

**AGENDA OF THE  
HAILEY CITY COUNCIL MEETING  
Monday August 28, 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 244](#) Motion to ratify Mayor’s signature on letter of support for EECBG grant (Energy Block Grant) joint community application **ACTION ITEM** ..... 1
- [CA 245](#) Motion to approve the Mayor’s signature on a thank you letter to the Idaho Transportation Department regarding the Main Street chip seal project **ACTION ITEM**..... 5
- [CA 246](#) Motion to approve language of underwriting process for the 2023 Aging Headworks Wastewater Bond **ACTION ITEM** ..... 8
- [CA 247](#) Motion to adopt Resolution 2023-103, ratifying the Mayor’s signature on a Sales Agreement with Western States Cat through Summit National Bank. **ACTION ITEM** ..... 89
- [CA 248](#) Motion to approve Resolution 2023-104 , authorizing The Mayor’s signature on Change Order #1 with Idaho Materials and Construction, for the Croy to Quigley Path project, which increases the project price by \$4,084.50 for a change in material quantity and additional work during construction. **ACTION ITEM** ..... 118
- [CA 249](#) Motion to authorize the mayor’s signature on a support letter to the Blaine County Commissioners regarding the revised layout of Quigley Ranch Subdivision, a 24-lot development project, to be located directly adjacent to Hailey’s City Limits in Quigley Canyon, and within Hailey’s Area of City Impact. **ACTION ITEM**..... 124
- [CA 250](#) Motion to approve business Alcohol license renewals **ACTION ITEM**..... 129
- [CA 251](#) Motion to approve Resolution 2023-105, ratifying the Mayor’s signature on the extension of the Mountain Rides Transportation Authority Joint Powers Agreement **ACTION ITEM**..... 144
- [CA 252](#) Motion to approve summary of Ordinance No. 1329, wildlife feeding prohibition **ACTION ITEM** ..... 159
- [CA 253](#) Motion to approve minutes of August 14, 2023 and to suspend reading of them **ACTION ITEM** ..... 161
- [CA 254](#) Motion to ratify claims for expenses incurred paid in August, 2023 **ACTION ITEM**..... 167
- [CA 255](#) Motion to approve claims for expenses incurred during the month of July 2023, and claims for expenses due by contract in August, 2023 **ACTION ITEM** ..... 173
- [CA 256](#) Motion to approve unaudited Treasurer’s report for the month of July 2023 **ACTION ITEM**..... 197

**MAYOR’S REMARKS:**

MR 000

**PUBLIC HEARING:**

- [PH 257](#) Consideration of a Planned Unit Development (PUD) Application by F & G Idaho, LLC, for approval of a three-story, eighteen (18) unit residential project, to be known as Maple Street Apartments. The project will be located at 51 W. Maple Street (Lots 16-20, Block 5, Hailey Townsite), within the General Residential (GR),

Townsite Overlay (TO), and Downtown Residential Overlay (DRO) Zoning Districts. The project includes proposed public amenities and a request for waivers. As the public amenity, the PUD Application includes a proposal for six (6) community housing units, and the Applicant is requesting the following waivers: **ACTION ITEM** ..... 206

1. Waiver to the Maximum Building Height of the General Residential (GR) and Townsite Overlay (TO) Zoning Districts: Increase the maximum building height from 30' to 32'-6".
2. Waiver to the Minimum Lot Size for Planned Unit Developments: Reduce the minimum lot size from one (1) acre to 0.47 acres.

**NEW BUSINESS**

[NB 258](#) Consideration of design for a grant application to the Idaho Transportation Department Strategic Initiatives for the reconstruction of Myrtle Street, and authorize the Mayor’s signature on the grant cover letter **ACTION ITEM** ..... 249

**OLD BUSINESS:**

[OB 259](#) Discussion and consideration of the proposed plan set for the Quigley Road Bike Path Project and to take public comment. **ACTION ITEM** ..... 297

[OB 260](#) Motion to approve final design of the proposed River Street LHTAC Walnut to Galena Project, and authorize Public Works to issue a request for project bidding. **ACTION ITEM** ..... 309

[OB 261](#) Motion to approve L2 form to certify Hailey City tax levy, as approved in Hailey’s FY 2024 budget, to Blaine County Board of Commissioners and the Idaho State Tax Commission **ACTION ITEM** ..... 311

[OB 262](#) 2<sup>nd</sup> Reading of FY24 Appropriation Ordinance No. 1330 **ACTION ITEM** ..... 313

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 - 1331      Next Resolution Number- 2023-106

**AGENDA ITEM SUMMARY**

**DATE: 08/28/23**

**DEPARTMENT: PW**

**DEPT. HEAD SIGNATURE: BY**

**SUBJECT:** Motion to ratify the Mayor’s signature on a letter of support for an Energy Efficiency and Conservation Block Grant. ACTION ITEM [REDACTED]

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

**BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:**

The City was invited by ICLEI (Local Governments for Sustainability) and grant partners to join a cohort of Gateway and Natural Amenity Region (GNAR) communities in applying for an Energy Efficiency and Conservation Block Grant (EECBG) to:

- Take local action on climate change and progress towards clean energy goals:
  - Partner communities will develop individualized Action Plans with a focus on Energy Efficiency and Resource Conservation highlighting the impacts of the local tourist economy. This Action Plan can take the form of a sector-specific plan or broader Sustainability or Climate Action Plan depending on the needs of the partner communities in their local contexts.
- Bolster local economies through more circular and regenerative tourism:
  - ICLEI will assist communities to create Circular and Regenerative Tourism Roadmaps within the plans, considering place-based values and costs to genuine social, economic, and environmental progress.
- Build local capacity and agency to approach tourism with a holistic view:
  - Partner communities will build a strategic partnership network between partner communities that enables sharing knowledge and local wisdom coupled with financial, technology, and project-delivery advance implementation.

Other members of the grant cohort include: Moab (Grant Lead), Big Sky SNO, Blaine County, ICLEI, Lander, McCall, Mountain Village and Whitefish. Hailey will focus on developing a Climate Action Plan in addition to Circular and Regenerative Tourism Roadmaps if grant funding is awarded.

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

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

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

**RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:**

Motion to ratify the Mayor’s signature on a letter of support for an Energy Efficiency and Conservation Block Grant

**ADMINISTRATIVE COMMENTS/APPROVAL:**

City Administrator \_\_\_\_\_

Dept. Head Attend Meeting (circle one) Yes No

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**ACTION OF THE CITY COUNCIL:**

Date \_\_\_\_\_

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

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**FOLLOW-UP:**

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

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

Copies (all info.):

Copies (AIS only)

Instrument # \_\_\_\_\_



# City of Hailey

115 MAIN STREET SOUTH, SUITE H  
HAILEY, IDAHO 83333

(208) 788-4221  
Fax: (208) 788-2924

August 14, 2023

Department of Energy  
1000 Independence Ave SW  
Washington, DC 20024

To Whom it May Concern,

I am writing to express my strong endorsement and support for the application submitted by the City of Hailey for an Energy Efficiency and Conservation Block Grant (EECBG) to develop a comprehensive Climate Action Plan (CAP) for our vibrant community.

The City of Hailey has made significant strides in prioritizing sustainability and environmental responsibility. Our commitment to addressing the challenges posed by climate change is evident in our efforts to foster renewable energy adoption, encourage energy efficiency retrofits, and promote sustainable transportation solutions. However, to build a resilient and sustainable future, it is imperative that we have a well-defined roadmap to guide our endeavors. This is where the proposed Climate Action Plan becomes not just valuable, but indispensable.

Our small mountain town is uniquely positioned to benefit from the EECBG program support, enabling us to undertake the comprehensive research, stakeholder engagement, and implementation efforts required for a successful CAP. This plan will serve as a blueprint for our community's sustainable development and align our actions with global climate goals.

I am proud of our community's commitment to preserving the natural beauty of our surroundings while striving for economic prosperity. The City of Hailey is committed to developing a CAP that produces actionable, measurable outcomes. Residents of Hailey will benefit most directly from CAP initiatives, but the CAP's collective impact stands to reach even broader horizons. With tens of thousands of visitors and tourists passing through Hailey each year, citizens and local leaders alike are embracing the opportunity – and responsibility – to educate, organize, and activate all individuals for a resilient and sustainable future. With the support of this grant funding, we have the opportunity to set a precedent for sustainable development in small towns across the nation.

Thank you for your ongoing leadership and support in these vital endeavors. I look forward to the positive impact that the EECBG grant funding will have on the City of Hailey, its residents, and all of those who will come to know and cherish our community.

Sincerely,



Martha Burke  
Mayor, City of Hailey

**Return to Agenda**

**AGENDA ITEM SUMMARY**

**DATE:** 08-23-2023    **DEPARTMENT:** PW    **DEPT. HEAD SIGNATURE:** BY

**SUBJECT:** Motion to approve Mayor’s Signature on a letter thanking the Idaho Transportation Department for completing the Main St Chip and Fog Seal project. ACTION ITEM

**AUTHORITY:**  ID \_\_\_\_\_  IAR \_\_\_\_\_     City Ordinance/Code  
(IFAPPLICABLE)

**BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:**

The attached letter is to thank the Idaho Transportation Department (ITD) for the chip and fog seal project on Main St Hailey, which significantly extended the life of the roadway. In addition, ITD re-striped Main St, narrowing the travel and center turn lanes which allowed for a greater door swing area and is expected to help reduce travel speeds.

**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 approve Mayor’s Signature on a letter thanking the Idaho Transportation Department for completing the Main St Chip and Fog Seal project. 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.): \_\_\_\_\_  
Instrument # \_\_\_\_\_

Copies (AIS only)

Dear Chairman Moad and Idaho Transportation Department Board,

I am writing to extend my heartfelt gratitude on behalf of the City of Hailey for the outstanding work and dedication exhibited by the Idaho Transportation Department in the recent chip and fog seal project on Main Street. Your commitment to preserving and enhancing our infrastructure has not only improved our city's main thoroughfare but also significantly contributed to the safety and convenience of our residents and visitors.

The successful completion of the chip and fog seal project on Main Street stands as a testament to the exceptional expertise and collaboration that the Idaho Transportation Department consistently demonstrates. This essential maintenance work has effectively extended the life of the pavement, ensuring that our residents will enjoy smoother and safer journeys for years to come. The partnership between the City of Hailey and the Idaho Transportation Department continues to play a pivotal role in advancing our shared goal of creating a more comfortable and effective transportation network. Your dedication to the preservation and enhancement of our city's roadways showcases the positive impact that government agencies can have when working in harmony with local communities.

Additionally, we are extremely pleased with the restriping that has taken place. We believe the narrowing of the drive lanes and center turn lane in exchange for a greater door swing area will result in greater roadway safety and help to reduce driving speeds through downtown Hailey.

Once again, thank you for your invaluable contributions to the City of Hailey. We look forward to our continued collaboration and to witnessing the lasting benefits of the Main Street chip and fog seal project unfold in the years ahead.

Sincerely,

Martha Burke  
Mayor, City of Hailey

**Return to Agenda**

**AGENDA ITEM SUMMARY**

**DATE: 08/28/2023      DEPARTMENT: Admin/Legislative      DEPT. HEAD SIGNATURE: LH**

**SUBJECT:**      Acceptance of recommendation from Eric Heringer, Piper Sandler & co. for the selection underwriting services related to the voter-approved \$6 million Aging Infrastructure Headworks Wastewater Revenue Bond

**AUTHORITY:**  ID Code 50-203       IAR \_\_\_\_\_       City Ordinance/Code \_\_\_\_\_  
(IF APPLICABLE)

**BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:**

On June 13, 2023, the City discussed the Hailey Aging Headworks Revenue Bond Schedule and Distribution list with Eric Heringer of Piper Sandler & Co. (Schedule attached). An RFP was issued on July 24, 2023, for underwriting services for the voter-approved \$6 million Aging Infrastructure Headworks Wastewater Revenue Bond. The deadline for proposals is 5:00 pm, Wednesday August 23<sup>rd</sup>. Four (4) proposals were received, attached to this report:

D.A Davidson & Co.  
Hilltop Securities Investment Banking Solutions  
Raymond James Team  
Stifel Public Finance

Eric Heringer will bring a recommendation to the City council on Monday night based on the following scoring criteria:

- 1. Qualification and experience of assigned personnel.....30%
- 2. Experience and underwriting capabilities of firm.....30%
- 3. Marketing and structuring recommendations .....10%
- 4. Estimated pricing, proposed fees, and expenses .....30%

The contractual document will be a bond purchase agreement, to be executed when the bonds are priced under the authority of the Bond Ordinance adopted by Council.

**FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:**

The costs of this service are included in the bond amounts and paid from bond proceeds and does not therefore affect Hailey budgets.

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

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

**RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:**

Motion to accept the recommendation from Eric Heringer, Piper Sandler & co. for the selection underwriting services related to the voter-approved \$6 million Aging Infrastructure Headworks Wastewater Revenue Bond

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**ACTION OF THE CITY COUNCIL:**

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

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**FOLLOW-UP:**

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

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

**City of Hailey**  
**BLAINE COUNTY, IDAHO**  
**WASTEWATER REVENUE BONDS, SERIES 2023**  
**Preliminary Schedule of Events**  
**(As of May 22, 2023)**

Financing Team		
COH	City of Hailey	Issuer
BC	Hawley Troxell	Bond & Disclosure Counsel
MA	Piper Sandler & Co.	Municipal Advisor
UW	TBD	Underwriter
PA	Zions	Paying Agent/Registrar

June 2023	July 2023	August 2023	September 2023	October 2023
S M T W T F S	S M T W T F S	S M T W T F S	S M T W T F S	S M T W T F S
1 2 3	1	1 2 3 4 5	1 2	1 2 3 4 5 6 7
4 5 6 7 8 9 10	2 3 4 5 6 7 8	6 7 8 9 10 11 12	3 4 5 6 7 8 9	8 9 10 11 12 13 14
11 12 13 14 15 16 17	9 10 11 12 13 14 15	13 14 15 16 17 18 19	10 11 12 13 14 15 16	15 16 17 18 19 20 21
18 19 20 21 22 23 24	16 17 18 19 20 21 22	20 21 22 23 24 25 26	17 18 19 20 21 22 23	22 23 24 25 26 27 28
25 26 27 28 29 30	23 24 25 26 27 28 29	27 28 29 30 31	24 25 26 27 28 29 30	29 30 31
	30 31			

	DATE	EVENT	PARTICIPANTS
	<b>6/13</b>	<b>City Council Meeting</b> - <b>Review Financing Schedule</b>	<b>COH, MA, BC</b>
	6/20	Circulate Underwriter RFP	MA
	7/20	Underwriter RFP due	UW
	<b>7/ 24</b>	<b>Council Meeting</b> - <b>Award Underwriting RFP</b>	<b>COH, MA</b>
	7/28	Distribute first draft Preliminary Official Statement ("POS")	BC
	8/9	Comments due on first draft POS	ALL
	8/16	Distribute second draft POS Distribute first draft of Bond Ordinance	BC
	8/23	Comments due on draft POS and draft Bond Ordinance POS review call	ALL
	8/28	Circulate updated draft POS and draft Bond Ordinance to financing team	BC
	8/29	Package to Rating Agency	MA
	Wk of 9/11	Rating agency meeting	COH, MA, UW
	9/12	Circulate Draft Bond Purchase Agreement ("BPA") for review	UW
	9/15	Comment on Draft BPA, Draft POS & Draft Bond Ordinance	ALL
	9/19	Deliver Bond Ordinance, draft POS and draft BPA to City for inclusion in City Council Packets	
	<b>9/25</b>	<b>City Council Meeting</b> - <b>Adopt Parameters Bond Ordinance</b>	<b>COH, BC, MA</b>
	9/28	Receive bond rating from Rating Agency	COH, MA, UW
	10/2	Due Diligence conference call	COH, UW, MA
	10/3	Circulate final draft POS for posting	BC
	10/4	City provides "Deemed Final" letter	COH
	10/5	Post POS	BC, UW
	10/16	Pre-pricing meeting	COH, MA, UW
	<b>10/17</b>	<b>Price Series 2023 Bonds</b>	<b>COH, MA, UW</b>
	10/18	Circulate draft Closing Memo	MA
	10/23	Post Final Official Statement	BC, UW
	10/24	Circulate draft Closing Documents	BC



	10/27	Deliver Bonds to PA	BC
	10/31	Close Series 2023 Bonds	ALL

**Market Holidays**

May 29	Memorial Day
June 19	Juneteenth
July 4	Independence Day
September 4	Labor Day
October 9	Columbus Day

**Council Meeting Dates**

Regular Meetings	June 13 (Tues), June 26 (Mon)
	July 10 (Mon), July 24 (Mon)
	Aug 14 (Mon), Aug 28 (Mon)
	Sept 11 (Mon), Sept 25 (Mon)
	Oct 9 (Mon), Oct 23 (Mon)

**Vacations**

**Eric:** June 8-9  
June 14-16  
July 27-28  
**Bri:** July 27-August 4  
**Brandon:** October 6-23  
**Chelsea:** October 17-20 (NABL Conference)



Response to Request for Proposals for  
**Underwriting Services**  
for City of Hailey, Idaho  
Wastewater Revenue Bonds, Series 2023

August 23, 2023

Presented by:

**Jonas Biery**

Vice President, Public Finance  
503-863-5089  
jbiery@dadco.com

**Matt Donahue**

Managing Director, Public Finance  
503-858-5891  
mdonahue@dadco.com

**D.A. Davidson & Co.**

Fixed Income Capital Markets  
1300 S.W. 5th Ave., Ste.1950  
Portland, Oregon



August 23, 2023

Lisa Horowitz, City Administrator, City of Hailey  
Eric Heringer, Municipal Advisor, Piper Sandler

Dear Lisa and Eric:

On behalf of D.A. Davidson & Co. ("D.A. Davidson") we thank you for the opportunity to respond to the City of Hailey (the "City") Request for Proposals for Underwriting Services. Our Fixed Income Capital Markets Group is a leader in primary market underwriting and secondary market sales and trading of municipal securities, and trading in taxable fixed income investments. Our expertise stretches across a range of financing needs, including state and local governments, public and private utilities, higher education, public and charter schools, health care, tax increment financing, and other public finance specialties.

The steady growth of D.A. Davidson from a small brokerage operation founded in 1935 to our current 1,525 employees demonstrates our commitment to becoming a pre-eminent financial services firm. As detailed further in our proposal, we believe that we are best positioned to underwrite the City's Wastewater Revenue Bonds, Series 2023 (the "Bonds") to produce the best pricing for the City within the City's proposed timeline

- **Experienced Team Based in the Pacific Northwest:** We bring a unique blend of experience working with local governments as public officials, bankers and advisors. Having recently been underwriter for an Idaho local government (the City of Jerome URA, Revenue Allocation Bonds – the first publicly-offered urban renewal bond issue in Idaho in many years), the D.A. Davidson team is familiar with the Idaho public finance market and corresponding legal, credit and disclosure considerations.
- **Nationally Ranked Underwriter with Proven Expertise:** D.A. Davidson has been providing investment-banking and financial services for over 85 years and consistently ranks near the top of the rankings in terms of lead-managed bond underwritings on a national basis. In 2022, D.A. Davidson ranked #5 in terms of number of negotiated underwritings nationwide with 292 senior or sole managed financings across the country. (*Source: Refinitiv – 2022 National Negotiated Rankings by Number of Issues*)
- **Revenue Bond Experience:** The D.A. Davidson team assigned to the City has exceptional experience serving as an underwriter for revenue bonds in the Pacific Northwest. One of our Oregon-based bankers who will co-lead on this transaction is also the co-head of D.A. Davidson's National Utility Team that prioritizes and supports utility projects and financings nationwide. As described herein, we have served as senior managing underwriter for 105 water and/or wastewater revenue bond financings totaling \$2,011 million since January 1, 2020.
- **Commitment to Attention:** As a member of your financing team, D.A. Davidson will work diligently to provide market information, support, and recommend the most cost-effective structure to the City and the financing team. Our undivided attention will be granted to the City's transaction from our assigned banking team, co-led by Jonas Biery and Matt Donahue.

Please do not hesitate to contact either Jonas or Matt (contact information herein), if you have questions about our proposal or if we can provide additional information. Thank you for your consideration, and we hope to have the opportunity to work with the City and its financing team to execute a successful bond issue.

Sincerely,



Jonas Biery  
Vice President



Matt Donahue  
Managing Director

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ATTACHMENT A: RECENT WATER AND WASTEWATER REVENUE BOND UNDERWRITING EXPERIENCE  
(JANUARY 1, 2020 THROUGH AUGUST 15, 2023)

ATTACHMENT B: IMPORTANT DISCLOSURES AND DISCLAIMERS REGARDING OUR PROPOSAL

## 1. TEAM DESCRIPTION

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### a) Lead Contacts / Bankers

D.A. Davidson's approach is a collaborative one – with two Oregon-based senior bankers assigned to the engagement with City throughout the transaction, ensuring optimal thinking and timely and comprehensive service. An advantage of D.A. Davidson's dual coverage model is that it ensures at least one banking professional is available to the City and the City's municipal advisor at all times.

Jonas will provide primary/day-to-day contact for City, with active transaction participation from Matt Donahue. Jonas and Matt will handle all communications with City and any members of the financing team, and will be jointly responsible for reviewing and commenting on documents as well as any quantitative analysis and management of pricing and post-pricing tasks. Jonas and Matt can also draw upon the extensive resources and expertise among D.A. Davidson staff nationwide to ensure the best results for City.

#### **Jonas Biery | Vice President, Public Finance Banker / Co-Lead Banker and Primary Day-to-Day Contact**

**Office Address:** 1300 SW Fifth Avenue; Suite 1950  
Portland, Oregon 97201

**Direct Phone:** (503) 863-5089

**E-mail:** [jbiery@dadco.com](mailto:jbiery@dadco.com)

Joining D.A. Davidson in 2020, Jonas Biery is an investment banker, municipal advisor and placement agent, primarily for clients in Oregon and Idaho, and is also the co-lead of the D.A. Davidson National Utility Team. Jonas has experience as an issuer, banker or advisor on over 200 financing transactions of various sizes, structures and security. From 2002-2007, Jonas worked as an independent municipal advisor to local governments in Oregon, Washington and Idaho, and subsequently for a broker-dealer firm as a municipal advisor and investment banker from 2007-2010. Beginning in 2011, Jonas managed the City of Portland's debt program, with responsibility for planning, issuance and management of the City's \$3.5B+ debt portfolio, approximately 2/3 of which was for the city's water and wastewater systems. From 2015 to September 2020, Jonas managed the finance, budget and business services of the City of Portland Bureau of Environmental Services, the largest sewer/stormwater utility in the State of Oregon. From 2013-2019, Jonas served on the GFOA's Committee on Governmental Debt Management, serving as Chair of that committee from 2016-2018. He is currently a Board Member for the State of Oregon's Infrastructure Finance Authority and for the Northwest Environmental Business Council.

Jonas graduated from Portland State University with a BA and an MBA. He currently holds Series 63, Series 50 and Series 52 (Municipal Securities Representative) designations. He has lived in the Pacific Northwest his entire life, growing up in Oregon's mid-Willamette Valley, and currently lives in Washington County, Oregon.

#### **Matt Donahue | Managing Director, Public Finance Banker / Co-Lead Banker**

**Office Address:** 1300 SW Fifth Avenue; Suite 1950  
Portland, Oregon 97201

**Direct Phone:** (503) 863-5094

**E-mail:** [mdonahue@dadco.com](mailto:mdonahue@dadco.com)

Matt Donahue has worked for D.A. Davidson since 2012 as an investment banker, municipal advisor and placement agent to local governments in the Pacific Northwest. Matt started his career in public finance as a debt manager for the State of New Jersey Treasury. Since moving back to Oregon in 2010, Matt has worked as the lead on over 150 bond transactions with local governments of all shapes and sizes including state agencies, school districts, cities, counties, community colleges, and special districts. He is currently a Commissioner for the Multnomah County Tax Supervising and Conservation Commission (TSCC).

Matt graduated from Harvard College cum laude with a Bachelor of Arts in Afro-American Studies. He also holds an MBA with a focus in finance from the Yale University School of Management. He currently holds Series 7, Series 63, Series 50 and Series 53 (Municipal Securities Principal) designations. Matt lives in Portland, Oregon and plays drums in a band.

## **b) Lead Underwriter**

### **Mark Froio | Senior Vice President | Underwriter**

**Office Address:** 1644 Hwy 395  
Minden, Nevada 89423

**Direct Phone:** (206) 903-8664

**E-mail:** [mfroio@dadco.com](mailto:mfroio@dadco.com)

Mark is based in the firm's Reno (Minden) office and is responsible for D.A. Davidson's northwestern regional underwriting. Prior to moving to Reno in 2021, Mark worked from the D.A. Davidson Seattle office for 21 years. Mark will lead the marketing and underwriting of the Bonds.

Mark joined D.A. Davidson in 2000 and he manages the competitive and negotiated underwriting accounts for transactions in Washington, Oregon, Montana, and Idaho. During his tenure at Davidson, Mark has led the underwriting of over 1,000 municipal bond transactions, totaling over \$10 billion.

Mark's experience in trading and underwriting municipal issues covers a 35 year span. Prior to joining D.A. Davidson, Mark held positions with Merrill Lynch, Prudential Securities and U.S. Bancorp Piper Jaffray. Mark is a graduate of Hamilton College in Clinton, New York with a Bachelor of Arts in Economics with a minor in English. In addition, he has earned the prestigious Chartered Financial Analyst designation in the field of investment management and investment research analysis.

## **c) Transaction Support**

### **Tom Innis | Managing Director**

**Office Address:** 2901 Douglass Blvd., Suite 255  
Roseville, CA 95661

**Direct Phone:** (415) 848-6708

**E-mail:** [tinnis@dadco.com](mailto:tinnis@dadco.com)

Tom Innis joined D.A. Davidson in 2021 and brings over 20 years of public finance experience and management of over \$15 billion of municipal bond transactions. Tom co-leads (along with Jonas Biery) the D.A. Davidson National Utility Team. Tom will be available to support and expert input to the transaction co-leads regarding revenue bond structuring, marketing and credit considerations.

An Army Veteran, Tom received a BS from United States Military Academy at West Point and an MBA from the Wharton School at the University of Pennsylvania.

### **Kara McCarthy | Senior Public Finance Associate**

**Office Address:** 1550 Market Street; Suite 300  
Denver, Colorado 80202

**Direct Phone:** (303) 764-5763

**E-mail:** [kmccarthy@dadco.com](mailto:kmccarthy@dadco.com)

Kara McCarthy is a Senior Public finance associate based out of D.A. Davidson's Denver office. Kara has 4 years of experience in Public Finance. Kara will work closely with the banking team on administrative and regulatory tasks associated with the City's financing.

Kara graduated from the University of Wisconsin-Milwaukee with a Bachelor of Arts in Economics.

### Other Local and National Support Resources

In addition to the individuals above, D.A. Davidson has a dedicated team of municipal sales and trading professionals who can provide City with guidance on market conditions. We have 50 institutional salespeople across the country in Seattle, Denver, Des Moines, Portland and Omaha, among other cities. In contrast to other firms, **we also have an Idaho retail wealth advisor network which includes advisors working out of branches in Boise, Coeur d'Alene, Idaho Falls, Lewiston, Moscow, Pocatello, Sandpoint, and Twin Falls.**

#### d) Legal/Disciplinary Events

There has been no legal or disciplinary events in the past 10 years with a securities regulatory body involving the individuals identified above as members of the D.A. Davidson & Co team.

In the ordinary course of its business, D.A. Davidson's Fixed Income Capital Markets business ("FICM") is involved in and subject to legal and regulatory proceedings from time-to-time. The Firm takes all legal, regulatory and disciplinary matters seriously and stands by its strong record and reputation in the marketplace, including its business record dating from 1935. We treat these matters as confidential, and do not disclose pending or potential matters to third parties. Please refer to FINRA BrokerCheck, <http://brokercheck.finra.org/>, to learn more about the firm and its personnel, as well as all final regulatory matters.

## 2. EXPERIENCE AND UNDERWRITING CAPABILITY

### a) Water and Wastewater Revenue Bond Underwriting Experience

Since January 1, 2020 we have been senior managing underwriter for 105 water and/or wastewater bond issues nationwide. Please see Attachment A for a complete list.

#### *National Underwriting Experience*

Since 2010, D.A. Davidson has been among the most active underwriter of bond issues nationwide. From January 1, 2020 – August 15, 2023, our firm has senior managed 1,380 bond issues while consistently ranking as a top 5 underwriter in the country by number of transactions. During that timeframe, we have been senior managing underwriter on 9 Idaho transactions (including housing bonds) totaling \$1,385 million.

D.A. Davidson Negotiated Rankings by Number of Issues			
Year	Rank	# of Issues	Par Amount (\$ millions)
2022	5	292	\$3,602.40
2021	5	446	\$4,891.60
2020	4	517	\$4,707.90

## **b) Net Underwriting Capital**

D.A. Davidson has the capital base, resources, and willingness to commit capital to assure successful marketing of our clients' bonds. With approximately \$125.6 million and \$122.8 million in net capital and excess net capital, respectively, as of March 31, 2023, D.A. Davidson can, and frequently does, support our clients' offerings in volatile or adverse market conditions in order to stabilize their transactions.

During 2022, our firm has underwritten approximately \$104.4 million of unsold bonds as senior manager for 72 financings, representing 16.46% of total par underwritten for those financings. As of July 31, 2023, our firm has underwritten approximately \$37.1 million of unsold bonds as senior manager for 31 financings, representing 10.8% of total par underwritten for those financings.

## **c) Recent Transaction / Underwriting Examples**

We are extremely proud of our track-record of providing high quality underwriting services to our clients. We always strive for transactions that are simple, smooth and efficient. However, we know from experience that unique structuring or security challenges, unexpected market events, and evolving client priorities sometimes require a problem-solving approach and flexibility in the transaction schedule and strategy. And while we always strive to identify pricing levels that balance investor preferences with results for our underwriting clients, markets can be fickle and sometimes we have to step up and contribute our own capital to ensure a successful bond pricing.

The following three case studies provide examples of how our underwriting capacity, team creativity, and attention to detail has produced financial success for our clients. The greatest compliment we can receive is a client referral, and we encourage the City to contact any of the following issuers.

### **Case Study # 1: City of Keokuk (Iowa) – General Obligation Capital Loan Notes, Series 2023D**

- Pricing Date: 3/16/2023
- Amount: \$4,995,000
- Final Maturity: 6/1/2042
- Credit Rating: A (AA BAM Insured)
- Tax Status: Tax-exempt Bank Qualified
- Amount Underwritten (\$): 2,770,000
- Amount Underwritten (%): 55.46

In March of 2023, Davidson acted as sole underwriter for the City's issue. This was in the wake of the banking crisis as Silicon Valley Bank failed on March 10 and Signature Bank failed on March 12. The banking system was under extreme pressure as contagion fears permeated the market. Attempting to sell a BQ issue on March 16 was like selling into a vacuum. The lack of liquidity in the banking sector made the sale difficult, but we offered our capital to our valued client to complete the transaction. While the news cycle has moved on, the banking system is still pressured today but as demonstrated by this issue we still stand by our clients – willing to lend to support successful transactions and long-term relationships.

### **Case Study # 2 : Santa Rose Independent School District (Texas) – Unlimited Tax School Building Bonds, Series 2023**

- Pricing Date: 4/12/2023
- Amount: \$7,050,000
- Final Maturity: 8/15/2053
- Credit Rating: A3 (AAA PSF Insured)
- Tax Status: Tax-exempt Bank Qualified
- Amount Underwritten (\$): 1,895,000
- Amount Underwritten (%): 26.88



We priced Santa Rosa ISD GO bonds as a senior manager in a difficult market. Our underwriting desk worked with the municipal advisor's underwriting desk to come up with an interest rate scale to go out to market. On the day of pricing we could not find enough buyers with the published scale, so we underwrote \$1.895 million of \$7.05 million issue size. Our share as senior manager was 60% or roughly \$1.1 million. The primary challenges were the small block sizes and lack of interest in BQ as banks shed holdings following the March bank failures. The market moved away from us as we cleared out the balances so ended up taking a loss on the underwritten amount. However, it was the right thing to do for the client, and as a testament to our performance, Davidson has gone on to underwrite other issues partnering with the same municipal advisor.

### **Case Study # 3: Cleveland County Educational Facilities Authority – Educational Facilities Lease Revenue Bonds (Norman Public Schools Project), Series 2023A and 2023B**

- Pricing Date: 5/18/2023
- Amount: \$60,750,000
- Final Maturity: 6/1/2033
- Credit Rating: A
- Tax Status: Tax-exempt (Series 2023A) and Taxable (Series 2023B)
- Amount Underwritten (\$): 7,460,000
- Amount Underwritten (%): 12.28

These bonds were priced during a period of uncertainty regarding the Federal government's ability to approve a fiscal year budget. This uncertainty meant that many among the usual pool of investors were on the sidelines unwilling to purchase bonds at prices that we believed in line with market expectations. While we were able to sell the majority of the bonds, Davidson took approximately \$7.5 million of bonds on the long-end into inventory to ensure that we could hold pricing at the spreads-to-MMD that had been proposed to the client and their municipal advisor. We ultimately took a loss on those bonds, but were able to achieve a successful pricing result for our client.

## **3. MARKET STRUCTURE AND RECOMMENDATIONS**

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### **a) Suggestions Regarding Rating Agencies**

Given the structure and size of the proposed Bonds, we believe the issue can be successfully marketed with just one rating. In our experience, Standard & Poor's ("S&P") has provided more favorable results to rural communities and smaller borrowers, and we would recommend that the City pursue a rating from S&P. If selected as the City's underwriter and if requested by the City's municipal advisor, we can perform a more detailed rating comparison analysis with the assistance of our in-house credit specialist, Maura Lentini (who was formerly a credit analyst for Moody's).

Given our preliminary review of the City's financials, the basic security provisions in the existing 2014 Loan Agreement and estimated projected coverage of 1.30X (or higher) including debt service on the Bonds, we agree that an assumption of a rating at the "A" level is reasonable.

### **b) Bank-Qualified / Municipal Market Perspective**

Global financial markets – including the US markets generally and the municipal bond market specifically – continue to be somewhat unsettled in 2023 due to inflationary concerns and global geopolitical issues. 2023 in the muni market has seen relative calm and improved stability, with the 20-year benchmark MMD briefly dropping below 3.00% in mid-January and currently sitting at around 3.60% despite increases in the Federal Funds rate of 1.00% over that same period. However, we do expect to continue to see occasional bond pricing volatility during the second half of 2023 – predominantly due to ongoing inflationary concerns, reduced interest from large institutional muni bond buyers, and likely increases in total new issue bond volume.

In particular, the collapse of Silicon Valley Bank and the ensuing bank market chaos in March 2023 has resulted in a disruption to purchases of tax-exempt municipal bonds by many banking institutions. Since bank purchasers are the beneficiaries of the “bank-qualified” status for smaller bond issues (such as the City’s proposed Bonds), the extreme reduction in those buyers has significantly limited the interest rate benefit (i.e. reduction) due to bank-qualified status. We do believe, however, that some bank buyers do exist and will continue to gradually return to the market, thereby restoring that bank-qualified benefit over time. We will continue to aggressively pursue bank-qualified buyers of the City’s Bonds in order to maximize the bank-qualified status.

It is important to put in context that over the past 10+ years, issuers have experienced a historically low interest rate environment. While significant increases occurred in 2022 relative to the extremely low interest rate environment of mid-2019 through January 2022, today’s long-term muni rates are still generally comparable to levels that we saw as recently as 2018. And while the yield curve has inverted on the front end (with short-term interest rates being higher than the level of medium- and long-term interest rates), the proposed structure of the City’s Bonds avoids severe short-end interest rate impacts by utilizing only longer-term maturities in 2035-2043.

Given the strength of the essential-service utility security, the anticipated “A” credit rating on the Bonds, and the limited municipal bond volume within Idaho, we anticipate strong investor participation and positive pricing results for the Bonds. We believe that the proposed target date for pricing in mid-October 2023 is viable and are willing and able to work with the financing team to accelerate or otherwise adjust the pricing date to meet the City’s objectives.

### c) Estimated Yields

The following indicative yields for the proposed Bonds assume the par amounts, maturities and assumptions as indicated on page of the City’s Request for Proposal and market conditions as of August 17, 2023. Any changes to these basic assumptions – including likely changes in the benchmark MMD scales, coupon adjustments or other market factors – may impact the indicative nominal yields below.

#### 1. S&P “A” underlying rating without bond insurance, bank qualified, 5% coupons, 9/15/2033 first call date

Maturity (9/15)	Coupon	Principal	MMD	Yield	Spread to MMD (bps)
2035	5.000%	\$545,000	3.020%	3.750%	+73
2036	5.000%	570,000	3.130%	3.880%	+75
2037	5.000%	600,000	3.250%	4.020%	+77
2038	5.000%	630,000	3.360%	4.150%	+79
2039	5.000%	660,000	3.400%	4.200%	+80
2040	5.000%	695,000	3.440%	4.240%	+80
2041	5.000%	730,000	3.490%	4.300%	+81
2042	5.000%	765,000	3.550%	4.370%	+82
2043	5.000%	805,000	3.590%	4.410%	+82

## 2. S&P “A” underlying rating with bond insurance, bank qualified, 5% coupons, 9/15/2033 first call date

Maturity (9/15)	Coupon	Principal	MMD	Yield	Spread to MMD (bps)
2035	5.000%	\$545,000	3.020%	3.560%	+56
2036	5.000%	570,000	3.130%	3.700%	+58
2037	5.000%	600,000	3.250%	3.830%	+58
2038	5.000%	630,000	3.360%	3.960%	+60
2039	5.000%	660,000	3.400%	4.000%	+60
2040	5.000%	695,000	3.440%	4.040%	+60
2041	5.000%	730,000	3.490%	4.100%	+61
2042	5.000%	765,000	3.550%	4.170%	+62
2043	5.000%	805,000	3.590%	4.210%	+62

Based on the above projected interest rate benefit of bond insurance, we calculate a break-even premium to be .29% of total debt service, and would recommend that quotes for bond insurance be requested.

Upon selection as the City's underwriter and at the City's discretion, D.A. Davidson would be happy to work with the City and its municipal advisor to evaluate other structuring considerations such as alternate maturity dates, an earlier optional prepayment date, alternative sale timing or anything else that may be of interest and/or benefit to the City.

For example, our understanding per the existing Loan Agreement is that the City's debt service reserve fund is shared among all outstanding wastewater revenue bonds, including the new Bonds. Pending review with the City's municipal advisor, it is potentially feasible these Bonds could be sold without a DSRF (if the legal documents were able to accommodate). While the current document might not allow that, if the District desired, it may be possible to craft the documents for these new Bonds such that the combined debt reserve requirement expires upon maturity of the existing Loan, thus releasing the debt reserve to become available to the City for other wastewater system uses at that time.

Further, or alternatively, it may be possible to embed springing covenant into the legal documents for the Bonds that fully eliminates the debt reserve requirement when the existing loan is paid off (or defeased) – which could align with the call date on the new Bonds, thus releasing the reserve requirement when/if the Bonds are refunded in the future.

## 4. FEES AND EXPENSES

D.A. Davidson's proposed fees to serve as underwriter to the City including maturity-by-maturity takedowns, gross spread and underwriting expenses are shown below. The underwriting takedown will be charged on the principal amount of bonds, not proceeds. The proposed fees/expenses below assume a single series of tax-exempt general obligation bonds with the structure, call feature and assumptions as described in the City's Request for Proposals.

**Our proposed total underwriting spread (including takedown and all expenses) is \$6.5837 per \$1,000 of bonds.** See maturity-by-maturity takedowns and expense details below.

## a) Takedowns and Expenses

### Maturity-by-Maturity Takedowns

Maturity	Proposed Takedown
2035	\$6.00/\$1,000
2036	\$6.00/\$1,000
2037	\$6.00/\$1,000
2038	\$6.00/\$1,000
2039	\$6.00/\$1,000
2040	\$6.00/\$1,000
2041	\$6.00/\$1,000
2042	\$6.00/\$1,000
2043	\$6.00/\$1,000

### Underwriting Expenses

The costs below assume that Hawley Troxell Ennis & Hawley, as the City's bond/disclosure counsel will prepare the Official Statement, as indicated in the city's Request for Proposals. Our expense estimates assume that the City and the City's municipal advisor prefer to use the IPREO "Gameday" platform for monitoring investor interest on the day of pricing.

D.A. Davidson & Co. Estimated Total Fees	
Underwriter's Fees & Expenses	\$/1,000
Takedown	\$6.0000
Management Fee	\$0.0000
Expenses	\$0.5837
<b>Total</b>	<b>\$6.5837</b>

D.A. Davidson & Co. Estimated Underwriting Expenses		
Underwriter's Fees & Expenses	\$/1,000	Amount
DTC Series Fee	\$0.133	\$800.00
CUSIPs	\$0.076	\$457.00
CDU Review	\$0.000	\$0.00
IPREO/Gameday	\$0.102	\$612.00
Day Loan & Closing Wires	\$0.272	\$1,633.33
	\$0.58372	\$3,502.33

## b) Underwriter's Counsel

Based on the assumed security, structure and credit rating on the Bonds, D.A. Davidson will not hire or require underwriter's counsel for this engagement.

Attachment A: Recent Water and Wastewater Revenue Bond Underwriting Experience (January 1, 2020 through August 15, 2023)

D A Davidson Water and Wastewater Revenue Bonds, Senior Managing Underwriter, January 1, 2020 - August 15, 2023				
Issuer	Issue Description	Par Amount (\$ in Mil)	Sale Date	Rating
Fremont Sanitation Dt	Wastewater Rev Refunding Bonds	.385	02/12/20	Non-Rated
Fremont Sanitation Dt	Wastewater Rev Refunding Bonds	.465	02/12/20	Non-Rated
King Co Water Dt #20	Water Revenue Bonds	7.340	02/18/20	S&P AA
Washington Co Rural Water Dt #3	Refunding & Capital Imp Rev Bonds	12.605	02/26/20	S&P A+
Washington Co Rural Water Dt #3	Refunding & Capital Imp Rev Bonds	12.605	02/26/20	S&P A+
Silverdale Water Dt #16	Water Revenue Bonds	8.920	02/27/20	S&P A-
Bertram City-Texas	CombTax & Jr Lien Certs of Oblig	12.440	03/10/20	Non-Rated
Brandon-South Dakota	Water Utility Revenue Bonds	1.000	03/12/20	Non-Rated
Wonder Lake Village-Illinois	Special Svc Area Rev Ref Bonds	.295	03/12/20	S&P A-
Wonder Lake Village-Illinois	Special Svc Area Rev Ref Bonds	3.525	03/12/20	S&P A-
Seward City-Nebraska	Water System Rev Ref Bonds	1.635	03/16/20	Non-Rated
Osceola City-Iowa	Sewer Revenue Refunding Bonds	5.000	03/19/20	Non-Rated
Indianola City-Iowa	Sewer Revenue Capital Loan Notes	17.059	03/25/20	Non-Rated
Troy City-Missouri	Comb Wtrwrks & Swr Sys Rev Bonds	18.887	03/30/20	Non-Rated
Tangipahoa Parish Sewerage Dt 1	Revenue Bonds	4.845	04/30/20	Non-Rated
Pasco City-Washington	Water & Sewer Refunding Bonds	7.135	05/13/20	S&P A-
Pasco City-Washington	Water & Sewer Imp Rev Bonds	16.415	05/13/20	S&P A-
Nevada City-Iowa	Water Revenue Refunding Bonds	2.765	06/22/20	Non-Rated
Alcester-South Dakota	Sewer Utility Revenue Ref Bonds	.380	06/24/20	Non-Rated
Jefferson Co Pub Wtr Sup Dt #2	Waterworks Refundign Rev Bonds	.522	07/20/20	Non-Rated
Warren Water Dt	Water Rev Ref Cap Loan Notes	6.655	07/20/20	S&P A+
Spanish Fork City-Utah	Sewer Revenue Bonds	73.345	07/23/20	S&P A+
Yelm City-Washington	Water Revenue Refunding Bonds	7.965	08/11/20	S&P A+
Columbia City-Missouri	Sewerage Sys Ref Rev Bonds	6.125	09/08/20	S&P AA
Blaine-Washington	Water & Sewer Rev Ref Bonds	5.280	09/22/20	S&P AA-
Southern Iowa Rural Wtr Assoc	Water Rev Ref Cap Loan Notes	15.725	09/29/20	S&P A-
Pierce Co-Washington	Sewer Revenue Refunding Bonds	31.440	10/08/20	Moody's Aa2, S&P AA
Pierce Co-Washington	Sewer Revenue Refunding Bonds	157.960	10/08/20	Moody's Aa2, S&P AA

Omaha City-Nebraska	Sanitary Sewerage Sys Rev Bonds	81.650	10/15/20	Moody's Aa2, S&P AA
Omaha City-Nebraska	Sanitary Sewerage Sys Rev Bonds	129.375	10/15/20	Moody's Aa2, S&P AA
Tigard City-Oregon	Water System Rev Ref Bonds	86.575	10/20/20	Moody's Aa3, S&P AA-
Spanish Fork City-Utah	Water Revenue Bonds	10.685	10/22/20	S&P AA-
Alderwood Water & Wastewater Dt	Water & Sewer Rev Ref Bonds	23.140	10/27/20	Moody's Aa2, S&P AA+
Lexington City-Missouri	Waterworks Revenue Bonds	7.635	10/27/20	Non-Rated
Kelso City-Washington	Water & Sewer Imp & Ref Rev Bonds	5.405	11/05/20	S&P A+
Crossville City-Tennessee	Water & Sewer Revenue Imp Bonds	1.440	11/16/20	S&P AA-
Crossville City-Tennessee	Water & Sewer Rev Ref & Imp Bonds	30.755	11/16/20	S&P AA-
Cascade Water Alliance	Water System Ref Ref Bonds	30.005	12/09/20	S&P AAA
Thurston Co Public Utility Dt #1	Water System Rev & Ref Bonds	6.735	01/27/21	S&P A+
Cashmere City-Washington	Wtr & Swr Revenue Ref Bonds	2.430	02/10/21	S&P A+
Cashmere City-Washington	Wtr & Swr Revenue Ref Bonds	8.885	02/10/21	S&P A+
Thurston Co Public Utility Dt #1	Water Revenue Bonds	.905	02/16/21	S&P A+
Rocky Mount Sewer Dt	Sewer Refunding Rev Bonds	.306	02/24/21	Non-Rated
Wilson Co Rural Water Dt #11	Water System Revenue Bonds	.785	02/24/21	Non-Rated
Benton Irrigation Dt	Water Revenue Refunding Bonds	6.875	02/25/21	S&P A
Iowa Lakes Regional Water	Water Revenue Ref Bonds	8.970	03/04/21	Non-Rated
Webster City-Iowa	Water Revenue Imp & Ref Bonds	5.055	03/08/21	S&P AA-
Newton City-Iowa	Sewer Revenue Bonds	4.840	03/15/21	S&P A+
Cole Camp-Missouri	Comb Wtrwrks & Swrg Sys Ref Bond	2.892	03/18/21	Non-Rated
Boone City-Iowa	Sewer Revenue Ref Cap Loan Notes	5.840	04/01/21	Non-Rated
Daviess Co Pub Water Sup Dt #3	Ref & Imp Certs of Participation	2.350	04/12/21	Non-Rated
Dexter-Iowa	Sewer Revenue Refunding Bonds	.785	04/12/21	Non-Rated
Tyler City-Texas	Water and Sewer Revenue Bonds	26.875	04/27/21	S&P AA+
Wenatchee City-Washington	Water and Sewer Revenue Ref Bonds	7.660	04/29/21	S&P AA-
Olathe City-Kansas	Wtr & Swr Sys Imp & Ref Rev Bonds	35.270	05/04/21	S&P AA
Keokuk Municipal Waterworks	Water Revenue & Refunding Bonds	5.900	05/05/21	S&P BBB+
Trenton City-Missouri	Ref Certificates of Participation	2.395	05/10/21	S&P A
Trenton City-Missouri	Ref Certificates of Participation	4.945	05/10/21	S&P A
Cedar Rapids City-Iowa	Water Revenue Bonds	10.280	05/11/21	Moody's Aa2
Barton Co Consol Pub Wtr Supp Dt #1	Water Refunding Revenue Bonds	2.312	05/13/21	Non-Rated
Wichita City-Kansas	Water & Sewer Util Rev Bonds	36.715	05/13/21	S&P AA-
Seward City-Nebraska	Sewer Revenue Refunding Bonds	3.055	05/18/21	Non-Rated

Boyd Vlg-Wisconsin	Sewer System Rev Ref Bonds	1.335	05/27/21	Non-Rated
Rockwood Water People's Util Dt	Water Revenue & Refunding Bonds	18.590	06/10/21	Moody's Aa3
St Charles Par Consol Wtr & Wstwr Dt #1	Water Revenue Refunding Bonds	15.025	06/14/21	Non-Rated
Daviess Co Pub Water Sup Dt #2	Waterworks Refunding Rev Bonds	1.185	07/13/21	Non-Rated
Dubuque City-Iowa	Water Revenue Refunding Bonds	3.505	07/19/21	Moody's A1
Warren Water Dt	Water Revenue Ref Cap Loan Notes	4.555	07/19/21	S&P A+
Hixton Vlg-Wisconsin	Water & Sewer Sys Rev Ref Bonds	1.650	07/22/21	Non-Rated
Elsinore Valley Muni Water Dt	Special Tax Bonds	4.800	09/09/21	Non-Rated
King Co Water Dt #90	Water Revenue Bonds	4.485	09/10/21	S&P AA-
Lakehaven Wtr & Swr Dt	Water and Sewer Revenue Bonds	71.630	09/14/21	S&P AAA
Cedar Co Public Water Supply Dt #1	Waterworks Ref Rev Bonds	1.270	09/21/21	Non-Rated
Stanwood-Washington	Water & Sewer Rev & Ref Bonds	5.515	09/22/21	S&P AA-
Elsinore Valley Muni Water Dt	Special Tax Bonds	7.550	09/29/21	Non-Rated
Grand Forks City-North Dakota	Sewer Reserve Rev Ref Bonds	2.095	10/18/21	Moody's Aa2
North Coast Co Water Dt	Certificates of Participation	20.210	11/09/21	S&P AA-
Mannford Public Works Authority	Utility System Revenue Bonds	3.000	11/10/21	Non-Rated
Tangipahoa Water Dt	Water Revenue Bonds	9.085	11/18/21	S&P A
Ralls Co Pub Water Supply Dt #1	Waterworks Ref Revenue Bonds	6.960	12/09/21	S&P BBB
Rosebud City-Missouri	Comb Wtrwrks & Swr Sys Rev Bonds	.368	12/14/21	Non-Rated
Buffalo Municipal Water Fin Auth	Water System Rev & Ref Bonds	25.270	12/15/21	S&P A+
Gresham City-Oregon	Water Revenue Bonds	41.455	12/15/21	S&P AA-
Cashton Village-Wisconsin	Water System Rev Ref Bonds	1.190	12/16/21	Non-Rated
Cashton Village-Wisconsin	Sewer System Rev Ref Bonds	2.535	12/16/21	Non-Rated
Lower Elkhorn Nat Resources Dt	Water Rev Refunding Bonds	3.645	01/20/22	Non-Rated
Missouri Public Utilities Comm	Interim Construction Notes	100.000	01/20/22	Non-Rated
Walnut Grove-Missouri	Combined Wtrwrks & Swrg Bond	.942	01/24/22	Non-Rated
Nowata Municipal Authority	Utility Sys Ref & Cap Imp Bonds	3.365	02/01/22	Non-Rated
McDonald Co-Missouri	Waterworks Rev Ref Bonds	.712	03/10/22	Non-Rated
Humansville-Missouri	Combined Wtrwrks & Swrg Bonds	1.468	03/21/22	Non-Rated
Ocoee Utility Dt	Water & Wastewtr Rev Imp Bonds	10.000	03/24/22	S&P A+
Iowa Falls City-Iowa	Wtr Rev & Ref Capital Loan Notes	4.875	03/29/22	S&P A+
Sand Springs Municipal Auth	Utility System Revenue Bonds	7.740	03/29/22	Moody's Aa3
Taney Co Pub Water Supp Dt #3	Lease Certs of Participation	6.000	04/07/22	S&P A
Clay Co Public Wtr Supply Dt #8	Water Refunding Revenue Bonds	.448	04/21/22	Non-Rated
Sussex Village-Wisconsin	Water Sys Revenue Ref Bonds	6.450	04/26/22	Moody's Aa3



Taney Co Pub Wtr Supp Dt #2	Waterworks Refunding Rev Bonds	2.583	04/26/22	Non-Rated
Olathe City-Kansas	Stormwater Syste Rev Bonds	3.025	06/16/22	S&P AA
Olathe City-Kansas	Water & Sewer Sys Imp Rev Bonds	11.740	06/16/22	S&P AA
Auxvasse-Missouri	Comb Wtrwrk&Swrg Sys Ref Rev Bond	.478	06/21/22	Non-Rated
Stover-Missouri	Comb Wtrwrks & Swrg Sys Ref Bonds	1.009	06/21/22	Non-Rated
Xenia Rural Water Dt	Water Rev Ref Cap Loan Notes	48.345	06/23/22	Non-Rated
Brandon-South Dakota	Water Surcharge Rev Bonds	18.080	06/29/22	S&P A-
Alvin City-Texas	Water & Swr Sys Rev Bonds	24.440	07/07/22	S&P A+
Orange City-Iowa	Water Revenue Cap Loan Notes	11.175	07/19/22	S&P A
Cameron City-Missouri	Certificates of Participation	3.730	08/10/22	Non-Rated
Johnson Co Pub Wtr Supp Dt#3	Waterworks Revenue Bonds	.418	08/16/22	Non-Rated
Le Mars City-Iowa	Sewer Revenue Bonds	5.485	09/20/22	S&P A
Rothschild Village-Wisconsin	Water & Sewer Sys Rev Bonds	.790	11/14/22	Non-Rated
Clarence Cannon Whsl Water Comm	Water Revenue Bonds	1.200	02/08/23	Non-Rated
Braymer-Missouri	Comb Wtrwrks & Swg Sys Rev Bond	.368	02/13/23	Non-Rated
Prairie Du Sac Village-Wisconsin	Water & Sewer Sys Rev Bonds	2.220	04/25/23	Non-Rated
Portland City-Oregon	2nd Ln Swr Sys Rev & Ref Bonds	426.670	05/03/23	Moody's Aa2, S&P AA
Seminole Utilities Authority	Sales Tax Revenue Bonds	3.290	05/25/23	Non-Rated
Seminole Utilities Authority	Sales Tax Revenue Bonds	8.850	05/25/23	Non-Rated
Hayes Center Vlg-Nebraska	Water Revenue Bonds	.420	06/23/23	Non-Rated
<b>Total: 117 series; 105 issues</b>		<b>Total Par (\$ in Mil):</b>	<b>2011.667</b>	



## Attachment B: Important Disclosures and Disclaimers Regarding Our Proposal

*Neither this material nor any of its contents may be disclosed, sold, or redistributed, electronically or otherwise, without prior written consent of Davidson Companies. The information presented herein is based on public information we believe to be reliable, prevailing market conditions, as well as our views at this point in time. We make no representation or warranty with respect to the accuracy or completeness of this material. Past performance is not necessarily indicative of future results. Davidson Companies does not assume any liability for any loss which may result from the reliance by any person upon such material. We make no representations regarding the legal, tax, regulatory, or accounting implications of entering into a Transaction.*

*Required Disclosure Pursuant to MSRB Rule G-23: An underwriter's primary role will be to purchase as principal, or arrange for the placement of the securities in a commercial arm's length transaction with the issuer, and may have financial and other interests that differ from those of the issuer. D.A. Davidson & Co. is providing the information contained herein for informational purposes only in anticipation of being engaged as underwriter.*

*The primary role of an underwriter is to purchase securities with a view to distribution in an arm's-length, commercial transaction with the issuer. Before acting on this information, it should be discussed with the financial and/or municipal, legal, accounting, tax and other advisors you deem appropriate. As underwriter, Davidson's primary role will be to purchase as principal, or arrange for the placement of, the Bonds in a commercial arm's-length transaction with the Issuer. Davidson has financial and other interests that differ from those of the Issuer. MSRB Rule G-17 requires Davidson to deal fairly at all times with both municipal issuers and investors. Unlike a municipal advisor, Davidson does not have a fiduciary duty to the Issuer under federal securities laws and therefore is not required by federal law to act in the best interests of the Issuer without regard to our own financial or other interests. The Issuer may choose to engage the services of a municipal advisor with a fiduciary obligation to represent the Issuer's interest in this transaction. Davidson has a duty to purchase Bonds from the Issuer at a fair and reasonable price, but must balance that duty with the duty to sell the Bonds to investors at prices that are fair and reasonable. Davidson will review any official statement for the Bonds in accordance with, and as part of, its responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of this transaction.*

*This proposal is submitted in response to your Request for Proposal distributed on July 24, 2023. The contents of this proposal and any subsequent discussions between us, including any and all information, recommendations, opinions, indicative pricing, quotations and analysis with respect to any municipal financial product or issuance of municipal securities, are provided to you in reliance upon the exemption provided for responses to requests for proposals or qualifications under the municipal advisor rules (the "Rules") of the Securities and Exchange Commission (Rule 15Ba1-1 et seq.).*

*In submitting this proposal, we are not undertaking to act as a "municipal advisor" to you or any other person within the meaning of Section 15B of the Securities Exchange Act of 1934 and the Rules. In connection with this proposal and the transactions described herein, we are not acting as a financial advisor or municipal advisor to you or any other person, and are not subject to any fiduciary duty to you or to any other person. We understand that you will consult with and rely on the advice of your own municipal, financial, tax, legal and other advisors in connection with your evaluation of this proposal and the transactions described herein.*

Proposal to Provide Underwriting Services

# City of Hailey, Idaho

August 23, 2023, 4:00 p.m. MT

City of Hailey, Idaho



**CONTACT:**

Lindsay Sovde  
Senior Managing Director  
[Lindsay.Sovde@hilltopsecurities.com](mailto:Lindsay.Sovde@hilltopsecurities.com)

Phone: 206.414.8333

August 23, 2023  
Proposal to Provide  
Underwriting Services



**Lindsay Sovde, Senior Managing Director**  
[Lindsay.Sovde@hilltopsecurities.com](mailto:Lindsay.Sovde@hilltopsecurities.com)

Phone: 206.414.8333

August 23, 2023

**Via Email:**

City of Hailey, ID  
**Lisa Horowitz**  
City Administrator  
Email: [lisa.horowitz@haileycityhall.org](mailto:lisa.horowitz@haileycityhall.org)  
Phone: (208) 788-4221

cc:

**Via Email:**

Piper Sandler & Co.  
**Eric Heringer**  
Municipal Advisor  
Email: [eric.heringer@psc.com](mailto:eric.heringer@psc.com)  
Phone: (208) 344-8561

Dear Selection Committee:

On behalf of Hilltop Securities Inc. ("HilltopSecurities" or the "Firm"), we are pleased to submit the credentials of our firm to provide Underwriting Services to the City of Hailey, Idaho (the "City"). The substantial national and local resources of our firm, represented by the experienced, high-quality team we have assembled, can serve the City well as part of its financing team.

**Seasoned Professionals with Local Knowledge, Sector Experience and National Presence** – HilltopSecurities is based in Dallas, Texas, and we recently opened our first Pacific Northwest office in Seattle which is led by Lindsay Sovde, a long-time veteran in the Public Finance industry in the northwest. Ms. Sovde previously worked for 18 years for Piper Jaffray, and their predecessor, Seattle-Northwest Securities, giving her ample knowledge of the municipal bond market.

HilltopSecurities' decades of experience as underwriters of municipal debt for issuers nationwide will benefit the City. We have a broad and deep distribution network with 179 sales, trading, underwriting and retail sales professionals. We talk to the Tier 1 investors, but we also have strong relationships with the Tier 2 and 3 investors as well as Retail, and these are the buyers who will drive the yields on your bonds down. HilltopSecurities has a strong presence supporting general obligation bond underwritings across the nation. Our underwriting desk and banking team strive to provide unique solutions and the highest caliber of service and support to issuers.

**Experienced Underwriter** – According to Refinitiv, for the five-year period ending July 31, 2023, HilltopSecurities has served as lead or co-managing underwriter on 1,475 long-term bond issues totaling \$68.60 billion in par amount. On average, our desk is involved in 21 transactions every week either as underwriter or financial advisor. Our volume of participation in the public finance arena gives our firm a unique and broad perspective that bring the most up-to-date structuring ideas and marketing strategies being employed across all sectors of the market to the clients we serve.

HilltopSecurities appreciates the opportunity to submit this proposal to the City. Should you have any questions or desire additional information, please do not hesitate to contact us.

Sincerely yours,

Lindsay Sovde  
Senior Managing Director



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DISCLOSURE: HilltopSecurities Inc. (“HilltopSecurities”) is providing the information contained in this document for discussion purposes only in anticipation of serving as underwriter to the City of Hailey, Idaho (the “City”). As an underwriter, HilltopSecurities’ primary role is to purchase securities for resale to investors in an arm’s length transaction between the City and HilltopSecurities. HilltopSecurities’ financial and other interests will differ from those of the City, and therefore, HilltopSecurities will not serve as a municipal advisor, financial advisor, or fiduciary to the City or any other person or entity on such transaction, regardless of whether HilltopSecurities or its representatives or affiliates have advised or are advising any such parties on other matters. The information provided herein is not intended to be and should not be construed as “advice” within the meaning of Section 15B of the Securities and Exchange Act of 1934. The City should consult with its financial, municipal, legal accounting, tax and/or other advisors, as applicable, to the extent it deems appropriate. If the City would like a municipal advisor that has legal fiduciary duties to it, the City should consider engaging a municipal advisor to serve in that capacity. HilltopSecurities will not have any duties or liability to any person or entity in connection with the information being provided herein. The information provided in this document is indicative only and constitutes our judgment as of this date based on current market conditions and other information available to us.

## (1) Team Description

**a) Please provide the name, title, address, telephone, and e-mail of the banker who will serve as your firm’s lead contact. Include a brief résumé for this individual that includes his or her years of experience in this role.**

Lindsay Sovde, Senior Managing Director, will be the lead contact for the firm’s engagement with the City out of our Seattle Office.

Primary Contact
<p><b>Lindsay Sovde</b>            Senior Managing Director, Head of Pacific Northwest Region            Seattle Office            Phone: 206.414.8333   <a href="mailto:lindsay.sovde@hilltopsecurities.com">lindsay.sovde@hilltopsecurities.com</a></p>

### Lindsay Sovde Senior Managing Director

- Head of the Pacific Northwest Region for Public Finance and lead Banker for the City
- 20+ years’ experience in public finance and commercial banking
- Joined HilltopSecurities in 2021; will be the City’s day-to-day project manager, responsible for the coordination and performance of the HilltopSecurities team
- Experience includes working with a broad range of issuers such as cities, counties, ports, water/sewer districts, public facilities districts, hospital districts, jails, regional fire authorities and fire districts in Washington
- Co-Founder and former Board Member of the Pacific Northwest Chapter of Women in Public Finance
- Bachelor of Arts, University of Washington Foster School of Business | Master of Business Administration, Portland State University
- FINRA Series 50, 52, 63 and 79 registrations



**b) Please provide the name, title, address, telephone, and e-mail of the individual who will serve as your firm’s lead underwriter. Include a brief résumé for this individual that includes his or her years of experience in this role.**

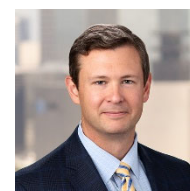
William “Bill” Evans, Senior Managing Director, will serve as the firm’s lead underwriter for the firm’s engagement with the City out of our Dallas Headquarters Office. Megan Sienty, Managing Director, will provide back-up underwriting services.

### William “Bill” Evans Senior Managing Director

**214.859.9421**  
[william.evans@hilltopsecurities.com](mailto:william.evans@hilltopsecurities.com)

**717 N. Harwood Street**  
**Suite 3400**  
**Dallas, TX 75201**

- Lead underwriter who will provide market guidance when pricing the City’s bonds
- Long-term underwriter of municipal bonds
- 20+ years’ experience as a municipal bond underwriter and 2 years with the firm; Head of Municipal Underwriting
- Responsible for both negotiated and competitive underwriting efforts on a taxable and tax-exempt basis
- Clients served include large national issuers as well as local governments, higher education, housing and high-yield transactions
- Bachelor of Business Administration in Finance & Accounting, Northeastern University | Executive Master of Business Administration, Fordham University
- FINRA Series 7, 50, 53, 63 and 3 registrations



**Megan Sienty**  
**Managing Director**

**214.953.4040**  
**megan.sienty@hilltopsecurities.com**

**717 N. Harwood Street**  
**Suite 3400**  
**Dallas, TX 75201**

- Back-up underwriter for the City
- Long-term underwriter of municipal bonds
- 14+ years' experience as a municipal bond underwriter and 12 years with the firm
- Responsible for both negotiated and competitive underwriting efforts on a taxable and tax-exempt basis
- Bachelor of Mathematics, Texas A&M University - Commerce
- FINRA Series 7, 50, 53, and 63 registrations



**c) Please provide contact information for any other core team members who would work on the proposed transaction. Please summarize the function of these individuals within your organization as well as their professional background and experience.**

The engagement team's core includes Katie Koster, Managing Director, who will serve as the team's back up banker; Kris Vasquez, Associate, who will provide quantitative services; and Ted Chapman, Credit Analyst, who will serve as the ratings specialist.

Back-up Banker	Quantitative Associate	Ratings Specialist
<b>Katie Koster</b> Managing Director Solana Beach Office Phone: 949.287.8711 katie.koster@hilltopsecurities.com	<b>Kris Vasquez</b> Associate Dallas Office Phone: 214.953.4223 kristopher.vasquez@hilltopsecurities.com	<b>Ted Chapman</b> Credit Analyst Dallas Office Phone: 214.859.1067 ted.chapman@hilltopsecurities.com

**Katie Koster**  
**Managing Director**

**949.287.8711**  
**katie.koster@hilltopsecurities.com**

**777 S. Hwy 101**  
**Suite 104**  
**Solana Beach, CA 92075**

- More than 28 years of experience assisting municipalities access the capital markets to fund critical infrastructure.
- Specializes in economic development projects throughout the western US structuring debt supported by special tax and assessment revenues, land development, tax increment, and general fund or enterprise revenues.
- Has completed over 200 municipal financings for municipalities throughout California and the southwest. California clients have included the cities of Los Angeles, San Diego, Riverside and San Francisco, the counties of Los Angeles, Riverside and San Diego, and the Temescal Valley, Eastern Municipal and Irvine Valley Water Districts to name a few.
- Founder and past President of Women in Public Finance – Los Angeles Chapter and served on the Women in Public Finance National Board as Vice President and appointed Chair of the Strategic Planning Commission, receiving the "She's Our Hero" award in 2018
- Frequent speaker, panelist and moderator for California Debt & Investment Advisory Commission (CDIAC) education conferences and the California Bond Buyer Conference on a variety of subject matters including legislative compliance, disclosure, diversity & inclusion and the municipal markets generally
- Bachelor of Arts, Pepperdine University
- FINRA Series 7, 50, 53, 63 and 79 registrations



**Kristopher Vasquez**  
Associate

**214.953.4223**  
[kristopher.vasquez@hilltopsecurities.com](mailto:kristopher.vasquez@hilltopsecurities.com)

**717 N. Harwood Street**  
**Suite 3400**  
**Dallas, TX 75201**

- Lead analyst for our engagement with the City
- Specializes in technical and analytical investment banking services for cities, counties, school districts, higher education, healthcare providers, and other local government issuers
- Joined the firm in 2022
- Supports senior-level banking professionals
- Provides quantitative financial analysis, including refunding analysis, debt structuring, cash flow models and credit analysis
- Currently affiliated with the Municipal Advisory Council of Texas
- Bachelor of Arts in Government, The University of Texas at Austin
- FINRA Series 50, 52, 63 and 79 registrations



**Theodore “Ted” Chapman**  
Credit Analyst

**214.859.1067**  
[ted.chapman@hilltopsecurities.com](mailto:ted.chapman@hilltopsecurities.com)

**717 N. Harwood Street**  
**Suite 3400**  
**Dallas, TX 75201**

- Internal credit analyst who will advise on steps the City can take to maximize its credit rating
- Specializes in public finance credit analysis
- 25+ years’ experience in public finance (21 years as municipal bond credit analyst at S&P Global Ratings, serving as subject matter expert and credit rating author); 1 year with the firm
- Experience and expertise in broad range of sectors, including state and local government general obligation and appropriation-backed debt, municipal utilities, public power and special tax
- Bachelor of Arts in Political Science, University of Arizona | Master of Public Administration, University of Texas at El Paso
- FINRA Series SIE, 50 registrations



**d) Please provide information concerning any legal or disciplinary events in the last 10 years with a securities regulatory body involving the individuals identified in a), b) or c) above.**

From time to time in the ordinary course of its business, HilltopSecurities is called upon to respond to inquiries or is subject to investigations or proceedings by federal, state or industry self-regulatory organizations. The firm is also involved, from time to time, in civil legal proceedings and arbitration proceedings concerning matters arising in connection with the conduct of its business. To the best of our knowledge, information and belief based upon the facts available at this time, there is no threatened or pending inquiry, investigation, litigation, arbitration or regulatory proceeding that we believe would have a material adverse impact on the ability of HilltopSecurities to perform public finance underwriting services. The Financial Industry Regulatory Authority (FINRA) maintains a public database known as BrokerCheck© that discloses reportable regulatory matters for HilltopSecurities. BrokerCheck© may be found at [www.FINRA.org](http://www.FINRA.org).



## (2) Experience and Underwriting Capability

**a) Please provide, in an appendix, a list of comparable water or wastewater revenue bonds for which your firm has acted as the senior managing underwriter since January 1, 2020. Include both the ratings and the par amount of each issue. Please total the columns detailing the number of transactions and the par amounts.**

From January 1, 2020, through July 31, 2023, HilltopSecurities performed as senior-managing underwriter on 104 bank-qualified water and wastewater bonds with a total par amount of \$452.71 million, according to Refinitiv. Of these issues, nine are revenue bonds, with a par amount of \$52.35 million. Additionally, over the same period, we have advised on 158 revenue bonds for water and wastewater issuers for a total par volume exceeding \$14.90 billion, according to Refinitiv, which earned us the ranking of #2 financial advisor to water and wastewater issuers across the U.S. We have experience with all types and sizes of governmental issuers, and with varied sizes and complexities of issues. In most engagements with water and wastewater clients, we are accustomed to providing extensive debt and operational modeling during the financing process to develop recommendations and a plan that can optimally finance needed improvements with minimal rate impact.

**b) Please provide a statement of the net underwriting capital of your firm as of March 31, 2023 (do not include capital of any firm without full common ownership with your own).**

### Capital Strength

HilltopSecurities' capital position is as follows:

HilltopSecurities' Capital Position (Unaudited \$mm)			
Date	Equity (Total Capital)	Net Regulatory Capital	Excess Net Capital
3/31/2023	\$401.57	\$271.19	\$262.53
6/30/2023	\$408.78	\$265.23	\$257.20

As of June 30, 2023, the firm's underwriting capacity exceeds \$1 billion. Please note that the firm's ultimate underwriting capacity for a single transaction is dependent upon many factors, including but not limited to profile, security structure, duration and percent of transaction sold in the marketplace and regulatory constraints including commitments to other transactions. HilltopSecurities has a demonstrated record of supporting issues as a senior manager and as a co-managing underwriter. The firm is dedicated to the municipal bond market. We are known best for our history as a leading underwriter or financial advisor to municipalities across the nation. Our capital and resources directly support our municipal trading and underwriting activities, and our management thoroughly understands municipal risk.

Markets are such that no firm can commit to underwrite bonds regardless of market conditions; however, HilltopSecurities can and does underwrite bonds and has never been restricted in a capital commitment to a municipal client. As long as HilltopSecurities believes the securities are priced fairly, we will stand behind our pricing rather than allow investors to dictate higher yields just to secure a going away order. This allows HilltopSecurities to help our clients achieve their goals by obtaining on-market financing results on any given day.

**c) Please provide three narrative examples from the last twelve months of your firm's willingness to put your capital at risk by underwriting unsold balances.**

### Capital Commitments

HilltopSecurities has an internal Commitment Committee that meets weekly to review capital commitments for the upcoming week. All negotiated underwritings are required to be reviewed and approved by the Commitment



Committee prior to pricing. At the time of pricing, the firm’s underwriters can make capital commitments on negotiated financings without seeking additional approvals so long as those commitments align with the firm’s risk guidelines.

Below is a table of recent senior managed transactions where HilltopSecurities utilized its capital to underwrite unsold balances at pricing:

Balances Underwritten on Recent Negotiated Transactions					
Sale Date	Par (\$Mil)	Issuer / Issue Description	HTS Liability	% Bonds Underwritten	Rating (M/S/F)
6/15/2023	2,000	Superstition Vistas CFD 1, AZ Spcl Assess Rev Bds S23	100%	25.05	NR
6/6/2023	15,910	Southeast Reg Mgmt Dist TX UT Road Bds S23	50%	8.58	A1/AA-AGMC
5/19/2023	40.390	Pajaro Valley Wtr Mgmt Agency, CA Wtr Rev COP, S23	100%	7.51	- / A / -
5/17/2023	2.945	San Bernardino CFD 2018-2, CA Spcl Tx Bds, S23	100%	100.00	NR
5/2/2023	8.740	Loving Muni SD 10, NM GO Bds, S23	100%	23.11	Aa3 / - / -
4/4/2023	60.880	Galveston ISD, TX UT Sch Bldg Bds, S23A	40%	8.27	Aaa PSF
4/4/2023	40.010	South Orange County CA PFA, Spcl Tx Rev Refdg Bds S23A	100%	18.51	- / AA / -
4/3/2023	12.300	St. Ann, MO GO Bds S22A & S23B	100%	29.63	A3 / - / -
5/24/2023	12.140	Seminole, OK Sales Tax Rev S23A & Taxable S23B	67%	8.19	Baa1 / - / -
2/15/2023	104.255	Houston ISD, TX LT Refdg Bds, S23A	50%	8.46	Aaa / Aaa PSF
2/15/2023	9.145	Gruver ISD, TX UT Sch Bldg Bds, S23	100%	36.09	Aaa PSF
10/20/2022	2.500	Stow-Munroe Falls CSD, OH Schl Facs COPs S22	100%	22.60	A1 / - / -
9/14/2022	4.540	Newark, OH GO Bds S22	100%	14.98	- / AA- / -
9/6/2022	4.445	Universal City, TX WW and SS Rev Bds S22	100%	7.31	- / AA+ / -
8/29/2022	1.985	Paint Creek ISD, TX UT School Bldg Bds S22B	100%	61.71	AAA PSF
8/10/2022	3.505	San Bernardino CFD 2020-1, CA Spcl Tx Bds, S22	100%	29.96	NR

Specifically, three examples of HilltopSecurities putting its capital at risk to support our clients’ pricing include:

**\$40,390,000 Pajaro Valley Water Management Agency, CA Water Revenue COP Series 2023**

In May 2023, HilltopSecurities underwrote approximately 7.5% “A” rated (with “AA BAM wrap) Water Revenue Bonds for the Pajaro Valley Water Management Agency. Interest rates were moving higher over the previous couple of days with +11 bps of movement between pre-pricing and pricing and over +15 bps throughout the yield curve for the week. Investors in the medium-range maturities were spotty.

With interest rates expected to continue to climb in the upcoming months, the Agency and its Municipal Advisor chose to go ahead with pricing as planned. Hilltop fulfilled its commitment to the Agency and underwrote unsold balances in the 2030 – 2035 maturities.

**\$2,945,000 San Bernardino CFD 2018-2, CA Special Tax Bonds Series 2023**

CFD 2018-2 (Verdemont Ranch) City of San Bernardino was an unrated credit with a 10.3:1 value-to-lien, 100% building permits and nearly 50% sold to individual homeowners; however, the par size was small – under \$3MM - which resulted in par size per maturity of between \$5,000 - \$60,000. Typically, institutional buyers prefer maturity

sizes of +\$1MM. Additionally, MMD saw between 0 and 7 bp cuts (higher rates) between pre-pricing and pricing on May 17<sup>th</sup>, 2023. As such, there were no orders on the transaction at pricing.

Despite receiving no orders, HilltopSecurities underwrote 100% of the transaction and tightened spreads throughout the yield curve in order to maintain competitiveness with comparable recent transactions eventually selling all balances via our retail distribution outlet.

### **\$40,010,000 South Orange County Public Finance Authority, CA Special Tax Revenue Refunding Bonds Series 2023**

HilltopSecurities was hired by the South Orange County PFA to refund its 2013 Special Tax Revenue Refunding Bonds. Authority staff was working on another separate refunding transaction with a competing underwriter which was very similar in size, location, scope, and credit quality (except that the competing transaction had a one notch lower rating from S&P – HilltopSecurities’ transaction rating of “AA” vs. competing transaction rating of “AA-”). Hilltop recommended pricing the stronger credit a day earlier than the weaker credit in order to leverage strong pricing and potentially picking up investors who didn’t get allocation the day prior.

However, due to the significant volume of transactions in the market that week, the Authority, and its Municipal Advisor determined that they wanted to price both deals on the same day. Due to a +5bp difference in yields, the weaker competitor transaction saw more volume of orders and our stronger credit had approximately \$7.4 million in unsold bonds (in specific maturities). HilltopSecurities underwrote what equated to approximately 18.5% of the transaction to support pricing for the Authority.

Additionally, due to strong demand and oversubscription in several maturities, Hilltop was able to improve pricing overall by more than 15 bps. The economic results for the constituents of the County were exceptional. For further insight, please feel free to contact Louis McClure, Finance Director, County of Orange, CA at 714-834-5999 or [louis.mcclure@ocgov.com](mailto:louis.mcclure@ocgov.com).

### **(3) Market and Structure Recommendations**

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**a) Please provide your opinion regarding which rating agency or agencies to utilize for this issuance.**

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#### ***Hailey, Through the Eyes of the Rating Agencies – Telling the City’s Credit Story***

Generally, following the recession of 2007 to 2010, the credit rating agencies revised their respective bond rating criteria, including those for issuers of municipal bonds for local governments and municipal utility systems, in an attempt to make what they do more transparent. The result was a scorecard approach by which S&P Global Ratings (S&P) and Moody’s Investors Service (Moody’s) assign quantitative values to rating factors such as financial indicators and economic fundamentals. Unfortunately, in our view, the scorecard approach unfortunately reduces a credit profile down to numbers, data points and checking boxes. Therefore, our credit team has provided a plain English ‘translation’ of rating agency terms to provide the City with the context of the range of most likely outcomes should the financing team pursue a rating (even a non-public indicative rating opinion) on the Series 2023 Bonds.

#### ***Moody’s Key Credit Factors, Summarized***

Since the City does not currently have any *publicly rated* debt secured by the net revenues of its wastewater system (past bond sales reflected only the insurer’s rating), and because the rating agencies periodically revise their methodologies from time to time, we have summarized the Moody’s approach in the below graphic.

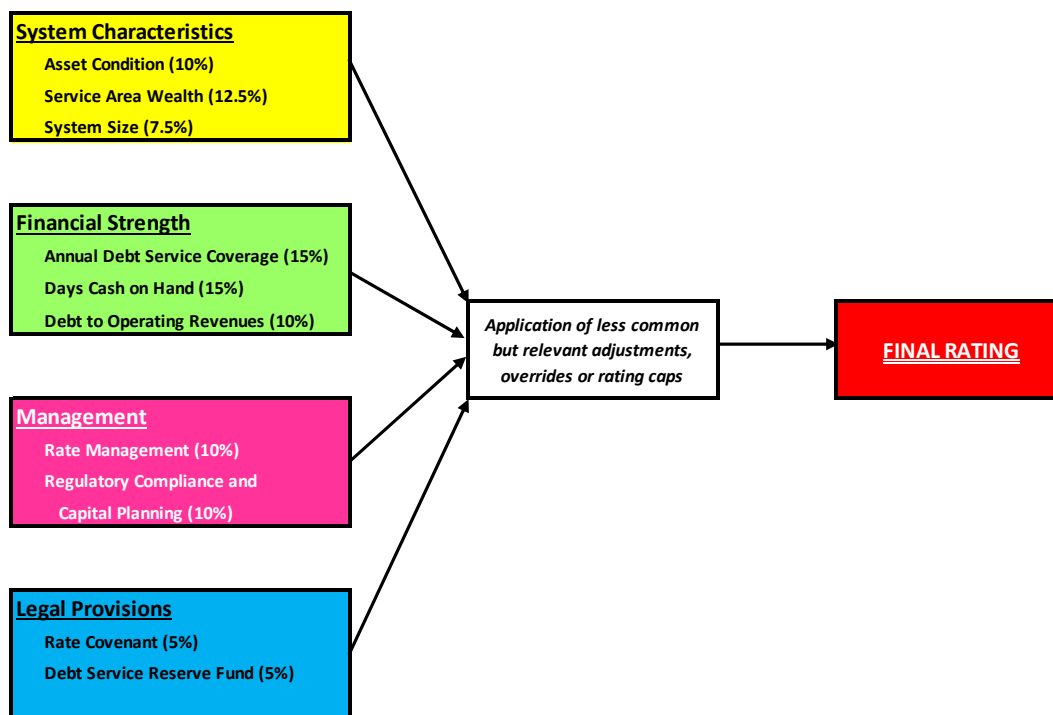
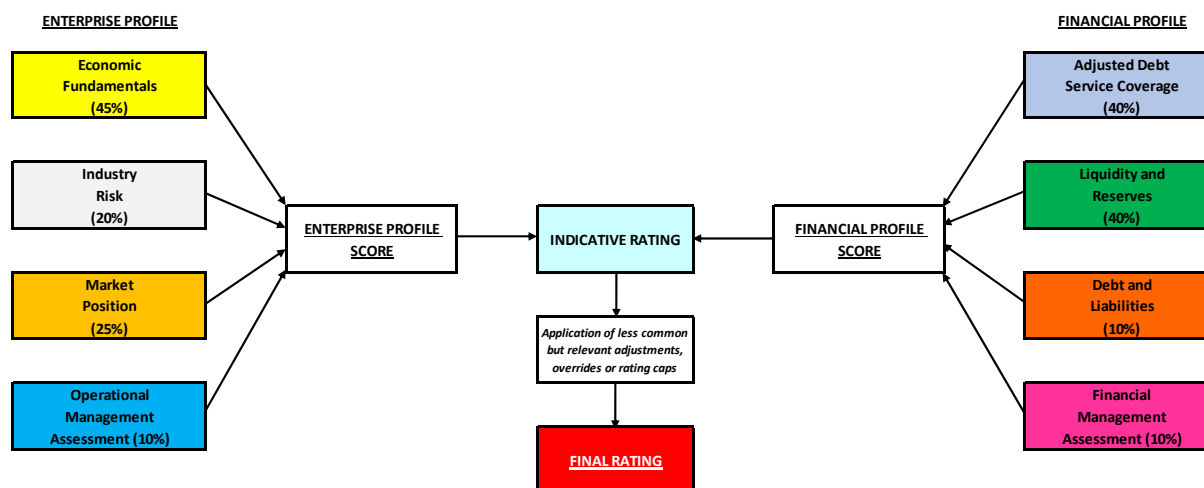


Figure 1. From Moody's Investors Service. "US Municipal Utility Revenue Debt" (Oct. 19, 2017).

### S&P's Key Credit Factors, Summarized

The S&P criteria - which was authored by our in-house credit specialist who was, at the time, the lead S&P subject matter expert for drinking and clean water utilities - is deeper than the Moody's methodology, but ultimately also aims to assess general creditworthiness. Whereas the Moody's criteria is one-dimensional, the S&P approach is two-dimensional: it still includes an evaluation of the traditional financial metrics, but also includes a granular analysis of the brick-and-mortar assets of the system.



Simply put, each of the key credit factors for both rating agencies has inputs that feed into their respective scorecards. These inputs come from sources including the City's audited financial statements, from subjective observations made by the analysts; and from supporting documents such as the bond indenture - the main purpose of which is to define

what the City will or will not do in order to meet its financial obligations - as well as any forward-looking reports such as a rate study. In each case, a lower score is better and a score of '1' on a 1 to 6 scale is the most favorable.

### ***Economic Fundamentals/System Characteristics***

We anticipate that Moody's for the most part will find this a clear area of strength. The most heavily weighted factor is the City's income indicators as a percentage of the US. The City's median household and per capita incomes are at approximately 93% that of the US, so right about at the national average. Moody's uses a financial statement ratio to determine asset condition, dividing net fixed assets by the annual depreciation expense. The one area of weakness is not a weakness of the City, per se, but an inherent size bias (measured in O&M expenses) found in both the Moody's and the S&P rating criteria: larger systems benefit from natural operational and even financial economies of scale, all other things being equal. Their rating criteria have an explicit (though *not* heavily weighted) favoring of larger systems to acknowledge that.

### ***Management and Governance***

These inputs are highly subjective and observational, based on a preponderance of evidence. However, they are material and relevant. Rating agencies, investors and others realize that there are some things that are vitally important to the credit profile, even if hard to measure. Rate management, as evidence by demonstrated track record of making regular, as-needed rate adjustments, will be a rating strength. We assumed the second-best instead of most favorable score for rate management, since the most favorable score is typically reserved for pre-approved, multi-year rate adjustments. To be conservative, HilltopSecurities assumed a midpoint/neutral score for the regulatory compliance and capital planning scorecard input; the very best scores are uncommon, and most wastewater systems have at least some minor issues such as I&I and periodic FOG-related backups. S&P's analysts will also ask about how the City manages cybersecurity and environmental (flood, drought and wildfire) risks.

### ***Finances***

Because the City would be a new rating, the City should expect each agency to have robust conversations with the City's management team. HTS used conservative assumptions when modeling these inputs, to establish a worst-case outcome. Specifically, we used the maximum projected annual debt service payment, excluded system hook-up fees, and averaged the results from Fiscals 2020 thru 2022. The S&P methodology makes some adjustments in how it calculates debt service coverage, but we have assumed similar conservatism in their model as well. Conversely, liquidity is a clear area of strength: the more than \$4 million in total available reserves in the wastewater fund is equivalent to several times the system's annual operating expenses. Moody's uses a debt-to-revenues ratio to assess leverage, and they will find the system has reasonable financial capacity. S&P's leverage ratio is analogous to a corporate-like debt-to-capitalization ratio, and while this would score unfavorably per their methodology it is not a heavily weighted scorecard input.

### ***Legal Provisions***

Moody's evaluates the rate covenant and debt service reserve fund (DSRF) as inputs into the scorecard. Those covenants established in the 2014 Loan Agreement are common in municipal utility revenue bonds and in our view are sufficient. HilltopSecurities does not recommend making them any more robust. S&P does not consider legal provisions unless they view them to be extraordinarily weak in protecting basic bondholder interests, which is not the case for Hailey.

### ***Summary – Likely Moody's Outcome***

HTS used conservative assumptions to establish many of the inputs we modeled, which we believe establishes a "no worse than" scenario. It is important to note, however, that the scorecard-indicated outcome rarely equates to the final

rating. Instead, the scorecard simply suggests a starting point for the rating committee’s discussion. We believe therefore that a realistic range of outcomes is a rating of ‘A1’ plus or minus one notch. It is important to point out that Moody’s does not currently have any underlying ratings on any municipal utility system in the State (an underlying rating is a rating of the City’s system without any boost like bond insurance). Building a new rating relationship means taking nothing for granted when meeting with the analysts. It may also mean that a first-time rating is lower than the desired outcome based on inherently conservative analytical judgment due to the lack of rated peers.

**Summary – Likely S&P Outcome**

Just as we noted for the Moody’s summary, so it is for S&P that the scorecard-indicated outcome rarely equates to the final rating. For example, in applying the S&P model to the City’s credit fundamentals, the scorecard-indicated outcome is on the cusp, borderline between a rating of ‘A+’ and a rating of ‘A’, entirely dependent upon how much they apply stress scenarios to the debt service coverage. One advantage of S&P, however, is that they do have a (small) presence in the State, including:

System	Rating	Outlook
Coeur D’Alene (wastewater)	AA	Stable
Post Falls (water)	AA	Stable
Chubbuck (water)	AA-	Stable
Eagle Sewer District	AA-	Stable
Ketchum (wastewater)	A+	Stable
Payette Lakes Water & Sewer District (wastewater)	A	Stable

**Rating Agencies: Which One?**

While only a modeled outcome, we believe the HilltopSecurities analysis represents an informed opinion and therefore offer the following considerations that we believe may lean the financing team towards S&P:

- A rating outcome of A1 would be identical to a rating outcome of A+ and we think it is highly probable that the range of likely rating outcomes would be plus or minus one notch at either rating agency.
- While S&P has only a small presence of utility ratings in the State, Moody’s has none.
- Both rating agencies have San Francisco offices, while S&P also has a presence in Denver. While that means the ‘closest’ offices are still not that close to Hailey, it does mean both rating agencies will have analysts that understand the nuances of utility operations in the Western US.
- Based on the 2023 fee schedules, the expected cost of a Moody’s rating for a revenue bond sale of \$5.0 to \$10.0 million is \$20,000
- Based on the 2023 fee schedules, the expected cost of a S&P rating for a revenue bond sale of less than \$10.0 million is \$13,500 to \$22,500

**b) Briefly describe market conditions for Bank-Qualified bonds and the types of investors you anticipate participating in the 2023 Bond sale given recent market conditions.**

The currently inverted yield curve for Treasury bonds is giving investors the option to purchase short term taxable bonds at relatively high interest rates. The benefit of Bank Qualification (“BQ”) is based on a formula where investors analyze the taxable equivalent yield of maturities of tax-exempt bonds. Currently, Treasury bonds are providing higher yields, even after considering the tax impacts, than tax-exempt bonds in the shorter maturities. Therefore, there is less demand for BQ bonds in the market today than there has been in other markets. In fact, many banks are selling their BQ bonds in order to purchase Treasuries at higher yields. There is more interest in BQ bonds from bank purchasers

in maturities exceeding 10 years but that does not apply to the City’s bond issue. We believe there will not be a substantive interest rate benefit as a result of deeming the City’s bond issue as BQ.

We expect the buyers of the bonds to generally be Separately Managed Accounts (“SMA’s”) and retail buyers in higher tax brackets as well as certain bond funds. It is also possible that there will be some local bank purchasers who are looking to support the City and/or meet Community Reinvestment Act (“CRA”) requirements, but we do not expect broad participation from banks.

**c) Please provide your estimate of yields for this issue under a tax-exempt (Federal and State of Idaho) structure as of August 17, 2023. Using the sample amortization provided below, please provide the spread to the August 17th end-of-day MMD scale (no interpolation) on a maturity-by-maturity basis. Include term bonds where you deem appropriate. Please provide estimates based on the following ratings & optional redemption features:**

1. S&P “A” underlying rating without bond insurance, bank qualified, 5% coupon structure, 9/15/2033 first call date.
2. S&P “A” underlying rating with bond insurance, bank qualified, 5% coupon structure, 9/15/2033 first call date.

**A-underlying with bond insurance as of August 17, 2023:**

Year	Coupon	Principal	MMD	Yield	Spread to MMD
2035	5.00%	545,000	3.00	3.57	0.57
2036	5.00%	570,000	3.12	3.72	0.60
2037	5.00%	600,000	3.25	3.87	0.62
2038	5.00%	630,000	3.36	3.99	0.63
2039	5.00%	660,000	3.40	4.04	0.64
2040	5.00%	695,000	3.44	4.09	0.65
2041	5.00%	730,000	3.49	4.14	0.65
2042	5.00%	765,000	3.55	4.20	0.65
2043	5.00%	805,000	3.59	4.24	0.65

**A-underlying with no bond insurance as of August 17, 2023:**

Year	Coupon	Principal	MMD	Yield	Spread to MMD
2035	5.00%	545,000	3.00	3.70	0.70
2036	5.00%	570,000	3.12	3.87	0.75
2037	5.00%	600,000	3.25	4.05	0.80
2038	5.00%	630,000	3.36	4.19	0.83
2039	5.00%	660,000	3.40	4.24	0.84
2040	5.00%	695,000	3.44	4.29	0.85
2041	5.00%	730,000	3.49	4.34	0.85
2042	5.00%	765,000	3.55	4.40	0.85
2043	5.00%	805,000	3.59	4.44	0.85

#### (4) Fees and Expenses

a) Please provide your proposed maturity-by-maturity takedowns for this issue, as well as a detailed breakdown of other fees and expenses. Please include dollar amounts of estimated expenses and include the cost of the Gameday service from IPreo, or another comparable service. Do not include expenses that the underwriter is not traditionally responsible to pay.

Following is our fee for underwriting the City’s bond issue. Our fee is the same whether the bonds are insured or have only the underlying credit rating.

Total Underwriting Fee		
	Fee	
Management	\$	0.00
Average Takedown	\$	3.25
Underwriting Expenses	\$	1.72
<b>Total</b>	<b>\$</b>	<b>4.97</b>

Breakdown of Estimated Expenses		
	Per \$1,000	Dollars
U/W Counsel	1.250	\$ 7,500.00
Day Loan	0.024	\$ 144.33
IPreo	0.102	\$ 609.90
Game Day Monitor Fee	0.032	\$ 189.00
CUSIP Fee	0.115	\$ 689.00
DTC Fee	0.133	\$ 800.00
Disclosure	0.042	\$ 250.00
Clearance	0.017	\$ 100.00
<b>Total Estimated Underwriting Expenses</b>	<b>\$1.715</b>	<b>\$ 10,282.23</b>

Takedowns		
Maturity	Par Amount	Takedown
2035	\$ 545,000	2.75
2036	\$ 570,000	2.75
2037	\$ 600,000	2.75
2038	\$ 630,000	2.75
2039	\$ 660,000	2.75
2040	\$ 695,000	3.75
2041	\$ 730,000	3.75
2042	\$ 765,000	3.75
2043	\$ 805,000	3.75





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b) Please indicate whether your firm will require the use of underwriter's counsel. If yes, please provide an estimated or not-to-exceed cost for your counsel's services. The City has retained Hawley Troxell Ennis & Hawley (Boise, ID) as disclosure counsel, who will draft the Preliminary and Final Official Statements and render a 10b-5 opinion on which the underwriter may rely.

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If we are engaged as Underwriter, we will select Marc Greenough at Foster Garvey to serve as underwriter's counsel, with a NTE fee of \$7,500. His contact information is listed below.



**Marc R. Greenough**  
Foster Garvey PC  
Principal | Seattle  
[marc.greenough@foster.com](mailto:marc.greenough@foster.com)  
T 206.447.7888 | F 206.749.2088

We appreciate the opportunity to provide our credentials to the City of Hailey and we hope to be selected as your underwriter on this transaction. We believe our market knowledge, industry experience and expertise with the rating agencies will propel the City to the best outcome on the sale of its bonds.



# RESPONSE TO REQUEST FOR PROPOSALS

August 23, 2023



**RAYMOND JAMES**



August 23, 2023

Lisa Horowitz, City Administrator  
 City of Hailey, Idaho  
 115 Main Street South  
 Hailey, ID 83333

Eric Heringer, Municipal Advisor  
 Piper Sandler & Co.  
 101 South Capital Blvd.  
 Boise, ID 83702

Lisa and Eric:

On behalf of Raymond James & Associates, Inc. (“Raymond James” or the “Firm”), we are pleased to submit our response to the City of Hailey, Idaho (the “City”) Request for Proposals for Underwriting Services for the Series 2023 Wastewater Revenue Bonds. **With our 30 locations throughout Idaho and our access to local and regional investors, we believe that we are well positioned to assist the City with this issue.** Raymond James proposes to provide the City with the public finance expertise of a national firm and the local market knowledge and agility of a regional firm.

✓ **EXPERIENCED BANKERS AND UNDERWRITERS:** The Raymond James bankers and team members dedicated to the City are some of the most experienced in the business with a deep understanding of municipal finance, ratings and local governments. This experience has led to the team’s development of innovative financing structures, pre-marketing and marketing programs, and overall efficient deal management. Nick Dodd and Jim Buie will be the lead bankers on the Project and collectively have over 58 years of experience.

✓ **IDAHO PRESENCE:** Raymond James has numerous public finance offices throughout the country. Raymond James has been expanding its presence in recent years and is committed to growing our involvement in bond issues in the Mountain West region. Our firm already has a significant presence in Idaho with offices in Boise, Eagle, Garden City, Meridian, Blackfoot, Ketchum, Idaho Falls, Caldwell, Coeur D Alene and Twin Falls. **Raymond James has 30 office locations throughout Idaho with 63 retail advisors who oversee 19,338 retail investor accounts with \$4.858 billion in assets under management.**

✓ **BOND MARKET KNOWLEDGE COMES FROM BEING ACTIVE IN THE BOND MARKET:** Raymond James’ commitment to public finance is evidenced by the Firm’s municipal underwriting rankings. **We consistently rank as one of the Top 5 bond underwriters of senior managed negotiated and competitive long-term new issues in the country.** In 2022, Raymond James served as underwriter for 417 transactions for a total par amount of \$13.04 billion. Our underwriters are continuously in the bond market and will provide the City with valuable information regarding interest rates, bond market conditions, investor preferences and overall market sentiment.

National Municipal New Issues Full to Book (Equal if Joint) Year Ended 2020			
Rank	Underwriter	Par Amount (US\$ mil)	No. of Issues
1	Robert W Baird & Co	15,369	1129
2	Stifel	18,210	804
3	Piper Sandler & Co	20,140	735
<b>4</b>	<b>Raymond James</b>	<b>18,385</b>	<b>686</b>
5	RBC Capital Markets	28,361	569
6	DA Davidson & Co	5,356	486
7	BofA Securities	62,025	321
8	Citi	46,157	310
9	JP Morgan	44,072	296
10	Morgan Stanley	35,141	279
11	Wells Fargo	26,808	222
12	Barclays	16,869	83
13	Goldman Sachs	18,966	74
14	Jefferies	18,025	72
15	Siebert Williams Shank & Co LLC	10,732	54

National Municipal New Issues Full to Book (Equal if Joint) Year Ended 2021			
Rank	Underwriter	Par Amount (US\$ mil)	No. of Issues
1	Robert W Baird & Co	14,495	1022
2	Stifel	23,398	900
3	Piper Sandler & Co	18,207	839
<b>4</b>	<b>Raymond James</b>	<b>18,260</b>	<b>609</b>
5	RBC Capital Markets	27,702	533
6	BofA Securities	62,112	362
7	JP Morgan	35,587	284
8	Morgan Stanley	33,500	282
9	Citi	45,364	273
10	Wells Fargo	23,298	216
11	Jefferies	21,815	108
12	Barclays	16,904	100
13	Goldman Sachs	25,238	94
14	UBS	6,620	63
15	Siebert Williams Shank & Co LLC	8,162	54

National Municipal New Issues Full to Book (Equal if Joint) Year Ended 2022			
Rank	Underwriter	Par Amount (US\$ mil)	No. of Issues
1	Stifel	16,062	681
2	Robert W Baird & Co	9,495	665
3	Piper Sandler & Co	13,879	487
<b>4</b>	<b>Raymond James</b>	<b>13,046</b>	<b>417</b>
5	RBC Capital Markets	23,941	337
6	BofA Securities	44,481	229
7	JP Morgan	38,865	221
8	Morgan Stanley	26,920	192
9	Wells Fargo	20,615	158
10	Citi	27,009	154
11	Jefferies	15,785	95
12	Barclays	14,678	74
13	Goldman Sachs	16,978	67
14	Siebert Williams Shank & Co LLC	9,833	38
15	Samuel A Ramirez & Co Inc	7,314	32

✓ **EXTENSIVE DISTRIBUTION CAPABILITIES:** With 3,510 retail locations and approximately 8,700 financial advisors, we have one of the largest retail distribution networks in the country by number of locations and registered representatives. Furthermore, Raymond James has 30 office locations throughout Idaho with 63 retail advisors who oversee 19,338 retail investor accounts with \$4.858 billion in assets under management. Our municipal institutional sales and trading force is among the ten largest in the nation, and these professionals have well established relationships with the major institutional investors and bond funds. In addition, they cover many smaller and regional investors often overlooked by other firms. Access to these second and third tier institutional investors gives Raymond James an additional set of potential investors and the opportunity to potentially maximize the distribution and pricing efficiency of the City’s Wastewater Revenue Bonds.

✓ **CAPITAL POSITION:** Raymond James is one of the strongest capitalized securities firms in the country with over \$9.875 billion in equity capital as of March 31, 2023. Our strong capital position gives us maximum flexibility to aggressively price and support the City's Wastewater Revenue Bond issue, especially in difficult markets.

We believe that Raymond James has all of the necessary resources, skills and capabilities to successfully complete the City's issue. We look forward to working with you and we thank you for the opportunity to provide our underwriting proposal. If you have any questions about our proposal or credentials, please do not hesitate to contact us at (480) 877-3244.

Respectfully submitted,  
**RAYMOND JAMES & ASSOCIATES, INC.**



Nick Dodd  
Managing Director



Jim Buie  
Managing Director



Lori Sullivan  
Managing Director



Gregory M. Vahrenberg  
Managing Director

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**Appendix A: Experience with Water or Wastewater Revenue Bonds since January 1, 2020**

**Appendix B: Draft Financing Analysis (Insured Scenario)**

**Appendix C: Draft Financing Analysis (Rated Scenario)**



## Team Description

### Raymond James Public Finance

In order to ensure that the City’s receives our Firm's full commitment and resources, we believe in using a “team approach” in serving our clients. This structure has consistently proven to be the most effective in meeting our clients’ needs and providing them with the maximum available access to the full range of talents and expertise available from Raymond James. **Nick Dodd** and **Jim Buie** will lead a highly experienced team of senior bankers and pricing experts who all have built reputations of delivering excellent service to issuers of all types nationally. **Lori Sullivan** and **Greg Vahrenberg** will be support bankers. **Kelli Manson**, who has over 14 years of experience with bond issues, will work closely with Nick and Jim on all aspects of the bond issue for the City. **Nick Dodd** will serve as the primary point of contact for the Firm and be available for all meetings and calls. **Marc Krasner** will provide the analytic support, including running all of the new money analyses and preparing the pro forma cash flows. **David Sutton** leads the Firm’s Investment Strategies Group and will provide expertise on investment of project funds.


This engagement will be a top priority, and our underwriting team will make themselves available for all meetings and conference calls. We will ensure that all resources necessary to effectuate the transaction are available to the City. **Luke Mattson** and **Jock Wright**, who are municipal underwriters, will serve as the primary pricing and market data experts for the City’s bond issue.

All of the individuals assigned to the proposed underwriting team for the City will be available on a full-time basis to provide the highest quality of service necessary to ensure the best possible outcome for every transaction. If Raymond James is selected to serve as an underwriter for the City’s financing team, the exceptional level of service we provide to our clients will continue to be our highest priority. The table below outlines the Firm’s banking and underwriting team that will be assigned to the City’s engagement and indicates the role each team member will play.

Professionals Assigned to City of Hailey, Idaho						
	Title	Role	Location	Industry Experience	Phone	E-mail (@raymondjames.com)
<b>Banking Coverage</b>						
Nick Dodd	Managing Director	Primary Banker	Scottsdale, AZ	25 Years	480.877.3244	nick.dodd
Jim Buie	Managing Director	Banker	Dallas, TX	33 Years	214.365.5520	jim.buie
Lori Sullivan	Managing Director	Support Banker	Dallas, TX	37 Years	214.365.5566	lori.sullivan
Greg Vahrenberg	Managing Director	Support Banker	Leawood, KS	35 Years	816.509.5451	greg.vahrenberg
Marc Krasner	Director	Quantitative Analysis	Denver, CO	23 Years	303.876.6222	marc.krasner
Kelli Manson	Vice President	Project Support	Prosper, TX	14 Years	972.346.5625	kelli.manson
<b>Pricing and Market Data</b>						
Luke Mattson	Director	Fixed Income Capitl Mrkt	Dallas, TX	16 Years	214.365.5521	luke.mattson
Mitch Vickery	Underwriter II	Fixed Income	Dallas, TX	2 Years	214.362.5565	mitch.vickery
Jock Wright	Managing Director	Pricing/Market Expert	New York, NY	20 Years	212.909.4047	jock.wright
<b>Investment Strategies</b>						
David Sutton	Managing Director	Investment Specialist	St. Petersburg, FL	30 Years	727.567.1152	david.sutton

### BANKING COVERAGE

**NICK DODD**  
 Managing Director  
 Public Finance




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Raymond James & Associates, Inc., member New York Stock Exchange/SIPC

**Nick Dodd** a 25-year veteran of public finance, joined Raymond James in May of 2023 as a Managing Director in the firms Scottsdale, Arizona office. Mr. Dodd began his career with a regional public finance firm in California in 1998; in 2001, Mr. Dodd relocated to Phoenix, Arizona and worked at both RBC Capital Markets and Piper Sandler prior to joining Raymond James. Over the past 25-years, Nick has successfully completed transactions in Arizona, California, Oklahoma, Nevada, New Mexico and Utah. In recent years, Nick’s primary focus has been on his clients in Arizona. During this time period, Nick has served clients as both a financial advisor and bond underwriter. Nick has

been involved with large state level issuers such as well as many higher education clients including several large public universities and colleges. Today, Nick is primarily focused on local governmental clients including many cities and towns as well as clients in the special district sector helping developers finance infrastructure through the issuance of bonds by special taxing districts. Mr. Dodd has successfully closed over 300 deals with a par-amount in excess of \$20 billion during his career. Nick is a graduate of Southern Illinois University with a Bachelor of Science degree in Finance and holds the Series 7, 50, 63 and 79 securities licenses.

**JIM BUIE**  
 Managing Director  
 Public Finance

**RAYMOND JAMES®**

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**Jim Buie** is a Managing Director and Senior Banker with Raymond James, and he has 33 years of experience in investment banking (20 yrs), government and management (13 yrs). He has served as investment banker on more than \$49.9 billion of debt on various types of municipal credits including sales tax and road revenue bonds. Prior to joining Raymond James, Mr. Buie was a Vice President with Banc of America Securities in the Dallas public finance office. Mr. Buie’s prior experience also includes serving as the Executive Director of the Texas Bond Review Board, overseeing approximately \$11 billion of debt issuance on behalf of the State of Texas. Mr. Buie began his career

working for the Cities of Garland, Texas (pop. 238,418) and Lewisville, Texas (pop. 106,386). **He has the unique perspective as both an issuer and an underwriter.** Mr. Buie earned a B.A. in Business Administration from Austin College, and a M.B.A. from Midwestern State University. Mr. Buie is a past board member for the Municipal Advisory Council of Texas (MAC) and serves on the President’s Visiting Council for Austin College. He has been a guest lecturer at the University of Houston and the LBJ School of Public Finance at the University of Texas. Jim is a former Certified Government Finance Manager (CGFM) and holds the following NASD licenses: Series 7, 53, 63 and 79.

**LORI SULLIVAN**  
 Managing Director  
 Public Finance

**RAYMOND JAMES®**

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**Lori Sullivan** is a Managing Director and Senior Banker with Raymond James and has 37 years of experience in the securities industry. Ms. Sullivan joined Raymond James in September of 2000. She has considerable experience with non-traditional securities including public improvement districts, private/public partnerships, extensive lease and project finance transactions. Ms. Sullivan has significant experience in the area of Special District (Assessment) financing. District clients have included Lancaster County, South Carolina and the City of Lewisville, Special Assessment Revenue Bonds for the Castle Hills Master

Planned Community. For the Castle Hills community, she has completed 23 transactions with a total par amount in excess of \$242 million. She is a past Chairman of the Association for Governmental Leasing and Finance. She attended Idaho State University and Palm Beach Atlantic College, Palm Beach, Florida, and holds NASD licenses 7, 50, 53, 63 and 79.

**GREGORY M. VAHRENBERG**  
 Managing Director  
 Public Finance

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[www.RJPublicFinance.com](http://www.RJPublicFinance.com)

Raymond James & Associates, Inc., member New York Stock Exchange/SIPC

**Greg Vahrenberg** has over 35 years of experience serving public finance issuers in Kansas and Missouri. Mr. Vahrenberg has cultivated a strong Midwest business practice which focuses primarily on school districts, cities, counties, community college, hospitals and other issuers of bonds. Mr. Vahrenberg’s expertise and commitment to serving clients’ needs is continuously demonstrated through the longstanding relationships he maintains with his clientele. During the past 35 years he has completed over 1,100 bond issues. Prior to joining Raymond James, he was a Managing Director for Piper Jaffray & Co. for over 20 years where he helped the firm maintain the ranking as

the leading underwriter of bonds in Kansas each year for the past decade. Prior to joining Piper Jaffray, he opened and managed a public finance department for a regional municipal securities dealer bank in Kansas City. In addition to his work with local governmental issuers in the Midwest, Mr. Vahrenberg has also worked with developers on federal government GSA lease financings. Mr. Vahrenberg has a Bachelor of Science degree in Accounting from the University of Central Missouri. Mr. Vahrenberg holds the Series 7, 63, 53, 24 and 50 licenses.

**KELLI MANSON**  
 Vice President  
 Public Finance

**RAYMOND JAMES®**

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Raymond James & Associates, Inc., member New York Stock Exchange/SIPC

**Kelli Manson** has over 14 years of experience in Public Finance. In this role, she provides lead project support including deal processing and coordinating all closing activities on financings. Ms. Manson has extensive experience with bond issues in Kansas and has been actively involved in all aspects of issues including Official Statement preparation, rating agency presentation coordination, competitive sale oversight and coordination of the closing process. Ms. Manson attended Kansas State University.

**MARC KRASNER**  
 Director  
 Public Finance

**RAYMOND JAMES®**

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Raymond James & Associates, Inc., member New York Stock Exchange/SIPC

**Marc Krasner** is a Director in the Raymond James Public Finance office located in Denver, Colorado. Mr. Krasner has over 25 years of experience in the municipal finance industry where he has worked for numerous municipal agencies and authorities across the country. Mr. Krasner is known for consistently providing creative, customized financing solutions to fit the specific needs of his clients. Since 2005, he has structured hundreds of bond issues, totaling over \$5.5 billion in bond par amount. Mr. Krasner currently holds the FINRA Series 7, 50, 52 and 63 licenses. He received an M.B.A. in finance and accounting from the University of Michigan’s Stephen M. Ross School of Business, and a B.A. in public policy from Duke University.

**PRICING AND BOND MARKET DATA**

**LUKE MATTSON**  
 Director  
 Fixed Income Capital Markets

**RAYMOND JAMES®**

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**Luke Mattson** joined the Firm in 2005 and has been an integral part of Raymond James’ Texas municipal underwriting and trading operation located in Dallas since 2013. Mr. Mattson works in conjunction with Mr. Kempf assisting with the Firm’s underwriting engagements. He brings over 17 years of experience to serve our clientele, ensuring the best possible outcome on every transaction. Prior to joining the underwriting team in Dallas, he served as a Sales Assistant for the Firm covering large buy side accounts. Mr. Mattson received a B.B.A. in Finance from Ball State University. He has securities licenses in Series 7 and Series 63.

**MITCH VICKERY**  
 Underwriter II  
 Fixed Income

**RAYMOND JAMES®**

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**Mitch Vickery** is based in Raymond James’ Dallas office, recently joined the municipal underwriting desk in 2021. Prior to joining the underwriting desk, Mr. Vickery was a portfolio manager at The Bank of San Antonio where he managed a multi-million-dollar loan portfolio. Additionally, Mr. Vickery worked as an investment banking analyst upon graduating in three years with distinguished honors from the University of Texas at San Antonio, where he also competed as a Division I athlete. He currently holds Series 7, 52, and 63 licenses.

**JOCK WRIGHT**  
 Managing Director  
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**Jock Wright** is a Managing Director on the municipal underwriting desk of Raymond James' Fixed Income Banking Department. He joined Raymond James in 2006 after 10 years with State Street Bank in Boston where he served as head of municipal trading and underwriting. With 20 years of municipal industry experience, Mr. Wright serves as one of the firm's primary underwriters of tax-exempt debt. He has underwritten transactions for issuers of all sizes and credit qualities. Mr. Wright previously worked at Eastern Bank in Boston from 2003 to 2006 in Municipal Underwriting and State Street Bank in Boston for 10 years where he managed the underwriting and trading desk. Additionally, Mr. Wright also worked at the Bank of

Boston, Bank of America and Lehman Brothers. Mr. Wright holds a B.S. in Finance from Babson University and maintains NASD Series 7 and Series 63 licenses.

**INVESTMENT STRATEGIES**

**DAVID SUTTON**  
 Managing Director  
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**David Sutton** heads up the Firm's effort with respect to the investment of bond proceeds. He has extensive experience with the procurement of investment vehicles for project, capitalized interest, debt service reserve, and escrow funds. His experience covers the range of potential vehicles including laddered portfolios, repurchase agreements, GIC's, forward purchase agreements, among others. Additionally, he has experience in the termination of investment agreements, working alongside clients to ensure a fair and orderly pricing and exit process. During his career, he has overseen the investment of over \$6.0 billion in assets. David's interaction spans across the entire Raymond James Public Finance department in his

role, working with bankers to deliver investment solutions to our clients. Mr. Sutton is a graduate of Indiana University with a B.S. in Finance and MBA (Finance). He currently holds Series 3, 7, 24, 50, 53, 63, and 65 licenses.

**Sales and Trading Desk Overview**

Raymond James' fixed income group includes 16 municipal underwriters who manage Raymond James' municipal pricing calendar and co-ordinate the efforts of our three different sales forces. Our underwriters, like our investment bankers, work utilizing a team approach. Luke Mattson, as lead underwriter for the City's transaction, and Jock Wright, as backup underwriter, will ensure that the City's transaction gets all of the attention required from Raymond James' salesforce. In addition, Raymond James will commit that on the day that the City prices its transaction, Luke Mattson will not be involved with any other transaction in order to have complete focus on the City's transaction.

Raymond James has one of largest municipal sales forces in the nation. The Dedicated Municipal Group, with 21 institutional salespeople who focus on the largest buyers of municipal bonds, the Fixed Income Generalist Group, with 160 institutional salespeople who focus on smaller institutions who purchase multiple types of fixed income securities, and the Retail salesforce, with 8,700 registered representatives who manage over 3.2 million retail investor accounts have the capacity to ensure that Raymond James can bring the proper focus to the City's transaction, no matter what other transactions are in the market on pricing day.

As a global firm, Raymond James offers its clients numerous analytical resources. Staff and technology resources, both in Idaho and nationally, would be available to the City. The Public Finance group is able to offer its clients a very high level of technical and analytical support.



## Experience and Underwriting Capability

### Raymond James Experience

A summary of Raymond James comparable water and wastewater revenue bonds for which we have served as senior managing underwriter since January 1, 2020 are included as Appendix A. As you will notice, Raymond James has significant experience with negotiated sales for similar utility revenue bond issues throughout the country which evidences our ability to deliver aggressive interest rates.

### Underwriting Capability

**Firm Capital Commitment.** Raymond James is one of the strongest capitalized securities firms in the country with over \$9.875 billion in equity capital as of March 31, 2023. **Our municipal traders and underwriters currently have access to more than \$1.037 billion in excess net capital. Based on this excess net capital, Raymond James’ legal underwriting capacity for municipal bonds pursuant to SEC regulations is over \$14.8 billion, allowing us to hold municipal bond inventory at significant levels at any moment in time.** The table below reflects the Firm’s capital position as of our most recent reporting period available of March 31, 2023.

Raymond James Firm Capital **				
Fiscal Year	Equity Capital	Net Capital	Excess Net Capital	Capacity to Underwrite
2019	\$6,581,000,000	\$1,056,043,028	\$1,002,883,995	\$14,326,914,214
2020	\$7,114,000,000	\$1,244,510,271	\$1,192,640,015	\$17,037,714,500
2021	\$8,245,000,000	\$2,034,618,076	\$1,978,193,963	\$28,259,913,757
2022	\$9,338,000,000	\$1,152,560,363	\$1,096,191,351	\$15,659,876,443
2023*	\$9,875,000,000	\$1,086,093,194	\$1,037,045,601	\$14,814,937,157

\*FY2023 as of March 31, 2023.

\*\*Total and Equity Capital is at the parent (RJF) level, Net and Excess Net Capital is at RJA level.

Raymond James is consistently ready to commit its capital on every deal whether serving as senior or co-managing underwriter; this would include the City’s financing. **As evidence to this commitment, our underwriting desk has the authority to commit up to \$400 million to underwrite unsold balances for a single issue without the need for further executive management approval. Since January 1, 2015, Raymond James has used its capital to underwrite over \$5.03 billion of bonds on more than 5,460 negotiated transactions nationally where we served as either senior or co-managing underwriter.**

Capital Commitment – Bonds Underwritten in 2023

Sale Date	Issuer	State	Par Amount (\$000)	Amount Underwritten (\$000)	% of Par Underwritten
6/29/2023	Mill Valley School District	CA	22,600	4,805	21%
6/29/2023	Rio Elementary School District	CA	15,856	2,620	17%
6/27/2023	West Virginia Housing Development Fund	WV	50,000	6,985	14%
6/27/2023	Escambia County School Board	FL	37,470	12,675	34%
6/26/2023	City of Post	TX	13,900	2,730	20%
6/21/2023	Clarksville High School Building Corporation	IN	5,615	1,400	25%
6/8/2023	City of Boaz	AL	11,045	1,895	17%
6/8/2023	St Ignace	MI	8,640	2,740	32%
6/6/2023	Le Grand Union High School District	CA	2,000	740	37%
5/23/2023	City of Willow Park	TX	8,500	3,200	38%
5/17/2023	St. Clair County Board of Education	AL	58,885	8,170	14%
5/16/2023	Medical Center Educational Building Corporation	MS	82,500	7,570	9%
5/16/2023	City of Kyle	TX	8,265	2,535	31%
5/16/2023	Terra Bella Union Elementary School District	CA	6,455	855	13%
5/11/2023	School District of the City of Social Circle	GA	13,030	3,035	23%
5/10/2023	School Board of Manatee County	FL	151,730	53,960	36%
5/1/2023	Northern Lehigh School District	PA	4,645	2,815	61%
5/1/2023	City of Chickamauga	GA	2,420	480	20%
4/27/2023	City of Sarasota	FL	44,460	4,590	10%
4/27/2023	Eastern Lebanon County School District	PA	8,555	465	5%
4/26/2023	Mountain View School District	CA	12,000	1,675	14%
4/26/2023	Parlier Unified School District	CA	2,500	485	19%
4/25/2023	Reynolds School District	PA	9,965	1,320	13%
4/19/2023	West Virginia Housing Development Fund	WV	50,000	14,515	29%
4/19/2023	Cabrillo Unified School District	CA	29,385	5,560	19%
4/19/2023	Milan 21st Century School Building Corporation	IN	2,665	170	6%
4/13/2023	Lake Wales Community Redevelopment Agency	FL	17,595	3,310	19%
4/11/2023	Caseville Public Schools	MI	7,170	2,095	29%
4/4/2023	Oak Brook Park District	IL	2,690	1,815	67%
3/14/2023	Westminster School District	CA	14,000	685	5%
3/14/2023	Duneland School Corporation	IN	5,450	3,290	60%
3/1/2023	Forestville Union School District	CA	4,000	510	13%
2/23/2023	Eastern Municipal Water District	CA	5,160	975	19%
2/22/2023	City of Early	TX	3,935	690	18%
2/16/2023	El Centro Elementary School District	CA	17,300	2,185	13%
2/15/2023	Twin Rivers Unified School District	CA	40,000	3,720	9%
2/15/2023	Twin Rivers Unified School District	CA	40,000	6,555	16%
2/14/2023	City of Paola	KS	7,570	2,190	29%
1/26/2023	Hanover Public School District	PA	5,765	310	5%
1/24/2023	DuPage County School District Number 63 (Cass)	IL	4,490	2,675	60%
1/19/2023	Orleans Community School Building Corporation	IN	9,345	2,015	22%
1/18/2023	Mancelona Public School	MI	16,340	1,915	12%
1/10/2023	City of Terrell	TX	11,020	1,095	10%

Case Studies: Raymond James willingness to use capital on unsold balances



CITY OF AUSTIN, TEXAS

**\$156,275,000 PUBLIC  
IMPROVEMENT AND REFUNDING  
BONDS, SERIES 2022**

**\$9,300,000 PUBLIC PROPERTY  
FINANCE CONTRACTUAL  
OBLIGATIONS, SERIES 2022**

**\$59,555,000 PUBLIC  
IMPROVEMENT BONDS, TAXABLE  
SERIES 2022**

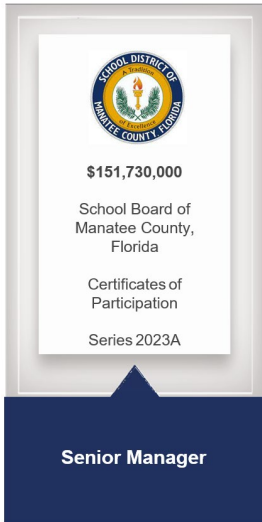
**\$16,380,000 CERTIFICATES OF  
OBLIGATION, TAXABLE SERIES 2022**

**BACKGROUND**

On September 13, 2022, Raymond James priced as Senior Manager, \$241.510 million of general obligation debt for the City of Austin consisting of: \$156.275 million Public Improvement & Refunding Bonds, Series 2022; \$9.3 million Public Property Finance Contractual Obligations, Series 2022; \$59.555 million Public Improvement Bonds, Taxable Series 2022; and \$16.38 million Certificates of Obligation, Taxable Series 2022. The Obligations carried strong ratings of “AAA/AA+” from Standard & Poor’s and Fitch. Proceeds from the sale of the Obligations were used for financing various capital improvements, and to refund portions of the City’s outstanding general obligation debt for debt service savings. The day prior to pricing, treasury issuance ramped up with \$73bln auctioned between \$41bln 3yr notes and \$32bln 10yr paper. The results were weak, both tailing with below average bidding stats. Headed into 3pm US TSY 10’s faded from 3.28% pre-auction to 3.36% and the 30yr bond faded to 3.51% from 3.45% ahead of the following day’s \$18bln 30yr auction. Stocks were positive all day, but they too remained cautiously optimistic that inflation fighting techniques were beginning to take hold. Munis were slow to react as gross yields and muni/tsy ratios remained enticing. That day the MMD AAA scale was left unchanged from top to bottom, 2023-2052. At 3:00pm when MMD set its scales the US TSY 10yr was at 3.36% or 5bps weaker and the 30yr was at 3.51% also 6bps weaker than at the same time the Friday prior.

**EXECUTION**

All four series of Obligations were structured utilizing serial bonds with maturities for the tax-exempt Bonds ranging from 2023-2042, the tax-exempt Obligations ranging from 2023-2029, and the taxable Obligations ranging from 2023-2037, with Term Obligations in 2042. The tax-exempt Bonds and both series of taxable Obligations were offered with an optional par call in 2032, while the tax-exempt Obligations were offered as non-callable. The tax-exempt Obligations were offered with 5.00% coupons all throughout the structure, and yields ranging from 2.35% to 3.83%. The taxable Obligations were offered with spreads to TSY ranging from +10 to +135 bps. The syndicate brought in a total of 226 orders (including 11 different Texas Retail orders) totaling \$497.66 million (2.06x oversubscribed) across all four Series of Obligations. There were 148 institutional orders that came from 49 different disclosed accounts totaling \$337.245 million. **At the end of the order period there was \$52.53 million of Obligations remaining across all four series of Obligations, which the syndicate members agreed to underwrite, of which Raymond James underwrote approximately \$42 million in Obligations.** Repricing after the order period had changes in all four Series as follows: Tax-Exempt PIRB’s were changed +2 bps in 2024, +4 bps in 2025-26, +3 bps in 2030-31, and +2 bps in 2032; Tax-Exempt PFFCO’s were changed +2 in 5/1/2023 and +5 bps throughout the remainder of the structure; Taxable PIB changes included +5 bps in 2023-24, -3 bps in 2025, -7 bps in 2026-27, -5 bps in 2028-30, -7 bps in 2031, -5 bps in 2032, -7 bps in 2033, and -5 bps in 2034, with no changes in 2035-42; and Taxable CO’s had changes of +5 bps in 2023-24, -2 bps in 2026, -3 bps in 2027 and -2 bps in 2032-33, with no changes in 2025, 2028-31 and 2035-42. The transaction ended up with an All-In TIC of 3.67% for the Tax-Exempt portion and 4.69% for the Taxable pieces. The City also realized \$1,795,175.70 of net present value savings, or 5.83% of the bonds refunded.



**BACKGROUND**

- In May 2023, Raymond James served as Senior Manager for Manatee County Schools’ \$151.730 million Certificates of Participation, Series 2023A, its eleventh issue under the Master Lease Program.
- The Series 2023A Certificates of Participation (“COPs”) are secured by the School Board’s annually-appropriated lease payments which are expected to be paid from a portion of the District’s 1.5 millage local option capital outlay levy.
- The Series 2023A COPs were issued to finance the cost of certain renovations, additions and replacements for the Blackburn Elementary School, the Haile Middle School, the Tara Elementary School, the Palma Sola Elementary School and the Oneco Elementary School.
- The District utilized a wrapped structure around its existing aggregate COPs lease payments with tax-exempt serial maturities ranging from July 2025 through July 2038 to create level aggregate lease payments. Interest payments will start commencing on January 1, 2024.
- The District also received an underlying rating of “A+/A” from S&P and Fitch for the Series 2023A COPs, which was significant with the issuer rating for the District being upgraded from A to A+ by Fitch. Raymond James and its Financial Advisor chose AGM’s bond insurance bid at 14 basis points (“bps”) which was advantageous for the District from a breakeven perspective.

**EXECUTION**

- As Senior Manager on the District’s Series 2023A Certificates, Raymond James supported the District by consistently providing analyses, market updates, structuring considerations and pricing and market timing strategy to the District and its Financial Advisor.
- The Series 2023A Certificates were structured to appeal to a broad range of investors, resulting in individual maturity oversubscription of up to 3.4x and aggregate oversubscription of 1.3x (excluding stock orders). This resulted in a combined All-In True Interest Cost of 3.36% over an average life of 11.47 years.
- The District’s pricing was driven by diverse investor participation from 17 different institutional accounts, led by Separately Managed Accounts (“SMA”), Insurance Companies, Bond Funds and Bank Trusts/Private Wealth Management (“PWM”) companies.
- **Raymond James committed its capital by underwriting \$53.96 million of unsold balances in 2025 and 2027-2034 representing approximately 36% of the total par amount, which allowed the District to lock-in a fixed interest rate in a tough market.**



**BACKGROUND:**

In December 2021, Raymond James & Associates served as Sole Underwriter for the issuance of the \$3,110,000 General Obligation Temporary Notes, Series 2022. The Notes are being issued to pay a portion of the cost of the construction, reconstruction, remodeling, replacement and making additions to the City’s public swimming pool facilities, known as the Paola Family Pool, including but not limited to maintenance and preservation of the existing pool facilities and enhancement and improvement of the pool facilities, including design and construction of updated aquatic facilities and features, and all things necessary and related thereto (the “Pool Project”); and a portion of the construction, reconstruction, remodeling, replacement and making additions to the City’s recreational structures and facilities located in Wallace Park, including but not limited to the renovation of existing baseball fields and related buildings and structures, the installation of new turf baseball fields and related structures, including restrooms, concession stands, maintenance building, backstops, grandstands, fencing and all things necessary and related thereto (the “Park Facilities Project”); and a portion of the cost of construction of stabilization improvements to the dam at City owned Lake Miola, which serves the City’s drainage system as a regional catchment pool, and all things necessary and related thereto (the “Drainage Project”). All of such improvements are located in the City (collectively the “Improvements”).

**SUCCESSFUL OUTCOME:**

The Notes are rated “SP-1+” by S&P Global Ratings and S&P assigned an “A+” rating to the city’s outstanding General Obligation Bonds, which was an affirmation of the existing rating. The rating is generally a reflection of the financial management of the City along with other factors such as the local economy, debt ratios, fund balances and budgetary performance, among others.

The True Interest Cost (TIC) on the Notes is 2.05%. The Notes are callable on June 1, 2022 and have a final maturity on December 1, 2023.

The Notes will provide the initial financing for a portion of the projects that are being paid from a voter authorized Sales Tax. The City intends to issue General Obligation Bonds that will finance the balance of the Projects and also redeem the Notes.

**Raymond James committed its capital by underwriting \$2,190,000 of unsold balances in representing approximately 29% of the total par amount.**

**Market and Structure Recommendations**

We would encourage the City to use either Standard & Poor’s or Moody’s Investors service to provide a rating for this issue. Bond investors will accept the ratings from either of these entities and this will allow for the lowest borrowing cost as compared to other rating agencies. Given the size of the issue, we believe that only one rating is necessary. Our initial recommendation is that the City use S&P to provide the rating for this bond issue.

The value of the “Bank Qualified” designation (“BQ”) can change significantly from one month to the next. There have been periods where the BQ designation can be as valuable as 50 basis points. At other points in time, the BQ benefit can be less than 10 basis points. As you will notice from the chart below, the current value for the BQ designation for a 15-year maturity is 3-5 basis points. The value of the BQ designation is directly linked to demand from banks as bond investors. This year has proved to be an interesting and challenging year for many banks. As interest rates have increased, the value of bank’s bond portfolios has experienced a corresponding decrease. This has resulted in banks looking for ways to improve liquidity and adding bonds to a portfolio has not been their focus. As a result, the lower demand from banks has reduced the value of the BQ designation.

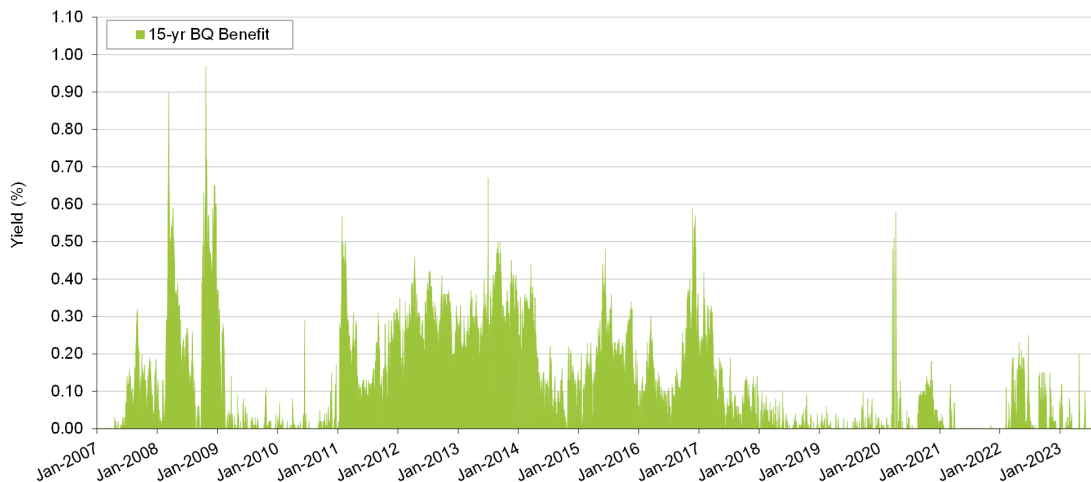
**HISTORICAL 15-YR BANK QUALIFIED VS. MMD**

PUBLIC FINANCE

Bank qualified deals provided substantial yield benefits in the years leading up to the ARRA, when the bank qualified limit was raised to \$30 million. Due to increased supply, little advantage was seen in the 15-year rates until this limit returned to \$10 million in 2011.

As a result of the Tax Cuts and Jobs Act in 2017, the BQ benefit has fallen substantially because of the higher rates needed to offset the much lower tax burden banks now face.

**15-Year BQ Benefit over MMD  
2007 to Current**



We believe that the most likely investors for the City’s bond issue will be as follows:

**Targeted Investors for the City’s Bond Issue**

Years	Targeted Investors
1-3 Years	Retail Investors
1-15 Years	SMA
1-20 Years	Money Managers/Trusts
15-20 Years	Retail Investors

Raymond James’ marketing strategy seeks to maximize in-state retail demand and target smaller and mid-sized institutional investors. We believe that SMA, Money Managers and Trust Accounts will be important investors for the City’s issue. Our marketing strategy begins with retail investors, through our large retail distribution network, and middle market clients as they tend to be price takers as opposed to price setters. We believe that we can drive a more successful pricing by developing a large, diverse investor base before calling on the larger investors. By building the order book from the “bottom up”, we believe this general strategy will serve to lower the City’s overall effective yield.

The key to the marketing strategy involves educating and communicating through the use of broker and investor outreach and the early release of the POS, among other techniques. Investor education has become increasingly important in the current market and should be an essential element of the marketing process. With less reliance on rating agency reports, it is essential that the financing team effectively communicates to all classes of investors the credit quality of the proposed transaction. By developing a dialogue with investors early in the marketing process, our team of desk analysts, assisted by the banking team, can ensure that investors are comfortable with all aspects of the credit of the City’s bond issue.

**Attracting Retail and Middle Market Investors.** Raymond James would begin the marketing strategy targeting traditional retail investors and investment advisors, money managers, trust departments and SMAs. Traditional retail buyers have recently emerged as being more active in initial public offerings. Professional retail has remained a major price driver on primary market transactions. Additionally, we would use our middle market sales force, as detailed above, to reach tier 2 and tier 3 investors including regional insurance companies, smaller banks, and others that could be potential investors.

**Institutional Marketing.** Raymond James will build a marketing strategy for the City’s financing based on the current profile of active municipal market investors and their expected interest. A cornerstone of building a solid book is to go back to current holders of local debt throughout the State and attempt to expand their holdings. Additionally, as a firm which senior manages 10-15 deals per week, the underwriting team is keenly aware of who is currently active in the market, specifically as to desired structure, credit sectors and Idaho demand.

**Summary.** We believe that the best plan is to place as many bonds as possible with professional retail and middle market investors, then generate as much competition for bonds as possible from all types of institutional accounts. More demand and broader investor distribution will result in lower yields for the City. In order to utilize this marketing strategy, the City will need to engage a firm, such as Raymond James, that maintains an extensive distribution network covering large, mid-sized and small accounts as well as a vast retail network. As a top 10 ranked investment bank with a national presence and a complete fixed income distribution platform, we will deliver execution via an experienced and proven distribution model. Selecting Raymond James as the sole underwriter will place more emphasis on professional retail and middle market investors which the City can use as an edge to create pricing leverage on financings. Furthermore, our institutional investor base is supported by an extensive retail distribution system both within Idaho and nationwide. These investors can help support a transaction even in the most difficult markets.

**Proposed Pricing Scale and Structure**

Raymond James’ estimated coupons, yields and reoffering prices for the City’s proposed bonds are detailed in the tables below and assume the amortization provided in the RFP. The interest rates and credit spreads are based on market conditions as of August 17, 2023 and assume an underlying rating of “A” (S&P) with and without bond insurance.



Our underwriting team considers a variety of market dynamics including the City’s long-term goals, supply and demand, investor preferences, and overall market tone in conjunction with the specific credit and structuring features of each financing to determine the optimal pricing levels. Raymond James’ underwriting desk will also consider recent new issue transactions as well as comparable trades to develop accurate pricing levels for each transaction and share these with the City and its Municipal Advisor. In addition, our underwriting team will gauge the market through conversations with numerous investors and comparable secondary market trades. With the volatility in the market, it is important for the City to look to a firm, such as Raymond James, with significant experience and past results of providing strong pricing performance for our clients.

**Estimated Rates and Yields With Insurance**

Year	Coupon (%)	Principal Amount (\$)	MMD	Yield	Spread to MMD (%)
2035	5.000	545,000	3.00	3.680	0.680
2036	5.000	570,000	3.12	3.830	0.710
2037	5.000	600,000	3.25	3.980	0.730
2038	5.000	630,000	3.36	4.100	0.740
2039	5.000	660,000	3.40	4.150	0.750
2040	5.000	695,000	3.44	4.200	0.760
2041	5.000	730,000	3.49	4.250	0.760
2042	5.000	765,000	3.55	4.300	0.750
2043	5.000	805,000	3.59	4.350	0.760

**Estimated Rates and Yields Without Insurance**

Year	Coupon (%)	Principal Amount (\$)	MMD	Yield	Spread to MMD (%)
2035	5.000	545,000	3.00	3.830	0.830
2036	5.000	570,000	3.12	3.980	0.860
2037	5.000	600,000	3.25	4.130	0.880
2038	5.000	630,000	3.36	4.250	0.890
2039	5.000	660,000	3.40	4.300	0.900
2040	5.000	695,000	3.44	4.350	0.910
2041	5.000	730,000	3.49	4.400	0.910
2042	5.000	765,000	3.55	4.450	0.900
2043	5.000	805,000	3.59	4.500	0.910

**Fees and Expenses**

Our intention is to provide a fair and reasonable fee proposal. While striving to keep costs as low as possible, we recognize the impact that takedowns have on the marketing results that impact long term interest rates. The payment of Raymond James’ investment banking compensation would be contingent on the completion of the City’s financing. The average takedown and expenses were developed based on the issue size and amortization provided by the City’s. Our takedown levels are based upon the proposed structure and could change if the size or amortization of the bond structure changes significantly. These levels also assume the Wastewater Revenue Bonds (“Bonds”) will be issued by the City with a Standard & Poor’s underlying rating of “A” with Raymond James serving as sole underwriter.

**Suggested Takedowns**

Series 2023 Revenue Bonds	
Maturity	Takedown
2035	\$3.75
2036	\$3.75
2037	\$3.75
2038	\$3.75
2039	\$3.75
2040	\$3.75
2041	\$3.75
2042	\$3.75
2043	\$3.75

**Transaction Expenses**

The estimated expenses for the issue, which equate to approximately \$0.26 per bond for a \$6 Million issue, include the following:

Expense	Estimated Amount
Ipreo Book Running	\$389.40
Ipreo Order Monitoring	189.00
Ipreo Wire Charges	94.50
Ipreo Sales Tax	55.51
DTC Charges	800.00
Disclosure Fee	<u>35.00</u>
Total	<u>\$1,563.41</u>

**Proposed Underwriting Fees**

Raymond James proposes to conduct a public offering and underwrite the City’s proposed Series 2023 Wastewater Revenue Bonds at an underwriter’s discount of 0.65% (\$6.50 per \$1,000) of the principal amount of Bonds assuming the City receives “A” bond rating. This Underwriter’s Discount includes the above referenced takedowns and estimated underwriting expenses.

Our fee will cover direct expenses and the Firm will not seek any reimbursement for out-of-pocket expenses. We have assumed that the City will pay all other costs of issuance including Municipal Advisor fees, Bond Counsel fees, Disclosure Counsel, CUSIP fee, Rating Agency fee, Trustee fees and other costs.

**Underwriter’s Counsel**

If the City decides to have Disclosure Counsel be responsible for preparing the Official Statement and delivering a 10b-5 opinion to Raymond James, we are open to not requiring the use of Underwriter’s Counsel on this issue.



## Disclaimer

The information contained herein is solely intended to facilitate discussion of potentially applicable financing applications and is not intended to be a specific buy/sell recommendation, nor is it an official confirmation of terms. Any terms discussed herein are preliminary until confirmed in a definitive written agreement. While we believe that the outlined financial structure or marketing strategy is the best approach under the current market conditions, the market conditions at the time any proposed transaction is structured or sold may be different, which may require a different approach.

The analysis or information presented herein is based upon hypothetical projections and/or past performance that have certain limitations. No representation is made that it is accurate or complete or that any results indicated will be achieved. In no way is past performance indicative of future results. Changes to any prices, levels, or assumptions contained herein may have a material impact on results. Any estimates or assumptions contained herein represent our best judgment as of the date indicated and are subject to change without notice. Examples are merely representative and are not meant to be all-inclusive.

Raymond James shall have no liability, contingent or otherwise, to the recipient hereof or to any third party, or any responsibility whatsoever, for the accuracy, correctness, timeliness, reliability or completeness of the data or formulae provided herein or for the performance of or any other aspect of the materials, structures and strategies presented herein. Raymond James is neither acting as your financial advisor nor Municipal Advisor (as defined in Section 15B of the Exchange Act of 1934, as amended), and expressly disclaims any fiduciary duty to you in connection with the subject matter of this Proposal.

Municipal Securities Rulemaking Board ("MSRB") Rule G-17 requires that we make the following disclosure to you at the earliest stages of our relationship, as underwriter, with respect to an issue of municipal securities: the underwriter's primary role is to purchase securities with a view to distribution in an arm's-length commercial transaction with the issuer and it has financial and other interests that differ from those of the issuer.

Raymond James does not provide accounting, tax or legal advice; however, you should be aware that any proposed transaction could have accounting, tax, legal or other implications that should be discussed with your advisors and/or legal counsel.

Raymond James and affiliates, and officers, directors and employees thereof, including individuals who may be involved in the preparation or presentation of this material, may from time to time have positions in, and buy or sell, the securities, derivatives (including options) or other financial products of entities mentioned herein. In addition, Raymond James or affiliates thereof may have served as an underwriter or placement agent with respect to a public or private offering of securities by one or more of the entities referenced herein.

This Proposal is not a binding commitment, obligation, or undertaking of Raymond James. No obligation or liability with respect to any issuance or purchase of any Bonds or other securities described herein shall exist, nor shall any representations be deemed made, nor any reliance on any communications regarding the subject matter hereof be reasonable or justified unless and until (1) all necessary Raymond James, rating agency or other third party approvals, as applicable, shall have been obtained, including, without limitation, any required Raymond James senior management and credit committee approvals, (2) all of the terms and conditions of the documents pertaining to the subject transaction are agreed to by the parties thereto as evidenced by the execution and delivery of all such documents by all such parties, and (3) all conditions hereafter established by Raymond James for closing of the transaction have been satisfied in our sole discretion. Until execution and delivery of all such definitive agreements, all parties shall have the absolute right to amend this Proposal and/or terminate all negotiations for any reason without liability therefor.

**Appendix A: Experience with Water or Wastewater Revenue Bonds Since January 1, 2020**

Raymond James has significant experience with Water or Wastewater Revenue Bond issues. We have recently completed the following utility system revenue bond issues as sole underwriter during the past three years:

Sale Date	Dated Date	Amount of Issue (\$ mils)	Issuer	Issue Description	Series	State
6/26/2023	7/19/2023	\$ 129.970	King Co-Washington	Sewer Revenue Bonds	Series 2023	WA
6/6/2023	6/22/2023	\$ 245.130	Orlando Utilities Commission (OUC)	Utility System Revenue Bonds	Series 2023A	FL
6/6/2023	6/1/2023	\$ 4.705	Arlington City-Texas	Muni Drain Util Sys Rev Bonds	Series 2023	TX
6/6/2023	6/1/2023	\$ 7.180	Arlington City-Texas	Water & Wstwtr Sys Rev Bonds	Series 2023	TX
5/9/2023	5/25/2023	\$ 191.885	Manatee Co-Florida	Pub Util Rev Imp & Ref Bonds	Series 2023	FL
5/9/2023	5/25/2023	\$ 192.325	Texas Water Development Board	Revenue Bonds	New Series 2023	TX
4/20/2023	5/18/2023	\$ 175.000	Oklahoma Water Res Bd (OWRB)	Revenue Bonds	Series 2023 A	OK
5/3/2023	5/17/2023	\$ 426.670	Portland City-Oregon	2nd Ln Swr Sys Rev & Ref Bonds	2023 Series A	OR
4/26/2023	5/1/2023	\$ 12.330	Canadian River Muni Water Auth	Sub Lien Contract Rev Ref Bonds	Series 2023	TX
3/30/2023	4/27/2023	\$ 137.070	Greater Texoma Utility Authority	Contract Revenue Bonds	Series 2023	TX
3/1/2023	4/13/2023	\$ 48.505	Bell Co Water Ctl Imp Dt #1	Water System Rev Ref Bonds	Series 2023	TX
4/11/2023	4/1/2023	\$ 12.090	Kerrville City-Texas	Wtrwrks & Swr Sys Rev Imp Bonds	Series 2023	TX
2/14/2023	3/23/2023	\$ 166.330	Dallas City-Texas	Wtrwrks and Swr Sys Rev Ref Bonds	Series 2023A	TX
3/9/2023	3/23/2023	\$3,521.750	Texas Natural Gas Sec Fin Corp	Customer Rate Relief Bonds	Series 2023	TX
3/8/2023	3/21/2023	\$ 26.750	Kentucky Rural Water Fin Corp	Public Proj Construction Notes	Series 2023A	KY
3/9/2023	3/21/2023	\$1,293.000	NYC Municipal Water Fin Auth	Wtr&Swr Sys 2nd Gen Res Rev Bonds	2023 Series DD	NY
1/25/2023	2/8/2023	\$ 152.200	Kansas Development Fin Auth	Kansas Revolving Funds Rev Bonds	Series 2023SRF	KS
2/2/2023	2/1/2023	\$ 23.305	Beaumont City-Texas	Waterworks & Sewer Sys Rev Bonds	Series 2023	TX
12/20/2022	1/31/2023	\$ 47.930	Hot Springs City-Arkansas	Waterworks Rev Ref & Con Bonds	Series 2023	AR
1/10/2023	1/19/2023	\$ 53.180	Santa Clara Valley Water Dt	Revenue COPs	Series 2023C1-1	CA
1/10/2023	1/19/2023	\$ 64.185	Santa Clara Valley Water Dt	Revenue COPs	Series 2023C1-2	CA
1/10/2023	1/19/2023	\$ 93.375	Santa Clara Valley Water Dt	Water Sys Ref Rev & COPs	Series 2023A&C-2	CA
1/10/2023	1/1/2023	\$ 4.675	Amarillo City-Texas	Drainage Utility Sys Rev Bonds	Series 2023	TX
11/30/2022	12/16/2022	\$ 9.995	Knoxville City-Tennessee	Wastewater Sys Revenue Bonds	Series 2022C	TN
12/1/2022	12/15/2022	\$ 48.830	Upper Occoquan Sewerage Auth	Regional Sewerage Sys Rev Bonds	Series 2022	VA
11/16/2022	12/8/2022	\$ 73.815	Columbia City-South Carolina	Waterworks & Swr Sys Rev Bonds	Series 2022	SC
11/17/2022	11/22/2022	\$ 24.915	NYC Municipal Water Fin Auth	Water & Sewer System Bonds	Fis 2023 Sub AA-2	NY
11/17/2022	11/22/2022	\$ 27.145	NYC Municipal Water Fin Auth	Water & Sewer System Bonds	Fis 2023 Sub AA-2	NY
11/17/2022	11/22/2022	\$ 27.150	NYC Municipal Water Fin Auth	Water & Sewer System Bonds	Fis 2023 Sub AA-2	NY
11/17/2022	11/22/2022	\$ 670.790	NYC Municipal Water Fin Auth	Water & Sewer System Bonds	Fis 2023 Sub AA-1&3	NY
10/26/2022	11/10/2022	\$ 267.150	Allegheny Co Sanitary Authority	Sewer Revenue Bonds	Series 2022	PA
10/18/2022	11/8/2022	\$ 79.900	Indiana Finance Authority	State Revolv Fund Program Bonds	Series 2022D	IN
10/18/2022	11/2/2022	\$ 122.065	St Johns Co-Florida	Water and Sewer Revenue Bonds	Series 2022	FL
11/16/2022	11/1/2022	\$ 10.765	Grand Prairie City-Texas	Water and Sewer Revenue Bonds	New Series 2022	TX
10/12/2022	10/27/2022	\$ 122.075	Tampa Bay Water Auth	Water Supp Auth Util Sys Bonds	Series 2022	FL
9/28/2022	10/13/2022	\$ 961.850	Texas Water Development Board	St Wtr Implementation Rev Fund	Series 2022	TX
9/27/2022	10/12/2022	\$ 189.515	Denver City and Co-Colorado	Water Revenue Bonds	Series 2022A	CO
8/25/2022	9/15/2022	\$ 267.585	El Paso City-Texas	Water & Swr Rev Imp & Ref Bonds	Series 2022A	TX
8/17/2022	9/1/2022	\$ 7.850	Kentucky Rural Water Fin Corp	Construction Notes	Series 2022B	KY
7/27/2022	8/25/2022	\$ 2.790	Bell Co Water Ctl Imp Dt #1	Water System Revenue Bonds	Series 2022A	TX
7/27/2022	8/25/2022	\$ 6.780	Bell Co Water Ctl Imp Dt #1	Water System Revenue Bonds	Series 2022A	TX
6/9/2022	8/17/2022	\$ 27.100	Bethlehem Authority	Guaranteed Water Rev Bonds	Series of 2022	PA
8/25/2022	8/15/2022	\$ 81.615	North Texas Municipal Water Dt	Reg Wastewtr Sys Contract Bonds	Series 2022	TX
6/21/2022	7/28/2022	\$ 27.300	Hot Springs City-Arkansas	Wastewater Bonds	Series 2022C	AR
7/20/2022	7/15/2022	\$ 43.970	Upper Trinity Regional Water Dt	Water Supp Sys Rev Ref Bonds	Series 2022	TX
7/20/2022	7/15/2022	\$ 10.690	Upper Trinity Regional Water Dt	Water Reclamation Sys Rev Bonds	Series 2022	TX
3/9/2022	7/6/2022	\$ 16.220	Florida Govt Util Auth (FGUA)	Utility Refunding Revenue Bonds	Series 2022A	FL
6/2/2022	6/21/2022	\$ 282.545	Tampa City-Florida	Water & Wastewater Rev Bonds	Series 2022A	FL
6/2/2022	6/21/2022	\$ 15.750	Tampa City-Florida	Water & Wastewater Rev Bonds	Series 2022B	FL
5/11/2022	5/25/2022	\$ 241.355	Honolulu City & Co-Hawaii	Wastewater System Rev Bonds	Sr Series 2022 A	HI
5/19/2022	5/15/2022	\$ 3.715	Mesquite City-Texas	Muni Drainage Utility Sys Bonds	Series 2022	TX
5/19/2022	5/15/2022	\$ 33.785	Mesquite City-Texas	Waterworks & Swr Sys Rev Bonds	Series 2022	TX
5/24/2022	5/15/2022	\$ 56.110	McKinney City-Texas	Wtrwrks & Swr System Rev Bonds	Series 2022	TX
4/12/2022	5/3/2022	\$ 9.750	Ephrata Borough Authority	Sewer Revenue Bonds	Series of 2022	PA
4/27/2022	5/1/2022	\$ 12.435	Lewisville City-Texas	Wtr&Swr Sys Rev Ref & Imp Bonds	Series 2022	TX
3/29/2022	4/14/2022	\$ 15.335	Holland City-Michigan	Water Supply Sys Revenue Bonds	Series 2022A	MI
3/9/2022	4/8/2022	\$ 9.375	Derry Twp Municipal Authority	Sewer Revenue Bonds	Series of 2022	PA
3/24/2022	4/5/2022	\$ 14.065	Opelika Utilities Board	Utility Revenue Bonds	Series 2022	AL
3/22/2022	4/1/2022	\$ 14.600	Tulsa Metro Utility Auth	Utility Revenue Bonds	Series 2022A	OK
4/4/2022	4/1/2022	\$ 13.230	Olney-Texas	Waterworks & Swr Sys Imp Bonds	Series 2022	TX
3/8/2022	3/23/2022	\$ 82.700	Honolulu Water Supply Board	Water System Revenue Bonds	Series 2022A	HI
3/8/2022	3/23/2022	\$ 52.560	Honolulu Water Supply Board	Water System Revenue Bonds	Series 2022B	HI
3/2/2022	3/17/2022	\$ 778.970	NYC Municipal Water Fin Auth	Wtr&Swr Sys 2nd Gen Res Rev Bonds	Series EE	NY
2/3/2022	2/15/2022	\$ 199.265	Broward Co-Florida	Water & Sewer Utility Rev Bonds	Series 2022A	FL
2/4/2022	2/10/2022	\$ 500.000	NYC Municipal Water Fin Auth	Water & Sewer Revenue Bonds	Fiscal 2022 SerCC1&2	NY
1/5/2022	2/1/2022	\$ 77.785	San Antonio Water System	Water Sys Jr Lien Rev Ref Bonds	Series 2022A	TX
1/12/2022	2/1/2022	\$ 6.965	Mt Houston Road MUD	Wtrwrks & Swr System & Ref Bonds	Series 2022	TX
1/13/2022	1/27/2022	\$ 4.350	Senoia-Georgia	Water & Sewer Ref Rev Bonds	Series 2022	GA
10/20/2021	1/4/2022	\$ 4.855	Lexington Town-South Carolina	Comb Wtrwrks&Swr Sys Ref Bonds	Series 2021 B	SC
12/7/2021	12/22/2021	\$ 46.560	Lawrence City-Kansas	Wtr & Swg Sys Imp Revenue Bonds	Series 2021	KS
12/7/2021	12/21/2021	\$ 6.770	Columbia City-Tennessee	Water Sys Rev Refunding Bonds	Series 2021	TN

11/30/2021	12/16/2021	\$ 0.935	North Marshall Utilities Board	Water Revenue Bonds	Series 2021-B	AL
11/30/2021	12/16/2021	\$ 7.380	North Marshall Utilities Board	Water Revenue Bonds	Series 2021-A	AL
11/17/2021	12/8/2021	\$ 10.180	DeKalb-Jackson Water Supply Dt	Revenue Refunding Bonds	Series 2021 A	AL
11/17/2021	12/8/2021	\$ 1.580	DeKalb-Jackson Water Supply Dt	Revenue Bonds	Series 2021 B	AL
11/4/2021	12/1/2021	\$ 5.300	Fort Bend Co MUD #162	Unlimited Tax Bonds	Series 2021 A	TX
10/14/2021	11/16/2021	\$ 3.815	Fort Payne Water Works Board	Water Revenue Bonds	Series 2021-A	AL
10/14/2021	11/16/2021	\$ 10.880	Fort Payne Water Works Board	Water Revenue Bonds	Series 2021-B	AL
10/21/2021	11/16/2021	\$ 7.460	Odenville Town Utilities Board	Water & Sewer Rev Bonds	Series 2021 A	AL
10/21/2021	11/16/2021	\$ 13.955	Odenville Town Utilities Board	Water & Sewer Rev Bonds	Series 2021-B	AL
10/28/2021	11/10/2021	\$ 4.035	Mendota Jt Powers Fin Auth	Wastewater Ref Rev Bonds	Series 2021	CA
10/14/2021	11/3/2021	\$ 47.235	Cincinnati City-Ohio	Water System Ref Rev Bonds	Series 2021 B	OH
10/19/2021	11/3/2021	\$ 2.850	Cherokee Co Wtr & Swr Auth	Water & Sewer Rev Bonds	Series 2021	AL
10/18/2021	11/1/2021	\$ 2.400	Corinthian Point MUD #2	Wtrwrks&Swr Comb Unltd Tx Bonds	Series 2021	TX
10/13/2021	10/27/2021	\$ 67.985	Kansas City-Missouri	Water Refunding Rev Bonds	Series 2021 A	MO
10/20/2021	10/27/2021	\$ 12.170	Lexington Town-South Carolina	Comb Wtrwrks&Swr Sys Ref Imp Bond	Series 2021 A	SC
9/9/2021	10/15/2021	\$ 18.360	West Westmoreland Municipal Auth	Sewer Revenue Bonds	Series A of 2021	PA
10/14/2021	10/15/2021	\$ 18.305	Canadian River Muni Water Auth	Sub Lien Contract Rev Ref Bonds	Series 2021	TX
10/18/2021	10/15/2021	\$ 200.560	North Texas Municipal Water Dt	Water System Rev Ref Bonds	Series 2021 A	TX
9/23/2021	10/7/2021	\$ 13.465	Eastern Municipal Water Dt	Special Tax Bonds	2021 Series	CA
9/9/2021	10/1/2021	\$ 195.425	West Harris Co Reg Wtr Auth	Water System Rev & Ref Bonds	Series 2021	TX
10/27/2021	9/27/2021	\$ 216.380	Austin City-Texas	Wtr&Wastewtr Sys Rev Ref Bonds	Series 2021	TX
9/9/2021	9/24/2021	\$ 12.450	South Bend City-Indiana	Sewage Works Ref Rev Bonds	Series of 2021	IN
8/25/2021	9/15/2021	\$ 10.660	Franklin City-Tennessee	Water & Sewer System Rev Bonds	Series 2021	TN
9/21/2021	9/15/2021	\$ 1.925	Rockett Special Utility Dt	Water System Revenue Bonds	New Series 2021	TX
8/16/2021	8/27/2021	\$ 2.850	Hendersonville Utility Dt	Water & Sewer Rev Rev Bonds	Series 2021 C	TN
7/15/2021	8/24/2021	\$ 13.425	Travis Co Water Ctl & Imp Dt #17	Water & Sewer Sys Rev Bonds	Series 2021	TX
7/22/2021	8/12/2021	\$ 15.500	Miami Lakes-Florida	Stormwater Util Sys Rev Bonds	Series 2021	FL
7/27/2021	8/12/2021	\$ 13.635	Boaz Water and Sewer Board	Water and Sewer Revenue Bonds	Series 2021	AL
7/9/2021	8/11/2021	\$ 12.500	Mississippi Development Bank	Special Obligation Bonds	Series 2021	MS
7/15/2021	8/4/2021	\$ 187.695	Clarksville City-Tennessee	Water Sewer & Gas Rev Bonds	Series 2021 A	TN
7/15/2021	8/4/2021	\$ 62.290	Clarksville City-Tennessee	Water Sewer & Gas Rev Ref Bonds	Series 2021 B	TN
7/12/2021	8/2/2021	\$ 8.770	Hendersonville Utility Dt	Water and Sewer Revenue Ref Bonds	Series 2021 A	TN
7/26/2021	8/1/2021	\$ 10.370	Pearland City-Texas	Water & Sewer Sys Rev & Ref Bonds	Series 2021 B	TX
8/4/2021	8/1/2021	\$ 18.725	Terrell City-Texas	GO Ref & Comb Tx&Wtrwrk Swr Bond	Series 2021 & A	TX
8/4/2021	8/1/2021	\$ 11.180	Terrell City-Texas	Comb Tx & Wtrwrks & Swr COBs	Series 2021 A	TX
7/14/2021	7/28/2021	\$ 480.995	Birmingham City Water Works Board	Water Revenue Refunding Bonds	Series 2021	AL
7/14/2021	7/28/2021	\$ 86.775	Grand Strand Wtr & Swr Auth	Wtrwrks & Swr Sys Imp & Ref Bonds	Series 2021 A	SC
7/1/2021	7/14/2021	\$ 400.000	NYC Municipal Water Fin Auth	Wtr & Swr Sys 2nd Gen Res Bonds	Subseries AA-1	NY
7/1/2021	7/14/2021	\$ 50.000	NYC Municipal Water Fin Auth	Wtr & Swr Sys 2nd Gen Res Bonds	Subseries AA-2	NY
6/24/2021	7/8/2021	\$ 236.135	Miami-Dade Co-Florida	Sub Wtr & Swr System Rev Bonds	Series 2021	FL
6/15/2021	7/7/2021	\$ 81.595	Indiana Finance Authority	State Revolving Fund Prog Bonds	Series 2021 A	IN
6/2/2021	6/29/2021	\$ 158.730	Los Angeles Dept Wtr & Pwr (LADWP)	Water System Revenue Bonds	2021 Series B	CA
6/15/2021	6/29/2021	\$ 22.080	North Davis Co Sewer Dt	Sewer Revenue Bonds	Series 2021 A	UT
6/15/2021	6/29/2021	\$ 26.800	North Davis Co Sewer Dt	Sewer Revenue Ref Bonds	Series 2021 B	UT
5/26/2021	6/24/2021	\$ 100.045	Houston City-Texas	Comb Util Sys 1st Ln Rev Ref Bond	Series 2021 B	TX
5/26/2021	6/24/2021	\$ 265.905	Houston City-Texas	Comb Util Sys 1st Ln Rev Ref Bond	Series 2021 A	TX
5/11/2021	6/23/2021	\$ 9.490	Cedar Rapids City-Iowa	Sewer Revenue Bonds	Series 2021 C	IA
6/24/2021	6/15/2021	\$ 76.055	North Texas Municipal Water Dt	Water System Rev Ref & Imp Bonds	Series 2021	TX
5/19/2021	6/8/2021	\$ 111.010	Seattle City-Washington	Drainage & Wstwtr Sys Imp&Ref Bond	Series 2021	WA
6/7/2021	6/1/2021	\$ 26.520	Mesquite City-Texas	Water & Sewer System Rev Bonds	Series 2021	TX
6/10/2021	6/1/2021	\$ 28.795	McKinney City-Texas	Waterworks & Swr System Rev Bonds	Series 2021	TX
5/6/2021	5/20/2021	\$ 2.095	Eastern Municipal Water Dt	Special Tax Bonds	2021 Series	CA
5/5/2021	5/19/2021	\$ 217.640	California Dept of Wtr Resources	Water System Revenue Bonds	Series BD	CA
5/5/2021	5/19/2021	\$ 316.160	California Dept of Wtr Resources	Water System Revenue Bonds	Series BE	CA
5/27/2021	5/1/2021	\$ 9.860	Colorado River Muni Wtr (CRMWD)	Water System Revenue Ref Bonds	Series 2021	TX
3/10/2021	3/23/2021	\$ 61.580	Newport News City-Virginia	Water Revenue Bonds	Series 2021	VA
2/24/2021	3/18/2021	\$ 403.260	NYC Municipal Water Fin Auth	Wtr & Swr 2nd Gen Reso Rev Bonds	SeriesCSubser CC-1&3	NY
2/24/2021	3/18/2021	\$ 75.000	NYC Municipal Water Fin Auth	Wtr & Swr 2nd Gen Reso Rev Bonds	SeriesC Subser CC-2	NY
2/24/2021	3/18/2021	\$ 75.000	NYC Municipal Water Fin Auth	Wtr & Swr 2nd Gen Reso Rev Bonds	SeriesC Subser CC-2	NY
3/11/2021	3/18/2021	\$ 574.795	NYC Municipal Water Fin Auth	Municipal Wtr Finance Auth	Fiscal 2021 Ser DD	NY
3/3/2021	3/17/2021	\$ 18.935	Columbia City-South Carolina	Waterworks & Swr Sys Rev Bonds	Series 2021 A	SC
3/3/2021	3/17/2021	\$ 116.600	Columbia City-South Carolina	Wtrwrks & Swr Sys Rev Ref Bonds	Series 2021 B	SC
2/11/2021	3/4/2021	\$ 68.145	Temple City-Texas	Utility System Revenue Bonds	Series 2021	TX
2/11/2021	3/3/2021	\$ 98.690	Deltona City-Florida	Utility System Rev Ref Bonds	Series 2021	FL
2/10/2021	2/18/2021	\$ 8.135	Parker Sewer & Fire Subdistrict	Sewer System Revenue Bonds	Series 2021	SC
2/4/2021	2/11/2021	\$ 22.825	Henry Co Water and Sewer Auth	Water & Sewerage Rev Ref Bonds	Series 2021	GA
1/20/2021	2/2/2021	\$ 20.000	Minnesota Rural Water Fin Auth	Construction Notes	Series 2021	MN
1/19/2021	2/1/2021	\$ 9.630	Lubbock City-Texas	Water & Wstwtr Sys Rev Bonds	Series 2021	TX
2/2/2021	2/1/2021	\$ 298.395	Tarrant Regional Water Dt	Water Transmission Fac Ref Bonds	Series 2021 B	TX
12/17/2020	1/7/2021	\$ 0.990	Jasper Water Works and Swr Board	Utility Revenue Bonds	Series 2021-A	AL
12/17/2020	1/7/2021	\$ 4.495	Jasper Water Works and Swr Board	Utility Revenue Bonds	Series 2021-A	AL
10/21/2020	1/5/2021	\$ 4.950	Lexington Town-South Carolina	Comb Wtrwrks & Swr Sys Rev Bonds	Series 2020 B	SC
12/14/2020	12/29/2020	\$ 176.895	Gwinnett Co Water & Sewer Auth	Revenue Bonds	Series 2020	GA
12/10/2020	12/23/2020	\$ 22.150	Port Angeles City-Washington	Water & Wstwtr Util Rev Ref Bonds	Series 2020	WA

12/17/2020	12/17/2020	\$ 5.164	Oxford City-Mississippi	Combined Wtr & Swr Sys Rev Bonds	Series 2020 B	MS
12/3/2020	12/15/2020	\$ 534.425	NYC Municipal Water Fin Auth	Wtr & Swr Sys 2nd Gen Reso Bonds	Series BB-1 & 2	NY
11/16/2020	12/3/2020	\$ 4.430	Weston Village-Wisconsin	Waterworks System Rev Bonds	Series 2020 A	WI
11/2/2020	12/1/2020	\$ 6.880	Hendersonville Utility Dt	Water & Sewer Rev Ref Bonds	Series 2020	TN
11/10/2020	12/1/2020	\$ 65.000	Kentucky Rural Water Fin Corp	Public Proj Construction Notes	Series E 2020-1	KY
11/16/2020	12/1/2020	\$ 30.130	Pasadena City-California	Water Revenue Refunding Bonds	2020 Series	CA
11/19/2020	12/1/2020	\$ 27.220	Lubbock City-Texas	Wtr & Wstwr Sys Imp & Ref Bonds	Series 2020 B	TX
11/19/2020	12/1/2020	\$ 22.135	Lubbock City-Texas	Wtr & Wstwr Sys Rev Ref Bonds	Series 2020 C	TX
10/27/2020	11/24/2020	\$ 12.920	Central Arkansas Water	Cap Imp & Ref Water Rev Bonds	Series 2020 B	AR
10/27/2020	11/24/2020	\$ 31.825	Central Arkansas Water	Cap Imp & Ref Water Rev Bonds	Series 2020 C	AR
10/13/2020	11/19/2020	\$ 87.255	Johnson Co Water Dt #1	Water Revenue Refunding Bonds	Seires 2020	KS
10/29/2020	11/19/2020	\$ 22.775	Killeen City-Texas	Wtrwrks & Swr Sys Rev Ref Bonds	Series 2020	TX
10/29/2020	11/19/2020	\$ 20.030	Killeen City-Texas	Wtrwrks & Swr Sys Rev Ref Bonds	Series 2020	TX
11/19/2020	11/19/2020	\$ 54.000	Harrison Co Utility Authority	Util Sys Rev Ref Oblig Bonds	Series 2020 A	MS
11/19/2020	11/19/2020	\$ 12.000	Harrison Co Utility Authority	Util Sys Rev Ref Oblig Bonds	Series 2020 B	MS
11/19/2020	11/19/2020	\$ 18.120	Harrison Co Utility Authority	Util Sys Rev Ref Oblig Bonds	Series 2020 C	MS
11/19/2020	11/19/2020	\$ 9.997	Harrison Co Utility Authority	Util Sys Rev Ref Oblig Bonds	Series 2020 D	MS
10/23/2020	11/15/2020	\$ 55.540	Guadalupe-Blanco River (GBRA)	Contract Revenue Ref Bonds	Series 2020	TX
10/27/2020	11/12/2020	\$ 51.060	Alderwood Water & Wastewater Dt	Water & Sewer Rev & Ref Bonds	Series 2020 A	WA
10/7/2020	10/30/2020	\$ 9.045	Knoxville City-Tennessee	Water System Revenue Bonds	Series KK-2020	TN
10/21/2020	10/30/2020	\$ 6.520	Bordentown Sewerage Authority	Revenue Bonds	Series J	NJ
10/15/2020	10/29/2020	\$ 30.425	Hollywood City-Florida	Water and Sewer Ref Revenue Bonds	Series 2020	FL
10/21/2020	10/27/2020	\$ 6.370	Lexington Town-South Carolina	Comb Wtrwrks & Swr Sys Rev Bonds	Series 2020 A	SC
10/21/2020	10/27/2020	\$ 6.115	Northeast Public Sewer Dt	Sewerage Sys Ref Rev Bonds	Series 2020 B	MO
10/7/2020	10/22/2020	\$ 52.055	Peace River-Manasota Reg Wtr Supply Au	Utility System Ref Rev Bonds	Series 2020	FL
10/14/2020	10/22/2020	\$ 96.710	Virginia Beach City-Virginia	Water & Sewer Sys Rev Ref Bonds	Series of 2020 A & B	VA
10/6/2020	10/20/2020	\$ 35.190	Peoria City-Arizona	Water & Wastewater Rev Ref Oblig	Series 2020 A	AZ
10/6/2020	10/15/2020	\$ 22.030	Newburgh Town-Indiana	Sewage Works Revenue Bonds	Series B of 2020	IN
10/8/2020	10/15/2020	\$ 44.095	Canadian River Muni Water Auth	Sub Lien Contract Rev Ref Bonds	Series 2020	TX
9/22/2020	10/8/2020	\$ 628.515	Texas Water Development Board	Revenue Bonds	Series 2020	TX
9/22/2020	10/6/2020	\$ 16.430	Tamalpais Comm Svcs Dt	Wstwr Rev Certs of Participation	2020 Series	CA
9/29/2020	10/1/2020	\$ 104.645	Trinity River Authority	Regional Wstwr Sys Rev Ref Bonds	Series 2020	TX
10/1/2020	10/1/2020	\$ 11.745	Lewisville City-Texas	Wtrwrks & Sewer System Rev Bonds	Series 2020	TX
10/7/2020	10/1/2020	\$ 18.585	Beaumont City-Texas	Wtrwrks & Swr Sys Rev & Ref Bonds	Series 2020 A	TX
10/7/2020	10/1/2020	\$ 6.710	Beaumont City-Texas	Wtrwrks & Swr Sys Rev Ref Bonds	Series 2020 B	TX
10/7/2020	10/1/2020	\$ 6.710	Beaumont City-Texas	Wtrwrks & Swr Sys Rev Ref Bonds	Series 2020 B	TX
10/7/2020	10/1/2020	\$ 18.585	Beaumont City-Texas	Wtrwrks & Swr Sys Rev & Ref Bonds	Series 2020 A	TX
8/19/2020	9/28/2020	\$ 22.485	Des Moines City-Iowa	Stormwtr Management Util Rev Bond	Series 2020 F	IA
9/10/2020	9/24/2020	\$ 13.505	Noblesville City-Indiana	Sewage Works Revenue Bonds	Series of 2020	IN
8/20/2020	9/10/2020	\$ 22.280	Coosa Valley Water Supply Dt Inc	Water Revenue Bonds	Series 2020	AL
8/26/2020	9/9/2020	\$ 17.750	Terrebonne Levee Conserve Dt	Pub Imp Sales Tax Rev & Ref Bonds	Series 2020 B	LA
8/26/2020	9/9/2020	\$ 85.845	Terrebonne Levee Conserve Dt	Pub Imp Sales Tax Ref Bonds	Series 2020 A	LA
8/10/2020	9/1/2020	\$ 10.100	Cedar Park City-Texas	Utility System Revenue Bonds	Series 2020	TX
7/21/2020	8/20/2020	\$ 6.590	Rowlett City-Texas	Wtrwrks & Swr System Rev Bonds	Series 2020	TX
7/22/2020	8/12/2020	\$ 25.615	Beverly Hills Public Fin Auth	Water Revenue Bonds	Series 2020 A	CA
7/22/2020	8/12/2020	\$ 30.465	Beverly Hills Public Fin Auth	Water Refunding Bonds	Series 2020 B	CA
7/23/2020	8/6/2020	\$ 36.640	Glendale City-California	Water Revenue Refunding Bonds	2020 Series	CA
7/21/2020	8/4/2020	\$ 186.745	King Co-Washington	Sewer Refunding Revenue Bonds	2020 Series B	WA
7/30/2020	8/1/2020	\$ 2.160	Oak Point Water Ctrl & Imp Dt #4	Unlimited Tax Bonds	Series 2020	TX
7/16/2020	7/30/2020	\$ 38.970	Calexico Financing Authority	Water & Wastewater Revenue Bonds	Series 2020 A	CA
7/16/2020	7/30/2020	\$ 21.980	Evansville City-Indiana	Sewage Works Ref Rev Bonds	Series 2020	IN
7/17/2020	7/28/2020	\$ 91.905	Tampa City-Florida	Water & Wstwr Sys Ref Rev Bonds	Series 2020 B	FL
7/17/2020	7/28/2020	\$ 270.905	Tampa City-Florida	Water & Wstwr Sys Rev Bonds	Series 2020 A	FL
6/16/2020	7/23/2020	\$ 100.450	Hot Springs City-Arkansas	Waterworks Revenue Bonds	Series 2020	AR
6/2/2020	7/20/2020	\$ 38.045	Hot Springs City-Arkansas	Wastewater Revenue Ref Bonds		AR
6/2/2020	7/20/2020	\$ 18.615	Hot Springs City-Arkansas	Wastewater Revenue Bonds		AR
6/23/2020	7/16/2020	\$ 5.525	Oshkosh City-Wisconsin	Water System Revenue Bonds	Series 2020 D	WI
6/23/2020	7/16/2020	\$ 13.930	Oshkosh City-Wisconsin	Sewer System Revenue Bonds	Series 2020 E	WI
7/1/2020	7/15/2020	\$ 67.415	Salt Lake & Sandy Metro Water Dt	Water Revenue Refunding Bonds	Series 2020 A	UT
7/21/2020	7/15/2020	\$ 94.755	North Texas Municipal Water Dt	Water System Rev Ref Bonds	Series 2020	TX
7/21/2020	7/15/2020	\$ 5.055	Tyler City-Texas	Water & Sewer Sys Rev Ref Bonds	New Series 2020	TX
6/17/2020	7/8/2020	\$ 4.775	Pine Hill Borough Muni Utils Au	Revenue Bonds	Series 2020	NJ
6/4/2020	7/1/2020	\$ 204.255	Los Angeles Dept Wtr & Pwr (LADWP)	Water System Revenue Bonds	2020 Series A	CA
6/11/2020	7/1/2020	\$ 178.390	Houston City-Texas	Comb Util Sys 1st Lien Rev & Ref	Series 2020 D	TX
6/11/2020	7/1/2020	\$ 432.330	Houston City-Texas	Comb Util Sys 1st Lien Rev & Ref	Series 2020 C	TX
7/13/2020	7/1/2020	\$ 9.240	Amarillo City-Texas	Drainage Utility Sys Rev Bonds	Series 2020	TX
5/27/2020	6/30/2020	\$ 5.235	Cedar Rapids City-Iowa	Sewer Revenue Bonds	Series 2020 C	IA
5/27/2020	6/30/2020	\$ 7.995	Cedar Rapids City-Iowa	Water Revenue Bonds	Series 2020 D	IA
6/17/2020	6/30/2020	\$ 11.645	Missoula City-Montana	Sewer Revenue & Refunding Bonds	Series 2020 A	MT
1/30/2020	6/18/2020	\$ 10.525	Bakersfield City-California	Wastewater Rev Refunding Bonds	Series 2020 A	CA
5/27/2020	6/17/2020	\$ 20.325	Kalamazoo City-Michigan	Water Supply System Rev Bonds	Series 2020 A	MI
6/30/2020	6/15/2020	\$ 4.085	New Boston City-Texas	Water & Sewer Sys Rev Bonds	Series 2020	TX
5/13/2020	6/11/2020	\$ 17.760	Dallas Co Park Cities MUD	Water System Rev Ref Bonds	Series 2020	TX
6/3/2020	6/10/2020	\$ 608.005	NYC Municipal Water Fin Auth	Wtr & Swr Sys 2nd Gen Res Bonds	Series FF & Sub GG-1	NY

6/3/2020	6/10/2020	\$ 35.000	NYC Municipal Water Fin Auth	Wtr & Swr Sys 2nd Gen Res Bonds	Fiscal 2020 Sub GG-2	NY
6/3/2020	6/10/2020	\$ 65.000	NYC Municipal Water Fin Auth	Wtr & Swr Sys 2nd Gen Res Bonds	Fiscal 2020 Sub GG-2	NY
5/18/2020	6/2/2020	\$ 352.590	Texas Water Development Board	State Revolving Fund Rev Bonds	New Series 2020	TX
5/19/2020	6/2/2020	\$ 8.210	Woodruff-Roebuck Water Dt	Water System Revenue Bonds	Series 2020	SC
5/6/2020	5/14/2020	\$ 141.030	Denver City Co Bd of Wtr Comm	Water Revenue Bonds	Series 2020 A	CO
4/23/2020	5/13/2020	\$ 34.300	New Jersey Infrastructure Bank (I-Bank)	Environmental Infra Bonds	Series 2020 A-1	NJ
5/4/2020	5/1/2020	\$ 19.430	Mesquite City-Texas	Waterworks & Swr Sys Rev Bonds	Series 2020	TX
5/13/2020	5/1/2020	\$ 9.845	Arlington City-Texas	Muni Drainage Util Sys Rev Bonds	Series 2020 A	TX
4/21/2020	4/15/2020	\$ 21.885	San Antonio River Authority	Salitrillo Wstwr Sys Rev Imp Bond	Series 2020	TX
4/2/2020	4/8/2020	\$ 215.105	Nashville-Davidson Co Metro Govt	Water & Sewer Revenue Bonds	Series 2020 A & B	TN
2/25/2020	3/31/2020	\$ 16.750	Vallejo City-California	Water Revenue Ref Bonds	Series 2020	CA
2/25/2020	3/31/2020	\$ 20.075	Vallejo City-California	Water Revenue Ref Bonds	Series 2020 B	CA
3/11/2020	3/18/2020	\$ 399.315	NYC Municipal Water Fin Auth	Wtr&Swr Sys 2nd Gen Res Rev Bond	Series EE	NY
2/4/2020	2/15/2020	\$ 4.775	Portland City-Texas	Utiliy System Rev Imp & Ref Bonds	Series 2020	TX
1/23/2020	2/13/2020	\$ 30.145	Port St Lucie City-Florida	Stormwater Utility Ref Rev Bonds	Series 2020	FL
1/23/2020	2/4/2020	\$ 32.500	Minnesota Rural Water Fin Auth	Construction Notes	Series 2020	MN
2/4/2020	2/1/2020	\$ 129.570	Tarrant Regional Water Dt	Water System Rev Ref Bonds	Series 2020	TX
1/9/2020	1/27/2020	\$ 20.430	Clearwater City-Florida	Water & Sewer Rev Refunding Bonds	Series 2020	FL
1/9/2020	1/1/2020	\$ 276.815	San Antonio City-Texas	Water Sys Jr Lien Rev & Ref Bonds	Series 2020 A	TX
2/23/2023	3/8/2023	\$ 9.215	Upper Mohawk Valley Reg Wtr Fin Auth	Water System Revenue Bonds	Series 2023	NY
6/23/2022	7/7/2022	\$ 16.275	Kennebec Water Dt	Water System Rev Bonds	2022 Series	ME
12/9/2021	12/23/2021	\$ 46.535	Manchester City-New Hampshire	Sewer Revenue Bonds	Series 2021	NH
12/8/2021	12/22/2021	\$ 11.360	Saratoga Co Water Auth	Water System Ref Rev Bonds	Series 2021	NY
9/15/2021	9/23/2021	\$ 542.235	NYC Municipal Water Fin Auth	Wtr & Swr Sys 2nd Gen Res Bonds	Series BB-1	NY
9/15/2021	9/23/2021	\$ 88.100	NYC Municipal Water Fin Auth	Wtr & Swr Sys 2nd Gen Res Bonds	Series BB-2	NY
10/23/2020	11/5/2020	\$ 10.955	Upper Mohawk Valley Reg Wtr Fin Auth	Water System Revenue Bonds	Series 2020 B	NY
10/23/2020	11/5/2020	\$ 14.920	Upper Mohawk Valley Reg Wtr Fin Auth	Water System Revenue Bonds	Series 2020 A	NY
9/24/2020	9/30/2020	\$ 650.000	NYC Municipal Water Fin Auth	Wtr & Swr Sys 2nd Gen Res Bonds	Subseries 2020AA-1&2	NY
6/17/2020	7/8/2020	\$ 32.000	Greater New Haven Water PC Au	Regional Wstwr Sys Rev Ref Bonds	2020 Series B	CT
2/6/2020	2/13/2020	\$ 47.040	NYC Municipal Water Fin Auth	Wtr & Swr Revenue Bonds	Fiscal 2020 Sub DD-2	NY
2/6/2020	2/13/2020	\$ 481.250	NYC Municipal Water Fin Auth	Wtr & Swr Revenue Bonds	Fiscal2020 SubDD-1&3	NY

Appendix B: Draft Financing Analysis (Insured Scenario)

SOURCES AND USES OF FUNDS

City of Hailey, Blaine County, Idaho  
Wastewater Revenue Bonds, Series 2023  
Market Rates as of August 17, 2023, Assumes 'A' Rating (Underlying)  
\*\*Bank Qualified with Bond Insurance\*\*

Dated Date                    10/31/2023  
Delivery Date                10/31/2023

Sources:

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Bond Proceeds:	
Par Amount	6,000,000.00
Premium	426,119.00
	<hr/>
	6,426,119.00
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Uses:

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Project Fund Deposits:	
Project Fund	6,290,829.00
Cost of Issuance:	
Other Cost of Issuance	80,000.00
Delivery Date Expenses:	
Underwriter's Discount	39,000.00
Bond Insurance - 15 bps	16,290.00
	<hr/>
	55,290.00
	<hr/>
	6,426,119.00
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BOND DEBT SERVICE

City of Hailey, Blaine County, Idaho  
Wastewater Revenue Bonds, Series 2023  
Market Rates as of August 17, 2023, Assumes 'A' Rating (Underlying)  
\*\*Bank Qualified with Bond Insurance\*\*

Dated Date 10/31/2023  
Delivery Date 10/31/2023

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service	Bond Balance	Total Bond Value
10/31/2023						6,000,000	6,000,000
03/15/2024			112,500	112,500		6,000,000	6,000,000
09/15/2024			150,000	150,000	262,500	6,000,000	6,000,000
03/15/2025			150,000	150,000		6,000,000	6,000,000
09/15/2025			150,000	150,000	300,000	6,000,000	6,000,000
03/15/2026			150,000	150,000		6,000,000	6,000,000
09/15/2026			150,000	150,000	300,000	6,000,000	6,000,000
03/15/2027			150,000	150,000		6,000,000	6,000,000
09/15/2027			150,000	150,000	300,000	6,000,000	6,000,000
03/15/2028			150,000	150,000		6,000,000	6,000,000
09/15/2028			150,000	150,000	300,000	6,000,000	6,000,000
03/15/2029			150,000	150,000		6,000,000	6,000,000
09/15/2029			150,000	150,000	300,000	6,000,000	6,000,000
03/15/2030			150,000	150,000		6,000,000	6,000,000
09/15/2030			150,000	150,000	300,000	6,000,000	6,000,000
03/15/2031			150,000	150,000		6,000,000	6,000,000
09/15/2031			150,000	150,000	300,000	6,000,000	6,000,000
03/15/2032			150,000	150,000		6,000,000	6,000,000
09/15/2032			150,000	150,000	300,000	6,000,000	6,000,000
03/15/2033			150,000	150,000		6,000,000	6,000,000
09/15/2033			150,000	150,000	300,000	6,000,000	6,000,000
03/15/2034			150,000	150,000		6,000,000	6,000,000
09/15/2034			150,000	150,000	300,000	6,000,000	6,000,000
03/15/2035			150,000	150,000		6,000,000	6,000,000
09/15/2035	545,000	5.000%	150,000	695,000	845,000	5,455,000	5,455,000
03/15/2036			136,375	136,375		5,455,000	5,455,000
09/15/2036	570,000	5.000%	136,375	706,375	842,750	4,885,000	4,885,000
03/15/2037			122,125	122,125		4,885,000	4,885,000
09/15/2037	600,000	5.000%	122,125	722,125	844,250	4,285,000	4,285,000
03/15/2038			107,125	107,125		4,285,000	4,285,000
09/15/2038	630,000	5.000%	107,125	737,125	844,250	3,655,000	3,655,000
03/15/2039			91,375	91,375		3,655,000	3,655,000
09/15/2039	660,000	5.000%	91,375	751,375	842,750	2,995,000	2,995,000
03/15/2040			74,875	74,875		2,995,000	2,995,000
09/15/2040	695,000	5.000%	74,875	769,875	844,750	2,300,000	2,300,000
03/15/2041			57,500	57,500		2,300,000	2,300,000
09/15/2041	730,000	5.000%	57,500	787,500	845,000	1,570,000	1,570,000
03/15/2042			39,250	39,250		1,570,000	1,570,000
09/15/2042	765,000	5.000%	39,250	804,250	843,500	805,000	805,000
03/15/2043			20,125	20,125		805,000	805,000
09/15/2043	805,000	5.000%	20,125	825,125	845,250		
	6,000,000		4,860,000	10,860,000	10,860,000		

BOND PRICING

City of Hailey, Blaine County, Idaho  
Wastewater Revenue Bonds, Series 2023  
Market Rates as of August 17, 2023, Assumes 'A' Rating (Underlying)  
\*\*Bank Qualified with Bond Insurance\*\*

Bond Component	Maturity Date	Amount	Rate	Yield	Price	Yield to Maturity	Call Date	Call Price	Premium (-Discount)
Serial Bonds:									
	09/15/2035	545,000	5.000%	3.680%	110.839 C	3.853%	09/15/2033	100.000	59,072.55
	09/15/2036	570,000	5.000%	3.830%	109.538 C	4.042%	09/15/2033	100.000	54,366.60
	09/15/2037	600,000	5.000%	3.980%	108.255 C	4.208%	09/15/2033	100.000	49,530.00
	09/15/2038	630,000	5.000%	4.100%	107.241 C	4.334%	09/15/2033	100.000	45,618.30
	09/15/2039	660,000	5.000%	4.150%	106.822 C	4.398%	09/15/2033	100.000	45,025.20
	09/15/2040	695,000	5.000%	4.200%	106.406 C	4.455%	09/15/2033	100.000	44,521.70
	09/15/2041	730,000	5.000%	4.250%	105.991 C	4.508%	09/15/2033	100.000	43,734.30
	09/15/2042	765,000	5.000%	4.300%	105.577 C	4.556%	09/15/2033	100.000	42,664.05
	09/15/2043	805,000	5.000%	4.350%	105.166 C	4.600%	09/15/2033	100.000	41,586.30
		6,000,000							426,119.00

Dated Date	10/31/2023	
Delivery Date	10/31/2023	
First Coupon	03/15/2024	
Par Amount	6,000,000.00	
Premium	426,119.00	
Production	6,426,119.00	107.101983%
Underwriter's Discount	-39,000.00	-0.650000%
Purchase Price	6,387,119.00	106.451983%
Accrued Interest		
Net Proceeds	6,387,119.00	

BOND SUMMARY STATISTICS

City of Hailey, Blaine County, Idaho  
Wastewater Revenue Bonds, Series 2023

Market Rates as of August 17, 2023, Assumes 'A' Rating (Underlying)  
\*\*Bank Qualified with Bond Insurance\*\*

Dated Date	10/31/2023
Delivery Date	10/31/2023
Last Maturity	09/15/2043
Arbitrage Yield	4.150439%
True Interest Cost (TIC)	4.434420%
Net Interest Cost (NIC)	4.601729%
All-In TIC	4.570964%
Average Coupon	5.000000%
Average Life (years)	16.200
Duration of Issue (years)	11.398
Par Amount	6,000,000.00
Bond Proceeds	6,426,119.00
Total Interest	4,860,000.00
Net Interest	4,472,881.00
Total Debt Service	10,860,000.00
Maximum Annual Debt Service	845,250.00
Average Annual Debt Service	546,415.09
Underwriter's Fees (per \$1000)	
Average Takedown	
Other Fee	6.500000
Total Underwriter's Discount	6.500000
Bid Price	106.451983

Bond Component	Par Value	Price	Average Coupon	Average Life
Serial Bonds	6,000,000.00	107.102	5.000%	16.200
	6,000,000.00			16.200

	TIC	All-In TIC	Arbitrage Yield
Par Value	6,000,000.00	6,000,000.00	6,000,000.00
+ Accrued Interest			
+ Premium (Discount)	426,119.00	426,119.00	426,119.00
- Underwriter's Discount	-39,000.00	-39,000.00	
- Cost of Issuance Expense		-80,000.00	
- Other Amounts		-16,290.00	-16,290.00
Target Value	6,387,119.00	6,290,829.00	6,409,829.00
Target Date	10/31/2023	10/31/2023	10/31/2023
Yield	4.434420%	4.570964%	4.150439%

Appendix C: Draft Financing Analysis (Rated Scenario)

SOURCES AND USES OF FUNDS

City of Hailey, Blaine County, Idaho  
Wastewater Revenue Bonds, Series 2023  
Market Rates as of August 17, 2023, Assumes 'A' Rating (Underlying)  
\*\*Bank Qualified without Bond Insurance\*\*

Dated Date                    10/31/2023  
Delivery Date                10/31/2023

Sources:

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Bond Proceeds:	
Par Amount	6,000,000.00
Premium	351,191.65
	<hr/>
	6,351,191.65
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Uses:

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Project Fund Deposits:	
Project Fund	6,232,191.65
Cost of Issuance:	
Other Cost of Issuance	80,000.00
Delivery Date Expenses:	
Underwriter's Discount	39,000.00
	<hr/>
	6,351,191.65
	<hr/> <hr/>

BOND DEBT SERVICE

City of Hailey, Blaine County, Idaho  
Wastewater Revenue Bonds, Series 2023  
Market Rates as of August 17, 2023, Assumes 'A' Rating (Underlying)  
\*\*Bank Qualified without Bond Insurance\*\*

Dated Date 10/31/2023  
Delivery Date 10/31/2023

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service	Bond Balance	Total Bond Value
10/31/2023						6,000,000	6,000,000
03/15/2024			112,500	112,500		6,000,000	6,000,000
09/15/2024			150,000	150,000	262,500	6,000,000	6,000,000
03/15/2025			150,000	150,000		6,000,000	6,000,000
09/15/2025			150,000	150,000	300,000	6,000,000	6,000,000
03/15/2026			150,000	150,000		6,000,000	6,000,000
09/15/2026			150,000	150,000	300,000	6,000,000	6,000,000
03/15/2027			150,000	150,000		6,000,000	6,000,000
09/15/2027			150,000	150,000	300,000	6,000,000	6,000,000
03/15/2028			150,000	150,000		6,000,000	6,000,000
09/15/2028			150,000	150,000	300,000	6,000,000	6,000,000
03/15/2029			150,000	150,000		6,000,000	6,000,000
09/15/2029			150,000	150,000	300,000	6,000,000	6,000,000
03/15/2030			150,000	150,000		6,000,000	6,000,000
09/15/2030			150,000	150,000	300,000	6,000,000	6,000,000
03/15/2031			150,000	150,000		6,000,000	6,000,000
09/15/2031			150,000	150,000	300,000	6,000,000	6,000,000
03/15/2032			150,000	150,000		6,000,000	6,000,000
09/15/2032			150,000	150,000	300,000	6,000,000	6,000,000
03/15/2033			150,000	150,000		6,000,000	6,000,000
09/15/2033			150,000	150,000	300,000	6,000,000	6,000,000
03/15/2034			150,000	150,000		6,000,000	6,000,000
09/15/2034			150,000	150,000	300,000	6,000,000	6,000,000
03/15/2035			150,000	150,000		6,000,000	6,000,000
09/15/2035	545,000	5.000%	150,000	695,000	845,000	5,455,000	5,455,000
03/15/2036			136,375	136,375		5,455,000	5,455,000
09/15/2036	570,000	5.000%	136,375	706,375	842,750	4,885,000	4,885,000
03/15/2037			122,125	122,125		4,885,000	4,885,000
09/15/2037	600,000	5.000%	122,125	722,125	844,250	4,285,000	4,285,000
03/15/2038			107,125	107,125		4,285,000	4,285,000
09/15/2038	630,000	5.000%	107,125	737,125	844,250	3,655,000	3,655,000
03/15/2039			91,375	91,375		3,655,000	3,655,000
09/15/2039	660,000	5.000%	91,375	751,375	842,750	2,995,000	2,995,000
03/15/2040			74,875	74,875		2,995,000	2,995,000
09/15/2040	695,000	5.000%	74,875	769,875	844,750	2,300,000	2,300,000
03/15/2041			57,500	57,500		2,300,000	2,300,000
09/15/2041	730,000	5.000%	57,500	787,500	845,000	1,570,000	1,570,000
03/15/2042			39,250	39,250		1,570,000	1,570,000
09/15/2042	765,000	5.000%	39,250	804,250	843,500	805,000	805,000
03/15/2043			20,125	20,125		805,000	805,000
09/15/2043	805,000	5.000%	20,125	825,125	845,250		
	6,000,000		4,860,000	10,860,000	10,860,000		

BOND PRICING

City of Hailey, Blaine County, Idaho  
Wastewater Revenue Bonds, Series 2023  
Market Rates as of August 17, 2023, Assumes 'A' Rating (Underlying)  
\*\*Bank Qualified without Bond Insurance\*\*

Bond Component	Maturity Date	Amount	Rate	Yield	Price	Yield to Maturity	Call Date	Call Price	Premium (-Discount)
Serial Bonds:									
	09/15/2035	545,000	5.000%	3.830%	109.538 C	3.983%	09/15/2033	100.000	51,982.10
	09/15/2036	570,000	5.000%	3.980%	108.255 C	4.165%	09/15/2033	100.000	47,053.50
	09/15/2037	600,000	5.000%	4.130%	106.990 C	4.324%	09/15/2033	100.000	41,940.00
	09/15/2038	630,000	5.000%	4.250%	105.991 C	4.445%	09/15/2033	100.000	37,743.30
	09/15/2039	660,000	5.000%	4.300%	105.577 C	4.504%	09/15/2033	100.000	36,808.20
	09/15/2040	695,000	5.000%	4.350%	105.166 C	4.557%	09/15/2033	100.000	35,903.70
	09/15/2041	730,000	5.000%	4.400%	104.757 C	4.606%	09/15/2033	100.000	34,726.10
	09/15/2042	765,000	5.000%	4.450%	104.350 C	4.651%	09/15/2033	100.000	33,277.50
	09/15/2043	805,000	5.000%	4.500%	103.945 C	4.692%	09/15/2033	100.000	31,757.25
		6,000,000							351,191.65

Dated Date	10/31/2023	
Delivery Date	10/31/2023	
First Coupon	03/15/2024	
Par Amount	6,000,000.00	
Premium	351,191.65	
Production	6,351,191.65	105.853194%
Underwriter's Discount	-39,000.00	-0.650000%
Purchase Price	6,312,191.65	105.203194%
Accrued Interest		
Net Proceeds	6,312,191.65	

BOND SUMMARY STATISTICS

City of Hailey, Blaine County, Idaho  
Wastewater Revenue Bonds, Series 2023

Market Rates as of August 17, 2023, Assumes 'A' Rating (Underlying)

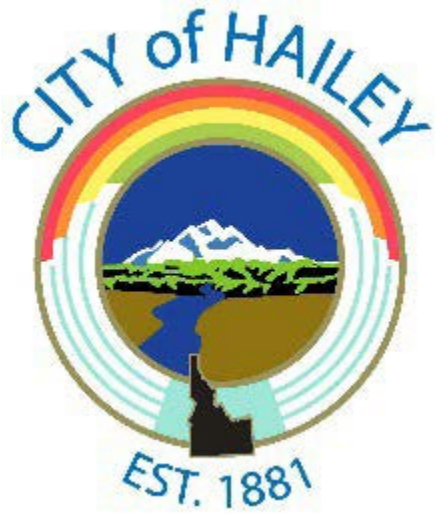
\*\*Bank Qualified without Bond Insurance\*\*

Dated Date	10/31/2023
Delivery Date	10/31/2023
Last Maturity	09/15/2043
Arbitrage Yield	4.268016%
True Interest Cost (TIC)	4.540437%
Net Interest Cost (NIC)	4.678815%
All-In TIC	4.655457%
Average Coupon	5.000000%
Average Life (years)	16.200
Duration of Issue (years)	11.363
Par Amount	6,000,000.00
Bond Proceeds	6,351,191.65
Total Interest	4,860,000.00
Net Interest	4,547,808.35
Total Debt Service	10,860,000.00
Maximum Annual Debt Service	845,250.00
Average Annual Debt Service	546,415.09
Underwriter's Fees (per \$1000)	
Average Takedown	
Other Fee	6.500000
Total Underwriter's Discount	6.500000
Bid Price	105.203194

Bond Component	Par Value	Price	Average Coupon	Average Life
Serial Bonds	6,000,000.00	105.853	5.000%	16.200
	6,000,000.00			16.200

	TIC	All-In TIC	Arbitrage Yield
Par Value	6,000,000.00	6,000,000.00	6,000,000.00
+ Accrued Interest			
+ Premium (Discount)	351,191.65	351,191.65	351,191.65
- Underwriter's Discount	-39,000.00	-39,000.00	
- Cost of Issuance Expense		-80,000.00	
- Other Amounts			
Target Value	6,312,191.65	6,232,191.65	6,351,191.65
Target Date	10/31/2023	10/31/2023	10/31/2023
Yield	4.540437%	4.655457%	4.268016%





**City of Hailey, ID**  
**Request for Proposal for**  
**Underwriting Services**  
*August 23, 2023*

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**STIFEL** | Public Finance

August 23, 2023

Lisa Horowitz, *City Administrator*  
lisa.horowitz@haileycityhall.org  
(208) 788-4221

Eric Heringer, *Municipal Advisor*  
eric.heringer@psc.com  
(208) 344-8561

Dear Ms. Horowitz and Mr. Heringer:

On behalf of Stifel, Nicolaus & Company, Incorporated (“Stifel”), thank you for the opportunity to present our qualifications to the City of Hailey, Idaho (the “City”) to provide bond underwriting services. We believe the follow items highlight our qualifications to serve the City:

**Recent Idaho Experience:** Stifel has worked with a variety of Idaho issuers over the past few years, offering the following recent examples: City of Idaho Falls Series 2020 Certificates of Participation, Chubbuck Development Authority Series 2020 (Pine Ridge Mall Project), 44 transactions with a total par liability amount of \$763 million for the Idaho Housing and Finance Association, and is currently with the Meridian Library District and engaged on cold storage facility project with the Pocatello Urban Renewal Authority.

**National Lead Managed Financings**  
2022 Negotiated Issues (Ranked by # of Issues)

Rank	Firm	# of Issues	Mkt. Share	Par Amount (US\$ mil)
1	STIFEL	729	15.3%	\$16,344.5
2	Piper Sandler	391	8.2	11,930.2
3	RBC	348	7.3	23,301.6
4	Raymond James	324	6.8	11,213.6
5	D A Davidson	296	6.2	3,610.7
6	Robert W Baird	218	4.6	4,715.4
7	BAML	203	4.3	29,429.2
8	J P Morgan	160	3.4	28,383.0
9	Wells Fargo	137	2.9	15,175.7
10	Morgan Stanley	133	2.8	20,416.1

**National Lead Managed Financings**  
2022 Negotiated Issues (Ranked by Par)

Rank	Firm	Par Amount (US\$ mil)	Mkt. Share	# of Issues
1	BAML	\$29,429.2	10.2%	203
2	J P Morgan	28,383.0	9.9	160
3	RBC	23,301.6	8.1	348
4	Citi	22,763.0	7.9	129
5	Morgan Stanley	20,416.1	7.1	133
6	STIFEL	16,344.5	5.7	729
7	Goldman Sachs	15,899.4	5.5	96
8	Wells Fargo	15,175.7	5.3	137
9	Barclays	12,934.8	4.5	98
10	Jefferies	12,823.0	4.5	71

**Dedication to Municipal Finance:** Stifel’s dedication to municipal finance is driven by the fact it serves as a core business practice for Stifel. This commitment is reflected in our rankings for the past eight years as the #1 ranked underwriter of negotiated transactions, by number of issues. In 2022, Stifel served as lead manager on 729 negotiated transactions, ranking #1 by number of issues (15.3% market share) and ranking 6<sup>th</sup> by par amount (5.7% market share).

**#1 Ranked Experience in Underwriting Rocky Mountain Region Utility Bonds:** Stifel is the #1 ranked underwriter of Rocky Mountain Region utility bond transactions over the last decade. Since 2013, Stifel has served as underwriter on 101 Rocky Mountain Region water and sewer revenue transactions with an aggregate par amount of \$2.6 billion, giving Stifel a 35.8% market share of all Rocky Mountain Region water transactions over the last decade by par amount. Relevant issuers include; Denver Water; Parker Water and Sanitation District; Colorado Springs Utilities; Aurora Water, Pueblo Water, Colorado Water Resources and Power Development Authority; Jordan Valley Water Conservancy District, City of Westminster; Northern Water Conservancy District and Metro Wastewater Reclamation District; Salt Lake City Utilities, City of Orem, and Central Valley Water Reclamation Facility.

**Local Presence and Balanced Platform to Deliver Institutional and Idaho Retail Investors:** The firm has 30 financial advisors throughout six offices in Idaho. They are located in Boise, Coeur d’Alene, Idaho Falls, Ketchum, Lewiston, and

Pocatello, managing approximately \$2.6 billion in assets across 17,828 accounts. Within the Rocky Mountain Region (ID, CO, MT, UT, and WY), Stifel has 98 financial advisors covering 76,751 accounts with over \$10.7 billion of assets. Stifel also operates one of the municipal industry’s most active institutional distribution operation, with 285 sales representatives covering over 8,500 accounts across the country.

We appreciate this opportunity to present our qualifications to the City and its Municipal Advisor. We believe the enclosed response reflects our desire to assist the Hailey team in structuring and marketing this transaction at the lowest possible interest cost. As signatory below, I am legally authorized to commit Stifel to this response.

Sincerely,



Bryan Stelmack  
Managing Director  
Direct: 303-291-5288 | Mobile: 303-601-7845  
E-mail: stelmackb@stifel.com



# City of Hailey, Idaho

## Request for Proposal for Underwriting Services

### Table of Contents

- 1. **TEAM DESCRIPTION** ..... 1
- 2. **EXPERIENCE AND UNDERWRITING CAPABILITY** ..... 2
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- 4. **FEES AND EXPENSES**..... 6
- APPENDIX: COMPARABLE WATER AND WASTEWATER REVENUE TRANSACTIONS**

**DISCLOSURE:** As outlined in the SEC’s Municipal Advisor Rule, Stifel, Nicolaus & Company, Incorporated (“Stifel”) is providing the attached material and all information and advice contained therein in response to a request for proposals or request for qualifications (the “RFP”) by a municipal issuer or obligated person with respect to a specific issue of municipal securities. Stifel has not acted, and will not act, as your municipal advisor with respect to the issuance of the municipal securities that is the subject to the RFP.

Stifel is providing information and is declaring to the proposed municipal issuer and any obligated person that it has done so within the regulatory framework of MSRB Rule G-23 as an underwriter (by definition also including the role of placement agent) and not as a financial advisor, as defined therein, with respect to the referenced proposed issuance of municipal securities. The primary role of Stifel, as an underwriter, is to purchase securities for resale to investors in an arm’s- length commercial transaction. Serving in the role of underwriter, Stifel has financial and other interests that differ from those of the issuer. The issuer should consult with its’ own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent it deems appropriate.

These materials have been prepared by Stifel for the client or potential client to whom such materials are directly addressed and delivered for discussion purposes only. All terms and conditions are subject to further discussion and negotiation. Stifel does not express any view as to whether financing options presented in these materials are achievable or will be available at the time of any contemplated transaction. These materials do not constitute an offer or solicitation to sell or purchase any securities and are not a commitment by Stifel to provide or arrange any financing for any transaction or to purchase any security in connection therewith and may not relied upon as an indication that such an offer will be provided in the future. Where indicated, this presentation may contain information derived from sources other than Stifel. While we believe such information to be accurate and complete, Stifel does not guarantee the accuracy of this information. This material is based on information currently available to Stifel or its sources and is subject to change without notice. Stifel does not provide accounting, tax or legal advice; however, you should be aware that any proposed indicative transaction could have accounting, tax, legal or other implications that should be discussed with your advisors and /or counsel as you deem appropriate.

**1. TEAM DESCRIPTION**

- a) Please provide the name, title, address, telephone, and e-mail of the banker who will serve as your firm’s lead contact. Include a brief résumé for this individual that includes his or her years of experience in this role.

Lead Banker			
Name/Title	Location	Phone	Email
Bryan Stelmack <i>Managing Director</i>	1401 Lawrence Street, Suite 900 Denver, Colorado 80202	(303) 291-5288	stelmackb@stifel.com

**BRYAN STELMACK** *Managing Director*

Bryan Stelmack joined Stifel’s Public Finance Department in 2012, bringing over a decade of experience working with Rocky Mountain issuers while working at his prior firm, Piper Jaffray. Mr. Stelmack will directly manage the transaction, from document preparation, to marketing of the certificates, and through a successful closing. Mr. Stelmack has experience providing banking, analytical, and sales support on over 230 transactions with a total par amount of approximately \$15.5 billion. Experience within the Rocky Mountain region includes: City of Idaho Falls (ID), Pocatello Airport Urban Renewal Authority (ID), the City of Bozeman (MT), the City and County of Denver (CO), the City of Aurora and Aurora Water (CO), the State of Colorado, the State of Montana, CWRPDA, City of Bozeman (MT), Meridian Library District (ID), Colorado Department of Transportation, Montana Department of Transportation, the City of Colorado Springs and Colorado Springs Utilities (CO), Denver Water (CO), the City of Helena (MT), Billings Public Schools (MT), and the City of Billings (MT). Mr. Stelmack is a graduate of Tulane University, receiving both a Bachelor’s of Science in Management degree with a concentration in finance and a Masters of Finance. Mr. Stelmack maintains Series 7, 50 and 63 registrations.

- b) Please provide the name, title, address, telephone, and e-mail of the individual who will serve as your firm’s lead underwriter. Include a brief résumé for this individual that includes his or her years of experience in this role.

Lead Underwriter			
Name/Title	Location	Phone	Email
Mike Imhoff <i>Managing Director</i>	1401 Lawrence Street, Suite 900 Denver, Colorado 80202	(303) 291-5383	mimhoff@stifel.com

**MIKE IMHOFF** *Managing Director*

Mr. Imhoff manages Stifel’s national underwriting operations, and directs secondary market trading for the firm. As the firm’s lead underwriter, Mr. Imhoff has been underwriting Colorado issues for 36 years. Mr. Imhoff currently serves on the FINRA Fixed Income Committee and the SIFMA Municipal Executive Committee. He served on the Municipal Securities Rulemaking Board (MSRB), and is a past Director of The Bond Market Association. He serves on the University of Colorado Foundation Board and the University of Colorado at Denver Business School Advisory Board. Mr. Imhoff received his BS in Finance and International Finance from the University of Colorado at Boulder, and studied at the London School of Business.

- c) Please provide contact information for any other core team members who would work on the proposed transaction. Please summarize the function of these individuals within your organization as well as their professional background and experience.

Banking Team			
Name/Title	Location	Phone	Email
Hadley Seymour <i>Analyst – Transaction Support</i>	1401 Lawrence Street, Suite 900 Denver, Colorado 80202	(303) 291-5264	seymourh@stifel.com
Les Willson <i>Director – Quantitative Support</i>	1401 Lawrence Street, Suite 900 Denver, Colorado 80202	(303) 291-5368	willsonl@stifel.com

**HADLEY SEYMOUR** *Analyst*

Ms. Seymour joined Stifel in 2022 following her graduation from Kenyon College, where she received her Bachelor of Arts in Economics and Environmental Studies. Ms. Seymour provides transaction support to a variety of Rocky Mountain Region issuers, and works alongside banking teams in Stifel’s Colorado and Utah offices.

**LES WILLSON** *Director*

Mr. Willson joined Stifel Nicolaus’ Public Finance Department in 1993. Since joining Stifel Nicolaus, Mr. Willson has structured over 1000 issues for clients throughout the Country totaling over \$10 billion in debt. His extensive experience in municipal

finance includes structuring refunding bond issues and escrow accounts, and formulating cash flows for complex issues such as state revolving loan programs. Mr. Willson joined Stifel Nicolaus' Public Finance Department in 1993. Since joining Stifel Nicolaus, Mr. Willson has structured over 1,000 issues for clients throughout the Country totaling over \$10 billion in debt. Mr. Willson received his Masters of Business Administration from the University of Denver and his bachelor's degree from the University of Colorado at Boulder. Mr. Willson maintains Series 7 and Series 24 registrations.

- d) Please provide information concerning any legal or disciplinary events in the last 10 years with a securities regulatory body involving the individuals identified in a), b) or c) above.

No FINRA disclosures have been made concerning the proposed banking team in the past 10 years.

**2. EXPERIENCE AND UNDERWRITING CAPABILITY**

- a) Please provide, in an appendix, a list of comparable water or wastewater revenue bonds for which your firm has acted as the senior managing underwriter since January 1, 2020. Include both the ratings and the par amount of each issue. Please total the columns detailing the number of transactions and the par amounts.

Negotiated Water and Wastewater Revenue Bond Rankings January 1 2020 – August 17, 2023			
Rank	Firm	# of Issues	Mkt. Share (%)
1	STIFEL	143	9.4
2	Piper Sandler	116	7.8
3	Raymond James	102	6.8

**#1 Ranked Underwriter of Water and Wastewater Revenue Bonds Nationally.** Since January 1, 2020, Stifel has senior managed 143 comparable water or wastewater revenue bonds with an aggregate par of \$4.69 billion. This experience has led to Stifel's top ranking by number of issues and 9.4% market share. A list of these comparable transactions, inclusive of ratings and par amount, is included as Appendix A.

- b) Please provide a statement of the net underwriting capital of your firm as of March 31, 2023 (do not include capital of any firm without full common ownership with your own).

Stifel's underwriters have immediate and direct access to the firm's excess net capital. On behalf of our public finance clients and our retail system, we routinely inventory bonds both at issuance and in the secondary market. The firm's flat organization and the integration of all Municipal Securities Group operations allows us the ability to rapidly and efficiently commit our capital for clients. Stifel has the ability to put our capital to work for our clients in times of market uncertainty. The adjacent table does not include capital of any firm without full common ownership.

Capital Strength – As of March 31, 2023	
Total Capital	\$1,324,082,220
Equity Capital	\$1,311,806,874
Net Capital	\$514,538,447
Excess Net Capital	\$491,457,898
Net Capital for Underwriting	\$456,837,074
<b>Maximum Underwriting Capacity</b>	<b>\$6,526,243,914</b>

- c) Please provide three narrative examples from the last twelve months of your firm's willingness to put your capital at risk by underwriting unsold balances.

**On average, 2% - 5% of the bonds we underwrite each year are taken down by the firm in order to guarantee the most aggressive pricing. Below are three examples over the past year of Rocky Mountain Region transactions that had unsold balance underwritten by Stifel.**



**Redevelopment Agency of American Fork City, Utah  
\$30,000,000 Subordinate Sales Tax and Tax Increment Revenue Bonds  
Series 2022**

Stifel served as senior manager to the Agency on its Subordinate Sales Tax and Tax Increment Bonds. The Bonds were issued to finance a portion of the costs of the acquisition and construction of project area improvements, including upgrading 200 South by widening it, adding intersection signals, upgrading utilities, and related improvements in the project area. The Bonds were structured with serial maturities 2023 through 2042 with 5.0% coupons and a term bond in 2047 at 4.0%. The bonds have a 9-year par call. The week of pricing, the bond market experienced increases in every maturity, with increases ranging from 4 to 14 basis points. Despite market conditions, Stifel generated over \$650.57 million in orders from 21 accounts that included a mix of bond funds, separately managed accounts, money managers, banks, and insurance companies. In support of the Agency and commitment to an aggressive sale, **Stifel took down a balance of \$265,000.** Ultimately, the Bonds achieved a True Interest Cost of 4.04% for this 25-year financing with an average life of 14.916 years. The Agency and the Municipal Advisor were very pleased with Stifel's performance and the financing results.



**Town of Frisco (CO)**  
**\$6,350,000 Certificates of Participation**  
**Series 2023**

Stifel was pleased to serve as sole underwriter to the Town of Frisco on its Certificates of Participation, Series 2023 in April 2023. Proceeds from the sale will be used for the construction of for rent workforce housing consisting of two buildings with 22 total apartments (5 studios, 11 one bedroom units, and 6 two-bedroom units). The Town and the Colorado Department of Transportation (“CDOT”) entered into that certain Intergovernmental Agreement, dated June 8, 2022, for the joint development of the workforce housing. The Town’s Certificates received a strong underlying rating of ‘Aa2’ by Moody’s. Within the Moody’s rating report, the notched certificate of participation rating is anchored by the Town’s stable economy, strong full value per capita, high median household income, and strong available fund balance and liquidity as a result of prudent financial management. The Certificates were structured with a 10-year par call and with serials from 2023 through 2033 and four term certificates maturing in 2035, 2037, 2039, and 2042. All Certificates priced with 5% coupons based on investor demand. The issuance received orders from 11 institutional accounts and retail investors. **Ultimately, Stifel underwrote an unsold balance of \$885,000.** The 20-year financing priced with a final true interest cost of 3.65%.



**Heber Light & Power (UT)**  
**\$29,070,000 Electric Revenue Bonds**  
**Series 2023**

Stifel served as underwriter to Heber Light & Power Company on their Electric Revenue Bonds. The Bonds were issued to finance capital improvements, including the completion of a substation, land purchase for an additional substation, an administrative office building and shop, as well as other improvements to the Issuer’s electric system. The Bonds were structured with serial maturities in years 2024 through 2042 with 5.0% coupons and a 5.0% term bond in 2047. The bonds are callable at par on December 15, 2032. Prior to pricing, Stifel tightened yields from the initial scale by 5 basis points in each maturity. Near the end of the order period the issuer made the decision to increase the par amount by \$3 million. The desk was able to quickly accommodate and get the additional balance sold to investors. The bonds received an oversubscription and Stifel reduced the yields by 2 basis points in 6 maturities. Stifel generated orders from 11 accounts that included a mix of bond funds, separately managed accounts, money managers, and banks trusts. **Stifel underwrote an unsold balance of \$385,000 in support of HL&P.** Ultimately, the Bonds achieved a True Interest Cost of 3.898%.

**3. MARKET AND STRUCTURE RECOMENDATIONS**

a) Please provide your opinion regarding which rating agency or agencies to utilize for this issuance.

**Stifel believes that the City utilizing a single rating from Standard & Poor’s (“S&P”) will support a quality pricing.**

**Considerations for the City’s Rating Strategy:** In partnership with the City and its Municipal Advisor, Stifel takes an active and thoughtful approach in the rating process and will help evaluate various alternative strategies. For the City, Stifel recommends obtaining a rating from S&P. For a transaction size at or around \$6 million, Stifel believes that obtaining one rating from S&P will fully support a quality pricing.

- Of the 109 Water and Sewer Revenue Bonds priced in the Rocky Mountain region that Stifel reviewed, 98 of those transactions (90%) selected at least one rating from S&P.
- The cost of a second rating is approximately \$17,000 from Fitch, which could be recaptured by the improved pricing from the larger universe of buyers who expect two ratings. In some cases, Fitch will rate one notch higher than S&P. However, most investors prefer a single rating from S&P over Fitch.
- Moody’s continues to lag with many one -notch rating gaps, as illustrated in the adjacent table. Stifel would not recommend that the City utilize Moody’s as either a sole or secondary rating agency for water and wastewater revenue bonds.

Ratings Summary for Recent Rocky Mtn. Region Utility Issuers <sup>1</sup>			
Issuer	S&P	Fitch	Moody’s
Town of Castle Rock, CO	AA+	--	Aa3
Salt Lake City, UT Public Utilities	AAA	--	Aa1
South Adams County Wtr & San	AA	--	Aa3
Longmont, CO	AA	AA+	--
North Davis Sewer District, UT	AA+	AAA	--

<sup>1</sup> Ratings listed by Standard and Poor’s, Moody’s, and Fitch.



**Rating Approach for Standard and Poor's<sup>2</sup>:** Stifel has reviewed S&P's rating criteria for wastewater credits. Stifel recommends the City focus on its strong economic fundamentals and low utility burden on residents when presenting to S&P.

Credit Factor	Rating Criteria	Stifel's Commentary on Hailey																																	
<b>Economic Fundamentals (45%)</b>	Measures the strength of the utility's service area economy, including the utility's demographics, characteristics and trends about the customer base, and how crucial the utility's principal customers are to operating revenues.	<ul style="list-style-type: none"> <li>Service area has median household incomes around national and state medians.</li> <li>Blaine County has a broad and diverse employment base<sup>3</sup></li> </ul> <table border="1"> <thead> <tr> <th>Employer</th> <th>Ownership</th> <th>Employment Range</th> </tr> </thead> <tbody> <tr> <td>Sun Valley Resort</td> <td>Private</td> <td>500 - 999</td> </tr> <tr> <td>Blaine County School District</td> <td>Local Government</td> <td>500 - 999</td> </tr> <tr> <td>Atkinsons' Market</td> <td>Private</td> <td>100 - 249</td> </tr> <tr> <td>Power Engineers</td> <td>Private</td> <td>100 - 249</td> </tr> <tr> <td>Blaine County</td> <td>Local Government</td> <td>100 - 249</td> </tr> <tr> <td>Webb Landscape</td> <td>Private</td> <td>100 - 249</td> </tr> <tr> <td>Albertsons</td> <td>Private</td> <td>100 - 249</td> </tr> <tr> <td>Sun Valley Community School</td> <td>Private</td> <td>100 - 249</td> </tr> <tr> <td>leg Zenergy</td> <td>Private</td> <td>100 - 249</td> </tr> <tr> <td>The Valley Club</td> <td>Private</td> <td>050 - 099</td> </tr> </tbody> </table> <p>NOTE: Only employers that have given the Department permission to release employment range data are listed. Source: Idaho Department of Labor- Quarterly Census of Employment Wages (QCEW)</p>	Employer	Ownership	Employment Range	Sun Valley Resort	Private	500 - 999	Blaine County School District	Local Government	500 - 999	Atkinsons' Market	Private	100 - 249	Power Engineers	Private	100 - 249	Blaine County	Local Government	100 - 249	Webb Landscape	Private	100 - 249	Albertsons	Private	100 - 249	Sun Valley Community School	Private	100 - 249	leg Zenergy	Private	100 - 249	The Valley Club	Private	050 - 099
	Employer	Ownership	Employment Range																																
Sun Valley Resort	Private	500 - 999																																	
Blaine County School District	Local Government	500 - 999																																	
Atkinsons' Market	Private	100 - 249																																	
Power Engineers	Private	100 - 249																																	
Blaine County	Local Government	100 - 249																																	
Webb Landscape	Private	100 - 249																																	
Albertsons	Private	100 - 249																																	
Sun Valley Community School	Private	100 - 249																																	
leg Zenergy	Private	100 - 249																																	
The Valley Club	Private	050 - 099																																	
<b>Enterprise Risk Profile</b>	<b>Industry Risk (20%)</b>	<ul style="list-style-type: none"> <li>Strong and growing wastewater operating revenues.</li> <li>Customer growth remains, while being manageable.<sup>4</sup></li> </ul>																																	
	<b>Market Position (25%)</b>	<ul style="list-style-type: none"> <li>No identifiable competitive risk.</li> <li>Rates in Hailey will remain relatively affordable with minimal household increases of approximately \$6-\$8 a month.</li> <li>High voter support also can be used to measure affordability, given the 89% approval.</li> </ul>																																	
	<b>Operational Management Assessment (10%)</b>	<ul style="list-style-type: none"> <li>The City's plan to raise rates in October evidences management leadership and the prioritization of financial stability.</li> </ul>																																	
<b>Financial Risk Profile</b>	<b>All-in Coverage (40%)</b>	<ul style="list-style-type: none"> <li>The impact on all-in annual costs from this borrowing is modest.</li> <li>The capital plan to upgrade the plant is essential and directly reflects one of the rating agency sector concerns: regulatory compliance.</li> </ul>																																	
	<b>Liquidity and Reserves (40%)</b>	<ul style="list-style-type: none"> <li>The City has adequate utility fund balances in both the restricted and unrestricted accounts, net of related debt.</li> </ul>																																	

<sup>2</sup> Source: Standard and Poor's, "Criteria, Governments, U.S. Public Finance Waterworks, Sanitary Sewer, and Drainage Utility Systems: Rating Methodology and Assumptions", 14 April 2022.

<sup>3</sup> Source: Blaine County Labor Force and Economic Profile, January 2023

<sup>4</sup> Source: Hailey, Idaho Woodside Water Reclamation Facility Planning Study, March 2021

Credit Factor	Rating Criteria	Stifel's Commentary on Hailey
<b>Debt and Liabilities (10%)</b>	This factor incorporates mainly quantitative, but also qualitative, analyses about the absolute measure of the utility's indebtedness and the capacity to incur and support additional debt.	• The City has strong capitalization, but an increase in debt will increase the ratio even as the old indebtedness rolls off.
<b>Financial Management Assessment (10%)</b>	Analysis includes an evaluation of ongoing management practices and policies that can be supportive of financial performance and continuity, as well as internal controls and reporting.	• Hailey has strong outstanding debt service coverage ratios (with and without non-recurring revenues)

b) Briefly describe market conditions for Bank-Qualified bonds and the types of investors you anticipate participating in the 2023 Bond sale given recent market conditions.

**Estimated Yield Benefit of Bank Qualification in the Current Market.** Stifel was the top underwriter of negotiated bank qualified transactions in 2022, ranked by par amount, and continues to hold the top rank year-to-date. We are acutely aware of reception of these bonds in the market. Based on our recent experience and comparable transactions, we estimated the current bank qualified benefit to be marginal or near zero, which is unlike the past several years in the municipal bond market. There are multiple reasons for the lack of interest from commercial banks. A key reason is the recent instability of the banking system, stemming from liquidity challenges with Silicon Valley Bank, Signature Bank, and First Republic Bank in the first quarter of 2023.

However, there are various other primary and secondary reasons, including the inverted U.S. Treasury yield curve, which currently incentivizes many investors to invest in shorter term securities while foregoing investment in longer term securities. Further, the lower volume of overall municipal bond issuance thus far in 2023 has led many investors to focus on larger, more liquid bond issues at the expense of smaller bond issues which may or may not carry a bank qualified designation.

Nonetheless, we understand that *versatility* is a key characteristic of a good underwriter. Thus, we will work diligently with the City and its advisor to determine if market conditions at the time of sale make bank qualification appropriate. We note, however, that the bank qualification designation does not come at a cost to the City (especially if the City does not plan on issuing any additional bonds during this calendar year). Even if the bank qualified benefit is small it may be in the interest of the City to proceed with the designation.

**Small Issue Dynamics.** As there is less demand for small issues/issuers due to liquidity and other current market dynamics, there have been slightly higher prices to borrow for small issuers. Nonetheless, Stifel will work persistently against such headwinds as we market the City's bonds. As a consistent participant in the marketplace, Stifel is able to provide up to date information to our underwriting clients at a moment's notice and provide insights that other firms cannot. Stifel's sales force has relationships with over 8,500 accounts and many fall under the investor types shown below. Stifel's knowledge of which entities have been active with similar credits to the City's, this type of investor knowledge and insight helps Stifel develop an efficient sale and market the appropriate maturities to the appropriate investors. While the City has indicated it would like a 20-year amortization, Stifel has shown investor demand through 30-years showing the City can extend its current structure if financing goals change.

Investor Type	Years to Maturity																														
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	
Money Market Funds																															
Money Managers																															
Individual Retail																															
Short Bond Funds																															
Intermediate Bond Funds																															
Long Bond Funds																															
Insurance Companies																															
Trading Accounts																															
Municipalities																															



- c) Please provide your estimate of yields for this issue under a tax-exempt (Federal and State of Idaho) structure as of August 17, 2023. Using the sample amortization provided below, please provide the spread to the August 17th end-of-day MMD scale (no interpolation) on a maturity-by-maturity basis. Include term bonds where you deem appropriate. Please provide estimates based on the following ratings & optional redemption features:
1. S&P “A” underlying rating without bond insurance, bank qualified, 5% coupon structure, 9/15/2033 first call date.
  2. S&P “A” underlying rating with bond insurance, bank qualified, 5% coupon structure, 9/15/2033 first call date.

Maturity (9/15)	Amount	MMD	Coupon	Insured		Uninsured	
				Spread	Yield	Spread	Yield
2035	545,000	2.99	5.00	0.60	3.59	0.75	4.19
2036	570,000	3.11	5.00	0.61	3.72	0.76	4.33
2037	600,000	3.25	5.00	0.62	3.87	0.77	4.49
2038	630,000	3.36	5.00	0.64	4.00	0.79	4.64
2040	1,355,000	3.44	5.00	0.65	4.09	0.81	4.74
2043	2,300,000	3.59	5.00	0.68	4.27	0.85	4.95

**Scales<sup>5</sup>.** Stifel’s proposed interest rate scales for the City’s proposed Series 2023 Wastewater Revenue Bonds are displayed in the adjacent chart, as well as the applicable spreads to the MMD. Based on current market dynamics and investor demand, Stifel’s

underwriters have currently targeted coupons serial bonds for the first four years of principal, with the following 5 years split into a 2-year and 3-year term bond based on the bond details provided.

**4. FEES AND EXPENSES**

- a) Please provide your proposed maturity-by-maturity takedowns for this issue, as well as a detailed breakdown of other fees and expenses. Please include dollar amounts of estimated expenses and include the cost of the Gameday service from IPreo, or another comparable service. Do not include expenses that the underwriter is not traditionally responsible to pay.

**Fees and Expenses.** The following reflects Stifel’s proposed gross spread and estimate of underwriting expenses assuming an issuance of wastewater revenue bonds with a repayment term as outlined in the RFP. Stifel’s fee is contingent upon a financing being issued and will be paid out of proceeds of the successful financing; **if the City does not issue a financing, Stifel will not initiate a fee.**

Underwriter's Discount	
Summary	\$/Bond
Average Takedown	\$3.500
Management Fee	0.000
Underwriter’s Counsel	1.667
Fees and Expenses	0.481
<b>Gross Spread</b>	<b>\$5.648</b>

Breakdown of Expenses		
	\$/Bond	\$ Amount
Ipreo Expenses (Game Day)	\$0.078	\$467.87
CUSIPs <sup>(1)</sup>	0.062	370.00
DTC	0.133	800.00
Continuing Disclosure Review	0.125	750.00
Other (Blue Sky)	0.083	500.00
<b>Total Expenses</b>	<b>\$0.481</b>	<b>\$2,887.87</b>

(1) Assumes 6 CUSIPs

- b) Please indicate whether your firm will require the use of underwriter’s counsel. If yes, please provide an estimated or not-to-exceed cost for your counsel’s services. The City has retained Hawley Troxell Ennis & Hawley (Boise, ID) as disclosure counsel, who will draft the Preliminary and Final Official Statements and render a 10b-5 opinion on which the underwriter may rely.

**Use of Underwriter’s Counsel.** Stifel will require the use of underwriter’s counsel. Benjamin Johnson at Ballard Spahr has provided a not-to-exceed fee of \$10,000. This fee can be added to Stifel’s expenses (as displayed in the table above) or included as part of the cost of issuance of the transaction.

<sup>5</sup>Preliminary and subject to change. The use of 'A' underlying rating with and without insurance is consistent with the ratings noted in the RFP. Interest rate assumptions are based on current market conditions and similar credits. Actual results may differ, and Stifel makes no commitment to underwrite at these levels. Costs of issuance and underwriter’s discount are estimates for discussion purposes.

\*MMD as of 8/17/23 end-of-day

**Appendix A: Comparable Water and Wastewater Revenue Transactions**

Dated Date	Issuer	Issuer Description	Par Amount (\$MM)	State	Moody's/S&P/Fitch
02/13/2020	Evansville City-Indiana	Waterworks District Ref Rev Bonds	30.670	IN	NR/A+/NR
02/27/2020	Tustin City-California	Water Refunding Revenue Bonds	14.910	CA	NR/AA/NR
03/26/2020	Reading Area Water Authority	Water Revenue Bonds	50.195	PA	NR/A-/NR
04/23/2020	Goodyear City-Arizona	Sub Ln Wtr & Swr Rev Obligations	77.530	AZ	Aa3/A+/NR
04/28/2020	Madison Water & Wastewater Bd	Water & Sewer Revenue Bonds	61.815	AL	Aa2/AA+/NR
04/01/2020	Fate City-Texas	Wtrwrks & Swr Sys Rev Ref Bonds	5.270	TX	NR/A-/NR
05/07/2020	Marshfield City-Missouri	Comb Wtrwrks & Swrg Sys Rev Bonds	4.665	MO	NR/A/NR
04/20/2020	Marysville City-Ohio	Water System Mortgage Rev Bonds	40.465	OH	Aa3/NR/NR
06/03/2020	Westminster City-Colorado	Wtr & Wstwr Rev Ref Bonds	17.380	CO	NR/AAA/AA+
05/27/2020	Goodyear City-Arizona	Sub Ln Wtr & Swr Oblig Ref Bonds	13.540	AZ	Aa3/A+/NR
05/27/2020	Goodyear City-Arizona	Sub Ln Wtr & Swr Rev Ref Ob	43.240	AZ	Aa3/A+/NR
06/10/2020	Cleveland City-Ohio	Water Revenue Bonds	15.815	OH	Aa2/AA+/NR
06/11/2020	Cleveland City-Ohio	Water Revenue Bonds	70.270	OH	Aa2/AA+/NR
05/28/2020	E Cherry Creek Villy Wtr Sanit Dt	Water Revenue Refunding Bonds	22.745	CO	NR/AA-/NR
06/11/2020	Whittier Utilities Authority	Water Refunding Revenue Bonds	5.620	CA	NR/AA/NR
06/23/2020	Colorado Wtr Res & Pwr Dev Au	Water Resources Rev Bonds	7.400	CO	NR/BBB-/NR
06/24/2020	Jurupa Community Services Dt	Sewer Revenue Refunding Bonds	1.915	CA	NR/AA/NR
06/24/2020	Jurupa Community Services Dt	Water Revenue Refunding Bonds	3.490	CA	NR/AA/NR
07/16/2020	Jersey City Municipal Util Auth	Water & Sewer Revenue Ref Bonds	24.700	NJ	Aa3/NR/NR
06/15/2020	Allen City-Texas	Waterworks & Swr Sys Rev Bonds	4.880	TX	NR/AAA/NR
07/23/2020	Oceanside City-California	Water Revenue Bonds	25.275	CA	NR/AA+/AA
07/28/2020	Firestone Town-Colorado	Water Enterprise Revenue Bonds	45.955	CO	NR/A/NR
08/13/2020	Cleveland City-Ohio	Water Revenue Bonds	99.145	OH	Aa2/AA+/NR
08/19/2020	Bennett Town-Colorado	Water Revenue Bonds	4.905	CO	NR/A-/NR
09/24/2020	Macon Water Authority	Water & Sewer Revenue Bonds	20.380	GA	Aa1/AA/NR
09/15/2020	Crescenta Valley Co Water Dt	Rev Certificates of Participation	11.095	CA	NR/AA-/NR
10/15/2020	Warrior River Water Authority	Water Revenue Bonds	21.705	AL	NR/A/NR
10/27/2020	Eufaula Waterworks & Sewer Board	Water and Sewer Revenue Bonds	4.985	AL	NR/A/NR
10/27/2020	Eufaula Waterworks & Sewer Board	Water and Sewer Revenue Bonds	6.835	AL	NR/A/NR
10/14/2020	Little Thompson Water Dt	Water Revenue Bonds	22.785	CO	NR/AA-/NR
10/20/2000	Pima Co Metro Domestic Wtr Imp Dt	Sr Lien Water Util Sys Ref Oblig	9.265	AZ	Aa3/NR/NR
10/20/2020	St Charles Mesa Water Dt	Water Enterprise Rev Ref Bonds	4.015	CO	NR/A+/NR
10/29/2020	Central Utah Wtr Conservancy Dt	Water Revenue Refunding Bonds	66.570	UT	NR/AA+/AA+
10/29/2020	Central Utah Wtr Conservancy Dt	Water Revenue Refunding Bonds	96.475	UT	NR/AA+/AA+
10/29/2020	Brea City-California	Water Revenue Ref Bonds	17.960	CA	NR/AA/NR
11/03/2020	Garden Grove Public Fin Auth	Water Revenue Bonds	23.220	CA	NR/AA+/NR
11/12/2020	Dayton City-Ohio	Sewer System Revenue Bonds	16.380	OH	Aa2/AA-/NR
11/13/2020	Jersey City Municipal Util Auth	Water Project Notes	50.000	NJ	NR/NR/NR
11/10/2020	Stonegate Village Metro Dt	Water Enterprise Revenue Bonds	7.510	CO	NR/A-/NR
12/01/2020	Santa Rosa City-California	Wastewater Revenue Ref Bonds	51.640	CA	NR/AA/NR

12/01/2020	Santa Rosa City-California	Wastewater Revenue Bonds	52.365	CA	NR/AA/NR
12/01/2020	Tucson City-Arizona	Water System Rev Ref Obligations	53.985	AZ	Aa2/AA/AA
12/15/2020	Central Weld Co Water Dt	Water Revenue Bonds	47.020	CO	NR/A+/NR
12/23/2020	University Area Joint Authority	Sewer Revenue Bonds	9.545	PA	NR/A/NR
12/16/2020	Morgan Hill Fin Auth	Sewer Revenue Bonds	17.685	CA	NR/AA/NR
12/17/2020	Martinez Finance Auth	Water Revenue Refunding Bonds	3.175	CA	NR/AA+/NR
12/17/2020	Martinez Finance Auth	Water Revenue Bonds	8.385	CA	NR/AA+/NR
12/17/2020	Morgan Co Quality Wtr Dt	Water Revenue Bonds	25.275	CO	NR/A+/NR
12/21/2020	Rogersville Water Works & Swr Bd	Water and Sewer Revenue Bonds	1.295	AL	NR/A/NR
12/23/2020	Bloomington City-Indiana	Sewage Works Revenue Bonds	24.445	IN	NR/A+/NR
12/23/2020	Salinas City-California	Wastewater Revenue Ref Bonds	14.425	CA	NR/AA-/NR
01/27/2021	Fallbrook Public Utility Dt	Wastewater Revenue Ref Bonds	5.035	CA	NR/A+/NR
01/27/2021	Fallbrook Public Utility Dt	Wastewater Revenue Ref Bonds	14.845	CA	NR/A+/NR
02/10/2021	Weber Basin Water Conservancy Dt	Water Revenue Refunding Bonds	20.645	UT	NR/AA+/AAA
02/10/2021	Weber Basin Water Conservancy Dt	Water Revenue Bonds	22.670	UT	NR/AA+/AAA
02/02/2021	Calera Water Works Board	Water Revenue Bonds	9.345	AL	NR/A+/NR
02/17/2021	Limestone Co Water & Sewer Auth	Water and Sewer Revenue Bonds	48.425	AL	Aa3/AA-/NR
02/11/2021	Western Riverside Wtr & Wstwr Fin Au	Local Agebcy Rev Ref Bonds	24.935	CA	NR/A/NR
03/03/2021	Oxnard Financing Authority	Water Revenue Bonds	23.305	CA	NR/A/NR
04/29/2021	Baldwin City-Georgia	Water & Swr Ref & Imp Rev Bonds	7.330	GA	NR/NR/NR
04/27/2021	Orem City-Utah	Water & Storm Sewer Rev Bonds	29.320	UT	NR/AA+/AAA
04/29/2021	Suisun Solano Water Authority	Water Revenue Refunding Bonds	9.090	CA	NR/AA-/NR
05/13/2021	Bossier City-Louisiana	Utilities Revenue Ref Bonds	124.115	LA	NR/AA-/NR
06/03/2021	Colorado Wtr Res & Pwr Dev Au	State Revolving Fund Ref Bonds	33.835	CO	Aaa/AAA/AAA
05/27/2021	Oceanside City-California	Water Revenue Refunding Bonds	8.950	CA	NR/AA+/NR
06/03/2021	Central Valley Wtr Reclamation Fac	Sewer Revenue Bonds	23.720	UT	NR/AA/AA
06/03/2021	Central Valley Wtr Reclamation Fac	Sewer Revenue Bonds	127.105	UT	NR/AA/AA
06/24/2021	Cullman Co-Alabama	Water Revenue Warrants	3.310	AL	NR/A/NR
06/24/2021	Cullman Co-Alabama	Water Revenue Taxable Warrants	6.555	AL	NR/A/NR
07/07/2021	Jordan Valley Water Conserv Dt	Water Revenue & Refunding Bonds	61.855	UT	NR/AA+/AA+
07/07/2021	Calcasieu Ward 5 Wtrwks Dt #14	Water Revenue Refunding Bonds	2.370	LA	NR/NR/NR
07/08/2021	Coweta Co Water & Sewerage Auth	Water & Swrg Revenue Bonds	17.255	GA	NR/AA+/NR
07/08/2021	Coweta Co Water & Sewerage Auth	Water & Swrg Rev Ref Bonds	55.000	GA	NR/AA+/NR
06/24/2021	Jeffersonville City-Indiana	Sewage Works Ref Rev Bonds	15.070	IN	NR/A+/NR
06/24/2021	Missouri Env Imp & Energy Res Au	Water Facilities Revenue Bonds	.145	MO	NR/A/NR
06/24/2021	Missouri Env Imp & Energy Res Au	Water Facilities Revenue Bonds	11.950	MO	NR/A/NR
07/01/2021	Montgomery Wtrwks Sanit Swr Bd	Water and Sewer Revenue Bonds	75.145	AL	Aa1/AAA/NR
07/15/2021	Central Utah Wtr Conservancy Dt	Revenue Refunding Bonds	4.680	UT	NR/AA/NR
07/15/2021	Solano Irrigation Dt	Wtr Rev Certs of Participation	22.915	CA	NR/A+/NR

08/24/2021	Orange Beach Wtr Swr & Fire Auth	Water Revenue Bonds	8.365	AL	Aa3/NR/NR
08/11/2021	North Colorado Water Conserv Dt	Certificates of Participation	52.050	CO	Aa1/AA+/NR
08/11/2021	Alabaster Water Board	Water Revenue Bonds	7.950	AL	NR/AA/NR
08/30/2021	Helen Downtown Dev Auth	Revenue Bonds	5.810	GA	NR/AA+/NR
08/31/2021	Arab Water Works Board	Water Revenue Bonds	8.980	AL	NR/A+/NR
08/31/2021	Arab Water Works Board	Water Revenue Bonds	9.135	AL	NR/A+/NR
08/25/2021	Livermore-Amador Water	Sewer Revenue Refunding Bonds	54.790	CA	NR/AA/NR
09/02/2021	Carefree Utilities CFD	Water System Revenue Bonds	18.535	AZ	NR/A+/NR
09/01/2021	Johnstown-Colorado	Wastewater Revenue Bonds	46.585	CO	NR/A+/NR
10/22/2021	Cleveland Town-Alabama	Water & Sewer Rev Warrants	3.840	AL	NR/A-/NR
10/19/2021	Jackson Co Water and Sewer Auth	Revenue Bonds	16.455	GA	A1/NR/NR
11/03/2021	Jefferson Co Pub Wtr Sup Dt #6	Certificates of Participation	3.395	MO	NR/A+/NR
10/29/2021	Montevallo Wtrwks & Swr Board	Water Revenue Bonds	8.360	AL	A1/NR/NR
10/29/2021	Montevallo Wtrwks & Swr Board	Water Revenue Bonds	8.945	AL	A1/NR/NR
11/09/2021	Kentucky Rural Water Fin Corp	Construction Bonds	17.430	KY	NR/NR/NR
11/18/2021	Poway Public Finance Auth	Water Revenue Bonds	12.930	CA	NR/AA-/NR
12/08/2021	Escondido City-California	Wastewater Rev Ref Bonds	21.550	CA	NR/AA-/NR
12/21/2021	Bloomington City-Indiana	Sewage Works Ref Revenue Bonds	5.705	IN	NR/A+/NR
12/21/2021	Stonegate Village Metro Dt	Wastewater Enterprise Ref Bonds	11.400	CO	NR/A/NR
12/21/2021	Stonegate Village Metro Dt	Water Enterprise Rev Ref Bonds	12.670	CO	NR/A-/NR
12/22/2021	Fishers City-Indiana	Sewage Works Revenue Bonds	88.055	IN	NR/AA-/NR
12/28/2021	Russell Co Water Authority	Water Rev Refunding Bonds	4.535	AL	NR/A/NR
12/28/2021	Yuma City-Arizona	Utility System Rev Oblig Bonds	71.040	AZ	NR/AA-/AA-
01/31/2022	Bargersville Town-Indiana	Waterworks Rev & Ref Bonds	24.825	IN	NR/AA-/NR
02/17/2022	Pineville-Louisiana	Utilities Revenue Bonds	10.000	LA	NR/NR/NR
03/03/2022	Manheim Area Wtr & Swr Auth	Guaranteed Wtr & Sewer Rev Bonds	8.875	PA	NR/AA-/NR
02/10/2022	Castle Rock Town-Colorado	Water&Sewer Enterprise Rev Bonds	25.455	CO	NR/AA+/NR
02/23/2022	Coachella Water Authority	Water Revenue Refunding Bonds	4.895	CA	NR/A+/NR
05/05/2022	Coachella Water Authority	Water Revenue Refunding Bonds	6.225	CA	NR/A+/NR
03/14/2022	University Area Joint Authority	Sewer Revenue Bonds	9.000	PA	NR/A/NR
03/29/2022	Jefferson Parish Water Dt #2	Water Revenue & Ref Bonds	180.780	LA	Aa3/NR/NR
03/31/2022	Beauregard Parish Wtrwks Dt #3	Water Revenue Bonds	4.000	LA	NR/NR/NR
04/07/2022	West Lafayette City-Indiana	Sewage Works Revenue Bonds	7.630	IN	NR/A+/NR
04/05/2022	Jefferson Parish Consol Swr Dt #1	Sewer Revenue Bonds	94.785	LA	A1/NR/NR
04/07/2022	Fairview City-Utah	Water & Sewer Rev Ref Bonds	1.275	UT	NR/BBB/NR
05/03/2022	Jones Co Public Facilities Auth	Revenue Bonds	15.735	GA	Aa3/NR/NR
05/05/2022	Jersey City Municipal Util Auth	Water & Sewer Project Notes	130.000	NJ	NR/NR/NR
05/20/2022	Orange Beach Wtr Swr & Fire Auth	Water Revenue Bonds	65.540	AL	Aa3/NR/NR
05/05/2022	Colorado Wtr Res & Pwr Dev Au	State Revolving Fund Rev Bonds	37.150	CO	Aaa/AAA/AAA
05/25/2022	Indiana Finance Authority	Water Utility Revenue Bonds	16.000	IN	NR/AA-/NR
06/09/2022	Evansville City-Indiana	Waterworks Dt Revenue Bonds	52.550	IN	NR/A+/NR
06/07/2022	North Colorado Water Conserv Dt	Certificates of Participation	33.940	CO	Aa1/AA+/NR
06/17/2022	Hanceville Water Works & Swr Bd	Water and Sewer Rev Bonds	4.225	AL	NR/A-/NR

06/23/2022	Bloomington City-Indiana	Waterworks Revenue Bonds	15.430	IN	NR/A/NR
06/30/2022	Limestone Co Water & Sewer Auth	Water & Sewer Rev Bonds	22.520	AL	Aa3/AA-/NR
08/16/2022	Windsor Town-Colorado	Wastewater Enterprise Rev Bonds	17.120	CO	NR/A+/NR
09/30/2022	SE Monmouth Municipal Utils Auth	Water Revenue Bonds	3.530	NJ	NR/AA/NR
09/30/2022	SE Monmouth Municipal Utils Auth	Water Revenue Project Notes	4.035	NJ	NR/NR/NR
10/12/2022	Walton Co Wtr & Sewerage Au	Revenue Bonds	22.925	GA	Aa1/AA/NR
10/12/2022	Walton Co Wtr & Sewerage Au	Revenue Bonds	42.860	GA	Aa1/AA/NR
11/09/2022	White City Water Improvement Dt	Water Revenue Bonds	8.000	UT	NR/AA-/NR
12/01/2022	Dayton City-Ohio	Water System Rev Bonds	23.080	OH	Aa2/AA-/NR
03/23/2023	Dallas City-Texas	Wtrwks and Swr Sys Rev Ref Bonds	166.330	TX	NR/AAA/AA
04/26/2023	New Hampshire Business Fin Auth	Water Facility Revenue Bonds	.105	NH	NR/A/NR
05/03/2023	Jersey City Municipal Util Auth	Sewer & Water Project Notes	130.000	NJ	NR/NR/NR
05/11/2023	Chicago City-Illinois	Wastewater Transmission Bonds	182.550	IL	NR/A+/A
05/11/2023	Chicago City-Illinois	Wastewater Transmission&Ref Bonds	270.025	IL	NR/A+/A
05/17/2023	Barrow Co Wtr & Sewerage Auth	Revenue Bonds	33.205	GA	Aa1/NR/NR
06/01/2023	El Paso City-Texas	Water & Sewer Rev Imp & Ref Bonds	171.925	TX	NR/AA+/AA+
06/08/2023	Corona Utility Authority	Water Revenue Refunding Bonds	20.085	CA	NR/AA/NR
07/11/2023	Kingsland-Georgia	Water & Sewerage Rev Bonds	20.000	GA	Aa3/NR/NR
07/20/2023	Montgomery Wtrwks Sanit Swr Bd	Water & Sewer Rev Bonds	89.930	AL	Aa1/AAA/NR
08/16/2023	Vineyard City-Utah	Water & Sewer Rev Bonds	14.350	UT	NR/AA-/AA
08/10/2023	Walton Co Wtr & Sewerage Au	Revenue Bonds	12.495	GA	Aaa/NR/NR
	<b>TOTAL</b>	<b>143 Transactions</b>	<b>\$4.691B</b>		

**Return to Agenda**

**AGENDA ITEM SUMMARY**

**DATE:** 08/28/23

**DEPARTMENT:** PW

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

**SUBJECT:** Motion to adopt Resolution 2023-\_\_\_\_, ratifying the Mayor's signature on a Sales Agreement with Western States Cat through Summit National Bank. **ACTION ITEM**

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

**BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:**

At the last City Council meeting, Council approved the execution of two lease/purchase agreements with Western States Equipment through Summit National bank for a 2023 Caterpillar 305 mini excavator and 906 loader equipment.

The attached documents establish the equipment characteristics only. The equipment will be purchased by Hailey from Summit via the previously signed contract.

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

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

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

**RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:**

Motion to adopt Resolution 2023-\_\_\_\_, ratifying the Mayor's signature on a Sales Agreement with Western States Cat through Summit National Bank. **ACTION ITEM**

**ACTION OF THE CITY COUNCIL:**

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

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

**FOLLOW-UP:**

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

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

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY RATIFYING  
THE MAYOR'S SIGNATURE ON A SALES AGREEMENT WITH WESTERN STATES  
EQUIPMENT THROUGH SUMMIT NATIONAL BANK.**

WHEREAS, the City of Hailey desires to enter into two lease agreements with Western States Equipment for equipment that will be used for snow removal and other city work.

WHEREAS, Western States Equipment will lease one (1) 305 mini excavator (5 payments of \$9,147.47 over a 5-year period) and one (1) 906 loader (5 payments of \$18,490.30 over a 5 year period) to the City of Hailey for a cost of \$27,637.77 annually.

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

Passed this 28th day of August, 2023

City of Hailey

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

ATTEST:

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





Western States Equipment Company  
500 East Overland Road  
Meridian, ID 83642  
208-888-2287 (office)  
208-884-2308 (fax)

City of Hailey – Street Dept.

115 S Main Street

Apt H

Hailey, Idaho 83333

Western States Equipment Sales Agreement Provisions.

The attached sales agreement is for the use of Western States Equipment to establish equipment configurations, buy back provisions, trade values, warranty information and other miscellaneous details only. This agreement does not create any financial obligation from the City of Hailey to Western States Equipment. Both parties understand this equipment well be transferred to a third party, ( such as Summit National Bank ) , and said third party will be responsible for any and all financial obligations to Western States Equipment.

Thank you:

Shane Johnson

Western States Equipment Sales Representative:

Western States Equipment

3085 Kimberly Rd.

Twin Falls, Idaho

83301

Meridian, ID  
208-888-2287

Twin Falls, ID  
208-734-7330

Pocatello, ID  
208-232-2640

Idaho Falls, ID  
208-552-2287

Lewiston, ID  
208-746-3301

Spokane, WA  
509-535-1744

Pasco, WA  
509-547-9541

Pendleton, OR  
541-276-5812

LaGrande, OR  
541-963-3101

Missoula, MT  
406-721-4050

Kalispell, MT  
406-752-3030



Twin Falls  
 3085 E Kimberly Rd Twin Falls, ID 83301  
 208.734.7330

# SALES AGREEMENT

AGREEMENT: Q000309373-5  
 AGREEMENT DATE: 8/17/2023  
 AGREEMENT EXPIRES: 3/16/2023  
 WAREHOUSE: Twin Falls Machine Sales  
 CUSTOMER NO.: 1046560  
 CUSTOMER PO:  
 SALESMAN: Shane G Johnson

**SOLD TO:**  
 City Of Hailey - Street Dept  
 115 S Main St  
 Apt H  
 Hailey, ID 83333-8408

**SHIP TO:**  
 Office  
 115 S Main St  
 Apt H  
 Hailey, ID 83333-8408

Shane.Johnson@wseco.com

ITEM DESCRIPTION	PRICE
2023 Caterpillar 305 S/N: 5G503005 SMU: 5 hrs ID:E0122322	\$95,445.75
<ul style="list-style-type: none"> <li>● Caterpillar 24C-BKT305 S/N: A422BBC30021 ID: E0120816</li> <li>● Delivery Freight</li> <li>● EMS Gov - Governmental Failsafe</li> <li>● New Warranty - MS New Warranty 5 year 1000 hour gov fail safe.</li> </ul>	
Caterpillar 51" DC BKT 7.78CFT 304-305.5 C/E S/N: CH21BDC20022 YEAR: 2022 ID: E0110247	\$1,357.86
Governmental Buyback - Governmental Buyback 5 year 1000 hour \$55,000.00	\$0.00

**TRADE PROPOSAL**

1925 John Deere JD 410D S/N: T0410DG792942 SMU: 0 hrs (\$5,000.00)

The trade proposal offered is based on the information you have provided and is contingent on a final inspection before the Agreement is accepted by both parties. If the proposed trade equipment hours increase by 200 hours over what has been specified herein or the inspection reveals an unexpected change in the equipment operation or the equipment, the trade proposal valuation will become invalid. The Trade Proposal will become final upon the execution of this Agreement by WSECO.

2018 John Deere 50G S/N: 287439 SMU: 0 hrs (\$45,000.00)



<b>Notes</b>	Before Tax Balance	\$46,803.61
<i>Please see attached page for sales agreement provisions</i>	Sales Tax	\$0.00
	Trade Payoff	\$0.00
	Downpayment	\$0.00
	<b>Net Due</b>	<b>\$46,803.61</b>

**Western States Equipment**

Order Received by [Signature]  
 Title Salesman Date 8/17/23

**City Of Hailey - Street Dept**

Approved and Accepted by [Signature]  
 Title Mayor Date 8/18/23

Warranty Document Received (initial) \_\_\_\_\_

Trade Ins: All trade-ins are subject to equipment being in as inspected condition by vendor at time of delivery of replacement machine purchase above. Purchaser hereby sells the trade in equipment described above to the vendor and warrants it to be free and clear of all claims, liens, and security interest except as shown above.  
 Warranty: By initialing above the customer acknowledges that they have received a copy of the Western States Co/Caterpillar Warranty and has read and understands said warranty. All used equipment is sold as is where is and no warranty is offered or implied except as specified above.



# SALES AGREEMENT

NO.: Q000309373-5

## EQUIPMENT DETAILS

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5277599 BOOM, SWING	5571709 SOFTWARE, PROPORTIONAL CONTROL
5571710 SOFTWARE, STICK STEER CONTROL	5571711 SOFTWARE, 2 WAY CONTROL
5571713 SOFTWARE, CODED START	5767009 305 07A CR MINI EXCAVATOR
5767025 CAB, WITH HEAT AND A/C	5798852 ALARM, TRAVEL
5798859 ELECTRICAL ARR, C1.7 HRC	5844306 LINKAGE BUCKET W/LIFTING EYE
5959905 HYDRAULIC OIL	6112416 ENGINE, EPA TIER 4 FINAL
5525984 FILM, INC. CANADA	3435820 FUEL-BULK
6105457 305 07A CR MHE DCA4A	4649911 BUCKET-HD, 24", 4.6 FT3, 5T
5750492 THUMB, HYD + COUPLER, PG, HYD, 5T	4218926 SERIALIZED TECHNICAL MEDIA KIT
6172838 ATHENS DEALER PDI & FUEL	0P2266 SHIPPING/STORAGE PROTECTION
0P4299 PACKING, LAST MILE PROGRAM	0P9003 LANE 3 ORDER
4287870 MIRROR, CAB; RIGHT	5106085 BELT, SEAT, 3' RETRACTABLE
5198302 WATER JACKET HEATER, 120V	5226460 CAT KEY, WITH PASSCODE OPTION
5277611 LINES, BOOM	5277627 TRACK, 16", RUBBER BELT
5769149 COUNTERWEIGHT, STANDARD	5798870 LIGHTS, LED, REAR
5798873 INTEGRATED RADIO	5798876 MONITOR NEXT GEN, CAMERA READY
5798889 PRODUCT LINK, CELLULAR PL243	5798892 CAMERA, REAR VIEW
5843653 LINES, STICK	5844311 CONTROL, QC, 3 LINE
5860416 LINES, QC, LNG STK, 3 LINE	5957021 INSTRUCTIONS, ANSI
5970765 BLADE, ANGLE, BOCE	5798868 LIGHTS, LED
5967646 STICK, LONG, 1- AUX, ANGLE BLD	4649918 BUCKET-HDC, 24", 6.4
0P0227	2822785 PINS, BUCKET, 45MM
2794327 BUCKET-DC, 51", 7.8	0P0227
2822785 PINS, BUCKET, 45MM	

## TERMS AND CONDITIONS

**1. OFFER TO SELL, METHODS OF ACCEPTANCE AND AGREEMENT TERMS:** This Sales Agreement ("SA") is an offer for the sale of the equipment, vehicles, accessories and attachments described on the invoice (referred to generally as "equipment" or "goods") by Western States Equipment Company, an Idaho business corporation or its affiliates ("WSECO") to Customer under the terms and conditions specified herein. This offer may be accepted by (1) the execution of this SA by a representative of Customer or (2) Customer's verbal or written authorizations or conduct consistent with prior course of dealing between the parties authorizing WSECO to take action to fulfill this SA, or (3) the commencement of the manufacture or shipment of the goods specified in this SA, whichever of the foregoing first occurs.

Acceptance of this SA is limited to the express terms stated herein. Any proposal in Customer's acceptance for additional or different terms or any attempt by Customer to vary in any degree any of the terms is objected to and hereby rejected, but such proposals shall not operate as a rejection of this offer, unless such variances are in the terms of the description, quantity, price, delivery schedule, or payment schedule of the goods, but shall be deemed a material alteration of this SA and this SA shall be deemed agreed to by WSECO without said additional or different terms. Once accepted, this SA shall constitute the entire agreement between WSECO and Customer. WSECO is not bound by any representation or agreements, express, or implied, oral or otherwise, which are not stated within this SA or contained in a separate writing supplementing this SA and signed by authorized agents of both WSECO and Customer. This SA will supersede all previous communications, agreements, and contracts with respect to the subject matter hereof and no understanding, agreement, term, condition, or trade custom at variance with this SA will be binding on WSECO. No waiver or modification of the terms and conditions hereof will be effective unless in writing and signed by both Customer and WSECO.

**2. PAYMENT TERMS:** Customer agrees to pay the sales price for the equipment, less any net trade-in allowance, in accordance with the payment terms as all stated on the invoice. The sales price is offered F.O.B. at WSECO's designated facility as stated on the invoice and Customer is responsible for all shipping charges as provided in this SA. Customer is also responsible for paying all applicable sales, use or any other applicable taxes levied or assessed on the equipment by any federal, state or local governmental authority, unless Customer provides WSECO an appropriate exemption certificate as stated on the invoice. In the event that Customer fails to pay any applicable tax or other charge as agreed herein or fails to provide a valid exemption certificate, Customer agrees to indemnify and hold WSECO harmless from any liability and expense by reason of Customer's failure to pay said taxes or assessments, including, but not limited to, WSECO's reasonable attorney's fees and costs and other necessary legal expenses resulting from such failure.

**3. GRANT OF SECURITY INTEREST, AUTHORIZATION TO FILE STATEMENT AND PROTECTION OF COLLATERAL:** Until the Customer pays the total sales price and additional charges as provided in this SA, Customer hereby grants WSECO a security interest in and to the equipment and all additions, replacements, substitutions, and proceeds of the same ("Collateral") to secure payment of the sales price and any and all other amounts owed or owing by Customer to WSECO under this SA or otherwise. Customer authorizes WSECO to file financing statement(s) evidencing this security agreement and the collateral subject thereto and to take all steps necessary to perfect WSECO's interest in the equipment.

Customer agrees to execute any documents required by WSECO to evidence and perfect such security interest. Customer hereby appoints WSECO as its irrevocable attorney-in-fact for the purpose of executing any documents necessary to perfect or to continue the security interest granted in this SA. Customer will reimburse WSECO for all expenses for the perfection and the continuation of the perfection of WSECO's security interest in the Collateral. Customer promptly will notify WSECO before any changes in Customer's name including any changes to the assumed business names of Customer.

Customer, upon WSECO's request, will deliver to WSECO a schedule of the locations of the Collateral and agrees to update the list upon WSECO's further request. Customer will not commit or permit damage to or destruction of the Collateral or any material part of the Collateral. WSECO and its designated representatives and agents shall have the right at all reasonable times to examine and inspect the Collateral. Customer shall immediately notify WSECO of all cases involving the loss or damage of or to any material portion of the Collateral and generally of all material happenings and events affecting the Collateral.

**4. INSURANCE:** Customer shall not move, load, transport or otherwise handle the equipment on WSECO's premises without first having obtained insurance coverage. Customer shall carry all risks insurance on the equipment, including, without limitation, fire, theft and liability coverage with such other insurance as necessary to protect Customer's and WSECO's respective interests in the equipment. As long as any portion of the sales price is outstanding, Customer will deliver to WSECO from time to time the policies or certificates of insurance in forms satisfactory to WSECO, showing WSECO as an additional insured and including stipulations that coverage will not be cancelled or diminished without at least fifteen (15) days prior written notice to WSECO.

**5. TIME OF DELIVERY AND SHIPPING:** Orders for equipment are processed in the order of their acceptance by WSECO and WSECO will use its reasonable efforts to deliver the equipment to Customer on the scheduled delivery date as stated on the invoice. However, shipping and delivery dates are acknowledged to be estimates only and dependent upon many factors outside of WSECO's control including, but not limited to, the manufacturer's production schedule, material and labor shortages, shipping delays and various other unrelated factors. WSECO is not liable for delays or damages caused by delays in delivery or shipment of the equipment, unless stated on the face of the invoice to the contrary. Customer is responsible for all freight, shipping, loading and unloading costs.

**6. RISK OF LOSS/SHORTAGES/REJECTION OF GOODS:** Risk of loss of the goods shall pass to Customer as soon as the goods are properly loaded on the carrier. WSECO's responsibility for shipment ceases upon delivery of the goods to a transportation company. Any claim by Customer for shortage in shipment shall be made by written notice to WSECO within fifteen (15) days after receipt of the shipment. It is specifically agreed that the risk of loss shall not be altered by the fact that the conduct of either party hereto may constitute a default or breach and shortage in shipment is not deemed to constitute a nonconformity.

All equipment or goods shall be subject to the standard manufacturing and commercial variation and practices of the manufacturer thereof. In the event of shipment of non-conforming goods, WSECO shall be given a reasonable opportunity to replace the goods with those which conform to the order. Any notices pertaining to rejection or claims of nonconformity must be made in writing specifying in detail Customer's objections and such notices must be delivered within fifteen (15) days after delivery of the goods. It is agreed that in the event of rejection, Customer will store the goods or reship the goods to WSECO. Should Customer use the equipment or goods, such use shall be deemed an unequivocal acceptance of the goods. If Customer accepts goods tendered under this SA, such acceptance shall be final and irrevocable; no attempted revocation shall have any effect whatsoever.

**7. ASSIGNMENTS:** No right or interest in this SA shall be assigned by Customer without the written permission of WSECO, and no delegation of any obligation owed or of the performance of any obligation by Customer shall be made without written permission of WSECO. Any attempted assignment or delegation by Customer shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

**8. NO WARRANTY:** Unless provided otherwise on the invoice, the equipment is purchased "AS IS" and there is no other agreement with Customer regarding the equipment other than what is stated in this SA and in any credit instrument and/or guaranty between Customer and WSECO. There are no other warranties, express or implied, for any equipment, product, service, or other items sold or furnished under this SA unless agreed to in writing between Customer and WSECO. **WSECO DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

**9. EQUIPMENT FAILURE/LIMITATION OF REMEDIES:** If, for any reason, the equipment does not perform satisfactorily, as judged by WSECO in its sole discretion, WSECO may repair or replace the equipment or any part thereof, at its option, without affecting any of the terms of this SA. This remedy does not apply if the equipment has failed or performs less than satisfactorily due to improper use of the equipment, accident (including, damage during shipment), neglect, abuse, misuse or exposure of the equipment to conditions beyond capacity, power, environmental design limits or operation constraints specified by WSECO or the equipment manufacturer. Customer is responsible for all expenses related to repair or replacement due to these causes. **THE REMEDIES IN THIS PARAGRAPH ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES AGAINST WSECO.**

**10. LIMITATION OF LIABILITY:** Notwithstanding trade customs or prior course of dealing to the contrary, in no event will WSECO, its subsidiaries, affiliates, agents or employees be liable for any incidental, indirect, special, or consequential damages in connection with or arising out of this SA or furnishing of any goods, services or other items or any third party's ownership, maintenance, or use of any goods, services or other items furnished under this SA, including, but not limited to, lost profits or revenues, loss of use of the equipment or any associated goods, damage to associated goods, costs of capital, cost of substitute goods, or claims of Customer's clients for such damages. Customer's sole remedy, for any liability of WSECO of any kind, including but not limited to negligence, with respect to any equipment, service, or other item is limited to that set forth in the paragraph entitled "EQUIPMENT FAILURE/LIMITATION OF REMEDIES" of this SA. WSECO is not responsible for meeting any federal, state, local or municipal code or specification (whether statutory, regulatory or contractual), unless Customer specifies it in writing and WSECO agrees to it in writing. Customer agrees that it has selected each item of equipment based upon its own judgment and particular needs and disclaims any reliance upon any statements or presentations made by WSECO. The liability for performing under any manufacturer warranty program rests solely with the subject manufacturer and WSECO has no liability or responsibility for performance thereunder.

**11. FORCE MAJEURE:** WSECO shall not be responsible or liable for any delay or failure to deliver any or all of the goods and/or performance of the services where such delay or failure is caused by any act of God, fire, flood, inclement weather, explosion, war, insurrection, riot, embargo, statute, ordinance, regulation or order of any government or agent thereof, shortage of labor, material fuel, supplies or transportation, strike or other labor dispute, or any other cause, contingency, occurrence or circumstance of any nature, whether or not similar to those herein before specified beyond WSECO's control, which prevents, hinders or interferes with manufacture, assembly or delivery of the goods or performance of the services. Any such cause, contingency, occurrence or circumstances shall release WSECO from performance of its obligations hereunder.

**12. INDEMNITY:** Customer agrees to indemnify and hold WSECO harmless from and against any and all claims, actions, suits, proceedings, costs, expenses, damages (including but not limited to consequential and incidental damages), liabilities, fees (including, but not limited to, attorney fees and court costs), and settlements, (including those brought or incurred by or in favor of Customer's employees, agents and subcontractors), arising out of or related to the selection, delivery, loading, unloading, towing, possession, use, operation, handling or transportation of the equipment. Customer agrees to defend, at its expense, any and all suits brought against WSECO either alone or in conjunction with others and additionally to satisfy, pay and discharge any and all judgments and fines against WSECO in any such suits or actions, whether based in negligence or otherwise.

**13. DEFAULT BY CUSTOMER:** An event of default shall occur if (a) Customer fails to pay when due the sales price; (b) Customer fails to perform or observe any covenant, condition, or agreement to be performed by it hereunder; (c) Customer ceases doing business as a going concern, makes an assignment for the benefit of creditors, admits in writing an inability to pay debts as they become due, files a petition in bankruptcy, or if its owners, shareholders or members of Customer take actions towards dissolution or liquidation of Customer; (d) Customer attempts to sell, transfer, or encumber, sublease or convey the equipment or any part thereof prior to paying the full sales price; or (e) WSECO, in good faith deems itself, insecure relative to payment of the sales price.



Upon the occurrence of any event of default, WSECO may exercise the following rights and remedies: (i) declare the sales price immediately due and payable; (ii) require Customer to assemble the equipment and make it available to WSECO at a place and time designated by WSECO; (iii) WSECO shall have full power to enter upon the property or jobsite of the Customer and take possession of and remove the equipment; (iv) WSECO shall have full power and authority to sell, lease, transfer or otherwise deal with the equipment or proceeds thereof, and in connection therewith WSECO may bid on the goods or equipment and that a commercially reasonable price for said reclaimed equipment may be determined by WSECO based upon current national auction values, market trends relating to supply and demand, and related factors for goods of similar type and condition; (v) if WSECO chooses to sell or lease the reclaimed equipment, WSECO may obtain a judgment against Customer for any deficiency remaining on the sales price after application of all amounts received from the exercise of its rights under this SA; and (vi) all rights and remedies of a secured creditor under the provisions of the Idaho Uniform Commercial Code, as amended from time to time. All of WSECO's rights and remedies, whether evidenced by this SA or other related agreement, shall be cumulative and may be exercised singularly or concurrently. Customer agrees to pay all costs incurred by WSECO in enforcing this SA or any of its provisions, including without limitation reasonable attorney's fees and costs and all costs of reclaiming the goods, whether or not legal action is commenced.

**14. JURISDICTION AND VENUE:** This SA and the relationship between WSECO and Customer shall be governed and construed according to the laws of the State of Idaho. At the sole and exclusive election of WSECO, jurisdiction and venue for any action or dispute arising under this SA shall be in the in the Fourth Judicial District of the State of Idaho, in and for Ada County, which is WSECO's corporate headquarters and principal place of business, wherein the parties acknowledge having done business sufficient to establish minimum contacts under the Idaho long arm statute, and which is a mutually convenient forum. In addition, Customer waives any and all rights to jurisdiction and/or venue in any other forum, including waiver of any and all rights to remove the action from any court originally acquiring jurisdiction.

**15. EQUIPMENT DATA:** This machine may be equipped with a wireless data communication system, such as Product Link. In such case, Customer understands data reflecting the machine performance, condition and operation is being transmitted to Caterpillar/WSECO to better serve the Customer and to improve upon Caterpillar products and services. This data may include, but is not limited to: fault codes, emissions data, fuel usage, service meter hours, software and hardware version numbers and installed attachments. Neither Caterpillar nor WSECO sell, rent or share collected information to any other third party, and will exercise reasonable efforts to keep the information secure. Caterpillar Inc. and WSECO recognize and will respect customer privacy. Customer agrees to allow this data to be accessed by Caterpillar and WSECO within normal, accepted business practices.

The undersigned represents and warrants that he/she is authorized by Customer identified below to bind the Customer to the obligations and duties expressed herein and does so commit Customer to the terms and conditions of SA by signing below. Until this SA (or identical counterpart thereof) has been signed by our duly authorized representative, it will constitute an offer by Customer to enter into this SA with WSECO on the terms herein.

CUSTOMER: City of Hailey  
 By: Martha Burke  
 Print Name: MARTHA BURKE  
 Title: Mayor  
 Date: 8/18/23

WESTERN STATES EQUIPMENT COMPANY

By: [Signature]  
Print Name: SHAUN JOHNSON  
Title: Salesman  
Date: 8/17/23





**STANDARD WARRANTY AND APPLICATION FOR EXTENDED COVERAGE FOR CATERPILLAR PRODUCTS**

The Caterpillar equipment owner identified below ("Owner") hereby applies to Western States Equipment for Standard or Extended Coverage in accordance with the terms as set forth in this document, for the Caterpillar product identified below. Owner desires the Standard or Extended coverage option(s) listed below:

**COVERAGE EXPIRATION - FIRST TO OCCUR (MONTHS OR HOURS) - Months after retail purchase (less duration of rental, demonstration, or other usage, if any, prior to the first purchaser or lessee)**

Standard Warranty period based on Caterpillar guidelines				
OWNER's NAME City Of Hailey - Street Dept			OWNER PHONE	
OWNER ADDRESS, CITY and ZIP CODE 115 S Main St Apt H Hailey, ID 83333-8408				
EXTENDED WARRANTY COVERAGE New Warranty - MS New Warranty 5 year 1000 hour gov fail safe.				
MODEL	PRODUCT DESCRIPTION	HOUR METER	SERIAL NUMBER	DELIVERY DATE
305	305	5	5G503005	

**IMPORTANT NOTE TO OWNER:** Complete terms of Standard or Extended Coverage are set forth on this document. Please read all pages carefully before signing. **YOUR RIGHTS AND REMEDIES IN CONNECTION WITH STANDARD OR EXTENDED COVERAGE ARE LIMITED AS INDICATED ON ALL PAGES OF THIS DOCUMENT. CATERPILLAR PRODUCTS CARRY NO IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS. STANDARD WARRANTY OR EXTENDED COVERAGE IS NOT INSURANCE.**

**ACKNOWLEDGEMENTS:** I have read and understand the terms, including limitations and exclusions, of Standard or Extended Coverage, and understand that it is not insurance. I also understand that the coverage applied for herein is not effective unless and until I pay the applicable charge for this extended coverage. I understand the SOS requirements EB (initials)

OWNER/LESSEE SIGNATURE : Marta Burke DATE: 8/18/23

The owner and product identified above meet all requirements for the coverage requested and the applicable charge for extended coverage has been paid.

DEALER SIGNATURE : [Signature] DATE: 8/17/23

**TRANSFER:** The unexpired portion of the Standard or Extended Repair Coverage may be transferred with Western States Equipment approval (see section F on back for complete details). Complete the section below to request transfer.



Purchase Application <input type="checkbox"/> COMMERCIAL <input type="checkbox"/> FORESTRY <input type="checkbox"/> WASTE <input type="checkbox"/> GOVERNMENTAL <input type="checkbox"/> AG	PURCHASER NAME	DATE MACHINE SOLD	DATES INSPECTION COMPLETED & APPROVED	
	ADDRESS (STREET, RR)	(CITY/TOWN)	(STATE)	(ZIP CODE)
	TRANSFER HOUR METER READING	SIGNATURE OF NEW BUYER	DEALER CONFIRMATION	

By signing this agreement I agree to the terms on the following pages.



## CATERPILLAR STANDARD WARRANTY

**General Provisions:** Caterpillar warrants the products sold by it, and operating within the geographic area serviced by authorized USA and Canadian Caterpillar dealers, to be free from defects in material and workmanship. In other areas and for other products, different warranties may apply. Copies of applicable warranties may be obtained by writing Caterpillar Inc. 100 N.E. Adams St., Peoria IL, USA 61629-3345.

**Warranty Period:** The Standard Caterpillar Machine Warranty is 12 Months/UNLIMITED hours of operation (whichever occurs first), based upon Caterpillar's recommended guidelines. For new associated work tools, the warranty period is 12 Months/UNLIMITED hours, starting from the date of delivery or sale to first user. No extended coverage is available for Caterpillar work tools. For new replacement engines, the warranty is 6 months, starting from date of delivery to the first user. Note: For hydraulic line's quick connect/disconnect components sold on compact wheel loaders, mini hydraulic excavators, skid steer loaders, multi terrain loaders, and compact track loader machines, the warranty period is 50 hours starting from the date of delivery to the first user.

**Caterpillar Responsibilities:** If a defect in materials or workmanship is found during the Standard Warranty period, Caterpillar will, during normal working hours and at a place of business of a Caterpillar dealer or other source approved by Caterpillar. 1) Provide (at Caterpillar's choice) new, remanufactured, or Caterpillar-approved repaired parts or assembled components needed to correct the defect. 2) Replace lubricating oil, filters, antifreeze, and other service items made unusable by the defect. 3) Provide reasonable or customary labor needed to connect the defect. Note: Items replaced under this warranty become the property of Caterpillar. **Owner Responsibilities:** The user is responsible for: 1) Providing proof of deliver date to the first user. 2) The costs associated with transporting the product. 3) Labor costs, except as stated under "Caterpillar Responsibilities." 4) Local taxes, if applicable. 5) Parts shipping charges in excess of those which are usual and customary (air freight). 6) Cost to investigate complaints, unless the problem is caused by a defect in Caterpillar material or workmanship. 7) Giving timely notice of a warrantable failure and promptly making the product available for repair. 8) Costs associated with the performance of required maintenance (including proper fuel, oil, lubricants, and coolant) and items replaced due to normal wear and tear. 9) Allowing Caterpillar access to all electronically stored data. 10) Costs associated with travel time and mileage required for on-site repairs.

### EXTENDED REPAIR COVERAGE

**A. General Provisions:** During the selected coverage period, Western States Equipment will repair or replace, at its option, covered components of the product identified on the face of this document under the Extended Coverage Section. Coverage is subject to the listed conditions of "Standard", "Full Machine", "Power Train", or "Power Train Plus Hydraulics" and for the appropriately indicated "Months" and "Hours" for components that are defective in material or workmanship, subject to the terms and conditions set forth on both sides of this document. Such repair or replacement will be free of charge for parts and labor, except as otherwise stated below or as stated within the Standard Caterpillar Warranty section above. Under the "Governmental Full Machine" option, the extended coverage includes Scheduled Oil Sampling materials and analysis provided by Western States Equipment at Caterpillar's prescribed intervals. An Extended Coverage Contract is not required for purchase or to obtain financing.

**Warranty Periods:** Warranty periods for Extended Coverage are indicated in the extended warranty coverage box on the face of this document. The coverage is listed for hours and months, whichever expires first.

**Owners Responsibilities:** The owner (lessee, for leased products) at their expense, must maintain the product in accordance with the product's Operators Manual, and, upon request, provide adequate records verifying maintenance. For the "Power Train", "Power Train Plus Hydraulics", and "Full Machine" Extended Coverage, Scheduled Oil Sampling (SOS) must be taken by the owner at Caterpillar recommended intervals and sent to Western States Equipment. Failure to do so could jeopardize the Extended Coverage and result in shared liability on a pro rata basis if SOS could have predicted or reduced the cost of a covered failure. Note: Any malfunction of the service meter shall be reported within 30 days of said malfunction in writing, or this agreement is null and void.

**Power Train Extended Coverage:** The following components are covered. If a component is not listed, it is not covered. 1) ENGINE: basic engine including engine components essential to engine operation (i.e., fuel pump, oil pump, water pump, turbocharger, governor, engine control module, etc.). 2) TRANSMISSION: includes transmission pump and hydraulic controls. 3) TORQUE CONVERTER/DIVIDER. 4) DRIVE LINE: includes pinion and bevel gear. 5) TRANSFER GEAR GROUP. 6) DRIVE AXLES. 7) FINAL DRIVES. 8) HYDRAULIC DRIVE PUMPS AND MOTORS: on hydraulic excavators and machines equipped with hydrostatic drive or differential steering, including hydrostatic lines between the pump and motor. 9) BRAKE COMPONENTS for track-type loaders and tractors, only if they also provide steering. 10) STEERING CLUTCH COMPONENTS: on track-type loaders and tractors, if so equipped. 11) DIFFERENTIAL STEERING COMPONENTS: includes differential steer planetary group, pump, motor and pilot valves. 12) VIBRATORY COMPONENTS: on vibratory compactors. Includes vibratory mechanism, hydraulic pump and motor, hydraulic valves, universal joints, bearings, and drum isolation system. 13) ROTOR DRIVE MECHANISM: on paving profilers, reclaimers and stabilizers. This includes the drive shaft group, sheave groups, and clutch group. This excludes belts, chains and rotor brakes. 14) ELECTRONIC CONTROLS AND SENSORS: which function to direct power for moving the machine. This includes power shift controls, engine pressure controls, differential lock, and fingertip controls. Also includes the wiring connectors that are part of the designated power train components.

**Power Train Plus Hydraulics Extended Coverage:** The following components are covered. If a component is not listed, it is not covered. Power Train Plus Hydraulics coverage includes all of the above listed items under Power Train for the appropriately indicated hours and months, plus the following: 1) HYDRAULIC/STEERING HOSES AND LINES. 2) HYDRAULIC QUICK-COUPERS AND SWIVELS. 3) HYDRAULIC TANKS: includes specific internal parts. 4) HYDRAULIC OIL FILTER BASE, excluding hydraulic oil filters. 5) HYDRAULIC PUMPS AND MOTORS: including steering pumps (main and supplemental). 6) HYDRAULIC CYLINDERS: steering, suspension, and implement hydraulic cylinders (includes bulldozer and ripper cylinders on track-type tractors). 7) HYDRAULIC VALVES AND CONTROLS: includes all parts that make up a valve for directing or controlling hydraulic fluid for steering and implements, including automatic blade controls and bucket position controls. 8) HYDRAULIC ACCUMULATORS: steering and implement. 9) HYDRAULIC OIL COOLERS: steering and implement.

**Full Machine Extended Coverage:** All of the listed items included in the POWER TRAIN and POWER TRAIN PLUS HYDRAULICS coverage, plus all attachments/accessories that were installed on the product before delivery which are not covered by another warranty, for the appropriately indicated hours and months of coverage on the face of this document (whichever expires first). Governmental application "Full Machine Failsafe Coverage" will also include all fluid filters and pre-paid SOS as prescribed by Caterpillar's recommendations and a 95% machine availability as recorded by owner. Machine availability for Governmental application Full Machine Failsafe coverage will be determined by:

Scheduled Hours Available for Work (numerator)

Scheduled Hours (denominator)

The machine availability will be evaluated at 12-month intervals. If machine availability is below 95%, Western States Equipment will reimburse owner \$25.00 per hour for the

hours necessary to "enhance" availability to the 95% level.

Note: "Power Train", "Power Train Plus Hydraulics", and "Full Machine" coverage continue (unless transferred or terminated as per Section C or G below) until the expiration of the hours or months listed on the face of this document. The coverage period ends after reaching the specified number of months selected, or when the machine's hour meter reaches the specified number of hours limitation selected, whichever occurs first. Extended Coverage is available only through Western States Equipment for Caterpillar Equipment.

**Note:** Once Extended Coverage becomes effective, Western States Equipment's obligations there under extend only to the applicant identified on the face of this document, unless the remaining coverage is transferred to a subsequent end use purchaser of the product in accordance with Section F below, and indicated on the face of this document, or cancelled under Section G below.

**Note:** The travel time and mileage/hauling option is available only to Governmental application "Full Machine Failsafe coverage" option.

**B. ITEMS NOT COVERED:** Western States Equipment is not responsible for the following: 1) Premiums charged for overtime labor requested by the owner/lessee. 2) Transporting the product to and from the place where service is performed, or service calls made by the repairing dealer if the travel time and mileage/hauling option is not included. 3) Depreciation or damage caused by normal wear, lack of reasonable and proper maintenance, failure to follow operating instructions, misuse, lack of proper protection during storage, vandalism, the elements, collision or other accidents, or acts of God. 4) Normal maintenance and replacement of maintenance and wear items, such as filters, oil, fuel, hydraulic fluid, lubricants, coolants and conditioners, labor for taking oil sample, tires, Freon, batteries, lights, paint, fuses, glass, seat upholstery, undercarriage, lubricated joints (including pins and bushings), blades and cutting edge parts, belts, dry brakes, dry clutch linings, and bulbs. 5) Any defect in a non-covered component, or damage to or failure of a covered component caused by a defect in a non-covered component. 6) Travel time and mileage for Extended Repair Coverage repairs in the field, if travel time and mileage/hauling option is not included. 7) Auxiliary Equipment Manufacturers' attachments and new associated work tools and attachments carry only one warranty as prescribed by that manufacturer. 8) Western States Equipment will not be responsible for repairs, cost of repairs, or be assessed hours against the availability guarantee for damage or downtime caused by fire, vandalism, accident, operator's abuse, negligence, strikes, acts of God, failure to perform the manufacturer's recommended maintenance as set forth by the lube and maintenance guide, tire failure or Auxiliary Equipment or Attachments. 9) Owner/Lessee will not assess the time required to perform the manufacturer's recommended maintenance as set forth by the lube and maintenance guide against the availability guarantee. 10) All costs (including travel time and mileage/hauling) for repairs required because of abuse or improper operation will be charged to the owner/lessee. Minor repairs that do not affect the immediate and safe operation of the machine will be completed within the earliest possible period within Western States Equipment maintenance schedule.

**C. TERMINATION OF EXTENDED COVERAGE:** Western States Equipment is relieved of its obligation under Extended Coverage if: 1) The product is altered or modified in any manner not approved by Western States Equipment in writing. 2) The product's hour meter has been rendered inoperative or otherwise tampered with, or any malfunction of the service meter is not reported within 30 days of said malfunction in writing to Western States Equipment. 3) The product is removed from Western States' territory. 4) Use is made of the product within an application group other than the one designated in the original application for Extended Coverage for the product.

**D. LIMITATIONS OF WESTERN STATES EQUIPMENT LIABILITY:** In no event will Western States Equipment be liable for any incidental or consequential damages (including, without limitation, loss of profits, rental of substitute equipment, or other commercial loss) that may be caused due to a defect in the product of the breach of performance of Western States Equipment obligations under Extended Coverage.

**E. OBTAINING EXTENDED COVERAGE SERVICE:** To obtain service the owner/lessee must request Extended Coverage Service from the nearest Western States Equipment branch. When making a request, the owner/lessee must promptly make the product available for repair and inform the dealer of what they believe is the problem/defect. Extended Coverage service can be performed in the field if the owner/lessee and servicing branch agree to do so. However, Western States Equipment will not be held responsible for any additional cost incurred because of the decision to repair a machine in the field. Dealer Branches toll free number:

Idaho Falls, ID	877-552-2287	Pendleton, OR	888-388-2287
Lewiston, ID	800-842-2225	Pasco, WA	800-633-2287
Meridian, ID	800-852-2287	Spokane, WA	800-541-1234
Pocatello, ID	800-832-2287	Hayden, ID	208-762-6600 (Not a toll free number)
Twin Falls, ID	800-258-1009		
Kalispell, MT	800-635-7794		
Missoula, MT	800-548-1512		
LaGrande, OR	800-963-3101		

**F. TRANSFER OF UNUSED COVERAGE UPON RESALE:** Remaining Extended Coverage applicable to a used Caterpillar product is transferred to a subsequent end use purchaser only if: 1) The subsequent purchase is made before the product's Extended Coverage expires. 2) The product is determined by Western States Equipment to be in satisfactory condition following an inspection performed by an authorized Western States Equipment branch at the subsequent end use purchaser's expense. 3) The subsequent end use purchaser receives Western States Equipment's written confirmation of the transfer. 4) The use of the product by the subsequent end use purchaser remains in the initial/same application group designed on the product's original coverage application, or the subsequent end use purchaser pays the amount specified by Western States Equipment for conversion of the remaining coverage to a different application group.

**G. CANCELLATION OF COVERAGE:** The owner may cancel Extended Coverage: 1) Within thirty (30) days of machine purchase by original end use purchaser if no claim has been made, and receive a full refund of the coverage purchase price, less a \$50.00 cancellation fee. 2) At any other time during the coverage by the first end use purchaser and receive a pro rata refund of the coverage purchase price for the unexpired term of the coverage, based on the number of lapsed months, less a \$50.00 cancellation fee. 3) Prior to cancellation owner/lessee must provide written notice of the intent to cancel coverage to the nearest Western States Equipment branch.

**H. COVERAGE AFFORDED UNDER THIS CONTRACT IS NOT GUARANTEED BY THE IDAHO INSURANCE GUARANTY ASSOCIATION. OBLIGATIONS OF THE MACHINE SERVICE CONTRACT PROVIDER UNDER THIS MACHINE SERVICE CONTRACT ARE GUARANTEED UNDER A SERVICE CONTRACT LIABILITY POLICY. SHOULD THE MACHINE SERVICE CONTRACT PROVIDER FAIL TO PAY OR PROVIDE SERVICE ON ANY CLAIM WITHIN SIXTY (60) DAYS AFTER PROOF OF LOSS HAS BEEN FILED, THE MACHINE SERVICE CONTRACT HOLDER IS ENTITLED TO MAKE A CLAIM DIRECTLY AGAINST THE INSURANCE COMPANY.**

**I. UPON FAILURE OF THE OBLIGOR TO PERFORM UNDER THE CONTRACT, CATERPILLAR INSURANCE COMPANY SHALL PAY ON BEHALF OF THE OBLIGOR ANY SUMS THE OBLIGOR IS LEGALLY OBLIGATED TO PAY OR SHALL PROVIDE THE SERVICE THAT THE OBLIGOR IS LEGALLY OBLIGATED TO PERFORM ACCORDING TO THE OBLIGOR'S CONTRACTUAL OBLIGATION UNDER THE SERVICE CONTRACTS ISSUED BY THE OBLIGOR, AND CATERPILLAR INSURANCE COMPANY WILL PAY CLAIMS AGAINST THE OBLIGOR FOR THE RETURN OF THE UNEARNED PURCHASE PRICE OF THE SERVICE CONTRACT.**

**J. THIS DOCUMENT IS NOT AN IMPLIED WARRANTY. THIS COVERAGE IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. REMEDIES UNDER THIS COVERAGE ARE LIMITED TO THE PROVISION OF MATERIAL AND LABOR, AS SPECIFIED HEREIN. WESTERN STATES EQUIPMENT IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.**

**K. REGISTER OBLIGOR: WESTERN STATES EQUIPMENT COMPANY IS REGISTERED OBLIGOR, WHO IS CONTRACTUALLY OBLIGATED TO THE SERVICE CONTRACT HOLDER OWNERS NAME TO PROVIDE SERVICE UNDER THIS SERVICE AGREEMENT. WESTERN STATES EQUIPMENT COMPANY CAN BE CONTACTED AT THE FOLLOWING ADDRESS OR PHONE NUMBER: WESTERN STATES EQUIPMENT COMPANY 500 E OVERLAND ROAD, MERIDIAN, ID 83642 (208) 888-2287. SERVICE CONTRACT INSURER: CATERPILLAR INSURANCE COMPANY 2120 WEST END AVE., NASHVILLE, TENNESSEE 37203 | 800 248-4228**



Caterpillar Inc.  
Peoria, Illinois 61629

Check when information has been entered into the Product Information System through Caterpillar dealer terminal.

DO NOT SEND IF ENTERED INTO P.I.S.

Delivery Service Record

Comprobante Del Servicio de Entrega

DLR. CODE	MODEL	MACHINE SERIAL NO.	HOURS	DELIVERY DATE	ENGINE SERIAL NO.
COD. DISTRIB.	MODELO	N/S MAQUINA	HORAS	FECHA DE ENTREGA	N/S MOTOR
H510	305	5G503005	5		

ATTACHMENTS INSTALLED: BUCKET, DOZER, RIPPER, WINCH, CAB, TRANSMISSION, BOOM, STICK, ETC.

ACCESORIOS INSTALADOS: CUCHARON, HOJA, DESGARRADOR, MALACATE, CABINA, TRANSMISION, PLUMA, BRAZO, ETC.

Mfr. & Model or Part No. Fabricante y Modelo o N/P 24C-BKT305	Mfr. & Model or Part No. Fabricante y Modelo o N/P 51" DC BKT 7.78CFT 304-305.5 C/E	Mfr. & Model or Part No. Fabricante y Modelo o N/P	Mfr. & Model or Part No. Fabricante y Modelo o N/P
Serial No. N/S A422BBC30021	Serial No. N/S CH21BDC20022	Serial No. N/S	Serial No. N/S

Customer Name (Please Print)  
Nombre del Cliente (con letra de imprenta) City Of Hailey - Street Dept

Dirección postal completa 115 S Main St Apt H Hailey, ID 83333-8408

Country  
país USA

Delivery service on this machine has been completed, including the following items. Check ( ) when each item is completed.  
El servicio de entrega de esta máquina se ha completado incluso los puntos siguientes, Marque ( ) cada punto que complete.

- 1. Operation Guide delivered with machine and operating controls and warning labels explained to user.  
Se entregó con la máquina la Guía de Operación y se explicó al usuario la operación de los controles y los rótulos de advertencia.
- 2. Maintenance Guide delivered with machine and maintenance service, fluid levels and adjustments explained to user.  
Se entregó con la máquina la Guía de Conservación y se explicó al usuario el servicio de conservación, ajustes y nivel de fluidos
- 3. Parts Book delivered with machine.  
Se entregó con la máquina el Catálogo de Piezas.
- 4. All items on Delivery Checklist have been completed.  
Se hizo todo lo indicado en el Comprobante de Entrega (No. de Forma 01-085314-03).

User's Signature  
Firma del usuario

*Marcia Burke*

Dir. Rep. Signature  
Firma del representante del distribuidor

*[Signature]*

Delivery Checklist CONTINUED ON REVERSE SIDE

At dealership

- Make sure all pending Safety Product Improvement Programs (PIP) have been completed.
- Make sure all necessary forms and literature are available.
- All decals are installed.
- All attachments are installed/available.
- Install shipping/service lock pins in fire suppression system (if equipped) when transporting machine.



At delivery area with customer (owner, operator):

- Explain Parts Book.
- Explain all warning labels on machine.
- Show location of all serial numbers on machine.
- Lubrication and Maintenance.**
- Explain Maintenance Guide.
- Instruct how to use lubrication and maintenance chart.
- Show all lubrication points on the machine and attachments.

Lista de Comprobación SIGUE AL DORSO

En la distribuidora

- Asegúrese que se completaron los programas pendientes de mejoras al producto para fines de seguridad (PIP).
- Asegúrese que hay disponibles todas las formas y folletos necesarios.
- Se han puesto todas las etiquetas.
- Todos los accesorios están instalados/disponibles.
- Se han instalado los pasadores de traba para embarque/servicio en el sistema supresor de incendios (si tiene) al transportar la máquina.

En el lugar de entrega, con el cliente (propietario, operador).

- Explicar el Catálogo de Piezas.
- Explicar todos los rótulos de advertencia de la máquina.
- Mostrar ubicación de todos los números de serie en la máquina.

Lubricación y Conservación

- Explicar la Guía de Conservación.
- Indicar cómo se utiliza el cuadro de lubricación y conservación.
- Mostrar todos los puntos de lubricación de la máquina y accesorios.





DIGITAL AUTHORIZATION

CATERPILLAR TELEMATICS DATA AND CAT REMOTE SERVICES-SOFTWARE UPDATES PROCESS FOR SELECT PRODUCT LINK TELEMATICS AND CAT EQUIPMENT CONTROL MODULE SOFTWARE.

Customer equipment has installed devices that transmit data to Caterpillar Inc. ("Caterpillar").

Data transmitted to Caterpillar is used in accordance with Caterpillar's Data Governance Statement ("DGS"), which describes Caterpillar's practices for collecting, sharing and using data and information related to customers machines, products, Devices or other Assets and their associated worksites. The DGS can be reviewed at https://www.caterpillar.com/en/legal-notices/data-governance-statement.html .

Caterpillar's process for performing remote diagnostics and making available remote software and firmware updates and upgrades, such as configuration, patches, bug fixes, new or enhanced features, etc., for Assets and Devices is described in the Cat® Remote Services – Software Update Process for select ProductLink™ Telematics and Cat Equipment Control Module Software document (the "RSP Document"). The RSP Document can be reviewed at https://www.cat.com/remoteservicesprocess\_ga=2.245276421.1412167159.1561985855-475983137.1559312215.

Company acknowledges and agrees to data transmission to Caterpillar via devices installed on Company equipment or by other means as outlined and described in the DGS, and grants to Caterpillar the right to collect, use, and share such information, including to its Distribution Networks or other affiliates, in accordance with the Caterpillar Data Governance Statement. Company's authorization also applies to any data and information previously collected by Caterpillar.

AGREE

DECLINE

Company acknowledges and agrees to participate in Remote Services (including, remote diagnostics and remote updates and upgrades) and authorizes Caterpillar to remotely access, program, and install updates and upgrades for Company's Assets and Devices in accordance with the Remote Services Process Document.

AGREE

DECLINE

The rights granted in this authorization survive the termination or expiration of the Company's subscriptions to any Digital Offerings. Except as set out in a written agreement between Company and Caterpillar expressly referencing the Data Governance Statement, this authorization supersedes and replaces any other authorizations with regard to the subject matter hereof.

FOR DEALER USE ONLY

✓ Company : City of Hailey  
Company Name (print) Hailey

\* Company Representative (print) : MARSHA BURKE

✓ Signature : Marsha Burke

✓ Date : 8/18/23

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

Company Representative CWS ID : \_\_\_\_\_

Main Store Dealer Code : \_\_\_\_\_

Dealer Representative Name : \_\_\_\_\_

Dealer Representative CWS ID : \_\_\_\_\_



# GEM Failsafe Maintenance Agreement



CUSTOMER NO.: 1046560

Thursday, August 17, 2023

- Preventive Maintenance Kits - Necessary filters, seals, gaskets and SOS kits required by the Caterpillar Lubrication and Maintenance guide are included. With the exception of dry filters, NOTE: Some hour interval services may consist mostly of taking oil samples and checking fluid levels. POK kits will not include fluids.
- If the POK is shipped with a reman part, the core will be charged to the customer when the part is shipped. Cores must be returned in the original container within 60 days for refund consideration.
- No phone calls needed, we will proactively monitor your machine hours to ship your POK kits if equipped with productlink.
- In the event of machine being sold under this agreement, the agreement will follow the machine serial number to the new owner when machine resided WSECO territory.
- Agreement will follow the Warranty terms.
- Yearly machine condition inspection will be performed.

Equipment Number	Serial Number	Model Number
E0122322	5G503005	305

Agreement requires shipping address for the parts only kits. (No PO BOX)

\* Address: 1811 Merlin Loop  
✓ City: Hailey  
✓ State: ID  
\* Zip Code: 83333

Customer



Western States Equipment

\* Marcha Burke, Mayor  
Signature and Title

[Signature]  
Signature and Title

## Terms and Conditions

Unless otherwise agreed in writing by the President or a Vice President of Western States Equipment Company, the purchase of services, goods and parts from Western States Equipment Company will be governed solely by the Western States Equipment Company's Customer Value Agreement Terms and Conditions ("Terms and Conditions"), which are available at <https://www.westernstatescat.com/termsandconditions/>. A hard copy of the Terms and Conditions is available upon written request to [legal@wseco.com](mailto:legal@wseco.com). Western States Equipment Company's Terms and Conditions are hereby incorporated by reference into this document and all other documents related to your purchase of services, goods and parts from Western States Equipment Company. By purchasing services, goods and parts from Western States Equipment Company, you agree to be bound by the Terms and Conditions as exactly written.



# Governmental Buyback



Dear City Of Hailey - Street Dept,

Thursday, August 17, 2023

Reference Agreement: Q000309373-5

Please accept this letter as a guarantee for purchase of your Caterpillar machine mentioned in the box below. This guarantee is made in conjunction with the Governmental Failsafe Warranty. We agree to purchase this unit from you at the end of the term for the amount of value based on maximum of S.M.U.'s stated below. If the time period or service meter unit limits are exceeded the above machine will be appraised to determine a new value. Term begins at date of delivery, or start of financial contract.

Model	Serial Number	Term - Amount - Maximum S.M.U.'s
305	5G503005	Governmental Buyback 5 year 1000 hour \$55,000.00

Lessee agrees that each Unit, upon its return, shall:

1. Be in sound mechanical condition and to be in good working order under full load.
2. Have the same attachments and piece parts as when delivered.
3. If machine is equipped with tires: have tires in safe and operable condition with a minimum of (40%) of wear remaining tread life and all of the same style (no recapped tires).
4. If machine is equipped with tracks: have a minimum of forty percent (40%) life remaining on all undercarriage components including track shoes, links, pins and bushings, idlers, bogies, sprockets, carrier rollers, track rollers.
5. Have no cracked or broken glass.
6. Have no missing sheet metal and any damage to sheet metal.
7. Have no structural damage to frame.
8. Have met the full requirement of the warranty procedures, including scheduled oil sampling at the prescribed intervals.
9. Have no damage or modification to machine ROPS (roll over protection structure) per Caterpillar guidelines, repair or replacement of ROPS will be billed at time of return.

We require ninety (90) days written notice if you choose to exercise this guarantee and transfer title of the above-described equipment to Western States Equipment Company.

It is understood that under this agreement that the "terms of return" will be met and/or brought into compliance before this re-purchase agreement will be fully executed. Items that are out of compliance will be repaired and billed to City Of Hailey - Street Dept.

If you have any questions or if we may be of further assistance, please call.

Sincerely,

\_\_\_\_\_  
Vice President, Finance

*Martha Brunk*

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Used Equipment Manager





Western States Equipment Company  
500 East Overland Road  
Meridian, ID 83642  
208-888-2287 (office)  
208-884-2308 (fax)

City of Hailey – Street Dept.  
115 S Main Street  
Apt H  
Hailey, Idaho 83333

Western States Equipment Sales Agreement Provisions.

The attached sales agreement is for the use of Western States Equipment to establish equipment configurations, buy back provisions, trade values, warranty information and other miscellaneous details only. This agreement does not create any financial obligation from the City of Hailey to Western States Equipment. Both parties understand this equipment well be transferred to a third party, ( such as Summit National Bank ) , and said third party will be responsible for any and all financial obligations to Western States Equipment.

Thank you:

Shane Johnson

Western States Equipment Sales Representative:

Western States Equipment

3085 Kimberly Rd.

Twin Falls, Idaho

83301

Meridian, ID  
208-888-2287

Twin Falls, ID  
208-734-7330

Pocatello, ID  
208-232-2640

Idaho Falls, ID  
208-552-2287

Lewiston, ID  
208-746-3301

Spokane, WA  
509-535-1744

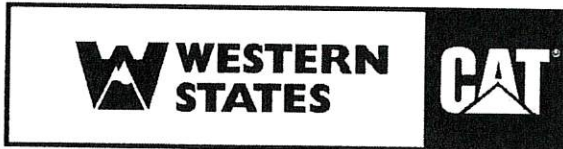
Pasco, WA  
509-547-9541

Pendleton, OR  
541-276-5812

LaGrande, OR  
541-963-3101

Missoula, MT  
406-721-4050

Kalispell, MT  
406-752-3030



Twin Falls  
3085 E Kimberly Rd Twin Falls, ID 83301  
208.734.7330

# SALES AGREEMENT

AGREEMENT: Q000309383-7  
 AGREEMENT DATE: 8/17/2023  
 AGREEMENT EXPIRES: 3/16/2023  
 WAREHOUSE: Twin Falls Machine Sales  
 CUSTOMER NO.: 1046560  
 CUSTOMER PO:  
 SALESMAN: Shane G Johnson

**SOLD TO:**  
 City Of Hailey - Street Dept  
 115 S Main St  
 Apt H  
 Hailey, ID 83333-8408

**SHIP TO:**  
 Office  
 115 S Main St  
 Apt H  
 Hailey, ID 83333-8408

Shane.Johnson@wseco.com

## ITEM DESCRIPTION

ITEM DESCRIPTION	PRICE
2023 Caterpillar 906 S/N: MZ600378 SMU: 26 hrs ID:E0114944	\$131,281.14
<ul style="list-style-type: none"> <li>● Caterpillar 81" BKT 1.4YD3 GP SSL 908 H/M S/N: A421CBK23186 ID: E0102085</li> <li>● Delivery Freight</li> <li>● EMS Gov - Governmental Failsafe</li> <li>● New Warranty - MS New Warranty 5 years 2500hour gov failsafe</li> </ul>	
Caterpillar 48" P FORKS SSL 906-908 H/M S/N: E0092853A YEAR: 2022 ID: E0092853	\$1,664.47
Caterpillar SNOW BLOWER SR321, 85" HF SSL S/N: KZB00679 YEAR: 2023 ID: E0125933	\$10,882.16
Governmental Buyback - Governmental Buyback 5 year 2500 hour \$70,000.00	\$0.00

## TRADE PROPOSAL

2002 Volvo L35B S/N: SMU: 0 hrs (\$11,500.00)

The trade proposal offered is based on the information you have provided and is contingent on a final inspection before the Agreement is accepted by both parties. If the proposed trade equipment hours increase by 200 hours over what has been specified herein or the inspection reveals an unexpected change in the equipment operation or the equipment, the trade proposal valuation will become invalid. The Trade Proposal will become final upon the execution of this Agreement by WSECO.



## Notes

Please see attached page for sales agreement provisions.

Before Tax Balance	\$132,327.77
Sales Tax	\$0.00
Trade Payoff	\$0.00
Downpayment	\$0.00
<b>Net Due</b>	<b>\$132,327.77</b>

## Western States Equipment

Order Received by [Signature]  
 Title Salesman Date 8/17/23

City Of Hailey - Street Dept  
 Approved and Accepted by [Signature]  
 Title Mayor Date 8/18/23  
 Warranty Document Received (initial) MB

Trade Ins: All trade-ins are subject to equipment being in as inspected condition by vendor at time of delivery of replacement machine purchase above. Purchaser hereby sells the trade in equipment described above to the vendor and warrants it to be free and clear of all claims, liens, and security interest except as shown above.  
 Warranty: By initialing above the customer acknowledges that they have received a copy of the Western States Co/Caterpillar Warranty and has read and understands said warranty. All used equipment is sold as is where is and no warranty is offered or implied except as specified above.





# SALES AGREEMENT

NO.: Q000309383-7

## EQUIPMENT DETAILS

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5727976 906 14A CWL AM-N	4622560 TIRES, 340/80 R18, MX, BIBLOAD
5692571 FILTER, FUEL, ELECTRIC	5733910 LIGHTS, ROAD, FN, LED, RH DIP
5733916 KICKOUT, RTD, ROTARY SENSOR	5733923 AIR CON, AUTO TEMP CONTROL
5734006 SEAT, DELUXE PLUS, AIR, HEAT	5776023 PRODUCT LINK, CELLULAR PLE643
5776050 RIDE CONTROL, STD LIFT	5776057 COUPLER, SSL
5776164 FENDERS, STANDARD	5776969 HYDRAULIC OIL, STANDARD
5777154 CAB, DLX, 2 SLIDING WINDOWS	5777162 MIRROR, EXT HEAT, ELEC ADJUST
5800511 HITCH, REAR RETRIEVAL, STD	5800523 KEYPAD 16, RIM PULL/CREEP CTL
5800524 KEY START, PASSCODE SECURITY	5800532 LIGHTS, CAB, STD, 4X LED
5800537 ALARM, BACK UP	5800597 STORAGE, BOX WITH LOCK
5806299 WEATHER, COLD START, 120V	5806836 SEAT BELT, 3" W/INDICATOR
5815447 FAN, DEMAND, REV, PRECLEANER	5964178 DOOR SWITCH & 2X USB POWER
5971178 TRANS 25 MPH DIFF LOCK	5972356 HYD, 3V, HIGH FLOW, STD LIFT
6003108 DOOR STOP, CAB	6012045 PREPARATION PKG-USA, ANSI
6022629 CAMERA, REAR VIEW, W/O MIRROR	6071279 ENGINE, C2.8, STAGE V
6076816 AUX, HIGH FLOW, 3 VALVE	6239432 STANDARD RADIO (12V)
4218926 SERIALIZED TECHNICAL MEDIA KIT	0P4299 PACKING, LAST MILE PROGRAM
0P9003 LANE 3 ORDER	0G3273 RUST PREVENTATIVE APPLICATOR
0P0199	2860581 BUCKET-GP, 1.4 YD3,
1958545 FORK, PAL C2, 48" X	0P0199
2611350 CARRIAGE, PAL CL2, 5	0P7533 BCP DIRECT SHIP
5464504 SNOW BLOWER, SR321, HF XPS	0P0210 PACK, DOMESTIC TRUCK

## TERMS AND CONDITIONS

**1. OFFER TO SELL, METHODS OF ACCEPTANCE AND AGREEMENT TERMS:** This Sales Agreement ("SA") is an offer for the sale of the equipment, vehicles, accessories and attachments described on the invoice (referred to generally as "equipment" or "goods") by Western States Equipment Company, an Idaho business corporation or its affiliates ("WSECO") to Customer under the terms and conditions specified herein. This offer may be accepted by (1) the execution of this SA by a representative of Customer or (2) Customer's verbal or written authorizations or conduct consistent with prior course of dealing between the parties authorizing WSECO to take action to fulfill this SA, or (3) the commencement of the manufacture or shipment of the goods specified in this SA, whichever of the foregoing first occurs.

Acceptance of this SA is limited to the express terms stated herein. Any proposal in Customer's acceptance for additional or different terms or any attempt by Customer to vary in any degree any of the terms is objected to and hereby rejected, but such proposals shall not operate as a rejection of this offer, unless such variances are in the terms of the description, quantity, price, delivery schedule, or payment schedule of the goods, but shall be deemed a material alteration of this SA and this SA shall be deemed agreed to by WSECO without said additional or different terms. Once accepted, this SA shall constitute the entire agreement between WSECO and Customer. WSECO is not bound by any representation or agreements, express, or implied, oral or otherwise, which are not stated within this SA or contained in a separate writing supplementing this SA and signed by authorized agents of both WSECO and Customer. This SA will supersede all previous communications, agreements, and contracts with respect to the subject matter hereof and no understanding, agreement, term, condition, or trade custom at variance with this SA will be binding on WSECO. No waiver or modification of the terms and conditions hereof will be effective unless in writing and signed by both Customer and WSECO.

**2. PAYMENT TERMS:** Customer agrees to pay the sales price for the equipment, less any net trade-in allowance, in accordance with the payment terms as all stated on the invoice. The sales price is offered F.O.B. at WSECO's designated facility as stated on the invoice and Customer is responsible for all shipping charges as provided in this SA. Customer is also responsible for paying all applicable sales, use or any other applicable taxes levied or assessed on the equipment by any federal, state or local governmental authority, unless Customer provides WSECO an appropriate exemption certificate as stated on the invoice. In the event that Customer fails to pay any applicable tax or other charge as agreed herein or fails to provide a valid exemption certificate, Customer agrees to indemnify and hold WSECO harmless from any liability and expense by reason of Customer's failure to pay said taxes or assessments, including, but not limited to, WSECO's reasonable attorney's fees and costs and other necessary legal expenses resulting from such failure.

**3. GRANT OF SECURITY INTEREST, AUTHORIZATION TO FILE STATEMENT AND PROTECTION OF COLLATERAL:** Until the Customer pays the total sales price and additional charges as provided in this SA, Customer hereby grants WSECO a security interest in and to the equipment and all additions, replacements, substitutions, and proceeds of the same ("Collateral") to secure payment of the sales price and any and all other amounts owed or owing by Customer to WSECO under this SA or otherwise. Customer authorizes WSECO to file financing statement(s) evidencing this security agreement and the collateral subject thereto and to take all steps necessary to perfect WSECO's interest in the equipment.

Customer agrees to execute any documents required by WSECO to evidence and perfect such security interest. Customer hereby appoints WSECO as its irrevocable attorney-in-fact for the purpose of executing any documents necessary to perfect or to continue the security interest granted in this SA. Customer will reimburse WSECO for all expenses for the perfection and the continuation of the perfection of WSECO's security interest in the Collateral. Customer promptly will notify WSECO before any changes in Customer's name including any changes to the assumed business names of Customer.

Customer, upon WSECO's request, will deliver to WSECO a schedule of the locations of the Collateral and agrees to update the list upon WSECO's further request. Customer will not commit or permit damage to or destruction of the Collateral or any material part of the Collateral. WSECO and its designated representatives and agents shall have the right at all reasonable times to examine and inspect the Collateral. Customer shall immediately notify WSECO of all cases involving the loss or damage of or to any material portion of the Collateral and generally of all material happenings and events affecting the Collateral.

**4. INSURANCE:** Customer shall not move, load, transport or otherwise handle the equipment on WSECO's premises without first having obtained insurance coverage. Customer shall carry all risks insurance on the equipment, including, without limitation, fire, theft and liability coverage with such other insurance as necessary to protect Customer's and WSECO's respective interests in the equipment. As long as any portion of the sales price is outstanding, Customer will deliver to WSECO from time to time the policies or certificates of insurance in forms satisfactory to WSECO, showing WSECO as an additional insured and including stipulations that coverage will not be cancelled or diminished without at least fifteen (15) days prior written notice to WSECO.

**5. TIME OF DELIVERY AND SHIPPING:** Orders for equipment are processed in the order of their acceptance by WSECO and WSECO will use its reasonable efforts to deliver the equipment to Customer on the scheduled delivery date as stated on the invoice. However, shipping and delivery dates are acknowledged to be estimates only and dependent upon many factors outside of WSECO's control including, but not limited to, the manufacturer's production schedule, material and labor shortages, shipping delays and various other unrelated factors. WSECO is not liable for delays or damages caused by delays in delivery or shipment of the equipment, unless stated on the face of the invoice to the contrary. Customer is responsible for all freight, shipping, loading and unloading costs.

**6. RISK OF LOSS/SHORTAGES/REJECTION OF GOODS:** Risk of loss of the goods shall pass to Customer as soon as the goods are properly loaded on the carrier. WSECO's responsibility for shipment ceases upon delivery of the goods to a transportation company. Any claim by Customer for shortage in shipment shall be made by written notice to WSECO within fifteen (15) days after receipt of the shipment. It is specifically agreed that the risk of loss shall not be altered by the fact that the conduct of either party hereto may constitute a default or breach and shortage in shipment is not deemed to constitute a nonconformity.

All equipment or goods shall be subject to the standard manufacturing and commercial variation and practices of the manufacturer thereof. In the event of shipment of non-conforming goods, WSECO shall be given a reasonable opportunity to replace the goods with those which conform to the order. Any notices pertaining to rejection or claims of nonconformity must be made in writing specifying in detail Customer's objections and such notices must be delivered within fifteen (15) days after delivery of the goods. It is agreed that in the event of rejection, Customer will store the goods or reship the goods to WSECO. Should Customer use the equipment or goods, such use shall be deemed an unequivocal acceptance of the goods. If Customer accepts goods tendered under this SA, such acceptance shall be final and irrevocable; no attempted revocation shall have any effect whatsoever.

**7. ASSIGNMENTS:** No right or interest in this SA shall be assigned by Customer without the written permission of WSECO, and no delegation of any obligation owed or of the performance of any obligation by Customer shall be made without written permission of WSECO. Any attempted assignment or delegation by Customer shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

**8. NO WARRANTY:** Unless provided otherwise on the invoice, the equipment is purchased "**AS IS**" and there is no other agreement with Customer regarding the equipment other than what is stated in this SA and in any credit instrument and/or guaranty between Customer and WSECO. There are no other warranties, express or implied, for any equipment, product, service, or other items sold or furnished under this SA unless agreed to in writing between Customer and WSECO. **WSECO DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

**9. EQUIPMENT FAILURE/LIMITATION OF REMEDIES:** If, for any reason, the equipment does not perform satisfactorily, as judged by WSECO in its sole discretion, WSECO may repair or replace the equipment or any part thereof, at its option, without affecting any of the terms of this SA. This remedy does not apply if the equipment has failed or performs less than satisfactorily due to improper use of the equipment, accident (including, damage during shipment), neglect, abuse, misuse or exposure of the equipment to conditions beyond capacity, power, environmental design limits or operation constraints specified by WSECO or the equipment manufacturer. Customer is responsible for all expenses related to repair or replacement due to these causes. **THE REMEDIES IN THIS PARAGRAPH ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES AGAINST WSECO.**

**10. LIMITATION OF LIABILITY:** Notwithstanding trade customs or prior course of dealing to the contrary, in no event will WSECO, its subsidiaries, affiliates, agents or employees be liable for any incidental, indirect, special, or consequential damages in connection with or arising out of this SA or furnishing of any goods, services or other items or any third party's ownership, maintenance, or use of any goods, services or other items furnished under this SA, including, but not limited to, lost profits or revenues, loss of use of the equipment or any associated goods, damage to associated goods, costs of capital, cost of substitute goods, or claims of Customer's clients for such damages. Customer's sole remedy, for any liability of WSECO of any kind, including but not limited to negligence, with respect to any equipment, service, or other item is limited to that set forth in the paragraph entitled "**EQUIPMENT FAILURE/LIMITATION OF REMEDIES**" of this SA. WSECO is not responsible for meeting any federal, state, local or municipal code or specification (whether statutory, regulatory or contractual), unless Customer specifies it in writing and WSECO agrees to it in writing. Customer agrees that it has selected each item of equipment based upon its own judgment and particular needs and disclaims any reliance upon any statements or presentations made by WSECO. The liability for performing under any manufacturer warranty program rests solely with the subject manufacturer and WSECO has no liability or responsibility for performance thereunder.

**11. FORCE MAJEURE:** WSECO shall not be responsible or liable for any delay or failure to deliver any or all of the goods and/or performance of the services where such delay or failure is caused by any act of God, fire, flood, inclement weather, explosion, war, insurrection, riot, embargo, statute, ordinance, regulation or order of any government or agent thereof, shortage of labor, material fuel, supplies or transportation, strike or other labor dispute, or any other cause, contingency, occurrence or circumstance of any nature, whether or not similar to those herein before specified beyond WSECO's control, which prevents, hinders or interferes with manufacture, assembly or delivery of the goods or performance of the services. Any such cause, contingency, occurrence or circumstances shall release WSECO from performance of its obligations hereunder.

**12. INDEMNITY:** Customer agrees to indemnify and hold WSECO harmless from and against any and all claims, actions, suits, proceedings, costs, expenses, damages (including but not limited to consequential and incidental damages), liabilities, fees (including, but not limited to, attorney fees and court costs), and settlements, (including those brought or incurred by or in favor of Customer's employees, agents and subcontractors), arising out of or related to the selection, delivery, loading, unloading, towing, possession, use, operation, handling or transportation of the equipment. Customer agrees to defend, at its expense, any and all suits brought against WSECO either alone or in conjunction with others and additionally to satisfy, pay and discharge any and all judgments and fines against WSECO in any such suits or actions, whether based in negligence or otherwise.

**13. DEFAULT BY CUSTOMER:** An event of default shall occur if (a) Customer fails to pay when due the sales price; (b) Customer fails to perform or observe any covenant, condition, or agreement to be performed by it hereunder; (c) Customer ceases doing business as a going concern, makes an assignment for the benefit of creditors, admits in writing an inability to pay debts as they become due, files a petition in bankruptcy, or if its owners, shareholders or members of Customer take actions towards dissolution or liquidation of Customer; (d) Customer attempts to sell, transfer, or encumber, sublease or convey the equipment or any part thereof prior to paying the full sales price; or (e) WSECO, in good faith deems itself, insecure relative to payment of the sales price.

Upon the occurrence of any event of default, WSECO may exercise the following rights and remedies: (i) declare the sales price immediately due and payable; (ii) require Customer to assemble the equipment and make it available to WSECO at a place and time designated by WSECO; (iii) WSECO shall have full power to enter upon the property or jobsite of the Customer and take possession of and remove the equipment; (iv) WSECO shall have full power and authority to sell, lease, transfer or otherwise deal with the equipment or proceeds thereof, and in connection therewith WSECO may bid on the goods or equipment and that a commercially reasonable price for said reclaimed equipment may be determined by WSECO based upon current national auction values, market trends relating to supply and demand, and related factors for goods of similar type and condition; (v) if WSECO chooses to sell or lease the reclaimed equipment, WSECO may obtain a judgment against Customer for any deficiency remaining on the sales price after application of all amounts received from the exercise of its rights under this SA; and (vi) all rights and remedies of a secured creditor under the provisions of the Idaho Uniform Commercial Code, as amended from time to time. All of WSECO's rights and remedies, whether evidenced by this SA or other related agreement, shall be cumulative and may be exercised singularly or concurrently. Customer agrees to pay all costs incurred by WSECO in enforcing this SA or any of its provisions, including without limitation reasonable attorney's fees and costs and all costs of reclaiming the goods, whether or not legal action is commenced.

**14. JURISDICTION AND VENUE:** This SA and the relationship between WSECO and Customer shall be governed and construed according to the laws of the State of Idaho. At the sole and exclusive election of WSECO, jurisdiction and venue for any action or dispute arising under this SA shall be in the in the Fourth Judicial District of the State of Idaho, in and for Ada County, which is WSECO's corporate headquarters and principal place of business, wherein the parties acknowledge having done business sufficient to establish minimum contacts under the Idaho long arm statute, and which is a mutually convenient forum. In addition, Customer waives any and all rights to jurisdiction and/or venue in any other forum, including waiver of any and all rights to remove the action from any court originally acquiring jurisdiction.

**15. EQUIPMENT DATA:** This machine may be equipped with a wireless data communication system, such as Product Link. In such case, Customer understands data reflecting the machine performance, condition and operation is being transmitted to Caterpillar/WSECO to better serve the Customer and to improve upon Caterpillar products and services. This data may include, but is not limited to: fault codes, emissions data, fuel usage, service meter hours, software and hardware version numbers and installed attachments. Neither Caterpillar nor WSECO sell, rent or share collected information to any other third party, and will exercise reasonable efforts to keep the information secure. Caterpillar Inc. and WSECO recognize and will respect customer privacy. Customer agrees to allow this data to be accessed by Caterpillar and WSECO within normal, accepted business practices.

The undersigned represents and warrants that he/she is authorized by Customer identified below to bind the Customer to the obligations and duties expressed herein and does so commit Customer to the terms and conditions of SA by signing below. Until this SA (or identical counterpart thereof) has been signed by our duly authorized representative, it will constitute an offer by Customer to enter into this SA with WSECO on the terms herein.

✓ CUSTOMER: City of Hailey  
✓ By: Martha Burke  
✓ Print Name: MARTHA BURKE  
✓ Title: Mayor  
✓ Date: 8/18/23

WESTERN STATES EQUIPMENT COMPANY  
By: [Signature]  
Print Name: SHAWN JOHNSON  
Title: Salesman  
Date: 8/17/23







**STANDARD WARRANTY AND APPLICATION FOR EXTENDED COVERAGE FOR CATERPILLAR PRODUCTS**

The Caterpillar equipment owner identified below ("Owner") hereby applies to Western States Equipment for Standard or Extended Coverage in accordance with the terms as set forth in this document, for the Caterpillar product identified below. Owner desires the Standard or Extended coverage option(s) listed below:

**COVERAGE EXPIRATION - FIRST TO OCCUR (MONTHS OR HOURS)** - Months after retail purchase (less duration of rental, demonstration, or other usage, if any, prior to the first purchaser or lessee)

Standard Warranty period based on Caterpillar guidelines				
OWNER's NAME City Of Hailey - Street Dept			OWNER PHONE	
OWNER ADDRESS, CITY and ZIP CODE 115 S Main St Apt H Hailey, ID 83333-8408				
EXTENDED WARRANTY COVERAGE New Warranty - MS New Warranty 5 years 2500hour gov failsafe				
MODEL	PRODUCT DESCRIPTION	HOURLY METER	SERIAL NUMBER	DELIVERY DATE
906	906	26	MZ600378	

**IMPORTANT NOTE TO OWNER:** Complete terms of Standard or Extended Coverage are set forth on this document. Please read all pages carefully before signing. **YOUR RIGHTS AND REMEDIES IN CONNECTION WITH STANDARD OR EXTENDED COVERAGE ARE LIMITED AS INDICATED ON ALL PAGES OF THIS DOCUMENT. CATERPILLAR PRODUCTS CARRY NO IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS. STANDARD WARRANTY OR EXTENDED COVERAGE IS NOT INSURANCE.**

**ACKNOWLEDGEMENTS:** I have read and understand the terms, including limitations and exclusions, of Standard or Extended Coverage, and understand that it is not insurance. I also understand that the coverage applied for herein is not effective unless and until I pay the applicable charge for this extended coverage. I understand the SOS requirements 48 (initial)

OWNER/LESSEE SIGNATURE : Martina Burke DATE: 8/18/23

The owner and product identified above meet all requirements for the coverage requested and the applicable charge for extended coverage has been paid.

DEALER SIGNATURE : [Signature] DATE: 8/17/23

**TRANSFER:** The unexpired portion of the Standard or Extended Repair Coverage may be transferred with Western States Equipment approval (see section F on back for complete details). Complete the section below to request transfer.

Purchase Application <input type="checkbox"/> COMMERCIAL <input type="checkbox"/> FORESTRY <input type="checkbox"/> WASTE <input type="checkbox"/> GOVERNMENTAL <input type="checkbox"/> AG	PURCHASER NAME	DATE MACHINE SOLD	DATES INSPECTION COMPLETED & APPROVED	
	ADDRESS (STREET, RR)	(CITY/TOWN)	(STATE)	(ZIP CODE)
	TRANSFER HOUR METER READING	SIGNATURE OF NEW BUYER	DEALER CONFIRMATION	

By signing this agreement I agree to the terms on the following pages.

## CATERPILLAR STANDARD WARRANTY

**General Provisions:** Caterpillar warrants the products sold by it, and operating within the geographic area serviced by authorized USA and Canadian Caterpillar dealers, to be free from defects in material and workmanship. In other areas and for other products, different warranties may apply. Copies of applicable warranties may be obtained by writing Caterpillar Inc. 100 N.E. Adams St., Peoria IL, USA 61629-3345.

**Warranty Period:** The Standard Caterpillar Machine Warranty is 12 Months/UNLIMITED hours of operation (whichever occurs first), based upon Caterpillar's recommended guidelines. For new associated work tools, the warranty period is 12 Months/UNLIMITED hours, starting from the date of delivery or sale to first user. No extended coverage is available for Caterpillar work tools. For new replacement engines, the warranty is 6 months, starting from date of delivery to the first user. Note: For hydraulic line's quick connect/disconnect components sold on compact wheel loaders, mini hydraulic excavators, skid steer loaders, multi terrain loaders, and compact track loader machines, the warranty period is 50 hours starting from the date of delivery to the first user.

**Caterpillar Responsibilities:** If a defect in materials or workmanship is found during the Standard Warranty period, Caterpillar will, during normal working hours and at a place of business of a Caterpillar dealer or other source approved by Caterpillar. 1) Provide (at Caterpillar's choice) new, remanufactured, or Caterpillar-approved repaired parts or assembled components needed to correct the defect. 2) Replace lubricating oil, filters, antifreeze, and other service items made unusable by the defect. 3) Provide reasonable or customary labor needed to connect the defect. Note: Items replaced under this warranty become the property of Caterpillar. **Owner Responsibilities:** The user is responsible for: 1) Providing proof of deliver date to the first user. 2) The costs associated with transporting the product. 3) Labor costs, except as stated under "Caterpillar Responsibilities." 4) Local taxes, if applicable. 5) Parts shipping charges in excess of those which are usual and customary (air freight). 6) Cost to investigate complaints, unless the problem is caused by a defect in Caterpillar material or workmanship. 7) Giving timely notice of a warrantable failure and promptly making the product available for repair. 8) Costs associated with the performance of required maintenance (including proper fuel, oil, lubricants, and coolant) and items replaced due to normal wear and tear. 9) Allowing Caterpillar access to all electronically stored data. 10) Costs associated with travel time and mileage required for on-site repairs.

### EXTENDED REPAIR COVERAGE

**A. General Provisions:** During the selected coverage period, Western States Equipment will repair or replace, at its option, covered components of the product identified on the face of this document under the Extended Coverage Section. Coverage is subject to the listed conditions of "Standard", "Full Machine", "Power Train", or "Power Train Plus Hydraulics" and for the appropriately indicated "Months" and "Hours" for components that are defective in material or workmanship, subject to the terms and conditions set forth on both sides of this document. Such repair or replacement will be free of charge for parts and labor, except as otherwise stated below or as stated within the Standard Caterpillar Warranty section above. Under the "Governmental Full Machine" option, the extended coverage includes Scheduled Oil Sampling materials and analysis provided by Western States Equipment at Caterpillar's prescribed intervals. An Extended Coverage Contract is not required for purchase or to obtain financing.

**Warranty Periods:** Warranty periods for Extended Coverage are indicated in the extended warranty coverage box on the face of this document. The coverage is listed for hours and months, whichever expires first.

**Owners Responsibilities:** The owner (lessee, for leased products) at their expense, must maintain the product in accordance with the product's Operators Manual, and, upon request, provide adequate records verifying maintenance. For the "Power Train", "Power Train Plus Hydraulics", and "Full Machine" Extended Coverage, Scheduled Oil Sampling (SOS) must be taken by the owner at Caterpillar recommended intervals and sent to Western States Equipment. Failure to do so could jeopardize the Extended Coverage and result in shared liability on a pro rata basis if SOS could have predicted or reduced the cost of a covered failure. Note: Any malfunction of the service meter shall be reported within 30 days of said malfunction in writing, or this agreement is null and void.

**Power Train Extended Coverage:** The following components are covered. If a component is not listed, it is not covered. 1) ENGINE: basic engine including engine components essential to engine operation (i.e., fuel pump, oil pump, water pump, turbocharger, governor, engine control module, etc.). 2) TRANSMISSION: includes transmission pump and hydraulic controls. 3) TORQUE CONVERTER/DIVIDER. 4) DRIVE LINE: includes pinion and bevel gear. 5) TRANSFER GEAR GROUP. 6) DRIVE AXLES. 7) FINAL DRIVES. 8) HYDRAULIC DRIVE PUMPS AND MOTORS: on hydraulic excavators and machines equipped with hydrostatic drive or differential steering, including hydrostatic lines between the pump and motor. 9) BRAKE COMPONENTS for track-type loaders and tractors, only if they also provide steering. 10) STEERING CLUTCH COMPONENTS: on track-type loaders and tractors, if so equipped. 11) DIFFERENTIAL STEERING COMPONENTS: includes differential steer planetary group, pump, motor and pilot valves. 12) VIBRATORY COMPONENTS: on vibratory compactors. Includes vibratory mechanism, hydraulic pump and motor, hydraulic valves, universal joints, bearings, and drum isolation system. 13) ROTOR DRIVE MECHANISM: on paving profilers, reclaimers and stabilizers. This includes the drive shaft group, sheave groups, and clutch group. This excludes belts, chains and rotor brakes. 14) ELECTRONIC CONTROLS AND SENSORS: which function to direct power for moving the machine. This includes power shift controls, engine pressure controls, differential lock, and fingertip controls. Also includes the wiring connectors that are part of the designated power train components.

**Power Train Plus Hydraulics Extended Coverage:** The following components are covered. If a component is not listed, it is not covered. Power Train Plus Hydraulics coverage includes all of the above listed items under Power Train for the appropriately indicated hours and months, plus the following: 1) HYDRAULIC/STEERING HOSES AND LINES. 2) HYDRAULIC QUICK-COUPERS AND SWIVELS. 3) HYDRAULIC TANKS: includes specific internal parts. 4) HYDRAULIC OIL FILTER BASE, excluding hydraulic oil filters. 5) HYDRAULIC PUMPS AND MOTORS: including steering pumps (main and supplemental). 6) HYDRAULIC CYLINDERS: steering, suspension, and implement hydraulic cylinders (includes bulldozer and ripper cylinders on track-type tractors). 7) HYDRAULIC VALVES AND CONTROLS: includes all parts that make up a valve for directing or controlling hydraulic fluid for steering and implements, including automatic blade controls and bucket position controls. 8) HYDRAULIC ACCUMULATORS: steering and implement. 9) HYDRAULIC OIL COOLERS: steering and implement.

**Full Machine Extended Coverage:** All of the listed items included in the POWER TRAIN and POWER TRAIN PLUS HYDRAULICS coverage, plus all attachments/accessories that were installed on the product before delivery which are not covered by another warranty, for the appropriately indicated hours and months of coverage on the face of this document (whichever expires first). Governmental application "Full Machine Failsafe Coverage" will also include all fluid filters and pre-paid SOS as prescribed by Caterpillar's recommendations and a 95% machine availability as recorded by owner. Machine availability for Governmental application Full Machine Failsafe coverage will be determined by:

Scheduled Hours Available for Work (numerator)

Scheduled Hours (denominator)

The machine availability will be evaluated at 12-month intervals. If machine availability is below 95%, Western States Equipment will reimburse owner \$25.00 per hour for the

hours necessary to "enhance" availability to the 95% level.

Note: "Power Train", "Power Train Plus Hydraulics", and "Full Machine" coverage continue (unless transferred or terminated as per Section C or G below) until the expiration of the hours or months listed on the face of this document. The coverage period ends after reaching the specified number of months selected, or when the machine's hour meter reaches the specified number of hours limitation selected, whichever occurs first. Extended Coverage is available only through Western States Equipment for Caterpillar Equipment.

**Note:** Once Extended Coverage becomes effective, Western States Equipment's obligations there under extend only to the applicant identified on the face of this document, unless the remaining coverage is transferred to a subsequent end use purchaser of the product in accordance with Section F below, and indicated on the face of this document, or cancelled under Section G below.

**Note:** The travel time and mileage/hauling option is available only to Governmental application "Full Machine Failsafe coverage" option.

**B. ITEMS NOT COVERED:** Western States Equipment is not responsible for the following: 1) Premiums charged for overtime labor requested by the owner/lessee. 2) Transporting the product to and from the place where service is performed, or service calls made by the repairing dealer if the travel time and mileage/hauling option is not included. 3) Depreciation or damage caused by normal wear, lack of reasonable and proper maintenance, failure to follow operating instructions, misuse, lack of proper protection during storage, vandalism, the elements, collision or other accidents, or acts of God. 4) Normal maintenance and replacement of maintenance and wear items, such as filters, oil, fuel, hydraulic fluid, lubricants, coolants and conditioners, labor for taking oil sample, tires, Freon, batteries, lights, paint, fuses, glass, seat upholstery, undercarriage, lubricated joints (including pins and bushings), blades and cutting edge parts, belts, dry brakes, dry clutch linings, and bulbs. 5) Any defect in a non-covered component, or damage to or failure of a covered component caused by a defect in a non-covered component. 6) Travel time and mileage for Extended Repair Coverage repairs in the field, if travel time and mileage/hauling option is not included. 7) Auxiliary Equipment Manufacturers' attachments and new associated work tools and attachments carry only one warranty as prescribed by that manufacturer. 8) Western States Equipment will not be responsible for repairs, cost of repairs, or be assessed hours against the availability guarantee for damage or downtime caused by fire, vandalism, accident, operator's abuse, negligence, strikes, acts of God, failure to perform the manufacturer's recommended maintenance as set forth by the lube and maintenance guide, tire failure or Auxiliary Equipment or Attachments. 9) Owner/Lessee will not assess the time required to perform the manufacturer's recommended maintenance as set forth by the lube and maintenance guide against the availability guarantee. 10) All costs (including travel time and mileage/hauling) for repairs required because of abuse or improper operation will be charged to the owner/lessee. Minor repairs that do not affect the immediate and safe operation of the machine will be completed within the earliest possible period within Western States Equipment maintenance schedule.

**C. TERMINATION OF EXTENDED COVERAGE:** Western States Equipment is relieved of its obligation under Extended Coverage if: 1) The product is altered or modified in any manner not approved by Western States Equipment in writing. 2) The product's hour meter has been rendered inoperative or otherwise tampered with, or any malfunction of the service meter is not reported within 30 days of said malfunction in writing to Western States Equipment. 3) The product is removed from Western States' territory. 4) Use is made of the product within an application group other than the one designated in the original application for Extended Coverage for the product.

**D. LIMITATIONS OF WESTERN STATES EQUIPMENT LIABILITY:** In no event will Western States Equipment be liable for any incidental or consequential damages (including, without limitation, loss of profits, rental of substitute equipment, or other commercial loss) that may be caused due to a defect in the product or the breach of performance of Western States Equipment obligations under Extended Coverage.

**E. OBTAINING EXTENDED COVERAGE SERVICE:** To obtain service the owner/lessee must request Extended Coverage Service from the nearest Western States Equipment branch. When making a request, the owner/lessee must promptly make the product available for repair and inform the dealer of what they believe is the problem/defect. Extended Coverage service can be performed in the field if the owner/lessee and servicing branch agree to do so. However, Western States Equipment will not be held responsible for any additional cost incurred because of the decision to repair a machine in the field. Dealer Branches toll free number:

Idaho Falls, ID	877-552-2287	Pendleton, OR	888-388-2287
Lewiston, ID	800-842-2225	Pasco, WA	800-633-2287
Meridian, ID	800-852-2287	Spokane, WA	800-541-1234
Pocatello, ID	800-832-2287	Hayden, ID	208-762-6600 (Not a toll free number)
Twin Falls, ID	800-258-1009		
Kallispell, MT	800-635-7794		
Missoula, MT	800-548-1512		
LaGrande, OR	800-963-3101		

**F. TRANSFER OF UNUSED COVERAGE UPON RESALE:** Remaining Extended Coverage applicable to a used Caterpillar product is transferred to a subsequent end use purchaser only if: 1) The subsequent purchase is made before the product's Extended Coverage expires. 2) The product is determined by Western States Equipment to be in satisfactory condition following an inspection performed by an authorized Western States Equipment branch at the subsequent end use purchaser's expense. 3) The subsequent end use purchaser receives Western States Equipment's written confirmation of the transfer. 4) The use of the product by the subsequent end use purchaser remains in the initial/same application group designated on the product's original coverage application, or the subsequent end use purchaser pays the amount specified by Western States Equipment for conversion of the remaining coverage to a different application group.

**G. CANCELLATION OF COVERAGE:** The owner may cancel Extended Coverage: 1) Within thirty (30) days of machine purchase by original end use purchaser if no claim has been made, and receive a full refund of the coverage purchase price, less a \$50.00 cancellation fee. 2) At any other time during the coverage by the first end use purchaser and receive a pro rata refund of the coverage purchase price for the unexpired term of the coverage, based on the number of lapsed months, less a \$50.00 cancellation fee. 3) Prior to cancellation owner/lessee must provide written notice of the intent to cancel coverage to the nearest Western States Equipment branch.

**H. COVERAGE AFFORDED UNDER THIS CONTRACT IS NOT GUARANTEED BY THE IDAHO INSURANCE GUARANTY ASSOCIATION. OBLIGATIONS OF THE MACHINE SERVICE CONTRACT PROVIDER UNDER THIS MACHINE SERVICE CONTRACT ARE GUARANTEED UNDER A SERVICE CONTRACT LIABILITY POLICY. SHOULD THE MACHINE SERVICE CONTRACT PROVIDER FAIL TO PAY OR PROVIDE SERVICE ON ANY CLAIM WITHIN SIXTY (60) DAYS AFTER PROOF OF LOSS HAS BEEN FILED, THE MACHINE SERVICE CONTRACT HOLDER IS ENTITLED TO MAKE A CLAIM DIRECTLY AGAINST THE INSURANCE COMPANY.**

**I. UPON FAILURE OF THE OBLIGOR TO PERFORM UNDER THE CONTRACT, CATERPILLAR INSURANCE COMPANY SHALL PAY ON BEHALF OF THE OBLIGOR ANY SUMS THE OBLIGOR IS LEGALLY OBLIGATED TO PAY OR SHALL PROVIDE THE SERVICE THAT THE OBLIGOR IS LEGALLY OBLIGATED TO PERFORM ACCORDING TO THE OBLIGOR'S CONTRACTUAL OBLIGATION UNDER THE SERVICE CONTRACTS ISSUED BY THE OBLIGOR, AND CATERPILLAR INSURANCE COMPANY WILL PAY CLAIMS AGAINST THE OBLIGOR FOR THE RETURN OF THE UNEARNED PURCHASE PRICE OF THE SERVICE CONTRACT.**

**J. THIS DOCUMENT IS NOT AN IMPLIED WARRANTY. THIS COVERAGE IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. REMEDIES UNDER THIS COVERAGE ARE LIMITED TO THE PROVISION OF MATERIAL AND LABOR, AS SPECIFIED HEREIN. WESTERN STATES EQUIPMENT IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.**

**K. REGISTER OBLIGOR: WESTERN STATES EQUIPMENT COMPANY IS REGISTERED OBLIGOR, WHO IS CONTRACTUALLY OBLIGATED TO THE SERVICE CONTRACT HOLDER OWNERS NAME TO PROVIDE SERVICE UNDER THIS SERVICE AGREEMENT. WESTERN STATES EQUIPMENT COMPANY CAN BE CONTACTED AT THE FOLLOWING ADDRESS OR PHONE NUMBER: WESTERN STATES EQUIPMENT COMPANY 500 E OVERLAND ROAD, MERIDIAN, ID 83642 (208) 888-2287. SERVICE CONTRACT INSURER: CATERPILLAR INSURANCE COMPANY 2120 WEST END AVE., NASHVILLE, TENNESSEE 37203 | 800 248-4228**





Caterpillar Inc.  
Peoria, Illinois 61629

Check when information has been entered into the Product Information System through Caterpillar dealer terminal.

DO NOT SEND IF ENTERED INTO P.I.S.

**Delivery Service Record Comprobante Del Servicio de Entrega**

DLR. CODE	MODEL	MACHINE SERIAL NO.	HOURS	DELIVERY DATE	ENGINE SERIAL NO.
COD. DISTRIB.	MODELO	N/S MAQUINA	HORAS	FECHA DE ENTREGA	N/S MOTOR
H510	906	MZ600378	26		

**ATTACHMENTS INSTALLED:** BUCKET, DOZER, RIPPER, WINCH, CAB, TRANSMISSION, BOOM, STICK, ETC.

**ACCESORIOS INSTALADOS:** CUCHARON, HOJA, DESGARRADOR, MALACATE, CABINA, TRANSMISION, PLUMA, BRAZO, ETC.

Mfr. & Model or Part No, Fabricante y Modelo o N/P	Mfr. & Model or Part No, Fabricante y Modelo o N/P	Mfr. & Model or Part No, Fabricante y Modelo o N/P	Mfr. & Model or Part No, Fabricante y Modelo o N/P
81" BKT 1.4YD3 GP SSL 908 H/M	48" P FORKS SSL 906-908 H/M	SNOW BLOWER SR321, 85" HF SSL	
Serial No. N/S A421CBK23186	Serial No. N/S E0092853A	Serial No. N/S KZB00679	Serial No. N/S

Customer Name (Please Print) City Of Hailey - Street Dept  
Nombre del Cliente (con letra de imprenta)

Dirección postal completa 115 S Main St Apt H Hailey, ID 83333-8408

Country USA  
país

Delivery service on this machine has been completed, including the following items. Check ( ) when each item is completed.  
El servicio de entrega de esta máquina se ha completado incluso los puntos siguientes, Marque ( ) cada punto que complete.

- 1. Operation Guide delivered with machine and operating controls and warning labels explained to user.  
Se entregó con la máquina la Guía de Operación y se explicó al usuario la operación de los controles y los rótulos de advertencia.
- 2. Maintenance Guide delivered with machine and maintenance service, fluid levels and adjustments explained to user.  
Se entregó con la máquina la Guía de Conservación y se explicó al usuario el servicio de conservación, ajustes y nivel de fluidos.
- 3. Parts Book delivered with machine.  
Se entregó con la máquina el Catálogo de Piezas.
- 4. All items on Delivery Checklist have been completed.  
Se hizo todo lo indicado en el Comprobante de Entrega (No. de Forma 01-085314-03).

User's Signature  
Firma del usuario

*Marche B...*

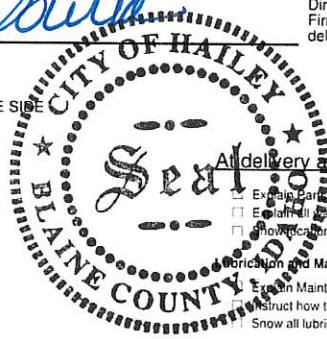
Dir. Rep. Signature  
Firma del representante del distribuidor

*[Signature]*

Delivery Checklist CONTINUED ON REVERSE SIDE

At dealership

- Make sure all pending Safety Product Improvement Programs (PIP) have been completed.
- Make sure all necessary forms and literature are available.
- All decals are installed.
- All attachments are installed/available.
- Install shipping/service lock pins in fire suppression system (if equipped) when transporting machine.



At delivery area with customer (owner, operator):

- Explain Parts Book.
- Explain all warning labels on machine.
- Show location of all serial numbers on machine.
- Explain Operation and Maintenance.
- Explain Maintenance Guide.
- Instruct how to use lubrication and maintenance chart.
- Show all lubrication points on the machine and attachments.

**Lista de Comprobación SIGUE AL DORSO**

En la distribuidora

- Asegurese que se completaron los programas pendientes de mejoras al producto para fines de seguridad (PIP).
- Asegurese que hay disponibles todas las formas y folletos necesarios.
- Se han puesto todas las etiquetas.
- Todos los accesorios están instalados/disponibles.
- Se han instalado los pasadores de traba para embarque/servicio en el sistema supresor de incendios (si tiene) al transportar la máquina.

En el lugar de entrega, con el cliente (propietario, operador).

- Explicar el Catálogo de Piezas.
- Explicar todos los rótulos de advertencia de la máquina.
- Mostrar ubicación de todos los números de serie en la máquina.

**Lubricación y Conservación**

- Explicar la Guía de Conservación.
- Indicar cómo se utiliza el cuadro de lubricación y conservación.
- Mostrar todos los puntos de lubricación de la máquina y accesorios.





### DIGITAL AUTHORIZATION

CATERPILLAR TELEMATICS DATA AND CAT REMOTE SERVICES-SOFTWARE UPDATES PROCESS FOR SELECT PRODUCT LINK TELEMATICS AND CAT EQUIPMENT CONTROL MODULE SOFTWARE.

Customer equipment has installed devices that transmit data to Caterpillar Inc. ("Caterpillar").

Data transmitted to Caterpillar is used in accordance with Caterpillar's Data Governance Statement ("DGS"), which describes Caterpillar's practices for collecting, sharing and using data and information related to customers machines, products, Devices or other Assets and their associated worksites. The DGS can be reviewed at <https://www.caterpillar.com/en/legal-notices/data-governance-statement.html>.

Caterpillar's process for performing remote diagnostics and making available remote software and firmware updates and upgrades, such as configuration, patches, bug fixes, new or enhanced features, etc., for Assets and Devices is described in the Cat® Remote Services – Software Update Process for select ProductLink™ Telematics and Cat Equipment Control Module Software document (the "RSP Document"). The RSP Document can be reviewed at [https://www.cat.com/remoteservicesprocess\\_ga=2.245276421.1412167159.1561985855-475983137.1559312215](https://www.cat.com/remoteservicesprocess_ga=2.245276421.1412167159.1561985855-475983137.1559312215).

Company acknowledges and agrees to data transmission to Caterpillar via devices installed on Company equipment or by other means as outlined and described in the DGS, and grants to Caterpillar the right to collect, use, and share such information, including to its Distribution Networks or other affiliates, in accordance with the Caterpillar Data Governance Statement. Company's authorization also applies to any data and information previously collected by Caterpillar.

AGREE

DECLINE

Company acknowledges and agrees to participate in Remote Services (including, remote diagnostics and remote updates and upgrades) and authorizes Caterpillar to remotely access, program, and install updates and upgrades for Company's Assets and Devices in accordance with the Remote Services Process Document.

AGREE

DECLINE

The rights granted in this authorization survive the termination or expiration of the Company's subscriptions to any Digital Offerings. Except as set out in a written agreement between Company and Caterpillar expressly referencing the Data Governance Statement, this authorization supersedes and replaces any other authorizations with regard to the subject matter hereof.

#### FOR DEALER USE ONLY

\* Company : City of Hailey

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

Company Name (print) : City of Hailey

Company Representative CWS ID : \_\_\_\_\_

\* Company Representative (print) : MARTHA BURLE

Main Store Dealer Code : \_\_\_\_\_

\* Signature : Martha Burle

Dealer Representative Name : \_\_\_\_\_

\* Date : 8/18/23

Dealer Representative CWS ID : \_\_\_\_\_



# GEM Failsafe Maintenance Agreement



CUSTOMER NO.: 1046560

Thursday, August 17, 2023

- Preventive Maintenance Kits - Necessary filters, seals, gaskets and SOS kits required by the Caterpillar Lubrication and Maintenance guide are included. With the exception of dry filters, NOTE: Some hour interval services may consist mostly of taking oil samples and checking fluid levels. POK kits will not include fluids.
- If the POK is shipped with a reman part, the core will be charged to the customer when the part is shipped. Cores must be returned in the original container within 60 days for refund consideration.
- No phone calls needed, we will proactively monitor your machine hours to ship your POK kits if equipped with productlink.
- In the event of machine being sold under this agreement, the agreement will follow the machine serial number to the new owner when machine resided WSECO territory.
- Agreement will follow the Warranty terms.
- Yearly machine condition inspection will be performed.

Equipment Number	Serial Number	Model Number
E0114944	MZ600378	906

Agreement requires shipping address for the parts only kits. (No PO BOX)

Address: HSS 1811 Merlin Loop  
City: Hailey  
State: Idaho  
Zip Code: 83333

Customer

Western States Equipment



Martha Bruce, Mayor  
Signature and Title

[Signature]  
Signature and Title

## Terms and Conditions

Unless otherwise agreed in writing by the President or a Vice President of Western States Equipment Company, the purchase of services, goods and parts from Western States Equipment Company will be governed solely by the Western States Equipment Company's Customer Value Agreement Terms and Conditions ("Terms and Conditions"), which are available at <https://www.westernstatescat.com/termsandconditions/>. A hard copy of the Terms and Conditions is available upon written request to [legal@wseco.com](mailto:legal@wseco.com). Western States Equipment Company's Terms and Conditions are hereby incorporated by reference into this document and all other documents related to your purchase of services, goods and parts from Western States Equipment Company. By purchasing services, goods and parts from Western States Equipment Company, you agree to be bound by the Terms and Conditions as exactly written.



# Governmental Buyback



Dear City Of Hailey - Street Dept,

Thursday, August 17, 2023

Reference Agreement: Q000309383-7

Please accept this letter as a guarantee for purchase of your Caterpillar machine mentioned in the box below. This guarantee is made in conjunction with the Governmental Failsafe Warranty. We agree to purchase this unit from you at the end of the term for the amount of value based on maximum of S.M.U's stated below. If the time period or service meter unit limits are exceeded the above machine will be appraised to determine a new value. Term begins at date of delivery, or start of financial contract.

Model	Serial Number	Term - Amount - Maximum S.M.U.'s
906	MZ600378	Governmental Buyback 5 year 2500 hour \$70,000.00

Lessee agrees that each Unit, upon its return, shall:

1. Be in sound mechanical condition and to be in good working order under full load.
2. Have the same attachments and piece parts as when delivered.
3. If machine is equipped with tires: have tires in safe and operable condition with a minimum of (40%) of wear remaining tread life and all of the same style (no recapped tires).
4. If machine is equipped with tracks: have a minimum of forty percent (40%) life remaining on all undercarriage components including track shoes, links, pins and bushings, idlers, bogies, sprockets, carrier rollers, track rollers.
5. Have no cracked or broken glass.
6. Have no missing sheet metal and any damage to sheet metal.
7. Have no structural damage to frame.
8. Have met the full requirement of the warranty procedures, including scheduled oil sampling at the prescribed intervals.
9. Have no damage or modification to machine ROPS (roll over protection structure) per Caterpillar guidelines, repair or replacement of ROPS will be billed at time of return.

We require ninety (90) days written notice if you choose to exercise this guarantee and transfer title of the above-described equipment to Western States Equipment Company.

It is understood that under this agreement that the "terms of return" will be met and/or brought into compliance before this re-purchase agreement will be fully executed. Items that are out of compliance will be repaired and billed to City Of Hailey - Street Dept.

If you have any questions or if we may be of further assistance, please call.

Sincerely,

\_\_\_\_\_  
Vice President, Finance

\_\_\_\_\_  
Used Equipment Manager

*Martha Berke*  
\_\_\_\_\_  
Authorized Signature



**Return to Agenda**

**AGENDA ITEM SUMMARY**

**DATE:** 08/28/23

**DEPARTMENT:** PW

**DEPT. HEAD SIGNATURE:** BY

**SUBJECT:** Motion to adopt Resolution 2023-\_\_\_, authorizing the Mayor’s signature on Change Order # 1 with Idaho Materials and Construction, for the Croy to Quigley Path project, which increases the project price by \$4,084.50 for a change in material quantity and additional work during construction. **ACTION ITEM**

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

**BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:**

Idaho Materials and Construction has completed this project however a change order is needed to account for a change in material quantity as well as additional work near a sewer manhole.

The new contract total is \$567,972.50 from the original \$563,888.

**FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:**

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

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

**RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:**

Motion to adopt Resolution 2023-\_\_\_, authorizing the Mayor’s signature on Change Order # 1 with Idaho Materials and Construction, for the Croy to Quigley Path project, which increases the project price by \$4,084.50 for a change in material quantity and additional work during construction. **ACTION ITEM**

**ACTION OF THE CITY COUNCIL:**

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

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

**FOLLOW-UP:**

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

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

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

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY  
AUTHORIZING THE MAYOR'S SIGNATURE ON CHANGE ORDER NO. 1 WITH  
IDAHO MATERIALS AND CONSTRUCTION (IMC), FOR THE CROY TO QUIGLEY  
PATH PROJECT, WHICH INCREASES THE PROJECT PRICE BY \$4,084.50 FOR A  
CHANGE IN MATERIAL QUANTITY AND ADDITIONAL WORK DURING  
CONSTRUCTION.**

WHEREAS, the City of Hailey has a contract with IMC for construction of the Croy to Quigley Path project for \$563,888.,

WHEREAS, the new contract price as a result of Change Order No. 1 is \$567,972.50,

WHEREAS, the contractor has completed 100% of the work,

WHEREAS, the City of Hailey and IMC agree to the terms of Change Order No. 1, a copy of which is attached hereto.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HAILEY, IDAHO,** that the City of Hailey approves Change Order No. 1 between the City of Hailey and Idaho Materials and Construction, and authorizes the mayor to sign Change Order No. 1.

Passed this 28th day of August, 2023.

City of Hailey

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

ATTEST:

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



# Change Order

## Idaho Transportation Department

Paying Through:  WinCaps  SiteManager

See Contract Administration Manual Section 104.02

Key Number 22947	Project Number A022(947)	Contract Number N/A
Program Number T214550	Location Croy to Quigley Path, Hailey	
Contractor's Name Idaho Materials and Construction		Date of Contractor Authorization 7/10/2023
		Change Order Number 01

You are ordered to perform the work described or incorporated below in accordance with the Contract or as amended by this change order. The cost to perform this work includes all labor, equipment, materials, overhead, and all other incidental costs associated with completing the work.

**Change in Contract**

**Description:**

- Per AVO-01 and AVO-02, this change order will adjust the plan quantity amount for the following items: 202.4.1.A.1 Excavation (Plan Quantity), 802.4.1.B.1.A 2" Crushed Aggregate for Base Type II (Plan Quantity), and 802.4.1.B.1.B 3/4" Crushed Aggregate for Base Type I (Plan Quantity). See table below for new contract quantities.

**CHANGE IN CONTRACT QUANTITIES**

Bid Number	Bid Description	Contract Quantity	AVO 1 Change	AVO 2 Change	New Contract Quantity
202.4.1.A.1	EXCAVATION (PLAN QUANTITY)	750	0	19	769 CY
802.4.1.B.1.A	2" CRUSHED AGGREGATE FOR BASE TYPE II (PLAN QUANTITY)	709	-33	9	685 TON
802.4.1.B.1.B	3/4" CRUSHED AGGREGATE FOR BASE TYPE I (PLAN QUANTITY)	470	-21	16	465 TON

- This change order will also compensate the Contractor for the Type III Barricades used for the approved road closure traffic control plan based on agreed prices. Additional temporary signing for the approved road closure traffic control plan will be paid for using existing contract prices.
- This change order will also compensate the Contractor for installing a 2' high retaining wall around an existing sewer manhole located at Sta. 22+00. The elevation of the manhole prevents a 3:1 slope at the back of the pathway. This item will include all labor, equipment, and materials required to complete the work.

**Materials Requirements:** Provide Materials as specified in this change order and the project contract documents.

- No Change.
- 1103.4.1.C.1 (C01) Traffic Control Barricades, Type III – Provide materials meeting the requirements of the 2017 ISPWC Section 1103.
- CO-01 2' High Retaining Wall – Provide 6" x 12" x 16" (or similar size) concrete keystone retaining wall blocks in a color and design that is aesthetically pleasing and 3/4" Aggregate Base.

# Change Order

## Idaho Transportation Department

ITD 0400 (Rev.05-14)  
itd.idaho.gov

Key Number 22947	Project Number A022(947)	Contract Number N/A
Program Number T214550	Location Croy to Quigley Path, Hailey	
Contractor's Name Idaho Materials and Construction	Change Order Number 01	Date of Contractor Authorization 7/10/2023

**Construction Requirements:** Complete construction in accordance with this change order and the project contract documents.

1. No Change.
2. 1103.4.1.C.1 (C01) Traffic Control Barricades, Type III – Install per requirements set forth in the 2017 ISPWC Section 1103.
3. CO-01 2' High Retaining Wall – Install block per manufacturer's recommendations on a minimum of 4" of ¾" Aggregate Base. The slope behind the wall shall not exceed 3:1.

**Method of Measurement:** The Engineer will measure acceptably completed work as follows:

1. No Change.
2. 1103.4.1.C.1 (C01) Traffic Control Barricades, Type III – The Engineer will measure by the Each (EA).
3. CO-01 2' High Retaining Wall – The Engineer will measure by the Lump Sum (LS).

**Basis of Payment:** The Department will pay for the accepted quantities at the contract unit prices as shown below:

**ESTIMATE OF EXTRA WORK AT AGREED PRICES**

Bid Number	Bid Description	Quantity	Unit Price	Total Increase
202.4.1.A.1	EXCAVATION (PLAN QUANTITY)	19 CY @	\$ 90.00 /CY =	\$ 1,710.00
802.4.1.B.1.A	2" CRUSHED AGGREGATE FOR BASE TYPE II (PLAN QUANTITY)	-24 TON	\$ 57.00 /TON =	\$ (1,368.00)
802.4.1.B.1.B	3/4" CRUSHED AGGREGATE FOR BASE TYPE I (PLAN QUANTITY)	-5 TON @	\$ 68.00 /TON =	\$ (340.00)
TOTAL ESTIMATED INCREASE =				\$ 2.00

**ESTIMATE OF EXTRA WORK AT AGREED PRICES**

Bid Number	Bid Description	Quantity	Unit Price	Total Increase
1103.4.1.C.1 (C01)	TRAFFIC CONTROL BARRICADES, TYPE III	11 EA @	\$ 93.50 /EA =	\$ 1,028.50
CO-01	2' HIGH RETAINING WALL	1 LS @	\$ 3,054.00 /LS =	\$ 3,054.00
TOTAL ESTIMATED INCREASE =				\$ 4,082.50
NET ESTIMATED INCREASE =				\$ 4,084.50

**Contract Time Accounting:** No additional time is provided as part of this change order.



# Change Order

## Idaho Transportation Department

ITD 0400 (Rev.05-14)  
itd.idaho.gov

Key Number 22947	Project Number A022(947)	Contract Number N/A
Program Number T214550	Location Croy to Quigley Path, Hailey	
Contractor's Name Idaho Materials and Construction	Change Order Number 01	Date of Contractor Authorization 7/10/2023

By reason of this change, contract time will be adjusted by  
0  Working Days  Calendar Days

We agree that if this Change Order is approved, we will perform the work described or incorporated as shown above and be compensated at the prices specified.

Contractor's Signature <i>Justin Z. Parnon</i>	Date 8/18/23
---	-----------------

City, County, or Highway District Agency's Name  
City of Hailey

Authorized Representative's Signature	Title	Date
---------------------------------------	-------	------

Approved for State of Idaho

Authorized Representative Signature <b>APPROVED</b> Kevin Kuther IHTAC Design Manager <i>Kevin Kuther</i>	Title	Date 08/04/2023
--	-------	--------------------

08/04/2023 10:21:51 AM

**Return to Agenda**

**AGENDA ITEM SUMMARY**

**DATE:** 08/28/2023 **DEPARTMENT:** Community Development **DEPT. HEAD SIGNATURE:** RD

**SUBJECT:** Motion to authorize the mayor’s signature on a support letter to the Blaine County Commissioners regarding the revised layout of Quigley Ranch Subdivision, a 24-lot development project, to be located directly adjacent to Hailey’s City Limits in Quigley Canyon, and within Hailey’s Area of City Impact.

**AUTHORITY:**  ID Code \_\_\_\_\_ 67- \_\_\_\_\_  IAR \_\_\_\_\_  City Ordinance  
(IFAPPLICABLE)

**BACKGROUND:** The City has drafted a support letter regarding the development project adjacent to Hailey’s City Limits, located in Quigley Canyon and within Hailey’s Area of City Impact. The City supports the proposed project and commends the Developer for the revised site plan, which illustrates the proposed 24-lot subdivision to be positioned along the southern edge of Quigley Road *only*, further preserving public access – both pedestrian and vehicular - retaining the existing conservation easement, and safeguarding natural hillside topography to the north.

The City Attorney has also reviewed the letter and finds it compliant with the Quigley Farms Annexation Agreement, recorded August 16, 2017. Pursuant to the Annexation Agreement, a paragraph outlines generally how the County Property shall be developed. The agreement specifically notes that the “...City shall support such application”.

B. County Property. The County Property shall generally be developed as shown on attached **Exhibit “B-3.”** There shall be no more than a total of twenty-four (24) single family residential units to be constructed on twenty-four (24) lots on the portion of the County Property in the general location depicted on **Exhibit “B-3.”** The County Property shall be subject to the requirements and limitations of the Blaine County Subdivision and Zoning Ordinances. The Parties agree that a subsequent residential subdivision application in the County Property with the same density and at the same general location as shown on **Exhibit “B-3”** shall not require further formal City review under the ACI, and the City will confirm that said units will NOT be served by City water and sewer if such confirmation is required by Blaine County, South Central Health District, IDEQ and/or any other authorizing jurisdiction. In addition, prior to or concurrent with a subdivision application on the County Property, Quigley shall seek a rezone with Blaine County to a R-1 zoning district, or pursue other appropriate processes within the County to allow for smaller lot sizes on the County Property, and the City shall support such application. Any portions of the County Property incorporated into lots which lies outside the “Limits of Disturbance” identified on the Conservation Easement (at Exhibit D) shall remain as open space.

**Documents Attached:**

Support Letter to Blaine County Commissioners regarding the proposed development in Quigley Canyon.

**FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:**

Caselle # \_\_\_\_\_  
Budget Line Item # \_\_\_\_\_ YTD Line-Item Balance \$ \_\_\_\_\_  
Estimated Hours Spent to Date: \_\_\_\_\_ Estimated Completion Date: \_\_\_\_\_  
Staff Contact: Robyn Davis Phone # 788-9815 #2015

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

\_\_\_ City Attorney      \_\_\_ City Administrator      \_\_\_ Engineer      \_\_\_ Building  
\_\_\_ Library            \_\_\_ Planning            \_\_\_ Fire Dept.      \_\_\_\_\_

Safety Committee     P & Z Commission     Police    \_\_\_\_\_  
 Streets     Public Works, Parks     Mayor    \_\_\_\_\_

**RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:** Motion to authorize the mayor's signature on a support letter to the Blaine County Commissioners regarding the revised layout of Quigley Ranch Subdivision, a 24-lot development project, to be located directly adjacent to Hailey's City Limits in Quigley Canyon, and within Hailey's Area of City Impact.

**ADMINISTRATIVE COMMENTS/APPROVAL:**

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

**ACTION OF THE CITY COUNCIL:**

**Motion Language:** Motion to authorize the mayor's signature on a support letter to the Blaine County Commissioners regarding the revised layout of Quigley Ranch Subdivision, a 24-lot development project, to be located directly adjacent to Hailey's City Limits in Quigley Canyon, and within Hailey's Area of City Impact.

Date \_\_\_\_\_

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

**FOLLOW-UP:**

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

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

August 28, 2023

Blaine County Land Use & Building Services  
Attn: Blaine County Commissioners  
219 1<sup>st</sup> Avenue South, Ste. 208, Hailey, ID 83333  
Sent Via Email: [pzcounter@co.blaine.id.us](mailto:pzcounter@co.blaine.id.us)

RE: Comments on the proposed Quigley Ranch Subdivision proposed in Blaine County pursuant to the Area of City Impact Agreement

Dear Blaine County Commissioners:

Thank you for the opportunity to comment on the proposed and recently revised 24-lot subdivision proposal directly adjacent to Hailey City limits in Quigley Canyon - Quigley Ranch Subdivision. We have reviewed the proposal before Blaine County, and we support the application, proposed density, and revised site plan, as it is consistent with the 2017 Quigley Farms Annexation Agreement.

The City supports the proposed project and commends the Developer for the revised site plan, which illustrates the proposed 24-lot subdivision to be positioned along the southern edge of Quigley Road *only*, further preserving public access – both pedestrian and vehicular - retaining the existing conservation easement, and safeguarding natural hillside topography to the north.

The revised proposal further supports public access and facilitates opportunities to recreate and enjoy our great outdoors, all of which are important, valuable components of our community's heritage and culture. In this capacity and greater, Quigley Canyon is a community asset that is integral to our community. It is one of the most heavily used recreational canyons in the Hailey area. We see significant recreational use from the Quigley Road portal, where over 100 vehicles per day park at the mouth of the canyon, approximately 20 cars at a time. Recreational access from the Fox Acres Road portal, managed by the Blaine County Recreation District (BCRD), also sees similar, or greater volumes of users. Hailey supports these ongoing recreational activities, particularly those that allow users to arrive on foot or by bicycle and appreciates that the Developer retains and supports public access via the revised proposal.

We further support the conservation easement that encompasses approximately 1,275 acres of private property out Quigley Canyon. The development of this conservation easement was critical to Hailey's annexation of Quigley Farms in 2017. Under that agreement, recreational uses will continue in the canyon, with access both from Quigley Road and from the south side of the canyon, via Fox Acres Road, at the BCRD property. While the BCRD property is an important portal, it does not negate the need for perpetual public access out Quigley Road. Both public access points are necessary to serve a variety of user groups, and the city wholly supports maintenance of these public access points.

The Quigley Ranch Subdivision in unincorporated Blaine County was anticipated in the City's 2017 Annexation Agreement with Quigley Farms, LLC, and as we understand the proposal, Quigley Road will

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

be paved from the mouth of Quigley Canyon to the city/county boundary, a length of approximately a half (0.5) mile. To ensure that ample parking exists, as well as adequate vehicular and pedestrian circulation to recreate east of the proposed subdivision, the Developer is proposing to modify Quigley Road to complement the City of Hailey's Street Standards, which allows for parallel parking alongside or within the shoulders of public streets. Hailey desires to allow parking alongside Quigley Road, as overflow parking when necessary, and suggests that the Commission consider a Condition of Approval forever prohibiting the installation of 'No Parking' signs on either side of Quigley Road. Further, it appears that approximately ten (10) parking stalls are proposed east of the proposed 24-lot subdivision, of which two (2) are oversized parking stalls to accommodate for larger vehicles and/or trailers. Hailey applauds the Developer for providing this parking area to better serve the various users of the canyon.

In addition to providing ample parking in the area, we also believe the road should include the construction of a separated path, to best accommodate for shared uses. Quigley Road is relied upon by our entire community as a public road providing vital access to public lands. To ensure this need is met, the Developer is proposing to construct a five-foot (5') wide separated gravel path alongside Quigley Road, from the mouth of Quigley Canyon and either terminating at the parking area east of the proposed subdivision, or the eastern-most cul-de-sac.

Strategic parking accommodations, shared pathways, and public access opportunities are integral for our citizenry to easily recreate in this area - an area that is an extremely valuable asset to our community. The City of Hailey supports the revised application, proposed density and site plan proposed by the Developer. This revised plan better serves our community, the greater Wood River Valley, and visitors of the area.

Thank you for the opportunity to comment on this subdivision. We appreciate the ongoing, collaborative relationship on land use issues of mutual concern.

Sincerely,

Mayor Martha Burke

Cc: Blaine County Recreation District and Wood River Land Trust



**Return to Agenda**

**AGENDA ITEM SUMMARY**

**DATE:** 08/28/2023 **DEPARTMENT:** Community Development **DEPT. HEAD SIGNATURE:** RD

**SUBJECT:**

Alcohol Beverage Licenses

**AUTHORITY:**  ID Code \_\_\_\_\_  IAR \_\_\_\_\_  City Ordinance/Code 5.04, 5.08, 5.12  
(IFAPPLICABLE)

**BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:**

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:** (IFAPPLICABLE)

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

**RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:**

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

Grocery Outlet                  Albertsons                  Lago Azul Mexican

**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 # \_\_\_\_\_



# 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:** \_\_\_\_\_

### APPLICATION IS:

New License  
 Renewal

Applicant Name: Shane Anderson

Business Name: Wood River Valley Enterprises

Business Address: 615 N Main Street

Mailing Address: 615 N Main St Hailey ID 83333

Business Phone: 208-481-2537

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)

Shane Anderson  
 Applicant Signature

8-11-23  
 Date

Subscribed and sworn to before me this  
15 day of August, 2023.

[Signature]  
 City Clerk or Designee

<i>OFFICIAL USE ONLY</i>	
State License No.	<u>30695</u>
County License No.	<u>84</u>
City License No.	<u>1687</u>
Date Approved by Council	_____
Chief of Police Approval	<u>[Signature]</u>

# Idaho State Police

Cycle Tracking Number: 144012

Premises Number: 5B-30695 **Retail Alcohol Beverage License**

License Year: 2024  
License Number: 30695

*This is to certify, that* Wood River Valley Enterprises LLC  
*doing business as:* Hailey Grocery Outlet

*is licensed to sell alcoholic beverages as stated below at:*  
615 N. Main St, 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.

  
Signature of Licensee, Corporate Officer, LLC Member or Partner

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

WOOD RIVER VALLEY ENTERPRISES LLC HAILEY GROCERY OUTLET 615 N. MAIN ST  HAILEY, ID 83333 <i>Mailing Address</i>
--

TOTAL FEE: \$150.00

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

**Expires: 07/31/2024**

  
Director of Idaho State Police



2024

BLAINE COUNTY  
STATE OF IDAHO

No. 84

### RETAIL ALCOHOLIC BEVERAGE LICENSE

THIS IS TO CERTIFY THAT WOOD RIVER VALLEY ENTERPRISES LLC  
doing business as HAILEY GROCERY OUTLET  
at 615 N MAIN ST. 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- 84 .....	0.00
Retail Wine .....	100.00
Wine by the Drink .....	0.00
Special Wine (Sunday) .....	0.00

TOTAL FEE: 125.00

S. M. [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 18th day of July, 2023.

[Signature]  
Chairman

[Signature]  
Commissioner

[Signature]  
Commissioner

**CITY OF HAILEY**  
**Alcohol Beverage License**

*Wood River Valley Enterprises*

DBA

**Hailey Grocery Outlet**

at

**615 N Main Street**

for

Grocery Beer  
Wine by Drink

***This license is valid through August 31, 2024***

**License No. 1689**

City Clerk

Mayor

Issue Date





# 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"/>

**APPLICATION IS:**

New License  
 Renewal

**Total Amount Due:** \$260.00

Applicant Name: Inc. New Albertson's

Business Name: Albertsons LLC

Business Address: 911 Main St. N

Mailing Address: Albertsons LLC Phoenix AZ 85038-9096

Business Phone: 788-6709

Property Owner (if different from applicant): CF Albert PropCo 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

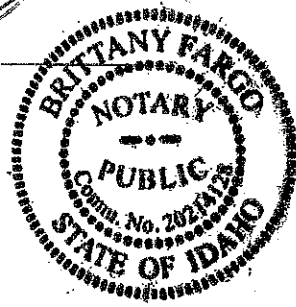
08/08/2023

Date

Subscribed and sworn to before me this

8 day of August, 2023

City Clerk or Designee



<i>OFFICIAL USE ONLY</i>	
State License No.	<u>4613</u>
County License No.	<u>79</u>
City License No.	<u>17</u>
Date Approved by Council	_____
Chief of Police Approval	_____

# Idaho State Police

Cycle Tracking Number: 143804

Premises Number: 5B-94

## Retail Alcohol Beverage License

License Year: 2024

License Number: 4613

*This is to certify, that* Albertsons LLC  
*doing business as:* Albertsons #130

*is licensed to sell alcoholic beverages as stated below at:*  
911 Main St N, 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.

Signature of Licensee, Corporate Officer, LLC Member or Partner

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	Yes <u>\$20.00</u>
Growlers	Yes <u>\$0.00</u>
Restaurant	No
On-premises consumption	No
Multipurpose arena	No
Plaza	No

TOTAL FEE: \$170.00

ALBERTSONS LLC  
 ALBERTSONS #130  
 PO BOX 29096  
 MS #6531  
 PHOENIX, AZ 85038-9096  
*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. 79

### RETAIL ALCOHOLIC BEVERAGE LICENSE

THIS IS TO CERTIFY THAT ALBERTSONS LLC  
 doing business as ALBERTSONS #130  
 at 911 MAIN ST N. 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.

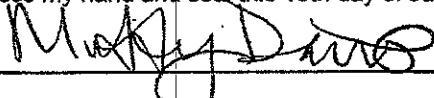
dated: Beer: 12/16/1946    Retail Liquor: 06/27/1947    Retail Wine: 04/12/1947    Wine By Drink: 06/11/1973.

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- 79 .....	0.00
Retail Wine .....	100.00
Wine by the Drink .....	0.00
Special Wine (Sunday) .....	0.00

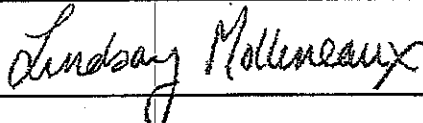
  
 \_\_\_\_\_  
 Signature of Licensee or Officer of Corporation

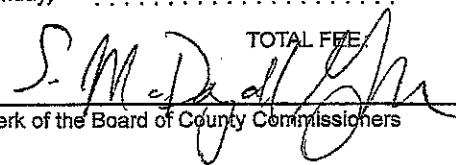
This license is TRANSFERABLE. VALID as of 08/01/2023 and EXPIRES 07/31/2024.

Witness my hand and seal this 18th day of July, 2018.

  
 \_\_\_\_\_  
 Chairman

  
 \_\_\_\_\_  
 Commissioner

  
 \_\_\_\_\_  
 Commissioner

  
 \_\_\_\_\_  
 Clerk of the Board of County Commissioners

TOTAL FEE 125.00



**South Central  
Public Health District**

*Prevent. Promote. Protect.*

# Permit

EST.#: 3161

ALBERTSONS LLC  
Attn : Business Licenses  
251 Little Falls Drive  
Wilmington DE 19808  
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: **ALBERTSONS LLC**

For the operations of a: **SUPERMARKET**

d.b.a **ALBERTSONS #130 - GROCERY**

**911 MAIN ST N  
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**  
**Alcohol Beverage License**

*Lago Azul Mexican Restaurant*

DBA

**Lago Azul Mexican Restaurant**

at

**14 Croy St. W**

for

Beer by Drink  
Wine by Drink

***This license is valid through August 31, 2024***

**License No. 224**

City Clerk

Mayor

Issue Date



# 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"/>	_____

**Total Amount Due:** \_\_\_\_\_

**APPLICATION IS:**

New License  
 Renewal

Applicant Name: Christopher Castillo

Business Name: Lago Azul Mexican Restaurant

Business Address: 14 Croy St. W

Mailing Address: 14 Croy St. W Hailey ID 83333

Business Phone: 578-1700

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)

Sancho Castillo  
 Applicant Signature

8/23/23  
 Date

Subscribed and sworn to before me this

23 day of August, 2023

Michele Johnson  
 City Clerk or Designee

OFFICIAL USE ONLY	
State License No.	<u>13492</u>
County License No.	_____
City License No.	<u>224</u>
Date Approved by Council	_____
Chief of Police Approval	_____



# Idaho State Police

Cycle Tracking Number: 144446

Premises No.: 5B-13492

## Retail Alcohol Beverage License

License Year: 2024

License Number: 13492

*This is to certify, that* Lago Azul Mexican Restaurant LLC  
*doing business as:* Lago Azul Mexican Restaurant

*is licensed to sell alcoholic beverages as stated below at:*  
14 W Croy St, 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

LAGO AZUL MEXICAN RESTAURANT LLC  
LAGO AZUL MEXICAN RESTAURANT  
14 W CROY ST

HAILEY, ID 83333

*Mailing Address*

*Valid*

08/02/2023 - 07/31/2024

***Expires***

**07/31/2024**



**South Central  
Public Health District**

*Prevent. Promote. Protect.*

# Permit

EST.#: 000653

SANDRA CASTILLO  
14 W CROY 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: **SANDRA CASTILLO**

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

d.b.a **LAGO AZUL MEXICAN RESTAURANT**

**14 W CROY 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**  
**Alcohol Beverage License**  
*Albertsons LLC*

DBA

**Albertsons #130**

at

**911 Main St. N**

for

Grocery Wine  
Grocery Beer

***This license is valid through August 31, 2024***

License No. 17

City Clerk

Mayor

Issue Date

**Return to Agenda**

**AGENDA ITEM SUMMARY**

**DATE:** 08/28/2023    **DEPARTMENT:** Legal/Clerk    **DEPT. HEAD SIGNATURE:** CPS

**SUBJECT:** Motion to adopt Resolution No. \_\_\_\_\_, authorizing/ratifying the Mayor's signature on Extension of Agreement of Mountain Rides Transportation Authority to Provide Multimodal Public Transportation Services in Blaine County.

**AUTHORITY:** x IC 67-2328     IAR \_\_\_\_\_     City Ordinance/Code    HMC  
(IF APPLICABLE)

**BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:** This is simple extension of Hailey's participation in the Mountain Rides Joint Powers Agreement, with no substantive amendment to the agreement. Hailey will retain a single seat, of eight on the governing board. The extension was presented by the Executive Director to the Mayor for signature. By all accounts the agreement has worked to the mutual benefit of all participants, Sun Valley, Ketchum, Blaine County, Hailey and Bellevue for many years. Mountain Rides has been very successful in providing ever expanding public transportation within the Wood River Valley, and beyond serving the needs of our citizens.

**FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:**

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

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

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

**RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:**

Motion to adopt Resolution No. \_\_\_\_\_, authorizing/ratifying the Mayor's signature on Extension of Agreement of Mountain Rides Transportation Authority to Provide Multimodal Public Transportation Services in Blaine County.

**FOLLOW-UP REMARKS:**

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

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY  
AUTHORIZING THE MAYOR TO EXECUTE EXTENSION OF MOUNTAIN RIDES  
TRANSPORTATION AUTHORITY TO PROVIDE MULIMODAL PUBLIC  
TRANSPORTATION SERVICES IN BLAINE COUNTY**

WHEREAS, the City of Hailey, like all Idaho Municipal Corporations has the power pursuant to Idaho Code to enter into contracts and cooperative agreements with State Government agencies and specifically to enter into joint powers agreements, and

WHEREAS, the City of Hailey entered into such an agreement, with the cities of Sun Valley, Ketchum and Bellevue, as well as Blaine County in 2011, expanding the Ketchum-Sun Valley Public Transit Authority, creating the Mountain Rides Transportation Authority, and

WHEREAS, said joint powers agreement has been previously extended in 2015 and 2019, and is now ripe for further extension due to the ongoing expansion of said transit system and population growth of the Wood River Valley, and

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE  
CITY OF HAILEY THAT THE MAYOR IS HEARBY AUTHORIZED TO EXECUTE  
EXTENSION OF MOUNTAIN RIDES TRANSPORTATION AUTHORITY TO  
PROVIDE MULIMODAL PUBLIC TRANSPORTATION SERVICES IN BLAINE  
COUNTY**

Passed this \_\_\_\_\_ day of August, 2023.

City of Hailey

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

ATTEST:

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



**Extension of Agreement of Mountain Rides Transportation Authority  
to Provide Multimodal Public Transportation  
Services in Blaine County**

**WHEREAS**, on October 8, 2007, the undersigned governmental entities agreed to and caused to be recorded with the Blaine County Recorder that certain agreement known as the Amended Agreement of the Ketchum-Sun Valley Public Transit Authority to Provide Multimodal Public Transportation Services in Blaine County ("Joint Powers Agreement") on November 1, 2007, as Instrument No. 552903 in Blaine County, Idaho;

**WHEREAS**, on October 8, 2007, the "Ketchum-Sun Valley Public Transit Authority" was renamed the "Mountain Rides Transportation Authority";

**WHEREAS**, on September 28, 2011, the parties extended the Joint Powers Agreement until October 7, 2015, and on October 1, 2015, extended the Joint Powers Agreement until September 30, 2019, and on October 1, 2019, extended the Joint Powers Agreement until September 30, 2023; and

**WHEREAS**, the undersigned governmental agencies desire to extend the Joint Powers Agreement as set forth below.

**NOW THEREFORE**, the undersigned governmental agencies agree as follows:

1. The Joint Powers Agreement, currently set to expire September 30, 2023, attached hereto as Exhibit 1 and incorporated by reference, is hereby extended for four (4) years, until September 30, 2027.
2. Section 3, (a)-(c) of the Joint Powers Agreement is amended and replaced with the following:
  - a. *Ketchum Seat #1* – *December 31, 2023*
  - b. *Ketchum Seat #2* – *December 31, 2025*
  - c. *Sun Valley Seat #1* – *December 31, 2023*
  - d. *Sun Valley Seat #2* – *December 31, 2024*
  - e. *Hailey* – *December 31, 2024*
  - f. *Bellevue* – *December 31, 2026*
  - g. *Blaine County* – *December 31, 2024*
  - a. *At Large* – *December 31, 2025*
3. The reference to "motor buses" in Section 5 shall be replaced with "motor and electric buses."

4. The first Sentence of Section 6(a) is amended and replaced with the following:

*In adopting the annual budget, it is anticipated that Ketchum, Sun Valley, and Hailey will continue, as a base, the fiscal year 2023 level of financial support which has historically been provided through their respective local option tax ("LOT").*

5. Except as so changed herein, all provisions of the Joint Powers Agreement as amended from time to time shall remain in full force and effect.

**City of Sun Valley**

(Seal)

By: *John M. Hendricks*  
Mayor  
Date: 8/3/23

Attest: *Mary Flannigan*  
City Clerk



**City of Ketchum**

By: *Mark Burke*  
Mayor  
Date: 8/16/23

Attest: \_\_\_\_\_  
City Clerk



**City of Hailey**

By: \_\_\_\_\_  
Mayor  
Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
City Clerk

**City of Bellevue**

(seal)

By: \_\_\_\_\_  
Mayor  
Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
City Clerk

**Blaine County Commissioners**

By: \_\_\_\_\_  
Commissioner  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Commissioner  
Date: \_\_\_\_\_

(seal)

By: \_\_\_\_\_  
Commissioner  
Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
County Clerk

# Exhibit 1

## AGREEMENT OF MOUNTAIN RIDES TRANSPORTATION AUTHORITY TO PROVIDE MULTIMODAL PUBLIC TRANSPORTATION SERVICES IN BLAINE COUNTY

This Agreement ("Agreement"), made and entered into on October 1, 2015, by and between the CITY OF KETCHUM, IDAHO, a municipal corporation ("Ketchum"), the CITY OF SUN VALLEY, IDAHO, a municipal corporation ("Sun Valley"), the CITY OF HAILEY, a municipal corporation ("Hailey"), the CITY OF BELLEVUE, a charter city ("Bellevue"), and the COUNTY OF BLAINE, a body politic and corporate ("Blaine County") all described, individually as "Party," or jointly as "Parties";

### WITNESSETH:

WHEREAS, on June 5, 1989 the Cities of Ketchum and Sun Valley entered into an agreement for the formation of the Ketchum-Sun Valley Public Transit Authority ("Authority") and have since that commencing date jointly funded and operated a public transportation system commonly known as KART within and between the two municipalities through the Authority; and

WHEREAS, since June 2002, Ketchum, Sun Valley and Blaine County have participated in the funding of the PEAK Bus, a regional public transportation service along Idaho State Highway 75 between Bellevue and Ketchum and Sun Valley operated by Wood River Rideshare, a 501c3 non profit corporation; and

WHEREAS, on December 11, 2003, Ketchum and Sun Valley entered into an agreement extending the Ketchum-Sun Valley Public Transit Authority Agreement of June 5, 1989 to (1) ensure the June 5, 1989 Agreement remained in full force and effect, (2) set the term of commitment by Ketchum and Sun Valley to December 31, 2006; and 3) allow for renegotiation or dissolution of the Ketchum-Sun Valley Public Transit Authority Agreement in the event of the formation of a Regional Transportation Authority or similar agency; and

WHEREAS, in August 2005, Blaine County became the sole manager of the PEAK Bus service and solicited and received funding assistance from Ketchum, Sun Valley and Bellevue for fiscal year 2005-06; and

WHEREAS, on January 31, 2006, Ketchum, Sun Valley, Bellevue and Blaine County entered into an agreement (known as the "Amended Agreement of the Ketchum-Sun Valley Public Transit Authority") to operate the KART services in Ketchum and Sun Valley and the Highway 75 services from Bellevue to Ketchum; and

WHEREAS, in May 2006, the Ketchum-Sun Valley Public Transit Authority became the sole manager of the PEAK Bus service and solicited and received funding assistance from Ketchum, Sun Valley, Bellevue and Blaine County for fiscal year 2006-07; and

WHEREAS, on February 21, 2007, the Authority adopted a Vision, Mission and Goals Statement to reflect its broader role as the primary multimodal public transportation agency within Blaine County and outside of Blaine County to counties with commuters traveling to Blaine County. This statement may be periodically updated; and

**Instrument # 629888**

HAILEY, BLAINE, IDAHO

9-29-2015 01:59:24 PM No. of Pages: 8

Recorded for : BLAINE COUNTY COMMISSIONERS

JOLYNN DRAGE Fee: 0.00

Ex-Officio Recorder Deputy

Index to: COMMISSIONER AGREEMENTS

WHEREAS, in August 2007, Wood River Rideshare merged with KART allowing the Authority to expand its services to all of those operated by Wood River Rideshare, to include vans, carpools, bicycles, walking, transportation information, counseling and advice and other multimodal public transportation services operating within Blaine County and outside of Blaine County to counties with commuters traveling to Blaine County; and

WHEREAS, the Parties have adopted comprehensive plans, transportation plans and/or governing policies identifying the goals, policies and/or action items to support county-wide transportation planning which includes multimodal public transportation services to meet the resident, visitor and commuter needs through regional transportation planning; and

WHEREAS, on September 28, 2011 the parties extended the Joint Powers Agreement until October 7, 2015; and

WHEREAS, the public transportation demands for residents, visitors and workers commuting to employment centers in the region are increasing and it is the desire of the Parties to provide for efficient and responsive multimodal public transportation services which are easily identifiable, are coordinated in a manner to encourage the ease of ridership with incentives such as a variety of high quality services, park and ride lots, and high occupancy vehicle lanes, in order to reduce the congestion, costs and pollution caused in part, by individual vehicular trips within Blaine County; and

WHEREAS, the City parties hereto are municipal corporations organized and existing under and by virtue of the laws of the State of Idaho and as such are authorized and empowered by Idaho Code, Section 50-322, to purchase, lease, or otherwise procure multimodal public transportation systems, and to provide by general ordinance for the regulations governing the maintenance and operation of the same; and

WHEREAS, it is the mutual desire of the Parties hereto, acting pursuant to Idaho Code, Section 67-2328, to maintain an Authority to procure, establish, operate, maintain and plan for a multimodal public transportation system in and between the corporate limits of Sun Valley, Ketchum, Hailey, Bellevue, and Carey and within Blaine County and outside of Blaine County to counties with commuters traveling to Blaine County; and

WHEREAS, it is the mutual desire of the Parties hereto that there are no disruptions to public transportation services as the mutual terms, covenant and conditions of this Agreement are implemented including that the current level of services historically provided by KART for the residents and visitors of Ketchum and Sun Valley and the services to Wood River Valley that were provided by the PEAK Bus are maintained.

NOW, THEREFORE, in order to accomplish the aforesaid purposes, and in consideration of the mutual terms, covenants and conditions set forth herein, the Parties hereto agree as follows:

**1. Corporate Name.**

Authority shall be renamed the "Mountain Rides Transportation Authority" which replaces the previous name: "Ketchum-Sun Valley Public Transit Authority" (or "KART").

## **2. Transportation Authority Membership.**

The governing Board of Directors of the Authority (the "Board") shall be configured as defined below:

- A. Subject to sub-paragraph E below, two (2) members from the City of Ketchum and two (2) members from the City of Sun Valley shall be appointed by the Mayors of Ketchum and Sun Valley with the concurrence of the City Council of each city.
- B. Subject to sub-paragraph E below, one (1) member each to be appointed by the Mayors of Hailey, and Bellevue with the concurrence of the City Council of each such City. The Board may also include one (1) member to be appointed by the Mayor of Carey as determined by the Board.
- C. Subject to sub-paragraph E below, one (1) member from Blaine County to be appointed by the Board of County Commissioners.
- D. One "Member-at-Large." The Authority will solicit nominations from a variety of organizations and individuals that it deems appropriate and have an interest in multi-modal transportation to fill this position, and such selection shall be made by the Board.
- E. Parties will join and become voting members of the Board upon execution of this Agreement by its respective governing body.
- F. The Mayors, Council Members, Commissioners and employees of the Parties hereto shall not be excluded from membership on the Authority by virtue of their relationship with the Cities and County involved.
- G. Employees, directors, shareholders, partners, owners and others with financial interests in any business, company or entity which the Authority has employed or contracted with to provide equipment or services shall be subject to the Authority's Conflict of Interest Policy as it may be amended from time to time.

## **3. Term of Office.**

The term of office for each member of the governing Board of the Authority shall be for three (3) years. The current terms are set to expire as follows:

- a. Ketchum seat #1 – Oct 2017
- b. Ketchum seat #2 – Oct 2016
- c. Sun Valley seat #1 – Oct 2017
- d. Sun Valley seat #2 – Oct 2016
- e. Hailey – Oct 2015
- f. Bellevue – Oct 2017
- b) Blaine County – Oct 2015
- c) At large – October 2016

Subsequent appointments shall be for three (3) years and a Board member shall hold a seat on the Board until his or her successor has been appointed and qualified. Vacancies occurring otherwise than through the expiration of appointed terms, shall be filled for the remainder of the term by the Party that appointed the Board member.

#### **4. Organization.**

The Authority shall be governed by the Mountain Rides Transportation Authority By-laws specifying the method and manner by which it shall conduct its business and affairs, provided, however, that said By-laws shall be amended so as not be inconsistent with or contrary to the provisions of this Agreement, or any applicable local, state or federal law and shall provide that at least a simple majority must concur for the Authority to act.

#### **5. Purposes and Powers.**

The purpose of the Authority is to establish, implement, maintain, fund and operate a comprehensive multimodal public transportation system by motor buses, fixed guideway systems, van and car pools, bicycles, amenities for walking or other appropriate means, including transportation counseling and advice for scheduled or unscheduled and charter services within Blaine County and outside of Blaine County to counties with commuters traveling to Blaine County for the benefit of commuters and the inhabitants and visitors to Blaine County. In furtherance of that purpose, the Parties hereto hereby delegate to the Authority their power to purchase, lease, or otherwise procure multimodal transportation systems, and to promulgate regulations governing the maintenance and operation of the same. Such delegated powers shall more specifically include, but not be limited to, the following:

- A. As a separate legal entity under state and federal statutes, to apply for, receive and operate under financial assistance from the federal or state government, and from any agency or political subdivision thereof, or from any private sources;
- B. To acquire by purchase, gift, lease, sublease or otherwise, to the extent and in the manner that a city or county operating under the laws of the State of Idaho might do so, real or personal property necessary for the establishment, operation and maintenance of a multimodal public transportation system including but not limited to land and easement acquisitions, facilities, employee housing and rolling stock;
- C. To fund operational and maintenance costs of operating a comprehensive multimodal public transportation system;
- D. To contract with public or private agencies, companies or entities for the provision of multimodal public transportation services or for expansion of multimodal public transportation services in the Authority's service area;
- E. To undertake or contract for studies relating to the multimodal public transportation needs of the Parties and the methods by which said needs can best be served;



- F. To participate in, contribute to and support the regional transportation plans, as from time to time may be proposed, adopted and amended.

#### **6. Manner of Financing.**

The Authority shall annually adopt a budget. Each Party hereto will annually budget and contribute to the Authority an amount of money necessary to operate and maintain a comprehensive multimodal public transportation system. During each fiscal year, the Parties shall contribute their respective amount of money as determined by the adopted budget, subject to approval of each Party's governing Board. It is anticipated that each Party hereto may have a contract for services with the Authority that provides for a funding arrangement between each Party and the Authority. Upon approval of the Board, a Party may contribute its share of the budget through in-kind services, equipment, personal or real property or leases.

- A. In adopting the annual budget, it is anticipated that Ketchum and Sun Valley will continue, as a base, the fiscal year 2005-2006 level of financial support which has historically been provided through their respective local option tax ("LOT") revenue for KART and the PEAK Bus. Further, it is anticipated that the County will continue its financial support for the multimodal public transportation services operated by the Authority in and beyond the County.
- B. Any Party may contribute additional funds to the Authority. Said additional funds shall be deemed as contribution not subject to matching from any other Party and shall be calculated for division of property upon termination of the Authority under Paragraph 8 herein below, if such contribution(s) were for capital acquisitions.
- C. Any funds received by the Authority shall be used for the purpose of maintaining the Authority and planning for, establishing, acquiring, operating or maintaining a multimodal public transportation system, or for paying costs associated with a contract whereby multimodal public transportation services are provided by others. The budgeting, allocation and use of said funds by the Authority shall be in accordance with the purposes and powers herein provided for, and in no event shall the Authority use, spend, encumber or commit funds of the Parties hereto in amounts exceeding those actually budgeted and contributed to the Authority by the Parties.

#### **7. Duration.**

The duration of the Authority created by this Agreement shall be October 1, 2015 through September 30, 2019, provided, however, that the same may be extended for an additional period or periods of time, as the Parties hereto deem appropriate. Any such extension of this Authority shall be in writing, adopted by the governing body of each of the Parties hereto.

Any Party may withdraw from the Authority upon six (6) month's written notice. Such notice shall be effective upon the next October 1 which follows the expiration of the six (6) months' notice. For example, an entity would have to give notice no later than April 1 if it did not want to be a party to the Joint Powers Agreement the next fiscal year. Upon withdrawal of a party the Board seats

appointed by such withdrawing party shall be terminated. Withdrawal of either Ketchum or Sun Valley shall constitute dissolution of the Authority.

#### **8. Dissolution of the Authority.**

Subject to section 7 above, the Authority may be dissolved and terminated by majority vote of the Parties. Upon the dissolution of the Authority created by this Agreement or any extension or renewal thereof, for whatever reason, the property, real and personal, owned by the Authority shall be sold or distributed in the manner provided for by law for the disposition of property by cities and counties, and the proceeds of any such sale shall be divided between the Parties hereto in proportion equal to the annual operating and capital contributions of each to the Authority since its inception. Provided, however, that prior to any sale of property, real or personal, Parties may agree to distribute said property between themselves in a manner deemed by them to be equitable and approved in writing by the governing body of each. Property of KART or the Cities of Sun Valley or Ketchum existing at the date of this Agreement, or provided by them after the effective date of this Agreement, shall remain their sole and exclusive property and shall not be divided between the Parties hereto. A schedule of such property shall be prepared and attached hereto as Exhibit "A" upon execution of this Agreement. Such property includes, but is not limited to, buses, vans, vehicles, equipment, tools, furnishings, real property, bus maintenance facility and work force housing units.

#### **9. Mediation and Arbitration.**

Any controversy or claim arising out of or relating to this Agreement or breach thereof, shall first be submitted to mediation upon the written request of any Party and conducted by one (1) neutral mediator. If the Parties are unable to select a mediator, then selection shall follow the procedure published by the American Arbitration Association Commercial Mediation Rules. Mediation shall be held in Blaine County. This Agreement to mediate and any other agreement or consent to mediate entered into in accordance with this Agreement shall be specifically enforceable under the prevailing law of Idaho. Each party shall bear its own costs and the parties shall split equally the cost and expenses of the mediator. In the event that the parties are unable to resolve their disagreements through mediation, the parties agree to arbitrate the matter pursuant to the rules of and with the American Arbitration Association, or another mutually acceptable arbitrator.

#### **10. Execution and Effect.**

Upon execution of this Agreement by Ketchum and Sun Valley, the "Agreement Extending the Ketchum-Sun Valley Public Transit Authority" dated December 11, 2003, and the "Agreement by Ketchum, Sun Valley, Bellevue and Blaine County", and the "Amended Agreement of the Ketchum-Sun Valley Transit Authority" dated January 31, 2006, and the "Extension of Amended Agreement of the Ketchum-Sun Valley Public Transit Authority (Renamed in 2007 to to "Mountain Rides Transportation Authority") to Provide Multimodal Public Transportation Services in Blaine County", recorded with the Blaine County Recorder on September 28, 2011, shall be deemed cancelled and replaced by this Agreement. This Agreement may be executed in counterparts, each of which shall be deemed to be an original.

#### **11. Amendment.**

This Agreement may only be amended upon the approval of a majority of the Parties. To be effective, any such amendment shall be in writing signed by the Chair of the Board certifying that such amendment had been approved by majority vote of the Parties.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by the duly-authorized representatives this 1, 11, 16, 23 day of SEPTEMBER, 2015.



CITY OF KETCHUM

By: [Signature]  
Mayor

Date: 9-11-15

ATTEST:

[Signature]  
City Clerk



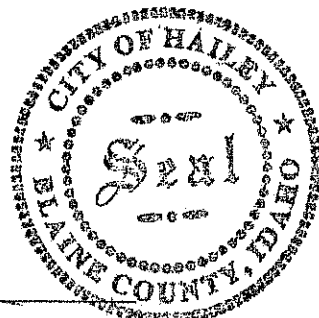
CITY OF SUN VALLEY

By: [Signature]  
Mayor

Date: 9/16/15

ATTEST:

[Signature]  
City Clerk



CITY OF HAILEY

By: [Signature]  
Mayor

Date: 9/23/15

ATTEST:

[Signature]  
City Clerk

CITY OF BELLEVUE

By: [Signature]  
Mayor

Date: 9/21/15

ATTEST:

Narathy A. Barton  
City Clerk

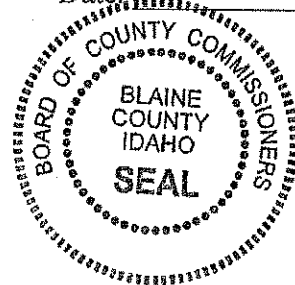


BLAINE COUNTY COMMISSIONERS

By: James J. [Signature]  
Date: 9.1.15

By: Angela M. [Signature]  
Date: 9/1/15

By: Absent  
Date: \_\_\_\_\_



ATTEST  
[Signature]  
Lynn Drage  
Blaine County Clerk



**Return to Agenda**

## SUMMARY OF HAILEY ORDINANCE NO. 1329

The Following is a summary of the principal provisions of Ordinance No. 1329 of the City of Hailey, Idaho, duly passed and adopted August 14, 2023, by the City Council and Mayor of the City of Hailey:

AN ORDINANCE OF THE CITY OF HAILEY, IDAHO, AMENDING THE HAILEY MUNICIPAL CODE, TITLE 6; 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 SEVERABILITY CLAUSE, REPEALER CLAUSE; AND PROVIDING FOR THE EFFECTIVE DATE OF THIS ORDINANCE UPON PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW.

Hailey Ordinance No. 1329 Amends Hailey Municipal Code as follows:

**Section 1** amends Hailey Code Title 6, by adding a new chapter 6.10 providing a purpose, definitions, and a prohibition against, with exceptions, to the feeding of wildlife with city limits, and, penalties therefore.

**Section 2** provides a severability clause.

**Section 3** provides a repealer clause.

**Section 4** provides an effective date.

The full text of Ordinance No. 1329 is available at Hailey City Hall at 115 South Main Street, Suite H, Hailey, Idaho 83333 and will be provided to any citizen upon request during regular business hours.

### CERTIFICATION OF CITY ATTORNEY

I, the undersigned Attorney at Law, as attorney for the City of Hailey, Idaho, hereby certify that I have read the foregoing summary of Ordinance No. 1329 of the City of Hailey, that I have compared it to the full text of Ordinance No. 1329, and that in my opinion, the above summary is true and complete and provides adequate notice to the public of the contents of said Ordinance.

Dated this 28th day of August, 2023.

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Christopher P. Simms, Hailey City Attorney

Publish: Idaho Mountain Express, \_\_\_\_\_, 2023.



**Return to Agenda**

**AGENDA ITEM SUMMARY**

**DATE:** 08/28/2023 **DEPARTMENT:** Clerk's Office **DEPT. HEAD SIGNATURE** M. Cone

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**SUBJECT**

Approval of Minutes from the meeting of the Hailey City Council on July 10, 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 AUGUST 14, 2023  
IN THE HAILEY TOWN CENTER MEETING ROOM**

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

Heidi Husbands not in attendance.

**CALL TO ORDER:**

[5:30:41 PM](#) call to order by Mayor Burke.

Public comments: [5:31:21 PM](#) no comments

**CONSENT AGENDA:**

<a href="#">CA 223</a>	Motion to approve ICFL Library grant award of \$50,000 for upgrades to the computer area and furniture ACTION ITEM .....	1
<a href="#">CA 224</a>	Motion to approve Resolution 2023- 096, ratifying the Mayor’s signature Water Leaseback Agreement with Marathon Partners LLC ACTION ITEM .....	4
<a href="#">CA 225</a>	Motion to approve Resolution 2023-097, authorizing signature on two 5-year leases for HPD Ford Interceptors for 2022 and 2023 vehicles ACTION ITEM .....	10
<a href="#">CA 226</a>	Motion to approve Resolution 2023- 098, ratifying the Mayor’s signature on Summit Bank Leases for 2023 CAT 305 for \$46,803.61 and CAT 906 for \$131,588.77, equipment for Street department ACTION ITEM .....	18
<a href="#">CA 227</a>	Motion to authorize Mayor’s signature on a Certificate of Completion letter, and release of Cash Security Agreement for Airport Inn: project located at 804 South 4th Ave. Lot 1B, Block 137, Hailey Townsite, in the amount of \$3,733 ACTION ITEM .....	41
<a href="#">CA 228</a>	Motion to approve Resolution 2023- 099 authorizing Mayor’s signature on purchase contract for a Finisher / Folder from Integrated Technologies, Inc. for \$2,875 ACTION ITEM .....	47
<a href="#">CA 229</a>	Motion to approve a letter from the Mayor to Blaine County Housing Authority regarding future input from Hailey on the Draft Emergency and Transitional Housing Plan ACTION ITEM .....	59
<a href="#">CA 230</a>	Motion to adopt Resolution 2023-100, authorizing an agreement with Clear Solutions Engineering LLC, in the amount of \$53,400, to provide engineering services for the Sunbeam Municipal and Irrigation Wells project ACTION ITEM .....	85
<a href="#">CA 231</a>	Motion to adopt Resolution 2023-101, authorizing the mayor to sign a Task Order #5 with HDR Engineering, for on-call miscellaneous water rights consulting services as needed. ACTION ITEM .....	92
<a href="#">CA 232</a>	Motion to approve Alcohol License Renewals ACTION ITEM .....	97
<a href="#">CA 233</a>	Motion to approve the Special Event, Kiwanis Kids Fair, to be held Saturday, August 26 <sup>th</sup> , 2023, from 10:00am to 6:00pm, at Kiwanis Park. ACTION ITEM .....	212
<a href="#">CA 234</a>	Motion to approve the Findings of Fact, Conclusions of Law, and Decision, and associated agreements, of a Planned Unit Development Application by Kathleen Miller Trust and Sophie Nunberg Trust, represented by Lee Young of CSHQA, for a 1,213 square foot building addition to Albertsons, and for development of a 0.42- acre public recycling area for the City. ACTION ITEM .....	228
<a href="#">CA 235</a>	Motion to approve minutes of July 10, 2023 and to suspend reading of them ACTION ITEM .....	264
<a href="#">CA 236</a>	Motion to ratify claims for expenses incurred paid in July, 2023 ACTION ITEM .....	272

HAILEY CITY COUNCIL MINUTES  
August 14, 2023

<a href="#">CA 237</a>	Motion to approve claims for expenses incurred during the month of July 2023, and claims for expenses due by contract in August, 2023 <b>ACTION ITEM</b> .....	308
<a href="#">CA 238</a>	Motion to approve unaudited Treasurer’s report for the month of June 2023 <b>ACTION ITEM</b>	342

[5:31:49 PM](#) Linnet moved to approve all consent agenda items, seconded by Martinez, motion passed with roll call vote; Linnet, yes. Thea, yes. Martinez, yes.

**MAYOR’S REMARKS:**

[5:32:18 PM](#) thank you to the crews for the road chip sealing, once done it will be great, thanks to all for your patience. Worries about the e-bikes going around town, thanks to HPD for citing those people that are not following laws.

**PROCLAMATIONS AND PRESENTATIONS:**

*PP 239 Presentation from Mountain Rides on their 2024 FYE Budget*

[5:33:41 PM](#) Wally Morgus Mountain Rides Executive Director speaks to council. Thanks council for ongoing support. They are asking for annual \$96,000, and additional \$75,000 in a capital funding request. Their buses reduce congestion, and pollution, and ready in times for emergencies. Mountain Rides brings in revenue helping our local economy. Continuing the zero fare for another year, fiscal year 2025, not sure what will happen then. [5:38:59 PM](#) we guarantee worker mobility in the valley and operating within a balanced budget. Ridership continues to grow, 612,000 riders, 199,000 more than same period last year. Hailey 36% increase in ridership. Commuter vans, 15 coming from southern counties, had 35,600 riders fiscal year to date, up 20% from last year, have waiting list. Have 6 new battery buses in service since July 10 total in service of the 20 buses, 7<sup>th</sup> one didn’t make it. [5:44:30 PM](#) discussion about electronic buses and batteries. Morgus then discusses budget request. Special capital request, \$75,000 for fiscal year 2024 to go into a collection, raise 1.2 million for federal funding match, 4.84 million grant for new electric bus facility in Bellevue. City of Ketchum asked them for \$600,000, they could only give \$400,000, we may have to delay funding if cannot meet the match of 1.2 million. Appreciate letting him present.

[5:51:20 PM](#) Burke, we think we have figured out how we can do this one-time funding.

**PUBLIC HEARINGS:**

*PH 240 Consideration of 1<sup>st</sup> Reading, Ordinance No. 1330, adopting the FY 2024 Budget, appropriating \$23,972,425 for general, water and wastewater operating funds, capital funds, and water and wastewater bond funds and to adopt a variety of City Fees in excess of 5% (effective October 1, 2023) **ACTION ITEM***

[5:55:46 PM](#) Lisa Horowitz, this is our public hearing and 1<sup>st</sup> Reading of ordinance. Item new today, municipal fee schedule, holistic approach to the fees, thanks to department heads for helping pull this together.

[5:59:50 PM](#) Thea, we need to keep up with things, to cover our costs.

Discussion about how we moved funding around.

Public hearing: [6:02:22 PM](#) no comments

[6:03:27 PM](#) Thea recently met with Webb and Kevin at Sawtooth Brewery and discussed their interest in building a stage for Hop Porter Park. Thea, would like to see us to support this interest. The power would need to be moved. Yeager, we have a lot of planning happening right now, stage would be a component. Parking would need to be considered as well, master plan. GGLO may need to look at the best location for the stage. Linnet suggests, don't add more parking. Horowitz, not more parking, but just different. We may not be ready until next year for a plan, added Yeager. [6:09:50 PM](#) Burke, consider handicapped parking when GGLO is thinking about this new parking plan.

[6:10:51 PM](#) Martinez, we've taken money from Town Center West, to give to Mountain Rides, hate to have services at Town Center West impacted.

[6:14:50 PM](#) **Linnet moves to approve Ordinance No. 1330, authorizing budget of \$23,972,425, seconded by Thea. Motion passed with roll call vote, Linnet, yes. Thea, yes. Martinez, yes.**

[6:15:20 PM](#) **Mayor Burke conducts the 1<sup>st</sup> Reading of Ordinance No. 1330 by title only.**

#### **NEW BUSINESS:**

*NB 241 Motion to adopt Resolution 2023-\_\_\_, authorizing the Mayor to sign Task Order #5 extending the current contract with HDR Engineering, in the amount of \$356,100 ACTION ITEM*

[6:16:20 PM](#) Yeager, this is typically under consent agenda, but because of the cost, this is under New Business for council to consider, \$356,100.

[6:18:25 PM](#) **Thea moves to approve Resolution 2023-102, task order #5 with HDR, seconded by Martinez. Motion passed with roll call vote, Linnet, yes. Thea, yes. Martinez, yes.**

#### **OLD BUSINESS:**

*OB 242 1st Reading of Ordinance No. 1329, Wildlife feeding prohibition ACTION ITEM*

[6:19:10 PM](#) Simms, July meeting, the reading did not occur.

[6:19:58 PM](#) **Thea moves to approve Ord. no. 1329, waive 1<sup>st</sup> and 2<sup>nd</sup>, conduct 3<sup>rd</sup>, by title only, Martinez seconds. Motion passed with roll call vote, Linnet, yes. Thea, yes. Martinez, yes.**

[6:20:55 PM](#) **Burke conducts 3<sup>rd</sup> and final reading of Ordinance No. 1329, by title only.**

HAILEY CITY COUNCIL MINUTES  
August 14, 2023

## **STAFF REPORTS:**

[6:21:49 PM](#) Lyn Drewien speaks to council, the Library did receive a grant of \$50,000. We have some plans, and are thinking long-term, will start looking for a foundation. Will work on the computer room with 10% of the money. Summer reading ends this Friday. Will surpass 100,000 patrons this year, never have before. Bellevue Library, sent a letter of support, thanks council for their support of the Hailey Library.

[6:26:28 PM](#) Steve England, overwhelmed with traffic complaints. Will have extra people on at the start of the school year. Fox Acres area busier than ever.

[6:27:41 PM](#) Yeager, water department tour for council, Thea, Martinez, Burke, Horowitz, will coordinate a time. Main street striping happening today. We have a combined chip seal project, side streets connecting Main Street, this is an important task. Mayor Burke will write a thank you letter to ITD for the chip sealing project. [6:33:09 PM](#) Albertson's project update, only one paving company in town (IMC), contractor can't get the paving done, tentatively on 8/26. [6:36:04 PM](#) Croy TAP project, every day, 3 or 4 users per day, almost done with it. Went out to bid connecting Sunbeam and Quigley Farms, this Wednesday will close next week, looking at a generous construction schedule. URA River Street, Spruce Street, may have a contractor for that. River Street LTHAC project, if engineer can finish by Sept. 1<sup>st</sup>, then would put on the schedule for next year. [6:39:13 PM](#) Have started a new grant application, Myrtle Street, deadline for September 1<sup>st</sup>, will be in next meeting agenda local strategic initiatives grant. Parking tab, Heagle Park, going along War Eagle Road, repairing edge of street, instead, cutting 1 foot of road off, will take 2 feet off, making it a 22-foot wide road. Flooding in 2017, want to put more parking in front of Pavilion, listed a few more tasks including taking out the restrooms and going with portable toilets at Heagle Park in the future.

[6:45:23 PM](#) Horowitz and Mark Sundell with GGLO will be at Hailey Rocks this Thursday at a booth. Pushing to get utilities in at fire station for the tiny homes on wheels.

[6:47:31 PM](#) discussion about code enforcement officer in next year's budget. England would like to see a part-time at the very least. It would free up a lot of Administrative/Police time on these matters. Averaging 2-6 enforcement letters per week.

[6:49:49 PM](#) Yeager, Wastewater treatment plant, has been handling recent issues with grace, 24-hour manual operations last week.

[6:51:39 PM](#) **Martinez moves to adjourn, Linnet seconds, motion passed unanimously.**

**Return to Agenda**



**AGENDA ITEM SUMMARY**

**DATE:** 08/28/2023    **DEPARTMENT:** Finance & Records    **DEPT. HEAD SIGNATURE:** MHC

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**SUBJECT**

Council Ratification of Claims costs incurred during the month of July 2023.

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**AUTHORITY:**  ID Code 50-1017     IAR \_\_\_\_\_     City Ordinance/Code \_\_\_\_\_

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**BACKGROUND:**

Claims are processed for approval three times per month under the following procedure:

1. Invoices received, approved and coded to budget by Department Head.
  2. Invoice entry into data base by finance department.
  3. Open invoice report and check register report printed for council review at city council meeting.
  4. Following council approval, mayor and clerk sign checks and check register report.
  5. Signed check register report is entered into Minutes book.
- 

**FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:**

Budget Line Item # \_\_\_\_\_ YTD Line-Item Balance \$ \_\_\_\_\_

Payments are for expenses incurred during the previous month, per an accrual accounting system.

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**ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS:**

\_\_\_ City Attorney    \_\_\_ Clerk / Finance Director    \_\_\_ Engineer    \_\_\_ Mayor  
\_\_\_ P & Z Commission    \_\_\_ Parks & Lands Board    \_\_\_ Public Works    \_\_\_ Other

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**RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:**

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Review report's, ask questions about expenses and procedures, ratify claims for payment.

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**FOLLOW UP NOTES:**

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Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period	Separate Check
<b>215 ARNOLD MACHINERY COMPANY</b>											
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-				
<b>6917 AT&amp;T MOBILITY LLC</b>											
287304	1	ACCOUNT # 287304951565 HPD WIRELESS	Invoice	07/23/2023	08/17/2023	120.12	120.12	200-60-41325		823	1
Total 6917 AT&T MOBILITY LLC:						120.12	120.12				
<b>6551 GGLO, LLC</b>											
000000	2	Invoice# 1 LCity Hall & Library	Invoice	08/08/2023	08/17/2023	3,750.00	3,750.00	100-45-41313		823	1
000000	3	Invoice# 1 LCity Hall & Library	Invoice	08/08/2023	08/17/2023	8,712.50	8,712.50	120-50-41549		823	1
000005	1	Invoice# 5 Lions Park	Invoice	08/08/2023	08/17/2023	9,000.00	9,000.00	120-50-41549		823	1
Total 6551 GGLO, LLC:						21,462.50	21,462.50				
<b>22433 IDAHO POWER</b>											
08/10/2	1	IP 2222783132 - Hailey Police Dept.	Invoice	08/10/2023	08/17/2023	430.28	430.28	100-25-41717		823	1
08/10/2	2	IP 2203575119 Streets	Invoice	08/10/2023	08/17/2023	7.41	7.41	100-40-41715		823	1
08/10/2	3	IP2200663470 control Elm Alley	Invoice	08/10/2023	08/17/2023	5.70	5.70	100-40-41717		823	1
08/10/2	4	IP 2204305425 Street - Traffic Lights	Invoice	08/10/2023	08/17/2023	140.74	140.74	100-40-41717		823	1
08/10/2	5	IP2221408442 Park - 851 Shenandoah - Balmoral	Invoice	08/10/2023	08/17/2023	5.31	5.31	100-50-41717		823	1
Total 22433 IDAHO POWER:						589.44	589.44				
<b>50352 IDAHO TRANSPORTATION DEPT</b>											
VIN# 4	1	2023 Ford F250 VIN# XXX-4378 - Exempt Plates	Invoice	08/17/2023	08/17/2023	23.00	23.00	200-60-41415		823	1
VIN# 4	1	2023 Ford F250 VIN# XXX-4378 - Title Application	Invoice	08/17/2023	08/17/2023	32.75	32.75	200-60-41415		823	1
Total 50352 IDAHO TRANSPORTATION DEPT:						55.75	55.75				
<b>229 INTEGRATED TECHNOLOGIES</b>											
21578	1	# 218578 SERVICE CONTRACT SHARP/BP-70M55	Invoice	06/19/2023	08/17/2023	16.67	16.67	100-15-41323		823	1
21578	2	# 218578 SERVICE CONTRACT SHARP/BP-70M55	Invoice	06/19/2023	08/17/2023	16.67	16.67	200-15-41323		823	1
21578	3	# 218578 SERVICE CONTRACT SHARP/BP-70M55	Invoice	06/19/2023	08/17/2023	16.66	16.66	210-15-41323		823	1
218572	1	# 218572 SERVICE CONTRACT SHARP/BP-70M55	Invoice	06/19/2023	08/17/2023	16.67	16.67	100-15-41323		823	1
218572	2	# 218572 SERVICE CONTRACT SHARP/BP-70M55	Invoice	06/19/2023	08/17/2023	16.67	16.67	200-15-41323		823	1
218572	3	# 218572 SERVICE CONTRACT SHARP/BP-70M55	Invoice	06/19/2023	08/17/2023	16.66	16.66	210-15-41323		823	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
218573	1	# 218573 SERVICE CONTRACT SHARP/BP-70M55	Invoice	06/19/2023	08/17/2023	20.19	20.19	100-15-41323		823	1
218573	2	# 218573 SERVICE CONTRACT SHARP/BP-70M55	Invoice	06/19/2023	08/17/2023	20.19	20.19	200-15-41323		823	1
218573	3	# 218573 SERVICE CONTRACT SHARP/BP-70M55	Invoice	06/19/2023	08/17/2023	20.20	20.20	210-15-41323		823	1
218574	1	# 218574 SERVICE CONTRACT SHARP/BP-70M55	Invoice	06/19/2023	08/17/2023	21.39	21.39	100-15-41323		823	1
218574	2	# 218574 SERVICE CONTRACT SHARP/BP-70M55	Invoice	06/19/2023	08/17/2023	21.39	21.39	200-15-41323		823	1
218574	3	# 218574 SERVICE CONTRACT SHARP/BP-70M55	Invoice	06/19/2023	08/17/2023	21.40	21.40	210-15-41323		823	1
218575	1	# 218575 SERVICE CONTRACT SHARP/BP-70M55	Invoice	06/19/2023	08/17/2023	19.42	19.42	100-15-41323		823	1
218575	2	# 218575 SERVICE CONTRACT SHARP/BP-70M55	Invoice	06/19/2023	08/17/2023	19.42	19.42	200-15-41323		823	1
218575	3	# 218575 SERVICE CONTRACT SHARP/BP-70M55	Invoice	06/19/2023	08/17/2023	19.41	19.41	210-15-41323		823	1
218576	1	# 218576 SERVICE CONTRACT SHARP/BP-70M55	Invoice	06/19/2023	08/17/2023	22.45	22.45	100-15-41323		823	1
218576	2	# 218576 SERVICE CONTRACT SHARP/BP-70M55	Invoice	06/19/2023	08/17/2023	22.45	22.45	200-15-41323		823	1
218576	3	# 218576 SERVICE CONTRACT SHARP/BP-70M55	Invoice	06/19/2023	08/17/2023	22.44	22.44	210-15-41323		823	1
218577	1	# 218577 SERVICE CONTRACT SHARP/BP-70M55	Invoice	06/19/2023	08/17/2023	20.90	20.90	100-15-41323		823	1
218577	2	# 218577 SERVICE CONTRACT SHARP/BP-70M55	Invoice	06/19/2023	08/17/2023	20.90	20.90	200-15-41323		823	1
218577	3	# 218577 SERVICE CONTRACT SHARP/BP-70M55	Invoice	06/19/2023	08/17/2023	20.89	20.89	210-15-41323		823	1
222434	1	# 222434 SERVICE CONTRACT SHARP/BP-70M55	Invoice	08/04/2023	08/17/2023	18.42	18.42	100-15-41323		823	1
222434	2	# 222434 SERVICE CONTRACT SHARP/BP-70M55	Invoice	08/04/2023	08/17/2023	18.42	18.42	200-15-41323		823	1
222434	3	# 222434 SERVICE CONTRACT SHARP/BP-70M55	Invoice	08/04/2023	08/17/2023	18.41	18.41	210-15-41323		823	1
Total 229 INTEGRATED TECHNOLOGIES:						468.29	468.29				
<b>2131 NATIONAL AUTO FLEET GROUP</b>											
WF806	1	Q#22697 F-250 XL 4WD CREW CAB CONTACT# 09	Invoice	08/11/2023	08/17/2023	52,561.42	52,561.42	200-60-41539		823	1
Total 2131 NATIONAL AUTO FLEET GROUP:						52,561.42	52,561.42				
<b>5129 RUSH TRUCK CENTERS OF ID INC</b>											
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-				
<b>762 VERIZON WIRELESS</b>											
993902	1	MONTHLY CELL PHONE BILL STREETS	Invoice	08/17/2023	08/17/2023	115.65	115.65	100-40-41713		823	1
993902	2	MONTHLY CELL PHONE BILL WATER	Invoice	08/17/2023	08/17/2023	111.27	111.27	200-60-41713		823	1
993902	3	MONTHLY CELL PHONE BILL WASTE WATER	Invoice	08/17/2023	08/17/2023	168.81	168.81	210-70-41713		823	1
993902	4	MONTHLY CELL PHONE BILL Parks	Invoice	08/17/2023	08/17/2023	63.11	63.11	100-50-41713		823	1
994102	1	MONTHLY CELL PHONE BILL Parks only	Invoice	08/17/2023	08/17/2023	72.08	72.08	100-40-41713		823	1
994141	1	MONTHLY CELL PHONE BILL STREETS	Invoice	08/17/2023	08/17/2023	115.65	115.65	100-40-41713		823	1
994141	2	MONTHLY CELL PHONE BILL WATER	Invoice	08/17/2023	08/17/2023	111.27	111.27	200-60-41713		823	1
994141	3	MONTHLY CELL PHONE BILL WASTE WATER	Invoice	08/17/2023	08/17/2023	597.67	597.67	210-70-41713		823	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
994141	4	MONTHLY CELL PHONE BILL Parks	Invoice	08/17/2023	08/17/2023	64.46	64.46	100-50-41713		823	1
Total 762 VERIZON WIRELESS:						1,419.97	1,419.97				
<b>1525 ZIONS FIRST NATIONAL BANK</b>											
07/12/2	1	IBBA Rev Bond 2012D Water Refunding	Invoice	07/12/2023	08/17/2023	134,190.55	134,190.55	200-60-41613		823	1
07/12/2	1	IBBA Rev Bond 2014C WW Bond	Invoice	07/12/2023	08/17/2023	467,076.12	467,076.12	210-70-41613		823	1
Total 1525 ZIONS FIRST NATIONAL BANK:						601,266.67	601,266.67				
Total :						677,440.65	677,440.65				
Grand Totals:						677,440.65	677,440.65				

Summary by General Ledger Account Number

GL Account Number	Debit	Credit	Net
100-15-41323	156.11	.00	156.11
100-25-41717	430.28	.00	430.28
100-40-41405	.00	503.51-	503.51-
100-40-41713	303.38	.00	303.38
100-40-41715	7.41	.00	7.41
100-40-41717	146.44	.00	146.44
100-45-41313	3,750.00	.00	3,750.00
100-50-41713	127.57	.00	127.57
100-50-41717	5.31	.00	5.31
120-50-41549	17,712.50	.00	17,712.50
200-15-41323	156.11	.00	156.11
200-60-41325	120.12	.00	120.12
200-60-41415	55.75	.00	55.75
200-60-41539	52,561.42	.00	52,561.42
200-60-41613	134,190.55	.00	134,190.55
200-60-41713	222.54	.00	222.54
210-15-41323	156.07	.00	156.07
210-70-41613	467,076.12	.00	467,076.12
210-70-41713	766.48	.00	766.48

Summary by General Ledger Account Number

GL Account Number	Debit	Credit	Net
Grand Totals:	677,944.16	503.51-	677,440.65

Summary by General Ledger Posting Period

GL Posting Period	Debit	Credit	Net
06/22	.00	328.51-	328.51-
05/23	.00	175.00-	175.00-
08/23	677,944.16	.00	677,944.16
Grand Totals:	677,944.16	503.51-	677,440.65

**Return to Agenda**

**AGENDA ITEM SUMMARY**

**DATE 08/28/2023      DEPARTMENT:** Finance & Records      **DEPT. HEAD SIGNATURE:** MHC

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**SUBJECT**

Council Approval of Claims costs incurred during the month of July 2023 that are set to be paid by contract for August 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:**

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## Report Criteria:

Includes all check types

Includes unprinted checks

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Payee ID	Amount
08/10/2023	CDPT	08/16/2023	56123	AFLAC	1	-274.32
08/10/2023	CDPT	08/16/2023	56125	DELTA DENTAL PLAN OF I	2	-3,675.58
08/10/2023	CDPT	08/16/2023	56127	NCPERS GROUP LIFE INS	6	-128.00
08/10/2023	CDPT	08/16/2023	81799	PERSI	7	-39,598.05
08/10/2023	CDPT	08/16/2023	81797	MOUNTAIN WEST BANK	8	-41,161.68
08/10/2023	CDPT	08/16/2023	56126	IDAHO STATE TAX COMMI	9	-5,355.00
08/10/2023	CDPT	08/16/2023	81796	A.W. REHN & ASSOCIATE	21	-1,286.49
08/10/2023	CDPT	08/16/2023	56129	VSP	26	-670.41
08/10/2023	CDPT	08/16/2023	81798	Nationwide 457/Roth	34	-1,868.37
08/10/2023	CDPT	08/16/2023	56124	CHILD SUPPORT RECEIP	36	-493.94
08/10/2023	CDPT	08/16/2023	56128	REGENCE BLUE SHIELD	3	-49,106.18
08/10/2023	PC	08/17/2023	56122	YEAGER, KAITLYN R	9117	-91.65
08/10/2023	PC	08/17/2023	81723	ARELLANO, NANCY	8005	-1,425.69
08/10/2023	PC	08/17/2023	81724	CARRILLO-SALAS, DALIA	8209	-1,488.03
08/10/2023	PC	08/17/2023	81725	CONE, MARY M HILL	8009	-1,641.70
08/10/2023	PC	08/17/2023	81726	HOROWITZ, LISA	8049	-2,729.61
08/10/2023	PC	08/17/2023	81727	POMERLEAU, JENNIFER	8207	-1,377.71
08/10/2023	PC	08/17/2023	81728	STOKES, BECKY	8013	-2,312.82
08/10/2023	PC	08/17/2023	81729	DAVIS, ROBYN K	8060	-1,737.04
08/10/2023	PC	08/17/2023	81730	JOHNSON, MICHELE	8110	-628.57
08/10/2023	PC	08/17/2023	81731	OSBORN, CECELIA M	8221	-1,905.88
08/10/2023	PC	08/17/2023	81732	PARKER, JESSICA L	8111	-1,721.12
08/10/2023	PC	08/17/2023	81733	RODRIGUE, EMILY THERE	8115	-1,674.62
08/10/2023	PC	08/17/2023	81734	TRAN, TUYEN	8205	-1,255.41
08/10/2023	PC	08/17/2023	81735	BALEDGE, MICHAEL S	9054	-2,427.37
08/10/2023	PC	08/17/2023	81736	CHASE, AMANDA LUISE	9036	-807.96
08/10/2023	PC	08/17/2023	81737	DITMORE, KEVIN D	9145	-1,772.07
08/10/2023	PC	08/17/2023	81738	ERVIN, CHRISTIAN C	8185	-1,791.36
08/10/2023	PC	08/17/2023	81739	GRANT, DARYL ERNEST	9126	-279.59
08/10/2023	PC	08/17/2023	81740	HAIRSTON, KEITH GUY	9025	-744.96
08/10/2023	PC	08/17/2023	81741	HOOVER, JAMES THOMA	9047	-3,776.12
08/10/2023	PC	08/17/2023	81742	MURPHY, JOSHUA Z	9011	-217.83
08/10/2023	PC	08/17/2023	81743	PALLAS, MARTIN L	9111	-1,935.08
08/10/2023	PC	08/17/2023	81744	VINCENT, BRIAN A	9113	-350.93
08/10/2023	PC	08/17/2023	81745	WALKER, CHAD MICHAEL	9028	-3,591.27
08/10/2023	PC	08/17/2023	81746	CROTTY, JOSHUA M	8283	-1,347.21
08/10/2023	PC	08/17/2023	81747	DABNEY, LEE A DONAHUE	1008078	-1,064.18
08/10/2023	PC	08/17/2023	81748	DeKLOTZ, ELISE	8200	-915.50
08/10/2023	PC	08/17/2023	81749	DREWIEN, LYNETTE M	1008271	-599.35
08/10/2023	PC	08/17/2023	81750	FLETCHER, KRISTIN M	8122	-1,308.70
08/10/2023	PC	08/17/2023	81751	FORBIS, MICHAL J	8114	-1,330.77
08/10/2023	PC	08/17/2023	81752	GALVIN, EMILIE AURORA	8294	-103.44
08/10/2023	PC	08/17/2023	81753	HARDING, CHARLOTTE E	8293	-583.66
08/10/2023	PC	08/17/2023	81754	PRIMROSE, LAURA A	8102	-1,233.12
08/10/2023	PC	08/17/2023	81755	STROPE, DENON MICHAEL	8101	-917.37
08/10/2023	PC	08/17/2023	81756	YTURRI, ERIN	8123	-664.27
08/10/2023	PC	08/17/2023	81757	CRICK, EVERETT LEE	8552	-1,395.52
08/10/2023	PC	08/17/2023	81758	THORNQUEST, SHELLIE	8550	-1,401.50
08/10/2023	PC	08/17/2023	81759	BALLIS, MORGAN RICHA	8213	-1,906.43
08/10/2023	PC	08/17/2023	81760	CERVANTES, GUSTAVO A	8215	-1,871.37
08/10/2023	PC	08/17/2023	81761	COX, CHARLES F	8161	-2,656.76
08/10/2023	PC	08/17/2023	81762	ENGLAND, STEVE J	8143	-2,830.54
08/10/2023	PC	08/17/2023	81763	JONES, KYLIE MELETIA	8155	-1,925.40
08/10/2023	PC	08/17/2023	81764	LEOS, CHRISTINA M	8012	-1,962.20

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Payee ID	Amount
08/10/2023	PC	08/17/2023	81765	LINDERMAN, JEREMIAH C	8163	-1,776.29
08/10/2023	PC	08/17/2023	81766	LUNA, JOSE	8145	-2,031.95
08/10/2023	PC	08/17/2023	81767	OWENS, ERIC ODELL	8119	-1,720.94
08/10/2023	PC	08/17/2023	81768	PECK, TODD D	8167	-2,989.79
08/10/2023	PC	08/17/2023	81769	RAGUSA, TIMOTHY BRUC	1008190	-1,876.45
08/10/2023	PC	08/17/2023	81770	WALLACE, SHAWNA R	8108	-2,148.24
08/10/2023	PC	08/17/2023	81771	WELLS, PRESTON DANIE	8150	-1,638.22
08/10/2023	PC	08/17/2023	81772	WRIGLEY, GAVIN	8152	-2,280.93
08/10/2023	PC	08/17/2023	81773	MARES, MARIA C	8251	-1,296.13
08/10/2023	PC	08/17/2023	81774	WILLIAMS, EMILY ANNE	8023	-1,813.41
08/10/2023	PC	08/17/2023	81775	YEAGER, BRIAN D	8107	-2,339.28
08/10/2023	PC	08/17/2023	81776	AITKEN, TORIN ANDREW	8177	-1,147.13
08/10/2023	PC	08/17/2023	81777	CABRITO, CARLOS MANU	8176	-1,402.00
08/10/2023	PC	08/17/2023	81778	DOMKE, RODNEY F	8097	-1,786.44
08/10/2023	PC	08/17/2023	81779	JOHNSTON, JAIMEY P	8243	-2,111.79
08/10/2023	PC	08/17/2023	81780	SAVAGE, JAMES L	8204	-1,685.60
08/10/2023	PC	08/17/2023	81781	SCHWARZ, STEPHEN K	8226	-2,509.09
08/10/2023	PC	08/17/2023	81782	WEST III, KINGSTON R	8234	-2,489.96
08/10/2023	PC	08/17/2023	81783	AMBRIZ, JOSE L	7023	-2,989.86
08/10/2023	PC	08/17/2023	81784	ELLSWORTH, BRYSON D	8285	-2,287.78
08/10/2023	PC	08/17/2023	81785	RACE, MICHAEL DENNIS	8070	-888.66
08/10/2023	PC	08/17/2023	81786	SCHMIDT, ROBERT FRED	8071	-1,432.65
08/10/2023	PC	08/17/2023	81787	SHOTSWELL, DAVE O	7044	-2,424.33
08/10/2023	PC	08/17/2023	81788	VAUGHN, TYREL KINCADE	7050	-1,431.14
08/10/2023	PC	08/17/2023	81789	WARD, NATHAN DANIEL	8287	-1,274.97
08/10/2023	PC	08/17/2023	81790	BALDWIN, MERRITT JAME	8286	-1,745.40
08/10/2023	PC	08/17/2023	81791	BALIS, MARVIN C	8225	-2,022.60
08/10/2023	PC	08/17/2023	81792	GARRISON, SHANE	1008048	-1,591.44
08/10/2023	PC	08/17/2023	81793	HOLTZEN, KURTIS L	8072	-2,046.91
08/10/2023	PC	08/17/2023	81794	PETERSON, TRAVIS T	8121	-1,301.25
08/10/2023	PC	08/17/2023	81795	VINCENT, BRIAN A	1008071	-1,738.60

Grand Totals:

-265,538.9385

Includes all check types  
Includes unprinted checks

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Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period	Separate Check
<b>4409 A.W. REHN &amp; ASSOCIATES</b>											
IN0000	1	IN0000179664 COBRA - HOLYOAK	Invoice	07/31/2023	08/28/2023	25.00	25.00	210-70-41215		823	1
Total 4409 A.W. REHN & ASSOCIATES:						25.00	25.00				
<b>6533 AGNEW BECK CONSULTING, INC.</b>											
11701	1	Invoice# 11701	Invoice	08/11/2023	08/28/2023	2,587.50	2,587.50	100-20-41313		823	1
Total 6533 AGNEW BECK CONSULTING, INC.:						2,587.50	2,587.50				
<b>757 ALPINE TREE SERVICE INC.</b>											
62525	1	62525 PRUNING - 221 S 4TH AVE	Invoice	08/08/2023	08/28/2023	4,045.00	4,045.00	100-50-41402		823	1
Total 757 ALPINE TREE SERVICE INC. :						4,045.00	4,045.00				
<b>1913 AMAZON CAPITAL SERVICES</b>											
134Q-C	1	#134Q-CYMT-JVQH NOTEPADS, INVISIBLE TAPE,	Invoice	08/16/2023	08/28/2023	23.03	23.03	100-15-41215		823	1
134Q-C	2	#134Q-CYMT-JVQH NOTEPADS, INVISIBLE TAPE,	Invoice	08/16/2023	08/28/2023	23.03	23.03	200-15-41215		823	1
134Q-C	3	#134Q-CYMT-JVQH NOTEPADS, INVISIBLE TAPE,	Invoice	08/16/2023	08/28/2023	23.04	23.04	210-15-41215		823	1
1763-V	1	1763-VTP4-VWPN ADA restroom signs -library remo	Invoice	08/13/2023	08/28/2023	24.61	24.61	120-45-41549	23.45.0004.1	823	1
19CX-Y	1	19CX-YW9G-HRFK LARGE CAST IRON SKELETON	Invoice	07/27/2023	08/28/2023	3.33-	3.33-	100-15-41215		823	1
19CX-Y	2	19CX-YW9G-HRFK LARGE CAST IRON SKELETON	Invoice	07/27/2023	08/28/2023	3.33-	3.33-	200-15-41215		823	1
19CX-Y	3	19CX-YW9G-HRFK LARGE CAST IRON SKELETON	Invoice	07/27/2023	08/28/2023	3.33-	3.33-	210-15-41215		823	1
19LJ-V	1	ESSER SS Library Grant - Mud Kitchen storage/prog	Invoice	08/22/2023	08/28/2023	251.15	251.15	100-45-41549	23.45.0001.1	823	1
1JC7-F	1	#1JC7-F6JM-CY7T LAPTOP SUPPLIES WW	Invoice	08/04/2023	08/28/2023	384.12	384.12	210-70-41424		823	1
1K3M-7	1	1K3M-7P1J-4TGP ADA restroom signs - library remo	Invoice	08/14/2023	08/28/2023	30.15	30.15	120-45-41549	23.45.0004.1	823	1
1MDH-	1	#1MDH-QTDF-W4VP FILE FOLDERS/PAPER/DISC/	Invoice	08/04/2023	08/28/2023	332.97	332.97	100-25-41211		823	1
1ML1-K	1	1ML1-KT7W-PR16 RETURN EXTRA PARKS TABLE	Invoice	07/20/2023	08/28/2023	18.00-	18.00-	100-50-41215		823	1
1QPW-	1	#1QPW-C1K1-KXNC CREDIT MEMO WW	Invoice	07/11/2023	08/28/2023	183.00-	183.00-	210-70-41795		823	1
1R3D-K	1	Invoice# 3MQL RD Camera	Invoice	08/08/2023	08/28/2023	64.95	64.95	100-20-41211		823	1
1YR3-	1	1YR3-QV6D-VRTL MSD book processing supplies	Invoice	08/18/2023	08/28/2023	64.00	64.00	100-45-41215		823	1
1YR3-	2	1YR3-QV6D-VRTL - MSD library book purchase	Invoice	08/18/2023	08/28/2023	32.90	32.90	100-45-41326		823	1
Total 1913 AMAZON CAPITAL SERVICES:						1,042.96	1,042.96				
<b>6537 ARMENTA GOMEZ, VICTORIA</b>											
5	1	Inv 5 ESSER SS Grant 21.50 hours	Invoice	08/18/2023	08/28/2023	430.00	430.00	100-45-41549	23.45.0001.1	823	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 6537 ARMENTA GOMEZ, VICTORIA:						430.00	430.00				
<b>215 ARNOLD MACHINERY COMPANY</b>											
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-				
<b>375 ATKINSON'S MARKET</b>											
036749	1	#03674952	Invoice	08/01/2023	08/28/2023	38.25	38.25	210-70-41795		823	1
046806	1	ESSER SS Atkinsons Market Teen Programs	Invoice	08/10/2023	08/28/2023	20.66	20.66	100-45-41549	23.45.0001.1	823	1
Total 375 ATKINSON'S MARKET:						58.91	58.91				
<b>4714 BALDWIN, MERRITT</b>											
022467	1	REIMBURSEMENT FOR WORK PANTS	Invoice	08/10/2023	08/28/2023	250.00	250.00	200-60-41703		823	1
Total 4714 BALDWIN, MERRITT:						250.00	250.00				
<b>50563 BARTEAU, CHRISTIE AND JEFFRY</b>											
CR RE	1	CREDIT REFUND: 801 ARROWHEAD CT	Invoice	08/18/2023	08/28/2023	68.92	68.92	100-00-15110		823	1
Total 50563 BARTEAU, CHRISTIE AND JEFFRY:						68.92	68.92				
<b>1958 BOISE CALIBRATION SERVICE INC</b>											
5584	1	#5584 BACKFLOW TESTER CALIBRATION	Invoice	07/26/2023	08/28/2023	218.00	218.00	200-60-41405		823	1
Total 1958 BOISE CALIBRATION SERVICE INC:						218.00	218.00				
<b>1513 BOISE PUBLIC LIBRARY</b>											
IH808	1	IH808 FY23 Qtr 4 Consortium Costshare Jul-Oct	Invoice	08/04/2023	08/28/2023	2,155.83	2,155.83	100-45-41325		823	1
IH95	1	IH95 FY23 Qtr 4 Consortium Share ILS Upgrade	Invoice	08/04/2023	08/28/2023	347.73	347.73	100-45-41325		823	1
Total 1513 BOISE PUBLIC LIBRARY :						2,503.56	2,503.56				
<b>6921 BUREAU OF LAND MANAGEMENT</b>											
202304	1	Bill #2023045690 Library Program Permit-Meteor Sh	Invoice	08/22/2023	08/28/2023	350.00	350.00	100-45-41326		823	1
Total 6921 BUREAU OF LAND MANAGEMENT:						350.00	350.00				

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
<b>50561 CHOAT, MICHAEL</b>											
317 N	1	CREDIT REFUND: 317 N RIVER STREET	Invoice	08/18/2023	08/28/2023	166.73	166.73	100-00-15110		823	1
Total 50561 CHOAT, MICHAEL:						166.73	166.73				
<b>5702 CINTAS</b>											
416418	1	#4164187846 UNIFORM SERVICES WW	Invoice	08/09/2023	08/28/2023	199.77	199.77	210-70-41703		823	1
416480	1	#4164807205 UNIFORM SERVICES WW	Invoice	08/16/2023	08/28/2023	199.77	199.77	210-70-41703		823	1
Total 5702 CINTAS:						399.54	399.54				
<b>3622 CLEAR SOLUTIONS ENGINEERING</b>											
299	1	299 EVAL LOCATIONS FELLA PRV STATION, PREP	Invoice	08/05/2023	08/28/2023	9,430.00	9,430.00	200-60-41313	23.60.0001.1	823	1
Total 3622 CLEAR SOLUTIONS ENGINEERING:						9,430.00	9,430.00				
<b>7000 CLEARWATER LANDSCAPING</b>											
23-084	1	23-084555 CITY HALL SIDEWALK - MONITOR/ADJ	Invoice	08/11/2023	08/28/2023	170.00	170.00	100-50-41325		823	1
23-084	1	23-084556 TOE OF HILL FERTILIZE NATURAL ARE	Invoice	08/11/2023	08/28/2023	525.00	525.00	100-50-41325		823	1
Total 7000 CLEARWATER LANDSCAPING:						695.00	695.00				
<b>6463 COHEN-COPELAND, DENA</b>											
CR RE	1	CRE REF. 3331 FLOWING WELLS DR	Invoice	08/02/2023	08/28/2023	1,449.13	1,449.13	100-00-15110		823	1
Total 6463 COHEN-COPELAND, DENA:						1,449.13	1,449.13				
<b>4492 COMPUTER TALK SERVICES INC.</b>											
35805	1	#35805 HDMI TO DISPLAY PORT WW	Invoice	07/13/2023	08/28/2023	29.99	29.99	210-70-41413		823	1
Total 4492 COMPUTER TALK SERVICES INC.:						29.99	29.99				
<b>6568 CONLEY, GREG</b>											
CR RE	1	CREDIT REFUND: 2920 BERRYCREEK DR	Invoice	08/21/2023	08/28/2023	21.14	21.14	100-00-15110		823	1
Total 6568 CONLEY, GREG:						21.14	21.14				
<b>2808 CORE &amp; MAIN LP</b>											
T33730	1	#T337304 SPOOL FOR DECANTER SBR1 WW	Invoice	08/10/2023	08/28/2023	2,296.98	2,296.98	210-70-41401		823	1
T33868	1	#T338686 SEWER PLUG BALL 6" WW	Invoice	08/08/2023	08/28/2023	216.13	216.13	210-70-41401		823	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
T36678	1	#T366785 UNI-FLG FOR DECANter WW	Invoice	08/11/2023	08/28/2023	1,077.01	1,077.01	210-70-41401		823	1
Total 2808 CORE & MAIN LP:						3,590.12	3,590.12				
<b>5925 DREWIEN, LYN</b>											
440 SH	1	CREDIT REFUND: 440 SHOSHONE DR	Invoice	08/18/2023	08/28/2023	141.56	141.56	100-00-15110		823	1
Total 5925 DREWIEN, LYN:						141.56	141.56				
<b>8583 D-SWANER WELDING, INC</b>											
20749	1	#20749 CRANE FOR DECANter SBR1 WW	Invoice	08/04/2023	08/28/2023	562.50	562.50	210-70-41401		823	1
Total 8583 D-SWANER WELDING, INC:						562.50	562.50				
<b>6513 ELEMECH, INC.</b>											
17952	1	#17952 ENBINEERING FOR SOLOR PLANS	Invoice	08/02/2023	08/28/2023	540.00	540.00	200-60-41547		823	1
Total 6513 ELEMECH, INC.:						540.00	540.00				
<b>3094 ENERGY LABORATORIES, INC.</b>											
568814	1	#568814 DIGESTER LAB TESTING WW	Invoice	07/27/2023	08/28/2023	104.00	104.00	210-70-41795		823	1
569481	1	#569481 QUARTERLY LAB TESTING WW	Invoice	08/01/2023	08/28/2023	439.00	439.00	210-70-41795		823	1
Total 3094 ENERGY LABORATORIES, INC.:						543.00	543.00				
<b>297 EVANS PLUMBING, INC.</b>											
141618	1	Inv # 141618 Sink repair on men's and women's restr	Invoice	07/25/2023	08/28/2023	465.69	465.69	100-55-41413		823	1
142205	1	Inv 142205 Library Restroom remodel	Invoice	08/09/2023	08/28/2023	6,225.12	6,225.12	120-45-41549	23.45.0004.1	823	1
Total 297 EVANS PLUMBING, INC.:						6,690.81	6,690.81				
<b>171 FERGUSON WATERWORKS #1701</b>											
173653	1	#1736538 HURCO LIQUID SMOKE FOR COLLECTI	Invoice	08/11/2023	08/28/2023	215.00	215.00	210-70-41423		823	1
Total 171 FERGUSON WATERWORKS #1701:						215.00	215.00				
<b>1584 FIRST BANKCARD - BALEDGE</b>											
000022	1	Conway Shield - Uniform Lettering	Invoice	07/12/2023	08/28/2023	85.10	85.10	100-55-41215		823	1
112-91	1	Amazon - Office Name Plate	Invoice	07/12/2023	08/28/2023	12.83	12.83	100-55-41211		823	1
164	1	Dominos - 4th of July Duty Crew Dinner	Invoice	07/04/2023	08/28/2023	59.60	59.60	100-55-41217		823	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
2023-5	1	Eagle Engraving Inc - Fireground ID Tag, Apparatus T	Invoice	07/13/2023	08/28/2023	86.25	86.25	100-55-41215		823	1
265151	1	Industrial Scientific - Sensor, 4A-O2, MX4 17134461	Invoice	07/13/2023	08/28/2023	251.84	251.84	100-55-41405		823	1
320200	1	Costco - Water for the Department	Invoice	07/21/2023	08/28/2023	12.69	12.69	100-55-41215		823	1
34869	1	34869 Siegel's Uniform - Custom Badge x4	Invoice	07/20/2023	08/28/2023	300.00	300.00	100-55-41703		823	1
7509-7	1	U.S Foods ChefStore - Holyoak Retirement Party - P	Invoice	07/26/2023	08/28/2023	26.33	26.33	210-70-41215		823	1
7590-7	1	U.S Foods ChefStore - Holyoak Retirement Party - P	Invoice	07/21/2023	08/28/2023	174.49	174.49	210-70-41215		823	1
940371	1	Fedex - Radio Repair	Invoice	07/17/2023	08/28/2023	61.46	61.46	100-55-41405		823	1
940371	1	Fedex - 940371625929 / Firepenny Postage	Invoice	07/20/2023	08/28/2023	14.56	14.56	100-55-41213		823	1
Total 1584 FIRST BANKCARD - BALEDGE:						1,085.15	1,085.15				
<b>5372 FIRST BANKCARD - CONE</b>											
877844	1	GROCERY OUTLET SUPPLIES/HOLYOAK RETIRE	Invoice	07/25/2023	08/28/2023	51.64	51.64	210-70-41211		823	1
E0100	1	E0100O08PDF MICROSOFT LICENSES	Invoice	07/20/2023	08/28/2023	23.56	23.56	100-15-41215		823	1
E0100	2	E0100O08PDF MICROSOFT LICENSES	Invoice	07/20/2023	08/28/2023	23.56	23.56	200-15-41215		823	1
E0100	3	E0100O08PDF MICROSOFT LICENSES	Invoice	07/20/2023	08/28/2023	23.56	23.56	210-15-41215		823	1
E0100	1	E0100O8SFZ MICROSOFT LICENSES	Invoice	07/20/2023	08/28/2023	11.31-	11.31-	100-15-41215		823	1
E0100	2	E0100O8SFZ MICROSOFT LICENSES	Invoice	07/20/2023	08/28/2023	11.31-	11.31-	200-15-41215		823	1
E0100	3	E0100O8SFZ MICROSOFT LICENSES	Invoice	07/20/2023	08/28/2023	11.31-	11.31-	210-15-41215		823	1
INV202	1	INV20230720100535207 CALLINGPOST	Invoice	07/20/2023	08/28/2023	22.66	22.66	100-15-41323		823	1
INV202	2	INV20230720100535207 CALLINGPOST	Invoice	07/20/2023	08/28/2023	22.66	22.66	200-15-41323		823	1
INV202	3	INV20230720100535207 CALLINGPOST	Invoice	07/20/2023	08/28/2023	22.66	22.66	210-15-41323		823	1
Total 5372 FIRST BANKCARD - CONE:						156.37	156.37				
<b>5618 FIRST BANKCARD - DAVIS (9902)</b>											
1331	1	APA 2023 Fall Conference	Invoice	07/11/2023	08/28/2023	260.00	260.00	100-20-41723		823	1
338183	1	APA 2023 Fall Conference Classes	Invoice	07/06/2023	08/28/2023	119.00	119.00	100-20-41723		823	1
Total 5618 FIRST BANKCARD - DAVIS (9902):						379.00	379.00				
<b>5429 FIRST BANKCARD - DREWEN</b>											
39947	1	Horizon Data subscription library	Invoice	07/21/2023	08/28/2023	37.50	37.50	100-45-41533		823	1
MB-160	1	Mobile Beacon hotspots & data plan	Invoice	07/10/2023	08/28/2023	930.00	930.00	100-45-41533		823	1
S56214	1	ESSER SS Library grant - teen activity supplies	Invoice	07/06/2023	08/28/2023	168.00	168.00	100-45-41549	23.45.0001.1	823	1
Total 5429 FIRST BANKCARD - DREWEN:						1,135.50	1,135.50				
<b>5789 FIRST BANKCARD - ENGLAND</b>											
210145	1	#COSTCO BREAK ROOM SUPPLIES FOR HPD	Invoice	07/20/2023	08/28/2023	97.46	97.46	100-25-41215		823	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
314478	1	#VALLEY CAR WASH - 9 HPD VEHICLES WASHED	Invoice	06/29/2023	08/28/2023	90.00	90.00	100-25-41415		823	1
3540	1	#AUDIO INOVATION CABLES FOR NEW HPD VEHI	Invoice	07/18/2023	08/28/2023	19.06	19.06	100-25-41415		823	1
394008	1	#ALBERTSONS- 4TH OF JULY WATERS AND SUN	Invoice	06/29/2023	08/28/2023	58.22	58.22	100-25-41215		823	1
4MMDF	1	#SOUTHWEST AIRLINE - COX/ENGLAND EXECUTI	Invoice	07/20/2023	08/28/2023	765.50	765.50	100-25-41724		823	1
711850	1	#STRONGER FAMILY CONFERENCE FOR HPD EM	Invoice	07/07/2023	08/28/2023	450.00	450.00	100-25-41723		823	1
840-59	1	#USPS - POSTAGE TO FORENSICS LAB	Invoice	07/03/2023	08/28/2023	31.00	31.00	100-25-41213		823	1
894004	1	#EPIC SHINE CAR WASH HPD CHIEF VEHICLE -C	Invoice	07/21/2023	08/28/2023	8.00	8.00	100-25-41415		823	1
Total 5789 FIRST BANKCARD - ENGLAND:						1,519.24	1,519.24				
<b>6052 FIRST BANKCARD - HFD EXTRA (5148)</b>											
2072	1	BAKER COUNTY MARKET - FOOD FOR DEPLOY	Invoice	07/25/2023	08/28/2023	31.55	31.55	100-55-41724	23.55.0001.1	823	1
Total 6052 FIRST BANKCARD - HFD EXTRA (5148):						31.55	31.55				
<b>1588 FIRST BANKCARD - HOROWITZ</b>											
07/19/2	1	July Idaho Statesman Subscription	Invoice	07/19/2023	08/28/2023	5.33	5.33	100-15-41711		823	1
07/19/2	2	July Idaho Statesman Subscription	Invoice	07/19/2023	08/28/2023	5.33	5.33	200-15-41711		823	1
07/19/2	3	July Idaho Statesman Subscription	Invoice	07/19/2023	08/28/2023	5.33	5.33	210-15-41711		823	1
350533	1	350533163 GoTo Meeting	Invoice	07/16/2023	08/28/2023	25.33	25.33	100-15-41711		823	1
350533	2	350533163 GoTo Meeting	Invoice	07/16/2023	08/28/2023	25.33	25.33	200-15-41711		823	1
350533	3	350533163 GoTo Meeting	Invoice	07/16/2023	08/28/2023	25.34	25.34	210-15-41711		823	1
808900	1	800890097 Indeed Job Applies	Invoice	07/01/2023	08/28/2023	91.00	91.00	100-15-41319		823	1
808900	2	800890097 Indeed Job Applies	Invoice	07/01/2023	08/28/2023	91.00	91.00	200-15-41319		823	1
808900	3	800890097 Indeed Job Applies	Invoice	07/01/2023	08/28/2023	91.00	91.00	210-15-41319		823	1
MC135	1	MC13574975 MAILCHIMP	Invoice	07/04/2023	08/28/2023	23.00	23.00	100-15-41711		823	1
MC135	2	MC13574975 MAILCHIMP	Invoice	07/04/2023	08/28/2023	23.00	23.00	200-15-41711		823	1
MC135	3	MC13574975 MAILCHIMP	Invoice	07/04/2023	08/28/2023	23.00	23.00	210-15-41711		823	1
Total 1588 FIRST BANKCARD - HOROWITZ:						433.99	433.99				
<b>5378 FIRST BANKCARD - HPD EXTRA (4455)</b>											
711850	1	#STRONGER FAMILIES TRAINING FOR HPD EMPL	Invoice	07/07/2023	08/28/2023	1,050.00	1,050.00	100-25-41723		823	1
Total 5378 FIRST BANKCARD - HPD EXTRA (4455):						1,050.00	1,050.00				
<b>1464 FISHER'S FINANCE INC</b>											
347257	1	34725713 Library Copier Contract 8.20-9.19.23	Invoice	08/22/2023	08/28/2023	345.41	345.41	100-45-41323		823	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 1464 FISHER'S FINANCE INC:						345.41	345.41				
<b>5909 FUGATE, JANET</b>											
P&Z ST	1	P&Z Stipend 08/21/23	Invoice	08/21/2023	08/28/2023	100.00	100.00	100-10-41313		823	1
P&Z ST	2	P&Z Stipend	Invoice	08/21/2023	08/28/2023	50.00	50.00	200-10-41313		823	1
P&Z ST	3	P&Z Stipend 2	Invoice	08/21/2023	08/28/2023	50.00	50.00	210-10-41313		823	1
Total 5909 FUGATE, JANET:						200.00	200.00				
<b>101 GALENA-BENCHMARK ENGINEERING</b>											
0823-0	1	8/1 0823-048 DEERFIELD PARK PARKING AREA - P	Invoice	08/01/2023	08/28/2023	667.50	667.50	100-50-41313		823	1
0823-0	1	8/1 0823-049 #23169 QUIGLEY PATH ROAD, MAY -	Invoice	08/01/2023	08/28/2023	10,415.91	10,415.91	120-40-41549	21.40.0003.1	823	1
0823-0	1	8/1 0823-50 WOODSIDE PUMP CHLORINE UPGRA	Invoice	08/01/2023	08/28/2023	445.00	445.00	200-60-41547		823	1
0823-0	1	8/1 0823-051 SPRUCE & RIVER SIDEWALK - CONS	Invoice	08/01/2023	08/28/2023	1,673.12	1,673.12	100-40-41313		823	1
0823-0	1	8/1 0823-052 COH FIREFIGHTER HOUSING - GPS	Invoice	08/01/2023	08/28/2023	1,396.75	1,396.75	100-55-41313		823	1
Total 101 GALENA-BENCHMARK ENGINEERING:						14,598.28	14,598.28				
<b>50378 GARRISON, SHANE</b>											
538107	1	REIMBURSEMENT FOR TESTING FEES	Invoice	07/12/2023	08/28/2023	104.00	104.00	200-60-41723		823	1
Total 50378 GARRISON, SHANE:						104.00	104.00				
<b>369 GEM STATE WELDERS SUPPLY INC.</b>											
216802	1	#216802 TANK RENTAL FEE WW	Invoice	07/31/2023	08/28/2023	57.66	57.66	210-70-41711		823	1
216803	1	#216803 TANK RENTAL FEE W.	Invoice	07/31/2023	08/28/2023	9.61	9.61	200-60-41791		823	1
Total 369 GEM STATE WELDERS SUPPLY INC. :						67.27	67.27				
<b>6567 GEMMA VALDEZ DAGGATT</b>											
08/11/2	1	Chinese American Heritage Project Deposit	Invoice	08/11/2023	08/28/2023	1,000.00	1,000.00	100-20-41709		823	1
Total 6567 GEMMA VALDEZ DAGGATT:						1,000.00	1,000.00				
<b>2134 GEOBILITY LLC</b>											
1031	1	1031 PROF. GIS SERVICES - JULY 13 - AUG. 12 W	Invoice	08/14/2023	08/28/2023	1,575.50	1,575.50	200-60-41313		823	1
1031	2	1031 PROF. GIS SERVICES - JULY 13 - AUG. 12 W	Invoice	08/14/2023	08/28/2023	1,575.50	1,575.50	210-70-41313		823	1
1031	3	1031 PROF. GIS SERVICES - JULY 13 - AUG. 12 W	Invoice	08/14/2023	08/28/2023	1,299.00	1,299.00	210-70-41313		823	1
1031	4	1031 PROF. GIS SERVICES - JULY 13 - AUG. 12 W	Invoice	08/14/2023	08/28/2023	1,845.00	1,845.00	200-60-41313		823	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 2134 GEOBILITY LLC:						6,295.00	6,295.00				
<b>336 GO FER IT EXPRESS</b>											
122100	1	#122100 LOCAL SHIPPING W.	Invoice	07/31/2023	08/28/2023	100.80	100.80	200-60-41213		823	1
Total 336 GO FER IT EXPRESS:						100.80	100.80				
<b>922 GRAINGER INC., W.W.</b>											
979026	1	#WEB2447942614 TACHOMETER	Invoice	08/01/2023	08/28/2023	188.50	188.50	200-60-41401		823	1
Total 922 GRAINGER INC., W.W. :						188.50	188.50				
<b>1850 GREAT AMERICA FINANCIAL SERVICES</b>											
571533	1	Invoice# 34708703 9/2023	Invoice	08/21/2023	08/28/2023	150.00	150.00	100-20-41323		823	1
Total 1850 GREAT AMERICA FINANCIAL SERVICES:						150.00	150.00				
<b>30255 HAILEY AIRPORT INN, LLC</b>											
SECUR	1	SECURITY DEPOSIT - 111844924	Invoice	04/26/2023	08/24/2023	3,733.97	3,733.97	100-00-20314		823	1
SECUR	2	SECURITY DEPOSIT INTEREST	Invoice	04/26/2023	08/24/2023	45.68	45.68	100-20-41215		823	1
Total 30255 HAILEY AIRPORT INN, LLC:						3,779.65	3,779.65				
<b>5855 HARMONY DESIGN INC</b>											
23114	1	23114 LIONS PARK - FINAL CDS, PROJECT MANU	Invoice	08/15/2023	08/28/2023	79.00	79.00	120-50-41539		823	1
Total 5855 HARMONY DESIGN INC:						79.00	79.00				
<b>5410 HDR ENGINEERING INC</b>											
120054	1	1200548660 FACILITY PLANNING STUDY - TO #11	Invoice	08/15/2023	08/28/2023	3,175.35	3,175.35	230-75-41549	19.70.0001.1	823	1
Total 5410 HDR ENGINEERING INC:						3,175.35	3,175.35				
<b>50562 HENDERSON, BRADLY AND OLETHA</b>											
CR RE	1	CREDIT REFUND: 3171 SNOW BANK	Invoice	08/18/2023	08/28/2023	219.66	219.66	100-00-15110		823	1
Total 50562 HENDERSON, BRADLY AND OLETHA:						219.66	219.66				

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
<b>1622 HOROWITZ, LISA</b>											
642728	1	Reimb for H. Holyoak Retirement Party Cake	Invoice	07/27/2023	08/28/2023	25.42	25.42	210-70-41211		823	1
Total 1622 HOROWITZ, LISA:						25.42	25.42				
<b>671 IDAHO LUMBER &amp; HARDWARE</b>											
956783	1	#956783 SCREWS	Invoice	08/03/2023	08/28/2023	10.48	10.48	100-25-41215		823	1
957201	1	#957201 FLAT BAR FOR RIVER ST. HATCH	Invoice	08/07/2023	08/28/2023	25.98	25.98	200-60-41413		823	1
957233	1	#957233 LAB SUPPLIES WW	Invoice	08/07/2023	08/28/2023	30.98	30.98	210-70-41795		823	1
957357	1	957357 MAINTENANCE - PAINTBRUSH, LINZER C	Invoice	08/08/2023	08/28/2023	72.26	72.26	100-50-41405		823	1
957580	1	957580 HOP PORTER- CAUTION TAPE, ENFORCE	Invoice	08/09/2023	08/28/2023	33.97	33.97	100-50-41405		823	1
957671	1	957671 HOP PORTER - POWER BIT, SCREW DEC	Invoice	08/10/2023	08/28/2023	22.98	22.98	100-50-41405		823	1
958452	1	958452 LINZERCHIP BRUSH SET, HEX HEAD, WAL	Invoice	08/16/2023	08/28/2023	32.16	32.16	100-50-41405		823	1
958627	1	#958627 MOVING BOX/SOLDER FOR LAB WW	Invoice	08/17/2023	08/28/2023	18.77	18.77	210-70-41795		823	1
958741	1	Library plant supplies	Invoice	08/18/2023	08/28/2023	9.99	9.99	100-45-41215		823	1
958985	1	#958985 TOOLS FOR SHOP WW	Invoice	08/21/2023	08/28/2023	86.98	86.98	210-70-41421		823	1
Total 671 IDAHO LUMBER & HARDWARE:						344.55	344.55				
<b>22433 IDAHO POWER</b>											
08/11/2	1	IP 2204414540 Steet Lights	Invoice	08/11/2023	08/28/2023	170.37	170.37	100-40-41717		823	1
08/11/2	2	IP 2207893211 Street - Blaine Manor St Apt	Invoice	08/11/2023	08/28/2023	5.31	5.31	100-40-41715		823	1
08/11/2	3	IP 2226639884 - Parks - Arboratum	Invoice	08/11/2023	08/28/2023	5.31	5.31	100-50-41717		823	1
Total 22433 IDAHO POWER:						180.99	180.99				
<b>229 INTEGRATED TECHNOLOGIES</b>											
223204	1	Invoice# 223204 09/2023	Invoice	08/11/2023	08/28/2023	357.01	357.01	100-20-41323		823	1
Total 229 INTEGRATED TECHNOLOGIES:						357.01	357.01				
<b>9560 KARL MALONE FORD HAILEY</b>											
108532	1	#108532 SERVICE ON F-350 TK#6036	Invoice	06/22/2023	08/28/2023	171.36	171.36	200-60-41415		823	1
Total 9560 KARL MALONE FORD HAILEY:						171.36	171.36				
<b>806 KENWORTH SALES COMPANY</b>											
275-00	1	#012W2004.02 TRUCK BED SHAKER WW	Invoice	11/28/2022	08/28/2023	933.44	933.44	210-70-41405		823	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 806 KENWORTH SALES COMPANY :						933.44	933.44				
<b>1728 KUBWATER RESOURCES</b>											
11945	1	#11945 ZETAG 8868 FS POLYMER WW	Invoice	08/09/2023	08/28/2023	6,236.96	6,236.96	210-70-41791		823	1
11947	1	#11947 ZETAG 8868 FS POLYMER WW	Invoice	08/10/2023	08/28/2023	6,236.96	6,236.96	210-70-41791		823	1
Total 1728 KUBWATER RESOURCES:						12,473.92	12,473.92				
<b>386 L.L. GREENS</b>											
A71138	1	#A711386 PVC PARTS FOR QUIGLEY CL2 ANALYZ	Invoice	08/15/2023	08/28/2023	7.79	7.79	200-60-41401		823	1
A71229	1	A712298 Library plant food	Invoice	08/08/2023	08/28/2023	22.48	22.48	100-45-41215		823	1
A71249	1	A712495 ESSER SS library grant - supplies	Invoice	08/10/2023	08/28/2023	67.92	67.92	100-45-41549	23.45.0001.1	823	1
A71284	1	A712843 library book repairs	Invoice	08/12/2023	08/28/2023	28.47	28.47	100-45-41215		823	1
A71284	1	A712845 library book repair supplies	Invoice	08/12/2023	08/28/2023	2.00	2.00	100-45-41215		823	1
B41638	1	B416383 HOP PORTER - WOODSCREWS	Invoice	08/10/2023	08/28/2023	6.79	6.79	100-50-41405		823	1
Total 386 L.L. GREENS :						135.45	135.45				
<b>366 LES SCHWAB TIRE CENTER</b>											
117008	1	Inv # 11700826915 Engine Tire Replacement	Invoice	08/17/2023	08/28/2023	2,463.90	2,463.90	100-55-41415		823	1
Total 366 LES SCHWAB TIRE CENTER:						2,463.90	2,463.90				
<b>1505 LIFELOC TECHNOLOGIES, INC</b>											
382765	1	#382765 MOUTH PIECES	Invoice	05/31/2023	08/28/2023	84.56	84.56	100-25-41215		823	1
Total 1505 LIFELOC TECHNOLOGIES, INC:						84.56	84.56				
<b>6531 MCGRATH RENT CORP</b>											
101358	1	#101358046 POWER ANALYSER RENTAL LAST M	Invoice	07/30/2023	08/28/2023	180.00	180.00	200-60-41401		823	1
Total 6531 MCGRATH RENT CORP:						180.00	180.00				
<b>2252 McMREW, MICHAEL &amp; TINA</b>											
08/16/2	1	REIM - BP PERMIT 22-035 1581 RED FEATHER WA	Invoice	08/16/2023	08/28/2023	6,993.16	6,993.16	100-00-32210		823	1
08/16/2	2	REIM - BP PERMIT 22-035 DEVEL IMPACT FEE - CI	Invoice	08/16/2023	08/28/2023	78.00	78.00	120-00-32249		823	1
08/16/2	3	REIM - BP PERMIT 22-035 DEVEL IMPACT FEE - FI	Invoice	08/16/2023	08/28/2023	472.00	472.00	120-00-32248		823	1
08/16/2	4	REIM - BP PERMIT 22-035 DEVEL IMPACT FEE - P	Invoice	08/16/2023	08/28/2023	1,843.00	1,843.00	120-00-32245		823	1
08/16/2	5	REIM - BP PERMIT 22-035 DEVEL IMPACT FEE - T	Invoice	08/16/2023	08/28/2023	2,994.00	2,994.00	120-00-32246		823	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
08/16/2	6	REIM - BP PERMIT 22-035 ENCROACHMENT PER	Invoice	08/16/2023	08/28/2023	100.00	100.00	100-00-32220		823	1
08/16/2	7	REIM - BP PERMIT 22-035 WATER HOOKUPS FEE	Invoice	08/16/2023	08/28/2023	5,133.00	5,133.00	220-00-32810		823	1
08/16/2	8	REIM - BP PERMIT 22-035 WATER INSPECTION F	Invoice	08/16/2023	08/28/2023	50.00	50.00	200-00-34612		823	1
08/16/2	9	REIM - BP PERMIT 22-035 WASTE WATER HOOKU	Invoice	08/16/2023	08/28/2023	3,439.00	3,439.00	230-00-32810		823	1
08/16/2	10	REIM - BP PERMIT 22-035 WATE WATER INSPECT	Invoice	08/16/2023	08/28/2023	50.00	50.00	210-00-34612		823	1
08/16/2	11	REIM - BP PERMIT 22-035 METER REIMBURSEME	Invoice	08/16/2023	08/28/2023	400.00	400.00	200-00-34616		823	1
Total 2252 McMREW, MICHAEL & TINA:						21,552.16	21,552.16				
<b>1009 MINERT &amp; ASSOCIATES,INC.</b>											
324996	1	#324996 JOSE AMBRIZ RANDOM SCREENING W	Invoice	08/04/2023	08/28/2023	135.00	135.00	210-70-41747		823	1
Total 1009 MINERT & ASSOCIATES,INC. :						135.00	135.00				
<b>6566 MOSQUEDA CAMACHO, JOSELYN</b>											
1	1	ESSER SS Teen projects staffing 40 hrs	Invoice	08/22/2023	08/28/2023	600.00	600.00	100-45-41549	23.45.0001.1	823	1
Total 6566 MOSQUEDA CAMACHO, JOSELYN:						600.00	600.00				
<b>251 NAPA AUTO PARTS</b>											
156452	1	#156452 DEF	Invoice	08/03/2023	08/28/2023	43.98	43.98	200-60-41415		823	1
Total 251 NAPA AUTO PARTS:						43.98	43.98				
<b>50564 NEWTH, ROBERT AND DANIELA</b>											
CR RE	1	CREDIT REFUND: 1810 WINTERHAVEN DR	Invoice	08/18/2023	08/28/2023	54.88	54.88	100-00-15110		823	1
Total 50564 NEWTH, ROBERT AND DANIELA:						54.88	54.88				
<b>307 NORTH CENTRAL LABORATORIES</b>											
490324	1	#490324 QA/QC STANDARD WW	Invoice	07/24/2023	08/28/2023	55.50	55.50	210-70-41795		823	1
490636	1	#490636 BOD STANDARD 198 PPM WW	Invoice	07/31/2023	08/28/2023	81.95	81.95	210-70-41795		823	1
Total 307 NORTH CENTRAL LABORATORIES:						137.45	137.45				
<b>50298 O'REILLY AUTO PARTS</b>											
4635-3	1	#4635-328808 HOSE CLAMP WW	Invoice	05/26/2023	08/28/2023	4.08	4.08	210-70-41421		823	1
4635-3	1	#4635-343795 CAR WASH SUPPLIES WW	Invoice	07/20/2023	08/28/2023	67.97	67.97	210-70-41419		823	1
4635-3	1	Inv # 4635-351879 DEF	Invoice	08/17/2023	08/28/2023	35.98	35.98	100-55-41415		823	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 50298 O'REILLY AUTO PARTS:						108.03	108.03				
<b>6217 OVERDRIVE</b>											
03040C	1	03040CO23285834 8.11.23 ADVANTAGE	Invoice	08/11/2023	08/28/2023	195.80	195.80	100-45-41535		823	1
Total 6217 OVERDRIVE:						195.80	195.80				
<b>377 PITNEYBOWES GLOBAL FINANCIAL SERVICE LLC</b>											
102365	1	# 1023656925 Ink Cartridge X1	Invoice	08/10/2023	08/28/2023	44.26	44.26	100-15-41211		823	1
102365	2	# 1023656925 Ink Cartridge X1	Invoice	08/10/2023	08/28/2023	44.26	44.26	200-15-41211		823	1
102365	3	# 1023656925 Ink Cartridge X1	Invoice	08/10/2023	08/28/2023	44.27	44.27	210-15-41211		823	1
Total 377 PITNEYBOWES GLOBAL FINANCIAL SERVICE LLC:						132.79	132.79				
<b>438 PLATT</b>											
4G972	1	#4G97240 IMPACT 38 PC WW	Invoice	08/03/2023	08/28/2023	51.71	51.71	210-70-41423		823	1
Total 438 PLATT:						51.71	51.71				
<b>6538 REYES GARCIA, CAMILA</b>											
4	1	INV 4 ESSER SS Library Grant-Class leaders 39 hrs	Invoice	08/18/2023	08/28/2023	780.00	780.00	100-45-41549	23.45.0001.1	823	1
Total 6538 REYES GARCIA, CAMILA:						780.00	780.00				
<b>6519 RICCARDI, AMANDA</b>											
07-08 2	1	ESSER SS grant coordinator Aug hours 25.5	Invoice	07/24/2023	08/28/2023	765.00	765.00	100-45-41549	23.45.0001.1	823	1
2307-6	1	ESSER SS grant Houston Lumber supplies 7.20.23	Invoice	07/20/2023	08/28/2023	79.22	79.22	100-45-41549	23.45.0001.1	823	1
B25848	1	ESSER SS grant sunprint Kit 9.202.23 Mud kitchen	Invoice	08/23/2023	08/28/2023	53.47	53.47	100-45-41549	23.45.0001.1	823	1
D71303	1	ESSER SS grant supplies-LL Greens Hardware 6.14	Invoice	06/14/2023	08/28/2023	25.29	25.29	100-45-41549	23.45.0001.1	823	1
D71789	1	ESSER SS grant supplies-LL Greens Hardware 6.27.	Invoice	06/27/2023	08/28/2023	7.40	7.40	100-45-41549	23.45.0001.1	823	1
K-IN-18	1	ESSER SS grant supplies-Webb Landscape 6.20.23	Invoice	06/20/2023	08/28/2023	3.77	3.77	100-45-41549	23.45.0001.1	823	1
Total 6519 RICCARDI, AMANDA:						934.15	934.15				
<b>159 ROBERTS ELECTRIC INC.</b>											
09487	1	Inv 09487 Library Restroom remodel	Invoice	07/13/2023	08/28/2023	442.29	442.29	120-45-41549	23.45.0004.1	823	1
09491	1	Inv 09491 Library Restroom remodel	Invoice	07/14/2023	08/28/2023	588.55	588.55	120-45-41549	23.45.0004.1	823	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 159 ROBERTS ELECTRIC INC.:						1,030.84	1,030.84				
<b>6522 RODGER, AMBER TELLERIA</b>											
002522	1	ESSER SS grant supplies Middle School program rei	Invoice	08/16/2023	08/28/2023	41.18	41.18	100-45-41549	23.45.0001.1	823	1
4	1	Inv 0000004 ESSER Summer Grant - Staff 40hrs	Invoice	08/18/2023	08/28/2023	1,000.00	1,000.00	100-45-41549	23.45.0001.1	823	1
Total 6522 RODGER, AMBER TELLERIA:						1,041.18	1,041.18				
<b>5129 RUSH TRUCK CENTERS OF ID INC</b>											
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-				
<b>6502 SAUERBREY, SAGE M</b>											
P&Z ST	1	PZ Meeting 08/21/23	Invoice	08/21/2023	08/28/2023	100.00	100.00	100-10-41313		823	1
P&Z ST	2	PZ Stipend 1	Invoice	08/21/2023	08/28/2023	50.00	50.00	100-10-41313		823	1
P&Z ST	3	PZ Stipend 2	Invoice	08/21/2023	08/28/2023	50.00	50.00	210-10-41313		823	1
Total 6502 SAUERBREY, SAGE M:						200.00	200.00				
<b>214 SAWTOOTH WOOD PRODUCTS</b>											
000014	1	000142186 TUBE, TIRE REPAIRS, FUEL CAP, SHO	Invoice	08/14/2023	08/28/2023	98.41	98.41	100-50-41405		823	1
000014	1	0000142355 - SPARK PLUG, CARBURETOR REFUI	Invoice	08/21/2023	08/28/2023	105.92	105.92	100-50-41405		823	1
Total 214 SAWTOOTH WOOD PRODUCTS:						204.33	204.33				
<b>4330 SCANLON, OWEN</b>											
P&Z ST	1	PZ Meeting 08/21/23	Invoice	08/21/2023	08/28/2023	100.00	100.00	100-10-41313		823	1
P&Z ST	2	P&Z Stipend	Invoice	08/21/2023	08/28/2023	50.00	50.00	200-10-41313		823	1
P&Z ST	3	P&Z Stipend 2	Invoice	08/21/2023	08/28/2023	50.00	50.00	210-10-41313		823	1
Total 4330 SCANLON, OWEN:						200.00	200.00				
<b>50555 SCHULZ, LINDA AND STEPHEN</b>											
CR RE	1	CREDIT REFUND: 3251 GLENBROOK GARBAGE A	Invoice	08/18/2023	08/28/2023	15.68	15.68	100-00-15110		823	1
Total 50555 SCHULZ, LINDA AND STEPHEN:						15.68	15.68				

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
<b>5494 SILVER CREEK SUPPLY</b>											
001185	1	0011851998-001 WOODSIDE - PVC COUPLER	Invoice	07/26/2023	08/28/2023	27.68	27.68	100-50-41405		823	1
001185	1	0011851998-002 WOODSIDE - ELBOW SLIP	Invoice	08/01/2023	08/28/2023	9.87	9.87	100-50-41405		823	1
001193	1	0011939829-001 CUTTERS- DAWN KWIK CONNEC	Invoice	07/26/2023	08/28/2023	3.66	3.66	100-50-41405		823	1
001194	1	0011940075-001 JIMMY'S - RB PLASTIC NOZZLE,	Invoice	07/26/2023	08/28/2023	27.42	27.42	100-50-41405		823	1
001195	1	0011951161-001 WOODSIDE - RB POP-UP, POP-UP	Invoice	07/26/2023	08/28/2023	368.33	368.33	100-50-41405		823	1
001196	1	0011967174-001 SKATE PARK - ANG VALVE, POP-	Invoice	07/27/2023	08/28/2023	50.56	50.56	100-50-41405		823	1
001199	1	0011992349-001 WOODSIDE - POP-UP, ROTATOR	Invoice	07/28/2023	08/28/2023	688.82	688.82	100-50-41405		823	1
001199	1	0011998794-001 WOODSIDE -SCREW CLAMP, AN	Invoice	07/28/2023	08/28/2023	203.01	203.01	100-50-41405		823	1
001204	1	#0012045129-001 2" GALV PARTS WW	Invoice	08/01/2023	08/28/2023	79.61	79.61	210-70-41419		823	1
001205	1	0012054338-001 CUTTERS - ROTOR X14	Invoice	08/02/2023	08/28/2023	699.34	699.34	100-50-41405		823	1
001205	1	0012055207-001 WOODSIDE - SLIP, COUPLER, GA	Invoice	08/02/2023	08/28/2023	52.22	52.22	100-50-41405		823	1
001205	1	0012058256-001 WOODSIDE - HUNTER ROTATOR	Invoice	08/02/2023	08/28/2023	163.60	163.60	100-50-41405		823	1
001206	1	0012067425-001 WOODSIDE - SLIP, PVC MALE AD	Invoice	08/02/2023	08/28/2023	46.43	46.43	100-50-41405		823	1
001206	1	0012067580-001 HEAGLE - ROTOR PC/FC X10	Invoice	08/02/2023	08/28/2023	1,256.60	1,256.60	100-50-41405		823	1
001206	1	0012068696-001 VALVE BOX, ROTOR X5	Invoice	08/09/2023	08/28/2023	315.61	315.61	100-50-41405		823	1
001208	1	0012086892-001 WOODSIDE - PVC ELBOW, POP-	Invoice	08/03/2023	08/28/2023	187.98	187.98	100-50-41405		823	1
001210	1	0012100477-001 HUNTER ROTATOR, ROTATOR RI	Invoice	08/04/2023	08/28/2023	212.20	212.20	100-50-41405		823	1
001219	1	0012194937-001 PARK N RIDE - COMP EMITTER T	Invoice	08/10/2023	08/28/2023	12.90	12.90	100-50-41405		823	1
001220	1	0012204630-001 PARK N RIDE - TECHLINE	Invoice	08/11/2023	08/28/2023	56.33	56.33	100-50-41405		823	1
001221	1	0012212640-001 WOODSIDE - POP-UP X10	Invoice	08/11/2023	08/28/2023	218.10	218.10	100-50-41405		823	1
001221	1	0012212726-001 CUTTERS- ROTOR X3	Invoice	08/11/2023	08/28/2023	376.98	376.98	100-50-41405		823	1
001225	1	#0012251556-001 NURSE TANK 4" SLIP WW	Invoice	08/15/2023	08/28/2023	10.90	10.90	210-70-41419		823	1
Total 5494 SILVER CREEK SUPPLY:						5,068.15	5,068.15				
<b>7002 SMITH, DAN</b>											
P&Z ST	1	P&Z Stipend 08/21/2023	Invoice	08/21/2023	08/28/2023	100.00	100.00	100-20-41313		823	1
P&Z ST	2	P&Z Stipend	Invoice	08/21/2023	08/28/2023	50.00	50.00	200-10-41313		823	1
P&Z ST	3	P&Z Stipend 2	Invoice	08/21/2023	08/28/2023	50.00	50.00	210-10-41313		823	1
Total 7002 SMITH, DAN:						200.00	200.00				
<b>50446 STONE, DUSTIN</b>											
P&Z ST	1	P&Z Stipend 08/21/2023	Invoice	08/21/2023	08/28/2023	100.00	100.00	100-10-41313		823	1
P&Z ST	2	P&Z Stipend	Invoice	08/21/2023	08/28/2023	50.00	50.00	200-10-41313		823	1
P&Z ST	3	P&Z Stipend 2	Invoice	08/21/2023	08/28/2023	50.00	50.00	210-10-41313		823	1
Total 50446 STONE, DUSTIN:						200.00	200.00				

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
<b>8559 SUN VALLEY AIR SERVICES BOARD</b>											
08/16/2	1	LOT FOR AIR JUNE 2023	Invoice	08/16/2023	08/28/2023	13,750.49	13,750.49	100-10-41707		823	1
Total 8559 SUN VALLEY AIR SERVICES BOARD:						13,750.49	13,750.49				
<b>413 SUN VALLEY CLEANERS</b>											
03-200	1	#03-200708 4 ALTERATIONS FOR UNIFORM	Invoice	04/12/2023	08/28/2023	47.63	47.63	100-25-41703		823	1
Total 413 SUN VALLEY CLEANERS :						47.63	47.63				
<b>2817 UNITED OIL</b>											
102495	1	Inv # 1024955 FUEL CHARGES	Invoice	07/31/2023	08/28/2023	689.67	689.67	100-55-41719		823	1
102495	1	#1024958 PUMPED VEHICLE FUEL W.	Invoice	07/31/2023	08/28/2023	573.09	573.09	200-60-41719		823	1
102598	1	1025982 FUEL CHARGES PARKS	Invoice	08/15/2023	08/28/2023	607.76	607.76	100-50-41719		823	1
102598	1	Inv # 1025983 HFD fuel charges	Invoice	08/15/2023	08/28/2023	266.06	266.06	100-55-41719		823	1
102598	1	HPD GAS	Invoice	08/15/2023	08/28/2023	1,085.50	1,085.50	100-25-41719		823	1
102598	1	#1025987 PUMPED FUEL WW	Invoice	08/15/2023	08/28/2023	139.52	139.52	210-70-41719		823	1
Total 2817 UNITED OIL:						3,361.60	3,361.60				
<b>367 WALKER SAND AND GRAVEL</b>											
119283	1	#1192839 1" CRUSHED FOR STOCK	Invoice	08/01/2023	08/28/2023	519.27	519.27	200-60-41403		823	1
Total 367 WALKER SAND AND GRAVEL:						519.27	519.27				
<b>4004 WAXIE SANITARY SUPPLY</b>											
818453	1	81845344 urinal cleaners-library	Invoice	07/18/2023	08/28/2023	135.19	135.19	100-45-41215		823	1
819089	1	#81908986 library towels cleaning supplies	Invoice	08/15/2023	08/28/2023	177.48	177.48	100-45-41215		823	1
Total 4004 WAXIE SANITARY SUPPLY:						312.67	312.67				
<b>209 WEBB LANDSCAPING</b>											
B-IN-18	1	#B-IN-183398 SOD	Invoice	08/02/2023	08/28/2023	89.90	89.90	200-60-41403		823	1
SRVCE	1	SRVCE567784 SUNBEAM PARK WEEKLY MOW SE	Invoice	07/06/2023	08/28/2023	484.00	484.00	100-50-41325		823	1
SRVCE	1	SRVCE568175 SUNBEAM PARK WEEKLY MOW SE	Invoice	07/13/2023	08/28/2023	484.00	484.00	100-50-41325		823	1
SRVCE	1	SRVCE568519 SUNBEAM PARK WEEKLY MOW SE	Invoice	07/20/2023	08/28/2023	484.00	484.00	100-50-41325		823	1
SRVCE	1	SRVCE569091 SUNBEAM PARK BI WEEKLY GARD	Invoice	07/26/2023	08/28/2023	910.00	910.00	100-50-41325		823	1
SRVCE	1	SRVCE569568 SUNBEAM PARK WEEKLY MOW SE	Invoice	07/27/2023	08/28/2023	484.00	484.00	100-50-41325		823	1
SRVCE	1	SRVCE569776 SUNBEAM PARK INSECT CONTRO	Invoice	07/31/2023	08/28/2023	434.00	434.00	100-50-41325		823	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 209 WEBB LANDSCAPING :						3,369.90	3,369.90				
<b>50559 WESTERN CONSTRUCTION</b>											
CR RE	1	CREDIT REFUND: HYDRANT METER 70390778	Invoice	08/18/2023	08/28/2023	50.06	50.06	100-00-15110		823	1
Total 50559 WESTERN CONSTRUCTION:						50.06	50.06				
<b>106 WHITEHEAD LANDSCAPING, INC.</b>											
62515	1	62515 IRRIG'N SERVICE CALL - CONSULTATION	Invoice	07/31/2023	08/28/2023	112.50	112.50	100-50-41325		823	1
Total 106 WHITEHEAD LANDSCAPING, INC.:						112.50	112.50				
Total :						143,405.43	143,405.43				
Grand Totals:						143,405.43	143,405.43				

Summary by General Ledger Account Number

GL Account Number	Debit	Credit	Net
100-00-15110	2,187.76	.00	2,187.76
100-00-20314	3,733.97	.00	3,733.97
100-00-32210	6,993.16	.00	6,993.16
100-00-32220	100.00	.00	100.00
100-10-41313	450.00	.00	450.00
100-10-41707	13,750.49	.00	13,750.49
100-15-41211	44.26	.00	44.26
100-15-41215	46.59	14.64	31.95
100-15-41319	91.00	.00	91.00
100-15-41323	22.66	.00	22.66
100-15-41711	53.66	.00	53.66
100-20-41211	64.95	.00	64.95
100-20-41215	45.68	.00	45.68
100-20-41313	2,687.50	.00	2,687.50
100-20-41323	507.01	.00	507.01
100-20-41709	1,000.00	.00	1,000.00

## Summary by General Ledger Account Number

GL Account Number	Debit	Credit	Net
100-20-41723	379.00	.00	379.00
100-25-41211	332.97	.00	332.97
100-25-41213	31.00	.00	31.00
100-25-41215	250.72	.00	250.72
100-25-41415	117.06	.00	117.06
100-25-41703	47.63	.00	47.63
100-25-41719	1,085.50	.00	1,085.50
100-25-41723	1,500.00	.00	1,500.00
100-25-41724	765.50	.00	765.50
100-40-41313	1,673.12	.00	1,673.12
100-40-41405	.00	503.51-	503.51-
100-40-41715	5.31	.00	5.31
100-40-41717	170.37	.00	170.37
100-45-41215	439.61	.00	439.61
100-45-41323	345.41	.00	345.41
100-45-41325	2,503.56	.00	2,503.56
100-45-41326	382.90	.00	382.90
100-45-41533	967.50	.00	967.50
100-45-41535	195.80	.00	195.80
100-45-41549	4,293.06	.00	4,293.06
100-50-41215	.00	18.00-	18.00-
100-50-41313	667.50	.00	667.50
100-50-41325	4,087.50	.00	4,087.50
100-50-41402	4,045.00	.00	4,045.00
100-50-41405	5,350.13	.00	5,350.13
100-50-41717	5.31	.00	5.31
100-50-41719	607.76	.00	607.76
100-55-41211	12.83	.00	12.83
100-55-41213	14.56	.00	14.56
100-55-41215	184.04	.00	184.04
100-55-41217	59.60	.00	59.60
100-55-41313	1,396.75	.00	1,396.75
100-55-41405	313.30	.00	313.30
100-55-41413	465.69	.00	465.69
100-55-41415	2,499.88	.00	2,499.88
100-55-41703	300.00	.00	300.00
100-55-41719	955.73	.00	955.73
100-55-41724	31.55	.00	31.55

## Summary by General Ledger Account Number

GL Account Number	Debit	Credit	Net
120-00-32245	1,843.00	.00	1,843.00
120-00-32246	2,994.00	.00	2,994.00
120-00-32248	472.00	.00	472.00
120-00-32249	78.00	.00	78.00
120-40-41549	10,415.91	.00	10,415.91
120-45-41549	7,310.72	.00	7,310.72
120-50-41539	79.00	.00	79.00
200-00-34612	50.00	.00	50.00
200-00-34616	400.00	.00	400.00
200-10-41313	200.00	.00	200.00
200-15-41211	44.26	.00	44.26
200-15-41215	46.59	14.64-	31.95
200-15-41319	91.00	.00	91.00
200-15-41323	22.66	.00	22.66
200-15-41711	53.66	.00	53.66
200-60-41213	100.80	.00	100.80
200-60-41313	12,850.50	.00	12,850.50
200-60-41401	376.29	.00	376.29
200-60-41403	609.17	.00	609.17
200-60-41405	218.00	.00	218.00
200-60-41413	25.98	.00	25.98
200-60-41415	215.34	.00	215.34
200-60-41547	985.00	.00	985.00
200-60-41703	250.00	.00	250.00
200-60-41719	573.09	.00	573.09
200-60-41723	104.00	.00	104.00
200-60-41791	9.61	.00	9.61
210-00-34612	50.00	.00	50.00
210-10-41313	250.00	.00	250.00
210-15-41211	44.27	.00	44.27
210-15-41215	46.60	14.64-	31.96
210-15-41319	91.00	.00	91.00
210-15-41323	22.66	.00	22.66
210-15-41711	53.67	.00	53.67
210-70-41211	77.06	.00	77.06
210-70-41215	225.82	.00	225.82
210-70-41313	2,874.50	.00	2,874.50
210-70-41401	4,152.62	.00	4,152.62

Summary by General Ledger Account Number

GL Account Number	Debit	Credit	Net
210-70-41405	933.44	.00	933.44
210-70-41413	29.99	.00	29.99
210-70-41419	158.48	.00	158.48
210-70-41421	91.06	.00	91.06
210-70-41423	266.71	.00	266.71
210-70-41424	384.12	.00	384.12
210-70-41703	399.54	.00	399.54
210-70-41711	57.66	.00	57.66
210-70-41719	139.52	.00	139.52
210-70-41747	135.00	.00	135.00
210-70-41791	12,473.92	.00	12,473.92
210-70-41795	768.45	183.00-	585.45
220-00-32810	5,133.00	.00	5,133.00
230-00-32810	3,439.00	.00	3,439.00
230-75-41549	3,175.35	.00	3,175.35
Grand Totals:	<u>144,153.86</u>	<u>748.43-</u>	<u>143,405.43</u>

Summary by General Ledger Posting Period

GL Posting Period	Debit	Credit	Net
06/22	.00	328.51-	328.51-
05/23	.00	175.00-	175.00-
08/23	144,153.86	244.92-	143,908.94
Grand Totals:	<u>144,153.86</u>	<u>748.43-</u>	<u>143,405.43</u>

**Return to Agenda**



**AGENDA ITEM SUMMARY**

**DATE:** 8/28/2023    **DEPARTMENT:** Treasurer    **DEPT. HEAD SIGNATURE:** BS \_\_\_\_\_

**SUBJECT:**

Treasurer’s Reports – Unaudited Treasurer’s Reports for the month of July 2023.

**AUTHORITY:**  ID Code 50-1011     IAR \_\_\_\_\_     City Ordinance/Code \_\_\_\_\_  
(IF APPLICABLE)

**BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:**

**Financial Statements** for the month of July 2023 in “Snapshot” format follow.

**Cash Flow Analysis** for the past four years through July of each year.

**Year to Date LOT** receipts for the month of July (September-June sales and rentals) have continued to be strong but are pulling back a bit. YTD July 2023 receipts are now UP 9.5% from last year, up 36.31% from FY21, up 78.43% from FY20, 5.67% from FYE 19, up 72.93% from FY18, up 72.11% from FYE17, increased 92.08% from FYE16, up 114.59% from FYE 15, 140.57% better than FYE 14, 147.44% better than FYE 13. The reports submitted to Sun Valley Air Services are included as is the category report. The Chamber’s reports for July (Draw sheet) have not yet been sent.

**Development Impact Fees Cash Flow** report is attached.

**Investment Report** is included. LGIP interest for July is 4.92%.

**FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:**

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

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

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

**RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:**

Feel free to contact me if you have any questions; please approve as consent agenda item.

**FOLLOW-UP REMARKS:\***

**CITY OF HAILEY SNAPSHOT OF REVENUE, EXPENSES, FUND BALANCE AND LIQUID ASSETS**

as of 7/31/2023

	General Fund		Water Fund		Waste Water		Water Replacement		Waste Water Repl	
	YTD	Budget	YTD	Budget	YTD	Budget	YTD	Budget	YTD	Budget
Revenue*	7,101,513	9,149,588	1,311,328	2,057,162	2,467,562	2,296,249	517,546	423,120	297,597	1,584,560
Legislative	316,957	662,807								
Finance	329,856	423,238								
Comm Dev	460,233	716,992								
Police	1,569,687	1,935,407								
Streets	1,209,165	2,169,193								
Public Works	128,713	190,349								
Library	686,830	812,525								
Parks	277,944	811,385								
Fire	624,942	1,427,692								
Departmental Expenses	<u>5,604,327</u>	<u>9,149,588</u>	1,610,936	3,248,938	2,065,889	4,709,096	111,236	423,120	86,595	1,584,560
Net Revenue over Expenses	1,497,186	-	(299,608)	(1,191,776)	401,673	(2,412,847)	406,310	-	211,002	-
Fund Balance** at 9/30/2021	7,137,120	7,137,120	4,209,160	4,209,160	4,223,285	4,223,285	3,575,160	3,575,160	1,905,471	1,905,471
Change in Fund Balance	1,497,186	-	(299,608)	(1,191,776)	401,673	(2,412,847)	406,310	-	211,002	-
Fund Balance YTD	8,634,306	7,137,120	3,909,552	3,017,384	4,624,958	1,810,438	3,981,470	3,575,160	2,116,473	1,905,471
CASH IN BANKS										
Cash in Combined Checking	(276,068)		(36,865)		3,348		1,002,588		(11,966)	
LGIP	2,557,630		2,386,319		2,652,919		2,534,045		2,123,043	
LGIP	2,626,625		203,610		635,028					
LGIP	33,256				871,756					
LGIP CCD rate stabilization	226,168									
PIPER SANDLER investments	1,500,000		1,000,000	-				1,499,788		

\* For Revenue detail, please see **General Fund Cash Flow Comparison** .

\*\* Cash Fund Balance, does not include depreciable assets in proprietary funds. Unaudited.

**CASH FLOW ANALYSIS FOR FIRST TEN MONTHS OF FISCAL YEAR**

		FYE 23		FYE 22		FYE 21		FYE 20	
GENERAL FUND REVENUE		CURRENT YEAR		PRIOR YEAR		PRIOR YEAR		PRIOR YEAR	
Acct No	Account Description	at 7/31/2023		at 7/31/2022		at 7/31/2021	Budget	at 7/31/2020	Budget
100-00-31001	Property Taxes from County	3,005,239	3,027,298	2,920,338	2,896,936	2,785,616	2,785,514	2,652,301	2,670,063
100-00-31009	Sales Tax Revenue through County					-	-	148,111	185,969
100-00-31910	Penalties & Interest On Taxes	6,130	14,500	10,030	14,500	7,152	14,500	3,913	14,120
100-00-31911	Motor Vehicle Fines through Co	50,934	65,000	61,326	65,000	55,042	85,000	65,479	100,000
100-00-32205	Alcohol Catering Licenses	420	1,000	360	1,000	220	1,000	120	3,500
100-00-32209	Police Security		500			-	500	0	
100-00-32210	Building Permits	583,508	706,063	826,629	588,386	421,598	225,000	277,146	250,000
100-00-32211	Business Licenses	32,611	45,000	32,512	30,000	32,670	30,000	31,680	43,000
100-00-32212	HPD Traffic School & Muni Code Viol (80)				500	315		755	0
100-00-32213	Business Licenses - LOT	741,827	1,630,752	681,115	1,196,430	536,093	390,745	403,761	648,300
100-00-32215	Donations-Fireworks		18,000	10	15,000	2,586	7,500		15,000
100-00-32216	Donations- HPD, HPL, Misc	65,091	-	31,396	8,000	41,338	10,000	27,936	25,000
100-00-32220	Encroachment Permits	23,409	19,500	10,100	15,000	10,675	8,000	10,550	14,000
100-00-32230	Franchises-Cable T.V.	60,767	90,000	62,639	80,000	63,595	80,000	60,323	79,583
100-00-32234	Banner Fees	2,750	4,000	2,200	4,000	903	4,000	2,350	5,000
100-00-32235	Franchise Fees-Idaho Power	233,717	195,000	201,619	188,000	188,009	188,000	155,276	185,900
100-00-32236	Franchises-Intermountain Gas	104,833	70,000	74,879	66,700	53,141	66,700	61,830	73,500
100-00-32237	Rubbish Company Franchise Fees	101,725	112,840	91,306	86,800	70,705	78,800	67,068	76,000
100-00-32257	Library Fines & Memberships	5,259	5,000	6,058	4,000	4,668	10,000	6,427	15,000
100-00-32265	Park Rental Fees	15,778	25,000	17,251	10,000	19,750	10,000	8,524	16,560
100-00-32266	Hailey Rodeo Park Rental & Security Fees	-	4,000		4,000	2,450	4,000		10,000
100-00-32273	Property Sales	-			2,000	-			10,000
100-00-32280	R. V. Dump Fees	903	1,500	713	1,500	874	1,200	908	1,000
100-00-32286	Sign and Fence Permits	280	2,600	869	2,000	1,150	2,000	519	2,500
100-00-32290	Fire Dept Permits	48,258	39,900	63,131	23,000	53,190	19,000	27,808	21,637
100-00-32294	Subdivision Inspection Permits	3,956	20,000	2,349	5,000	46,610	1,000	16,379	2,000
100-00-32296	Zoning Applications	25,722	44,070	69,756	33,990	38,705	25,000	41,982	29,000
100-00-32298	Maps, Copies & Postage	3,627	5,000	9,344	5,000	6,656	5,000	4,905	10,000
100-00-32413	Interest Earned	252,164	20,000	13,190	15,000	9,342	40,000	40,746	45,000
100-00-32415	Refunds	16,921	15,000	83,175	15,000	61,071	15,000	47,521	20,250
100-00-32417	Mutual Aid Reimbursements	60,067	-	117,600	113,250	26,001		0	0
100-00-33510	State Shared Liquor Apport.	200,217	322,010	193,206	279,496	106,782	223,285	133,971	202,855
100-00-33550	State Shared Sales Tax	518,519	1,162,461	687,463	871,554	552,893	648,158	490,998	543,188
100-00-33560	State Shared Highway Users Fund	402,510	516,852	534,333	420,652	464,750	331,268	288,976	389,894
100-00-33570	State Shared Grant	251,699	-	825		48,577		5,014	0
100-00-34000	CCD Public Outreach for recycling	16,954	19,240	15,218	14,800	11,784	13,330	10,196	12,500
100-00-34003	Rubbish BookKeeping Contract	101,725	112,840	91,306	86,800	70,705	78,800	68,050	76,000
100-00-34004	Police Security Contracts	3,573	10,000	5,515	10,000	1,644	10,000	4,693	13,500
100-00-34006	Police Security Contracts-School	160,000	212,662	196,910	196,910	191,338	185,764	185,765	185,764
100-00-34007	ARPA funding transfer		600,000						
100-00-34008	JOA WR Assistant Chief	420	12,000	-	30,000	17,546	20,000	24,080	92,109
<b>GENERAL FUND REVENUE</b>		<b>7,101,513</b>	<b>9,149,588</b>	<b>7,114,671</b>	<b>7,400,204</b>	<b>6,006,143</b>	<b>5,618,064</b>	<b>5,376,060</b>	<b>6,087,692</b>
<b>Rev. Dif from previous year</b>		<b>(13,158)</b>		<b>1,108,527</b>		<b>630,083</b>		<b>277,840</b>	
<b>GENERAL FUND EXPENSES</b>									
LEGISLATIVE		316,957	662,807	309,256	451,631	200,541	241,625	224,525	341,124
FINANCE		329,856	423,238	308,852	395,817	277,603	336,035	273,390	357,468
COMMUNITY DEVELOPMENT		460,233	716,992	433,511	697,715	338,982	393,057	340,619	424,437
POLICE		1,569,687	1,935,407	1,300,751	1,720,276	1,278,167	1,546,782	1,338,058	1,645,838
STREET		1,209,165	2,169,193	1,084,214	2,130,625	985,690	1,422,874	1,041,137	1,513,633
PUBLIC WORKS		128,713	190,349	103,685	155,495	76,137	106,449	66,122	110,384
LIBRARY		686,830	812,525	570,891	695,586	456,323	558,007	494,411	593,566
PARKS		277,944	811,385	245,918	518,251	261,493	421,937	248,096	448,909
FIRE		624,942	1,427,692	536,276	833,636	442,638	591,298	374,858	652,333
<b>TOTAL EXPENSES</b>		<b>5,604,327</b>	<b>9,149,588</b>	<b>4,893,354</b>	<b>7,599,032</b>	<b>4,317,574</b>	<b>5,618,064</b>	<b>4,401,215</b>	<b>6,087,692</b>
General Fund Balance		1,497,186	0	2,221,317	(198,828)	1,688,570	0	974,845	0
		61.3%		64.4%		76.9%		72.3%	
<b>PROPRIETARY FUNDS</b>									
<b>WATER FUND REVENUE</b>		<b>1,311,328</b>	<b>2,057,162</b>	<b>1,171,330</b>	<b>1,772,551</b>	<b>1,292,293</b>	<b>1,706,473</b>	<b>1,166,479</b>	<b>1,766,800</b>
<b>WATER FUND EXPENSES</b>		<b>1,610,936</b>	<b>3,248,938</b>	<b>1,278,938</b>	<b>2,420,332</b>	<b>1,070,338</b>	<b>2,149,310</b>	<b>935,127</b>	<b>3,006,738</b>
<b>WATER FUND BALANCE</b>		<b>(299,608)</b>	<b>(1,191,776)</b>	<b>(107,608)</b>	<b>(647,781)</b>	<b>221,955</b>	<b>(442,837)</b>	<b>231,352</b>	<b>(1,239,938)</b>
<b>WASTE WATER FUND REVENUE</b>		<b>2,467,562</b>	<b>2,296,249</b>	<b>2,060,640</b>	<b>2,296,249</b>	<b>1,858,342</b>	<b>2,050,000</b>	<b>1,879,724</b>	<b>2,050,000</b>
<b>WASTE WATER FUND EXPENSES</b>		<b>2,065,889</b>	<b>4,709,096</b>	<b>1,820,459</b>	<b>3,160,297</b>	<b>1,189,227</b>	<b>2,802,139</b>	<b>1,142,768</b>	<b>2,573,447</b>
<b>WASTE WATER FUND BALANCE</b>		<b>401,673</b>	<b>(2,412,847)</b>	<b>240,181</b>	<b>(864,048)</b>	<b>669,115</b>	<b>(752,139)</b>	<b>736,956</b>	<b>(523,447)</b>
<b>WATER replacement FUND REVENUE</b>		<b>519,546</b>	<b>423,120</b>	<b>674,054</b>	<b>128,650</b>	<b>453,799</b>	<b>141,720</b>	<b>271,265</b>	<b>138,640</b>
<b>WATER replacement FUND EXPENSES</b>		<b>111,236</b>	<b>423,120</b>	<b>243,720</b>	<b>252,000</b>	<b>85,817</b>	<b>252,000</b>	<b>84,269</b>	<b>123,000</b>
<b>WATER replacement FUND BALANCE</b>		<b>408,310</b>	<b>-</b>	<b>430,333</b>	<b>(123,350)</b>	<b>367,982</b>	<b>(110,280)</b>	<b>186,996</b>	<b>15,640</b>
<b>WASTE WATER replacement FUND REVENUE</b>		<b>297,597</b>	<b>1,584,560</b>	<b>458,308</b>	<b>86,450</b>	<b>293,976</b>	<b>82,160</b>	<b>167,709</b>	<b>82,160</b>
<b>WASTE WATER replacement FUND EXPENSES</b>		<b>86,595</b>	<b>1,584,560</b>	<b>484,863</b>	<b>900,000</b>	<b>17,779</b>	<b>523,000</b>	<b>0</b>	<b>430,000</b>
<b>WASTE WATER replacement FUND BALANCE</b>		<b>211,002</b>	<b>-</b>	<b>(26,555)</b>	<b>(813,550)</b>	<b>276,197</b>	<b>(440,840)</b>	<b>167,709</b>	<b>(347,840)</b>

CITY OF HAILEY LOCAL OPTION TAX RECEIPT AND EXPENDITURE ANALYSIS AND CASH FLOW

EXPENDITURE DESCRIPTION	MONTH	PAYMENTS	Air Services	HAILEY ICE & SR CONNECTION	EMERGENCY SERVICES	TOTAL EXPENSES	RECEIPTS	Chg	LOT BALANCE
ACCUMULATIVE TOTALS THROUGH 9/30/06		\$0.00	Board	\$0.00	\$0.00		1% Air	%	
FISCAL YEAR ENDING 9/30/07		\$234,196.00		\$10,000.00	\$38,000.00	\$382,196.00	\$92,718.67		\$368,300.45
ACCUMULATIVE TOTALS THROUGH 9/30/07		\$234,196.00		\$10,000.00	\$38,000.00	\$382,196.00	\$92,718.67		\$368,300.45
FISCAL YEAR ENDING 9/30/08		\$294,289.32		\$49,343.95	\$0.00	\$463,633.27	\$376,920.49	2%	\$376,920.49
ACCUMULATIVE TOTALS THROUGH 9/30/08		\$528,485.32		\$59,343.95	\$38,000.00	\$845,829.27	\$376,920.49	2%	\$376,920.49
FISCAL YEAR ENDING 9/30/09		\$146,490.24		\$74,138.00	\$70,000.00	\$311,640.20	\$337,939.61	-17.32%	\$337,939.61
ACCUMULATIVE TOTALS THROUGH 9/30/09		\$674,975.56		\$133,481.95	\$108,000.00	\$1,150,357.51	\$337,939.61	-17.32%	\$337,939.61
FISCAL YEAR ENDING 9/30/10		\$167,474.64		\$69,000.00	\$75,000.00	\$311,474.64	\$312,734.63	0.35%	\$482.29
ACCUMULATIVE TOTALS THROUGH 9/30/10		\$842,450.20		\$202,481.95	\$183,000.00	\$1,461,832.15	\$1,462,314.44		\$1,462,314.44
FISCAL YEAR ENDING 9/30/11		\$59,700.00		\$68,000.00	\$75,000.00	\$300,000.00	\$324,478.37	3.76%	\$324,478.37
ACCUMULATIVE TOTALS THROUGH 9/30/11		\$902,150.20		\$270,481.95	\$258,000.00	\$1,761,832.15	\$1,786,792.81		\$1,786,792.81
FISCAL YEAR ENDING 9/30/12		\$153,130.03		\$61,000.00	\$65,000.00	\$333,327.35	\$333,327.35	2.73%	\$333,327.35
ACCUMULATIVE TOTALS THROUGH 9/30/12		\$1,055,280.23		\$331,481.95	\$323,000.00	\$2,123,162.18	\$2,120,120.16		\$2,120,120.16
FISCAL YEAR ENDING 9/30/13		\$120,170.38		\$61,000.00	\$65,000.00	\$348,890.15	\$348,890.15	4.67%	\$348,890.15
ACCUMULATIVE TOTALS THROUGH 9/30/13		\$1,207,170.38		\$392,481.95	\$388,000.00	\$2,469,052.33	\$2,469,010.31		\$2,469,010.31
FISCAL YEAR ENDING 9/30/14		\$124,009.66	\$47,409.27	\$61,000.00	\$68,000.00	\$400,418.93	\$366,634.59	5.09%	\$366,634.59
ACCUMULATIVE TOTALS THROUGH 9/30/14		\$1,331,180.04	\$47,409.27	\$453,481.95	\$456,000.00	\$2,869,471.26	\$2,835,644.90		\$2,835,644.90
FISCAL YEAR ENDING 9/30/15		\$186,664.65	\$70,087.79	\$61,000.00	\$68,000.00	\$482,539.68	\$401,126.16	9.41%	\$5,641.87
ACCUMULATIVE TOTALS THROUGH 9/30/15		\$1,517,844.69	\$117,497.06	\$514,481.95	\$524,000.00	\$3,352,010.94	\$3,236,771.06	12.41%	\$3,236,771.06
FISCAL YEAR ENDING 9/30/16		\$202,168.97	\$83,129.35	\$61,000.00	\$68,000.00	\$521,298.32	\$450,912.25		\$450,912.25
ACCUMULATIVE TOTALS THROUGH 9/30/16		\$1,720,013.66	\$200,626.41	\$575,481.95	\$592,000.00	\$3,873,309.26	\$3,687,683.31		\$3,687,683.31
FISCAL YEAR ENDING 9/30/17		\$239,500.00	\$93,456.19	\$65,000.00	\$72,500.00	\$608,456.20	\$498,284.09	10.51%	\$498,284.09
ACCUMULATIVE TOTALS THROUGH 9/30/17		\$1,959,513.66	\$294,082.60	\$640,481.95	\$664,500.00	\$4,481,765.46	\$4,185,967.40		\$4,185,967.40
FISCAL YEAR ENDING 9/30/18		\$295,500.00	\$92,015.49	\$65,000.00	\$75,000.00	\$617,315.49	\$494,268.47	-0.80%	\$494,268.47
ACCUMULATIVE TOTALS THROUGH 9/30/18		\$2,255,013.66	\$386,098.09	\$705,481.95	\$739,500.00	\$5,099,080.95	\$4,680,255.87	18.88%	\$4,680,255.87
FISCAL YEAR ENDING 9/30/19		\$278,050.00	\$108,972.87	\$77,487.50	\$78,750.00	\$634,260.37	\$586,132.66		\$586,132.66
ACCUMULATIVE TOTALS THROUGH 9/30/19		\$2,533,063.66	\$495,070.95	\$782,969.45	\$818,250.00	\$5,733,341.32	\$5,266,388.53	-22.91%	\$5,266,388.53
FISCAL YEAR ENDING 9/30/20		\$285,113.66	\$79,596.56	\$67,168.07	\$86,000.00	\$611,814.63	\$451,869.38		\$451,869.38
ACCUMULATIVE TOTALS THROUGH 9/30/20		\$2,818,177.32	\$574,667.51	\$850,137.52	\$904,250.00	\$6,345,155.94	\$5,718,257.91	47.66%	\$5,718,257.91
FISCAL YEAR ENDING 9/30/21		\$45,045.00	\$79,087.10	\$70,492.64	\$62,500.00	\$86,320.74	\$667,219.67		\$667,219.67
ACCUMULATIVE TOTALS THROUGH 9/30/21		\$3,363,158.66	\$703,754.61	\$920,630.16	\$966,750.00	\$7,203,880.68	\$6,385,477.58		\$6,385,477.58
Fire Dept	Oct-21	\$13,312.08		\$0.00	\$6,395.83	\$19,707.91	\$13,997.98	48.8%	\$65,823.55
Downtown Beautification, Streets Maint	Nov-21	\$8,320.35		\$0.00	\$20,500.00	\$28,820.35	\$8,749.05	29.5%	\$84,912.45
SVED	Dec-21	\$5,483.19		\$13,331.91	\$22,395.83	\$44,210.93	\$5,765.71	51.2%	\$34,732.57
Downtown Beautification, Streets Maint	Jan-22	\$10,459.20		\$6,489.02	\$4,000.00	\$6,395.83	\$10,998.11	69.8%	\$56,169.13
Downtown Beautification, Streets Maint	Feb-22	\$17,562.22		\$4,315.49	\$6,395.83	\$28,273.54	\$18,467.11	74.9%	\$75,405.30
Downtown Beautification, Streets Maint	Mar-22	\$15,724.85		\$4,718.40	\$20,500.00	\$6,395.83	\$16,535.07	35.9%	\$71,249.20
Downtown Beautification, Parks & Streets	Apr-22	\$13,665.36		\$8,012.02	\$0.00	\$28,073.21	\$14,369.46	15.1%	\$62,139.35
Downtown Beautification, Parks & Streets	May-22	\$4,865.46		\$20,500.00	\$6,395.83	\$37,094.63	\$5,116.15	-3.2%	\$34,354.03
Downtown Beautification, Parks & Streets	Jun-22	\$5,054.91		\$6,768.06	\$6,395.83	\$38,718.80	\$5,315.36	-7.0%	\$47,138.15
Downtown Beautification, Parks & Streets	Jul-22	\$15,153.91		\$14,648.66	\$6,395.83	\$82,031.74	\$15,934.71	-14.0%	\$68,401.12
Hailey Arts Commission	Aug-22	\$8,000.00		\$8,479.91	\$6,395.83	\$49,428.70	\$27,921.10	-1.1%	\$115,596.58
Downtown Beaut., Parks & Streets, Lib RR, Snow/Expmnt	Sep-22	\$20,761.73		\$13,486.53	\$20,500.00	\$119,645.83	\$21,831.47	-3.7%	\$93,446.96
FISCAL YEAR ENDING 9/30/22		\$286,000.00	\$156,916.21	\$80,250.00	\$86,000.00	\$815,166.21	\$773,368.39	15.91%	\$773,368.39
ACCUMULATIVE TOTALS THROUGH 9/30/22		\$3,649,158.66	\$860,670.82	\$1,000,880.16	\$1,052,750.00	\$8,019,146.89	\$898,404.77		\$7,158,845.97
Fire Dept	Oct-22	\$13,563.08		\$8,583.33	\$7,419.17	\$29,555.58	\$14,251.40	2.4%	\$67,394.46
Downtown Beautification, Streets Maint	Nov-22	\$10,003.97		\$8,583.33	\$23,000.00	\$25,419.17	\$10,519.42	11.0%	\$54,309.55
SVED	Dec-22	\$5,529.38		\$6,838.74	\$7,419.17	\$22,787.29	\$5,814.28	9.3%	\$37,977.45
Downtown Beautification, Streets Maint	Jan-23	\$50,491.67		\$11,651.46	\$5,000.00	\$66,729.89	\$12,794.53	6.2%	\$59,647.11
Downtown Beautification, Streets Maint	Feb-23	\$19,259.89		\$5,871.07	\$7,419.17	\$32,550.13	\$20,252.25	15.8%	\$73,545.97
Downtown Beautification, Streets Maint	Mar-23	\$16,613.80		\$4,925.28	\$23,000.00	\$7,419.17	\$15,013.64	5.6%	\$75,267.21
Downtown Beautification, Parks & Streets	Apr-23	\$14,277.97		\$6,064.37	\$7,419.17	\$27,761.51	\$17,469.82	19.9%	\$74,499.87
Downtown Beautification, Parks & Streets	May-23	\$6,447.36		\$10,614.26	\$7,419.17	\$74,972.45	\$45,657.18	32.9%	\$45,657.18
Downtown Beautification, Parks & Streets	Jun-23	\$6,207.20		\$7,526.78	\$23,000.00	\$7,419.17	\$6,527.02	-6.5%	\$44,062.07
Hailey Arts Commission	Jul-23	\$13,750.49		\$8,587.54	\$7,419.17	\$80,248.87	\$14,458.98	5.0%	\$71,828.05
Downtown Beaut., Parks & Streets, Lib RR, Snow/Expmnt	Aug-23	\$8,000.00		\$8,583.33	\$7,419.17	\$33,225.94	\$30,729.17	0.0%	\$115,596.58
FISCAL YEAR ENDING 9/30/23		\$50,491.67	\$29,223.44	\$15,170.50	\$23,000.00	\$324,469.17	\$442,354.77	6.93%	\$93,446.96
ACCUMULATIVE TOTALS THROUGH 9/30/23		\$639,922.00	\$176,257.61	\$103,000.00	\$97,000.00	\$1,440,259.61	\$1,083,744.00		\$7,985,835.42
Year-to-date change UP 9.5% over FY22, 36.31% from FY21, up 78.43% from FY20, up 45.67% v FY19, up 72.93% v FY18, +72.11% compared with FY 17, +92.08% compared with FY 16, up 114.59% compared with FY 15, up 140.57% when compared with FY 14, +147.44 compared with FY 13 and +161.27% compared with FY12		\$4,289,080.66	\$1,036,928.43	\$1,149,750.00	\$1,879,767.24	\$9,459,406.51	\$1,083,744.00		\$7,985,835.42

Month of L.O.T. Payment to Retail Establishment (City receives in month following payment to business) (at 4/29/19)	Lodging & Rental Cars 3% Tax (8? Businesses)	Short Term Rentals 3% (29 ShortTerm sites) 1/31/2019	1% Air	Alcohol Beverages 2% Tax (15? Businesses)	Restaurant Food 1% Tax (23? Businesses)	Monthly Total	Penalty
FYE 9/30/2006 (3 months collected in first year)	\$79,998.51			\$11,959.47	\$31,274.14	\$123,232.12	\$ -
FYE 9/30/2007	\$219,816.63			\$47,957.72	\$105,888.56	\$373,662.91	\$346.34
FYE 9/30/2008	\$215,375.75			\$45,661.79	\$110,790.35	\$371,827.89	\$1,235.36
FYE 9/30/2009	\$163,489.38			\$40,465.86	\$102,727.58	\$306,682.82	\$1,093.57
FYE 9/30/2010	\$163,137.76	\$216.00		\$43,749.89	\$104,365.59	\$311,253.24	\$587.02
FYE 9/30/2011	\$158,010.54	\$94.84		\$45,845.48	\$111,747.96	\$315,603.98	\$750.76
FYE 9/30/2012	\$170,970.28	\$258.21		\$48,144.39	\$115,899.49	\$335,014.16	\$579.20
FYE 9/30/2013	\$180,541.81	\$316.92		\$48,526.08	\$119,782.37	\$348,850.26	\$655.81
FYE 9/30/2014	\$194,566.46	\$468.95	Short Term Lodging 1% Air	\$49,229.77	\$123,960.08	\$422,566.62	\$841.58
FYE 9/30/2015	\$217,876.99	\$797.14	\$72,625.66	\$51,644.80	\$133,652.48	\$475,799.93	\$1,330.55
FYE 9/30/2016	\$259,269.30	\$3,595.75	\$87,358.03	\$53,085.08	\$140,659.83	\$543,967.99	\$2,191.42
FYE 9/30/2017	\$282,533.65	\$4,956.92	\$95,830.19	\$55,985.70	\$145,871.55	\$585,178.01	\$1,944.33
FYE 9/30/2018	\$279,300.67	\$7,634.44	\$95,645.04	\$56,924.56	\$153,772.72	\$593,277.43	\$2,393.03
FYE 9/30/2019	\$294,645.69	\$49,195.91	\$114,613.87	\$65,309.70	\$166,209.84	\$689,975.01	\$9,541.14
2020							
October	\$15,224.85	\$1,796.93	\$5,673.93	\$4,557.55	\$13,560.64	\$40,813.89	\$126.89
November	\$7,551.53	\$1,806.54	\$3,119.36	\$3,911.87	\$10,914.86	\$27,304.15	\$44.06
December	\$22,362.10	\$2,114.69	\$8,158.93	\$5,403.69	\$13,594.32	\$51,633.72	\$72.83
January	\$38,923.22	\$2,178.98	\$13,700.74	\$4,912.46	\$12,584.29	\$72,299.69	\$551.40
February	\$26,500.10	\$3,185.54	\$9,895.21	\$5,048.40	\$12,559.20	\$57,188.45	\$21.41
March	\$14,645.72	\$559.02	\$5,068.25	\$2,255.26	\$7,374.20	\$29,902.44	\$95.65
April	\$5,472.20	\$18.60	\$1,830.27	\$205.00	\$6,125.06	\$13,651.12	\$12.74
May	\$4,502.03	\$88.84	\$1,530.29	\$1,014.45	\$9,331.85	\$16,467.46	\$26.46
June	\$11,987.72	\$2,559.27	\$4,849.00	\$2,899.17	\$12,997.87	\$35,293.03	\$28.11
July	\$27,193.57	\$4,003.88	\$10,399.15	\$4,244.09	\$17,144.52	\$62,985.20	\$13.86
August	\$31,339.07	\$2,526.55	\$11,288.54	\$3,923.45	\$16,091.47	\$65,169.07	\$8.41
September	\$22,799.80	\$2,946.32	\$8,582.04	\$3,858.86	\$16,196.28	\$54,383.30	\$46.18
FYE 9/30/2020	\$228,501.89	\$23,785.15	\$84,095.68	\$42,234.25	\$148,474.56	\$527,091.52	\$1,048.00
2021							
October	\$17,058.77	\$2,789.14	\$6,615.97	\$3,716.90	\$14,225.62	\$44,406.39	
November	\$9,113.39	\$222.08	\$3,111.82	\$2,700.79	\$11,500.17	\$26,648.25	\$79.75
December	\$14,755.91	\$3,893.78	\$6,216.56	\$2,439.16	\$12,688.46	\$39,993.87	\$20.33
January	\$19,857.78	\$3,496.07	\$7,784.62	\$3,459.33	\$13,001.32	\$47,599.11	\$328.07
February	\$33,270.92	\$2,672.54	\$11,981.16	\$3,699.39	\$12,980.60	\$64,604.61	\$35.19
March	\$30,820.76	\$4,537.39	\$11,786.05	\$4,819.71	\$14,620.22	\$66,584.12	\$129.39
April	\$14,862.42	\$3,207.05	\$6,023.16	\$4,342.24	\$14,346.76	\$42,781.62	\$59.21
May	\$17,294.38	\$3,348.08	\$6,880.82	\$5,537.21	\$15,032.32	\$48,092.80	\$785.98
June	\$42,601.19	\$5,175.02	\$15,925.40	\$5,686.77	\$19,384.73	\$88,773.11	\$1,150.16
July	\$82,976.57	\$4,744.76	\$29,240.45	\$7,152.60	\$22,210.51	\$146,324.89	\$43.59
August	\$65,002.24	\$3,711.68	\$22,904.64	\$6,019.38	\$20,335.57	\$117,973.50	\$622.79
September	\$37,564.80	\$4,429.13	\$13,997.98	\$5,551.40	\$17,225.99	\$78,769.29	\$189.93
FYE 9/30/2021	\$385,179.13	\$42,226.68	\$142,468.60	\$55,124.88	\$187,552.27	\$812,551.56	\$3,444.39
2022							
October	\$23,849.46	\$2,397.69	\$8,749.05	\$4,574.48	\$16,590.77	\$56,161.45	\$135.06
November	\$14,289.77	\$3,007.35	\$5,765.71	\$4,055.88	\$12,664.44	\$39,783.15	\$79.88
December	\$29,224.36	\$3,769.97	\$10,998.11	\$4,819.39	\$16,394.13	\$65,205.96	\$80.61
January	\$48,311.31	\$7,090.01	\$18,467.11	\$5,040.85	\$16,273.42	\$95,182.70	
February	\$44,904.64	\$4,700.57	\$16,535.07	\$5,120.73	\$14,998.07	\$86,259.08	\$5.69
March	\$38,921.84	\$4,186.53	\$14,369.46	\$5,048.06	\$15,151.72	\$77,677.60	\$13.48
April	\$13,202.72	\$2,145.72	\$5,116.15	\$5,168.46	\$16,255.09	\$41,888.13	\$61.11
May	\$12,587.78	\$3,358.29	\$5,315.36	\$4,927.99	\$16,897.17	\$43,086.58	\$15.01
June	\$42,942.07	\$4,862.05	\$15,934.71	\$6,990.56	\$20,346.80	\$91,076.18	\$26.36
July	\$78,347.27	\$5,416.01	\$27,921.10	\$7,882.84	\$23,595.48	\$143,162.70	\$202.18
August	\$61,036.43	\$4,457.97	\$21,831.47	\$6,077.56	\$22,091.40	\$115,494.83	\$51.18
September	\$38,735.45	\$4,018.75	\$14,251.40	\$6,101.85	\$19,871.75	\$82,979.20	\$102.93
FYE 9/30/2022	\$446,353.09	\$49,410.92	\$165,254.67	\$65,808.65	\$211,130.24	\$937,957.56	\$773.49
2023							
October	\$27,587.66	\$3,970.61	\$10,519.42	\$5,737.61	\$18,866.85	\$66,682.14	\$104.90
November	\$14,850.70	\$2,592.14	\$5,814.28	\$4,750.43	\$14,173.50	\$42,181.05	\$179.91
December	\$33,439.60	\$4,944.00	\$12,794.53	\$6,927.10	\$19,059.24	\$77,164.47	\$91.09
January	\$55,520.60	\$5,236.16	\$20,252.25	\$5,722.05	\$18,196.95	\$104,928.00	\$544.85
February	\$47,311.96	\$5,097.51	\$17,469.82	\$5,673.00	\$17,442.29	\$92,994.58	\$92.25
March	\$42,643.27	\$2,397.65	\$15,013.64	\$6,012.48	\$18,224.53	\$84,291.56	\$262.68
April	\$17,692.01	\$2,646.66	\$6,779.56	\$4,697.04	\$13,437.10	\$45,252.36	\$560.43
May	\$16,147.34	\$3,433.70	\$6,527.01	\$4,594.35	\$17,240.84	\$47,943.24	\$80.21
June	\$38,400.48	\$4,976.47	\$14,458.98	\$5,438.67	\$20,009.79	\$83,284.39	\$450.47
July				\$591.30	\$167.45	\$758.75	
FYE 9/30/2023	\$293,593.60	\$35,294.89	\$109,629.49	\$50,144.03	\$156,818.54	\$645,480.54	\$2,366.79
	\$4,233,161.12	\$218,252.70	\$1,022,331.53	\$877,802.10	\$2,370,578.15	\$8,719,973.55	\$31,122.78

**CASH FLOW of 1% LOT for FYE 23 (October - September revenues and receipt of funds)**

HAILEY	FY22 Actual		FY23 Budget		FY23 Actual		FY23 Actual		4.9%		AMOUNT PAID ASB
	BED/CAR1%	BED/CAR3%	BED/CAR1%	Bud net	BED/CAR3%	BED/CAR1%	BED/CAR1%	MINUS COST	NET		
OCT	8,749.05	92,187.50	30,729.17	29,223.44	31,558.27	10,519.42		(515.45)	10,003.97		
NOV	5,765.71	92,187.50	30,729.17	29,223.44	17,442.84	5,814.28		(1,534.90)	4,279.38		
DEC	10,998.11	92,187.50	30,729.17	29,223.44	38,383.60	12,794.53		(626.93)	12,167.60		
JAN	18,467.11	92,187.50	30,729.17	29,223.44	60,756.76	20,252.25		(992.36)	19,259.89		
FEB	16,535.07	92,187.50	30,729.17	29,223.44	52,409.47	17,469.82		(856.02)	16,613.80		
MAR	14,369.46	92,187.50	30,729.17	29,223.44	45,040.92	15,013.64		(735.67)	14,277.97		
APR	5,116.15	92,187.50	30,729.17	29,223.44	20,338.67	6,779.56		(332.20)	6,447.36		
MAY	5,315.36	92,187.50	30,729.17	29,223.44	19,581.04	6,527.01		(319.82)	6,207.19		
JUNE	15,934.71	92,187.50	30,729.17	29,223.44	43,376.95	14,458.98		(708.49)	13,750.49		
JULY	27,921.09	92,187.50	30,729.17	14,611.72		15,496.21		(759.31)	14,736.89		
AUG	21,831.47	92,187.50	30,729.17	14,611.72		12,116.46		(593.71)	11,522.76		
SEPT	14,251.40	92,187.50	30,729.17	14,611.72		7,909.53		(387.57)	7,521.96		
								0.00	0.00		
								0.00	0.00		
								0.00	0.00		
<b>Total</b>	<b>165,254.67</b>	<b>1,106,250.00</b>	<b>368,750.00</b>	<b>306,846.09</b>	<b>328,888.52</b>	<b>145,151.70</b>		<b>(8,362.43)</b>	<b>136,789.27</b>		

**PAYABLE: SUN VALLEY AIR SERVICES BOARD**  
**ACCOUNT CODE: 100-10-41707**

25% Granicus  
 pd 10.11.22 #54146

5,000.00  
 1,250.00



**DEVELOPMENT IMPACT FEE CASH FLOW**

7/31/2023

REVENUE	FY8-15	FYE 16	FYE 17	FYE 18	FYE 19	FYE 20	FYE 21	FYE 22	FYE 23	TOTALS
		9/30/2016	9/30/2017	9/30/2018	9/30/2019	9/30/2020	9/30/2021	9/30/2022	7/31/2023	
DIF - PARKS	78,592	2,760	11,600	6,650	10,015	16,736	19,922	152,132	89,322	387,729
DIF - POLICE	51,620	9,824	217	-	-	-	-	-	-	61,661
DIF - TRANSP	300,309	91,812	73,123	42,775	115,827	126,801	121,410	354,448	177,655	1,404,159
DIF - FIRE	204,131	39,290	22,008	17,663	38,668	29,694	27,367	59,067	30,002	467,890
DIF - CIP	18,295	4,313	5,638	2,374	10,041	7,686	7,074	11,705	4,341	71,467
		WiseGuy agr								
	652,946	147,998	112,586	69,462	174,551	180,917	175,773	577,352	301,320	2,392,906
										Int FYE 09 690.37
										Int FYE 10 572.52
										Int FYE 11 766.40
										Int FYE 12 588.57
										Int FYE 13 231.40
										Int FYE 14 186.99
										Int FYE 15 166.25
										Int FYE 16 716.45
										Int FYE 17 1,008.97
										Int FYE 18 2,505.63
										Int FYE 19 5,091.73
										Int FYE 20 3,037.15
										Int FYE 21 624.40
										Int FYE 22 2,169.38
										Int FYE 23 11,148.32
										Expenses, actual and proposed thru FY23 (1,676,307.05)
										DIF bal 746,103.17
										Cash in LGIP 444,733.17
										Difference 301,370.00

**RECAP BY CATEGORY, not including interest**

	PARKS	POLICE	TRANSP	FIRE	CIP	TOTAL
FEES	387,729	61,661	1,404,159	467,890	71,467	2,392,906
EXPENSES FYE 08			30,000			30,000
EXPENSES FYE 09,10				18,567		18,567
EXPENSES FYE 11	63,070					63,070
EXPENSES FYE 12	-		135,686	75,563	7,500	218,749
EXPENSES FYE 13	8,224					8,224
EXPENSES FYE 15			45,195		9,500	54,695
EXPENSES FYE 16	12,300	31,981	13,750	27,224		85,255
EXPENSES FYE 17		29,681		134,690		164,371
EXPENSES FYE 18			138,252			138,252
<b>BALANCE to 10/1/18</b>	<b>304,135</b>	<b>(0)</b>	<b>1,041,276</b>	<b>211,846</b>	<b>54,467</b>	<b>1,611,723</b>
EXPENSES FYE 19	26,497	-	187,000	-	-	213,497
EXPENSES FYE 20						-
EXPENSES FYE 21	-		62,409	-	12,400	74,809
FY 22 Budgeted Expenses	66,000	(0)	360,819	-	-	426,819
FY 23 Budgeted Expenses				180,000		180,000
Anticipated Bal 9/30/23	211,638	-	431,048	31,846	42,067	716,599

**RECAP, WITH PROJECTED SPENDING OF DIF FOR CAPITAL PROJECTS FYE11-23**

	PARKS	POLICE	TRANSP	FIRE	CIP	TOTAL
Truck/Street Dept			(30,000)			
Skatepark Expansion	(22,070)					
Skatepark Irr. Syst	(21,000)					
RV Dump Station	(20,000)					
Fire Station Design				(18,567)		
Woodside Roundabout			(180,881)			
Firetruck - used				(75,563)		
R Caplan CIP update					(7,500)	
TischlerBise					(9,500)	
Skatepark	(8,224)					
<b>FY16 Proposed and Spent:</b>			(13,750)			
Snow Plow Wing						
HPD Station		(25,634)				
Park Projects	(12,300)					
Fire Truck FY 16				(27,224)		
Street Projects FY17						
Public Safety Bldg FY17		(36,027)		-		
Fire Truck FY 17				(134,690)		
Chipper/Spreader 30% 74K			(22,325)			
Balmoral Park complete	(26,497)					
PW4P 2nd, Croy ETC FY18-20			(302,928)			
Snow Storage FY21			(62,409)			
CIP Update TischlerBise					(12,400)	
Anticipated FY23	(66,000)		(360,819)	-	-	
<b>FYE23 PUMPER TRUCK</b>				<b>(180,000)</b>		
<b>Total FYE 11-23</b>	<b>176,091</b>	<b>61,661</b>	<b>973,111</b>	<b>436,044</b>	<b>29,400</b>	<b>1,676,307</b>
DIF interest thru 9/30/22	5,286		10,766	795	1,051	18,356.21
YTD interest FY 23	3210.27		6538.45	483.06	638.10	11,148.32



7/31/2023

## CITY OF HAILEY INVESTMENT REPORT

FUND	June interest 4.84%	STATE INV POOL PIPER SANDLER		Maturity	TOTAL	int pd	date pd
GENERAL (includes Fireworks)		2,590,885.88			2,590,885.88	15000	3-Jan
GENERAL -35% OPERTING RESERVE		2,626,625.21	1,500,400.00	3/6/24, 5/3/27	4,127,025.21	37750	31-Jan
CLEAR CREEK RATE STABILIZATION		226,168.45			226,168.45		31-Jan
<b>CAPITAL PROJECTS</b>		<b>1,214,766.68</b>			<b>1,214,766.68</b>	15000	3-Jan
CAPITAL PROJECTS ---in lieu fees		106,582.19			106,582.19		
CAPITAL PROJECTS DIF Reserve		444,733.17			444,733.17		
CAPITAL PROJECTS Public Art		33,742.25			33,742.25		
CAPITAL PROJECTS Pathways 4 P		241,721.02			241,721.02		
<b>CAPITAL PROJECTS Total</b>		<b>2,041,545.31</b>			<b>2,041,545.31</b>		
ARPA FUNDS		1,396,531.84			1,396,531.84	15000	3-Jan
RODEO PARK PROPETY TAX RCPTS		78,050.42			78,050.42		
WATER REVENUE		2,886,318.94	1,000,400.00	3/6/2024	3,886,718.94		
WATER RATE STABILIZATION		203,610.31			203,610.31		
WASTE WATER REV		2,652,918.63			2,652,918.63	15000	3-Jan
WASTE WATER BOND RESERVE		635,027.86			635,027.86		
WASTE WATER RATE STABILIZATION		871,756.15			871,756.15		
WATER REPLACEMENT		2,534,045.08	1,519,178.00	4.24.26, 5/3/27	4,053,223.08	37750	31-Jan
WASTE WATER REPLACEMENT		2,123,042.88			2,123,042.88		
<b>TOTAL</b>		<b>20,866,526.96</b>	<b>4,019,978.00</b>		<b>24,886,504.96</b>	<b>135,500</b>	



**Return to Agenda**

**AGENDA ITEM SUMMARY**

**DATE:** 08/28/2023      **DEPARTMENT:** Community Development      **DEPT. HEAD SIGNATURE:** RD

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**SUBJECT:** Consideration of a Planned Unit Development (PUD) Application by F & G Idaho, LLC, for approval of a three-story, eighteen (18) unit residential project, to be known as Maple Street Apartments. The project will be located at 50 W. Maple Street (Lots 16-20, Block 5, Hailey Townsite), within the General Residential (GR), Townsite Overlay (TO), and Downtown Residential Overlay (DRO) Zoning Districts. The project includes proposed public amenities and a request for waivers. As the public amenity, the PUD Application includes a proposal for six (6) community housing units, and the Applicant is requesting the following waivers:

1. Waiver to the Maximum Building Height of the General Residential (GR) and Townsite Overlay (TO) Zoning Districts: Increase the maximum building height from 30’ to 32’-6”.
  2. Waiver to the Minimum Lot Size for Planned Unit Developments: Reduce the minimum lot size from one (1) acre to 0.47 acres.
- 

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

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**BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:** The Applicant is requesting an approval to a Planned Unit Development Application, which would allow for the development of an eighteen (18) unit, multifamily project, located at 51 West Maple Street, in Hailey.

Under the PUD code and pursuant Chapter Developer Benefits, a request for modifications or waivers of the zoning and subdivision requirements is allowed where amenities are provided to the community. In exchange for the proposed public amenity of six (6) community housing units (see Local Rental Agreement attached), the Applicant requests the following waivers:

- A waiver to the maximum building height standard in the General Residential (GR) and Townsite Overlay (TO) Zoning Districts. The Applicant is proposing to increase the maximum building height standard from thirty feet (30’) to thirty-two feet and six inches (32’-6”); and
- A waiver to the minimum lot size for Planned Unit Developments (PUD). The Applicant is proposing a PUD for a lot smaller than one (1) acre, or a lot size of 0.47 acres.

**Amenity:** To further elaborate on the proposed community benefit, the Applicant proposes to deed restrict one-third (1/3) of the apartment units as a community housing amenity. Specifically, the Applicant proposes to restrict the units to the “Category L” criteria specified by the Blaine County Housing Authority (BCHA)— “No Income Limit but must be a full-time resident of Blaine County,” see BCHA’s [2020 Community Housing Guidelines, page 2.](#)

[“Category L” housing is important for providing housing for local workers earning](#) middle and upper middle income, 100-120% of the area median income (AMI). Preliminary data from the City’s Housing Needs Assessment shows that the rate of home ownership in these categories is disproportionately low. Category L, or Local Housing can help provide housing for the “missing middle”: people who work locally and earn too much to qualify for income restricted housing yet too little to purchase a home in Hailey. Staff welcomes the proposed community housing amenity for Local units and recommends the Council’s approval, finding that the proposed community housing amenity of six (6) deed restricted units warrants the requested waivers to maximum building height and minimum lot size for a PUD Agreement.

**Background:** After misunderstanding the thirty-foot (30’) building height standard for parcels zoned General Residential (GR) in the Townsite Overlay (TO), in March 2023, the Applicant pursued a Text Amendment Application to change the standard to be thirty-five feet (35’) in height, which, except for the TO District, is consistent with all other GR Districts city-wide. Staff recommended and drafted an Ordinance that would only increase the maximum building height for General Residential (GR) parcels in the Downtown Residential Overlay (DRO), not the entire Townsite Overlay (TO) Zoning District. While the Planning & Zoning Commission recommended the draft Ordinance to the City Council for approval,

the City Council questioned the integrity of a Text Amendment designed to meet one Applicant's needs. Rather than broadly institute a Text Amendment to serve one development application, the Council advised the Applicant to refine their proposal, submit a Planned Unit Development Application, and provide an amenity in exchange for a waiver.

Updated documents, including a draft Planned Unit Development Agreement and Local Rental Agreement, are attached hereto.

**Attachments:**

- Staff Report: PUD Maple Street Apartments
- Ordinance No.-\_\_\_\_\_: Authorizing the Execution of a Planned Unit Development Agreement
  - o Planned Unit Development Agreement
  - o Site Plan
  - o Draft Local Housing Rental Agreement

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

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**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"/> <u>Building</u>
<input type="checkbox"/> Library	<input checked="" type="checkbox"/> Planning	<input checked="" type="checkbox"/> Fire Dept.	<input type="checkbox"/> <u>Finances</u>
<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"/> _____

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**RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:**

**Motion Language:**

**Approval:** Motion to approve and conduct a first reading of Ordinance No.\_\_\_\_\_, an ordinance approving the Planned Unit Development (PUD) Application by F & G Idaho, LLC, for a three-story, eighteen (18) unit residential project, to be known as Maple Street Apartments— including waivers to the maximum allowed building height and minimum lot size for a PUD, as well as the provision of a community housing amenity— at 50 W. Maple Street (Lots 16-20, Block 5, Hailey Townsite), within the General Residential (GR), Townsite Overlay (TO), and Downtown Residential Overlay (DRO) Zoning Districts; finding that the project meets the standards under Section 17.10 of the Hailey Municipal Code, subject to Conditions 1-4 above, and read by title only.

**Denial:** Motion to deny the Planned Unit Development (PUD) Application by F & G Idaho, LLC, for approval of a three-story, eighteen (18) unit residential project, to be known as Maple Street Apartments at 50 W. Maple Street (Lots 16-20, Block 5, Hailey Townsite), within the General Residential (GR), Townsite Overlay (TO), and Downtown Residential Overlay (DRO) Zoning Districts; finding that the project does not meet the standards under Section 17.10 of the Municipal Code \_\_\_\_ [the Council should cite which standards are not met and provide the reason why each identified standard is not met].

**Continuation:** Motion to continue the public hearing for the Planned Unit Development (PUD) Application by F & G Idaho, LLC to \_\_\_\_\_ [the Council should specify a date].

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**ADMINISTRATIVE COMMENTS/APPROVAL:**

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

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**ACTION OF THE CITY COUNCIL:**

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

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**FOLLOW-UP:**

\*Ord./Res./Agrmt. /Order Originals:  
Copies (all info.):           Copies

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



**STAFF REPORT**  
**Hailey City Council**  
**Meeting of August 28, 2023**

**To:** Hailey City Council  
**From:** Robyn Davis, Community Development Director  
**Hearing:** August 28, 2023

**Overview:** Consideration of a Planned Unit Development (PUD) Application by F & G Idaho, LLC, for approval of a three-story, eighteen (18) unit residential project, to be known as Maple Street Apartments. The project will be located at 50 W. Maple Street (Lots 16-20, Block 5, Hailey Townsite), within the General Residential (GR), Townsite Overlay (TO), and Downtown Residential Overlay (DRO) Zoning Districts. In exchange for the proposed public amenity of six (6) community housing units, the Applicant requests the following waivers:

- i. A waiver to the maximum building height standard in the General Residential (GR) and Townsite Overlay (TO) Zoning Districts. The Applicant is proposing to increase the maximum building height standard from thirty feet (30') to thirty-two feet and six inches (32'-6"); and
- ii. A waiver to the minimum lot size for Planned Unit Developments (PUD). The Applicant is proposing a PUD for a lot smaller than one (1) acre, or a lot size of 0.47 acres.

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**Applicant:** F & G Idaho, LLC  
**Location:** Lots 16-20, Block 5, Hailey Townsite (50 W. Maple Street)  
**Zoning/Size:** General Residential (GR), Townsite Overlay (TO), and Downtown Residential Overlay (DRO) Zoning Districts; 0.47 acres.

**Notice:** Notice for the public hearing was published in the Idaho Mountain Express and mailed to property owners within 300 feet on August 9, 2023. Onsite Notice was posted on the property on August 14, 2023.

**Background:** The Hailey Planning & Zoning Commission and City Council have considered applications related to this project several times over the past year:

- June 6, 2022 – Preliminary Design Review public hearing before the Commission.
- August 2, 2023 – Lot Line Adjustment administrative review.
- March 20, 2023 – Design Review public hearing before the Commission.
- April 17, 2023 – Text Amendment public hearing before the Commission.
- May 1, 2023 – Design Review public hearing before the Commission.
- June 13, 2023 – Text Amendment public hearing before the Council.

After misunderstanding the thirty-foot (30') building height standard for parcels zoned General Residential (GR) in the Townsite Overlay (TO), in March 2023, the Applicant pursued a Text Amendment

Application to change the standard to be thirty-five feet (35') in height, which, except for the TO District, is consistent with all other GR Districts city-wide. Staff recommended and drafted an Ordinance that would only increase the maximum building height for General Residential (GR) parcels in the Downtown Residential Overlay (DRO), not the entire Townsite Overlay (TO) Zoning District. While the Planning & Zoning Commission recommended the draft Ordinance to the City Council for approval, the City Council questioned the integrity of a Text Amendment designed to meet one Applicant's needs. Rather than broadly institute a Text Amendment to serve one development application, the Council advised the Applicant to refine their proposal, submit a Planned Unit Development Application, and provide an amenity in exchange for a waiver.

Meanwhile, on May 1, 2023 the Applicant submitted an amended Design Review Application that was compliant with the thirty-foot (30') building height; the Planning and Zoning Commission approved the design. If this PUD Application is approved, the Applicant intends to submit a Design Review Modification Application to increase the building height standard to thirty-two feet and six inches (32'-6") and dedicate community housing units.

Regarding the merits of the requested waiver to the maximum building height allowed at 50 W. Maple Street— Staff, the Commission, and several Council members found merit in increasing the building height at the site of the proposed apartment buildings. While the current General Residential (GR) zoning in the Townsite Overlay (TO) allows for a maximum building height of thirty feet (30'), the adjacent and nearby parcels zoned Business (B) and GR, outside the TO, are allowed to build to a height of thirty-five (35) or forty (40) feet, depending on the district and uses proposed. Per the Comprehensive Plan and best practices in land-use planning, Staff recommends increased density in the Downtown Core and along corridors with walking, biking, and transit facilities. Increased density, which can be achieved through increased building height, makes efficient use of resources, and minimizes the impacts of Hailey's growth when located near the economic center and multi-modal transportation facilities.

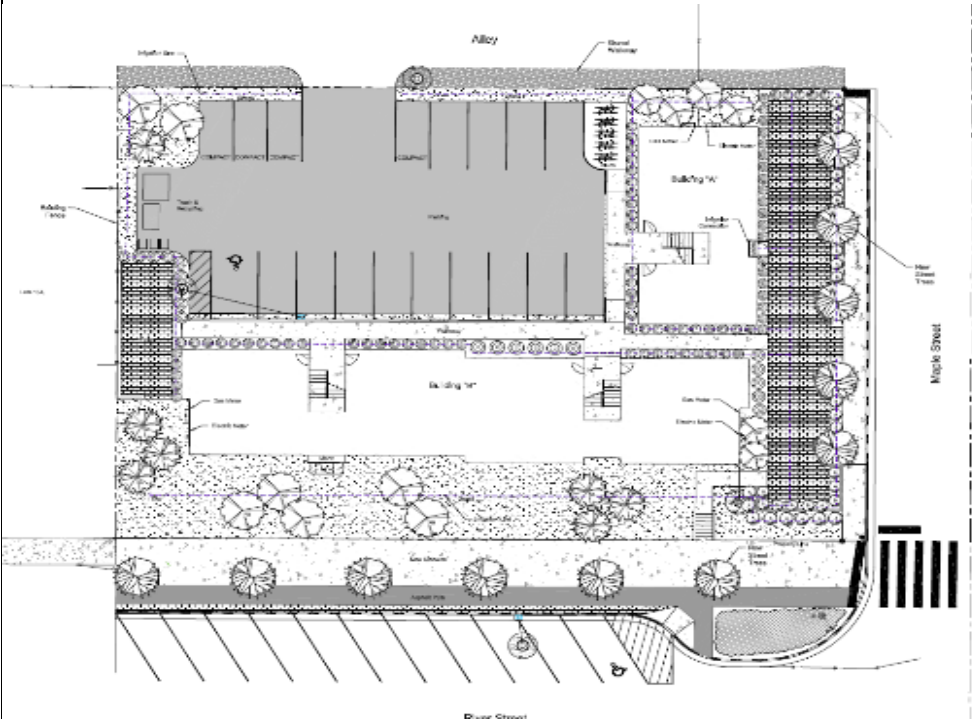
**Application:** In exchange for a waiver to the maximum building height requirement, as well as the minimum lot size requirement for Planned Unit Development Application, the Applicant proposes to deed restrict one-third (1/3) of the apartment units as a community housing amenity. Specifically, the Applicant proposes to restrict the units to the Local Housing, or "Category L" criteria specified by the Blaine County Housing Authority (BCHA)— "No Income Limit but must be a full-time resident of Blaine County," see BCHA's [2020 Community Housing Guidelines, page 2](#).

"Category L" housing is important for providing housing for local workers earning middle and upper middle income, 100-120% of the area median income (AMI). Preliminary data from the City's Housing Needs Assessment shows that the rate of home ownership in these categories is disproportionately low. Of the people in these income groups, indicating outpricing perhaps from competition with buyers looking for a second home or earning wages from a remote job. In other words, Category L housing can help provide housing for the "missing middle": people who work locally and earn too much to qualify for income restricted housing yet too little to purchase a home in Hailey. Staff welcomes the proposed community housing amenity for Category L units and recommends the Council's approval, finding that the proposed community housing amenity of six (6) deed restricted units warrants the requested waivers to maximum building height and minimum lot size for a PUD Agreement.

<b>Standards of Evaluation</b>	
<b>17.10.030: General Requirements:</b>	
<b>A.</b>	<b>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.</b>
<b>Staff Comments</b>	<i>The proposed PUD site is 0.47 acres, which is less than the minimum gross size for properties that may be developed as a PUD. The Applicant requests a waiver to this standard, in exchange for a community housing amenity of six (6) apartment units.</i>
<b>B.</b>	<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.</b>
<b>Staff Comments</b>	<i>The parcel is in one ownership, this standard has been met.</i>
<b>C.</b>	<b>Area Development Plan:</b>
	<b>C.1</b>
	<b>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:</b>
<b>Staff Comments</b>	<i>This PUD proposal only involves one (1) parcel, this standard has been met.</i>
	<b>C.1.a</b>
	<b>Streets, whether public or private, shall provide an interconnected system and be adequate to accommodate anticipated vehicular and pedestrian traffic.</b>
<b>Staff Comments</b>	<i>River Street and Maple Street can accommodate the anticipated vehicular and pedestrian traffic from the proposed PUD. Furthermore, River Street is connected to Hailey’s historic grid pattern at multiple points, as well as to residential collectors serving newer suburban subdivisions.</i>
	<b>C.1.b</b>
	<b>Non-vehicular circulation routes shall provide safe pedestrian and bicycle paths and provide an interconnected system to streets, parks and green space, public lands, or other destinations.</b>
<b>Staff Comments</b>	<i>The River Street corridor is partially built and thoroughly planned for bicycle and pedestrian circulation accessing downtown amenities, nearby parks, and natural features, such as the Draper Preserve and Bigwood River.</i>
	<b>C.1.c</b>
	<b>Water main lines and sewer main lines shall be designed in the most effective layout feasible.</b>
<b>Staff Comments</b>	<i>This standard was achieved in the Design Review process. On May 1, 2023 the Planning and Zoning Commission approved a design for the buildings that is compliant with the thirty-foot building height. If this PUD Application is approved, the Applicant intends to submit a Design Review Modification Application to increase the building height and provide community housing units.</i>
	<b>C.1.d</b>
	<b>Other utilities including power, telephone, cable, and gas shall be designed in the most effective layout feasible.</b>
<b>Staff Comments</b>	<i>This standard was achieved in the Design Review process. On May 1, 2023 the Planning and Zoning Commission approved a design for the buildings that is compliant with the thirty-foot building height. If this PUD Application is approved, the Applicant intends to submit a Design Review Modification Application to increase the building height and provide community housing units.</i>
	<b>C.1.e</b>
	<b>Park land shall be most appropriately located on the Contiguous Parcels.</b>
<b>Staff Comments</b>	<i>N/A - This PUD proposal only involves one (1) parcel.</i>
	<b>C.1.f</b>
	<b>Grading and drainage shall be appropriate to the Contiguous Parcels.</b>
<b>Staff Comments</b>	<i>This standard was achieved in the Design Review process. On May 1, 2023 the Planning and Zoning Commission approved a design for the buildings that is compliant with the thirty-foot building height. If this PUD Application is approved, the Applicant intends to</i>

	<i>submit a Design Review Modification Application to increase the building height and provide community housing units.</i>
<b>C.1.g</b>	<b>Development shall avoid easements and hazardous or sensitive natural resource areas.</b>
<b>Staff Comments</b>	<i>N/A</i>
<b>C.2</b>	<b>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.</b>
<b>Staff Comments</b>	<i>N/A - This PUD proposal only involves one (1) parcel.</i>
<b>D.</b>	<b>Solar Access: Street and lot orientation, landscaping, and placement of structures shall provide solar access to all south roofs and walls to the maximum extent feasible to promote energy efficiency.</b>
<b>Staff Comments</b>	<i>This standard was achieved in the Design Review process. On May 1, 2023 the Planning and Zoning Commission approved a design for the buildings that is compliant with the thirty-foot building height. If this PUD Application is approved, the Applicant intends to submit a Design Review Modification Application to increase the building height and provide community housing units.</i>
<b>E.</b>	<b>Access: Access shall be provided according to standards in Chapter 16.04, Development Standards, of this Code. Buildings may not be so arranged that any structure is inaccessible to emergency vehicles.</b>
<b>Staff Comments</b>	<i>This standard was achieved in the Design Review process. On May 1, 2023 the Planning and Zoning Commission approved a design for the buildings that is compliant with the thirty-foot building height. If this PUD Application is approved, the Applicant intends to submit a Design Review Modification Application to increase the building height and provide community housing units.</i>
<b>F.</b>	<b>Underground Utilities: Underground utilities, including telephone and electrical systems, shall be required within the limits of all PUDs.</b>
<b>Staff Comments</b>	<i>All utilities will be installed underground. This standard was achieved in the Design Review process. On May 1, 2023 the Planning and Zoning Commission approved a design for the buildings that is compliant with the thirty-foot building height. If this PUD Application is approved, the Applicant intends to submit a Design Review Modification Application to increase the building height and provide community housing units.</i>
<b>G.</b>	<b>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 access to public lands must be preserved.</b>
<b>Staff Comments</b>	<i>N/A</i>
<b>H.</b>	<b>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.</b>
<b>Staff Comments</b>	<i>The Applicant will build the portion of the River Street multi-modal concept along its frontage.</i>
<b>I.</b>	<b>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:</b>
	<b>I.1</b>
	<b>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</b>



		<p><b>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:</b></p> <table border="1"> <tr> <td><b>For residential PUDs</b></td> <td><b>A minimum of .05 acres per residential unit.</b></td> </tr> <tr> <td><b>For non-residential PUDs</b></td> <td><b>A minimum of 15% of the gross area of the proposed PUD.</b></td> </tr> </table>	<b>For residential PUDs</b>	<b>A minimum of .05 acres per residential unit.</b>	<b>For non-residential PUDs</b>	<b>A minimum of 15% of the gross area of the proposed PUD.</b>
<b>For residential PUDs</b>	<b>A minimum of .05 acres per residential unit.</b>					
<b>For non-residential PUDs</b>	<b>A minimum of 15% of the gross area of the proposed PUD.</b>					
<b>Staff Comment</b>		<i>N/A – The Applicant proposes a community housing amenity.</i>				
	<b>1.2</b>	<b>Active Recreational Facilities: Active recreational facilities include amenities such as a swimming pool, tennis courts or playing fields, of a size appropriate to the development's needs. The PUD agreement shall contain provisions requiring that such facilities be maintained in perpetuity or replaced with another similar recreation facility.</b>				
<b>Staff Comment</b>		<i>N/A – The Applicant proposes a community housing amenity.</i>				
	<b>1.3</b>	<b>Public Transit Facilities: Public transit facilities include a weather-protected transit stop or station and must be on a designated transit route.</b>				
<b>Staff Comment</b>		<i>N/A – The Applicant proposes a community housing amenity.</i>				
	<b>1.4</b>	<b>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.</b>				
<b>Staff Comment</b>		<p><i>N/A – The Applicant proposes a community housing amenity. There is one (1) tree and several small shrubs on the site, which will be removed. The Applicant will plant more than twenty (20) trees and shrubs per the design approved on May 1, 2023.</i></p> 				
	<b>1.5</b>	<b>Wetlands: Protection of significant wetlands area must constitute at least ten percent (10%) of the gross area of the proposed PUD.</b>				
<b>Staff Comment</b>		<i>N/A – The Applicant proposes a community housing amenity.</i>				

	I.6	<b>River Enhancement: Enhancement of the Big Wood River and its tributaries must include stream bank restoration and public access to or along the waterway.</b>		
<b>Staff Comment</b>		<i>N/A – The Applicant proposes a community housing amenity.</i>		
	I.7	<b>Community Housing: For residential PUDs, the provision of at least ten percent (10%) of the approved number of dwelling units or lots as community housing units affordable to households earning between seventy percent (70%) and one hundred twenty percent (120%) of the area median income. This provision may be modified for individual projects based on the merits of the proposal as determined by the Commission and Council.</b>		
<b>Staff Comment</b>		<i>The Applicant proposes to deed-restrict one-third or six (6) of the proposed apartments as community housing units. This amenity more directly pertains to the next standard, under Section 17.10.030.1.8; see below.</i>		
	I.8	<b>Local Deed-Restricted Housing: For residential PUDs, the provision of at least thirty percent (30%) of the approved number of dwelling units or lots as local deed-restricted housing as defined by the local housing authority in its Community Housing Guidelines and reserved for households within the political boundaries of Blaine County, Idaho (residing full-time in Hailey, Idaho), and whose primary residence is within the residential PUD.</b>		
<b>Staff Comment</b>		<p><i>In exchange for a waiver to the maximum building height requirement, as well as the minimum lot size requirement for Planned Unit Development Agreements, the Applicant proposes to deed restrict one-third or six (6) of the apartment units as a community housing amenity. Specifically, the Applicant proposes to restrict the units to the <u>Local Housing</u>, or “Category L” criteria specified by the Blaine County Housing Authority (BCHA)— “No Income Limit but must be a full-time resident of Blaine County,” see BCHA’s <a href="#">2020 Community Housing Guidelines, page 2</a>.</i></p> <p><i>“Category L” housing is important for providing housing for local workers earning 100-120% and more of the area median income (AMI). Preliminary data from the City’s Housing Needs Assessment shows that the rate of home ownership for people in Hailey earning about \$80,000 annually or 120% of AMI is disproportionately low; of the people in this income group, about half rent and half own their homes. The rate of home ownership disproportionately slows, as wages increase past 100% AMI. The low rate of home ownership in the 100-120% AMI group indicates outpricing, for example from competition with buyers looking for a second home or earning wages from a remote job. In other words, Category L housing can help provide housing for the “missing middle,” people who earn too much to qualify for income restricted housing yet too little to purchase a home in Hailey. Staff welcomes the proposed community housing amenity for Category L units.</i></p> <p><i>The proposed community housing amenity meets this standard.</i></p>		
	I.9	<b>Real Property: Dedication or conveyance of real property or an interest in real property to the city.</b>		
<b>Staff Comment</b>		<i>N/A - The Applicant proposes a community housing amenity.</i>		
	I.10	<b>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:</b>		
		<table border="1" style="width: 100%;"> <tr> <td style="width: 50%; text-align: center;">For residential PUDs</td> <td style="width: 50%; text-align: center;">A minimum of 100 linear feet per residential unit.</td> </tr> </table>	For residential PUDs	A minimum of 100 linear feet per residential unit.
For residential PUDs	A minimum of 100 linear feet per residential unit.			

		<b>For non-residential or mixed-use PUDs</b>	<b>A minimum of 100 linear feet per 1000 square feet of gross floor area.</b>
<b>Staff Comment</b>		<i>N/A – The Applicant proposes a community housing amenity.</i>	
	<b>I.11</b>	<b>Underground Parking: Underground parking must be provided for at least fifty percent (50%) of the required number of parking spaces in the PUD.</b>	
<b>Staff Comment</b>		<i>N/A – The Applicant proposes a community housing amenity.</i>	
	<b>I.12</b>	<b>Energy Consumption. All principal buildings within the PUD must comply with sustainable building practices, as follows:</b>	
		<b>For residential PUDs</b>	<b>Buildings comply with local “Built Green” standards for certification, federal EPA “Energy Star” program, or Leadership in Energy and Environmental Design - Homes (LEED-H) standards for basic certification.</b>
		<b>For non-residential or mixed-use PUDs</b>	<b>Buildings comply with Leadership in Energy and Environmental Design (LEED) standards for basic certification.</b>
<b>Staff Comment</b>		<i>N/A – The Applicant proposes a community housing amenity.</i>	
	<b>I.13</b>	<b>Other Amenities: Other project amenities and/or community benefits found, by recommendation of the commission and council approval, to promote the purpose of this chapter and the goals of the comprehensive plan.</b>	
<b>Staff Comment</b>		<i>N/A – The Applicant proposes a community housing amenity.</i>	
<b>17.10.040: Developer Benefits:</b>			
<b>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.</b>			
<b>Staff Comment</b>	<p><i>In exchange for the proposed community housing amenity, the Applicant requests waivers to the maximum building height requirement, as well as the minimum lot size requirement for Planned Unit Development (PUD) Agreement.</i></p> <p><i>While the standard for the site and approved design for the Maple Street Apartments includes a maximum building height of thirty feet (30’), the Applicant requests a waiver to increase the building height standard to thirty-two feet and six inches (32’-6”). If approved, the Applicant will submit a Design Review Modification Application to amend the approved design and reflect a building height that complies with this new height maximum.</i></p> <p><i>Lastly, the Applicant requests that the minimum lot size requirement for a PUD Agreement be waived, so that this exchange of waivers and amenities be considered. Most recently, the City waived the minimum lot size requirement for the ARCH/BCSD project on West Bullion. As with that project, the site of the Maple Street Apartments is under one (1) acre; specifically, it is 0.47 acres.</i></p>		
<b>17.10.040.01: DENSITY BONUS:</b>			
<b>A.</b>	<b>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:</b>		
	<b>A.1</b>	<b>Ten percent (10%): Solar, wind, geothermal or other alternative renewable energy sources will provide at least fifty percent (50%) of the total energy needs of the PUD.</b>	
<b>Staff Comment</b>	<i>N/A – A density bonus is not requested.</i>		
	<b>A.2</b>	<b>Ten percent (10%): At least twenty five percent (25%) of the property included in the PUD is in the floodplain and no development occurs within the floodplain.</b>	
<b>Staff Comment</b>	<i>N/A – A density bonus is not requested.</i>		

	<b>A.3</b>	<b>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).</b>
<b>Staff Comment</b>		<i>N/A – A density bonus is not requested.</i>
	<b>A.4</b>	<b>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.</b>
<b>Staff Comment</b>		<i>N/A – A density bonus is not requested.</i>
	<b>A.5</b>	<b>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.</b>
<b>Staff Comment</b>		<i>N/A – A density bonus is not requested.</i>
	<b>A.6</b>	<b>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.</b>
<b>Staff Comment</b>		<i>N/A – A density bonus is not requested.</i>
	<b>A.7</b>	<b>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.</b>
<b>Staff Comment</b>		<i>N/A – A density bonus is not requested.</i>
	<b>A.8</b>	<b>Twenty-five percent (25%): The PUD provides or contributes deed-covenanted community housing units within the PUD. The number of community housing units so provided shall be determined by the Council and Commission. The density bonus of twenty-five percent (25%) may be increased by the Council and Commission if an increase in the density bonus serves a compelling housing need in the City, as determined by the Commission and Council.</b>
<b>Staff Comment</b>		<i>N/A – A density bonus is not requested.</i>
<b>B.</b>		<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)</b>
<b>Staff Comment</b>		<i>N/A – A density bonus is not requested.</i>
<b>17.10.040.02: Density Transfer:</b>		
<b>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.</b>		
<b>Staff Comment</b>		<i>N/A - A density transfer is not requested.</i>
<b>17.10.040.05: Phased Development Allowed:</b>		
<b>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:</b>		
<b>A.</b>		<b>Parcels: The parcels that are to be constructed upon in each phase and the date of each phase submission.</b>
<b>Staff Comment</b>		<i>N/A - It is the Applicant's intent to construct the entire project at one time. A phased approach is not proposed.</i>
<b>B.</b>		<b>Number of Units: The number of units to be built in each submission.</b>
<b>Staff Comment</b>		<i>N/A</i>

<b>C.</b>	<b>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.</b>	
<b>Staff Comment</b>	N/A	
<b>D.</b>	<b>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.</b>	
<b>Staff Comment</b>	N/A	
<b>17.10.040.06: Modifications to the Subdivision Standards:</b>		
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.		
<b>Staff Comment</b>	N/A - Modifications to the Subdivision Standards are neither requested nor proposed.	
<b>Subsection 17.10.050.04(C) sets forth Standards of Evaluation required by the City Council.</b>		
<b>A.</b>	<b>Standards of Evaluation</b>	
	<b>A.1</b>	<b>The proposed development can be completed within one (1) year of the date of approval or phased according to a development schedule as submitted in accordance with Section 17.10.040.05 of this chapter and approved by the City;</b>
<b>Staff Comment</b>	<i>The project can be completed within a typical building permit timeline of 548 days.</i>	
	<b>A.2</b>	<b>The streets and thoroughfares proposed are suitable and adequate to carry anticipated traffic;</b>
<b>Staff Comment</b>	<i>River Street and Maple Street can accommodate the anticipated vehicular and pedestrian traffic from the proposed PUD. Furthermore, River Street is connected to Hailey's historic grid pattern at multiple points, as well as to residential collectors serving newer suburban subdivisions.</i>	
	<b>A.3</b>	<b>The PUD will not create excessive additional requirements at public cost for public facilities and services;</b>
<b>Staff Comment</b>	<i>No excessive costs are anticipated from this project. Development in the downtown core makes efficient use of existing facilities and services.</i>	
	<b>A.4</b>	<b>The existing and proposed utility services are adequate for the population densities and non-residential uses proposed;</b>
<b>Staff Comment</b>	<i>Utility services are available in the area and are adequate.</i>	
	<b>A.5</b>	<b>The development plan incorporates the site's significant natural features;</b>
<b>Staff Comment</b>	<i>The site does not contain any natural features worthy of protection.</i>	
	<b>A.6</b>	<b>Each phase of such development shall contain all the necessary elements and improvements to exist independently from proposed future phases in a stable manner;</b>
<b>Staff Comment</b>	<i>N/A - The project is not phased.</i>	
	<b>A.7</b>	<b>One or more amenities as set forth in subsection 17.10.030I of this chapter shall be provided to ensure a public benefit;</b>
<b>Staff Comment</b>	<i>Please refer to Section I of this report for further details.</i>	
	<b>A.8</b>	<b>All exterior lighting shall comply with the standards set forth in subsection 17.08C of this chapter; and</b>
<b>Staff Comment</b>	<i>All exterior lighting will comply with the standards in Section 17.08C, per the Design Review Approval granted on May 1, 2023.</i>	
	<b>A.9</b>	<b>The proposed PUD Agreement is acceptable to the applicant and the city.</b>

<b>Staff Comment</b>	<i>Staff supports this PUD Application. The City Attorney has drafted the PUD Agreement, which will be brought to the City Council for further discussion and consideration.</i>
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**Summary and Suggested Conditions:** The Commission shall conduct a public hearing and review the Application, all supporting documents and plans, and recommendations of City Staff, in making their recommendation to the Council. In any public hearing on a PUD Application, the presiding officer may order the hearing to be continued for up to thirty (30) days at the same place, in which case no further published notice shall be required. The following Conditions of Approval shall apply:

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 Minimum Lot Size for Planned Unit Development: Reduce the minimum lot size from one (1) acre to 0.47 acres.
  - ii. Waiver to the Maximum Building Height: Increase the maximum allowed building height from thirty feet (30') to thirty-two feet and six inches (32'-6").
3. The Applicant shall designate six (6) of the eighteen (18) residential dwelling units at the Maple Street Apartments as community housing, or Local Housing, in accordance with the terms of the Maple Street Apartment Planned Unit Development Agreement and a deed covenant approved by the Hailey City Council.
  - a. Each of the six (6) community housing units shall be identical to at least one (1) other market-rate unit in the Maple Street Apartment development.
4. A Maintenance Plan shall be developed for any infrastructure (i.e., sidewalks, landscaping) within the public right-of-way, and shall be recorded prior to issuance of a Certificate of Occupancy.

**Motion Language:**

**Approval:** Motion to approve and conduct a first reading of Ordinance No. \_\_\_\_\_, an ordinance approving the Planned Unit Development (PUD) Application by F & G Idaho, LLC, for a three-story, eighteen (18) unit residential project, to be known as Maple Street Apartments— including waivers to the maximum allowed building height and minimum lot size for a PUD, as well as the provision of a community housing amenity— at 50 W. Maple Street (Lots 16-20, Block 5, Hailey Townsite), within the General Residential (GR), Townsite Overlay (TO), and Downtown Residential Overlay (DRO) Zoning Districts; finding that the project meets the standards under Section 17.10 of the Hailey Municipal Code, subject to Conditions 1-4 above, and read by title only.

**Denial:** Motion to deny the Planned Unit Development (PUD) Application by F & G Idaho, LLC, for approval of a three-story, eighteen (18) unit residential project, to be known as Maple Street Apartments at 50 W. Maple Street (Lots 16-20, Block 5, Hailey Townsite), within the General Residential (GR), Townsite Overlay (TO), and Downtown Residential Overlay (DRO) Zoning Districts; finding that the project does not meet the standards under Section 17.10 of the Municipal Code \_\_\_\_\_ [the Council should cite which standards are not met and provide the reason why each identified standard is not met].

**Continuation:** Motion to continue the public hearing for the Planned Unit Development (PUD) Application by F & G Idaho, LLC to \_\_\_\_\_ [the Council should specify a date].

**HAILEY ORDINANCE NO. \_\_**

AN ORDINANCE OF THE CITY OF HAILEY, IDAHO, AUTHORIZING A PLANNED UNIT DEVELOPMENT AGREEMENT WITH F & G IDAHO, LLC, FOR THE DEVELOPMENT OF EIGHTEEN (18) MULTIFAMILY RESIDENTIAL UNITS, SIX (6) OF WHICH WILL BE DEDICATED AS COMMUNITY HOUSING UNITS, AND IN EXCHANGE, A REQUEST FOR WAIVERS TO HAILEY'S MUNICIPAL CODE. THIS PROJECT IS TO BE LOCATED AT 51 WEST MAPLE STREET (LOTS 16-20, BLOCK 5, HAILEY TOWNSITE); 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 City of Hailey desires to enter into a Planned Development Agreement with F & G Idaho, LLC, regarding the development of the multifamily residential project located at 51 West Maple Street (Lots 16-20, Block 5, Hailey Townsite).

WHEREAS, the City of Hailey desires the dedication of six (6) community housing units in exchange for the following waivers to Hailey's Municipal Code:

- A waiver to the Minimum Lot Size Requirements for Planned Unit Developments: Reduce the minimum lot size from one (1) acre to 0.47 acres; and
- A waiver to the Maximum Building Height of the Zoning District: Increase the maximum building height from thirty feet (30') to thirty-two feet and six inches (32'-6").

WHEREAS, the City of Hailey agrees to the terms and conditions of the Planned Unit Development Agreement, a copy of which is attached hereto.

WHEREAS, the parameters set forth in the PUD Agreement, and this ordinance will promote the public health, safety and general welfare;

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

Section 1. Severability Clause. Should any section or provision of this Ordinance be declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the Ordinance as a whole or any part thereof other than the part so declared to be unconstitutional or invalid.

Section 3. Repealer Clause. All City of Hailey ordinances or parts thereof, which are in conflict herewith, are hereby repealed.

Section 4. Effective Date. This ordinance shall be in full force and effect from and after passage, approval, and publication according to law.

PASSED AND ADOPTED BY THE HAILEY CITY COUNCIL AND APPROVED BY THE  
MAYOR THIS \_\_ DAY OF \_\_\_\_\_, 2023.

\_\_\_\_\_  
Martha Burke, Mayor, City of Hailey

Attest:

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



RECORDING REQUESTED BY  
AND WHEN RECORDED  
RETURN TO:

City of Hailey  
Attn: Mary Cone  
115 South Main Street, Ste.  
H Hailey, ID 83333

(Space Above Line for Recorder's Use)

## PLANNED UNIT DEVELOPMENT AGREEMENT (Maple Street Apartments)

THIS PLANNED UNIT DEVELOPMENT AGREEMENT (“**Agreement**”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 2023 (“**Agreement Date**”), by and between the CITY OF HAILEY, IDAHO, a municipal corporation (“**City**”), and F & G REAL ESTATE IDAHO, LLC, a Limited Liability Corporation (“**Owner**”). City and Owner may be referred to in this Agreement individually as a “**Party**” or collectively as the “**Parties**”, as warranted under the circumstances.

### RECITALS

A. City is a municipal corporation possessing all powers granted to municipalities under the applicable provisions of the Idaho Code, including the power to approve planned unit developments and the power to contract. This Agreement is a collaboration between the Parties that will provide mutual benefit for the Parties and residents of the City.

B. Owner owns real property within the municipal boundary of the City of Hailey commonly known as 51 West Maple Street, which is legally described on Exhibit A, attached hereto, and incorporated herein (“**Property**”).

C. On \_\_\_\_\_, 2023, City approved the Planned Unit Development (PUD) Application allowing the Property to be developed as an eighteen (18) unit multifamily residential project (“**Project**”) as specified in that certain PUD Development Plan, a copy of which is attached hereto as Exhibit B (“**PUD Development Plan**”). In connection with City’s approval of the Project, City adopted certain Findings of Fact and Conclusions of Law (“**Findings**”). The Findings, including, without limitation, all conditions of approval, are attached hereto as Exhibit C.

D. City desires Owner to develop the Property in conformity with the Findings, the PUD Development Plan, and pursuant to Chapter 17.10 of the Hailey Municipal Code (“**HMC**”) and other applicable ordinances and regulations, subject to the specific terms, conditions and modifications set forth in this Agreement.

E. City has the capacity to provide essential services to the Project, including, water, sewer, and emergency services.

F. City has held all required public hearings and public meetings for consideration and approval of the Project and this Agreement.

G. City and Owner desire to enter this Agreement for the purpose of fulfilling the

PUD Agreement – Maple Street Apartments

Page 1

requirements of HMC §17.10.050.05 and to establish certain rights and obligations of the Parties with regard to the development of the Property, including, without limitation, the development schedule and the modifications granted, and amenities provided.

## **AGREEMENT**

NOW, THEREFORE, in consideration of the mutual covenants, promises, agreements, terms, and conditions set forth herein, the Parties agree as hereinafter provided.

**1. Incorporation of Recitals.** The Recitals set forth above are hereby incorporated into and made an integral part of this Agreement.

**2. Development.** This Agreement shall vest the right to develop the Property in accordance with the terms and conditions of this Agreement. The Property may be developed in substantial conformance with the PUD Development Plan as an eighteen (18) unit, multifamily residential project. The uses allowed pursuant to this Agreement are those uses allowed under HMC and specified herein.

**3. Planned Unit Development Amenities.** The Project provides community benefits through the provision of Community Housing as follows:

- 3.1. The Owner shall designate any six (6) of the eighteen (18) multifamily residential units as Community Housing Units (the “Community Housing Units”), which are for rent available to residents of Blaine County, as outlined in Exhibit D: Community Housing Rental Restriction Covenant (“Restriction”) and shall record a Restriction mutually agreed to by the parties, prior to issuance of a Certificate of Occupancy permit.

**4. Development Schedule.** The Parties anticipate construction on the Property in furtherance of the Project will commence in 2023. If construction has not commenced on the Project by Summer 2024, Owner shall seek an extension pursuant to HMC § 17.10.050.06(C). Commencement of construction means any construction activity on the Property in furtherance of the Project, including, but not limited to, earth work and utility work.

**5. Ownership and Maintenance of Common Areas.** All common area within the Project shall be owned and maintained by an Idaho non-profit corporation organized as the Maple Street Apartments Homeowners Association (“HOA”), who will manage the Property and Project in accordance the HOA’s governing documents.

**6. Water Use and Conservation.** Potable water and water for irrigation of the Property, including all common area, shall be provided by City municipal water services. All landscaping design and irrigation practices on the Property and within any irrigated right-of-way improved as part of the Project shall be consistent with the City’s Water Conservation Landscaping Guidelines, including, but not limited to, use of xeriscape grasses and native drought tolerant plants and vegetation. Irrigation systems shall use EPA Water Sense controllers and heads or other equivalent water conservations controllers and heads.

**7. No Other Conditions of Approval.** City has determined that except as set forth in the Findings and this Agreement, no other conditions need be attached to the Project to mitigate

potential adverse impacts to the City's infrastructure, to further the City's land use policies or ensure the benefits and amenities to be derived from the Project.

**8. Conditions of Owner's Obligations.** Owner's obligations hereunder are expressly conditioned upon it obtaining approval of and receiving funding for the Project in amounts and on terms and conditions acceptable to Owner. If Owner is unable to secure acceptable funding for the Project, and/or any phase thereof Owner may elect either to waive the unsatisfied condition or contingency by commencing construction of the Project improvements or terminate this Agreement by giving written notice of such termination to City.

**9. Term.** The term of this Agreement shall be perpetual, subject to conditions above and Owner's right to terminate.

**10. Miscellaneous Provisions.**

a) Police Powers. Except as otherwise expressly provided herein, nothing contained herein is intended to limit the police powers of the City or its discretion in review of subsequent applications regarding development of the Property. This Agreement shall not be construed to modify or waive any law, ordinance, rule, or regulation not expressly provided for herein, including, without limitation, applicable building codes, fire codes, the HMC, and any applicable Planned Unit Development requirements for the Property.

b) Amendment. This Agreement may be revised, amended, or canceled in whole or in part, only by means of a written instrument executed by both Parties.

c) Specific Performance. In the event of an uncured breach of this Agreement, in addition to all other remedies at law or in equity, this Agreement shall be enforceable by specific performance by either Party. All remedies shall be cumulative.

d) Attorney's Fees. In the event either Party is required to retain counsel to enforce a provision of this Agreement, or to recover damages resulting from a breach hereof, the prevailing party shall be entitled to recover from the other Party all reasonable attorney's fees incurred, whether or not litigation is actually instituted or concluded.

e) Notices. All notices required or provided for under this Agreement shall be in writing and deemed delivered upon delivery in person or upon mailing by certified mail, return receipt requested, postage prepaid. However, the time period in which a response to such notice must be given shall commence to run from the date of receipt on the return receipt of the notice. Rejection or refusal to accept, or the inability to deliver because of a change of address of which no notice was given shall be deemed to be receipt of the notice.

Notices to City shall be addressed as follows:

City of Hailey  
115 Main Street South, Suite H  
Hailey, ID 83333  
Attn: Robyn Davis, Community Development Director

Email: [robyn.davis@haileycityhall.org](mailto:robyn.davis@haileycityhall.org)

Notices given to Owner shall be addressed as follows:

F & G Real Estate Idaho, LLC  
4050 SW 139<sup>th</sup> Way  
Beaverton, OR 97005-2386  
Attn: Frank Geary, Manager

A Party may change the address to which further notices are to be sent by notice in writing to the other Party, and thereafter notices shall be addressed and transmitted to the new address.

g) Relationship of Parties. It is understood that the contractual relationship between City and Developer is such that neither party is the agent, partner, or joint ventures of the other party.

h) Successors and Assigns; Covenant Running with the Land. This Agreement shall inure to the benefit of City and Owner and their respective heirs, successors, and assigns. This Agreement, including all covenants, terms, and conditions set forth herein, shall be and are hereby declared covenants running with the land with regard to the Property or any portion thereof, and is binding on the Parties and their respective heirs, successors, and assigns.

i) Recordation and Release. Following mutual execution, this Agreement shall be recorded with the Blaine County Recorder. The Owner shall have one (1) year from the City's issuance of the Findings to deliver a fully executed version of the Agreement to the City. City agrees to execute all appropriate documentation to cause the encumbrance of this Agreement to be released and removed from the public records in the event of termination.

j) No Waiver. In the event that City or Owner, or its successors and assigns, do not strictly comply with any of the obligations and duties set forth herein, thereby causing a default under this Agreement, any forbearance of any kind that may be granted or allowed by Owner, City, or their successors and assigns, to the other party under this Agreement shall not in any manner be deemed or construed as waiving or surrendering any of the conditions or covenants of this Agreement with regard to any subsequent default or breach.

k) Partial Invalidity. In the event any portion of this Agreement, or part hereof, shall be determined by any court of competent jurisdiction to be invalid, void, or otherwise unenforceable, the remaining provisions of this Agreement, or parts hereof, shall remain in full force and effect and shall in no way be affected, impaired or invalidated, it being understood that such remaining provisions shall be construed in a manner most closely approximating the intention of the Parties with respect to the invalid, void, or unenforceable provision or part hereof.

l) Entire Agreement. This Agreement constitutes the full and complete agreement and understanding between the Parties.

m) Exhibits. All exhibits referred to in this Agreement are incorporated into this Agreement by reference as though restated in whole.

n) Authority. Each of the persons executing this Agreement represents and warrants that he or she has the lawful authority and authorization to execute this Agreement, as well as all deeds, covenants, easements, liens, and other documents required hereunder, for and on behalf of the entity executing this Agreement.

p) Choice of Law. This Agreement shall be governed by and construed in accordance with the laws of the state of Idaho, which shall be the sole jurisdiction and venue for any action which may be brought by either Party with respect to this Agreement or the subject matter hereof. Except as provided otherwise in this Agreement, development of the Project shall be vested and governed by policies, procedures, guidelines, ordinances, codes, and regulations of the City governing land use in effect as of the date the applications for the Project were filed. Any amendments or additions made during the term of this Agreement to City policies, procedures, guidelines, ordinances, codes, or regulations shall not apply to or affect the conditions of development of the Project; provided, however, the following are exempt from vesting under this Agreement:

- i) plan review fees and inspection fees;
- ii) amendments to building, plumbing, fire and other construction codes;
- iii) City enactments that are adopted pursuant to state or federal mandates that preempt the City's authority to vest regulations.

Notwithstanding the foregoing, Owner may elect to be bound by future amendments to the HMC, or other regulations, policies or guidelines affecting development, provided no new land use not allowed under this Agreement and no increase in total square footage of structures to be developed is proposed. In all other instances, the request to be bound by future amendment(s) shall be approved by City as an amendment to this Agreement.

[end of text; signature page(s) follow]

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

F & G Real Estate Idaho, LLC, a  
Limited Liability Company

City of Hailey, Idaho, a municipal  
corporation

By: \_\_\_\_\_  
Frank Geary, Manager

By: \_\_\_\_\_  
Martha Burke, Mayor

**ACKNOWLEDGMENTS**

STATE OF IDAHO )  
 )ss.  
County of Blaine )

Subscribed and sworn before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me a Notary Public in and for said State, personally appeared MARTHA BURKE, known to me to be the Mayor of the CITY OF HAILEY, IDAHO, and the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same on behalf of the City of Hailey, Idaho.

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

\_\_\_\_\_  
Notary Public  
Residing at \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

STATE OF )  
 )ss.  
County of )

Subscribed and sworn before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me a Notary Public in and for said State, personally appeared FRANK GEARY, known or identified to me to be the \_\_\_\_\_ of F & G REAL ESTATE IDAHO, LLC, 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 hereunto set my hand and seal the day and year first written above.

\_\_\_\_\_  
Notary Public  
Residing at \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

**EXHIBIT A**  
**Legal Description of the Property**

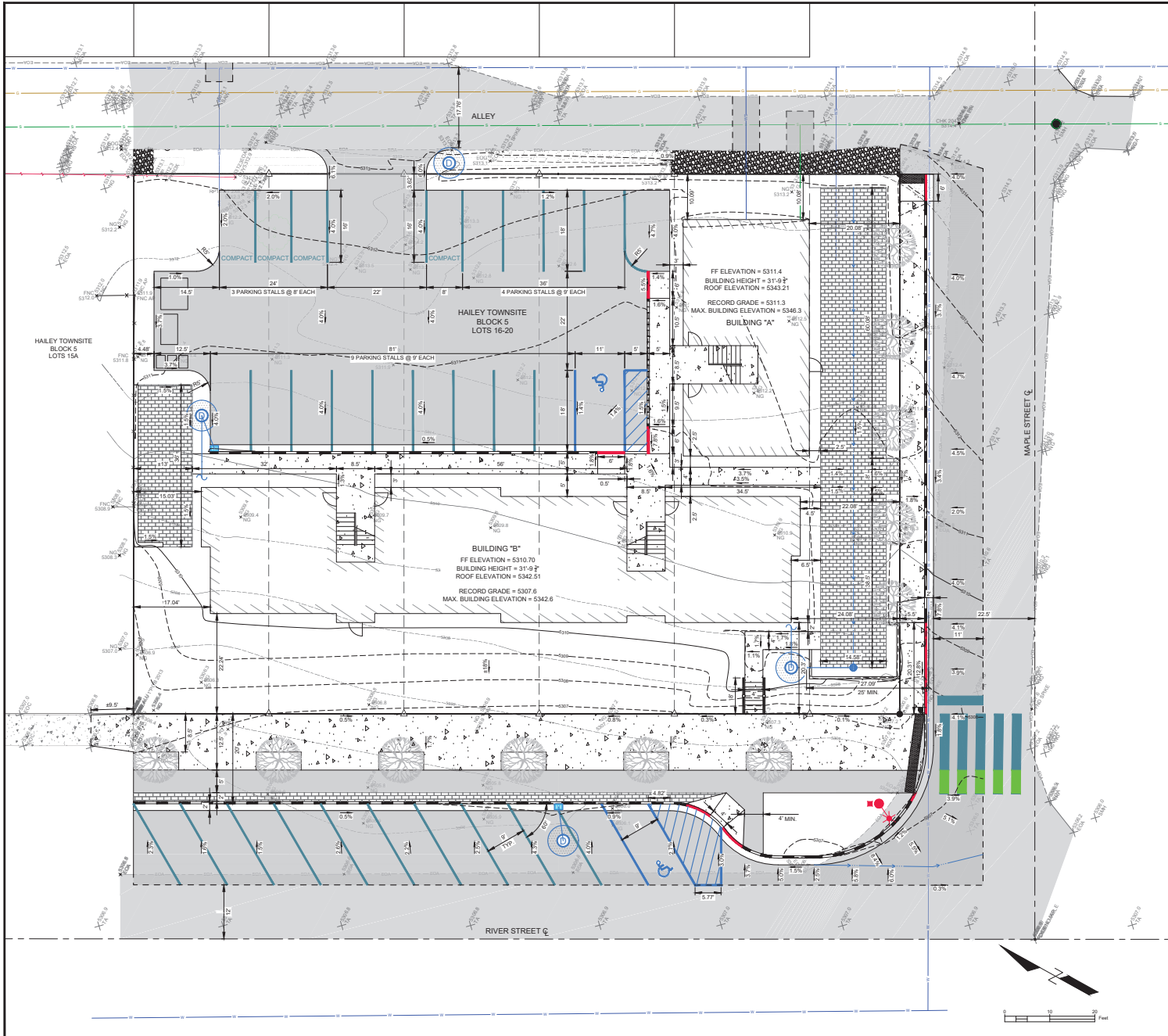
LOTS 16A. BLK 5, HAILEY TOWNSITE, BLAINE COUNTY, IDAHO, as shown on the official plat thereof, recorded \_\_\_\_\_, as Instrument No. \_\_\_\_\_, records of Blaine County, Idaho.

(Street address: 51 W. Maple Street., Hailey, Idaho 83333)



**EXHIBIT B**  
**PUD Development Plan**

[insert prior to recording]



**LEGEND**

**EXISTING ITEMS**

- PROPERTY LINE
- INTERIOR LOT LINE (NOT VACATED)
- ADJACENT LOT LINE
- CONTOUR OF RIGHT-OF-WAY
- WATER MAIN
- WATER SERVICE
- SEWER MAIN
- GAS MAIN
- FDAC = FOUND ALUMINUM CAP ON 5" REBAR
- FD58 = FOUND 5" REBAR
- FD52 = FOUND 12" REBAR
- FND PM = FOUND MAGNETIC NAIL
- CNTR. = SURVEY CONTROL
- SET 5" REBAR, PLS 18" TO
- CALCULATED (NONE WORKING SET)
- 5' CONTOUR INTERVAL
- 1' CONTOUR INTERVAL
- FNC = FENCE LINE
- ASPHALT
- GRAVEL
- EOG = EDGE OF GRAVEL
- DT = DECIDUOUS TREE
- SGN = SIGN
- PHOX = TELEPHONE FEED
- PRBX = POWER BOX
- RP = RAILROAD
- GLY = GUY WIRE
- AP = ANGLE POINT
- EGM = EDGE OF ASPHALT
- NC = NO CAP
- NS = NATURAL GROUND

**PROPOSED ITEMS**

- NEW ASPHALT
- CONCRETE SIDEWALK
- GRAVEL WALKWAY
- CONCRETE 6" VERTICAL CURB
- CURB TRANSITION (ZERO REVEAL TO TYPICAL 6" VERTICAL)
- ZERO REVEAL CURB & GUTTER
- 6" VERTICAL CURB
- ADA ACCESS TRUNCATED CONE SIGN
- 5' CONTOUR INTERVAL
- 1' CONTOUR INTERVAL
- PAVERS
- DRYWELL
- 12" STORM DRAIN
- CATCH BASIN
- SAWCUT LINE
- ROAD PAINT
- GRADE
- 2.0%
- WATER SERVICE
- SEWER SERVICE W/ CLEANOUT
- FLOW LINE
- ADA PAINT & SYMBOL
- SEEN
- STREET LIGHT W/ CONTROL BOX
- TREE, SEE LANDSCAPE PLANS

**opai**  
OPAL ENGINEERING, PLLC  
PO BOX 2450 INDIANAPOLIS, IN 46216  
317.552.2222 FAX 317.552.2223

REVISION NO.	DATE	DESCRIPTION

**PROFESSIONAL ENGINEER**  
**LICENSED**  
**7068**  
**STATE OF INDIANA**

**PRELIMINARY**  
**NOT FOR CONSTRUCTION**

**SITE GEOMETRY AND GRADING PLAN**  
MAPLE STREET APARTMENTS  
PREPARED FOR E&S REAL ESTATE DEVELOPMENT, LLC

220311  
PROJECT NUMBER

C1.0

RELEASE OF DRAWINGS: these drawings, or any part thereof, shall not be used in any project or construction without the express written consent of Opal Engineering, PLLC.

**EXHIBIT C**  
**Planned Unit Development Findings of Fact and Conclusions of**  
**Law**

[insert prior to recording]

**EXHIBIT D**  
**Community Housing Rental Restriction Covenant**

[insert prior to recording]

Recording Requested By  
and When Recorded  
Return to:

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

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**COMMUNITY HOUSING DEED RESTRICTION COVENANT**  
(LIMITING HOUSEHOLD TENANCY 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, which real property is encumbered also by a certain \_\_\_\_\_ (Planned Unit Development Agreement or \_\_\_\_\_) (also referred to hereinafter as the “PUD”), 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 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 tenancy and residence by a Qualified Household as outlined in in this Covenant.

1.4 This Covenant is intended to restrict occupancy of a rental unit to individuals actively participating in the local economy, who have immediately preceded their rental occupancy so participated, or who are dependent on a qualified resident(s) actively working in the local economy as defined herein below.

1.5 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.

2.2 An "Owner" is either Declarant during Declarant's initial ownership of the Property, or a subsequent purchaser of the Property who rents the Property to a qualified household.

2.3 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.

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

2.5 "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 verified, genuine offers of such employment, who otherwise qualify. A person remains a qualified resident if after residency said person retires from, or becomes disabled from qualifying employment.

2.6 "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.

2.7 "Qualified Tenant" 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, who owns no real property upon entering into a tenancy agreement to take possession of 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 deemed a qualified buyer.

2.11 "Net Worth" is the total value of all assets of the residents of a qualified household, 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 Sale of title to the Property is unrestricted, on transfer of possession, occupancy and tenancy is intended to be hereby restricted.

3.2 At such time as an Owner seeks to transfer possession of the Property, Owner shall cause to be completed, executed, and delivered to HAILEY or its assign, a Notice of Intent to Transfer Possession, Occupancy and Tenancy completed by the prospective tenant. The notice is intended to conclusively demonstrate definitional compliance as a qualified resident, household, and tenant, as hereinabove defined. Upon receipt of the Notice and compliance with the terms, and qualification as a tenant, HAILEY or its assign shall notify Owner whether its proposed occupant is qualified as a tenant. If the prospective tenant does not qualify the Owner shall be notified, within fourteen (14) of receipt of said notice, and the process repeats until a qualified tenant is proposed and approved.

3.3 At transfer of possession, the owner and tenant shall execute and deliver to HAILEY

or its assign, an Acknowledgment of Covenant indicating Owner and tenant have read and are aware of the terms of this Covenant and agree to be bound thereby. A Tenant or 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 Buyer/tenant shall nonetheless be bound by and subject to this Covenant.

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

4.1 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 Tenant's primary place of residence if the Tenant: (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 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. Tenant 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 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 unreasonably withheld.

#### **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 Tenants, Qualified Households and Qualified Residents.

#### **Section 6: Closing.**

6.1 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.

6.2 At Closing, the 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 engaging 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 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 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 to the foreclosing party.

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.

8.6 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 guarantee 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 1<sup>st</sup> 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 the 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

COMMUNITY HOUSING DEED RESTRICTION COVENANT  
LIMITING HOUSEHOLD TENANCY AND RESIDENCE TO LOCAL ECONOMY PARTICIPANT

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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.

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.

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

COMMUNITY HOUSING DEED RESTRICTION COVENANT  
LIMITING HOUSEHOLD TENANCY AND RESIDENCE TO LOCAL ECONOMY PARTICIPANT

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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

DRAFT

COMMUNITY HOUSING DEED RESTRICTION COVENANT  
LIMITING HOUSEHOLD TENANCY AND RESIDENCE TO LOCAL ECONOMY PARTICIPANT

15 OF 21

**Return to Agenda**

**AGENDA ITEM SUMMARY**

**DATE:** 08/28/23

**DEPARTMENT:** PW

**DEPT. HEAD SIGNATURE:** BY

**SUBJECT:** Motion to submit a grant to the Idaho Transportation Department Strategic Initiatives Grant Program for the reconstruction of Myrtle Street when final and to adopt Resolution 2023 - \_\_\_\_\_, approving the Mayor's signature on the grant cover letter. **ACTION ITEM**

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

**BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:**

Idaho Transportation Department recently announced one-time grant funding for local highway agencies to mitigate impacts of state highway projects on local roads. City staff recognized an opportunity to address safety concerns and pavement restoration on Myrtle Street, a commonly used highway detour route. The proposed project reconstructs Myrtle Street from State Highway 75 to Buttercup Road, repairing the deteriorating road surface, and implementing traffic calming measures to address high speeds reported on this route. This grant application is due September 1<sup>st</sup>, and staff will continue to make minor edits to the application until that date. See attached grant description, draft application, and draft plan set for further detail.

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

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

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

**RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:**

Motion to submit a grant to the Idaho Transportation Department Strategic Initiatives Grant Program for the reconstruction of Myrtle Street when final and to adopt Resolution 2023 - \_\_\_\_\_, approving the Mayor's signature on the grant cover letter. **ACTION ITEM**

**ADMINISTRATIVE COMMENTS/APPROVAL:**

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

**ACTION OF THE CITY COUNCIL:**

Date \_\_\_\_\_

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

**FOLLOW-UP:**

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

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

## STRATEGIC INITIATIVES GRANT PROGRAM

### (FY2024 LOCAL TRANSPORTATION PROJECT GRANT PROGRAM)

#### **Overview**

This Grant Program is funded with one-time State General Funds recommended by the Governor and approved by the Legislature intended to facilitate local transportation projects. All projects will be on public highways and streets. Projects will be selected based on a competitive application from criteria developed by the Idaho Transportation Department. The Idaho Transportation Board will make the final project selection.

Funds will be transferred to the successful jurisdiction for project development and at the completion of bid ready project plans. Grant funds must be expended on the approved project. All project oversight and management will be the responsibility of the local highway agency.

#### **Funding**

The Local Transportation Project Grants program will be divided into two distinct categories as follows:

- Category 1: \$50M awarded to projects within large urban areas that have a population greater than 50,000 (MPO areas including the new Twin Falls urban area)
- Category 2: \$50M awarded to projects outside of large urban areas (in rural areas or small urban areas) with a population less than 50,000

Large urban areas maps are attached based on the 2020 U.S. census data. Funding for this program will be awarded as a grant. The awarded local highway agency is responsible for the administration of the project.

#### **Eligibility**

All local highway agencies (cities, counties and highway districts) are eligible to apply. Eligible projects for the program include:

- mitigation of impacts of state highway projects on local roads, or
- for economically significant local transportation projects that require the assistance of the Idaho Transportation Department to facilitate.

Eligible project types are safety, capacity, pavement preservation, pavement restoration, expansion, and roadway asset maintenance/replacement/repair. Other funding has been provided for poor condition or restricted local bridges and pedestrian safety; therefore, **standalone projects in those areas are not eligible under this grant program.**

Eligible project activities include project development, right of way acquisition, construction, construction engineering, testing and inspection. Grant funds CANNOT be used for project match, or to

reimburse a local highway agency for any equipment or employee costs. Engineering costs (design and construction/inspection) are limited to 15% of total grant amount.

The goal of this grant program is to complete projects as timely as possible. Additional consideration will be given to projects that can be completed timely.

Some local highway agencies will be eligible to apply within large urban areas as well as outside large urban areas; therefore, if an agency chooses to apply for multiple grants, the agency must prioritize their applications for final Board consideration. Local highway agencies will be limited to a single grant award.

### **Application**

The application is due September 1, 2023 and should be submitted electronically to ITD Planning and Development Services ([LTPGrant@itd.idaho.gov](mailto:LTPGrant@itd.idaho.gov)). Information about the FY2024 Local Transportation Project Grant program can be found at ITD Web page: **To Be Announced**.

Application Window: July 1 – September 1, 2023

Application Scoring and Prioritization: September 4- September 29, 2023

Board Project Approval: October 18, 2023

Awardee Notification: October 19 – October 27, 2023

Each application will be scored and prioritized based on the FY2024 Local Transportation Project Grant Program Scoring Criteria.

- Category 1 – the panel is comprised of the ITD’s six District Engineers and Chief Engineer. ITD appreciates the ongoing collaboration with local partners; therefore, MPO representatives will be asked to evaluate project applications and submit a joint prioritization of projects for ITD’s consideration. Letters of support from outside the local applicant’s organization are encouraged. Projects in this category will be limited to \$10 million.
- Category 2 – the panel is comprised of ITD’s District Planning & Scoping Engineers/Managers and the HQ Planning and Development Services Manager. Letters of support from outside the local applicant’s organization are encouraged. Projects in this category will be limited to \$2 million.

Project applications for each category will be scored and prioritized independently. A recommended prioritized list of projects will be developed for each category and will be presented to the Idaho Transportation Board for final approval.

### **Project Close-out**



At the completion of each project, the local highway agency will submit a written project close-out report to ITD Planning and Development Services outlining the work completed along with before and after photos of the project site.

Local highway agencies will be required to maintain all project documentation for a period of 3 years from project close-out and make project records available upon request.

**APPLICATION QUESTIONS**

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

Local Highway Agency Name: \_\_\_\_\_

Local Highway Agency Address: \_\_\_\_\_

\*Contact Name: \_\_\_\_\_

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

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

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

Amount Requested: \_\_\_\_\_

Total Amount of Project: \_\_\_\_\_

Amount and Source of Other Funds: \_\_\_\_\_

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

1. Provide a description of the proposed project. Include the importance and need of the project, the regional benefit, and the overall impact to the local transportation system. (limit 1 page).
  - a. Include map of project location
  - b. Include project area photos
2. Provide project scope, construction limits and permits, schedule and estimated project cost.
3. Do you have all right-of-way (R/W) for your project? Explain (limit ½ page). Provide documentation of R/W, easements, or commitments.
4. Are your engineering plans ready to bid or will they be ready within 6 months of grant award? Provide explanation of progress to date, and evidence of current project development (plan set).
5. How does the project mitigate the impacts of state highway projects on local roads, OR why is the project economically significant and require the assistance of the Idaho Transportation Department? (limit 1 page)
6. Do you have community support for your project? Include unique letters of support from the supporting partners including Local/Rural planning groups, Metropolitan Planning Organizations, law enforcement, fire department, police department, school district, local businesses, etc. (limit 5 single page letters)

**FY2024 LOCAL TRANSPORTATION PROJECT GRANT PROGRAM AGREEMENT FORM**

Please complete the form with the appropriate signing authority at the bottom of the form. Return the form with your completed application.

Local Highway Jurisdiction: \_\_\_\_\_

Signing Authority: \_\_\_\_\_

Position: \_\_\_\_\_

Project Name: \_\_\_\_\_

Receiving this grant requires the Local Highway Agency to agree to the following program requirements:

- Prepare plans and bid documents
- Provide a construction schedule before construction begins
- Follow State Procurement Rules for advertising, bidding and award of contracts
- Provide construction oversight and project administration
- Provide a project close-out report including a summary of project accounting, and before and after pictures upon project completion
- Complete project construction

ACKNOWLEDGED BY

\_\_\_\_\_

SIGNATURE

\_\_\_\_\_

DATE

## FY2024 LOCAL TRANSPORTATION PROJECT GRANT PROGRAM SCORING CRITERIA

1. Description of project; 15 pts
  - a. Excellent description including need, agency & financial benefit + Safety; 15 pts
  - b. Excellent description including need, agency & financial benefit, 10-14 pts
  - c. Adequate description of need/benefit, 5-9 pts
  - d. Poor description of need/benefit, 0-4 pts
2. Scope, limits, estimate; 15 pts
  - a. Feasible scope/schedule, project size, necessary permits/environmental agreements, reasonable project cost; 11-15 pts
  - b. Some concerns with scope, schedule, project cost etc.; 6-10 pts
  - c. Major concerns with scope, project cost; 1-5 pts
3. R/W or easements; 10 pts
  - a. If no additional R/W is needed (own property, have executed property use agreements/easements, etc.); 10 pts
  - b. May need property use agreement for small amount of work on property, or if LHJ has letters of commitments; 5-9 pts
  - c. R/W needs to be acquired including # of parcels; 1-4 pts
4. Bid ready; 20 pts
  - a. Plans in hand, ready to bid; 17-20 pts
  - b. 75% plans or feasible to develop within 3 months of grant award (verified by scope); 12-16 pts
  - c. 50% plans, needs considerable work; 8-11 pts
  - d. 25% plans; 4-7 pts
  - e. Concept/less; 1-3 pts
5. Describe how the project mitigates the impacts of a state highway projects OR why the project is economically significant and requires assistance from the Idaho Transportation Department; 30 pts
  - a. If the project is directly impacted by a state highway system project or funding a project would be an economically infeasible for the local agency; 20-30 pts
  - b. If project is indirectly affected by a state highway system project or the project would be an economic hardship for the local agency; 10-19 pts
  - c. Other explanation; 1-9 pts
6. Support/Partnerships; 10 pts
  - a. Unique, diverse, and excellent letters or statements of support; 8-10 pts
  - b. Form letters or non-diverse letters of support; 4-7 pts
  - c. Poor community support; 1-3 pts

**FY2024 LOCAL TRANSPORTATION PROJECT GRANT PROGRAM CLOSE-OUT REPORT**

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

Local Highway Agency Name: \_\_\_\_\_

Local Highway Agency Address: \_\_\_\_\_

Grant Amount: \_\_\_\_\_

Total Project Cost: \_\_\_\_\_

Summary of project contracts and scope of work\*\*: \_\_\_\_\_

Contractor payment amount\*\*: \_\_\_\_\_

Materials costs\*\*: \_\_\_\_\_

Engineering costs\*\*: \_\_\_\_\_

Other costs (explain)\*\*: \_\_\_\_\_

(\*\* - add summary pages as needed)

How were grant funds spent: \_\_\_\_\_

Were Idaho State procurement rules followed: \_\_\_\_\_

Include before and after digital photos: \_\_\_\_\_

\_\_\_\_\_  
SIGNING AUTHORITY (Print Name)

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

# City of Hailey

Strategic Initiatives Grant Program

**Project Title:** Rebuilding Myrtle St – A Failing Arterial

**Local Highway Agency Name:** City of Hailey

**Local Highway Agency Address:** 115 S Main St, Suite H, Hailey, ID, 83333

**Contact Name:** Brian Yeager

**Phone:** (208) 788-9815 x 4224

**Email:** [brian.yeager@haileycityhall.org](mailto:brian.yeager@haileycityhall.org)

**Amount Requested:**

**Total Amount of Project:**

**Amount and source of other funds:**

*Please provide the following supportive information in the order listed below:*

1. Provide a description of the proposed project. Include the importance and need of the project, the regional benefit, and the overall impact to the local transportation system. (limit 1 page).
  - a. Include map of project location
  - b. Include project area photos
2. Provide project scope, construction limits and permits, schedule and estimated project cost.
3. Do you have all right-of-way (R/W) for your project? Explain (limit ½ page). Provide documentation of R/W, easements, or commitments.
4. Are your engineering plans ready to bid or will they be ready within 6 months of grant award? Provide explanation of progress to date, and evidence of current project development (plan set).
5. How does the project mitigate the impacts of state highway projects on local roads, OR why is the project economically significant and require the assistance of the Idaho Transportation Department? (limit 1 page)
6. Do you have community support for your project? Include unique letters of support from the supporting partners including Local/Rural planning groups, Metropolitan Planning Organizations, law enforcement, fire department, police department, school district, local businesses, etc. (limit 5 single page letters)

1. The City of Hailey is seeking funding to undertake a transformative safety project on Myrtle Street in response to significant deterioration caused by drivers from State Highway 75 utilizing Myrtle St as a detour both during Idaho Transportation Department (ITD) highway construction projects and to avoid highway congestion. Both current and projected increased traffic volumes necessitate comprehensive roadway reconstruction and traffic calming measures to ensure roadway resilience and safety for years to come. The project encompasses five blocks, from State Highway 75 to Buttercup Road.

o Need:

- Myrtle has become a popular route for highway drivers to avoid heavy traffic on State Highway 75, and is a recommended route by Google Maps
- Myrtle is a direct connection to Buttercup Road, the only roadway that parallels Highway 75 and serves N/S bound traffic
- Physical roadway deterioration needs to be addressed to accommodate current and predicted increased traffic volumes
- Detour route used by ITD during 2022 Main St project, Key Number 19998 and 2023 Sealcoat Project, Key Number 20478
- Increase efficiency and connectivity of regional transportation system
- Aligns with plan for future Main Street signal compatibility

Your support will benefit not only the City of Hailey, but the entire regional transportation system by providing a safe and effective detour route during incidents and construction on the State Highway.

o Agency & Financial Benefit:

- Hailey lacks funding to complete project
- Preserve existing bike and pedestrian pathway infrastructure
- Decrease necessary policing presence
- Improved maintenance and drainage of roadway

In addition, drivers frequently maintain highway-level speeds when traveling through the residential neighborhood along Myrtle. The influx of high-speed traffic raises significant safety concerns for our community and highlights the urgent need for effective traffic calming measures.

o Safety

- Highway users maintain high speeds while utilizing this alternative routine, creating safety concerns for local vehicular traffic and bike/pedestrian users
- Install traffic calming measures to increase safety, including a mini-roundabout
- Myrtle is a recognized Safe Route to School, serving the largest public Middle School in all of Blaine County

- Protect residential safety

This project will increase the safety of a highly utilized roadway that is not in the City's budget to repair while increasing public safety for all road users by decreasing vehicular speeds through a populous neighborhood adjacent to the County's largest Middle School.

- **Area Map:**



- **Area photos:**





2. Provide project scope, construction limits and permits, schedule and estimated project cost.

OUTLINE:

- SCOPE:
- CONSTRUCTION LIMITS AND PERMITS:
- SCHEDULE:

ACTIVITY	START DATE	COMPLETION DATE
Bid Project	November 2023	December 2023
Construction		
Project Close Out Report		

- ESTIMATED PROJECT COST: \$

3. Do you have all right-of-way (R/W) for your project? Explain (limit ½ page). Provide documentation of R/W, easements, or commitments.

Yes, the City owns all Right of Way for this project as dedicated in City of Hailey township plat.

4. Are your engineering plans ready to bid or will they be ready within 6 months of grant award? Provide explanation of progress to date, and evidence of current project development (plan set).

- OUTLINE:
  - Progress to date: City Engineer Brian Yeager, has worked closely with local engineering firm, Benchmark Associates, to develop project-ready plans for the reconstruction of Myrtle Street. These plans are ready to go out to bid as soon as grant funding is awarded.
  - Evidence of project development: See attached plan set.

5. How does the project mitigate the impacts of state highway projects on local roads, OR why is the project economically significant and require the assistance of the Idaho Transportation Department? (limit 1 page)

The project's approach to mitigating the impacts of state highway projects on local roads is twofold:

- Restoring pavement on a street that is not only impacted by increased highway traffic but utilized as a detour route during construction projects, and
- Increasing traveler and residential safety by implementing traffic calming features

One of the primary challenges faced by local communities during and after state highway projects is the significant increase in traffic on adjacent local roads due to detours and rerouting.

- Wear and tear caused by heavy traffic volumes, particularly from larger vehicles, can accelerate the deterioration of local roads
- The Myrtle Street project will restore and improve the resilience of the roadway
- Route will be more resilient to current and projected increased traffic loads

By restoring pavement on this route, the project not only prevents additional damage but also ensures that the detour route remains safe and functional for motorists. In addition, this project addresses drivers' tendency to maintain highway speeds when transitioning from State Highway 75 to Myrtle Street.

- Myrtle Street is an important part of Hailey's existing multimodal infrastructure network and a recognized Safe Route to School
- Children utilize Myrtle daily to access the Wood River Middle School (571 Students) and Hailey Elementary School (264 Students)
- Myrtle bisects a residential neighborhood, families live immediately adjacent to the roadway
- Comprehensive traffic calming measures will help ensure safety of local residents

The economic significance of the project warrants the assistance of the ITD. Hailey lacks the necessary funding to undertake these infrastructure upgrades. While state highways serve as the backbone of transportation networks, the well-being of local roads is equally vital for maintaining the economic vitality and quality of life of the surrounding communities. The project's focus on repairing a deteriorating roadway frequently used as a detour route aligns with the broader goal of sustaining a resilient and efficient transportation network that benefits both state and local interests.

7. Do you have community support for your project? Include unique letters of support from the supporting partners including Local/Rural planning groups, Metropolitan Planning Organizations, law enforcement, fire department, police department, school district, local businesses, etc. (limit 5 single page letters) See attached.



August 21, 2023

Idaho Transportation Board  
PO Box 7129  
Boise, ID 83707-1129

Dear Chairman Moad,

On behalf of the Blaine County Regional Transportation Committee, I am writing to express support for the Myrtle Street reconstruction grant application submitted by the City of Hailey. This project addresses the critical need for improved infrastructure and safety enhancements on a highly trafficked downtown arterial in Blaine County's most populous community. It holds immense importance not only for the City of Hailey, but for the broader region as a whole.

As both a significant transportation route and a key connector between State Highway 75 and Buttercup Road, this project is essential to ensuring the safety, efficiency, and sustainability of our transportation system. The regional benefits of this project extend beyond the City of Hailey's borders. Myrtle Street is frequently used as a detour route when State Highway 75 is undergoing construction, there is excessive traffic, or an alternate route is required to avoid an accident. By investing in the reconstruction of Myrtle Street, not only will local transportation infrastructure be enhanced but the efficiency and connectivity of the regional transportation system will increase, benefiting residents, commuters, and businesses throughout the area.

The popularity of Myrtle Street as an alternative route to bypass heavy traffic on State Highway 75 has significantly increased traffic volumes through residential neighborhoods, leading to safety concerns for both local vehicular traffic and pedestrians. The need for traffic calming measures, including the installation of a roundabout, speed reduction features, and chicane, is paramount to creating a safer environment for all road users.

In summary, the reconstruction of Myrtle Street is not only a local imperative but also a project with far-reaching regional impact. The benefits of enhanced safety, improved traffic flow, and increased connectivity underscore the vital importance of investing in our transportation infrastructure. I strongly urge the Board to support this grant application, recognizing the positive transformation it will bring to our community and the broader region.

Thank you for your commitment to promoting safe, efficient, and sustainable transportation solutions. I am available to provide any additional information or answer any questions you may have. Your consideration of this application is greatly appreciated.

Angenie McCleary  
Chair, Blaine County Regional Transportation Committee

# City of Hailey

115 MAIN STREET SOUTH, SUITE H  
HAILEY, IDAHO 83333

(208) 788-4221  
Fax: (208) 788-2924

August 23, 2023

Idaho Transportation Board  
PO Box 7129  
Boise, ID 83707-1129

Dear Chairman Moad and Idaho Transportation Department Board,

I am writing to express my full support for the grant application submitted for the much-needed reconstruction of Myrtle Street. I believe that this project is essential for our community's local transportation system, safety and overall quality of life. It supports our vision of creating a more resilient and connected city.

The urgency of this project has been reinforced by our interactions with concerned citizens who reside along Myrtle Street. We have heard firsthand accounts of drivers utilizing this route as a detour around congested traffic on the highway. The influx of high-speed traffic raises significant safety concerns for our community and highlights the urgent need for effective traffic calming measures. The safety of our residents, pedestrians, cyclists, and motorists is of paramount importance. The Myrtle Street Road Reconstruction Project offers a solution to existing safety concerns by implementing traffic calming measures. These measures will contribute to a safer environment for all road users and mitigate the risks associated with high-speed through-traffic in a residential neighborhood.

By addressing roadway deterioration, this project will provide a safe and effective detour route during incidents and construction on State Highway 75. Both the City and ITD have used this detour, when necessary, to re-route vehicles. Though this has proven to be an effective route, this practice has contributed to the decline of the roadway surface. While the City does not have funding available to repair Myrtle Street, this project will help to develop a safe and comfortable transportation network for all roadway users.

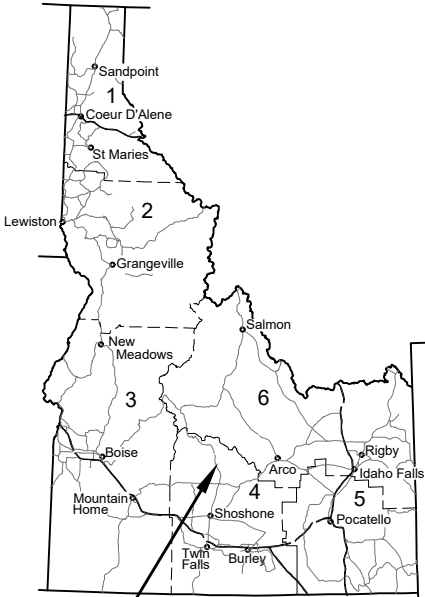
This project not only addresses immediate concerns but also advances the larger goal of creating a safer regional transportation system. Your support will contribute not only to the safety of our residents but to the regional transportation system.

Sincerely,

Mayor Martha Burke  
City of Hailey

# CITY OF HAILEY PUBLIC WORKS DEPARTMENT

## MYRTLE STREET IMPROVEMENTS 2023



**MYRTLE STREET  
HAILEY**

INDEX OF SHEETS	
SHEET NO.	DESCRIPTION
1	TITLE SHEET
2	GENERAL CONSTRUCTION NOTES
3	LEGEND
4	MATERIAL QUANTITIES
5-9	DETAILS
10-12	DEMOLITION PLANS
13	MYRTLE STREET ALIGNMENT GEOMETRY
14-15	MYRTLE STREET IRRIGATION SUPPLY PLANS
17-19	MYRTLE STREET ROAD PLAN AND PROFILES
20	2ND AVENUE ALIGNMENT GEOMETRY
21	ROUNDAABOUT GEOMETRY
22	ROUNDAABOUT ISLAND GEOMETRY
23	2ND AVENUE ROAD PLAN AND PROFILE
24	ROUNDAABOUT DESIGN
25-28	ROUNDAABOUT DETAILED GRADING PLANS
29-31	ROAD STRIPING & SIGN INSTALLATION PLANS



**VICINITY MAP  
N.T.S.**

No.	Date	Revisions

SCALES SHOWN ARE FOR  
11"x17" SHEETS ONLY

DRAWING INFORMATION:  
3830-57 Cover&Details 2023-08-15.dwg  
08/23/23 3:21:40 PM



CITY OF HAILEY  
PUBLIC WORKS  
DEPARTMENT

*in conjunction with*  
**GALENA - BENCHMARK  
ENGINEERING**



MYRTLE STREET IMPROVEMENTS 2023

# TITLE SHEET





**GENERAL CONSTRUCTION NOTES**

1. THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE SHOWN ON THE PLANS IN AN APPROXIMATE WAY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING EXISTING UTILITIES DURING THE CONSTRUCTION. THE CONTRACTOR AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH RESULT FROM HIS FAILURE TO ACCURATELY LOCATE AND PRESERVE OR COORDINATE THE RELOCATION OF ANY AND ALL UNDERGROUND UTILITIES. CONTRACTOR SHALL CALL DIGLINE (1-800-342-1585) AND APPROPRIATE UTILITY OWNERS TO LOCATE ALL EXISTING UNDERGROUND UTILITIES.
2. ALL CONSTRUCTION SHALL BE IN CONFORMANCE WITH THE CURRENT EDITION OF THE CITY OF HAILEY MOBILITY DESIGN CONSTRUCTION SPECIFICATIONS AND STANDARD DRAWINGS AND THE CURRENT EDITION OF THE "IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION" (ISPWC). THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING AND KEEPING A COPY OF THE ISPWC AND HAILEY STANDARD DRAWINGS AND SPECIFICATIONS ON SITE DURING CONSTRUCTION. WHERE DUPLICATE STANDARDS EXIST THE MORE STRINGENT STANDARDS SHALL TAKE PRECEDENCE.
3. WATER MAIN AND SERVICE CONSTRUCTION SHALL BE IN CONFORMANCE WITH CITY OF HAILEY MOBILITY DESIGN CONSTRUCTION SPECIFICATIONS AND STANDARD DRAWINGS. NO WATER MAIN OR SERVICES SHALL BE BACKFILLED UNTIL THEY HAVE BEEN INSPECTED AND APPROVED BY THE CITY.
4. THE CONTRACTOR SHALL CLEAN UP THE SITE AFTER CONSTRUCTION SO THAT IT IS IN A CONDITION EQUAL TO OR BETTER THAN THAT WHICH EXISTED PRIOR TO CONSTRUCTION.
5. THE CONTRACTOR SHALL BE REQUIRED TO OBTAIN ALL THE NECESSARY PERMITS PRIOR TO CONSTRUCTION AND SHALL CHECK WITH THE CITY OF HAILEY FOR PERMITS THE OWNER MAY ALREADY HAVE OBTAINED.
6. TRENCHES SHALL BE BACKFILLED AND COMPACTED TO A MINIMUM OF 95% OF MAXIMUM DENSITY AS DETERMINED BY AASHTO T-99.
7. ALL CLEARING & GRUBBING SHALL CONFORM TO ISPWC SECTION 201 AND CITY OF HAILEY STANDARD 18.12.010 EXCAVATION AND BACKFILL.
8. ALL EXCAVATION & EMBANKMENT SHALL CONFORM TO ISPWC SECTION 202 AND CITY OF HAILEY STANDARD SPECIFICATION 18.12.010 EXCAVATION AND BACKFILL. EXCAVATED SUBGRADE SHALL BE COMPACTED AND ALL UNSUITABLE SECTIONS REMOVED AND REPLACED WITH STRUCTURAL FILL AS DETERMINED BY THE ENGINEER PER ISPWC SECTION 204. MINIMUM COMPACTION OF PLACED MATERIAL SHALL BE 95% OF MAXIMUM LABORATORY DENSITY AS DETERMINED BY AASHTO T-99 OR ITD T-91.
10. ALL 2" MINUS CRUSHED AGGREGATE SHALL BE PLACED IN CONFORMANCE WITH ISPWC SECTION 802, COMPACTED PER ISPWC SECTION 202 AND THE CITY OF HAILEY STANDARD SPECIFICATION 18.08.012 TWO INCH SUB-BASE COURSE. 2" MINUS CRUSHED AGGREGATE MATERIAL SHALL CONFORM TO ISPWC SECTION 802 TYPE II AND TO THE CITY OF HAILEY STANDARD SPECIFICATION 18.08.012 TWO INCH SUB-BASE COURSE. MINIMUM COMPACTION OF PLACED MATERIAL SHALL BE 95% OF MAXIMUM LABORATORY DENSITY AS DETERMINED BY AASHTO T-99 OR ITD T-91.
11. ALL 3/4" MINUS CRUSHED AGGREGATE SHALL BE PLACED IN CONFORMANCE WITH ISPWC SECTION 802, COMPACTED PER ISPWC SECTION 202 AND TO THE CITY OF HAILEY STANDARD SPECIFICATION 18.08.014 3/4 INCH CRUSHED AGGREGATE BASE COURSE. 3/4" MINUS CRUSHED AGGREGATE FOR LEVELING COURSE SHALL CONFORM TO ISPWC TABLE 802 TYPE I AND TO THE CITY OF HAILEY STANDARD SPECIFICATION 18.08.014 3/4 INCH CRUSHED AGGREGATE BASE COURSE. MINIMUM COMPACTION OF PLACED MATERIAL SHALL BE 95% OF MAXIMUM LABORATORY DENSITY AS DETERMINED BY AASHTO T-99 OR ITD T-91.
12. ALL ASPHALTIC CONCRETE PAVEMENT WORK SHALL CONFORM TO ISPWC SECTION(S) 805, 810, AND 811 FOR CLASS II PAVEMENT AND TO THE CITY OF HAILEY STANDARD SPECIFICATION 18.08.016 PLANT MIX PAVEMENT. ASPHALT AGGREGATE SHALL BE 1/2" (13MM) NOMINAL SIZE CONFORMING TO TABLE 803B IN ISPWC SECTION 803. ASPHALT BINDER SHALL BE PG 58-28 CONFORMING TO TABLE A-1 IN ISPWC SECTION 805. FOG COAT SHALL BE PLACED IN CONFORMANCE WITH ISPWC SECTION 813.
13. ALL EDGES OF EXISTING ASPHALT PAVING SHALL BE SAW CUT A MINIMUM OF 24" TO PROVIDE A CLEAN PAVEMENT EDGE FOR MATCHING. NO WHEEL CUTTING SHALL BE ALLOWED. PAVEMENT SHALL BE CUT PRIOR TO PAVING TO PREVENT DAMAGE TO THE CUT EDGE.
14. ALL PORTLAND CONCRETE PAVEMENT WORK SHALL CONFORM TO ISPWC SECTION 706 AND THE CITY OF HAILEY STANDARDS.
15. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING TRAFFIC CONTROL PER THE CURRENT EDITION OF THE US DEPARTMENT OF TRANSPORTATION MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) AND THE TRAFFIC CONTROL PLAN INCLUDED HEREIN.
16. BOUNDARY INFORMATION IS BASED ON FOUND MONUMENTATION. PLEASE REFER TO THE OFFICIAL RECORDED MAP OF ORIGINAL HAILEY TOWNSITE. GALENA ENGINEERING INC. HAS NOT RECEIVED A TITLE POLICY FROM THE CLIENT AND HAS NOT BEEN REQUESTED TO OBTAIN ONE. RELEVANT INFORMATION THAT MAY BE CONTAINED WITHIN A TITLE POLICY MAY THEREFORE NOT APPEAR ON THIS MAP AND MAY AFFECT ITEMS SHOWN HEREON. IT IS THE RESPONSIBILITY OF THE CLIENT TO DETERMINE THE SIGNIFICANCE OF THE TITLE POLICY INFORMATION AND DETERMINE WHETHER IT SHOULD BE INCLUDED. IF THE CLIENT DESIRES FOR THE INFORMATION TO BE INCLUDED THEY MUST FURNISH SAID INFORMATION TO GALENA ENGINEERING, INC. AND REQUEST IT BE ADDED TO THIS MAP.
17. PER IDAHO CODE § 55-1613, THE CONTRACTOR SHALL RETAIN AND PROTECT ALL MONUMENTS, ACCESSORIES TO CORNERS, BENCHMARKS AND POINTS SET IN CONTROL SURVEYS; ALL MONUMENTS, ACCESSORIES TO CORNERS, BENCHMARKS AND POINTS SET IN CONTROL SURVEYS THAT ARE LOST OR DISTURBED BY CONSTRUCTION SHALL BE REESTABLISHED AND RE-MONUMENTED, AT THE EXPENSE OF THE AGENCY OR PERSON CAUSING THEIR LOSS OR DISTURBANCE AT THEIR ORIGINAL LOCATION OR BY SETTING OF A WITNESS CORNER OR REFERENCE POINT OR A REPLACEMENT BENCHMARK OR CONTROL POINT, BY OR UNDER THE DIRECTION OF A PROFESSIONAL LAND SURVEYOR.
18. THE CONTRACTOR SHALL BE RESPONSIBLE FOR HIRING A MATERIALS TESTING COMPANY DURING CONSTRUCTION TO VERIFY ALL COMPACTION AND MATERIAL PLAN AND SPECIFICATION REQUIREMENTS ARE MET. TESTING LOCATION AND FREQUENCY SHALL MEET ISPWC AND ADA COUNTY HIGHWAY DISTRICT (ACHD) REQUIREMENTS. REPORTS SHALL BE SUBMITTED TO THE ENGINEER WITHIN TWO WEEKS OF TESTING.

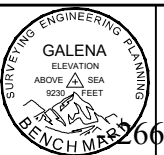
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ENGINEERING



MYRTLE STREET IMPROVEMENTS 2023

**GENERAL CONSTRUCTION NOTES**



- Existing Items**
- Property Line
  - Centerline
  - Concrete Curb & Gutter
  - Building/Structure Line
  - Approximate Edge of Asphalt (EOA)
  - Gravel Drive
  - Pavers
  - Fence Line
  - Retaining Wall
  - Sign
  - Mailbox
  - 5' Contour Interval
  - 1' Contour Interval
  - Conifer Tree
  - Deciduous Tree
  - Bush
  - Dripline of Vegetation
  - Gas Line
  - Gas Marker (GAs)
  - Gas Meter (GM)
  - Fiber Optic Line
  - Fiber Optic Line Marker (FOs)
  - Telephone Line
  - Telephone Riser (PH)
  - Storm Drain
  - Catch Basin
  - Drywell
  - Storm Drain Manhole
  - Buried Power Line
  - Overhead Power Line
  - Utility Pole
  - Power Vault
  - Guy wire
  - Power Meter
  - Sewer Main
  - Sewer Cleanout
  - Sewer Manhole
  - Water Main
  - Water Valve
  - Water Meter (OM)
  - Fire Hydrant
  - Water Main Vault (W)

- Proposed Items**
- Baseline of Alignment
  - 6' Vertical Curb & Gutter
  - Zero Reveal Curb & Gutter
  - Curb Transition
  - Asphalt
  - Concrete
  - Rumble Strip
  - Sawcut Line
  - Retaining Wall
  - 5' Contour Interval
  - 1' Contour Interval
  - Truncated Dome
  - Storm Drain
  - Catch Basin
  - Drywell
  - Borrow Pit
  - Yield Line Marking
  - Bicycle Intersection
  - Crossing / Commercial
  - Driveway Conflict Marking

DON'T LOOK AT ME BRIAN

**ABBREVIATIONS**


- BEG = BEGINNING
- BFW = BOTTOM FACE OF WALK
- BOW = BACK OF WALK
- CC = CURB CUT
- CL = CENTERLINE
- EG = EXISTING GRADE
- HP = HIGH POINT
- LIP = LIP OF GUTTER
- MID = MIDPOINT
- PC = POINT OF CURVATURE
- PCC = POINT OF COMPOUND CURVE
- PI = POINT OF INTERSECTION
- POC = POINT OF CURVATURE
- PRC = POINT OF REVERSE CURVE
- PT = POINT OF TANGENCY
- TA = TOP OF ASPHALT
- TBC = TOP BACK OF CURB
- TBW = TOP BACK OF WALK
- TC = TOP OF CONCRETE

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MYRTLE STREET IMPROVEMENTS 2023

**LEGEND**

PROFESSIONAL ENGINEER  
REGISTERED  
STATE OF IDAHO  
BRUCE D. YEAGER  
9438  
**PRELIMINARY CONSTRUCTION**

MATERIAL ITEMS LIST		
ITEM	UNIT	QUANTITY
Contractor mobilization	ls	1
Traffic control and detours	ls	1
Erosion and Sediment Control	ls	1
- - DEMOLITION - -		
Sawcut asphalt	lf	1,533
Rotomilled Asphalt	sy	8,618
Site clearing and grubbing	sy	4,153
Remove stop sign and return to City	ea	4
Remove & retain sign. To be re-installed	ea	2
Truncated Dome and Concrete Removal	sf	48
Remove and Dispose of Drywell	ea	1
Remove and Dispose of Catch Basin	ea	1
Remove and Dispose of Storm Drain Line	lf	22
Excavation	cy	97
- - IRRIGATION - -		
Connection at water main. Includes 2" gate valve, 2" meter, 2" high hazard backflow device and housing structure.	ea	1
Irrigation control valve with winterizing blow-out valve	ea	10
2" HDPE Irrigation Line	lf	1,304
Landscape tree with silva cell assembly	ea	16
Landscape grasses and top soil	sy	936
- - STREET IMPROVEMENTS - -		
ITD SP-3 HMA, 1/2" gradation, PG58-28 (3" compacted depth)	cy	738
Concrete curb and gutter (Type I)	lf	268
Concrete curb transition (6" rolled to zero reveal)	lf	135
Concrete zero reveal curb and gutter	lf	60
Concrete curb transition (island noses)	sf	142
Concrete paver boundary (24" wide)	lf	134
Concrete 6" vertical curb (mountable)	lf	409
Construct concrete sidewalk (5' wide): Flat work	sy	77
Construct concrete Island: Flat work	sy	211
2"(-) crushed aggregate subbase (6" compacted depth)	cy	187
3/4"(-) crushed aggregate base (4" compacted depth)	cy	697
Cast Iron Truncated Dome Detectable Warning Insert	sf	240
Paver edging	sf	268
Reset utility box lid elevation	ea	16

MATERIAL ITEMS LIST		
ITEM	UNIT	QUANTITY
- - STORM SYSTEM - -		
Catch basin	ea	4
12" storm drain pipe	lf	153
Drywell	ea	4
- - PAVEMENT STRIPING - -		
white continental crosswalk bars	ea	10
Thermoplastic crosswalk/stop bar, 24" wide	lf	45
6" white lane control	lf	100
white-traffic channelization symbol-right turn	ea	2
white-traffic channelization symbol-straight w/ left turn	ea	2
4" yellow - double line	lf	1,426
green continental crosswalk bars w/ black edging	ea	35
4" white - single line	lf	346
4" blue ADA parking - single line	lf	99
Blue ADA parking space symbol	ea	1
4" yellow - single line	lf	652
4" white - single line skip BP lane	lf	253
white-bike path only lane symbol w/ arrow	ea	2
12" white crosswalk striping	lf	46
- - ROAD SIGNAGE - -		
New sign posts	ea	21
Mount previously removed signs. 1ea 15 MPH Speed limit,		
White 15 MPH Sign	ea	1
Stop Sign	ea	1
Mount new signs		
Pedestrian Crossing	ea	6
Down Left Arrow	ea	6
Traffic Circle	ea	4
Yellow 15 MPH Sign	ea	4
Yield Sign	ea	4
Street Name with Direction Arrow	ea	4
Divided Highway Sign	ea	1

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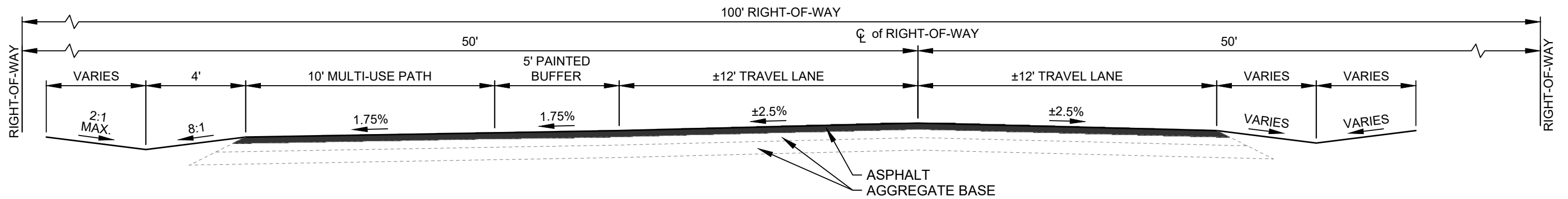


MYRTLE STREET IMPROVEMENTS 2023

# APPROXIMATE MATERIAL QUANTITIES





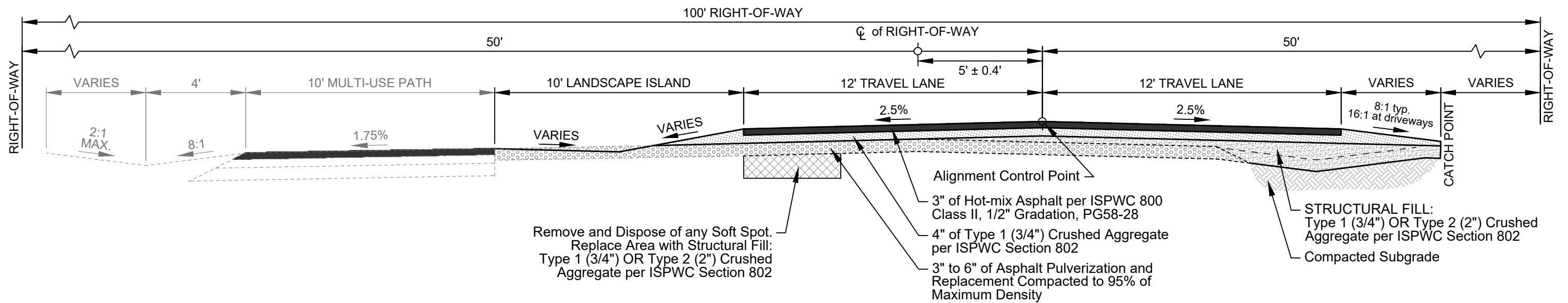


NOTE: EXISTING CROWN OF ROAD IS ±0.4' OFF OF CENTERLINE OF RIGHT-OF-WAY

**1**  
05

**EXISTING MYRTLE STREET TYPICAL SECTION (MAIN ST. TO 4TH ST)**

N.T.S.



Remove and Dispose of any Soft Spot. Replace Area with Structural Fill: Type 1 (3/4") OR Type 2 (2") Crushed Aggregate per ISPWC Section 802

**2**  
05

**PROPOSED MYRTLE STREET TYPICAL SECTION (MAIN ST. TO 4TH ST)**

N.T.S.

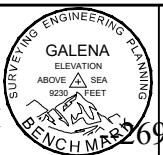
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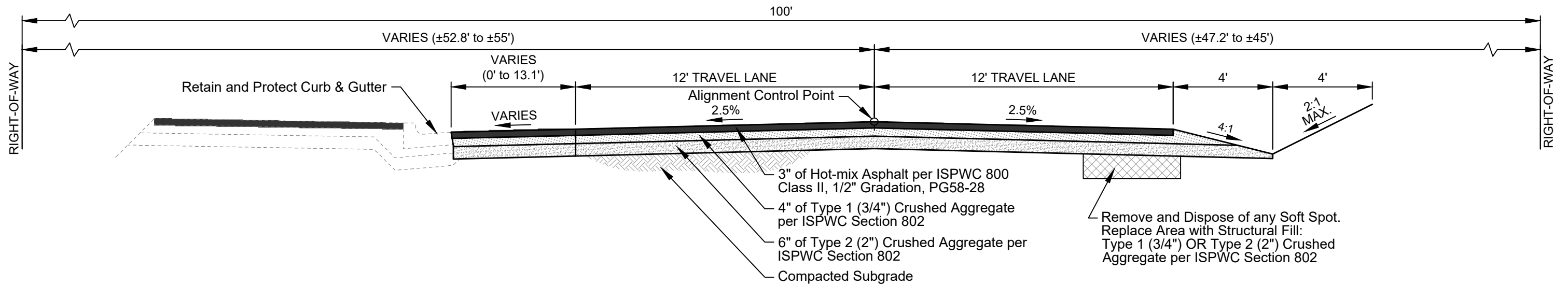
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**TYPICAL SECTIONS**

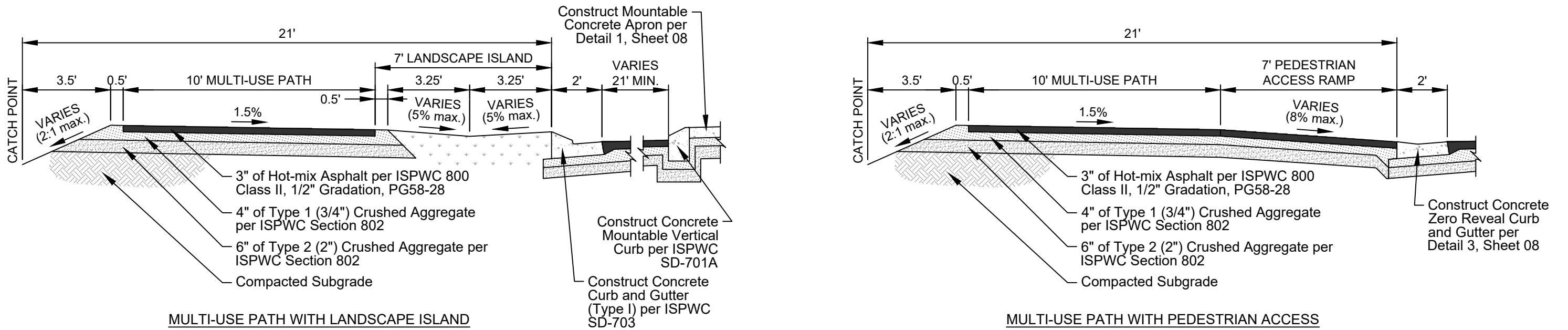




1  
06

PROPOSED MYRTLE STREET TYPICAL SECTION (4TH ST. TO BUTTERCUP ROAD)

N.T.S.



2  
06

MULTI-USE PATH AT ROUNDABOUT TYPICAL SECTION

N.T.S.

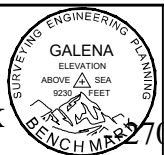
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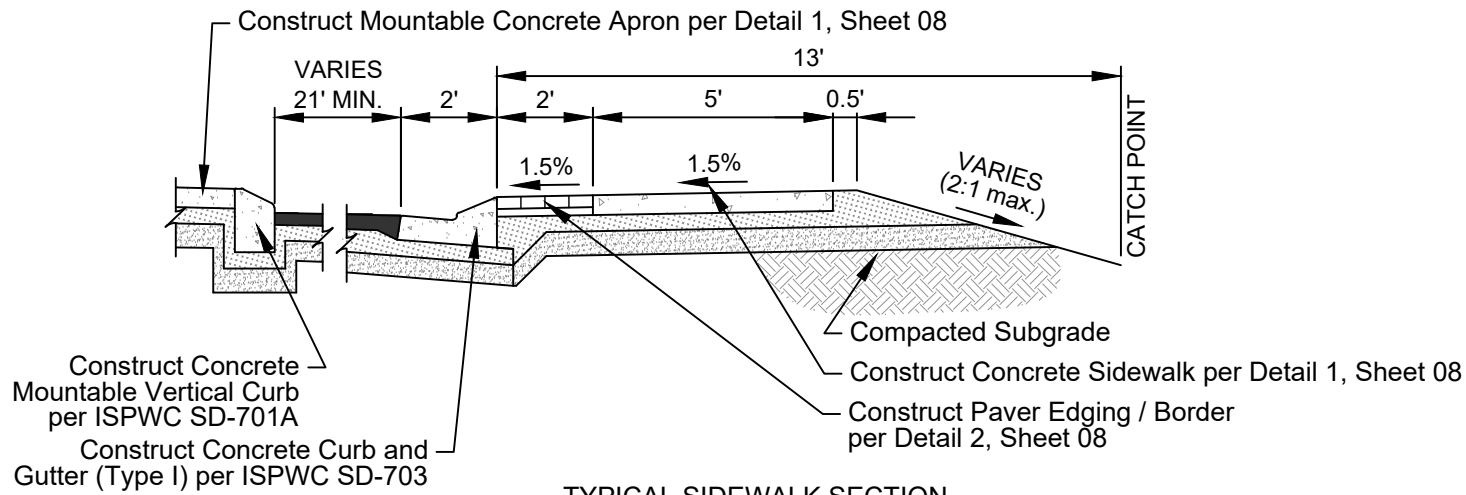
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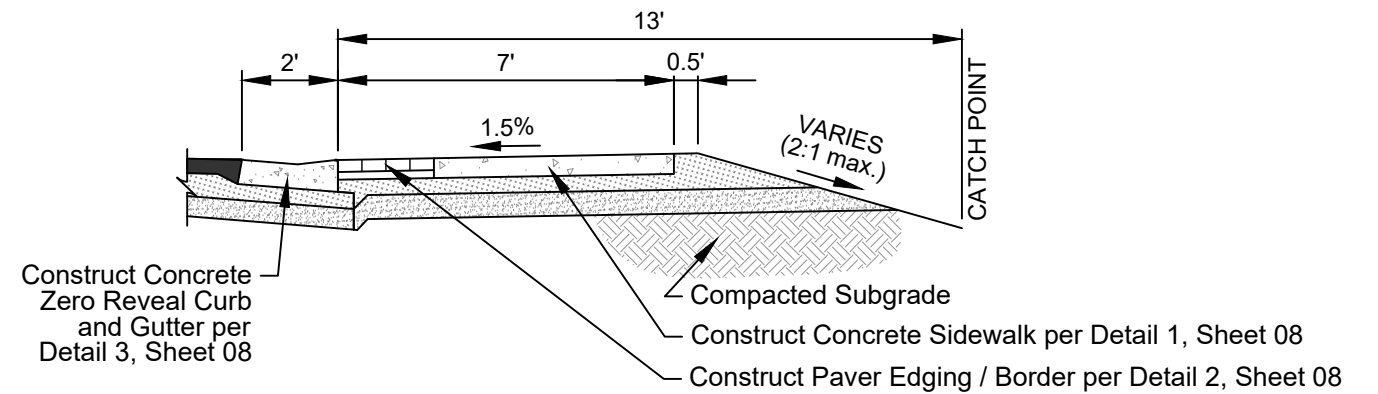
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TYPICAL SECTION





TYPICAL SIDEWALK SECTION

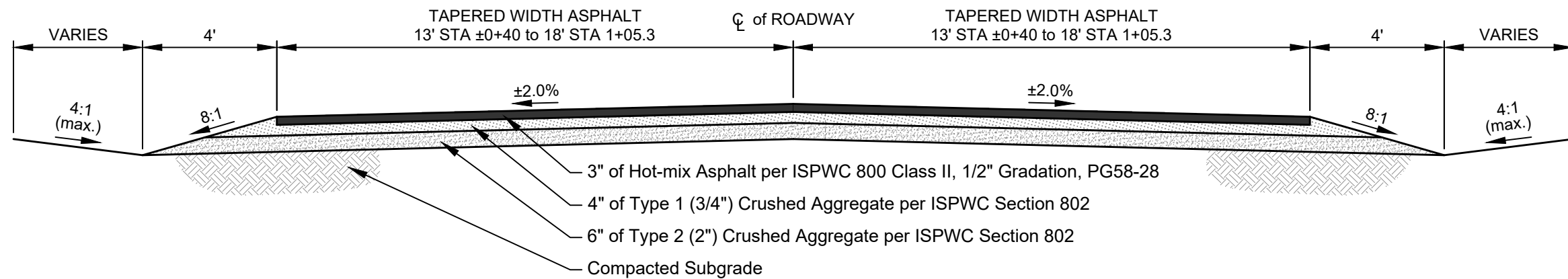


TYPICAL SIDEWALK SECTION AT PEDESTRIAN ACCESS

1  
07

TYPICAL CONCRETE SIDEWALK SECTION AT ROUNDABOUT

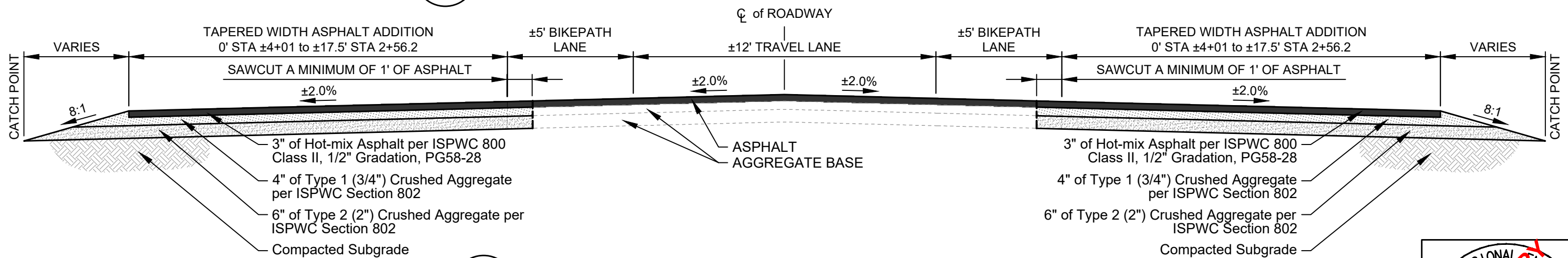
N.T.S.



2  
07

2ND AVENUE STREET RECONSTRUCTION SECTION

N.T.S.



3  
07

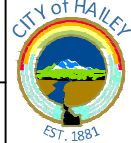
2ND AVENUE STREET WIDENING SECTION

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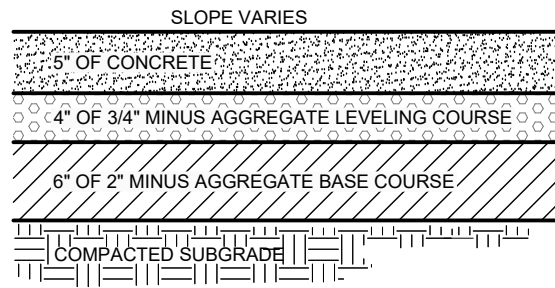


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TYPICAL SECTION



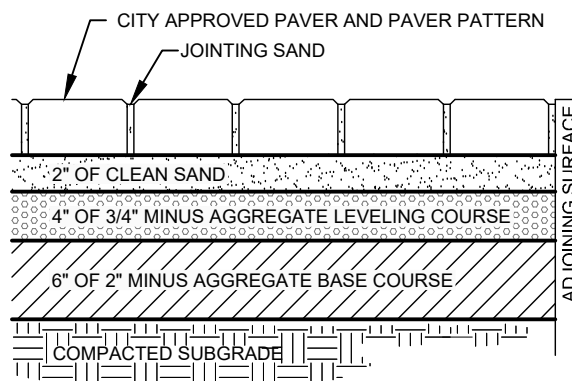




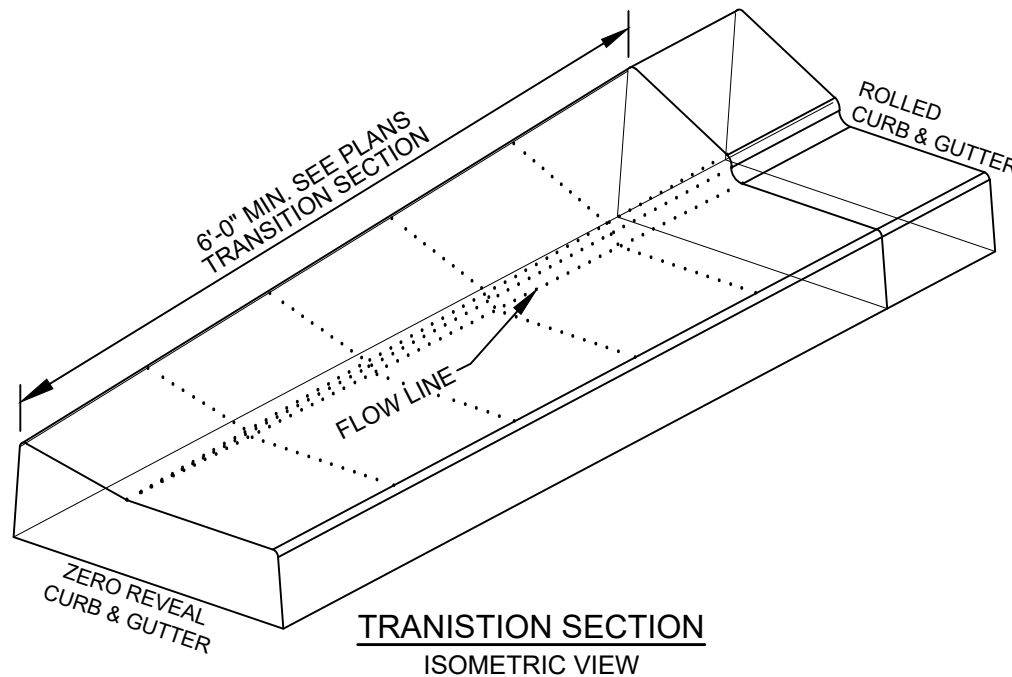
**NOTES:**

1. INSTALL SCORE JOINTS AT INTERVALS TO MATCH WIDTH OF WALK NOT TO EXCEED 5 FEET SPACING IN BOTH THE LONGITUDINAL AND TRANSVERSE DIRECTION FOR SIDEWALK GREATER THAN 5 FEET IN WIDTH. INSTALL EXPANSION JOINTS EVERY 10 FEET IN LONGITUDINAL DIRECTION.
2. 1/2" TRANSVERSE PREFORMED BITUMINOUS JOINTS AT THE TERMINUS POINTS FOR CURVE AND WHERE SIDEWALK IS PLACED BETWEEN TWO PERMANENT FOUNDATIONS OR ADJACENT TO THE STRUCTURE, PLACE 1/2" EXPANSION JOINT MATERIAL ALONG THE BACK OF WALK THE FULL LENGTH.
3. SIDEWALK CONSTRUCTION JOINTS SHALL BE CONSTRUCTED APPROXIMATELY 1/8" WIDE, 3/4" IN DEPTH AND FINISHED AND EDGED SMOOTH. A PREFORMED EXPANSION JOINT FILLER SHALL BE PLACED EVERY 40' FOR NEW SIDEWALK CONSTRUCTION.
4. WHEN TRANSITIONING NEW SIDEWALK TO EXISTING, A MINIMUM 5' TRANSITIONAL PANEL SHALL BE SEPARATED AND ISOLATED WITH EXPANSION MATERIAL.
5. SIDEWALK ALIGNMENT TRANSITIONS SHALL HAVE A MINIMUM RADIUS OF 30' TO THE FACE OF CURB.
6. MATERIALS SHALL CONFORM WITH CURRENT ISPWC STANDARDS, DIVISION 800 AGGREGATES AND ASPHALT.
7. CONCRETE THICKNESS PER THIS DETAIL OR MATCH EXISTING, WHICHEVER IS GREATER.

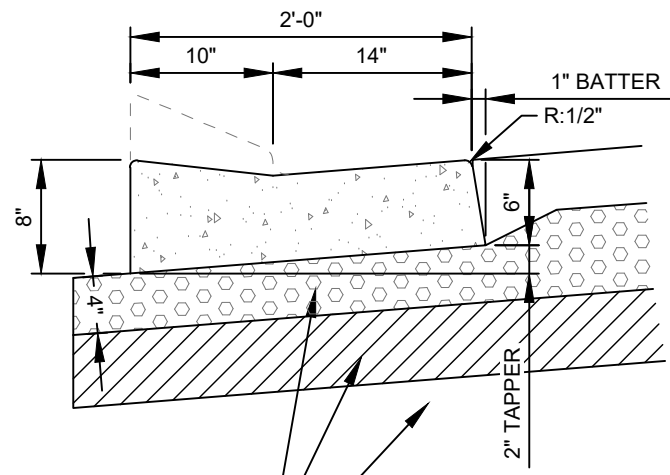
**1**  
08 **TYPICAL CONCRETE SECTION**  
N.T.S.



**2**  
08 **PAVER DETAIL**  
N.T.S.



**TRANSITION SECTION**  
ISOMETRIC VIEW

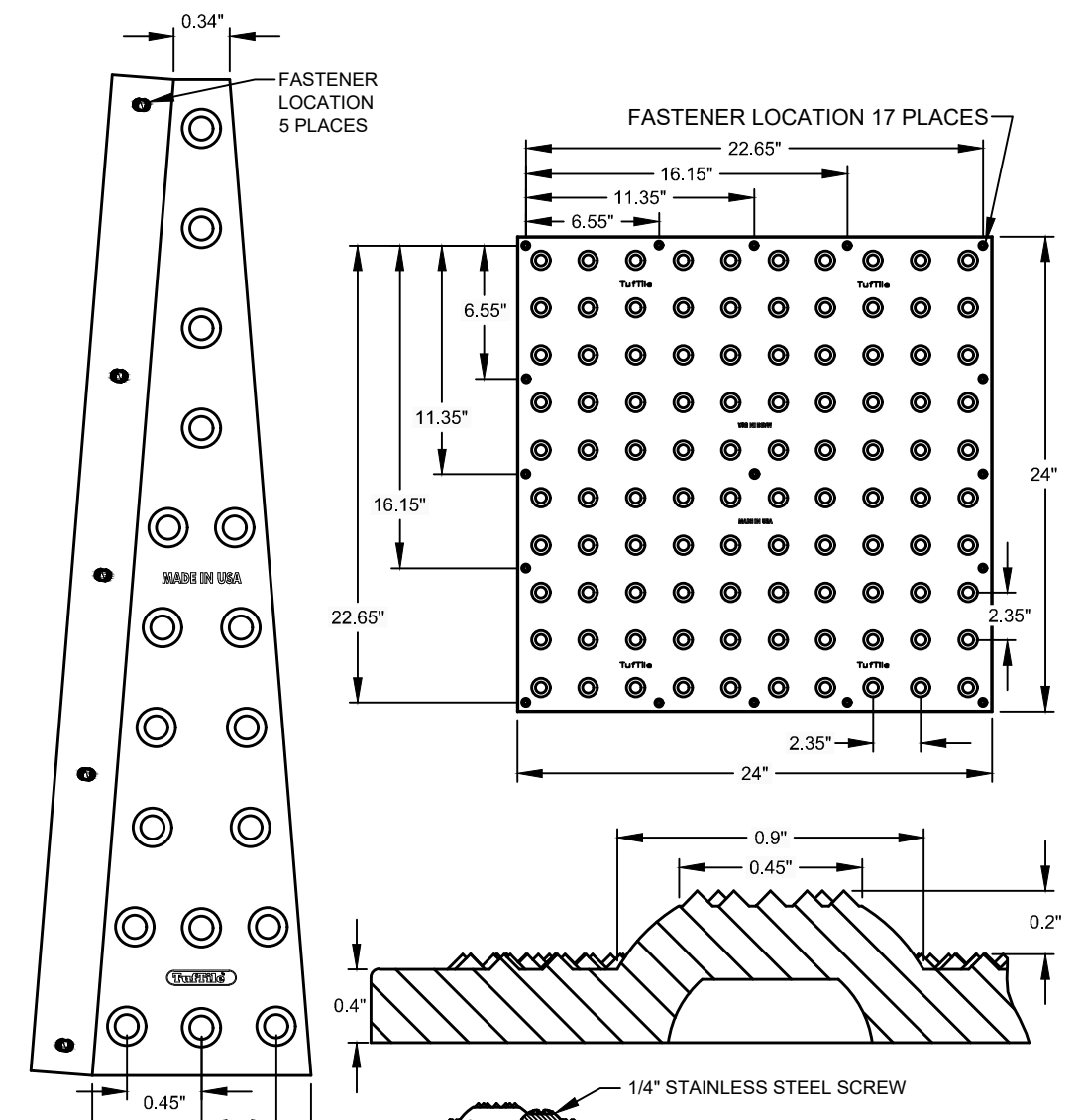


**ZERO REVEAL CURB & GUTTER**  
4" OF 3/4" MINUS GRAVEL LEVELING COURSE  
6" OF 2" MINUS GRAVEL BASE COURSE  
COMPACT SUBGRADE TO 95% STANDARD PROCTOR

**NOTES:**

1. 1/2-INCH PREFORMED EXPANSION JOINT MATERIAL (AASHTO M 213) AT TERMINAL POINTS OF RADII.
2. CONTINUOUS PLACEMENT PREFERRED, SCORE INTERVALS TO MATCH SIDEWALK WITH 10-FOOT MAXIMUM SPACING.
3. MATERIALS SHALL CONFORM WITH CURRENT ISPWC STANDARDS, DIVISION 800 AGGREGATES AND ASPHALT.

**3**  
08 **TYPICAL CURB TRANSITION DETAIL**  
N.T.S.



**RADIUS - WEDGE TILE**

- NOTES:**
1. DETECTABLE WARNING TILES SHALL BE TUFTILE (CAST IRON & WET SET) OR APPROVED EQUAL.
  2. COLOR TO BE PATINA (NO FINISH).

**4**  
08 **DETECTABLE WARNING PLATE**  
N.T.S.

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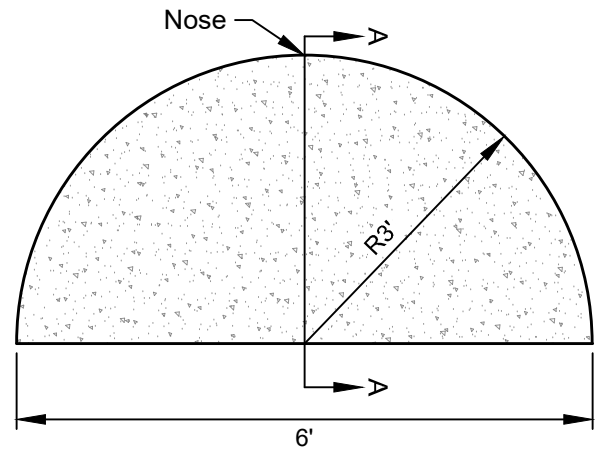
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MYRTLE STREET IMPROVEMENTS 2023

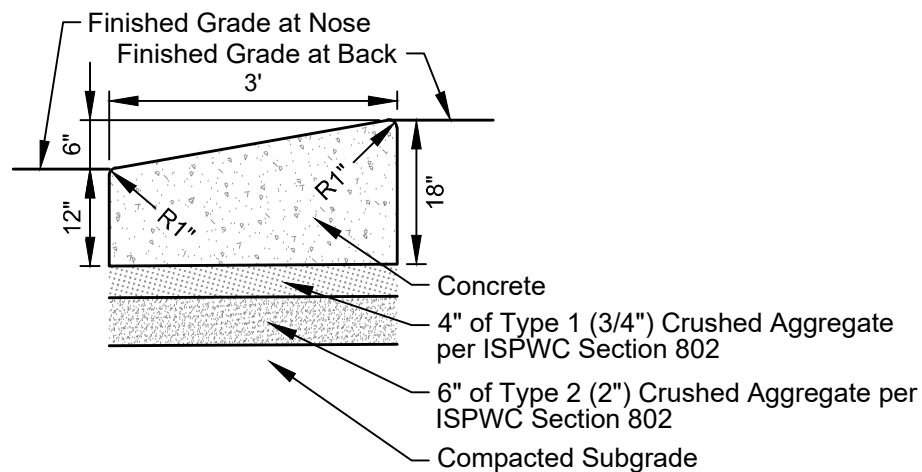
**DETAIL SHEET**

**PROFESSIONAL ENGINEER**  
REG. NO. 9438  
STATE OF IDAHO  
BRUCE D. YEAGER

**PRELIMINARY CONSTRUCTION**

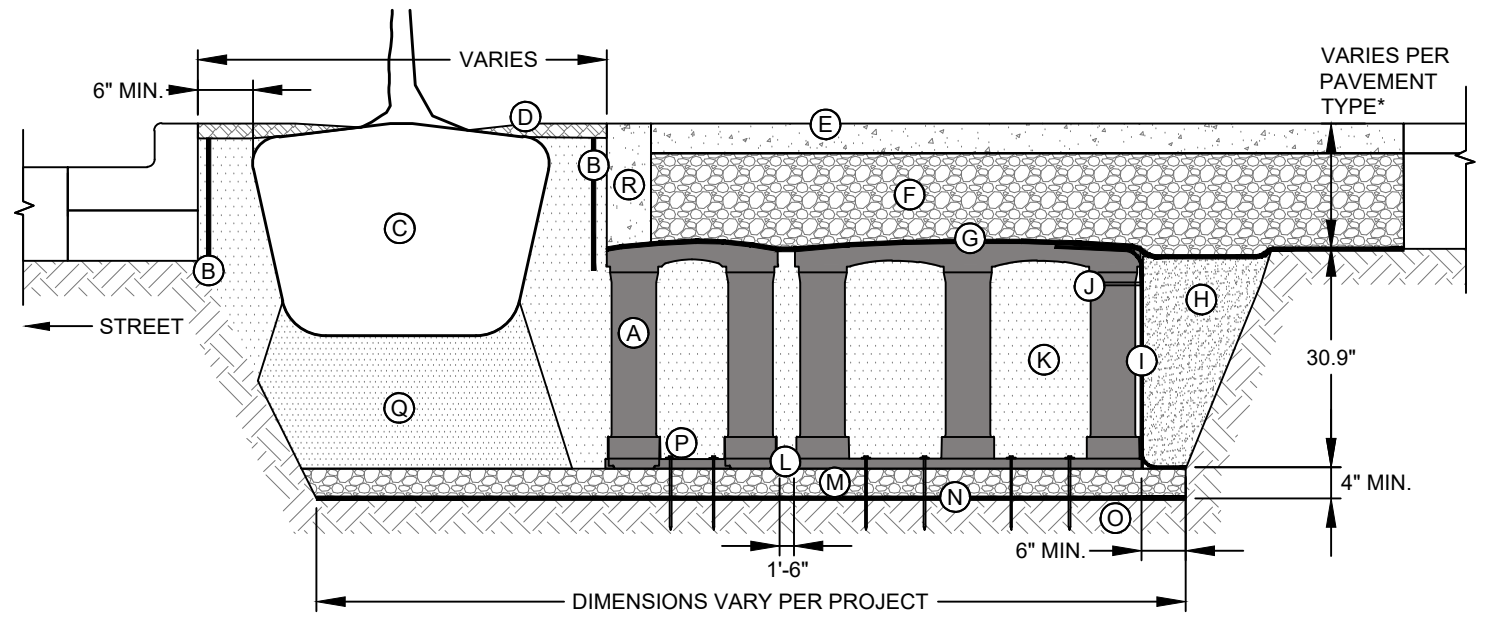


PLAN VIEW



CROSS-SECTION A-A

1  
09 NOSE SECTION OF TRAFFIC ISLAND  
N.T.S.



MODULAR SUSPENDED PAVEMENT SYSTEM

KEY PLAN:

- A. SILVA CELL SYSTEM (DECK, BASE, AND POSTS) OR APPROVED EQUAL.
- B. DEEPROOT ROOT BARRIER, 12" OR 18", DEPTH DETERMINED BY THICKNESS OF PAVEMENT SECTION, INSTALL DIRECTLY ADJACENT TO CONCRETE EDGE RESTRAINT. PREVENTS ROOTS FROM DISTURBING PAVEMENT.
- C. TREE ROOT PACKAGE, SIZE VARIES
- D. TREE OPENING TREATMENT, PER PROJECT SPECIFICATIONS
- E. SURFACE TREATMENT, PER PROJECT
- F. AGGREGATE BASE COURSE, DEPTH VARIES PER PROJECT
- G. GEOTEXTILE TO KEEP AGGREGATE FROM MIGRATING DOWN THROUGH CELL DECK
- H. BACKFILL, PER PROJECT SPECIFICATIONS
- I. GEOGRID TO PROVIDE FOR VERTICAL SEPARATION BETWEEN PLANTING SOILS AND BACKFILL WHILE ALLOWING ROOT PENETRATION INTO ADJACENT SOILS. 6" (150 mm) TOE (OUTWARD FROM BASE) AND 12" (305 mm) EXCESS (OVER TOP OF DECK).
- J. CABLE TIE, ATTACHING GEOGRID TO SILVA CELL AT BASE OF UPPER POST FLARE
- K. PLANTING SOIL, PER PROJECT SPECIFICATIONS, COMPACTED TO 70-80% PROCTOR
- L. SILVA CELL BASE SLOPE, 10% MAX
- M. 4" (100 mm) MIN AGGREGATE SUB BASE, COMPACTED TO 95% PROCTOR
- N. GEOTEXTILE, TO PROVIDE SEPARATION BETWEEN SUBGRADE AND AGGREGATE BASE
- O. SUBGRADE, COMPACTED TO 95% PROCTOR
- P. PIN, PER SILVA CELL SPECIFICATIONS, TO KEEP CELLS IN PLACE DURING CONSTRUCTION
- Q. PLANTING SOIL BELOW TREE ROOT PACKAGE, COMPACTED TO 85-90% PROCTOR
- R. CONCRETE EDGE RESTRAINT TO STABILIZE EDGE AND PREVENT AGGREGATE MIGRATION INTO TREE OPENING.

\*MINIMUM PAVEMENT PROFILE OPTIONS TO MEET H-20 LOADING

PAVEMENT	+ AGGREGATE	BASE COURSE
4" CONCRETE	.....	+ 4" AGGREGATE
3" PAVER	.....	+ 12" AGGREGATE
4" ASPHALT	.....	+ 12" AGGREGATE
2.6" PAVER	.....	+ 5" CONCRETE

SECTION VIEW

NOTES:

1. EXCAVATION SHALL BE DONE IN ACCORDANCE WITH ALL APPLICABLE HEALTH AND SAFETY REGULATIONS.
2. INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
3. A PROJECT SPECIFIC DETAIL WILL NEED TO BE PROVIDED TO CITY FOR REVIEW AND APPROVAL.

2  
09 TREE WELL DETAILS  
N.T.S.

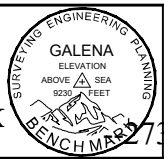
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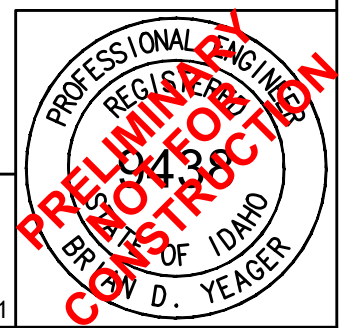


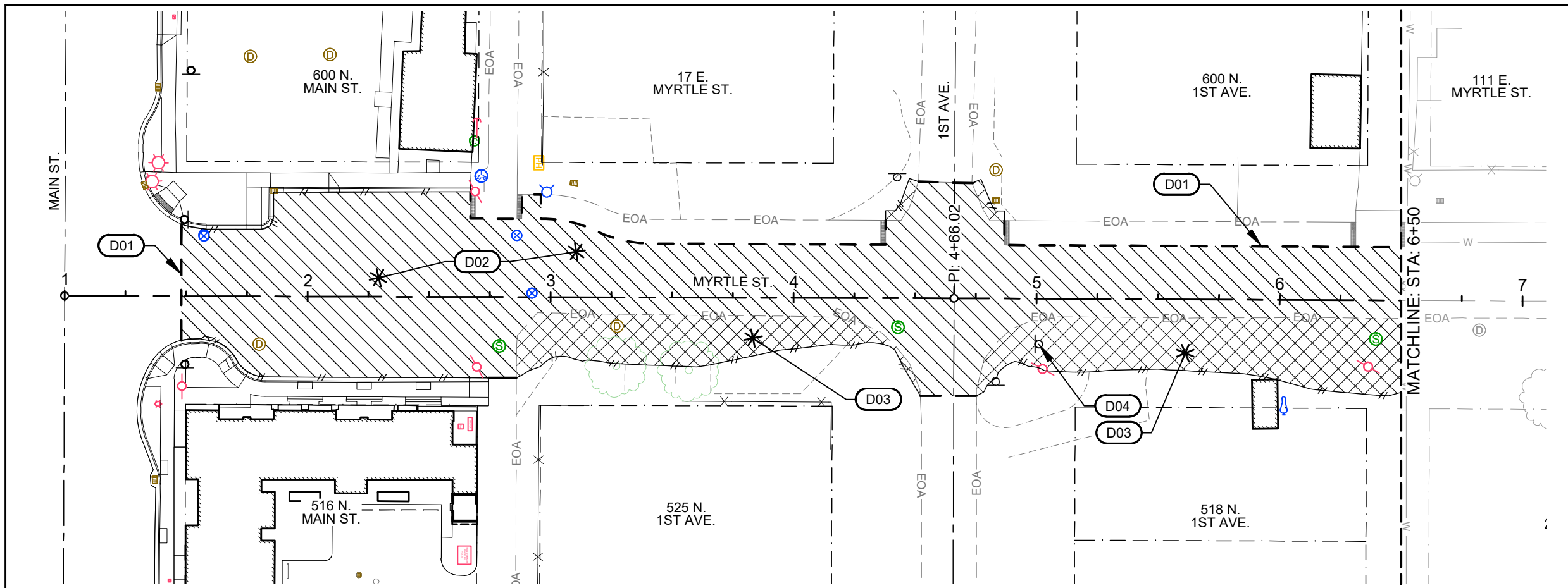
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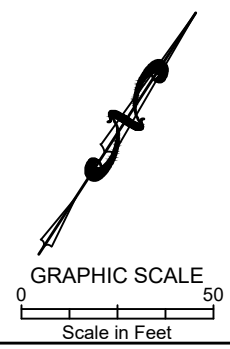
MYRTLE STREET IMPROVEMENTS 2023

DETAIL SHEET





- D01 SAWCUT ASPHALT TO PROVIDE FOR A CLEAN VERTICAL EDGE.
- D02 ROTOMILL ASPHALT IN PLACE (ASPHALT PULVERIZATION). MATERIAL TO BE USED AS BASE FOR ROAD RECONSTRUCTION AND STRUCTURAL FILL.
- D03 SITE CLEARING AND GRUBBING.
- D04 REMOVE AND RETAIN 15 MPH SIGN. SIGN TO BE REUSED.
- A RETAIN AND PROTECT ALL UTILITY LIDS, RISERS, BOXES, VAULTS, POWER POLES, AND SIGNS UNLESS OTHERWISE SPECIFIED. RETAIN AND PROTECT ALL CONCRETE CURB AND GUTTER AND PCC CONCRETE SIDEWALK.



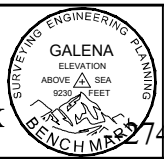
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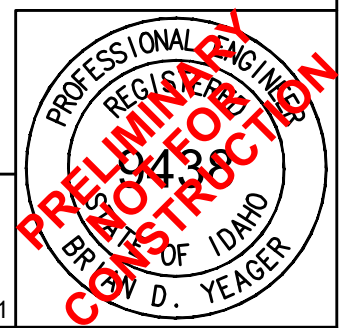
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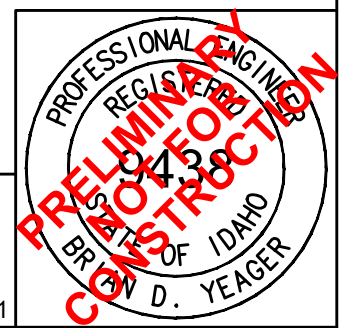
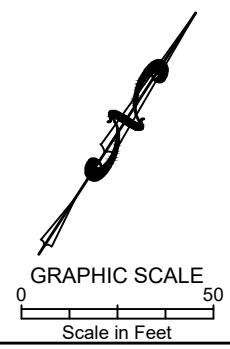
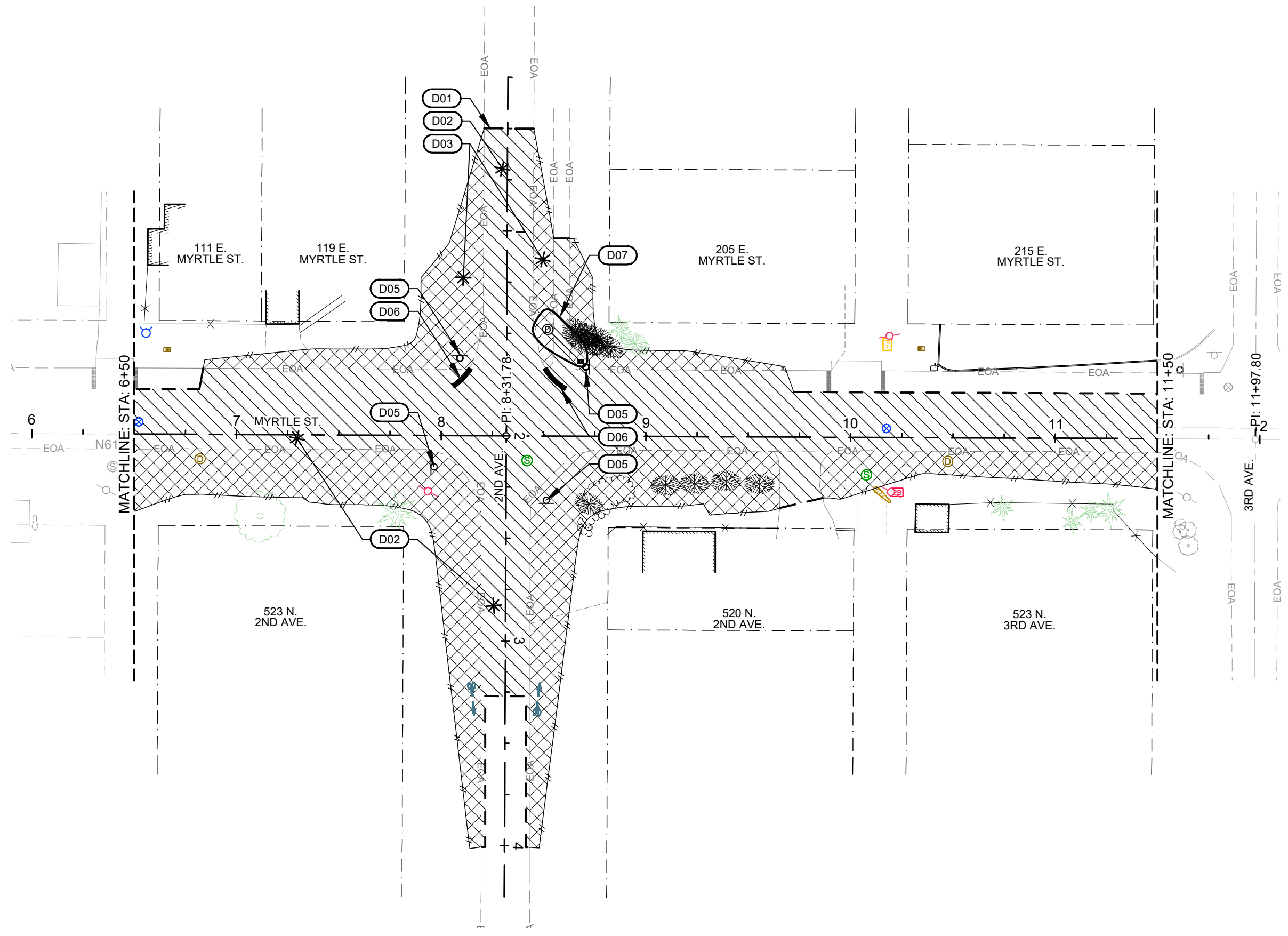
CITY OF HAILEY  
PUBLIC WORKS  
DEPARTMENT  
*in conjunction with*  
GALENA-BENCHMARK  
ENGINEERING



MYRTLE STREET IMPROVEMENTS 2023  
**DEMOLITION PLAN**  
STA: 1+00 TO STA 6+50



- D01** SAWCUT ASPHALT TO PROVIDE FOR A CLEAN VERTICAL EDGE.
- D02** ROTOMILL ASPHALT IN PLACE (ASPHALT PULVERIZATION). MATERIAL TO BE USED AS BASE FOR ROAD RECONSTRUCTION AND STRUCTURAL FILL.
- D03** SITE CLEARING AND GRUBBING.
- D05** REMOVE STOP SIGN AND RETURN TO CITY
- D06** REMOVE AND DISPOSE OF TRUNCATED DOMES.
- D07** REMOVE AND DISPOSE OF STORM SYSTEM. INCLUDES CATCH BASIN, STORM DRAIN, AND DRYWELL.
- A** RETAIN AND PROTECT ALL UTILITY LIDS, RISERS, BOXES, VAULTS, POWER POLES, AND SIGNS UNLESS OTHERWISE SPECIFIED. RETAIN AND PROTECT ALL CONCRETE CURB AND GUTTER AND PCC CONCRETE SIDEWALK.



No.	Date	Revisions

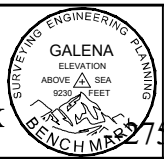
SCALES SHOWN ARE FOR 11"x17" SHEETS ONLY

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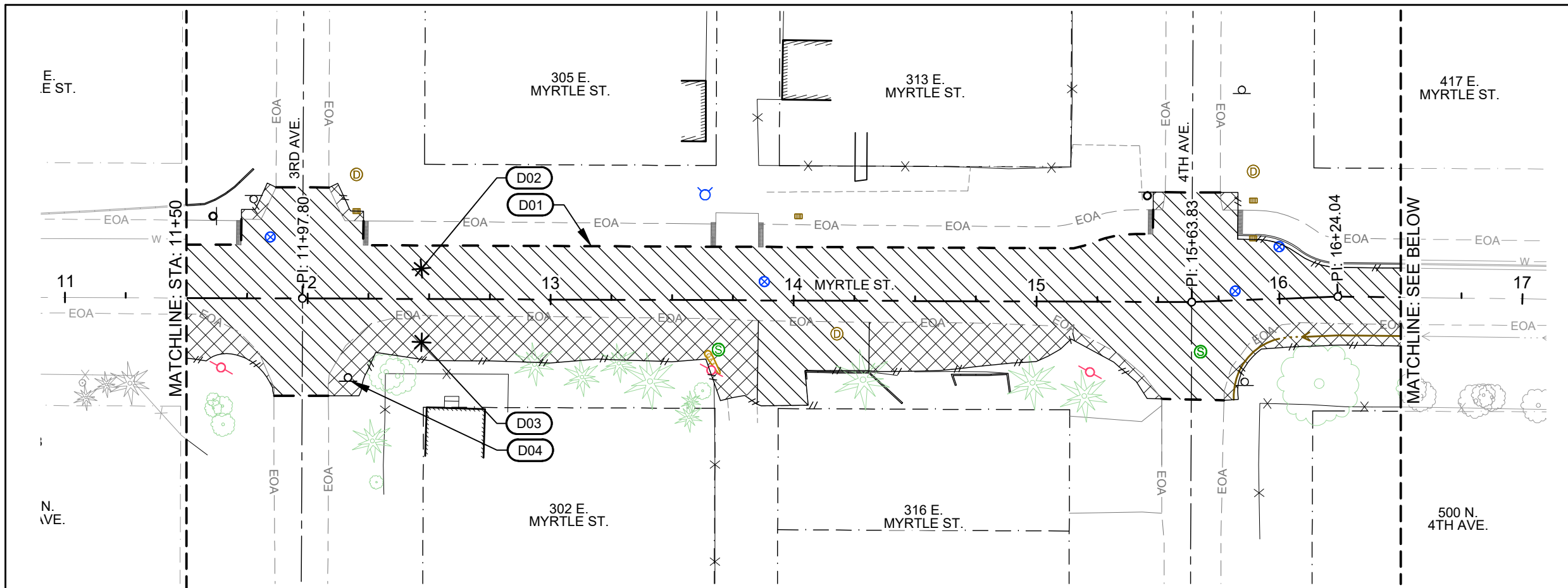
CITY OF HAILEY  
PUBLIC WORKS  
DEPARTMENT

in conjunction with  
GALENA-BENCHMARK  
ENGINEERING

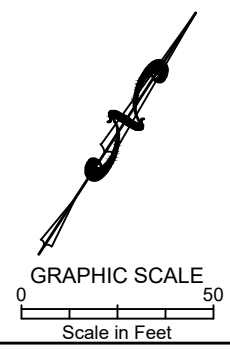
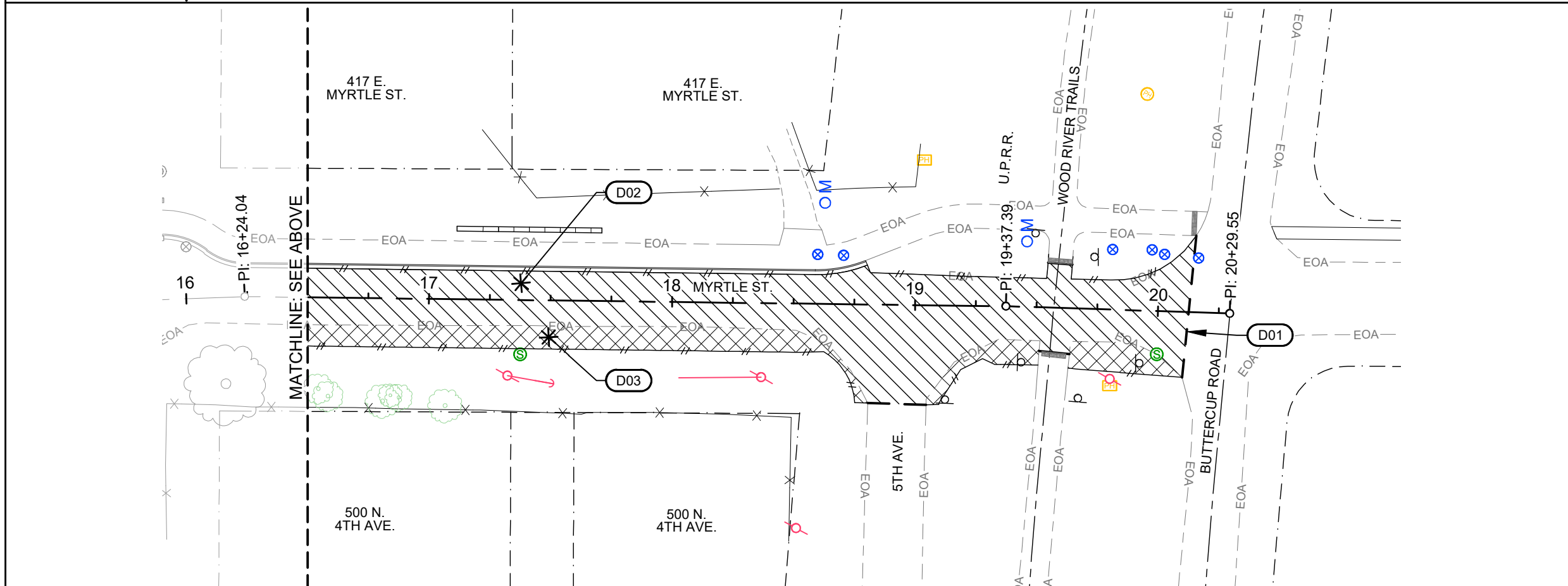


MYRTLE STREET IMPROVEMENTS 2023  
**DEMOLITION PLAN**  
STA: 6+50 TO STA 11+50





- D01 SAWCUT ASPHALT TO PROVIDE FOR A CLEAN VERTICAL EDGE.
- D02 ROTOMILL ASPHALT IN PLACE (ASPHALT PULVERIZATION). MATERIAL TO BE USED AS BASE FOR ROAD RECONSTRUCTION AND STRUCTURAL FILL.
- D03 SITE CLEARING AND GRUBBING.
- D04 REMOVE AND RETAIN STOP SIGN. SIGN TO BE REUSED.
- A RETAIN AND PROTECT ALL UTILITY LIDS, RISERS, BOXES, VAULTS, POWER POLES, AND SIGNS UNLESS OTHERWISE SPECIFIED. RETAIN AND PROTECT ALL CONCRETE CURB AND GUTTER AND PCC CONCRETE SIDEWALK.



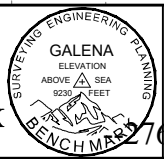
No.	Date	Revisions

SCALES SHOWN ARE FOR 11"x17" SHEETS ONLY

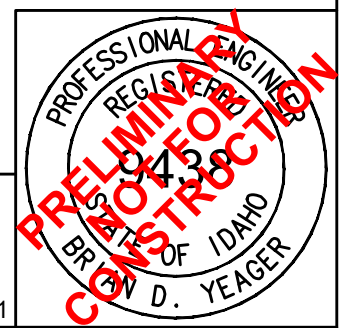
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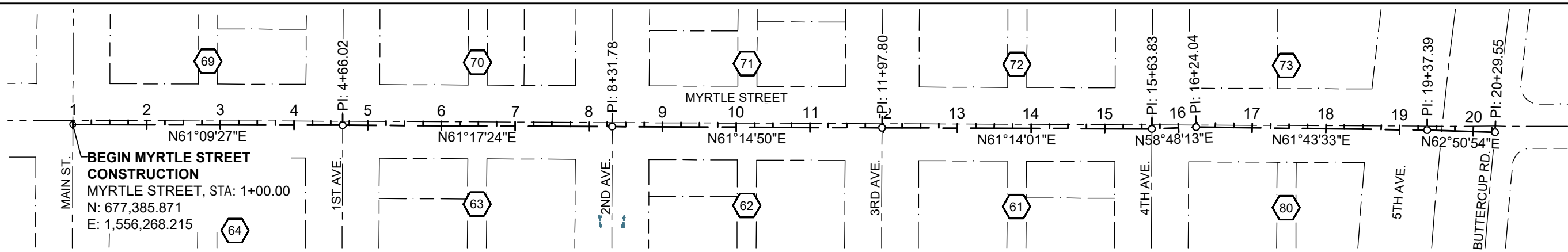
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 DEPARTMENT  
*in conjunction with*  
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 ENGINEERING



MYRTLE STREET IMPROVEMENTS 2023  
**DEMOLITION PLAN**  
 STA: 11+50 TO END

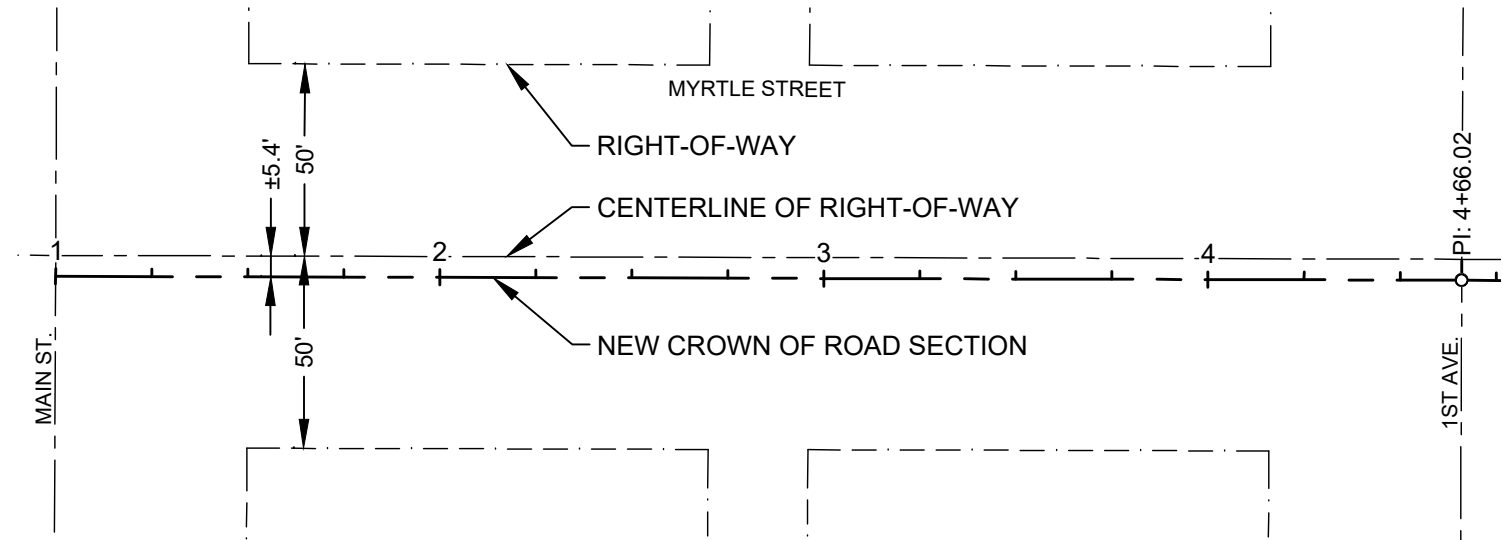






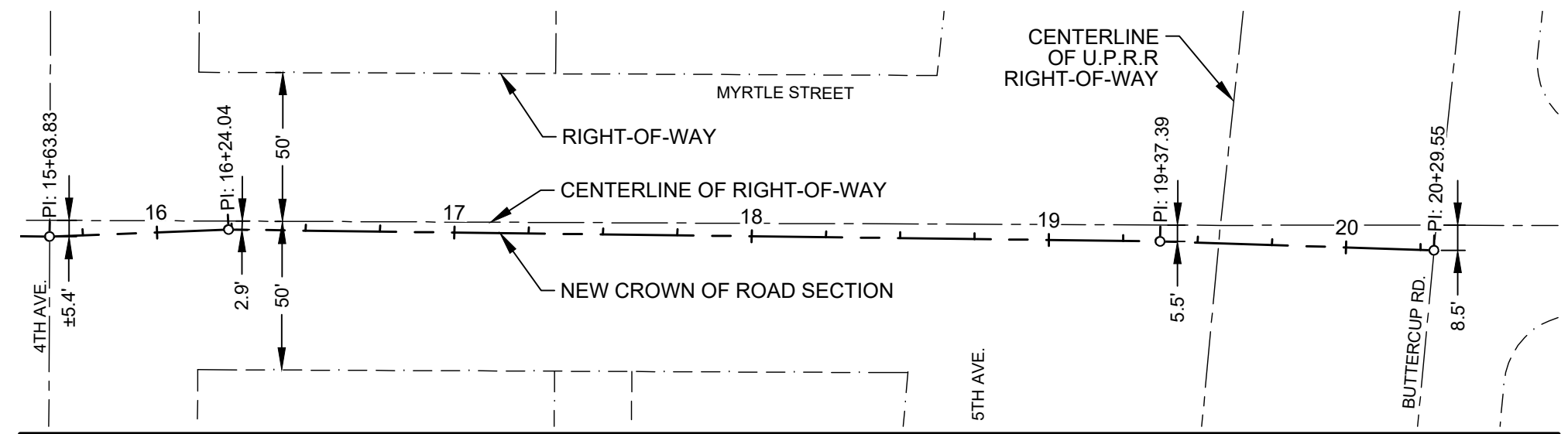
**CROWN OF ROAD ALIGNMENT**

SCALE: 1" = 150'



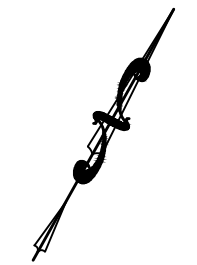
**CROWN OF ROAD TYPICAL RE-ALIGNMENT (MAIN ST. TO 4TH AVE.)**

SCALE: 1" = 50'



**CROWN OF ROAD TYPICAL RE-ALIGNMENT (4TH AVE. TO BUTTERCUP RD.)**

SCALE: 1" = 50'



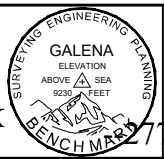
No.	Date	Revisions

SCALES SHOWN ARE FOR 11"x17" SHEETS ONLY

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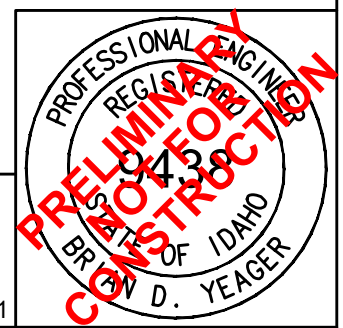


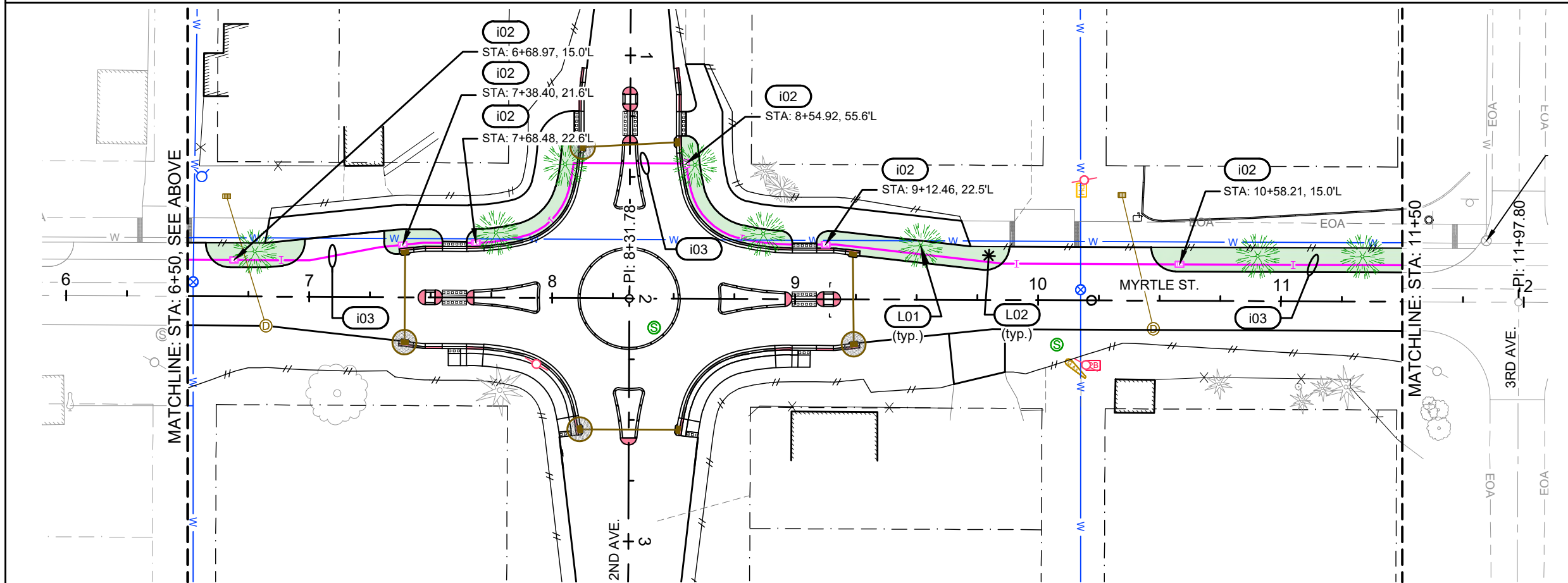
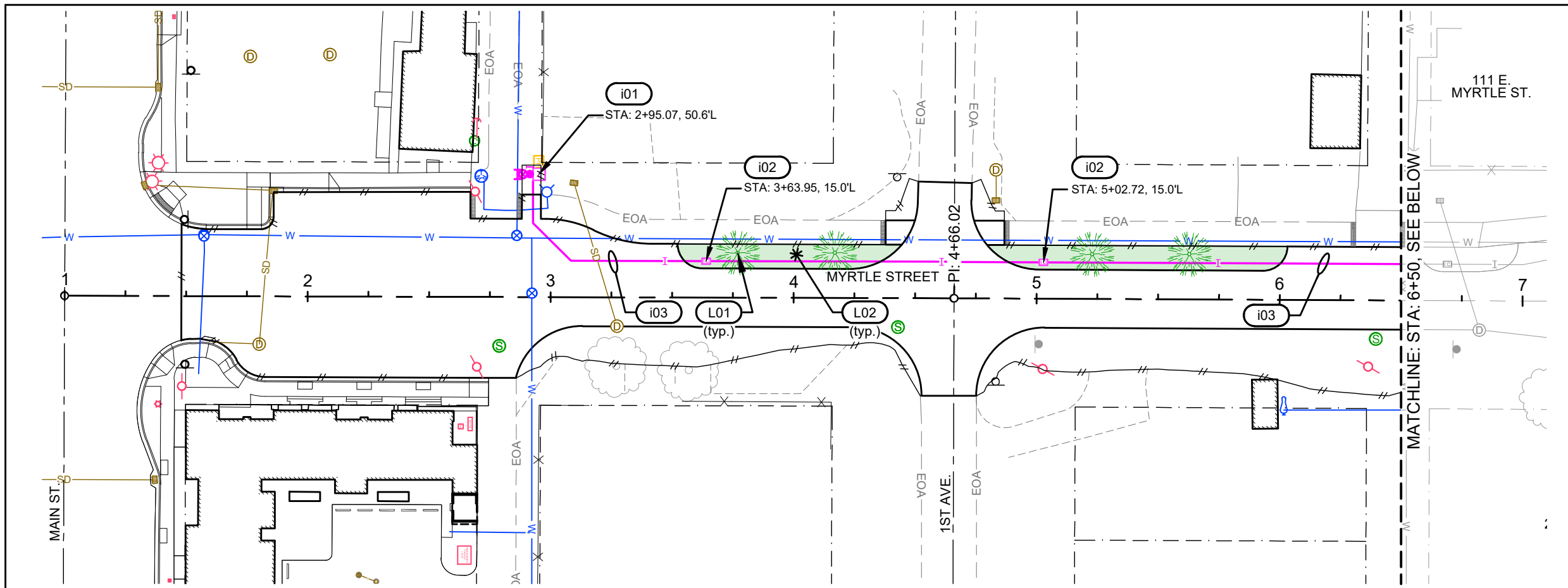
CITY OF HAILEY  
PUBLIC WORKS  
DEPARTMENT  
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ENGINEERING



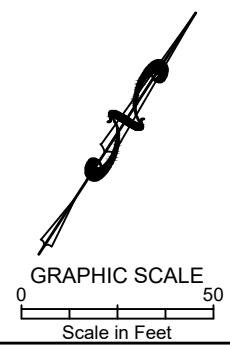
MYRTLE STREET IMPROVEMENTS 2023

**ALIGNMENT GEOMETRY - MYRTLE ST.**





- i01** POINT OF WATER MAIN CONNECTION. INSTALL 10"x2" STAINLESS STEEL TAPPING SADDLE  
2" GATE VALVE  
2" WATER METER  
2" BACKFLOW PREVENTER DEVICE IN IRRIGATION HOUSING
- i02** INSTALL IRRIGATION CONTROL VALVE WITH WINTERIZING BLOW-OUT VALVE.
- i03** INSTALL 2" HDPE IRRIGATION MAIN.
- L01** INSTALL LANDSCAPE TREE. TYPE AND CALIPER PER CITY OF HAILEY STANDARDS. FINAL LOCATION BY CITY. REFER TO DETAIL 2, SHEET 09, FOR TREE WELL AND SILVA CELL SYSTEM DATA.
- L02** INSTALL LANDSCAPE GRASS. TYPE PER CITY OF HAILEY STANDARDS.



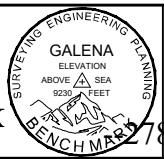
No.	Date	Revisions

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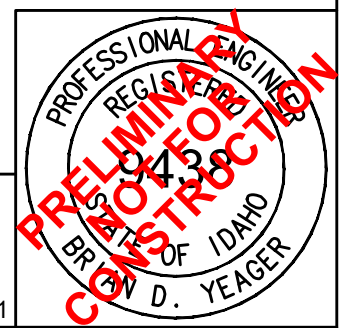
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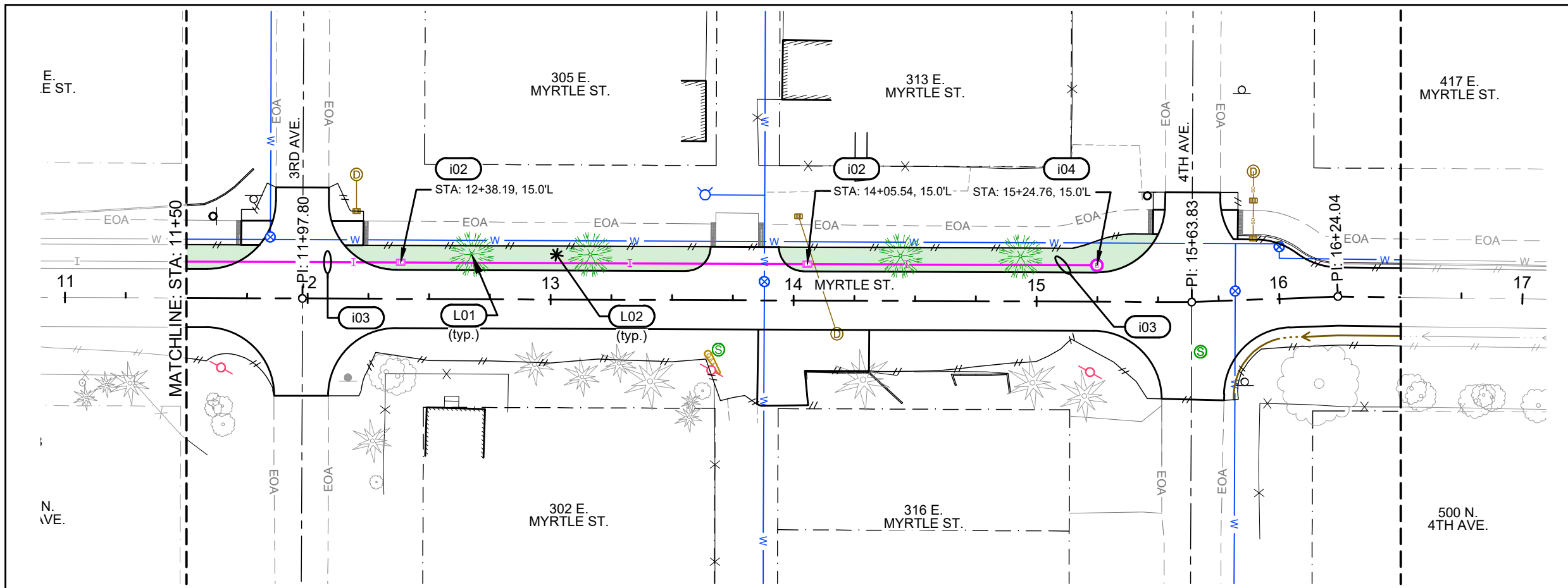


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PUBLIC WORKS DEPARTMENT  
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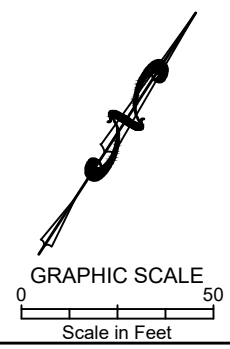


MYRTLE STREET IMPROVEMENTS 2023  
**IRRIGATION SUPPLY PLAN**  
STA: 1+00 TO STA 6+50





- i02** INSTALL IRRIGATION CONTROL VALVE WITH WINTERIZING BLOW-OUT VALVE.
- i03** INSTALL 2" HDPE IRRIGATION MAIN.
- i04** INSTALL 2" BLOW-OFF HYDRANT ASSEMBLY AND VAULT.
- L01** INSTALL LANDSCAPE TREE. TYPE AND CALIPER PER CITY OF HAILEY STANDARDS. FINAL LOCATION BY CITY. REFER TO DETAIL 2, SHEET 09, FOR TREE WELL AND SILVA CELL SYSTEM DATA.
- L02** INSTALL LANDSCAPE GRASS. TYPE PER CITY OF HAILEY STANDARDS.



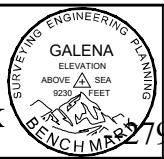
No.	Date	Revisions

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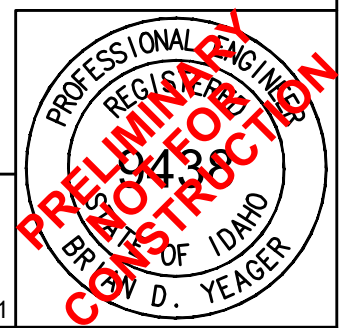
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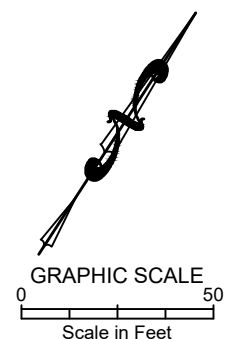
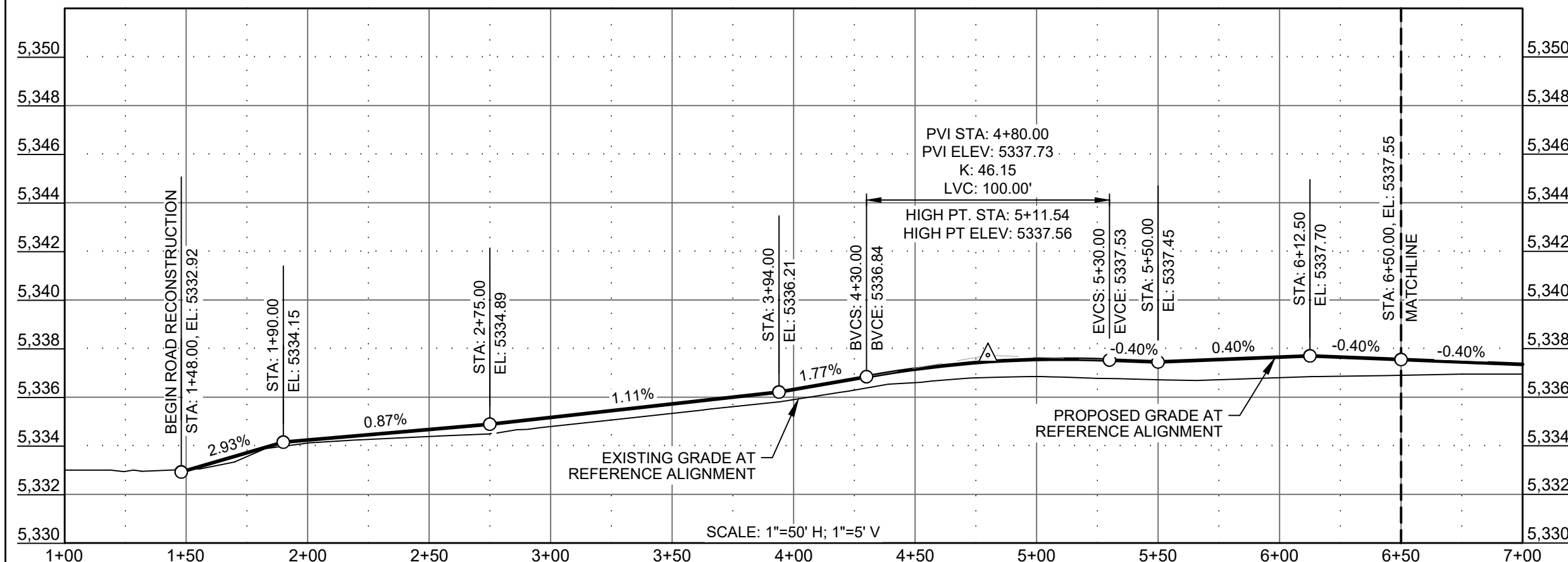
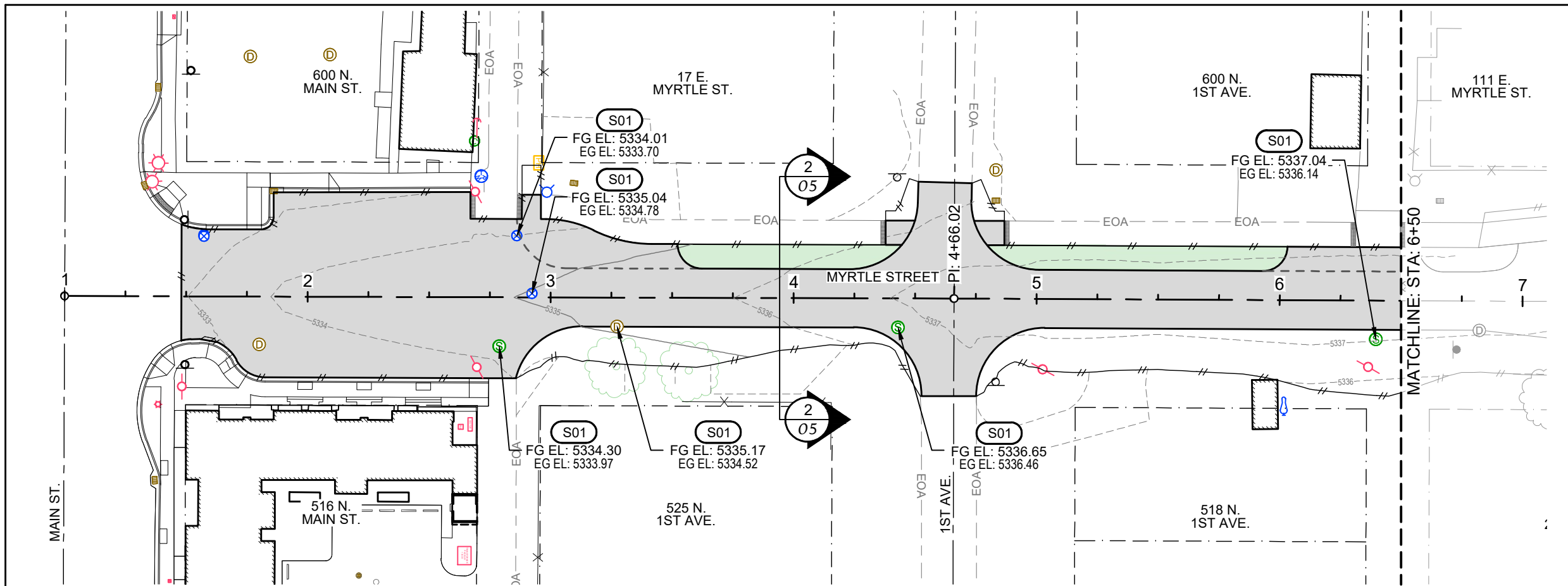
CITY OF HAILEY  
PUBLIC WORKS DEPARTMENT  
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MYRTLE STREET IMPROVEMENTS 2023  
**IRRIGATION SUPPLY PLAN**  
STA: 11+50 TO STA 16+50



S01 RESET UTILITY BOX LID ELEVATION.



No.	Date	Revisions

SCALES SHOWN ARE FOR 11"x17" SHEETS ONLY

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PUBLIC WORKS  
DEPARTMENT  
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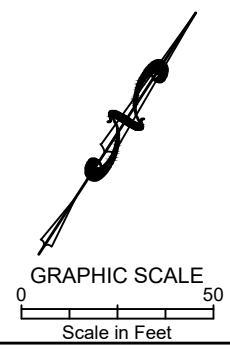
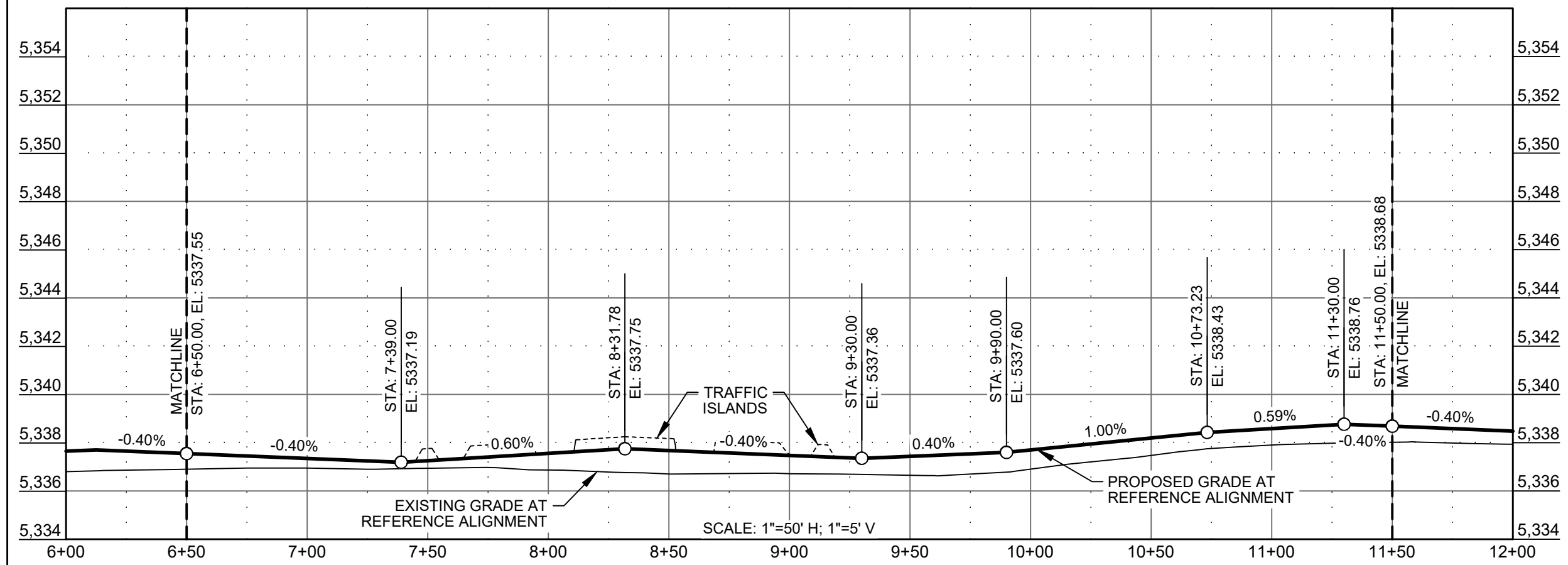
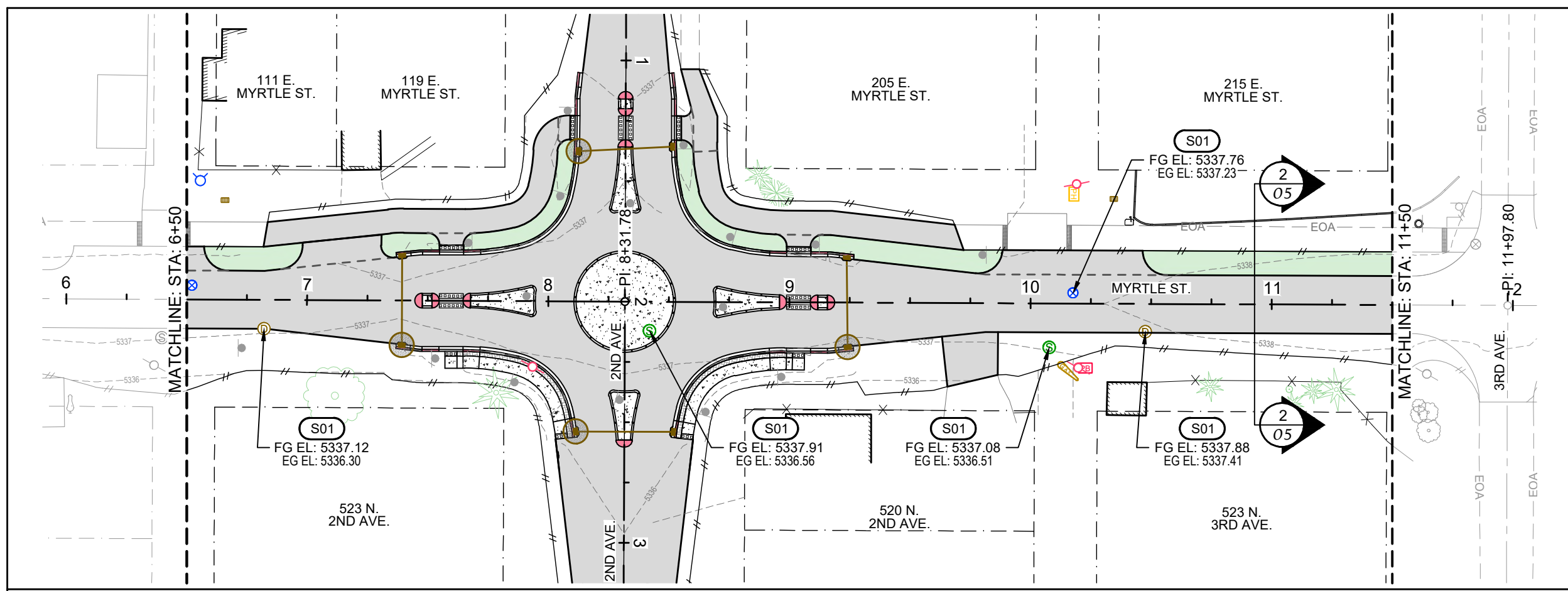


MYRTLE STREET IMPROVEMENTS 2023  
**ROAD PLAN AND PROFILE**  
STA: 1+00 TO STA 6+50





S01 RESET UTILITY BOX LID ELEVATION.



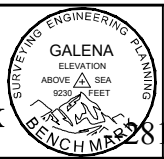
No.	Date	Revisions

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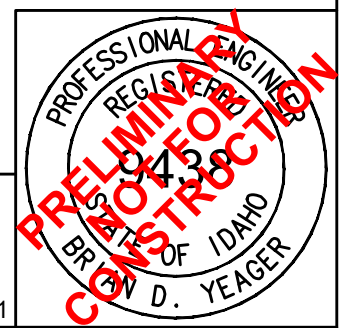
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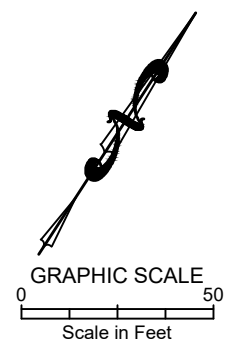
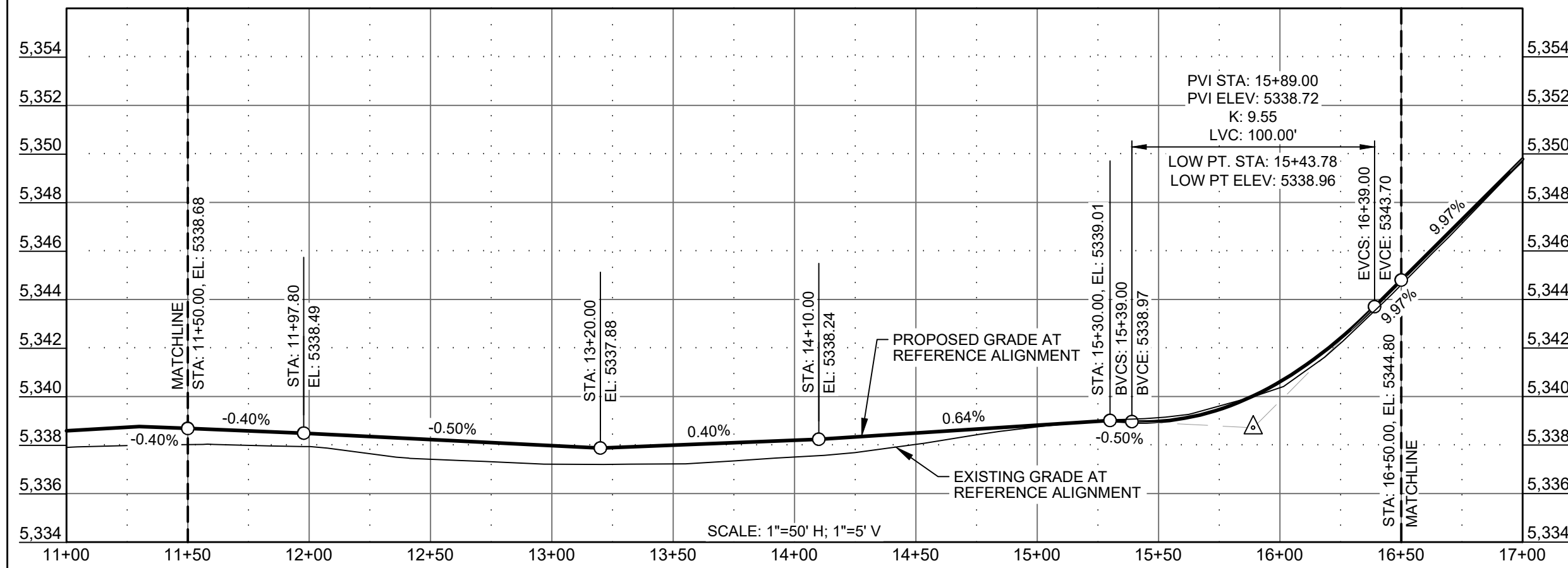
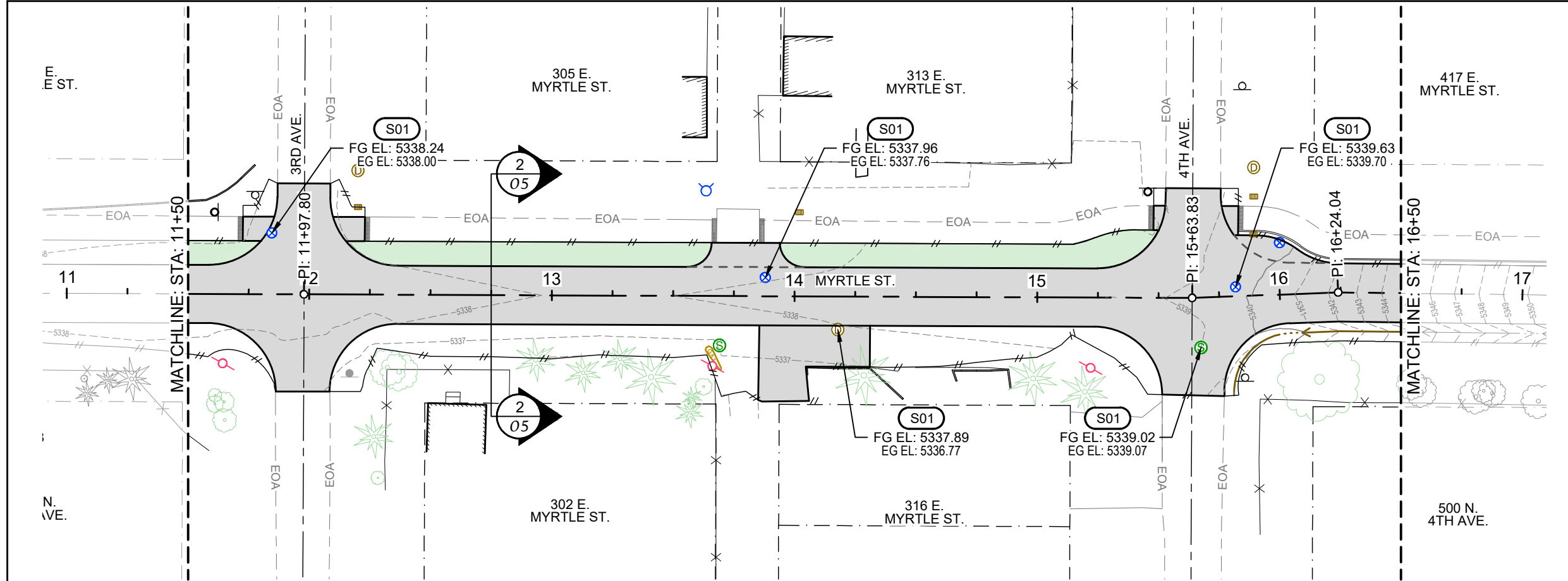
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MYRTLE STREET IMPROVEMENTS 2023  
**ROAD PLAN AND PROFILE**  
STA: 6+50 TO STA 11+50



S01 RESET UTILITY BOX LID ELEVATION.



No.	Date	Revisions

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CITY OF HAILEY  
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MYRTLE STREET IMPROVEMENTS 2023

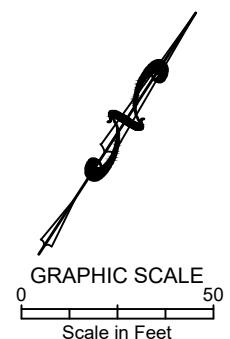
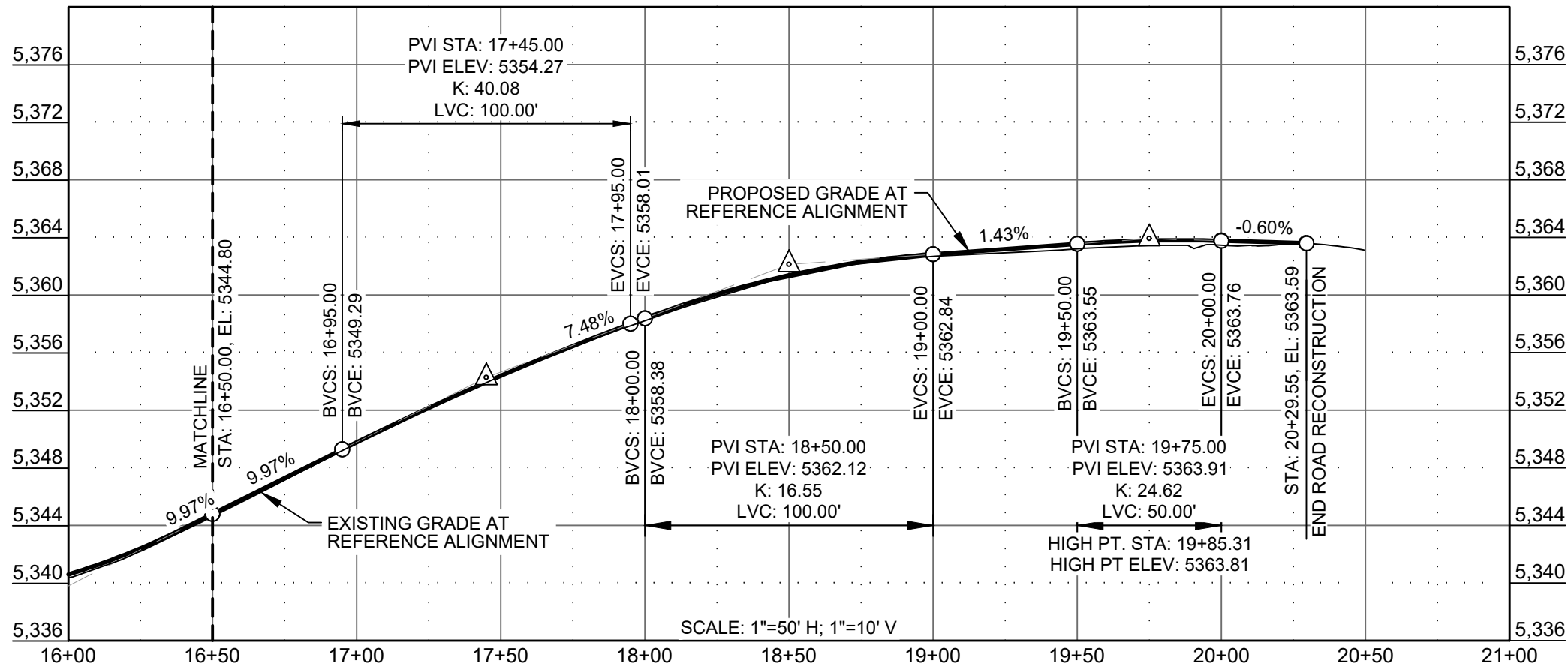
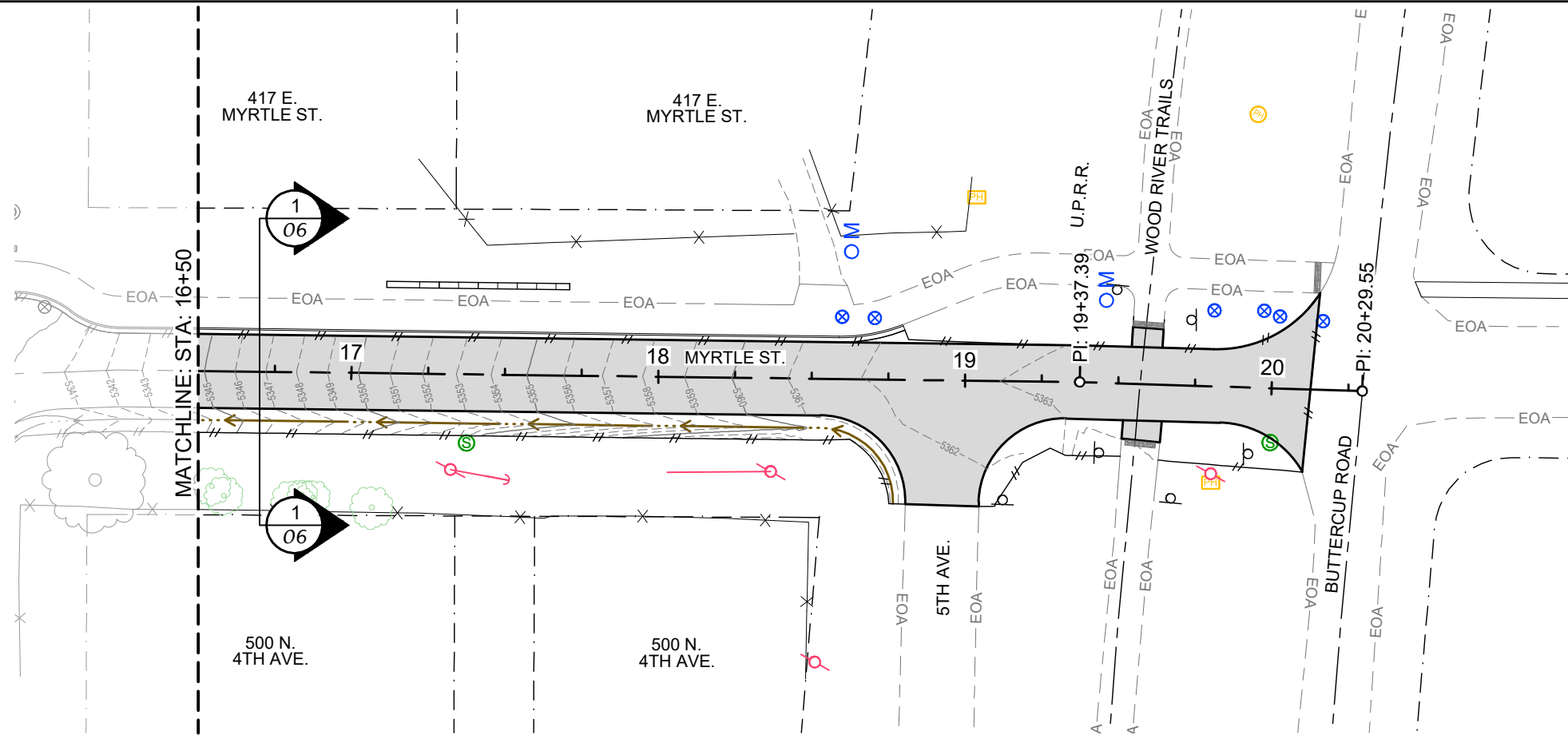
# ROAD PLAN AND PROFILE

STA: 11+50 TO STA 16+50

18 of 31

PROFESSIONAL ENGINEER  
REGISTERED  
STATE OF IDAHO  
BRUCE D. YEAGER  
1943

**PRELIMINARY FOR CONSTRUCTION**



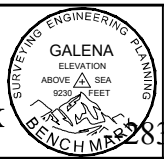
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SCALES SHOWN ARE FOR 11"x17" SHEETS ONLY

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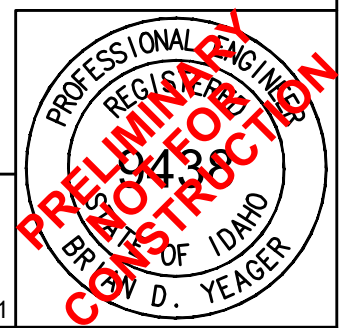
CITY OF HAILEY  
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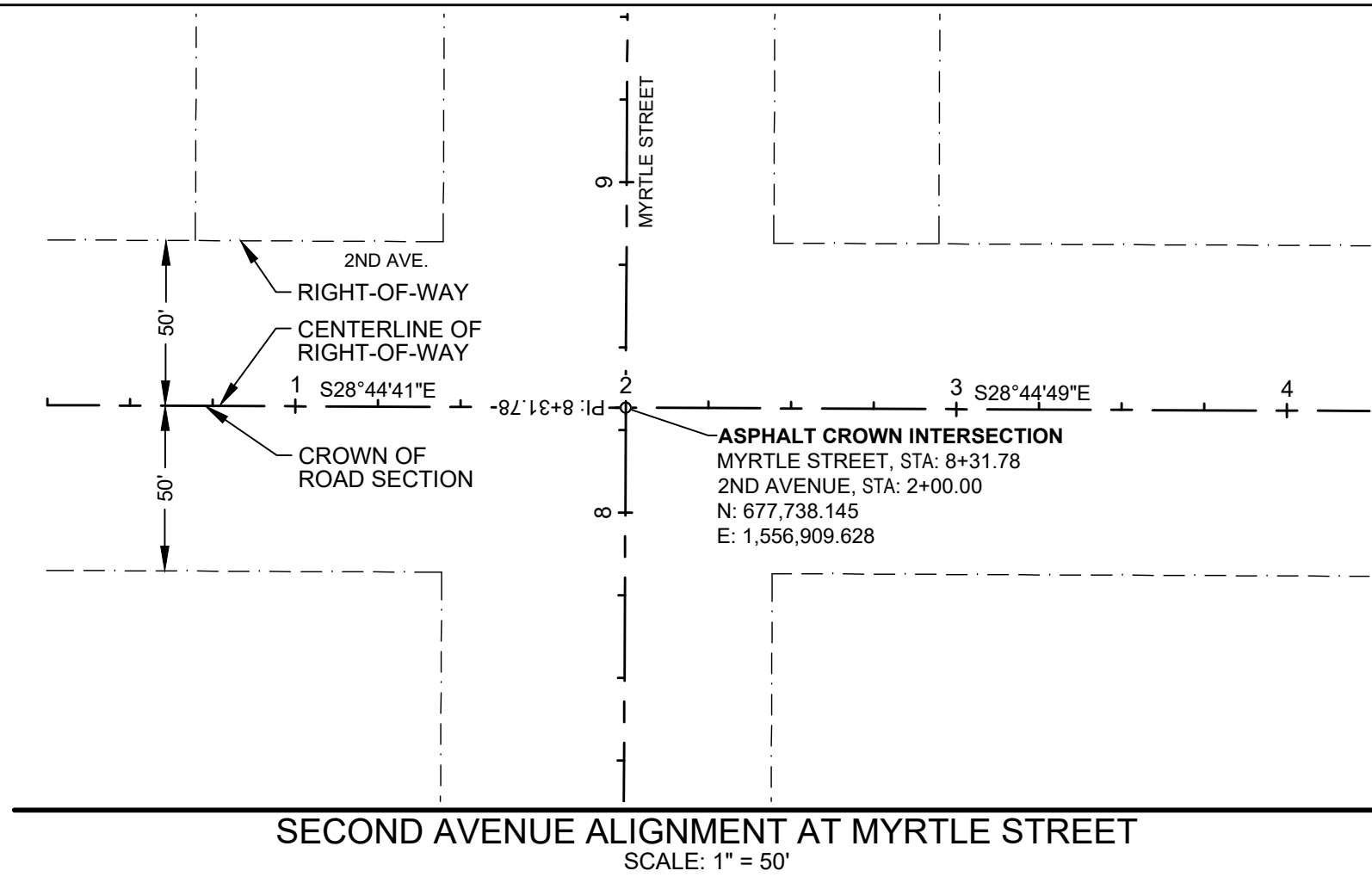


MYRTLE STREET IMPROVEMENTS 2023

# ROAD PLAN AND PROFILE

STA: 16+50 TO STA 20+29.55





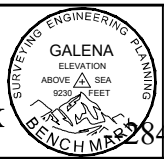
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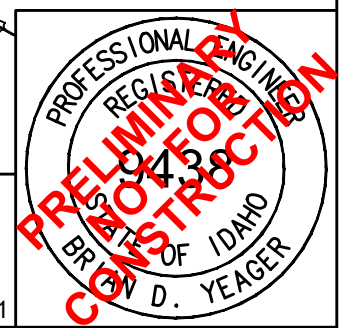


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DEPARTMENT  
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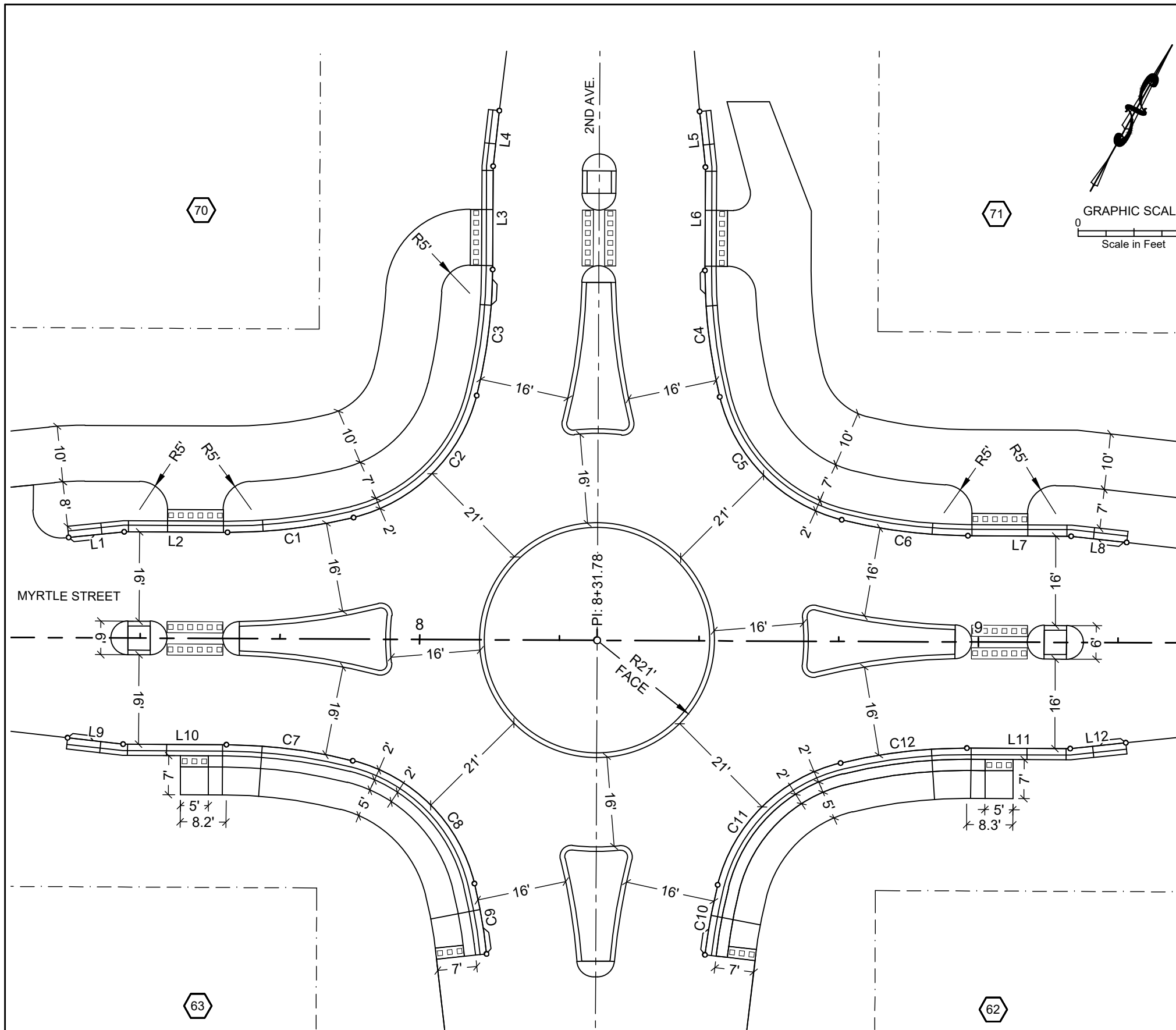


MYRTLE STREET IMPROVEMENTS 2023

**ALIGNMENT GEOMETRY - 2ND AVE.**







Lip of Gutter Line Table				
Line #	Length	Direction	Start Northing	Start Easting
L1	10.00'	N55° 07' 01"E	677,708.376	1,556,817.963
L2	18.48'	N61° 17' 24"E	677,714.095	1,556,826.166
L3	18.49'	N28° 44' 41"W	677,787.113	1,556,861.099
L4	10.00'	N22° 31' 58"W	677,803.322	1,556,852.208
L5	10.00'	S34° 55' 04"E	677,829.792	1,556,879.804
L6	18.48'	S28° 44' 41"E	677,821.593	1,556,885.528
L7	18.49'	N61° 14' 50"E	677,786.681	1,556,958.590
L8	10.00'	N67° 27' 32"E	677,795.574	1,556,974.798
L9	10.00'	N67° 30' 06"E	677,676.938	1,556,835.177
L10	18.49'	N61° 17' 24"E	677,680.764	1,556,844.416
L11	18.48'	N61° 14' 50"E	677,753.367	1,556,976.869
L12	10.00'	N55° 04' 26"E	677,762.257	1,556,993.073

Lip of Gutter Curve Table					
Curve #	Radius	Length	Start Northing	Start Easting	Chord Length
C1	94.00'	22.80'	677,722.973	1,556,842.376	22.74
C2	30.00'	32.59'	677,736.229	1,556,860.853	31.01
C3	94.00'	22.80'	677,765.999	1,556,869.543	22.74
C4	94.00'	22.82'	677,805.388	1,556,894.416	22.77
C5	30.00'	32.56'	677,786.898	1,556,907.703	30.98
C6	94.00'	22.82'	677,778.227	1,556,937.449	22.77
C7	94.00'	22.87'	677,689.645	1,556,860.630	22.82
C8	30.00'	32.50'	677,698.096	1,556,881.824	30.94
C9	94.00'	12.78'	677,689.427	1,556,911.523	12.77
C10	94.00'	12.74'	677,698.276	1,556,953.787	12.73
C11	30.00'	32.54'	677,710.334	1,556,949.704	30.97
C12	94.00'	22.84'	677,740.067	1,556,958.370	22.78

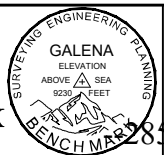
No.	Date	Revisions

SCALES SHOWN ARE FOR  
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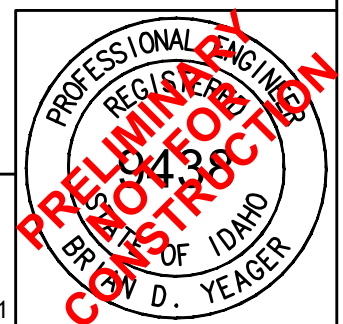


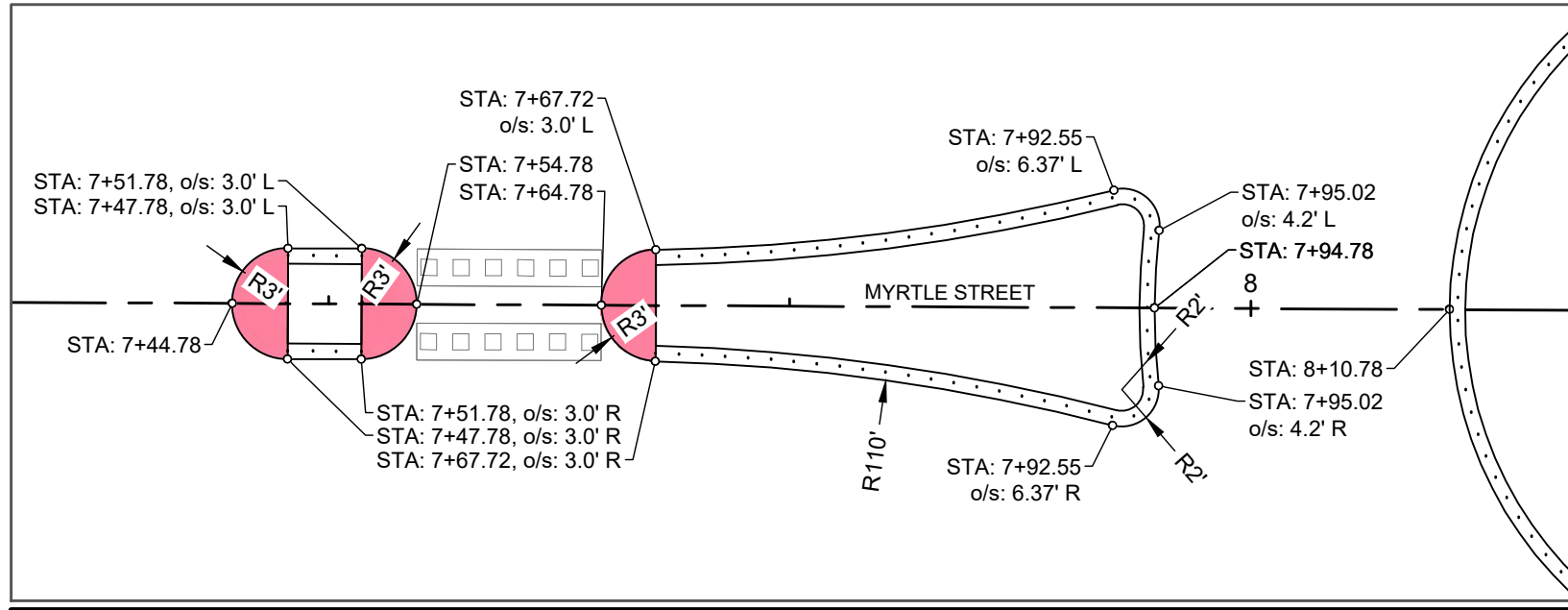
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MYRTLE STREET IMPROVEMENTS 2023

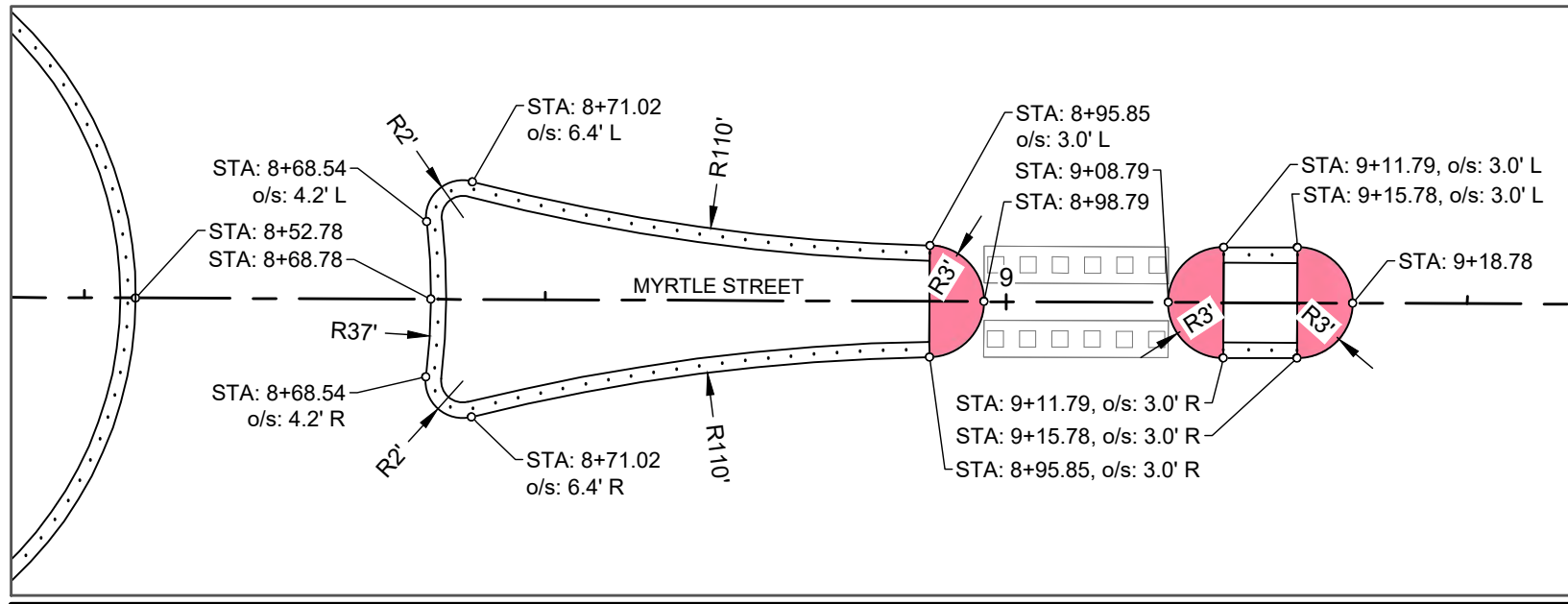
# ROUNDAABOUT GEOMETRY





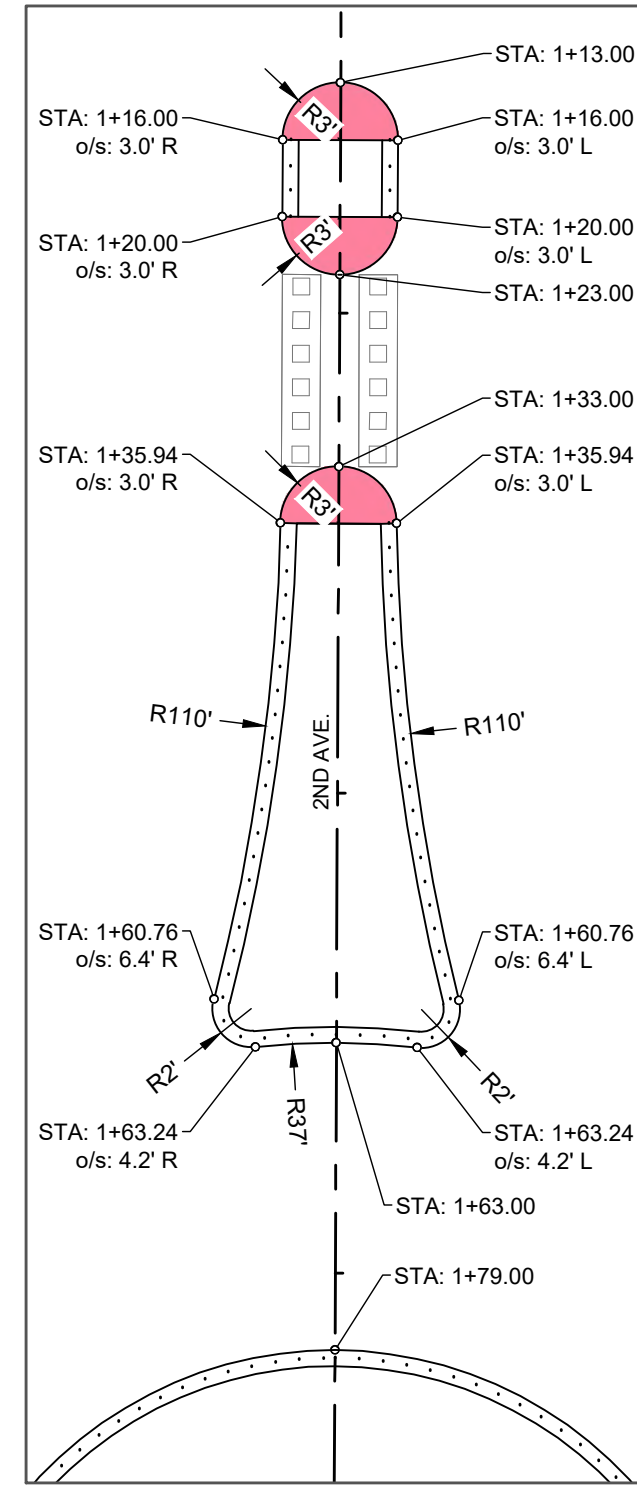
WESTERLY TRAFFIC ISLAND LAYOUT

SCALE: 1" = 10'



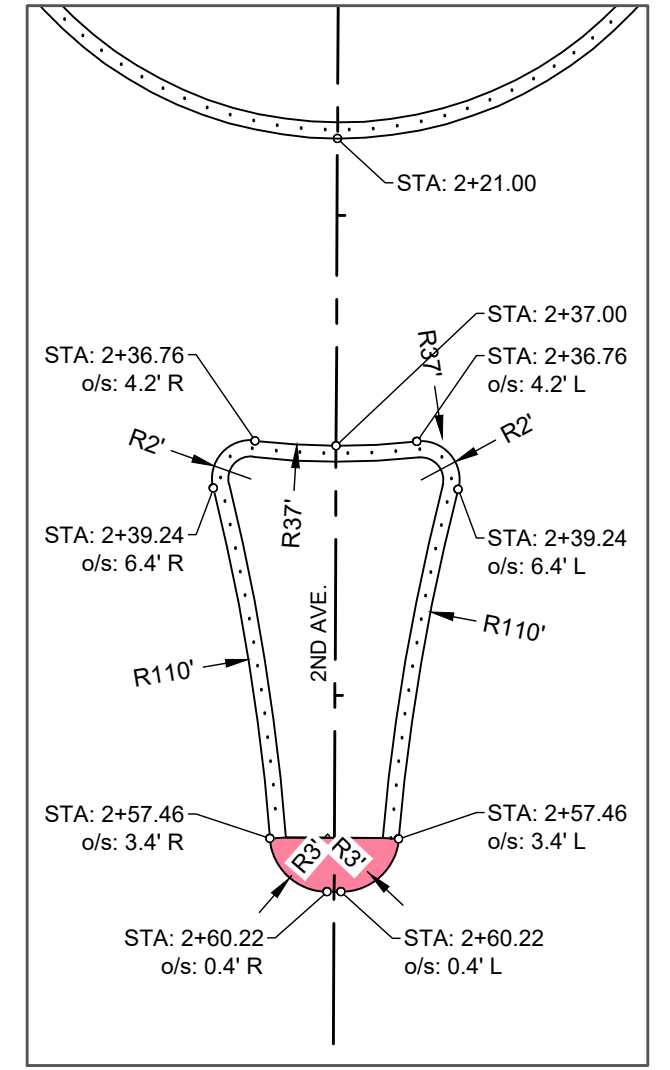
EASTERLY TRAFFIC ISLAND LAYOUT

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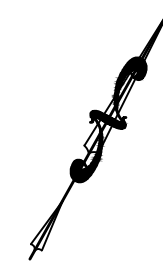
NORTHERLY TRAFFIC ISLAND LAYOUT

SCALE: 1" = 10'



SOUTHERLY TRAFFIC ISLAND LAYOUT

SCALE: 1" = 10'



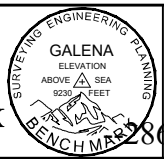
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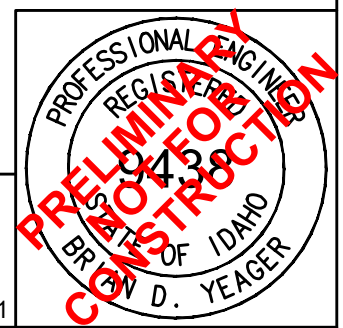
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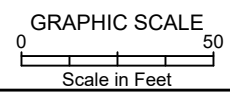
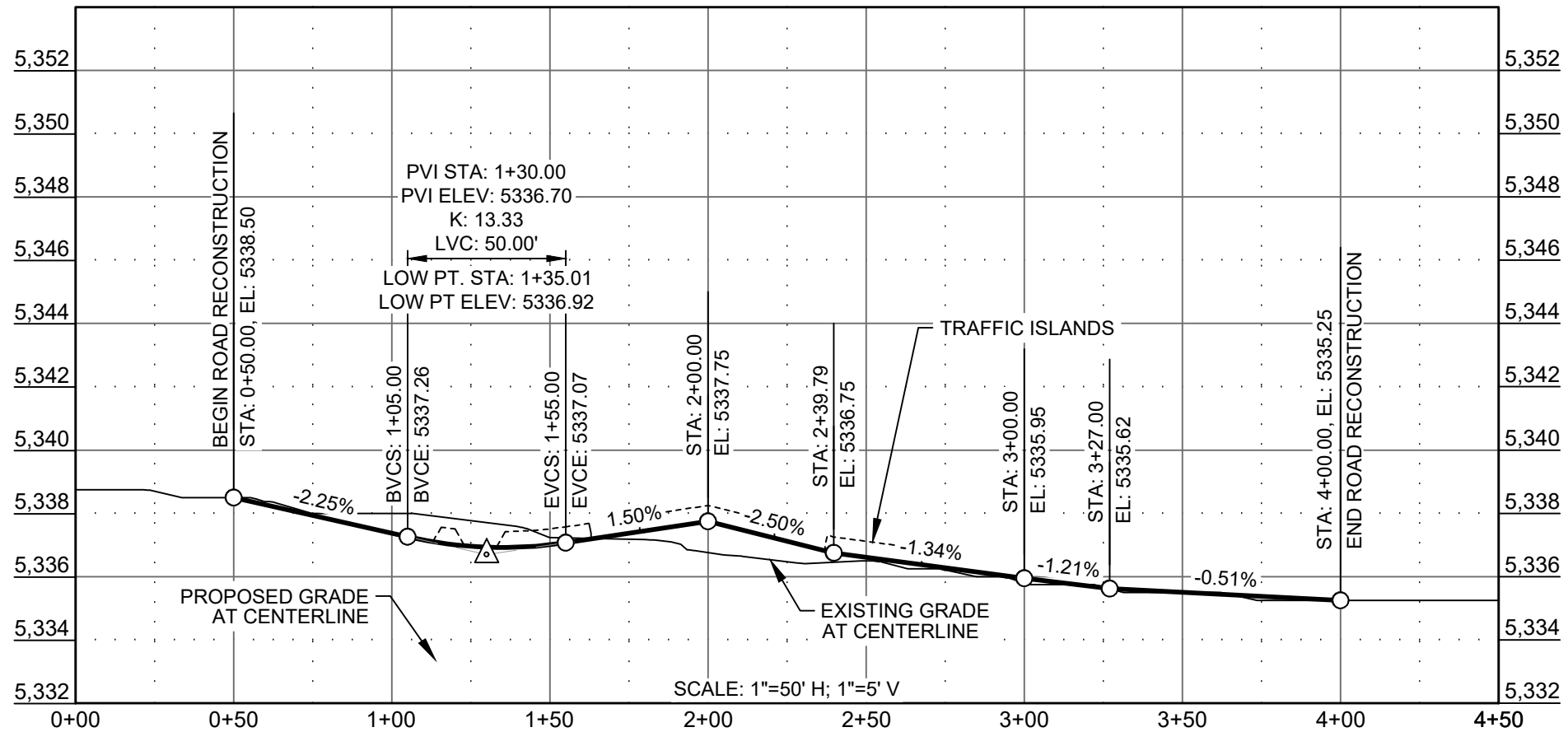
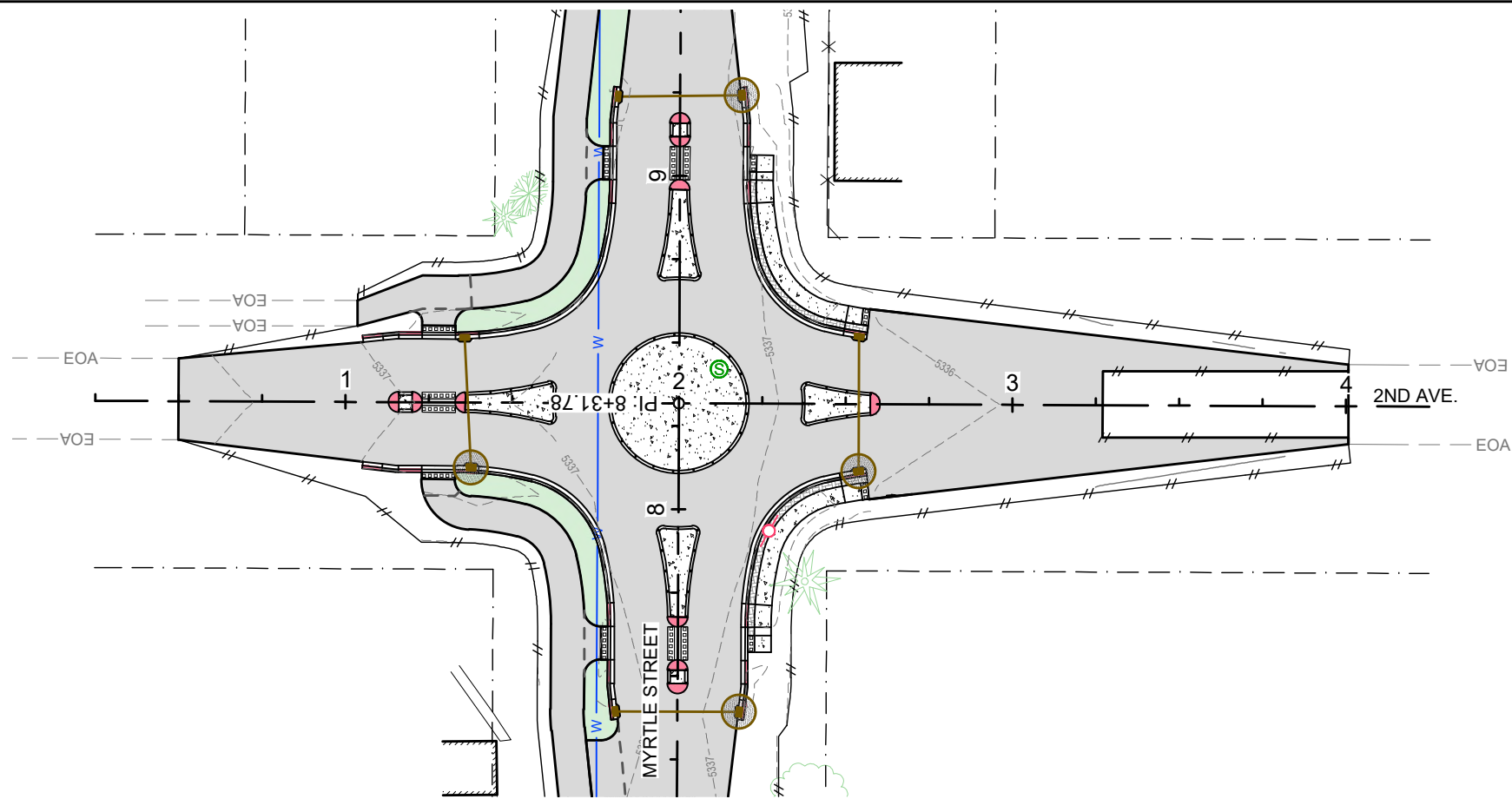


CITY OF HAILEY  
PUBLIC WORKS DEPARTMENT  
in conjunction with  
GALENA-BENCHMARK ENGINEERING



MYRTLE STREET IMPROVEMENTS 2023  
**ROUNDABOUT GEOMETRY**  
**TRAFFIC ISLANDS**





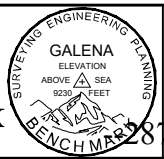
No.	Date	Revisions

SCALES SHOWN ARE FOR 11"x17" SHEETS ONLY

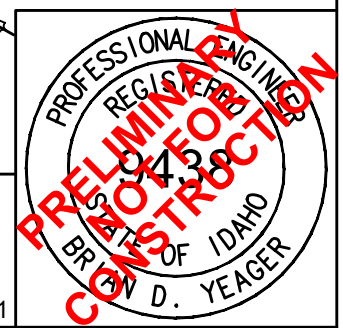
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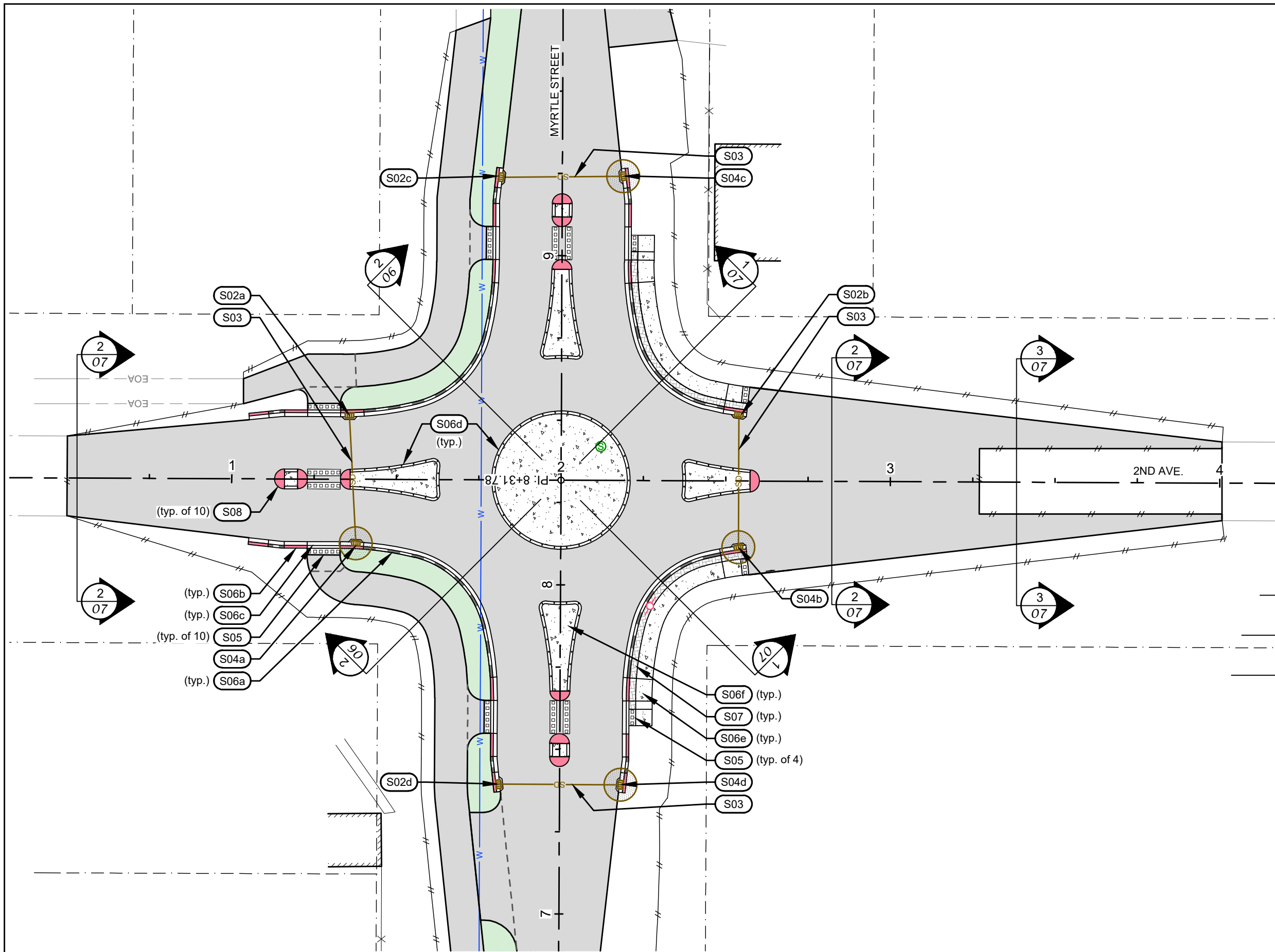


CITY OF HAILEY  
PUBLIC WORKS  
DEPARTMENT  
in conjunction with  
GALENA-BENCHMARK  
ENGINEERING

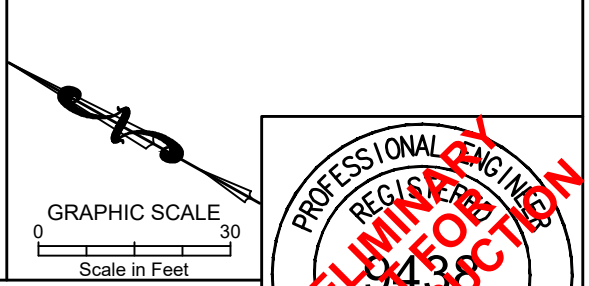


MYRTLE STREET IMPROVEMENTS 2023  
**ROAD PLAN AND PROFILE**  
**2ND AVE.**





- S02** INSTALL CATCH BASIN WITH RECTANGULAR GRATE. REFER TO HAILEY STANDARD DRAWING 18.14.010.D.1.
  - a. RIM = 5336.37  
I.E.(out) = 5333.37
  - b. RIM = 5336.08  
I.E.(out) = 5333.08
  - c. RIM = 5336.73  
I.E.(out) = 5333.73
  - d. RIM = 5336.55  
I.E.(out) = 5332.70
- S03** INSTALL 12" ADS N-12 STORM DRAIN PIPE WITH A MINIMUM SLOPE OF 2.0%. REFER TO ISPWC SD-407 FOR POTABLE AND NON-POTABLE WATER LINE SEPARATION. REFER TO HAILEY STANDARD DRAWING 18.14.010.A.1 FOR TRENCHING.
- S04** INSTALL DIRECT ENTRY DRYWELL WITH RECTANGULAR GRATE. REFER TO HAILEY STANDARD DRAWING 18.14.010.D.4b.
  - a. RIM = 5336.34  
I.E.(in) = 5332.50
  - b. RIM = 5336.07  
I.E.(in) = 5332.20
  - c. RIM = 5336.72  
I.E.(in) = 5332.90
  - d. RIM = 5336.55  
I.E.(in) = 5332.70
- S05** INSTALL CITY APPROVED CAST IRON TRUNCATED DOME DETECTABLE WARNING PLAT. REFER TO DETAIL 4, SHEET 08
- S06** CONSTRUCT CONCRETE SECTION / ITEM.
  - a. CURB & GUTTER (TYPE I) PER ISPWC DETAIL SD-703.
  - b. CURB TRANSITION PER DETAIL 3, SHEET 08.
  - c. ZERO REVEAL CURB AND GUTTER PER DETAIL 3, SHEET 08.
  - d. 6" MOUNTABLE VERTICAL CURB (NO GUTTER) PER ISPWC DETAIL SD-701A.
  - e. 5' WIDE CONCRETE SIDEWALK PER DETAIL 1, SHEET 08.
  - f. VARIABLE WIDTH CONCRETE ISLAND PER DETAIL 1, SHEET 08.
- S07** CONSTRUCT PAVER EDGING / BORDER. REFER TO DETAIL 2, SHEET 08.
- S08** CONSTRUCT CONCRETE NOSE SECTION. REFER TO DETAIL 1, SHEET 09.



No.	Date	Revisions

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**CITY OF HAILEY**

CITY OF HAILEY PUBLIC WORKS DEPARTMENT

in conjunction with

**GALENA-BENCHMARK ENGINEERING**

MYRTLE STREET IMPROVEMENTS 2023

# ROUNDAABOUT DESIGN

## 2ND AVE.

PROFESSIONAL ENGINEER

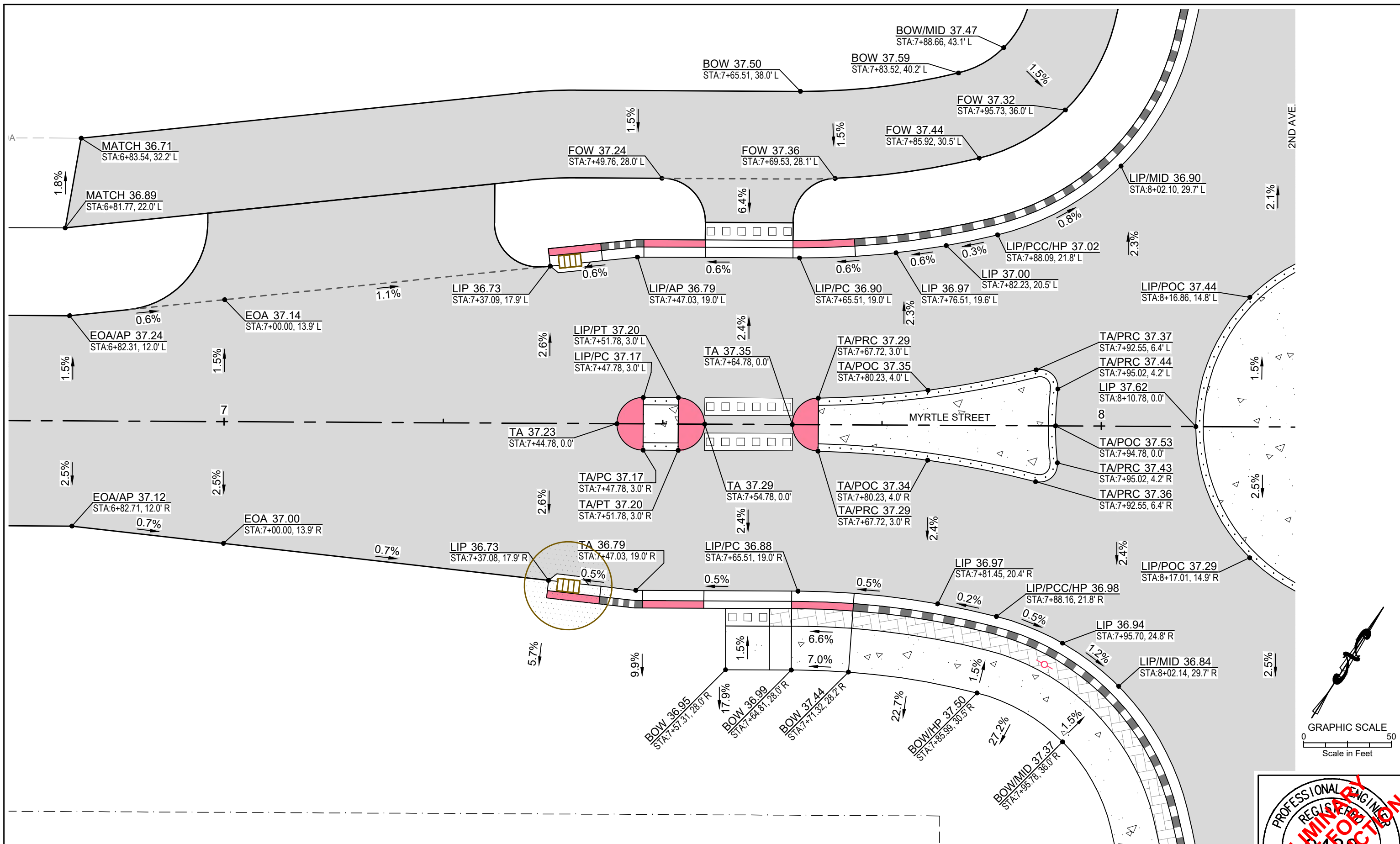
REG. NO. 9438

STATE OF IDAHO

BRUCE D. YEAGER

**PRELIMINARY FOR CONSTRUCTION**





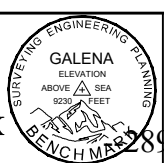
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CITY OF HAILEY  
PUBLIC WORKS  
DEPARTMENT  
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GALENA-BENCHMARK  
ENGINEERING



MYRTLE STREET IMPROVEMENTS 2023

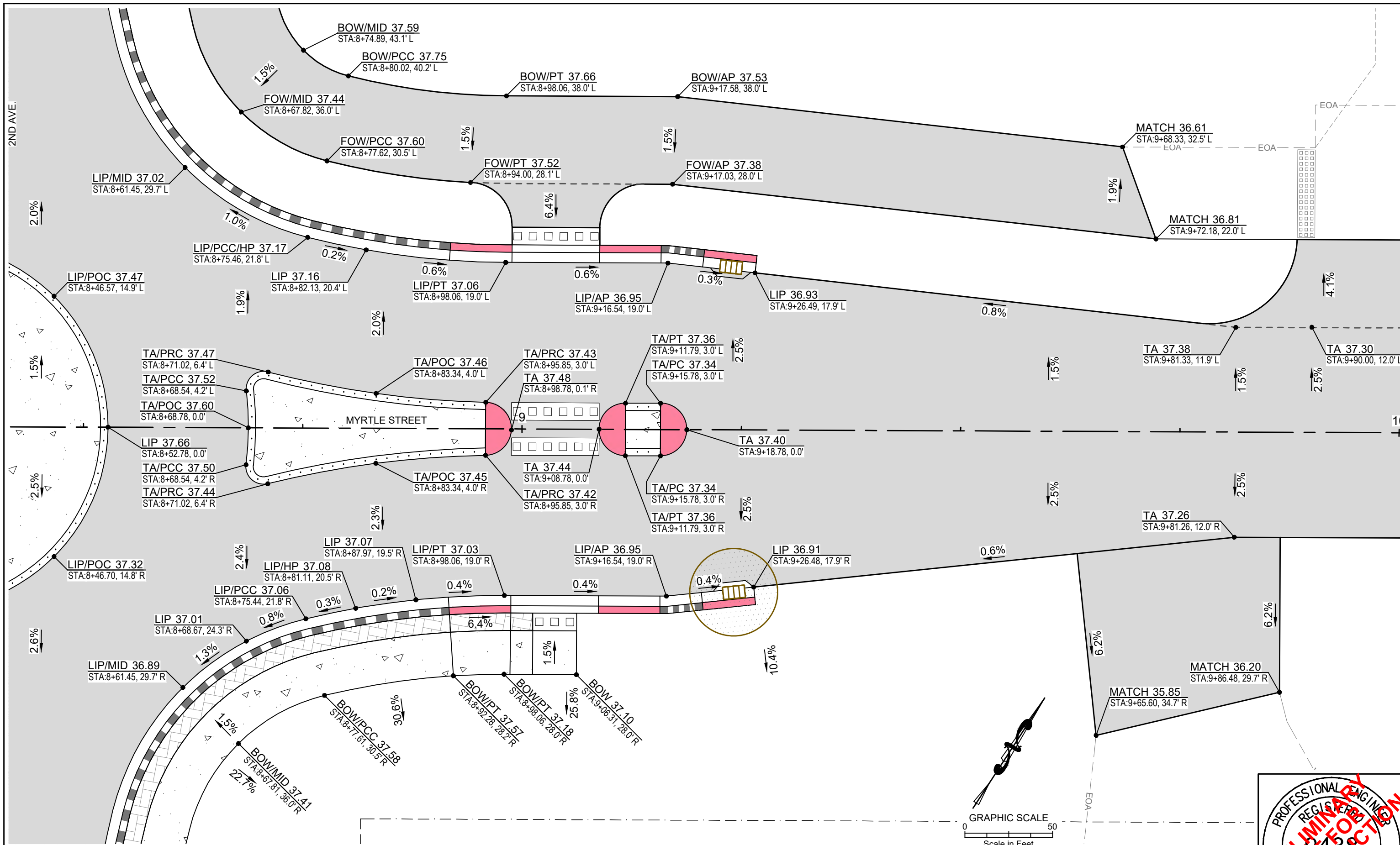
# ROUNDABOUT DETAILED GRADING PLAN

## WEST SIDE

25 of 31

PROFESSIONAL ENGINEER  
REG. NO. 9438  
STATE OF IDAHO  
BRUCE D. YEAGER

**PRELIMINARY FOR CONSTRUCTION**



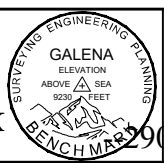
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CITY OF HAILEY  
PUBLIC WORKS  
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GALENA-BENCHMARK  
ENGINEERING



MYRTLE STREET IMPROVEMENTS 2023

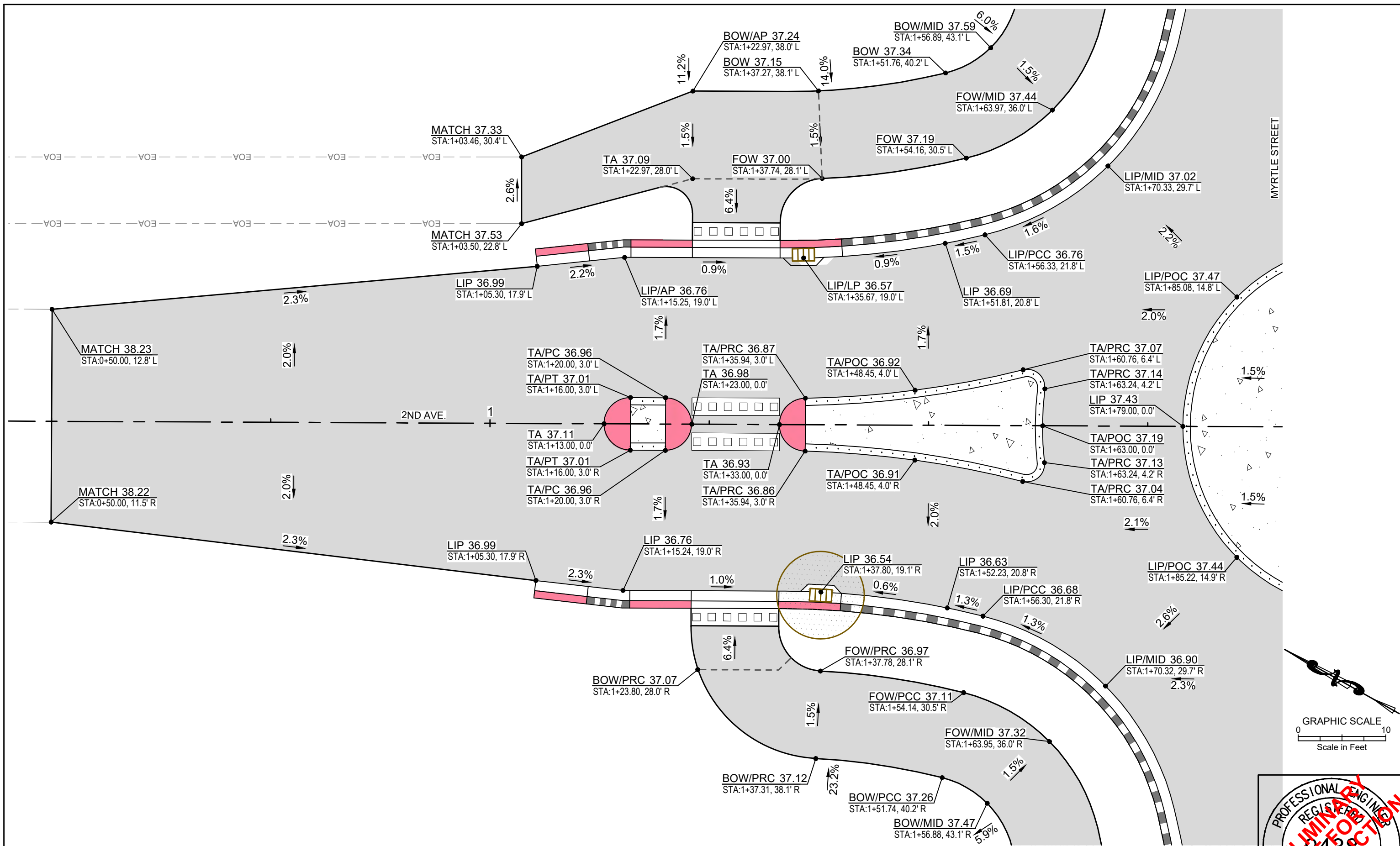
# ROUNDABOUT DETAILED GRADING PLAN

## EAST SIDE

PROFESSIONAL ENGINEER  
REG. NO. 9438  
STATE OF IDAHO  
D. YEAGER

PRELIMINARY  
FOR CONSTRUCTION

26 of 31



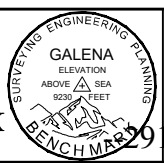
No.	Date	Revisions

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CITY OF HAILEY  
PUBLIC WORKS  
DEPARTMENT  
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ENGINEERING



MYRTLE STREET IMPROVEMENTS 2023

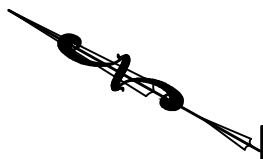
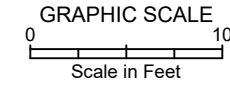
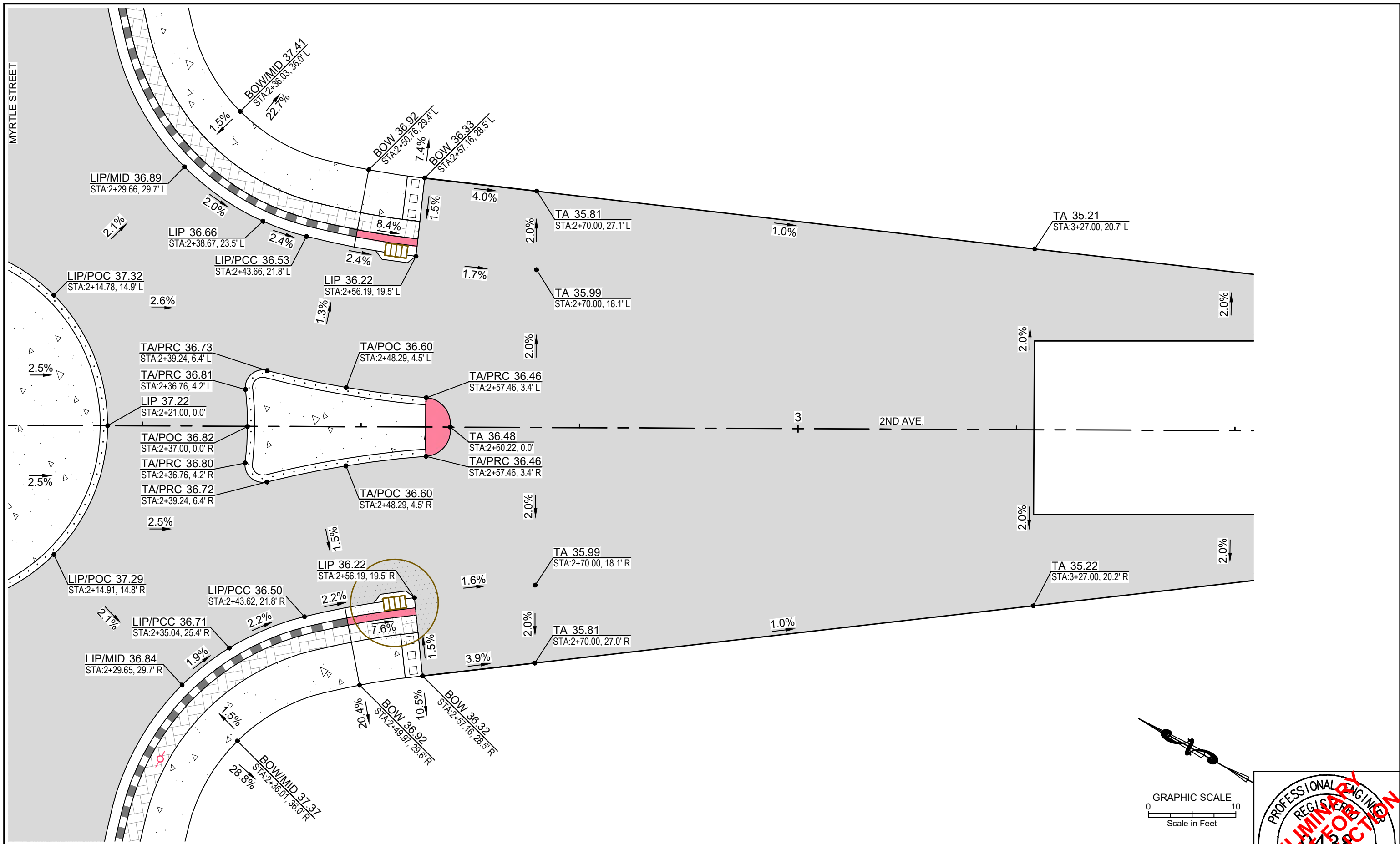
# ROUNDABOUT DETAILED GRADING PLAN

## NORTH SIDE

27 of 31

PROFESSIONAL ENGINEER  
REGISTERED  
STATE OF IDAHO  
BRUCE D. YEAGER  
PRELIMINARY  
NOT FOR CONSTRUCTION





No.	Date	Revisions

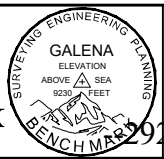
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DEPARTMENT

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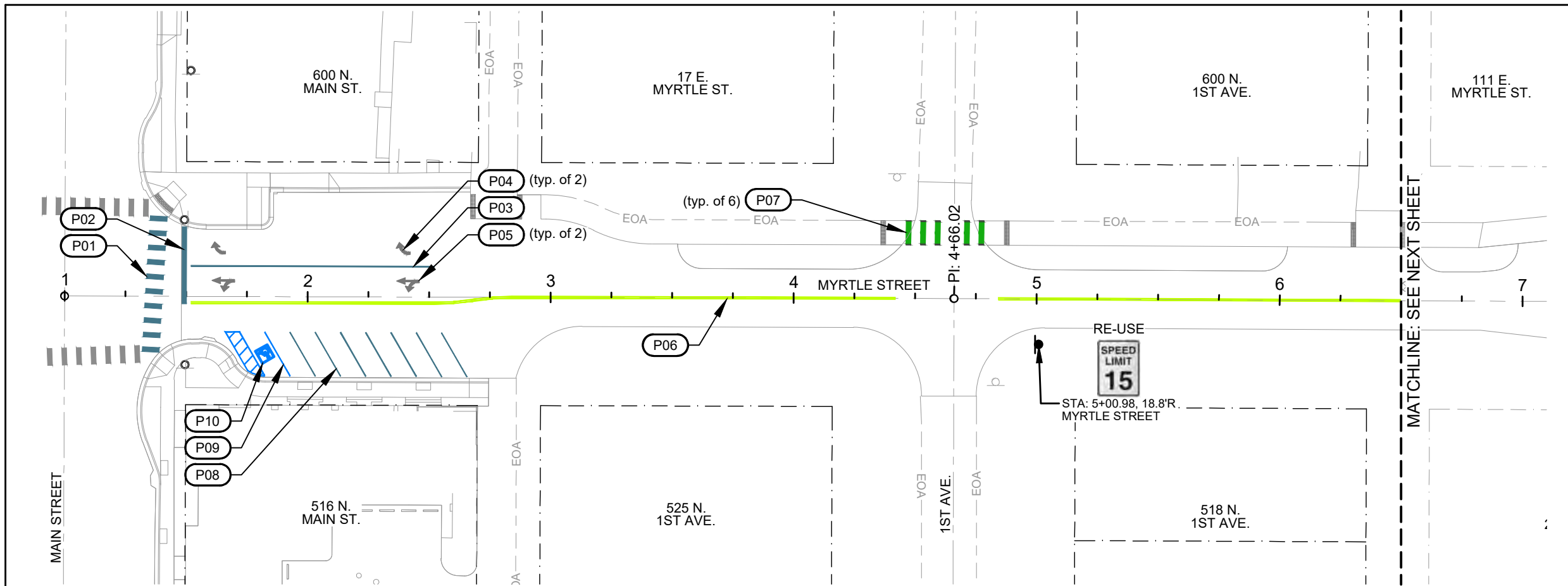
MYRTLE STREET IMPROVEMENTS 2023

# ROUNDABOUT DETAILED GRADING PLAN

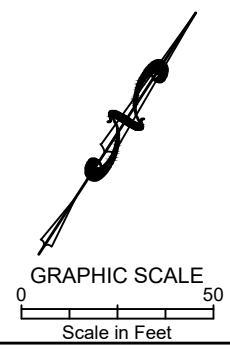
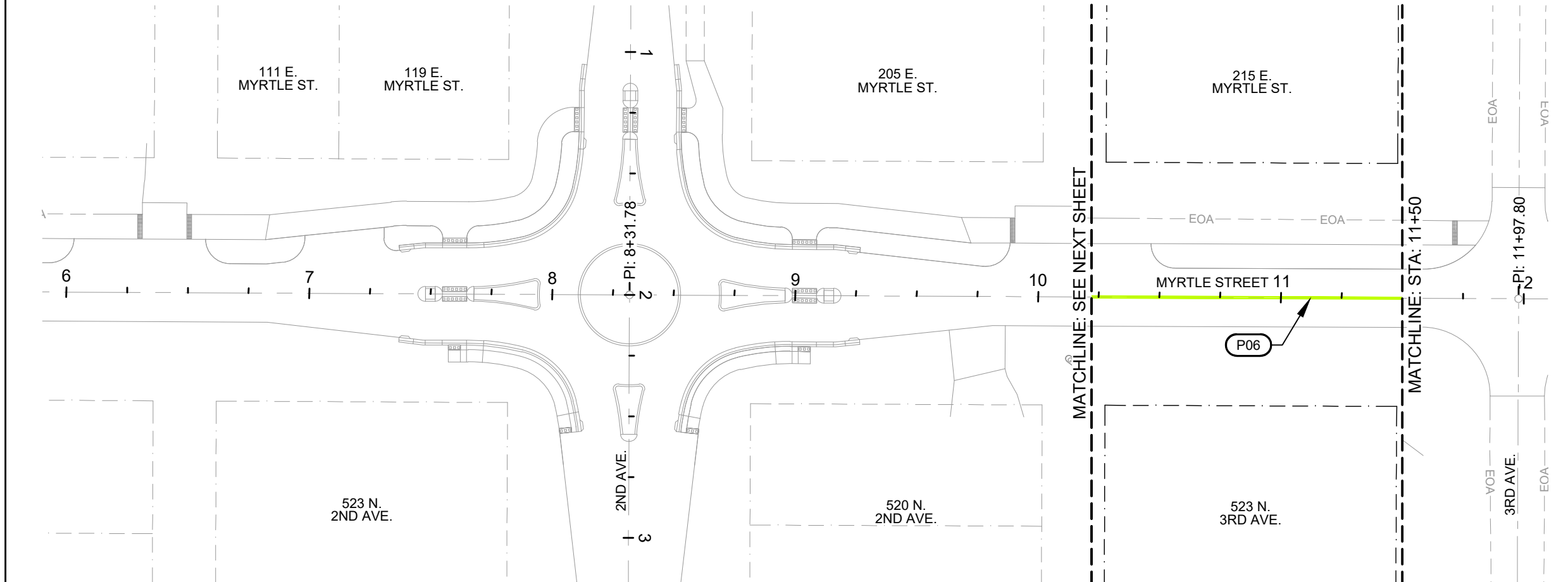
## SOUTH SIDE

28 of 31





- P01** Pavement Striping: white continental crosswalk bars.
- P02** Pavement Striping: Thermoplastic crosswalk/stop bar, 24" wide.
- P03** Pavement Striping: 6" white lane control.
- P04** Pavement Striping: white-traffic channelization symbol-right turn.
- P05** Pavement Striping: white-traffic channelization symbol-straight w/ left turn.
- P06** Pavement Striping: 4" yellow - double line.
- P07** Pavement Striping: green continental crosswalk bars w/ black edging
- P08** Pavement Striping: 4" white - single line.
- P09** Pavement Striping: 4" blue ADA parking- single line.
- P10** Pavement Striping: Blue ADA parking symbol.



No.	Date	Revisions

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**CITY OF HAILEY**  
CITY OF HAILEY PUBLIC WORKS DEPARTMENT  
in conjunction with  
**GALENA-BENCHMARK ENGINEERING**

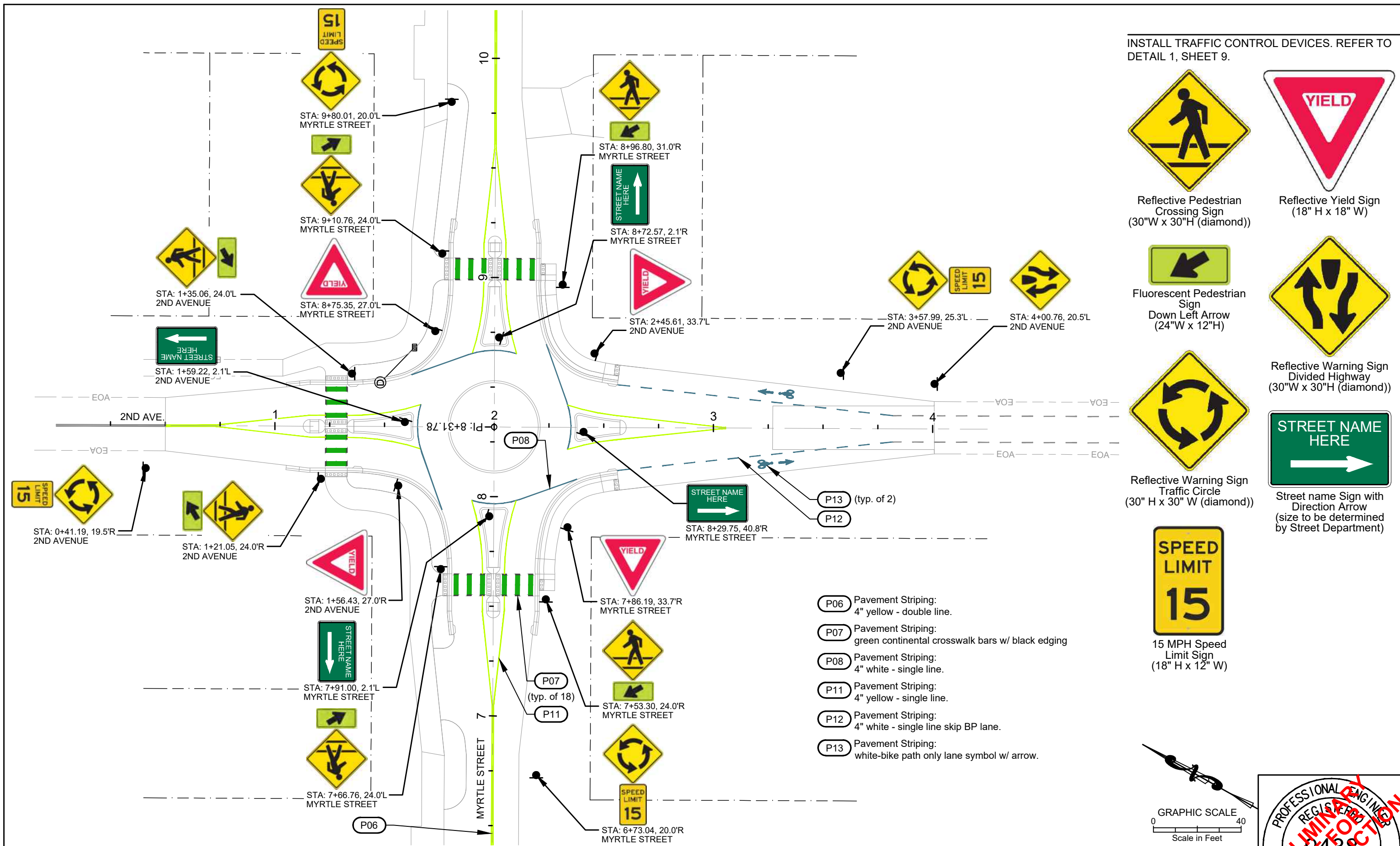
MYRTLE STREET IMPROVEMENTS 2023

# ROAD STRIPING & SIGN INSTALLATION PLAN

STA 1+00 to 6+50 & STA 10+22 to STA 11+50

29 of 31

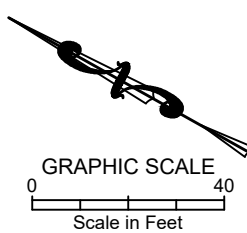




INSTALL TRAFFIC CONTROL DEVICES. REFER TO DETAIL 1, SHEET 9.

- 
- 
- 
- 
- 
- 

- P06** Pavement Striping: 4" yellow - double line.
- P07** Pavement Striping: green continental crosswalk bars w/ black edging
- P08** Pavement Striping: 4" white - single line.
- P11** Pavement Striping: 4" yellow - single line.
- P12** Pavement Striping: 4" white - single line skip BP lane.
- P13** Pavement Striping: white-bike path only lane symbol w/ arrow.



No.	Date	Revisions

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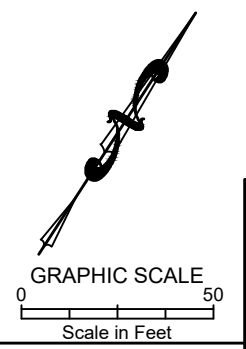
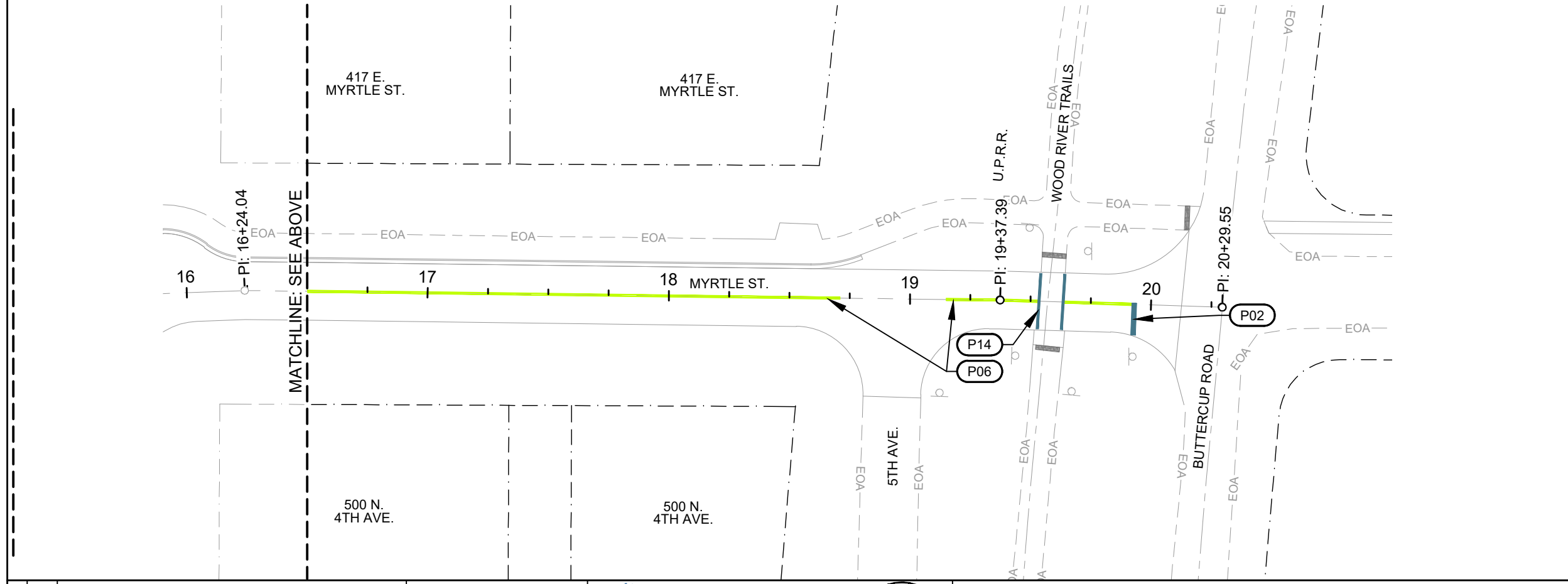
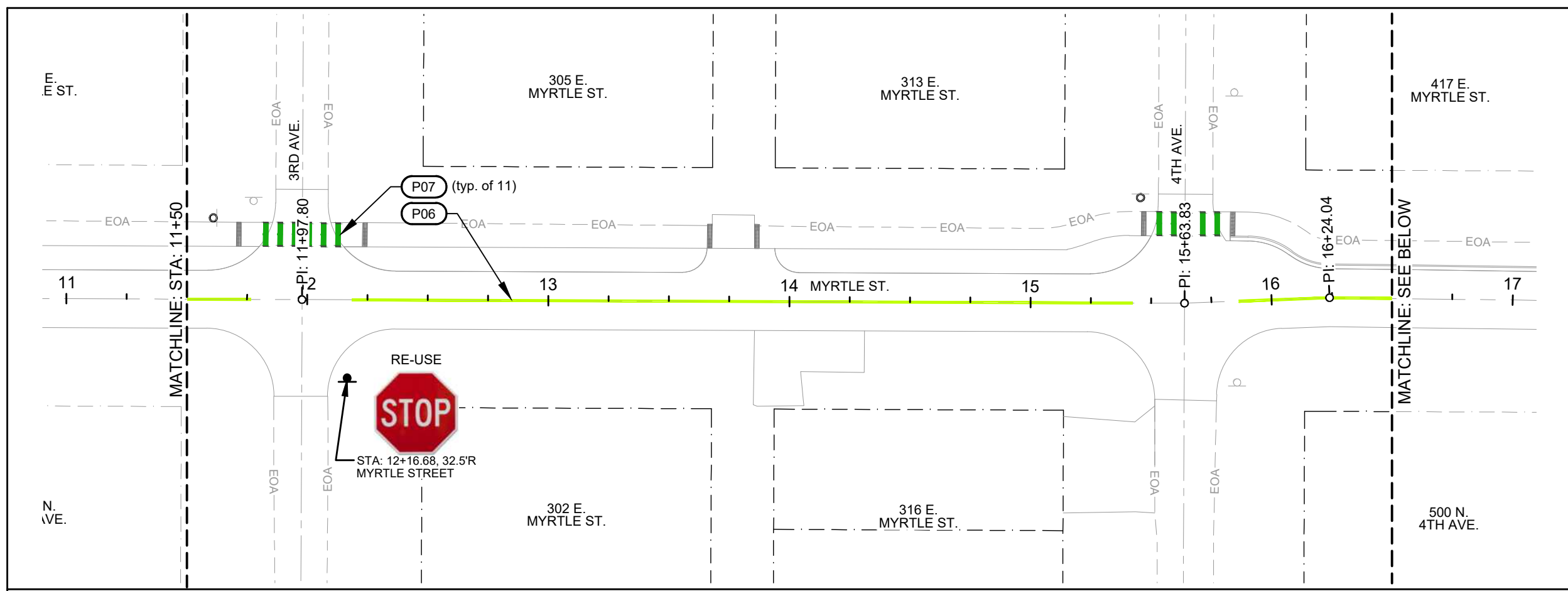
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**CITY OF HAILEY**  
CITY OF HAILEY PUBLIC WORKS DEPARTMENT  
in conjunction with  
**GALENA-BENCHMARK ENGINEERING**

# MYRTLE STREET IMPROVEMENTS 2023 ROUNDAABOUT STRIPING AND SIGN INSTALLATION



- P02 Pavement Striping:  
Thermoplastic crosswalk/stop bar, 24" wide.
- P06 Pavement Striping:  
4" yellow - double line.
- P07 Pavement Striping:  
green continental crosswalk bars w/ black edging
- P14 Pavement Striping:  
12" white crosswalk striping.



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PUBLIC WORKS  
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GALENA-BENCHMARK  
ENGINEERING



MYRTLE STREET IMPROVEMENTS 2023

# ROAD STRIPING & SIGN INSTALLATION PLAN

## STA: 11+50 TO END



**Return to Agenda**

**AGENDA ITEM SUMMARY**

**DATE:** 08/28/23

**DEPARTMENT:** PW

**DEPT. HEAD SIGNATURE:** BY

**SUBJECT:** Discussion and consideration of the proposed Plan Set for the Quigley Road Bike Path Project and to take public comment. **ACTION ITEM**

**AUTHORITY:**  ID Code \_\_\_\_\_  IAR \_\_\_\_\_  City Ordinance/Code \_\_\_\_\_  
(IFAPPLICABLE)

**BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:**

Council has previously reviewed and approved the grant, and has been presented with general discussion regarding the pathway configuration. The purpose of this meeting is for Council to see the plans that have been created and to allow public comment on the design.

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

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

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

**RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:**

Discussion and consideration of the proposed Plan Set for the Quigley Road Bike Path Project and to take public comment. **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 # \_\_\_\_\_



# QUIGLEY ROAD BIKE PATH PROJECT 2023

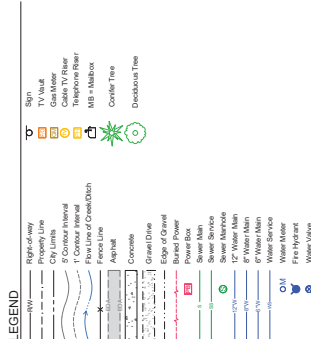
## HAILEY, IDAHO

### AUGUST 2023

#### GENERAL CONSTRUCTIONS NOTES

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS PRIOR TO CONSTRUCTION. THIS INCLUDES, BUT IS NOT LIMITED TO, ENCROACHMENT PERMITS AND NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) CONSTRUCTION GENERAL PERMIT (CGP) PERMIT COVERAGE.
2. THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE SHOWN ON THE PLANS IN AN APPROXIMATE WAY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING EXISTING UTILITIES PRIOR TO COMING ON SITE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION AND DEPTH OF ALL EXISTING UNDERGROUND UTILITIES. CONTRACTOR SHALL CALL (800) 342-1887 TO LOCATE ALL EXISTING UNDERGROUND UTILITIES A MINIMUM OF 48 HOURS IN ADVANCE OF EXCAVATION.
3. CONTRACTOR SHALL COORDINATE RELOCATIONS OF DRY UTILITY FACILITIES (POWER, CABLE, PHONE, TV) WITH THE APPROPRIATE UTILITY PROVIDER.
4. CONTRACTOR SHALL CLEAN UP THE SITE AFTER CONSTRUCTION SO THAT IT IS IN A CONDITION EQUAL TO OR BETTER THAN THAT WHICH EXISTED PRIOR TO CONSTRUCTION.
5. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS PRIOR TO CONSTRUCTION. THIS INCLUDES, BUT IS NOT LIMITED TO, ENCROACHMENT PERMITS AND NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) CONSTRUCTION GENERAL PERMIT (CGP) PERMIT COVERAGE.
6. ALL CLEARING & GRUBBING SHALL CONFORM TO ISPMC SECTION 201.
7. ALL EXCAVATIONS & BACKFILL SHALL CONFORM TO ISPMC SECTION 203. SUBGRADE SHALL BE EXCAVATED AND SHARED TO THE GRADE AND CROSS-SECTION SHOWN ON THE PLANS. THE SUBGRADE SHALL BE COMPACTED TO 95% OF MAXIMUM DENSITY AS DETERMINED BY ASTM D-698. THE CONTRACTOR SHALL WATER OR AERATE SUBGRADE AS NECESSARY TO OBTAIN OPTIMUM MOISTURE CONTENT. IN LIEU OF TESTS, THE CONTRACTOR SHALL USE THE FOLLOWING PROCEDURES: AFTER EXCAVATION TO THE SUBGRADE ELEVATION AND PRIOR TO PLACING COURSE GRAVEL, THE CONTRACTOR SHALL PROOF ROLL THE SUBGRADE WITH A 5-TON SMOOTH DRUM ROLLER LOADED WITH WATER TRUCK OR LOADED DUMP TRUCK, AS ACCEPTED BY THE ENGINEER. THE CONTRACTOR SHALL PROOF ROLL THE SUBGRADE TO THE SUBGRADE ELEVATION AND PRIOR TO PLACING COURSE GRAVEL, THE CONTRACTOR SHALL PROOF ROLL THE SUBGRADE WITH A 5-TON SMOOTH DRUM ROLLER LOADED WITH WATER TRUCK OR LOADED DUMP TRUCK, AS ACCEPTED BY THE ENGINEER. COMPACTION ACCORDING TO THESE SPECIFICATIONS. UNSUITABLE OR DAMAGED SUBGRADE IS WHEN THE SOIL MOVES, PUMPS AND/OR DISPLACES UNDER ANY TYPE OF PRESSURE INCLUDING FOOT TRAFFIC LOADS.
8. CONTRACTOR SHALL AT HIS OWN EXPENSE, REPAIR THE DAMAGE TO SUBGRADE BY OVER EXCAVATION OF UNSUITABLE MATERIAL, TO FIRM SUBSOIL. LINE EXCAVATION WITH GEOTEXTILE FABRIC AND BACKFILL WITH PIT RUN GRAVEL.
9. ALL 2" FINISH GRAVEL SHALL CONFORM TO ISPMC 802, TYPE II (STD STANDARD 703.94, Z1). SHALL BE PLACED IN CONFORMANCE WITH ISPMC SECTION 802 AND COMPACTED TO 95% OF MAXIMUM DENSITY. ALL 4" FINISH GRAVEL SHALL CONFORM TO ISPMC SECTION 802, TYPE II (STD STANDARD 703.94, Z1). SHALL BE PLACED IN CONFORMANCE WITH ISPMC SECTION 802 AND COMPACTED TO 95% OF MAXIMUM LABORATORY DENSITY AS DETERMINED BY ASTM D 1557 OR DTD 1541.
10. ALL ASPHALTIC CONCRETE PAVEMENT WORK SHALL CONFORM TO ISPMC SECTION 805, TYPE I (STD STANDARD 703.94, Z1). SHALL BE PLACED IN CONFORMANCE WITH ISPMC SECTION 805 AND COMPACTED TO 95% OF MAXIMUM LABORATORY DENSITY AS DETERMINED BY ASTM D 1557 OR DTD 1541.
11. ASPHALT SAVICUTS SHALL BE AS INDICATED ON THE DRAWINGS. OR 24" INCHES FROM EDGE OF EXISTING ASPHALT, IF NOT INDICATED OTHERWISE SO AS TO PROVIDE A CLEAN PAVEMENT EDGE FOR MATCHING. NO WHEEL CUTTING SHALL BE ALLOWED.
12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING TRAFFIC CONTROL, PER THE CURRENT EDITION OF THE US DEPARTMENT OF TRANSPORTATION MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).
13. ALL TRENCHING SHALL CONFORM TO ISPMC STANDARD DRAWING SD-301. TRENCHES SHALL BE BACKFILLED AND COMPACTED TO A MINIMUM OF 95% OF MAXIMUM DENSITY AS DETERMINED BY ASTM D 1557.
14. PER IDAHO CODE 65-10-13, THE CONTRACTOR SHALL RETAIN AND PROTECT ALL MONUMENTS, ACCESSORIES TO CORNERS, BENCHMARKS AND SURVEY POINTS. IF ANY MONUMENT, ACCESSORY TO CORNER, BENCHMARK OR SURVEY POINT IS FOUND TO BE DAMAGED OR MISSING, THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPLACING OR RE-ESTABLISHING THE MONUMENT OR REFERENCE POINT OR REPLACEMENT BENCHMARK ON CONTROL POINT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING THE ENGINEER OF ANY DAMAGE TO MONUMENTS OR REFERENCE POINTS.
15. THE CONTRACTOR SHALL BE RESPONSIBLE FOR HAVING A MATERIALS TESTING COMPANY DURING CONSTRUCTION TO VERIFY ALL CONSTRUCTION MATERIALS. PLAN AND SPECIFICATION REQUIREMENTS ARE MET. TESTING LOCATION AND FREQUENCY SHALL MEET ISPCA AND IADA COUNTY HIGHWAY DISTRICT (AHD) REQUIREMENTS. REPORTS SHALL BE SUBMITTED TO THE ENGINEER WITHIN TWO WEEKS OF TESTING.

SHEET INDEX	
SHEET#	DESCRIPTION
CO.10	COVER SHEET
CO.20	EXISTING SITE CONDITIONS
CO.30	DEMOLITION PLAN
CI.00	DETAIL SHEET
CI.10	SURVEY MONUMENT SHEET AND SITE GEOMETRY PLAN
CI.20-CI.40	PLAN AND PROFILE SHEETS



PROJECT INFORMATION  
 DRAWN BY: [Name]  
 CHECKED BY: [Name]  
 DATE: [Date]  
 SCALE: [Scale]

PROJECT LOCATION  
 LOCATED WITHIN SECTION 10 T.2 N. R.18 E. S.34 T.2 S. CITY OF HAILEY, IDAHO

COVER SHEET  
 QUIGLEY ROAD BIKE PATH PROJECT 2023  
 AT DEERFIELD SUBD. NO. 3 & 4, AND MARVIN GARDENS

**GALENA-BENCHMARK ENGINEERING**  
 100 BELL DRIVE  
 KETCHUM, IDAHO 83340  
 (208) 726-9512  
 www.galenabenchmark-engineering.com

**CIVIL ENGINEER**  
 MATT SMITHMAN, PE  
 GALENA-BENCHMARK ENGINEERING  
 100 BELL DRIVE  
 KETCHUM, IDAHO 83340

**LAND SURVEYOR**  
 ROBERT BREIER, PLS  
 GALENA-BENCHMARK ENGINEERING  
 100 BELL DRIVE  
 KETCHUM, IDAHO 83340

PURPOSE: ISSUE FOR REVIEW (07/28/2023)

NO. DATE BY REVISIONS









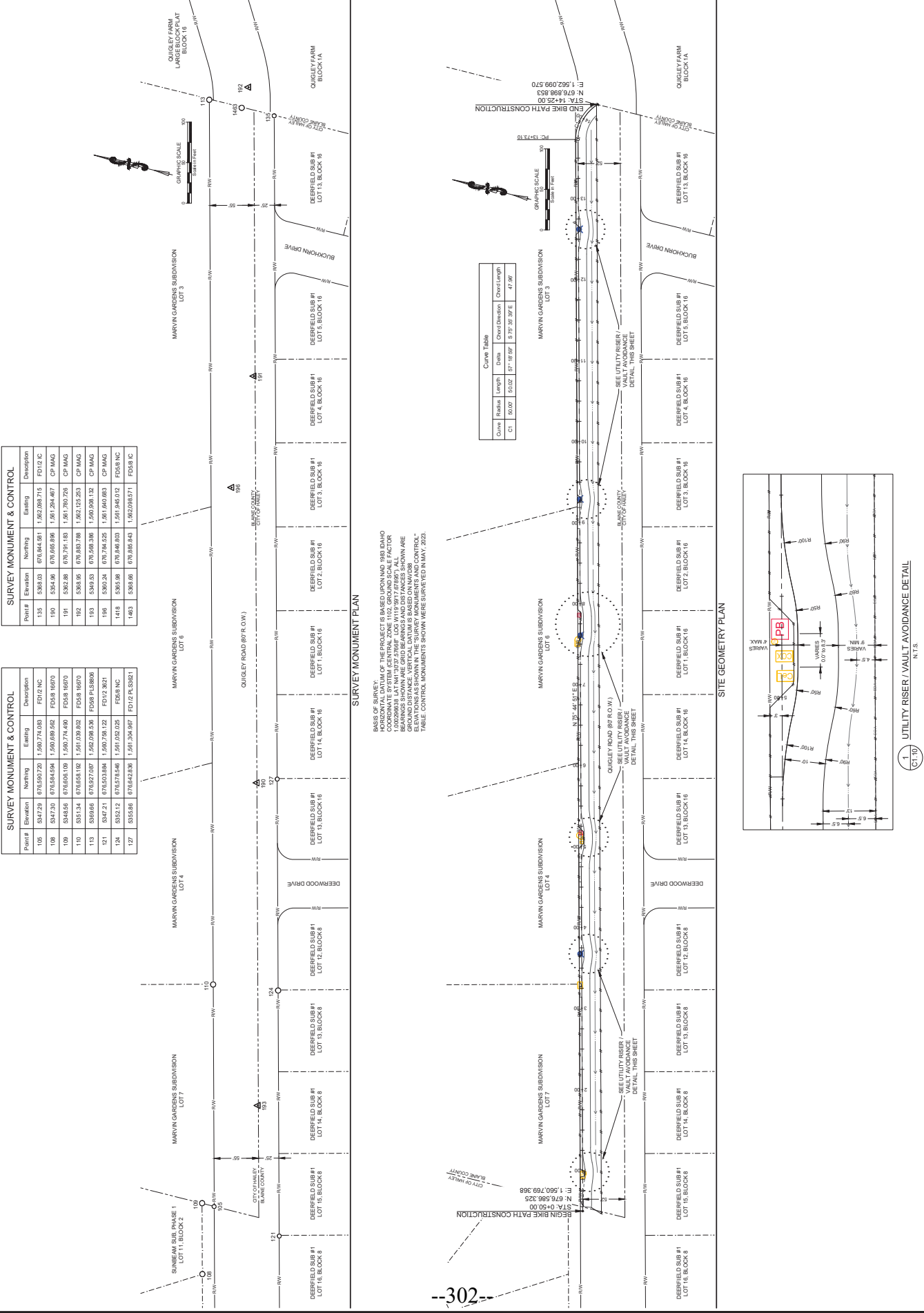
NO.	DATE	BY	REVISIONS

PURPOSE: ISSUE FOR REVIEW (07/28/2023)

**GALENA-BENCHMARK**  
 CIVIL ENGINEERING  
 500 Main Drive  
 Keokuk, Iowa 52240  
 Phone: 319.384.8340  
 Fax: 319.384.8341  
 www.galena-benchmark.com

DESIGNED BY: CT  
 DRAWN BY: CT  
 SURVEY DATE: 05/20/23

PROJECT INFORMATION  
 PROJECT: MARVIN GARDENS SUBDIVISION  
 PREPARED FOR: CITY OF HALEY  
 LOCATION WITHIN SECTION 10, T.2 N., R.18 E., CITY OF HALEY, BLAINE COUNTY, IOWA  
**AT DEERFIELD SUBD. NO. 3 & 4, AND MARVIN GARDENS SURVEY MONUMENT SHEET AND SITE GEOMETRY PLAN**



BASE OF SURFACE HORIZONTAL DATUM OF THE PROJECT IS BASED UPON NAD 83 IOWA COORDINATE SYSTEM CENTRAL ZONE 1102. GROUND SCALE FACTOR BEARINGS SHOWN ARE GRID BEARINGS AND DISTANCES SHOWN ARE GRID DISTANCES. ALL DISTANCES ARE IN METERS. ALL ANGLES ARE IN DEGREES. ALL MONUMENTS AND CONTROL POINTS ARE SHOWN IN THE SURVEY MONUMENTS AND CONTROL TABLE. CONTROL MONUMENTS SHOWN WERE SURVEYED IN MAY, 2023.

**SURVEY MONUMENT & CONTROL**

Point #	Elevation	Northing	Eastng	Description
135	5398.03	676,844.831	1,862,095.715	CP I/2 C
190	5394.96	676,666.896	1,961,284.467	CP MAG
191	5392.26	676,791.183	1,961,700.726	CP MAG
192	5388.95	676,883.788	1,962,122.253	CP MAG
193	5389.55	676,566.396	1,960,998.132	CP MAG
196	5390.24	676,784.526	1,961,840.883	CP MAG
1418	5395.99	676,846.803	1,961,840.012	FS08 NC
1463	5399.85	676,895.843	1,962,098.971	FS08 S

**SURVEY MONUMENT & CONTROL**

Point #	Elevation	Northing	Eastng	Description
106	5347.29	676,590.720	1,960,774.083	FD12 NC
108	5347.30	676,584.594	1,960,888.560	FD08 W670
109	5345.56	676,602.108	1,960,774.490	FD08 W670
110	5351.34	676,658.102	1,961,039.802	FD08 W670
113	5399.66	676,927.997	1,960,096.538	FD08 PL-8806
121	5347.21	676,503.884	1,960,756.122	FD12 S821
124	5352.12	676,578.646	1,961,052.026	FD08 NC
127	5355.66	676,642.938	1,961,354.997	FD12 PL-83821

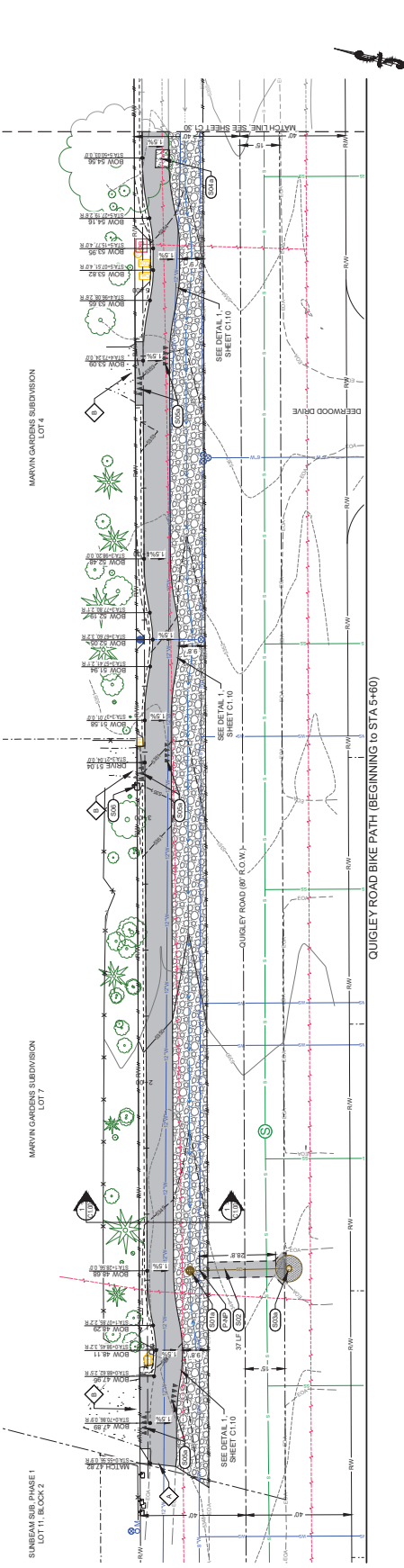
SITE GEOMETRY PLAN

UTILITY RISER / VAULT AVOIDANCE DETAIL



PURPOSE: ISSUE FOR REVIEW (07/28/2022)

NO.	DATE	BY	REVISIONS



- SITE IMPROVEMENT KEY NOTES**
- 1. NEW CATCH BASIN SEE DETAIL 2/1 C120.
    - a. R/W = 508.50 TO 508.56
    - b. STA = 508.50 TO 508.56
  - 2. INSTALL 12" ADSI 12 STORMWATER PIPE WITH A 2% SLOPE TO THE DOWNSTREAM MANHOLE. THE DOWNSTREAM MANHOLE SHALL BE 18" ADSI 12 MANHOLE. REFER TO DETAIL 3/1 C100.
  - 3. INSTALL 12" ADSI 12 MANHOLE. REFER TO DETAIL 3/1 C100.
    - a. R/W = 508.50 TO 508.56
    - b. STA = 508.50 TO 508.56
  - 4. POWER VAULT
    - a. ELEVATION = 504.62
    - b. R/W = 508.50 TO 508.56
    - c. STA = 508.50 TO 508.56
- CONTRACTOR TO COORDINATE WITH UTILITY COMPANIES TO VERIFY THE LOCATION AND DEPTH OF ALL UTILITIES. REFER TO DETAIL 3/1 C100.**
- CONTRACTOR TO COORDINATE WITH UTILITY COMPANIES TO VERIFY THE LOCATION AND DEPTH OF ALL UTILITIES. REFER TO DETAIL 3/1 C100.**
- CONTRACTOR TO COORDINATE WITH UTILITY COMPANIES TO VERIFY THE LOCATION AND DEPTH OF ALL UTILITIES. REFER TO DETAIL 3/1 C100.**
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- CONTRACTOR TO COORDINATE WITH UTILITY COMPANIES TO VERIFY THE LOCATION AND DEPTH OF ALL UTILITIES. REFER TO DETAIL 3/1 C100.**



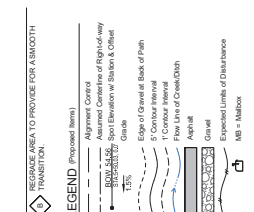
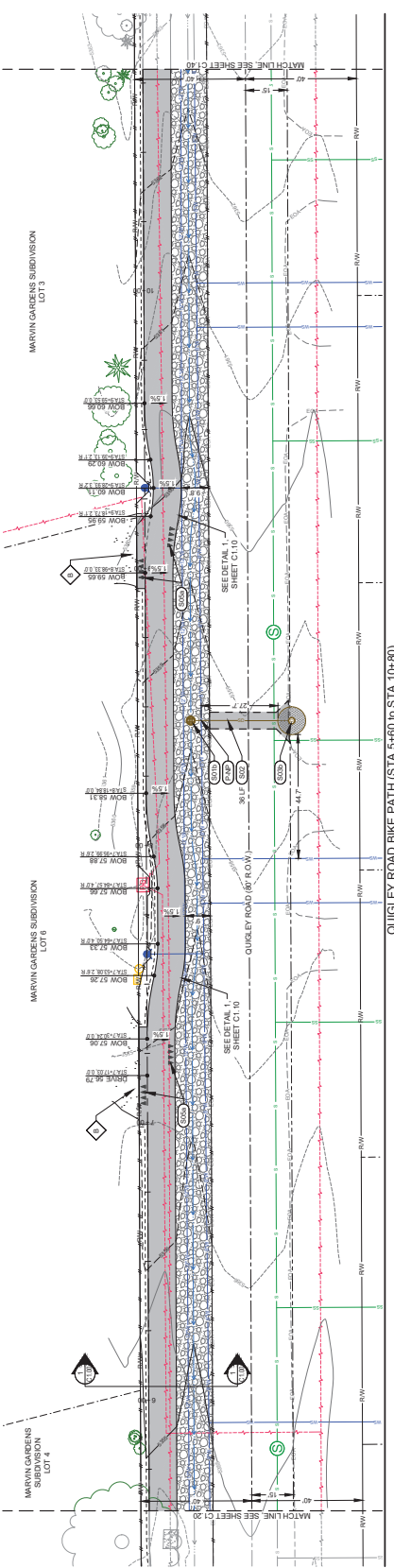
PROJECT INFORMATION  
 PROJECT NO. 2023-02  
 PREPARED FOR: CITY OF HALEY  
 LOCATION: WITHIN SECTION 10, T.2 N., R.18 E., B.M. CITY OF HALEY, BLAINE COUNTY, IDAHO  
 PROJECT DATE: 02/22/23

DESIGNED BY: CT  
 DRAWN BY: CT  
 CHECKED BY: CT  
 DATE: 02/22/23

GALENA-BENCHMARK ENGINEERING  
 1000 Park Drive  
 Coeur d'Alene, Idaho 83814  
 PH: 208.675.7333  
 WWW.GALENA-BENCHMARK.COM

PURPOSE: ISSUE FOR REVIEW (07/28/2023)  
 NO. DATE BY  
 REVISIONS

C1.30



**SITE IMPROVEMENT KEY NOTES**

- 3201 NEW GALVANNEED STEEL DETAIL 27 C1.20
- 3202 NEW GALVANNEED STEEL DETAIL 27 C1.20
- 3203 NEW GALVANNEED STEEL DETAIL 27 C1.20
- 3204 NEW GALVANNEED STEEL DETAIL 27 C1.20
- 3205 NEW GALVANNEED STEEL DETAIL 27 C1.20
- 3206 NEW GALVANNEED STEEL DETAIL 27 C1.20
- 3207 NEW GALVANNEED STEEL DETAIL 27 C1.20
- 3208 NEW GALVANNEED STEEL DETAIL 27 C1.20
- 3209 NEW GALVANNEED STEEL DETAIL 27 C1.20
- 3210 NEW GALVANNEED STEEL DETAIL 27 C1.20
- 3211 NEW GALVANNEED STEEL DETAIL 27 C1.20
- 3212 NEW GALVANNEED STEEL DETAIL 27 C1.20
- 3213 NEW GALVANNEED STEEL DETAIL 27 C1.20
- 3214 NEW GALVANNEED STEEL DETAIL 27 C1.20
- 3215 NEW GALVANNEED STEEL DETAIL 27 C1.20
- 3216 NEW GALVANNEED STEEL DETAIL 27 C1.20
- 3217 NEW GALVANNEED STEEL DETAIL 27 C1.20
- 3218 NEW GALVANNEED STEEL DETAIL 27 C1.20
- 3219 NEW GALVANNEED STEEL DETAIL 27 C1.20
- 3220 NEW GALVANNEED STEEL DETAIL 27 C1.20

**LEGEND (Proposed Items)**

- Proposed Item 1: 12" x 12" x 12" S.D. STAINLESS STEEL DETAIL 27 C1.20
- Proposed Item 2: 12" x 12" x 12" S.D. STAINLESS STEEL DETAIL 27 C1.20
- Proposed Item 3: 12" x 12" x 12" S.D. STAINLESS STEEL DETAIL 27 C1.20
- Proposed Item 4: 12" x 12" x 12" S.D. STAINLESS STEEL DETAIL 27 C1.20
- Proposed Item 5: 12" x 12" x 12" S.D. STAINLESS STEEL DETAIL 27 C1.20
- Proposed Item 6: 12" x 12" x 12" S.D. STAINLESS STEEL DETAIL 27 C1.20
- Proposed Item 7: 12" x 12" x 12" S.D. STAINLESS STEEL DETAIL 27 C1.20
- Proposed Item 8: 12" x 12" x 12" S.D. STAINLESS STEEL DETAIL 27 C1.20
- Proposed Item 9: 12" x 12" x 12" S.D. STAINLESS STEEL DETAIL 27 C1.20
- Proposed Item 10: 12" x 12" x 12" S.D. STAINLESS STEEL DETAIL 27 C1.20

**REGULATIONS TO PROVIDE FOR SMOOTH TRANSPORTATION**

- 3221 NEW GALVANNEED STEEL DETAIL 27 C1.20
- 3222 NEW GALVANNEED STEEL DETAIL 27 C1.20
- 3223 NEW GALVANNEED STEEL DETAIL 27 C1.20
- 3224 NEW GALVANNEED STEEL DETAIL 27 C1.20
- 3225 NEW GALVANNEED STEEL DETAIL 27 C1.20
- 3226 NEW GALVANNEED STEEL DETAIL 27 C1.20
- 3227 NEW GALVANNEED STEEL DETAIL 27 C1.20
- 3228 NEW GALVANNEED STEEL DETAIL 27 C1.20
- 3229 NEW GALVANNEED STEEL DETAIL 27 C1.20
- 3230 NEW GALVANNEED STEEL DETAIL 27 C1.20

**LEGEND (Proposed Items)**

- Proposed Item 1: 12" x 12" x 12" S.D. STAINLESS STEEL DETAIL 27 C1.20
- Proposed Item 2: 12" x 12" x 12" S.D. STAINLESS STEEL DETAIL 27 C1.20
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- Proposed Item 10: 12" x 12" x 12" S.D. STAINLESS STEEL DETAIL 27 C1.20

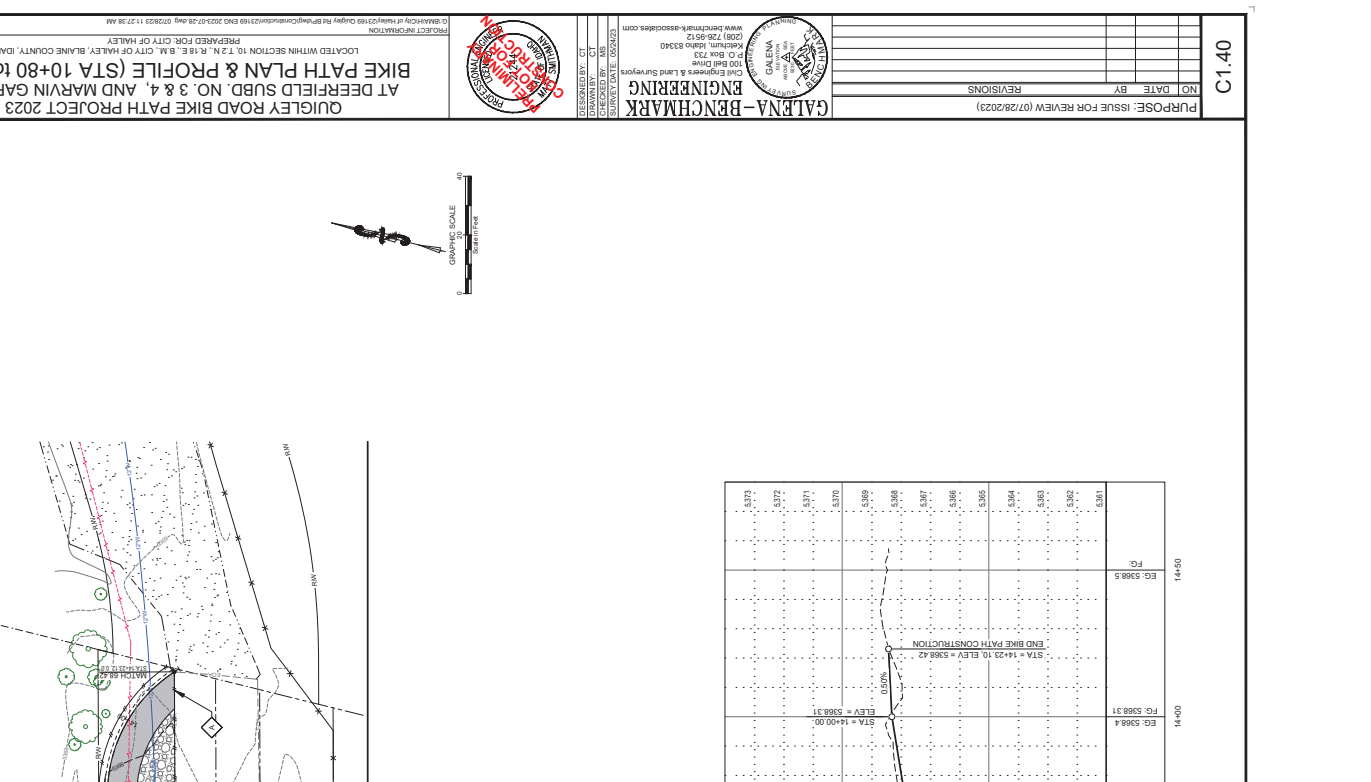
DESIGNED BY: CT  
 DRAWN BY: CT  
 CHECKED BY: CT  
 SURVEY DATE: 02/20/23

GALENA-BENCHMARK ENGINEERING  
 Civil Engineers & Land Surveyors  
 1000 1st Street  
 Kelowna, Idaho 83340  
 (208) 728-9512  
 www.galenabenchmark-engineers.com

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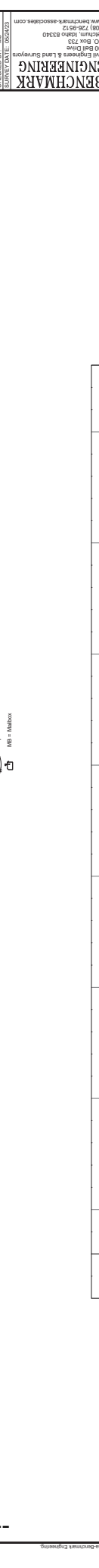
PURPOSE: ISSUE FOR REVIEW (07/28/2023)  
 NO. DATE BY  
 REVISIONS

C1.10



**QUIGLEY ROAD BIKE PATH (STA 10+80 TO END)**

- SITE IMPROVEMENT KEY NOTES**
- 1. SEE DETAIL SHEET C1.10
  - 2. SEE DETAIL SHEET C1.11
  - 3. QUIGLEY ROAD (80' R.O.W.)
  - 4. 15' SIDEWALK
  - 5. 10' SIDEWALK
  - 6. 10' UTILITY EASEMENT
  - 7. 10' UTILITY EASEMENT
  - 8. 10' UTILITY EASEMENT
  - 9. 10' UTILITY EASEMENT
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  - 92. 10' UTILITY EASEMENT
  - 93. 10' UTILITY EASEMENT
  - 94. 10' UTILITY EASEMENT
  - 95. 10' UTILITY EASEMENT
  - 96. 10' UTILITY EASEMENT
  - 97. 10' UTILITY EASEMENT
  - 98. 10' UTILITY EASEMENT
  - 99. 10' UTILITY EASEMENT
  - 100. 10' UTILITY EASEMENT



**BACK OF BIKE PATH PROFILE (STA 10+80 to END)**  
 SCALE: 1"=50' H, 1"=2' V

Station	Existing Grade (EG) Elevation	Proposed Grade (PG) Elevation
11+00	5363.18	5363.18
11+50	5364.11	5364.11
12+00	5365.07	5365.07
12+50	5365.88	5365.88
13+00	5367.2	5367.2
13+50	5367.49	5367.49
14+00	5368.31	5368.31
14+50	5368.5	5368.5

REUSE OF DRAWINGS: These drawings are prepared and used in any project or otherwise. The project owner by agreement in writing with Galena-Benchmark Engineers.

## Brian Yeager

---

**From:** James W. Phillips, attorney at law <phillipslaw@cox.net>  
**Sent:** Wednesday, August 23, 2023 9:50 AM  
**To:** Martha Burke; Kaz Thea; Heidi Husbands; samlinnet@haileycityhall.org; Juan Martinez  
**Cc:** Brian Yeager; kelly.schwartz@haileycityhall.org; Lisa Horowitz  
**Subject:** Proposed Design Quigley Road Bikepath

Dear Mayor and Council:

In last Wednesday's newspaper, the city published a request for proposals to construct the bike path along Quigley Road from Eastridge out to the Quigley Farm development. Unlike the portion of the bike path that the city recently constructed on Croy Street to Quigley Road, there was no public comment solicited with regard to the plans. That is unfortunate because public and staff input on the design of the pathway to Quigley Road brought about some good discussion and design changes.

The preliminary plans propose a separated pathway out Quigley Road, while the recent bike path up Croy to Quigley Road is adjacent to the roadway's asphalt surface. This "adjacent pathway" design was used by the city for the other bike paths recently built along River Street and along Myrtle Street. This type of adjacent pathway is much easier to maintain and keep plowed of snow in the winter allowing for year-round use. Year-round use of such public pathways is important and will only become more so as the city grows.

In comparison, separated bike paths are not nearly as easy to plow. The city will have to come in with a snowblower or small plow to clear the snow off the paths. This will require more city personnel time and expense. Also, it means that the separated paths will not be cleared for use when the roads are plowed. Instead, the clearing will happen later in the day or perhaps in the next few days depending on how busy the city street crews are.

While a small section of separated path was installed by Sunbeam Subdivision along Quigley Road, importantly this section has an additional eight-foot easement along its north side that allows for some snow storage. However, this snow storage area does not exist for a separated path elsewhere along Quigley Road. So, the snow will have to be blown or otherwise cleared to the south toward Quigley Road. It seems that staying with a separated path just for the sake of continuity is not a good idea when a pathway adjacent to the road will provide for better, safer year-round use.

I know there is some thought that separated pathways may be safer by having people a little further away from vehicle traffic. Yet, if the path cannot be used in the winter months, it forces the users onto the actual street portion of the roadway. That is not safe and, as both vehicular traffic and path use increase, the situation will get worse. Looking to the future, Hailey is investing a lot of resources and funds into its bike paths. That is good. However, unless the paths are usable over the winter, their benefits will be greatly reduced.

Deciding on the best pathway design for the long-term goals and objectives of the city is an important policy matter. I would like to ask that the preliminary Quigley Road pathway design be placed on the upcoming city council agenda for input by the public and staff, and your determination as to the best final design.

Thank you for considering my request,

Jim Phillips

20 Quigley Road



--  
James W. Phillips  
208-788-3496 voice

Confidentiality Notice: This e-mail message and attachments are covered by the Electronic Communications Privacy Act, 18 U.S.C. Sections 2510-2521, and contain confidential and legally privileged information exempt from disclosure under applicable law. If you have received this message by mistake, please notify James W. Phillips immediately by replying to this message or telephoning him, and do not review, retain, disclose, copy or distribute the message or any attachment, or any part thereof.

Thank you.

James W. Phillips

**Return to Agenda**



**AGENDA ITEM SUMMARY**

**DATE:** 08/28/23

**DEPARTMENT:** PW

**DEPT. HEAD SIGNATURE:** BY

**SUBJECT:** Motion to approve final design of the proposed River Street LHTAC Walnut to Galena Project and authorize Public Works to issue a request for project bidding. **ACTION ITEM**

**AUTHORITY:**  ID Code \_\_\_\_\_  IAR \_\_\_\_\_  City Ordinance/Code \_\_\_\_\_  
(IFAPPLICABLE)

**BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:**

The Design Engineer has completed final design of the River Street LHTAC Walnut to Galena project. Final design plans are consistent with previously approved preliminary design plans.

The final design plan set as well as technical specification are available for reference by clicking the link:

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

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

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

**RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:**

Motion to approve final design of the proposed River Street LHTAC Walnut to Galena Project and authorize Public Works to issue a request for project bidding. **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 # \_\_\_\_\_

**Return to Agenda**

**2023 Dollar Certification of Budget Request to Board of County Commissioners L-2  
(the "L-2 Worksheet" and applicable "Voter Approved Fund Tracker" and budget publication must be attached)**

District Name:		City of Hailey			
Fund Name	Total Approved Budget*	Cash Forward Balance	Other revenue NOT shown in Column 5	Property Tax Replacement (Line 26 of 'L-2 Worksheet')	Balance to be levied Col. 2 minus (Cols. 3+4+5)
1	2	3	4	5	6
CITY OF HAILEY GENERAL FUND	\$13,800,121	\$4,910,299	\$5,711,585	\$29,476	\$3,148,761
WATER ENTERPRISE FUND	\$4,115,612	\$1,600,330	\$2,515,282		
WASTEWATER ENTERPRISE FUND	\$6,056,692	\$721,267	\$5,335,425		
<b>NON-LEVIED FUNDS (must net zero)</b>					
Column Subtotal:	\$23,972,425	\$7,231,896	\$13,562,292	\$29,476	\$3,148,761
<b>Maximum Allowable Non-Exempt Property Tax Amount to be Levied:</b>					<b>\$3,148,761</b>

**Exempt Funds  
(Bonds, Overrides, Judgment Funds, & Plant Facilities)**

Column Subtotal:					
<b>Column Total:</b>	<b>\$23,972,425</b>	<b>\$7,231,896</b>	<b>\$13,562,292</b>	<b>\$29,476</b>	<b>\$3,148,761</b>
<b>Expected Totals (for balancing purposes, values from 'L-2 Worksheet')</b>				<b>\$29,476</b>	

I, the undersigned, attest that a public hearing was held and a resolution was adopted to:

RESERVE the current year's forgone amount, OR  
RECOVER forgone amounts (line 29 of the 'L-2 Worksheet')

I have attached the adopted and signed resolution indicating the amount of forgone to be reserved or recovered.  
I have attached the Capital Project Worksheet for additional forgone (if applicable).

Max Reserved Forgone: \_\_\_\_\_  
Reserved Forgone: \_\_\_\_\_  
Recovered Forgone: \_\_\_\_\_  
Initials: \_\_\_\_\_

I certify that the amounts shown above accurately reflect the budget being certified in accordance with the provisions of I.C. §63-803.  
To the best of my knowledge, this district has established and adopted this budget in accordance with all provisions of Idaho Law.

Printed Name		Signature of District Representative		Title		Date	
Martha Burke, Mayor 115 Main Street South Hailey, ID 83333		[Signature]		Mayor, City of Hailey			
Contact Name and Mailing Address				Email Address			
208.788.4221 x 1528				(208)788-2924			
Phone Number (###) ###-### EXT ###				Fax Number (###) ###-###			

\*Do not include revenue allocated to urban renewal agencies

**Return to Agenda**



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, which were discussed on July 10, 2023.

Also attached is a citywide fee schedule. Fee increases are proposed in line with inflation and with staff consideration of fees in neighboring cities. Staff recommends as a best practice that this fee schedule be re-examined annually as part of the budgeting process, and that fees be modified up or down depending on inflationary factors and other matters. This is a draft fee schedule, which staff recommends become effective October 1, 2023, which is the effective date of the FY 24 budget. A resolution will be brought forward with these fees after public input and consideration.

**FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:**

The Mayor-proposed budget is a balanced budget which meets statutory requirements.

**-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:**

Conduct a public hearing and make a motion to conduct the first reading of the Budget Ordinance appropriating \$23,972,425 for general, water and wastewater operating funds, capital funds, and water and wastewater bond funds.

**ACTION OF THE CITY COUNCIL:**

"I make a motion to conduct the first reading of the Budget Ordinance No. 2023-\_\_, appropriating \$23,972,425 for general, water and wastewater operating funds, capital funds, and water and wastewater bond funds."

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

**FOLLOW-UP:**

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

Copies (all info.): \_\_\_\_\_ Copies (AIS only)  
 Instrument # \_\_\_\_\_

**HAILEY ORDINANCE NO. 13XX**

AN ORDINANCE OF THE CITY OF HAILEY, IDAHO, ENTITLED THE ANNUAL APPROPRIATION ORDINANCE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023 AND ENDING SEPTEMBER 30, 2024, APPROPRIATING THE SUM OF \$23,972,425 TO DEFRAY THE EXPENSES AND LIABILITIES OF THE CITY OF HAILEY FOR SAID FISCAL YEAR; AUTHORIZING A LEVY OF A SUFFICIENT TAX UPON THE TAXABLE PROPERTY WITHIN THE CITY OF HAILEY; SPECIFYING THE OBJECTS AND PURPOSES FOR WHICH SAID APPROPRIATION IS MADE; AND PROVIDING FOR THE EFFECTIVE DATE OF THIS ORDINANCE UPON PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW.

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

SECTION 1. The sum of \$23,972,425 shall be, and the same is hereby, appropriated to defray the necessary expenses and liabilities of the City of Hailey, Idaho, for the fiscal year beginning October 1, 2023 and ending September 30, 2024.

SECTION 2. The objects and purposes for which such appropriation is made, and the amount of each object and purpose, are as follows:

<u>GENERAL FUND EXPENDITURES</u>	
General Fund Operating Expenses	\$8,889,822
G.O. Bond	-0-
Capital Improvement Fund	<u>4,910,299</u>
Total Expenditures	<u>13,800,121</u>
 <u>WATER &amp; SEWER EXPENDITURES</u>	
Water Fund Expenditures	\$1,965,092
Water Fund Capital Expenditures	1,600,600
Water Bond Expenditures	151,800
Sewer Fund Expenditures	2,419,767
Sewer Fund Capital Expenditures	627,500
Sewer Bond Expenditures	566,925
Water Replacement Expenditures	398,120
Sewer Replacement Expenditures	342,500
Sewer Headworks RPL and Bond Exp	2,100,000
Total Expenditures	<u>10,172,304</u>
 <u>TOTAL EXPENDITURES ALL FUNDS</u>	 <u>\$23,972,425</u>

SECTION 3. A general tax levy on all taxable property within the City of Hailey shall be levied in an amount allowed by law for the general purposes of said City for the fiscal year beginning October 1, 2023 and ending September 30, 2024.

SECTION 4. All ordinances and/or portions or parts of ordinances in any way inconsistent with or in conflict with this Ordinance are hereby repealed.

SECTION 5. This Ordinance shall be in full force and effect from and after its passage, approval and publication according to law.

PASSED AND ADOPTED BY THE HAILEY CITY COUNCIL AND APPROVED BY THE MAYOR THIS 11th DAY OF September, 2023.

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Martha Burke, Mayor, City of Hailey

ATTEST:

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Mary Cone, City Clerk

Publish: Idaho Mountain Express September 27, 2023.



Hailey Municipal Fee Schedule August 14, 2023

Application Name	Fee Description	FY 2022 Fee Amt	Percentage Increase	Rate Difference	Proposed Rate
<b>Zoning &amp; Subdivision</b>					
Hourly Staff Rates	See Administrative Fee Schedule				
Administrative Design Review for Accessory Dwelling Units (ADUs)		\$150.00	83%	\$125.00	\$275.00
	Mailing per address + current postage	\$0.15			No Change
Annexation Application	Application fee	\$1,250.00	8%	\$100.00	\$1,350.00
	Application fee per developable acre	\$15.00	33%	\$5.00	\$20.00
	Publication (\$50 x 3)	\$50.00			No Change
	Onsite posting (\$36 x 3)	\$36.00			No Change
	Mailing per address + current postage	\$0.15			No Change
Appeal Application	Application fee	\$500.00	5%	\$25.00	\$525.00
	Publication	\$50.00			No Change
	Mailing per address + current postage	\$0.15			No Change
	Transcript costs (if required)	TBD			
Bonds	Bond Setup Fee: \$100,000 and more	New Proposed Fee			\$200 + (0.005 x Bond Amt)
	Bond Setup Fee: \$100,000 and less	New Proposed Fee			\$100 + (0.005 x Bond Amt)
	Bond Extension: \$100,001 and more	New Proposed Fee			\$200 + (0.005 x Bond Amt)
	Bond Extension: \$100,000 and less	New Proposed Fee			\$100 + (0.005 x Bond Amt)
	Bond Release: \$100,000 and more	New Proposed Fee			\$200 + (0.005 x Bond Amt)
	Bond Release: \$100,000 or less	New Proposed Fee			\$100 + (0.005 x Bond Amt)
Comprehensive Plan Amendment		\$750.00	7%	\$50.00	\$800.00
	Publication cost	\$50.00			No Change
	Mailing per address + current postage	\$0.15			No Change
Conditional Use Permit	Permit fee	\$550.00	5%	\$30.00	\$580.00
	Child Care Conditional Use Permit	\$50.00	20%	\$10.00	\$60.00
	Publication cost	\$50.00			No Change
	Onsite posting	\$36.00			No Change
	Mailing per address + current postage	\$0.15			No Change
Design Review Application					
	Preapplication Design Review	\$250.00	20%	\$50.00	\$300.00

Hailey Municipal Fee Schedule August 14, 2023

Application Name	Fee Description	FY 2022 Fee Amt	Percentage Increase	Rate Difference	Proposed Rate
	Design Review: Commercial or Mixed-Use	\$1000 + \$50/1,000 gross sq. ft.	\$1200 (20%) + \$60 (20%)	\$200.00 + \$10/1000 sq. ft.	\$1200.00 + \$60/1000 sq. ft.
	Design Review: Multi-Family	\$500 for first unit + \$100/additional unit	\$525 (5%) + \$105 (5%)	\$25 for first unit + \$5.00/additional	\$525.00 + \$105.00
	Single-Family Dwelling or Duplex in Townsite	\$250.00	20%	\$50.00	\$300.00
	Design Review: Accessory Structure (excluding Single Family Dwellings, ADUs and Duplexes in Townsite Overlay)	\$250.00	10%	\$25.00	\$275.00
	Retainer (dependant on complexity of project)	\$250, \$500 or \$1,000			No Change
	Design Review: Modifications to Projects that have received Design Review Approval (determined by Administrator to be minor)	\$100.00	25%	\$25.00	\$125.00
	Design Review: Recommendation for Exemption	\$75.00	33%	\$25.00	\$100.00
	Publication	\$50.00			No Change
	Mailing per address + current postage	\$0.15			No Change
Development Agreement Application					
	Development Agreements	\$1,500 + Applicant shall pay all processing expenses that exceed \$1,500	5%	\$75.00 (+ Applicant pays all processing expenses that exceed \$75)	\$1575.00 (+ \$1575.00)
	Development Agreement Amendments	\$500.00	5%	\$25.00	\$525.00
	Publication (\$50 x 1)	\$50.00			No Change
	Mailing per address + current postage	\$0.15			No Change
Floodplain Hazard Development Permit (substantial impact)		\$400.00	13%	\$50.00	\$450.00
Floodplain Hazard Development Permit (no substantial impact)		\$75.00	33%	\$25.00	\$100.00

Hailey Municipal Fee Schedule August 14, 2023

Application Name	Fee Description	FY 2022 Fee Amt	Percentage Increase	Rate Difference	Proposed Rate
In-Lieu Parking Contribution	Contribution per parking space	\$9,975.00	100%	\$9,975.00	\$19,950.00
Miscellaneous Applications	Application Fee	\$55.00	82%	\$45.00	\$100.00
	Publication cost	\$50.00			
	Mailing per address + current postage	\$0.15			
Planned Unit Development (PUD) Application		\$500.00	20%	\$100.00	\$600.00
	Additional fee per hour for services rendered by City Attorney (development agreement)	\$125.00	40%	\$50.00	\$175.00
	Publication (\$50 x 2)	\$50.00			No Change
	Mailing per address + current postage	\$0.15			No Change
	Onsite posting (\$36 x 2)	\$36.00			No Change
Vacation (Right of Way and Plat)	Application	\$550.00	20%	\$110.00	\$660.00
	Publication Costs (\$50. x 2)	\$50.00			No Change
	Mailing per address + current postage + current certified mail rate	\$0.15			No Change
Subdivision Application: Preliminary Plat	Regular Plat	\$1,250.00	6%	\$75.00	\$1,325.00
	Regular Plat + fee per cost/lot, sub-lot, or unit	\$55.00	9%	\$5.00	\$60.00
	Short Plat + fee per cost/lot, sub-lot, or unit	\$300/lot, subplot, unit; not to exceed \$1,200	\$350 (16.66%); \$1400 (16.66%)	\$50/lot, subplot, unit; not to exceed \$200	\$350.00/lot not to exceed \$1400.00
	Lot Line Adjustment: combining lots into 1 lot	\$75.00	33%	\$25.00	\$100.00
	Lot Line Adjustment: all other alteratations	\$400.00	13%	\$50.00	\$450.00
	Publication: regular plat (\$50 x 4)	\$50.00			No Change
	Publication: short plat (\$50 x 2)	\$50.00			No Change
	Publication: lot line adjustment	\$50.00			No Change
	Mailing per address + current postage	\$0.15			No Change
Subdivision Application: Final Plat	Final Plat fee	\$400.00	10%	\$40.00	\$440.00
	Final Plat fee per lot, sub-lot, or unit	\$25.00	20%	\$5.00	\$30.00
	Development agreement attorney fee per hour	See Admistrative Fee Schedule			

Hailey Municipal Fee Schedule August 14, 2023

Application Name	Fee Description	FY 2022 Fee Amt	Percentage Increase	Rate Difference	Proposed Rate
	Mailing per address + current postage	\$0.15			No Change
	Publication Regular Plat	\$50.00			No Change
	Publication Short Plat	\$50.00			No Change
Subdivision Preliminary/Final Plat Extension	New Proposed Fee			\$250.00	\$250.00
Subdivision or Zoning Ordinance Text Amendment		\$750.00	7%	\$50.00	\$800.00
	Mailing per address + current postage	\$0.15			No Change
	Publication	\$50.00			No Change
Variance	Application with Development Agreement	\$500.00	10%	\$50.00	\$550.00
	Application w/o Development Agreement	\$350.00	10%	\$35.00	\$385.00
	Publication Cost	\$50.00			No Change
	Mailing per address + current postage	\$0.15			No Change
Wireless Permit Application					
	Wireless Annual Renewal	\$60.00	25%	\$15.00	\$75.00
	Wireless Conditional Use Permit	\$600.00	5%	\$30.00	\$630.00
	Wireless Master Development Plan	\$250.00	10%	\$25.00	\$275.00
	Wireless Permit (mail notice only)	\$350.00	10%	\$35.00	\$385.00
	Wireless Conditional Use Permit (mail & publish notice)	\$600.00	5%	\$30.00	\$630.00
	Publication (\$50 x 1)	\$50.00			No Change
	Mailing per address + current postage	\$0.15			No Change
	Onsite posting (\$36 x 1)	\$36.00			No Change
Zone Change Application	Application (without Development Agreement)	\$750.00	7%	\$50.00	\$800.00
	Application (with Development Agreement)	\$1,500.00	7%	\$100.00	\$1,600.00
	Additional fee per hour for services rendered by City Attorney	See Administrative Fee Schedule			
	Publication Cost (\$50 x 2)	\$50.00			No Change
	Onsite Posting Property (\$36. ea x 4 x2)	\$36.00			No Change
	Mailing per address + current postage	\$0.15			No Change

**Building**

Hailey Municipal Fee Schedule August 14, 2023

Application Name	Fee Description	FY 2022 Fee Amt	Percentage Increase	Rate Difference	Proposed Rate
Hourly Staff Rates	See Administrative Fee Schedule				
Alternative Energy Permit	Application Fee	\$75 + 65% of fee for DBS	33%	\$25 + 65% Plan Review	\$100 + 65% Plan Review
	Base Permit Fee	\$75.00	33%	\$25.00	\$100.00
	Plan Review Fee				65% of Permit Fee
Building Permit Extension	Extension Fee (180 Day Extension)	\$75.00	100%	\$75.00	\$150.00
Building Permit Fee: Table 1-A (Used to calculate base permit fee)	Total Valuation \$1 to \$500	\$25.80	3%	\$0.77	\$26.57
	Total Valuation \$501 to \$2000	\$25.80 for the first \$500 + \$3.00 for each additional \$100, or fraction thereof, to and including \$2000.	3%	\$0.77 + \$0.09	\$26.57 + \$3.09
	Total Valuation \$2001 to \$25,000	\$91.41 for the first \$2,000 + \$16.80 for each additional \$1,000, or fraction thereof, to and including \$25,000.	3%	\$27.42 + 0.50	\$118.83 + \$17.30
	Total Valuation \$25,001 to \$50,000	\$517.12 for the first \$25,000 + \$12 for each additional \$1,000, or fraction thereof, to and including \$50,000.	3%	\$15.51 + 0.36	\$532.63 + \$12.36
	Total Valuation \$50,001 to \$100,000	\$849.76 for the first \$50,000 + \$8.40 for each additional \$1,000, or fraction thereof, to and including \$100,000.	3%	\$25.49 + 0.24	\$875.25 + \$8.64
	Total Valuation \$100,001 to \$500,000	\$1,311.76 for the first \$100,000 + \$6.60 for each additional \$1,000, or fraction thereof, to and including \$500,000.	3%	\$39.35 + 0.20	\$1351.11 + \$6.80

Hailey Municipal Fee Schedule August 14, 2023

Application Name	Fee Description	FY 2022 Fee Amt	Percentage Increase	Rate Difference	Proposed Rate
	Total Valuation \$500,001 to \$1,000,000	\$4,268.56 for the first \$500,000 + \$5.70 for each additional \$1,000, or fraction thereof, to and including \$1,000,000.	3%	\$128.06 + 0.17	\$4396.62 + \$5.87
	Total Valuation \$1,000,001 and up	\$7,403.23 for the first \$1,000,000 + \$4.20 for each additional \$1,000, or fraction thereof.	3%	\$222.10 + 0.13	\$7625.33 + \$4.33
Demolition		\$125.00	20%	\$25.00	\$150.00
Fence Permit		\$50.00	50%	\$25.00	\$75.00
Historic Demolition Permit	Base Permit fee	\$125.00	20%	\$25.00	\$150.00
	Publication Costs	\$50.00			No Change
	Onsite Posting (\$36 x 2)	\$9.00	300%	\$27.00	\$36.00
Other Fees	Third Party Plan Review	Actual Costs and will be deducted from the plan review fee calculated above.			No Change
	180 Day Permit Extension (must be paid for 30 days prior to permit extension.)	\$75.00	100%	\$75.00	\$150.00
	Application Fee Deposit	\$500 for new construction and projects exceeding \$60,000 in estimated costs of construction.			No Change
	Deferred Submittals	Up to 100% of the original Plan Review Fee.			No Change
Plan Check Fees	Plan Check Fees	65% of Permit Fee			No Change
	Fire Dept Plan Review Fee	35% of Plan Check Fee	5%	5%	40%
	Planning Review Fee	25% of Plan Check Fee	5%	5%	30%
Re-Roof Permit	Base Permit Fee (based on estimated total valuation- Table 1A)			Fees based on Cost of Construction	Fees based on Cost of Construction
Temporary Certificate of Occupancy	Commercial + nonrefundable	\$500.00	10%	\$50.00	\$550.00
	Residential + nonrefundable	\$200.00	13%	\$25.00	\$225.00

Hailey Municipal Fee Schedule August 14, 2023

Application Name	Fee Description	FY 2022 Fee Amt	Percentage Increase	Rate Difference	Proposed Rate
Temporary Occupancy Permit for RV		\$0.00			\$0.00
<b>Business</b>					
Hourly Staff Rates	See Administrative Fee Schedule				
Alcohol Beverage License Application <i>(Alcohol fees are restricted by State)</i>	Liquor	\$562.50			No Change
	Wine by the Drink	\$200.00			No Change
	Beer by the Drink	\$200.00			No Change
	Grocery Sale of Wine	\$200.00			No Change
	Grocery Sale of Beer	\$50.00			No Change
	Beverage Catering Permit fee/day	\$20.00			No Change
Business Licenses	New Business License Application	\$125.00	20%	\$25.00	\$150.00
	Business License Annual Renewal	\$50.00	50%	\$25.00	\$75.00
	New Business License Daycare (2 years)	\$200.00	0%	\$0.00	\$200.00
	Business License Daycare Bi-Annual Renewal	\$100.00	10%	\$10.00	\$110.00
	New Business License Taxi	\$250.00	20%	\$50.00	\$300.00
	Business License Taxi Annual Renewal	\$250.00	20%	\$50.00	\$300.00
	Taxi Driver's License Fingerprinting fee	\$34.00			No Change
	Municipal Non-Property Sales Tax Permit Application (Local Option Tax)	\$0.00			\$0.00
	Late Penalty	\$10.00	100%	\$10.00	\$20.00
Signs	Permanent Sign Permit Application	\$75.00	33%	\$25.00	\$100.00
	Portable Sign Permit Application	\$30.00	67%	\$20.00	\$50.00
	Portable Sign: Renewal	\$20.00	25%	\$5.00	\$25.00
<b>Town Center West</b>					
Applicant: Class A, Library or City	Activities hosted by the library, City & auxiliary committees or entities. Rate per hour/day.	\$0.00			\$0.00
Applicant: Class B, Hailey entity or non-profit	Free activities open to the general public. Rate per hour/day.	\$0.00			\$0.00
Applicant: Class C, Non-Hailey resident or entity	Free activities open to the general public (library partners exempt). Rate per hour.	\$30.00			\$30.00

Hailey Municipal Fee Schedule August 14, 2023

Application Name	Fee Description	FY 2022 Fee Amt	Percentage Increase	Rate Difference	Proposed Rate
Applicant: Class D, Private or for-profit	Activities closed to the general public. Parties, social events, or for-non profit activities. Rate per hour.			New Proposed Fee	\$50.00
Applicant: Class E, Private or for-profit	Activities closed to the general public. Private parties, social events, or for-profit activities. Day Rate, 14 hours max.			New Proposed Fee	\$600.00
Applicant: Class F, Private or for-profit	Activities closed to the general public. Private parties, social events, or for-profit activities. Half Day Rate, 7 hours max.			New Proposed Fee	\$300.00
Applicant Class D, E, F, Private or for-profit	Non-refundable Cleaning Fee, for groups over 50 persons			New Proposed Fee	\$300.00
	Refundable Cleaning Deposit (groups over 50 persons)			New Proposed Fee	\$500.00
	Non-Refundable Trash Collection Fee (groups over 50 persons)			New Proposed Fee	\$25.00
<b>Library</b>					
Library Non-Resident Membership	1-year non-resident family membership	\$68.00		To be revised contingent on Library Board approval	
	6-month non-resident family membership	34.00			
	3-month non-resident family membership	17.00			
	1-year Senior Non-Resident (individuals age 60 or older)	21.00			
<b>Park, Banner, &amp; Special Events</b>					
Hourly Staff Rates	See Administrative Fee Schedule				
Amplified Sound Permit	2+ visits by police enforcement to event	\$25.00	20%	\$5.00	\$30.00
Banner Display	Over the Road Banner	\$100.00	5%	\$5.00	\$105.00
	Pole Banner (6 minimum), \$/banner	\$25.00	20%	\$5.00	\$30.00
Park Reservation	Daily Pavilion: 1-24 persons	\$50.00	10%	\$5.00	\$55.00
	Daily Pavilion: 25-99 persons	\$100.00	5%	\$5.00	\$105.00
	Daily Pavilion: 100-249 persons	\$150.00	7%	\$10.00	\$160.00
	Daily Sports Field Rental: 1-24 persons	\$100.00	5%	\$5.00	\$105.00



Hailey Municipal Fee Schedule August 14, 2023

Application Name	Fee Description	FY 2022 Fee Amt	Percentage Increase	Rate Difference	Proposed Rate
	Daily Sports Field Rental: 25-99 persons	\$150.00	7%	\$10.00	\$160.00
	Daily Sports Field Rental: 100-249 persons	\$200.00	5%	\$10.00	\$210.00
	Daily Sports Field Rental:,1-24 persons	\$50.00	10%	\$5.00	\$55.00
	Daily Non-field Sports Field Rental, 25-99 persons	\$100.00	5%	\$5.00	\$105.00
	Daily Sports Field Rental: 100-249 persons	\$150.00	7%	\$10.00	\$160.00
	Seasonal Sports Field Rental ( <i>Kefer choose north or south field</i> )	\$300.00	5%	\$15.00	\$315.00
	Seasonal Non-field Sport Rental	\$150.00	7%	\$10.00	\$160.00
	Reservation change or cancellation			\$15.00	\$15.00
	6% Tax				
Special Event Permit	Application	\$125.00	8%	\$10.00	\$135.00
	Per Day Park Rental Fee	\$300.00	5%	\$15.00	\$315.00
	Street Closure For Special Event				\$250.00
	Parks Cleaning Fee: see Administrative Fee Schedule	Minimum 1-hour Staff Rate, or total hours or per direct expense			
	6% tax				
<b>Public Works</b>					
Hourly Staff Rates	See Administrative Fee Schedule				
Commercial Encroachment Permit	Application (non refundable)	\$75.00	7%	\$5.00	\$80.00
	Drywell (Shallow Injection Well Inventory Form) Application	\$75.00	7%	\$5.00	\$80.00
	Commercial/Multifamily: Monthly fee for temporary construction staging.	New Proposed Fee			\$0.50/sq. ft./month
	Inspection: Driveway/Sidewalk	\$150.00	7%	\$10.00	\$160.00
	Inspection: Drywell (private property)	\$50.00	10%	\$5.00	\$55.00
	Inspection: Drywell (public property)	\$100.00	5%	\$5.00	\$105.00
	Inspection: Landscaping	\$100.00	5%	\$5.00	\$105.00
	Inspection: Utility Crossing	\$100.00	5%	\$5.00	\$105.00
	Inspection: Street Boring	\$100.00	5%	\$5.00	\$105.00
Residential Encroachment Permit	Application Fee (non refundable)	\$50.00	10%	\$5.00	\$55.00

Hailey Municipal Fee Schedule August 14, 2023

Application Name	Fee Description	FY 2022 Fee Amt	Percentage Increase	Rate Difference	Proposed Rate
	Drywell (Shallow Injection Well Inventory Form) Application	\$75.00	7%	\$5.00	\$80.00
	Residential: Monthly fee for temporary construction staging.	New Proposed Fee			\$0.25/sq. ft./month
	Inspection: Driveway/Sidewalk	\$100.00	5%	\$5.00	\$105.00
	Inspection: Drywell (private property)	\$50.00	10%	\$5.00	\$55.00
	Inspection: Drywell (public property)	\$100.00	5%	\$5.00	\$105.00
	Inspection: Landscaping	\$100.00	5%	\$5.00	\$105.00
	Inspection: Utility Crossing	\$100.00	5%	\$5.00	\$105.00
	Inspection: Street Boring	\$100.00	5%	\$5.00	\$105.00
Extra Inspections	Additional/ Repeat/ Other inspections per trip after the first inspection	New Proposed Fee			\$55.00
Equipment Rates	Fee for equipment rental. FEMA Schedule of Equipment Rates: <a href="https://www.fema.gov/assistance/public/tools-resources/schedule-equipment-rates">https://www.fema.gov/assistance/public/tools-resources/schedule-equipment-rates</a>	New Proposed Fee			Equal to the current published version of the "FEMA Schedule of Equipment Rates"
Water Connection	Inspection	\$50.00	10%	\$5.00	\$55.00
Wastewater Connection	Inspection	\$50.00	10%	\$5.00	\$55.00
Water Meter Vault Lid	Plus Hourly Labor Rates	New Proposed Fee			\$145.00
Water Meter Vault Collar	Plus Hourly Labor Rates	New Proposed Fee			\$362.00
Water Meter Antenna	Plus Hourly Labor Rates	New Proposed Fee			\$200.00
<b>Utility (excluding water and wastewater usage and connection fees)</b>					
Hourly Staff Rates	See Administrative Fee Schedule				
Owner & Tenant Utility Service Agreement	Authorization to bill utility service to tenant application fee	\$25.00	20%	\$5.00	\$30.00
Utility Payment Insufficient Funds	Insufficient Funds - IC §§ 28-22-105 and 28-22-106	\$20.00			
Shut-Off due to Non Water Payment	Total fee charged for interruption of services	\$75.00	7%	\$5.00	\$80.00
Commencement/ Discontinuance of Water Service (both owner requested and non-payment of service)	Reconnection fee	\$37.50	7%	\$2.50	\$40.00

Hailey Municipal Fee Schedule August 14, 2023

Application Name	Fee Description	FY 2022 Fee Amt	Percentage Increase	Rate Difference	Proposed Rate
	Disconnection fee	\$37.50	7%	\$2.50	\$40.00
	24 hour commencement fee waived for home inspections and plumbing repairs for property sales and foreclosures	\$0.00	0%	\$0.00	\$0.00
Utility Billing Late Fee	Late payment per Municipal Code 13.04.150(C)	\$2.00 + 12%	200%	\$2.00	\$4.00 + 12%
	Reduced water and wastewater user base fees - (circuit breaker)13.04.130(C)	Water - 40% of base rate and WW 50% of base charges above initial 1,000 charge			
	Property transfer fee - new owners	\$25.00	19%	\$5.00	\$30.00
	Discontinuance notice fee - winter shut off	\$0.00	100%	\$25.00	\$25.00
	Water conservation violation Discontinuance fee	\$50.00	10%	\$5.00	\$55.00
	Water conservation violation recommmencement fee	\$50.00	10%	\$5.00	\$55.00
Water Fill Spout Use Permit	Weekly Permit + invoice for every 1,000 gallon usage	\$65.00	8%	\$5.00	\$70.00
	Annual Permit + monthly invoice for every 1,000 gallon usage	\$350.00	6%	\$20.00	\$370.00
	Water Bond payment for active or disconnected water service 13.04.130(A)(3)	\$3.07			
	Wastewater Bond payment for active or disconnected water service 13.04.130(A)(3)	\$20.90			
<b>Fire Department</b>					
Fire Alarm Installation Permit	Re-Inspection Non-technical per hour	\$50.00	10%	\$5.00	\$55.00
	Re-Inspection Technical per hour	\$75.00	7%	\$5.00	\$80.00
Fire Prevention Inspection Report	Application	\$0.00			\$0.00
Fire Suppression System Permit	Application	\$0.00			\$0.00

Hailey Municipal Fee Schedule August 14, 2023

Application Name	Fee Description	FY 2022 Fee Amt	Percentage Increase	Rate Difference	Proposed Rate
Flammable & Combustible Storage Tank Permit	Installation of a permanent aboveground flammable or combustible liquid storage tank (5 years)	\$100.00	5%	\$5.00	\$105.00
Flammable & Combustible Storage Tank Permit	Installation of a belowground flammable or combustible liquid storage tank (5 years)	\$100.00	5%	\$5.00	\$105.00
	Installation of a Liquid Petroleum Gas (LPG) storage tank (125 gal capacity or greater) (5 years)	\$125.00	8%	\$10.00	\$135.00
	Installation of a Liquid Petroleum Gas (LPG) storage tank (125 gal capacity or greater) (1 year)	\$35.00	14%	\$5.00	\$40.00
Flammable & Combustible Storage Tank Permit	Operation of an aircraft-refueling vehicle (5 years)	\$100.00	5%	\$5.00	\$105.00
	Operation of a motor vehicle fuel dispensing station (5 years)	\$125.00	8%	\$10.00	\$135.00
	Operation of a vehicle repair garage (5 years)	\$125.00	8%	\$10.00	\$135.00
Safe and Sane Fireworks Permit Application	Permit Application Fee	\$100.00	5%	\$5.00	\$105.00
	Inspection Fee	\$50.00	10%	\$5.00	\$55.00
	Clean-up Bond	\$100.00	5%	\$5.00	\$105.00
Commercial Kitchen Grease Hood & Chemical Fire Suppression System Permit	Permit Fee/Hood	\$125.00	8%	\$10.00	\$135.00
Flammable & Combustible Liquid Spraying Operation Permit	Permit Fee (5 year permit)	\$125.00	8%	\$10.00	\$135.00
Large Membrane Permit, Canopy or Tents	Permit Fee (5 year permit)	\$125.00	8%	\$10.00	\$135.00
	Permit Fee (1 time permit)	\$35.00	14%	\$5.00	\$40.00
<b>Police Facility Events</b>					
Hourly Police Rates	See Administrative Fee Schedule				
Event Application		\$100.00	5%	\$5.00	\$105.00
	Security and Cleaning Deposit	\$500.00	5%	\$25.00	\$525.00
Standard Daily Rate	Standard Daily Fee (Weekdays 8am-5pm)	\$200.00	5%	\$10.00	\$210.00

Hailey Municipal Fee Schedule August 14, 2023

Application Name	Fee Description	FY 2022 Fee Amt	Percentage Increase	Rate Difference	Proposed Rate
	Standard Half-Day Fee (Weekdays 4hrs max)	\$150.00	7%	\$10.00	\$160.00
	Kitchen and/or Concessions	\$75.00	7%	\$5.00	\$80.00
	Local Option Tax Permit Application	\$0.00			\$0.00
	Amplified Sound Permit Application	\$0.00			\$0.00
Non-Profit Fees/Daily Rates	Event Application	\$50.00	10%	\$5.00	\$55.00
	Security and Cleaning Deposit	\$250.00	6%	\$15.00	\$265.00
	Standard Daily Fee (Weekdays 8am-5pm)	\$100.00	5%	\$5.00	\$105.00
	Standard Half-Day Fee (Weekdays 4hrs max)	\$75.00	7%	\$5.00	\$80.00
	Kitchen and/or Concessions	\$50.00	10%	\$5.00	\$55.00
	Local Option Tax Permit Application	\$0.00			\$0.00
	Amplified Sound Permit Application	\$0.00			\$0.00
Government Emergency Organization Daily Rates	Event Application	\$25.00	20%	\$5.00	\$30.00
	Security and Cleaning Deposit	\$150.00	7%	\$10.00	\$160.00
	Standard Daily Fee (Weekdays 8am-5pm)	\$75.00	7%	\$5.00	\$80.00
	Standard Half-Day Fee (Weekdays 4hrs max)	\$50.00	10%	\$5.00	\$55.00
	Kitchen and/or Concessions	\$25.00	20%	\$5.00	\$30.00
	Local Option Tax Permit Application	\$0.00			\$0.00
	Amplified Sound Permit Application	\$0.00			\$0.00
	<i>6% Sales Tax All daily facility rental fees are subject to 6% Idaho State Sales Tax</i>				
<b>Hailey Arena</b>					
Event Application		\$150.00	7%	\$10.00	\$160.00
	Security and Cleaning Deposit	\$1,000.00	5%	\$50.00	\$1,050.00
Standard Daily Rate	Rental - Setup Day	\$500.00	5%	\$25.00	\$525.00
	Rental - 1 Day Event	\$1,500.00	5%	\$75.00	\$1,575.00
	Rental - 2+ Day Event	\$1,250.00	5%	\$65.00	\$1,315.00
	Rental - Tear Down Day	\$500.00	5%	\$25.00	\$525.00
	Concession A	\$125.00	8%	\$10.00	\$135.00
	Concession B	\$125.00	8%	\$10.00	\$135.00
	Livestock/Animals	\$300.00	5%	\$15.00	\$315.00
	Exclusive Advertising Rights	\$250.00	6%	\$15.00	\$265.00
	Alcohol Beverage Catering Permit	\$20.00	25%	\$5.00	\$25.00

Hailey Municipal Fee Schedule August 14, 2023

Application Name	Fee Description	FY 2022 Fee Amt	Percentage Increase	Rate Difference	Proposed Rate
	Local Option Tax Permit	\$0.00			\$0.00
	Amplified Sound Permit	\$0.00			\$0.00
	Youth Event Rental	\$0.00			\$0.00
First-Time Event, <500 Attendees	Rental - Setup Day	\$500.00	5%	\$25.00	\$525.00
	Rental - 1 Day Event	\$750.00	5%	\$40.00	\$790.00
	Rental - 2+ Day Event	\$625.00	6%	\$35.00	\$660.00
	Rental - Tear Down Day	\$500.00	5%	\$25.00	\$525.00
	Concession A	\$125.00	8%	\$10.00	\$135.00
	Concession B	\$125.00	8%	\$10.00	\$135.00
	Livestock/Animals	\$300.00	5%	\$15.00	\$315.00
	Exclusive Advertising Rights	\$250.00	6%	\$15.00	\$265.00
	Alcohol Beverage Catering Permit	\$20.00	25%	\$5.00	\$25.00
	Local Option Tax Permit	\$0.00			\$0.00
	Amplified Sound Permit	\$0.00			\$0.00
	Youth Event Rental	\$0.00			\$0.00
Non-Profit Fees/Daily Rates	Rental - Setup Day	\$250.00	6%	\$15.00	\$265.00
	Rental - 1 Day Event	\$750.00	5%	\$40.00	\$790.00
	Rental - 2+ Day Event	\$625.00	6%	\$35.00	\$660.00
	Rental - Tear Down Day	\$250.00	6%	\$15.00	\$265.00
	Concession A	\$62.50	12%	\$7.50	\$70.00
	Concession B	\$62.50	12%	\$7.50	\$70.00
	Livestock/Animals	\$150.00	7%	\$10.00	\$160.00
	Exclusive Advertising Rights	\$125.00	8%	\$10.00	\$135.00
	Alcohol Beverage Catering Permit	\$20.00	25%	\$5.00	\$25.00
	Local Option Tax Permit	\$0.00			\$0.00
	Amplified Sound Permit	\$0.00			\$0.00
	Youth Event Rental	\$0.00			\$0.00
<b>Clerk</b>					
Hourly Staff Rates	See Administrative Fee Schedule				
Public Records Request	<p>Pursuant to Idaho Code § 74-102(10)(a)&amp;(b), Except for fees that are authorized or prescribed under other provisions of Idaho law, no fee shall be charged for the first two (2) hours of labor in responding to a request for public records, or for copying the first one hundred (100) pages of paper records that are requested. If the request meets the following criteria, actual labor and copying costs may be recovered if:</p> <ul style="list-style-type: none"> <li>-The request is for more than one hundred (100) pages of paper records; or</li> <li>-The request includes records from which nonpublic information must be deleted; or</li> <li>-The actual labor associated with responding to requests for public records in compliance with the provisions of chapter 74-102(10)(b), exceeds two (2) person hours.</li> </ul>				

Hailey Municipal Fee Schedule August 14, 2023

Application Name	Fee Description	FY 2022 Fee Amt	Percentage Increase	Rate Difference	Proposed Rate
	8.5"x11" Single-sided, black and white	\$0.06			
	8.5"x11" Single-sided, color	\$0.25			
	8.5"x14" Single-sided, black and white	\$0.06			
	8.5"x14" Single-sided, color	\$0.30			
	8.5"x11" Double-sided, black and white	\$0.11			
	8.5"x14" Double-sided, black and white	\$0.11			
	11"x17" Single-sided, black and white	\$0.15			
	11"x17" Single-sided, color	\$0.45			
	11"x17" Double-sided, black and white	\$0.20			
Dog Licenses	Sterilized dog	Fees established by Mountain Humane			
	Unsterilized dog				
	Sterilized dog, owned by senior citizen over 65 years old				
	Sterilized dog, owned by senior citizen over 65 years old				
<b>Administrative Fee Schedule</b>					
Labor Rate \$/hr	City Attorney	\$135.00	30%	\$40.00	\$175.00
	City Administrator / Engineer / Emergency Services Chiefs	\$60.00	42%	\$25.00	\$85.00
	City Clerk/Treasurer/Division Managers	\$50.00	30%	\$15.00	\$65.00
	Administrative Staff	\$30.00	33%	\$10.00	\$40.00
	Police / Fire Crews	\$45.00	11%	\$5.00	\$50.00
	Public Works and Dept. Staff	\$40.00	25%	\$10.00	\$50.00
	Legal and Outside Consultants	New Proposed Fee			

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