

**AGENDA OF THE
HAILEY CITY COUNCIL MEETING
Monday October 23, 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 317](#) Motion to approve Resolution 2023-124, authorizing contract with Syringa Networks for internet at city hall and police station, renewing a 3-year contract for faster speed and \$200 less per month **ACTION ITEM**..... 1
- [CA 318](#) Motion to approve Resolution 2023-125, authorizing the mayor’s signature on an Addendum to the Contract for Services Agreement with Agnew::Beck for the development of a Housing Needs Assessment and a Growth Projections Memorandum for utilization by the Community Development and Public Works Departments **ACTION ITEM** 7
- [CA 319](#) Motion to approve Resolution 2023-126, authorizing an annual lease renewal for the Visitor Center to the Wood River Chamber **ACTION ITEM**..... 21
- [CA 320](#) Consideration of Resolution 2023-127, authorizing the Mayor to sign a Grant of License and Alley Maintenance Agreement allowing adjacent property owners to pave and maintain a portion of alley in Hailey Townsite. **ACTION ITEM** 34
- [CA 321](#) Motion to adopt Resolution 2023-128, authorizing a Memorandum of Understanding between Blaine County and the City of Hailey for snow removal services. **ACTION ITEM** 48
- [CA 322](#) Motion to approve Resolution 2023-129, authorizing the mayor’s signature on seven IDWR applications to place surface water right numbers 37-22773, 37-22774, 37-22775, 37-22776 (four water rights associated with Northridge) and 37-22311, 37-22316, 37-22321 (three water rights associated with Old Cutters) into the Water Supply Bank. **ACTION ITEM** 54
- [CA 323](#) Motion to reject bid for the Quigley Road Bike Path project and re-advertise at a later date. **ACTION ITEM** ... 96
- [CA 324](#) Motion to approve Resolution 2023-130, authorizing a contract for services with Blaine County School District for the City to provide School Resource Officers during the school year **ACTION ITEM** 98
- [CA 325](#) Motion to approve Resolution 2023-131, declaring surplus property and authorizing proper disposal or sale of said property **ACTION ITEM** 106
- [CA 326](#) Motion to approve minutes of October 10, 2023 and to suspend reading of them **ACTION ITEM** 109
- [CA 327](#) Motion to approve claims for expenses incurred during the month of September 2023, and claims for expenses due by contract in October, 2023 **ACTION ITEM** 116
- [CA 328](#) Motion to approve unaudited Treasurer’s report for the month of September 2023 **ACTION ITEM** 147

MAYOR’S REMARKS:

MR 000

APPOINTMENTS & AWARDS

[AA 329](#) Consideration of Resolution 2023-____, the reappointment of Library Board Member T. Green **ACTION ITEM** ... 156

PUBLIC HEARING:

[PH 330](#) Consideration of First Reading of Ordinance No. 1335, an Ordinance Authorizing the Issuance and Providing for the Sale of Wastewater Revenue Bonds, Series 2023 **ACTION ITEM** 159

[PH 331](#) Public Hearing on Resolution 2023-____, establishing a rate increase with Clear Creek Disposal for commercial and residential solid waste/curbside recycle rates based on several key inflationary factors (fuel, labor, landfill costs). Residential and commercial rate increases are proposed at 2.85% **ACTION ITEM** 265

[PH 332](#) Consideration of Resolution 2023-____, amending Section 5.c of Resolution 2022-103, Clear Creek Franchise Agreement regarding Hold Back provision. **ACTION ITEM**296

[PH 333](#) Consideration of a capital project pursuant to Title 18, Mobility Design, consisting of construction for approximately 1,400 linear feet of an asphalt, multiuse bicycle/pedestrian pathway, ten (10) feet in width, to be located along the northern side of Quigley Road and commencing on the eastern end of the recently completed Sunbeam Subdivision pathway then proceeding easterly toward the Quigley Farms Subdivision. The project is currently planned to be ten (10) feet north of the existing pavement within public right-of-way. Actual pathway location may be modified based on public input and the public hearing process. The proposed asphalt pathway will also include minor drainage improvements. The existing 28' (+/-) roadway may be narrowed to 24' of asphalt as a possible design alternative. This project was previously discussed by the City Council on June 13th, August 28th, and September 25th, 2023. **ACTION ITEM**312

OLD BUSINESS:

[OB 334](#) 3rd Reading of Ordinance No. 1333 – Annexation of 55-foot section of Quigley Road **ACTION ITEM**..... 322

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 - 1336 Next Resolution Number- 2023-132

AGENDA ITEM SUMMARY

DATE: 10/23/2023 **DEPARTMENT:** Admin **DEPT. HEAD SIGNATURE:** HD

SUBJECT:

Motion to approve Resolution 2023-_____ authorizing contract with Syringa for wireless connection to the Blaine County Annex building.

AUTHORITY: ID Code 50.1001-1007 IAR _____ City Ordinance/Code

(IFAPPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

Since 2019 the City has utilized fiber wireless internet to the Blaine County Annex building. The attached Resolution and contract with Syringa increases internet speed from 100 mbps to 250 mbps at both buildings, City Hall and Police Station at 311 E. Cedar Street, for 3 year term. Cost per month is \$200 less than what we are currently paying, new rate for both is \$1,400. 2019 terms were City Hall \$750/month and HPD \$850/month.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IFAPPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to approve Resolution 2023-_____, authorizing 3 year contract with Syringa for wireless connection to the Blaine County Annex building.

ACTION OF THE CITY COUNCIL:

Date _____

City Clerk _____

FOLLOW-UP:

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

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY
AUTHORIZING THE EXECUTION OF A CONTRACT WITH SYRINGA FOR FIBER
TO THE HAILEY CITY HALL AND POLICE DEPARTMENT BUILDINGS FOR \$1,400
PER MONTH, \$200 LESS THAN CURRENT CONTRACT.**

WHEREAS, the City Council of the City of Hailey wish to allow the renew contract for use of wireless communications equipment upon City and County facilities to improve communications;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HAILEY, IDAHO, that the City of Hailey approves the CONTRACT WITH Syringa and that the Mayor is authorized to execute the attached document.

Passed this 23rd day of October, 2023.

City of Hailey

Martha Burke, Mayor

ATTEST:

Mary Cone, City Clerk



Exhibit A

ADMINISTRATIVE INFORMATION

CONTRACT STATUS

New MSA MSA on File Standard Terms
 RFP Terms _____

ORDER DETAIL

Type: Change ReTerm
Existing Circuit ID for Change Order: _____

CUSTOMER INFORMATION

Customer Name: City of Hailey			
Order Contact: Lisa Horowitz	Phone: +1 208-788-4221	Ext:	E-mail: Lisa.horowitz@haileycityhall.org
Tech/Design Contact: Todd Mandeville	Phone: +1 208-720-5954	Ext:	E-mail: tmandeville@ketchumcomputers.org
Billing Contact: Lisa Horowitz	Phone: +1 208-788-4221	Ext:	E-mail: Lisa.horowitz@haileycityhall.org
Billing Address: 115 S MAIN ST HAILEY ID, 83333			
Customer Requested Due Date: 11/8/2023			

Note: Syringa Network's Point of Demarcation is the copper or fiber port handoff on Syringa Networks' premise equipment.

FUSF: Due to direction from USAC, customers of Syringa Networks are required to identify the percentage of interstate traffic that rides each circuit purchased. The percentage of interstate usage, commonly known as PIU, shall be designated as either: Less than 10% or Greater than 10%. Interstate telecommunications traffic includes, but is not limited to; broadband internet access, wireless telephony, including cellular and personal communication services (PCS); paging and messaging services; dispatch services; mobile radio services; operator services; access to interexchange service; special access; wide area telecommunication services (WATS); subscriber toll-free services; 900 services; message telephone services (MTS); telex; telegraph; video services; satellite services; and interconnected VOIP services", and are subject to the FUSF Surcharge. Please review the services and percentages listed on the attached Addendum. By signing below customer warrants that the FUSF PIU selected for each service is correct.

TOTAL PRICING AND CHARGES	
Current Monthly Recurring	\$1,600.00
New Monthly Recurring	(\$200.00)
Total Monthly Recurring	\$1400.00
Non-Recurring Charges	\$0.00

Customer hereby makes this Transport Service Order as more particularly set forth on the attached Addendum, pursuant to the Syringa Networks Standard Terms and Conditions set forth at https://www.syringanetworks.net/support/terms_and_conditions or Master Services Agreement by and between the parties. Desired Installation Date is subject to Syringa Networks internal provisioning intervals, which are specific to service type and facility availability. Provisioning interval begins after receipt of all required documentation. Orders will not be considered complete until Customer has provided all required information. Customer is subject to a 30 day disconnect interval upon receipt of disconnect order. The Contract Term will automatically renew on a month-to-month basis unless one Party provides the other with written notice of its intent not to renew it at least sixty (60) days prior to the end of the initial term or at least thirty (30) days prior to the end of any renewal term. Customer warrants that the individual listed below has full and complete authority to bind Customer. By execution hereof, if Customer has not entered into a Master Services Agreement with Syringa Networks, Customer acknowledges that Customer has read and agrees to abide by the Standard Terms and Conditions set forth at https://www.syringanetworks.net/support/terms_and_conditions as amended from time to time. This Exhibit A and the attached Addendum will be deemed valid and binding upon the Parties upon commencement and acceptance of the Services ordered pursuant hereto, whether or not signed by Syringa Networks.

Syringa Networks, LLC. Company: City of Hailey

Signature: _____ Signature: _____

Printed Name: _____ Printed Name: _____

Title: _____ Title: _____

Date: _____ Date: _____



Addendum to Exhibit A

CARRIER CUSTOMERS ONLY

SYRINGA NETWORKS USE ONLY

CIC/OCN Code: _____
 FOC Requested DLR Requested LOA Requested

Related Order(s):
 Form Completed By: Gary Welch

REMARKS: PLEASE PROVIDE A NARRATIVE DESCRIPTION OF THE SERVICE ORDERED

250Mb Internet upgrade/reterm on 36 month term.

SERVICES ORDERED BY THE CUSTOMER THAT SYRINGA NETWORKS WILL SUPPLY							
Service Description	SERVICE TERM	LOCATION A	LOCATION Z	FUSF PIU	NEW MRC	TOTAL MRC	TOTAL NRC
250 Mbps Internet w/30 IP Block - Hailey, ID-Hailey,ID (219 S First)	36	SYRINGA NETWORKS 410 E CROY ST HAILEY, ID, 83333 43.521, -114.310	219 S 1ST AVE HAILEY, ID, 83333	<10%	(\$50.00)	\$700.00	\$0.00
250 Mbps Internet w/29 IP - Hailey, ID- Hailey,ID (311 CEDAR ST HAILEY)	36	SYRINGA NETWORKS 410 E CROY ST HAILEY, ID, 83333 43.521, -114.310	311 E CEDAR ST HAILEY, ID, 83333 43.51466, -114.3058	<10%	(\$150.00)	\$700.00	\$0.00
Totals:					(\$200.00)	\$1,400.00	\$0.00

Trouble Reporting & Status Procedure

Report Service Interruption or Service-Related Issue:

Contact: **24-Hour Network Operations Center** **(800) 454-7214**
noc@syringanetworks.net

Please provide: Circuit ID (CID)
Provide your CID and details regarding the trouble/service interruption.
A NOC Technician will provide you with a Trouble Ticket Number.

Check Status of Reported Service Interruption or Issue:

Contact: **24-Hour Network Operations Center** **(800) 454-7214**
noc@syringanetworks.net

Please provide: Trouble Ticket Number

Escalate Service Interruption or Issue:

Level 1: **24-Hour Network Operations Center** **(800) 454-7214**
After initial contact if you do not receive an update within 60 minutes, escalate to Level 2A or 2B depending upon time of day and day of week.

Level 2A: **NOC Manager – Jeremy Paul** **(602) 423-1132**
Business Hours
Monday-Friday, 7:00 am-6:00 pm MDT/MST.
If you do not receive an update within 30 minutes, contact On-Call Manager.

Level 2B: **On-Call Manager** **(208) 229-6101**
After Hours
After business hours, and weekends and holidays.
If you do not receive an update within 30 minutes, escalate to Level 3.

Level 3: **Director of Engineering – Jonathan Goodwin** **(208) 871-3056**

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 10/23/2023

DEPARTMENT: CDD

DEPT. HEAD SIGNATURE: RD

SUBJECT: Motion to approve Resolution 2023- _____ authorizing the mayor’s signature on an Addendum to the Contract for Services Agreement with Agnew::Beck for the development of a Housing Needs Assessment and a Growth Projections Memorandum for utilization by the Community Development and Public Works Departments.

AUTHORITY: x ID Code 50-301 IAR _____ City Ordinance/Code HMC
(IFAPPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED: The City of Hailey has been working with Agnew::Beck in the collection and compilation of data, which has been used to evaluate the spectrum of housing needs in Hailey – for the purposed of developing a **Housing Needs Assessment**, as well as the curation of a **Growth Projections Memorandum**, to be utilized for infrastructure and future master planning purposes.

The Council approved a Contract for Services outlining such work, including the overall cost to implement, in January 2023. The City has since requested additional work from Agnew::Beck – which includes development of a final report of the collected data, staff training, and housing presentations to both the Council and the Housing Committees. An Addendum to the Contract for Services is attached hereto.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

Budget Line Item # _____ YTD Line-Item Balance \$ _____
Estimated Hours Spent to Date: _____ Estimated Completion Date: _____
Staff Contact: Robyn Davis Phone #: 208.788.9815 ext. 2015.

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IFAPPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD: Motion to approve Resolution 2023- _____ authorizing the mayor’s signature on an Addendum to the Contract for Services Agreement with Agnew::Beck for the development of a Housing Needs Assessment and a Growth Projections Memorandum for utilization by the Community Development and Public Works Departments.

FOLLOW-UP REMARKS:

CITY OF HAILEY
RESOLUTION NO. 2023-_____

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY
AUTHORIZING THE EXECUTION OF AN ADDENDUM TO THE CONTRACT FOR
SERVICES AGREEMENT WITH AGNEW::BECK TO COLLECT, COMPILE, AND
ANALYZE DATA TO INFORM A HOUSING NEEDS ASSESSMENT AND GROWTH
PROJECTIONS MEMORANDUM TO BE UTILIZED BY THE COMMUNITY
DEVELOPMENT AND PUBLIC WORKS DEPARTMENTS**

WHEREAS, the City of Hailey desires to approve the Addendum to the Contract for Services Agreement with AGNEW::BECK under which the consultant will collect, compile, and analyze data to inform a Housing Needs Assessment and Growth Projections Memorandum to be utilized by the Community Development and Public Works Departments.

WHEREAS, the City of Hailey and AGNEW::BECK have agreed to the terms and conditions of the Addendum to the Contract for Services Agreement, a copy of which is attached hereto.

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

Passed this _____ day of _____ 2023.

City of Hailey

Martha Burke, Mayor

ATTEST:

Mary Cone, City Clerk

**City of Hailey Housing Needs Assessment and Growth Projection
Professional Services Agreement**

Amendment #1

Articles Three and Five shall be changed as follows:

ARTICLE THREE: Term; Project Schedule

3.1 The term of this agreement shall begin on January 23, 2023 and shall continue until **October 31, 2023.**

ARTICLE FIVE: Compensation

5.1 Total compensation under this contract will be a not-to-exceed amount of **\$29,645** according to the following:
\$23,410 original contract not-to-exceed amount executed January 24, 2023
\$ 6,235 authorized pursuant to Amendment #1 (this amendment)

Specific steps and deliverables for this work are outlined in the scope, attached as Attachment A.

All other elements of this contract remain the same.

City of Hailey

Agnew::Beck Consulting, Inc.

Signature

Signature

By: printed name
Title:
Date:

By: printed name
Title:
Date:

Attachment A:

City of Hailey Housing Needs Assessment and Growth Projections <i>Update as of 08.08.2023</i>	Total	Anticipated timeline
NEW Task 4: Final Document Production and Presentations Task 4.1 Finalize Housing Needs Assessment and Growth Scenarios as two separate final reports. Task 4.2 Prepare presentations and present final findings to housing committee and City Council Task 4.3 Final project closedown and file handoff. Provide a 1 hour training to City staff on model updates and maintenance.	\$6,235 \$3,190 \$2,610 \$435	August-October 2023

CITY OF HAILEY
RESOLUTION NO. 2023-011

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY
AUTHORIZING THE EXECUTION OF A CONTRACT FOR SERVICES
AGREEMENT WITH AGNEW::BECK TO COLLECT, COMPILE, AND ANALYZE
DATA TO INFORM A HOUSING NEEDS ASSESSMENT AND GROWTH
PROJECTIONS MEMORANDUM TO BE UTILIZED BY THE COMMUNITY
DEVELOPMENT AND PUBLIC WORKS DEPARTMENTS**

WHEREAS, the City of Hailey desires to enter into a Contract for Services Agreement with AGNEW::BECK under which the consultant will collect, compile, and analyze data to inform a Housing Needs Assessment and Growth Projections Memorandum to be utilized by the Community Development and Public Works Departments.

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

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

Passed this 23^d day of January 2023.

City of Hailey



Martha Burke, Mayor

ATTEST:



Mary Cone, City Clerk



INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT ("Agreement") is made and entered into this 24th day of January, 2023, by and between the City of Hailey ("City") and Agnew::Beck ("Contractor").

RECITALS

- A. City is a municipal corporation and political subdivision of the State of Idaho and has authority to enter into a contract for services with Contractor.
- B. Agnew::Beck is doing business in the State of Idaho and who wishes to work for the City as a contract Community Development/Public Works Consulting Firm.
- C. Subject to the terms and conditions set forth herein, the parties hereto are desirous of entering into an independent contractor agreement with Contractor providing services as a contract Community Development/Public Work Consulting Firm.

AGREEMENT

In consideration of the mutual covenants and promises, which the parties set forth below, City and Contractor agree as follows:

1. Work. City hereby engages Contractor and Contractor hereby accepts the engagement to perform the tasks described in paragraph 3 of this Agreement for City subject to the terms and conditions of this Agreement.

2. Term. This Agreement shall have a term of approximately eight (8) consecutive months and shall commence on 24th day of January, 2023, and terminate on 30th day of August, 2023.

3. Duties.

3.1 General Duties of the Parties. Contractor agrees as part of their duties under this Agreement to utilize their best efforts, to faithfully perform their duties to the best of their ability, and to perform the tasks requested by the Hailey Community Development Director and Public Works Director.

3.2 Specific Duties. Contractor agrees as part of their duties under this Agreement that Contractor shall:

- a) Collect data pertinent to housing and local demographics in Hailey. Information includes but is not limited to: Demographics and Census Data, Economic Factors, Housing Data, and Solutions.
- b) Compile and analyze data in a way the helps the City understand and devise a plan to address the current and long-term housing needs of its

citizenry.

c) Collect data pertinent to wastewater projections. Information includes, but is not limited to: Historic Population, Existing Population, 20 Year Population Projections, 50 Year Population Projections, Growth – Anticipated Expansion Areas, and Growth – Anticipated Infill Areas.

d) Compile, analyze, and prepare a memo pertinent to data collected.

4. Consideration. City agrees to pay Contractor for the services described in paragraphs 3.2(a-d) of this Agreement, and as shown below:

City of Hailey Housing Needs Assessment and Growth Projections <i>Estimate as of 01.18.2023</i>	Total	Anticipated timeline
Task 1: Project Team Meetings and Ongoing Management	\$1,460	Ongoing throughout project contract
Task 1.1 Regular Project Team Meetings and Progress Reports	\$1,460	
Task 2: Growth Projections Memorandum	\$9,370	February-March 2023
Task 2.1 Population and Growth Trends Analysis	\$2,080	
Task 2.2 Population Projections (20- and 50-Year Timelines)	\$1,890	
Task 2.3 Potential Growth Zones and Infill Areas Analysis	\$5,400	
Task 3: Housing Needs Assessment Tools	\$12,530	February-April 2023
Task 3.1 Review Existing Plans and Documents	\$1,080	
Task 3.2 Collect and Analyze Community Data	\$5,940	
Task 3.3 Produce Housing Needs Assessment and Findings Report	\$5,510	
Expenses • Travel, Zoom/phone, printing/copying, supplies, etc.	\$50	
Project Total	\$23,410	

This estimate is good for 90 days from the date of receipt.

The City will not pay normal expenses required by the Contractor to operate as an independent contractor (e.g., computer hardware, software and maintenance, local phone call expenses and stationery). Where necessary, Contractor shall submit monthly billings for Contractor’s services, attendance at public meetings and expenses by the 5th day of the following month and City shall pay the amount due in full by the 25th day of that month. Contractor shall, at their expense, be solely responsible for the payment of insurance required by law, such as worker’s compensation or unemployment insurance. City is not responsible to provide Contractor with any health insurance, life insurance, disability insurance, or other such fringe benefits, such as sick leave, vacation time or compensatory time. City is not responsible to withhold from Contractor’s compensation amounts for federal and state income tax, FICA, or Medicare.

5. Termination.

5.1 Termination by City. The parties agree that this Agreement may be terminated by the City without “cause” at any time upon ten (10) days’ notice to

Contractor.

5.2 Termination by Contractor. The parties agree that this Agreement may be terminated by Contractor without "cause" at any time upon ten (10) days' notice to City.

6. Relationship. The parties agree that their relationship is an independent contractor relationship, and not that of Employer and Employee.

7. Miscellaneous Provisions.

7.1 Notices. All notices and demands of any kind which either party hereto may be required or desires to serve upon the other party under the terms of this Agreement shall be in writing and shall be served upon such other party by personal service upon such other party, or by leaving a copy of such notice or demand at the address hereinafter set forth, whereupon service shall be deemed complete, or by mailing a copy thereof by certified or registered mail, airmail if the address is outside the state in which the same is mailed, postage prepaid, with return receipt requested, addressed as follows:

If to City: City Clerk
 Hailey City Hall
 115 Main Street South, Suite H
 Hailey, Idaho 83333

If to Contractor: Agnew::Beck
 802 West Bannock Street, Suite 305A
 Boise, Idaho 83702

In case of service by mail, it shall be deemed complete on the day of actual delivery as shown on the addressee's registry of certification receipt or at the expiration of the third day after the date of mailing, whichever first occurs. The addresses to which notices and demands shall be delivered or sent may be changed from time to time by notice served as hereinabove provided by either party upon the other party.

7.2 Attorney Fees. If a dispute should arise between the parties regarding the interpretation, validity or enforcement of this Agreement, the prevailing party shall be entitled to recover from the other party its attorney's fees and costs incurred in such dispute, whether or not litigation is commenced, and on any appeals.

7.3 Successors and Assigns. This Agreement shall be binding and shall inure to the benefit of the parties hereto and their respective successors in interest.

7.4 Binding Effect. The rights and obligations of the parties hereunder shall inure to the benefit of and shall be binding upon their respective successors and legal representatives. If any provision of this Agreement is judicially determined to be invalid or unenforceable, the remainder of the Agreement shall, nonetheless, remain valid and enforceable.

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

7.6 Entire Agreement. This Agreement contains the entire agreement between

City and Contractor concerning employment. It may not be changed orally but only by an agreement in writing signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Independent Contract Agreement as of the 23rd day of January, 2023.

“CITY”

CITY OF HAILEY, a political subdivision
of the State of Idaho

By Martha Burke
Martha Burke, Mayor



“CONTRACTOR”

Ellen Campfield Nelson
Agnew::Beck, Consulting Firm
Ellen Campfield Nelson
Principal / Owner
1/18/2023



City of Hailey Housing Needs Assessment and Growth Projections Proposed Scope of Services

Task 1: Project Team Meetings and Ongoing Management *(January-March 2023)*

Key deliverables from Task 1: (1) Updated and refined scope of work and schedule. Monthly progress reports.

1.1 Regular Project Team Meetings and Progress Reports

Meet with City team to refine scope and timeline, transfer documents and information, and clarify roles. Meet regularly (approximately bi-weekly) to check-in on progress and adjust tasks, schedule and deliverables, as needed, throughout the project period.

Task 2: Growth Projections Memorandum *(February-March 2023)*

Key deliverables from Task 2: (1) Population and Historic Growth Trends Data Workbook in Excel. (2) 20- and 50-year population and housing projection scenarios. Optional assessment of potential growth and infill areas summary memorandum/map.

2.1 Population and Growth Trends Analysis

Agnew Beck will analyze population and historic growth trends for the City of Hailey and desired comparable communities. Analysis will include information about historic population changes, existing population conditions and housing inventory. Data collected will be aggregated into a central workbook for future reference. Sources could include U.S. Census Bureau and American Community Survey, Department of Housing and Urban Development (HUD), Idaho Department of Labor, and locally available data sources (developers, real estate professionals, County Assessor, Blaine County Housing Authority, etc.).

2.2 Population Projections (20- and 50-Year Timelines)

Utilizing the data collected in Task 2.1, Agnew::Beck will create population projection scenarios and outputs. Projections and findings will be shared as a tab in the data workbook and as graphic representations for inclusion in reports and other city communications.

2.3 (Optional) Potential Growth Zones and Infill Areas Analysis

If desired, Agnew::Beck could conduct an analysis of the areas in Hailey that are most likely to see significant growth and change based on our population projections from Task 2.2. This task includes the creation of guiding assumptions that will direct the projected population to specific geographic locations and infill areas. The final output from this task would be the creation of a population distribution map that would show rough population growth projections geographically. This work would likely extend into February and would be conducted after the population projection scenarios have been finalized.

Task 3: Housing Needs Assessment Tools (February-April 2023)

Key deliverables from Task 3: (1) *Housing Needs Analysis Data Workbook in Excel*, (2) *Housing Needs Analysis Memorandum of Findings*, (3) *Housing Bridge Graphic and other visual data representations*.

3.1 Review Existing Plans and Documents

Agnew::Beck will review existing plans and contextual documents to help inform the Housing Needs Assessment. Plans to be reviewed include City of Hailey Comprehensive Plan, Blaine County Comprehensive Plan, and City of Ketchum's Housing Action Plan. This analysis will help us identify additional housing data sources and will be informative in the creation of recommendations in the final needs assessment summary.

3.2 Collect and Analyze Community Data

Agnew::Beck will collect, compile and analyze data related to Hailey's demographics and population, employment and economic indicators, housing inventory, existing conditions and market indicators. Data will be compiled in a Housing Needs Analysis data workbook that will allow the City of Hailey easy access to all collected information for future projects and initiatives. Data findings will be shared in a presentation (PowerPoint) format and will include:

- Demographic and population trends (age, race and ethnicity, income, educational attainment, etc.)
- Economic indicators (employment trends, wage data, jobs and seasonality of employment, a high-level industry analysis, commute trends, etc.)
- Housing inventory (current inventory conditions, age, condition, housing type, number of bedrooms, occupancy, tenure, etc.)
- Housing market data (currently available rental and for-sale inventory, price condition, cost burdened households, inventory by AMI brackets, etc.)

Sources for this analysis could include U.S. Census Bureau and American Community Survey, Department of Housing and Urban Development, Idaho Department of Labor, Idaho LIHTC Property data, and other locally available data sources (developers, real estate professionals, County Assessor, Blaine County Housing Authority, Visit Sun Valley Economic Development, etc.) Agnew::Beck will create a brief data collection plan prior to conducting the data assessment and may request assistance from the City of Hailey to collect some locally available data.

3.3 Compile Housing Needs Assessment and Findings Report

Using the data collected in Task 3.2, Agnew::Beck will produce a short housing needs assessment memorandum that highlights the gaps in Hailey's current and projected housing inventory as it relates to demographic and economic trends. The report will provide relevant information and analysis to help the City of Hailey better understand the current and long-term housing needs of its community and can be used to inform future planning efforts. Additionally, the Housing Needs Assessment and Findings Report will provide a high-level summary of recommendations and housing solutions that could be further explored to help improve housing outcomes for the City of Hailey.

Project Cost

Agnew::Beck proposes a total project cost of \$23,410. The table below shows the overall budget breakdown across the proposed project tasks.

City of Hailey Housing Needs Assessment and Growth Projections <i>Estimate as of 01.18.2023</i>	Total	Anticipated timeline
Task 1: Project Team Meetings and Ongoing Management	\$1,460	Ongoing throughout project contract
Task 1.1 Regular Project Team Meetings and Progress Reports	\$1,460	
Task 2: Growth Projections Memorandum	\$9,370	February-March 2023
Task 2.1 Population and Growth Trends Analysis	\$2,080	
Task 2.2 Population Projections (20- and 50-Year Timelines)	\$1,890	
Task 2.3 Potential Growth Zones and Infill Areas Analysis	\$5,400	
Task 3: Housing Needs Assessment Tools	\$12,530	February-April 2023
Task 3.1 Review Existing Plans and Documents	\$1,080	
Task 3.2 Collect and Analyze Community Data	\$5,940	
Task 3.3 Produce Housing Needs Assessment and Findings Report	\$5,510	
Expenses • Travel, Zoom/phone, printing/copying, supplies, etc.	\$50	
Project Total	\$23,410	

This estimate is good for 90 days from the date of receipt.

Rights to final versions of all materials are transferred to the client upon conclusion of the project. A::B reserves the right to use any and all project materials for educational and marketing purposes. A::B reserves the rights to any draft or conceptual materials developed in the course of the project, or other materials specified in the terms of the contract. A::B reserves the right to move budget between tasks, staff and subcontractors so long as costs do not exceed the total budget. This cost estimate is good for 90 days.

AGENDA ITEM SUMMARY

DATE: 01/23/2023

DEPARTMENT: CDD/PW

DEPT. HEAD SIGNATURE: RD/BY

SUBJECT: Motion to approve Resolution 2023- 011 authorizing the mayor's signature on a Contract for Services Agreement with Agnew::Beck for the development of a Housing Needs Assessment and a Growth Projections Memorandum for utilization by the Community Development and Public Works Departments.

AUTHORITY: x ID Code 50-301 IAR _____ City Ordinance/Code HMC
(IFAPPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED: The City of Hailey is seeking to collaborate with Agnew::Beck in the collection and compilation of data, which will be used to evaluate the spectrum of housing needs in Hailey – aiming to develop a **Housing Needs Assessment**, as well as the curation of a **Growth Projections Memorandum**, to be utilized for infrastructure and future master planning purposes.

The Contract for Services outlining such work, including the overall cost to implement, is attached.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

Budget Line Item # _____ YTD Line-Item Balance \$ _____
Estimated Hours Spent to Date: _____ Estimated Completion Date: _____
Staff Contact: Robyn Davis Phone #: 208.788.9815 ext. 2015

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IFAPPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD: Motion to approve Resolution 2023- 011 authorizing the mayor's signature on a Contract for Services Agreement with Agnew::Beck for the development of a Housing Needs Assessment and a Growth Projections Memorandum for utilization by the Community Development and Public Works Departments.

FOLLOW-UP REMARKS:

1/23 - council approval

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 10/23/23

DEPARTMENT: Admin

DEPT. HEAD SIGNATURE: LH

SUBJECT:

Motion to approve Resolution 2023-_____, authorizing a lease agreement with the Valley Chamber/Hailey Chamber of Commerce for use of the Visitors Center for use.

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

The City renews a lease annually with the Chamber for use of the Welcome Center. The lease is for \$1 per year, and spells out various terms. Over the next year, the Chamber plans to pursue an alternate or additional sign at the entrance to Wertheimer Park, as the current sign is difficult to change, and not highly visible to the public.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to approve Resolution 2023-_____, authorizing lease with The Valley Chamber/Hailey Chamber of Commerce for the Welcome Center.

ACTION OF THE CITY COUNCIL:

Date _____
City Clerk _____

FOLLOW-UP:

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

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

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY
AUTHORIZING THE EXECUTION OF A LEASE WITH HAILEY CHAMBER OF
COMMERCE**

WHEREAS, the City of Hailey desires to enter into a lease agreement with the Hailey Chamber of Commerce (Chamber) under which Chamber will occupy the Welcome Center Building owned by the City of Hailey.

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

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

Passed this 23rd day of October, 2023, with an effective date of October 1, 2023.

City of Hailey

Martha Burke, Mayor

ATTEST:

Mary Cone, City Clerk

LEASE
(Hailey Chamber of Commerce)

This Lease is made this 23rd day of October, 2023, by and between **CITY OF HAILEY**, a municipal corporation (“Lessor”) and **THE VALLEY CHAMBER/HAILEY CHAMBER OF COMMERCE**, an Idaho non-profit corporation (“Lessee”).

RECITALS

A. The Lessor is a municipal corporation and political subdivision of the State of Idaho. Martha Burke is the duly elected and acting mayor of the City of Hailey. By resolution of the Hailey City Council, the Hailey mayor is authorized to execute this Lease.

B. The Lessee is a duly organized and operating non-profit corporation in the State of Idaho. Marlon Peck is the duly elected and acting president of the Lessee. The president of the Lessee is authorized to execute this Lease.

C. Lessor owns real property located at 781 South Main Street, Hailey, Idaho, known as the Welcome Center. The Lessee will lease a portion of the Welcome Center, as depicted on attached **Exhibit “A”** (“Premises”).

D. Pursuant to Idaho Code § 50-1409, the Lessor has authority to lease real property not needed for city purposes, upon such terms as may be just and equitable.

E. Subject to the terms and conditions set forth herein, Lessor is willing and agrees to lease the Premises to Lessee and Lessee is willing and agrees to lease the Premises from Lessor.

AGREEMENT

NOW, THEREFORE, based upon the foregoing recitals which are incorporated in the Lease below as though set forth in full, the parties agree as follows:

1. **Lease Term.** The term of this Lease shall commence on October 1, 2023 (“Commencement Date”) and expire, unless sooner terminated, at midnight on September 31, 2024 (“Lease Term”). Lessee shall be entitled to possession of the Premises from and after the Commencement Date.

2. **Rent.** Lessee shall pay to Lessor as minimum rent for the Premises, in advance on the first day of the Lease Term, without offset or deduction, the sum of One Dollar (\$1.00) per year.

3. **Use of Premises.** The Lessee may use the Premises for purposes which advance the commercial, financial, travel, tourism, industrial, civic and social interests of the City of Hailey. Lessee shall operate and use the Premises in a safe, reasonable and prudent manner, and offer information about the City of Hailey to the public during the Lease Term. To the extent economically feasible, Lessee shall occupy and use the Premises on a full-time, continuous and year-round basis during the Lease Term. Lessee shall use its best efforts to offer affordable information to the public, provided, however, that Lessee shall be entitled to charge usage fees to cover the costs of overhead of the Premises. Lessee may use the premise or its exterior for an Automatic Teller Machine (ATM), and Lessee shall be fully responsible for the security and operations of the ATM. Lessee and its guests, invitees, employees and agents may use the parking area adjacent to the Premises, which may be regulated by Lessor so that parking may be restricted or used exclusively by users other than users of the Premises, in whole or in part, during times of use of the adjacent multi-use arena or skate park (e.g., Fourth of July Rodeo); provided such restrictions shall be communicated to Lessee not less than thirty (30) days in advance of any event and shall be designed so as not to significantly impact the operations of Lessee’s operations. Lessee acknowledges that the parking area adjacent to the Premises shall be unavailable for approximately one week each year in conjunction with the Fourth of July rodeo event. Lessee shall not do nor permit anything to be done in or about the Premises or bring or keep anything in the Premises that will in any way increase the rate of fire insurance upon the building in which the

Premises are situated or permit the emission of any objectionable noise or odor. Lessee shall not perform any acts or carry on any practices that may injure the Premises or the building of which the Premises form a part.

4. Security Deposit. Lessee has on file with the City, a security deposit in the sum of one thousand and no/100 Dollars (\$1,000.00) (“Security Deposit”), receipt of which is hereby acknowledged, to be held by Lessor as security for the faithful performance by Lessee of all the terms, covenants and conditions of this Lease to be kept and performed by Lessee during the Lease Term. This deposit does not limit Lessor’s rights or Lessee’s obligations. Lessee understands that all or a portion of the deposit may be retained by Lessor upon termination of the tenancy and that a refund of any portion of the deposit to the Lessee is conditioned on the following:

a) Lessee shall clean and restore the Premises to its condition at the commencement of this Lease, less normal wear and tear.

b) Lessee shall have remedied or repaired any damage to the Premises to Lessor’s satisfaction.

c) Lessee shall have complied with all of the provisions of this Lease and with such other rules and regulations as the Lessor may deem necessary.

If Lessee defaults with respect to any provision of this Lease, including but not limited to the provisions relating to the payment of rent and any of the monetary sums due herewith, Lessor may (but shall not be required to) use, apply or retain all or any part of the Security Deposit for the payment of any other amount which Lessor may spend by reason of Lessee's default or to compensate Lessor for any other loss or damage which Lessor may suffer by reason of Lessee's default. If any portion of the Security Deposit is so used or applied, Lessee shall, within ten (10) days after written demand therefore, deposit cash with Lessor in an amount sufficient to restore the Security Deposit to its original amount. Lessee's failure to do so shall be a material breach of this Lease. Lessor shall not be required to keep this Security Deposit separate from his general funds, and Lessee shall not be entitled to interest on such deposit. If Lessee shall fully and faithfully perform every provision of this Lease to be performed by it, the Security Deposit or any balance thereof shall be returned to Lessee (or at Lessor's option, to the last assignee of Lessee's interests hereunder) at the expiration of the Lease, and after Lessee has vacated the Premises.

5. Utilities. Lessee shall pay Lessor 50% of charges for electricity, gas, water, security/alarm system, sewer, and trash, rendered or supplied upon or in connection with the Premises. Lessee shall pay Lessor 75% of charges for communication services such as cable utility and wireless services. The Lessor shall forward the utility charges to the Lessee and the Lessee shall pay Lessor its share of utility charges within 30 days of the receipt of the utility charges. Lessee shall enter into its own direct contracts for phone utilities service and shall be solely responsible for 100% of the costs directly associated with those utility expenses and shall indemnify the Lessor against any liability or damages on such account.

6. Insurance.

a) **Liability Insurance Requirements.** The Lessee shall maintain in full force and effect, at its sole cost and expense, during the Lease Term, or holding over period, comprehensive liability insurance, including public liability, property damage and contractual liabilities of the Lessee, written by a responsible insurance company licensed to do business in Idaho, for the purpose of protecting Lessor against liability for loss or damage, for bodily injury, property damage, personal injury, death, and errors and omissions, relating to the use of the Premises. Such policy shall provide insurance against property damage in an amount not less than \$500,000.00 and bodily injury with limits of not less than \$500,000.00 per person and \$1,000,000.00 total for each occurrence; provided, however, the minimum limits of insurance as set forth herein shall be automatically increased at any time the liability limits of Lessor are increased pursuant to the Idaho Tort Claims Act (*Idaho Code Section 6-901 et seq.*).

b) **Workman’s Compensation and Unemployment Insurance.** Lessee shall secure and maintain at least the statutory amounts of worker’s compensation, disability benefits, and unemployment insurance in accordance with the laws of the State of Idaho during the Lease Term.

c) Fire and Casualty Insurance. During the Lease Term, Lessor shall provide and maintain fire and casualty coverage insurance for the Premises. Lessee shall reimburse Lessor for the annual cost of such insurance covering the Premises, which the parties agree is One Hundred and Fifty Dollars and No Cents (\$150.00), which is approximately 50% of the costs of such insurance for the Welcome Center. Lessee shall pay Lessor cost of such insurance on or before the Commencement Date. The cost of such insurance shall be considered additional rent. In the event the Premises are partially or totally destroyed or damaged by fire or other casualty covered by the Lessor's insurance, the Lessee shall pay Lessor any deductible then due under the Lessor's insurance policy within thirty (30) days of receipt of the bill for the deductible.

d) Waiver of Subrogation Rights. No party shall have the right or claim against the Lessor for any losses, damages or injury, including losses, damages or injury to property or persons, including death, and for any loss of use or business interruption, occurring on the Premises (whether caused by the negligence or other fault of the Lessor or the Lessee or their respective agents, employees, subtenants, licensees or assignees or whether caused by negligence or the conditions of the Premises or any part thereof) by way of subrogation or assignment. The Lessee hereby waives and relinquishes any such right. The Lessee shall request Lessee's insurance carrier to endorse all applicable policies waiving the carrier's right of recovery under subrogation or otherwise in favor of the Lessor and provide a certificate of insurance verifying this waiver.

e) Form and Delivery of Policies. The Lessee's certificates of insurance shall name Lessor and its officials, employees and agents as additional named insured and shall be endorsed to specify that such policies cover the liability assumed by Lessee under this Lease. All insurance required by this Paragraph 6 shall be in a form and with companies satisfactory to Lessor and shall provide that it shall not be subject to cancellation, suspension, amendment or termination except after at least thirty (30) days' prior written notice to Lessor. The policy or policies, or duly executed certificates for them, shall be deposited with Lessor within fifteen (15) days after the day on which the Lease Term commences and, upon renewal of such policies, not less than thirty (30) days prior to the expiration of the term of such coverage.

7. Maintenance and Repairs.

a) Lessee's Obligations. Lessee shall, at its sole cost and expense, keep and maintain the interior of the Premises (including, without limitation, all fixtures, plumbing and sewage facilities, heating, ventilation and air conditioning equipment, ice making equipment, interior and exterior walls, doors and windows) in good order, condition and repair, remove all rubbish and refuse therefrom, and replace or repair all electrical fixtures and mechanical, heating and plumbing fixtures and equipment that may be damaged or broken, during the Lease Term. If, after thirty (30) days written notice, Lessee fails to maintain the interior of the Premises in accordance with this paragraph or commence such work, Lessor may make or cause such repairs to be made and Lessee shall immediately pay Lessor for the costs of such maintenance.

b) Lessor's Obligations. Lessor shall, at its sole cost and expense, keep and maintain the restrooms within the Welcome Center, the remainder of the Welcome Center not comprising the Premises, and the public grounds adjacent to the Welcome Center in good order, condition and repair, and remove all snow, rubbish and refuse therefrom, in accordance with the Lessor's policies in effect at the time of removal. Maintenance shall include window-washing twice per year, and power-washing the building exterior once per year.

8. Maintenance of Information Displayed on Werthheimer Park Sign. Lessee shall, at its sole cost and expense, maintain current and accurate event information upon the Werthheimer Park sign located at the vehicular entrance to the Premise. Events shall be displayed in the following order of priority: 1) events to occur at the Werthheimer Park, 2) events of regional interest to occur within the City of Hailey, 3) events of community interest to occur within the City of Hailey, 4) events of community interest to occur within the facilities of the Blaine County School District, and 5) events that directly advance the commercial, financial, tourism, industrial, civic and social interest of any Hailey-owned businesses or non-profits within the Wood River Valley that don not directly compete with any of the uses listed in 1-4. Lessee may pursue an alternate or additional sign that better serves the needs listed herein.

9. Alterations and Improvements.

a) Conditions for Alterations. Lessee shall have the right to make changes, alterations or additions to the Premises only on the following conditions:

(i) No change, alteration or addition shall at any time be made which shall impair the structural soundness or diminish the value of the Premises.

(ii) No change, alteration or addition impacting the exterior or impacting the use or function of the interior shall be made without the prior written consent of the Lessor, such consent not to be unreasonably withheld.

(iii) No change, alteration or addition shall be undertaken until the Lessee shall have procured and paid for all required municipal and other governmental permits and authorizations of the various municipal departments and governmental subdivisions having jurisdiction.

(iv) All work done in connection with any change, alteration or addition shall be done in accordance with the Lessor's consent, in a good and workmanlike manner and in compliance with the building and zoning laws, and with all other laws, ordinances, orders, rules, regulations and requirements of all federal, state and municipal governments, and the appropriate departments, commissions, boards and officers thereof, and in accordance with the orders, rules and regulations of the board of fire underwriters or any other body now or hereafter constituted exercising similar functions, and the Lessee shall procure certificates of occupancy and other certificates required by law.

(v) At all times when any change, alteration or addition is in progress, there shall be maintained, at Lessee's expense, workman's compensation insurance in accordance with law covering all persons employed in connection with the change, alteration or addition, and general liability insurance for the mutual benefit of the Lessee and the Lessor expressly covering the additional hazards due to the change, alteration or addition.

b) Expiration of Lease Term. All alterations, improvements, additions or fixtures, including trade fixtures, annexed or affixed to the Premises, including the floors, walls or ceilings, which cannot be removed without further damage to the Premises, shall be the property of Lessor at the end or sooner termination of the Lease Term, and surrendered with the Premises as a part of the Premises, without disturbance, molestation, or injury. However, if any of the alterations, improvements, additions, or fixtures, including trade fixtures, can be removed without damage to the Premises, these improvements shall be the property of the Lessee, so long as the Premises are in the same condition, except for normal wear and tear, as found at the beginning of the Lease Term. Notwithstanding any provision in this Lease to the contrary, any floor covering that is cemented or otherwise affixed or annexed to the floor of the Premises shall become the property of Lessor at the end or sooner termination of the Lease Term.

c) Lien. Lessee shall pay, when due, all sums of money that may become due or purportedly due for any labor, services, materials, supplies or equipment alleged to have been furnished to or for Lessee in, at, upon, or about the Premises and which may be secured by any mechanic's, materialmen's or other lien against the Premises or Lessor's interest in the Premises, and Lessee shall cause each such lien to be fully discharged and released at the time performance of the obligations secured matures or becomes due. Lessee shall indemnify, defend and hold Lessor harmless against liability for any liens, claims or expenses, including attorney's fees, which may arise as a result of any work on the Premises, which indemnification shall survive the termination or expiration of this Lease.

10. Damage or Destruction.

a) Lessor's Obligation if Fully Insured. If the Premises are partially or totally destroyed or damaged by fire or other casualty so as to become partially or totally untenable and the Premises are fully insured and covered under full standard extended risk insurance, the Premises shall be repaired or rebuilt as speedily as possible at the expense of Lessor with the insurance proceeds. Should there be a substantial interference with Lessee's activities due to such damage or destruction, the parties agree that there shall not be any abatement of rent while the Premises are repaired or rebuilt.

b) Lessor's Obligation if Not Fully Insured. If the Premises are partially or totally destroyed or damaged by fire or other casualty so as to become partially or totally untenable but the Premises are not fully insured and covered under full standard extended risk insurance, Lessor may, in its sole discretion, either rebuild or put the Premises in good condition and fit for occupancy within a reasonable time after such destruction or damage, or it may give notice terminating this Lease as of a date not later than sixty (60) days after such damage or destruction. If Lessor elects to repair or rebuild the Premises, it shall, within sixty (60) days after such damage or destruction, give Lessee notice of its intention to repair or rebuild and then shall proceed to make the repairs or to rebuild within a reasonable time after such damage or destruction. Unless Lessor elects to terminate this Lease, this Lease shall remain in full force and effect and the parties waive any provision of any law to the contrary. However, if Lessee is prevented from using any portion or all of the Premises during such period, the parties agree that there shall not be any abatement of rent while the Premises are repaired or rebuilt.

c) Lessor's and Lessee's Work if Premises Rebuilt. If Lessor should elect or be obligated to repair or rebuild because of any damage or destruction, Lessor's obligation shall be limited to the basic building and interior work as it existed at the commencement of the Lease Term. Lessee shall fully repair or replace all fixtures, exterior signs, equipment and other installations not covered by insurance.

11. Default and Remedies

a) Event of Default Defined. Each of the following shall be deemed a material default and breach or Event of Default:

(i) if Lessee shall, after written notice, default in the payment of rent or any other sum due under this Lease for thirty (30) days after written notice of failure to do so;

(ii) if Lessee, after written notice, shall default in the performance or observance of any other term, covenant, or condition of this Lease and shall not cure or remedy such default with reasonable dispatch within a period not exceeding thirty (30) days, unless said default or omission complained of shall be of such a nature that the same cannot be completely cured or remedied diligently within such thirty (30) day period, and shall not thereafter with reasonable diligence and in good faith proceed to remedy or cure such default;

(iii) vacating or abandonment of the Premises;

(iv) if Lessee's interest, or any part of his interest, in this Lease be assigned or transferred, either voluntarily or by operation of law, without Lessor's consent;

(v) the filing or execution or occurrence of:

(1) a petition or other proceeding by or against Lessee for, or the appointment of, a trustee, receiver, guardian, conservator, or liquidator of Lessee with respect to all or substantially all of his property, except a receiver appointed at the instance or request of Lessor;

(2) a petition or other proceeding by or against Lessee for its dissolution or liquidation, or the taking of possession of the property of Lessee by any governmental authority in connection with dissolution or liquidation; or

(3) the taking by any person of the leasehold created hereby or any part thereof upon execution, attachment or other process of law or equity.

(vi) if Lessee, after written notice, fails to take action to remove a lien against the Premises for ten (10) days. In the event Lessee is aware of any lien filed against the Premises, Lessee shall immediately notify Lessor in writing of the existence of the lien.

Notwithstanding anything to the contrary contained in the foregoing default clauses, the parties hereto agree that if the Lessee shall have defaulted in the performance of any (but not necessarily the same) term or condition of this Lease for three or more times during any twelve month period during the term hereof, then such conduct shall, at the election of the Lessor, represent a separate event of default which cannot be cured by the Lessee. Lessee acknowledges that the purpose of this provision is to prevent repetitive defaults by the Lessee under the Lease which work a hardship upon the Lessor and deprive the Lessor of the timely performance by the Lessee hereunder.

b) Lessor's Remedies. Upon occurrence of any Event of Default, Lessor may, at its option without any further demand or notice, in addition to any other remedy or right given hereunder or by law, do any of the following:

(i) Continuation of Lease. Lessor may elect to maintain this Lease in full force and effect and recover the rent and other monetary charges as they become due, without terminating Lessee's right to possession, irrespective of whether Lessee shall have abandoned the premises. In the event Lessor elects not to terminate the lease, Lessor shall have the right to attempt to re-let the Premises at such rent and upon such conditions and for such a term, and to do all acts necessary to maintain or preserve the Premises as Lessor deems reasonable and necessary without being deemed to have elected to terminate the Lease including removal of all persons and property of Lessee from the Premises; such property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of Lessee. In the event any such re-letting occurs, this Lease shall terminate automatically upon the new Lessee taking possession of the Premises. Notwithstanding that Lessor fails to elect to terminate the Lease initially, Lessor at any time during the term of this Lease may elect to terminate this Lease by virtue of such previous default by Lessee.

(ii) Termination of Lease. Lessor may elect to declare this Lease terminated, in which event the Lessor may terminate the Lessee's right to possession by any lawful means, the Lease shall terminate and the Lessee shall immediately surrender possession of the Premises to the Lessor. Upon any such re-entry, Lessor shall have the right to make any reasonable repairs, alterations or modifications to the Premises, which Lessor in its sole discretion deems reasonable and necessary.

All rights and remedies of Lessor hereunder shall not be exclusive but shall be cumulative. Any such re-entry or taking of possession of the Premises or property thereon shall be allowed by Lessee without hindrance, and Lessor shall not be liable in damages for any such re-entry or such taking of possession. Re-entry or taking of possession shall not be construed as an election on Lessor's part to terminate this Lease unless a written notice of such intention is given to Lessee.

c) Payment of Expenses Incurred to Cure Defaults by Lessee. In the event of Lessee's breach or default of any covenant in this Lease, Lessor may at any time, after notice to Lessee in the manner required by Paragraph 16 of this Lease, cure such breach or default for the account and at the expense of Lessee. If Lessor at any time, by reason of such breach, is compelled to pay, or elects to pay, any sum of money or to do any act that will require the payment of any sum of money, or is compelled to incur any expense, including reasonable attorney's fees, in instituting, prosecuting or defending any actions or proceedings to enforce Lessor's rights under this Lease or otherwise, the sum or sums so paid by Lessor, with all interest, costs and damages, shall be deemed to be additional rent under this Lease and shall be due from Lessee to Lessor on the first day of the month following the incurring of such expenses.

d) Waiver. A waiver of any breach or default shall not be a waiver of any other breach or default. Lessor's consent or approval shall not be deemed to waive or render unnecessary Lessor's consent to or approval of any subsequent similar act by Lessee.

12. Assignment and Subletting. Lessee shall not assign, mortgage or hypothecate this Lease, or any interest in this Lease, or permit the use of the Premises, in whole or in part, by any person or persons other than Lessee, without the prior written consent of the Lessor, in the sole discretion of Lessor. Thereafter and for any other potential subtenant, Lessee may only sublet the Premises or any part thereof upon the prior written approval by the Lessor, in the sole discretion of Lessor, of the prospective sublessee; however, Lessee shall remain primarily

liable for the obligations arising from this Lease. For the purposes of this paragraph, sublet shall mean a long-term lease between the Lessee and a sublessee, not an agreement to use a portion of the Premises for a limited time such as the use of ice time.

13. Lessor's Access to Premises. Lessor and its designees shall have the right to enter the Premises at all reasonable hours, and in emergencies at all times, (a) to inspect the Premises, (b) to make repairs, additions or alterations to the Premises or the building of which the Premises form a part, and (c) for any lawful purpose.

14. Holding Over.

a) Effect of Holding Over. If Lessee should remain in possession of the Premises after the expiration of the Lease Term, with the consent of Lessor and without executing a new Lease, then such holding over shall be construed as tenancy at will, subject to all conditions, provisions and obligations of this Lease insofar as the same are applicable to a tenancy at will.

b) Obligations of Lessee on Surrender. On the last day or sooner termination of the Lease Term, Lessee shall quit and surrender the Premises, broom clean, in good condition and repair (reasonable wear and tear, and damage by act of God excepted), subject to the requirements of Paragraph 7 of this Lease, together with all alterations, additions, and improvements that may have been made in, to, or on the Premises, except attached fixtures which have been removed without damage to the Premises, moveable furniture and unattached movable trade fixtures, all of which were put in at Lessee's expense. Lessee shall ascertain from Lessor within thirty (30) days before the end of the Lease Term, whether Lessor desires to have the Premises or any part of the Premises restored to the condition the Premises were in when delivered to Lessee, and if Lessor shall so desire, then Lessee shall so restore the Premises or such part of the Premises before the end of the Lease Term, at Lessee's sole cost and expense. On or before the end of the Lease Term, Lessee shall remove all of Lessee's property from the Premises, and all property not removed shall be deemed abandoned by Lessee. On or before the end of the Lease Term, Lessee shall deliver all of the operating manuals of all the equipment, heating and air conditioning systems, refrigeration systems and all other mechanical systems on the Premises. If the Premises are not surrendered at the end of the Lease Term, Lessee shall indemnify Lessor against loss or liability resulting from delay by Lessee in surrendering the Premises, including, without limitation, any claims made by any succeeding Lessee based on the delay.

15. Representations. The Lessee acknowledges and agrees that Lessee has been informed and understands that the Lessor makes no representations or warranties to the Lessee of any kind or nature, directly or indirectly, express or implied, as to any matter whatsoever, with regard to the Premises, its durability, fitness for a particular purpose, merchantability, condition, profitability and/or quality. Furthermore, the Lessee acknowledges that the Lessor and the Lessor's agents have made no representations of any material fact concerning the Premises, that the Lessee has had an adequate opportunity to inspect and investigate the Premises, that the Lessee has made a thorough independent examination and inspection of the Premises, that the Lessee is relying solely on that examination and inspection, and that the Lessee is acquiring possession of the Premises "AS IS." The Lessee's acceptance of possession of the premises shall constitute Lessee's acknowledgment that the Premises are in good and tenantable condition.

16. Exculpatory Clauses.

a) Exemption of Lessor from Liability. Lessor shall not be liable to Lessee or to any other person whomsoever for any injury or damage to person or property occurring within or about the Premises or by any other Lessee of Lessor, unless caused by or resulting from the willful and intentional acts of the Lessor or any of the Lessor's agents, servants or employees in the operation or maintenance of the Premises. Lessor shall not be liable in damages or otherwise for failure to furnish, or any interruption of service of any water, gas, electricity, telephone, or other utility caused by fire, accident, riot, strike, labor disputes, acts of God, the making of any repairs or improvements, or causes beyond the control of Lessor, or for any loss, damage or theft of property of Lessee, its agents, servants or employees.

b) Excusable Delays. Any prevention, delay or stoppage, due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefor, governmental

restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control for the party obligated to perform shall excuse performance by such party for a period equal to any such prevention, delay or stoppage, except as otherwise provided in this Lease.

c) **Indemnification and Hold Harmless.** Lessee agrees to indemnify, defend and hold Lessor harmless from and against any and all claims, including mechanic's and materialman's liens, by or on behalf of any person(s), firm(s) or corporation(s), arising from the conduct or management of the operations conducted by the Lessee or arising out of any act or omission of Lessee, its contractors, licensees, agents, servants or employees, or arising from any accident, injury, or damage whatsoever caused by any person or property occurring in or about the Premises or any part thereof, and the walkways adjoining the Premises and from and against all costs, expenses, liabilities and attorney's fees incurred in connection with any such claim or proceeding brought thereon.

17. Notices. All notices, statements, demands, requests, consents, approvals, authorizations, offers, agreements, appointments or designations under this Lease by either party or the other shall be in writing and shall be sufficiently given and served upon the other party, if sent by certified mail, return receipt requested, postage prepaid, and addressed to the Lessor at:

City of Hailey.
115 Main Street So.
Suite H
Hailey, ID 83333

or to the Lessee at:

The Valley Chamber/Hailey Chamber of Commerce, Inc.
PO Box 100
Hailey, ID 83333

or to such other address as Lessor or Lessee may from time to time designate by notice to the other, which shall then become a new address of the party who shall give such notice. Unless otherwise specifically provided for herein, notices given pursuant to the terms of this Lease shall be deemed received on the date sent.

18. Waiver. The failure of either party hereto to insist upon strict performance of any of the covenants and agreements of this Lease, or to exercise any election herein conferred in any one or more instances, shall not be construed to be a waiver or relinquishment of any such, or any other covenants or agreements, and the same shall be and remain in full force and effect. A particular waiver by either party of any said covenants or agreements to be performed by the other party shall not be construed as a waiver of any succeeding breach of the same or other covenants or agreements of this Lease.

19. LEED Certification. The Lessor and Lessee acknowledge that Lessor received LEED certification and Lessor wishes to maintain that LEED certification. To maintain that certification, the Lessee shall i) prohibit smoking within the building and 25 feet of any exterior entrance to the building, ii) use the preferred parking space, directly to the east of the Welcome Center which shall be limited to low emitting and fuel efficient vehicles (full electric, hybrid and biodiesel vehicles only) belonging to occupants or visitors of the Welcome Center, iii) recycle any and all commodities which are recycled by the solid waste franchise holder within Hailey, iv) operate HVAC and system controls within the programmed temperature ranges, determined by the Lessor and Lessee, v) use natural ventilation instead of air conditioning whenever possible, ensuring that all windows and doors remain closed, provided that when the Welcome Center is unoccupied and when an event, including but not limited to a rodeo, produces smoke, odors, dust or dirt that may enter the building through an open door or window as a result of its close proximity to the arena, the windows and doors shall remain closed, vi) use only products that have been certified by Green Seal's GS-42, Green Seal Environmental Standard for Cleaning Services (see list of products listed at <http://www.greenseal.org/findgreensealproductsand services.aspx>), vii) participate in a building occupant survey regarding lighting and temperature controls and review operation of these controls within 10 month of occupancy, and viii) enter and exit through the single door, located on the eastern end of the south side of the Welcome Center, not through the wooden doors (the wooden doors should be utilized for Welcome Center visitors).

To maintain the LEED certification, the Lessor shall i) replace exterior LED and interior LED track lights with equivalent wattage LED lights, and ii) replace interior fluorescent, low mercury, linear tube lights, with equivalent wattage low mercury bulbs (mercury content not to exceed an average mercury content of 45.18 picograms per lumen).

20. Exhibit Space and Meeting Room. Lessor and Lessee acknowledge that historic and interpretative exhibits will be placed within the Welcome Center, shown as the "Exhibit Space" on **Exhibit "A."** During Lessee's hours of operation, Lessee shall, to the extent possible, maintain a secure environment in the Exhibit Space. During Lessee's hours of non-operation, Lessee shall activate alarm system, and shall keep confidential to Lessee alarm codes. In the event of any damage to or theft of an exhibit, Lessee shall immediately report the damage or theft to the Lessor. In addition, Lessor and Lessee acknowledge that Lessee will have non-exclusive access to the Meeting Room, as shown on **Exhibit "A."** In the event of a conflict in the use of the Meeting Room between Lessor and Lessee, Lessee shall have priority to use the Meeting Room.

21. Miscellaneous Provisions.

a) Construction. Whenever the singular number is used in this Lease and when required by the context, the same shall include the plural. The masculine gender shall include the feminine and neuter genders. The word "person" shall include corporation, firm or association. This Lease or any section thereof shall not be construed against any party due to the fact that the Lease or any section thereof was drafted by a particular party.

b) Title and Captions. The headings of this Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any part of this Lease.

c) Final Agreement. This instrument contains all of the agreements and conditions made between the parties to this Lease and may not be modified orally or in any manner other than by an agreement in writing signed by all parties to this Lease or their respective successors in interest.

d) Time of Essence. Time is of the essence of each term and provision of this Lease.

e) All Required Payments are Additional Rent. Except as otherwise expressly stated, each payment required to be made by Lessee shall be in addition to and not in substitution for other payments to be made by Lessee and shall be additional rent.

f) Successors and Assigns. The terms and provisions of this Lease shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of Lessor and Lessee.

g) Governing Law. This Lease, the rights, privileges, interests, and immunities of the parties, the obligations, duties, and performances of the parties, the enforcement of this Lease and the several covenants, conditions and agreements hereof and any and all disputes that may arise between the parties shall be governed exclusively by the provisions of this Lease and by the laws of the State of Idaho.

h) Severability. The invalidity or illegality of any provision shall not affect the remainder of this Lease.

i) Attorney's Fees. In the event that either party hereto has to retain counsel for the purpose of enforcing any of the rights, duties or obligations arising out of or relating to this Lease, the non-prevailing party shall pay to the prevailing party the latter's reasonable attorney's fees and costs, whether or not litigation is actually instituted, and including attorney's fees and costs on appeal and bankruptcy.

j) Authority. Each signatory has full authority and consent to sign this Lease. Lessee represents and warrants to Lessor that it is a corporation organized, existing and in good standing under the laws of the State of Idaho, and it is authorized, by appropriate corporate resolution, to enter into and execute this Lease and any and all documents related thereto.

k) Execution of Necessary Instruments. Each party agrees to execute and deliver to the other all instruments that may be required to effectuate the provisions of this Lease.

l) Further Action. The parties hereto shall execute and deliver all documents, provide all information and take or forbear from all such action as may be necessary or appropriate to achieve the purposes of this Lease.

IN WITNESS WHEREOF, the parties, having been duly authorized, have hereunto caused this Lease to be executed, on the day and year first above written, the same being done after public hearing, notice and statutory requirements having been fulfilled.

Dated this ____ day of October 2023.

LESSOR:

CITY OF HAILEY, an Idaho municipal corporation

ATTEST:

By: _____
Mary Cone, City Clerk

By: _____
Martha Burke, Mayor

LESSEE:

THE VALLEY CHAMBER/HAILEY CHAMBER OF COMMERCE INC., an Idaho non-profit corporation

By: _____
Jane Dynduik, its President

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 10/23/23

DEPARTMENT: PW

DEPT. HEAD SIGNATURE: BY

SUBJECT: Consideration of Resolution 2023-___, authorizing the Mayor to sign a Grant of License and Alley Maintenance Agreement allowing adjacent property owners to pave and maintain a portion of alley in Hailey Townsite. **ACTION ITEM**

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

Home owners and residents in the Hailey Townsite enjoy alley access to their properties. The alleys are in various states of maintenance and repair. The City has undertaken paving and improvement projects over the last many years to improve and clear these rights of way; while citizens have increasingly taken it upon themselves to maintain winter access to rear loaded garages. In keeping with this trend property owners, as described in the attached documentation, desire to pave and maintain a portion of alley to improve and beautify that portion of alley allowing access to their garages.

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IFAPPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to adopt Resolution 2023-___, authorizing the Mayor to sign a Grant of License and Alley Maintenance Agreement. **ACTION ITEM**

ADMINISTRATIVE COMMENTS/APPROVAL:

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

ACTION OF THE CITY COUNCIL:

Date _____

City Clerk _____

FOLLOW-UP:

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

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

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

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY
AUTHORIZING THE MAYOR TO SIGN A GRANT OF LICENSE AND ALLEY
MAINTENANCE AGREEMENT WITH NANCY GLENN AND DONALD KELLER, TO
ALLOW THE LICENSEES TO PAVE AND MAINTAIN A LINEAR FOOT PORTION OF
THE ALLEY ADJACENT TO LOT 19A OF BLOCK 59 HAILEY TOWNSITE,
ACCORDING TO THE OFFICIAL PLAT THEREOF RECORDED MARCH 2015,
RECORDS OF BLAINE COUNTY, IDAHO**

WHEREAS, the City of Hailey, owns and maintains rights-of-way within boundaries, including certain alleys, and

WHEREAS, the City of Hailey, pursuant to Hailey City Code 16.04.40A. has adopted certain uniform standard specification for alley construction, and

WHEREAS, the city of Hailey does not have a policy to pave or plow alleys in residential neighborhoods, and

WHEREAS, the owners of the parcel of real property, above described, located in the Hailey Townsite, a residential neighborhood desire to pave and maintain the alley adjacent to their property to improve access to the property, and

WEREAS, the City of Hailey is willing to accept said paving and maintenance in accordance with the terms and specifications contained in Grant of License and Alley Maintenance Agreement, attached hereto, and made a part hereof.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HAILEY THAT HEREBY AUTHORIZES THE MAYOR TO SIGN A GRANT OF LICENSE AND ALLEY MAINTENANCE AGREEMENT WITH NANCY GLENN AND DONALD KELLER, TO ALLOW THE LICENSEES TO PAVE AND MAINTAIN A LINEAR FOOT PORTION OF THE ALLEY ADJACENT TO LOT 19A OF BLOCK 59 HAILEY TOWNSITE IN CITY OF HAILEY, ACCORDING TO THE OFFICIAL PLAT THEREOF RECORDED MARCH 2015, RECORDS OF BLAINE COUNTY, IDAHO

Passed this 23th day of October, 2023.

City of Hailey

Martha Burke, Mayor

ATTEST:

Mary Cone, City Clerk

Recording Request by and
When Recorded Return to:

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

For Recording Purposes
Do Not Write Above This Line

GRANT OF LICENSE AND ALLEY MAINTENANCE AGREEMENT

This maintenance agreement (“Agreement”) is made and entered into as of the _____ day of _____ 202__, the (“Effective Date”) by and between the CITY OF HAILEY, an Idaho Municipal corporation (“the City”), who is the owner of the alley between Second and Third Avenue, adjacent to Spruce and Silver Streets and as more specifically delineated on **Exhibit “A”** (hereinafter “ Alley Development”) attached hereto, and Nancy F. Glenn and Donald J. Keller who are the owners of that certain parcel of real property adjacent to said alley, being Hailey AM LOT 19A, BLK 59, Hailey Townsite (herein “Owners”) as more specifically delineated on Alley Development reflected in **Exhibit “A”** attached hereto.

1. **Grant of License** - The City hereby grants to Owner and its agents, employees, contractors, subcontractors, (collectively “Agents”), subject to the conditions and covenants set forth in this Agreement as of the _____ day of November 2023, (hereinafter the “Commencement Date”), a revocable license over and right of entry on and use of the Alley for the purpose of vehicular and pedestrian ingress, egress and access to the Development, including installation of asphalt, and for the maintenance , snow removal and repair of the Alley. The Alley shall always be open and available to the public, and the City shall have exclusive authority with respect to all parking restrictions and enforcement.
2. **License Revocable** - This Agreement and the right to use the Alley granted hereunder are revocable. City shall provide Owner with 60 days’ notice if the Agreement is to be terminated. Owner understands and agrees that by entering into this Agreement Owner obtains no claim or interest in said City property, which is adverse to that of the City, that Owner obtains no exclusive right to said City property nor any other right to use the City property not specifically described herein.
3. **Prior Rights** - This grant is made subject to and subordinate to the prior and continuing rights and obligations of the City, its successors and assigns, and the general public, to use the Alley in the performance of its municipal operations; provided, however, that such use shall not materially interfere with the use of the Alley by the Owner for the Permitted Use. This Agreement is subject to all licenses, leases, easements, restrictions, conditions, covenants, encumbrances, liens and claims of title which may affect the Alley as of the Effective Date, and the word “grant” shall not be construed as a covenant against the existence of any of the foregoing.
4. **Term** - The term of the Agreement shall commence on the Commencement Date and shall be in effect until the City provides notice the Agreement is terminated.
5. **Permits, Licenses and Approvals** - As a condition to Owner’s right to use the Alley for the Permitted Use, Owner shall obtain any required permits, licenses, and approvals from the City and any other governmental agencies having jurisdiction over Owner’s use to the Alley. Owner shall maintain such permits, licenses, and approvals in force throughout the term of this Agreement. Owner shall be solely responsible for any and all fees, charges, or other expenses that may be imposed by any regulatory agencies in connection with Owner’s use or enjoyment of the Alley.

6. **Condition of Property** - The City makes no warranty or representation of any kind concerning the condition of the Alley or the fitness of the Alley for the Permitted Use, and hereby disclaims any personal knowledge with respect thereto, it being expressly understood by the parties hereto that Owners have personally inspected the Alley, knows its condition and accept it as is.

7. **Alterations Repair and Maintenance-**

a) Owners shall install, at their sole cost and expense, asphalt on the length of alley development, of ten feet (10') in width, and approximately seventy feet (70') in length, to a design pursuant to City Standard Specifications, to be inspected and approved by the City by the City Engineer, to his/her sole subjective satisfaction.

b) Owners agrees, at its sole cost and expense, to keep the Alley in reasonably safe, clean and sightly condition, reasonably free from waste and snow to the reasonable satisfaction of the City. Owners agree, at their sole cost and expense, to perform snow removal for the portion of the alley adjacent to the Development for a width of ten feet (10') and to place all removed snow at the southern portion of the Alley as identified in **Exhibit A**. Only snow removed by the Owners or their agents, from the Alley, shall be permitted to be stored in the Alley. In the event the City determines the Alley must be open during the winter, Owners shall identify an alternative snow storage area. Owners shall perform all repairs and maintenance to the Alley covered by this Agreement.

c) The Owners shall perform maintenance and snow removal in accordance with this Agreement. The City shall not be responsible for maintenance, repairs and snow removal in the Alley. If Owners fails to keep the Alley in the condition required under this Section 7, then the City may, after ten (10) days written notice to Owner and a five (5) day opportunity to cure said problem, perform the necessary work at the expense of Owners, which expense Owners agrees to pay to the City upon written demand

d) All alterations, maintenance and repairs by Owners upon the Alley shall be performed in a good manner reasonably satisfactory to the City.

e) Any open holes shall be satisfactorily covered at all times when Owners' Agents are not physically working in the vicinity of such holes. Upon completion of work, all such holes shall be filled in to meet the surrounding ground level and the Alley shall be left in a neat and safe condition reasonably satisfactory to the City.

f) Owners shall not suffer any mechanic's or materialman's liens of any kind to be enforced against the Alley for any work done or materials furnished at Owners' request. If any such liens are filed, Owner shall bond or remove them within sixty (60) days of learning of the same, at Owner's expense, and shall pay any judgment which may be entered in connection therewith.

g) Should Owners fail, neglect or refuse to do so, the City, after giving Owner twenty (20) Business day's written notice shall have the right to pay any amount required to release any such liens or to defend any action brought and to pay any judgment entered. Owners shall be liable to the City for all costs, damages, reasonable attorney's fees and any amounts expended in defending any proceedings or in payment of any of said liens or judgment. The City may post and maintain upon the property notices of non-responsibility as provided by applicable law.

8. **Permitted Uses and Restriction of Use** - The Owners may use the alley for the purpose of vehicular and pedestrian ingress, egress and access to the Development, including installation of road mix and for the maintenance, snow removal and repair of the Alley. The Alley shall be open and available to the public at all times, except in winter when a portion of the Alley is used for snow storage, and the City shall have exclusive authority with respect to all parking restrictions and enforcement. Owners agree not to conduct any activities on or about the Alley that constitute waste or nuisance or any activities which constitute a continuing or repeated and unreasonable annoyance of which the City is notified by the owners or occupants of neighboring property or other members of the public.

9. **Indemnification** - In consideration of City allowing Owners to construct and maintain the Improvements on City property, Owner agrees to indemnify and hold harmless City from and against any and all claims of liability for any injury or damage to any person or property arising from the Improvements constructed, installed and maintained on City property. Owners shall further indemnify and hold City harmless from and against any and all claims arising from any breach or default in the performance of any obligation on Owners' part to be performed under this Agreement, or arising from any negligence of part to be performed under this Agreement, or arising from and against all costs, attorney's fees, expenses and liabilities incurred in the defense of any such action of proceeding brought thereon. In the event any action or proceeding is brought against City by reason of such claim, Owners, upon notice from City, shall defend City at Owners' expenses by counsel and satisfactory to City. Owners, as a material part of the consideration to City, hereby assumes all risk of damages to property or injury to person in, upon or about the Improvements constructed, installed and maintained of said Improvements and Owners hereby waives all claims in respect thereof against City.

10. **Compliance with Laws** - The Permitted use of the Alley shall conform to all applicable zoning laws and regulations. Owners shall comply, at Owner's expense with all applicable laws, regulations, rules and orders with respect to the use of the Alley, regardless of when.

11. **Notices** - All notices required or permitted to be given under this Agreement shall be in writing and mailed postage prepaid by certified or registered mail, return receipt requested, or by personal delivery or by overnight courier, to the appropriate address indicated below or at such other place or places as either party may from time to time designate in written notice given to the other. Notices shall be deemed

sufficiently served four days after the date of mailing or upon personal delivery.

The City:

To Owners:

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

Kon Keller and/or Nancy Glenn
412 N. Second Ave.
Hailey, Idaho 83333

12. **No Waiver** - No waiver of any default or breach of any covenant of this Agreement by either party shall be implied from any omission by either party to take action on account of such default other than the default specified in the waiver, and then the waiver shall be operative only for the time and to the extent stated. Waivers of any covenant, term or condition by either party shall not be construed as waivers of any subsequent breach of the same covenant, term or condition. The consent or approval by either party to or for any act by either requiring further consent or approval shall not be deemed to waiver or render unnecessary that party's consent or approval to or of any subsequent similar acts.

13. **Severability** - Each provision of the Agreement is intended to be severable. If any term or provision of this Agreement shall be determined by a court of competent jurisdiction to be illegal or invalid for any reason whatsoever, such provision shall be severed from this Agreement and shall not affect the validity of this Agreement.

14. **Attorney's Fees/Jury Waiver** - If any legal proceedings should be instituted by either of the parties to enforce the terms of this Agreement or to determine the rights of the parties under this Agreement. The party in the proceeding shall receive, in addition to all court costs, reasonable attorney's fees.

15. **No Costs to the City** - Except as expressly set forth in this Agreement to the contrary, Owners shall bear all costs and expenses of any kind or nature in connection with owner's use of the Alley.

16. **Waiver of Liability** - Neither the City nor any of its council members, commissions, departments, boards, officers, agents or employees, when acting of the City behalf, shall be liable for any damage to the property of Owners or their Agents of for any bodily injury or death to such persons resulting or arising from the condition of the Alley or its uses by or if damage occurs before the Effective Date, unless caused by the intentional acts of the City nor any of its council members, commissions, departments, boards, officers, agents o employees.

17. **No Discrimination** - Owners shall not, in the operational and use of the Alley, discriminate against any person or group of persons solely because of race, color, creed, national origin, ancestry, age, sex, or disability.

18. **Governing & Law** - The rights and liability of the parties under this Agreement shall be interpreted in accordance with the laws of the State of Idaho. The venue shall be in the Idaho 5th Judicial District, Blaine County, Idaho.

19. **Taxes** - Any and all real property tax or any other form of tax assessed or

imposed against the Alley arising out of or attributable to Owner's use shall be borne by Owners.

20. **Utilities** - Owner shall pay for all water, gas, heat, light, power, telephone, and other utilities and services applied to the Alley and used by Owner its agents, together with any taxes thereon.

21. **Successors and Assigns** - This Agreement shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns.

22. **Interpretation/Amendment** - This Agreement constitutes the complete expression of the agreement between the parties hereto and supersedes any prior agreements, whether written or oral, concerning the subject if this Agreement which are not fully expressed herein. Any addition to, deletion from, termination extension or any other modification or to this Agreement must be in writing signed by the party against whom such modification operates.

23. **Recordation** - Upon execution of this Agreement, the City shall duly record the Agreement in the public records of Blaine County, Idaho and shall thereafter promptly submit a conformed copy of the same to owner.

IN WITNESS WHEREOF, the parties have executed this License Agreement as of the day and year first written above by their duly authorized representatives.

Martha Burke, Mayor

ATTEST:

Mary Cone
Hailey City Clerk

STATE OF IDAHO)
) ss.

County of Blaine)

On this __ day of _____, 202__, before me, the undersigned Notary Public in and for said State, personally appeared Martha Burke, known or identified to me to be the Mayor of the CITY OF HAILEY, IDAHO, and the person who executed the foregoing instrument on behalf of said municipal corporation and acknowledged to me that said municipal corporation executed the same.

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

Notary Public for _____
Residing at _____
Commission expires _____

Nancy F. Glenn, Individually

Donald J. Keller

STATE OF IDAHO)
County of Blaine)

On this __ day of _____, 202__, before me, the undersigned Notary Public in and for said State, personally appeared Nancy F. Glenn, a person known to me and the person who executed the foregoing instrument and acknowledged to me that he executed the same.

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

Notary Public for _____
Residing at _____
Commission expires _____

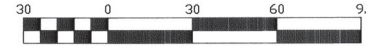
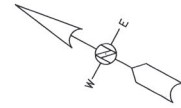
STATE OF IDAHO)
County of Blaine)

On this ___ day of _____, 2020, before me, the undersigned Notary Public in and for said State, personally appeared Donald J. Keller, a person known to me and the person who executed the foregoing instrument and acknowledged to me that she executed the same.

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

Notary Public for _____
Residing at _____
Commission expires _____

PLAT SHOWING
LOT 19A AND 21AA, BLOCK 59, HAILEY TOWNSITE.
 WHEREIN THE INTERIOR LOTS LINES OF LOTS 18,19 & 20 ARE ELIMINATED AND THE LOT LINE
 BETWEEN SAID LOTS AND LOT 21A IS AMENDED AS SHOWN.
 LOCATED IN SECTION 9, T2N. R18E. B.M., CITY OF HAILEY. BLAINE COUNTY, IDAHO.
 MARCH, 2015



SCALE 1"=30'

LEGEND

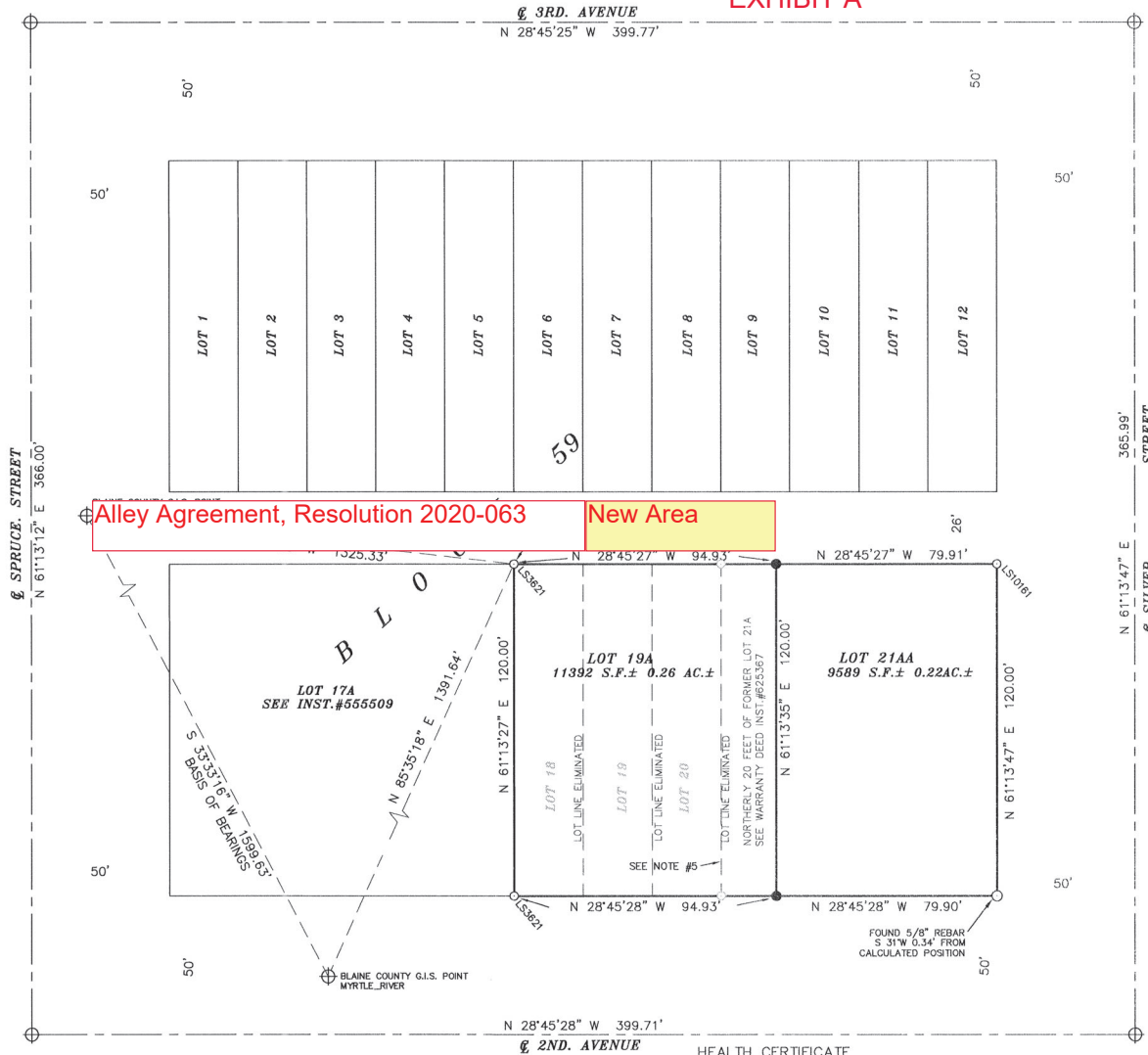
- ⊕ Property Boundary
- ⊙ Found Aluminum Cap
- Found 1/2" rebar
- Found 5/8" rebar
- Set 5/8" Rebar w/ Cap

NOTES:

1. REFERENCE TO CITY OF HAILEY RESOLUTION #s 537916, 555509.
2. CURRENT ZONING IS SINGLE-FAMILY RESIDENTIAL (GR), WITHIN TOWNSITE OVERLAY (TO).
3. ADDRESS IS 365.99' NORTH SECOND AVENUE.
4. THE CURRENT ZONING WITHIN BLOCK 59 IS THE CURRENT ZONING AND GR ZONING PER CITY ZONING MAP.
5. LOT LINE BETWEEN LOT 20 AND 21A AMENDED HEREON. SEE INST.#537916 & 21A LOT LINE SHIFT PLAT.

Alley Agreement, Resolution 2020-063

EXHIBIT A



HEALTH CERTIFICATE

Sanitary restrictions as required by Idaho Code Title 50, Chapter 13, have been satisfied. Sanitary restrictions may be reimposed in accordance with Idaho Code Title 50, Chapter 13, Section 50-1326, by the issuance of a certificate of disapproval.

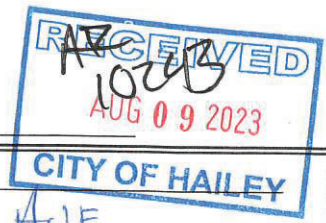
Date: 5-8-2015
Robert K. ...
 South Central District Health Dept., EHS



PREPARED BY:
ORION SURVEYING PLLC
 SURVEYING AND MAPPING
 P.O. BOX 695
 BELLEVUE, IDAHO 83313
 (208) 721-3849 SHEET 1 OF 2



RESIDENTIAL ENCROACHMENT PERMIT APPLICATION



BUILDING APP
 WATER & WASTEWATER
 ENCROACHMENT
 CUSTOMER # _____

NEW RESIDENCE
 EXISTING RESIDENCE

OWNER NAME: DON KELLER / NAVY GLENN

EMAIL ADDRESS: Keller.glenne@gmail.com MAILING ADDRESS: 412 N. 2ND AVE

CITY: _____ STATE: _____ ZIP CODE: 83333

PHONE: _____ CELL: 208-392-5016

CONTRACTOR NAME: GEORGE / I ONLY HAVE FIRST NAME

EMAIL ADDRESS: _____ MAILING ADDRESS: _____

CITY: SHOSHONE STATE: _____ ZIP CODE: _____

CONTACT PERSON: _____ PHONE: 208-731-8342

LANDSCAPING COMPANY NAME: _____

EMAIL ADDRESS: _____ MAILING ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

CONTACT PERSON: _____ PHONE: _____

PAVING COMPANY NAME: SAME

EMAIL ADDRESS: _____ MAILING ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

CONTACT PERSON: _____ PHONE: _____

WORK LOCATION (Describe by street address, street name, intersection. SKETCH A MAP OF THE PROPOSED SITE ON THE REVERSE OF THIS FORM, SHOWING THE WORK TO BE COVERED BY THE PERMIT.)

Location/Street Address: 412 N. 2ND AVE Nearest Intersecting Street: SPRUCE / SILVER

TYPE OF ENCROACHMENT (Check all that apply)

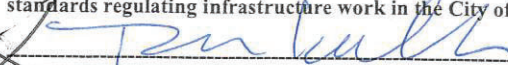
- DRIVEWAY
- TREE LANDSCAPING
- IRRIGATION SYSTEM
- DRYWELL
- LANDSCAPING
- OTHER

APPLICATION FEE (paid at application filing): \$50.00	
DRYWELL APPLICATION FEE (paid at application filing): \$75.00	
INSPECTION FEES (paid at permit approval and issuance):	
Driveway/Sidewalk	\$100.00
Drywell (private property)	\$50.00
Drywell (public property)	\$100.00
Landscaping	\$100.00
Utility Crossing	\$100.00
Street Boring	\$100.00

WORK BEING PERFORMED: DRIVEWAY IN ALLEYWAY, PLUS PART OF ALLEYWAY. NEIGHBORS HAVE PAVED PART OF ALLEY. I WOULD LIKE TO CONNECT TO WHAT HAS BEEN PAVED

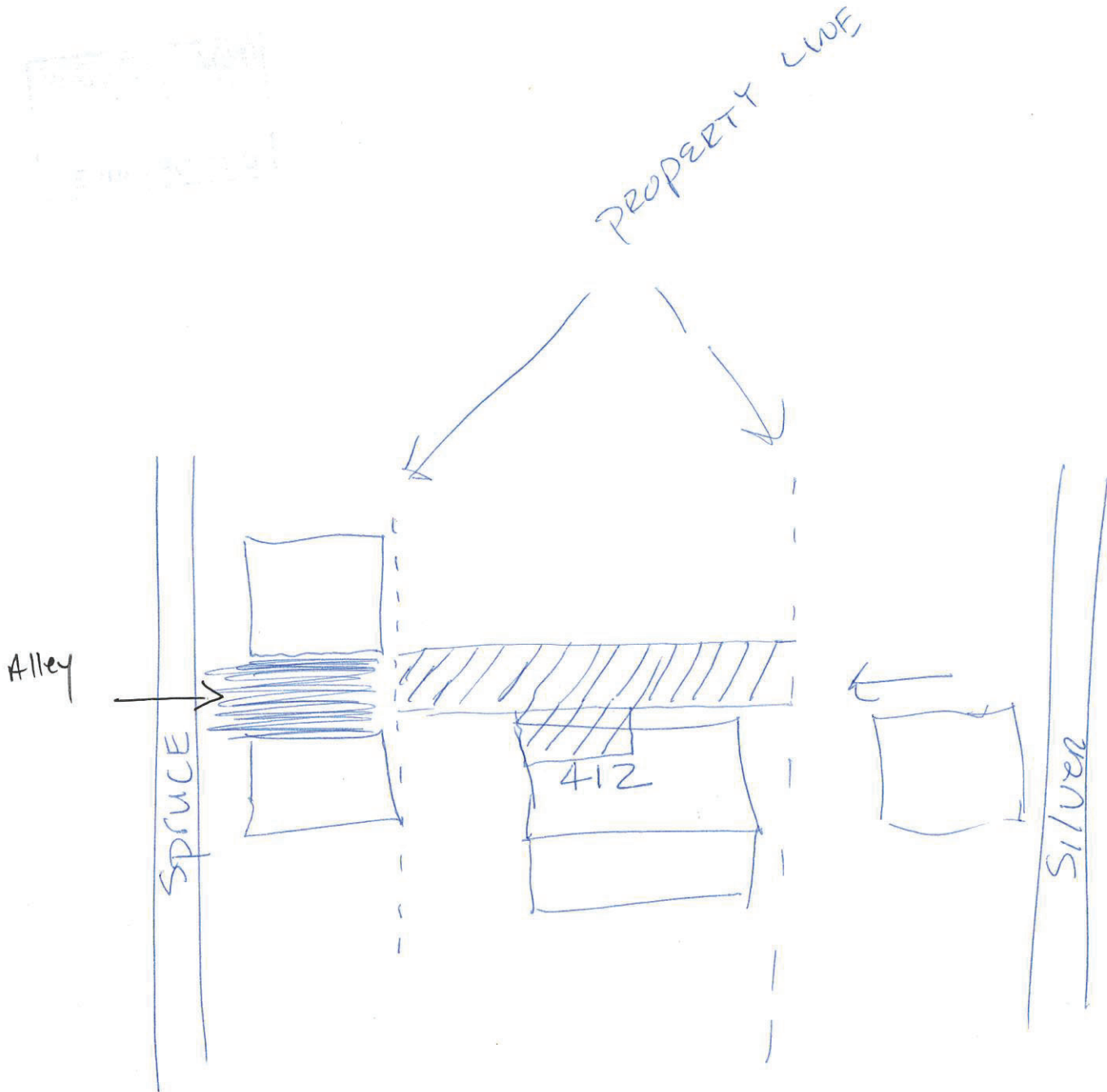
TRAFFIC CONTROL PLAN: _____

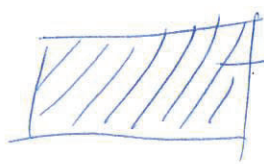
I hereby acknowledge that I have filled in this application accurately to the best of my knowledge and that I agree to comply with all City ordinances and standards regulating infrastructure work in the City of Hailey right-of-way. The work applied for is not authorized to begin until a permit is issued.


 Signature of Owner, Contractor or Authorized Agent, Title and Company _____ Date _____

APPROVED DENIED REASON FOR DENIAL: _____

Rev. 09/15/16 _____ City Official _____ Date _____




 WOULD LIKE TO PAVE 2 CAR GARAGE DRIVEWAY AND ALLEY THAT MATCHES OUR PROPERTY LINE

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 10/23/23

DEPARTMENT: PW

DEPT. HEAD SIGNATURE: BY

SUBJECT: Motion to adopt Resolution 2023-____, authorizing a Memorandum of Understanding between Blaine County and the City of Hailey for snow removal services. **ACTION ITEM**

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

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

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to adopt Resolution 2023-____, authorizing a Memorandum of Understanding between Blaine County and the City of Hailey for snow removal services. **ACTION ITEM**

ADMINISTRATIVE COMMENTS/APPROVAL:

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

ACTION OF THE CITY COUNCIL:

Date _____

City Clerk _____

FOLLOW-UP:

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

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

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

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

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

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

WHEREAS, the City of Hailey and Blaine County agree to the terms and conditions of the Memorandum of Understanding, a copy of which is attached hereto.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HAILEY, IDAHO, that the City of Hailey approves the Memorandum of Understanding for snow removal services, and that the mayor is authorized to sign the Memorandum of Understanding.

Passed this 23rd day of October, 2023.

City of Hailey

Martha Burke, Mayor

ATTEST:

Mary Cone, City Clerk

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

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

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

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

County Responsibilities

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

City Responsibilities

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

3. TERMS AND TERMINATION: This Agreement shall be in full force and effect upon execution and will remain in effect through September 30, 2024. This MOU is subject to termination with or without cause by either Party with a thirty (30) day written notification prior to the commencement of work by either Party. Modifications within the scope of this MOU shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by all parties, prior to any changes being performed.

4. APPROVALS:

THE PARTIES HERETO have executed this instrument.

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

DATED this 3 day of October, 2023.

Blaine County, Idaho:



Muffy Davis, Chair

Attest:



Stephen McDougall Graham, Clerk

City of Hailey:

Mayor Martha Burke, Mayor

Attest:

Mary Cone, Clerk

Exhibit A
Snow Removal Priorities for County Roads

Level of Services

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

Drifting Conditions

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

Icy Conditions

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

Gannett Road

Due to the nature of traffic on Gannett Road, it will be handled differently in this respect. All icy spots will be sanded twice daily, once before 8:00 am and again before 3:00 pm.

Should icy conditions exist longer than three working days, a grader will cut the ice and snow build-up off the road.

Road Closures

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

The correct procedure to follow when closing a road is:

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

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

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 10/23/23

DEPARTMENT: PW

DEPT. HEAD SIGNATURE: BY

SUBJECT: Motion to approve Resolution 2023-____, authorizing the mayor's signature on seven applications to place surface water right numbers 37-22773, 37-22774, 37-22775, 37-22776 (four water rights associated with Northridge) and 37-22311, 37-22316, 37-22321 (three water rights associated with Old Cutters) into the Water Supply Bank. **ACTION ITEM**

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

Attached are the Water Supply Bank lease renewal applications for the Northridge Subdivision (water rights 37-22773, 37-22774, 37-22775 and 37-22776) and Old Cutter Subdivision (water rights 37-22311, 37-22316 and 37-22321) These rights are currently leased to the bank under 5-year contracts that expire 12/31/2023. The attached applications are requesting continued protection for another 5 years. The water rights could be subject to forfeiture if not used or placed in the bank.

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to approve Resolution 2023-____, authorizing the mayor's signature on seven applications to place surface water right numbers 37-22773, 37-22774, 37-22775, 37-22776 (four water rights associated with Northridge) and 37-22311, 37-22316, 37-22321 (three water rights associated with Old Cutters) into the Water Supply Bank. **ACTION ITEM**

ADMINISTRATIVE COMMENTS/APPROVAL:

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

ACTION OF THE CITY COUNCIL:

Date _____

City Clerk _____

FOLLOW-UP:

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

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

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

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY
AUTHORIZING SUBMISSION OF SEVEN APPLICATIONS WITH IDAHO WATER
RESOURCE BOARD TO LEASE SURFACE WATER RIGHT NOS. 37-22773, 37-22774,
37-22775, 37-22776 (ASSOCIATED TO NORTHRIDGE SUBDIVISION) AND 37-22311,
37-22316, 37-22321 (ASSOCIATED TO OLD CUTTERS SUBDIVISION) TO THE
WATER SUPPLY BANK.**

WHEREAS, the City of Hailey desires to lease surface water rights for irrigation water, which are not currently used by the city, to avoid future forfeiture.

WHEREAS, the City of Hailey agrees to submit the application for each water right, a copy of which is attached hereto.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HAILEY, IDAHO, that the City of Hailey approves the submission of the applications and authorizes the mayor to execute the attached applications.

Passed this 23rd day of October, 2023.

City of Hailey

Martha Burke, Mayor

ATTEST:

Mary Cone, City Clerk

STATE OF IDAHO
WATER RESOURCE BOARD

APPLICATION TO SELL OR LEASE A WATER RIGHT
TO THE WATER SUPPLY BANK

Designated Applicant City of Hailey Water Right No. 37-22773
(Select one owner – see item 1A on the application) (One water right per application)

Is this application being submitted with a rental application as a lease/rental package? Yes No

This application must be prepared in accordance with the minimum requirement checklist below. Use this checklist to ensure all necessary documentation has been provided. This checklist is part of the lease application and must be included with the lease application. **Applications that do not meet the minimum requirements will not be processed and may be returned or denied.**

MIMUMUM REQUIREMENT CHECKLIST		
All items must be checked as either <i>Attached (Yes)</i> or <i>Not Applicable (N/A)</i>		
Yes		
	<input checked="" type="checkbox"/>	Completed <i>Application to Sell or Lease a Water Right to the Water Supply Bank</i> .
	<input checked="" type="checkbox"/>	Application filing fee of \$250.00 per water right. If you are submitting more than one lease application and the water rights have an overlapping, common place of use, or a common diversion rate or volume, the total fee for all water rights is \$500.00. For places of use, multiple water rights must be used to irrigate the same lands in order to qualify for the joint filing fee. Individual filing fees are required for water rights that share a common permissible place of use but which cover separate acres within the permissible place of use.
	<input checked="" type="checkbox"/>	Confirmation this form has been printed single sided , per requirement of the Water Supply Bank.
Attachment	N/A	Yes
1A	<input checked="" type="checkbox"/>	<input type="checkbox"/> Signatures and contact information for <i>all owners</i> of the water right to be leased or sold on this application.
1B	<input checked="" type="checkbox"/>	<input type="checkbox"/> An Internal Revenue Service (IRS) Form W-9 for the Designated Applicant.
1C	<input checked="" type="checkbox"/>	<input type="checkbox"/> <i>Notice of Change in Water Right Ownership</i> form (accessible from www.idwr.idaho.gov).
1D	<input type="checkbox"/>	<input checked="" type="checkbox"/> Contact information for an authorized representative and documentary proof they are authorized to represent the Designated Applicant on this application. If the Designated Applicant is a business, partnership, municipality, organization or association, include documents identifying officers authorized to sign or act on behalf of the entity.
2	<input type="checkbox"/>	<input checked="" type="checkbox"/> Description of a water right portion offered to the Water Supply Bank.
3	<input type="checkbox"/>	<input checked="" type="checkbox"/> A map that clearly outlines the specific location where irrigated acres will be dried up, or where a beneficial use of water will be suspended. You have the option of printing a map using the map tool on IDWR’s website at: www.idwr.idaho.gov .
4A	<input type="checkbox"/>	<input checked="" type="checkbox"/> Written consent from irrigation district or water delivery company.
4G	<input checked="" type="checkbox"/>	<input type="checkbox"/> Evidence demonstrating the water right has not been forfeited pursuant to Section 42-222(2), Idaho Code .

Department Use Only			
Fee Amount \$	Received By:	Date Received:	Receipt #
W-9 received? Yes <input type="checkbox"/> No <input type="checkbox"/>	(Route W-9 to Fiscal)	Name on W-9:	

STATE OF IDAHO
WATER RESOURCE BOARD

APPLICATION TO SELL OR LEASE A WATER RIGHT
(Continued)

1. CONTACT INFORMATION

- A. This application must be completed by a Designated Applicant who is a current owner of the water right being sold or leased to the Water Supply Bank. If there are additional current owners, those individuals must authorize the Designated Applicant to represent them on this application by completing and signing Attachment 1A of this application package.

Designated Applicant City of Hailey

Mailing Address 115 S Main St Hailey ID 83333
Street City State Zip Code

Email Address Brian.yeager@haileycityhall.org Phone Number 208-788-4221

The Designated Applicant is the sole owner of the water right being sold or leased to the Water Supply Bank.

OR

The Designated Applicant is representing additional water right holders who have completed Attachment 1A.

- B. Has the Designated Applicant submitted an IRS Form W-9 to this Department within the last 2 years? Yes No
If no, complete the form and attach to this application (Attachment 1B).
- C. Are all applicants on this form listed in IDWR's records as the current owners of the water right? Yes No
If no, attach a *Notice of Change in Water Right Ownership* form along with the required documentation and fee (Attachment 1C).
- D. Is this application being completed by an authorized representative of the Designated Applicant? Yes No
If yes, representatives (includes employees of Designated Applicant companies) must complete this section and submit documentary proof of their authority to represent the Designated Applicant (Attachment 1D).

Name of Representative Lori Graves Organization HDR Inc

Professional Title Sr Water Rights Specialist Email Address lori.graves@hdrinc.com

Mailing Address 412 E Parkcenter Blvd, Ste 100, Boise, ID 83706 Phone Number 208-387-7000

Send all correspondence for this application to the representative and not to the Designated Applicant.

OR

Send original correspondence to the Designated Applicant and copies to the representative.

2. DESCRIPTION OF WATER RIGHT OFFERED TO THE BANK

The full water right is being offered to the Bank.

OR

A part of the water right is being offered to the Bank.

If a portion of the water right is being offered, **complete Attachment 2.**

3. MAP

Attach a map of the point(s) of diversion and place(s) of use proposed to be idled by this lease application. Make sure the idled place of use is outlined and annotated with legal land descriptions (Township, Range, Section and Quarter-Quarters) or with GPS coordinates. For irrigation purposes, mark the number of acres you desire to idle. If the water right proposed for lease is located within a permissible place of use (PPU) and portions of the PPU will continue to receive water from non-leased water rights, clearly outline on a map the acres within the PPU that will continue to be irrigated, as well as acres that will be idled during the lease term. Label the map **Attachment 3.**

STATE OF IDAHO
WATER RESOURCE BOARD

APPLICATION TO SELL OR LEASE A WATER RIGHT
(Continued)

4. GENERAL INFORMATION

- A. Is the diversion works or system owned or managed by an irrigation district or water delivery company? Yes No
If yes, provide written consent from the company, corporation or irrigation district authorizing the proposed sale or lease (Attachment 4A).

If your water right is delivered through a canal, lateral or ditch operated by a canal company, irrigation district, or similar delivery entity, your lease request must include written consent from the company, district, or similar entity for your removal of water from its system pursuant to [Section 42-108, Idaho Code](#) and [IDAPA WSB Rule 37.02.03.25.02e](#).

- B. Please provide a description of the current water diversion and delivery system.
Hiawatha Canal

- C. Describe any other water rights used for the same purpose at the same place of use as the water right being offered to the Bank. 37-22773, 37-22774, 37-22775, 37-22776

- D. Are any of the water rights identified in Section 4C stacked with the water right proposed for lease? Yes No
Stacked water rights are used together to achieve a common beneficial use, such as irrigation of the same lands. Stacked water rights cannot be separated and must be jointly leased to the Water Supply Bank. Stacked water rights qualify for the multiple fee payment of \$500.

- E. Will the present place of use continue to receive water from any other source? Yes No
If yes, explain the relationship between the different water sources and how enlargement of the authorized use will not occur if this water right is leased. Stacked rights are all being banked

- F. Identify annual volumes and/or rates of water diverted in the last 5 years to accomplish the beneficial use authorized by this water right. n/a - subject acres have been leased to the bank multiple years. This application seeks to renew lease #851 set to expire 12/31/2023.

- G. Has any portion of this water right undergone a period of five or more consecutive years of non-use? Yes No
If yes, describe the circumstances and attach evidence to demonstrate how the water right has not been lost through forfeiture (Attachment 4G). See [Section 42-223, Idaho Code](#) for exceptions to forfeiture. Your application may be denied if forfeiture concerns are not addressed. See item 4F above.

- H. Is this water right involved in any other IDWR process, such as an application for transfer or a mitigation plan?
If yes, describe. Yes No
Mitigation and associated water is not being banked

STATE OF IDAHO
WATER RESOURCE BOARD

APPLICATION TO SELL OR LEASE A WATER RIGHT
(Continued)

5. SALE/LEASE AGREEMENT

- A. Is the water right, or portion thereof, offered to the Idaho Water Resource Board (IWRB) for sale or lease ?
If lease, specify the years when the use of water will be suspended: 2024 to 2028 (maximum lease period 5 calendar years).
(Year) (Year) **(5 years)**
- B. Show the minimum payment acceptable to the seller/lessor. The minimum payment may be shown as the “current rental rate” as established by the IWRB. Include the method of determining the minimum payment if other than the current rental rate.
standard rate
-
-

I hereby assert that the information contained in this application is true to the best of my knowledge, and that I have the authorities necessary to offer this water right for sale or lease to the Idaho Water Resource Board.

The Designated Applicant acknowledges the following:

1. Payment to the Designated Applicant is contingent upon the sale or rental of the water right from the Bank.
2. While a water right is in the Bank, the seller/lessor of the water right may not use the water right, even if the water right is not rented from the Bank.
3. A water right accepted into the Bank stays in the Bank until the Designated Applicant receives written confirmation from the Board or Water Supply Bank that the water right has been released from the Bank.
4. While a water right is in the Bank, forfeiture is stayed.
5. Acceptance of a water right into the Bank does not, in itself, confirm the validity of the water right or any element of the water right.

Signature of Designated Applicant

Printed Name

Date

Signature of Authorized Representative

Printed Name

Date

Mail to:
Idaho Department of Water Resources
P.O. Box 83720
Boise, ID 83720-0098

**STATE OF IDAHO
WATER RESOURCE BOARD**

Complete Attachment 2 if only a portion of the water right is offered to the Bank.

ATTACHMENT 2

DESCRIPTION OF A WATER RIGHT PORTION OFFERED TO THE WATER SUPPLY BANK

<u>Water Right Number</u>	<u>Nature of Use</u>	<u>Leased Rate</u> <small>(cfs)</small>	<u>Leased Volume</u> <small>(af)</small>	<u>Leased Acres</u> <small>(ac)</small>
37-22773	Irrigation	0.12		14.1
	Total Amounts:	0.12		14.1

2. Source of water Big Wood River tributary to Malad River

3. Point(s) of diversion:

Twp	Rge	Sec	Lot	¼	¼	¼	County
3N	18E	20			SW	NW	Blaine






Idaho Water Resource Board
Water Supply Bank Lease Contract No. 851

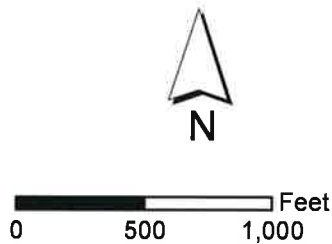
37-22773, 37-22774, 37-22775 & 37-22776

Effective until December 31, 2023

This map depicts the **place of use to be idled** pursuant to the lease contract and is attached to the contract solely for illustrative purposes.



-  Approved Lease Point of Diversion
-  Approved Lease Place of Use
-  Townships
-  PLS Sections
-  Quarter Quarters



**STATE OF IDAHO
WATER RESOURCE BOARD**

**APPLICATION TO SELL OR LEASE A WATER RIGHT
TO THE WATER SUPPLY BANK**

Designated Applicant City of Hailey **Water Right No.** 37-22774
(Select one owner – see item 1A on the application) (One water right per application)

Is this application being submitted with a rental application as a lease/rental package? Yes No

This application must be prepared in accordance with the minimum requirement checklist below. Use this checklist to ensure all necessary documentation has been provided. This checklist is part of the lease application and must be included with the lease application. **Applications that do not meet the minimum requirements will not be processed and may be returned or denied.**

MIMUMUM REQUIREMENT CHECKLIST		
All items must be checked as either <i>Attached (Yes)</i> or <i>Not Applicable (N/A)</i>		
Yes		
	<input checked="" type="checkbox"/>	Completed <i>Application to Sell or Lease a Water Right to the Water Supply Bank</i> .
	<input checked="" type="checkbox"/>	Application filing fee of \$250.00 per water right. If you are submitting more than one lease application and the water rights have an overlapping, common place of use, or a common diversion rate or volume, the total fee for all water rights is \$500.00. For places of use, multiple water rights must be used to irrigate the same lands in order to qualify for the joint filing fee. Individual filing fees are required for water rights that share a common permissible place of use but which cover separate acres within the permissible place of use.
	<input checked="" type="checkbox"/>	Confirmation this form has been printed single sided , per requirement of the Water Supply Bank.
Attachment	N/A	Yes
1A	<input checked="" type="checkbox"/>	<input type="checkbox"/>
		Signatures and contact information for <i>all owners</i> of the water right to be leased or sold on this application.
1B	<input checked="" type="checkbox"/>	<input type="checkbox"/>
		An Internal Revenue Service (IRS) Form W-9 for the Designated Applicant.
1C	<input checked="" type="checkbox"/>	<input type="checkbox"/>
		<i>Notice of Change in Water Right Ownership</i> form (accessible from www.idwr.idaho.gov).
1D	<input type="checkbox"/>	<input checked="" type="checkbox"/>
		Contact information for an authorized representative and documentary proof they are authorized to represent the Designated Applicant on this application. If the Designated Applicant is a business, partnership, municipality, organization or association, include documents identifying officers authorized to sign or act on behalf of the entity.
2	<input type="checkbox"/>	<input checked="" type="checkbox"/>
		Description of a water right portion offered to the Water Supply Bank.
3	<input type="checkbox"/>	<input checked="" type="checkbox"/>
		A map that clearly outlines the specific location where irrigated acres will be dried up, or where a beneficial use of water will be suspended. You have the option of printing a map using the map tool on IDWR’s website at: www.idwr.idaho.gov .
4A	<input type="checkbox"/>	<input checked="" type="checkbox"/>
		Written consent from irrigation district or water delivery company.
4G	<input checked="" type="checkbox"/>	<input type="checkbox"/>
		Evidence demonstrating the water right has not been forfeited pursuant to Section 42-222(2), Idaho Code .

Department Use Only			
Fee Amount \$	Received By:	Date Received:	Receipt #
W-9 received? Yes <input type="checkbox"/> No <input type="checkbox"/>	(Route W-9 to Fiscal)	Name on W-9:	

STATE OF IDAHO
WATER RESOURCE BOARD

APPLICATION TO SELL OR LEASE A WATER RIGHT
(Continued)

1. CONTACT INFORMATION

- A. This application must be completed by a Designated Applicant who is a current owner of the water right being sold or leased to the Water Supply Bank. If there are additional current owners, those individuals must authorize the Designated Applicant to represent them on this application by completing and signing Attachment 1A of this application package.

Designated Applicant City of Hailey
Mailing Address 115 S Main St Hailey ID 83333
Street City State Zip Code
Email Address Brian.yeager@haileycityhall.org Phone Number 208-788-4221

The Designated Applicant is the sole owner of the water right being sold or leased to the Water Supply Bank.

OR

The Designated Applicant is representing additional water right holders who have completed Attachment 1A.

- B. Has the Designated Applicant submitted an IRS Form W-9 to this Department within the last 2 years? Yes No
If no, complete the form and attach to this application (Attachment 1B).
- C. Are all applicants on this form listed in IDWR's records as the current owners of the water right? Yes No
If no, attach a *Notice of Change in Water Right Ownership* form along with the required documentation and fee (Attachment 1C).
- D. Is this application being completed by an authorized representative of the Designated Applicant? Yes No
If yes, representatives (includes employees of Designated Applicant companies) must complete this section and submit documentary proof of their authority to represent the Designated Applicant (Attachment 1D).

Name of Representative Lori Graves Organization HDR Inc
Professional Title Sr Water Rights Specialist Email Address lori.graves@hdrinc.com
Mailing Address 412 E Parkcenter Blvd, Ste 100, Boise, ID 83706 Phone Number 208-387-7000

Send all correspondence for this application to the representative and not to the Designated Applicant.

OR

Send original correspondence to the Designated Applicant and copies to the representative.

2. DESCRIPTION OF WATER RIGHT OFFERED TO THE BANK

The full water right is being offered to the Bank.

OR

A part of the water right is being offered to the Bank.
If a portion of the water right is being offered, **complete Attachment 2.**

3. MAP

Attach a map of the point(s) of diversion and place(s) of use proposed to be idled by this lease application. Make sure the idled place of use is outlined and annotated with legal land descriptions (Township, Range, Section and Quarter-Quarters) or with GPS coordinates. For irrigation purposes, mark the number of acres you desire to idle. If the water right proposed for lease is located within a permissible place of use (PPU) and portions of the PPU will continue to receive water from non-leased water rights, clearly outline on a map the acres within the PPU that will continue to be irrigated, as well as acres that will be idled during the lease term. Label the map **Attachment 3.**

STATE OF IDAHO
WATER RESOURCE BOARD

APPLICATION TO SELL OR LEASE A WATER RIGHT
(Continued)

4. GENERAL INFORMATION

- A. Is the diversion works or system owned or managed by an irrigation district or water delivery company? Yes No
If yes, provide written consent from the company, corporation or irrigation district authorizing the proposed sale or lease (Attachment 4A).

If your water right is delivered through a canal, lateral or ditch operated by a canal company, irrigation district, or similar delivery entity, your lease request must include written consent from the company, district, or similar entity for your removal of water from its system pursuant to [Section 42-108, Idaho Code](#) and [IDAPA WSB Rule 37.02.03.25.02e](#).

- B. Please provide a description of the current water diversion and delivery system.
Hiawatha Canal

- C. Describe any other water rights used for the same purpose at the same place of use as the water right being offered to the Bank. 37-22773, 37-22774, 37-22775, 37-22776

- D. Are any of the water rights identified in Section 4C stacked with the water right proposed for lease? Yes No
Stacked water rights are used together to achieve a common beneficial use, such as irrigation of the same lands. Stacked water rights cannot be separated and must be jointly leased to the Water Supply Bank. Stacked water rights qualify for the multiple fee payment of \$500.

- E. Will the present place of use continue to receive water from any other source? Yes No
If yes, explain the relationship between the different water sources and how enlargement of the authorized use will not occur if this water right is leased. Stacked rights are all being banked

- F. Identify annual volumes and/or rates of water diverted in the last 5 years to accomplish the beneficial use authorized by this water right. n/a - subject acres have been leased to the bank multiple years. This application seeks to renew lease #851 set to expire 12/31/2023.

- G. Has any portion of this water right undergone a period of five or more consecutive years of non-use? Yes No
If yes, describe the circumstances and attach evidence to demonstrate how the water right has not been lost through forfeiture (Attachment 4G). See [Section 42-223, Idaho Code](#) for exceptions to forfeiture. Your application may be denied if forfeiture concerns are not addressed. See item 4F above.

- H. Is this water right involved in any other IDWR process, such as an application for transfer or a mitigation plan?
If yes, describe. Yes No
Mitigation and associated water is not being banked

STATE OF IDAHO
WATER RESOURCE BOARD

APPLICATION TO SELL OR LEASE A WATER RIGHT
(Continued)

5. SALE/LEASE AGREEMENT

A. Is the water right, or portion thereof, offered to the Idaho Water Resource Board (IWRB) for sale or lease ?

If lease, specify the years when the use of water will be suspended: 2024 to 2028 (maximum lease period 5 calendar years).
(Year) (Year) **(5 years)**

B. Show the minimum payment acceptable to the seller/lessor. The minimum payment may be shown as the “current rental rate” as established by the IWRB. Include the method of determining the minimum payment if other than the current rental rate.
standard rate

I hereby assert that the information contained in this application is true to the best of my knowledge, and that I have the authorities necessary to offer this water right for sale or lease to the Idaho Water Resource Board.

The Designated Applicant acknowledges the following:

1. Payment to the Designated Applicant is contingent upon the sale or rental of the water right from the Bank.
2. While a water right is in the Bank, the seller/lessor of the water right may not use the water right, even if the water right is not rented from the Bank.
3. A water right accepted into the Bank stays in the Bank until the Designated Applicant receives written confirmation from the Board or Water Supply Bank that the water right has been released from the Bank.
4. While a water right is in the Bank, forfeiture is stayed.
5. Acceptance of a water right into the Bank does not, in itself, confirm the validity of the water right or any element of the water right.

Signature of Designated Applicant

Printed Name

Date

Signature of Authorized Representative

Printed Name

Date

Mail to:
Idaho Department of Water Resources
P.O. Box 83720
Boise, ID 83720-0098

**STATE OF IDAHO
WATER RESOURCE BOARD**

Complete Attachment 2 if only a portion of the water right is offered to the Bank.

ATTACHMENT 2

DESCRIPTION OF A WATER RIGHT PORTION OFFERED TO THE WATER SUPPLY BANK

<u>Water Right Number</u>	<u>Nature of Use</u>	<u>Leased Rate</u> <small>(cfs)</small>	<u>Leased Volume</u> <small>(af)</small>	<u>Leased Acres</u> <small>(ac)</small>
37-22774	Irrigation	0.12		14.1
	Total Amounts:	0.12		14.1

2. Source of water Big Wood River tributary to Malad River

3. Point(s) of diversion:

Twp	Rge	Sec	Lot	¼	¼	¼	County
3N	18E	20			SW	NW	Blaine

Idaho Water Resource Board
Water Supply Bank Lease Contract No. 851

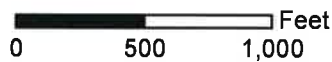
37-22773, 37-22774, 37-22775 & 37-22776

Effective until December 31, 2023

This map depicts the **place of use to be idled** pursuant to the lease contract and is attached to the contract solely for illustrative purposes.



- Approved Lease Point of Diversion
- Approved Lease Place of Use
- Townships
- PLS Sections
- Quarter Quarters



**STATE OF IDAHO
WATER RESOURCE BOARD**

**APPLICATION TO SELL OR LEASE A WATER RIGHT
TO THE WATER SUPPLY BANK**

Designated Applicant City of Hailey **Water Right No.** 37-22775
(Select one owner – see item 1A on the application) (One water right per application)

Is this application being submitted with a rental application as a lease/rental package? Yes No

This application must be prepared in accordance with the minimum requirement checklist below. Use this checklist to ensure all necessary documentation has been provided. This checklist is part of the lease application and must be included with the lease application. **Applications that do not meet the minimum requirements will not be processed and may be returned or denied.**

MIMUMUM REQUIREMENT CHECKLIST		
All items must be checked as either <i>Attached (Yes)</i> or <i>Not Applicable (N/A)</i>		
Yes		
	<input checked="" type="checkbox"/>	Completed <i>Application to Sell or Lease a Water Right to the Water Supply Bank</i> .
	<input checked="" type="checkbox"/>	Application filing fee of \$250.00 per water right. If you are submitting more than one lease application and the water rights have an overlapping, common place of use, or a common diversion rate or volume, the total fee for all water rights is \$500.00. For places of use, multiple water rights must be used to irrigate the same lands in order to qualify for the joint filing fee. Individual filing fees are required for water rights that share a common permissible place of use but which cover separate acres within the permissible place of use.
	<input checked="" type="checkbox"/>	Confirmation this form has been printed single sided , per requirement of the Water Supply Bank.
Attachment	N/A	Yes
1A	<input checked="" type="checkbox"/>	<input type="checkbox"/>
		Signatures and contact information for <i>all owners</i> of the water right to be leased or sold on this application.
1B	<input checked="" type="checkbox"/>	<input type="checkbox"/>
		An Internal Revenue Service (IRS) Form W-9 for the Designated Applicant.
1C	<input checked="" type="checkbox"/>	<input type="checkbox"/>
		<i>Notice of Change in Water Right Ownership</i> form (accessible from www.idwr.idaho.gov).
1D	<input type="checkbox"/>	<input checked="" type="checkbox"/>
		Contact information for an authorized representative and documentary proof they are authorized to represent the Designated Applicant on this application. If the Designated Applicant is a business, partnership, municipality, organization or association, include documents identifying officers authorized to sign or act on behalf of the entity.
2	<input type="checkbox"/>	<input checked="" type="checkbox"/>
		Description of a water right portion offered to the Water Supply Bank.
3	<input type="checkbox"/>	<input checked="" type="checkbox"/>
		A map that clearly outlines the specific location where irrigated acres will be dried up, or where a beneficial use of water will be suspended. You have the option of printing a map using the map tool on IDWR’s website at: www.idwr.idaho.gov .
4A	<input type="checkbox"/>	<input checked="" type="checkbox"/>
		Written consent from irrigation district or water delivery company.
4G	<input checked="" type="checkbox"/>	<input type="checkbox"/>
		Evidence demonstrating the water right has not been forfeited pursuant to Section 42-222(2), Idaho Code .

Department Use Only			
Fee Amount \$	Received By:	Date Received:	Receipt #
W-9 received? Yes <input type="checkbox"/> No <input type="checkbox"/>	(Route W-9 to Fiscal)	Name on W-9:	

STATE OF IDAHO
WATER RESOURCE BOARD

APPLICATION TO SELL OR LEASE A WATER RIGHT
(Continued)

1. CONTACT INFORMATION

- A. This application must be completed by a Designated Applicant who is a current owner of the water right being sold or leased to the Water Supply Bank. If there are additional current owners, those individuals must authorize the Designated Applicant to represent them on this application by completing and signing Attachment 1A of this application package.

Designated Applicant City of Hailey
Mailing Address 115 S Main St Hailey ID 83333
Street City State Zip Code
Email Address Brian.yeager@haileycityhall.org Phone Number 208-788-4221

The Designated Applicant is the sole owner of the water right being sold or leased to the Water Supply Bank.

OR

The Designated Applicant is representing additional water right holders who have completed Attachment 1A.

- B. Has the Designated Applicant submitted an IRS Form W-9 to this Department within the last 2 years? Yes No
If no, complete the form and attach to this application (Attachment 1B).
- C. Are all applicants on this form listed in IDWR's records as the current owners of the water right? Yes No
If no, attach a *Notice of Change in Water Right Ownership* form along with the required documentation and fee (Attachment 1C).
- D. Is this application being completed by an authorized representative of the Designated Applicant? Yes No
If yes, representatives (includes employees of Designated Applicant companies) must complete this section and submit documentary proof of their authority to represent the Designated Applicant (Attachment 1D).

Name of Representative Lori Graves Organization HDR Inc
Professional Title Sr Water Rights Specialist Email Address lori.graves@hdrinc.com
Mailing Address 412 E Parkcenter Blvd, Ste 100, Boise, ID 83706 Phone Number 208-387-7000

Send all correspondence for this application to the representative and not to the Designated Applicant.

OR

Send original correspondence to the Designated Applicant and copies to the representative.

2. DESCRIPTION OF WATER RIGHT OFFERED TO THE BANK

The full water right is being offered to the Bank.

OR

A part of the water right is being offered to the Bank.

If a portion of the water right is being offered, **complete Attachment 2.**

3. MAP

Attach a map of the point(s) of diversion and place(s) of use proposed to be idled by this lease application. Make sure the idled place of use is outlined and annotated with legal land descriptions (Township, Range, Section and Quarter-Quarters) or with GPS coordinates. For irrigation purposes, mark the number of acres you desire to idle. If the water right proposed for lease is located within a permissible place of use (PPU) and portions of the PPU will continue to receive water from non-leased water rights, clearly outline on a map the acres within the PPU that will continue to be irrigated, as well as acres that will be idled during the lease term. Label the map **Attachment 3.**

STATE OF IDAHO
WATER RESOURCE BOARD

APPLICATION TO SELL OR LEASE A WATER RIGHT
(Continued)

4. GENERAL INFORMATION

- A. Is the diversion works or system owned or managed by an irrigation district or water delivery company? Yes No
If yes, provide written consent from the company, corporation or irrigation district authorizing the proposed sale or lease (Attachment 4A).

If your water right is delivered through a canal, lateral or ditch operated by a canal company, irrigation district, or similar delivery entity, your lease request must include written consent from the company, district, or similar entity for your removal of water from its system pursuant to [Section 42-108, Idaho Code](#) and [IDAPA WSB Rule 37.02.03.25.02e](#).

- B. Please provide a description of the current water diversion and delivery system.
Hiawatha Canal

- C. Describe any other water rights used for the same purpose at the same place of use as the water right being offered to the Bank. 37-22773, 37-22774, 37-22775, 37-22776

- D. Are any of the water rights identified in Section 4C stacked with the water right proposed for lease? Yes No
Stacked water rights are used together to achieve a common beneficial use, such as irrigation of the same lands. Stacked water rights cannot be separated and must be jointly leased to the Water Supply Bank. Stacked water rights qualify for the multiple fee payment of \$500.

- E. Will the present place of use continue to receive water from any other source? Yes No
If yes, explain the relationship between the different water sources and how enlargement of the authorized use will not occur if this water right is leased. Stacked rights are all being banked

- F. Identify annual volumes and/or rates of water diverted in the last 5 years to accomplish the beneficial use authorized by this water right. n/a - subject acres have been leased to the bank multiple years. This application seeks to renew lease #851 set to expire 12/31/2023.

- G. Has any portion of this water right undergone a period of five or more consecutive years of non-use? Yes No
If yes, describe the circumstances and attach evidence to demonstrate how the water right has not been lost through forfeiture (Attachment 4G). See [Section 42-223, Idaho Code](#) for exceptions to forfeiture. Your application may be denied if forfeiture concerns are not addressed. See item 4F above.

- H. Is this water right involved in any other IDWR process, such as an application for transfer or a mitigation plan?
If yes, describe. Yes No
Mitigation and associated water is not being banked

STATE OF IDAHO
WATER RESOURCE BOARD

APPLICATION TO SELL OR LEASE A WATER RIGHT
(Continued)

5. SALE/LEASE AGREEMENT

A. Is the water right, or portion thereof, offered to the Idaho Water Resource Board (IWRB) for sale or lease ?

If lease, specify the years when the use of water will be suspended: 2024 to 2028 (maximum lease period 5 calendar years).
(Year) (Year) **(5 years)**

B. Show the minimum payment acceptable to the seller/lessor. The minimum payment may be shown as the “current rental rate” as established by the IWRB. Include the method of determining the minimum payment if other than the current rental rate.
standard rate

I hereby assert that the information contained in this application is true to the best of my knowledge, and that I have the authorities necessary to offer this water right for sale or lease to the Idaho Water Resource Board.

The Designated Applicant acknowledges the following:

1. Payment to the Designated Applicant is contingent upon the sale or rental of the water right from the Bank.
2. While a water right is in the Bank, the seller/lessor of the water right may not use the water right, even if the water right is not rented from the Bank.
3. A water right accepted into the Bank stays in the Bank until the Designated Applicant receives written confirmation from the Board or Water Supply Bank that the water right has been released from the Bank.
4. While a water right is in the Bank, forfeiture is stayed.
5. Acceptance of a water right into the Bank does not, in itself, confirm the validity of the water right or any element of the water right.

Signature of Designated Applicant

Printed Name

Date

Signature of Authorized Representative

Printed Name

Date

Mail to:
Idaho Department of Water Resources
P.O. Box 83720
Boise, ID 83720-0098

**STATE OF IDAHO
WATER RESOURCE BOARD**

Complete Attachment 2 if only a portion of the water right is offered to the Bank.

ATTACHMENT 2

DESCRIPTION OF A WATER RIGHT PORTION OFFERED TO THE WATER SUPPLY BANK

<u>Water Right Number</u>	<u>Nature of Use</u>	<u>Leased Rate</u> <small>(cfs)</small>	<u>Leased Volume</u> <small>(af)</small>	<u>Leased Acres</u> <small>(ac)</small>
37-22775	Irrigation	0.24		14.1
	Total Amounts:	0.24		14.1

2. Source of water Big Wood River tributary to Malad River

3. Point(s) of diversion:

Twp	Rge	Sec	Lot	¼	¼	¼	County
3N	18E	20			SW	NW	Blaine

Idaho Water Resource Board
Water Supply Bank Lease Contract No. 851

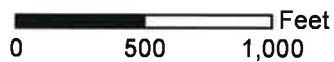
37-22773, 37-22774, 37-22775 & 37-22776

Effective until December 31, 2023

This map depicts the **place of use to be idled** pursuant to the lease contract and is attached to the contract solely for illustrative purposes.



- Approved Lease Point of Diversion
- Approved Lease Place of Use
- Townships
- PLS Sections
- Quarter Quarters



**STATE OF IDAHO
WATER RESOURCE BOARD**

**APPLICATION TO SELL OR LEASE A WATER RIGHT
TO THE WATER SUPPLY BANK**

Designated Applicant City of Hailey **Water Right No.** 37-22776
(Select one owner – see item 1A on the application) (One water right per application)

Is this application being submitted with a rental application as a lease/rental package? Yes No

This application must be prepared in accordance with the minimum requirement checklist below. Use this checklist to ensure all necessary documentation has been provided. This checklist is part of the lease application and must be included with the lease application. **Applications that do not meet the minimum requirements will not be processed and may be returned or denied.**

MIMUMUM REQUIREMENT CHECKLIST		
All items must be checked as either <i>Attached (Yes)</i> or <i>Not Applicable (N/A)</i>		
Yes		
	<input checked="" type="checkbox"/>	Completed <i>Application to Sell or Lease a Water Right to the Water Supply Bank</i> .
	<input checked="" type="checkbox"/>	Application filing fee of \$250.00 per water right. If you are submitting more than one lease application and the water rights have an overlapping, common place of use, or a common diversion rate or volume, the total fee for all water rights is \$500.00. For places of use, multiple water rights must be used to irrigate the same lands in order to qualify for the joint filing fee. Individual filing fees are required for water rights that share a common permissible place of use but which cover separate acres within the permissible place of use.
	<input checked="" type="checkbox"/>	Confirmation this form has been printed single sided , per requirement of the Water Supply Bank.
Attachment	N/A	Yes
1A	<input checked="" type="checkbox"/>	<input type="checkbox"/>
		Signatures and contact information for <i>all owners</i> of the water right to be leased or sold on this application.
1B	<input checked="" type="checkbox"/>	<input type="checkbox"/>
		An Internal Revenue Service (IRS) Form W-9 for the Designated Applicant.
1C	<input checked="" type="checkbox"/>	<input type="checkbox"/>
		<i>Notice of Change in Water Right Ownership</i> form (accessible from www.idwr.idaho.gov).
1D	<input type="checkbox"/>	<input checked="" type="checkbox"/>
		Contact information for an authorized representative and documentary proof they are authorized to represent the Designated Applicant on this application. If the Designated Applicant is a business, partnership, municipality, organization or association, include documents identifying officers authorized to sign or act on behalf of the entity.
2	<input type="checkbox"/>	<input checked="" type="checkbox"/>
		Description of a water right portion offered to the Water Supply Bank.
3	<input type="checkbox"/>	<input checked="" type="checkbox"/>
		A map that clearly outlines the specific location where irrigated acres will be dried up, or where a beneficial use of water will be suspended. You have the option of printing a map using the map tool on IDWR’s website at: www.idwr.idaho.gov .
4A	<input type="checkbox"/>	<input checked="" type="checkbox"/>
		Written consent from irrigation district or water delivery company.
4G	<input checked="" type="checkbox"/>	<input type="checkbox"/>
		Evidence demonstrating the water right has not been forfeited pursuant to Section 42-222(2), Idaho Code .

Department Use Only			
Fee Amount \$	Received By:	Date Received:	Receipt #
W-9 received? Yes <input type="checkbox"/> No <input type="checkbox"/>	(Route W-9 to Fiscal)	Name on W-9:	

STATE OF IDAHO
WATER RESOURCE BOARD

APPLICATION TO SELL OR LEASE A WATER RIGHT
(Continued)

1. CONTACT INFORMATION

- A. This application must be completed by a Designated Applicant who is a current owner of the water right being sold or leased to the Water Supply Bank. If there are additional current owners, those individuals must authorize the Designated Applicant to represent them on this application by completing and signing Attachment 1A of this application package.

Designated Applicant City of Hailey
Mailing Address 115 S Main St Hailey ID 83333
Street City State Zip Code
Email Address Brian.yeager@haileycityhall.org Phone Number 208-788-4221

The Designated Applicant is the sole owner of the water right being sold or leased to the Water Supply Bank.

OR

The Designated Applicant is representing additional water right holders who have completed Attachment 1A.

- B. Has the Designated Applicant submitted an IRS Form W-9 to this Department within the last 2 years? Yes No
If no, complete the form and attach to this application (Attachment 1B).
- C. Are all applicants on this form listed in IDWR's records as the current owners of the water right? Yes No
If no, attach a *Notice of Change in Water Right Ownership* form along with the required documentation and fee (Attachment 1C).
- D. Is this application being completed by an authorized representative of the Designated Applicant? Yes No
If yes, representatives (includes employees of Designated Applicant companies) must complete this section and submit documentary proof of their authority to represent the Designated Applicant (Attachment 1D).

Name of Representative Lori Graves Organization HDR Inc
Professional Title Sr Water Rights Specialist Email Address lori.graves@hdrinc.com
Mailing Address 412 E Parkcenter Blvd, Ste 100, Boise, ID 83706 Phone Number 208-387-7000

Send all correspondence for this application to the representative and not to the Designated Applicant.

OR

Send original correspondence to the Designated Applicant and copies to the representative.

2. DESCRIPTION OF WATER RIGHT OFFERED TO THE BANK

The full water right is being offered to the Bank.

OR

A part of the water right is being offered to the Bank.
If a portion of the water right is being offered, **complete Attachment 2.**

3. MAP

Attach a map of the point(s) of diversion and place(s) of use proposed to be idled by this lease application. Make sure the idled place of use is outlined and annotated with legal land descriptions (Township, Range, Section and Quarter-Quarters) or with GPS coordinates. For irrigation purposes, mark the number of acres you desire to idle. If the water right proposed for lease is located within a permissible place of use (PPU) and portions of the PPU will continue to receive water from non-leased water rights, clearly outline on a map the acres within the PPU that will continue to be irrigated, as well as acres that will be idled during the lease term. Label the map **Attachment 3.**

STATE OF IDAHO
WATER RESOURCE BOARD

APPLICATION TO SELL OR LEASE A WATER RIGHT
(Continued)

4. GENERAL INFORMATION

- A. Is the diversion works or system owned or managed by an irrigation district or water delivery company? Yes No
If yes, provide written consent from the company, corporation or irrigation district authorizing the proposed sale or lease (Attachment 4A).

If your water right is delivered through a canal, lateral or ditch operated by a canal company, irrigation district, or similar delivery entity, your lease request must include written consent from the company, district, or similar entity for your removal of water from its system pursuant to [Section 42-108, Idaho Code](#) and [IDAPA WSB Rule 37.02.03.25.02e](#).

- B. Please provide a description of the current water diversion and delivery system.
Hiawatha Canal

- C. Describe any other water rights used for the same purpose at the same place of use as the water right being offered to the Bank. 37-22773, 37-22774, 37-22775, 37-22776

- D. Are any of the water rights identified in Section 4C stacked with the water right proposed for lease? Yes No
Stacked water rights are used together to achieve a common beneficial use, such as irrigation of the same lands. Stacked water rights cannot be separated and must be jointly leased to the Water Supply Bank. Stacked water rights qualify for the multiple fee payment of \$500.

- E. Will the present place of use continue to receive water from any other source? Yes No
If yes, explain the relationship between the different water sources and how enlargement of the authorized use will not occur if this water right is leased. Stacked rights are all being banked

- F. Identify annual volumes and/or rates of water diverted in the last 5 years to accomplish the beneficial use authorized by this water right. n/a - subject acres have been leased to the bank multiple years. This application seeks to renew lease #851 set to expire 12/31/2023.

- G. Has any portion of this water right undergone a period of five or more consecutive years of non-use? Yes No
If yes, describe the circumstances and attach evidence to demonstrate how the water right has not been lost through forfeiture (Attachment 4G). See [Section 42-223, Idaho Code](#) for exceptions to forfeiture. Your application may be denied if forfeiture concerns are not addressed. See item 4F above.

- H. Is this water right involved in any other IDWR process, such as an application for transfer or a mitigation plan?
If yes, describe. Yes No
Mitigation and associated water is not being banked

STATE OF IDAHO
WATER RESOURCE BOARD

APPLICATION TO SELL OR LEASE A WATER RIGHT
(Continued)

5. SALE/LEASE AGREEMENT

A. Is the water right, or portion thereof, offered to the Idaho Water Resource Board (IWRB) for sale or lease ?

If lease, specify the years when the use of water will be suspended: 2024 to 2028 (maximum lease period 5 calendar years).
(Year) (Year) **(5 years)**

B. Show the minimum payment acceptable to the seller/lessor. The minimum payment may be shown as the “current rental rate” as established by the IWRB. Include the method of determining the minimum payment if other than the current rental rate.
standard rate

I hereby assert that the information contained in this application is true to the best of my knowledge, and that I have the authorities necessary to offer this water right for sale or lease to the Idaho Water Resource Board.

The Designated Applicant acknowledges the following:

1. Payment to the Designated Applicant is contingent upon the sale or rental of the water right from the Bank.
2. While a water right is in the Bank, the seller/lessor of the water right may not use the water right, even if the water right is not rented from the Bank.
3. A water right accepted into the Bank stays in the Bank until the Designated Applicant receives written confirmation from the Board or Water Supply Bank that the water right has been released from the Bank.
4. While a water right is in the Bank, forfeiture is stayed.
5. Acceptance of a water right into the Bank does not, in itself, confirm the validity of the water right or any element of the water right.

Signature of Designated Applicant

Printed Name

Date

Signature of Authorized Representative

Printed Name

Date

Mail to:
Idaho Department of Water Resources
P.O. Box 83720
Boise, ID 83720-0098

**STATE OF IDAHO
WATER RESOURCE BOARD**

Complete Attachment 2 if only a portion of the water right is offered to the Bank.

ATTACHMENT 2

DESCRIPTION OF A WATER RIGHT PORTION OFFERED TO THE WATER SUPPLY BANK

<u>Water Right Number</u>	<u>Nature of Use</u>	<u>Leased Rate</u> <small>(cfs)</small>	<u>Leased Volume</u> <small>(af)</small>	<u>Leased Acres</u> <small>(ac)</small>
37-22776	Irrigation	0.14		14.1
	Total Amounts:	0.14		14.1

2. Source of water Big Wood River tributary to Malad River

3. Point(s) of diversion:

Twp	Rge	Sec	Lot	¼	¼	¼	County
3N	18E	20			SW	NW	Blaine

Idaho Water Resource Board
Water Supply Bank Lease Contract No. 851

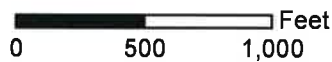
37-22773, 37-22774, 37-22775 & 37-22776

Effective until December 31, 2023

This map depicts the **place of use to be idled** pursuant to the lease contract and is attached to the contract solely for illustrative purposes.



- Approved Lease Point of Diversion
- Approved Lease Place of Use
- Townships
- PLS Sections
- Quarter Quarters



**STATE OF IDAHO
WATER RESOURCE BOARD**

**APPLICATION TO SELL OR LEASE A WATER RIGHT
TO THE WATER SUPPLY BANK**

Designated Applicant City of Hailey **Water Right No.** 37-22311
(Select one owner – see item 1A on the application) (One water right per application)

Is this application being submitted with a rental application as a lease/rental package? Yes No

This application must be prepared in accordance with the minimum requirement checklist below. Use this checklist to ensure all necessary documentation has been provided. This checklist is part of the lease application and must be included with the lease application. **Applications that do not meet the minimum requirements will not be processed and may be returned or denied.**

MIMUMUM REQUIREMENT CHECKLIST		
All items must be checked as either <i>Attached (Yes)</i> or <i>Not Applicable (N/A)</i>		
Yes		
	<input checked="" type="checkbox"/>	Completed <i>Application to Sell or Lease a Water Right to the Water Supply Bank</i> .
	<input checked="" type="checkbox"/>	Application filing fee of \$250.00 per water right. If you are submitting more than one lease application and the water rights have an overlapping, common place of use, or a common diversion rate or volume, the total fee for all water rights is \$500.00. For places of use, multiple water rights must be used to irrigate the same lands in order to qualify for the joint filing fee. Individual filing fees are required for water rights that share a common permissible place of use but which cover separate acres within the permissible place of use.
	<input checked="" type="checkbox"/>	Confirmation this form has been printed single sided , per requirement of the Water Supply Bank.
Attachment	N/A	Yes
1A	<input checked="" type="checkbox"/>	<input type="checkbox"/>
		Signatures and contact information for <i>all owners</i> of the water right to be leased or sold on this application.
1B	<input checked="" type="checkbox"/>	<input type="checkbox"/>
		An Internal Revenue Service (IRS) Form W-9 for the Designated Applicant.
1C	<input checked="" type="checkbox"/>	<input type="checkbox"/>
		<i>Notice of Change in Water Right Ownership</i> form (accessible from www.idwr.idaho.gov).
1D	<input type="checkbox"/>	<input checked="" type="checkbox"/>
		Contact information for an authorized representative and documentary proof they are authorized to represent the Designated Applicant on this application. If the Designated Applicant is a business, partnership, municipality, organization or association, include documents identifying officers authorized to sign or act on behalf of the entity.
2	<input checked="" type="checkbox"/>	<input type="checkbox"/>
		Description of a water right portion offered to the Water Supply Bank.
3	<input type="checkbox"/>	<input checked="" type="checkbox"/>
		A map that clearly outlines the specific location where irrigated acres will be dried up, or where a beneficial use of water will be suspended. You have the option of printing a map using the map tool on IDWR’s website at: www.idwr.idaho.gov .
4A	<input type="checkbox"/>	<input checked="" type="checkbox"/>
		Written consent from irrigation district or water delivery company.
4G	<input checked="" type="checkbox"/>	<input type="checkbox"/>
		Evidence demonstrating the water right has not been forfeited pursuant to Section 42-222(2), Idaho Code .

Department Use Only			
Fee Amount \$	Received By:	Date Received:	Receipt #
W-9 received? Yes <input type="checkbox"/> No <input type="checkbox"/>	(Route W-9 to Fiscal)	Name on W-9:	

STATE OF IDAHO
WATER RESOURCE BOARD

APPLICATION TO SELL OR LEASE A WATER RIGHT
(Continued)

1. CONTACT INFORMATION

- A. This application must be completed by a Designated Applicant who is a current owner of the water right being sold or leased to the Water Supply Bank. If there are additional current owners, those individuals must authorize the Designated Applicant to represent them on this application by completing and signing Attachment 1A of this application package.

Designated Applicant City of Hailey
Mailing Address 115 S Main St Hailey ID 83333
Street City State Zip Code
Email Address Brian.yeager@haileycityhall.org Phone Number 208-788-4221

The Designated Applicant is the sole owner of the water right being sold or leased to the Water Supply Bank.

OR

The Designated Applicant is representing additional water right holders who have completed Attachment 1A.

- B. Has the Designated Applicant submitted an IRS Form W-9 to this Department within the last 2 years? Yes No
If no, complete the form and attach to this application (Attachment 1B).
- C. Are all applicants on this form listed in IDWR's records as the current owners of the water right? Yes No
If no, attach a *Notice of Change in Water Right Ownership* form along with the required documentation and fee (Attachment 1C).
- D. Is this application being completed by an authorized representative of the Designated Applicant? Yes No
If yes, representatives (includes employees of Designated Applicant companies) must complete this section and submit documentary proof of their authority to represent the Designated Applicant (Attachment 1D).

Name of Representative Lori Graves Organization HDR Inc
Professional Title Sr Water Rights Specialist Email Address lori.graves@hdrinc.com
Mailing Address 412 E Parkcenter Blvd, Ste 100, Boise, ID 83706 Phone Number 208-387-7000

Send all correspondence for this application to the representative and not to the Designated Applicant.

OR

Send original correspondence to the Designated Applicant and copies to the representative.

2. DESCRIPTION OF WATER RIGHT OFFERED TO THE BANK

The full water right is being offered to the Bank.

OR

A part of the water right is being offered to the Bank.
If a portion of the water right is being offered, **complete Attachment 2.**

3. MAP

Attach a map of the point(s) of diversion and place(s) of use proposed to be idled by this lease application. Make sure the idled place of use is outlined and annotated with legal land descriptions (Township, Range, Section and Quarter-Quarters) or with GPS coordinates. For irrigation purposes, mark the number of acres you desire to idle. If the water right proposed for lease is located within a permissible place of use (PPU) and portions of the PPU will continue to receive water from non-leased water rights, clearly outline on a map the acres within the PPU that will continue to be irrigated, as well as acres that will be idled during the lease term. Label the map **Attachment 3.**

STATE OF IDAHO
WATER RESOURCE BOARD

APPLICATION TO SELL OR LEASE A WATER RIGHT
(Continued)

4. GENERAL INFORMATION

- A. Is the diversion works or system owned or managed by an irrigation district or water delivery company? Yes No
If yes, provide written consent from the company, corporation or irrigation district authorizing the proposed sale or lease (Attachment 4A).

If your water right is delivered through a canal, lateral or ditch operated by a canal company, irrigation district, or similar delivery entity, your lease request must include written consent from the company, district, or similar entity for your removal of water from its system pursuant to [Section 42-108, Idaho Code](#) and [IDAPA WSB Rule 37.02.03.25.02e](#).

- B. Please provide a description of the current water diversion and delivery system.

Hiawatha Canal

- C. Describe any other water rights used for the same purpose at the same place of use as the water right being offered to the Bank. 37-22311, 37-22316, 37-22321

- D. Are any of the water rights identified in Section 4C stacked with the water right proposed for lease? Yes No

Stacked water rights are used together to achieve a common beneficial use, such as irrigation of the same lands. Stacked water rights cannot be separated and must be jointly leased to the Water Supply Bank. Stacked water rights qualify for the multiple fee payment of \$500.

- E. Will the present place of use continue to receive water from any other source? Yes No

If yes, explain the relationship between the different water sources and how enlargement of the authorized use will not occur if this water right is leased. Stacked rights are all being banked

- F. Identify annual volumes and/or rates of water diverted in the last 5 years to accomplish the beneficial use authorized by this water right. n/a - subject acres have been leased to the bank multiple years. This application seeks to renew lease #850 set to expire 12/31/2023.

- G. Has any portion of this water right undergone a period of five or more consecutive years of non-use? Yes No

If yes, describe the circumstances and attach evidence to demonstrate how the water right has not been lost through forfeiture (Attachment 4G). See [Section 42-223, Idaho Code](#) for exceptions to forfeiture. Your application may be denied if forfeiture concerns are not addressed. See item 4F above.

- H. Is this water right involved in any other IDWR process, such as an application for transfer or a mitigation plan?

If yes, describe. Yes No

STATE OF IDAHO
WATER RESOURCE BOARD

APPLICATION TO SELL OR LEASE A WATER RIGHT
(Continued)

5. SALE/LEASE AGREEMENT

A. Is the water right, or portion thereof, offered to the Idaho Water Resource Board (IWRB) for sale or lease ?

If lease, specify the years when the use of water will be suspended: 2024 to 2028 (maximum lease period 5 calendar years).
(Year) (Year) (5 years)

B. Show the minimum payment acceptable to the seller/lessor. The minimum payment may be shown as the “current rental rate” as established by the IWRB. Include the method of determining the minimum payment if other than the current rental rate.
standard rate

I hereby assert that the information contained in this application is true to the best of my knowledge, and that I have the authorities necessary to offer this water right for sale or lease to the Idaho Water Resource Board.

The Designated Applicant acknowledges the following:

1. Payment to the Designated Applicant is contingent upon the sale or rental of the water right from the Bank.
2. While a water right is in the Bank, the seller/lessor of the water right may not use the water right, even if the water right is not rented from the Bank.
3. A water right accepted into the Bank stays in the Bank until the Designated Applicant receives written confirmation from the Board or Water Supply Bank that the water right has been released from the Bank.
4. While a water right is in the Bank, forfeiture is stayed.
5. Acceptance of a water right into the Bank does not, in itself, confirm the validity of the water right or any element of the water right.

Signature of Designated Applicant

Printed Name

Date

Signature of Authorized Representative

Printed Name

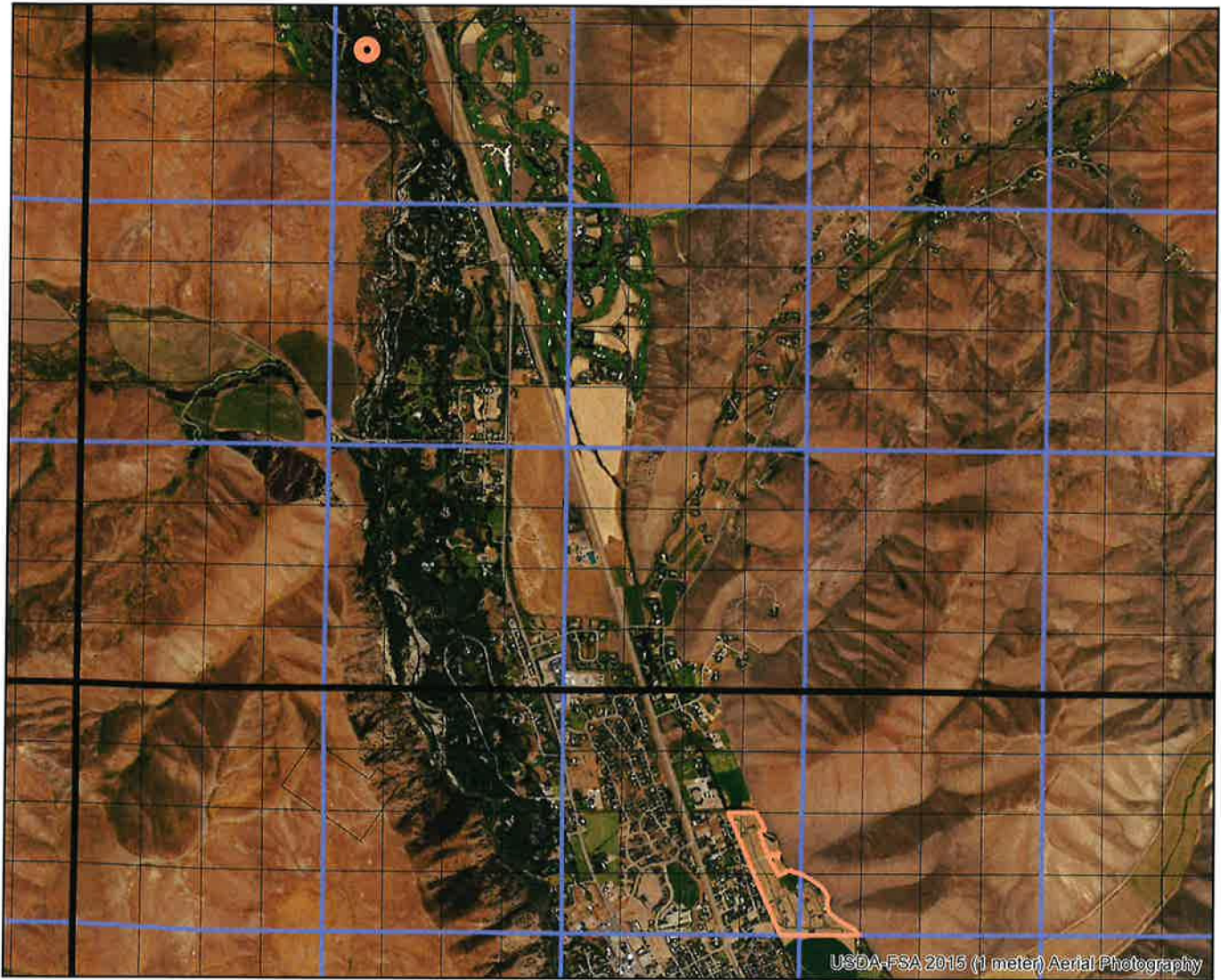
Date

Mail to:
Idaho Department of Water Resources
P.O. Box 83720
Boise, ID 83720-0098



Idaho Water Resource Board
Water Supply Bank Lease Contract No. 850

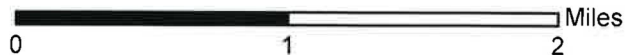
37-22311, 37-22316, 37-22321
Effective until December 31, 2023

This map depicts the **place of use to be idled** pursuant to the lease contract and is attached to the contract solely for illustrative purposes.



USDA-FSA 2015 (1 meter) Aerial Photography

-  Approved Lease Point of Diversion
-  Approved Lease Place of Use
-  Townships
-  PLS Sections
-  Quarter Quarters



**STATE OF IDAHO
WATER RESOURCE BOARD**

**APPLICATION TO SELL OR LEASE A WATER RIGHT
TO THE WATER SUPPLY BANK**

Designated Applicant City of Hailey **Water Right No.** 37-22316
(Select one owner – see item 1A on the application) (One water right per application)

Is this application being submitted with a rental application as a lease/rental package? Yes No

This application must be prepared in accordance with the minimum requirement checklist below. Use this checklist to ensure all necessary documentation has been provided. This checklist is part of the lease application and must be included with the lease application. **Applications that do not meet the minimum requirements will not be processed and may be returned or denied.**

MIMUMUM REQUIREMENT CHECKLIST		
All items must be checked as either <i>Attached (Yes)</i> or <i>Not Applicable (N/A)</i>		
Yes		
	<input checked="" type="checkbox"/>	Completed <i>Application to Sell or Lease a Water Right to the Water Supply Bank</i> .
	<input checked="" type="checkbox"/>	Application filing fee of \$250.00 per water right. If you are submitting more than one lease application and the water rights have an overlapping, common place of use, or a common diversion rate or volume, the total fee for all water rights is \$500.00. For places of use, multiple water rights must be used to irrigate the same lands in order to qualify for the joint filing fee. Individual filing fees are required for water rights that share a common permissible place of use but which cover separate acres within the permissible place of use.
	<input checked="" type="checkbox"/>	Confirmation this form has been printed single sided , per requirement of the Water Supply Bank.
Attachment	N/A	Yes
1A	<input checked="" type="checkbox"/>	<input type="checkbox"/>
		Signatures and contact information for <i>all owners</i> of the water right to be leased or sold on this application.
1B	<input checked="" type="checkbox"/>	<input type="checkbox"/>
		An Internal Revenue Service (IRS) Form W-9 for the Designated Applicant.
1C	<input checked="" type="checkbox"/>	<input type="checkbox"/>
		<i>Notice of Change in Water Right Ownership</i> form (accessible from www.idwr.idaho.gov).
1D	<input type="checkbox"/>	<input checked="" type="checkbox"/>
		Contact information for an authorized representative and documentary proof they are authorized to represent the Designated Applicant on this application. If the Designated Applicant is a business, partnership, municipality, organization or association, include documents identifying officers authorized to sign or act on behalf of the entity.
2	<input checked="" type="checkbox"/>	<input type="checkbox"/>
		Description of a water right portion offered to the Water Supply Bank.
3	<input type="checkbox"/>	<input checked="" type="checkbox"/>
		A map that clearly outlines the specific location where irrigated acres will be dried up, or where a beneficial use of water will be suspended. You have the option of printing a map using the map tool on IDWR’s website at: www.idwr.idaho.gov .
4A	<input type="checkbox"/>	<input checked="" type="checkbox"/>
		Written consent from irrigation district or water delivery company.
4G	<input checked="" type="checkbox"/>	<input type="checkbox"/>
		Evidence demonstrating the water right has not been forfeited pursuant to Section 42-222(2), Idaho Code .

Department Use Only			
Fee Amount \$	Received By:	Date Received:	Receipt #
W-9 received? Yes <input type="checkbox"/> No <input type="checkbox"/>	(Route W-9 to Fiscal)	Name on W-9:	

STATE OF IDAHO
WATER RESOURCE BOARD

APPLICATION TO SELL OR LEASE A WATER RIGHT
(Continued)

1. CONTACT INFORMATION

- A. This application must be completed by a Designated Applicant who is a current owner of the water right being sold or leased to the Water Supply Bank. If there are additional current owners, those individuals must authorize the Designated Applicant to represent them on this application by completing and signing Attachment 1A of this application package.

Designated Applicant City of Hailey
Mailing Address 115 S Main St Hailey ID 83333
Street City State Zip Code
Email Address Brian.yeager@haileycityhall.org Phone Number 208-788-4221

The Designated Applicant is the sole owner of the water right being sold or leased to the Water Supply Bank.

OR

The Designated Applicant is representing additional water right holders who have completed Attachment 1A.

- B. Has the Designated Applicant submitted an IRS Form W-9 to this Department within the last 2 years? Yes No
If no, complete the form and attach to this application (Attachment 1B).
- C. Are all applicants on this form listed in IDWR's records as the current owners of the water right? Yes No
If no, attach a *Notice of Change in Water Right Ownership* form along with the required documentation and fee (Attachment 1C).
- D. Is this application being completed by an authorized representative of the Designated Applicant? Yes No
If yes, representatives (includes employees of Designated Applicant companies) must complete this section and submit documentary proof of their authority to represent the Designated Applicant (Attachment 1D).

Name of Representative Lori Graves Organization HDR Inc
Professional Title Sr Water Rights Specialist Email Address lori.graves@hdrinc.com
Mailing Address 412 E Parkcenter Blvd, Ste 100, Boise, ID 83706 Phone Number 208-387-7000

Send all correspondence for this application to the representative and not to the Designated Applicant.

OR

Send original correspondence to the Designated Applicant and copies to the representative.

2. DESCRIPTION OF WATER RIGHT OFFERED TO THE BANK

The full water right is being offered to the Bank.

OR

A part of the water right is being offered to the Bank.
If a portion of the water right is being offered, **complete Attachment 2.**

3. MAP

Attach a map of the point(s) of diversion and place(s) of use proposed to be idled by this lease application. Make sure the idled place of use is outlined and annotated with legal land descriptions (Township, Range, Section and Quarter-Quarters) or with GPS coordinates. For irrigation purposes, mark the number of acres you desire to idle. If the water right proposed for lease is located within a permissible place of use (PPU) and portions of the PPU will continue to receive water from non-leased water rights, clearly outline on a map the acres within the PPU that will continue to be irrigated, as well as acres that will be idled during the lease term. Label the map **Attachment 3.**

STATE OF IDAHO
WATER RESOURCE BOARD

APPLICATION TO SELL OR LEASE A WATER RIGHT
(Continued)

4. GENERAL INFORMATION

- A. Is the diversion works or system owned or managed by an irrigation district or water delivery company? Yes No
If yes, provide written consent from the company, corporation or irrigation district authorizing the proposed sale or lease (Attachment 4A).

If your water right is delivered through a canal, lateral or ditch operated by a canal company, irrigation district, or similar delivery entity, your lease request must include written consent from the company, district, or similar entity for your removal of water from its system pursuant to [Section 42-108, Idaho Code](#) and [IDAPA WSB Rule 37.02.03.25.02e](#).

- B. Please provide a description of the current water diversion and delivery system.

Hiawatha Canal

- C. Describe any other water rights used for the same purpose at the same place of use as the water right being offered to the Bank. 37-22311, 37-22316, 37-22321

- D. Are any of the water rights identified in Section 4C stacked with the water right proposed for lease? Yes No

Stacked water rights are used together to achieve a common beneficial use, such as irrigation of the same lands. Stacked water rights cannot be separated and must be jointly leased to the Water Supply Bank. Stacked water rights qualify for the multiple fee payment of \$500.

- E. Will the present place of use continue to receive water from any other source? Yes No

If yes, explain the relationship between the different water sources and how enlargement of the authorized use will not occur if this water right is leased. Stacked rights are all being banked

- F. Identify annual volumes and/or rates of water diverted in the last 5 years to accomplish the beneficial use authorized by this water right. n/a - subject acres have been leased to the bank multiple years. This application seeks to renew lease #850 set to expire 12/31/2023.

- G. Has any portion of this water right undergone a period of five or more consecutive years of non-use? Yes No

If yes, describe the circumstances and attach evidence to demonstrate how the water right has not been lost through forfeiture (Attachment 4G). See [Section 42-223, Idaho Code](#) for exceptions to forfeiture. Your application may be denied if forfeiture concerns are not addressed. See item 4F above.

- H. Is this water right involved in any other IDWR process, such as an application for transfer or a mitigation plan?

If yes, describe. Yes No

STATE OF IDAHO
WATER RESOURCE BOARD

APPLICATION TO SELL OR LEASE A WATER RIGHT
(Continued)

5. SALE/LEASE AGREEMENT

A. Is the water right, or portion thereof, offered to the Idaho Water Resource Board (IWRB) for sale or lease ?

If lease, specify the years when the use of water will be suspended: 2024 to 2028 (maximum lease period 5 calendar years).
(Year) (Year) (5 years)

B. Show the minimum payment acceptable to the seller/lessor. The minimum payment may be shown as the “current rental rate” as established by the IWRB. Include the method of determining the minimum payment if other than the current rental rate.
standard rate

I hereby assert that the information contained in this application is true to the best of my knowledge, and that I have the authorities necessary to offer this water right for sale or lease to the Idaho Water Resource Board.

The Designated Applicant acknowledges the following:

1. Payment to the Designated Applicant is contingent upon the sale or rental of the water right from the Bank.
2. While a water right is in the Bank, the seller/lessor of the water right may not use the water right, even if the water right is not rented from the Bank.
3. A water right accepted into the Bank stays in the Bank until the Designated Applicant receives written confirmation from the Board or Water Supply Bank that the water right has been released from the Bank.
4. While a water right is in the Bank, forfeiture is stayed.
5. Acceptance of a water right into the Bank does not, in itself, confirm the validity of the water right or any element of the water right.

Signature of Designated Applicant

Printed Name

Date

Signature of Authorized Representative

Printed Name

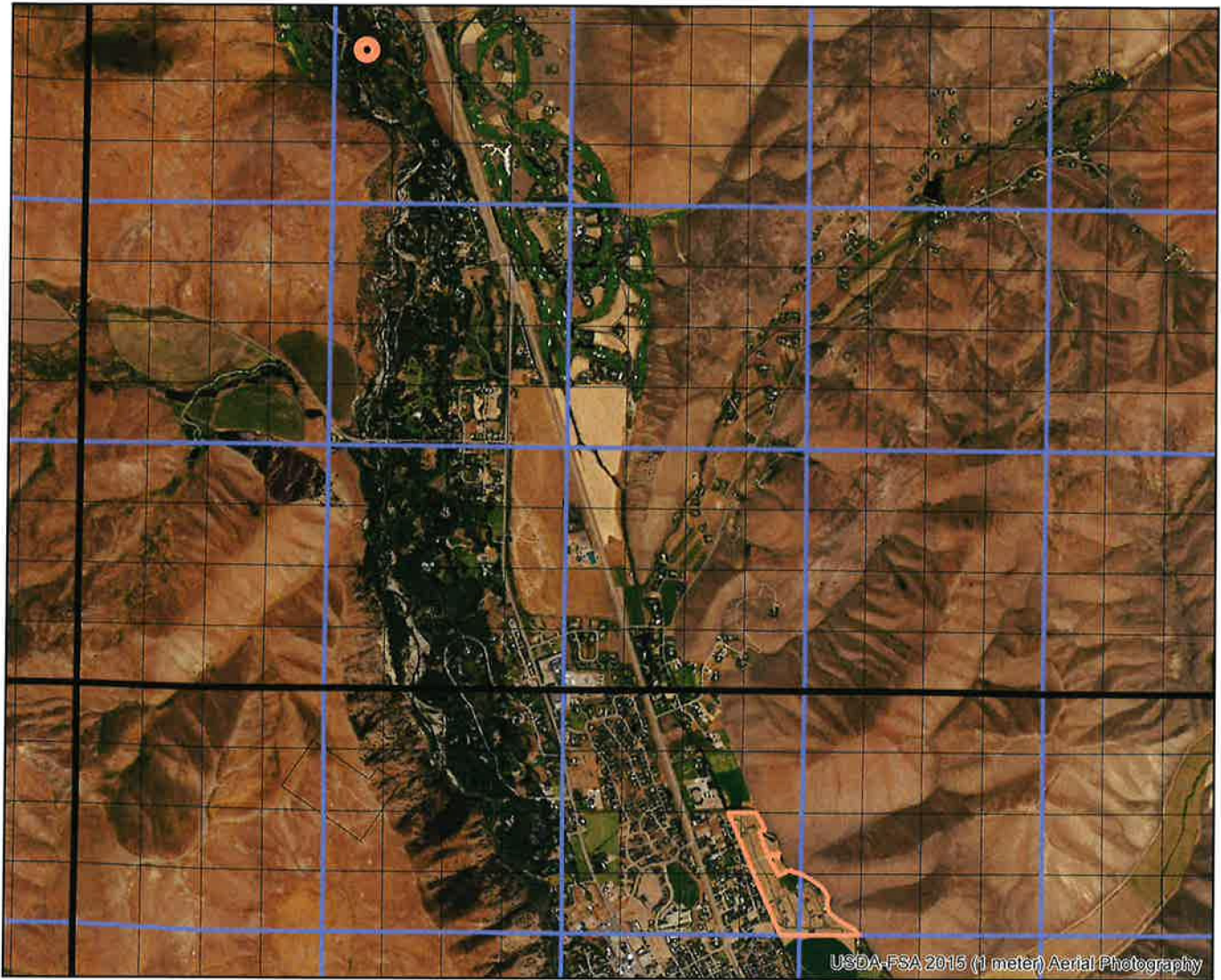
Date

Mail to:
Idaho Department of Water Resources
P.O. Box 83720
Boise, ID 83720-0098

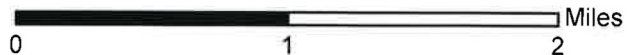
Idaho Water Resource Board
Water Supply Bank Lease Contract No. 850

37-22311, 37-22316, 37-22321
Effective until December 31, 2023

This map depicts the **place of use to be idled** pursuant to the lease contract and is attached to the contract solely for illustrative purposes.



-  Approved Lease Point of Diversion
-  Approved Lease Place of Use
-  Townships
-  PLS Sections
-  Quarter Quarters



**STATE OF IDAHO
WATER RESOURCE BOARD**

**APPLICATION TO SELL OR LEASE A WATER RIGHT
TO THE WATER SUPPLY BANK**

Designated Applicant City of Hailey **Water Right No.** 37-22321
(Select one owner – see item 1A on the application) (One water right per application)

Is this application being submitted with a rental application as a lease/rental package? Yes No

This application must be prepared in accordance with the minimum requirement checklist below. Use this checklist to ensure all necessary documentation has been provided. This checklist is part of the lease application and must be included with the lease application. **Applications that do not meet the minimum requirements will not be processed and may be returned or denied.**

MIMUMUM REQUIREMENT CHECKLIST		
All items must be checked as either <i>Attached (Yes)</i> or <i>Not Applicable (N/A)</i>		
Yes		
	<input checked="" type="checkbox"/>	Completed <i>Application to Sell or Lease a Water Right to the Water Supply Bank</i> .
	<input checked="" type="checkbox"/>	Application filing fee of \$250.00 per water right. If you are submitting more than one lease application and the water rights have an overlapping, common place of use, or a common diversion rate or volume, the total fee for all water rights is \$500.00. For places of use, multiple water rights must be used to irrigate the same lands in order to qualify for the joint filing fee. Individual filing fees are required for water rights that share a common permissible place of use but which cover separate acres within the permissible place of use.
	<input checked="" type="checkbox"/>	Confirmation this form has been printed single sided , per requirement of the Water Supply Bank.
Attachment	N/A	Yes
1A	<input checked="" type="checkbox"/>	<input type="checkbox"/>
		Signatures and contact information for <i>all owners</i> of the water right to be leased or sold on this application.
1B	<input checked="" type="checkbox"/>	<input type="checkbox"/>
		An Internal Revenue Service (IRS) Form W-9 for the Designated Applicant.
1C	<input checked="" type="checkbox"/>	<input type="checkbox"/>
		<i>Notice of Change in Water Right Ownership</i> form (accessible from www.idwr.idaho.gov).
1D	<input type="checkbox"/>	<input checked="" type="checkbox"/>
		Contact information for an authorized representative and documentary proof they are authorized to represent the Designated Applicant on this application. If the Designated Applicant is a business, partnership, municipality, organization or association, include documents identifying officers authorized to sign or act on behalf of the entity.
2	<input checked="" type="checkbox"/>	<input type="checkbox"/>
		Description of a water right portion offered to the Water Supply Bank.
3	<input type="checkbox"/>	<input checked="" type="checkbox"/>
		A map that clearly outlines the specific location where irrigated acres will be dried up, or where a beneficial use of water will be suspended. You have the option of printing a map using the map tool on IDWR’s website at: www.idwr.idaho.gov .
4A	<input type="checkbox"/>	<input checked="" type="checkbox"/>
		Written consent from irrigation district or water delivery company.
4G	<input checked="" type="checkbox"/>	<input type="checkbox"/>
		Evidence demonstrating the water right has not been forfeited pursuant to Section 42-222(2), Idaho Code .

Department Use Only			
Fee Amount \$	Received By:	Date Received:	Receipt #
W-9 received? Yes <input type="checkbox"/> No <input type="checkbox"/>	(Route W-9 to Fiscal)	Name on W-9:	

STATE OF IDAHO
WATER RESOURCE BOARD

APPLICATION TO SELL OR LEASE A WATER RIGHT
(Continued)

1. CONTACT INFORMATION

- A. This application must be completed by a Designated Applicant who is a current owner of the water right being sold or leased to the Water Supply Bank. If there are additional current owners, those individuals must authorize the Designated Applicant to represent them on this application by completing and signing Attachment 1A of this application package.

Designated Applicant City of Hailey
Mailing Address 115 S Main St Hailey ID 83333
Street City State Zip Code
Email Address Brian.yeager@haileycityhall.org Phone Number 208-788-4221

The Designated Applicant is the sole owner of the water right being sold or leased to the Water Supply Bank.

OR

The Designated Applicant is representing additional water right holders who have completed Attachment 1A.

- B. Has the Designated Applicant submitted an IRS Form W-9 to this Department within the last 2 years? Yes No
If no, complete the form and attach to this application (Attachment 1B).
- C. Are all applicants on this form listed in IDWR's records as the current owners of the water right? Yes No
If no, attach a *Notice of Change in Water Right Ownership* form along with the required documentation and fee (Attachment 1C).
- D. Is this application being completed by an authorized representative of the Designated Applicant? Yes No
If yes, representatives (includes employees of Designated Applicant companies) must complete this section and submit documentary proof of their authority to represent the Designated Applicant (Attachment 1D).

Name of Representative Lori Graves Organization HDR Inc
Professional Title Sr Water Rights Specialist Email Address lori.graves@hdrinc.com
Mailing Address 412 E Parkcenter Blvd, Ste 100, Boise, ID 83706 Phone Number 208-387-7000

Send all correspondence for this application to the representative and not to the Designated Applicant.

OR

Send original correspondence to the Designated Applicant and copies to the representative.

2. DESCRIPTION OF WATER RIGHT OFFERED TO THE BANK

The full water right is being offered to the Bank.

OR

A part of the water right is being offered to the Bank.
If a portion of the water right is being offered, **complete Attachment 2.**

3. MAP

Attach a map of the point(s) of diversion and place(s) of use proposed to be idled by this lease application. Make sure the idled place of use is outlined and annotated with legal land descriptions (Township, Range, Section and Quarter-Quarters) or with GPS coordinates. For irrigation purposes, mark the number of acres you desire to idle. If the water right proposed for lease is located within a permissible place of use (PPU) and portions of the PPU will continue to receive water from non-leased water rights, clearly outline on a map the acres within the PPU that will continue to be irrigated, as well as acres that will be idled during the lease term. Label the map **Attachment 3.**

STATE OF IDAHO
WATER RESOURCE BOARD

APPLICATION TO SELL OR LEASE A WATER RIGHT
(Continued)

4. GENERAL INFORMATION

- A. Is the diversion works or system owned or managed by an irrigation district or water delivery company? Yes No
If yes, provide written consent from the company, corporation or irrigation district authorizing the proposed sale or lease (Attachment 4A).

If your water right is delivered through a canal, lateral or ditch operated by a canal company, irrigation district, or similar delivery entity, your lease request must include written consent from the company, district, or similar entity for your removal of water from its system pursuant to [Section 42-108, Idaho Code](#) and [IDAPA WSB Rule 37.02.03.25.02e](#).

- B. Please provide a description of the current water diversion and delivery system.

Hiawatha Canal

- C. Describe any other water rights used for the same purpose at the same place of use as the water right being offered to the Bank. 37-22311, 37-22316, 37-22321

- D. Are any of the water rights identified in Section 4C stacked with the water right proposed for lease? Yes No

Stacked water rights are used together to achieve a common beneficial use, such as irrigation of the same lands. Stacked water rights cannot be separated and must be jointly leased to the Water Supply Bank. Stacked water rights qualify for the multiple fee payment of \$500.

- E. Will the present place of use continue to receive water from any other source? Yes No

If yes, explain the relationship between the different water sources and how enlargement of the authorized use will not occur if this water right is leased. Stacked rights are all being banked

- F. Identify annual volumes and/or rates of water diverted in the last 5 years to accomplish the beneficial use authorized by this water right. n/a - subject acres have been leased to the bank multiple years. This application seeks to renew lease #850 set to expire 12/31/2023.

- G. Has any portion of this water right undergone a period of five or more consecutive years of non-use? Yes No

If yes, describe the circumstances and attach evidence to demonstrate how the water right has not been lost through forfeiture (Attachment 4G). See [Section 42-223, Idaho Code](#) for exceptions to forfeiture. Your application may be denied if forfeiture concerns are not addressed. See item 4F above.

- H. Is this water right involved in any other IDWR process, such as an application for transfer or a mitigation plan?

If yes, describe. Yes No

STATE OF IDAHO
WATER RESOURCE BOARD

APPLICATION TO SELL OR LEASE A WATER RIGHT
(Continued)

5. SALE/LEASE AGREEMENT

A. Is the water right, or portion thereof, offered to the Idaho Water Resource Board (IWRB) for sale or lease ?

If lease, specify the years when the use of water will be suspended: 2024 to 2028 (maximum lease period 5 calendar years).
(Year) (Year) (5 years)

B. Show the minimum payment acceptable to the seller/lessor. The minimum payment may be shown as the “current rental rate” as established by the IWRB. Include the method of determining the minimum payment if other than the current rental rate.
standard rate

I hereby assert that the information contained in this application is true to the best of my knowledge, and that I have the authorities necessary to offer this water right for sale or lease to the Idaho Water Resource Board.

The Designated Applicant acknowledges the following:

1. Payment to the Designated Applicant is contingent upon the sale or rental of the water right from the Bank.
2. While a water right is in the Bank, the seller/lessor of the water right may not use the water right, even if the water right is not rented from the Bank.
3. A water right accepted into the Bank stays in the Bank until the Designated Applicant receives written confirmation from the Board or Water Supply Bank that the water right has been released from the Bank.
4. While a water right is in the Bank, forfeiture is stayed.
5. Acceptance of a water right into the Bank does not, in itself, confirm the validity of the water right or any element of the water right.

Signature of Designated Applicant

Printed Name

Date

Signature of Authorized Representative

Printed Name

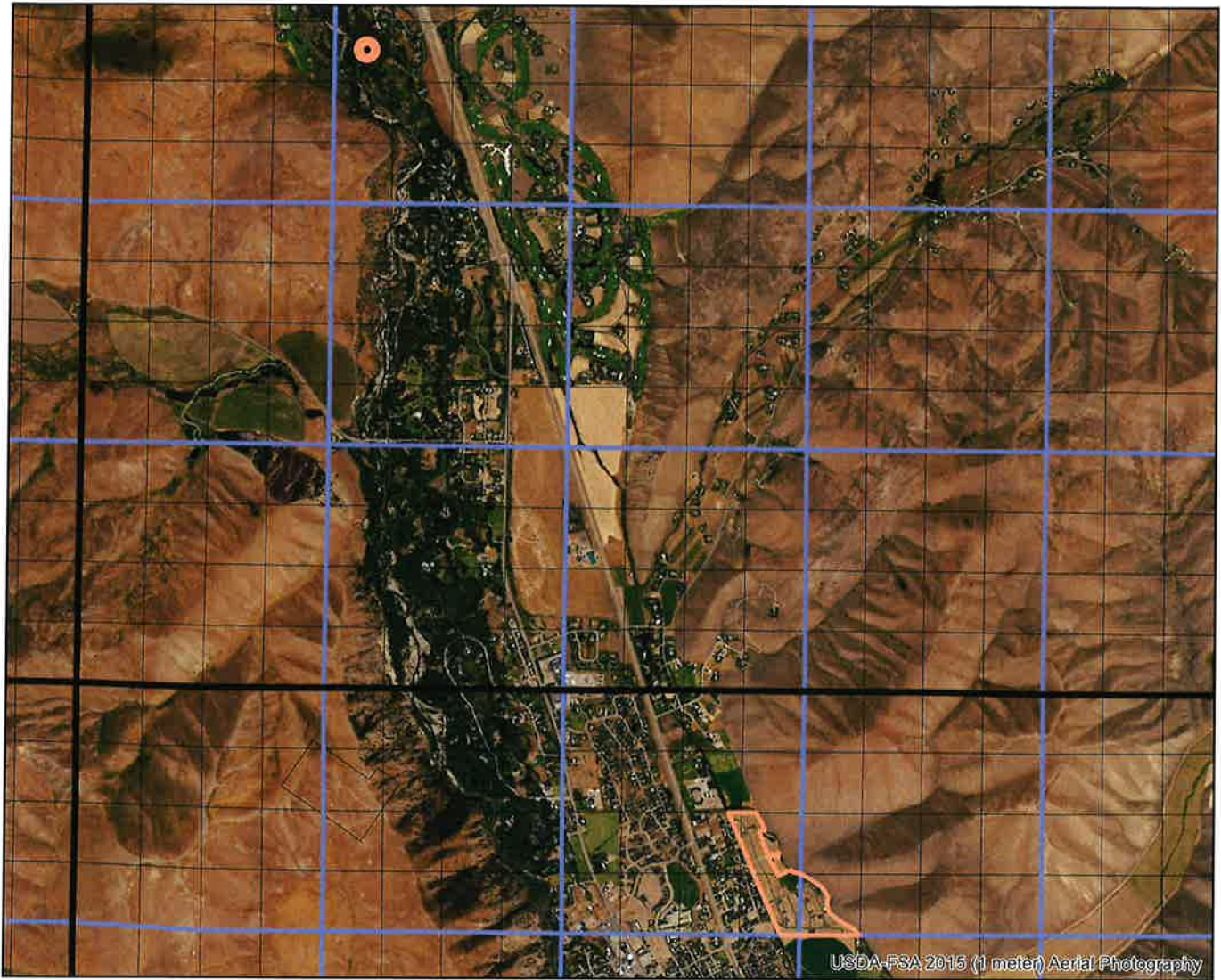
Date



Mail to:
Idaho Department of Water Resources
P.O. Box 83720
Boise, ID 83720-0098

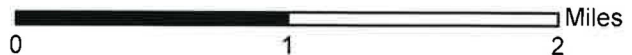
Idaho Water Resource Board
Water Supply Bank Lease Contract No. 850

37-22311, 37-22316, 37-22321
Effective until December 31, 2023

This map depicts the **place of use to be idled** pursuant to the lease contract and is attached to the contract solely for illustrative purposes.



-  Approved Lease Point of Diversion
-  Approved Lease Place of Use
-  Townships
-  PLS Sections
-  Quarter Quarters



Return to Agenda

AGENDA ITEM SUMMARY

DATE: 10/23/23

DEPARTMENT: PW

DEPT. HEAD SIGNATURE: BY

SUBJECT: Motion to reject bid for the Quigley Road Bike Path project and re-advertise at a later date.
ACTION ITEM

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

Council previously authorized Public Works to issue a request for bids for the Quigley Road Bike Path Project for work to extend the existing pathway from Sunbeam Subdivision to Quigley Farms.

The project was advertised in the local newspaper on August 16th and August 23rd with a bid opening date of August 31st at 4:00pm.

The design engineers and city staff recommend to reject bids and re-advertise the project at a later date.

For the rebid, staff will expand bid advertising efforts and consider construction timeframes and rebid early in hopes of greater bid responses.

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to reject the bid for the Quigley Road Bike Path project and re-advertise at a later date. **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)

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 10-23-2023 **DEPARTMENT:** ADMIN/HPD **DEPT. HEAD SIGNATURE:**
LH/SE

-- **SUBJECT:** Adoption of Resolution 2023-____ regarding corrected Blaine County School District/City of Hailey Service Provider Agreement for School Resource Officers for the 2023-24 school year and Memorandum of Understanding regarding clarifying certain aspects of the 2023/24 Service Provider Agreement

-- **AUTHORITY:** IAR _____ City Ordinance/ N/A
(IF APPLICABLE)

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

The City Council adopted a Service Provider Agreement with Blaine County Schools regarding School Resource Officers for the 2022-23 school year on August 22, 2022. The Blaine County School District adopted the Agreement later that month and requested an additional Memorandum of Understanding (MOU) to clarify certain aspects of the Agreement. That MOU was adopted by the School District on September 16, 2022.

The same documents are proposed for the upcoming school year. The only change is a 3% increase in the contract amount reflecting inflationary costs of providing the service for a total amount of \$164,800.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

This cost is built in to the 2023/24 Municipal Budget-----

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS:

<input checked="" type="checkbox"/> (IF APPLICABLE) 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		Comm. Dev.	<input type="checkbox"/>	Treasurer
<input type="checkbox"/> Building	<input checked="" type="checkbox"/>	Police	<input type="checkbox"/>	_____
<input type="checkbox"/> Engineer		Public Works	<input type="checkbox"/>	_____
<input type="checkbox"/> Fire Dept.				

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Adopt Resolution 2023-____, regarding a Service Provider Agreement with Blaine County School District for School Resource Officers and a Memorandum of Understanding expanding on certain aspects of the Service Provider Agreement.

ACTION OF THE CITY COUNCIL:

Motion language: "I move to adopt Resolution 2023-____, regarding a Service Provider Agreement with Blaine County School district for School Resource Officers and a Memorandum of Understanding expanding on certain aspects of the Service Provider Agreement in an amount not to exceed \$164,800.

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
AUTHORIZING THE EXECUTION OF A SERVICE PROVIDER AGREEMENT WITH
BLAINE COUNTY SCHOOL DISTRICT FOR TWO SCHOOL RESOURCE OFFICERS
FOR FISCAL YEAR 2023-24 AND ASSOCIATED MEMORANDUM OF
UNDERSTANDING**

WHEREAS the City of Hailey desires to enter into an agreement with Blaine County School District (BCSD) under which City of Hailey will be contracted to provide two school resource officers to serve on school grounds within Hailey City limits, as outlined in the attached agreement; and

WHEREAS the parties agree that the attached Memorandum of Understanding further clarifies the Service Provider Agreement; and

WHEREAS the City of Hailey and BCSD have agreed to the terms and conditions of the contract for services, a copy of which is attached hereto.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HAILEY, IDAHO, that the attached agreement with Blaine County School District for services within calendar year 2023 is approved at a cost not to exceed One Hundred and Sixty-four Thousand and Eight Hundred Dollars (\$164,800).

Passed this 23rd day of October 2023.

City of Hailey

Martha Burke, Mayor

ATTEST:

Mary Cone, City Clerk

**SERVICE PROVIDER AGREEMENT BETWEEN THE
BLAINE COUNTY SCHOOL DISTRICT NO. 61 AND THE
HAILEY POLICE DEPARTMENT**

THIS AGREEMENT is made and entered into as of the date set forth below, by and between the BLAINE COUNTY SCHOOL DISTRICT NO. 61 (hereinafter "School District") and the HAILEY POLICE DEPARTMENT (hereinafter "Police Department").

WHEREAS, it is mutually beneficial to the parties for the Police Department to assign Police Officers as School Resource Officers (hereinafter "SROs") to schools within the School District; and

WHEREAS, the Police Department recognizes and supports the need for safe schools and a safe academic learning environment for community youth; and

WHEREAS, the parties shall work in partnership to enhance a safe learning environment; and

WHEREAS, the parties to this Agreement mutually agree that all obligations stated or implied in this Agreement shall be interpreted in light of, and consistent with, governing state and federal laws.

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained herein, the parties to this Agreement agree as follows:

1. **Rights and Responsibilities of the Hailey Police Department:** The Chief of Police shall select and appoint qualified, sworn Police Officers to staff two (2) School Resource Officer (SRO) positions within the Public Schools in the City of Hailey. The SROs will report directly to the Chief with any complaints, concerns, and/or safety recommendations that applies to their SRO roles, as part of the proper use of their chain-of-command. One SRO will be responsible for the Wood River High School, Silver Creek High School, and Alturas Elementary, during normal student/staff school days. The other SRO will be responsible for the Wood River Middle School and Hailey Elementary, during normal student/staff school days. The duties of the Police Department are as follows:
 - 1.1. Provide law enforcement and police services, through the designation of SROs, to identified schools, school grounds, areas adjacent to the schools, and school-sponsored events. SROs shall not be expected to perform the roles of private security officers.
 - 1.2. Investigate allegations of criminal incidents which may have occurred on school grounds, areas adjacent to the schools, and school-sponsored events per Police Department policies and procedures.
 - 1.3. Enforce state and local laws and ordinances. Make appropriate referrals to juvenile authorities, other governmental agencies, or community agencies and resources when necessary and appropriate to assist students and staff.
 - 1.4. Work to prevent juvenile delinquency through close contact and positive relationships with students.

- 1.5. Establish and maintain a close partnership with school administrators in order to provide for a safe school environment. Assist school officials with their efforts to enforce Board of Education policies and procedures.
- 1.6. Ensure school administrators' safety by being present during school searches initiated by school staff, which may involve weapons, controlled dangerous substances, or in certain cases where a student's emotional state may present a risk to the administrators.
- 1.7. Assist school administrators in emergency crisis planning and building security matters. Provide a course of training for school personnel in handling crisis situations which may arise at the school(s).
- 1.8. Maintain high visibility within the school communities and attend and participate in various school functions. Build working relationships with school staff, as well as with student and parent groups.
- 1.9. Develop and implement classes in law-related education to support the educational efforts of the faculty.
- 1.10. Work with guidance counselors and other student support staff to assist students and to provide services to students involved in situations where referrals to service agencies are necessary. Assist in conflict resolution efforts.
- 1.11. Initiate interaction with students in the classroom and general areas of the school building. Promote the profession of Police Officer and be a positive role model. Increase the visibility and accessibility of Police to the school community.
- 1.12. Take all necessary law enforcement activity, as required, against intruders, loiterers, students, or any individual(s) disrupting the educational process, or whose presence is detrimental to the morals, health, safety, academic learning, or discipline of students at school or any school-related function, to the extent allowed by law. As soon as possible, the SRO shall inform the building principal or designee of such action(s).
- 1.13. The assigned SRO shall not act as a school disciplinarian. However, if the building principal or designee believes a particular incident violates the law, the principal or designee shall contact the appropriate SRO and that Officer shall determine whether law enforcement action is appropriate.
- 1.14. The Chief shall directly supervise and evaluate (with input from school administration) the SROs and will perform scheduled and/or non-scheduled visits to the school. A Police Supervisor shall be responsible for training, directing, and evaluating the SROs.
- 1.15. The Chief of Police, or designee, shall approve SRO reports, provide leadership, and supply assistance to the SROs in carrying out the terms of this Agreement. The Chief of Police, or designee, will also perform random interior and exterior security audits of all Hailey Public Schools, five in total, and log such audits, and coordinate district-wide trainings with the Superintendent.

2. **Rights and Responsibilities of Blaine County School District No. 61:** The School District shall provide the necessary support for the SRO Program. The duties of the School District are as follows:
 - 2.1. Provide a private office to be used by the assigned SRO(s) for general business purposes, furnished with a desk, chair, worktable, locking file cabinet, and office supplies, as needed; a telephone and access to a two-way radio, as needed; and a computer, as needed.
 - 2.2. Provide the SRO with a secure location for files and records.
 - 2.3. Provide access to office equipment, including, but not limited to, copiers, fax machines, etc., as needed.
 - 2.4. Provide payment for the SRO services identified in the Agreement upon receipt of a billing from the City of Hailey, not to exceed \$164,800.00. This amount includes the agreed upon portions of the two (2) SROs' wages and benefits.
 - 2.5. This Agreement will include any additional requested assistance from the School District by the Police Department, and will be all inclusive and no OT (overtime) monies will be billed to the School District during the timeframe of this agreement. This Agreement also includes School Administration effectively communicating with their respective SRO(s) regarding the need for which after-schools events are to be worked.
3. For the purposes of this Agreement, the Police Department and its employees are designated by the School District as its law enforcement unit. The Police Department and its employees are officially authorized by the School District to enforce laws and maintain school safety.
4. The assigned personnel of the Police Department, pursuant to this Agreement, are designated as school officials with legitimate educational interests and are authorized to access education records of students attending the School District as necessary to fulfill the terms of this Agreement.
5. The Agreement shall become effective on October 1st, 2023, and remain in effect until September 30th, 2024. Any changes shall be mutually agreed upon and shall be in writing. This Agreement may be terminated by either party by providing sixty (60) days' advance notice in writing to the other party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this _____ day of _____, 2023.

Blaine County School District No. 61
“School District”

City of Hailey
“Police Department”

 R. Keith Roark, School Board Chair
 Blaine County School District No. 61

 Martha Burke, Mayor
 City of Hailey

MEMORANDUM OF UNDERSTANDING

The Blaine County School District #61 (hereinafter “the BCSD”), by and through its Board of Trustees, and the City of Hailey, Idaho (hereinafter “the City”), by and through its Mayor and City Council, do hereby approve and adopt this Memorandum of Understanding (hereinafter “MOU”) intended to further clarify the relationship of the parties as set forth in the Service Provider Agreement (hereinafter “SPA”) previously approved by the Board of Trustees and City Council.

1. As of the date of the execution of the SPA (October 1st, 2022), the BCSD and the City shall, at all times, endeavor to cooperate to ensure that a qualified and suitable person serves as a School Resource Officer (hereinafter “SRO”) pursuant to the SPA. Should the BCSD determine, through its board of trustees, that an SRO serving or designated as such is not suitable for the position for reasonable cause, the City shall be so informed by notice to the Chief of Police and Mayor. As soon as practicable thereafter, the parties shall, in good faith, meet and confer and determine what, if any, corrective action should be taken. In the event the parties fail to reach an agreement as to the SRO concerned, either party may exercise its right to terminate the SPA as stated in Section 5 of the SPA.
2. Every individual proposed by the City to be designated as an SRO at any one of the eight (8) BCSD school buildings shall, within one (1) year of their designation, attend and complete the training and basic certification program sponsored by the National Association of SROs. Each assigned SRO shall complete approximately 10 hours of Professional Training each year directly related to the role of an SRO. Any fees for such training shall be shared between the BCSD and the City.
3. Every person assigned to an SRO position shall keep a digital calendar summarizing meetings and activities attended related to the schools assigned to that SRO.
4. Although each SRO designated as such is an employee of the City, the building administrator (Principal or Vice Principal) shall have the authority to direct the daily, non-emergency activities of an SRO during normal school hours.
5. Should any SRO detect a safety/security problem, or propose a change in district safety policies, the matter shall be documented by the SRO and reported to the Chief of Police and building administrator.
6. If any SRO believes that a current or proposed action of the building administrator, District Superintendent, or Board of Trustee, is or could be detrimental to the health, safety, or welfare of students and/or staff, that opinion shall be communicated to the Chief of Police and the building administrator in written form and will be treated as confidential.
7. SROs shall not have access to any student records related to the Family Educational Rights and Privacy Act (FERPA) except upon approval of the BCSD Superintendent.
8. The building administrator(s) shall arrange a meeting every other month with the assigned SRO, District Superintendent, Chief of Police, and BCSD Board of Trustees’ designated representative. At each such meeting, the designated SRO shall provide a concise summary report of the activities in which he/she has participated during the preceding month and any suggestions for changes in district safety policies and practices.
9. During its annual evaluation process, the City will solicit comments from the appropriate school building administrator(s) regarding the performance of each designated SRO.
10. Complaints and/or comments from district staff, students, and/or parents about the designated SRO will be shared by the building administrator and the Hailey City Police Department in a timely fashion and the parties will cooperate in responding to such issues, if related to the SRO’s duties at one of the City’s five (5) public schools.

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 10/23/23 **DEPARTMENT:** Administration **DEPT. HEAD SIGNATURE:** MHC

SUBJECT:

Motion to approve Resolution 2023-____, declaring Surplus Equipment, authorizing its sale, recycle or disposal.

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

Old and out of service street and office equipment has been inventoried for disposal.

The next step is for Mayor and Council to authorize the property as surplus and allow staff to dispose of as outlined in the resolution.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS: Caselle

Budget Line Item # _____ YTD Line Item Balance \$ ____ 6 _____
Estimated Hours Spent to Date: _____ Estimated Completion Date: _____
Staff Contact: _____ Phone # _____
Comments: _____

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

<input checked="" type="checkbox"/> City Attorney	<input checked="" type="checkbox"/> City Clerk	<input type="checkbox"/> Engineer	<input type="checkbox"/> Building
<input checked="" 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, WW	<input type="checkbox"/> Mayor	<input type="checkbox"/> _____

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to approve Resolution 2023-____, declaring Surplus Equipment, authorizing its sale, recycle or disposal.

FOLLOW-UP REMARKS:*

RESOLUTION NO 2023-__

RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY IDENTIFYING SURPLUS PROPERTY WITHIN SEVERAL DEPARTMENTS AND AUTHORIZING THE SALE, DESTRUCTION, OR RECYCLING OF SAID PROPERTY.

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

WHEREAS The City Clerk of the City of Hailey, Idaho is authorized to dispose of the following items,

Department	Equipment	Brand	Model	Serial
Streets	Truck, #4027	Ford Ranger pk tk	Ranger, gray color	1FTCR11X7RUC94653
Streets	Bronco, #4028	Ford	Bronco, white/red	AFMEU15H0SLA84817
Streets	Trailer	End Dump	Trailer	1DTD18#25RP034194
Chairs	12		Gray council meeting room chairs	

WHEREAS The City Clerk of the City of Hailey, Idaho is requesting that the following assets be designated as surplus as the equipment below are no longer required to conduct City business, NOW THEREFORE BE IT RESOLVED by the City Council of the City of Hailey, Idaho that the following assets are deemed surplus property by the City of Hailey:

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

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

Passed this 23rd day of October, 2023.

City of Hailey

Martha Burke, Mayor

ATTEST:

Mary Cone, City Clerk

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 10/23/2023 **DEPARTMENT:** Clerk's Office **DEPT. HEAD SIGNATURE** M. Cone

SUBJECT

Approval of Minutes from the meeting of the Hailey City Council on October 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 FEBRUARY 13, 2023
IN THE HAILEY TOWN CENTER MEETING ROOM**

The Meeting of the Hailey City Council was called to order at 5:00 P.M. by Kaz Thea, Council President. Present were Council members, Juan Martinez, Heidi Husbands, and Sam Linnet. Staff present included City Attorney Christopher P. Simms, City Administrator Lisa Horowitz, and City Clerk Mary Cone.

Mayor Martha Burke not in attendance.

[4:59:45 PM](#) call to order by Kaz Thea.

Presentation from Baledge [5:00:45 PM](#) regarding fire dept consolidation meetings. Recently hired Dannie Emerick, to replace Kevin's position.

PROCLAMATIONS AND PRESENTATIONS:

PP 297 Presentation by Agnew: Beck on Housing Needs Assessment ACTION ITEM

[5:01:17 PM](#) Horowitz, announced that the Sun Valley Board of Realtors, \$10,000 grant towards housing assessment, received a check today.

[5:02:02 PM](#) Aaron Mondada with Agnew::Beck presented. Housing needs assessment over the past 6 months have been working with Davis and Horowitz, these are the results of those discussions and work.

[5:04:33 PM](#) Michelle Bowlds introduced herself also with Agnew::Beck, has a background in Planning.

[5:06:30 PM](#) Mondada gives background on company before discussing housing data. References most recent housing analysis done in Alaska, different issues with housing.

[5:09:00 PM](#) Bowlds discusses the population and forecasting future population, 3 scenarios, low medium and high. Low, regional forecasts, medium historical growth using census data and high woodside water reclamation facility study. Hailey has consistent and steady growth. 20 year horizon, 14,342 population forecast high. 50 year forecast for 2070 22,403.

[5:14:22 PM](#) existing housing stock Mondada, only about 250 units are in for sale or for rent category. Seasonal/recreation percentages includes 2nd homeowners added Horowitz. These are estimates not exact numbers. Housing tenure, higher percentage of renters in Hailey than surrounding communities. [5:22:43 PM](#) Roughly 20% of housing stock was built over 60 years ago in Hailey, relatively young compared to other communities. Units in Structure, majority or 67% are single-family homes in Hailey.

Housing needs forecast based on population growth, Hailey will need approximately 700-1000 houses in the next 10 years based on the needs forecast. About 83 units per year under construction.

Housing bridge is a visual assessment with all income brackets, low high and medium. Mondada explains the need to have housing for all incomes based on median income levels. Housing needs compared to bridge assessment, shows that lower income rental units are needed in the lower AMI brackets.

Husbands asks who is the population in these forecasts? Bowlds responds, permanent residents of Hailey. Bowlds, we don't have exact demographics of who is moving to Hailey, not sure if they are 2nd homeowners or not.

[5:41:15 PM](#) Bowlds discusses inflow and outflow of residents, who lives and works in Hailey and works out of Hailey. Looked at fair market rents. [5:44:54 PM](#) Also looked at rental availability.

[5:45:40 PM](#) Strategies and recommendations, Mondada, praises Hailey for its efforts to get housing in your community. Moving forward, how to build relationships with public and private development, policies, funding and programs are key to creating more housing. Ketchum has been working with Placemate, to place people into housing, monetary housing incentives. Excited to continue conversations regarding the comprehensive plan with city of Hailey.

Horowitz added you will see more in the next year as Community Development completes the comprehensive plan.

Martinez asks about mobile homes, are they an option for successful housing? Mondada responds, city by city decision. Bowlds, a couple of communities are looking at manufactured and mobile homes.

CONSENT AGENDA:

CA 298	Motion to ratify Mayor's signature on Blaine County Land Water and Wildlife Program pre-application for Conservation Funding (Wood River Land Trust applicant) ACTION ITEM	49
CA 299	Motion to approve Resolution 2023-117, authorizing Library grant award with Idaho Vocational Rehabilitation for the Work-Based Learning Experience ACTION ITEM	53
CA 300	Motion to approve Library grant application with Idaho Commission for Libraries for Kindergarten Readiness subprogram K Ready Set Go grant ACTION ITEM	58
CA 301	Motion to ratify Library award with Idaho Commission for Libraries grant ACTION ITEM	74
CA 302	Motion to adopt Resolution 2023-118, authorizing the mayor's signature on Change Order No. 1 with B&G Dirtworks, for the McKercher Blvd. Right of Way Improvements project, which increases the project price by \$55,493.41 to account for additional work performed during construction, and to authorize final payment of \$55,493.41 on this project. ACTION ITEM	90
CA 303	Motion to approve Resolution 2023-119, authorizing a contract for services with The Senior Connection for transportation services in the amount of \$5,150 for FY 23/24 ACTION ITEM	99
CA 304	Motion to approve Resolution 2023-120, authorizing the Mayor's signature on the Public Right-of-Way Maintenance Agreement related to the development of Spruce Street Duplexes located at 109 West Spruce Street (Lots 9-10, Block 66, Hailey Townsite). ACTION ITEM	106

CA 305	Motion to approve Resolution 2023-121, authorizing a contract for services with Frederick Allington, Esq. in the amount of \$51,658 for prosecution of misdemeanor services for FY 23/24 ACTION ITEM	117
CA 306	Motion to approve Resolution 2023-122, authorizing a contract for services for FY 23/24 with the Valley Chamber for travel, tourism, visitors center, economic development and event services in the amount of \$92,700, which includes \$1,000 for the Blaine County Museum and an additional \$11,330 for Hailey Ice ACTION ITEM	126
CA 307	Motion to approve Resolution 2023-123, authorizing a letter of engagement with Workman & Company in the amount of \$13,200 for audit services and delivery for FY 23 ACTION ITEM	137
CA 308	Motion to approve the Findings of Fact, Conclusions of Law, and Decision for the Preliminary Plat Application by ARCH Community Housing Trust, Inc., wherein one (1) lot is subdivided into eight (8) sublots for cottage townhouse development (SUNBEAM SUBDIVISION PHASE 1 LOT 64 BLK 5). ACTION ITEM	145
CA 309	Motion to approve minutes of September 25, 2023 and to suspend reading of them ACTION ITEM	174
CA 310	Motion to ratify claims for expenses incurred paid in September, 2023 ACTION ITEM	182
CA 311	Motion to approve claims for expenses incurred during the month of September 2023, and claims for expenses due by contract in October, 2023 ACTION ITEM	188

CA 302, Husbands pulls this item for discussion.

5:54:00 PM Martinez moved to approve all consent agenda items minus CA 302, seconded by Linnet, motion passed unanimously.

CA 302 Husbands asks about the additional work, what was it? Yeager responds, several changes, curb repaired on North intersection, more excavation than anticipated, paved further into lot, significant number of soft spots, made tweaks as project went along. Some striping done, may finish that in the Spring.

5:57:02 PM Husbands moves to approve CA 302, Linnet seconds. Motion passed with roll call vote; Husbands, yes. Linnet, yes. Martinez, yes. Thea, yes.

5:57:24 PM Open Session for Public Concerns, no comments.

PROCLAMATIONS AND PRESENTATIONS:

PP 313 Presentation by Southern Idaho Solid Waste District (SISWD) Executive Director Nate Francisco: update on SISWD landfill fees and recycling opportunities

5:58:02 PM Nate Francisco with Southern Idaho Solid Waste District Executive Director presents. Francisco gives a history, what their plans are and will address any questions you may have. Solid waste district comprised of seven member counties including Blaine County, Cassia, Twin Falls, Gooding, one county commissioner on the board, one meeting per month. Blaine County is about 13-15% of their waste volume. Take waste to Regional landfill, Milner Butte. Operate 3.9 MW landfill-Gas to Energy and sell the energy to Idaho Power, equivalent to 3,500 homes energy. Process 300,000 tons of waste annually. Have about 35 years of space available. We’ve done a good job of keeping costs low and run very efficiently. Recent waste composition analysis, by county. Almost 26% organic waste being put in the landfill across all counties. In 2022, developed strategic plan, first one. Affordability is still a focus but want to keep innovative programs a priority.

[6:09:35 PM](#) Southern Idaho Resource Recovery, idea Francisco has had, not recycling per se. concepts of project, public private partnerships, how can we take advantage of efficient systems, divert large quantities of material, avoided cost, no upfront investment or risk to the district, and generate revenue back to district to maintain low cost to district. [6:12:17 PM](#) Flow control, agreements with counties, have property available, waste in one place. Material recovery Facility (MRF), separate like materials, no tipping fees increased. Bio Digester is first step in this process, which will fund the MRF, no district funding, organics processing. 2nd large component, Waste Conversion, plastics and rubber, chemical reprocessing produce hydrogen and oxygen, will cover costs of MRF with the revenue from this program. [6:17:16 PM](#) can reduce 50 % going into the landfill annually, save 15% volume of metals going into the landfill annually. Organic waste, Carcasses, they see a lot of them in this district, get 12 semi loads per day approximately. 20,000 carcasses per year approximately. Cardboard and paper, want to breakdown these to create gasses to sell, and provide a revenue source. Have 100 acres lease, [6:20:46 PM](#) drive to get facility built with revenue sharing, Guaranteed annual revenue, help with short term budget constraints. Risk-management, will take no risk of financial liability, or Environmental, restoration, liability, bonds in place. Goal with chemical processing, waste tires, cannot landfill waste tires. Hoping we can help solve this problem, don't want to bring tire shreds to our site, will have limit that they can store at the site. Have a very high organic waste content makes this digester a good solution. Favorable business, within 1 year in Idaho versus 10 years in other places, states. SISW district owns the property that we would lease to the Resource Recovery business. [6:26:35 PM](#) chemical recycling can deal with waste within recycling products and turn into gas – energy. Want to make their own fuel, to keep costs down. Can divert energy to them to keep them operating year-round. Human behavior is the hardest to change in recycling. Las Vegas casinos, figured out, throw it in one bin, break out bags and separate for you. Smaller example of what we are wanting to do, getting top dollar for recyclables. We would be able to meet EPA 50% recycling rate overnight with this process. Collaborate with education and research. Francisco touches on landfill model flowchart, always will need a landfill.

[6:37:38 PM](#) Thea asks about how this would work and benefit everyone. Plastic recycling, 2D or 3D plastics, jugs and containers fall down, others go up. Next Steps, due diligence and negotiations, facility tours, entered into an MOU for the property, going through Due Diligence, will then enter into lease and legal agreements, permitting and construction. Will know if this will move forward possibly next spring and if so, 3 to 4 years will be in operation.

[6:41:51 PM](#) Linnet revisits costs of garbage containers, this process could turn that on its head. Everyone would possibly need larger bins, recycle what we can here, ship the rest to landfill.

PP 314 Presentation by Andrew Mentzer, Blaine County Sustainability Manager, update on Blaine County Contract for Services with Sloan, Vazquez and McAfee for analysis on how recycling opportunities at SISWD will impact Blaine County recycling services, economically and environmentally (no documents)

[6:45:00 PM](#) Andrew Mentzer Sustainability Manager at Blaine County. Discusses Blaine Counties program. Oversees recycling team at Ohio Gulch, 2000 tons per year, cardboard,

plastics, paper are sent to different areas. Commissioners has asked Mentzer to find out what this means to Blaine County, recently hired Sloan Vasquez McAfee to do a high level solid waste assessment, will wrap up by the end of this month. 1st scenario, if nothing happens what can we do to expand, 2nd, dirty MRF program, looking at our waste stream. 3rd, once scaled up, can take advantage of their facility.

[6:53:14 PM](#) Horowitz will bring proposal from Clear Creek with about 3% fee increase, not changing franchise agreement only fee increase by resolution.

NEW BUSINESS:

NB 315 Discussion regarding upcoming fee increase from Clear Creek disposal related to SISWD landfill fees and inflationary measures ACTION ITEM (no documents)

Mike Goitiandia will hold comments until next meeting.

Public comments on these presentations. [6:54:55 PM](#) there are none.

OLD BUSINESS:

OB 316 2nd/3rd Reading of Ordinance No. 1333 – Annexation Application to annex a 55-foot-widesection of Quigley Road. ACTION ITEM

[6:56:44 PM](#) Thea conducts 2nd Reading of Ordinance No. 1333, by title only.

STAFF REPORTS:

[6:58:06 PM](#) Chief England, keeping busy and prioritizing where they need to. Traffic complaints continue, follow up when possible. Fully staffed right now.

[6:59:42 PM](#) Linnet moves to adjourn, Martinez seconds, motion passed unanimously.

Return to Agenda

AGENDA ITEM SUMMARY

DATE 10/23/2023 DEPARTMENT: Finance & Records **DEPT. HEAD SIGNATURE:** MHC

SUBJECT

Council Approval of Claims costs incurred during the month of September 2023 that are set to be paid by contract for October 2023.

AUTHORITY: ID Code 50-1017 IAR _____ City Ordinance/Code _____

BACKGROUND:

Claims are processed for approval three times per month under the following procedure:

1. Invoices received, approved and coded to budget by Department Head.
2. Invoice entry into data base by finance department.
3. Open invoice report and check register report printed for council review at city council meeting.
4. Following council approval, mayor and clerk sign checks and check register report.
5. Signed check register report is entered into Minutes book.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

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

Payments are for expenses incurred during the previous month, per an accrual accounting system.

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS:

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Review reports, ask questions about expenses and procedures, approve claims for payment.

FOLLOW UP NOTES:

Report Criteria:

Includes all check types

Includes unprinted checks

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Payee ID	Amount
10/05/2023	CDPT		0	AFLAC	1	-222.76
10/05/2023	CDPT		0	DELTA DENTAL PLAN OF I	2	-870.10
10/05/2023	CDPT		0	REGENCE BLUE SHIELD	3	-3,498.57
10/05/2023	CDPT		0	NCPERS GROUP LIFE INS	6	-120.00
10/05/2023	CDPT	10/11/2023	101311	PERSI	7	-36,529.17
10/05/2023	CDPT	10/11/2023	101309	MOUNTAIN WEST BANK	8	-38,589.84
10/05/2023	CDPT		0	IDAHO STATE TAX COMMI	9	-4,748.00
10/05/2023	CDPT	10/11/2023	101308	A.W. REHN & ASSOCIATE	21	-1,219.83
10/05/2023	CDPT	10/11/2023	56141	CALIFORNIA STATE DISBU	24	-91.00
10/05/2023	CDPT		0	VSP	26	-130.96
10/05/2023	CDPT	10/11/2023	101310	Nationwide 457/Roth	34	-2,448.40
10/05/2023	CDPT	10/11/2023	56142	CHILD SUPPORT RECEIP	36	-493.94
10/05/2023	PC	10/12/2023	101223	ARELLANO, NANCY	8005	-1,425.70
10/05/2023	PC	10/12/2023	101224	CARRILLO-SALAS, DALIA	8209	-1,488.04
10/05/2023	PC	10/12/2023	101225	CONE, MARY M HILL	8009	-1,641.70
10/05/2023	PC	10/12/2023	101226	HOROWITZ, LISA	8049	-2,729.61
10/05/2023	PC	10/12/2023	101227	POMERLEAU, JENNIFER	8207	-1,377.71
10/05/2023	PC	10/12/2023	101228	STOKES, BECKY	8013	-2,312.84
10/05/2023	PC	10/12/2023	101229	DAVIS, ROBYN K	8060	-1,763.67
10/05/2023	PC	10/12/2023	101230	JOHNSON, MICHELE	8110	-325.54
10/05/2023	PC	10/12/2023	101231	PARKER, JESSICA L	8111	-1,768.15
10/05/2023	PC	10/12/2023	101232	RODRIGUE, EMILY THERE	8115	-1,674.62
10/05/2023	PC	10/12/2023	101233	TRAN, TUYEN	8205	-1,255.41
10/05/2023	PC	10/12/2023	101234	BALEDGE, MICHAEL S	9054	-2,427.37
10/05/2023	PC	10/12/2023	101235	BUMGARDNER, JEFFREY	9201	-213.56
10/05/2023	PC	10/12/2023	101236	CHASE, AMANDA LUISE	9036	-807.96
10/05/2023	PC	10/12/2023	101237	EMERICK, DANIELLE A	9081	-1,053.11
10/05/2023	PC	10/12/2023	101238	ERVIN, CHRISTIAN C	8185	-2,315.54
10/05/2023	PC	10/12/2023	101239	GARCIA, RAYMOND WYAT	9018	-77.08
10/05/2023	PC	10/12/2023	101240	GRANT, DARYL ERNEST	9126	-279.59
10/05/2023	PC	10/12/2023	101241	HAIRSTON, KEITH GUY	9025	-303.37
10/05/2023	PC	10/12/2023	101242	HERNANDEZ, ADAN	9027	-294.00
10/05/2023	PC	10/12/2023	101243	HERNANDEZ, BRYAN	9033	-285.36
10/05/2023	PC	10/12/2023	101244	HOOVER, JAMES THOMA	9047	-2,130.60
10/05/2023	PC	10/12/2023	101245	MAYNE, EARL JAMES	9124	-709.67
10/05/2023	PC	10/12/2023	101246	MURPHY, JOSHUA Z	9011	-300.18
10/05/2023	PC	10/12/2023	101247	PRICHARD, JERAMIE R	1009102	-468.67
10/05/2023	PC	10/12/2023	101248	RAINEY, PHILLIP R.	1009068	-213.33
10/05/2023	PC	10/12/2023	101249	THAXTON, CAREY	9125	-221.95
10/05/2023	PC	10/12/2023	101250	VINCENT, BRIAN A	9113	-203.17
10/05/2023	PC	10/12/2023	101251	YEAGER, KAITLYN R	9117	-221.32
10/05/2023	PC	10/12/2023	101252	BURKE, MARTHA E	8074	-1,916.63
10/05/2023	PC	10/12/2023	101253	HUSBANDS, HEIDI	8302	-247.30
10/05/2023	PC	10/12/2023	101254	LINNET, SAMUEL L	8300	-810.66
10/05/2023	PC	10/12/2023	101255	MARTINEZ, JUAN F	8301	-806.86
10/05/2023	PC	10/12/2023	101256	THEA, KAREN J	8106	-756.40
10/05/2023	PC	10/12/2023	101257	CROTTY, JOSHUA M	8283	-1,347.21
10/05/2023	PC	10/12/2023	101258	DABNEY, LEE A DONAHUE	1008078	-1,182.17
10/05/2023	PC	10/12/2023	101259	DeKLOTZ, ELISE	8200	-790.04
10/05/2023	PC	10/12/2023	101260	DREWIEN, LYNETTE M	1008271	-599.35
10/05/2023	PC	10/12/2023	101261	FLETCHER, KRISTIN M	8122	-1,308.69
10/05/2023	PC	10/12/2023	101262	FORBIS, MICHAL J	8114	-1,330.77
10/05/2023	PC	10/12/2023	101263	GALVIN, EMILIE AURORA	8294	-51.72
10/05/2023	PC	10/12/2023	101264	MOSQUEDA - CAMACHO,	8295	-152.38

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Payee ID	Amount
10/05/2023	PC	10/12/2023	101265	PRIMROSE, LAURA A	8102	-918.09
10/05/2023	PC	10/12/2023	101266	RODGERS, AMBER TELLE	8297	-228.11
10/05/2023	PC	10/12/2023	101267	STROPE, DENON MICHAEL	8101	-944.24
10/05/2023	PC	10/12/2023	101268	YTURRI, ERIN	8123	-664.27
10/05/2023	PC	10/12/2023	101269	CRICK, EVERETT LEE	8552	-1,395.52
10/05/2023	PC	10/12/2023	101270	BALLIS, MORGAN RICHARD	8213	-1,906.43
10/05/2023	PC	10/12/2023	101271	CERVANTES, GUSTAVO A	8215	-1,871.37
10/05/2023	PC	10/12/2023	101272	COX, CHARLES F	8161	-2,656.76
10/05/2023	PC	10/12/2023	101273	ENGLAND, STEVE J	8143	-2,830.54
10/05/2023	PC	10/12/2023	101274	JONES, KYLIE MELETIA	8155	-1,925.40
10/05/2023	PC	10/12/2023	101275	LEOS, CHRISTINA M	8012	-1,962.20
10/05/2023	PC	10/12/2023	101276	LINDERMAN, JEREMIAH C	8163	-1,776.29
10/05/2023	PC	10/12/2023	101277	LUNA, JOSE	8145	-2,171.68
10/05/2023	PC	10/12/2023	101278	OWENS, ERIC ODELL	8119	-1,720.94
10/05/2023	PC	10/12/2023	101279	PECK, TODD D	8167	-2,989.79
10/05/2023	PC	10/12/2023	101280	RAGUSA, TIMOTHY BRUCE	1008190	-1,876.45
10/05/2023	PC	10/12/2023	101281	WALLACE, SHAWNA R	8108	-2,054.91
10/05/2023	PC	10/12/2023	101282	WELLS, PRESTON DANIEL	8150	-1,638.22
10/05/2023	PC	10/12/2023	101283	WRIGLEY, GAVIN	8152	-2,714.94
10/05/2023	PC	10/12/2023	101284	MARES, MARIA C	8251	-1,296.13
10/05/2023	PC	10/12/2023	101285	WILLIAMS, EMILY ANNE	8023	-1,895.81
10/05/2023	PC	10/12/2023	101286	YEAGER, BRIAN D	8107	-2,184.81
10/05/2023	PC	10/12/2023	101287	AITKEN, TORIN ANDREW	8177	-1,147.13
10/05/2023	PC	10/12/2023	101288	CABRITO, CARLOS MANUEL	8176	-85.74
10/05/2023	PC	10/12/2023	101289	DOMKE, RODNEY F	8097	-1,751.45
10/05/2023	PC	10/12/2023	101290	JOHNSTON, JAIMEY P	8243	-2,123.36
10/05/2023	PC	10/12/2023	101291	NEUMANN, DANIEL L	8173	-1,187.28
10/05/2023	PC	10/12/2023	101292	PARKS, ALEXANDER MICHAEL	8180	-1,420.90
10/05/2023	PC	10/12/2023	101293	SAVAGE, JAMES L	8204	-1,685.60
10/05/2023	PC	10/12/2023	101294	SCHWARZ, STEPHEN K	8226	-2,509.09
10/05/2023	PC	10/12/2023	101295	WEST III, KINGSTON R	8234	-2,526.39
10/05/2023	PC	10/12/2023	101296	AMBRIZ, JOSE L	7023	-2,190.25
10/05/2023	PC	10/12/2023	101297	ELLSWORTH, BRYSON D	8285	-2,287.78
10/05/2023	PC	10/12/2023	101298	RACE, MICHAEL DENNIS	8070	-888.66
10/05/2023	PC	10/12/2023	101299	SCHMIDT, ROBERT FRED	8071	-1,432.65
10/05/2023	PC	10/12/2023	101300	SHOTSWELL, DAVE O	7044	-2,091.13
10/05/2023	PC	10/12/2023	101301	VAUGHN, TYREL KINCADE	7050	-1,431.14
10/05/2023	PC	10/12/2023	101302	WARD, NATHAN DANIEL	8287	-1,377.17
10/05/2023	PC	10/12/2023	101303	BALDWIN, MERRITT JAMES	8286	-1,745.41
10/05/2023	PC	10/12/2023	101304	BALIS, MARVIN C	8225	-2,022.60
10/05/2023	PC	10/12/2023	101305	GARRISON, SHANE	1008048	-1,591.43
10/05/2023	PC	10/12/2023	101306	HOLTZEN, KURTIS L	8072	-2,046.91
10/05/2023	PC	10/12/2023	101307	PETERSON, TRAVIS T	8121	-1,380.37
10/05/2023	PC	10/12/2023	101308	VINCENT, BRIAN A	1008071	-1,738.60
Grand Totals:						-206,835.51
			98			

Includes all check types
Includes unprinted checks

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period	Separate Check
4409 A.W. REHN & ASSOCIATES											
13511	1	September 2023 - FSA Admin Fee	Invoice	10/04/2023	10/23/2023	33.33	33.33	100-15-41215		1323	1
13511	2	September 2023 - FSA Admin Fee	Invoice	10/04/2023	10/23/2023	33.33	33.33	200-15-41215		1323	1
13511	3	September 2023 - FSA Admin Fee	Invoice	10/04/2023	10/23/2023	33.34	33.34	210-15-41215		1323	1
IN0000	1	IN0000182062 COBRA - C. Osborne	Invoice	09/30/2023	10/23/2023	25.00	25.00	100-20-41215		1323	1
IN0000	2	IN0000182062 COBRA - K. Ditmore	Invoice	09/30/2023	10/23/2023	25.00	25.00	100-55-41215		1323	1
Total 4409 A.W. REHN & ASSOCIATES:						150.00	150.00				
6533 AGNEW BECK CONSULTING, INC.											
11897	1	Invoice# 11897 09/01/23-09/30/23	Invoice	10/16/2023	10/23/2023	1,991.25	1,991.25	100-20-41313		1323	1
Total 6533 AGNEW BECK CONSULTING, INC.:						1,991.25	1,991.25				
1913 AMAZON CAPITAL SERVICES											
11TJ-G	1	11TJ-G31G-XCT1 - Library Youth Program supplies	Invoice	10/14/2023	10/23/2023	117.90	117.90	100-45-41215		1023	1
13QW-	1	13QW-TTJX-TXMN Rolling Ball Pens, Hard Drive	Invoice	10/09/2023	10/23/2023	73.14	73.14	100-15-41215		1023	1
13QW-	2	13QW-TTJX-TXMN Rolling Ball Pens, Hard Drive	Invoice	10/09/2023	10/23/2023	73.14	73.14	200-15-41215		1023	1
13QW-	3	13QW-TTJX-TXMN Rolling Ball Pens, Hard Drive	Invoice	10/09/2023	10/23/2023	73.15	73.15	210-15-41215		1023	1
1L4K-L	1	1L4K-LDLY-WMY Y Standing Desk Mat Balance boar	Invoice	10/09/2023	10/23/2023	26.38	26.38	100-15-41215		1023	1
1L4K-L	2	1L4K-LDLY-WMY Y Standing Desk Mat Balance boar	Invoice	10/09/2023	10/23/2023	26.38	26.38	200-15-41215		1023	1
1L4K-L	3	1L4K-LDLY-WMY Y Standing Desk Mat Balance boar	Invoice	10/09/2023	10/23/2023	26.38	26.38	210-15-41215		1023	1
1L4K-L	4	1L4K-LDLY-WMY Y Standing Desk Mat Balance boar	Invoice	10/09/2023	10/23/2023	26.38	26.38	100-42-41215		1023	1
1L4K-L	5	1L4K-LDLY-WMY Y Standing Desk Mat Balance boar	Invoice	10/09/2023	10/23/2023	26.38	26.38	200-42-41215		1023	1
1L4K-L	6	1L4K-LDLY-WMY Y Standing Desk Mat Balance boar	Invoice	10/09/2023	10/23/2023	26.37	26.37	210-42-41215		1023	1
1TFK-1	1	1TFK-1LCV-WMCD BATTERIES FOR KABA, OFFIC	Invoice	10/04/2023	10/23/2023	122.11	122.11	100-40-41215		1023	1
Total 1913 AMAZON CAPITAL SERVICES:						617.71	617.71				
5013 AMERICAN TOWER CORPORATION											
346587	1	DELLA MT TOWER RENTAL 10/1/23 UTILITIES	Invoice	10/01/2023	10/23/2023	753.86	753.86	200-60-41713		1023	1
346587	2	DELLA MT TOWER RENTAL 10/1/23 UTILITIES 1/3	Invoice	10/01/2023	10/23/2023	42.07	42.07	100-42-41713		1023	1
346587	3	DELLA MT TOWER RENTAL 10/1/23 UTILITIES 1/3	Invoice	10/01/2023	10/23/2023	42.08	42.08	200-42-41713		1023	1
346587	4	DELLA MT TOWER RENTAL 10/1/23 UTILITIES 1/3	Invoice	10/01/2023	10/23/2023	42.08	42.08	210-42-41713		1023	1
411134	1	DELLA MT TOWER RENTAL 10/1/23 411134401 UTI	Invoice	10/01/2023	10/23/2023	12.50	12.50	200-60-41713		1023	1
411134	2	DELLA MT TOWER RENTAL 10/1/23 411134401 UTI	Invoice	10/01/2023	10/23/2023	4.16	4.16	100-42-41713		1023	1
411134	3	DELLA MT TOWER RENTAL 10/1/23 411134401 UTI	Invoice	10/01/2023	10/23/2023	4.17	4.17	200-42-41713		1023	1
411134	4	DELLA MT TOWER RENTAL 10/1/23 411134401 UTI	Invoice	10/01/2023	10/23/2023	4.17	4.17	210-42-41713		1023	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 5013 AMERICAN TOWER CORPORATION:						905.09	905.09				
215 ARNOLD MACHINERY COMPANY											
PX100	1	PX1000262-1 O-RING, WASER, SEALING KIT RET	Invoice	06/02/2022	06/27/2022	328.51-	328.51-	100-40-41405		622	1
Total 215 ARNOLD MACHINERY COMPANY:						328.51-	328.51-				
6917 AT&T MOBILITY LLC											
283049	1	ACCOUNT # 287304951565 HPD WIRELESS AND	Invoice	09/23/2023	10/23/2023	708.12	708.12	100-25-41325		1323	1
287309	1	MONTHLY WIRELESS SERVICE - WATER	Invoice	09/23/2023	10/23/2023	344.32	344.32	200-60-41713		1323	1
Total 6917 AT&T MOBILITY LLC:						1,052.44	1,052.44				
375 ATKINSON'S MARKET											
036897	1	Program supplies - library teen programming	Invoice	10/10/2023	10/23/2023	18.09	18.09	100-45-41215		1023	1
Total 375 ATKINSON'S MARKET:						18.09	18.09				
4290 BALIS, COLE											
9FW07	1	REIMBURSEMENT FOR UTILITY MANAGEMENT C	Invoice	09/28/2023	10/23/2023	125.00	125.00	200-60-41723		1323	1
Total 4290 BALIS, COLE:						125.00	125.00				
2311 BANYAN TECHNOLOGY INC.											
21168	1	#21168 WONDERWARE ANNUAL SUPPORT	Invoice	09/29/2023	10/23/2023	825.00	825.00	200-60-41401		1323	1
Total 2311 BANYAN TECHNOLOGY INC.:						825.00	825.00				
5143 BLAINE COUNTY DISPATCH											
FY24 1	1	1st Quarter payment FY 2024 Fire	Invoice	10/10/2023	10/23/2023	9,546.75	9,546.75	100-55-41741		1023	1
FY24 1	2	1st Quarter payment FY 2024 Police	Invoice	10/10/2023	10/23/2023	28,640.25	28,640.25	100-25-41741		1023	1
Total 5143 BLAINE COUNTY DISPATCH:						38,187.00	38,187.00				
6051 CENTURY LINK											
660275	1	9814 260B long distance	Invoice	10/01/2023	10/23/2023	1.83	1.83	100-15-41713		1323	1
660275	2	9814 260B long distance	Invoice	10/01/2023	10/23/2023	1.83	1.83	200-15-41713		1323	1
660275	3	9814 260B long distance	Invoice	10/01/2023	10/23/2023	1.83	1.83	210-15-41713		1323	1
660275	4	9814 260B long distance	Invoice	10/01/2023	10/23/2023	1.83	1.83	100-25-41713		1323	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
660275	5	9814 260B long distance	Invoice	10/01/2023	10/23/2023	1.83	1.83	100-20-41713		1323	1
660275	6	9814 260B long distance- 33.33%	Invoice	10/01/2023	10/23/2023	.62	.62	100-42-41713		1323	1
660275	7	9814 260B long distance- 33.333%	Invoice	10/01/2023	10/23/2023	.62	.62	200-42-41713		1323	1
660275	8	9814 260B long distance- 33.3333%	Invoice	10/01/2023	10/23/2023	.62	.62	210-42-41713		1323	1
660275	9	2211 125B LONG DIST- TREATMENT PLANT	Invoice	10/01/2023	10/23/2023	.90	.90	210-70-41713		1323	1
660275	10	2211 125B LONG DIST- Water Dept	Invoice	10/01/2023	10/23/2023	.91	.91	200-60-41713		1323	1
660275	11	3147 220B LONG DIST: FIRE DEPT	Invoice	10/01/2023	10/23/2023	1.83	1.83	100-55-41713		1323	1
660275	12	5965-737B LONG DIST- STREET SHOP	Invoice	10/01/2023	10/23/2023	1.84	1.84	100-40-41713		1323	1
Total 6051 CENTURY LINK:						16.49	16.49				
894 CHECKERED FLAG TRUCKING											
23-26	1	23-26 RIVER ST BIKE PATH - GRADER, MOBILIZAT	Invoice	06/17/2023	10/23/2023	2,680.00	2,680.00	120-40-41549	10.15.0002.1	1323	1
23-49	1	23-49 WAR EAGLE SHOULDER WORK	Invoice	10/01/2023	10/23/2023	5,690.00	5,690.00	100-40-41403	23.15.0002.1	1323	1
23-50	1	23-50 HEAGLE PARK PARKING AREA	Invoice	10/01/2023	10/23/2023	4,310.00	4,310.00	100-50-41403	23.15.0002.1	1323	1
Total 894 CHECKERED FLAG TRUCKING:						12,680.00	12,680.00				
2243 CHEMDRY OF SOUTHERN IDAHO											
15413	1	Library carpet clean & Teen Room furniture cleaning	Invoice	10/16/2023	10/23/2023	980.00	980.00	100-45-41413		1023	1
Total 2243 CHEMDRY OF SOUTHERN IDAHO:						980.00	980.00				
5702 CINTAS											
416840	1	4168406429 UNIFORM SERVICES STS	Invoice	09/20/2023	10/23/2023	76.81	76.81	100-40-41703		1323	1
416907	1	4169070129 UNIFORM SERVICES STS	Invoice	09/27/2023	10/23/2023	76.81	76.81	100-40-41703		1323	1
416907	1	#4169070182 UNIFORM SERVICES WW	Invoice	09/27/2023	10/23/2023	229.95	229.95	210-70-41703		1323	1
416974	1	#4169742148 UNIFORM SERVICES WW	Invoice	10/04/2023	10/23/2023	223.97	223.97	210-70-41703		1023	1
416974	1	4169742212 UNIFORM SERVICES STS	Invoice	10/04/2023	10/23/2023	78.05	78.05	100-40-41703		1023	1
417046	1	#4170467439 UNIFORM SERVICES WW	Invoice	10/11/2023	10/23/2023	200.22	200.22	210-70-41703		1023	1
417046	1	4170467493 UNIFORM SERVICES STS	Invoice	10/11/2023	10/23/2023	78.05	78.05	100-40-41703		1023	1
517728	1	#5177285297 TRUCK SAFETY MED KITS WW	Invoice	09/27/2023	10/23/2023	498.85	498.85	210-70-41415		1323	1
517949	1	#5179499022 SAFETY CABS RESTOCK/STOCK W	Invoice	10/12/2023	10/23/2023	194.29	194.29	210-70-41413		1023	1
517949	1	5179499086 FIRST AID SUPPLY	Invoice	10/12/2023	10/23/2023	156.40	156.40	100-40-41215		1023	1
924134	1	#9241343409 PLANT AED WW	Invoice	09/28/2023	10/23/2023	126.00	126.00	210-70-41325		1323	1
Total 5702 CINTAS:						1,939.40	1,939.40				
974 CITY OF HAILEY GENERAL FUND											
DAGG	1	HAHPC Art NW Corner of Main near Walnut	Invoice	10/13/2023	10/23/2023	175.00	175.00	100-20-41709		1023	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 974 CITY OF HAILEY GENERAL FUND:						175.00	175.00				
644 CITY OF HAILEY PETTY CASH											
840-59	1	POSTAGE - EVIDENCE TO THE ISP FORENSIC LA	Invoice	10/03/2023	10/23/2023	17.75	17.75	100-25-41213		1023	1
840-59	1	POSTAGE - TO ALS DRIVERS SERVICE	Invoice	10/07/2023	10/23/2023	4.90	4.90	100-25-41213		1023	1
Total 644 CITY OF HAILEY PETTY CASH:						22.65	22.65				
4551 CIVIL SCIENCE, INC.											
17321-	1	CROY TO QUIGLEY PATH - PROGRESS REPORT 3	Invoice	08/10/2023	10/23/2023	8,521.30	8,521.30	120-40-41549	21.40.0003.1	1323	1
Total 4551 CIVIL SCIENCE, INC.:						8,521.30	8,521.30				
7000 CLEARWATER LANDSCAPING											
23-104	1	23-104511 JAVA BLOCK - REPAIR PAVERS, FIX/RE	Invoice	10/06/2023	10/23/2023	1,477.57	1,477.57	100-40-41403		1023	1
Total 7000 CLEARWATER LANDSCAPING:						1,477.57	1,477.57				
50396 COASTLINE EQUIPMENT											
105007	1	1050078 RETURN - SEALING, WASHER, INJEC	Invoice	08/28/2023	09/11/2023	535.12-	535.12-	100-40-41405		923	1
Total 50396 COASTLINE EQUIPMENT:						535.12-	535.12-				
1537 COMMERCIAL TIRE											
09-159	1	09-159065 RIMEXCEL WHL CONDITIONER, LABOR	Invoice	10/03/2023	10/23/2023	2,991.04	2,991.04	100-40-41415		1023	1
Total 1537 COMMERCIAL TIRE:						2,991.04	2,991.04				
1892 CONWAY SHIELD, INC.											
000024	1	Order # 000024152 Helmet Sheilds	Invoice	10/16/2023	10/23/2023	302.60	302.60	100-55-41703		1023	1
Total 1892 CONWAY SHIELD, INC.:						302.60	302.60				
972 COX COMMUNICATIONS											
10/01/2	1	001 2401 200477401 MAIN 33%	Invoice	10/01/2023	10/23/2023	25.20	25.20	100-42-41713		1323	1
10/01/2	2	001 2401 200477401 MAIN 33%	Invoice	10/01/2023	10/23/2023	25.20	25.20	200-42-41713		1323	1
10/01/2	3	001 2401 200477401 MAIN 33%	Invoice	10/01/2023	10/23/2023	25.20	25.20	210-42-41713		1323	1
10/01/2	4	001 2401 200477401 Library	Invoice	10/01/2023	10/23/2023	113.40	113.40	100-45-41713		1323	1
10/01/2	5	0012401027815002 Library	Invoice	10/01/2023	10/23/2023	173.99	173.99	100-45-41713		1323	1

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period	Separate Check
10/01/2	6	0205236602 STREET	Invoice	10/01/2023	10/23/2023	167.74	167.74	100-40-41713		1323	1
10/01/2	7	039605901 HPD	Invoice	10/01/2023	10/23/2023	232.99	232.99	100-25-41713		1323	1
10/01/2	8	035971201 WELCOME CTR	Invoice	10/01/2023	10/23/2023	79.00	79.00	100-10-41717		1323	1
10/01/2	9	205095301 HFD	Invoice	10/01/2023	10/23/2023	69.00	69.00	100-55-41717		1323	1
Total 972 COX COMMUNICATIONS:						911.72	911.72				
1803 CROTTY, JOSH											
2023 IL	1	Per diem ILA Conference Oct 4-6 Library	Invoice	09/14/2023	10/23/2023	72.50	72.50	100-45-41723		1323	1
2023 IL	2	Mileage ILA Conference Oct 4-6 Hai-TF	Invoice	09/14/2023	10/23/2023	87.90	87.90	100-45-41724		1323	1
Total 1803 CROTTY, JOSH:						160.40	160.40				
6877 D.O.P.L											
SEPTE	1	BUILDING PERMIT & FEES SEPTEMBER 2023	Invoice	10/06/2023	10/23/2023	10,211.25	10,211.25	100-00-20325		1323	1
Total 6877 D.O.P.L:						10,211.25	10,211.25				
1945 DITCH WITCH OF THE ROCKIES											
P24028	1	#P24028 GASKET FOR AIR FILTER	Invoice	10/02/2023	10/23/2023	85.53	85.53	200-60-41405		1023	1
Total 1945 DITCH WITCH OF THE ROCKIES:						85.53	85.53				
5021 EC ELECTRIC											
WO-07	1	WO-0700 TREE LIGHT PLUGS - CLEANED ELECT	Invoice	09/19/2023	10/23/2023	2,302.95	2,302.95	100-40-41715		1323	1
WO-07	1	WO-0713 TREE LIGHT PLUGS - CONDUIT IN FRO	Invoice	10/02/2023	10/23/2023	80.00	80.00	100-40-41715		1023	1
Total 5021 EC ELECTRIC:						2,382.95	2,382.95				
1041 ELECTRIC 1 WEST INC											
04639	1	#04639 WRF LED LIGHT UPGRADE WW	Invoice	08/31/2023	10/23/2023	11,582.39	11,582.39	210-70-41401		1323	1
Total 1041 ELECTRIC 1 WEST INC:						11,582.39	11,582.39				
4895 ELECTRICAL WHOLESALE											
S56283	1	S5628358.001 SHOP - BUILDING LIGHTS	Invoice	10/12/2023	10/23/2023	144.00	144.00	100-40-41413		1023	1
Total 4895 ELECTRICAL WHOLESALE:						144.00	144.00				

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
8553 ELLSWORTH, BRYSON											
2023 M	1	MILEAGE REIMB	Invoice	09/10/2023	10/23/2023	352.02	352.02	210-70-41723		1323	1
2023 M	1	REIMB. HOTEL/PER DIEM	Invoice	09/10/2023	10/23/2023	848.75	848.75	210-70-41723		1323	1
Total 8553 ELLSWORTH, BRYSON:						1,200.77	1,200.77				
50426 ENVIRO-CLEAN INTERMOUNTAIN LLC											
23-611	1	#23-61153 8" KANAFLEX HOSE FOR VAC TRUCK	Invoice	09/21/2023	10/23/2023	1,047.06	1,047.06	210-70-41401		1323	1
Total 50426 ENVIRO-CLEAN INTERMOUNTAIN LLC:						1,047.06	1,047.06				
1584 FIRST BANKCARD - BALEDGE											
112-23	1	112-2301973-4757014 3 RING BINDER	Invoice	09/19/2023	10/23/2023	15.19	15.19	100-55-41211		1323	1
112-52	1	11252766688054623 OFFICE SYPPLIES	Invoice	09/19/2023	10/23/2023	220.49	220.49	100-55-41211		1323	1
114-96	1	114-9687033-8895400 3 DRAWS ORGANIZER	Invoice	09/25/2023	10/23/2023	74.76	74.76	100-55-41211		1323	1
329437	1	#329437612001 DESK	Invoice	08/29/2023	10/23/2023	879.77	879.77	100-55-41523		1323	1
442529	1	44252956 SAVE A WARRIOR MENTAL HEALTH SY	Invoice	09/08/2023	10/23/2023	22.00	22.00	100-55-41723		1323	1
901531	1	90153188348 CAR RENTAL - MIKE BALEDGE	Invoice	09/17/2023	10/23/2023	839.12	839.12	100-55-41724		1323	1
DULLE	1	DULLES GREENWAY ROUTE ROUTE 66 TOLL FEE	Invoice	09/17/2023	10/23/2023	5.25	5.25	100-55-41724		1323	1
Total 1584 FIRST BANKCARD - BALEDGE:						2,056.58	2,056.58				
5372 FIRST BANKCARD - CONE											
0NWN	1	9/15/23 PARKS FILE CABINET REPLACEMENT KE	Invoice	09/23/2023	10/23/2023	20.95	20.95	100-50-41215		1323	1
84825	1	84825 Lowes Scotch 16-piece funr.movi	Invoice	09/26/2023	10/23/2023	7.48	7.48	100-15-41211		1323	1
84825	2	84825 Lowes Scotch 16-piece funr.movi	Invoice	09/26/2023	10/23/2023	7.48	7.48	200-15-41211		1323	1
84825	3	84825 Lowes Scotch 16-piece funr.movi	Invoice	09/26/2023	10/23/2023	7.49	7.49	210-15-41211		1323	1
AD018	1	AD01831600338CUS - ACROBAT PRO 2020	Invoice	09/25/2023	10/23/2023	119.60	119.60	100-15-41515		1323	1
AD018	2	AD01831600338CUS - ACROBAT PRO 2020	Invoice	09/25/2023	10/23/2023	119.60	119.60	200-15-41515		1323	1
AD018	3	AD01831600338CUS - ACROBAT PRO 2020	Invoice	09/25/2023	10/23/2023	119.60	119.60	210-15-41515		1323	1
AD018	1	AD01831600380CUS - ACROBAT PRO 2020	Invoice	09/25/2023	10/23/2023	55.60	55.60	100-15-41515		1323	1
AD018	2	AD01831600380CUS - ACROBAT PRO 2020	Invoice	09/25/2023	10/23/2023	55.60	55.60	200-15-41515		1323	1
AD018	3	AD01831600380CUS - ACROBAT PRO 2020	Invoice	09/25/2023	10/23/2023	55.60	55.60	210-15-41515		1323	1
INV202	1	INV20230920113849693 CALLINGPOST	Invoice	09/20/2023	10/23/2023	22.66	22.66	100-15-41323		1323	1
INV202	2	INV20230920113849693 CALLINGPOST	Invoice	09/20/2023	10/23/2023	22.66	22.66	200-15-41323		1323	1
INV202	3	INV20230920113849693 CALLINGPOST	Invoice	09/20/2023	10/23/2023	22.66	22.66	210-15-41323		1323	1
WEB21	1	8/30/23 WEB210059698 ARBORETUM BROCHURE	Invoice	08/30/2023	10/23/2023	67.93	67.93	100-50-41215		1323	1
Total 5372 FIRST BANKCARD - CONE:						704.91	704.91				

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
5618 FIRST BANKCARD - DAVIS (9902)											
09/14/2	1	Permit Tech Practice Exam - Building Code Masters	Invoice	09/14/2023	10/23/2023	35.00	35.00	100-20-41217		1323	1
101624	1	Permit Tech Exam - ICC	Invoice	09/14/2023	10/23/2023	290.00	290.00	100-20-41723		1323	1
101624	1	Permit Tech Training Module - ICC	Invoice	09/14/2023	10/23/2023	79.00	79.00	100-20-41217		1323	1
Total 5618 FIRST BANKCARD - DAVIS (9902):						404.00	404.00				
5429 FIRST BANKCARD - DREWIEN											
01891	1	Inv 01891 ILA registration DeklotzE	Invoice	09/13/2023	10/23/2023	210.00	210.00	100-45-41723		1323	1
105973	1	Costco - tulip bulbs-library outdoor space	Invoice	09/14/2023	10/23/2023	50.87	50.87	100-45-41215		1323	1
105973	2	Costco - tulip bulbs-library outdoor space	Invoice	09/14/2023	10/23/2023	50.87	50.87	100-45-41215		1323	1
105973	3	Costco - daffodil bulbs - library outdoor space	Invoice	09/14/2023	10/23/2023	55.11	55.11	100-45-41215		1323	1
105973	4	Costco-daffodil bulbs library outdoor space	Invoice	09/14/2023	10/23/2023	55.11	55.11	100-45-41215		1323	1
119945	1	ALA Graphics Library posters & bookmarks	Invoice	08/29/2023	10/23/2023	149.46	149.46	100-45-41323		1323	1
120212	1	ALA Graphics Library bookmarks	Invoice	09/19/2023	10/23/2023	31.09	31.09	100-45-41215		1323	1
292976	1	ODP Grant Janes - Teen Prizes-Fashion Show	Invoice	09/09/2023	10/23/2023	104.19	104.19	100-45-41549	22.45.0002.1	1323	1
445373	1	44537302 GoDaddy DNS Annual Renewal	Invoice	08/27/2023	10/23/2023	59.88	59.88	100-45-41533		1323	1
760445	1	ODP Grant - Albertsons Teen Prizes-Fashion Show	Invoice	09/09/2023	10/23/2023	284.75	284.75	100-45-41549	22.45.0002.1	1323	1
BUS11	1	ESSER SS Library grant - YOTO Machines	Invoice	08/31/2023	10/23/2023	884.10	884.10	100-45-41549	23.45.0001.1	1323	1
US736	1	ESSER SS Library grant - YOTO Machines	Invoice	09/01/2023	10/23/2023	776.61	776.61	100-45-41549	23.45.0001.1	1323	1
US737	1	ESSER SS Library grant - YOTO Cards -	Invoice	09/01/2023	10/23/2023	300.00	300.00	100-45-41549	23.45.0001.1	1323	1
Total 5429 FIRST BANKCARD - DREWIEN:						3,012.04	3,012.04				
5789 FIRST BANKCARD - ENGLAND											
157	1	LUNCH X4 FOR TRAINING	Invoice	09/20/2023	10/23/2023	55.71	55.71	100-25-41724		1323	1
16398	1	IACP NATIONAL CONFERENCE FOR A.C. PECK	Invoice	10/12/2023	10/23/2023	600.00	600.00	100-25-41724		1323	1
325200	1	CANDY FOR HISPANIC HERITAGE EVENT/AIRPOR	Invoice	09/09/2023	10/23/2023	61.98	61.98	100-25-41215		1323	1
337320	1	VALLEY CAR WASH HPD VEHICLE FOR EVENTS	Invoice	09/16/2023	10/23/2023	10.00	10.00	100-25-41415		1323	1
39457	1	CHIEF ENGLAND HOTEL ROOM FOR LT COX GR	Invoice	09/18/2023	10/23/2023	205.00	205.00	100-25-41724		1323	1
415-29	1	VALLEY CAR WASH HPD VEHICLE FOR EVENT M	Invoice	09/27/2023	10/23/2023	10.00	10.00	100-25-41415		1323	1
5320	1	IACP NATIONAL CONFERENCE FOR CHIEF ENGL	Invoice	10/12/2023	10/23/2023	600.00	600.00	100-25-41724		1323	1
Total 5789 FIRST BANKCARD - ENGLAND:						1,542.69	1,542.69				
1588 FIRST BANKCARD - HOROWITZ											
09/22/2	1	September Idaho Statesman Subscription	Invoice	09/22/2023	10/23/2023	5.33	5.33	100-15-41711		1323	1
09/22/2	2	September Idaho Statesman Subscription	Invoice	09/22/2023	10/23/2023	5.33	5.33	200-15-41711		1323	1
09/22/2	3	September Idaho Statesman Subscription	Invoice	09/22/2023	10/23/2023	5.33	5.33	210-15-41711		1323	1
352335	1	352335496 GoTo Meeting	Invoice	09/16/2023	10/23/2023	25.33	25.33	100-15-41711		1323	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
352335	2	352335496 GoTo Meeting	Invoice	09/16/2023	10/23/2023	25.33	25.33	200-15-41711		1323	1
352335	3	352335496 GoTo Meeting	Invoice	09/16/2023	10/23/2023	25.34	25.34	210-15-41711		1323	1
446571	1	44657191 Survey Monkey	Invoice	09/21/2023	10/23/2023	210.00	210.00	100-15-41711		1323	1
446571	2	44657191 Survey Monkey	Invoice	09/21/2023	10/23/2023	210.00	210.00	200-15-41711		1323	1
446571	3	44657191 Survey Monkey	Invoice	09/21/2023	10/23/2023	210.00	210.00	210-15-41711		1323	1
446571	4	44657191 Survey Monkey	Invoice	09/21/2023	10/23/2023	630.00	630.00	100-00-20320		1323	1
C590R	1	C590RHJK4 Phenyx Pro Chambers Microphone	Invoice	09/26/2023	10/23/2023	13.33	13.33	100-15-41215		1323	1
C590R	2	C590RHJK4 Phenyx Pro Chambers Microphone	Invoice	09/26/2023	10/23/2023	13.33	13.33	200-15-41215		1323	1
C590R	3	C590RHJK4 Phenyx Pro Chambers Microphone	Invoice	09/26/2023	10/23/2023	13.33	13.33	210-15-41215		1323	1
MC138	1	MC13881767 MAILCHIMP	Invoice	09/04/2023	10/23/2023	23.00	23.00	100-15-41711		1323	1
MC138	2	MC13881767 MAILCHIMP	Invoice	09/04/2023	10/23/2023	23.00	23.00	200-15-41711		1323	1
MC138	3	MC13881767 MAILCHIMP	Invoice	09/04/2023	10/23/2023	23.00	23.00	210-15-41711		1323	1
Total 1588 FIRST BANKCARD - HOROWITZ:						1,460.98	1,460.98				
5378 FIRST BANKCARD - HPD EXTRA (4455)											
000000	1	EMPLOYEE DRUG AND ALCOHOL TESTING	Invoice	09/08/2023	10/23/2023	90.00	90.00	100-25-41733		1323	1
282226	1	HAILE PD HATS FOR EMPLOYEES	Invoice	09/11/2023	10/23/2023	576.76	576.76	100-25-41703		1323	1
39456	1	LT COX ROOM FOR EXECUTIVE ACADEMY	Invoice	09/18/2023	10/23/2023	305.00	305.00	100-25-41724		1323	1
5206	1	FUEL FOR EXECUTIVE ACADEMY FOR LT COX	Invoice	09/16/2023	10/23/2023	83.50	83.50	100-25-41719		1323	1
575423	1	FUEL FOR EXECUTIVE ACADEMY FOR LT COX	Invoice	09/24/2023	10/23/2023	73.33	73.33	100-25-41719		1323	1
Total 5378 FIRST BANKCARD - HPD EXTRA (4455):						1,128.59	1,128.59				
6578 FORBIS, MICHAL J											
2023 IL	1	Per Diem ILA Conference Oct 4-6 Library	Invoice	09/14/2023	10/23/2023	72.50	72.50	100-45-41723		1323	1
2023 IL	2	Mileage ILA Conference Oct 4-6 Library Hai-TF	Invoice	09/14/2023	10/23/2023	87.90	87.90	100-45-41724		1323	1
Total 6578 FORBIS, MICHAL J:						160.40	160.40				
996 FREEDOM MAILING SERVICES											
46258	1	46258 Bill Processing, Folding & Inserting Newsletter	Invoice	10/02/2023	10/23/2023	633.49	633.49	100-15-41323		1023	1
46258	2	46258 Bill Processing, Folding & Inserting Newsletter	Invoice	10/02/2023	10/23/2023	633.49	633.49	200-15-41323		1023	1
46258	3	46258 Bill Processing, Folding & Inserting Newsletter	Invoice	10/02/2023	10/23/2023	633.50	633.50	210-15-41323		1023	1
46258	4	46258 Extra Inserts Parks Letter	Invoice	10/02/2023	10/23/2023	53.32	53.32	100-50-41323		1023	1
46346	1	46346 Delinquent Notices & Postage	Invoice	10/06/2023	10/23/2023	42.37	42.37	100-15-41323		1023	1
46346	2	46346 Delinquent Notices & Postage	Invoice	10/06/2023	10/23/2023	42.37	42.37	200-15-41323		1023	1
46346	3	46346 Delinquent Notices & Postage	Invoice	10/06/2023	10/23/2023	42.36	42.36	210-15-41323		1023	1

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period	Separate Check
Total 996 FREEDOM MAILING SERVICES:						2,080.90	2,080.90				
5711 G & G LANDSCAPING SERVICES INC											
11051	1	11051 KIWANIS PARK - CHECK AND REPAIR IRRI	Invoice	10/01/2023	10/23/2023	112.50	112.50	100-50-41325		1023	1
11075	1	11075 KIWANIS PARK - REMOVE DEBRI, MATERIA	Invoice	10/01/2023	10/23/2023	1,513.50	1,513.50	100-50-41325		1023	1
11109	1	11109 HEAGLE PARK - CHECK AND REPAIR IRRIG'	Invoice	10/01/2023	10/23/2023	150.00	150.00	100-50-41325		1023	1
Total 5711 G & G LANDSCAPING SERVICES INC:						1,776.00	1,776.00				
101 GALENA-BENCHMARK ENGINEERING											
1023-0	1	1023-038 BROADFORD BIKE PATH - GPS INSTRU	Invoice	09/25/2023	10/23/2023	4,193.00	4,193.00	100-40-41313		1323	1
1023-0	1	1023-039 QUIGLEY ROAD PATH - STAKE, REVIEW,	Invoice	09/25/2023	10/23/2023	1,107.00	1,107.00	120-40-41549	21.40.0003.1	1323	1
1023-0	1	1023-039 QUIGLEY ROAD PATH - STAKE, REVIEW,	Invoice	09/25/2023	10/23/2023	697.25	697.25	100-40-41313		1323	1
1023-0	1	1023-041 MYRTLE ST RECON. - DEVELOP PLAN S	Invoice	09/25/2023	10/23/2023	8,901.50	8,901.50	120-40-41549	23.40.0002.1	1323	1
1023-0	1	1023-042 McKERCHER SIDEWALK LL GREENS - M	Invoice	09/27/2023	10/23/2023	3,897.75	3,897.75	120-40-41549	10.15.0002.1	1323	1
1023-1	1	1023-104 3830.42 UTILITY APPURTENANCE SURV	Invoice	09/25/2023	10/23/2023	3,704.50	3,704.50	200-60-41313		1323	1
Total 101 GALENA-BENCHMARK ENGINEERING:						22,501.00	22,501.00				
369 GEM STATE WELDERS SUPPLY INC.											
217956	1	217956 CYLINDER FUEL	Invoice	09/30/2023	10/23/2023	18.60	18.60	100-40-41719		1323	1
217957	1	#217957 TANK RENTAL FEE WW	Invoice	09/30/2023	10/23/2023	55.80	55.80	210-70-41775		1023	1
217958	1	#217958 TANK RENTAL FEE W.	Invoice	09/30/2023	10/23/2023	9.30	9.30	200-60-41791		1323	1
272358	1	272358 GROUND CLAMP, LUG, HOLDER, CONNE	Invoice	09/14/2023	10/23/2023	773.17	773.17	100-40-41405		1323	1
850442	1	#850442 GRIND WHEEL/WELDING STICKS WW	Invoice	10/05/2023	10/23/2023	326.56	326.56	210-70-41421		1023	1
E27238	1	#E272387 15 GAL CL2 FOR NORTHRIDGE	Invoice	09/27/2023	10/23/2023	154.93	154.93	200-60-41791		1323	1
E27239	1	#E272396 CO2 TANK FILL	Invoice	10/04/2023	10/23/2023	58.55	58.55	200-60-41791		1023	1
Total 369 GEM STATE WELDERS SUPPLY INC.:						1,396.91	1,396.91				
6551 GGLO, LLC											
000000	1	0000001 STREETScape IMPROVEMENTS- MYRT	Invoice	10/09/2023	10/23/2023	6,896.97	6,896.97	100-40-41313	23.40.0002.1	1323	1
Total 6551 GGLO, LLC:						6,896.97	6,896.97				
6023 GIVENS PURSLEY LLP											
263004	1	263004 GENERAL WATER	Invoice	09/29/2023	10/23/2023	4,987.50	4,987.50	200-60-41313		1323	1
263005	1	263005 2021 BASIN 37 PROCEEDING	Invoice	09/29/2023	10/23/2023	9,562.50	9,562.50	200-60-41313		1323	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 6023 GIVENS PURSLEY LLP:						14,550.00	14,550.00				
315 GSE CONSTRUCTION											
4	1	Woodside WRF - UV Disinfection - Pay Request #4	Invoice	09/01/2023	10/23/2023	75,610.00	75,610.00	210-70-41511	19.70.0001.1	1323	1
Total 315 GSE CONSTRUCTION:						75,610.00	75,610.00				
763 HAILEY PAINT AND SUPPLY											
12439	1	12439 PAINT BROWN	Invoice	10/04/2023	10/23/2023	279.96	279.96	100-50-41403		1323	1
12514	1	12514 SWARCO TRAFFIC PAINT	Invoice	10/04/2023	10/23/2023	340.00	340.00	100-40-41403		1323	1
Total 763 HAILEY PAINT AND SUPPLY:						619.96	619.96				
5410 HDR ENGINEERING INC											
120055	1	1200559263 MISC. WATER RIGHTS TO#5 - PROFE	Invoice	10/02/2023	10/23/2023	2,278.22	2,278.22	200-60-41313		1323	1
120055	1	1200559723 FACILITY PLANNING STUDY TO#11 -	Invoice	10/04/2023	10/23/2023	3,553.04	3,553.04	230-75-41549	19.70.0001.1	1323	1
120056	1	1200561543 SEWER COLLECTION MASTER PLAN	Invoice	10/10/2023	10/23/2023	70.86	70.86	210-70-41321	23.70.0001.1	1323	1
Total 5410 HDR ENGINEERING INC:						5,902.12	5,902.12				
8606 HRA VEBA TRUST											
NOVE	1	MONTHLY VEBA CONTRIBUTION NOV2023	Invoice	10/19/2023	10/23/2023	227.80	227.80	100-50-41126		1023	2
NOVE	2	MONTHLY VEBA CONTRIBUTION NOV2023	Invoice	10/19/2023	10/23/2023	373.08	373.08	100-20-41126		1023	2
NOVE	3	MONTHLY VEBA CONTRIBUTION NOV2023	Invoice	10/19/2023	10/23/2023	1,594.60	1,594.60	100-25-41126		1023	2
NOVE	4	MONTHLY VEBA CONTRIBUTION NOV2023	Invoice	10/19/2023	10/23/2023	455.60	455.60	100-45-41126		1023	2
NOVE	5	MONTHLY VEBA CONTRIBUTION NOV2023	Invoice	10/19/2023	10/23/2023	476.52	476.52	200-60-41126		1023	2
NOVE	6	MONTHLY VEBA CONTRIBUTION NOV2023	Invoice	10/19/2023	10/23/2023	248.72	248.72	210-70-41126		1023	2
NOVE	7	MONTHLY VEBA CONTRIBUTION NOV2023	Invoice	10/19/2023	10/23/2023	227.80	227.80	100-55-41126		1023	2
NOVE	8	MONTHLY VEBA CONTRIBUTION NOV2023	Invoice	10/19/2023	10/23/2023	41.46	41.46	100-15-41126		1023	2
NOVE	9	MONTHLY VEBA CONTRIBUTION NOV2023	Invoice	10/19/2023	10/23/2023	41.45	41.45	200-15-41126		1023	2
NOVE	10	MONTHLY VEBA CONTRIBUTION NOV2023	Invoice	10/19/2023	10/23/2023	41.45	41.45	210-15-41126		1023	2
NOVE	11	MONTHLY VEBA CONTRIBUTION NOV2023	Invoice	10/19/2023	10/23/2023	41.46	41.46	100-42-41126		1023	2
NOVE	12	MONTHLY VEBA CONTRIBUTION NOV2023	Invoice	10/19/2023	10/23/2023	41.45	41.45	200-42-41126		1023	2
NOVE	13	MONTHLY VEBA CONTRIBUTION NOV2023	Invoice	10/19/2023	10/23/2023	41.45	41.45	210-42-41126		1023	2
SEMIA	1	SEMIANNUAL OCTOBER 2023	Invoice	10/16/2023	10/23/2023	2,083.33	2,083.33	100-15-41126		1023	1
SEMIA	2	SEMIANNUAL OCTOBER 2023	Invoice	10/16/2023	10/23/2023	2,083.33	2,083.33	200-15-41126		1023	1
SEMIA	3	SEMIANNUAL OCTOBER 2023	Invoice	10/16/2023	10/23/2023	2,083.34	2,083.34	210-15-41126		1023	1
SEMIA	4	SEMIANNUAL OCTOBER 2023	Invoice	10/16/2023	10/23/2023	3,750.00	3,750.00	100-20-41126		1023	1
SEMIA	5	SEMIANNUAL OCTOBER 2023	Invoice	10/16/2023	10/23/2023	3,750.00	3,750.00	100-55-41126		1023	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
SEMIA	6	SEMIANNUAL OCTOBER 2023	Invoice	10/16/2023	10/23/2023	17,500.00	17,500.00	100-25-41126		1023	1
SEMIA	7	SEMIANNUAL OCTOBER 2023	Invoice	10/16/2023	10/23/2023	7,500.00	7,500.00	100-45-41126		1023	1
SEMIA	8	SEMIANNUAL OCTOBER 2023	Invoice	10/16/2023	10/23/2023	2,083.33	2,083.33	100-42-41126		1023	1
SEMIA	9	SEMIANNUAL OCTOBER 2023	Invoice	10/16/2023	10/23/2023	2,083.33	2,083.33	200-42-41126		1023	1
SEMIA	10	SEMIANNUAL OCTOBER 2023	Invoice	10/16/2023	10/23/2023	2,083.34	2,083.34	210-42-41126		1023	1
SEMIA	11	SEMIANNUAL OCTOBER 2023	Invoice	10/16/2023	10/23/2023	1,250.00	1,250.00	100-50-41126		1023	1
SEMIA	12	SEMIANNUAL OCTOBER 2023	Invoice	10/16/2023	10/23/2023	6,250.00	6,250.00	100-40-41126		1023	1
SEMIA	13	SEMIANNUAL OCTOBER 2023	Invoice	10/16/2023	10/23/2023	7,500.00	7,500.00	200-60-41126		1023	1
SEMIA	14	SEMIANNUAL OCTOBER 2023	Invoice	10/16/2023	10/23/2023	7,500.00	7,500.00	210-70-41126		1023	1
Total 8606 HRA VEBA TRUST:						71,352.84	71,352.84				
1301 IDAHO DEPT OF WATER RESOURCES											
FY23	1	FY 23 33 Shallow Injection Wells	Invoice	10/11/2023	10/23/2023	825.00	825.00	100-00-20513		1323	1
WATER	1	WATER BANK LEASE APPLICATIONS	Invoice	10/17/2023	10/23/2023	1,000.00	1,000.00	200-60-41313		1023	1
Total 1301 IDAHO DEPT OF WATER RESOURCES:						1,825.00	1,825.00				
671 IDAHO LUMBER & HARDWARE											
963476	1	963476 LINE STRIPING - CHALK POWDER ORANG	Invoice	09/28/2023	10/23/2023	5.38	5.38	100-40-41405		1323	1
963909	1	963909 4022- MASKING PAPER, ORIG PT TP	Invoice	10/02/2023	10/23/2023	26.58	26.58	100-40-41405		1023	1
963936	1	963936 CHEVY 2500 - ACE RSTP FLT WHT, SPRY	Invoice	10/02/2023	10/23/2023	34.95	34.95	100-40-41405		1023	1
964083	1	#964083 PLANT PARTS WW	Invoice	10/03/2023	10/23/2023	60.38	60.38	210-70-41421		1023	1
964141	1	964141 SHOP - BATTERIES AAA 16PK	Invoice	10/04/2023	10/23/2023	18.99	18.99	100-40-41215		1023	1
964169	1	964169 SHOP - PAINT THINNER	Invoice	10/04/2023	10/23/2023	17.99	17.99	100-40-41405		1023	1
964181	1	964181 SHOP - PAINT MIXER	Invoice	10/04/2023	10/23/2023	5.99	5.99	100-40-41405		1023	1
964202	1	#964202 PUTTY TAPE WW	Invoice	10/04/2023	10/23/2023	27.98	27.98	210-70-41419		1023	1
964318	1	#964318 SHELF AND SCREWS FOR TRUCKFILL B	Invoice	10/05/2023	10/23/2023	31.68	31.68	200-60-41413		1023	1
964349	1	964349 SHOP - PAINT THINNER	Invoice	10/05/2023	10/23/2023	9.99	9.99	100-40-41405		1023	1
964539	1	964539 PARK BATHROOMS- PAINT SUPPLIES	Invoice	10/07/2023	10/23/2023	770.37	770.37	100-50-41405		1023	1
964610	1	964616 PARK BATHROOMS- PAINT SUPPLIES	Invoice	10/08/2023	10/23/2023	156.10	156.10	100-50-41405		1023	1
964898	1	#964898 TUBE BRAID WW	Invoice	10/10/2023	10/23/2023	20.72	20.72	210-70-41421		1023	1
965281	1	#965281 WRENCHS	Invoice	10/13/2023	10/23/2023	39.98	39.98	200-60-41405		1023	1
K65644	1	INV # K65644 Mirco Engraver	Invoice	10/17/2023	10/23/2023	25.99	25.99	100-55-41215		1023	1
Total 671 IDAHO LUMBER & HARDWARE:						1,253.07	1,253.07				
400 IDAHO MOUNTAIN EXPRESS											
09/30/2	1	9/06,9/08 - City Planner Job Opening	Invoice	09/30/2023	10/23/2023	207.00	207.00	100-20-41319		1323	1
09/30/2	2	9/20,9/27 - Street Opereator Job Opening	Invoice	09/30/2023	10/23/2023	255.77	255.77	100-40-41319		1323	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
09/30/2	3	9/06 - Proposed Fee Increases	Invoice	09/30/2023	10/23/2023	25.87	25.87	100-15-41319		1323	1
09/30/2	4	9/06 - Proposed Fee Increases	Invoice	09/30/2023	10/23/2023	25.87	25.87	200-15-41319		1323	1
09/30/2	5	9/06 - Proposed Fee Increases	Invoice	09/30/2023	10/23/2023	25.88	25.88	210-15-41319		1323	1
09/30/2	6	9/06 - Cole Lot Line Adj	Invoice	09/30/2023	10/23/2023	33.12	33.12	100-20-41319		1323	1
09/30/2	7	Ord 1329 - Prohibiting Feeding Wildlife	Invoice	09/30/2023	10/23/2023	23.92	23.92	100-15-41319		1323	1
09/30/2	8	Ord 1329 - Prohibiting Feeding Wildlife	Invoice	09/30/2023	10/23/2023	23.92	23.92	200-15-41319		1323	1
09/30/2	9	Ord 1329 - Prohibiting Feeding Wildlife	Invoice	09/30/2023	10/23/2023	23.92	23.92	210-15-41319		1323	1
09/30/2	10	9/25 - CC Quigley & Myrtle St	Invoice	09/30/2023	10/23/2023	106.72	106.72	100-40-41319		1323	1
09/30/2	11	9/25 - CC Quigley Rd Annexation	Invoice	09/30/2023	10/23/2023	103.96	103.96	100-40-41319		1323	1
09/30/2	12	10/02 - P&Z Design Rvw Pre app by McIntosh Found	Invoice	09/30/2023	10/23/2023	78.20	78.20	100-20-41319		1323	1
09/30/2	13	10/16 - P&Z Title 16 Text Amend, Design Review Pre	Invoice	09/30/2023	10/23/2023	57.04	57.04	100-20-41319		1323	1
09/30/2	14	Ord 1330 - FY24 Sum to Defray expenses and liabiliti	Invoice	09/30/2023	10/23/2023	48.24	48.24	100-15-41319		1323	1
09/30/2	15	Ord 1330 - FY24 Sum to Defray expenses and liabiliti	Invoice	09/30/2023	10/23/2023	48.24	48.24	200-15-41319		1323	1
09/30/2	16	Ord 1330 - FY24 Sum to Defray expenses and liabiliti	Invoice	09/30/2023	10/23/2023	48.24	48.24	210-15-41319		1323	1
09/30/2	17	Ord 1332 - Water & Wastewater User Fees Increase	Invoice	09/30/2023	10/23/2023	28.21	28.21	100-15-41319		1323	1
09/30/2	18	Ord 1332 - Water & Wastewater User Fees Increase	Invoice	09/30/2023	10/23/2023	28.21	28.21	200-15-41319		1323	1
09/30/2	19	Ord 1332 - Water & Wastewater User Fees Increase	Invoice	09/30/2023	10/23/2023	28.22	28.22	210-15-41319		1323	1
Total 400 IDAHO MOUNTAIN EXPRESS:						1,220.55	1,220.55				
22433 IDAHO POWER											
10/02/2	1	IP 2204837906 Street	Invoice	10/02/2023	10/23/2023	1,590.10	1,590.10	100-40-41715		1323	1
10/02/2	2	IP 2222783132 HAILEY POLICE DEPT.	Invoice	10/02/2023	10/23/2023	345.59	345.59	100-25-41717		1323	1
10/02/2	3	IP2205094259- Parks	Invoice	10/02/2023	10/23/2023	314.11	314.11	100-50-41717		1323	1
10/02/2	4	IP2205094259 Rodeo	Invoice	10/02/2023	10/23/2023	176.02	176.02	100-50-41617		1323	1
10/02/2	5	IP2205094259 Ice Rink/Skate	Invoice	10/02/2023	10/23/2023	23.74	23.74	100-50-41617		1323	1
10/02/2	6	IP2205094259- Interp	Invoice	10/02/2023	10/23/2023	151.35	151.35	100-10-41717		1323	1
10/02/2	7	IP 2207926011 - 113 N River St Compact	Invoice	10/02/2023	10/23/2023	24.16	24.16	100-40-41715		1323	1
10/02/2	8	IP22062003362 Water	Invoice	10/02/2023	10/23/2023	12,606.22	12,606.22	200-60-41717		1323	1
10/02/2	9	IP Acct#2206105138 STREET	Invoice	10/02/2023	10/23/2023	60.53	60.53	100-40-41715		1323	1
10/02/2	10	IP 2207893211 Street - Blaine Manor St Apt	Invoice	10/02/2023	10/23/2023	12.30	12.30	100-40-41715		1323	1
10/02/2	11	IP 2203575119 Streets	Invoice	10/02/2023	10/23/2023	7.41	7.41	100-40-41715		1323	1
10/02/2	12	IP2200663470 control Elm Alley	Invoice	10/02/2023	10/23/2023	5.70	5.70	100-40-41717		1323	1
10/02/2	13	IP 2204305425 Street - Traffic Lights	Invoice	10/02/2023	10/23/2023	141.42	141.42	100-40-41717		1323	1
10/02/2	14	IP2220558932 - PARKS LION PARK	Invoice	10/02/2023	10/23/2023	188.71	188.71	100-40-41717		1323	1
10/02/2	15	IP2221408442 Park - 851 Shenandoah - Balmoral	Invoice	10/02/2023	10/23/2023	5.31	5.31	100-50-41717		1323	1
10/02/2	16	IP 2226639884 - Parks - Arboratum	Invoice	10/02/2023	10/23/2023	5.31	5.31	100-50-41717		1323	1
10/02/2	17	IP 2208020376 - Sun Beam 191 San Badger Dr	Invoice	10/02/2023	10/23/2023	7.41	7.41	100-50-41717		1323	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 22433 IDAHO POWER:						15,665.39	15,665.39				
229 INTEGRATED TECHNOLOGIES											
227643	1	# 227643 SHARP BP-50C36 AND ACCESSORIES F	Invoice	09/29/2023	10/23/2023	7,414.50	7,414.50	100-25-41325		1323	1
Total 229 INTEGRATED TECHNOLOGIES:						7,414.50	7,414.50				
5883 IWORQ SYSTEMS, INC											
201631	1	201631 PARKS MAINTENANCE - NOV 2023 - OCT	Invoice	10/02/2023	10/23/2023	500.00	500.00	100-50-41325		1323	1
Total 5883 IWORQ SYSTEMS, INC:						500.00	500.00				
330 JANE'S ARTIFACTS											
060508	1	Library Program supplies	Invoice	10/04/2023	10/23/2023	7.99	7.99	100-45-41215		1023	1
Total 330 JANE'S ARTIFACTS:						7.99	7.99				
9560 KARL MALONE FORD HAILEY											
13267	1	#13267 TURN SIGNAL ASSEMBLY FOR TK#6036	Invoice	09/19/2023	10/23/2023	200.77	200.77	200-60-41415		1323	1
Total 9560 KARL MALONE FORD HAILEY:						200.77	200.77				
4542 KETCHUM COMPUTERS											
19979	1	#19979 Office 365 Apps to WW email and MFA with B	Invoice	10/18/2023	10/23/2023	100.00	100.00	210-70-41313		1023	1
19979	2	# 19979 Admin: Remote PC login with Jennifer, Mayo	Invoice	10/18/2023	10/23/2023	133.33	133.33	100-15-41313		1023	1
19979	3	# 19979 Admin: Remote PC login with Jennifer, Mayo	Invoice	10/18/2023	10/23/2023	133.33	133.33	200-15-41313		1023	1
19979	4	# 19979 Admin: Remote PC login with Jennifer, Mayo	Invoice	10/18/2023	10/23/2023	133.34	133.34	210-15-41313		1023	1
Total 4542 KETCHUM COMPUTERS:						500.00	500.00				
386 L.L. GREENS											
A71668	1	A716683 Lysol Wipes	Invoice	09/19/2023	10/23/2023	19.29	19.29	100-55-41215		1323	1
B42079	1	B420792 RIVER PLANT - 2PK DISPOS BAIT STATI	Invoice	10/07/2023	10/23/2023	6.99	6.99	100-40-41405		1023	1
B42096	1	#B420965 PIPING FOR TRUCK FILL DRAIN	Invoice	10/10/2023	10/23/2023	2.49	2.49	200-60-41413		1023	1
D75013	1	D75013 SPRAYER CLEAR AMMONIA	Invoice	10/06/2023	10/23/2023	8.58	8.58	100-40-41405		1023	1
D75144	1	D75144 2GM SUPER GLUE	Invoice	10/11/2023	10/23/2023	.76	.76	100-15-41211		1023	1
D75144	2	D75144 2GM SUPER GLUE	Invoice	10/11/2023	10/23/2023	.76	.76	200-15-41211		1023	1
D75144	3	D75144 2GM SUPER GLUE	Invoice	10/11/2023	10/23/2023	.77	.77	210-15-41211		1023	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 386 L.L. GREENS:						39.64	39.64				
227 L.N. CURTIS AND SONS											
INV753	1	INV # 753050 Hydrostatic Testing Air Cylinders	Invoice	10/05/2023	10/23/2023	1,395.00	1,395.00	100-55-41405		1023	1
Total 227 L.N. CURTIS AND SONS:						1,395.00	1,395.00				
6595 LEEPER, CHAS & JANET											
CR RE	1	CREDIT REFUND: 1020 BUCKSKIN	Invoice	10/17/2023	10/23/2023	60.43	60.43	100-00-15110		1023	1
Total 6595 LEEPER, CHAS & JANET:						60.43	60.43				
366 LES SCHWAB TIRE CENTER											
117008	1	#11700836524 HEX LUG NUTS BEARING REPLAC	Invoice	10/05/2023	10/23/2023	95.76	95.76	100-25-41415		1023	1
Total 366 LES SCHWAB TIRE CENTER:						95.76	95.76				
547 LES SCHWAB TIRE CENTER - STREETS											
117008	1	11700832897 FINANCE CHARGE	Invoice	09/16/2023	10/23/2023	15.00	15.00	100-40-41405		1323	1
117008	1	11700834350 WHEEL BALANCE, SERVICE, TRAILER	Invoice	09/25/2023	10/23/2023	477.88	477.88	100-40-41405		1323	1
117008	1	11700835438 DISMOUNT & MOUNT, SERVICE CALL,	Invoice	09/29/2023	10/23/2023	639.50	639.50	100-40-41405		1323	1
Total 547 LES SCHWAB TIRE CENTER - STREETS:						1,132.38	1,132.38				
120 LOCAL HIGHWAY TECHNICAL ASSISTANCE COUNCIL											
T21005	1	72100523AFC-5 T2 CENTER CLASSES - ATSSA FL	Invoice	10/10/2023	10/23/2023	120.00	120.00	100-40-41723		1023	1
T21032	1	T210323PM-4 T2 CENTER CLASSES - PAVEMENT	Invoice	10/09/2023	10/23/2023	120.00	120.00	100-40-41723		1023	1
Total 120 LOCAL HIGHWAY TECHNICAL ASSISTANCE COUNCIL:						240.00	240.00				
4595 LYON LANDSCAPE ARCHITECTS PLLC											
454.23.	1	454.23.1 Hailey FD Tiny House	Invoice	10/01/2023	10/23/2023	1,233.75	1,233.75	120-10-41549		1023	1
Total 4595 LYON LANDSCAPE ARCHITECTS PLLC:						1,233.75	1,233.75				
928 MAGIC VALLEY LABS, INC.											
29072	1	#29072 CONSTRUCTION SAMPLES	Invoice	09/28/2023	10/23/2023	288.00	288.00	200-60-41795		1323	1
29072	2	#29072 DRINKING WATER SAMPLES	Invoice	09/28/2023	10/23/2023	216.00	216.00	200-60-41795		1323	1
29072	3	#29072 INDIAN CREEK SPRING SAMPLES	Invoice	09/28/2023	10/23/2023	248.00	248.00	200-60-41795		1323	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
29072	4	#29072 TTHM & HAA5	Invoice	09/28/2023	10/23/2023	330.00	330.00	200-60-41795		1323	1
29072	5	#29072 NITRATE SAMPLES	Invoice	09/28/2023	10/23/2023	130.00	130.00	200-60-41795		1323	1
29072	6	#29072 COOLER RETURN	Invoice	09/28/2023	10/23/2023	20.00	20.00	200-60-41795		1323	1
29073	1	#29073 EFFLUENT TESTING WW	Invoice	09/28/2023	10/23/2023	799.00	799.00	210-70-41795		1323	1
Total 928 MAGIC VALLEY LABS, INC.:						2,031.00	2,031.00				
390 METROQUIP, INC.											
P23557	1	P23557 54" FRAME, DROPBOX, GROUND ROLLER	Invoice	09/28/2023	10/23/2023	4,880.00	4,880.00	100-40-41405		1323	1
Total 390 METROQUIP, INC.:						4,880.00	4,880.00				
1999 MK TRAILERS INC.											
25446	1	#25446 FOLD-A-WAY CRANE FOR SERVICE TRUC	Invoice	10/03/2023	10/23/2023	8,737.49	8,737.49	210-70-41415		1023	1
Total 1999 MK TRAILERS INC.:						8,737.49	8,737.49				
4585 MOUNTAIN EQUIPMENT TECHNOLOGY											
3698	1	#3698 UV SCADA UPGRADE/INTERGRATION WW	Invoice	10/02/2023	10/23/2023	4,147.00	4,147.00	210-70-41547		1023	1
Total 4585 MOUNTAIN EQUIPMENT TECHNOLOGY:						4,147.00	4,147.00				
2225 MOUNTAIN HUMANE											
6692	1	# 6692 Q4 - Hailey Impound Fees & Medical Costs	Invoice	09/30/2023	10/23/2023	6,660.00	6,660.00	100-10-41707		1323	1
Total 2225 MOUNTAIN HUMANE:						6,660.00	6,660.00				
251 NAPA AUTO PARTS											
163067	1	163067 BATTERY	Invoice	09/27/2023	10/23/2023	156.59	156.59	100-40-41415		1323	1
163553	1	163553 HEATER CORE, WELDING HELMET	Invoice	10/02/2023	10/23/2023	19.93	19.93	100-40-41403		1023	1
163625	1	163625 SHOP - GLOS/WHI	Invoice	10/02/2023	10/23/2023	16.98	16.98	100-40-41405		1023	1
163824	1	163824 #4022 - GLOSS WHITE, FARM IMP HARD	Invoice	10/04/2023	10/23/2023	152.44	152.44	100-40-41405		1023	1
164684	1	164684 COMPRESSOR KIT	Invoice	10/11/2023	10/23/2023	158.99	158.99	100-50-41405		1023	1
164830	1	164830 BRAKE PADS	Invoice	10/12/2023	10/23/2023	38.74	38.74	100-40-41405		1023	1
164834	1	#164834 HITCH SLEEVE FOR TK#6038	Invoice	10/12/2023	10/23/2023	39.49	39.49	200-60-41415		1023	1
Total 251 NAPA AUTO PARTS:						543.30	543.30				
1932 NATIONAL HOSE TESTING SPECIALTIES INC											
51092	1	Inv # 51092 Hose and ladder testing	Invoice	08/11/2023	10/23/2023	2,731.50	2,731.50	100-55-41405		1323	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 1932 NATIONAL HOSE TESTING SPECIALTIES INC:						2,731.50	2,731.50				
307 NORTH CENTRAL LABORATORIES											
493324	1	#493324 QA/QC STANDARD WW	Invoice	09/26/2023	10/23/2023	55.50	55.50	210-70-41795		1323	1
Total 307 NORTH CENTRAL LABORATORIES:						55.50	55.50				
50298 O'REILLY AUTO PARTS											
4635-3	1	4635-363184 #4101 KODIAK BODY MNT KIT	Invoice	09/27/2023	10/23/2023	164.70	164.70	100-40-41405		1323	1
4635-3	1	4635-363555 TIRE SHINE	Invoice	09/28/2023	10/23/2023	23.26	23.26	100-40-41405		1323	1
4635-3	1	4635-364484 #4022TAILLIGHT ASSEMBLY, MOULDI	Invoice	10/02/2023	10/23/2023	344.52	344.52	100-40-41405		1023	1
4635-3	1	4635-364499 SILICONE	Invoice	10/02/2023	10/23/2023	9.99	9.99	100-40-41405		1023	1
4635-3	1	#4635-364550 ANTIFREEZE/FLUIDS WW	Invoice	10/02/2023	10/23/2023	123.92	123.92	210-70-41719		1023	1
4635-3	1	4635-364717 RESTORATION KIT	Invoice	10/03/2023	10/23/2023	22.89	22.89	100-40-41405		1023	1
4635-3	1	#4635-364863 DEF FOR VAC TRUCK WW	Invoice	10/03/2023	10/23/2023	27.98	27.98	210-70-41719		1023	1
4635-3	1	4635-365032 STRAINER KIT	Invoice	10/04/2023	10/23/2023	6.49	6.49	100-40-41405		1023	1
4635-3	1	4635-365380 BATT TERM, UTLY KNF	Invoice	10/05/2023	10/23/2023	34.96	34.96	100-40-41405		1023	1
4635-3	1	#4635-365391 WIRING FOR TRUCKFILL	Invoice	10/05/2023	10/23/2023	9.38	9.38	200-60-41413		1023	1
4635-3	1	4635-365401 SOCKET SET	Invoice	10/05/2023	10/23/2023	55.98	55.98	100-40-41405		1023	1
4635-3	1	4635-365465 BODY MNT KIT, ADH CLEANER	Invoice	10/05/2023	10/23/2023	118.92-	118.92-	100-40-41405		1023	1
4635-3	1	INV # 4635-365519 ANTIFREEZE	Invoice	10/05/2023	10/23/2023	38.94	38.94	100-55-41415		1023	1
4635-3	1	4635-366786 STR WHEEL COVER	Invoice	10/10/2023	10/23/2023	19.99	19.99	100-40-41405		1323	1
4635-3	1	4635-366803 BUCKET, 3PK TOWELS	Invoice	10/10/2023	10/23/2023	27.27	27.27	100-40-41405		1023	1
Total 50298 O'REILLY AUTO PARTS:						791.35	791.35				
438 PLATT											
4L2223	1	#4L22230 YARD LIGHT FOR PLANT (OFFICE FRO	Invoice	09/25/2023	10/23/2023	309.04	309.04	210-70-41413		1323	1
4L2818	1	#4L28183 YARD LIGHT FOR PLANT (OFFICE BACK	Invoice	09/28/2023	10/23/2023	129.90	129.90	210-70-41413		1323	1
Total 438 PLATT:						438.94	438.94				
6530 REBECCA F. BUNDY, ARCHITECT, PLLC											
2023.0	1	2023.02 September Services	Invoice	10/01/2023	10/23/2023	595.00	595.00	100-20-41313		1323	1
Total 6530 REBECCA F. BUNDY, ARCHITECT, PLLC:						595.00	595.00				
4694 ROB BECK LLC											
7511	1	7511 TREE REMOVAL - CURTIS PARK , CUTTERS	Invoice	10/10/2023	10/23/2023	27,200.00	27,200.00	100-50-41402		1023	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 4694 ROB BECK LLC:						27,200.00	27,200.00				
159 ROBERTS ELECTRIC INC.											
09696	1	#09696 3RD AVE. POWER METER PERMIT FEES	Invoice	08/18/2023	10/23/2023	111.50	111.50	220-65-41401		1323	1
09697	1	#09697 3RD AVE. POWER METER REPLACEMENT	Invoice	08/17/2023	10/23/2023	2,397.64	2,397.64	220-65-41401		1323	1
09698	1	#09698 3RD AVE. POWER METER FINISH WORK	Invoice	08/18/2023	10/23/2023	300.00	300.00	220-65-41401		1323	1
Total 159 ROBERTS ELECTRIC INC.:						2,809.14	2,809.14				
6532 RODRIGUE, EMILY T											
2023 L	1	MILEAGE: LHTAC Funding Workshop	Invoice	10/10/2023	10/23/2023	56.33	56.33	100-20-41724		1023	1
Total 6532 RODRIGUE, EMILY T:						56.33	56.33				
4635 ROPES END PROPERTY SERVICES LLC											
11290	1	Inv # 11290 Rodent and Insect Control	Invoice	10/06/2023	10/23/2023	190.00	190.00	100-55-41325		1023	1
Total 4635 ROPES END PROPERTY SERVICES LLC:						190.00	190.00				
5129 RUSH TRUCK CENTERS OF ID INC											
303451	1	3034511994 VALVES	Invoice	10/11/2023	10/23/2023	4.50	4.50	100-40-41405		1023	1
303452	1	3034527865 VALVES	Invoice	10/11/2023	10/23/2023	158.65	158.65	100-40-41405		1023	1
Total 5129 RUSH TRUCK CENTERS OF ID INC:						163.15	163.15				
2124 SAWTOOTH PAINT & AIRLESS, INC.											
000014	1	0000142441 TRIMMER LINE	Invoice	08/23/2023	10/23/2023	69.98	69.98	100-50-41405		1323	1
000014	1	0000142576 POLYCUT BLADES	Invoice	08/28/2023	10/23/2023	25.98	25.98	100-50-41405		1323	1
000014	1	0000142668 SHARPENING LABOR, TRIMMER LINE	Invoice	08/11/2023	10/23/2023	100.99	100.99	100-50-41405		1323	1
000014	1	0000143463 OIL, OIL FILTER, AIR FILTER, SERVIC	Invoice	09/29/2023	10/23/2023	274.90	274.90	100-50-41405		1323	1
000014	1	0000143464 OIL, OIL FILTER, SPARK PLUG, SERVI	Invoice	09/27/2023	10/23/2023	331.66	331.66	100-50-41405		1323	1
Z3J7P	1	Z3J7P ENCORE 1 QT CONTAINER, TRIMACO	Invoice	10/04/2023	10/23/2023	23.43	23.43	100-40-41405		1023	1
Total 2124 SAWTOOTH PAINT & AIRLESS, INC.:						826.94	826.94				
1098 SENTINEL FIRE & SECURITY											
92686	1	92686 BI-ANNUAL SMOKE DETECTOR CLEANING	Invoice	10/05/2023	10/23/2023	239.16	239.16	100-42-41413		1023	1
92686	2	92686 BI-ANNUAL SMOKE DETECTOR CLEANING	Invoice	10/05/2023	10/23/2023	239.17	239.17	200-42-41413		1023	1
92686	3	92686 BI-ANNUAL SMOKE DETECTOR CLEANING	Invoice	10/05/2023	10/23/2023	239.17	239.17	210-42-41413		1023	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 1098 SENTINEL FIRE & SECURITY:						717.50	717.50				
1506 STANDARD PLUMBING SUPPLY											
UPLQ6	1	#UPLQ66 3/4" VAC BREAKER FOR FILTER SYSTE	Invoice	09/25/2023	10/23/2023	420.36	420.36	210-70-41401		1323	1
Total 1506 STANDARD PLUMBING SUPPLY:						420.36	420.36				
5718 STANLEY CONSULTANTS INC											
024826	1	18807-INV#0248260- RIVER ST PHASE 2-PROG.R	Invoice	08/23/2023	10/23/2023	4,715.66	4,715.66	120-40-41539	18.40.0001.1	1323	1
Total 5718 STANLEY CONSULTANTS INC:						4,715.66	4,715.66				
1842 STATE OF IDAHO MILITARY DIVISION											
2023 H	1	PAYMENT FOR HPD BUILDING 2023	Invoice	10/17/2023	10/23/2023	3,700.00	3,700.00	100-25-41717		1323	1
Total 1842 STATE OF IDAHO MILITARY DIVISION:						3,700.00	3,700.00				
4671 SYRINGA NETWORKS LLC											
23OCT	1	23OCT0380 Admin 33.33%	Invoice	10/01/2023	10/23/2023	62.50	62.50	100-15-41713		1023	1
23OCT	2	23OCT0380 Admin 33.33%	Invoice	10/01/2023	10/23/2023	62.50	62.50	200-15-41713		1023	1
23OCT	3	23OCT0380 Admin 33.33%	Invoice	10/01/2023	10/23/2023	62.50	62.50	210-15-41713		1023	1
23OCT	4	23OCT0380 Comm Dev	Invoice	10/01/2023	10/23/2023	187.50	187.50	100-20-41713		1023	1
23OCT	5	23OCT0380 P.W. 33.33%	Invoice	10/01/2023	10/23/2023	62.50	62.50	100-42-41713		1023	1
23OCT	6	23OCT0380 P.W. 33.33%	Invoice	10/01/2023	10/23/2023	62.50	62.50	200-42-41713		1023	1
23OCT	7	23OCT0380 P.W. 33.33%	Invoice	10/01/2023	10/23/2023	62.50	62.50	210-42-41713		1023	1
23OCT	8	23OCT0380 Library	Invoice	10/01/2023	10/23/2023	187.50	187.50	100-45-41713		1023	1
23OCT	9	23OCT0380 HPD	Invoice	10/01/2023	10/23/2023	850.00	850.00	100-25-41713		1023	1
Total 4671 SYRINGA NETWORKS LLC:						1,600.00	1,600.00				
2817 UNITED OIL											
102495	1	#1024959 PUMPED FUEL WW	Invoice	07/31/2023	10/23/2023	84.88	84.88	210-70-41719		1323	1
102903	1	1029031 FUEL CHARGES STS.	Invoice	09/30/2023	10/23/2023	806.28	806.28	100-40-41719		1323	1
102903	1	#1029032 PUMPED VEHICLE FUEL W.	Invoice	09/30/2023	10/23/2023	563.58	563.58	200-60-41719		1323	1
102903	1	#1029033 PUMPED FUEL WW	Invoice	09/30/2023	10/23/2023	103.32	103.32	210-70-41719		1323	1
220905	1	220905 FUEL CHARGES STS.	Invoice	09/18/2023	10/23/2023	2,658.21	2,658.21	100-40-41719		1323	1
Total 2817 UNITED OIL:						4,216.27	4,216.27				

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
1216 UPPER CASE PRINTING, INK											
985	1	# 985 11x17 Newsletter 4/4	Invoice	10/05/2023	10/23/2023	426.42	426.42	100-15-41323		1023	1
985	2	# 985 11x17 Newsletter 4/4	Invoice	10/05/2023	10/23/2023	426.42	426.42	200-15-41323		1023	1
985	3	# 985 11x17 Newsletter 4/4	Invoice	10/05/2023	10/23/2023	426.41	426.41	210-15-41323		1023	1
985	4	# 985 11x17 Parks Flyer 4/4	Invoice	10/05/2023	10/23/2023	1,279.25	1,279.25	100-50-41323		1023	1
Total 1216 UPPER CASE PRINTING, INK:						2,558.50	2,558.50				
2020 VALLEY WIDE COOPERATIVE											
072881	1	#072881/9 RUBBER MATS FOR RIVER LS WW	Invoice	10/04/2023	10/23/2023	319.98	319.98	210-70-41403		1023	1
073038	1	073038/9 SIDEKICK SS MULTI TOOL	Invoice	10/09/2023	10/23/2023	69.95	69.95	100-40-41405		1023	1
72660/	1	#72660/9 LEATHERMAN FOR M.R. WW	Invoice	09/27/2023	10/23/2023	75.99	75.99	210-70-41423		1323	1
Total 2020 VALLEY WIDE COOPERATIVE:						465.92	465.92				
6514 VAUGHN, TYREL											
2023 M	1	TV PER DIEM/REIMBUR 23' MANAGEMENT CLAS	Invoice	09/10/2023	10/23/2023	864.10	864.10	210-70-41723		1323	1
Total 6514 VAUGHN, TYREL:						864.10	864.10				
762 VERIZON WIRELESS											
994583	1	MONTHLY CELL PHONE BILL Parks only	Invoice	10/01/2023	10/23/2023	72.08	72.08	100-50-41713		1023	1
994623	1	MONTHLY CELL PHONE BILL STREETS	Invoice	10/07/2023	10/23/2023	161.76	161.76	100-40-41713		1023	1
994623	2	MONTHLY CELL PHONE BILL WATER	Invoice	10/07/2023	10/23/2023	111.77	111.77	200-60-41713		1023	1
994623	3	MONTHLY CELL PHONE BILL WASTE WATER	Invoice	10/07/2023	10/23/2023	208.40	208.40	210-70-41713		1023	1
994623	4	MONTHLY CELL PHONE BILL Parks	Invoice	10/07/2023	10/23/2023	64.56	64.56	100-50-41713		1023	1
Total 762 VERIZON WIRELESS:						618.57	618.57				
367 WALKER SAND AND GRAVEL											
122340	1	1223407 HEAGLE PARK - IMPORTED DIRTY FILL, I	Invoice	09/19/2023	10/23/2023	1,498.66	1,498.66	100-50-41403		1323	1
123769	1	1237697 IMPORTED CLEAN FILL	Invoice	10/10/2023	10/23/2023	536.03	536.03	100-40-41403		1023	1
Total 367 WALKER SAND AND GRAVEL:						2,034.69	2,034.69				
4004 WAXIE SANITARY SUPPLY											
820487	1	3713-4 Library cleaning supplies	Invoice	10/18/2023	10/23/2023	192.78	192.78	100-45-41215		1023	1
Total 4004 WAXIE SANITARY SUPPLY:						192.78	192.78				

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
209 WEBB LANDSCAPING											
SRVCE	1	SRVCE573793 SUNBEAM PARK - WEEKLY MOW S	Invoice	09/08/2023	10/23/2023	484.00	484.00	100-50-41325		1323	1
SRVCE	1	SRVCE574162 SUNBEAM PARK - WEEKLY MOW S	Invoice	09/14/2023	10/23/2023	484.00	484.00	100-50-41325		1323	1
SRVCE	1	SRVCE574523 SUNBEAM PARK - BIWEEKLY GAR	Invoice	09/13/2023	10/23/2023	637.00	637.00	100-50-41325		1323	1
SRVCE	1	SRVCE574645 SUNBEAM PARK - TREE FERT	Invoice	08/30/2023	10/23/2023	177.69	177.69	100-50-41325		1323	1
SRVCE	1	SRVCE574727 SUNBEAM PARK - IRRIG'N BACKFL	Invoice	09/07/2023	10/23/2023	75.00	75.00	100-50-41325		1323	1
SRVCE	1	SRVCE574738 SUNBEAM PARK - WEEKLY MOW S	Invoice	09/21/2023	10/23/2023	484.00	484.00	100-50-41325		1323	1
Total 209 WEBB LANDSCAPING:						2,341.69	2,341.69				
368 WESTERN STATES CAT											
IN0025	1	IN002530428 CUTTING EDGE	Invoice	09/15/2023	10/23/2023	4,112.90	4,112.90	100-40-41771		1323	1
Total 368 WESTERN STATES CAT:						4,112.90	4,112.90				
106 WHITEHEAD LANDSCAPING, INC.											
62898	1	62898 WOODSIDE - IRRIG'N SERVICE CALL, CRE	Invoice	09/28/2023	10/23/2023	18,665.81	18,665.81	100-50-41405		1323	1
Total 106 WHITEHEAD LANDSCAPING, INC.:						18,665.81	18,665.81				
352 WINDY CITY ARTS											
INVH-5	1	InvH-5904 VEHICLE LOGOS	Invoice	10/10/2023	10/23/2023	321.53	321.53	100-40-41405		1023	1
Total 352 WINDY CITY ARTS:						321.53	321.53				
6233 WINNS COMPOST											
829643	1	#829643CR BIOSOLIDS PROCESSING ON SITE (SI	Invoice	07/01/2023	10/23/2023	20,000.00	20,000.00	210-70-41401		1323	1
Total 6233 WINNS COMPOST:						20,000.00	20,000.00				
399 WOOD RIVER WELDING INC											
184711	1	184711 WELD ROD	Invoice	09/29/2023	10/23/2023	38.30	38.30	100-40-41405		1323	1
Total 399 WOOD RIVER WELDING INC:						38.30	38.30				
5437 WORTH PRINTING LLC											
2597	1	1654 business cards - Jessie Parker	Invoice	08/23/2023	10/23/2023	36.04	36.04	100-20-41323		1323	1
2624	1	2624 BUSINESS CARDS - WILLIAMS	Invoice	08/09/2023	10/23/2023	6.71	6.71	100-42-41215		1323	1
2624	2	2624 BUSINESS CARDS - WILLIAMS	Invoice	08/09/2023	10/23/2023	6.71	6.71	200-42-41215		1323	1
2624	3	2624 BUSINESS CARDS - WILLIAMS	Invoice	08/09/2023	10/23/2023	6.72	6.72	210-42-41215		1323	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 5437 WORTH PRINTING LLC:						56.18	56.18				
1223 XYLEM WATER SOLUTIONS USA, INC											
2022-0	1	WWTP UV PROCUREMENT PAY REQUEST 4	Invoice	09/30/2023	10/23/2023	17,873.62	17,873.62	210-70-41511	19.70.0001.1	1323	1
2022-0	2	WWTP UV PROCUREMENT PAY REQUEST 4	Invoice	09/30/2023	10/23/2023	17,873.63	17,873.63	230-75-41549	19.70.0001.1	1323	1
Total 1223 XYLEM WATER SOLUTIONS USA, INC:						35,747.25	35,747.25				
6489 YTURRI, ERIN											
2023 IL	1	Per Diem ILA Conference Oct 4-6 Library	Invoice	09/14/2023	10/23/2023	72.50	72.50	100-45-41723		1323	1
2023 IL	2	Mileage ILA Conference Oct 4-6 Boise-TF	Invoice	09/14/2023	10/23/2023	163.80	163.80	100-45-41724		1323	1
Total 6489 YTURRI, ERIN:						236.30	236.30				
Total :						512,262.14	512,262.14				
Grand Totals:						512,262.14	512,262.14				

Summary by General Ledger Account Number

GL Account Number	Debit	Credit	Net
100-00-15110	60.43	.00	60.43
100-00-20320	630.00	.00	630.00
100-00-20325	10,211.25	.00	10,211.25
100-00-20513	825.00	.00	825.00
100-10-41707	6,660.00	.00	6,660.00
100-10-41717	230.35	.00	230.35
100-15-41126	2,124.79	.00	2,124.79
100-15-41211	8.24	.00	8.24
100-15-41215	146.18	.00	146.18
100-15-41313	133.33	.00	133.33
100-15-41319	126.24	.00	126.24
100-15-41323	1,124.94	.00	1,124.94
100-15-41515	175.20	.00	175.20
100-15-41711	263.66	.00	263.66

Summary by General Ledger Account Number

GL Account Number	Debit	Credit	Net
100-15-41713	64.33	.00	64.33
100-20-41126	4,123.08	.00	4,123.08
100-20-41215	25.00	.00	25.00
100-20-41217	114.00	.00	114.00
100-20-41313	2,586.25	.00	2,586.25
100-20-41319	375.36	.00	375.36
100-20-41323	36.04	.00	36.04
100-20-41709	175.00	.00	175.00
100-20-41713	189.33	.00	189.33
100-20-41723	290.00	.00	290.00
100-20-41724	56.33	.00	56.33
100-25-41126	19,094.60	.00	19,094.60
100-25-41213	22.65	.00	22.65
100-25-41215	61.98	.00	61.98
100-25-41325	8,122.62	.00	8,122.62
100-25-41415	115.76	.00	115.76
100-25-41703	576.76	.00	576.76
100-25-41713	1,084.82	.00	1,084.82
100-25-41717	4,045.59	.00	4,045.59
100-25-41719	156.83	.00	156.83
100-25-41724	1,765.71	.00	1,765.71
100-25-41733	90.00	.00	90.00
100-25-41741	28,640.25	.00	28,640.25
100-40-41126	6,250.00	.00	6,250.00
100-40-41215	297.50	.00	297.50
100-40-41313	11,787.22	.00	11,787.22
100-40-41319	466.45	.00	466.45
100-40-41403	8,043.60	19.93-	8,023.67
100-40-41405	8,436.57	982.55-	7,454.02
100-40-41413	144.00	.00	144.00
100-40-41415	3,147.63	.00	3,147.63
100-40-41703	309.72	.00	309.72
100-40-41713	331.34	.00	331.34
100-40-41715	4,077.45	.00	4,077.45
100-40-41717	335.83	.00	335.83
100-40-41719	3,483.09	.00	3,483.09
100-40-41723	240.00	.00	240.00
100-40-41771	4,112.90	.00	4,112.90

Summary by General Ledger Account Number

GL Account Number	Debit	Credit	Net
100-42-41126	2,124.79	.00	2,124.79
100-42-41215	33.09	.00	33.09
100-42-41413	239.16	.00	239.16
100-42-41713	134.55	.00	134.55
100-45-41126	7,955.60	.00	7,955.60
100-45-41215	579.81	.00	579.81
100-45-41323	149.46	.00	149.46
100-45-41413	980.00	.00	980.00
100-45-41533	59.88	.00	59.88
100-45-41549	2,349.65	.00	2,349.65
100-45-41713	474.89	.00	474.89
100-45-41723	427.50	.00	427.50
100-45-41724	339.60	.00	339.60
100-50-41126	1,477.80	.00	1,477.80
100-50-41215	88.88	.00	88.88
100-50-41323	1,332.57	.00	1,332.57
100-50-41325	4,617.69	.00	4,617.69
100-50-41402	27,200.00	.00	27,200.00
100-50-41403	6,088.62	.00	6,088.62
100-50-41405	20,554.78	.00	20,554.78
100-50-41617	199.76	.00	199.76
100-50-41713	136.64	.00	136.64
100-50-41717	332.14	.00	332.14
100-55-41126	3,977.80	.00	3,977.80
100-55-41211	310.44	.00	310.44
100-55-41215	70.28	.00	70.28
100-55-41325	190.00	.00	190.00
100-55-41405	4,126.50	.00	4,126.50
100-55-41415	38.94	.00	38.94
100-55-41523	879.77	.00	879.77
100-55-41703	302.60	.00	302.60
100-55-41713	1.83	.00	1.83
100-55-41717	69.00	.00	69.00
100-55-41723	22.00	.00	22.00
100-55-41724	844.37	.00	844.37
100-55-41741	9,546.75	.00	9,546.75
120-10-41549	1,233.75	.00	1,233.75
120-40-41539	4,715.66	.00	4,715.66

Summary by General Ledger Account Number

GL Account Number	Debit	Credit	Net
120-40-41549	25,107.55	.00	25,107.55
200-15-41126	2,124.78	.00	2,124.78
200-15-41211	8.24	.00	8.24
200-15-41215	146.18	.00	146.18
200-15-41313	133.33	.00	133.33
200-15-41319	126.24	.00	126.24
200-15-41323	1,124.94	.00	1,124.94
200-15-41515	175.20	.00	175.20
200-15-41711	263.66	.00	263.66
200-15-41713	64.33	.00	64.33
200-42-41126	2,124.78	.00	2,124.78
200-42-41215	33.09	.00	33.09
200-42-41413	239.17	.00	239.17
200-42-41713	134.57	.00	134.57
200-60-41126	7,976.52	.00	7,976.52
200-60-41313	21,532.72	.00	21,532.72
200-60-41401	825.00	.00	825.00
200-60-41405	125.51	.00	125.51
200-60-41413	43.55	.00	43.55
200-60-41415	240.26	.00	240.26
200-60-41713	1,223.36	.00	1,223.36
200-60-41717	12,606.22	.00	12,606.22
200-60-41719	563.58	.00	563.58
200-60-41723	125.00	.00	125.00
200-60-41791	222.78	.00	222.78
200-60-41795	1,232.00	.00	1,232.00
210-15-41126	2,124.79	.00	2,124.79
210-15-41211	8.26	.00	8.26
210-15-41215	146.20	.00	146.20
210-15-41313	133.34	.00	133.34
210-15-41319	126.26	.00	126.26
210-15-41323	1,124.93	.00	1,124.93
210-15-41515	175.20	.00	175.20
210-15-41711	263.67	.00	263.67
210-15-41713	64.33	.00	64.33
210-42-41126	2,124.79	.00	2,124.79
210-42-41215	33.09	.00	33.09
210-42-41413	239.17	.00	239.17

Summary by General Ledger Account Number

GL Account Number	Debit	Credit	Net
210-42-41713	134.57	.00	134.57
210-70-41126	7,748.72	.00	7,748.72
210-70-41313	100.00	.00	100.00
210-70-41321	70.86	.00	70.86
210-70-41325	126.00	.00	126.00
210-70-41401	33,049.81	.00	33,049.81
210-70-41403	319.98	.00	319.98
210-70-41413	633.23	.00	633.23
210-70-41415	9,236.34	.00	9,236.34
210-70-41419	27.98	.00	27.98
210-70-41421	407.66	.00	407.66
210-70-41423	75.99	.00	75.99
210-70-41511	93,483.62	.00	93,483.62
210-70-41547	4,147.00	.00	4,147.00
210-70-41703	654.14	.00	654.14
210-70-41713	209.30	.00	209.30
210-70-41719	340.10	.00	340.10
210-70-41723	2,064.87	.00	2,064.87
210-70-41775	55.80	.00	55.80
210-70-41795	854.50	.00	854.50
220-65-41401	2,809.14	.00	2,809.14
230-75-41549	21,426.67	.00	21,426.67
Grand Totals:	<u>513,264.62</u>	<u>1,002.48-</u>	<u>512,262.14</u>

Summary by General Ledger Posting Period

GL Posting Period	Debit	Credit	Net
06/22	.00	328.51-	328.51-
09/23	.00	535.12-	535.12-
13/23	336,334.54	.00	336,334.54
10/23	176,930.08	138.85-	176,791.23

Summary by General Ledger Posting Period

<u>GL Posting Period</u>	<u>Debit</u>	<u>Credit</u>	<u>Net</u>
Grand Totals:	513,264.62	1,002.48-	512,262.14

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 10/23/2023 **DEPARTMENT:** Treasurer **DEPT. HEAD SIGNATURE:** BS _____

SUBJECT:

Treasurer’s Reports –PRELIMINARY Unaudited Treasurer’s Reports for the month of September 2023.

AUTHORITY: ID Code 50-1011 IAR _____ City Ordinance/Code _____
(IF APPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

Financial Statements (PRELIMINARY!!) for the month of September 2023 in “Snapshot” format follow.

Cash Flow Analysis (PRELIMINARY!!) for the past four years through September of each year.

Year to Date LOT receipts for the month of September (September-August sales and rentals) have continued to be strong but still have pulled back a bit. YTD September 2023 receipts are now UP 5.79% from last year, up 22.62% from FY21, up 81.06% from FY20, 39.59 from FYE 19, up 65.52% from FY18, up 64.2% from FYE17, increased 81.45% from FYE16, up 103.97% from FYE 15, 123.16% better than FYE 14, 134.51% better than FYE 13. The reports submitted to Sun Valley Air Services are included as is the category report. The Chamber’s reports for September (Draw sheet) have not yet been sent.

Development Impact Fees Cash Flow report is attached.

Investment Report is included. LGIP interest for September is 5.31%.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Feel free to contact me if you have any questions; please approve as consent agenda item.

FOLLOW-UP REMARKS:*

CITY OF HAILEY SNAPSHOT OF REVENUE, EXPENSES, FUND BALANCE AND LIQUID ASSETS

as of 9/30/2023

	General Fund		Water Fund		Waste Water		Water Replacement		Waste Water Repl	
	YTD	Budget	YTD	Budget	YTD	Budget	YTD	Budget	YTD	Budget
Revenue*	8,235,505	9,149,588	1,904,463	2,057,162	2,971,431	2,296,249	486,929	423,120	251,251	1,584,560
Legislative	410,277	662,807								
Finance	387,652	423,238								
Comm Dev	573,754	716,992								
Police	1,904,966	1,935,407								
Streets	1,889,290	2,169,193								
Public Works	156,656	190,349								
Library	841,165	812,525								
Parks	575,133	811,385								
Fire	772,370	1,427,692								
Departmental Expenses	<u>7,511,263</u>	<u>9,149,588</u>	2,094,505	3,248,938	3,037,820	4,709,096	186,626	423,120	168,666	1,584,560
Net Revenue over Expenses	724,242	-	(190,042)	(1,191,776)	(66,389)	(2,412,847)	300,303	-	82,585	-
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	724,242	-	(190,042)	(1,191,776)	(66,389)	(2,412,847)	300,303	-	82,585	-
Fund Balance YTD	7,861,362	7,137,120	4,019,118	3,017,384	4,156,896	1,810,438	3,875,463	3,575,160	1,988,056	1,905,471
CASH IN BANKS										
Cash in Combined Checking	(143,649)		484,191		123,349		(126,665)		(151,939)	
LGIP	2,019,622		1,253,525		2,207,899		1,557,507		2,134,599	
LGIP	2,649,190		205,359		640,483					
LGIP	33,541				879,245					
LGIP CCD rate stabilization	268,340						-			
PIPER SANDLER investments	1,500,000		2,000,000	-	-		2,500,000			

* For Revenue detail, please see **General Fund Cash Flow Comparison** .

** Cash Fund Balance, does not include depreciable assets in proprietary funds. Unaudited.

CASH FLOW of 1% LOT for FYE 23 (October - September revenues and receipt of funds)

	FY22 Actual	FY23 Budget	FY23 Budget	FY23 Budget	FY23 Actual	FY23 Actual	4.9%		AMOUNT
HAILEY	BED/CAR1%	BED/CAR3%	BED/CAR1%	<i>Bud net</i>	BED/CAR3%	BED/CAR1%	MINUS COST	NET	PAID ASB
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	81,724.38	13,620.73	(667.42)	12,953.31	
AUG	21,831.47	92,187.50	30,729.17	14,611.72	62,495.39	10,415.90	(510.38)	9,905.52	
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	
Total	165,254.67	1,106,250.00	368,750.00	306,846.09	473,108.29	141,575.66	(8,187.21)	133,388.45	0.00

PAYABLE: SUN VALLEY AIR SERVICES BOARD
ACCOUNT CODE: 100-10-41707

25% Granicus 5,000.00
 pd 10.11.22 #54146 1,250.00

July 2023 sales and beyond; 50%

DEVELOPMENT IMPACT FEE CASH FLOW

9/30/2023

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	9/30/2023		
DIF - PARKS	78,592	2,760	11,600	6,650	10,015	16,736	19,922	152,132	83,369	381,776	
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	170,604	1,397,108	
DIF - FIRE	204,131	39,290	22,008	17,663	38,668	29,694	27,367	59,067	28,482	466,370	
DIF - CIP	18,295	4,313	5,638	2,374	10,041	7,686	7,074	11,705	4,063	71,189	
		WiseGuy agr									
	652,946	147,998	112,586	69,462	174,551	180,917	175,773	577,352	286,518	2,378,104	
										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	14,968.87
										Expenses, actual and proposed thru FY23	(1,676,307.05)
										DIF bal	735,121.72
										Cash in LGIP	448,553.72
										Difference	286,568.00

RECAP BY CATEGORY, not including interest

	PARKS	POLICE	TRANSP	FIRE	CIP	TOTAL
FEES	381,776	61,661	1,397,108	466,370	71,189	2,378,104
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
BALANCE to 10/1/18	298,182	(0)	1,034,225	210,326	54,189	1,596,921
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	205,685	-	423,997	30,326	41,789	701,797

RECAP, WITH PROJECTED SPENDING OF DIF FOR CAPITAL PROJECTS FYE11-23

	PARKS	POLICE	TRANSP	FIRE	CIP	TOTAL
Truck/Street Dept			(30,000)			(30,000)
Skatepark Expansion	(22,070)					(22,070)
Skatepark Irr. Syst	(21,000)	-			-	(21,000)
RV Dump Station	(20,000)					(20,000)
Fire Station Design				(18,567)		(18,567)
Woodside Roundabout			(180,881)			(180,881)
Firetruck - used				(75,563)		(75,563)
R Caplan CIP update					(7,500)	(7,500)
TischlerBise					(9,500)	(9,500)
Skatepark	(8,224)					(8,224)
FY16 Proposed and Spent:			(13,750)			(13,750)
Snow Plow Wing		(25,634)				(25,634)
HPD Station						
Park Projects	(12,300)					(12,300)
Fire Truck FY 16				(27,224)		(27,224)
Street Projects FY17						
Public Safety Bldg FY17		(36,027)		-		(36,027)
Fire Truck FY 17				(134,690)		(134,690)
Chipper/Spreader 30% 74K			(22,325)			(22,325)
Balmoral Park complete	(26,497)					(26,497)
PW4P 2nd, Croy ETC FY18-20			(302,928)			(302,928)
Snow Storage FY21			(62,409)			(62,409)
CIP Update TischlerBise					(12,400)	(12,400)
Anticipated FY23	(66,000)		(360,819)	-	-	(426,819)
FYE23 PUMPER TRUCK				(180,000)		(180,000)
Total FYE 11-23	176,091	61,661	973,111	436,044	29,400	1,676,307
DIF interest thru 9/30/22	5,243		10,807	773	1,065	18,356.21
YTD interest FY 23	4275.30		8813.08	630.34	868.60	14,968.87



9/30/2023

CITY OF HAILEY INVESTMENT REPORT

FUND	Sep interest 5.311%	STATE INV POOL PIPER SANDLER		TOTAL
			Maturity	
GENERAL (includes Fireworks)		2,053,163.62		2,053,163.62
GENERAL -35% OPERTING RESERVE		2,649,189.67	1,500,000.00 3/6/24, 5/3/27	4,149,189.67
CLEAR CREEK RATE STABILIZATION		268,340.18		268,340.18
CAPITAL PROJECTS		424,931.31		424,931.31
CAPITAL PROJECTS ---in lieu fees		107,497.80		107,497.80
CAPITAL PROJECTS DIF Reserve		448,553.72		448,553.72
CAPITAL PROJECTS Public Art		34,032.13		34,032.13
CAPITAL PROJECTS Housing		12,953.31		12,953.31
CAPITAL PROJECTS Pathways 4 P		243,797.59		243,797.59
CAPITAL PROJECTS Total		1,271,765.86		1,271,765.86
ARPA FUNDS		1,408,257.95		1,408,257.95
RODEO PARK PROPEY TAX RCPTS		80,885.22		80,885.22
WATER REVENUE		1,253,524.60	2,000,000.00 3/6/24,8/1/25	3,253,524.60
WATER RATE STABILIZATION		205,359.45		205,359.45
WASTE WATER REV		2,207,898.83		2,207,898.83
WASTE WATER BOND RESERVE		640,483.18		640,483.18
WASTE WATER RATE STABILIZATION		879,245.12		879,245.12
WATER REPLACEMENT		1,557,507.02	2,500,000.00 4.24,8.14.26, 5/3/27	4,057,507.02
WASTE WATER REPLACEMENT		2,134,598.75		2,134,598.75
TOTAL		16,610,219.45	6,000,000.00	22,610,219.45

Return to Agenda

RESOLUTION 2023-_____

**A RESOLUTION OF THE HAILEY CITY COUNCIL
TO SET APPOINTMENTS AND TERMS OF OFFICE FOR
THE HAILEY PUBLIC LIBRARY BOARD OF TRUSTEES**

WHEREAS, the City Council of the City of Hailey, Idaho, established the Hailey Public Library by ordinance in 1989, which has since been codified within Hailey Municipal Code 2.16.010;

WHEREAS, the City Council of the City of Hailey and thereafter appointed the Hailey Public Library Board of Trustees under staggered 5-year terms, pursuant to Idaho Code 33-2604 and Hailey Municipal Code 02.16.020;

WHEREAS, the Hailey City Council wishes to reappoint Tommy L Green, Board Trustee for a five-year term;

WHEREAS, The Hailey City Council wishes to accept the recommendation for an appointment submitted by the Hailey Public Library Board of Trustees.

NOW, THEREFORE, BE IT RESOLVED BY THE HAILEY CITY COUNCIL:

The City of Hailey appoints a five-member Hailey Public Library Board of Trustees, and the Mayor appoints, and the City Council confirms the following members for the following terms:

<u>TERM LENGTH</u>	<u>APPOINTEE</u>	<u>TERM EXPIRES</u>
5-Year Term	Morgan R. Buckert	August 31, 2024
5-Year Term	Katherine Wutz	August 31, 2025
5-Year Term	Siomara Navarrete	August 31, 2026
5-Year Term	Sara Felton	August 31, 2027
5-Year Term	Tommy L. Green, Jr.	August 31, 2028

THIS RESOLUTION IS ADOPTED this 25th day of September, 2023.

ATTEST:

Martha Burke, Mayor

Mary Cone, City Clerk

From: [Lyn Drewien](#)
To: [Mary Cone](#)
Subject: FW: Request for Reappointment to the Hailey Library Board
Date: Friday, September 15, 2023 7:59:11 AM

Hi Mary,
Please see below. I can print out a copy later today and bring it up.

-----Original Message-----

From: tylegn@gmail.com <tylegn@gmail.com>
Sent: Thursday, September 14, 2023 9:15 PM
To: Lyn Drewien <lyn.drewien@haileypubliclibrary.org>
Cc: Sara Felton <sara@alpinelodging.com>
Subject: Request for Reappointment to the Hailey Library Board

To whom it may concern,

I trust this letter finds you well.

I am writing to formally express my interest in being reappointed to the Hailey Library Board. My current term, as you may know, is drawing to a close soon and I am keen on continuing the work that we have collectively been doing to enhance our community's access to knowledge and literature.

Over the course of my tenure, I have had the privilege of contributing to several initiatives that have profoundly benefited our library and its patrons. From the successful organization of our annual Summer Reading Program to the implementation of our digital library services, I believe my efforts have made a significant impact. In addition, my understanding of our library's operations, patrons, and the broader Hailey community has deepened, providing me with a unique perspective that would be beneficial to maintain on the board.

In the event of my reappointment, I am excited to continue fostering the relationships we have built with our community partners and to further streamline our processes for the benefit of our patrons. I am particularly interested in expanding our digital resources and outreach programs, ensuring that everyone in our community has equitable access to the wealth of information our library offers.

I truly believe in the power of libraries to transform communities and I am deeply committed to our mission of promoting literacy and lifelong learning. I am hopeful that you will consider my request for reappointment favorably, and I am more than ready to continue serving our beloved community through my work with the Hailey Library Board.

Thank you for your time and consideration. I look forward to the prospect of furthering my contributions to the Hailey Library and our community.

Warm Regards,

Tommy Green

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AGENDA ITEM SUMMARY

DATE: 10/23/2023 DEPARTMENT: Admin/Legislative DEPT. HEAD SIGNATURE: LH

SUBJECT: Public Hearing and First Reading of Ordinance No. 1335, an Ordinance authorizing issuance of wastewater revenue bonds series 2023

AUTHORITY: ID Code 57-235, 50-1027, 50-1042, Title 57, Chapter 2 IAR _____ City Ordinance/Code _____ 2014-1165, 1166
(IFAPPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

The Council reviewed the schedule of the Aging Infrastructure Headworks Municipal Bond on June 6, 2023. The next step in our process is a Public Hearing and First Reading of Ordinance No. 2023-1335, an Ordinance authorizing issuance of wastewater revenue bonds series 2023. The attached Ordinance has been drafted by bond legal counsel, Chelsy Porter, Brandon Helgeson and Mike Stoddard of Hawley Troxell.

Also attached is the first draft of the Preliminary Official Statement. That document is for discussion purposes only and will be brought back at a subsequent meeting for adoption.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IFAPPLICABLE)

- | | | |
|---|--|---|
| <input type="checkbox"/> City Administrator | <input type="checkbox"/> Library | <input type="checkbox"/> Benefits Committee |
| <input type="checkbox"/> City Attorney | <input type="checkbox"/> Mayor | <input type="checkbox"/> Streets |
| <input type="checkbox"/> City Clerk | <input type="checkbox"/> Planning | <input type="checkbox"/> Treasurer |
| <input type="checkbox"/> Building | <input type="checkbox"/> Police | <input type="checkbox"/> _____ |
| <input type="checkbox"/> Engineer | <input 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:

Conduct a Public Hearing and First Reading of Ordinance No. 1335, an Ordinance authorizing issuance of wastewater revenue bonds series 2023 and read by title only.

ACTION OF THE CITY COUNCIL:

Date: _____
City Clerk _____

FOLLOW-UP:

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

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

**CITY OF HAILEY
BLAINE COUNTY, IDAHO**

SUPPLEMENTAL ORDINANCE NO. 1335

A SUPPLEMENTAL ORDINANCE OF THE CITY OF HAILEY, BLAINE COUNTY, IDAHO, AUTHORIZING THE ISSUANCE OF ITS WASTEWATER REVENUE BONDS, SERIES 2023, TO PROVIDE FUNDS NECESSARY TO FINANCE IMPROVEMENTS TO THE CITY'S WASTEWATER SYSTEM; DELEGATING AUTHORITY TO APPROVE THE TERMS AND PROVISIONS OF THE NEGOTIATED SALE OF THE BOND PURSUANT TO A BOND PURCHASE AGREEMENT; AND PROVIDING FOR OTHER MATTERS PROPERLY RELATING THERETO.

Approved: October 23, 2023

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- Exhibit A - Form of Bond
- Exhibit B - Notice of Private Negotiated Bond Sale
- Exhibit C - Form of Bond Purchase Agreement
- Exhibit D - Form of Certificate as to Bond Pricing and Related Matters
- Exhibit E - Summary of Supplemental Ordinance

SUPPLEMENTAL ORDINANCE NO. 1335

A SUPPLEMENTAL ORDINANCE OF THE CITY OF HAILEY, BLAINE COUNTY, IDAHO, AUTHORIZING THE ISSUANCE OF ITS WASTEWATER REVENUE BONDS, SERIES 2023, TO PROVIDE FUNDS NECESSARY TO FINANCE IMPROVEMENTS TO THE CITY'S SEWER SYSTEM; DELEGATING AUTHORITY TO APPROVE THE TERMS AND PROVISIONS OF THE NEGOTIATED SALE OF THE BOND PURSUANT TO A BOND PURCHASE AGREEMENT; AND PROVIDING FOR OTHER MATTERS PROPERLY RELATING THERETO.

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

WHEREAS, the City of Hailey, Blaine County, Idaho (the "City") is a body politic and corporate duly organized, operating and existing under and pursuant to the provisions of the Constitution and the laws of the State of Idaho;

WHEREAS, pursuant to a special municipal revenue bond election duly called by the City and held on May 16, 2023 (the "Bond Election"), there was submitted to the qualified electors of the City the following proposition:

QUESTION: Shall the City of Hailey, Blaine County, Idaho (the "City") issue and sell its negotiable revenue bonds in the amount of up to \$6,000,000 for the purpose of financing the design, acquisition and construction of certain improvements to the City's wastewater treatment system and facilities (the "System"), the System constituting and being operated as a revenue-producing public utility, and to pay expenses properly incident thereto including costs of reserve funding and issuance of such bonds, said bonds due in such installments as fixed by the City Council of the City, the last installment due and payable not more than twenty (20) years from the date of the bonds, as more fully provided in Ordinance No. 1322 adopted by the City Council of the City on March 13, 2023 (such revenue bonds shall be payable from the revenues of the System, as improved, and not from ad valorem property taxes)?

WHEREAS, a majority of the votes cast at the Bond Election were cast in favor of said proposition and the issuance of up to \$6,000,000 of revenue bonds of the City was authorized for the purpose of financing the design and construction of certain improvements to wastewater treatment facilities in the City's wastewater system and to pay the costs of issuance thereof;

WHEREAS, pursuant to a prior successful special municipal revenue bond election held on May 20, 2014, on November 3, 2014, the members of the City's Council (the "Council") adopted Sewer Bond Ordinance No. 1165 (the "Master Ordinance") providing for the issuance

and sale of revenue bonds to finance or refinance Projects by adoption of supplemental ordinances in accordance with the terms thereof;

WHEREAS, on November 3, 2014, the Council adopted Supplemental Ordinance No. 1166 (the “2014 Supplemental Ordinance”), authorizing issuance and sale of its 2014 Bonds;

WHEREAS, the Council desires to adopt this 2023 Supplemental Ordinance authorizing its 2023 Bonds to finance the 2023 Project (the “2023 Supplemental Ordinance” and together with the Master Ordinance and the 2014 Supplemental Ordinance, collectively, the “Bond Ordinance”);

WHEREAS, pursuant to Section 57-235, Idaho Code, the Council desires to delegate authority, in accordance with the specific instructions and procedures set forth herein, for determination and approval of certain final terms and provisions of the 2023 Bonds, and other matters at the time the 2023 Bonds are sold.

NOW, THEREFORE, THE MAYOR AND COUNCIL OF THE CITY OF HAILEY, BLAINE COUNTY, IDAHO, FURTHER ORDAIN AS FOLLOWS:

ARTICLE I

Section 101. Definitions. Except as provided in this Section, all defined terms contained in this 2023 Supplemental Ordinance, including capitalized terms used and not otherwise defined in the WHEREAS clauses hereto, shall have the same meanings as set forth in the Bond Ordinance. As used in this 2023 Supplemental Ordinance, in addition to the terms defined in the WHEREAS clauses of this 2023 Supplemental Ordinance or if the context shall otherwise require, the following terms shall have the following meanings:

Act means collectively the Revenue Bond Act, Idaho Code Sections 50-1027 through 50-1042, inclusive, and the Municipal Bond Law of the State of Idaho, being Idaho Code, Title 57, Chapter 2.

Authorized Denominations means \$5,000 or integral multiples thereof.

Delegated Officer means the Mayor or City Administrator, each with authority to act alone.

Delegation Certificate means the Certificate as to Bond Pricing and Related Matters, substantially in the form of Exhibit D hereto, signed and delivered by the Delegated Officer to approve the final terms and provisions of the 2023 Bonds and authorize execution of the Bond Purchase Agreement.

Interest Payment Date means with respect to the 2023 Bonds those dates specified in the Delegation Certificate.

Principal Payment Date or “sinking fund payment date” means with respect to the 2023 Bonds those dates specified in the Delegation Certificate.

Reserve Account Requirement means the amount to be deposited into the Reserve Account established under the Master Resolution, and confirmed by the 2014 Supplemental Ordinance in accordance with the Loan Agreement. Upon issuance of the 2023 Bonds, the Reserve Account Requirement shall increase to an amount equal to the lesser of (i) 10% of the outstanding principal of the Parity Debt (as such term is defined in the Loan Agreement), (ii) the maximum annual principal and interest on the Parity Debt, or (iii) 125% of average annual principal and interest on the Parity Debt.

2014 Bond means the City’s Sewer Revenue Bond, Series 2014 issued by the City on November 18, 2014, pursuant to Title 67, chapter 87, Idaho, as amended or supplemented, and as authorized pursuant to Ordinance No. 1165 adopted by the Council on November 3, 2014, which bond was issued and sold to the Idaho Bond Bank Authority to finance certain improvements to the System, the payment of which is secured by the City’s pledge of Net Revenues of the System.

2014 Supplemental Ordinance means Supplemental Ordinance No. 1166 adopted by the Council on November 3, 2014, authorizing the issuance of the 2014 Bonds, setting forth certain requirements of the terms of sale of the 2014 Bonds, and providing for related matters.

2023 Bonds means the City’s Wastewater Revenue Bonds, Series 2023 (Bank Qualified) authorized hereunder in substantially the form attached to this 2023 Supplemental Ordinance as Exhibit A.

2023 Bond Registrar means, with respect to the 2023 Bonds, Zions Bancorporation, National Association, Boise, Idaho, appointed by the City pursuant to this 2023 Supplemental Ordinance to serve as authenticating agent, paying agent, and transfer agent for the 2023 Bonds. The term “2023 Bond Registrar” shall include any business successor or successors thereto, any company into which the 2023 Bond Registrar may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party, provided such company shall be a bank or trust company organized under the laws of any state of the United States of America or a national banking association and shall be authorized by law to perform all the duties imposed upon it by this 2023 Supplemental Ordinance, shall be the successor to the 2023 Bond Registrar without the execution or filing of any paper or the performance of any further act.

2023 Project means financing the acquisition and construction of certain improvements to the City’s wastewater system, including but not limited to: construction, repair, replacement and rehabilitation of the City’s wastewater system, including replacement of the wastewater system’s Headworks facility and other improvements and betterments to the wastewater system.

2023 Supplemental Ordinance means Supplemental Ordinance No. 1335 adopted by the Council on October 23, 2023, authorizing the issuance of the 2023 Bonds, setting forth certain

requirements of the terms of sale of the 2023 Bonds, delegating authority to approve the final terms and provisions of the 2023 Bonds, and providing for related matters.

The terms “**hereby**,” “**hereof**,” “**hereto**,” “**herein**,” “**hereunder**,” and any similar terms as used in this 2023 Supplemental Ordinance refer to this 2023 Supplemental Ordinance.

ARTICLE II

Section 201. Authority for Supplemental Ordinance. This 2023 Supplemental Ordinance is adopted pursuant to the provisions of the Act and the Master Ordinance. This 2023 Supplemental Ordinance contemplates the issuance and sale of the 2023 Bonds through a delegation of authority as provided in Section 206(e) hereof. Unless the context clearly indicates otherwise -- for example, the provisions of Section 206(a) through (c) which take effect upon adoption of this 2023 Supplemental Ordinance-- this 2023 Supplemental Ordinance shall not take effect and no provision thereof shall be binding upon the City unless and until the 2023 Bonds are sold and issued.

Section 202. Finding and Purpose. In compliance with the Master Ordinance, the 2023 Bonds are hereby authorized to be issued as Additional Bonds to provide funds with which to finance the 2023 Project.

Section 203. Authorization of 2023 Bonds; Designation; Confirmation of Pledged Revenues. In accordance with and subject to the terms, conditions and limitations established by the Act, and contained in the Master Ordinance and this 2023 Supplemental Ordinance, revenue bonds of the City are hereby authorized to be issued and shall be designated “Wastewater Revenue Bonds, Series 2023 (Bank Qualified).” The 2023 Bonds are secured by the pledge of the Pledged Revenues under Section 7 of the Master Ordinance equally and ratably with all Parity Bonds issued under the Master Ordinance.

Section 204. Issue Date. The 2023 Bonds shall be dated as of the date of their delivery.

Section 205. 2023 Bonds Details. The 2023 Bonds shall be issued in fully registered form in Authorized Denominations. The 2023 Bonds shall be numbered separately from R-1 upwards. The 2023 Bonds shall be in substantially the form attached as Exhibit A hereto, with such appropriate variations, omissions, and insertions as are permitted or required by this 2023 Supplemental Ordinance and may have endorsed thereon such legends or text as may be necessary or appropriate to conform to any applicable rules and regulations of any governmental authority or any usage requirement of law with respect thereto. The 2023 Bonds may be typewritten, printed, lithographed, engraved or produced in similar manner. If any 2023 Bond is printed, any portion of the text of the 2023 Bond may be printed on the back of the 2023 Bond with an appropriate reference placed on the front of the 2023 Bond. The 2023 Bonds shall bear interest from the date of delivery, or the most recent date to which interest has been paid or duly provided for, and shall be payable on the Principal Payment Date and Interest Payment Date and as provided in the Delegation Certificate.

Section 206. Authorization of Actions Preliminary to Sale of 2023 Bonds.

(a) The Council desires to sell the 2023 Bonds pursuant to negotiated sale to D.A. Davidson & Co. (the “Underwriter”) pursuant to Idaho Code Section 57-232 and a Bond Purchase Agreement (the “Bond Purchase Agreement”) to be entered into on the date the 2023 Bonds are sold by the City to the Underwriter.

(b) The Council ratifies and approves actions previously taken by the officials of the City to assist its bond counsel and financial advisor in the preparation, completion and distribution of the Preliminary Official Statement related to the offering of 2023 Bonds. The Preliminary Official Statement, in substantially the form presented to the Council, and the distribution and use thereof by the Underwriter is hereby authorized and approved, and the Delegated Officer is hereby authorized to make such additions or changes to the Preliminary Official Statement as deemed necessary or advisable by such Delegated Officer. The Delegated Officer is hereby authorized and directed, for and in the name and on behalf of the City, to execute the final Official Statement in substantially the form of said Preliminary Official Statement with such additions to or changes to evidence the sale of the 2023 Bonds as such officer may deem necessary or advisable, such approval to be conclusively evidenced by the execution of said Official Statement as so added to or changed. The Underwriter, as purchaser of the 2023 Bonds, is hereby authorized to deliver copies of said Official Statement (as so added to or changed) to all actual purchasers of the 2023 Bonds.

(c) In accordance with Idaho Code Section 57-215, the Notice of Private Negotiated Bond Sale (the “Notice of Sale”) in the form attached as Exhibit B hereto is hereby ratified and approved and the City’s bond counsel is authorized to complete the Notice of Sale and effect timely publication thereof prior to the sale of the 2023 Bonds and approval and execution of the Bond Purchase Agreement.

(d) The Bond Purchase Agreement in substantially the form attached hereto as Exhibit C is hereby ratified and approved. Pursuant to Section 206(e) hereof, upon the sale of the 2023 Bonds and inclusion of the final terms of the 2023 Bonds therein, the Delegated Officer is hereby authorized to execute and deliver the Bond Purchase Agreement, with such additions or changes thereto as such officer may deem necessary or advisable subject to the limitations set forth in (e) hereof, with such approval to be conclusively evidenced by the execution of the Bond Purchase Agreement as so added to or changed. The officials of the City are authorized to do or perform all such acts as may be necessary or advisable to comply with the Bond Purchase Agreement and to carry the same into effect. To the extent the provisions of this 2023 Supplemental Ordinance or the Master Ordinance and the Bond Purchase Agreement shall be found to be in conflict, the provisions of the Bond Purchase Agreement shall govern.

(e) The City has provided a continuing disclosure agreement pursuant to Section 3(c) of the Bond Purchase Agreement. The undertaking thereunder is hereby ratified and approved in all respects.

Section 207. Sale of 2023 Bonds, Delegation Authority Pursuant to Section 57-235, Idaho Code, as amended, the Council hereby delegates to the Mayor and City Administrator, each with the authority to act alone (hereinafter each referred to as the “Delegated Officer”), the power to make the following determinations on the date of sale of the 2023 Bonds to the Underwriter, without any requirement that the members of the Council meet to approve such determinations, but subject to the limitations provided:

(i) The rate of interest to be borne by the 2023 Bonds, as measured by the true interest cost, not to exceed five and fifty hundredths percent (5.50%).

(ii) The principal amount of the 2023 Bonds, not to exceed \$6,000,000.

(iii) The Principal Payment Date and Interest Payment Date for the 2023 Bonds.

(iv) The amount of principal of the 2023 Bonds maturing, or subject to mandatory sinking fund redemption, in any particular year, and the rate of interest accruing thereon.

(v) The final maturity of the 2023 Bonds, to be not later than twenty (20) years from the date of issuance of the 2023 Bonds.

(vi) The price at which the 2023 Bonds will be sold (including any underwriter’s discount, original issue premium and original issue discount), provided that the 2023 Bonds shall not be sold at less than the aggregate par value thereof.

(vii) The dates, if any, on which, and the prices at which, the 2023 Bonds will be subject to optional redemption.

(viii) The amount of 2023 Bonds proceeds, if any, to fund the Reserve Account.

(b) Upon the sale of the 2023 Bonds, including the final terms and provisions of the 2023 Bonds, the Delegated Officer shall execute a Delegation Certificate substantially in the form attached hereto as Exhibit D reflecting the final terms and provisions of the 2023 Bonds and certifying that the final terms and provisions of the 2023 Bonds are consistent with, not in excess of and no less favorable than the terms set forth in subparagraph (a) above, and as approved by the electorate of the City pursuant to the Bond Election.

Section 208. Execution of 2023 Bonds. The 2023 Bonds shall be executed on behalf of the City by the Mayor and Treasurer of the City and attested to by the City Clerk, and the corporate seal of the City shall be impressed or printed thereon, if any. The 2023 Bonds, when

so executed, shall be delivered to the 2023 Bond Registrar for authentication. The 2023 Bond Registrar is hereby requested and directed to authenticate the 2023 Bonds by executing the Certificate of Authentication appearing thereon, and to deliver the 2023 Bonds, when duly executed and authenticated, to the Underwriter in accordance with written instructions executed on behalf of the City by the Delegated Officer of the City, which instructions said officer is hereby authorized and directed, for and in the name and on behalf of the City, to execute and deliver to the 2023 Bond Registrar. Such instructions shall provide for the delivery of the 2023 Bonds to the Underwriter in accordance with the Bond Purchase Agreement, upon payment of the purchase price thereof.

Section 209. Registration of 2023 Bonds. The 2023 Bond Registrar shall keep, or cause to be kept, at its principal corporate trust office, sufficient records for the registration and transfer of 2023 Bonds (the “2023 Bond Register”), which shall be open to inspection by the City. The 2023 Bond Registrar is authorized, on behalf of the City, to authenticate and deliver 2023 Bonds transferred or exchanged in accordance with the provisions of such 2023 Bonds and this 2023 Supplemental Ordinance and to carry out all of the 2023 Bond Registrar's powers and duties under this 2023 Supplemental Ordinance and the Idaho Registered Public Obligations Act, Idaho Code, Title 57, Chapter 9, as amended. The 2023 Bond Registrar shall be responsible for its representations contained in the Certificate of Authentication on the 2023 Bonds. The Treasurer is hereby authorized to negotiate the terms of a registrar agreement with the 2023 Bond Registrar, providing for compensation and other terms mutually acceptable to the City and the 2023 Bond Registrar regarding the performance of its duties under this 2023 Supplemental Ordinance.

(a) *Registered Ownership.* The City and the 2023 Bond Registrar may deem and treat the Registered Owner of each 2023 Bond on the Record Date as the absolute owner for all purposes, and neither the City nor the 2023 Bond Registrar shall be affected by any notice to the contrary. Payment of any such 2023 Bond shall be made only as described herein, but such registration may be transferred as herein provided. All such payments made as described herein, shall be valid and shall satisfy the liability of the City upon such 2023 Bond to the extent of the amount or amounts so paid.

(b) *DTC Acceptance/Letter of Representations.* The 2023 Bonds will initially be held in fully immobilized form by DTC acting as depository. Prior to issuance of the 2023 Bonds hereunder, the Letter of Representations in the form required by DTC, with such changes, omissions, insertions and revisions as the City Administrator shall approve, is hereby authorized, and the City Administrator is hereby authorized to execute such Letter of Representations and cause the same to be filed with DTC. In the written acceptance of the 2023 Bond Registrar, the 2023 Bond Registrar shall agree to take all action necessary for all representations of the City in the Letter of Representations with respect to the 2023 Bond Registrar to be complied with at all times. The City's Letter of Representations is for the purpose of effectuating the book-entry-only system and shall not be deemed to amend, supersede or supplement the terms of this 2023 Supplemental Ordinance, which terms are intended to be complete without reference to the Letter of Representations. In the event of any conflict between the terms of the Letter of Representations and the terms of this 2023 Supplemental Ordinance, the terms of this

2023 Supplemental Ordinance shall control. DTC may exercise the rights of a Registered Owner hereunder only in accordance with the terms hereof applicable to the exercise of such rights.

(c) Neither the City nor the 2023 Bond Registrar will have any responsibility or obligation to DTC participants or the persons for whom they act as nominees with respect to the 2023 Bonds for the accuracy of any records maintained by DTC or any DTC participant, the payment by DTC or any DTC participant of any amount in respect of the principal of or interest on 2023 Bonds, any notice that is permitted or required to be given to Registered Owners under this 2023 Supplemental Ordinance (except such notices as shall be required to be given by the City to the 2023 Bond Registrar or to DTC), the selection by DTC or any DTC participant of any person to receive payment in the event of a partial redemption of the 2023 Bonds, or any consent given or other action taken by DTC as the Registered Owner. For so long as any 2023 Bonds are held in fully immobilized form hereunder, DTC or its successor depository shall be deemed to be the Registered Owner for all purposes, and all references in this 2023 Supplemental Ordinance to the Registered Owners shall mean DTC or its nominee and shall not mean the owners of any beneficial interest in any 2023 Bonds.

(d) *Use of Depository.*

(i) Under the book-entry-only system, 2023 Bonds shall be registered initially in the name of "CEDE & Co.," as nominee of DTC, with one Bond maturing on each of the maturity dates for each series of the 2023 Bonds in a denomination corresponding to the total principal therein designated to mature on such date. Registered ownership of such immobilized 2023 Bonds, or any portions thereof, may not thereafter be transferred except (a) to any successor of DTC or its nominee, provided that any such successor shall be qualified under any applicable laws to provide the service proposed to be provided by it; (b) to any substitute depository appointed by the Designated Representative pursuant to subsection (i) below or such substitute depository's successor; or (c) to any person as provided in subsection (iii) below.

(ii) Upon the resignation of DTC or its successor (or any substitute depository or its successor) from its functions as depository or a determination by the Designated Representative to discontinue the system of book entry transfers through DTC or its successor (or any substitute depository or its successor), the Designated Representative may hereafter appoint a substitute depository. Any such substitute depository shall be qualified under any applicable laws to provide the services proposed to be provided by it.

(iii) In the case of any transfer pursuant to clause (a) or (b) of subsection (d) above, the 2023 Bond Registrar shall, upon receipt of all

Outstanding 2023 Bonds issued hereunder, together with a written request on behalf of the Designated Representative, issue a single new 2023 Bond for each maturity then outstanding, registered in the name of such successor or such substitute depository, or their nominees, as the case may be, all as specified in such written request of the Designated Representative.

(iv) In the event that (a) DTC or its successor (or substitute depository or its successor) resigns from its functions as depository, and no substitute depository can be obtained, or (b) the Designated Representative determines that it is in the best interest of the Beneficial Owners of the 2023 Bonds that such owners be able to obtain such 2023 Bonds in the form of Bond certificates, the ownership of such 2023 Bonds may then be transferred to any person or entity as herein provided, and shall no longer be held in fully immobilized form. The Designated Representative shall deliver a written request to the 2023 Bond Registrar, together with a supply of definitive 2023 Bonds, to issue 2023 Bonds as herein provided in any authorized denomination. Upon receipt by the 2023 Bond Registrar of all then Outstanding 2023 Bonds issued hereunder, together with a written request on behalf of the Designated Representative to the 2023 Bond Registrar, new 2023 Bonds shall be issued in the appropriate denominations and registered in the names of such persons as are requested in such written request.

(e) *Registration of Transfer of Ownership or Exchange; Change in Denominations.* The transfer of any 2023 Bond may be registered and 2023 Bonds may be exchanged, but no transfer of any such 2023 Bond shall be valid unless such 2023 Bond is surrendered to the 2023 Bond Registrar with the assignment form appearing on such 2023 Bond duly executed by the Registered Owner or such Registered Owner's duly authorized agent in a manner satisfactory to the 2023 Bond Registrar. Upon such surrender, the 2023 Bond Registrar shall cancel the surrendered 2023 Bond and shall authenticate and deliver, without charge to the Registered Owner or transferee therefor, a new 2023 Bond (or 2023 Bonds at the option of the new Registered Owner) of the same date, maturity, and interest rate and for the same aggregate principal amount in any authorized denomination, naming as Registered Owner the person or persons listed as the assignee on the assignment form appearing on the surrendered 2023 Bond, in exchange for such surrendered and cancelled 2023 Bond. Any 2023 Bond may be surrendered to the 2023 Bond Registrar and exchanged, without charge, for an equal aggregate principal amount of the 2023 Bonds of the same date, maturity, and interest rate, in any authorized denomination. The 2023 Bond Registrar shall not be obligated to register the transfer or to exchange any 2023 Bond during the 15 days preceding the date any such 2023 Bond is to be redeemed.

(f) *Registrar's Ownership of 2023 Bonds.* The 2023 Bond Registrar may become the Registered Owner of any 2023 Bond with the same rights it would have if it

were not the 2023 Bond Registrar, and to the extent permitted by law, may act as depository for and permit any of its officers or directors to act as member of, or in any other capacity with respect to, any committee formed to protect the rights of the Registered Owners of the 2023 Bonds.

(g) *Place and Medium of Payment.* The principal of and interest on the 2023 Bonds shall be payable in lawful money of the United States of America. Interest on the 2023 Bonds shall be calculated on the basis of a 360-day year and twelve 30-day months. For so long as all 2023 Bonds are in fully immobilized form, such payments of principal and interest thereon shall be made as provided in the operational arrangements of DTC as referred to in the Letter of Representations.

In the event that the 2023 Bonds are no longer in fully immobilized form, or are initially issued outside of the DTC book-entry only system, interest on the 2023 Bonds shall be paid by check or draft mailed to the Registered Owners of the 2023 Bonds at the addresses for such Registered Owners appearing on the Bond Register on the Record Date. Principal of the 2023 Bonds shall be payable upon presentation and surrender of such 2023 Bonds by the Registered Owners at the principal office of the 2023 Bond Registrar

Section 210. Redemption and Purchase.

(a) *Redemption.* The 2023 Bonds will be subject to optional and/or mandatory redemption prior to maturity pursuant to the Delegation Certificate.

(b) *Purchase of Bonds.* The City reserves the right to use at any time any Revenue of the System available after providing for payments required by Section 6(b) of the Master Ordinance, or other available funds, to purchase any of the 2023 Bonds offered to the City at any price deemed reasonable by the Designated Representative.

(c) *Selection of Bonds for Redemption.* As long as the 2023 Bonds are held in book-entry only form, the selection of 2023 Bonds to be redeemed shall be made in accordance with the operational arrangements in effect at DTC. If the 2023 Bonds are not held in uncertificated form, the selection of such 2023 Bonds to be redeemed shall be made as provided in this subsection (c). If the City redeems at any one time fewer than all of the 2023 Bonds having the same maturity date, the particular 2023 Bonds or portions of 2023 Bonds of such maturity to be redeemed shall be selected by lot (or in such other manner determined by the Bond Registrar) in increments of \$5,000. In the case of a 2023 Bond of a denomination greater than \$5,000, the City and the Bond Registrar shall treat each 2023 Bond as representing such number of separate 2023 Bonds each of the denomination of \$5,000 as is obtained by dividing the actual principal amount of such 2023 Bond by \$5,000. If 2023 Bonds are called for optional redemption, portions of the principal amount of such 2023 Bonds, in installments of \$5,000 or any integral multiple of \$5,000, may be redeemed. If less than all of the principal amount of any 2023 Bond is redeemed, upon surrender of such 2023 Bond at the principal office of the Bond Registrar,

there shall be issued to the Registered Owner, without charge therefor, for the then unredeemed balance of the principal amount thereof, a new 2023 Bond or 2023 Bonds, at the option of the Registered Owner, of like maturity and interest rate in any denomination authorized by this Ordinance.

(d) *Notice of Redemption.*

(i) *Official Notice.* Unless waived by any owner of the 2023 Bonds to be redeemed, official notice of any such redemption (which notice may be conditional) shall be given by the Bond Registrar on behalf of the City by mailing a copy of an official redemption notice by first class mail at least 30 days and not more than 60 days prior to the date fixed for redemption to the Registered Owner of the 2023 Bond or 2023 Bonds to be redeemed at the address shown on the Bond Register or at such other address as is furnished in writing by such Registered Owner to the Bond Registrar. All official notices of redemption shall be dated and shall state:

- (1) the redemption date;
- (2) the redemption price;
- (3) if fewer than all Outstanding 2023 Bonds issued hereunder are to be redeemed, the identification by maturity (and, in the case of partial redemption, the respective principal amounts) of the Bonds to be redeemed;
- (4) that on the redemption date the redemption price will become due and payable upon each such 2023 Bond or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date; and
- (5) the place where such 2023 Bonds are to be surrendered for payment of the redemption price, which place of payment shall be the principal office of the Bond Registrar.

On or prior to any redemption date, the City shall deposit with the Bond Registrar an amount of money sufficient to pay the redemption price of all the 2023 Bonds or portions of 2023 Bonds which are to be redeemed on that date, unless the redemption notice specified a conditional redemption and the condition was not fulfilled.

(e) *Conditional Notice.* Any notice of optional redemption given for the 2023 Bonds pursuant to this Section 210 may state that the optional redemption is conditional upon receipt by the Bond Registrar of amounts sufficient to pay the redemption price of such 2023 Bonds or upon the satisfaction of any other condition, and/or that such notice may be rescinded upon the occurrence of any other event, and any conditional notice so

given may be rescinded at any time before payment of such redemption price if any such condition so specified is not satisfied or if any such other event occurs. Notice of such rescission or of the failure of any such condition shall be given by the Bond Registrar to affected owners of the 2023 Bonds as promptly as practicable.

(f) *Effect of Notice.* Official notice of redemption having been given as aforesaid, the 2023 Bonds or portions of 2023 Bonds so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the City shall default in the payment of the redemption price) such 2023 Bonds or portions of 2023 Bonds shall cease to bear interest. Upon surrender of such 2023 Bonds for redemption in accordance with said notice, such 2023 Bonds shall be paid by the Bond Registrar at the redemption price. Installments of interest due on or prior to the redemption date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any 2023 Bond, there shall be prepared for the Registered Owner a new 2023 Bond or 2023 Bonds of the same maturity in the amount of the unpaid principal. All 2023 Bonds which have been redeemed shall be canceled and destroyed by the Bond Registrar and shall not be reissued. The City will not provide notices of redemption to Beneficial Owners of any 2023 Bond, and notice to DTC in accordance with this Section shall constitute sufficient notice.

(g) *Additional Notice.* In addition to the foregoing notice, further notice shall be given by the Bond Registrar as set out below, but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as above prescribed. Each further notice of redemption given hereunder shall contain the information required above for an official notice of redemption plus (A) the CUSIP numbers of all 2023 Bonds being redeemed; (B) the date of issue of the 2023 Bonds as originally issued; (C) the rate of interest borne by each 2023 Bond being redeemed; (D) the maturity date of each 2023 Bond being redeemed; and (E) any other descriptive information needed to identify accurately the 2023 Bonds being redeemed. Each further notice of redemption shall be sent at least thirty (30) days before the redemption date by registered or certified mail, overnight delivery service or electronic means to the Electronic Municipal Market Access System (“EMMA”) of the Municipal Securities Rule Making Board as provided for by the Securities and Exchange Commission and located at www.emma.mrsb.org.

(h) *CUSIP Numbers.* Upon the payment of the redemption price of 2023 Bonds being redeemed, each check or other transfer of funds issued for such purpose shall bear the CUSIP number, if applicable, identifying, by issue and maturity, the 2023 Bonds being redeemed with the proceeds of such check or other transfer.

(i) *Amendment of Notice Provisions.* The foregoing notice provisions of this Section 210, including but not limited to the information to be included in redemption notices and the persons designated to receive notices, may be amended by additions,

deletions and changes in order to maintain compliance with duly promulgated regulations and recommendations regarding notices of redemption of municipal securities.

ARTICLE III

Section 301. Creation of Accounts and/or Subaccounts under Funds.

(a) The following accounts and/or subaccounts under certain funds previously existing or created under the Bond Ordinance are hereby created and/or ratified on the accounting records of the City:

(i) 2023 Debt Service Account, a subaccount under the Bond Fund created under the Master Ordinance, to be held by the City for payment of principal and interest of the 2023 Bonds;

(ii) 2023 Project Account, a subaccount of the Project Fund under the Master Ordinance, to be held by the City for payment of the Cost of Acquisition of the 2023 Project;

(iii) Reserve Account, an existing subaccount under the Debt Service Reserve Account established under the Bond Fund created under the Master Ordinance and funded in accordance with the 2014 Supplemental Ordinance and Loan Agreement, held by the City and ratified hereby;

(iv) Rate Stabilization Account, an existing fund held by the City, established under the Loan Agreement, and ratified hereby; and

(v) 2023 Costs of Issuance Account, a subaccount of the Project Fund under the Master Ordinance, to be held by the 2023 Bond Registrar for payment of certain costs of issuance of the 2023 Bonds as provided hereinafter.

(b) There shall be deposited into the 2023 Debt Service Account the (i) Pledged Revenues and (ii) such other funds as the City shall designate as irrevocably available to pay principal and interest on the 2023 Bonds. The City shall make disbursements from the 2023 Debt Service Account in accordance with Section 401 below.

(c) There shall be deposited into the 2023 Project Account the 2023 Bonds proceeds referred to in Section 302(c) below to pay the Cost of Acquisition of the 2023 Project and certain costs of issuance of the 2023 Bonds, if funded.

(d) There shall be deposited into the Reserve Account the monies referred to in Section 302(b) below, in an aggregate amount to satisfy the Reserve Account Requirement, as further described in and defined as the "Reserve Requirement" in the Loan Agreement. For so long as the 2012 Bond, and the 2014 Bond remain outstanding,

the City covenants to comply with the Reserve Account Requirement of the Loan Agreement.

(e) There shall be deposited into the 2023 Costs of Issuance Account the 2023 Bonds proceeds referred to in Section 302(c) below to pay the certain costs of issuance of the 2023 Bonds.

This 2023 Supplemental Ordinance is funding the existing Reserve Account to meet the Reserve Account Requirement solely for purposes of complying with the 2014 Supplemental Ordinance and Loan Agreement. Pursuant to the Master Ordinance, the Reserve Account Requirement is to be determined upon issuance of Additional Bonds under and as required by Supplemental Ordinance. For purposes of clarity, this 2023 Supplemental Ordinance is not requiring a Reserve Account Requirement, such that when the Loan Agreement terminates, the funds on deposit in the Reserve Account shall be released to the City and there shall no longer be a Reserve Account Requirement, unless otherwise required by another Supplemental Ordinance authorizing Additional Bonds under the Bond Ordinance.

(f) There shall be deposited into and disbursed from the Rebate Account created under the Master Ordinance the sums required under the Code.

Section 302. Delivery of 2023 Bonds; Application of Proceeds. The Treasurer of the City or other authorized official of the City is hereby instructed to make delivery of the 2023 Bonds to the Underwriter and to receive payment therefor in accordance with the terms of the Bond Purchase Agreement as approved by the Delegated Officer, and to set the proceeds of the sale of the 2023 Bonds aside for deposit and use as follows:

(a) Accrued interest, if any, on the 2023 Bonds from its dated date to the date of delivery of the 2023 Bonds shall be deposited into the 2023 Debt Service Account of the Bond Fund;

(b) Bond proceeds, or other available moneys of the City, in the amount of the Reserve Requirement shall be deposited into the Reserve Account held by the City;

(c) Bond Proceeds in the amount directed pursuant to a Written Certificate and Request of the City shall be deposited into the 2023 Project Account held by the City to be used to finance the Cost of Acquisition of the 2023 Project.

(d) Bond Proceeds in the amount directed pursuant to a Written Certificate and Request of the City shall be deposited into the 2023 Costs of Issuance Account held by the 2023 Bond Registrar to be used to pay certain costs of issuance of the 2023 Bonds.

ARTICLE IV

Section 401. Pledge of Revenues. The City covenants and agrees that to pay the principal of and interest on the 2023 Bonds, the City shall appropriate from the Revenue Fund such amounts sufficient, together with funds then on deposit in the 2023 Debt Service Account, to meet the debt service requirements on the 2023 Bonds.

The Pledged Revenues of the City are hereby pledged for the prompt payment of principal of and interest on the 2023 Bonds as the same become due on parity with outstanding Parity Bonds.

Section 402. Tax Certificate. Upon issuance of the 2023 Bonds, a Tax Certificate, in form acceptable to the City's bond counsel, with such insertions and changes therein as shall be approved by the Mayor, the City Administrator or Treasurer of the City or such other appropriate officials of the City, is hereby authorized and approved. Such approval of said official of the City shall be conclusively established by their execution of the Tax Certificate in its final form.

Section 403. Designation as "Qualified Tax-Exempt Obligations". The City hereby designates the 2023 Bonds as "Qualified Tax-Exempt Obligations" for the purpose and within the meaning of Section 265(b)(3) of the Code. The City hereby certifies that the 2023 Bonds are the only bond or similar obligations of the City for which a designation as "Qualified Tax-Exempt Obligations" has been made in the current year.

ARTICLE V

Section 501. Effect of Supplemental Ordinance. To the extent that this 2023 Supplemental Ordinance amends or supplements the Master Ordinance, the Master Ordinance shall be treated as so amended or supplemented

Section 502. Ratification. All proceedings, resolutions, ordinances, and actions of the Council, the City, and their officers, agents and employees taken in connection with the authorization, sale and issuance of the 2023 Bonds are hereby in all respects ratified, confirmed and approved.

Section 503. Severability. It is hereby declared that all parts of this 2023 Supplemental Ordinance are severable, and if any section, paragraph, clause or provision of this 2023 Supplemental Ordinance shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of any such section, paragraph, clause or provision shall not affect the remaining sections, paragraphs, clauses or provisions of this 2023 Supplemental Ordinance.

Section 504. Conflict. All resolutions, orders and regulations or parts thereof heretofore adopted or passed which are in conflict with any of the provisions of this 2023 Supplemental Ordinance are, to the extent of such conflict, hereby repealed.

Section 505. Captions. The table of contents and captions or headings herein are for convenience of reference only and in no way define, limit or describe the scope or intent of any provisions or sections of this 2023 Supplemental Ordinance.

Section 506. Savings Clause. Except as amended and/or supplemented by this 2023 Supplemental Ordinance, the Master Ordinance shall remain in full force and effect.

Section 507. Effective Date. This 2023 Supplemental Ordinance shall take effect from and after its passage and publication of the summary substantially in the form attached hereto as Exhibit F, in the manner as required by law.

[Remainder of page intentionally left blank.]

ADOPTED by the Council of the City of Hailey, Blaine County, Idaho, at a regular meeting thereof held this 23rd day of October, 2023.

CITY OF HAILEY, BLAINE COUNTY,
IDAHO

Mayor

ATTEST:

City Clerk

EXHIBIT A

FORM OF BONDS

(see attached)

[FORM OF BOND]

UNITED STATES OF AMERICA

Registered

Registered

R-1

\$ _____

CITY OF HAILEY, BLAINE COUNTY, STATE OF IDAHO

SEWER REVENUE BOND, SERIES 2023

DATED	MATURITY	INTEREST	CUSIP
DATE:	DATE:	RATE:	
___/___/2023	___/___/20__	___%	

Registered Owner: CEDE & CO.

Principal Amount: _____

KNOW ALL MEN BY THESE PRESENTS that City of Hailey, Blaine County, State of Idaho (the "City"), acknowledges itself indebted and for value received hereby promises to pay to the registered owner identified above, acknowledges itself indebted and for value received hereby promises to pay to the registered owner identified above, or registered assigns, on the maturity date identified above, upon presentation and surrender hereof, the principal amount identified above (the "Principal Amount"), and to pay the registered owner hereof interest on the balance of said Principal Amount from time to time remaining unpaid from the interest payment date next preceding the date of registration and authentication of this Bond, unless this Bond is registered and authenticated as of an interest payment date, in which event, this Bond shall bear interest from such interest payment date, or unless this Bond is registered and authenticated prior to the first interest payment date, in which event, this Bond shall bear interest from the dated date identified above (the "Dated Date"), or unless, as shown by the records of the hereinafter referred to Bond Registrar, interest on the hereinafter referred to Bonds shall be in default, in which event, this Bond shall bear interest from the date to which interest has been paid in full at the interest rate per annum (calculated on the basis of a year of 360 days and twelve 30-day months) identified above (the "Interest Rate"), payable on _____, and thereafter in each year on the 15th day of _____ and _____ until payment in full of said Principal Amount, except as the provisions set forth in the hereinafter mentioned Bond Ordinance with respect to redemption prior to maturity may become applicable hereto. To the extent permitted by law, this Bond shall bear interest on overdue principal at the Interest Rate.

Principal of and premium, if any, on this Bond shall be payable at Zions Bancorporation, National Association, Corporate Trust Department, Salt Lake City, Utah, the Paying Agent of the District, in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts; and payment of the semiannual interest hereon shall be made to the registered owner hereof and shall be paid by check or draft mailed to the person who is the registered owner of record on the fifteenth day preceding each interest payment date, and if not a business day of the Paying Agent, the next preceding day that is a business day for the Paying Agent, at the address of such registered owner as it appears on the registration books kept by the hereinafter defined Bond Registrar or at such other address as is furnished in writing by such registered owner to the Bond Registrar, as provided in the hereinafter defined Bond Ordinance.

This Bond shall not be valid until the Certificate of Authentication hereon shall have been manually signed by the Bond Registrar.

This Bond is one of the Wastewater Revenue Bonds, Series 2023, of the City (the "Bonds") limited to the aggregate principal amount of \$ _____, dated as of the Dated Date and issued in conformity with and after full compliance with the Act, and under and pursuant to a Supplemental Ordinance No 1335 (the "Bond Ordinance"), after having been authorized pursuant to a special municipal revenue bond election duly called by the City and held on May 16, 2023, for the purpose financing the design, acquisition and construction of certain improvements to the City's wastewater treatment system and facilities (the "System"), the System constituting and being operated as a revenue-producing public utility, and to pay expenses properly incident thereto including costs of reserve funding and issuance of such bonds. Zions Bancorporation, National Association, Corporate Trust Department, Salt Lake City, Utah, is the initial bond registrar and paying agent of the District with respect to the Bonds. Said bond registrar and paying agent, together with any successor bond registrar or paying agent, respectively, is referred to herein as the "Bond Registrar" and the "Paying Agent."

The Bonds are initially issued in the form of a separate single certificated fully registered Bond for each maturity, and registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC").

Unless this Bond is presented by an authorized representative of DTC to the District or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

The Bonds maturing on or before _____, are not subject to call and redemption prior to maturity.

The Bonds maturing on _____, and on any date thereafter prior to maturity, in whole or in part, in accordance with the optional arrangements then in effect with DTC, at the

price of 100% of the principal amount of the Bonds to be redeemed plus accrued interest, if any, to the date of redemption.

This Bond is issued under and by virtue of the charter of the City, the Revenue Bond Act, Idaho Code Sections 50-1027 through 50-1042, inclusive, the Municipal Bond Law of the State of Idaho, being Idaho Code, Title 57, chapters 2 and 9, and all acts of the Legislature of the State of Idaho amendatory thereof and supplementary thereto (collectively, the “Act”), and under and pursuant to Sewer Bond Ordinance No. 1165 of the City adopted November 3, 2014, as supplemented by Supplemental Ordinance No. 1166 of the City adopted November 3, 2014 (collectively, the “Bond Ordinance”) for the purpose of providing funds to finance certain improvements to the City’s wastewater or sewer system and further evidences the City’s payment obligations under the Loan Agreement.

This Bond is transferable, as provided in the Bond Ordinance, only upon the books of the City kept for that purpose at the principal office of the City, by the registered owner hereof in person or by his attorney duly authorized in writing, upon surrender hereof together with a written instrument of transfer satisfactory to the City, duly executed by the registered owner or such duly authorized attorney, and, thereupon, the City shall issue in the name of the transferee a new registered Bond of authorized denominations of the same aggregate principal amount, series, designation, maturity and interest rate as the surrendered Bond, all as provided in the Bond Ordinance, upon the payment of the charges therein prescribed, if any. The City may treat and consider the person in whose name this Bond is registered on the registration books kept by the City as the holder and absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever.

Except as otherwise provided herein and unless the context clearly indicates otherwise, words and phrases used herein shall have the same meanings as such words and phrases in the Bond Ordinance.

This Series 2023 Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Bond Indenture until the certificate of authentication hereon shall have been duly executed by the Bond Trustee.

* * * * *

IN WITNESS WHEREOF, the City of Hailey, Blaine County, State of Idaho, by its duly constituted, legally qualified and acting members of the Council, has caused this Bond to be signed by the Mayor and Treasurer of the City and attested by the City Clerk, as of the Dated Date identified above.

Mayor

Treasurer

Attest:

City Clerk

* * * * *

* * * * *

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds described in the within-mentioned Bond Indenture of Trust

. Authentication Date: _____, 2023

ZIONS BANCORPORATION,
NATIONAL ASSOCIATION, as Bond
Trustee

By: _____
Vice President, Zions Bank Division

(END OF CERTIFICATE OF AUTHENTICATION)

* * * * *

* * * * *

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto _____ the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____, to transfer the within Bond on the records kept for the registration therefor with full power of substitution in the premises.

DATED: _____

Registered Owner

NOTE: The signature on this Assignment must correspond with the name of the registered owner as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

SIGNATURE GUARANTEED:

NOTICE: Signature(s) must be guaranteed by an “eligible guarantor institution” that is a member of or a participant in a “signature guarantee program” (e.g., the Securities Transfer Agents Medallion Program, the Stock Exchange Medallion Program or the New York Stock Exchange, Inc. Medallion Signature Program).

* * * * *

* * * * *

CERTIFICATE OF CITY TREASURER

STATE OF IDAHO)
)
COUNTY OF BLAINE)

I, the undersigned, the duly constituted, legally qualified and acting Treasurer of the City of Hailey, Blaine County, Idaho, hereby certify that the within Bond has been registered and recorded in my office pursuant to the provisions of Chapter 2, Title 57, Idaho Code, and all acts amendatory thereof and supplementary thereto.

WITNESS my hand this ___ day of ____, 2023.

Treasurer

EXHIBIT B

NOTICE OF PRIVATE NEGOTIATED BOND SALE

NOTICE OF NEGOTIATED PRIVATE BOND SALE

Pursuant to Section 57-215(2), Idaho Code, public notice is hereby given by the City of Hailey, Blaine County, Idaho (the “City”), of negotiation for and private sale to D.A. Davidson & Co. (the “Underwriter”) of its Wastewater Revenue Bonds, Series 2023 (Bank Qualified), in the principal amount not to exceed \$[6,000,000] (the “Bonds”) pursuant to a Bond Purchase Agreement between the City and the Underwriter (“Bond Purchase Agreement”) to be executed on the date of sale of the Bonds and setting forth the final terms and provisions of the Bonds. The Bonds shall be authorized to be issued by the City’s Council pursuant to a Supplemental Ordinance (the “2023 Supplemental Ordinance”) to be adopted October 23, 2023, supplementing the Master Bond Ordinance (the “Master Ordinance,”) and Supplemental Ordinance No. 1166 (the “2014 Supplemental Ordinance,”) together with the Master Ordinance and the 2023 Supplemental Ordinance, collectively, the “Bond Ordinance”). The sale of the Bonds, upon satisfying certain requirements contained in the Supplemental Ordinance pursuant to Idaho Code Section 57-235, is expected to occur on or around November 21, 2023. Additional information concerning the terms and provisions of the Bond, the Bond Ordinance, the Bond Purchase Agreement, the security for payment of the Bond, and other pertinent information relating to the Bond is available for public inspection at the offices of the City at 115 Main Street South, Suite H, Hailey, Idaho, Telephone: 208.788.4221.

Dated: _____, 2023.

CITY OF HAILEY, BLAINE COUNTY, IDAHO

By: /s/ Lisa Horowitz, City Administrator

EXHIBIT C

FORM OF BOND PURCHASE AGREEMENT

(see attached)



November __, 2023

City of Hailey
115 Main Street South
Hailey, ID 83333

\$_____,000
CITY OF HAILEY
BLAINE COUNTY, IDAHO
WASTEWATER REVENUE BONDS, SERIES 2023 (BANK QUALIFIED)

BOND PURCHASE AGREEMENT

On _____, 2023 the City Council (the “Council”) of the City of Hailey, Blaine County, Idaho, (the “City”) adopted Supplemental Ordinance No. _____ (the “Bond Ordinance”) authorizing the issuance, sale and delivery of the City’s Wastewater Revenue Bonds, Series 2023 (Bank Qualified) (the “Bonds”). The Bond Ordinance also authorizes the City’s execution and delivery of a certificate identifying bond terms dated the date of closing (the “Delegation Certificate”) and this Purchase Agreement (the “Agreement”). Pursuant to such authority, D.A. Davidson & Co. (the “Underwriter”) hereby offers to enter into this Agreement with the City. This offer is made subject to the City’s written acceptance and execution of this Agreement by 11:59 PM (MT), on _____, 2023 and, if not so accepted, is subject to withdrawal by the Underwriter at any time prior to acceptance by notice delivered to the City. Time shall be of the essence for this Agreement.

Upon your acceptance, this Agreement shall be in full force and effect in accordance with its terms and shall be binding upon the City and the Underwriter.

1) Purchase of the Bonds; Terms and Public Offering

Purchase Price. Upon the terms and conditions and in reliance upon the representations set forth herein, the Underwriter hereby agrees to purchase from the City and the City hereby agrees to sell to the Underwriter, all (but not less than all) of the Bonds in the aggregate principal amount of \$_____ at an aggregate purchase price of \$_____ (representing the par amount of the Bonds less the Underwriter’s Discount of \$_____ plus the Original Issue Premium of \$_____).

Terms and Public Offering. The Bonds shall be issued and secured under and pursuant to the Bond Ordinance and subject to the terms and conditions set forth in this Bond Purchase Agreement and as confirmed by the Delegation Certificate executed and delivered by the City on the date hereof, and shall mature, bear interest, be subject to redemption, and have such other terms as set forth in Exhibit A hereto. The Underwriter agrees to make a public offering of the Bonds at the initial offering prices or yields set forth in the Official Statement referred to in Section 3(b) herein.

Closing. On _____, 2023 or on such other date as the Underwriter and the City may mutually agree (the “Closing Date” or “Date of Delivery”), the Underwriter will accept delivery of the Bonds

and pay the purchase price thereof as set forth in Section 1 herein by wire transfer of immediately available funds (the “Closing”). The Bonds shall be delivered through The Depository Trust Company, New York, New York (“DTC”) in definitive form, bearing CUSIP numbers and issued under a book-entry system.

2) Establishment of Issue Price

- a) The Underwriter agrees to assist the City in establishing the issue price of the Bonds and shall execute and deliver to the City at Closing an “issue price” or similar certificate, together with the supporting pricing wires or equivalent communications, in a form substantially like that set forth in Exhibit B, attached hereto, and acceptable to the Underwriter, Bond Counsel and the City, and which, in the reasonable judgment of the Underwriter, the City and Bond Counsel, accurately reflects, as applicable, the sales price or prices or the initial offering price or prices to the public of the Bonds.
- b) Except as otherwise set forth below and in Exhibit A attached hereto, the City will treat the first price at which 10% of each maturity of the Bonds (the “10% test”) is sold to the public as the issue price of that maturity (if different interest rates apply within a maturity, each separate CUSIP number within that maturity will be subject to the 10% test). At or promptly after the execution of this Agreement, the Underwriter shall report to the City the price or prices at which it has sold to the public each maturity of Bonds. If at that time the 10% test has not been satisfied as to any maturity of the Bonds, the Underwriter agrees to promptly report to the City the prices at which it sells the unsold Bonds of that maturity to the public. Unless the hold-the-offering-price rule (described below) applies, that reporting obligation shall continue, whether or not the Closing has occurred, until the 10% test has been satisfied as to the Bonds of that maturity or until all Bonds of that maturity have been sold to the public.
- c) The Underwriter confirms that it has offered the Bonds to the public on or before the date of this Agreement at the offering price or prices (the “initial offering price”), or at the corresponding yield or yields, set forth in Exhibit A attached hereto, except as otherwise set forth therein. Exhibit A also sets forth, as of the date of this Agreement, the maturities, if any, of the Bonds for which the 10% test has not been satisfied and for which the City and the Underwriter agree that the restrictions set forth in the next sentence shall apply, which will allow the City to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the “hold-the-offering-price rule”). So long as the hold-the-offering-price rule remains applicable to any maturity of the Bonds, the Underwriter will neither offer nor sell unsold Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following: (1) the close of the fifth (5th) business day after the sale date; or (2) the date on which the Underwriter has sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public. The Underwriter shall promptly advise the City when it has sold 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public, if that occurs prior to the close of the fifth (5th) business day after the sale date. The Underwriter has not entered into any selling group agreement or retail distribution agreement with any other entity relating to the initial sale of the Bonds to the public.

d) The Underwriter acknowledges that sales of any Bonds to any person that is a related party to the Underwriter shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

(i)“public” means any person other than an underwriter or a related party,

(ii)“underwriter” means (A) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the public),

(iii) a purchaser of any of the Bonds is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(iv)“sale date” means the date of execution of this Agreement by all parties.

3) **Representations and Agreements**

The City makes the following representations and agreements:

a) General

- i) The City is organized and existing under the laws of the State of Idaho and is authorized to issue the Bonds, to enter into this Agreement, to execute the Delegation Certificate and the Continuing Disclosure Undertaking (defined herein) and all other agreements contemplated hereby and to adopt the Bond Ordinance.
- ii) The City has complied to date with all applicable provisions of the laws of the State of Idaho in connection with the execution and issuance of the Bonds.
- iii) The Bond Ordinance has been duly adopted by the City and the Delegation Certificate and this Agreement have been duly and validly authorized and executed by the City.
- iv) As of the Closing Date, the City will have authorized all necessary action to be taken by it for (A) the issuance and sale of the Bonds upon the terms set forth herein, in the Official Statement, the Delegation Certificate and the Bond Ordinance; (B) the execution, delivery, receipt and due performance of this Agreement, the Delegation Certificate, the Bonds, the Continuing Disclosure Undertaking and all other agreements contemplated hereby or required in order to carry out, give effect to and consummate the transactions described in this Agreement; and (C)

- carrying out, giving effect to and consummation of the transactions described in this Agreement.
- v) The Bonds when issued, delivered and paid for as provided for herein and in the Bond Ordinance and the Delegation Certificate will have been duly and validly authorized and issued and will constitute obligations of the City, secured as provided in the Bond Ordinance and the Delegation Certificate and as described in the Official Statement referred to in Section 3(b) below.
 - vi) There are no legal or governmental proceedings pending or, to the knowledge of the City, threatened, (A) affecting the corporate existence of the City or the titles of its officers to their respective offices, (B) seeking to prohibit, restrain, or enjoin the adoption or effectiveness of the Bond Ordinance, the sale, issuance, or delivery of the Bonds or the transactions described in the Preliminary Official Statement dated _____, 2023, relating to the Bonds (the “Preliminary Official Statement”), or (C) wherein an unfavorable decision, ruling or finding could have a material adverse effect on the financial position or operating condition of the City or challenge the security of the Bonds.
 - vii) The financial statements of the City included in the Preliminary Official Statement fairly represent the City’s financial position and result of operations of as of the dates and for the years set forth therein; and except as disclosed in the Preliminary Official Statement, there has been no material adverse change in the financial condition or operations of the City, and the City has not issued or incurred any material obligations or liabilities other than in the normal course of its business, since the date of such financial statements that are not otherwise disclosed in the Preliminary Official Statement.

b) Preliminary and Final Official Statements

- i) The City has “deemed final” as of its date the Preliminary Official Statement for purposes of paragraph (b)(1) of Rule 15c2-12 (“Rule 15c2-12”) of the Securities and Exchange Commission (the “SEC”), except for the omission of only such material as is permitted by such paragraph. As of its date and as of the date hereof, the Preliminary Official Statement does not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made, in light of the circumstances under which they were made, not misleading (except for such information that may be omitted from a preliminary official statement pursuant to Rule 15c2-12). The City makes no representation or agreement with respect to information within the Preliminary Official Statement or Official Statement referred to in Section 3(b)(ii) below relating to DTC, the book entry system, the ratings, the municipal advisor, or the Underwriter.
- ii) By the Bond Ordinance, the City has authorized the distribution by the Underwriter of the Preliminary Official Statement and the Official Statement (as defined below), when available, in offering the Bonds for sale to prospective purchasers of the Bonds. The City shall cooperate with the Underwriter to allow for the preparation of a final Official Statement for the Bonds executed by an authorized officer of the City (the “Official Statement”) as promptly as practicable after the execution of this Agreement (but not later than the earlier of (i) seven business days from the date hereof and (ii) two business days before the Closing Date). The Official Statement shall be dated the date hereof and shall be in substantially the same form as the Preliminary Official Statement with only such changes as approved by the Underwriter and the City. To enable the Underwriter to comply with Rule 15c2-12 and the rules of the Municipal

Securities Rulemaking Board (the “MSRB”), the City agrees to cooperate with the Underwriter to allow it to deliver (i) a reasonable number of printed, conformed copies of the Official Statement as the Underwriter may reasonably request and (ii) an electronic copy of the Official Statement in a word-searchable Portable Document Format (“PDF”).

- iii) As of its date and as of the Closing Date, the Official Statement will not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading; however, the City makes no representation or agreement with respect to information within the Official Statement relating to DTC, the book entry system, the rating, the municipal advisor, or the Underwriter. The City agrees to notify the Underwriter if, between the date of this Agreement and the “end of the underwriting period” under Rule 15c2-12 (a period concluding the final date the Underwriter is charged with furnishing copies of the Official Statement to potential customers under Rule 15c2-12, but no later than 25 days after the Closing Date), it becomes aware of information or an event that might cause the Official Statement to be inaccurate or incomplete in any material respect. At the request of the Underwriter, the City will cooperate with the Underwriter to, at its own expense, supplement the Official Statement to the extent necessary to make it accurate and complete in all material respects and in a form approved by the Underwriter. The City can assume the “end of the underwriting period” means the Closing Date unless it receives written notice from the Underwriter indicating otherwise.

c) Continuing Disclosure

- i) The City agrees that it will on or prior to the Closing Date execute and deliver a continuing disclosure undertaking with respect to the Bonds meeting the requirements of Rule 15c2-12 in substantially the form attached as Appendix E to the Official Statement (the “Continuing Disclosure Undertaking”).
- ii) Except as described in the Official Statement, the City has not failed to comply in all material respects with a continuing disclosure undertaking previously entered into by it pursuant to Rule 15c2-12 within the past five years.

4) Closing

At ___ A.M., Mountain Time, on the Closing Date, the City will deliver or cause to be delivered to the Underwriter, at the location designated by Bond Counsel, or at such other place as the Underwriter and the City may mutually agree upon, the Bonds, through the facilities of The Depository Trust Company, New York, New York (“DTC”), duly executed and authenticated, and the other documents specified in Section 5. At the closing of the Bonds (the “Closing”), (a) upon satisfaction of the conditions herein specified, the Underwriter shall accept the delivery of the Bonds, and pay the purchase price therefor in federal funds payable to the order of the City and (b) the City shall deliver or cause to be delivered the Bonds to the Underwriter through the facilities of DTC in definitive or temporary form, duly executed by the City and in the authorized denominations as specified by the Underwriter at the Closing and the City shall deliver the other documents hereinafter mentioned. The Bonds shall be made available to the Underwriter at least one (1) business day before the Closing Date for purposes of inspection.

5) Closing Conditions

The Underwriter enters into this Agreement in reliance upon the representations and agreements of the City contained herein and in the Bond Ordinance and other documents and instruments to be delivered at the Closing and upon the performance by the City of its obligations hereunder both on and as of the date hereof and as of the Closing Date. Accordingly, the Underwriter's obligation under this Agreement to accept delivery of and to pay for the Bonds shall be conditioned upon the performance by the City of its obligations to be performed hereunder and under such documents and instruments at or prior to the Closing, and shall also be subject to the following additional conditions:

- a) the representations and agreements of the City contained herein shall be true and correct on the date hereof and on the Closing Date;
- b) on the Closing Date, the Bond Ordinance shall be in full force and effect and the Official Statement shall not have been supplemented or amended, except in each case as may have been agreed to by the Underwriter;
- c) between the date hereof and the Closing Date, there shall have been no material adverse change in the financial position, Pledged Revenues (as defined in the Bond Ordinance), results of operations or condition, financial or otherwise, of the City;
- d) at or prior to the Closing, the Underwriter shall receive, in addition to the documents described in Section 3 of this Agreement, the following documents:
 - i) an executed copy of the Bond Ordinance;
 - ii) the opinion of Hawley Troxel Ennis & Hawley LLP, as Bond Counsel, dated the Closing Date, substantially in the form of Appendix B to the Official Statement, together with a reliance letter of Bond Counsel, dated the Closing Date and addressed to the Underwriter;
 - iii) a copy of the City's executed Blanket Letter of Representation to The Depository Trust Company;
 - iv) a supplemental opinion of Hawley Troxel Ennis & Hawley LLP, as Bond Counsel, dated the Closing Date, addressed to the Underwriter, in a form acceptable to the Underwriter, to the effect that:
 1. This Agreement has been duly executed and delivered by the City and is a legal, valid and binding obligation of the City enforceable in accordance with its terms, subject to laws relating to bankruptcy, insolvency, reorganization or creditors' rights generally, to the application of equitable principles, the exercise of judicial discretion and the limitations on legal remedies against public entities in the State of Idaho;
 2. The statements contained in the Preliminary Official Statement and the Official Statement on the cover page and in the sections entitled "Description of the Series 2023 Bonds," (other than the information concerning DTC and the book-

- entry system), “Security for the Series 2023 Bonds,” “Appendix A – Bond Ordinance” and “Appendix B – Bond Counsel Opinion” are accurate in all material respects; and
3. The Bonds are not subject to the registration requirements of the Securities Act of 1933, as amended (the “1933 Act”) and the Authorizing Resolution is exempt from qualification pursuant to the Trust Indenture Act of 1939, as amended (the “Trust Indenture Act”); and
 4. Based upon the information made available to them in the course of their participation in the preparation of the Preliminary Official Statement and the Official Statement and without passing on and without assuming any responsibility for the accuracy, completeness and fairness of the statements in the Preliminary Official Statement and the Official Statement, and having made no independent investigation or verification thereof, nothing has come to their attention which would lead them to believe that the Preliminary Official Statement, as of its date and as of the date hereof, did not and does not, and the Official Statement as of its date and all times subsequent thereto during the period up to and including the Closing Date, does not and will not, contain an untrue statement of a material fact or omits to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading in any material respect;
 5. [The City has been duly organized and is validly existing under the Constitution and laws of the State of Idaho, and has all requisite power and authority thereunder: (a) to adopt the Bond Ordinance, and to enter into, execute, deliver and perform its covenants and agreements under the this Agreement, the Bond Ordinance, the Delegation Certificate, the Bonds, and the Continuing Disclosure Undertaking (collectively, the “Legal Documents”); (b) to approve and authorize the use, execution and distribution of the Preliminary Official Statement and the Official Statement; (c) to issue, sell, execute and deliver the Bonds; (d) to pledge the Pledged Revenues as contemplated by the Legal Documents; and (e) to carry on its activities as currently conducted;
 6. The City has taken all actions required to be taken by it before the Closing Date material to the transactions contemplated by the documents mentioned above, and the City has duly authorized the execution and delivery of, and the due performance of its obligations under the Legal Documents;
 7. The Bond Ordinance was duly adopted by the City Council at a meeting of the governing body of the City which was called and held pursuant to law and with all required notices and in accordance with all applicable open meetings laws and at which a quorum was present and acting at the time of the adoption of the Bond Ordinance;

8. The adoption of the Bond Ordinance, the execution and delivery by the City of the Legal Documents and the compliance with the provisions of the Legal Documents, do not and will not conflict with or violate in any material respect any Idaho constitutional, statutory or regulatory provision, or, to the best of such counsel's knowledge, conflict with or constitute on the part of the City a material breach of or default under any agreement or instrument to which the City is a party or by which it is bound;
 9. The Legal Documents constitute legal, valid and binding obligations of the City and are enforceable according to the terms thereof, except as enforcement thereof may be limited by bankruptcy, insolvency or other laws affecting enforcement of creditors' rights generally, and by the application of equitable principles if equitable remedies are sought, by the exercise of judicial discretion and the limitations on legal remedies against public entities in the State;]
- v) A certificate of Piper Sandler & Co., as municipal advisor to the City, dated as of the Closing Date to the effect that based upon the information made available to them in the course of their participation in the preparation of the Preliminary Official Statement and the Official Statement and without passing on and without assuming any responsibility for the accuracy, completeness and fairness of the statements in the Preliminary Official Statement and the Official Statement, and having made no independent investigation or verification thereof, nothing has come to their attention which would lead them to believe that the Preliminary Official Statement, as of its date and as of the date hereof, did not and does not, and the Official Statement as of its date and all times subsequent thereto during the period up to and including the Closing Date, does not and will not, contain an untrue statement of a material fact or omits to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading in any material respect;
 - vi) evidence satisfactory to the Underwriter that S&P Global Ratings ("S&P") has assigned its underlying rating of "___" to the Bonds and that such rating has not been revoked or downgraded;
 - vii) such certificates and agreements of the City as are necessary to establish and maintain the tax-exempt status of interest on the Bonds;
 - viii) such additional legal opinions, certificates, proceedings, instruments and other documents as the Underwriter or Bond Counsel may reasonably request, including the Bond Ordinance, the Delegation Certificate and the Continuing Disclosure Undertaking.

In addition to the requirements above, the IRS Form 8038-G shall be filed with the IRS prior to the deadline, which is the 15th day of the month after the relevant calendar quarter.

If the conditions to the Underwriter's obligations contained in this Agreement are not satisfied (unless otherwise waived in writing by the Underwriter) or if the Underwriter's obligations shall be terminated

for any reason permitted herein, this Agreement shall terminate and neither the Underwriter nor the City shall have any further obligation hereunder except to reimburse the Underwriter for expenses related to the preparation, printing and mailing of the Preliminary Official Statement and Official Statement.

6) Termination

The Underwriter shall have the right to cancel its obligation to purchase the Bonds if between the date hereof and the Closing Date any one or more of the following events shall have occurred and such event, in the reasonable opinion of the Underwriter (a) would materially and adversely affect the marketability of the Bonds, or (b) would materially and adversely affect the Underwriter's ability to enforce contracts for the sale of the Bonds: (i) legislation shall have been enacted by the Congress of the United States or the Legislative Assembly of the State of Idaho or legislation shall have been reported out of committee of either body, or a decision shall have been rendered by a court of the United States or of the State of Idaho or the Tax Court of the United States, or a ruling shall have been made or a regulation or temporary regulation shall have been proposed or made or any other release or announcement shall have been made by the Treasury Department of the United States or the Internal Revenue Service, with respect to the general character of the Bonds, or (ii) there shall exist any event which, in the reasonable judgment of the Underwriter, either (1) makes untrue or incorrect in any material aspect as of such time any statement or information contained in the Official Statement or (2) is not reflected in the Official Statement but should be reflected therein in order to make the statements and information contained therein not misleading in any material respect, or (iii) there shall have occurred an outbreak or escalation of hostilities or any other national or international calamity or crisis,, or (iv) there shall be in force a general suspension of trading on the New York Stock Exchange or minimum or maximum prices for trading shall have been fixed and in force, or maximum ranges for prices for securities shall have been required and be in force on the New York Stock Exchange, whether by virtue of a determination by that Exchange or by order of the SEC or any other governmental authority having jurisdiction, or (v) a general banking moratorium shall have been declared by either Federal, State of Idaho or New York authorities having jurisdiction and be in force, (vi) there shall be established any new restriction on transactions in municipal securities materially affecting the free market for municipal securities (including the imposition of any limitation on interest rates) or extension of credit by, or charge to the net capital requirements of, the Underwriter established by the SEC, any other federal or state agency or the Congress of the United States, or by Executive Order, or (vii) a downgrade of the sovereign debt rating of the United States by any major credit rating agency or payment default on United States Treasury obligations, which in the reasonable opinion of the Underwriter materially adversely affects the marketability of the Bonds or the ability of the Underwriter to enforce contracts for the sale of the Bonds.

7) Payment of Expenses

Subject to the provisions of Section 1, all reasonable fees, expenses and costs incidental to the execution and performance of this Agreement and to the authorization, issuance and sale of the Bonds to the Underwriter, including, but not limited to: the fees and expenses of Bond Counsel; the fees of the Paying Agent/Registrar; the fees of the Municipal Advisor, the fees of the rating agency; and the cost of printing the Bonds, if any, (and full execution thereof) shall be paid by the City. All expenses to be paid by the City pursuant to this Agreement may be paid from Bond proceeds to the extent

permitted by applicable law. The obligation of the City under this Section 7 shall survive the payment of the Bonds.

8) Notices

Any notice or other communication to be given to the City under this Agreement may be given by delivering the same in writing at the address set forth above and any such notice or other communications to be given to the Underwriter may be given by delivering the same in writing to D.A. Davidson & Co., 1300 SW Fifth Avenue, Suite 1950, Portland, Oregon 97201-5603, Attention: Mr. Jonas Biery. The approval of the Underwriter when required hereunder or the determination of its satisfaction as to any document referred to herein shall be in writing signed by the Underwriter and delivered to the City.

9) Miscellaneous

This Agreement is made solely for the benefit of the City and the Underwriter (including successors or assigns of the Underwriter, but excluding any purchaser of Bonds from the Underwriter) and, to the extent expressed herein, controlling persons thereof, and no other persons, partnership, association or corporation shall acquire to have any right hereunder or by virtue hereof. All representations and agreements of the City contained in this Agreement shall remain operative and in full force and effect regardless of any investigation made by or on behalf of the Underwriter and shall survive the delivery of and payment for the Bonds. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Idaho.

The Underwriter agrees to file a copy of the Official Statement on the MSRB's Electronic Municipal Market Access ("EMMA") system.

The City will cause to be delivered to the Underwriter after Closing, a transcript of all proceedings, documents, certificates and opinions relating to the authorization and issuance of the Bonds.

The City acknowledges and agrees that: (i) it has previously received disclosures from the Underwriter regarding its role and interests in connection with its purchase of the Bonds from the City and its sale of the Bonds to investors pursuant to the MSRB's Rules G-17 and G-23; (ii) the Underwriter is acting solely as a principal and not as a financial advisor or agent of the City and has not assumed any advisory or fiduciary responsibility to the City with respect to the offering of the Bonds or the process leading thereto (whether or not the Underwriter, or any affiliate of the Underwriter, has advised or is currently advising the City on other matters); and (iii) the only contractual obligations the Underwriter has to the City with respect to the transactions contemplated hereby are set forth in this Agreement.

It is the City's understanding that a financial advisory relationship shall not be deemed to exist when, in the course of acting as an underwriter, a broker, dealer or municipal securities dealer, a person renders advice to an issuer, including advice with respect to the structure, timing, terms and other similar matters concerning a new issue of municipal securities.

10) Counterparts

This Agreement may be executed in any number of counterparts each of which shall be an original but all of which together will constitute one and the same instrument.

11) Governing Law

This Agreement shall be governed by the laws of the State of Idaho.

12) Certification of Compliance with Anti-Boycott Against Israel Act

The Underwriter hereby certifies, pursuant to Idaho Code, Section 67-2346, that the Underwriter, including any wholly owned subsidiaries, majority-owned subsidiaries, parent companies or affiliates of the Underwriter, is not currently engaged in, and will not for the duration of this Agreement, engage in, a boycott of goods or services from Israel or territories under its control except as otherwise permitted by applicable federal law.

13) Certification of Compliance with House Bill 294

The Underwriter hereby certifies, pursuant to Section 67-2359, Idaho Code, that it, including any wholly owned subsidiaries, majority-owned subsidiaries, parent companies or affiliates, is not currently owned or operated by the Government of China and will not for the duration of this Agreement be owned or operated by the Government of China.

~~13)~~14) Waiver of Jury Trial

THE CITY HEREBY IRREVOCABLY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

Very truly yours,

D.A. DAVIDSON & CO.

By: _____
Jonas Biery
Vice President, Public Finance Banker

Accepted and Agreed to:

CITY OF HAILEY
BLAINE COUNTY, IDAHO

By: _____
 [Name]
 [Title]

Time: _____, _____, 2023

**EXHIBIT A
PRICING SUMMARY**

**\$_____,000
CITY OF HAILEY
BLAINE COUNTY, IDAHO
WASTEWATER REVENUE BONDS, SERIES 2023 (BANK QUALIFIED)**

Pricing Summary

Due September 15	Amount	Interest Rate	Yield	Price	CUSIP

^c Priced to the optional redemption date of September 15, ____.

Date of Delivery _____, 2023
Dated Date..... _____, 2023
Offer expires _____, 2023 at 11:59 p.m. (MT)

General Description of the Bonds

The Bonds will be issued as fully registered bonds under a book-entry system, initially registered to Cede & Co., as nominee of The Depository Trust Company (“DTC”), New York, New York, which will act as securities depository for the Bonds. The purchasers will not receive certificates representing their interest in the Bonds, as long as the Bonds are in book-entry form.

Interest on the Bonds shall be payable semi-annually on March 15 and September 15 until maturity or earlier redemption, commencing March 15, 2024. Individual purchases of Bonds will be made in the principal amount of \$5,000, or integral multiples thereof within a single maturity.

Redemption

Optional Redemption of the Bonds. The Bonds maturing in years _____ through _____, inclusive, are not subject to optional redemption prior to maturity. The Bonds maturing on September 15, 2035 and on any date thereafter are subject to redemption at the option of the City prior to their stated maturity date at any time on or after September 15, _____, as a whole or in part, at a price of par, plus accrued interest, if any, to the date of redemption.

Bonds Meeting the “10% Test”

Maturity

Bonds Subject to the Hold-the-Offering-Price Rule

Maturity

EXHIBIT B

FORM OF CERTIFICATE OF ISSUE PRICE

\$ _____
[NAME OF ISSUER]
[NAME OF COUNTY] COUNTY, IDAHO
[NAME OF BONDS]
SERIES _____

D.A. Davidson & Co., as the underwriter (the “Underwriter”) named in the purchase agreement (the “Purchase Agreement”) entered into _____ by and between the Underwriter and [Name of Issuer] located in [Name of County] County, Idaho (the “Issuer”) in connection with the sale by the Issuer of its \$____,000,000 aggregate principal amount of Wastewater Revenue Bonds, Series 2023 (Bank Qualified) (the “Bonds”), hereby certifies that:

- (i) As of _____, 2023 (the “Sale Date”), all of each Maturity of the Bonds has been the subject of a bona fide offering to the Public at the prices or yields set forth in the Issuer’s Official Statement relating to the Bonds (the “Initial Offering Prices”).
- (ii) [Attached hereto as Appendix I is a copy of the pricing wire for the Bonds or an equivalent communication showing that each Maturity of the Bonds was offered to the Public on the Sale Date at the Initial Offering Prices.]
- (iii) As of the Sale Date, [except for the Bonds maturing on _____, 20__ (the “Unsold Maturities”),] the Underwriting Group sold the first 10 percent of each Maturity of the Bonds to the Public at the Initial Offering Price for such Maturity.]
- (iv) [Following the Sale Date, with respect to each Unsold Maturity, the Underwriting Group, in compliance with the applicable provisions described in the Purchase Agreement, have neither offered nor sold the Bonds comprising any such Unsold Maturity at a price that is higher or yield lower than the Initial Offering Price for such Maturity during the period starting on the Sale Date and ending on the earlier of: (a) the close of the fifth business day after the Sale Date, or (b) the date on which at least 10 percent of the Bonds of the Unsold Maturity had been sold to the Public at or below the Initial Offering Price.]
- (v) [The original issue premium generated on the Bonds was the result of market conditions as of the Sale Date. The Underwriting Group was not directed by the City to generate premium at the expense of interest rate savings.]

For purposes of this certificate the following definitions apply:

“**Public**” means any person (including an individual, trust, estate, partnership, association, company or corporation) other than a member of the Underwriting Group or a Related Party, as defined below, to a member of the Underwriting Group.

“**Underwriting Group**” means (i) the Underwriter, (ii) any person that agrees pursuant to a written contract to participate in the initial sale of the Bonds to the Public, and (iii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) or (ii) of this definition to participate in the initial sale of the Bonds to the Public, including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public.

“**Related Party**” means any entity if a member of the Underwriting Group and such entity are subject, directly or indirectly, to (i) more than 50 percent common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50 percent common ownership of their capital interests or profit interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50 percent common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other).

“**Maturity**” shall refer to Bonds with the same maturity date, interest rate and credit terms.

We understand that the representations contained herein may be relied upon by the City in making certain of the representations contained in the Tax Certificate executed by the City in connection with the Bonds, and we further understand that Hawley Troxel Ennis & Hawley LLP, as Bond Counsel to the City for the Bonds, may rely upon this certificate, among other things, in providing an opinion with respect to the exclusion from gross income of the interest on the Bonds pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the “Code”); provided, however, that herein represents our interpretation of any laws, and in particular, regulations under Section 148 of the Internal Revenue Code.

Dated the ____ day of _____ 2023.

D.A. Davidson & Co.,
as Underwriter

By: _____
Jonas Biery
Vice President, Public Finance Banker

EXHIBIT D

FORM OF CERTIFICATE AS TO BOND PRICING AND RELATED MATTERS

The undersigned official of the City of Hailey, Blaine County, Idaho (the “City”), as a Delegated Officer, does hereby certify as follows (capitalized terms used herein and not defined have the meanings assigned to such terms in the Ordinance, hereinafter defined):

1. The undersigned is familiar with the City’s Sewer Bond Ordinance No. 1165 adopted November 3, 2014 (the “Master Ordinance”), and Supplemental Ordinance No. 1166 adopted on November 3, 2014 (the “2014 Supplemental Ordinance”), and Supplemental Ordinance No. 1335 adopted on October 23, 2023 (the “2023 Supplemental Ordinance” and together with the Master Ordinance and the 2014 Supplemental Ordinance, collectively, the “Bond Ordinance”) to authorize issuance of the City’s Wastewater Revenue Bonds, Series 2023 (the “2023 Bonds”) and related documents, which 2023 Bonds is sold this date to D.A. Davidson & Co. (the “Underwriter”) pursuant to the Bond Purchase Agreement dated _____, 2023, between the City and the Underwriter (the “Bond Purchase Agreement”).

2. Section 207 of the Supplemental Ordinance delegated to the undersigned, as a Delegated Officer, the power to make certain determinations on the date of sale of the 2023 Bonds.

3. Pursuant to such delegation, the undersigned Delegated Officer hereby determines as follows:

- a. Details of the terms of the 2023 Bonds are reflected in the final bond sale number schedules provided by the financial advisor to the City this date, which schedules are attached as Exhibit A hereto.
- b. The rate of interest to be borne by the 2023 Bonds, as measured by the true interest cost, is ____%.
- c. The principal amount of the 2023 Bonds is \$_____.
- d. The Principal Payment Date and Interest Payment Date and the amount of principal of the 2023 Bonds maturing, or subject to mandatory sinking fund redemption, in any particular year are reflected on the attached Exhibit B.
- e. The final maturity of the 2023 Bonds is _____.
- f. The 2023 Bonds are sold at the purchase price of \$_____, representing the aggregate principal amount thereof, plus premium in the amount of \$_____, less underwriter’s discount of \$_____, which is not less than the aggregate par amount thereof.

g. The 2023 Bonds are subject to optional redemption as follows:

_____.

h. The amount of 2023 Bonds proceeds to fund the Reserve Account is

\$_____.

4. The undersigned Delegated Officer hereby certifies that the final terms and provisions of the 2023 Bonds, as described above and in the attached Exhibit A [and Exhibit B], are consistent with, not in excess of and no less favorable than the terms set forth in Section 207 of the Supplemental Ordinance and as approved by the electorate of the City pursuant to the Bond Election.

5. The undersigned Delegated Officer has therefore executed and delivered the Bond Purchase Agreement this date.

DATED: _____, 2023.

CITY OF HAILEY, BLAINE COUNTY, IDAHO

By: _____
Mayor

EXHIBIT A
FINAL NUMBERS

EXHIBIT E

CITY OF HAILEY BLAINE COUNTY, IDAHO

Summary of Supplemental Ordinance No. 1335, passed October 23, 2023

A SUPPLEMENTAL ORDINANCE OF THE CITY OF HAILEY, BLAINE COUNTY, IDAHO, AUTHORIZING THE ISSUANCE OF ITS WASTEWATER REVENUE BONDS, SERIES 2023, TO PROVIDE FUNDS NECESSARY TO FINANCE IMPROVEMENTS TO THE CITY'S WASTEWATER SYSTEM; DELEGATING AUTHORITY TO APPROVE THE TERMS AND PROVISIONS OF THE NEGOTIATED SALE OF THE BOND PURSUANT TO A BOND PURCHASE AGREEMENT; AND PROVIDING FOR OTHER MATTERS PROPERLY RELATING THERETO.

Section 101 (Definitions) defines certain capitalized terms used in the Supplemental Ordinance.

Section 201 (Authority for Supplemental Ordinance) provides that the Supplemental Ordinance is adopted by the City of Hailey, Blaine County, Idaho (the "City") pursuant to the provisions of the Act and the Sewer Bond Ordinance No. 1165 adopted on November 3, 2014 (the "Master Ordinance").

Section 202 (Finding and Purpose) provides findings and determinations required to provide funds to finance certain improvements to the City's wastewater system with proceeds of issuance and sale of the City's Wastewater Revenue Bonds, Series 2023 (Bank Qualified) (the "2023 Bonds") pursuant to the Master Ordinance and Bond Purchase Agreement to be dated the date of sale of the 2023 Bonds (the "Bond Purchase Agreement") between the City and the D.A. Davidson & Co. (the "Underwriter").

Section 203 (Authorization of 2023 Bonds, Designation; Confirmation of Pledged Revenues) authorizes the 2023 Bonds; provides the designation of the 2023 Bonds, and security of payment thereof from Pledged Revenues.

Section 204 (Issue Date) provides that the issue date shall be the date of delivery of the 2023 Bonds.

Section 205 (2023 Bond Details) provides the details of the 2023 Bonds, including the denomination and registered numbers, issued in the form attached to the Supplemental

Ordinance and bearing interest and being payable pursuant to the Certificate as to Bond Pricing and Related Matters.

Section 206 (Authorization of Actions Preliminary to Sale of 2023 Bonds) providing for negotiated sale of the 2023 Bonds to the Underwriter; authorizes publication of a notice pursuant to Section 57-215, Idaho Code; ratifies actions by City officials related to the preliminary official statement; and approves substantial forms of Bond Purchase Agreement and continuing disclosure agreement.

Section 207 (Sale of 2023 Bonds, Delegation Authority) provides for delegation to Mayor or City Administrator, each a Delegated Officer, to approve the final terms of the 2023 Bonds and for execution by the Delegated Officer of the Certificate as to Bond Pricing and Related Matters upon approval of the final terms.

Section 208 (Execution of 2023 Bonds) provides for the manner of execution of the 2023 Bonds.

Section 209 (Registration of 2023 Bonds) provides the duties of the 2023 Bond Registrar with respect to the 2023 Bonds, including registration, transfer, and exchange provisions relating to the 2023 Bonds.

Section 301 (Creation of Accounts and/or Subaccounts under Funds) creates and/or ratifies the following: 2023 Debt Service Account under Bond Fund for payment of debt service on the 2023 Bonds; 2023 Project Account under the Project Fund for payment of the costs of the 2023 Project and Costs of Issuance Account under the Project Fund for payment of costs of issuance of the 2023 Bonds; Reserve Account under the Debt Service Reserve Account to secure payment of the 2023 Bonds and Parity Bonds, as applicable; Rate Stabilization Account to provide additional funds, if funded, to maintain Rate Covenant.

Section 302 (Delivery of 2023 Bonds; Application of Proceeds) authorizes delivery of the 2023 Bonds to the Underwriter and to receive payment therefor; provides for allocation and distribution of the 2023 Bonds proceeds.

Section 401 (Pledge of Revenues) provides for pledge of Pledged Revenues of the City to pay debt service on the 2023 Bonds on parity with Parity Bonds.

Section 402 (Tax Certificate) authorizes the City's Tax Certificate to comply with federal tax requirements.

Section 403 (Designation of Section 265(b)(3)) designates the 2023 Bonds as "Qualified Tax-Exempt Obligations pursuant to Section 265(b)(3) of the Code.

Section 501 (Effect of Supplemental Ordinance) provides that the Master Ordinance is amended and supplemented as provided by the Supplemental Ordinance.

Section 502 (Ratification) ratifies, confirms and approves all proceedings, resolutions, and ordinances in connection with the sale and issuance of the 2023 Bonds.

Section 503 (Severability) provides that other covenants and agreements in the Supplemental Ordinance are not affected if one is made invalid.

Section 504 (Conflict) repeals all resolutions, orders and regulations or parts thereof conflicting with the Supplemental Ordinance.

Section 505 (Captions) provides that table of contents and captions and headings are for convenience only.

Section 506 (Savings Clause) provides that except as amended by the Supplemental Ordinance, the Master Ordinance shall remain in full force and effect.

Section 507 (Effective Date) provides that the Supplemental Ordinance shall take effect from and after its passage and publication of this summary as required by law.

Exhibit A: Sets forth the substantial form of the 2023 Bonds.

Exhibit B: Sets forth the substantial form of the Notice of Private Negotiated Bond Sale.

Exhibit C: Sets forth the substantial form of the Bond Purchase Agreement.

Exhibit D: Sets forth the substantial form of the Certificate as to Bond Pricing and Related Matters.

Exhibit E: Sets forth this summary for publication.

The full text of Supplemental Ordinance No. 1335 is available at the office of the City Clerk of the City, and will be provided to any citizen upon personal request during normal business hours.

Approved this ___ day of _____, 2023.

CITY OF HAILEY, BLAINE COUNTY,
IDAHO

Mayor

ATTEST:

City Clerk

CERTIFICATION OF COUNSEL

I, the undersigned, the legal advisor to the City of Hailey, Idaho, hereby certify that I have read the attached Summary of Supplemental Ordinance No. 1335 of the City, and that the same is true and complete and provides adequate notice to the public of the contents of said ordinance.

Dated as of this ____ day of _____, 2023.

Michael M. Stoddard
Hawley Troxell Ennis & Hawley LLP
Bond Counsel

CERTIFICATE OF THE CLERK

I DO HEREBY CERTIFY that I am the duly chosen, qualified and acting Clerk of the City of Hailey, Blaine County, Idaho (the “City”), and keeper of the records of the City Council (the “City Council”); and HEREBY CERTIFY:

1. That the attached Supplemental Ordinance is a true and correct copy of Supplemental Ordinance No. 1335 of the City (the “Supplemental Ordinance”), as finally passed at a regular meeting of the City Council held on the 23 day of October, 2023, and duly recorded in my office.

2. That said meeting was duly convened and held in all respects in accordance with law, and to the extent required by law, due and proper notice of such meeting was given; that a quorum was present throughout the meeting and a legally sufficient number of members of the City Council voted in the proper manner for the passage of the Supplemental Ordinance; that all other requirements and proceedings incident to the proper passage of the Supplemental Ordinance have been duly fulfilled, carried out and otherwise observed, and that I am authorized to execute this certificate.

IN WITNESS WHEREOF, I have hereunto set my hand this ___ day of _____, 2023.

City Clerk

PRELIMINARY OFFICIAL STATEMENT DATED _____, 2023

NEW ISSUE—Book Entry Only

RATINGS (See "RATINGS" herein)
S&P: " _ "

In the opinion of Hawley Troxell Ennis & Hawley LLP, assuming continuous compliance with certain covenants described herein, (i) interest on the Series 2023 Bonds (defined herein) is excluded from gross income pursuant to Section 103 of the Internal Revenue Code of 1986, as amended to the date of delivery of the Series 2023 Bonds (the "Tax Code"); (ii) interest on the Series 2023 Bonds is excluded from alternative minimum taxable income as defined in Section 55(b) of the Tax Code; however, to the extent such interest is included in calculating the "adjusted financial statement income" of "applicable corporations" (as defined in Sections 56A and 59(k), respectively, of the Tax Code), such interest is subject to the alternative minimum tax applicable to those corporations under Section 55(b) of the Tax Code for tax years beginning after December 31, 2022; and (iii) interest on the Series 2023 Bonds is excluded from gross income for purposes of income taxation by the State of Idaho. See "TAX MATTERS—Bonds."

City of Hailey, Blaine County, Idaho
\$ _____ (1) Wastewater Revenue Bonds, Series 2023 (Bank Qualified)

DATED: Date of Delivery (estimated to be _____, 2023) DUE: September 1, as shown herein

The City of Hailey, Blaine County, Idaho Wastewater Revenue Bonds, Series 2023 (Bank Qualified) (the "Series 2023 Bonds") will be issued by the City of Hailey, Blaine County, Idaho (the "City") pursuant to a Sewer Bond Ordinance No. 1165 adopted by the City on November 3, 2014, as supplemented and amended, including Supplemental Ordinance No. 1335. The Series 2023 Bonds are being issued to finance the acquisition and construction of certain improvements to the City's Wastewater System (the "Project"), and pay the costs of issuance of the Series 2023 Bonds.

The Series 2023 Bonds are initially issuable in book-entry form only through The Depository Trust Company, New York, New York ("DTC"), which will act as securities depository for the Series 2023 Bonds. The Series 2023 Bonds bear interest payable semiannually on each March 15 and September 15, beginning March 15, 2024 to the maturity of the Series 2023 Bonds. Principal will be payable annually each September 15. The Series 2023 Bonds are subject to redemption prior to their stated maturities as further described herein. See "Redemption Provisions" herein.

The Series 2023 Bonds are secured by a pledge of the Net Revenues (hereinafter defined) of the City's wastewater system (the "System") superior to all other charges of any kind, other than Parity Bonds (hereinafter defined). See "SECURITY FOR THE SERIES 2023 BONDS – Pledge of Net Revenues." The City reserves the right to issue parity bonds secured by a pledge of the Net Revenues upon compliance with certain conditions. See "SECURITY FOR THE SERIES 2023 BONDS."

THE SERIES 2023 BONDS ARE SPECIAL OBLIGATIONS OF THE CITY PAYABLE ONLY FROM THE BOND FUND. THE SERIES 2023 BONDS DO NOT CONSTITUTE GENERAL OBLIGATIONS OF THE CITY OR THE STATE OF IDAHO (THE "STATE"), OR ANY POLITICAL SUBDIVISION OF THE STATE, OR A CHARGE UPON ANY GENERAL FUND OR UPON ANY MONEY OR OTHER PROPERTY OF THE CITY OR OF THE STATE, OR OF ANY POLITICAL SUBDIVISION OF THE STATE, NOT SPECIFICALLY PLEDGED BY THE CITY'S BOND ORDINANCE AUTHORIZING THE SERIES 2023 BONDS. See "SECURITY FOR THE SERIES 2023 BONDS."

MATURITY SCHEDULE—ON INSIDE COVER

The Series 2023 Bonds are offered when, as and if received and accepted by D.A. Davidson & Co. (the "Underwriter"), subject to the final approving legal opinion of Bond Counsel. Certain matters will be passed on for the Underwriter by its legal counsel, Hawley Troxell Ennis & Hawley LLP. It is expected that the Series 2023 Bonds will be available for delivery to the Bond Registrar on behalf of DTC by Fast Automated Securities Transfer on or about _____, 2023 (the "Date of Delivery").

This cover page contains certain information for quick reference only. It is not a summary of the issue. Investors must read the entire Official Statement to obtain information essential to the making of an informed investment decision.

(1) Preliminary, subject to change.

This is a Preliminary Official Statement, subject to correction and change. The City has authorized the distribution of the Preliminary Official Statement to prospective purchasers and others. Upon the sale of the Series 2023 Bonds, the City will complete and deliver an Official Statement substantially in this form.



City of Hailey, Blaine County, Idaho
\$ _____ ⁽¹⁾ Wastewater Revenue Bonds, Series 2023 (Bank Qualified)

DATED: Date of Delivery

DUE: September 15, as shown below

MATURITY SCHEDULE — SERIES 2023 BONDS

Due September 15	Amounts⁽¹⁾	Interest Rates	Yields	CUSIP⁽²⁾
20__	-			
20__	-			
20__	-			
20__	-			
20__	-			
20__	-			
20__	-			
20__	-			
20__	-			
20__	-			
20__	-			
20__	-			
20__	-			
20__	-			
20__	-			
20__	-			
20__	-			
20__	-			
20__	-			
20__	-			
20__	-			
20__	-			

(1) Preliminary, subject to change.
(2) The CUSIP numbers herein are provided by CUSIP Global Services (CGS), which is managed on behalf of the American Bankers Association by S&P Global Market Intelligence. CUSIP is a registered trademark of the American Bankers Association. CUSIP numbers are provided for convenience of reference only. CUSIP numbers are subject to change. Neither the City nor the Underwriter takes any responsibility for the accuracy of such CUSIP numbers.

(1) Preliminary, subject to change.

This Official Statement does not constitute an offer to sell the Series 2023 Bonds in any jurisdiction in which or to a person to whom it is unlawful to make such an offer. No dealer, salesperson or other person has been authorized by the City, Piper Sandler & Co. (the “Municipal Advisor”) or D.A. Davidson & Co. (the “Underwriter”) to give any information or to make any representations, other than those contained herein, in connection with the offering of the Series 2023 Bonds and, if given or made, such information or representations must not be relied upon. The City makes no representation regarding the accuracy or completeness of the information provided in Appendix D —Book-Entry Only System, which has been furnished by DTC. Estimates and opinions are included and should not be interpreted as statements of fact. Summaries of documents do not purport to be complete statements of the provisions. The information and expressions of opinion herein are subject to change without notice, and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create an implication that there has been no change in the affairs of the City since the date hereof.

The Underwriter has provided the following sentence for inclusion in this Official Statement. The Underwriter has reviewed the information in this Official Statement 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, but the Underwriter does not guarantee the accuracy or completeness of such information.

Certain statements contained in this Official Statement do not reflect historical facts, but are forecasts and “forward-looking statements.” No assurance can be given that the future results discussed herein will be achieved, and actual results may differ materially from the forecasts described herein. In this respect, words such as “estimated,” “projected,” “anticipate,” “expect,” “intend,” “plan,” “believe” and similar expressions are intended to identify forward-looking statements. All projections, assumptions and other forward-looking statements are expressly qualified in their entirety by the cautionary statements set forth in this Official Statement.

In connection with this offering, the Underwriter may over allot or effect transactions that stabilize or maintain the market price of the Series 2023 Bonds at levels above those which might otherwise prevail in the open market. Such stabilizing, if commenced, may be discontinued at any time.

This Preliminary Official Statement has been “deemed final” by the City, pursuant to Rule 15c2-12 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended, except for information which is permitted to be excluded from this Preliminary Official Statement under said Rule 15c2-12.

**City of Hailey
Blaine County, Idaho
115 Main Street S.
Hailey, Idaho
(208) 788-4221**

Mayor and City Council

Martha Burke
Kaz Thea
Heidi Husbands
Sam Linnet
Juan Martinez

Mayor
President
Member
Member
Member

Administration

Lisa Horowitz
Brian Yeager
Becky Stokes
Bryson Ellsworth
Jennifer Pomerleau

City Administrator
Public Works Director
City Treasurer
Wastewater Division Manager
Deputy Clerk – Utility Billing

Bond Counsel

Hawley Troxell Ennis & Hawley LLP
Boise, Idaho

Municipal Advisor

Piper Sandler & Co.
Boise, Idaho

Bond Registrar

Zions Bancorporation, National Association
Boise, Idaho

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OFFICIAL STATEMENT

City of Hailey, Blaine County, Idaho \$ _____⁽¹⁾ Wastewater Revenue Bonds, Series 2023 (Bank Qualified)

The City of Hailey, Idaho, Blaine County, Idaho (the “City”), a municipal corporation duly organized and existing under and by virtue of the laws of the State of Idaho (the “State”) furnishes this Preliminary Official Statement in connection with the offering of its \$ _____⁽¹⁾ aggregate principal amount of Wastewater Revenue Bonds, Series 2023 (the “Series 2023 Bonds”), dated the date of delivery. Certain capitalized words and phrases used in this Official Statement and not defined herein have the meanings as defined in the Bond Ordinance (hereinafter defined), a copy of which is attached hereto as Appendix A.

The Series 2023 Bonds are being issued to finance the acquisition and construction of certain improvements to the City’s Wastewater System (the “Project”), and pay the costs of issuance of the Series 2023 Bonds. See “DESCRIPTION OF THE SERIES 2023 BONDS – Authorization for Issuance” and “PURPOSE AND USE OF PROCEEDS.” The City has reserved the right in the Master Ordinance (hereinafter defined) to issue additional bonds with a lien on Revenue of the System on a parity with the lien on the Series 2023 Bonds upon satisfaction of certain conditions. See “SECURITY FOR THE SERIES 2023 BONDS–Additional Bonds.” The Series 2023 Bonds, the City’s Series 2014 Bond (hereafter defined), and any Additional Bonds are sometimes hereinafter collectively referred to as the “Parity Bonds.”

The Series 2023 Bonds are revenue obligations of the City’s wastewater system (the “System”). Neither the full faith and credit nor the taxing power of the City is pledged to the payment of the Series 2023 Bonds. The Series 2023 Bonds are not obligations of the State or any political subdivision thereof other than the City. See “SECURITY FOR THE SERIES 2023 BONDS.”

This Official Statement, which includes the cover page and appendices, provides information concerning the City, the Series 2023 Bonds and the System.

The information set forth herein has been obtained from the City and other sources that are believed to be reliable. D.A. Davidson & Co. (the “Underwriter”) and Piper Sandler & Co. (the “Municipal Advisor”) have relied on the City with respect to the accuracy and sufficiency of such information, and such information is not to be construed as a representation, warranty or guarantee by the Underwriter. So far as any statement herein includes matters of opinion, or estimates of future expenses and income, whether or not expressly so stated, they are intended merely as such and not as representations of fact.

DESCRIPTION OF THE SERIES 2023 BONDS

Authorization for Issuance

The Series 2023 Bonds are issued pursuant to Sewer Bond Ordinance No. 1165 adopted by the City on November 3, 2014 (the “Master Ordinance”), as supplemented and amended, including Supplemental Ordinance No. 1166, adopted by the City on November 3, 2014 (the “2014 Supplemental Ordinance”) authorizing issuance of the 2014 Bonds, and Supplemental Ordinance No. 1335, adopted by the City on October 23, 2023 (the “2023 Supplemental Ordinance” and together with the Master Ordinance, collectively the “Bond Ordinance”), and under and in accordance with the City Code and the laws and provisions of the State, including Idaho Code Sections 50-1027 through 50-1042, inclusive, and chapter 2, Title 57, Idaho Code (collectively, the “Act”).

A ballot measure allowing the City to issue wastewater revenue bonds in the aggregate principal amount of up to \$6,000,000 was approved by a favorable vote at an election held in the City on May 16, 2023 (the “2023 Authorizing Election”).

	Number of Votes	Percentage of Total Votes
Yes	759	89.29
No	91	10.71

Source: Official Canvass of Elections, Blaine County, May 2023.

Under Idaho law, a challenge to an election outcome must be filed within 40 days of the date of canvass. Blaine County (the “County”) canvassed the final election results on May 23, 2023; therefore the 40-day challenge period expired on June 15, 2023.

All under the Master Ordinance, the City previously issued the Series 2014 Bond pursuant to Ordinance No. 3454 (the “2014 Supplemental Ordinance”).

Principal Amount, Date, Interest Rates and Maturities

The Series 2023 Bonds will be issued in the principal amounts shown on the cover page of this Official Statement and will be dated and bear interest from the Date of Delivery. The Series 2023 Bonds will mature on the dates and will bear interest, payable semiannually, until the maturity or earlier redemption of the Series 2023 Bonds set forth on the inside cover page of this Official Statement. Interest on the Series 2023 Bonds will be computed on the basis of a 360-day year consisting of twelve 30-day months.

Redemption Provisions

Optional Redemption. The Series 2023 Bonds maturing on and before September 1, 20__, are not subject to redemption prior to maturity. The Series 2023 Bonds maturing on and after September 1, 20__, are subject to redemption at the option of the City, in whole or in part on September 1, 20__, and any date thereafter at the price of par plus accrued interest, if any, to the date of redemption.

For as long as the Series 2023 Bonds are in book-entry only form, if fewer than all of the Series 2023 Bonds are called for redemption, the selection of Bonds to be redeemed will be made by The Depository Trust Company, New York, New York (“DTC”) in accordance with its operational procedures then in effect. See Appendix D attached hereto. If the Series 2023 Bonds are no longer held in book-entry only form, then Zions Bancorporation, National Association, as the bond registrar and paying agent (the “Bond Registrar”), will select Bonds for redemption by lot in multiples of \$5,000 within each maturity.

Notice of Redemption (Book-Entry). So long as the Series 2023 Bonds are in book-entry only form, the Bond Registrar will notify DTC of an early redemption not less than 30 days prior to the date fixed for redemption, and will provide such information as required by a letter of representation submitted to DTC in connection with the issuance of the Series 2023 Bonds.

Notice of Redemption (No Book-Entry). During any period in which the Series 2023 Bonds are not in book-entry only form, unless waived by any person in whose name such Bonds are registered (the “Beneficial Owners”) of the Series 2023 Bonds to be redeemed, official notice of any redemption of Bonds will be given by the Bond Registrar on behalf of the City by mailing a copy of an official redemption notice by first class mail, postage prepaid, no less than 30 days and not more than 60 days prior to the date fixed for redemption, to the Beneficial Owners of the Series 2023 Bonds to be redeemed at the address shown on the bond register or at such other address as is furnished in writing by such Beneficial Owner to the Bond Registrar.

Defeasance

In the event that money and/or “government obligations,” as defined in Idaho Code Section 57-504, as it may be amended, maturing at such time or times and bearing interest to be earned thereon in amounts sufficient to redeem and retire the Series 2023 Bonds or any of them in accordance with their terms are set aside in a special account to effect such redemption or retirement, and such money and the principal of and interest on such obligations are set aside irrevocably and pledged for such purpose, then no further payments need be made into the Bond Fund under the Bond Ordinance for the payment of the principal of and interest on the Series 2023 Bonds so provided for. Such Bonds will cease to be entitled to any lien, benefit or security of the Bond Ordinance except the right to receive the funds so set aside and pledged, and such Bonds will be deemed not to be outstanding.

Bond Registrar and Registration Features

Book-Entry System. The Series 2023 Bonds will be issued in fully registered form and, when issued, will be registered in the name of Cede & Co. as Bond Owner and as nominee for DTC. DTC will act as securities depository for the Series 2023 Bonds. Individual purchases and sales of the Series 2023 Bonds may be made in book-entry form only in minimum denominations of \$5,000 and integral multiples thereof. Purchasers will not receive certificates representing their interest in the Series 2023 Bonds. See Appendix D attached hereto for additional information.

Bond Registrar. The principal of and interest on the Series 2023 Bonds will be payable by the Bond Registrar to DTC, which, in turn, is obligated to remit such principal and interest to its participants (“DTC Participants”) for subsequent disbursement to the Beneficial Owners of the Series 2023 Bonds, as further described in Appendix D attached hereto. Interest on the Series 2023 Bonds will be credited to the Beneficial Owners by the DTC Participants.

Procedure in the Event of Revisions of Book-Entry Transfer System. If DTC resigns as the securities depository and the City is unable to retain a qualified successor to DTC, or the City has determined that it is in the best interest of the City not to continue the book-entry system of transfer or that interests of the Beneficial Owners of the Series 2023 Bonds might be adversely affected if the book-entry system of transfer is continued, the City will execute, authenticate and deliver at no cost to the Beneficial Owners of the Series 2023 Bonds or their nominees, Bonds in fully registered form, in the denomination of \$5,000 or any integral multiple thereof. Thereafter, the principal of the Series 2023 Bonds will be payable upon due presentment and surrender thereof at the principal office of the Bond Registrar; interest on the Series 2023 Bonds will be mailed or caused to be delivered to the persons in whose names such Bonds are registered, at the address appearing upon the registration books on the fifteenth day preceding the interest payment date, or, if not a business day for the Bond Registrar, the next preceding day that is a business day for the Bond Registrar, and the Series 2023 Bonds will be transferable as provided in the Bond Ordinance (defined below).

Litigation

There is no litigation pending questioning the validity of the Series 2023 Bonds nor the power and authority of the City to issue the Series 2023 Bonds. There is no litigation pending that would materially affect the finances of the City or affect the City’s ability to meet debt service requirements on the Series 2023 Bonds.

PURPOSE AND USE OF PROCEEDS

Purpose

The proceeds from the sale of the Series 2023 Bonds will be used to (i) finance the Project, as defined below, and (ii) pay the costs of issuance of the Series 2023 Bonds.

Project

The proceeds from the sale of the Series 2023 Bonds will be used to finance certain capital improvements to the System (the “Project”) designed to address aging infrastructure at the City’s Woodside Water Reclamation Facility (“WRF”). The Project specifically consists of replacing the aging headworks infrastructure at the WRF to improve the capture rate for incoming wastewater filtration. The Project will include adding two new influent channels, each with a space to install new perforated drum screens, two new self-priming grit pumps, new hydrocyclone and grit classifier, a new headworks building, and an access road to deliver and replace equipment at the headworks building.

Estimated Sources and Uses of Funds

The proceeds from the Series 2023 Bonds are estimated to be applied as follows:

Sources and Uses of Funds ⁽¹⁾

Sources of Funds:	
Principal Amount	\$
[Net] Reoffering Premium	
Total Sources	\$
Uses of Funds:	
Project Fund	
Costs of Issuance ⁽²⁾	
Total Uses	\$

(1) Amounts will be provided in final Official Statement.

(2) Includes underwriter's discount, bond counsel and underwriter's counsel fees, municipal advisor, and rating agency fees, printing costs and other costs of issuance of the Series 2023 Bonds.

Source: *City of Hailey*.

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Projected Debt Service Requirements

Fiscal Year Ending 9/30	Bonds	Series 2014 Bond	Total Debt Service ⁽¹⁾
2023	\$	\$	\$
2024			
2025			
2026			
2027			
2028			
2029			
2030			
2031			
2032			
2033			
2034			
2035			
2036			
2037			
2038			
2039			
2040			
2041			
2042			
2043			
Totals: ⁽²⁾	\$	\$	\$

(1) Debt service on the Series 2023 Bonds is provided for illustrative purposes only. Amounts are preliminary, subject to change.

(2) Totals may not foot due to rounding.

Source: *The City of Hailey and the Series 2023 Bonds.*

SECURITY FOR THE SERIES 2023 BONDS

Pledge of Net Revenues

The Series 2023 Bonds are revenue obligations payable from and secured by a pledge of Revenue of the System subject only to the payment of the Operation and Maintenance Expenses of the System. Revenue of the System includes all gross income and revenue received or receivable by the City from or on account of the operation of the System, excluding grants, hookup fees and other non-recurring revenue. Operation and Maintenance Expenses of the System include all reasonable and necessary current expenses incurred by the City of operating, maintaining, and repairing the System or otherwise administering the Revenues of the System. The Series 2023 Bonds constitute a lien and charge on the Net Revenues (Revenues of the System net of Operation and Maintenance Expenses) prior and superior to any other charges whatsoever except that the lien and charge on such revenue for the Series 2023 Bonds is on a parity with the lien and charge thereon for the City’s Sewer Revenue Bond, Series 2014 issued to the Idaho Bond Bank Authority (the “Series 2014 Bond”) and any Additional Bonds that the City may issue in the future.

The Series 2023 Bonds are special fund obligations of the City payable only from amounts on deposit in the City of Hailey Sewer Revenue Bond Fund (the “Bond Fund”) which includes the 2023 Debt Service Account, and any subaccounts thereunder. See “Funds and Accounts” below. The Bond Fund will at all times be completely segregated and set apart from all other funds and accounts of the City for the security and the payment of the principal of and interest on the Series 2023 Bonds as they become due. The Series 2023 Bonds are not an obligation of the State, the County or any political subdivision thereof other than the City, and neither the full faith and credit nor the taxing power of the City, the County or the State are pledged to the payment of the Series 2023 Bonds.

Rate Covenant

The City has established and has covenanted in the Bond Ordinance to maintain and collect from the users of the System, rates and charges for furnishing the services and the facilities of the System to such users thereof. Said rates and charges are, and shall continue to be, uniform as to all persons or properties which are of the same class. The City has covenanted to establish, maintain and collect such rates and charges for service of its System to satisfy the Rate Covenant for so long as any Bonds are Outstanding. The "Rate Covenant" requires Net Revenue in each Fiscal Year at least equal to 125% of the amounts required in such Fiscal Year to be paid as scheduled debt service (principal and interest) on all Parity Bonds.

The following table shows the City's historic ability to meet the conditions of the Rate Covenant.

Historical Debt Service Coverage Table – Wastewater Fund

	Actual 2018	Actual 2019	Actual 2020	Actual 2021	Actual 2022
Rate Adjustment ⁽¹⁾	0%	0%	10%	0%	9.96%
OPERATING REVENUES					
Charges for Services ⁽²⁾	2,007,893	1,973,676	2,179,656	2,192,452	2,439,202
Total Operating Revenues	2,007,893	1,973,676	2,179,656	2,192,452	2,439,202
OPERATING EXPENSES					
Salaries and Benefits	355,591	611,865	652,429	666,398	869,752
Administrative and supplies	703,740	464,390	601,780	626,527	608,178
Depreciation	484,196	675,639	493,443	494,327	518,258
Total Operating Expenses	1,543,527	1,751,894	1,747,652	1,787,252	1,996,188
NET OPERATING INCOME	464,366	221,782	432,004	405,200	443,014
Add: Investment/Interest income	63,189	109,899	79,383	16,117	28,503
Add: Depreciation expense	484,196	675,639	493,443	494,327	518,258
NET REVENUE PLEDGED FOR DEBT SERVICE	1,011,751	1,007,320	1,004,830	915,644	989,775
DEBT SERVICE					
Series 2014C Wastewater Revenue Bonds	297,175	295,875	298,925	295,425	566,925
Series 2012D Wastewater Revenue Bonds	269,700	270,000	270,400	270,400	-
Total Debt Service	566,875	565,875	569,325	565,825	566,925
DEBT SERVICE COVERAGE (Recurring Revenues)	1.78	1.78	1.76	1.62	1.75
Hookups, connections, and fees ⁽³⁾	101,050	107,534	179,168	352,935	483,066
Grant Revenue	-	-	-	-	-
DEBT SERVICE COVERAGE (Including Non-recurring Revenue)	1.96	1.97	2.08	2.24	2.60

Source: The City's audited financial statements for the stated years.

(1) Rate Adjustment reflects amount user rates increased as a whole.

(2) Charges for Services includes user fees, bond fees, service charges, inspection fees and other de minimus revenue items.

(3) Hookups, connections and fees relate to connection fee revenues collected from new development to fund growth-related expansion.

The following table shows the City is projected to be in compliance with the Rate Covenant based on certain assumptions of the City.

	Unaudited FY2023 ⁽¹⁾	Projected FY2024 ⁽³⁾	Projected FY2025	Projected FY2026	Projected FY2027	Projected FY2028
Projected Rate Adjustment ⁽²⁾	14.07%	19.97%	5%	5%	5%	5%
OPERATING REVENUES						
Charges for Services ⁽⁴⁾	2,821,882	3,142,925	3,337,571	3,489,450	3,648,923	3,816,369
Total Operating Revenues	2,821,882	3,142,925	3,337,571	3,489,450	3,648,923	3,816,369
OPERATING EXPENSES						
Salaries and Benefits ⁽⁵⁾	1,042,967	1,095,115	1,149,871	1,207,365	1,267,733	1,331,120
Administrative and supplies ⁽⁶⁾	983,242	1,032,404	1,084,024	1,138,226	1,195,137	1,254,894
Depreciation	525,000	525,000	525,000	525,000	525,000	525,000
Total Operating Expenses	2,551,209	2,652,519	2,758,895	2,870,590	2,987,870	3,111,013
NET OPERATING INCOME	270,673	490,406	578,676	618,859	661,053	705,356
Add: Investment/Interest income	202,389	125,000	100,000	90,000	80,000	70,000
Add: Depreciation expense	525,000	525,000	525,000	525,000	525,000	525,000
NET REVENUE PLEDGED FOR DEBT SERVICE	998,062	1,140,406	1,203,676	1,233,859	1,266,053	1,300,356
DEBT SERVICE						
Series 2014C Wastewater Revenue Bonds	569,675	566,425	567,425	567,425	566,425	568,225
Series 2023 Wastewater Revenue Bonds ⁽⁷⁾	-	250,000	300,000	300,000	300,000	300,000
Total Debt Service	569,675	816,425	867,425	867,425	866,425	868,225
DEBT SERVICE COVERAGE (Recurring Revenues)	1.75	1.40	1.39	1.42	1.46	1.50
Hookups, connections, and fees ⁽⁸⁾	198,360	126,450	130,244	134,151	138,175	142,321
Grant Revenue ⁽⁹⁾	-	-	-	-	-	-
DEBT SERVICE COVERAGE (Including Non-recurring Revenue)	2.10	1.55	1.54	1.58	1.62	1.66

Source: City of Hailey staff

- (1) Revenue and operating expense figures for Fiscal Year 2023 are preliminary and unaudited, as audit is scheduled for December 2023.
- (2) Rate Adjustment for FY 2024 reflects adopted rate increase. Rate Adjustments for FY 2025-FY 2028 reflect amount user rates are projected to increase as a whole, subject to City Council approval.
- (3) FY 2024 figures (including rate increase) are approved and published budgeted amounts.
- (4) Charges for Services includes user fees, bond fees, service charges, inspection fees and other de minimus revenue items.
- (5) Personnel costs increase annually, budgeting 5% (FY 2025-FY 2028) to cover wage increases and insurance premium increases.
- (6) O&M Costs are anticipated to increase 5% annually (FY 2025-FY 2028), to cover costs of materials, shipping, etc.
- (7) Estimated Series 2023 Wastewater Revenue Bond debt service
- (8) Hookups, connections and fees related to new development to fund growth-related expansion, estimated at 3% increase after budgeted FY 2024 amount.
- (9) No grant revenue is anticipated or budgeted at this time.

Funds and Accounts

The Bond Ordinance created or confirmed four funds or accounts, and any subaccounts thereunder, that will be held and administered by the City: the City of Hailey Sewer Revenue Fund (the “Revenue Fund”), the Bond Fund, the Project Fund, and the Rebate Fund (collectively, the “Funds”). Additional information on each of these Funds follows.

Revenue Fund. Pursuant to the Bond Ordinance the City is required to maintain the Revenue Fund as a separate enterprise fund of the City, and to deposit the Revenue of the System into the Revenue Fund as collected. The Revenue of the System shall be used for payment of the following obligations in the following order of priority:

First, to pay the Operation and Maintenance Expenses of the System;

Second, to pay the interest on any Parity Bonds, including reimbursements to the issuer of a Qualified Letter of Credit or Qualified Insurance if the Qualified Letter of Credit or Qualified Insurance secures the payment of interest on Parity Bonds and the Supplemental Ordinance authorizing such Parity Bonds provides for such reimbursement;

Third, to pay the principal of Parity Bonds including reimbursements to the issuer of a Qualified Letter of Credit or Qualified Insurance if the Qualified Letter of Credit or Qualified Insurance secures the payment of principal on Parity Bonds and the Supplemental Ordinance authorizing such Parity Bonds provides for such reimbursement;

Fourth, to make all payments required to be made into any Reserve Account created to secure payment of debt service on any series of Bonds, including reimbursements to the issuer of a Qualified Letter of Credit or Qualified Insurance if the Qualified Letter of Credit or Qualified Insurance has been issued to fund the Reserve Account Requirement for any series of Bonds and the Supplemental Ordinance authorizing such Bonds provides for such reimbursement;

Fifth, to make all payments required to be made into a revenue bond redemption fund or revenue warrant redemption fund and debt service fund or reserve account hereafter created to pay and secure the payment of the principal of and interest on government loans and any other revenue bonds or revenue warrants of the City which have a lien upon the Revenue of the System junior and inferior to the lien thereon for the payment of the principal of and interest on the Parity Bonds; and

Sixth, to retire by redemption or purchase any outstanding Parity Bonds or revenue warrants of the City payable out of the Revenue of the System, to make necessary additions, betterments, improvements and repairs to or extensions and replacements of the System, or for any other lawful City purposes.

2023 Project Account. The 2023 Supplemental Ordinance creates the 2023 Project Account, a subaccount of the Project Fund under the Master Ordinance to be held by the City, whereby a portion of the proceeds of the Series 2023 Bonds shall be deposited in accordance with the 2023 Supplemental Ordinance and used to pay the Costs of Acquisition of the Project and the costs of issuance of the Series 2023 Bonds. Any moneys remaining in the 2023 Project Account after the full and final payment of the Costs of Acquisition of the Project and costs of issuance shall be transferred to the City and deposited in the 2023 Debt Service Account.

Bond Fund. The Bond Fund exists solely for the purpose of paying the principal of, premium, if any, and interest on Parity Bonds. The Bond Fund consists of two accounts known as the “Debt Service Account” and the “Reserve Account,” as more fully described below:

Debt Service Account. As long as any Parity Bonds remain Outstanding, the City is required by the Bond Ordinance to set aside and pay from the Revenue Fund into the Debt Service Account those amounts necessary, together with such other funds as are on hand and available in the Bond Fund, to pay the principal of and interest next coming due on the Parity Bonds.

Reserve Account. The Master Ordinance creates a Debt Service Reserve Account in the Bond Fund and sets forth that any subaccounts thereunder can be created upon issuance of Additional Bonds as, and if, required by the respective Supplemental Ordinance. The 2014 Supplemental Ordinance requires the Reserve Account be funded to the Reserve Account Requirement in accordance with the Loan Agreement. The Loan Agreement sets forth a “Reserve Requirement” in an amount equal to the lesser of (i) 10% of the outstanding principal of the Parity Debt (as defined in the Loan Agreement), (ii) the maximum annual principal and interest on the Parity Debt, or (iii) 125% of average annual principal and interest on the Parity Debt (the “Reserve Account”). Upon issuance of the 2023 Bonds, the Reserve Account shall be funded in accordance with the 2014 Supplemental Ordinance and Loan Agreement until such time as the Loan Agreement terminates, at which time any funds in the Reserve Account shall be released to the City and there shall no longer be a Reserve Account Requirement, unless otherwise required by another Supplemental Ordinance authorizing Additional Bonds under the Bond Ordinance.

Moneys in the various accounts within the Bond Fund may be invested in Permitted Investments. Investments of funds in the accounts within the Bond Fund shall mature prior to the date on which such moneys shall be needed for required interest, principal, or sinking fund installments. Investments of funds in the Reserve Account shall be available to pay any deficiencies that may occur in any of the accounts within the Bond Fund. All interest earned and income derived by virtue of such investments shall remain in the Bond Fund and be used to meet the required deposits into any account therein. Subject to the other provisions of the Bond Ordinance, moneys in the Debt Service Account and the Reserve Account, as applicable, may be combined for the purpose of purchasing investments, but the records of the City shall show to which account the respective portions of any such combined investment are credited.

Rebate Fund. A Rebate Fund is established under the Bond Ordinance into which shall be deposited, from time to time, all excess earnings on funds and accounts held by the City thereunder to the extent required by the City's Tax Certificate and said amounts shall be held in trust for the payment of arbitrage rebate in accordance with Section 148 of the Code and the Tax Certificate. All earnings on the Rebate Fund shall remain within said fund and shall be used for no other purpose unless the City provides the Bond Registrar with an opinion of nationally recognized bond counsel that another use will not cause interest on the Series 2023 Bonds to cease to qualify for exclusion from federal income taxation under the Code.

Rate Stabilization Account. A "Rate Stabilization Account" was established under the Bond Ordinance into which the City can transfer funds from the Revenue Fund or any other legally available source. The City is permitted to transfer or withdraw funds from the Rate Stabilization Account at any time and without limitation subject to the following provisions:

- (1) Money in the Rate Stabilization Account may be withdrawn at any time and used for any purpose for which Revenue of the System may be used. Amounts withdrawn from the Rate Stabilization Account shall increase Revenue of the System for the period for which they are deposited. Credits from the Rate Stabilization Account may be posted in accordance with governmental accounting practices and procedures. Credits to or from the Rate Stabilization Account may relate to a prior fiscal year consistent with governmental accounting practices and procedures provided that such credits occur within the first quarter following the prior fiscal year. Earnings on the Rate Stabilization Account shall be credited to the Revenue Fund and shall be included in the definition of Revenue of the System for purposes of calculating debt service coverage.
- (2) Unless otherwise excluded, funds withdrawn from the Rate Stabilization Account shall be included in Net Revenues for purposes of meeting its Rate Covenant.

The City is permitted to transfer funds from the Rate Stabilization Account in order to meet its Rate Covenant under the Bond Ordinance. It may do so by transferring funds from the Rate Stabilization Account during its current fiscal year or the first quarter of the following fiscal year and designating such transfer as applying to the immediately preceding fiscal year. In the event of such transfer, the City has covenanted to, on a forward-looking basis, to, as needed, charge rates and fees in connection with the operation of the System which, when combined with other Revenue of the System, are adequate to generate Net Revenues (exclusive of transfers from the Rate Stabilization Account) in the current fiscal year at least equal to 1.25 times the annual debt service due in that fiscal year. As of September 30, 2022, the City reported a Rate Stabilization Account balance of \$845,519.

Parity Debt

The City's Sewer Revenue Bond, Series 2014 issued to the Idaho Bond Bank Authority, outstanding in the principal amount of \$5,130,000 and maturing on September 15, 2034 (the "Series 2014 Bond") was issued under the Bond Ordinance. The Net Revenues are pledged to the payment in full of the Series 2014 Bond, which pledge is on a parity basis with the Series 2023 Bonds.

Additional Bonds

The City reserves the right in the Bond Ordinance to issue Additional Bonds which will constitute a lien and charge on the Net Revenues on a parity with the Outstanding Parity Bonds.

The City has agreed that it will not issue any series of Additional Bonds or incur any additional indebtedness with a parity lien or charge on Net Revenues (i.e., on a parity of lien with Parity Bonds at the time Outstanding) unless the following conditions are met:

- (1) The City obtains approval of the electorate of the City or a judicial confirmation pursuant to Title 7 Chapter 13 of the Idaho Code that the Additional Bonds are enforceable obligations of the City as required by the Act;
- (2) The City is not, and has not been, in default as to any payments required by the provisions of the Master Ordinance or any Supplemental Ordinance for a period of not less than twelve (12) months immediately preceding the issuance of such Additional Bonds;
- (3) The Supplemental Ordinance authorizing the issuance of the Series 2014 Bond and Additional Bonds shall include the covenants related to a Reserve Account and Reserve Account Requirement, if applicable, as permitted under the Master Ordinance;
- (4) If, and so long as, any bonds issued by the City to the Idaho Bond Bank Authority are outstanding, the requirements and covenants with respect to the issuance of additional indebtedness included in the respective loan agreement with the Idaho Bond Bank Authority shall be satisfied;
- (5) As evidenced by a written certification filed with the City by the City Engineer, an independent engineer, or certified public accountant, the Net Revenues for a period of twelve (12) consecutive months out of the twenty-four (24) months immediately preceding the issuance of such Additional Bonds shall have been sufficient to meet the Parity Requirement, commencing with the first full Fiscal Year following the date on which any portion of interest on the series of Additional Bonds then being issued no longer will be paid from the proceeds of such series of Additional Bonds. The "Parity Requirement" means Net Revenues equal to or greater than:
(a) 125% of Maximum Annual Debt Service for all Parity Bonds; and (b) 100% of Maximum Annual Debt Service for all subordinate lien evidences of indebtedness secured by Revenue of the System.

In calculating the Net Revenues, the City may take into consideration changes in Net Revenues estimated to occur under one or more of the following conditions for each year after such delivery for so long as the Parity Bonds and any Additional Bonds shall be Outstanding:

- (a) Any increase or decrease in Net Revenues which would result from any change in rates or charges adopted prior to the issuance of the Additional Bonds;
- (b) Any increase or decrease in Net Revenues estimated to result from any additions, betterments, and improvements to and extensions of any facilities of the System which (i) became fully operational during such twelve (12) month period; (ii) were under construction at the time of the issuance of the Additional Bonds; or (iii) will be constructed from the proceeds of the Additional Bonds proposed to be issued; and/or
- (c) The additional Net Revenues which would have been received if any customers added to the System prior to the date of the Additional Bonds, but subsequent to the beginning of such twelve (12) month period were customers for the entire period.

The written certification described above in subsection (5) shall not be required as a condition to the issuance of Additional Bonds:

- (1) if the Additional Bonds being issued are for the purpose of refunding Outstanding Parity Bonds; or
- (2) if the Additional Bonds are being issued to pay costs of completion of construction of facilities of the System for which Additional Bonds have been issued previously and the principal amount of such Additional Bonds being issued for completion purposes does not exceed an amount equal to an aggregate of 15% of the principal amount of Additional Bonds theretofore issued for such facilities and reasonably allocable to the facilities to be completed as shown in a written certificate of the City Engineer, which states that the nature and purpose of such facilities has not materially changed.

The Series 2023 Bonds are being issued as Additional Bonds in conformance with provisions of the Bond Ordinance.

Subordinate Lien Obligations. Nothing in the Bond Ordinance shall prevent the City from issuing revenue bonds or other obligations which are a charge upon the Net Revenues junior or inferior to the payments required by the Bond Ordinance to be made out of such Net Revenues to pay and secure the payment of any Parity Bonds.

Additional Covenants

For the protection and security of the Parity Bonds, it is covenanted and agreed to and with the owners of record (the “Registered Owners”) of the Parity Bonds that the City will perform the following covenants:

Rate Covenant. The City has established, may from time to time revise, and shall maintain and shall collect from the users of the System, rates and charges for furnishing the services and the facilities of the System to such users thereof. Said rates and charges are, and shall continue to be, uniform as to all persons or properties which are of the same class. The City shall establish, maintain and collect such rates and charges for service of its System for so long as any Parity Bonds are Outstanding and shall maintain the Rate Covenant. See “SECURITY GOT YHR SERIES 2023 BONDS – Rate Covenant.”

Acquire Project. The City shall commence the acquisition, construction and completion of any Project financed under the Bond Ordinance and continue the same with all practical dispatch and in a sound and economical manner.

Operate System. The City shall operate the System in an efficient and economical manner and prescribe, revise, and collect such charges in connection therewith so that the services, facilities, and properties of the System may be furnished at the lowest possible cost consistent with sound economy and prudent management.

Good Repair. The City shall operate, maintain, preserve, and keep the System and every part hereof in good repair, working order, and condition.

Preserve Security. The City shall preserve and protect the security of the Parity Bonds and the rights of the Registered Owners thereof.

Collect Revenues. The City shall collect and hold in trust the Revenue of the System and other funds pledged to the payment of the Parity Bonds and apply such Revenue of the System or other funds only as provided in the Bond Ordinance.

Service Bonds. The City shall pay and cause to be paid punctually the principal of and interest on Parity Bonds on the date or dates, at the place or places, and in the manner that such sums are due in accordance with the Bond Ordinance.

Pay Claims. The City shall pay and discharge any and all lawful claims for labor, materials, and supplies which, if unpaid, might by law become a lien or charge upon the Revenue of the System, or any part of said Revenue of the System, or any funds in the hands of the Treasurer or City Administrator, prior or superior to the lien of the Parity Bonds or which might impair the security of

the Parity Bonds, to the end that the priority and security of the Parity Bonds shall be fully preserved and protected.

Encumbrances. The City shall not encumber, sell, lease, or dispose of the System or any part thereof, nor enter into any lease or agreement which would impair or impede the operation of the System or any part thereof necessary to secure adequate Revenue for the payment of the principal of and interest on the Parity Bonds, nor which would otherwise impair or impede the rights of the Registered Owners of the Parity Bonds with respect to such Revenue or the operation of the System without provisions for the retirement of the Parity Bonds then outstanding from the proceeds thereof.

Insurance. The City shall procure and keep in force insurance upon all buildings and structures of the System and the machinery and equipment therein, which are usually insured by entities operating like property, in good and responsible insurance companies. The amount of the insurance shall be such as may be required to adequately protect it and the Registered Owners of any Parity Bonds from loss due to any casualty, and in the event of any such loss, the proceeds shall be used to repair or restore the System or for the payment of Parity Bonds.

Fidelity Bonds. The City shall procure suitable fidelity bonds covering all of its officers and other employees charged with the operation of the System and the collection and disbursement of Revenue of the System.

Engineers. The City shall employ consulting engineers of acknowledged reputation, skill and experience in the improvement and operation of the System for any unusual or extraordinary items of maintenance, repair, extensions, or betterments as shall be required from time to time. All reports, estimates, and recommendations of such consulting engineers shall be filed with the Clerk and furnished to the Registered Owners of any Parity Bonds upon request.

Accounts. The City shall keep proper and separate accounts and records in which complete and separate entries shall be made of all transactions relating to the System, and it will furnish complete operating and income statements upon request.

Delinquencies. The City shall not furnish wastewater service to any customer whatsoever free of charge and it shall, not later than sixty (60) days after the end of each calendar year; take such legal action as may be reasonable to enforce collection of all collectible delinquent accounts.

Events of Default and Remedies

See Appendix A, Bond Ordinance, Section 18 “Events of Default” and Section 19 “Application of Funds and Moneys in Event of Default.”

CITY INDEBTEDNESS

The following is a description of statutory limitations on various types of debt authorized for municipalities in the State:

Local Improvement District Bonds. There are no statutory limitations to the par amount of local improvement district bonds that may be issued other than that the amount assessed against any property within the district may not be more than the taxable value of the property. **The City has no outstanding local improvement district bonds.**

Revenue Bonds. There are no statutory limitations to the par amount of revenue bonds that can be issued by a municipality provided that the par amount cannot exceed the costs of the project to be financed with proceeds of the revenue bonds. The project must be self-supporting and in the case of new money bonds, the par amount cannot exceed the amount authorized by voter approval or judicial confirmation. In the event of refunding bonds, the par amount cannot exceed the par amount of the

refunded bonds. **The City has revenue bonds outstanding as reflected in the following table titled “City Indebtedness.”**

General Obligation Debt. Section 50-1019 of the Idaho Code limits voter-approved general obligation debt for cities located in the State to an amount not to exceed 2 percent of the market value for assessment purposes, less the aggregate outstanding voter-approved general obligation bond indebtedness. **The City has no general obligation debt outstanding.**

Certificates of Participation. Certificates of participation represent undivided ownership interests in lease payments under financing leases entered into by a municipality. The payments evidenced by the lease are special obligations of the municipality subject to annual appropriation of the lease payments, and not a general obligation of the municipality. These obligations are subject to a municipality’s willingness and ability to budget and annually appropriate funding to make the payments. Municipalities are authorized to lease real property pursuant to chapter 14, Title 50, Idaho Code. **The City has no certificates of participation outstanding.**

The following table sets forth the City’s outstanding long-term obligations.

**City Indebtedness
(As of Issuance)**

Type of Debt	Principal Outstanding
General Obligation Bonds	\$ -
Water Revenue Bonds	655,000
Wastewater Revenue Bonds ⁽¹⁾	[] ⁽²⁾
Capital Leases	-
Total:	\$ []

(1) Includes the Series 2014 Bond and Series 2023 Bonds.
 (2) Preliminary. Subject to change. [include Series 2023 Bonds]
 Source: Audited Financial Statements from the City and Series 2023 Bonds.

Debt Payment Record

The City has promptly met all debt service payments on outstanding obligations. No refunding bonds have been issued to avoid an impending default.

Future Financing

Other than the Series 2023 Bonds, the City has no authorized but unissued bonds secured by the Revenue of the System. The City does not expect to issue bonds secured by Revenue of the System in the next 12 months.

THE SYSTEM

Introduction

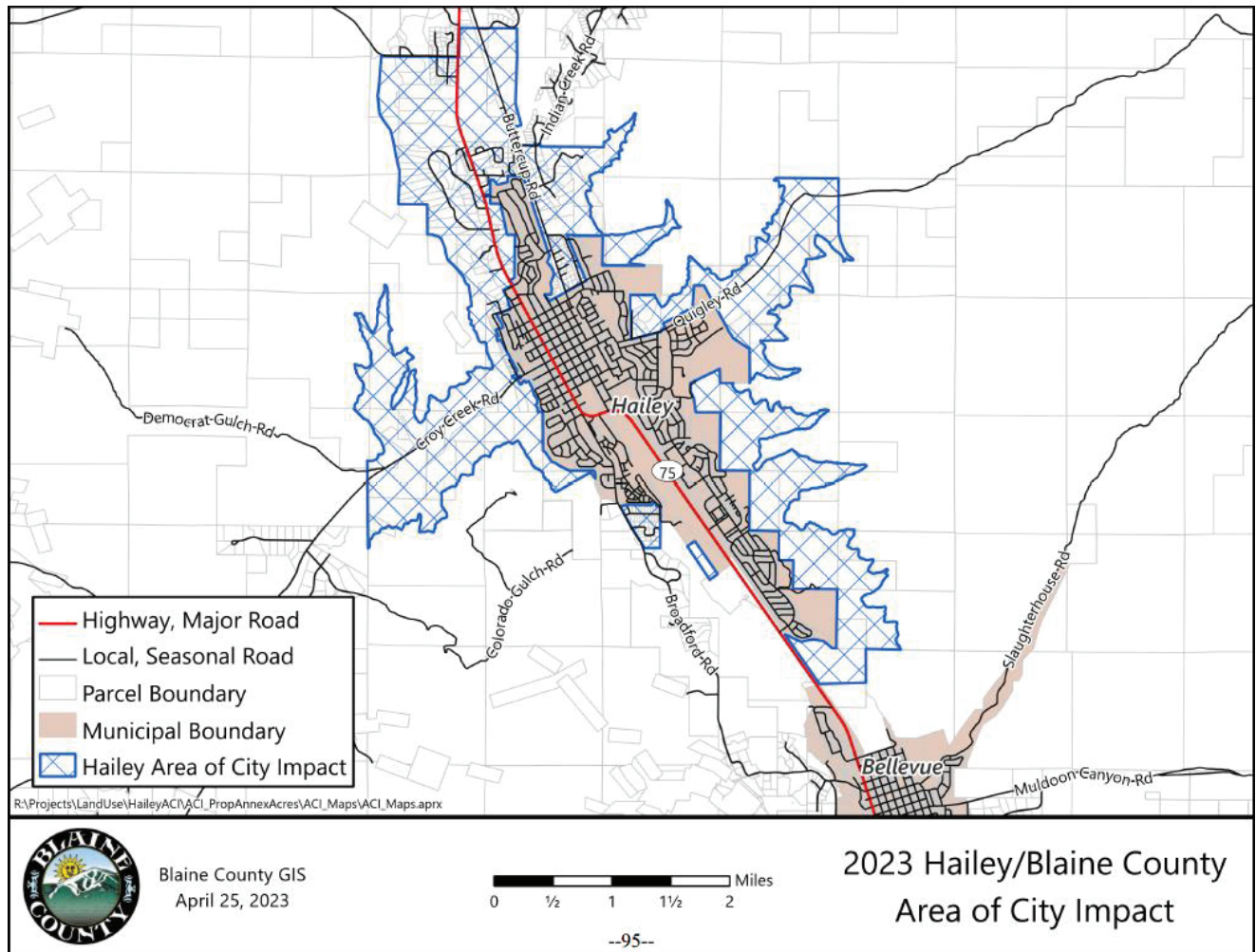
Pursuant to the authority under Section 50-323, Idaho Code, the City owns and manages a public wastewater utility system, including the collection and treatment (the “System”). The City is a full-service municipality, with the exception of solid waste and recycling collection which is provided by Clear Creek Disposal pursuant to a contract with the City. The System is operated and accounted for separately from the City’s water utilities.

The System is operated by the Wastewater Division of the City. The City contracts out future improvements, planning and engineering with the engineering firm HDR Inc. Currently, the City operates its wastewater

treatment plant (the “Treatment Plant”) and the wastewater collection system (the “Collection System”) five (5) days a week with remote operations over the weekend. During remote operation, operators and managers have full control of the plant and lift stations. The City has seven (7) operators that operate and provide routine maintenance to the System.

General and Service Area

The System service area includes the corporate boundaries of the City of Hailey (the “Service Area”). The Service Area is outlined in the map below, effectively showing the municipal boundary of the City.



Source: The City of Hailey. [City, please confirm that this correctly reflects ACI adopted in 2023 and whether City serves waster/wastewater only within City limits or within the ACI]

Population Served. The City provides service to approximately 3,204 residential accounts and 336 commercial accounts within its Service Area. The following table reflects the top ten customers of the System and revenues received for Fiscal Year 2022:

**Top Ten
Wastewater Customers (2022)**

Customer Name	Total Revenue	Percent of System Total
Broyles Sun Valley Car Wash	\$ 48,560	1.72%
Summit View Land Co.: Valley View Apts	31,849	1.12
Boise Housing Corp.: Apartments	29,105	1.03
Atkinsons Market	28,482	1.01
Oceanic	25,992	0.92
Blaine County Schools: Wood River High	23,969	0.85
Hailey FF: Hotel	19,611	0.69
South Hailey Townhouses	16,686	0.59
Palouse: Apartments	16,406	0.58
Wood River Inn	14,630	0.52

Source: The City of Hailey.

Treatment Plant. The System includes a single wastewater treatment plant (the Woodside Water Reclamation Facility, or “WRF”) with a design capacity of 1.4 mgd (million gallons per day) and current average flow of 0.5631 mgd, both measured as of 2022. System design capacity is not anticipated to change as a result of completion of the Project. The average daily peak is 0.83 mgd and the peak hourly flow is 1.63 mgd (flow calculation being determined from the ratio established in the “Recommended Standards for Wastewater Facilities” – commonly known as 10-states standards).

The wastewater pretreatment system was originally constructed in 1999 and is being replaced as part of the Project, primarily to address degradation rather than external regulatory concerns. Currently, the pretreatment system has an automated barscreen in poor condition, with a manual barscreen bypass. Flow then goes to a grit removal system that is still in fair condition with some minor improvements required. The grit classifier is planned to be replaced as it is in poor condition. The building will also be replaced as it is currently in poor condition.

After pretreatment, the wastewater treatment is an activated sludge process focused in two large concrete basins that are in very good condition. After the activated sludge process, flow goes to the cloth-disc filters which have been recently reconditioned and replaced and are in good condition. After that flow goes to the UV system which is currently being upgraded with new UV lights and a set of redundant UV lights, with construction expected to be completed by the end of October 2023. **[NOTE: confirm/update prior to posting]** After UV disinfection, flow goes directly to the discharge line after treatment at the WRF to the Big Wood River for discharge as effluent under the terms of the System’s IPDES Permit. See “THE SYSTEM – Regulatory Environment and Permits.”

Collection System. The Collection System consists primarily of PVC pipe, asbestos concrete pipe, and a small section of concrete pipe. The City owns and operates just over 50 miles of mains, with 5 active lift stations. Mains are cleaned every other year in the residential areas and yearly in the “core” or high impact areas. Lift stations are cleaned quarterly to ensure little build up and carry-over to the plant. Pipes are replaced as necessary, or in accordance with the City’s collection planning studies, which helps prevent surcharging and sanitary sewer overflows.

The following table sets forth the details of the City’s collection system piping:

Pipe Size	Total Length (Feet)
6	1,848
8	231,00
10	15,312
12	13,200
15	2,006
18	2,534
21	739
Total:	266,639

Asbestos pipe and concrete pipe are confined to a small area within the City and only account for roughly 17% and 3%, respectively, of the total pip in the City.

Compost. The biosolids process begins with the waste taken from the activated sludge process and moved to aerobic digesters. Once at the aerobic digestion process (at a new facility which that was completed and placed in service in 2017), it is thickened before it is dewatered and taken off facility for compost processing. The City contracts for the use of its composting facility with a third-party. Once it arrives at the composting facility it is then turned into Class A EQ compost which means it is the highest grade of biosolids obtainable through testing approved by the Idaho Department of Environmental Quality (“IDEQ”) and the State of Idaho Health Department. As Class A EQ Compost, it can be sold nearly universally as bulk to bagged product.

System Master Plans. The last facility master plan for the System was completed for the WRF in 2021, and the Collection System master plan was recently completed in October 2024. The City includes in its annual budget process costs for the maintenance, repair and replacement of existing facilities and equipment within the System. The City has been implementing repair and replacement annually in accordance therewith. The general condition and capacity of the production, storage and distribution facilities of the System is in line with the System Master Plan and is expected by the City to be adequate to support anticipated growth within the System’s service area.

Regulatory Environment and Permits

Operation of the System and the City’s Wastewater Department are regulated by the United States Environmental Protection Agency (“EPA”), which issued the City a National Pollutant Discharge Elimination System permit effective August 1, 2012, and IDEQ, which authorized the City to discharge into the Big Wood River per its IPDES permit #ID0020303. The EPA approved the Idaho State Department of Environmental Quality IPDES program and authorized the transfer of permitting authority to the State of Idaho. The City’s IPDES Permit #ID0020303 expired July 31, 2017. It has been administratively continued effective January 27, 2017 and will remain in effect until a new permit is issued.

The City is in compliance with all State and Federal permits and regulations, including those promulgated under the Clean Water Act. There are no pending administrative actions by any regulatory agencies involving the System. The System remains in compliance with all applicable parameters at this time.

Wastewater Rates

Monthly Rates. Under Sections 13.04.130.A and B and 13.04.150 of the City’s Municipal Code, water and wastewater rates are reviewed and reset on an annual basis as part of the process of setting the annual budget for each fiscal year. Water and wastewater rates are determined independently. The City Council has the responsibility to review and make appropriate adjustments to the water and wastewater fees by resolution. The City’s Municipal Code carefully frames how the water and wastewater departments budgets are calculated: The

rates are based on the City Engineer’s matrix that calculates number of users, depreciation of the system, and budget needs. Wastewater rates are the same for commercial and residential customers, with a multi-unit rate for wastewater which only applies to residential properties and not to commercial accounts. The average residential rate is based off 4000 gallons usage. The residential average monthly rate for Fiscal Year 2023 was \$55.99. The residential charge for 4000 gallons for Fiscal Year 2024 is \$69.47 per month. A 5-year history of water rate adjustments is presented in the following table: **[NOTE: Discuss on next call, or offline with City based on the additional table provided by in responses.]**

Historical Wastewater Rate Adjustments

Historical Sewer Rate Adjustments					
Gallons	FY 2023	FY 2022	FY 2021	FY 2020	FY 2019
0-1000 & Disconnected Service	\$ 20.90	\$ 18.33	\$ 16.67	\$ 16.67	\$ 15.15
2000	32.59	28.59	25.99	25.99	23.63
3000	44.29	38.85	35.32	35.32	32.11
4000	55.99	49.11	44.65	44.65	40.59
5000	67.68	59.37	53.98	53.98	49.07
6000	79.39	69.64	63.31	63.31	57.55
7000	90.79	79.90	72.63	72.63	65.80
8000	103.76	91.27	82.97	82.97	75.20
9000	116.73	102.64	93.31	93.31	84.60
10000	129.70	114.01	103.65	103.65	94.00
11000	142.67	125.38	113.99	113.99	103.40
12000	155.64	136.75	124.33	124.33	112.80

Source: The City of Hailey

Rate Comparison. The following is a comparison of the City’s rates to other comparable cities for Fiscal Year 2022:

City	Rate
Hailey	\$59.37 (5,000 gallon/month)
Ketchum	\$41.85
Bellevue	\$85.86
Jerome	\$70.00
Rupert	\$56.91
Heyburn	\$65.61
Burley	\$45.50
McCall	\$70.00 (3,000-4,000 gallons)

Source: The City of Hailey

Billing and Collection. The City bills customers for utility services monthly. The bill is prepared at the end of the month in which services were rendered, mailed on the last business day of the month in which services were rendered, and due on the 25th of the following month. The utility bill is broken into four main parts: water, water bond, wastewater, and garbage.

The City’s wastewater charge includes an allocation for System usage and an allocation for bond payment. The City does not meter wastewater leaving the customer’s property and entering the System. To determine the

appropriate quantity to bill each customer, the City averages water usage for November through March for each household, which reflects only usage which impacts the System (rather than uses such as irrigation). The winter water average from November through March is the quantity billed from April through the following March. The dollar amount may change with the new budget each October, but the quantity is set in April. Additionally, the City bills administrative fees as necessary, such as new account fees (\$25), the addition of a tenant to a landlord's account (\$25), service commencement or termination (\$37.50), and insufficient funds/returned payment fees (\$20).

A penalty is applied when payment is made after the due date, in the amount of \$2 plus 10% of the past due amount. A delinquent letter is mailed on the 10th day after the due date or the next business day. The due date for the past due amount is 10 days after the mailing of the letter or the next business day which is not a Thursday or Friday. If payment is not received by said due date, the City hangs doorhanger notices on the property. The following day, any accounts which remain delinquent are shut off. A doorhanger is hung, and a \$75 fee is applied to the account. Once services are turned off, payment of the delinquent amount and the \$75 fee must be received by the City, and then services are restored. Historically, the City has experienced low delinquency volume in its collections, and currently has a delinquency volume of 4.1%.

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Financial Report

A summary of the City's Wastewater Fund Statement of Net Position and Statement of Revenues, Expenditures and Changes in Fund Net Position follows:

Wastewater Fund - Statement of Net Position (Fiscal Years)

	2023 Unaudited	2022 Audited	2021 Audited	2020 Audited	2019 Audited
Assets					
Current Assets:					
Cash and deposits	\$ 4,314,008	\$ 4,387,100	\$ 4,261,379	\$ 3,910,774	\$ 3,596,031
Accounts receivable	268,440	237,444	237,721	219,155	177,739
Inventory			-	-	-
Restricted Current Assets:					
Cash and deposits	1,519,728	1,461,435	1,453,907	1,449,512	1,426,307
Total current assets	<u>6,102,176</u>	<u>6,085,979</u>	<u>5,953,007</u>	<u>5,579,441</u>	<u>5,200,077</u>
Non Current Assets:					
Plant and Equipment	17,332,785	17,332,785	16,552,911	16,218,511	15,989,713
Accumulated depreciation	(8,549,389)	(8,549,389)	(8,031,131)	(7,536,804)	(7,043,361)
Net Non Current Assets	<u>8,783,396</u>	<u>8,783,396</u>	<u>8,521,780</u>	<u>8,681,707</u>	<u>8,946,352</u>
Total assets	<u>14,885,572</u>	<u>14,869,375</u>	<u>14,474,787</u>	<u>14,261,148</u>	<u>14,146,429</u>
Deferred Outflows of Resources					
Net Pension Asset		-	9,521	-	-
Deferred Outflows from Pensions	273,860	273,860	123,312	58,560	20,134
Liabilities					
Current liabilities:					
Accrued Payroll and Benefits Payable		-	-	-	-
Accrued Interest Payable	8,528	8,528	9,247	10,259	9,539
Customer Deposits		-	-	-	-
Current portion long-term debt	380,000	365,000	345,000	330,000	320,000
Total current liabilities:	<u>388,528</u>	<u>373,528</u>	<u>354,247</u>	<u>340,259</u>	<u>329,539</u>
Non-current liabilities:					
Bonds Payable, Less Current	5,115,000	5,130,000	5,495,000	5,840,000	6,170,000
Premium on Bonds Payable	167,425	182,897	194,380	201,436	213,216
Compensated Absences Payable	83,082	83,082	75,480	69,595	62,806
Net Pension Liability	544,365	544,365	-	279,306	135,529
Total non-current liabilities	<u>5,909,872</u>	<u>5,940,344</u>	<u>5,764,860</u>	<u>6,390,337</u>	<u>6,581,551</u>
Total Liabilities	<u>6,298,400</u>	<u>6,313,872</u>	<u>6,119,107</u>	<u>6,730,596</u>	<u>6,911,090</u>
Deferred Inflows of Resources					
Deferred Inflows from Pensions	2,430	2,430	304,569	9,120	62,142
Net Position					
Investment in capital assets net of related debt	3,096,971	3,096,971	2,478,153	2,300,012	2,233,597
Restricted	1,461,435	1,461,435	1,453,907	1,449,512	1,426,307
Unrestricted	4,268,527	4,268,527	4,251,884	3,830,468	3,533,427
Total Net Position	<u>\$ 8,826,933</u>	<u>\$ 8,826,933</u>	<u>\$ 8,183,944</u>	<u>\$ 7,579,992</u>	<u>\$ 7,193,331</u>

Source: Financial Statements of the City for the indicated years..

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**Wastewater Fund
Statement of Revenues, Expenses
and Changes in Fund Net Position
(Fiscal Years)**

	2023 Unaudited	2022 Audited	2021 Audited	2020 Audited	2019 Audited
Operating Revenues					
Charges for services	\$ 2,821,953	\$ 2,439,202	\$ 2,192,452	\$ 2,179,656	\$ 1,973,676
Hookups, connections and fees	198,360	483,066	352,935	179,168	107,534
Total Operating Revenue	<u>3,020,313</u>	<u>2,922,268</u>	<u>2,545,387</u>	<u>2,358,824</u>	<u>2,081,210</u>
Operating Expenses					
Salaries and benefits	1,042,967	869,752	666,398	652,429	611,865
Administrative and supplies	983,242	608,178	626,527	601,780	464,390
Depreciation	518,258	518,258	494,327	493,443	675,639
Total Operating Expenses	<u>2,544,467</u>	<u>1,996,188</u>	<u>1,787,252</u>	<u>1,747,652</u>	<u>1,751,894</u>
Operating Income	<u>475,846</u>	<u>926,080</u>	<u>758,135</u>	<u>611,172</u>	<u>329,316</u>
Nonoperating Revenues (Expenses)					
Interest Income	202,389	28,503	16,117	79,383	109,899
Interest Expense	(221,879)	(221,879)	(235,485)	(265,109)	(259,779)
Grants	-	-	-	1,763	-
Premium Earned on Bond Refinancing	11,483	11,483	7,055	11,781	16,340
Gain (Loss) on Pension Activity	(101,198)	(101,198)	58,130	(52,329)	10,900
Gain (Loss) on Sale of Assets	-	-	-	-	-
Total Nonoperating	<u>(109,205)</u>	<u>(283,091)</u>	<u>(154,183)</u>	<u>(224,511)</u>	<u>(122,640)</u>
Income before transfers	<u>366,641</u>	<u>642,989</u>	<u>603,952</u>	<u>386,661</u>	<u>206,676</u>
Transfers in	-	-	-	-	-
Transfers out	-	-	-	-	-
Net Income	<u>366,641</u>	<u>642,989</u>	<u>603,952</u>	<u>386,661</u>	<u>206,676</u>
Total net position - beginning	<u>8,826,933</u>	<u>8,183,944</u>	<u>7,579,992</u>	<u>7,193,331</u>	<u>6,986,655</u>
Total net position - ending	<u>\$ 9,193,574</u>	<u>\$ 8,826,933</u>	<u>\$ 8,183,944</u>	<u>\$ 7,579,992</u>	<u>\$ 7,193,331</u>

Source: Financial Statements of the City for the indicated years.

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Wastewater Fund Budget

The City includes in its annual budget for the System estimated receipts of revenues for services, fees and other funds to cover all expenditures, including expenses of operation and maintenance, repair and replacement of facilities and equipment of the System. The Fiscal Year 2023 budget reflects revenues totaling \$2,296,249 and expenditures totaling \$4,567,364, and the City budgets that revenues and expenditures for Fiscal Year 2024 will total \$2,892,925 and \$3,614,192, respectively. The breakdown of budgeted revenues and expenses is detailed below. The Wastewater Replacement Fund is budgeted separately from the Wastewater User Fund; however, they are combined in the City's audits. The Headworks Revenue Fund, created in Fiscal Year 2024, will be shown separately in the City's Fiscal Year 2024 audit.

	FY 2023	FY 2024
REVENUES		
Charges for Services	\$ 1,697,324	\$ 2,216,000
Interest Earned	12,000	90,000
Bond Revenue	566,925	566,925
Other Revenue	20,000	20,000
Total Revenues	\$ 2,296,249	\$ 2,892,925
EXPENSES		
Salaries and Benefits	\$ 1,111,059	\$ 1,185,932
Supplies	23,517	23,850
Services	222,849	327,350
Repairs and Maintenance	318,663	340,830
Capital Outlays	1,931,933	684,933
Other	392,418	484,372
Bond Principal and Interest	566,925	566,925
Total Expenses	\$ 4,567,364	\$ 3,614,192

Source: Information extracted from the City's adopted Fiscal Year 2023 and 2024 Budgets.

IMPACT OF COVID-19 PANDEMIC ON THE CITY

Response to the COVID-19 Pandemic

The City and Wastewater Division operated throughout the COVID-19 pandemic, making appropriate safety adjustments for employees based on guidance from the Center for Disease Control and the State. While there was a shift in flows, the overall total remained relatively the same throughout, and there was not a material, negative impact on the Revenue of the System. The City did not offer any delinquency forgiveness related to late payments, though local housing organizations were able to offer utility assistance to renters within the Service Area by way of funds the State received through the Emergency Rental Assistance program and private donations. Rather, collection rates of the System have increased since March 2020 and the City did not experience overall revenue loss as a result of the COVID-19 pandemic.

While the City received Coronavirus Aid, Relief, and Economic Security Act funds and American Rescue Plan Act recovery funds, it did not allocate any of those funds to the System.

Effect on the Series 2023 Bonds

The Series 2023 Bonds are secured by and payable from the Net Revenues, dedicated exclusively to the repayment of the Parity Bonds. However, the Net Revenues are dependent upon payment of Rates and Charges. Accordingly, the economic effects of COVID-19 may have adverse effects on the City's overall collection of Revenue of the System.

THE CITY

General

Incorporated in 1903, the City is the county seat of Blaine County and located in the Wood River Valley in central Idaho. The City is known for its tourism, encouraged by the nearby Sun Valley Resort and outdoor recreational activities.

Mayor and City Council

The City is governed by a Mayor and four City Council members who serve four-year, staggered terms. Elections are held every two years, with two council seats up for election every two years. The Council has oversight, responsibility and control over all activities related to the City. Following is a list of current Council members and their terms of office.

Name	Position	Occupation	Service Began	Term Expires
Martha Burke	Mayor	Retired	2019	2023
Kaz Thea	President	Baker	2021	2025
Heidi Husbands	Member	Teacher	2021	2025
Sam Linnet	Member	Attorney	2019	2023
Juan Martinez	Member	Athletic Coach	2019	2023

Source: *The City*.

Key Administrative Officials

The administrative and management staff of the City include a City Administrator, a Treasurer, a Public Works Director, and the City's wastewater system is overseen by the Wastewater Division Manager. All management staff is hired by the City Council.

Martha Burke, Mayor. Mayor Burke has been involved in City leadership for over 25 years. She served on the City Council for 26 years and the Planning & Zoning Commission for two years before she was elected Mayor in 2019. In her time as Mayor, she has dealt with a pandemic, flooding, wildfires, growth, housing shortages, workforce challenges, and the day-to-day operations of running a vibrant City. She serves as the Chief Executive Officer, with a City Administrator overseeing day-to-day operations of the over sixty-member staff.

Lisa Horowitz, City Administrator. Horowitz has over 3 decades of experience in local government and carries a Bachelor of Landscape Architecture from the University of Illinois. She has handled a variety of progressively responsible positions spanning city, county, state government and the private sector. Nineteen years of her career have been spent in local governments in Blaine County, including the City. As the City Administrator, she is the chief executive officer for a staff team of 62 and a municipal budget of approximately \$24 million.

Brian Yeager, Public Works Director. Brian Yeager is a professional engineer and a professional land surveyor that has been the City's Public Works Director for the past 5 years. Prior to his employment with the City, he was a consulting engineer at Galena Engineering for 23 years specializing in private development and municipal projects. As the City's Public Works Director, he oversees the Water Division, Wastewater Division, Streets Division, Parks Division, Capital Improvement Plans, and Building Facilities. He is knowledgeable about infrastructure design, operation, staffing, budgeting, and planning.

Becky Stokes, City Treasurer. Becky has worked for the City since 2005, initially as Deputy Clerk/Treasurer, and transitioned to City Treasurer in 2008. Prior to her employment in local government, she worked as an accountant in the private sector for 25 years. She works as the Finance Officer and has involvement in budgeting, financial reporting, compliance and reconciliation.

Bryson Ellsworth, Wastewater Division Manager. Bryson Ellsworth has been employed by the City for over 10 years. He has intimate knowledge of the Water and Wastewater systems. He currently holds the following licenses from the Idaho Board of Drinking Water and Wastewater Professionals: Wastewater Treatment

Operator Class 4 (highest possible in the state), Wastewater Collection Operator Class 3, Drinking Water Distribution Operator Class 4, Drinking Water Treatment Operator Class 2, and Backflow Assembly Tester. Bryson was appointed by the Governor of Idaho to the positions of Vice Chair of the Water/Wastewater Professional's board and committee member of the Drinking Water Advisory Committee. As the Wastewater Division Manager, he focuses on efficient operations, employee development and training, and ensuring Public Health and Safety requirements are met daily.

Jennifer Pomerleau, Deputy Clerk – Utility Billing. Jennifer has served the City since January 2020. Before joining the City, she practiced law in Arkansas in both public and private capacities and worked with the US Forest Service in Stanley, Idaho. Jennifer manages all aspects of utility billing, from the creation of an account to final billing, managing details in each account and the rates and services applied to the accounts, preparing and sending bills, and the delinquency process. She works with accountholders through the leak adjustment process and other account-specific issues.

Staff

In Fiscal Year 2023, the City has 58 full time equivalent (FTE) employees. The City employs part-time and seasonal employees to assist with peak demands, such as up to four additional employees for the City's Parks Division in the summer months, and four additional employees for the City's Streets Division for winter snow removal. The City does not have any labor agreements or collective bargaining units.

Accounting Policies

GASB 34. The City's financial statements are prepared in conformity with generally accepted accounting principles in the United States ("GAAP") as prescribed by the Governmental Accounting Standards Board ("GASB"). The City has implemented the financial reporting model required by GASB Statement No. 34, Basic Financial Statements — and Management's Discussion and Analysis — for State and Local Governments. The City follows the "business-type activities" reporting requirements of GASB-34 that provides a comprehensive one-column look at the City's financial activities. The Statement of Net Position and the Statement of Activities provide information about the City's activities and present both a short-term and a long-term view of the City's finances. The City's financial statement reports that the most important feature of these statements is that they report the City's activities in a way that will help assess whether the City is "better or worse off" financially as a result of the previous year's activities. They are prepared using the accrual basis of accounting, which reports the current year's revenues and expenses regardless of when cash changes hands.

Fund Accounting. The City, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All of the funds of the City can be divided into two categories: governmental funds and proprietary funds. The fund financial statements provide detailed information using the modified accrual accounting method for the City's funds. Fund accounting provides a short-term view of the City's operations.

- (1) Governmental Funds. The City maintains three major funds: General Fund, the Debt Service Fund and the Capital Projects Fund.
- (2) Proprietary Funds. The City maintains one type of proprietary fund, which is an enterprise fund that accounts for the City's business-like activities such as water and wastewater.

Independent Audit Requirement

The City's financial statement audits for the fiscal years ended September 30, 2019 through 2022 were performed by Workman & Company CPAs. The audit reports indicate the financial statements fairly present, in all material respects, the City's financial condition and are in conformance with GAAP. The audited financial statements of the City as of September 30, 2022 are attached to this Official Statement as Appendix C.

Summaries of the City's Net Position and Changes in Net Position follow. The Statement of Net Position and changes in Net Position are in conformance with GASB-34.

**Governmental Activities
Statement of Net Position
(As of September 30, 2023)**

	2023 Unaudited	2022 Audited	2021 Audited	2020 Audited	2019 Audited
Assets					
Cash and Deposits	\$ -	\$ 3,126,909	\$ 5,025,492	\$ 4,063,741	\$ 3,501,522
Investments		3,000,400	-	-	-
Accounts Receivable	-	627,385	331,837	223,735	286,638
Taxes Receivable	-	30,084	42,087	46,150	28,585
Due from Other Governments	-	607,791	604,723	377,359	355,706
Inventory	-	-	-	-	-
Restricted Cash, Deposits and Investments	-	3,147,616	1,473,676	521,039	637,365
Totals	-	10,540,185	7,477,815	5,232,024	4,809,816
Capital Assets:					
Land, Easements and Water Rights	-	3,117,021	3,117,021	2,651,021	2,651,021
Construction in progress	-	352,097	-	33,860	680,681
Infrastructure	-	13,971,917	13,919,556	13,331,738	12,131,709
Buildings and Improvements	-	4,726,267	4,711,970	3,490,436	3,479,337
Equipment and Vehicles	-	5,578,611	5,245,428	5,229,638	5,066,864
	-	27,745,913	26,993,975	24,736,693	24,009,612
Accumulated Depreciation	-	(9,406,111)	(8,712,016)	(8,063,727)	(7,401,715)
Total Capital Assets	-	18,339,802	18,281,959	16,672,966	16,607,897
Total Assets	-	28,879,987	25,759,774	21,904,990	21,417,713
Deferred Outflows of Resources					
Net Pension Asset		-	48,407	-	-
Deferred Outflows from Pension Activity	-	1,261,588	626,975	302,620	110,893
Liabilities					
Accounts Payable	-	1,074,374	1,018,473	913,074	1,119,628
Accrued Payroll and Benefits Payable	-	78,031	74,221	203,585	99,623
Accrued Interest Payable	-	-	-	-	-
Surety and Security Bonds Payable	-	529,093	646,539	155,772	152,179
Long-term Liabilities:					
Portion due or payable within one year:					
Bonds Payable	-	-	-	-	385,000
Portion due or payable after one year:					
Bonds Payable	-	-	-	-	-
Unamortized Bond Premium	-	-	-	-	2,484
Compensated Absences	-	210,049	191,010	183,284	191,558
Net Pension Liability	-	2,507,722	-	1,443,275	931,032
Total Liabilities	-	4,399,269	1,930,243	2,898,990	2,881,504
Deferred Inflows of Resources					
Deferred Inflows from Pension Activity	-	11,193	1,548,575	47,129	342,267
Net Position					
Invested in Capital Assets - net of related debt	-	18,339,802	18,281,959	16,672,966	16,220,413
Restricted For:					
Debt Service	-	-	-	-	-
Other Purposes	-	3,147,616	1,473,676	521,039	637,365
Unrestricted	-	4,243,695	3,200,703	2,067,386	1,447,057
Total Net Position	\$ -	\$ 25,731,113	\$ 22,956,338	\$ 19,261,391	\$ 18,304,835

Source: Audited financials of the City for the indicated years.

**Governmental Activities
Changes in Net Position
(As of September 30, 2023)**

	2023 Unaudited	2022 Audited	2021 Audited	2020 Audited	2019 Audited
Revenues					
Program revenues					
Fees, Fines and Charges for Services	\$ -	\$ 1,425,399	\$ 893,893	\$ 498,044	\$ 654,931
Capital grants and contributions		1,130,426	1,644,382	647,869	668,593
General revenues:					
Property taxes		2,941,440	2,810,902	3,107,945	2,988,742
Local Option Sales taxes		941,877	829,172	525,875	702,059
Franchises, licenses, permits		1,549,443	1,319,061	850,829	690,881
State of Idaho Revenue Sharing		970,215	832,845	659,441	536,879
State of Idaho sales tax		-	10,763	148,111	178,930
State of Idaho liquor receipts		322,858	312,068	247,338	215,355
State highway user collections		644,436	524,877	399,491	402,135
Penalty and interest on property taxes		13,335	11,368	7,927	19,319
County court fines		74,083	66,202	67,956	54,355
Earnings on investments		42,869	15,812	65,905	98,324
Miscellaneous		4,497	8,122	50,729	35,254
Premium earned on Bond Refinancing				2,484	4,969
Gain (Loss) on Pension Activities		(384,133)	314,691	(25,477)	(202,386)
Gain (Loss) on Sale of Assets		-	593,000	-	(4,403)
Total revenues	-	9,676,745	10,187,158	7,254,467	7,043,937
Expenses					
General government		1,348,875	1,406,823	1,126,218	1,174,481
Public safety		2,225,104	1,940,969	2,096,820	2,114,291
Streets		1,473,477	1,588,829	1,404,211	1,363,389
Parks and recreation		449,159	317,736	380,596	407,180
Library		711,255	589,565	616,104	596,877
Interest on long-term debt		5	-	11,950	23,200
Unallocated Depreciation		694,095	648,289	662,012	549,910
Total expenses	-	6,901,970	6,492,211	6,297,911	6,229,328
Change in net position	\$ -	\$ 2,774,775	\$ 3,694,947	\$ 956,556	\$ 814,609

Source: Audited financials of the City for the indicated years.

Investment Policy

The City has formally adopted investment guidelines for all funds under the jurisdiction of the City as authorized by Section 57-127, Idaho Code. Authorized investment instruments include only those specifically denoted by Section 50-1013, Idaho Code.

The investment policy, which has been adopted by the City Council, is generally governed by the “prudent person” rule. The City has adopted investment objectives including the primary objective to safeguard government funds, preserving safety of capital while at the same time providing for adequate liquidity and income to meet daily expenditure needs. The City’s individual holdings within the portfolio are monitored daily and investments are constantly reviewed and diversified as to type of security, maturity, duration, and source to maintain a balanced portfolio.

Risk Management

The City purchases insurance from the Idaho Counties Reciprocal Management Program (“ICRMP”). ICRMP is an insurance pool which serves all public entities in Idaho through provision of property, general liability (employee torts), auto liability and physical damages, and public officials’ insurance. The City also participates in the Idaho State Insurance Fund, which is a statewide program providing coverage for workers’ compensation claims. The premiums are budgeted directly through each department.

Pension System

All benefit eligible employees may enroll in the State’s Public Employees’ Retirement System of Idaho (“PERSI”) Base Plan.

PERSI. The City’s classified employees, including those hired prior to July 1, 1990, are covered under PERSI. Additionally, new staff who are vested in PERSI have the option of remaining in or returning to PERSI with written affirmation of this decision within 60 days of employment. PERSI is the administrator of a multiple-employer cost-sharing defined benefit public employee retirement system. A retirement board (the “PERSI Board”), appointed by the governor and confirmed by the State Senate, manages the system, including selecting investment managers to direct the investment, exchange and liquidation of assets in the managed accounts and establishing policy for asset allocation and other investment guidelines. The PERSI Board is charged with the fiduciary responsibility of administering the system.

PERSI is the administrator of seven fiduciary funds, including three defined benefit retirement plans, the Public Employee Retirement Fund Base Plan (“PERSI Base Plan”), the Firefighters’ Retirement Fund and the Judges’ Retirement Fund; two defined contribution plans, the Public Employee Retirement Fund Choice Plans 414(k) and 401(k); and two Sick Leave Insurance Reserve Trust Funds, one for State employers and one for school district employers.

PERSI membership is automatic for eligible City employees, which consist of employees who work 20 or more hours per week for five consecutive months. Membership is mandatory for State agency and local school district employees, and membership by contract is permitted for participating political subdivisions such as cities and counties. As of June 30, 2022, PERSI had 74,409 active members, 50,203 inactive members (of whom 15,489 are entitled to vested benefits), and 53,190 retired members or annuitants. In addition, as of June 30, 2022, there were 840 participating employers in the PERSI Base Plan and total membership in PERSI was 170,172.

The Net Position for all pension and other funds administered by PERSI decreased \$2.8 billion during Fiscal Year 2022 and increased \$5 billion during Fiscal Year 2021. The change in the defined benefit plans reflects the total of contributions received and an investment return less benefits paid and administrative expenses. All of the plans experienced investment losses in Fiscal Year 2022 as a result of negative market performance. Net investment income (loss) for all of the funds administered by PERSI for the Fiscal Year 2022 and Fiscal Year 2021 was \$(2.4) billion and \$5.3 billion, respectively.

Based on the July 1, 2022 actuarial valuation, PERSI’s unfunded actuarial accrued liability increased by \$3,435.4 million due to an asset loss recognized as of July 1, 2022. Specifically, PERSI’s assets earned a net return after expenses of negative 9.66%, which is 15.96% below the actuarial assumption of 6.30%. All other actuarial experience gains and losses increased the unfunded actuarial accrued liability (“UAAL”) by \$407.1 million. Thus, the total experience loss for Fiscal Year 2022 was \$3,842.5 million. The UAAL increased by \$275.4 million due to the March 1, 2022 discretionary COLA of 2.5%. In addition, the UAAL decreased by \$89.7 million because expected contributions plus assumed investment returns were more than the normal cost and the interest on the UAAL. All of this resulted in a change in funding status from an 99.8% funding ratio on July 1, 2021 to 82.6% on June 30, 2022. The funding ratio is the ratio of the actuarial value of the assets over the value of the actuarial accrued liability. The higher the funding ratio, the better the plan is funded.

Annual actuarial valuations for PERSI are provided by the private actuarial firm of Milliman, which has provided the actuarial valuations for PERSI since PERSI’s inception. As a result of the statutory requirement that the amortization period for the UAAL be 25 years or less, the PERSI Board must annually analyze

contribution rates. The current contribution rates, as listed below, are adequate to amortize the normal cost and UAAL balance over the required 25-year period.

Contribution Rates

<u>Member</u>		<u>Employer</u>	
<u>General/ Teacher</u>	<u>Fire/ Police</u>	<u>General/ Teacher</u>	<u>Fire/ Police</u>
7.16%	9.13%	11.94%	12.28%

Source: Financial Statements June 30, 2022 Public Employee Retirement System of Idaho

The most recent major experience study, completed in August 2021, covered the period July 1, 2015 through June 30, 2020, which reviewed all economic and demographic assumptions, including mortality.

The City’s required and paid contributions to PERSI for Fiscal Year 2021 and Fiscal Year 2022 were \$382,559 and \$441,362 respectively. Contribution requirements of PERSI and its members are established by the PERSI Board within limitations, as defined by state law.

Under Governmental Accounting Standards Board (“GASB”) Statement No. 68, The City is required to record a liability and expense equal to its proportionate share of the collective net pension liability and expense of PERSI. The City recorded a net pension liability/(asset) as of June 30, 2021 of \$(67,477) and \$3,546,083 as of June 30, 2022, representing its proportionate share of liability under PERSI, which was 0.090% in Fiscal Year 2022.

PERSI issues a publicly available financial report that includes financial statements and required supplementary information. That report may be obtained at, www.persi.idaho.gov (which website is provided purely for convenience and is not incorporated or made a part of this Official Statement by this reference). Much of the information in this section comes from the PERSI Financial Statements, June 30, 2022, and therefore the information is from a source not within the City’s control.

For additional information concerning The City's pension benefits, see Schedule of Employer’s Share of Net Pension Liability in “Appendix C – Financial Statements.”

Other Post-employment Benefits

The City does not participate in any additional post-employment benefit plans or provide other post-employment benefits for City employees.

DEMOGRAPHIC INFORMATION

Blaine County, Idaho the county in which the City sits and is the county seat of, is located in central Idaho in the Wood River Valley. The City is located on State Highway 75 approximately 140 miles east of the City of Boise and 69 miles north of the City of Twin Falls. State Highway 75 running through the city spans approximately 170 miles, offering access to a wide range of recreational opportunities in cities such as Ketchum, Sun Valley and the City, and continuing into the Sawtooth Mountains.

Historic population for the County, City and State follows:

Population

Year	City of Hailey	Blaine County	State of Idaho
2022	9,644	24,866	1,939,033
2021	9,511	23,767	1,904,314
2020	9,203	23,342	1,839,092
2019	8,689	23,021	1,787,065
2018	8,568	22,771	1,750,536

Local Economy, Industry and Employment

The City's local economy is heavily tied to the nearby resort cities of Sun Valley and Ketchum. The Sun Valley Ski Resort opened in 1936, spurring tourism in the surrounding areas, including the City. Employees at the Sun Valley Resort primarily reside in the City.

Blaine County Major Employers, 2022

Company	Industry	Employment Range
Sun Valley Resort	Leisure and Hospitality	500 - 999
Blaine County School District	Education	500 - 999
Atkinsons' Market	Retail Sales	100 - 249
Power Engineers	Professional, Scientific and Technical Services	100 - 249
Blaine County	Public Administration	100 - 249
Albertsons	Retail Trade	100 - 249
Sun Valley Community School	Educational Services	100 - 249
Idaho Virtual Academy	Educational Services	100 - 249
Webb Landscape	Administrative and Support and Waste Management and Remediation Services	100 - 249
Zenergy Sun Valley	Arts, Entertainment, and Recreation	100 - 249

Source: Idaho Department of Labor - Quarterly Census of Employment Wages (QCEW)

Note: Only employers that have given the Department permission to release employment range data are listed.

**State of Idaho and Blaine County
Total Personal and Per Capita Income**

Year	Blaine County		State of Idaho	
	Total Personal Income (\$ in Millions)	Per Capita Income	Total Personal Income (\$ in Millions)	Per Capita Income
2022 ⁽¹⁾	--	--	\$ 105,748	\$ 54,537
2021	\$ 3,337	\$ 134,722	99,550	52,276
2020	3,114	127,990	91,449	49,453
2019	2,926	122,878	83,032	45,928
2018	2,536	108,169	76,435	43,217
2017	2,532	102,211	71,888	41,457

Source: U.S. Bureau of Economic Analysis; County data last updated November 16, 2022, State data last updated March 31, 2023 (preliminary data for 2022).

(1) County data for 2022 not available.

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Blaine County Labor Force and Employment Trends – (2020-2022)

	Annual Average		
	2020	2021	2022
Civilian Labor Force	12,868	12,909	13,257
Unemployed	1,023	458	332
Unemployment Rate	7.9%	0	2.5%
	Annual Average		
<i>By Place of Work</i>	2020	2021	2022
All Industry Covered Jobs	12,079	12,959	13,691
Total Private	10,831	11,715	12,263
Goods Producing (Including Gov.)	2,256	2,582	2,844
Service Producing (Including Gov.)	9,823	10,377	10,847
Private Service Producing	8,575	9,133	9,419
Natural Resources	103	146	137
Utilities	22	22	21
Construction	1,799	2,057	2,323
Manufacturing	354	379	384
Wholesale Trade	203	192	194
Retail Trade	1,452	1,575	1,552
Transportation and Warehousing	164	184	197
Information	187	205	252
Finance and Insurance	294	324	320
Real Estate and Rental and Leasing	351	392	388
Professional, Scientific, and Technical Services	693	727	796
Management of Companies and Enterprises	50	57	53
Administrative and Support and Waste Management and Remediation Services	715	758	750
Educational Services	226	245	270
Healthcare and Social Services	906	934	974
Arts, Entertainment, and Recreation	470	450	478
Accommodation and Food Services	2,329	2,503	2,614
Other Services	513	565	560
Government, All	1,248	1,244	1,428
Federal	106	97	88
State	36	32	37
Local	1,106	1,115	1,303

Source: *Quarterly Census of Employment & Wages, Idaho Department of Labor, Communication and Research Division, as of _____ 2022.*

**City of Hailey
Construction Building Permits**

NEW CONSTRUCTION:	<u>Valuation</u>	<u>Units</u>	<u>Number of Permits</u>
Town House	\$ _____		36
Single-Family		132	132
Multi-Family			
Garage/Carport			
Duplex			
Commercial			
ALTERATION:			
Town House	\$ _____		
Site Development			
Single-Family			
Multi-Family			
Moving Permit			
Mobile/Modular			
Garage/Carport			
Duplex			
Demolition		-	
Commercial		-	
TOTAL:	\$59,282,031		223

Source: The City [HTEH to discuss with City based on their response.]

Higher Education

Being located in central Idaho, the City is located some distance from the State’s higher education institutions. The nearest institution is the College of Southern Idaho, located approximately 69 miles south in the City of Twin Falls. Additionally, two university extensions for the University of Idaho and College of Southern Idaho are located within the City, providing classes and training to residents.

Transportation

The City jointly owns a public-use airport with the County named the Friedman Memorial Airport, which is operated by the Friedman Memorial Airport Authority pursuant to a joint powers agreement between the City and the County, and serves as the airport for the nearby resort of Sun Valley. The City is located on State Highway 75 which runs through central Idaho and the Sawtooth Valley along the Big Wood and Salmon Rivers and is one of the State’s scenic byways.

LEGISLATIVE REFERRALS

Legislative referrals are proposed laws that originate from the Legislature to be voted on by the people. In Idaho, both houses of the Legislature must vote, and referrals must pass by two-thirds of each house member to refer a statute or constitutional amendment for a popular vote. Such referrals cannot be vetoed by the governor. According to the Elections Division of the Idaho Secretary of State, there are no current proposed Legislative referrals.

THE INITIATIVE PROCESS

Article I, Section 3 of the Idaho Constitution provides that the people of the State have reserved to themselves the power of initiative and referendum, pursuant to which measures to enact or repeal laws can be placed on the statewide general election ballot in even-numbered year for consideration by the voters. The initiative and

referendum powers relate only to laws; the Idaho Supreme Court has ruled that the Idaho Constitution cannot be amended by initiative or referendum.

In 1997, the Idaho Legislature enacted significant procedural pre-requisites including signature distribution requirements, to qualify an initiative or referendum measure for submittal to the electors. Any person may file a proposed measure with the signatures of 20 qualified electors of the State with the Idaho Secretary of State's office. The Idaho Attorney General is required by law to review and make recommendations (if any) on the petition to the petitioner before issuing a certificate of review to the Secretary of State. The petitioner then, within 15 working days, files the measure with the Secretary of State for assignment of a ballot title and submittal to the Attorney General. The Attorney General, within 10 working days thereafter, shall provide a ballot title for the measure. Any elector that submitted written comments who is dissatisfied with the ballot title certified by the Attorney General may petition the Idaho Supreme Court seeking a revision of the certified ballot title.

Once the ballot title has been certified and the form of the petition has been approved by the Secretary of State, the proponents of the measure will print the petition and, during an 18 month circulation period or until April 30 in an election year, whichever occurs first, may start gathering the petition signatures necessary to place the proposed measure on the ballot.

Prior to 2021, to be placed on a general election ballot, the proponents must submit, not less than four months prior to the election, to the Secretary of State petitions signed by a number of qualified voters equal to at least 6% of the qualified electors in a majority of the State's 35 legislative districts, and the total number of signatures must be 6% of the total registered voters of the State, which is approximately 65,000 qualified voters. The 2021 Legislature adopted legislation changing this requirement to provide that petitions must be signed by a number of qualified voters equal to at least 6% of the qualified electors in all of the State's 35 legislative districts. On August 23, 2021, the Idaho Supreme Court struck down the 2021 Legislation as violative of the Idaho Constitution's provisions for initiatives and referenda. The effect of the Court's action is that the law reverts to its former form of requiring signatures of 6% of the qualified electors in 18 of the States' 35 legislative districts, and 6% of the total registered voters of the State.

Proponents of measures are permitted to compensate persons obtaining signatures for the petition, but in such instances the petition must contain a notice of such payment to the elector whose signature is being sought.

Historical Initiative Petitions

According to the Elections Division of the Idaho Secretary of State, there were four initiative petitions and three referendums that qualified for the ballot between 2006 and 2020.

TAX MATTERS

The Series 2023 Bonds

In the opinion of Hawley Troxell Ennis & Hawley LLP, assuming continuous compliance with certain covenants described below, (i) interest on the Series 2023 Bonds is excluded from gross income under federal income tax laws pursuant to Section 103 of the Tax Code; (ii) interest on the Series 2023 Bonds is excluded from alternative minimum taxable income as defined in Section 55(b) of the Tax Code; however, to the extent such interest is included in calculating the "adjusted financial statement income" of "applicable corporations" (as defined in Sections 56A and 59(k), respectively, of the Tax Code), such interest is subject to the alternative minimum tax applicable to those corporations under Section 55(b) of the Tax Code for tax years beginning after December 31, 2022; and (iii) interest on the Series 2023 Bonds is excluded from gross income for purposes of income taxation by the State of Idaho. For purposes of this paragraph and the succeeding discussion, "interest" includes the original issue discount on certain of the Series 2023 Bonds only to the extent such original issue discount is accrued as described herein.

The Tax Code imposes several requirements which must be met with respect to the Series 2023 Bonds in order for the interest thereon to be excluded from gross income and alternative minimum taxable income. Certain of these requirements must be met on a continuous basis throughout the term of the Series 2023 Bonds. These requirements include: (a) limitations as to the use of proceeds of the Series 2023 Bonds; (b) limitations on the

extent to which proceeds of the Series 2023 Bonds may be invested in higher yielding investments; and (c) a provision, subject to certain limited exceptions, that requires all investment earnings on the proceeds of the Series 2023 Bonds above the yield on the Series 2023 Bonds to be paid to the United States Treasury. The Issuer covenants and represents in the Bond Resolution that it will not take any action or omit to take any action with respect to the Series 2023 Bonds, the proceeds thereof, any other funds of the Issuer or any facilities financed with the proceeds of the Series 2023 Bonds if such action or omission (i) would cause the interest on the Series 2023 Bonds to lose its exclusion from gross income for federal income tax purposes under Section 103 of the Tax Code, (ii) would cause interest on the Series 2023 Bonds to lose its exclusion from alternative minimum taxable income as defined in Section 55(b) of the Tax Code. Bond Counsel's opinion as to the exclusion of interest on the Series 2023 Bonds from gross income and alternative minimum taxable income is rendered in reliance on these covenants and assumes continuous compliance therewith. The failure or inability of the Issuer to comply with these requirements could cause the interest on the Series 2023 Bonds to be included in gross income, alternative minimum taxable income or both from the date of issuance. Bond Counsel's opinion also is rendered in reliance upon certifications of the Issuer and other certifications furnished to Bond Counsel. Bond Counsel has not undertaken to verify such certifications by independent investigation.

Section 55 of the Tax Code contains a 15% alternative minimum tax on the "adjusted financial statement income" of "applicable corporations" (as those terms are defined in Sections 56A and 59(k), respectively, of the Tax Code). "Applicable corporations" are generally corporations with average annual adjusted financial statement income over a three year period of \$1 billion or more. "Adjusted financial statement income" generally means the net income or loss of a corporation (including interest on the Series 2023 Bonds) as set forth on the corporation's applicable financial statement, adjusted as provided in Section 56A of the Tax Code. This 15% alternative minimum tax is applicable for tax years beginning after December 31, 2022. Corporations should consult their tax advisors about whether the corporation is an "applicable corporation" and if the corporation is such an applicable corporation, about the calculation of "adjusted financial statement income" and the alternative minimum tax for the corporation.

[With respect to the Series 2023 Bonds that were sold in the initial offering at a discount (the "Discount Bonds"), the difference between the stated redemption price of the Discount Bonds at maturity and the initial offering price of those bonds to the public (as defined in Section 1273 of the Tax Code) will be treated as "original issue discount" for federal income tax purposes and will, to the extent accrued as described below, constitute interest which is excluded from gross income or alternative minimum taxable income under the conditions described in the preceding paragraphs. The original issue discount on the Discount Bonds is treated as accruing over the respective terms of such Discount Bonds on the basis of a constant interest rate compounded at the end of each six-month period (or shorter period from the date of original issue) ending on January 1 and July 1 with straight line interpolation between compounding dates. The amount of original issue discount accruing each period (calculated as described in the preceding sentence) constitutes interest which is excluded from gross income or alternative minimum taxable income under the conditions and subject to the exceptions described in the preceding paragraphs and will be added to the owner's basis in the Discount Bonds. Such adjusted basis will be used to determine taxable gain or loss upon disposition of the Discount Bonds (including sale or payment at maturity). Owners should consult their own tax advisors with respect to the tax consequences of the ownership of the Discount Bonds.

Original issue discount may be included in "adjusted financial statement income" of "applicable corporations" for the purpose of the corporate alternative minimum tax imposed under Section 55(b) of the Tax Code for taxable years beginning after December 31, 2022. For this purpose, accrued original issue discount on the Discount Bonds may be deemed to be received and included in adjusted financial statement income in the year of accrual even though there will not be a corresponding cash payment. Applicable corporations should consult their tax advisors with respect to the appropriate timing and amount of original issue discount to include in "adjusted financial statement income" in any particular tax year beginning after December 31, 2022.

Owners who purchase Discount Bonds after the initial offering or who purchase Discount Bonds in the initial offering at a price other than the initial offering price (as defined in Section 1273 of the Tax Code) should consult their own tax advisors with respect to the federal tax consequences of the ownership of the Discount Bonds. Owners who are subject to state or local income taxation should consult their tax advisor with respect to the state and local income tax consequences of ownership of the Discount Bonds. It is possible that, under the applicable provisions governing determination of state and local taxes, accrued original issue discount on the

Discount Bonds may be deemed to be received in the year of accrual even though there will not be a corresponding cash payment.]

The Tax Code contains numerous provisions which may affect an investor's decision to purchase the Series 2023 Bonds. Owners of the Series 2023 Bonds should be aware that the ownership of tax-exempt obligations by particular persons and entities, including, without limitation, financial institutions, insurance companies, recipients of Social Security or Railroad Retirement benefits, taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry tax-exempt obligations, foreign corporations doing business in the United States and certain "subchapter S" corporations may result in adverse federal and state tax consequences. Under Section 3406 of the Tax Code, backup withholding may be imposed on payments on the Series 2023 Bonds made to any owner who fails to provide certain required information, including an accurate taxpayer identification number, to certain persons required to collect such information pursuant to the Tax Code. Backup withholding may also be applied if the owner underreports "reportable payments" (including interest and dividends) as defined in Section 3406, or fails to provide a certificate that the owner is not subject to backup withholding in circumstances where such a certificate is required by the Tax Code. Certain of the Series 2023 Bonds were sold at a premium, representing a difference between the original offering price of those Bonds and the principal amount thereof payable at maturity. Under certain circumstances, an initial owner of such bonds (if any) may realize a taxable gain upon their disposition, even though such bonds are sold or redeemed for an amount equal to the owner's acquisition cost. Bond Counsel's opinion relates only to the exclusion of interest (and, to the extent described above for the Discount Bonds, original issue discount) on the Series 2023 Bonds from gross income and alternative minimum taxable income as described above and will state that no opinion is expressed regarding other federal tax consequences arising from the receipt or accrual of interest on or ownership of the Series 2023 Bonds. Owners of the Series 2023 Bonds should consult their own tax advisors as to the applicability of these consequences.

The opinions expressed by Bond Counsel are based on existing law as of the delivery date of the Series 2023 Bonds. No opinion is expressed as of any subsequent date nor is any opinion expressed with respect to pending or proposed legislation. Amendments to the federal or state tax laws may be pending now or could be proposed in the future that, if enacted into law, could adversely affect the value of the Series 2023 Bonds, the exclusion of interest (and, to the extent described above for the Discount Bonds, original issue discount) on the Series 2023 Bonds from gross income or alternative minimum taxable income or both from the date of issuance of the Series 2023 Bonds or any other date, the tax value of that exclusion for different classes of taxpayers from time to time, or that could result in other adverse tax consequences. In addition, future court actions or regulatory decisions could affect the tax treatment or market value of the Series 2023 Bonds. Owners of the Series 2023 Bonds are advised to consult with their own tax advisors with respect to such matters.

The Internal Revenue Service (the "Service") has an ongoing program of auditing tax-exempt obligations to determine whether, in the view of the Service, interest on such tax-exempt obligations is includable in the gross income of the owners thereof for federal income tax purposes. No assurances can be given as to whether or not the Service will commence an audit of the Series 2023 Bonds. If an audit is commenced, the market value of the Series 2023 Bonds may be adversely affected. Under current audit procedures the Service will treat the Issuer as the taxpayer and the Bond owners may have no right to participate in such procedures. The Issuer has covenanted in the Bond Resolution not to take any action that would cause the interest on the Series 2023 Bonds to lose its exclusion from gross income for federal income tax purposes or lose its exclusion from alternative minimum taxable income for the owners thereof for federal income tax purposes. None of the Issuer, the Financial Advisors, the Initial Purchaser, Bond Counsel or Special Counsel is responsible for paying or reimbursing any Bond holder with respect to any audit or litigation costs relating to the Series 2023 Bonds.

Qualified Tax-Exempt Obligations

The City intends to designate the Bonds as "qualified tax-exempt obligations" pursuant to the small issuer exception provided by Section 265(b)(3) of the Tax Code, which affords banks and thrift institutions purchasing the Bonds more favorable treatment of their deduction for interest expense than would otherwise be allowed under Section 265(b)(2) of the Tax Code for taxable years of such financial institutions ending after December 31, 1986.

LEGAL MATTERS

Opinions of Bond Counsel

Legal matters incident to the authorization, issuance and sale of the Series 2023 Bonds by the City are subject to the approving legal opinion of Bond Counsel, substantially in the form attached hereto as Appendix A. Bond Counsel has reviewed this document only to confirm that the portions of it describing the Series 2023 Bonds and the authority to issue the Series 2023 Bonds, the security for the Series 2023 Bonds and tax matters relative to the Series 2023 Bonds present a fair summary of such matters.

Litigation

To the best of the City's knowledge there is no litigation pending questioning the validity of the Series 2023 Bonds or the power and authority of the City to issue the Series 2023 Bonds. To the best of the City's knowledge there is no litigation pending which would materially affect the finances of the City or affect the City's ability to meet debt service requirements on the Series 2023 Bonds.

Laws Relating to Municipal Reorganization

Idaho Code Section 67-3903 permits cities, as taxing districts of the State of Idaho, to file a petition for federal bankruptcy relief, in accordance with Title IX of the United States Bankruptcy Code (the "Bankruptcy Code"). Prior to filing such petition, the taxing district is required to adopt a Bond Ordinance authorizing the filing. The statute authorizes the taxing district to take any of the following actions to consummate a plan of readjustment pursuant to its bankruptcy proceedings, including cancellation and remission of moneys payable under bonds, warrants or other obligations issued by the City; issuance of refunding bonds on certain conditions, adoption of necessary ordinances, assessment, levy and collection of taxes to enforce collections necessary pursuant to the plan of readjustment, cancellation and reduction of taxes or special assessments for bonds refunded under the plan as a result of reduction in debt service accomplished by such refunding and to take any other actions necessary for accomplishment of the plan. Prior to refunding bonds or levying any taxes or special assessments, the taxing district is required to provide notice and hold a hearing prior to the adoption of the plan for readjustment requiring such actions.

Enforcement of Remedies

The remedies available to the Beneficial Owners of the Series 2023 Bonds in the case of an event of default under the Bond Ordinance are subject to the exercise of judicial discretion under existing constitutional and statutory law and judicial decisions, including specifically the Bankruptcy Code. The opinion of Bond Counsel to be delivered concurrently with delivery of the Series 2023 Bonds will be qualified as to enforceability of payment of the Series 2023 Bonds by limitations imposed by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights generally, by equitable principles and other legal limitations.

Bankruptcy proceedings, if initiated by the City, could have an adverse effect on Beneficial Owners of the Series 2023 Bonds, including but not limited to delay in the enforcement of their remedies, subordination of their claims, and the imposition of a plan of reorganization reducing or delaying payment of the Series 2023 Bonds.

CONTINUING DISCLOSURE

Continuing Disclosure Undertaking

The City will enter into a Continuing Disclosure Undertaking (the "Undertaking") for the benefit of the beneficial owners of the Series 2023 Bonds to send certain information annually and to provide notice of certain events to certain information repositories pursuant to the requirements of Section (b)(5) of Rule 15c2-12 (the "Rule") adopted by the Securities and Exchange Commission (the "Commission") under the Securities Exchange Act of 1934. The proposed form of the Undertaking is set forth in "Appendix E—Continuing Disclosure Undertaking," attached hereto.

A failure by the City to comply with the Undertaking will not constitute a default under the Bond Ordinance and beneficial owners of the Series 2023 Bonds are limited to the remedies described in the Undertaking. A

failure by the City to comply with the Undertaking must be reported in accordance with the Rule and must be considered by any broker, dealer, or municipal securities dealer before recommending the purchase or sale of the Series 2023 Bonds in the secondary market. Consequently, such a failure may adversely affect the transferability and liquidity of the Series 2023 Bonds and their market price.

Current Compliance

The City does not have any current Undertakings and therefore has not been required to provide any financial information to the marketplace during the last 5 years pursuant to the Rule. The City has been required to provide annual financial statements and other operating data to the Idaho Bond Bank Authority pursuant to the loan agreement related to the Series 2014 Bond. In connection with that requirement, the City has timely provided such information for the last five years. **[HTEH to confirm with due diligence]**

RATING

As noted on the cover page of this Official Statement, the City has received a rating for the Series 2023 Bonds from S&P of “__.” The rating reflects only the view of the rating agency and an explanation of the significance of the rating may be obtained from the rating agency. There is no assurance that the rating will be retained for any given period of time or that the rating will not be revised downward or withdrawn entirely by the rating agency if, in its judgment, circumstances so warrant. Any such downward revision or withdrawal of the rating will be likely to have an adverse effect on the market price of the Series 2023 Bonds.

MUNICIPAL ADVISOR

The City has utilized the services of Piper Sandler & Co. as municipal advisor to the City (the “Municipal Advisor”). The City has entered into an agreement with the Municipal Advisor whereby the Municipal Advisor provides financial recommendations and guidance to the City with respect to preparation for sale of the Series 2023 Bonds, timing of sale, bond market conditions, costs of issuance and other factors related to the sale of the Series 2023 Bonds. The Municipal Advisor has read and participated in the drafting of certain portions of this Preliminary Official Statement. The Municipal Advisor has not audited, authenticated or otherwise verified the information set forth in this Preliminary Official Statement, or any other related information available to the City, with respect to accuracy and completeness of disclosure of such information, and the Municipal Advisor makes no guaranty, warranty or other representation respecting accuracy and completeness of this Preliminary Official Statement or any other matter related to this Preliminary Official Statement.

UNDERWRITING

The Series 2023 Bonds are being purchased by the Underwriter at an aggregate price of \$_____, which represents the principal amount of the Series 2023 Bonds plus a premium of \$_____ and less an underwriter's discount of \$_____. After the initial public offering, the public offering prices may be varied from time to time.

The Bond Purchase Contract provides that the Underwriter will purchase all of the Series 2023 Bonds if any are purchased, and that the obligation of the Underwriter to accept and pay for the Series 2023 Bonds is subject to certain terms and conditions set forth therein, including the approval by counsel of certain legal matters. After the initial public offering, the public offering prices may be varied from time to time.

OTHER BOND INFORMATION

All estimates, assumptions, statistical information and other statements contained herein, while taken from sources considered reliable, are not guaranteed by the City. So far as any statement herein includes matters of opinion, or estimates of future expenses and income, whether or not expressly so stated, they are intended merely as such and not as representations of fact.

The information contained herein should not be construed as representing all conditions affecting the City or the Series 2023 Bonds. Additional information may be obtained from the City. The statements relating to the Bond Ordinance are in summarized form, and in all respects are subject to and qualified in their entirety by express reference to the provisions of such document in its complete form.

The agreements of the City are set forth in such documents, and the information assembled herein to be construed as a contract with Owners of the Series 2023 Bonds. Information with respect to the City set forth in this Official Statement has been supplied by the City, and the Underwriter has relied on the City with respect to the accuracy and sufficiency of such information.

At the time of delivery of the Series 2023 Bonds, one or more officials of the City will furnish a certificate stating that to the best of his or her knowledge, this Official Statement, as of its date and as of the date of delivery of the Series 2023 Bonds does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained herein, in light of the circumstances under which they were made, misleading.

Statements in this Official Statement, including matters of opinion, whether or not expressly so stated, are intended as such and not as representation of fact. This Official Statement is not to be construed as a contract or agreement between the City and the purchasers of the Series 2023 Bonds. The preparation and distribution of this Official Statement has been authorized by the City.

CITY OF HAILEY, BLAINE COUNTY, IDAHO

By: _____
City [Treasurer]

Appendix A

Bond Ordinance

Appendix B

Bond Counsel Opinion

Appendix C

Financial Statements

[The City's Auditor has not performed any further review of the City's general purpose financial statements since the date of the audit contained herein.]

Appendix D

Book-Entry Only System

**SAMPLE OFFERING DOCUMENT LANGUAGE
DESCRIBING BOOK-ENTRY-ONLY ISSUANCE**

(Prepared by DTC--bracketed material may apply only to certain issues)

1. The Depository Trust Company (“DTC”), New York, NY, will act as securities depository for the securities (the “Securities”). The Securities will be issued as fully-registered securities registered in the name of Cede & Co. (DTC’s partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Security certificate will be issued for [each issue of] the Securities, [each] in the aggregate principal amount of such issue, and will be deposited with DTC. [If, however, the aggregate principal amount of [any] issue exceeds \$500 million, one certificate will be issued with respect to each \$500 million of principal amount and an additional certificate will be issued with respect to any remaining principal amount of such issue.]

2. DTC, the world’s largest depository, is a limited-purpose trust company organized under the New York Banking Law, a “banking organization” within the meaning of the New York Banking Law, a member of the Federal Reserve System, a “clearing corporation” within the meaning of the New York Uniform Commercial Code, and a “clearing agency” registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 2.2 million issues of U.S. and non-U.S. equity, corporate and municipal debt issues, and money market instrument from over 100 countries that DTC’s participants (“Direct Participants”) deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities through electronic computerized book-entry transfers and pledges between Direct Participants’ accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation (“DTCC”). DTCC, in turn, is owned by a number of Direct Participants of DTC and Members of the National Securities Clearing Corporation, Fixed Income Clearing Corporation, and Emerging Markets Clearing Corporation (NSCC, FICC, and EMCC, also subsidiaries of DTCC), as well as by the New York Stock Exchange, Inc., the American Stock Exchange LLC, and the National Association of Securities Dealers, Inc. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly (“Indirect Participants”). DTC is rated AA+ by Standard & Poor’s. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

3. Purchases of Securities under the DTC system must be made by or through Direct Participants, which will receive a credit for the Securities on DTC’s records. The ownership interest of each actual purchaser of each Security (“Beneficial Owner”) is in turn to be recorded on the Direct and Indirect Participants’ records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Securities are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Securities, except in the event that use of the book-entry system for the Securities is discontinued.

4. To facilitate subsequent transfers, all Securities deposited by Direct Participants with DTC are registered in the name of DTC’s partnership nominee, Cede & Co. or such other name as may be requested by an authorized representative of DTC. The deposit of Securities with DTC and their registration in the name of Cede & Co. or such other nominee do not affect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Securities; DTC’s records reflect only the identity of the Direct Participants to whose accounts such Securities are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

5. Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be

in effect from time to time. [Beneficial Owners of Securities may wish to take certain steps to augment transmission to them of notices of significant events with respect to the Securities, such as redemptions, tenders, defaults, and proposed amendments to the security documents. For example, Beneficial Owners of Securities may wish to ascertain that the nominee holding the Securities for their benefit has agreed to obtain and transmit notices to Beneficial Owners, in the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of the notices be provided directly to them.]

[6. Redemption notices shall be sent to DTC. If less than all of the Securities within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.]

7. Neither DTC nor Cede & Co. (nor such other DTC nominee) will consent or vote with respect to the Securities unless authorized by a Direct Participant in accordance with DTC's Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to Issuer as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Securities are credited on the record date (identified in a listing attached to the Omnibus Proxy).

8. Redemption proceeds, distributions, and dividend payments on the Securities will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts, upon DTC's receipt of funds and corresponding detail information from Issuer or Agent on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC[nor its nominee], Agent, or Issuer, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of Issuer or Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

[9. A Beneficial Owner shall give notice to elect to have its Securities purchased or tendered, through its Participant, to [Tender/Remarketing] Agent, and shall effect delivery of such Securities by causing the Direct Participant to transfer the Participant's interest in the Securities, on DTC's records, to [Tender/Remarketing] Agent. The requirement for physical delivery of Securities in connection with an optional tender or a mandatory purchase will be deemed satisfied when the ownership rights in the Securities are transferred by Direct Participants on DTC's records and followed by a book-entry credit of tendered Securities to [Tender/Remarketing] Agent's DTC account.]

10. DTC may discontinue providing its services as securities depository with respect to the Securities at any time by giving reasonable notice to Issuer or Agent. Under such circumstances, in the event that a successor securities depository is not obtained, Security certificates are required to be printed and delivered.

11. Issuer may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Security certificates will be printed and delivered to DTC.

12. The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that Issuer believes to be reliable, but Issuer takes no responsibility for the accuracy thereof.

[1/08]

Appendix E

Continuing Disclosure Agreement

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 10/23/23 **DEPARTMENT:** Administration **DEPT. HEAD SIGNATURE:** LH

SUBJECT: Public Hearing and consideration of Resolution 2023-___, a resolution establishing a rate increase with Clear Creek Disposal for commercial and residential solid waste/curbside recycle rates based on several key inflationary factors. Residential and Commercial rate increases is proposed at 2.85%.

AUTHORITY: ID Code _____ IAR _____ City Ordinance/Code Ord. 1282;
Resolutions 21-044, 21-045, 22-103

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

As permitted under the governing documents, Clear Creek Disposal is requesting a commercial and residential solid waste/curbside recycle rate increase based on several key inflationary factors:

- \$2 per hour on average increase in labor costs
- \$0.18 increase in fuel costs
- \$72/ton to \$75/ton increase in tipping fees at Milner Butte Landfill

The city-adopted rates include recycling within the base fee.

Attachments to this report:

- 1) [Letter from Clear Creek Disposal requesting rate increase and supporting documentation](#)
- 2) [Ordinance No. 1282 Franchise Agreement \(background only, no changes proposed\)](#)
- 3) [Resolution 2023-___ \(Resolution establishing new rates\)](#)

Background

After months of negotiation and discussion, the City adopted a new Franchise Agreement with Clear Creek Disposal on May 10, 2021 (**Ord. No. 1282**). The Franchise Agreement grants use of city streets and rights of way exclusively to Clear Creek Disposal for a ten (10) year term. The Franchise Agreement creates definitions, creates a grant of franchise and makes solid waste services mandatory within city limits; outlines rights and obligations of the City; duties of residential and commercial customers; annexation provisions. Much discussion took place regarding curbside recycling. The 2021 Franchise Agreement Ordinance provides for continued work to occur in the first year to complete the effort toward development of more recycling programs. See the Recycling section of this report for further updates on this topic.

The City also adopted two resolutions related to the above. **Resolutions 2021-045 and 2022-103** outline the terms of the Franchise Agreement. **Resolution 2021-044** establishes rates for the various types of garbage service outlined in the Franchise Agreement. Both resolutions are attached to this report.

Resolutions 2021-045 and 2022-103: terms of the Franchise Agreement. These resolutions stipulate a list of approved fees, duties and responsibilities of the contractor and the city, franchise fees, data collection. Hailey's responsibilities include billing of customers (included in the municipal utility bill) and payment to Clear Creek. Section 5.c stipulates that Hailey remit fees collected to the contractor on a monthly basis, less 7% retained for billing services and 6% for the exclusive franchise fee. See discussion of Hold-back provision further in this report.

Resolutions 2021-045 and 2022-103 stipulate that the new fees shall be effective within 60 days of any amendment to this agreement.

Request by Clear Creek.

The attached letter dated September 6, 2023, outlines Clear Creeks request for the rate increase. In a nutshell, the rate increase is based on inflationary factors:

- \$2 per hour on average increase in labor costs
- \$0.18 increase in fuel costs
- \$72/ton to \$75/ton increase in tipping fees at Milner Butte Landfill

Staff concurs that inflation is affecting all aspects of service provision in the current economy.

Resolutions 2021-044 and 2022-116. Rates were established in Resolutions 22-144 and modified in Resolution 2022-116, with the rate table shown in the attachment. At the time of adoption, Council wished to encourage migration to smaller carts. Therefore, the rate for smaller carts was pushed lower than initially recommended by Clear Creek, and the rates for medium and larger carts pushed higher. Additionally, the charge for switching cart size was waived for the initial six (6) months to encourage cart migration to small carts. While there was a period of migration of 30 smaller carts in the initial month, these numbers dropped to approx. 5 per month, which was fully offset by similar increases in cart size in the same month. Staff and Clear Creek have concluded that the rate incentives were largely ineffective. While the City retains a goal of encouraging households to move towards smaller carts, in 2022 the council found that the rate increase should be consistent across residential cart size, for simplicity and future tracking of rates and costs.

The attached documents outline how Clear Creek arrived at the rate increase. Staff have reviewed these numbers and are comfortable with the methodology. Clear Creek has proposed that the rate for residential and commercial customers be increased by **2.85%**.

In summary, staff concurs that the rate increase is reasonable given the cost factors outlined by Clear Creek and inflationary issues throughout the economy.

Hold Back Proviso Trust Account

[\(See Public Hearing _____ for proposed Resolution 2023-_____ and amendment.\)](#)

As outlined in the Background section of this report, Section 5.c of Resolution 22-103 stipulates that Hailey remit fees collected to the contractor on a monthly basis, less 7% retained for billing services and 6% for the exclusive franchise fee. Section 5.c(i) outlines a Hold-back provision under which monthly payments to Clear Creek may not exceed \$158,000, with excess collections being held in an interest-bearing trust account ...*to benefit the ratepayers in future rate resetting, including those contemplated, under negotiation, new services.*¹ Staff concurs with Clear Creek that the intent of the Hold-back provision was for new and expanded services, generally related to recycling and NOT for new growth. Clear Creek has been servicing new customers over the last year and absorbing the costs: a total of 46 new residential and 13 new commercial customers since June 1, 2022-present. Adoption of higher rates requires the “ceiling” be increased on this Hold Back Trust Account. Staff and Clear Creek concur that a new maximum monthly payment of \$162,500 is reasonable based on staff review of the contract revenues. Staff concurs that the applicant should be re-imbursed now from this Hold Back Trust Account for costs associated with new growth absorbed during the contract year in the amount of \$126,813, and that Council approve staff to reimburse for the remainder of the period (June

¹ Hailey Resolution 2021-045, Section 5.c(i)

1, 2023, through September 30, 2023) until the new rates are in effect in the amount of \$28,262 for a total of \$155,075.

Regarding the purpose of the Hold Back Proviso, staff questions the effectiveness of this clause, and the fairness of it overall to the rate payers. Staff will bring back a more thorough discussion of this matter in an upcoming meeting.

New Recycling Services Progress Report

Progress has been made over the last two years to explore expanded recycling opportunities in Hailey. This includes:

- 1) **Successful installation of the new Carboard Compactor.** The new compactor was installed by Clear Creek on 2/01/2022. Contamination rate has significantly dropped with the new equipment. The installation of cameras has allowed staff and/or Clear Creek to contact violators (those leaving other than carboard at the site), educate those who cannot figure out the equipment and leave their carboard outside of the compactor and other violations. Clear Creek checks the compactor site daily during the week and on weekends as needed.
- 2) **Regional Sustainability planning, recycling and waste reduction.** Hailey has allocated significant staff participation in the regional sustainability effort, which includes staff assistance and participation in the development of the Circular Economy Task Force goals. This Task Force, which includes Hailey, other jurisdictions, Clear Creek, Winn and other stake holders, has established regional goals for recycling and waste reduction. This will be incorporated into a Regional Sustainability Plan currently underway. The council heard two presentations at the October 10, 2023, Council meeting: an update on future-looking recovery/recycling efforts planned for the Milner Butte landfill and an update on a Blaine County Recycling analysis currently underway. The strongest, most successful recycling efforts will result from this regional collaboration, and staff does not recommend that Hailey embark on any significant changes to our curbside recycling program until the regional effort is completed.

Staff recommends that we continue to participate in the regional sustainability effort and re-examine curbside recycling opportunities after a regional plan is developed. If a new curbside program is launched, trucks to service the program are over a year out on order. The launch of the community compostable recycling sites will also provide essential information as community interest in reduction of compostable waste.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

- 1) Conduct public hearing, and Motion to adopt Resolution 2023-___, a resolution establishing a rate increase with Clear Creek Disposal for commercial and residential solid waste/curbside recycle rates.

-- **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 # _____

C L E A R C R E E K D I S P O S A L

PO Box 130 • Ketchum, ID 83340 • Phone 208.726.9600 • www.ccdisposal.com

September 9, 2023

Lisa Horowitz, City Administrator
City of Hailey
115 S Main St. Suite H
Hailey, ID 83333

Re: Rate Increase October '23

Dear Mrs. Horowitz,

Clear Creek Disposal has been informed that the Southern Idaho Solid Waste District will increase tipping fees effective October 1, 2023. As well Clear Creek Disposal continues to experience an extraordinarily inflationary time since last year. Please see the attached documentation regarding increases that have been happening and will occur effective October 1st with SISWD; I have also included our annual settle up. Clear Creek Disposal will develop these increases into a new pricing structure to be implemented on October 1, 2023 and forward to you this coming week.

I and our accountants are available for any questions that you may have regarding this information.

Respectfully,



Mike Goitiandia
Clear Creek Disposal

.Haileyrate10-1-23



September 6, 2023

Mike Goitiandia
Clear Creek Disposal
Box 130
Ketchum, Idaho 83340

RE: Rate adjustment effective October 1, 2023

Mike,

Per your request, I have analyzed the impact of the current inflationary environment on Clear Creek Disposal's ability to provide services to the City of Hailey. The primary components that I analyzed were fuel, labor, landfill costs and increased cost of equipment.

As you know, the current contract was based on significantly lower costs incurred to provide services. During the previous contract period, you have increased your average wage by \$2 per hour plus related payroll burden, fuel has increased an average of \$.18 per gallon and landfill fees will increase on October 1 from \$72/ton to \$75/ton.

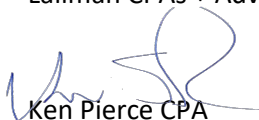
Please refer to the following attachment, and you can see that there should be \$126,813 of additional funds from new services that were added to the Hold-back Trust Account and should now be due Clear Creek Disposal. See (1) on the attachment.

Based on the calculation referred to in the previous paragraph, you should request additional funds for the months June through September 2023. You will see this amount is \$28,262, which is derived from four months of new services. See (2) on the attachment.

Finally, the recommended monthly contract payment should be revised as of October 1, 2023 from current monthly payment of \$158,000 to \$162,500. See (3) on the attachment. This amount incorporates additional services, as well as current costs of labor, fuel and the pending increase in landfill fees. This adjustment equates to a 2.85% increase in cost of services provided.

Also, an updated pricing schedule will follow that will reflect an approximate 2.85% increase in rates.

Sincerely,
Lallman CPAs + Advisors P.A.


Ken Pierce CPA
KP/NV

Clear Creek Disposal
 Hailey Price Adjustment
 As of October 1, 2023

:Obras/3341/Special projects/Hailey price adj-23

The companies major costs are:

- 1 Wages and Payroll taxes
- 2 Fuel, oil and grease
- 3 The landfill costs at \$75 per ton
- 4 Repairs
- 5 Equipment Costs

The company cost have increased since the last rate increase.

The rate increase was calculated in May of 2023

The last increase was approved and implemented October of 2022.

<u>Wages</u>	YR. Ended 12/31/2022	YR. Ended 12/31/2021	YR. Ended 12/31/2020	YR. Ended 12/31/2019
Average wage cost	28.72	27.30	24.94	24.56
Hours				
Residential	1,422	1,376	1,408	1,381
Commercial	2,552	2,287	2,141	2,057
Construction	1,163	999	912	943
Business Carts	151	176	173	149
Recycling Residential	1,084	1,099	1,085	1,095
Recycling Commercial	973	1,597	1,485	1,449
Total	7,345	7,534	7,204	7,074

The Company increased wages on May 19, 2023 by an average of \$1.82

Requested Rate increase	
Wages	1.82
Payroll taxes	0.46
Total	2.28

<u>Fuel</u>	4.32	4.14	2.62	3.84
Costs per gallon				
<u>Hailey Fuel In Gallons</u>				
Residential	5,173	5,165	5,531	5,453
Commercial	7,435	6,598	5,709	5,468
Construction	3,039	2,525	2,406	1,191
Business Carts	590	623	565	581
Recycling residential	1,659	1,706	1,643	1,601
Recycling Commercial	2,308	4,129	3,815	3,513
	20,204	20,746	19,669	17,807

Average Price Increase For Fuel	0.18	2.06
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Hailey

Landfill

Price Increase

Landfill Cost: The county is increasing its cost from the current price of of \$72 per ton to \$75 a ton.

Increase effective 10/1/2023 \$ 3.00

Cost summary	Up \$3	Up \$7		
Hailey Tons	12/31/2022	12/31/2021	12/31/2020	12/31/2019
Residential	2,591	2,610	2,709	2,497
Commercial	3,997	3,774	3,346	3,504
Construction	1,596	1,316	1,116	1,248
Business Carts	161	160	149	139
Recycling residential	85	82	89	97
Recycling Commercial	489	910	560	774
	<u>8,919</u>	<u>8,852</u>	<u>7,969</u>	<u>8,259</u>

Hailey Yards

Residential	52,370	51,470	50,873	49,087
Commercial	85,857	78,086	72,547	73,362
Construction	20,778	18,541	15,789	17,193
Business Carts	3,640	3,681	3,255	3,106
Recycling residential	15,597	15,196	15,159	14,811
Recycling Commercial	31,495	65,240	55,839	54,442
	<u>209,737</u>	<u>232,214</u>	<u>213,462</u>	<u>212,001</u>

Hailey Yards

Proposed Effective 10/1/2023

Total Cost Increase

Cost Increase

	Wages	Fuel	Land Fill	Total Cost Inc.	Hailey Fee 13%	Total Increase
Residential	3,239	946	7,773	11,958	1,555	13,513
Commercial	5,813	1,360	11,991	19,164	2,491	21,655
Construction	2,649	556	4,788	7,993	1,039	9,032
Business Carts	344	108	483	935	122	1,056
Recycling residential	2,469	303	255	3,028	394	3,421
Recycling Commercial	2,216	422	1,467	4,105	534	4,639
	<u>16,730</u>	<u>3,696</u>	<u>26,757</u>	<u>47,183</u>	<u>6,134</u>	<u>53,317</u>
					Monthly	<u>4,443</u>

Notes:

- Wage burden includes FICA, FICA Medicare, FUTA, SUTA, Health insurance, 401K match (4%), Pd Vacation
- Average wage in Blaine County is \$28/hour
- Fuel is average over 12 month of contract period
- Landfill is directed by southern idaho solid waste facility
- Trucks have increased in cost by an average of 11%

Clear Creek Disposal
Prior Rate Increase
 October 1, 2022 Thru September 30, 2023.

	Resid.	Commer.	Constr.	Recycle	Total	
Gross Revenue Old Contract	824,922	808,883	257,048	103,356	1,994,210	1,994,210
New Rate Increase	49,840	61,064	21,616	18,129	150,649	150,649
New Services if City asks for more						0
Rate Approved Numbers	874,762	869,947	278,664	121,485	2,144,859	2,144,859
Less City Fees	113,719	113,093	36,226	15,793	278,832	278,832
Net Contract Revenue	761,043	756,854	242,438	105,692	1,866,027	1,866,027
New Contract monthly payment Effective 10/1/2022 rounded					\$ 158,000	Agreed Sept 2022 city council meeting
<u>New Billings Net (June 1, 2022 Thru May 2023)</u>						
Gross Billing New	20,289	27,687	53,712	(14,839)	86,849	
Less Fee	(2,638)	(3,599)			(2,063)	
Net Revenue Due Clear Creek for added services	17,651	24,088	53,712	(14,839)	84,786	
Total Prior contract and New Services	778,695	780,942	296,149	90,853	1,950,813	
Actual Payments per City summary					(1,824,000)	
Amount Due CCD from Hold Back Fund for Contract period ending 5/31/23					126,813	(1) New biz 6/1/22-5/31/23 4 mo of old contract catch up
<u>Settlement Months of June 2023 thru September 2023</u>						
Amount Due CCD fourth months post May 22 of new services					28,262	(2) new biz June to September
New proposed monthly payment effective 10/1/23					162,568	
				Rounded	162,500	2.85% percentage increase
				Monthly increase	4,500	3.78% Average inflation 2023
<u>Reference only</u>						
Hold-Back Trust Account at 5/31/2023, from the contributions					207,846	
Ending Hold Back Trust Account at 5/31/2023					81,033	

HAILEY ORDINANCE NO. 1282

AN ORDINANCE OF THE CITY OF HAILEY, BLAINE COUNTY, IDAHO, GRANTING OBRAS LLC, D.B.A. CLEAR CREEK DISPOSAL, A TEN YEAR FRANCHISE WITH AN ADDITIONAL FIVE YEAR RENEWAL TERM TO COLLECT SOLID WASTE, COMPOSTABLE MATERIALS, CORRUGATED CARDBOARD AND RECYCLABLE MATERIALS IN THE CITY OF HAILEY, IDAHO; PROVIDING FOR DEFINITIONS; PROVIDING FOR MANDATORY SOLID WASTE COLLECTION; ESTABLISHING THE RIGHTS AND OBLIGATIONS OF THE FRANCHISEE AND THE CITY OF HAILEY; ESTABLISHING THE METHODS OF COLLECTION OF SOLID WASTE, COMPOSTABLE MATERIALS, CORRUGATED CARDBOARD AND RECYCLABLE MATERIALS; PROVIDING FOR SOLID WASTE, COMPOSTABLE MATERIALS, CORRUGATED CARDBOARD AND RECYCLABLE MATERIAL COLLECTION FOR ANNEXED PROPERTIES; PROVIDING FOR A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PENALTIES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Hailey City Council finds that it is in the best interests of the citizens of Hailey to adopt comprehensive solid waste and recycling programs for residential and commercial properties within the City of Hailey;

WHEREAS, the Hailey City Council finds that it is in the best interests of the citizens of Hailey to grant a franchise for residential and commercial customers within the City of Hailey to provide such services; and

WHEREAS, the City of Hailey and Obras LLC, d.b.a. Clear Creek Disposal have had a long, uninterrupted and mutually beneficial contractual relationship.

WHEREAS, the Hailey City Council declares that in the interest of public safety, necessary protection of the public health, welfare and property the provisions of chapter 28, title 67, Idaho Code shall not apply to Hailey's agreement pertaining to solid waste collection; and

WHEREAS, the Hailey City Council entered into negotiations with Contractor to be the franchisee to perform the solid waste, compostable materials, corrugated cardboard and recycling materials services for both residential and commercial properties within the City of Hailey, subject to the terms and conditions of franchise agreements and this Ordinance, which

negotiations have proceeded in good faith, but have not been completed as to additional services to be provided or prices therefore, and

WHEREAS, the City and Obras LLC dba Clear Creek Disposal find it in their mutual best interests, and the best interests of the rate paying customers hereunder to provide continuous uninterrupted solid waste collection and hauling contingent upon mutually satisfactory entry into franchise agreements concerning additional services and rates therefore.

BE IT ORDAINED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HAILEY, BLAINE COUNTY, IDAHO:

Section 1. DEFINITIONS

For the purposes of this ordinance, the following capitalized terms have the meanings set forth herein:

A. "Commercial Customer(s)" shall mean those owners and/or occupants of commercial, light industrial, industrial, governmental and institutional uses, schools, all other businesses, and Multi-Family Residential Complexes consisting of five or more dwelling units, and those owners of new or remodeled construction sites and /or their agents.

B. "Compostable Materials" means food and yard waste capable of breaking down into carbon dioxide, water and inorganic compounds and biomass within approximately one hundred twenty days.

C. "Corrugated Cardboard" means dry, clean corrugated cardboard material accepted by the Blaine County Recycling Center.

D. "Franchise Agreements" shall mean those agreements, and subsequent amendments thereto, which are executed by Franchisee and the City of Hailey setting forth the

terms and conditions pursuant to which residential and commercial Solid Waste and Recyclable Materials, corrugated cardboard, and compostable materials shall be collected for the term of the Franchise granted hereunder.

E. "Franchisee" shall mean Obras LLC, an Idaho limited liability company, d.b.a. Clear Creek Disposal.

F. "Hazardous Materials" shall mean any chemical, compound, mixture, substance or article which is designated by the United States Environmental Protection Agency or appropriate agency of the State of Idaho to be "hazardous" as that term is defined by or pursuant to federal or state law.

G. "Multi-Family Residential Complex" shall mean a building or property containing two (2) or more dwelling units and includes duplexes, apartments, townhomes and condominiums.

H. "Recyclable Materials" shall mean products or substances currently or hereafter designated by Hailey in its Franchise Agreements with the Franchise and accepted by the Blaine County Resource Recovery Center, currently including but not necessarily limited to paper, aluminum, tin cans, glass, motor oil, plastic, newspaper and magazines, food waste, yard waste, compostable waste and corrugated cardboard.

I. "Residential Customer(s)" shall mean those owner(s) and/or occupant(s) of single family residences and Multi-Family Residential Complexes consisting of four or less dwelling units.

J. "Self-Hauling" shall mean the collection, hauling and disposal of Solid Waste, Compostable Materials, Corrugated Cardboard, Recyclable Materials, Hazardous Materials or medical waste by generator or generator's agent of the Solid Waste, Compostable Materials,

Corrugated Cardboard, Recyclable Materials, Hazardous Materials or medical waste in the generator's or generator agent's container and vehicle directly to the transfer station or a landfill; provided, the generator's agent is not in the business of collecting, hauling and disposing of these materials.

K. "Solid Waste" shall mean any garbage, refuse or other discarded material generated by Residential and Commercial Customers that are not or cannot be recycled or diverted from the landfill.

Section 2. GRANT OF FRANCHISE

Pursuant to Idaho Code §§ 50-344 & 50-329, the City of Hailey hereby grants to the Franchisee the authority, right, privilege and exclusive franchise for a term of ten (10) years, commencing May 12, 2021 together with an additional five (5) year renewal term, upon terms and conditions mutually acceptable to the City of Hailey and the Franchisee, to engage in the business of collecting, transporting, processing and disposing of Solid Waste, Compostable Materials, Corrugated Cardboard and separated Recyclable Materials, placed for collection by all Residential and Commercial Customers within the corporate limits of Hailey, Idaho, consistent with, and subject to, the terms and conditions set forth in the Franchise Agreements; provided, however, this authority, right, privilege and exclusive franchise does not extend to the Self-Hauling of Solid Waste, Compostable Materials, Corrugated Cardboard, Recyclable Materials, Hazardous Materials or medical waste. It shall be unlawful for any person or legal entity to engage in the business of Solid Waste, Compostable Materials, Corrugated Cardboard and Recyclable Materials collection and transportation over and upon the public right-of-ways within the City of Hailey, except as otherwise provided herein.

The grant of and acceptance of said exclusive franchise, as contemplated by Idaho Code §§ 50-344 & 50-329 Section is revocable by either party, upon sixty-days written notice, in the event the parties, to their mutual satisfaction, have not entered into one or more amended Franchise Agreements one-year from the effective date hereof.

Section 3. MANDATORY SOLID WASTE COLLECTION

No Residential or Commercial Customer shall be permitted to refuse to accept the collection and services of Solid Waste, Compostable Materials, Corrugated Cardboard and Recyclable Materials provided by the Franchisee in accordance with the Franchise Agreements. Residential and Commercial Customers shall not be exempt from the payment of a mandatory weekly minimum charge established for Solid Waste, Compostable Materials, Corrugated Cardboard and Recyclable Materials collection services in accordance with this Ordinance and the Franchise Agreements. Unless otherwise provided for in the applicable Franchise Agreements, Multi-Family Residential Complexes consisting of five or more dwelling units shall use container(s) provided by the Franchisee in excess of the 95 gallon roll carts, while Multi-Family Residential Complexes of four or less dwelling units may use 32, 68 or 95 gallon roll carts for each dwelling unit.

Section 4. RIGHTS AND OBLIGATIONS OF THE FRANCHISEE AND CITY

A. The Franchisee shall have the right and privilege to use the streets, alleys and other public right-of-ways within the City of Hailey, and to collect Solid Waste, Compostable Materials Corrugated Cardboard and Recyclable Materials in accordance with this Ordinance and the Franchise Agreements.

B. The Franchisee shall collect all Solid Waste, Compostable Materials, Corrugated Cardboard and Recyclable Materials from Residential and Commercial Customers within the City of Hailey pursuant to the terms and conditions of applicable Franchise Agreements.

C. The City of Hailey is responsible for maintaining the streets, its alleys and its public ways in a passable condition. If such streets, alleys and public ways are not passable, then the Franchisee shall be excused from not making a proper timely pickup of the materials.

D. The Franchisee shall make pickups only if the Solid Waste, Compostable Materials, Corrugated Cardboard and Recyclable Materials are placed within the public right-of-way at the edge of any pavement adjacent to a curb, in alleys or in a convenient location, on designated days as established by the Franchise Agreements.

E. The City of Hailey shall charge all Residential and Commercial Customers located within the City of Hailey established rates for scheduled collection and transportation of Solid Waste, Compostable Materials, Corrugated Cardboard and Recyclable Materials. The City of Hailey shall also charge established rates for extra pickups of Solid Waste, Compostable Materials, Corrugated Cardboard and Recyclable Materials and other services. The standard rates shall be established by resolution, filed with the City Clerk, and may from time to time be amended by mutual agreement of franchisee and City. All charges for Solid Waste, Compostable Materials, Corrugated Cardboard and Recyclable Materials collection shall be due and payable to the Hailey City Clerk on or before the twenty-fifth of each month for which the service was rendered, and upon failure to pay within the time as prescribed herein, each Residential or Commercial Customer shall pay, in addition to the amount due, the sum of fifty cents, and interest on the delinquent amount at the rate of twelve percent (12%) per year. Upon collection, the fee and interest on the delinquent amount shall be remitted to the Franchisee. In addition to the

above, the City shall be entitled to disconnect the municipal water service where the property or premises is served by municipal water and such valve shall not be opened or placed back into service until all delinquent charges and fees have been paid in full.

F. The Franchisee shall comply with all ordinances of the City of Hailey and all laws of the State of Idaho, and shall follow strictly a procedure of operation as to be sanitary. Franchisee shall replace all containers upright where found with lids on them. Containers and lids shall not be placed or thrown on the streets, alleys or adjoining property. The Franchisee shall not permit containers to be thrown from its truck to the pavement or parkway, nor in any other way permit damage to occur by rough or improper handling thereof. The Franchisee shall not permit Solid Waste, Compostable Materials, Corrugated Cardboard or Recyclable Materials to be spilled during collection and shall be responsible for cleaning up and removing such spillage.

G. Franchisee and its agents and employees, shall not enter enclosed structures, such as garages, enclosed porches, sheds, buildings or otherwise for the purpose of collecting Solid Waste, Compostable Materials, Corrugated Cardboard and Recyclable Materials.

H. Unless otherwise provided in this Ordinance, the specific duties and obligations of the City of Hailey and Franchisee are more particularly described in the Franchise Agreements.

Section 5. DUTIES AND OBLIGATIONS OF RESIDENTIAL AND COMMERCIAL CUSTOMERS

A. Residential and Commercial Customers shall place all containers for collection of Solid Waste, Compostable Materials, Corrugated Cardboard and Recyclable Materials within the public right-of-way at the edge of any pavement adjacent to a curb, in alleys or in a convenient location, while still allowing public access on the public right-of-ways. The containers shall be placed adjacent to the Residential or Commercial Customer's property or premises on designated

days as established by the Franchise Agreements. The containers for Solid Waste, Compostable Materials, Corrugated Cardboard and Recyclable Materials must be clearly visible to the Franchisee from the street or alley from which collection is made.

B. Residential and Commercial Customers shall not permit any Solid Waste, Compostable Materials, Corrugated Cardboard and Recyclable Materials to be deposited or left in the public right-of-way or on private property, where the deposit of the Solid Waste, Compostable Materials, Corrugated Cardboard or Recyclable Materials was caused by the Residential or Commercial Customer, or caused other than by the Franchisee's mishandling or spilling of Solid Waste, Compostable Materials, Corrugated Cardboard and/or Recyclable Materials. The Residential and Commercial Customer shall be responsible for cleaning up and removing such deposit of Solid Waste, Compostable Materials, Corrugated Cardboard or Recyclable Materials.

C. The Residential and Commercial Customers shall not place or permit to be placed any Hazardous Material in any container placed for collection of Solid Waste, Compostable Materials, Corrugated Cardboard or Recyclable Materials by Franchisee.

D. Residential and Commercial Customers shall place containers for Solid Waste, Compostable Materials, Corrugated Cardboard or Recyclable Materials for collection no later than 7:00 o'clock a.m. on the designated day of collection, but no sooner than the evening before the designated day of collection. Following collection by Franchise, the Residential and Commercial Customers shall remove the containers from the public right-of-way as soon as possible on the same day of collection.

E. No container used in the collection of Solid Waste, Compostable Materials, Corrugated Cardboard or Recyclable Materials shall be loaded beyond its volume or weight capacity, or in such a manner to be unstable or likely to cause damage or create litter.

Section 6. ANNEXATIONS

In the event the City of Hailey annexes additional territory during the term of this Ordinance, the Franchisee shall have the exclusive authority and privilege to engage in the business of collecting, transporting, processing and disposing of Solid Waste, Compostable Materials, Corrugated Cardboard and Recyclable Materials, as described in Section 2 of this Ordinance, in the annexed territory for the remainder of the term of the franchise granted in this Ordinance, unless the additional territory annexed by Hailey is served by another solid waste and/or recycling company, in which case the Franchisee shall have the non-exclusive authority and privilege to engage in the business of collecting, transporting, processing and disposing of Solid Waste, Compostable Materials, Corrugated Cardboard and Recyclable Materials, as described in Section 2 of this Ordinance.

Section 7. SEVERABILITY

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

Section 8. REPEALER

Hailey Ordinance Nos. 459, 628, 656, 840, 86, 1053, 1103 and 1263 are hereby repealed in their entirety and all ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 9. PENALTY

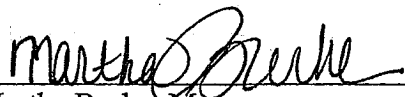
Any person, firm or other legal entity violating any provision of Sections 2 and 5 of this

Ordinance shall be guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine of not more than three hundred dollars (\$300.00) or imprisonment in the county jail for a period not to exceed six (6) months, or both such fine and imprisonment. Each day such violation is committed or permitted to continue shall constitute a separate offense and shall be punishable as such hereunder.

Section 10. EFFECTIVE DATE

Except as otherwise provided herein, this Ordinance shall be in full force and effect from and after its passage, approval, and publication according to law. The rates adopted under Section 4(E) of this Ordinance for Solid Waste and Recyclable Materials collection services shall be effective beginning May 12, 2021, and shall continue in effect through midnight, May 12, 2031, unless otherwise duly amended to effect rates as is more particularly described in the Franchise Agreements.

PASSED AND ADOPTED BY THE HAILEY CITY COUNCIL AND APPROVED BY THE MAYOR THIS 10th DAY OF MAY, 2021.



Martha Burke, Mayor

Attest: _____

Mary Cone, City Clerk

Publish: Idaho Mountain Express, May 12, 2021.



Minimum Limits

Bodily Injury	\$5,000,000
Property Damage	\$5,000,000

2. Automobile Liability (owned, non-owned and hired).

Minimum Limits

Bodily Injury	\$5,000,000
Property Damage	\$5,000,000

3. Employer's Liability Insurance covering each employee in the execution of the work to the extent such employee is not covered by worker's compensation.

Minimum Limits

Per Accident	\$5,000,000
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4. The Contractor shall secure and maintain at least the statutory amounts of worker's compensation, disability benefits, and unemployment insurance in accordance the laws of the State of Idaho.

A. Additional Insured. The Contractor's certificates of insurance shall name Hailey, its officials, employees and agents as additional named insured and shall be endorsed to specify that such policies cover the liability assumed by Contractor under this Agreement.

B. Notification. Such insurance shall provide at least thirty (30) days written notice to Hailey before such policy is suspended, canceled, amended or terminated.

C. Proof of Insurance. On or before the execution of this Agreement, the Contractor shall provide evidence of acceptable insurance at limits listed above to City Clerk, City of Hailey, 115 Main Street So., Suite H, Hailey, Idaho 83333.

9. Equipment and Personnel.

A. Equipment. The Contractor shall furnish during the term of this Agreement a sufficient quantity and quality of vehicles and equipment to collect and dispose of Solid Waste, Compostable Materials and Recyclable Materials as provided herein. The vehicles shall (a) be clean and uniformly painted, (b) be equipped with warning devices, (c) prevent littering, (d) be sealed to prevent leakage, (e) lawfully registered and (f) be in good and safe running order. All containers shall be sealed, equipped with close fitting covers and in good operable condition. Equipment shall be secured within 60 days of adoption of this Agreement and amendment to this Agreement.

B. Personnel. The Contractor shall employ during the term of this Agreement a sufficient number of skilled, trained and competent personnel to collect, haul and dispose of the Solid Waste and recyclable Materials collected under this Agreement,

and a sufficient number of managerial and office personnel to provide the necessary services described in this Agreement. The Contractor acknowledges and agrees to follow fair labor and nondiscrimination practices in accordance with state and federal laws. The Contractor also agrees to require that its employees and agents act in respectful manner while providing the public services described in this Agreement.

10. Data Collection. During the term of this Agreement, the Contractor shall upon request by Hailey provide to Hailey written documentation showing (a) the amount of Solid Waste collected for the weekly collection service (measured in tons), (b) the amount of Solid Waste collected for extra, pickups (measured in tons), (c) the amount of Compostable Materials collected (measured in tons) (d) the amount of Corrugate Cardboard collected (measured in tons); the amount of Recyclable Materials collected (measured in tons), (e) the fees charged for conversion of containers, (f) the rentals charged for containers, (g) the frequency and type of container conversions, differentiating between container conversions for Recyclable Materials and Solid Waste and the number of conversions that result in an increase or decrease in size, and (h) tipping fees or charges for the disposal of Solid Waste and Recyclable Materials.

11. Default and Termination. Termination for Cause. Hailey may terminate this Agreement for cause if the Contractor fails to perform or defaults on any of the duties or responsibilities set forth in this Agreement.

- A. Corrective Action. If Hailey finds that the Contractor has failed to perform or defaulted on any or all of the duties or responsibilities set forth in this Agreement, Hailey shall provide the Contractor a written "Notice of Intent to Terminate" the Agreement in accordance with paragraph 17(M) of this Agreement. The "Notice of intent to Terminate" shall describe with sufficient detail the Contractor's failure to perform and/or default. The Contractor shall have a period of thirty (30) days from the receipt or delivery of the Notice of Intent to Terminate the Agreement to correct the failure to perform or default. If the Contractor fails to correct the failure to perform and/or default within thirty (30) days, Hailey may terminate this Agreement immediately without further notice. The Contractor shall be given a Notice of Termination in accordance with paragraph 17(M) of this Agreement.
- B. Bond Payment. In the event of termination of this Agreement caused by the default(s) of the Contractor, the surety providing the performance bond shall undertake or cause to be undertaken the work required to be performed pursuant to this Agreement for remainder of the term of this Agreement.
- C. Emergency Provision. The parties recognize that the public health, safety and welfare may be endangered by any disruption of the solid waste collection system. Therefore, the parties agree in the event solid waste collection is interrupted for more than ninety six (96) hours,, Hailey shall have the authority and be entitled to declare a public emergency, and shall have the tight to take temporary possession of the Contractor's equipment and facilities for the purpose of continuing the service that the Contractor has agreed to provide, in which case Hailey shall notify the Contractor and schedule a hearing at least twenty four (24) hours before taking

temporary possession of the Contractor's equipment and facilities. Hailey shall have the right to retain possession of the Contractor's equipment and facilities until the Contractor can demonstrate to the reasonable satisfaction of Hailey that the service required under this Agreement can be resumed. During any period that Hailey has temporarily assumed the obligations of the Contractor, Hailey shall be entitled to all revenue, less payment to Contractor for a reasonable rental for the facilities, equipment and other property used by Hailey in the performance of the services required under this Agreement.

- D. Failure Amend Reflecting New/Enhanced Services. The parties recognize the either party, upon sixty (60) days written notice may revoke this agreement, and the Franchise Ordinance upon which is based, upon sixty-days written notice, in the event the parties, to their mutual satisfaction, have not entered into one or more amended Franchise Agreements one-year from the effective date hereof.

12. Indemnification. The Contractor and its employees are independent contractors, and are not, under this Agreement, employees or agents of Hailey. The Contractor covenants and agrees to indemnify, defend and hold Hailey harmless from and against any and all claims, demands, causes of action, suits, losses, liabilities, damages, costs and expenses, including attorney fees, that may accrue, directly or indirectly, by reason of any act or omission on the part of the Contractor, its agents, employees, assigns or anyone subcontracting with the Contractor, related to the collection, hauling or disposal of Solid Waste and Recyclable Materials as provided under this Agreement or the provision of any service or duty under this Agreement.

13. Annexation. In the event Hailey annexes additional territory during the term of this Agreement, the Contractor shall have the exclusive authority, duty and privilege to engage in the business of collecting, transporting, processing and disposing of Solid Waste, Compostable Materials and Recyclable Materials, as described in paragraph 2 of this Agreement, in the annexed territory for the remainder of the term of this Agreement, unless the additional territory annexed by Hailey is served by another solid waste and/or recycling company, in which case the Contractor shall have the non-exclusive authority and privilege to engage in the business of collecting, transporting, processing and disposing of Solid Waste and Recyclable Materials.

14. Ownership of Solid Waste. Title to Solid Waste, Compostable Materials and Recyclable Materials shall pass to the Contractor when placed in Contractor's collection vehicles and removed by Contractor from a container. By virtue of this Agreement, Hailey shall never have title to the Solid Waste, Compostable Materials or Recyclable Materials collected under the terms of this Agreement. In accordance with Subtitle C of the Resource Conservation and Recovery Act of 1976, as amended, title to all Hazardous Materials and otherwise prohibited waste remains with the generator. Nothing provided herein limits any recourse the Contractor or Hailey may have against any generator for disposal of any Hazardous Material or prohibited waste.

15. Compliance with Laws. The Contractor shall comply with all applicable federal, state and local statutes, laws, rules, regulations and ordinances, including the Federal Occupational Safety and Health Act of 1970, as amended, and including statutes, laws, rules, regulations and ordinances, as they now exist or may hereafter be amended, relating to Hazardous Materials and relating to the collection and transportation of Solid Waste.

16. Recycling and Composting Revisions. In the event Blaine County or the Southern Idaho Solid Waste District elects to convert to a single or dual stream recycling process or additional incentive recycling programs involving Recyclable Materials are established, Hailey shall notify Contractor of any proposed revision, in which case the Contractor may, within thirty (30) days of such notice, seek a change in the fee schedule adopted pursuant to paragraph S(B) of this Agreement. Upon receipt of the proposed fee schedule, Hailey, in its sole discretion, may or may not approve. If approved, the resolution or ordinance described in paragraph S(B) of this Agreement shall be amended. Contractor shall report annually to the City changes in bin sizes requested by customers. An annual rate review based on bin sizes shall be conducted and considered by the City.

17. Miscellaneous Provisions.

- A. Paragraph headings. The headings in this Agreement are inserted for convenience and identification only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any of the provisions of the Agreement.
- B. Provisions Severable. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Agreement.
- C. Rights and Remedies are Cumulative. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall not preclude nor waive its rights to use any or all other remedies. Any rights provided to the parties under this Agreement are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.
- E. Attorney's Fees. In the event of any dispute with regard to the interpretation or enforcement of this Agreement, the prevailing party shall be entitled to recover its reasonable costs and attorney's fees incurred therein, whether or not a lawsuit is actually filed, and on any appeals, and in any bankruptcy proceeding.
- F. Successors and Assigns. This Agreement and the terms and provisions hereof shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of the parties hereto.
- G. Entire Agreement. This Agreement contains the entire agreement between the parties respecting the matters herein set forth and supersedes all prior agreements between the parties hereto respecting such matters.
- H. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Idaho.
- I. Preparation of Agreement. No presumption shall exist in favor of or against any party to this Agreement as a result of the drafting and preparation of this document.
- J. No Waiver. No waiver of any breach by either party of the terms of this Agreement shall be deemed a waiver of any subsequent breach of the Agreement.

- K. Counterparts. This Agreement may be executed simultaneously in one or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- L. Amendment. No amendment of this Agreement shall be effective unless the amendment is in writing, signed by each of the parties.
- M. Savings Clause. If any of the provisions of this Agreement shall be held to be unenforceable or unconstitutional, the remaining provisions shall nevertheless be enforceable.
- N. Notices. All notices and demands of any kind which either party hereto may be required or desires to serve upon the other party under the terms of this Agreement shall be in writing and shall be served upon such other party by personal service, or by leaving a copy of such notice or demand at the address hereinafter set forth, whereupon service shall be deemed complete, or by mailing a copy thereof by certified or registered mail, airmail if the address is outside the state in which the same is mailed, postage prepaid, with return receipt requested, addressed as follows:

HAILEY: City of Hailey
c/o City Clerk
115 South Main Street
Suite H.
Hailey, Idaho 83340

CONTRACTOR: OBRAS, LLC., d/b/a Clear Creek Disposal, Inc.
P.O. Box 130
Ketchum, Idaho 83340

In case of service by mail, it shall be deemed complete on the day of actual delivery as shown on the addressee's registry of certification receipt or at the expiration of the third day after the date of mailing, whichever first occurs. The addresses to which notices and demands shall be delivered or sent may be changed from time to time by notice served as hereinabove provided by either party upon the other party.

- N. Assignment. The parties agree that this Agreement shall not be assigned, in whole or in part, to any other person or entity without the prior written consent of Hailey, in the sole discretion of Hailey. The parties also agree that the Contractor is prohibited from conveying, in any manner, directly or indirectly, any majority or controlling interest in the Contractor's business entity, regardless whether it is a corporation, limited liability company or other legal entity, without the prior written consent of Hailey.
- O. Force Majeure. Neither party shall be liable for failure to perform hereunder, in whole or in part, due to contingencies beyond the party's reasonable control, including but not necessarily limited to acts of God, the public enemy, fire, floods,

epidemics, earthquakes, quarantine restrictions, and strikes not created by the Contractor, whether now existing or hereafter created.

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

CITY OF HAILEY

By: Martha Burke
Martha Burke, Mayor

ATTEST:

Mary Core
Mary Core, City Clerk



CONTRACTOR- OBRAS, L.L.C.

By: Mike Goitiandia
Mike Goitiandia, Managing Member

**CITY OF HAILEY
RESOLUTION 2023-___**

**A RESOLUTION OF THE HAILEY CITY COUNCIL ADOPTING FEES FOR
RESIDENTIAL, COMMERCIAL AND CONSTRUCTION SOLID WASTE AND
RECYCLABLE MATERIALS HAULING SERVICES**

WHEREAS, the Hailey City Council finds that it is in the best interests of the citizens of Hailey to maintain a comprehensive solid waste and recycling program for both residential and commercial properties within the City of Hailey; and

WHEREAS, the Hailey City Council adopted Hailey Ordinance No. 1282 that granted Obras, L.L.C., d/b/a/ Clear Creek Disposal, Inc. an exclusive franchise to provide solid waste and recycling materials hauling services for both residential and commercial properties within the City of Hailey, subject to the franchise agreement dated May 12, 2021 (“Franchise Agreement”);

WHEREAS, Resolution 2022-116 established rates for the ensuing time period;

WHEREAS, a schedule of revised rates for residential, commercial, construction and recycling materials hauling fees based on inflationary factors was subject to a public hearing process as required by Idaho Code;

NOW, THEREFORE, BE IT RESOLVED BY THE HAILEY CITY COUNCIL:

Section 1: Adoption of Fees. The City Council of the City of Hailey hereby adopts fees for residential, commercial and construction customers located within the City of Hailey for standard weekly rates for collection and transportation of solid waste and recyclable materials and for standard rates for extra pickups of solid waste and recyclable materials and other services. These fees are described in the attached Exhibit.

Section 2: Effective Date. Attached rates will go into effect December 1, 2023. Unless otherwise amended by resolution, the fees adopted by this Resolution shall continue in full force and effect until the amendment, expiration or termination of the franchise granted to Obras, L.L.C., d/b/a Clear Creek Disposal, Inc. under Hailey Ordinance No. 1282.

THIS RESOLUTION IS ADOPTED this 25th day of October, 2023.

Martha Burke, Mayor, City of Hailey

ATTEST:

Mary Cone, City Clerk

Hailey Residential Rates

*Service includes 1 cart for garbage + 1-18 gallon bins for

Carts and Bins are owned by Clear Creek Disposal, and

Hailey Residential Service

Cart Size	Description of Service	Monthly Fee
32 cart		\$12.63
68 cart		\$28.34
95 cart		\$41.66

Additional Services

Cart Size	Description of Service	
Cart Delivery	Any size cart	\$11.62
Cart Final	Any size cart	\$23.24
Cart	Late/Not out go back	\$6.97
Cart	Extra empty (off day)	\$17.43
32 Gallon Cart	Non returned/Damaged Cart	\$80.02
68 Gallon Cart	Non returned/Damaged Cart	\$91.64
95 Gallon Cart	Non returned/Damaged Cart	\$103.26
Cart Cleaning	Any size cart	\$34.87
Extra Bins	Additional bins in excess of two	\$26.73
18 Gal Bin	Damaged/not returned	\$26.73

City of Hailey Commercial			
Hailey Business Carts			Rates
Cart Delivery			\$11.62
Cart Final			\$23.24
Size	Frequency		Monthly Charge
32 Cart	1XWeek		\$13.20
32 Cart	2XWeek		\$24.86
32 Cart	3XWeek		\$36.51
32 Cart	4XWeek		\$48.16
32 Cart	5XWeek		\$59.82
Size	Frequency		Monthly Charge
68 Cart	1XWeek		\$23.52
68 Cart	2XWeek		\$45.50
68 Cart	3XWeek		\$67.49
68 Cart	4XWeek		\$89.46
68 Cart	5XWeek		\$111.45
Size	Frequency		
95 Cart	1XWeek		\$31.32
95 Cart	2XWeek		\$59.91
95 Cart	3XWeek		\$88.49
95 Cart	4XWeek		\$117.08
95 Cart	5XWeek		\$145.67

HAILEY CONSTRUCTION			
Front Load			
Delivery Fee			\$34.87
Final Fee			\$34.87
3 cubic yard			\$66.88
4 cubic yard			\$100.34
6 cubic yard			\$132.25
Rear Load			
		Rates per empty	
Delivery Fee			\$34.87
Final Fee			\$34.87
8 cubic yard			\$177.86
10 cubic yard			\$193.06
Roll Offs			
		Rates per empty	
Delivery Fee			\$40.68
15 cubic yard		Plus Disposal Fees	\$197.63
30 cubic yard		Plus Disposal Fees	\$205.23
Billed Monthly in Addition to the Service Empty			
Rent/Idaho State			
3 cubic yard			\$4.88
4 cubic yard			\$8.27
6 cubic yard			\$11.66
8 cubic yard			\$13.92
10 cubic yard			\$18.44
15 cubic yard			\$68.16
30 cubic yard			\$79.46

Hailey Front Load Commercial		
		Customer Prices
Delivery Fee	All Size Dumpsters	\$34.87
Final Fee	All Size Dumpsters	\$34.87
Size	Frequency	Monthly Charge
1.5 cubic yard	1XWeek	\$68.33
1.5 cubic yard	2XWeek	\$132.55
1.5 cubic yard	3XWeek	\$196.78
1.5 cubic yard	4XWeek	\$261.00
1.5 cubic yard	5XWeek	\$325.24
1.5 cubic yard	On Call Each Empty	\$23.27
Size	Frequency	Monthly Charge
3 cubic yard	1XWeek	\$133.68
3 cubic yard	2XWeek	\$261.89
3 cubic yard	3XWeek	\$390.11
3 cubic yard	4XWeek	\$518.32
3 cubic yard	5XWeek	\$646.54
3 cubic yard	On Call Each Empty	\$43.59
Size	Frequency	Monthly Charge
4 cubic yard	1XWeek	\$180.61
4 cubic yard	2XWeek	\$351.66
4 cubic yard	3XWeek	\$522.70
4 cubic yard	4XWeek	\$693.74
4 cubic yard	5XWeek	\$864.79
4 cubic yard	On Call Each Empty	\$60.89
Size	Frequency	Monthly Charge
6 cubic yard	1XWeek	\$270.34
6 cubic yard	2XWeek	\$527.01
6 cubic yard	3XWeek	\$783.68
6 cubic yard	4XWeek	\$1,040.35
6 cubic yard	5XWeek	\$1,297.02
6 cubic yard	On Call Each Empty	\$90.14
Size	Frequency	Monthly Charge
8 cubic yard	1XWeek	\$358.45
8 cubic yard	2XWeek	\$700.49
8 cubic yard	3XWeek	\$1,042.52
8 cubic yard	4XWeek	\$1,384.56
8 cubic yard	5XWeek	\$1,726.59
8 cubic yard	On Call Each Empty	\$118.20

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 10/23/23 **DEPARTMENT:** Administration **DEPT. HEAD SIGNATURE:** LH

SUBJECT: Public Hearing and consideration of Resolution 2023-___, a resolution modifying paragraph 5.c, Hold-Back Proviso Trust Account of previously adopted Resolution 22-103

AUTHORITY: ID Code _____ IAR _____ City Ordinance/Code Ord. 1282; Resolutions 21-044, 21-045, 22-103

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

See the previous AIS from [Public Hearing](#) for details and supporting documentation, specifically the paragraph detailing the Hold-Back Proviso Trust Account.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

- 1) Motion to approve Resolution 2023-___, a resolution amending Resolution 2022-103, Section 5.c(i), Hold Back Proviso, to increase the monthly maximum payment amount to the Contractor from \$158,000 to \$162,500.
- 2) Motion to direct staff to remit \$126,813 from the Clear Creek Hold Back Trust account to cover the costs of new services for the contract period, plus a reimbursement for the remainder of the period (June 1, 2023, through September 30, 2023) until the new rates are in effect in the amount of \$28,262 for a total reimbursement of \$155,075.

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 EXECUTION OF FRANCHISE AGREEMENT WITH
OBRAS, LLC D/B/A CLEAR CREEK DISPOSAL, INC., FOR RESIDENTIAL
SOLID WASTE AND RECYCLABLE MATERIAL COLLECTION**

WHEREAS, the City of Hailey desires to enter into an agreement with Obras, LLC D/B/A Clear Creek Disposal, Inc. under which Obras, LLC D/B/A Clear Creek Disposal, Inc. will perform and be responsible for Residential Solid Waste, Compostable Materials And Recyclable Material Collection for the City of Hailey.

WHEREAS, the City of Hailey and Obras, LLC D/B/A Clear Creek Disposal, Inc. have agreed to the terms and conditions of the Agreement for Professional Services pursuant to Resolution 2021-045 and 2022-103, copies of which are on file at Hailey City Hall.

WHEREAS, the City of Hailey and Obras, LLC D/B/A Clear Creek Disposal, Inc. have agreed to the modified terms and conditions of the Agreement for Professional Services outlined in Section 5.c.i, a copy of which is attached hereto.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HAILEY, IDAHO, that the City of Hailey approves the Residential Franchise Agreement between the City of Hailey and Obras, LLC D/B/A Clear Creek Disposal, Inc. and that the Mayor is authorized to execute the attached Agreement,

DATED this 23rd day of October, 2023

CITY OF HAILEY

By: _____
Martha Burke, Mayor

ATTEST:

Mary Cone, City Clerk

FRANCHISE AGREEMENT

(Residential & Commercial Solid Waste and Recyclable Materials Collection)

This Franchise Agreement ("Agreement") is made and entered into this ____ day of October, 2023, by and between the CITY OF HAILEY, a municipal corporation ("Hailey") and OBRAS, L.L.C., an Idaho limited liability company d/b/a Clear Creek Disposal, Inc., an Idaho corporation ("Contractor"),

RECITALS

- A. Hailey is a municipal corporation and political subdivision of the State of Idaho, and has authority to enter into this Agreement. Martha Burke is the duly elected and acting Mayor of Hailey. The Hailey City Council has authorized the Mayor to execute this Agreement.
- B. Contractor is a duly organized and acting corporation in the State of Idaho. Mike Goitiandia is the duly acting Managing Member of the Contractor and has the authority to enter into this Agreement.
- C. Hailey and Contractor have had a long, uninterrupted and mutually beneficial contractual relationship, established by Franchise Ordinance No. 1103, and prior Franchise Agreements, and amendments thereto, all adopted pursuant to Idaho Law, as to procedure and substance. Hailey has not requested proposals from other potentially qualified contractors to provide personal services to collect, haul and dispose of residential solid waste, compostable materials and recyclable materials within the city limits of Hailey, Idaho, but instead, upon a finding by the mayor, that in the interest of public safety, necessary protection of the public health, welfare and property the provisions of chapter 28, title 67, Idaho Code shall not apply to adoption of the Franchise Ordinance, or this agreement pertaining to solid waste collection, and therefore entered into negotiations for same with Contractor and after doing so Hailey has awarded, contemporaneously herewith an exclusive ten (10) year franchise, with a five (5) year renewal term, to Contractor to provide personal services to collect, haul and dispose of residential solid waste, compostable materials and recyclable materials within the city limits of Hailey, Idaho, which exclusive franchise is revocable by either party, upon sixty-days written notice, in the event the parties, to their mutual satisfaction, have not entered into one or more amended Franchise Agreements one-year from the effective date hereof.
- D. Hailey and Contractor are desirous of an expansion of services, to include compostable materials, corrugated cardboard, collection and hauling, to enhance make more efficient recycling services, specifically in reference to central drop-off location(s), negotiations toward which are proceeding in good faith, but not having been completed as to the particulars of services to be provided or fees therefore, however the parties are in full agreement that their mutual best interests, and the best interest of the rate paying customers hereunder to provide continuous uninterrupted solid waste collection and hauling services.
- E. Hailey and the Contractor each desire to maintain the status quo, to avoid damage to either party and the rate paying citizens served thereby with regard to current services, as specified in the Franchise Agreements in place on the date of adoption hereof, with the expectation of putting in place certain enhanced services at the central recycling drop off locations, the cost and fees for such enhanced services are reflected in the fee schedules, to be adopted by resolution contemporaneously herewith.
- F. Subject to the terms and conditions set forth herein and Hailey Ordinance No. 1282, the parties hereto are desirous of entering into an exclusive ten (10) year franchise agreement, with a five (5) year renewal term, to provide personal services to collect, haul and dispose of residential, commercial and construction solid waste and recyclable materials within the city limits of Hailey, Idaho, which agreement shall be revocable by either party, upon sixty-

days written notice, in the event the parties, to their mutual satisfaction, have not entered into one or more amended Franchise Agreements one-year from the effective date hereof.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, the parties agree as follows:

1. Definitions. For the purposes of this Agreement, the following capitalized terms have the meanings set forth herein:

"Approved Fees" as used herein shall mean and refer to the total fees and charges which Hailey has approved by resolution or ordinance, and which shall be assessed by the Contractor for services rendered pursuant to this Agreement. The Approved Fees include the following components:

- a. A Fee for solid waste residential collection using bins and carts, and for commercial solid waste collection using bins, carts and dumpsters, which fee is based on sizes and number of pick-ups, which may include rent and Idaho Sales Tax.
- b. A Fee for recyclable materials collection, which is collected in unlimited quantities in bins issued by contractor to customers, or any other suitable container, herein defined as the "Recyclable Materials Fee".
- c. A Fee for corrugated cardboard materials collection in bins issued by contractor to customers, herein defined as the "Corrugated Cardboard Fee".
- d. A Fee for compostable materials collection, collected in bins issued by contractor to customers, herein defined as the "Compostable Materials Fee".
- e. A Fee for glass materials collection which is collected from a central collection site using roll-off bins, herein defined as the Glass Site Collection Fee".
- f. A Fee for corrugated cardboard materials collection which is collected from a central collection site using a compactor, herein defined as the Compactor Site Collection Fee.
- g. A Fee for compostable materials collection which is collected from a central collection site using bins, herein defined as the Compostable Site Collection Fee.
- h. A Fee for management of the site(s) identified in e., f. and g. above, herein defined as the Materials Collection Site Management Fee.
- i. A Franchise Fee equal to six percent (6%) of Fees 1.a. through 1.e to defray the specified Franchise Fees set forth in paragraph 5(B) of this Agreement;
- j. A Billing Fee to defray amounts payable by the Contractor to Hailey for billing services pursuant to paragraph 5(B) of this Agreement, in the amount of seven percent (7%) of Fees 1.a. through 1.e

"Commercial Customer(s)" mean those owners and/or occupants of commercial, light industrial, industrial, governmental and institutional uses, schools, all other businesses, and multi-family residential complexes consisting of five or more dwelling units (including apartments, townhomes and condominiums), and those owners of new or remodeled construction sites and/or their agents.

"Compostable Materials" means food and yard waste capable of breaking down into carbon dioxide, water and inorganic compounds and biomass within approximately one hundred twenty days.

"Corrugated Cardboard" means dry, clean corrugated cardboard material accepted for curbside pick-up by the Blaine County Recycling Center.

"Glass Collection Site" means an area identified by the City of Hailey to house a roll-off container to be used for drop off of glass bottles, jars and other glass materials accepted by the Blaine County Recycling Center.

"Hazardous Materials" means any chemical, compound, mixture, substance or article which is designated by the United States Environmental Protection Agency or appropriate agency of the State of Idaho to be "hazardous" as that term is defined by or pursuant to federal or state law.

"Recyclable Materials" means items accepted for curbside pick-up by the Blaine County Recycling Center, excluding corrugated cardboard, compostable materials and glass.

"Residential Customer(s)" mean those owner(s) and/or occupant(s) of single family residences and multi-family residential complexes consisting of four or less dwelling units (including apartments, townhomes and condominiums).

"Self-Hauling" means the collection, hauling and disposal of Solid Waste by generator or generator's agent of the Solid Waste in the generator's or generator agent's container and vehicle directly to the transfer station or a landfill.

"Solid Waste" means any garbage, refuse or other discarded material generated by Residential Customers that are not or cannot be recycled or diverted from the landfill, excluding Hazardous Materials.

1. **Exclusive Agreement.** Hailey hereby grants exclusively to Contractor the authority and privilege to engage in the business of collecting, hauling and disposing of Solid Waste and Recyclable Materials kept or accumulated and placed for collection by all Residential Customers within the corporate limits of Hailey, Idaho, and to perform all of the work described in this Agreement; provided., however, this exclusive authority and privilege does not extend to the Self-Hauling of Solid Waste or Recyclable Materials, Hazardous Materials or medical waste, which agreement shall be revocable by either party, upon sixty-days written notice, in the event the parties, to their mutual satisfaction, have not entered into one or more amended Franchise Agreements one-year from the effective date hereof.
2. **Term.** The term of *this* Agreement shall begin May 12, 2021, and shall end at midnight, May 12, 2031, unless earlier revoked under the terms hereof.

3. Duties and Responsibilities of Contractor.

- A. **General Duties.** Contractor is responsible for furnishing skill, labor, services, vehicles, containers, equipment, materials and supplies in accordance with the services specified in this Agreement.
- B. **Scope of Services.**
 1. **Weekly Residential Solid Waste and Recyclable Materials Collection.** The Contractor shall provide on a weekly basis curbside collection of Solid Waste in approximately 32, 68 or 95 gallon roll carts and curbside collection of Recyclable Materials in standardized recyclable bins. Contractor shall distribute one roll cart in the size requested by the Residential Customer and up to two recyclable bins to each Residential Customer. The roll carts, compostable and recyclable bins shall remain the property of the Contractor. Types of and disposal methods for Recyclable Materials shall conform with the standards established by the Southern Idaho Solid Waste District and by Blaine County through its solid waste collection center programs at the Ohio Gulch Transfer Station and Resource Recovery Center.

2. Residential Corrugated Cardboard, Glass and Compostable Materials Collection. The parties each hereby commit to continuing to negotiation in good faith toward an agreement for enhanced collection of Corrugate Cardboard, and Glass which could include curbside pickup of same, and that does not include, as contemplated in the rate structure adopted contemporaneously herewith enhanced services at central recycling drop off sites consisting of compaction equipment, containers and frequency of collection and clean-up; and new services for collection of Compostable Materials in standardized compostable bins.
3. Weekly Commercial Solid Waste and Recycling Materials Collection. Except as otherwise provided herein, the Contractor shall provide, on a weekly basis, collection of Solid Waste and Recyclable Materials in sizes ranging from approximately 32 gallon roll carts to 30 cubic yard roll off containers, or other standardized containers. If requested by a Commercial Customer in need of temporary Solid Waste services, such as an event or a construction project, Solid Waste and clean wood waste shall be picked up on an on call basis. Contractor shall distribute one or more containers in the size requested by the Commercial Customer. Containers and dumpsters used to collect Recyclable Materials shall be clearly marked with clear, international signage and standardized color schemes to denote what Recyclable Material is collected within the container. Receptacles for clean wood waste and cardboard shall be provided in a range of sizes to be selected by the Commercial Customer. The containers shall remain the property of the Contractor. Types of and disposal methods for Recyclable Materials shall conform with the standards established by the Southern Idaho Solid Waste District and by Blaine County through its solid waste collection center programs at the Ohio Gulch Transfer Station and Resource Recovery Center. Collection of Solid Waste and Recyclable Materials shall occur to the extent possible at or about the same time and on designated collection days between 7:00 o'clock a.m. and 6:00 o'clock p.m., unless special events or circumstances (e.g., weather) dictate different hours of collection. A designated collection day shall occur on a weekday approved by Hailey; provided, however, the Contractor shall not provide collection services on certain holidays (i.e., New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day) falling on a designated collection day. Should any of the above mentioned holidays occur on a designated collection day, collection shall occur on the following week day. The Contractor shall be responsible to notify the public about any change in a designated collection day caused by the occurrence of a holiday by taking out a "notice" ad in the weekly newspapers just before the holiday. The Contractor shall have the right to amend the designated collection date and routes so long as customer service is not otherwise affected; provided, however, the Contractor shall obtain approval from Hailey thirty (30) days before the change and the Contractor shall provide written notice to affected Commercial Customers a minimum of two (2) weeks prior to the change.
4. Hailey Festivals. The Contractor shall provide, at no charge to Hailey, Solid Waste and Recyclable Materials collection, hauling and disposal services for the 4th of July festivities, the Northern Rockies Folk Festival and the Trailing of the Sheep Festival. For the 4th of July festivities, the Contractor shall provide a 6 yard dumpster and fourteen 95 gallon recycling containers for plastic, glass and aluminum/tin at the rodeo grounds during the term of this Agreement and two 3 yard dumpsters at locations within Hailey designated by Hailey on July 3. For the Northern Rockies Folk Festival, the Contractor

shall provide a 6 yard dumpster, twelve 95 gallon recycling containers for plastic, glass and aluminum/tin at locations designated by Hailey or the sponsor of the Northern Rockies Folk Festival, before noon on the day of the first concert. For the Trailing of the Sheep Festival, the Contractor shall provide two 1.5 yard dumpsters and six 95 gallon recycling containers for plastic, glass and aluminum/tin at locations designated by Hailey or the sponsor of the Trailing of the Sheep Festival for one day (Roberta Mc Kercher Park event) and one 1.5 yard dumpster and three 95 gallon recycling containers for plastic, glass and aluminum/tin at locations designated by Hailey or the sponsor of the Trailing of the Sheep Festival for two days (dog trials) on the day before the events. Immediately before the 4th of July Rodeo and all July 4th related festival activity, the Summer's End Festival and the Trailing of the Sheep Festival, the Contractor shall provide, at no charge to Hailey, one 3 yard dumpster and three 95 gallon recycling containers for plastic, glass and aluminum/tin at the public camp site at Lion's Park, which shall be emptied and removed after each event. All other dumpsters and containers shall be emptied before 10:00 a.m. on the following day during any event and removed before noon on the day following the completion of the event.

5. Collection of Solid Waste, Recyclable Materials, Compostable Materials and Corrugated Cardboard Materials shall occur to the extent possible at or about the same time and on designated collection days between 7:00 a.m. and 6:00 p.m., unless special events or circumstances (e.g., weather) dictate different hours of collection. A designated collection day shall occur on a weekday approved by Hailey; provided, however, the Contractor shall not provide collection services on certain holidays (i.e., New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day) falling on a designated collection day. Should any of the above mentioned holidays occur on a designated collection day, collection shall occur on the following weekday. The Contractor shall be responsible to notify the public about any change in a designated collection day caused by the occurrence of a holiday by taking out a 6x8 ad in the weekly newspaper just before the holiday. The Contractor shall have the right to amend the designated collection date and routes so long as customer service is not otherwise affected; provided, however, the Contractor shall obtain approval from Hailey thirty (30) days before the change and the Contractor shall provide written notice to affected Residential Customers a minimum of two (2) weeks prior to the change.
6. Seasonal Waste, Corrugated Cardboard and Glass. The Contractor shall provide, to Hailey or Residential Customers, a single-point collection, hauling and disposal of yard waste, such as grass clippings, leaves, branches, clean wood and similar products, for two Saturdays in the spring and two Saturdays in the fall during the term of this Agreement. The location and dates shall be specified by Hailey and Contractor by administrative agreement. The Contractor shall provide, at no charge to Hailey or Residential Customers, collection, hauling and disposal of holiday trees in January during the term of this Agreement at a location specified by Hailey. The Contractor shall provide receptacle(s) (as agreed by the parties from time to time by administrative agreement) for glass disposal, at location(s) to be determined. All glass receptacles shall be emptied at a frequency to prevent overflow of glass from the roll-off dumpster or receptacle. All glass disposal receptacles shall not have an open top and shall be designed to minimize broken glass and safety hazards, such as the glass disposal opening being limited to a small size. All pickup sites shall be within or adjacent to the city limits of the City of Hailey.

7. Disposal The Contractor shall haul and dispose, in accordance with applicable federal, state and local laws, all legally acceptable Solid Waste, Glass, Compostable Materials, Corrugated Cardboard and Recyclable Materials collected within Hailey in accordance with this Agreement to the Southern Idaho Solid Waste Transfer Station at Ohio Gulch or to such other transfer station, landfill or recycling facility designated by the Blaine County Board of County Commissioners. To the greatest extent possible, all Recyclable Materials and items described in paragraph 4(B)(2), above, shall be disposed for recycling. The Contractor shall be responsible for the payment of all charges, including disposal fees, charges and truces, associated with the disposal of Solid Waste or Recyclable Material& collected from Hailey.
8. Public Information. The Contractor shall coordinate with Hailey to provide city staff and/or a 3rd party contractor with information and to help with dissemination of education and outreach materials in an effective and efficient manner to help promote composting, recycling and waste reduction.
9. Customer Inquiries. The Contractor shall respond to the following customer requests about:
 - i. Information regarding service options and procedures.
 - ii. Missed collections.
 - iii. Late set outs.
 - iv. Extra pickups.
 - v. Start-up or termination of service.
 - vi. Delivery and return of containers and bins.
 - vii. Conversion of containers.
 - viii. Billing and payment inquiries.
10. Local Office. The Contractor shall maintain a local office in Blaine County with telephone service and such staff as needed to respond to customer contacts, including service requests, orders for missed collections, orders for additional collections and requests for conversion of containers. Office hours shall be 8:00 a.m. to 5:00 p.m. of each weekday, except when holidays fall on weekdays.
11. Extra Pickups. The Contractor shall document all extra pickups and additional services provided to Residential Customers and shall furnish Hailey written documentation on a timely basis throughout a month of the extra pickups in addition to the weekly collection of Solid Waste and Recyclable Materials, so that these charges can be made on the current billings.
12. Bi-Annual Report. The Contractor shall submit to Hailey a bi-annual report on the first business day following November 1 and May 1, setting forth (a) the amount of Solid Waste collected for the weekly collection service (measured in tons), (b) the amount of Solid Waste collected for extra pickups (measured in tons), (c) the amount of Recyclable Materials collected (measured in tons), (d) the fees charged for conversion of containers, (e) the rentals charged for containers, (f) the frequency and type of container conversions, differentiating between container conversions for Recyclable Materials and Solid Waste and the number of conversions that result in an increase or decrease in size and (g) tipping fees or charges for the disposal of Solid Waste and Recyclable Materials.

- a. Right of Access. Hailey shall grant to the Contractor, during the term of this Agreement, the right and privilege of ingress and egress, to cross all public streets, alley and rights-of-way in Hailey, Any Solid Waste, Compostable Materials or Recyclable Materials collection shall be made on the public streets, alley and rights-of-way in Hailey in a manner causing the least delay and inconvenience to the public.
- b. Billing. Hailey shall be responsible for billing all customers covered by this Agreement for the weekly Solid Waste and Recyclable Materials collection services provided by the Contractor, in the amount of the Approved Fee established for such services by resolution or ordinance duly adopted by Hailey. Hailey shall also be responsible for billing all customers covered by this Agreement for extra pick-ups of Solid Waste and Recyclable Materials provided by the Contractor in the amount of the Approved Fees established for such services by resolution or ordinance duly adopted by Hailey.

Fees adopted by resolution or ordinances shall be effective the first of the month following the effective date of this Agreement and within 60 days of the effective date of any amendment to this Agreement. Hailey shall maintain adequate records of billings, collections and outstanding accounts, and shall furnish Contractor with such records upon reasonable request. Hailey shall furnish Contractor timely information about new residential customers.

- c. Payment to Contractor. Hailey shall remit to the Contractor all Fees received for the Solid Waste, Compostable Materials, Corrugated Cardboard, Glass and Recyclable Materials collection services provided by the Contractor under this Agreement, less an amount equal to seven percent (7%) of all Fees collected, which sum shall be retained by Hailey as consideration for performance of the monthly billing services provided for herein and for educational outreach, and less an amount equal to six percent (6%) of all Fees collected, which sum shall be retained by Hailey as a franchise fee. Hailey shall begin the payment of the Fees collected, less thirteen percent (13%), as described herein, to Contractor on or before the last day of July, 2021, and continuing every month thereafter during and beyond the original term and renewed term, if any, of *this* Agreement for those Fees which were billed and collected pursuant to this Agreement.

- i. Hold-Back Proviso. Maximum monthly payments from the City to the Contractor shall not exceed one hundred and sixty-two thousand and five hundred dollars. (\$162,500) (hereinafter the "base sum"). The parties recognize the many variables with the Contractor's rate structure, set after negotiations with the City insisting on higher fees for larger cart sizes with the intention of motivating customers to move to smaller, less costly carts. To assure excessive revenue does not become a windfall to the contractor, should monthly collections, less collection and franchise fees, exceed one hundred and sixty-two thousand and five hundred dollars (\$162,500), that base sum shall be paid to the contractor, and funds in excess thereof shall be deposited in an interest bearing account, held in trust by the City, to benefit the rate payers in future rate resetting, including those contemplated, under negotiation, new services, but not including new growth. A full accounting of this Hold-Back Trust Account shall be reported to contractor on a monthly basis, and considered as part of the ongoing negotiations hereunder.

- d. Collection. If a Residential Customer is delinquent in payment to the City for Solid Waste, composting and recycling services, Hailey will follow the procedures for notification and termination of water service described in §13.04.150(D) of the Hailey Municipal Code, as amended. If there is termination of the Residential Customer's water service under the applicable procedure, Hailey will notify the Contractor to discontinue

garbage service. Hailey shall make good faith efforts to collect on any delinquent account.

- e. Agreement Not to Compete. Except as otherwise provided herein, upon execution of this Agreement and before the expiration or earlier termination of this Agreement, Hailey agrees not to compete with the Contractor or provide the services to be provided by Contractor under this Agreement.
- f. Mutual Duty of the Parties. Recognizing that this agreement is effective only for one year from the effective date hereof, and recognizing the new rate structure adopted hereunder, and the new and enhanced services contemplated herein; the unknown number of rate payers that may transition to smaller roll carts due to cost factors, and the impact that shift might have on the overall fees paid and collected, the parties agree to quarterly review of the rate structure to verify ongoing costs and receipts as a good faith method of ultimately entering into an Amended Franchise Agreement and cost structure for the desired new and enhanced services contemplated hereby and under continuing negotiations. In keeping herewith, The parties agree to meet not less frequently than every three months during the Extended Terms of the Franchise Agreements for the purpose of considering and negotiating, in good faith, potential amendments to the Franchise Agreements or either of them, that would require the Contractor to provide new or revised services for collecting, recycling, composting and/or disposing of residential or commercial solid waste generated within the City of Hailey, and any appropriate amendments to the schedule of the Approved Fees which the Contractor will be authorized to assess for any such new or revised services.

6. Franchise Fee. As set forth in paragraph 5(C) of this Agreement, Contractor shall pay Hailey and Hailey shall retain 6% of the gross revenue collected by Hailey as a franchise fee.

7. Security. The Contractor shall provide and maintain during the term of this Agreement security in the form of a performance bond, irrevocable letter of credit or cash equivalent ("Security") for the use and benefit of Hailey and in a form acceptable to Hailey. The Security shall cover Contractor's failure to faithfully perform all of the provisions of this Agreement. The Security shall contain appropriate recitations that it is issued pursuant to this Agreement and that it shall be construed to meet all requirements of this Agreement. The performance bond or irrevocable letter of credit shall be issued by a surety company or a financial institution authorized to do business in the State of Idaho, acceptable to Hailey and in the amount of \$100,000.00. The Contractor shall submit the Security to the City Clerk, City of Hailey, 115 Main Street So., Suite H, Hailey, Idaho 83333.

8. Insurance.

A. Required Insurance. During the term of this Agreement, the Contractor shall keep in full force and effect at its sole expense the following insurance with the following limits on an occurrence basis:

- 1. Comprehensive General Liability and Property Damage Insurance.

<u>Minimum Limits</u>	
Bodily Injury	\$5,000,000
Property Damage	\$5,000,000

- 2. Automobile Liability (owned, non-owned and hired).

<u>Minimum Limits</u>	
Bodily Injury	\$5,000,000
Property Damage	\$5,000,000

3. Employer's Liability Insurance covering each employee in the execution of the work to the extent such employee is not covered by worker's compensation.

<u>Minimum Limits</u>	
Per Accident	\$5,000,000

4. The Contractor shall secure and maintain at least the statutory amounts of worker's compensation, disability benefits, and unemployment insurance in accordance the laws of the State of Idaho.
 - A. Additional Insured. The Contractor's certificates of insurance shall name Hailey, its officials, employees and agents as additional named insured and shall be endorsed to specify that such policies cover the liability assumed by Contractor under this Agreement.
 - B. Notification. Such insurance shall provide at least thirty (30) days written notice to Hailey before such policy is suspended, canceled, amended or terminated.
 - C. Proof of Insurance. On or before the execution of this Agreement, the Contractor shall provide evidence of acceptable insurance at limits listed above to City Clerk, City of Hailey, 115 Main Street So., Suite H, Hailey, Idaho 83333.

9. Equipment and Personnel.

- A. Equipment. The Contractor shall furnish during the term of this Agreement a sufficient quantity and quality of vehicles and equipment to collect and dispose of Solid Waste, Compostable Materials and Recyclable Materials as provided herein. The vehicles shall (a) be clean and uniformly painted, (b) be equipped with warning devices, (c) prevent littering, (d) be sealed to prevent leakage, (e) lawfully registered and (f) be in good and safe running order. All containers shall be sealed, equipped with close fitting covers and in good operable condition. Equipment shall be secured within 60 days of adoption of this Agreement and amendment to this Agreement.
- B. Personnel. The Contractor shall employ during the term of this Agreement a sufficient number of skilled, trained and competent personnel to collect, haul and dispose of the Solid Waste and recyclable Materials collected under this Agreement, and a sufficient number of managerial and office personnel to provide the necessary services described in this Agreement. The Contractor acknowledges and agrees to follow fair labor and nondiscrimination practices in accordance with state and federal laws. The Contractor also agrees to require that its employees and agents act in respectful manner while providing the public services described in this Agreement.

10. Data Collection. During the term of this Agreement, the Contractor shall upon request by Hailey provide to Hailey written documentation showing (a) the amount of Solid Waste collected for the weekly collection service (measured in tons), (b) the amount of Solid Waste collected for extra, pickups (measured in tons), (c) the amount of Compostable Materials collected (measured in tons) (d) the amount of Corrugate Cardboard collected (measured in tons); the amount of Recyclable Materials collected (measured in tons), (e) the fees charged for conversion of

containers, (f) the rentals charged for containers, (g) the frequency and type of container conversions, differentiating between container conversions for Recyclable Materials and Solid Waste and the number of conversions that result in an increase or decrease in size, and (h) tipping fees or charges for the disposal of Solid Waste and Recyclable Materials.

11. Default and Termination. Termination for Cause. Hailey may terminate this Agreement for cause if the Contractor fails to perform or defaults on any of the duties or responsibilities set forth in this Agreement.

- A. Corrective Action. If Hailey finds that the Contractor has failed to perform or defaulted on any or all of the duties or responsibilities set forth in this Agreement, Hailey shall provide the Contractor a written "Notice of Intent to Terminate" the Agreement in accordance with paragraph 17(M) of this Agreement. The "Notice of intent to Terminate" shall describe with sufficient detail the Contractor's failure to perform and/or default. The Contractor shall have a period of thirty (30) days from the receipt or delivery of the Notice of Intent to Terminate the Agreement to correct the failure to perform or default. If the Contractor fails to correct the failure to perform and/or default within thirty (30) days, Hailey may terminate this Agreement immediately without further notice. The Contractor shall be given a Notice of Termination in accordance with paragraph 17(M) of this Agreement.
- B. Bond Payment. In the event of termination of this Agreement caused by the default(s) of the Contractor, the surety providing the performance bond shall undertake or cause to be undertaken the work required to be performed pursuant to this Agreement for remainder of the term of this Agreement.
- C. Emergency Provision. The parties recognize that the public health, safety and welfare may be endangered by any disruption of the solid waste collection system. Therefore, the parties agree in the event solid waste collection is interrupted for more than ninety six (96) hours, Hailey shall have the authority and be entitled to declare a public emergency, and shall have the right to take temporary possession of the Contractor's equipment and facilities for the purpose of continuing the service that the Contractor has agreed to provide, in which case Hailey shall notify the Contractor and schedule a hearing at least twenty four (24) hours before taking temporary possession of the Contractor's equipment and facilities. Hailey shall have the right to retain possession of the Contractor's equipment and facilities until the Contractor can demonstrate to the reasonable satisfaction of Hailey that the service required under this Agreement can be resumed. During any period that Hailey has temporarily assumed the obligations of the Contractor, Hailey shall be entitled to all revenue, less payment to Contractor for a reasonable rental for the facilities, equipment and other property used by Hailey in the performance of the services required under this Agreement.
- D. Failure Amend Reflecting New/Enhanced Services. The parties recognize the either party, upon sixty (60) days written notice may revoke this agreement, and the Franchise Ordinance upon which is based, upon sixty-days written notice, in the event the parties, to their mutual satisfaction, have not entered into one or more amended Franchise Agreements one-year from the effective date hereof.

12. Indemnification. The Contractor and its employees are independent contractors. and are not, under this Agreement, employees or agents of Hailey. The Contractor covenants and agrees to indemnify, defend and hold Hailey harmless from and against any and all claims, demands, causes of action, suits, losses, liabilities, damages, costs, and expenses, including attorney fees, that may accrue, directly or indirectly, by reason of any act or omission on the part of the Contractor, its

agents, employees, assigns or anyone subcontracting with the Contractor, related to the collection, hauling or disposal of Solid Waste and Recyclable Materials as provided under this Agreement or the provision of any service or duty under this Agreement.

13. Annexation. In the event Hailey annexes additional territory during the term of this Agreement, the Contractor shall have the exclusive authority, duty and privilege to engage in the business of collecting, transporting, processing and disposing of Solid Waste, Compostable Materials and Recyclable Materials, as described in paragraph two (2) of this Agreement, in the annexed territory for the remainder of the term of this Agreement, unless the additional territory annexed by Hailey is served by another solid waste and/or recycling company, in which case the Contractor shall have the non-exclusive authority and privilege to engage in the business of collecting, transporting, processing and disposing of Solid Waste and Recyclable Materials.

14. Ownership of Solid Waste. Title to Solid Waste, Compostable Materials and Recyclable Materials shall pass to the Contractor when placed in Contractor's collection vehicles and removed by Contractor from a container. By virtue of this Agreement, Hailey shall never have title to the Solid Waste, Compostable Materials or Recyclable Materials collected under the terms of this Agreement. In accordance with Subtitle C of the Resource Conservation and Recovery Act of 1976, as amended, title to all Hazardous Materials and otherwise prohibited waste remains with the generator. Nothing provided herein limits any recourse the Contractor or Hailey may have against any generator for disposal of any Hazardous Material or prohibited waste.

15. Compliance with Laws. The Contractor shall comply with all applicable federal, state and local statutes, laws, rules, regulations and ordinances, including the Federal Occupational Safety and Health Act of 1970, as amended, and including statutes, laws, rules, regulations and ordinances, as they now exist or may hereafter be amended, relating to Hazardous Materials and relating to the collection and transportation of Solid Waste.

16. Recycling and Composting Revisions. In the event Blaine County or the Southern Idaho Solid Waste District elects to convert to a single or dual stream recycling process or additional incentive recycling programs involving Recyclable Materials are established, Hailey shall notify Contractor of any proposed revision, in which case the Contractor may, within thirty (30) days of such notice, seek a change in the fee schedule adopted pursuant to paragraph 5(c) of this Agreement. Upon receipt of the proposed fee schedule, Hailey, in its sole discretion, may or may not approve. If approved, the resolution or ordinance described in paragraph 5(c) of this Agreement shall be amended. Contractor shall report annually to the City changes in bin sizes requested by customers. An annual rate review based on bin sizes shall be conducted and considered by the City.

17. Miscellaneous Provisions.

- A. Paragraph headings. The headings in this Agreement are inserted for convenience and identification only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any of the provisions of the Agreement.
- B. Provisions Severable. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Agreement.
- C. Rights and Remedies are Cumulative. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall not preclude nor waive its rights to use any or all other remedies. Any rights provided to the parties under this Agreement are given in addition to any other rights the parties may have by law, state, ordinance or otherwise.

- E. Attorney's Fees. In the event of any dispute with regard to the interpretation or enforcement of this Agreement, the prevailing party shall be entitled to recover its reasonable costs and attorney's fees incurred therein, whether or not a lawsuit is actually filed, and on any appeals, and in any bankruptcy proceeding.
- F. Successors and Assigns. This Agreement and the terms and provisions hereof shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of the parties hereto.
- G. Entire Agreement. This Agreement contains the entire agreement between the parties respecting the matters herein set forth and supersedes all prior agreements between the parties hereto respecting such matters.
- H. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Idaho.
- I. Preparation of Agreement. No presumption shall exist in favor of or against any party to this Agreement as a result of the drafting and preparation of this document.
- J. No Waiver. No waiver of any breach by either party of the terms of this Agreement shall be deemed a waiver of any subsequent breach of the Agreement.
- K. Counterparts. This Agreement may be executed simultaneously in one or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- L. Amendment. No amendment of this Agreement shall be effective unless the amendment is in writing, signed by each of the parties.
- M. Savings Clause. If any of the provisions of this Agreement shall be held to be unenforceable or unconstitutional, the remaining provisions shall nevertheless be enforceable.
- N. Notices. All notices and demands of any kind which either party hereto may be required or desires to serve upon the other party under the terms of this Agreement shall be in writing and shall be served upon such other party by personal service, or by leaving a copy of such notice or demand at the address hereinafter set forth, whereupon service shall be deemed complete, or by mailing a copy thereof by certified or registered mail, airmail if the address is outside the state in which the same is mailed, postage prepaid, with return receipt requested, addressed as follows:

HAILEY: City of Hailey
c/o City Clerk
115 South Main Street
Suite H.
Hailey, Idaho 83340

CONTRACTOR: OBRAS, LLC., d/b/a Clear Creek Disposal, Inc.
P.O. Box 130
Ketchum, Idaho 83340

In case of service by mail, it shall be deemed complete on the day of actual delivery as shown on the addressee's registry of certification receipt or at the expiration of the third day after the date of mailing, whichever first occurs. The addresses to which

notices and demands shall be delivered or sent may be changed from time to time by notice served as hereinabove provided by either party upon the other party.

O. Assignment. The parties agree that this Agreement shall not be assigned, in whole or in part, to any other person or entity without the prior written consent of Hailey, in the sole discretion of Hailey. The parties also agree that the Contractor is prohibited from conveying, in any manner, directly or indirectly, any majority or controlling interest in the Contractor's business entity, regardless whether it is a corporation, limited liability company or other legal entity, without the prior written consent of Hailey.

P. Force Majeure. Neither party shall be liable for failure to perform hereunder, in whole or in part, due to contingencies beyond the party's reasonable control, including but not necessarily limited to acts of God, the public enemy, fire, floods, epidemics, earthquakes, quarantine restrictions, and strikes not created by the Contractor, whether now existing or hereafter created.

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

CITY OF HAILEY

By: _____
Martha Burke

ATTEST:

Mary Cone, City Clerk

CONTRACTOR- OBRAS, L.L.C.

By: _____
Mike Goitiandia, Managing Member

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 10/23/23

DEPARTMENT: PW

DEPT. HEAD SIGNATURE: BY _____

SUBJECT: Continuing discussion of the proposed Quigley Road Bike Pathway Project, reduce the width of Quigley Road, and direct staff for final design. **ACTION ITEM**

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

This project has previously been reviewed and discussed by Council on June 13th, August 28th, and September 25th 2023. Staff also held a public workshop on September 14th and gathered feedback. Staff is asking council for direction to construct the pathway in one of the following locations:

- a) A pathway that is detached from the roadway as shown on the current plan set, or
- b) A 14' wide pathway that is attached to the roadway.

In addition to the location of the pathway, council will consider reducing the width of Quigley Road.

Final design drawings are attached with final dimensions to be discussed at the meeting.

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:

Continuing discussion of the proposed Quigley Road Bike Pathway Project, reduce the width of Quigley Road, and direct staff for final design. **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 # _____

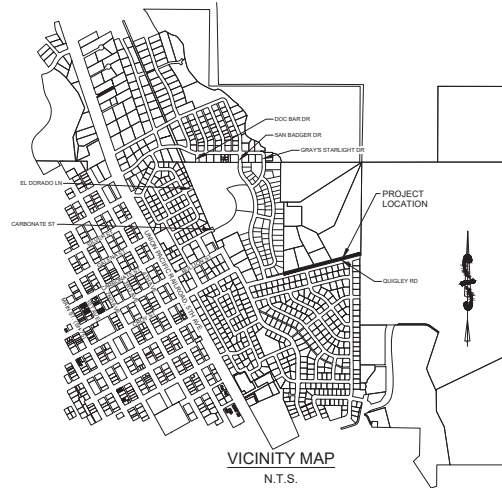
QUIGLEY ROAD BIKE PATH PROJECT 2023

HAILEY, IDAHO

SEPTEMBER 2023

GENERAL CONSTRUCTIONS NOTES

- ALL CONSTRUCTION SHALL BE IN CONFORMANCE WITH THE MOST CURRENT EDITION OF THE "IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION" (ISPCW) AND CITY OF HAILEY STANDARDS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING AND KEEPING A COPY OF THE ISPCW AND CITY OF HAILEY STANDARDS ON SITE DURING CONSTRUCTION.
- 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 COMMENCING AND 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 ANY AND ALL UNDERGROUND UTILITIES. CONTRACTOR SHALL CALL DGLINE (1-800-343-1585) TO LOCATE ALL EXISTING UNDERGROUND UTILITIES A MINIMUM OF 48 HOURS IN ADVANCE OF EXCAVATION.
- CONTRACTOR SHALL COORDINATE RELOCATIONS OF DRY UTILITY FACILITIES (POWER, CABLE, PHONE, TV) WITH THE APPROPRIATE UTILITY FRANCHISE.
- 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.
- 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.
- ALL CLEARINGS & GRUBBING SHALL CONFORM TO ISPCW SECTION 201.
- ALL EXCAVATION & EMBANKMENT SHALL CONFORM TO ISPCW SECTION 202. SUBGRADE SHALL BE EXCAVATED AND SHAPED TO LINE, 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 DENSITY MEASUREMENTS, THE SUBGRADE MAY BE PROOF-ROLLED TO THE APPROVAL OF THE ENGINEER.
- PROOF-ROLLING:** 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 WATER TRUCK, OR LOADED DUMP TRUCK, AS ACCEPTED BY THE ENGINEER. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER OF UNSUITABLE SUBGRADE MATERIAL AREAS, AND/OR AREAS NOT CAPABLE OF 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.
- IF, IN THE OPINION OF THE ENGINEER, THE CONTRACTOR'S OPERATIONS RESULT IN DAMAGE TO, OR PROTECTION OF, THE SUBGRADE, THE CONTRACTOR SHALL, AT HIS OWN EXPENSE, REPAIR THE DAMAGED SUBGRADE BY OVER-EXCAVATION OF UNSUITABLE MATERIAL TO FIRM SUBSOIL, LINE EXCAVATION WITH GEOTEXTILE FABRIC, AND BACKFILL WITH PIT RUN GRAVEL.
- ALL 2" MINUS GRAVEL SHALL CONFORM TO ISPCW 802, TYPE II (TD STANDARD 703.04, 2") SHALL BE PLACED IN CONFORMANCE WITH ISPCW SECTION 801 AND COMPACTED PER SECTION 202. MINIMUM COMPACTION OF PLACED MATERIAL SHALL BE 90% OF MAXIMUM LABORATORY DENSITY AS DETERMINED BY AASHTO T-99.
- ALL 3/4" MINUS CRUSHED GRAVEL SHALL CONFORM TO ISPCW 802, TYPE I (TD STANDARD 703.04, 3/4" B) SHALL BE PLACED IN CONFORMANCE WITH ISPCW SECTION 802 AND COMPACTED PER SECTION 202. MINIMUM COMPACTION OF PLACED MATERIAL SHALL BE 95% OF MAXIMUM LABORATORY DENSITY AS DETERMINED BY AASHTO T-99 OR TD T-91.
- ALL ASPHALTIC CONCRETE PAVEMENT WORK SHALL CONFORM TO ISPCW SECTION(S) 805, 810, AND 811 FOR CLASS II PAVEMENT. ASPHALT AGGREGATE SHALL BE 1/2" (3MM) NOMINAL SIZE CONFORMING TO TABLE 803B IN ISPCW SECTION 803. ASPHALT BINDER SHALL BE PG 58-28 CONFORMING TO TABLE A-1 IN ISPCW SECTION 805.
- ASPHALT SAWCUTS 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.
- 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).
- ALL TRENCHING SHALL CONFORM TO ISPCW STANDARD DRAWING SD-301. TRENCHES SHALL BE BACKFILLED AND COMPACTED TO A MINIMUM OF 95% OF MAXIMUM DENSITY AS DETERMINED BY AASHTO T-99.
- PER IDAHO CODE § 55-1013, 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.
- 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 ISPCW AND ADA COUNTY HIGHWAY DISTRICT (AHD) REQUIREMENTS. REPORTS SHALL BE SUBMITTED TO THE ENGINEER WITHIN TWO WEEKS OF TESTING.



LEGEND			
	Right-of-way		Sign
	Property Line		TV Vault
	City Limits		Gas Meter
	8' Contour Interval		Cable TV Riser
	1' Contour Interval		Telephone Riser
	Flow Line of Creek/Ditch		MB - Mailbox
	Fence Line		Conifer Tree
	Asphalt		Deciduous Tree
	Concrete		
	Gravel Drive		
	Edge of Gravel		
	Buried Power		
	Power Pole		
	Sewer Main		
	Sewer Service		
	Sewer Manhole		
	12" Water Main		
	8" Water Main		
	6" Water Main		
	Water Service		
	Water Meter		
	Fire Hydrant		
	Water Valve		

SHEET INDEX

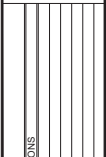
SHEET#	DESCRIPTION
CO.10	COVER SHEET
CO.20	EXISTING SITE CONDITIONS
CO.30	DEMOLITION PLAN
C1.00	DETAIL SHEET
C1.10	SURVEY MONUMENT SHEET AND SITE GEOMETRY PLAN
C1.20-C1.40	PLAN AND PROFILE SHEETS

QUIGLEY ROAD BIKE PATH PROJECT 2023
AT DEERFIELD SUBD. NO. 3 & 4, AND MARVIN GARDENS
COVER SHEET



DESIGNED BY: CT
DRAWN BY: CT
CHECKED BY: MS
SURVEY DATE: 05/24/23

GALENA - BENCHMARK ENGINEERING
21244 855228
100 BELL DRIVE
KETCHUM, IDAHO 83340
(208) 720-0147
www.galenabenchmark.com



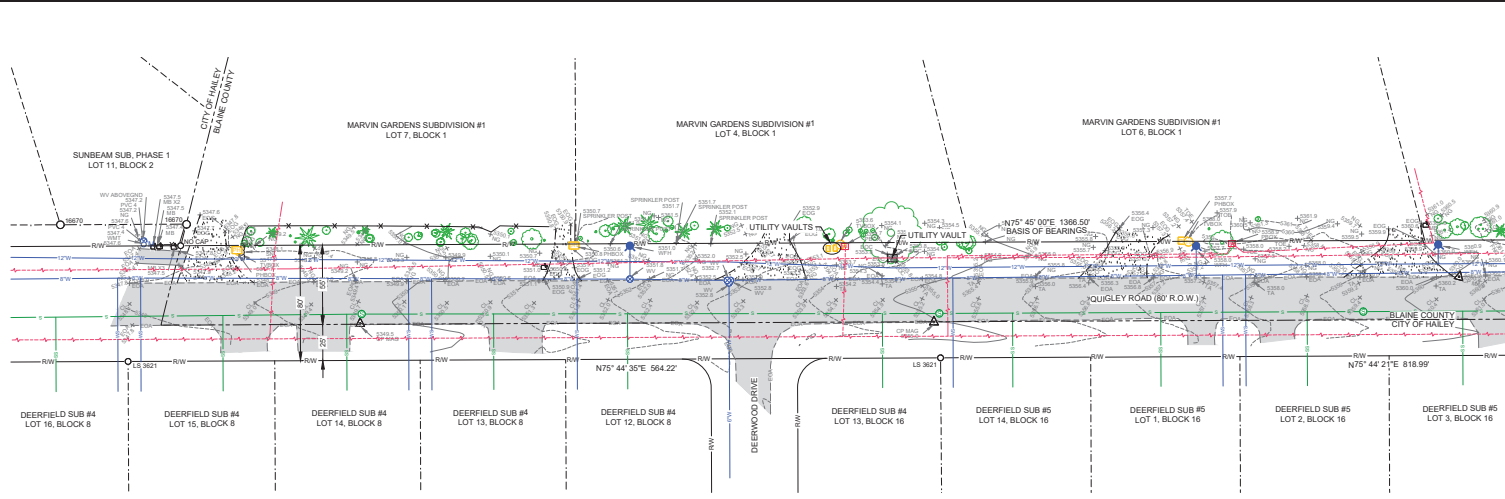
CIVIL ENGINEER
MATT SMITHMAN, PE
GALENA-BENCHMARK ENGINEERING
PO BOX 733
100 BELL DRIVE
KETCHUM, IDAHO 83340

LAND SURVEYOR
ROBERT BREIER, PLS
GALENA-BENCHMARK ENGINEERING
100 BELL DRIVE
KETCHUM, IDAHO 83340

NO.	DATE	BY	REVISIONS

CO.10

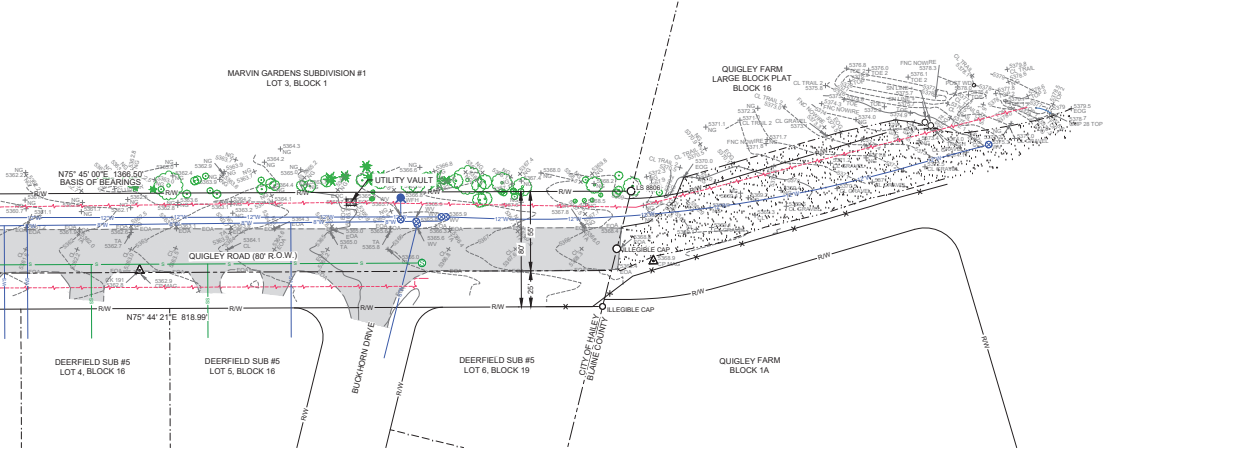
RELEASE OF DRAWINGS: These drawings, or any portion thereof, shall not be used without the written consent of the engineer. A. A. W. & Associates, Inc. is not responsible for any errors or omissions in this drawing.



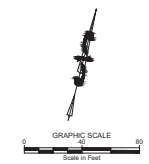
- NOTES**
- SURVEY NOTES & NARRATIVE:**
1. THE PURPOSE OF THIS MAP IS TO SHOW LIMITED SITE INFORMATION AS IT EXISTED ON THE DATE THE FIELD SURVEY WAS PERFORMED IN RELATION TO THE QUIGLEY ROAD RIGHT-OF-WAY. CHANGES MAY HAVE OCCURRED TO SITE CONDITIONS SINCE SURVEY DATE. THE RIGHT-OF-WAY IS BASED ON FOUND MONUMENTS. ALL FOUND MONUMENTS WERE ACCEPTED AS EITHER ORIGINAL CORNERS, OR REPLACEMENTS OF ORIGINAL CORNERS.
 2. REFERENCED SURVEYS: DEERFIELD SUB. NO. 4, INSTRUMENT NO. 371157; DEERFIELD SUB. NO. 5, INSTRUMENT NO. 379385; MARVIN GARDENS NO. 1 SUBD., INSTRUMENT NO. 20895; MARVIN GARDENS NO. 1 SUBD., LOTS 4, 5 & 6 AMENDED, INSTRUMENT NO. 21720; SUNBEAM SUBD. PHASE 1, INSTRUMENT NO. 82301; QUIGLEY FARM LARGE BLOCK PLAT, INSTRUMENT NO. 653825.
 3. VERTICAL DATUM: NAVD83.
 4. ALL DISTANCES SHOWN ARE MEASURED GROUND DISTANCES IN FEET. REFER TO THE ABOVE REFERENCED DOCUMENTS FOR PREVIOUS RECORD DATA.
 5. BOUNDARY LINES AND CERTAIN EASEMENTS SHOWN HEREON ARE PER PLAT. REFER TO PLAT & CC&RS FOR CONDITIONS AND/OR RESTRICTIONS REGARDING THIS PROPERTY.
 6. UTILITIES AND DRAIN PIPES IF SHOWN HEREON ARE PER SURFACE EVIDENCE ONLY. OTHER UNDERGROUND UTILITIES MAY EXIST. LOCATION OF UNDERGROUND UTILITIES AND SERVICES SHOULD BE CONFIRMED PRIOR TO EXCAVATION OR DESIGN.
 7. CONTOUR INTERVAL: 1'
 8. MAP SCALE: DUE TO ELECTRONIC MAP DELIVERY AND ALTERNATE PRINTING METHODS, PLEASE USE BAR SCALE TO DETERMINE ACTUAL PRINTED SCALE.

MATCHLINE (SEE BELOW)

MATCHLINE (SEE ABOVE)



- LEGEND**
- | | | | |
|--|-------------------------------------|--|-------------------------------|
| | Right-of-way | | SGN = Sign |
| | Approximate lot line (not surveyed) | | TV Vault |
| | City Limits | | GMTR = Gas Meter |
| | | | TVBOX = Cable TV Riser |
| | | | PHBOX = Telephone Riser |
| | | | MB = Mailbox |
| | 5' Contour Interval | | CT = Conifer Tree |
| | 1' Contour Interval | | DT = Deciduous Tree |
| | FL = Flow Line of Creek/Ditch | | AP = Angle Point |
| | PNC = Fence Line | | BEG = Beginning |
| | Asphalt | | CLUST = Cluster |
| | Concrete | | CMP = Compacted Metal Pipe |
| | Gravel Drive | | EOA = Edge of Asphalt |
| | EOG = Edge Of Gravel | | EOC = Edge of Concrete |
| | Buried Power | | FL = Flag Line |
| | PBOX = Power Box | | IC = Irregular Cap |
| | Sewer Man | | MH = Manhole |
| | Sewer Service | | NG = No Cap |
| | Sewer Manhole | | NG = Natural Ground |
| | 12" Water Man | | PVC = Polyvinyl Chloride Pipe |
| | 6" Water Man | | TA = Top of Asphalt |
| | 6" Water Main | | TOE = Toe of Slope |
| | Water Service | | TOP = Top of Slope |
| | WMTR = Water Meter | | |
| | FH = Fire Hydrant | | |
| | WV = Water Valve | | |



QUIGLEY ROAD BIKE PATH PROJECT 2023
AT DEERFIELD SUBD. NO. 3 & 4, AND MARVIN GARDENS
EXISTING SITE CONDITIONS
 LOCATED WITHIN SECTION 10, T24 N, R 18 E, B 1A, CITY OF HALEY, BLAINE COUNTY, IDAHO
 PROJECT INFORMATION: PROJECT NO. 23-001, DRAWING NO. 23-001-01, DATE: 08/20/23



DESIGNED BY: CT
 DRAWN BY: CT
 CHECKED BY: RCB
 SURVEY DATE: 05/24/23

GALENA - BENCHMARK
ENGINEERING
 1008 1/2 E. Main Street
 Boise, Idaho 83720
 (208) 333-1340
 www.galenabenchmark.com

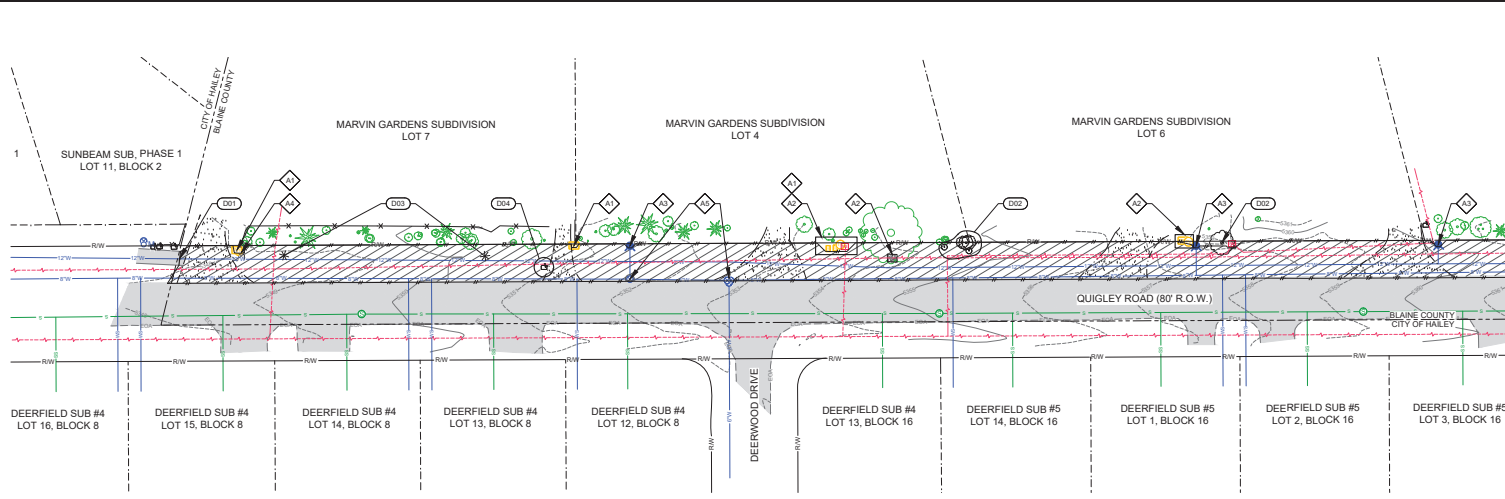


NO.	DATE	BY	REVISIONS

PURPOSE: TOPOGRAPHIC MAP
 GRAPHIC SCALE: 1" = 90'

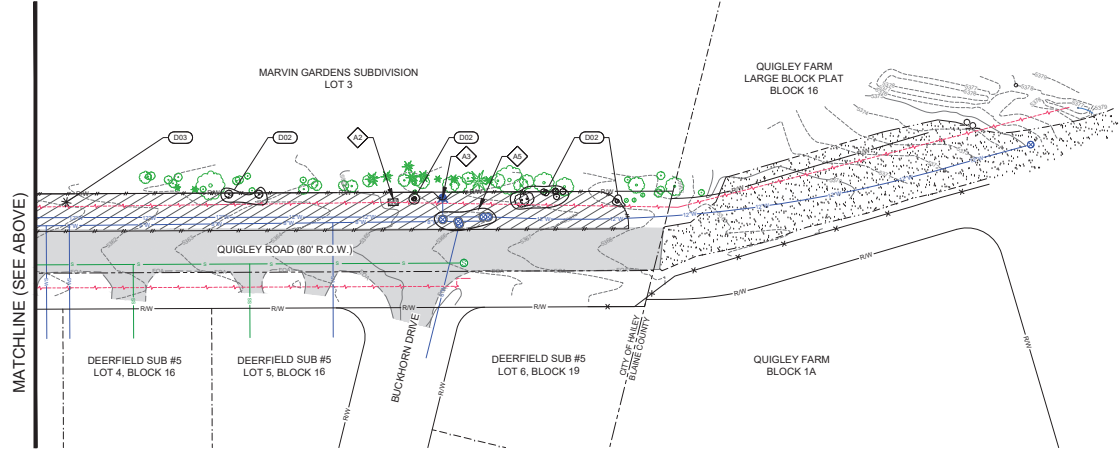
C0.20

RELEASE OF DRAWINGS: These drawings, or any portion thereof, shall not be used without the prior written consent of the engineer. A. W. W. with Galena-Benchmark Engineering.



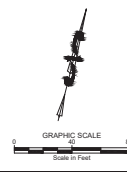
MATCHLINE (SEE BELOW)

- SITE DEMOLITION KEY NOTES**
- SAWCUT EXISTING ASPHALT TO PROVIDE FOR A CLEAN VERTICAL EDGE.
 - REMOVE AND DISPOSE OF TREES AND ROOT BALLS.
 - GENERAL SITE CLEARING AND GRUBBING.
 - ⊠ REMOVE AND RETAIN MAILBOX FOR FUTURE REUSE. CONTRACTOR TO COORDINATE ACTIVITY WITH OWNER. REFER TO SHEET C1.20, KEY NOTE SEE FOR RE-INSTALLATION NOTES.
 - ◇ RETAIN AND PROTECT
 1. UTILITY RISERS / BOXES
 2. UTILITY VAULT
 3. FIRE HYDRANT
 4. SIGN
 5. WATER VALVE



MATCHLINE (SEE ABOVE)

- LEGEND**
- Right-of-way
 - - - - - Approximate lot line (not surveyed)
 - City Limits Line
 - 5' Contour Interval
 - 1' Contour Interval
 - Flow Line of Creek/Ditch
 - Fence Line
 - Asphalt
 - Concrete
 - Gravel Drive
 - Edge of Gravel
 - Buried Power
 - Power Box
 - Sewer Man
 - Sewer Service
 - Sewer Manhole
 - 12" Water Main
 - 8" Water Main
 - 6" Water Main
 - Water Service
 - Water Meter
 - Fire Hydrant
 - Water Valve
 - Sign
 - TV Vault
 - Gas Meter
 - Cable TV Riser
 - Telephone Riser
 - MB = Mailbox
 - Conifer Tree
 - Deciduous Tree



QUIGLEY ROAD BIKE PATH PROJECT 2023
AT DEERFIELD SUBD. NO. 3 & 4, AND MARVIN GARDENS
SITE DEMOLITION PLAN
 LOCATED WITHIN SECTION 10, 12, 24, R. 18 E. 18 N., CITY OF HALEY, BLAINE COUNTY, IDAHO
 PROJECT INFORMATION
 DRAWN BY: J. B. BENTON
 CHECKED BY: J. B. BENTON
 DATE: 02/28/23

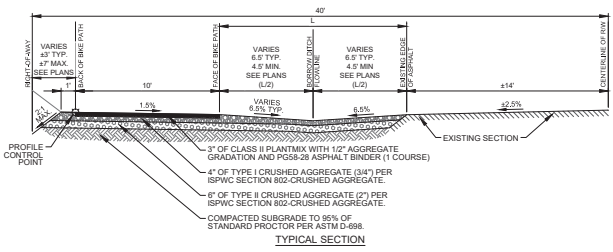


DESIGNED BY: CT
 DRAWN BY: CT
 CHECKED BY: MS
 SURVEY DATE: 05/24/23

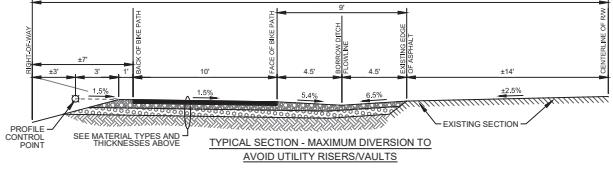
GALENA-BENCHMARK ENGINEERING
 1000 W. Main Street
 Boise, Idaho 83725
 (208) 333-8340
 www.galena-benchmark.com

REVISIONS			
NO. DATE BY			

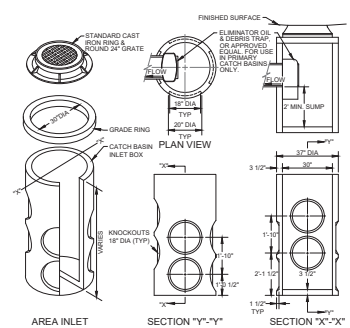
PURPOSE: ISSUE FOR CONSTRUCTION
 C0.30



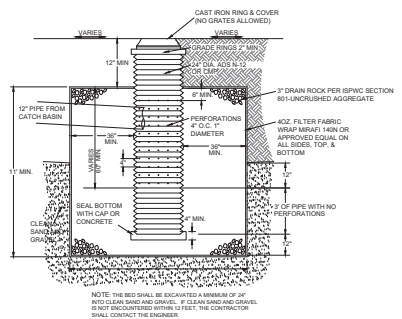
1 TYPICAL BIKE PATH SECTION
N.T.S.



1 TYPICAL BIKE PATH SECTION
N.T.S.

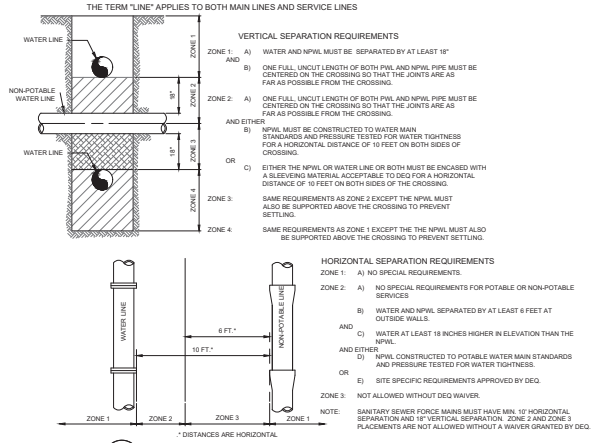


2 30\"/>

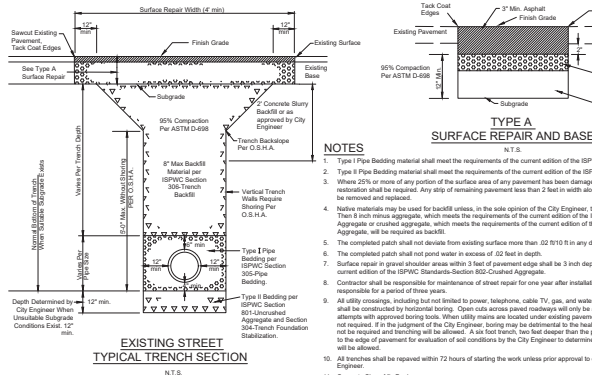


3 CITY OF HAILEY DRYWELL DETAIL
N.T.S.

- CATCH BASIN INSTALLATION NOTES:**
1. A PRIMARY CATCH BASIN IS DEFINED AS THE FIRST STORM STRUCTURE UPSTREAM OF A DRYWELL. A SATELLITE CATCH BASIN IS DEFINED AS THE STORM STRUCTURE UPSTREAM OF THE PRIMARY CATCH BASIN.
 2. THE OIL & DEBRIS TRAP SHALL BE INSTALLED ON THE OUTLET OF THE PRIMARY CATCH BASIN ONLY, NOT ON SATELLITE CATCH BASINS.
 3. PLACE A MINIMUM OF 4\"/>

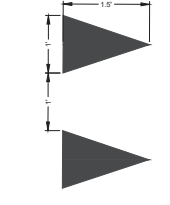


4 POTABLE AND NON-POTABLE WATER LINE (NPWL) SEPARATION
N.T.S.



5 TRENCH AND SURFACE REPAIR DETAIL (18.14.010.A.1)
N.T.S.

- NOTES:**
1. Type I Pipe Bedding material shall meet the requirements of the current edition of the ISWPC Standards-Section 305-Pipe Bedding.
 2. Type II Pipe Bedding material shall meet the requirements of the current edition of the ISWPC Standards-Section 305-Pipe Bedding.
 3. When 25% or more of any portion of the surface area of any pavement has been damaged within the project limits, full restoration shall be required. Any strip of remaining pavement less than 2 feet in width along curb and gutter or pavement edge shall be removed and replaced.
 4. Native materials may be used for backfill unless, in the sole opinion of the City Engineer, the native material is found to be unstable. Then 8 inch minus aggregate, which meets the requirements of the current edition of the ISWPC Standards-Section 802-Crushed Aggregate, will be required as backfill.
 5. The completed patch shall not deviate from existing surface more than 0.2\"/>



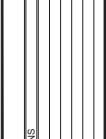
6 YIELD LINE MARKING
N.T.S.

QUIGLEY ROAD BIKE PATH PROJECT 2023
AT DEERFIELD SUBD. NO. 3 & 4, AND MARVIN GARDENS
DETAIL SHEET



DESIGNED BY: CT
DRAWN BY: CT
CHECKED BY: MS
SURVEY DATE: 05/24/23

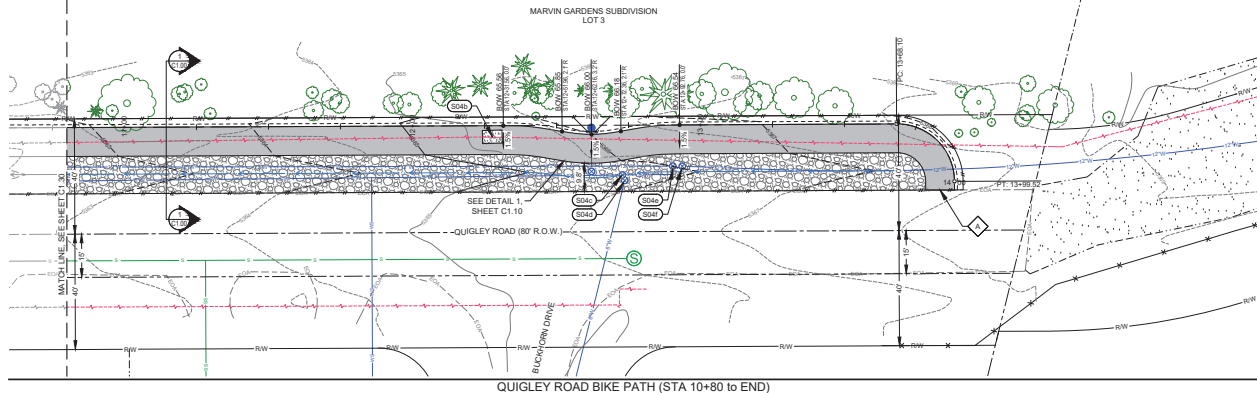
PROJECT INFORMATION
PROJECT NO. 23-001
DATE: 05/24/23
SCALE: AS SHOWN
DRAWN BY: MS
CHECKED BY: MS
APPROVED BY: MS



NO.	DATE	BY	REVISIONS

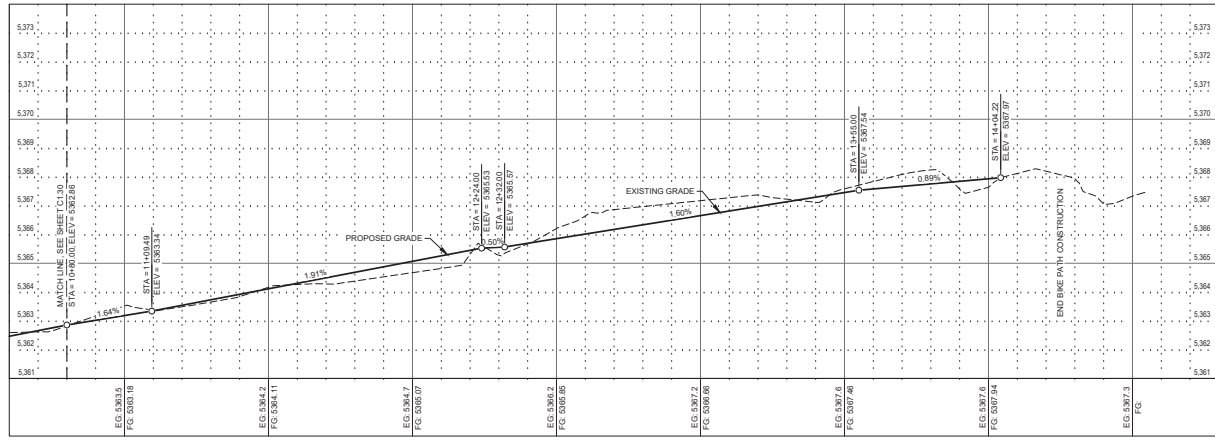
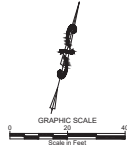
PURPOSE: ISSUE FOR CONSTRUCTION
NOT DATE BY

C1.00



- 1. RESET UTILITY BOX/Vault LID ELEVATION
 - a. POWER VAULT
 - ORIGINAL R.M. = 5365.22
 - NEW R.M. = 5365.49
 - b. WATER VALVE BOX
 - ORIGINAL R.M. = 5365.63
 - NEW R.M. = 5365.81
 - c. WATER VALVE BOX
 - ORIGINAL R.M. = 5365.76
 - NEW R.M. = 5366.01
 - d. WATER VALVE BOX
 - ORIGINAL R.M. = 5365.76
 - NEW R.M. = 5366.01
 - e. WATER VALVE BOX
 - ORIGINAL R.M. = 5365.86
 - NEW R.M. = 5366.06

- LEGEND (Proposed Items)**
- Alignment Control
 - Assumed Centerline of Right-of-way
 - Spot Elevation w/ Station & Offset
 - 5' Contour Interval
 - 1' Contour Interval
 - Flow Line of Creek/Ditch
 - Asphalt
 - Gravel
 - Expected Limits of Disturbance
 - MB = Mailbox



QUIGLEY ROAD BIKE PATH PROJECT 2023
AT DEERFIELD SUBD. NO. 3 & 4, AND MARVIN GARDENS BIKE PATH PLAN & PROFILE (STA 10+80 to END)
LOCATED WITHIN SECTION 10, T23N, R18E, B1M, CITY OF PAILEY, BLAINE COUNTY, IDAHO
PREPARED FOR: CITY OF PAILEY



DESIGNED BY: CT
DRAWN BY: CT
CHECKED BY: MS
SURVEY DATE: 05/24/23



NO.	DATE	BY	REVISIONS

C1.40

PLEASE SEE DRAWINGS: These drawings, or any portion thereof, shall not be used in any project of construction unless they are used in accordance with the agreement to which they are attached.

Return to Agenda

AGENDA ITEM SUMMARY

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

SUBJECT: Motion to conduct the 2nd/3rd Reading of Ordinance No. 1333, an Ordinance approving the Annexation Application by the City of Hailey, and an ordinance, which annexes a fifty-five-foot (55') wide section of Quigley Road into the City of Hailey. The proposed annexation abuts the Sunbeam and Deerfield Subdivisions to the west and south in the Limited Residential (LR-1) Zoning District within City limits, as well as the Marvin Gardens Subdivision to the north within Blaine County limits.

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED: On September 25, 2023, the Hailey City Council approved and conducted a 1st Reading of Ordinance No. 1333, an Ordinance approving to annex a fifty-five-foot (55') wide section of Quigley Road, where the current and planned use is public access or transportation, into Hailey's City limits.

The proposed annexation currently functions as a shoulder of the road, or right-of-way (ROW). The plan is to develop it into a shared-use path that will complete the Croy Street and Quigley Road Pathway connection from downtown Hailey to Quigley Trails Park. The uses surrounding the proposed annexation are residential. The proposed annexation abuts the Marvin Gardens Subdivision to the north in Blaine County, as well as the Sunbeam and Deerfield Subdivisions to the west and south within City limits.



More specifically, the proposed annexation pertains to the gap, outlined in blue above, and is most accurately described as: between the easterly edge of the Sunbeam Subdivision's and the mouth of Quigley Canyon. This year, the City of Hailey was awarded another Transportation Alternatives Program Infrastructure Grant to fill this gap and complete the Croy Street to Quigley Road Pathway projects. If the city-initiated application receives Council approval, construction of the shared-use path would commence spring/summer 2024.

Currently, the subject property is owned by Blaine County, but maintained and managed by the City of Hailey via a Memorandum of Understanding. City Staff requests review of and approval by the Hailey City Council to annex the remaining 55'-wide section of Quigley Road into City Limits to further multi-modal infrastructure projects within the City.

Attachments:

- Staff Report
- Ordinance No. 1333: Authorizing the Annexation of Quigley Road
 - o Exhibit A-1: Legal Description
 - o Exhibit A-2: Annexation Property
 - o Exhibit B: Updated Hailey Zoning Map

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion Language:

Approval: Motion to conduct the 2nd/3rd Reading of Ordinance No. 1333, an Ordinance approving the Annexation Application by the City of Hailey, and an ordinance, which annexes a fifty-five-foot (55') wide section of Quigley Road into the City of Hailey. The proposed annexation abuts the Sunbeam and Deerfield Subdivisions to the west and south in the Limited Residential (LR-1) Zoning District within City limits, as well as the Marvin Gardens Subdivision to the north within Blaine County limits, finding that the project meets the standards under Section 17.10 of the Hailey Municipal Code, subject to Condition (a) as noted.

ADMINISTRATIVE COMMENTS/APPROVAL:

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

ACTION OF THE CITY COUNCIL:

Date _____ City Clerk _____

FOLLOW-UP:

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

HAILEY ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF HAILEY, IDAHO, ANNEXING CERTAIN ADJACENT AND CONTIGUOUS REAL PROPERTY TO THE CITY OF HAILEY; PROVIDING FOR THE ZONING OF SAID ANNEXED REAL PROPERTY; PROVIDING THAT SUCH REAL PROPERTY AND ALL PERSONS WITHIN THE LIMITS OF SUCH ANNEXED REAL PROPERTY SHALL BE SUBJECT TO ALL PROVISIONS OF ALL ORDINANCES OF THE CITY OF HAILEY; PROVIDING FOR THE FILING OF THE COPIES OF THE ORDINANCE; PROVIDING FOR COMPLIANCE WITH IDAHO CODE SECTION 63-215; AND PROVIDING FOR THE EFFECTIVE DATE OF THIS ORDINANCE.

WHEREAS, the City Council has reviewed a request for annexation of certain real property adjacent to the City of Hailey, owned by Blaine County, Idaho.”

WHEREAS, the legal description of the property requested for annexation is attached hereto as **Exhibit “A-1”** and depicted as **Exhibit “A-2,”** “Annexation Property;”

WHEREAS, the City Council of the City of Hailey has determined that the annexation of the Annexation Property will further the City's interest and protect the health, safety, and welfare of the citizens of Hailey.

WHEREAS, the City Council of the City of Hailey has determined that the annexation represents an orderly extension of City boundaries.

WHEREAS, the City Council of the City of Hailey has determined that the annexation represents a Category A annexation pursuant to Idaho Code Section 50-222.

WHEREAS, the City Council of the City of Hailey has determined that the Annexation Property is contiguous to and adjacent to the existing boundaries of the city of Hailey.

WHEREAS, the City Council of the City of Hailey has determined that the annexation is in the best interests of the City of Hailey.

WHEREAS, the Hailey Planning and Zoning Commission (“Commission”) has recommended zoning classifications for the Annexation Property and has voted to recommend approval of an amendment to the Hailey Zoning Map.

WHEREAS, the Hailey City Council has considered the recommendation of the Commission and has voted to approve of an amendment to the Hailey Zoning Map as shown on attached **Exhibit “B.”**

WHEREAS, essential public facilities and services are available to the uses shown on attached **Exhibit “B”** without excessive public cost.

WHEREAS, the proposed uses as shown on attached **Exhibit “B”** are compatible with the

surrounding area.

WHEREAS, the zoning map amendment set forth in this ordinance will promote the public health, safety and general welfare; and

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

SECTION 1. The Annexation Property is hereby declared to be a part of the City of Hailey and annexed thereto.

SECTION 2. The portion of the Annexation Property owned by Blaine County, Idaho, shall be, and is hereby, classified and zoned as part of the Limited Residential (LR-2) zoning district, and as depicted in attached **Exhibit "B."** The Official Zoning Map of the City of Hailey established under Section 17.05.010 of the Hailey Municipal Code is hereby amended by including the zoning districts shown on attached **Exhibit "B."**

SECTION 3. From and after the effective date of this Ordinance all property and persons within the Annexation Property shall be subject to the provisions of all ordinances of the City of Hailey.

SECTION 4. Pursuant to Idaho Code Section 50-223, the Clerk of the City of Hailey shall, within ten (10) days following the effective date of this Ordinance, file a certified copy of this Ordinance with the Blaine County Auditor, the Blaine County Treasurer, the Blaine County Assessor, and the Idaho State Tax Commission.

SECTION 5. The Clerk of the City of Hailey shall, within ten (10) days following the effective date of this Ordinance, cause one copy of a legal description and map prepared in a draftsman like manner which shall plainly and clearly designate the boundaries of the altered portion of the City of Hailey to be filed with the Blaine County Recorder, the Blaine County Assessor, and the Idaho State Tax Commission.

SECTION 6. This Ordinance shall be in full force and effect from and after its passage, approval, and publication according to law.

PASSED AND ADOPTED BY THE HAILEY CITY COUNCIL AND APPROVED BY THE MAYOR THIS ____ day of _____, 2023.

Martha Burke, Mayor

ATTEST:

Mary Cone, City Clerk

Exhibit A-1
Annexation Area Legal Description

Exhibit A-1: Quigley Road Legal Description

A parcel of land falling within the Northwest $\frac{1}{4}$ of Section 10 Township 2 North Range 18 East, B.M., and said parcel also falling within the Plat of Marvin Gardens No.1 Subdivision recorded under instrument number 209065 records of Blaine County, Idaho, and said parcel being more particularly described as follows:

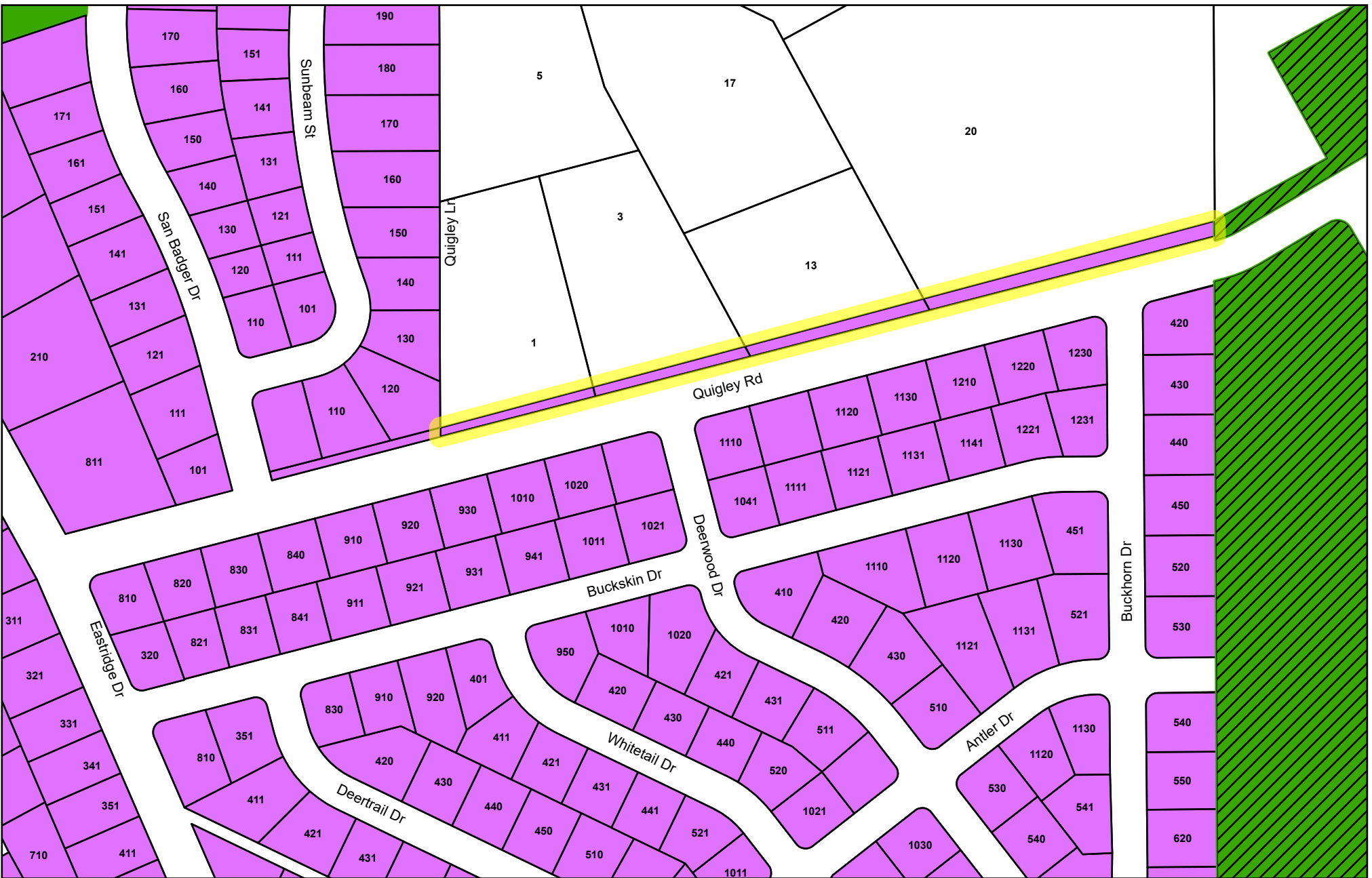
Commencing at a brass cap marking the center $\frac{1}{4}$ corner of Section 10, said point falling South $89^{\circ}52'19''$ East 2653.92 feet from a Brass cap marking the West $\frac{1}{4}$ corner of Section 10, thence proceeding North $0^{\circ}17'59''$ West 977.11' along the center section line to a $\frac{5}{8}$ " rebar marking the South East most corner of said plat and also being the South East corner of the Quigley Road Dedication, and said corner being the True Point of Beginning;

Thence North $0^{\circ}17'59''$ West 56.73' to a $\frac{1}{2}$ " rebar monument marking a point common to the Northeast corner of the Quigley Road dedication and the Southeast corner of Lot 3;

Thence South $75^{\circ}30'18''$ West 1366.67' to a $\frac{1}{2}$ " rebar monument marking a point common to the Northwest corner of the Quigley Road dedication and the Southwest corner of Lot 4;
Thence South $0^{\circ}08'08''$ East 56.77' to a $\frac{5}{8}$ " rebar monument marking the Southwest corner of the Quigley Road dedication.

Thence North $75^{\circ}30'18''$ East 1366.84' to the True Point of Beginning, said parcel containing 1.76 acres or 75,166 square feet, more or less.

Exhibit A-2
Annexation Property



Annexation and Zoning to LR-1

- Limited Residential 1
(8,000 s.f.)
- Recreational Green Belt
- Proposed Annexation

--329--

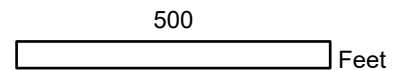
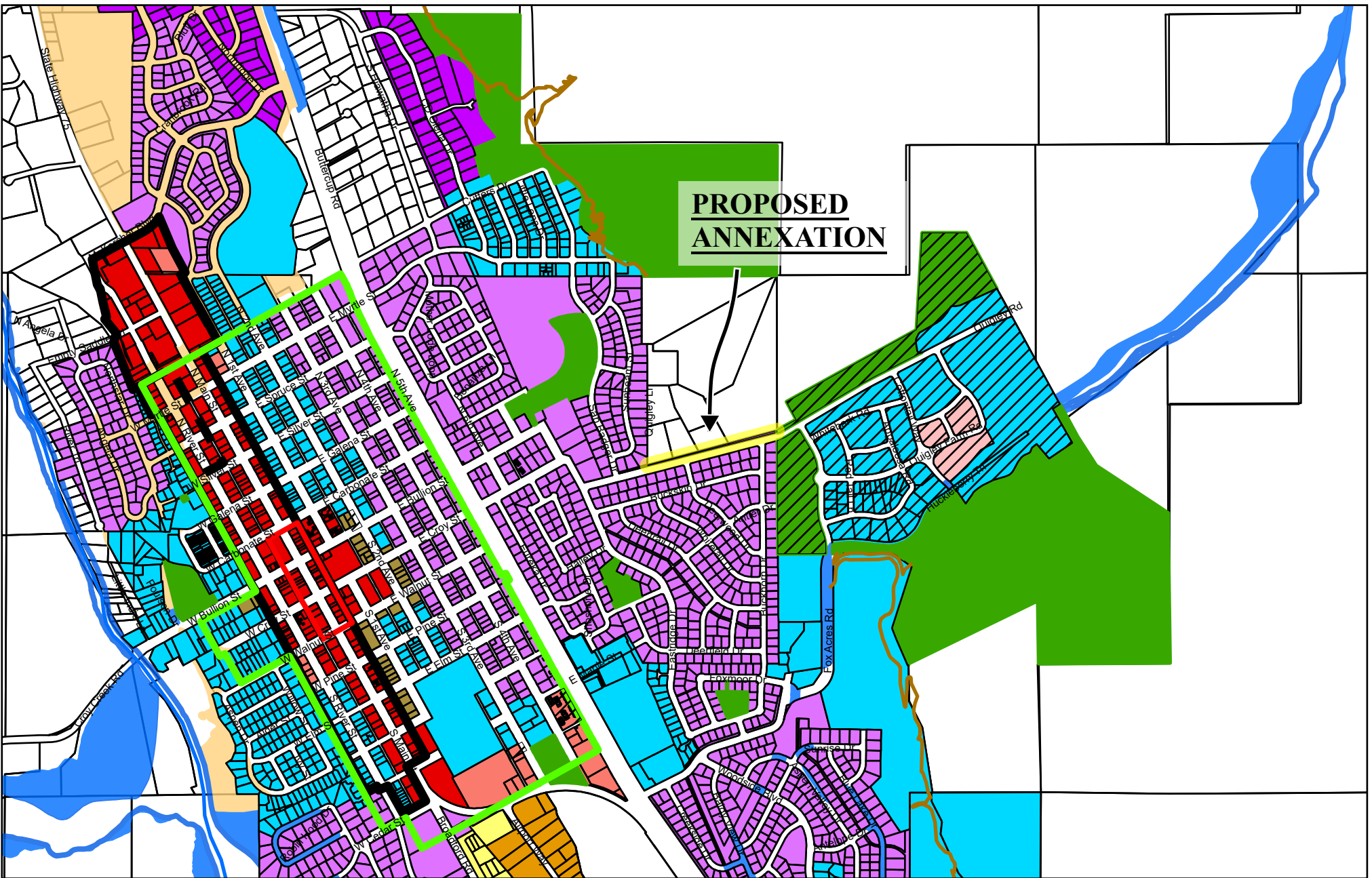


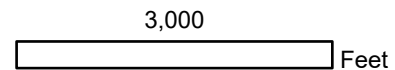
Exhibit B
Hailey Zoning Map



**PROPOSED
ANNEXATION**

Annexation and Zoning to LR-1

- | | | |
|---------------------|-------------------------------------|------------------------|
| Airport | Limited Residential 1 (8,000 s.f.) | Technological Industry |
| Business | Limited Residential 2 (12,000 s.f.) | Transitional |
| General Residential | Neighborhood Business | Proposed Annexation |
| Light Industrial | Recreational Green Belt | |
| Limited Business | | |



Return to Agenda