

**AGENDA OF THE  
HAILEY CITY COUNCIL MEETING  
Monday November 13, 2023 \* Hailey City Hall Meeting Room**

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

**ACTION ITEM**.....

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

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

**Via One-touch:** United States [tel:+18722403311,,543667133#](tel:+18722403311,543667133#),

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

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

**CONSENT AGENDA:**

<a href="#">CA 335</a>	Motion to Resolution 2023-135, ratifying the Mayor’s signature on an agreement with D.A. Davidson & Co. for underwriter services related to the 2023 Hailey Headworks Wastewater Bond. <b>ACTION ITEM</b> .....	1
<a href="#">CA 336</a>	Motion to approve Resolution 2023-136, authorizing a Lease Agreement with ARCH community Housing Trust for management of the lease of a Tiny Home on Wheels located at the Hailey Fire Department <b>ACTION ITEM</b> .....	10
<a href="#">CA 337</a>	Motion to approve Resolution 2023-137, authorizing a contract for services with Mountain Humane to provide the sheltering of animals at large brought to the facility from within the Hailey City limits, in the amount of \$27,439 per year <b>ACTION ITEM</b> .....	23
<a href="#">CA 338</a>	Motion to approve Resolution 2023-138. authorizing Regence, Delta and VSP plan contracts with updated benefits and costs, effective January 1, 2024 and allow Mayor to sign. <b>ACTION ITEM</b> .....	30
<a href="#">CA 339</a>	Motion to include and approve the attached Addendum, for approved Resolution 2023-094, outlining the Locals Only Deed Restriction Pilot Program with ARCH. This Addendum includes a Community Housing Oversight Memo outlining compliance methodology for annual verification purposes. <b>ACTION ITEM</b> .....	35
<a href="#">CA 340</a>	Motion to approve annual Resolution 2023-139, declaring surplus property and authority to dispose or sale of said property <b>ACTION ITEM</b> .....	65
<a href="#">CA 341</a>	Motion to approve annual ebanking security agreement with Mountain West Bank <b>ACTION ITEM</b> .....	67
<a href="#">CA 342</a>	Motion to adopt Resolution 2023-140, authorizing a Sales Agreement with GovPlanet, for sale of surplus streets equipment. <b>ACTION ITEM</b> .....	72
<a href="#">CA 343</a>	Motion to approve minutes of October 23, 2023 and to suspend reading of them <b>ACTION ITEM</b> .....	85
<a href="#">CA 344</a>	Motion to approve claims for expenses incurred during the month of October 2023, and claims for expenses due by contract in November, 2023 <b>ACTION ITEM</b> .....	93

**MAYOR’S REMARKS:**

<a href="#">MR 345</a>	Proclamation recognizing Keith Roark public service <b>ACTION ITEM</b> .....	134
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**PROCLAMATIONS & PRESENTATIONS:**

PP 346	Presentation by Harry Griffith, Sun Valley Economic Development, on Economic Profiles and other current projects	(no documents)
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**APPOINTMENTS & AWARDS**

[AA 347](#) Consideration of Resolution 2023-141, reappointment of Bob Wiederrick and Karen Daly to another Hailey Parks and Lands Board 3-year term. **ACTION ITEM** ..... 137

[AA 348](#) Consideration of Resolution 2023-142, reappointment of Kathy Bell and Linda Ries to another Hailey Tree Committee 3-year term. **ACTION ITEM**..... 142

**PUBLIC HEARING:**

[PH 349](#) Consideration of a Planned Unit Development (PUD) Application by Darin and Kathleen Barfuss for the proposed Star Light Lane Subdivision, located at the intersection of Silver Star Drive and Broadford Road, within the Limited Residential (LR-2) Zoning District (1371 Silver Star Drive; Hailey Fr S1/2 Tl 7731 & Tl 7732 Sec 16 2N 18E). The Applicant is proposing to subdivide the parcel into six (6) lots and construct five (5) single-family dwellings on five (5) lots, with the sixth (6<sup>th</sup>) lot to remain as-is. At this time, the Applicant is proposing a Community Housing amenity of one (1) deed-restricted, single-family dwelling in exchange for a waiver to the requirement below:

- Minimum lot size of the LR-2 Zoning District **ACTION ITEM** ..... 147

[PH 350](#) Consideration of a Preliminary Plat Application by Darin and Kathleen Barfuss wherein 1371 Silver Star Drive (Hailey Fr S1/2 Tl 7731 & Tl 7732 Sec 16 2N 18E), at the intersection of Silver Star Drive & Broadford Road, is subdivided into six (6) lots for single-family dwelling units within the Limited Residential (LR-2) Zoning District. This project is in tandem with a Planned Unit Development Application and is to be known as Star Light Lane Subdivision **ACTION ITEM** ..... 190

**OLD BUSINESS:**

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

**STAFF REPORTS:** Staff Reports                      Council Reports                      Mayor’s Reports

[SR 351](#) Staff memo regarding Wastewater Treatment Facility Upgrades and Noncompliance Notification .....219

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

**Matters & Motions from Executive Session or Workshop**

Next Ordinance Number – 1331 & then 1336      Next Resolution Number- 2023-143

**AGENDA ITEM SUMMARY**

**AGENDA ITEM SUMMARY**

**DATE:** 11-13-2023    **DEPARTMENT:** CDD    **DEPT. HEAD SIGNATURE:** LH

**SUBJECT:** Ratify the Mayors signature on an engagement letter with DA Davidson & co. for underwriting services related to the 2023 Hailey Wastewater Bonds

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

**BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:**

DA Davidson & Co. is performing underwriting services for the 2023 Hailey Wastewater Bonds. The attached agreement outlines those services, which are paid for out of bond proceeds.

**FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:**

To be paid out of bond proceeds.

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

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

**RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:**

Motion to approve Resolution 2023-\_\_\_\_\_, which ratifies the Mayors signature on an engagement letter with DA Davidson & co. for underwriting services related to the 2023 Hailey Wastewater Bonds

**ACTION OF THE CITY COUNCIL:**

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

**FOLLOW-UP:**

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

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

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY TO ENTER  
INTO AN ENGAGEMENT LETTER WITH DA DAVIDSON & CO. FOR  
UNDERWRITING SERVICES RELATED TO THE 2023 HAILEY WASTEWATER  
BONDS**

WHEREAS, in 2023 the Hailey voters passed the \$6 million Aging Infrastructure Wastewater Bond; and

WHEREAS, the City of Hailey desires to contract with DA Davidson & Co. for underwriter services related to bond issuance.

WHEREAS, the City of Hailey and DA Davidson & Co. have agreed to the terms and conditions of the engagement letter 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 engagement letter with DA Davidson & Co.

Passed this 13th day of November, 2023

City of Hailey

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

ATTEST:

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





**D|A|DAVIDSON**  
FIXED INCOME CAPITAL MARKETS

1300 SW Fifth Avenue, Suite 1950  
Portland, OR 97201  
503-858-5891

[www.dadavidson.com/ficm](http://www.dadavidson.com/ficm)  
D.A. Davidson & Co. member SIPC

August 31, 2023

City of Hailey  
115 Main Street South  
Hailey, ID 83333

RE: Underwriter Engagement Letter

Ladies and Gentlemen:

On behalf of D.A. Davidson & Co. (“us” or “Davidson” or “we”), we are writing concerning the potential issuance of Wastewater Revenue Bonds, Series 2023 (the “Securities”). This letter confirms that the City of Hailey, Idaho (“Issuer” or “you”) engages us as Underwriter for the proposed offering and issuance of the Securities, subject to the conditions and limitations described below.

1. Services to be provided by Davidson. The Issuer hereby engages Davidson to serve as Underwriter of the proposed offering and issuance of the Securities, and in such capacity Davidson agrees to provide the following services:

- Review and evaluate the proposed terms of the offering and the Securities
- Develop a marketing plan for the offering, including identification of potential investors
- Assist in the preparation of the official statement and other offering documents
- Contact potential investors, provide them with offering-related information, respond to their inquiries and, if requested, coordinate their due diligence sessions
- If the Securities are to be rated, assist in preparing materials to be provided to securities ratings agencies and in developing strategies for meetings with the ratings agencies
- Consult with counsel and other service providers with respect to the offering and the terms of the Securities
- Inform the Issuer of the marketing and offering process
- Negotiate the pricing, including the interest rate, and other terms of the Securities
- Obtain CUSIP number(s) for the Securities and arrange for their DTC book-entry eligibility
- Plan and arrange for the closing and settlement of the issuance and the delivery of the Securities
- Perform such other usual and customary underwriting services as may be requested by the Issuer

As Underwriter, Davidson will not be required to purchase the Securities except pursuant to the terms of the Purchase Agreement, which will not be signed until successful completion of the pre-sale offering period. This letter does not obligate Davidson to purchase any of the Securities.

2. No Advisory or Fiduciary Role. The Issuer acknowledges and agrees: (i) the primary role of Davidson, as an Underwriter, is to purchase securities, for resale to investors, in an arm's-length commercial transaction between the Issuer and Davidson and that Davidson has financial and other interests that may differ from those of the Issuer.; (ii) Davidson is not acting as a municipal advisor, financial advisor, or fiduciary to the Issuer and Davidson has not assumed any advisory or fiduciary responsibility to the Issuer with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether Davidson has provided other services or is currently providing other services to the Issuer on other matters or transactions); (iii) the only obligations Davidson has to the Issuer with respect to the transaction contemplated hereby expressly are set forth in this agreement; and (iv) the Issuer has consulted its own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent it deems appropriate. If the Issuer desires to consult with and hire a municipal advisor for this transaction that has legal fiduciary duties to the Issuer the Issuer should separately engage a municipal advisor to serve in that capacity.

In addition, the Issuer acknowledges receipt of a letter outlining certain regulatory disclosures as required by the Municipal Securities Rulemaking Board and attached to this agreement as Exhibit A. The Issuer further acknowledges Davidson may be required to supplement or make additional disclosures as may be necessary as the specific terms of the transaction progress.

3. Fees and Expenses. Davidson's proposed underwriting fee/spread is expected to be 0.65837% of the principal amount of the Securities issued (based on a \$6.0 million par amount). The underwriting fee/spread will represent the difference between the price that Davidson pays for the Securities and the public offering price stated on the cover of the final official statement. The Issuer shall be responsible for paying or reimbursing Davidson for all other costs of issuance, including without limitation, bond counsel, municipal advisor, rating agency fees and expenses, and all other expenses incident to the performance of the Issuer's obligations under the proposed Securities.

4. Term and Termination. The term of this engagement shall extend from the date of this letter to the closing of the offering of the Securities except as may be superseded pursuant to a Purchase Agreement. Notwithstanding the forgoing, either party may terminate Davidson's engagement at any time without liability of penalty upon at least 30 days' prior written notice to the other party. If Davidson's engagement is terminated by the Issuer, the Issuer agrees to compensate Davidson for the services provided and to reimburse Davidson for its out-of-pocket fees and expenses incurred to the date of termination.

5. Limitation of Liability. The Issuer agrees neither Davidson nor its employees, officers, agents or affiliates shall have any liability to the Issuer for the services provided hereunder.

6. Other Certifications. The Underwriter hereby certifies, pursuant to Section 67-2359, Idaho Code, that Underwriter, including all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of those entities or business associations, is not currently owned or operated by the Government of China and will not for the duration of this Letter be owned or operated by the Government of China. The terms in this Section defined in Idaho Code Section 67-2359 shall have the meanings set forth therein.



The Underwriter hereby certifies, pursuant to Section 67-2346, Idaho Code, that Underwriter, including all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of those entities or business associations, is not currently engaged in, and will not for the duration of this Letter, engage in, a boycott of goods or services from Israel or territories under its control. The terms in this Section defined in Idaho Code Section 67-2346 shall have the meanings set forth therein.

7. Miscellaneous. This letter shall be governed and construed in accordance with the laws of the State of Oregon. This Agreement may not be amended or modified except by means of a written instrument executed by both parties hereto. This Agreement may not be assigned by either party without the prior written consent of the other party.

If there is any aspect of this Agreement that you believe requires further clarification, please do not hesitate to contact us. If the foregoing is consistent with your understanding of our engagement, please sign and return the enclosed copy of this letter.

Again, we thank you for the opportunity to assist you with your proposed financing and the confidence you have placed in Davidson.

Very truly yours,

D.A.DAVIDSON & CO.

By: B. JONAS BLERY

Title: Vice President, Public Finance Banker

Accepted this \_\_\_ day of \_\_\_\_\_, 2023

City of Hailey, Idaho

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

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

EXHIBIT A

August 31, 2023

City of Hailey  
115 Main Street South  
Hailey, ID 83333

Attn: Ms. Lisa Horowitz, Administrator  
Ms Becky Stokes, Treasurer

Re: Disclosures by D.A. Davidson & Co. as Underwriter  
Pursuant to MSRB Rule G-17 and G-23  
Wastewater Revenue Bonds, Series 2023

Dear Ms. Horowitz & Ms. Stokes:

We are writing to provide you, as authorized representatives of the City of Hailey, Idaho (the “Issuer” or the “City”), with certain disclosures required by the Municipal Securities Rulemaking Board (MSRB) Rule G-17 that relate to the proposed offering and issuance of Wastewater Revenue Bonds, Series 2023 (the “Securities”), which will be used to finance capital costs and improvements to the wastewater treatment system and facilities of the City.

The Issuer has engaged D.A. Davidson & Co. (“Davidson”) to serve as an Underwriter, and not as a financial or municipal advisor, in connection with the issuance of the Securities. As part of our services as Underwriter, Davidson may provide advice concerning the structure, timing, terms, and other similar matters concerning the issuance of the Securities. The specific terms of our engagement will be as set forth in a bond purchase agreement to be entered into by the parties if and when the Securities are priced following successful completion of the offering process.

1. Dealer-Specific Conflicts of Interest Disclosures

Davidson has not identified any actual or potential material conflicts<sup>1</sup> that require disclosure.

2. Transaction-Specific Disclosures

Since Davidson has not recommended a “complex municipal securities financing” to the Issuer, additional disclosures regarding the financing structure for the Securities are not required under MSRB Rule G-17. In accordance with the requirements of MSRB Rule G-17, if Davidson recommends a “complex municipal securities financing” to the Issuer, this letter will be supplemented to provide disclosure of the material financial characteristics of that financing structure as well as the material financial risks of the financing that are known to us and reasonably foreseeable at that time.

3. Standard Disclosures

A. Disclosures Concerning the Underwriters’ Role:

- (i) MSRB Rule G-17 requires an Underwriter to deal fairly at all times with both municipal

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<sup>1</sup> Reference to *potential* material conflicts throughout this letter, refer to ones that are reasonably likely to mature into *actual* material conflicts during the course of the transaction, which is the standard required by MSRB Rule G-17



issuers and investors.

- (ii) An Underwriter's primary role is to purchase the Securities with a view to distribution in an arm's-length commercial transaction with the Issuer. The Underwriter has financial and other interests that differ from those of the Issuer.
- (iii) Unlike a municipal advisor, the Underwriter does not have a fiduciary duty to the Issuer under the federal securities laws and is, therefore, not required by federal law to act in the best interests of the Issuer without regard to its own financial or other interests.
- (iv) The Issuer may choose to engage the services of a municipal advisor with a fiduciary obligation to represent the Issuer's interest in this transaction.
- (v) The Underwriter has a duty to purchase the Securities from the Issuer at a fair and reasonable price, but must balance that duty with its duty to sell the Securities to investors at prices that are fair and reasonable.
- (vi) The Underwriter will review the official statement for the Securities in accordance with, and as part of, its respective responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of this transaction.<sup>2</sup>

B. Disclosures Concerning the Underwriters' Compensation:

- (i) The Underwriter will be compensated by a fee and/or an underwriting discount that will be set forth in the bond purchase agreement to be negotiated and entered into in connection with the issuance of the Securities. Payment or receipt of the underwriting fee or discount will be contingent on the closing of the transaction and the amount of the fee or discount may be based, in whole or in part, on a percentage of the principal amount of the Securities. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest since the Underwriter may have an incentive to recommend to the Issuer a transaction that is unnecessary or to recommend that the size of the transaction be larger than is necessary.

4. Questions and Acknowledgment.

Davidson is registered as a broker-dealer with the U.S. Securities and Exchange Commission ("SEC") and the MSRB, and is subject to the regulations and rules on municipal securities activities established by the SEC and MSRB. The website address for the MSRB is [www.msrb.org](http://www.msrb.org). The MSRB website includes educational material about the municipal securities market, as well as an investor brochure that describes the protections that may be provided by the MSRB rules and how to file a complaint with an appropriate regulatory authority.

If you or any other Issuer officials have any questions or concerns about these disclosures, please make those questions or concerns known immediately to the undersigned. In addition, you should consult with the Issuer's own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent you deem appropriate.

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<sup>2</sup> Under federal securities law, an issuer of securities has the primary responsibility for disclosure to investors. The review of the official statement by the Underwriter is solely for purposes of satisfying the Underwriter's obligations under the federal securities laws and such review should not be construed by an issuer as a guarantee of the accuracy or completeness of the information in the official statement.

It is our understanding that you have the authority to bind the Issuer by contract with us, and that you are not a party to any disclosed conflict of interest relating to the subject transaction. If our understanding is incorrect, please notify the undersigned immediately.

We are required to seek your acknowledgement that you have received this letter. Accordingly, please send me an email to that effect, or sign and return the enclosed copy of this letter to me at the address set forth below. Otherwise, an email read receipt from you or automatic response confirming that our email was opened by you will serve as an acknowledgement that you received these disclosures.

Depending on the structure of the transaction that the Issuer decides to pursue, or if additional actual or potential material conflicts are identified, we may be required to send you additional disclosures regarding the material financial characteristics and risks of such transaction and/or describing those conflicts. At that time, we also will seek your acknowledgement of receipt of any such additional disclosures.

Again, we thank you for the opportunity to assist you with your financing and the confidence you have placed in us.

D.A. DAVIDSON & CO.

By: B. JONAS BLERY  
Title: Vice President, Public Finance Banker

Accepted this 25<sup>th</sup> day of October 2023

City of Hailey, Idaho

By: Mark Burke  
Title: Mayor



# **Return to Agenda**

**AGENDA ITEM SUMMARY**

**DATE:** 11/13/23

**DEPARTMENT:** Admin

**DEPT. HEAD SIGNATURE:** LH

**SUBJECT:**

Motion to approve Resolution 2023-\_\_\_\_\_, authorizing an agreement with ARCH Community Housing trust to manage a Tiny Home on Wheels on behalf of the City of Hailey.

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

**BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:**

The City of Hailey purchased A Tiny Home on Wheels from Snake River Tiny Homes in June of 2023. Staff has reached out to ARCH who has offered to manage the unit on behalf of the City. See the following attached documents:

- 1) Resolution 2023-\_\_\_, Partner Lease Agreement with ARCH Community Housing Trust, Addendum and Rules for the Tiny Home on Wheels located at the Hailey Fire Station.

**FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:**

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

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

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

**RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:**

Motion to approve Resolution 2023-\_\_\_\_\_, authorizing an agreement with ARCH Community Housing trust to manage a Tiny Home on Wheels on behalf of the City of Hailey.

**ACTION OF THE CITY COUNCIL:**

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

**FOLLOW-UP:**

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



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

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY TO ENTER  
INTO AN AGREEMENT WITH ARCH COMMUNITY HOUSING TRUST TO  
MANAGE A TINY HOME ON BEHALF OF HAILEY AS A COMMUNITY HOUSING  
RENTAL UNIT**

WHEREAS, in 2023 the City of Hailey purchased a Tiny Home to be located at the Hailey Fire Department and used as a community housing rental unit with first priority to Hailey full time and paid-on-call firefighters; and

WHEREAS, the City of Hailey desires to contract with ARCH Community Housing Trust to manage the Tiny Home rental unit.

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

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

Passed this 13th day of November, 2023

City of Hailey

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

ATTEST:

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

**AFFORDABLE RENTAL HOUSING LEASE AGREEMENT**

THIS AGREEMENT (the "Lease") entered into this day «leasestartdateleaseorselectedrenewaloffe», by and between «leasesigners», ("Resident"), and **The Housing Company** ("Management"), agent for «sitename» ("Owner"), for the rental of **Unit #«buildingunitnumber»** ("Unit") in «sitename» ("Development"), located at, «unitaddressline1», City of «unitaddresscity», State of Idaho. The Resident Handbook, Drug Addendum, Lease Addendum and Certification Regarding Household Maintenance Responsibilities, Lease Addendum: 30-Day Notice of Intention to Move, Move-in Inspection Report and No Smoking Lease Addendum provided to Resident are hereby incorporated and made part of this Lease. A violation of any provisions contained in said documents shall constitute a violation of the Lease. This Lease supersedes and terminates any prior lease agreement entered into by and between the parties for the above-described Unit.

<b>1. Summary of Initial Rent and Charges:</b>	<b>Amount Due</b>
<input type="checkbox"/> Initial rent for the period from	
<u>«leasestartdateleaseorselectedrenewaloffe» - «lastdayofmonthfromleasestart»</u>	<u>\$«renewalcustom3»</u>
Security Deposit (See Section 10)	<u>\$«depositstilldue»</u>
<b>Total Due</b>	<u><b>\$2.00</b></u>

**2. Monthly Rental and Term:**

The monthly rental shall be **\$«renewalcustom1»** ("Rent") for a term of **twelve (12) months**, commencing on the date hereof, or the first day of the month following execution of this Lease, if the commencement date was other than the first day of the month, with a lease completion date of «leaseenddateleaseorselectedrenewaloffer». (The monthly rent amount also includes \$«renewalcustom4» of rental assistance.) Monthly Rent shall be payable in advance without demand upon the first (1st) day of each calendar month at the Development office. If the Resident does not pay the full amount of Rent shown above by the end of the 5th day of the month, Management will assess a fee of \$25.00 on the 6th day of the month. Thereafter, Management will assess \$5.00 for each additional day the Rent remains unpaid in full during the month it is due. Resident further agrees to pay a **\$20.00** fee for each dishonored check, plus any additional charges that the bank may charge the Management for handling the dishonored check. Checks or money orders shall be made payable to «sitename». The fees and charges discussed in this paragraph are additional Rent in addition to the regular monthly Rent payable by the Resident.

Full payment of all Rent due under this Lease must be made by the Resident. Any partial payment of less than the full Rent under this Lease shall be deemed only as a partial payment against any outstanding amounts due to the Owner by the Resident. Under no circumstances shall Owner's acceptance of any partial payment of Rent by the Resident constitute accord and satisfaction. Owner's acceptance of a partial payment of Rent shall not in any way cause the Owner to forfeit its right to collect the balance due from the Resident or terminate the tenancy for failure to pay the Rent that is due, despite any endorsement, stipulation or other statement on any check. Owner may accept any partial payment with any conditional endorsement without prejudice to the Owner's right to recover the balance remaining due or to pursue any other remedy available under this Lease or under Idaho law.

If the Resident terminates this Lease or Resident's tenancy prior to the end of the term stated in Section 1, then the Resident shall be responsible for the full payment of Rent due under this Lease for the remainder of the term, unless, at the Owner's or Management's approval and discretion,

other financial arrangements are made by the Resident. Re-letting of the unit shall be the Owner's or Management responsibility and does not provide any right of subletting or assigning of the Unit for the remainder of the term of this Lease by the Resident. In addition, costs of re-letting by Management may be charged to the Resident.

**3. Renewal and Termination:**

At the end of the initial term referred to in paragraph 2, this Lease shall continue for successive terms of one (1) month and during such renewal term(s), Resident agrees to give Management a written "Notice of Intention to Move" at least thirty (30) days prior to vacating. Upon Resident's failure to give such notice, Resident shall be liable for Rent during the full 30-day period. Management may terminate the Lease for material noncompliance, breach or for other cause. If Resident holds over without signing a new lease agreement, then Resident agrees to pay any adjustment in rent as determined by the Management with a minimum rental increase of twenty-five dollars (\$25.00) per month during such month-to-month tenancy provided such increase does not exceed maximum programmatic rents. Management will provide at least thirty (30) days written notice of any adjustment above the \$25.00 per month increase called for herein.

**4. Changes in Rent and Lease Modification:**

Rent will not be increased except at the end of the initial term, or at the end of any month thereafter. Management may change any other provision of the Lease or Resident Handbook upon thirty (30) days posted or written notice to the Residents.

**5. Occupants, Future Occupants and Liability for Rent:**

Resident's Unit shall be used and occupied by Resident and members of Resident's immediate family only, consisting of adult(s) who are named above, and ~~«umf child(ren)»~~ child(ren). Each and every person, signing this Lease, is obligated jointly and severally for the timely payment of all Rent and all other provisions of this Lease. All rights to occupancy under this Lease may, at Management's option, be terminated if the Unit is occupied by other than, or in addition to, those listed on the "Tenant Certification" unless all adults occupying the Unit execute a new Lease, meet the credit worthiness and other qualifications satisfactory to Management and continue to meet all regulatory eligibility requirements.

**6. Utilities and Appliances:**

Resident shall be responsible for the payment of all utilities, except: **Water, Sewer and Garbage.** Resident's responsibility for all other utilities begins with the commencement of this Lease and terminates upon lawful termination.

- |  |                                     |  |
|--|-------------------------------------|--|
| <input checked="" type="checkbox"/> Refrigerator | <input type="checkbox"/> Dishwasher | <input type="checkbox"/> Air Conditioner |
| <input checked="" type="checkbox"/> Range        | <input type="checkbox"/> Microwave  |  |

**7. Additional Rent:**

Any additional fees or payments called for under this Lease or made by the Management or Owner on behalf of the Resident, including payments for utilities or other necessary expenses that Resident fails to pay in a timely manner, or any money expended by Management or Owner as a result of Resident's action or inaction, including damages to the Unit, shall be considered additional Rent and Resident shall reimburse the Management/Owner all such costs not later than with the next regularly scheduled monthly Rent payment. Resident's failure to pay the Management/Owner such additional Rent shall be a material breach of this Lease for failure to pay Rent.

**8. Limitation on Use:**



- The Unit shall be used exclusively as a single-family residence only and for no other purpose, without the prior written consent of Management. Occupancy by guests staying more than fourteen (14) days will be a violation of this Lease, except upon Management's prior written consent. Resident will not use the Unit for any business, commercial, or any unlawful use. Resident may not assign, sublet, or transfer his/her interest in this Lease without prior written consent of Management.

**9. Resident's Duties upon Tenancy Termination:**

- Upon termination of the tenancy for any reason, Resident will surrender and vacate the Unit, including the removal of all the Resident's property in the time specified by state law. Upon departure, the Resident will return all keys to Management and will notify Management when the Unit is ready for inspection, at which time a move out inspection shall be performed and a "Move-Out Inspection Report" will be completed. Upon Resident's failure to notify Management, the "Move-Out Inspection Report" will be completed at such time as Management shall determine.

**10. Security Deposit and Duty to Clean:**

- Upon termination by either party for any reason, Management will deduct from the security deposit such amounts as are necessary to remedy Resident's defaults in the payment of Rent. The security deposit will be used to repair damage to the Unit, replace broken or missing items and to professionally clean the carpets and drapes. Within thirty (30) days of the date the move-out inspection is completed, a security deposit summary will be provided to the Resident detailing any charges applied and the balance due, if any, will be remitted. All damages and cleaning will be charged based on the "Move-Out Inspection Report" prepared by Management. Refer to the Resident's Handbook for further information concerning disposition of the security deposit and Resident's responsibilities at move out.

**11. Occupancy by Multiple Residents:**

- This paragraph applies to units now or hereafter rented or occupied by multiple Residents. Management's obligation to remit and account for the security deposit shall not arise until this Lease, or any successor Lease, is lawfully terminated as to all Residents. Management shall remit the security deposit to the person (or persons) who is the last signatory to lawfully terminate tenancy, regardless of who paid the security deposit. It is the responsibility of the Resident(s) to account, among themselves, for the security deposit. The last person (or persons) to lawfully terminate shall be responsible for all damage to the Unit occurring from the earlier of the commencement date of this Lease, or any predecessor agreement, in which he/she was a signatory.

**12. Pets:**

- No pets shall be brought into the Unit or onto the Development without the prior written consent of Management and, if such consent is granted, Resident will be required to pay, in advance, a pet fee and sign a "Pet Lease". Residents in developments designed specifically for elderly or handicapped persons may keep a common household pet in their Unit provided:
- (a) they register the animal with Management;
  - (b) the animal is approved by Management; and
  - (c) Resident signs a Pet Lease agreeing to abide by the pet rules set forth in the Pet Lease.

**13. Assistive Animals:**

- Residents requiring assistive animals (e.g. guide dogs, hearing dogs and emotional support animals) must provide justification that the animal is needed for the individual to have equal

opportunity to use and enjoy the housing using third-party verification forms authorized by Management. Residents must certify in writing that the Resident or a member of his or her family is a person with a disability and provide evidence that: (1) the animal is trained to assist persons with the specific disability and (2) that the animal actually assists the person with the disability. These requirements are set forth in 24 CFR Part 5.303(a)(1) and which are hereby incorporated by reference. Persons requiring an assistive animal are responsible for any damage to the apartment or the common areas of the complex resulting from the conduct of the animal. Residents shall be responsible to insure that assistive animals do not interfere with the right of other residents to have a safe, healthy and comfortable place to live and shall not disturb the other residents' right to quiet enjoyment of their residences.

**14. This paragraph is intentionally left blank.**

**15. Alterations, Maintenance and Repairs and Resident Conduct:**

Resident shall at all times maintain the Unit in a clean and sanitary condition and comply with all state and local laws requiring residents to maintain the Unit. Resident agrees that no alterations of any kind will be made to the interior or exterior of the Unit or at any location in the Development without prior, written approval from Management. Resident agrees to pay for all repairs, replacement, and maintenance caused by the misconduct or negligence of Resident, family, pets, assistive animals or visitors. Resident also agrees to pay for repairs or restoration due to any alterations to the Unit made by Resident. Resident shall be liable for all expense incurred in such instances. A written statement for all repairs will be submitted to the Resident, which must be paid within thirty (30) days, or under a payment schedule established at Management's option. Resident shall not interfere with the right of other Residents to have a safe, healthy and comfortable place to live and shall not disturb the other Residents' right to quiet enjoyment of their residences.

**16. Entry and Inspection:**

After receiving a 24 hour notice, Resident hereby agrees to grant Management the right to enter the Unit at reasonable times for inspection and other reasonable purposes, including making necessary repairs and showing investors, buyers, loan officers and insurance agents. In the event of an emergency, it is not possible to give notice in advance and the Unit will be entered without notice.

**17. Indemnification and Liability:**

Management and/or Owner shall not be liable for any damage or injury to Resident or to any other person or to any property, occurring in the Unit, or the Development unless such damage is the result of the negligence or unlawful act of Management, Owner, their agents or employees, and from any claims for damages no matter how caused, except for damages for which Management or Owner is responsible. Resident is hereby advised to obtain renter's insurance because Management's and/or Owner's insurance will not cover Resident's property or actions.

**18. Waiver of Rights and Terms:**

Any failure by Management to enforce the terms of this Lease shall not constitute a waiver of said terms by Management. Management's acceptance of any portion of Rent due before or after any default shall not be construed to remedy any default or waive any right of Management to effect any notice or legal action previously given or commenced. Nothing contained in this Lease shall be construed as waiving any of the Resident's or Management's rights or obligations or applicable law

**19. Vehicles:**

All vehicles operated by Resident must be registered with Management. Only vehicles maintained in operating condition and licensed may be parked in approved areas. Management may tow



unauthorized vehicles, trailers, campers, or boats at Resident's expense. Resident may park no more than two (2) vehicles on the Development at any time. Management is not responsible for damage or theft while vehicles or equipment are parked on the Development.

**20. Notices:**

- Notices will be deemed served on the day when they are either personally delivered or posted on Resident's main entrance and mailed by first class mail.

**21. Material Non-Compliance or Breach:**

- Material noncompliance or breach includes, but is not limited to: nonpayment of Rent or other charges provided under this Lease when due, failure to reimburse Management for repairs or damage caused by Resident, chronic late payment of Rent, permitting unauthorized persons to live in the Unit, causing serious or repeated damage to the Unit or common areas, giving false or incomplete information regarding household income or other factors used to determine Resident's eligibility, violent or criminal acts or behavior, unlawful or inappropriate display or use of firearms in a manner which jeopardizes or threatens the safety of others; use, possession, manufacture, distribution or sale of controlled substances by Resident, Resident's guests or household members, Resident's or Resident's guests' disturbances which impact the peaceful enjoyment of neighbors, harassment of neighbors, actions that threaten the Management's or Owner's staff or otherwise interfere with the management of the Development, or failure to comply with any other term or condition of this Lease or the Resident Handbook. A material non-compliance or breach of this lease shall, at the option of Management, empower Management to terminate this tenancy upon giving proper notice as set forth under applicable landlord tenant laws. Such termination does not terminate the Resident's obligation to pay Rent for the balance of the Lease term.

**22. Remedies Upon Breach and Attorneys Fees:**

- In the event of any breach of this Lease including, but not limited to material noncompliance defined below, Management may pursue any remedy against Resident under applicable landlord tenant laws or may pursue any claim for damages. Should the Owner, Management or the Resident seek to enforce their rights under the terms of the Lease, then the prevailing party to any such enforcement action shall be entitled to reasonable attorneys' fees and costs from the non-prevailing party. Management shall be entitled to its reasonable attorneys' fees and costs for any action to terminate the Lease due to Resident's material breach. If Resident seeks to cure such breach, then as part of such cure, Resident agrees to reimburse Management for its attorneys' fees and costs.

**23. Hazardous Materials:**

- Resident shall not undertake or permit his/her household or guests to undertake any hazardous acts or bring hazardous materials into the Unit or Development other than normal household chemicals.

**24. Smoke Alarm:**

- It is the responsibility of the Resident to test and check the smoke alarm frequently. If the smoke alarm is battery operated, Resident agrees to replace batteries as necessary. Resident will immediately report any malfunction or failures of the smoke alarm to Management. A Resident's tampering with or failure to report a known malfunction of a smoke alarm is a material noncompliance under this Lease. Additionally, Resident will be charged for repairs necessitated by Resident's tampering of the smoke alarm.

**25. Destruction or Condemnation of Unit:**

- If the Unit becomes uninhabitable because of fire or other cause, or if the use of the Unit is diminished to make it unusable as contemplated in this Lease due to a condemnation action or taken under a right of eminent domain by any government or agency, then the Owner, Management or Resident may terminate the Lease effective as of the time such use takes place or the Unit becomes uninhabitable. If Management chooses to repair the Unit, such repair must be complete within a reasonable timeframe. Any proceeds of insurance or any action of condemnation or taking by eminent domain shall be solely the Owners. If the destruction of the Unit is caused by the Resident or by an act or omission under the Resident's control, then upon termination of this Lease, the Resident shall be responsible for continued payment of all Rent under this Lease until the conclusion of the term of the Lease. Upon termination of this Lease under this provision, Resident shall vacate the unit and remove all personal property from the Development.

**26. Abandoned Property:**

- Management will consider a unit to be abandoned when a resident has both fallen behind in the payment of Rent and has clearly indicated by words or actions no intention to continue living in the unit. If there is any question regarding the resident's abandonment, then a three-day eviction notice will be used as called for under Idaho law.

When a unit has been abandoned, Management's representative may enter the unit and remove any abandoned property. It will be stored in a reasonably secure place. A notice will be mailed by certified mail to the resident stating where the property is being stored and when it will be disposed of. If Management does not have a forwarding address for the resident, the notice will be mailed certified mail to the unit address so it can be forwarded by the post office.

Thirty (30) days after said notice has been given, any unclaimed property will be disposed of by Management. If any money is obtained by the disposal of the property, it shall first go to cover money owed by the resident to Management such as back Rent and the cost of storing and disposing of the goods. If there is any money remaining and the resident's forwarding address is known, Management will mail it to the resident. If the resident's address is not known, Management will hold it for the resident for one year. If it is not claimed within that time, it will be paid to the State of Idaho as called for under Idaho law.

Within thirty (30) days of learning of an abandonment, Management will return the security deposit or any portion due to the resident after deduction for unpaid Rent and repair of any damages, normal wear and tear excepted, along with a written itemization for any deductions. If Management cannot locate the resident, any retained security deposit funds held by Management, after deduction of unpaid Rent and other itemized deductions, shall be held for one year for the resident and then will be paid to the State of Idaho as called for under Idaho law.

**27. Handicapped Resident Needs:**

- Residents with a disability may request a reasonable accommodation, which is necessary to afford Resident equal opportunity to use and enjoy occupancy and use of the Unit and the common areas of the community. Unless the disability and need for the accommodation requested are readily apparent, Management will require third-party verifications to substantiate all requests for reasonable accommodation. Approval of requests for accommodation will not be unreasonably withheld. Resident's requests for accommodation must be both reasonable and financially feasible as set forth in the laws governing Fair Housing.

**28. Non-handicapped Residents Occupying a Handicapped Unit:**

- If Resident is not a handicapped person and has chosen to occupy a designated handicapped unit, Management may require that Resident move to another suitable vacant Unit if another resident or applicant requires a handicapped unit. Resident agrees to move, at Resident's expense, to another suitable unit upon receiving a 30-day written notice from Management. Resident hereby agrees



that the Rent for the new Unit may change and, if necessary, the Lease will be modified to reflect the change in rental rates.

**29. Illegal Controlled Substances:**

- The use, possession, manufacture, sale or distribution of controlled substances, as defined by law, by a member of Resident's household or by a guest of Resident, at any location on the Development, is prohibited and shall be a material non-compliance of the Lease. Admission to or conviction of a controlled substance violation shall be irrefutable evidence of non-compliance. Violation of this provision shall be grounds for eviction.

**30. Resident's Certification:**

- Resident certifies that he/she has received a copy of this Lease, a copy of the "Move-In Inspection Report" and the Resident Handbook, each of which is incorporated herein and contains important and material provisions of this Lease.

**31. Management's Acceptance: IMPORTANT NOTICE.**

- This Lease is subject to and is not binding upon Management or Owner until approved by Management's home office and appropriate government agency, if applicable.

**32. Annual Recertification:**

- Each year on the anniversary of occupancy, the Resident will be requested to complete an annual income re-certification to provide complete information concerning their annual gross income. Refusal to complete required documents or to sign release of information forms is a material violation of the Lease. Fraudulent reporting of income is also a material violation of the Lease and will result in immediate termination of tenancy. All information submitted by Resident or Applicant will be maintained in a confidential manner. Unit transfers or changes in occupancy require re-verification of annual income and re-determination of eligibility under regulations governing the Development.

**33. Full-Time Students:**

- At no time during the Lease or any extension thereof may the Unit be occupied entirely by full-time students who are not otherwise exempt. If all household members become full-time students, and do not meet the exempt status, Management shall notify the household to vacate the Unit after appropriate notice of no less than thirty (30) days has been given.

**34. Changes in Resident Income Eligibility:**

- Residents must continue to satisfy the income eligibility as required by the regulations governing the Development. Management shall determine Resident eligibility through annual income re-certifications. If household income exceeds 140% of the qualifying income, the Resident is no longer considered an income qualified Resident and may be required to leave within thirty (30) days or when this Lease ends, whichever is later. If Resident remains in the Unit, the Rent for such Unit may be raised to a higher rental rate.

If maximum qualifying income limits prescribed by the regulations governing the Development increase or decrease, then Rent may increase or decrease after appropriate notice. All Residents will be notified in writing of any increase or decrease in Rent.

- (a) Resident hereby certifies the accuracy of the information provided in connection with the examination or re-examination of the eligibility of the household of the Resident.





# Affordable Rental Housing Lease Agreement

## Partner Lease Addendum A

**Order of Precedence.** In the event of a conflict between “Affordable Rental Housing Lease Agreement” and “Partner Lease Addendum A”, the order of precedence shall be : (a) Partner Lease Addendum A; (b) Affordable Rental Housing Lease Agreement.

Initial each line and sign and date where noted below.

\_\_\_\_\_ I understand that affordable housing is being made available to me by my employer. Upon separation from employer, regardless of reason, I have 60 (sixty) days to move out of the unit I am renting. I understand that I am required to notify ARCH immediately upon change of my employment status with the employer that made this housing available. 60-day timeline starts at date of employment separation.

\_\_\_\_\_ I understand that if 3 (three) lease violations are issued, that the lease will be cancelled, and I will be evicted.

\_\_\_\_\_ I understand that I must pay via ACH and will sign in to set this up after credentials are issued.

\_\_\_\_\_ I understand that after the annual recertification (as described in section 32) that my rent could be adjusted to reflect my current income.

\_\_\_\_\_ I understand that Water, sewer, power, and garbage will be covered by the City of Hailey.

\_\_\_\_\_ I understand that 2 (two) parking spaces have been allocated to residents and/or guests.

\_\_\_\_\_ I understand that I have received and must adhere to **City of Hailey Fire Department “Tiny Home Requirements”** document dated 10/24/2023. I understand that City of Hailey administration and not ARCH or The Housing Company will be enforcing the **“Tiny Home Requirements.”**

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Date

\_\_\_\_\_  
ARCH or The Housing Company

\_\_\_\_\_  
Date

10/24/2023

### Tiny Home requirements

Part of the lease agreement for living in the tiny home is you will need to maintain the Hailey Fire Department Rules and guild lines (SOGs). Listed below are the expectations of the renter and rules to follow.

- **PARTICIPATION:** The renter is required to maintain 50% of annual training and 10% of call volume. The call volume will be based on your current qualifications. For example, a firefighter trained without a medical license will only be held accountable for the “fire only” calls.
- **Responsibilities:**
  - Snow Removal
  - Animal waste clean up (if applicable)
  - Assist as needed with grounds clean up
  - Assist with making sure all HFD’s equipment is in good condition when the office is closed.
  - Notify the City and/or Blaine County Communications Center of any emergencies, accidents, or injuries.
- **CODE OF ETHICS:** Firefighters are the most visible personnel of the City of Hailey Fire Department. An excellent professional image at all times is a must. Conduct considered unprofessional or offensive will not be tolerated. Such conduct may result in disciplinary action including dismissal.
- **CONFLICTS:** When conflicts arise between Firefighters, the individuals will first try to reach a solution amongst themselves. If this is unsuccessful, the City shall be notified to assist with the resolution of the conflict.
- **PETS:** Pets owned by residents may be permitted with the approval of the City. Pets shall be compatible with the Fire Station environment (visitors, loud noises, etc.) Any damage or injuries caused by a pet must be reported immediately to the City.

Thank you,

Jamie Hoover  
Operations Chief

# **Return to Agenda**

**AGENDA ITEM SUMMARY**

**DATE:** 11/13/23

**DEPARTMENT:** Police/Admin

**DEPT. HEAD SIGNATURE:** LH

**SUBJECT:**

Motion to approve Resolution 2023-\_\_\_\_, authorizing a contract for services with Animal Shelter of the Wood River Valley, dba Mountain Humane, to provide housing for animals impounded from Hailey for FY 2023/24, for an annual amount of \$27,439.

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

**BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:**

The City of Hailey and the Animal Shelter of the Wood River Valley have had a successful partnership for over 12 years. The contract amount has been increased by 3% for the next fiscal year, similar to other 2023/24 contracts for services, to reflect increased costs of staff and supplies. Mountain Humane staff have indicated a commitment to helping the City to decrease the annual number of impounded animals originating in Hailey, which was 101 animals in 2021. 2022 numbers will be brought to the meeting.

Hailey police Department is in the process of outfitting two (2) vehicles with two (2) chip scanners in coordination with the County Animal Control Officer. Mountain Humane is now chipping all new adoptees. Chipping provides a much superior method of reuniting animals with owners. The addition of the 2 chip scanners in police vehicles will hopefully decrease the number of animals brought to the shelter from Hailey Police.

Mountain Humane submits quarterly reports detailing all activities related to Hailey..

**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:

Contract is for the FY 23/24 budgeted amount.

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

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

**RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:**

Motion to approve Resolution 2023-\_\_\_\_, authorizing a contract for services with Animal Shelter of the Wood River Valley, dba Mountain Humane, to provide housing for animals impounded from Hailey for FY 2023/24, for an annual amount of \$27,439.

**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 CONTRACT FOR SERVICES WITH  
MOUNTAIN HUMANE FOR ANIMAL SHELTER AND LICENSING SERVICES.**

WHEREAS, the City of Hailey desires to enter into an agreement with Mountain Humane under which services shall be performed to impound, shelter, license and care for animals delivered to the animal shelter facilities from within the city limits of Hailey.

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

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

Passed this 10<sup>th</sup> day of November, 2023.

City of Hailey

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

ATTEST:

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

## **CITY OF HAILEY IDAHO - CONTRACT FOR SERVICES MOUNTAIN HUMANE**

THIS AGREEMENT is in effect from October 1, 2023, to September 30, 2024, by and between the City of Hailey, Idaho, a body corporate and politic and a subdivision of the State of Idaho, hereinafter referred to as “The City” and Mountain Humane, a non-profit corporation, Blaine County, Idaho, hereinafter referred to as “Mountain Humane”.

### RECITALS:

1. The City is authorized pursuant to Idaho law to impound animals that are running at large or pose a danger to the public health safety and welfare.
2. Blaine County Code, Title 4, Chapter 4, Animal Control, establishes requirements for dog licensing and impoundment of dangerous animals and at-large dogs; authorizes fees for violation of terms of the Code and redemption of animals; and provides definitions and other regulations related to the administration of animal control.
3. Mountain Humane is willing to provide facilities and services for the care and safe housing of animals found in the City of Hailey that are impounded by the City animal control officer, city law enforcement, or taken to Mountain Humane by citizens.
4. It is necessary for the proper operation of a city animal control program to have facilities and personnel available for the care and housing of impounded animals, for communication and exchange of information to the public and the sale and record keeping of the County dog licenses.
5. The parties believe that paying a flat fee for services is a more flexible and fair approach than charging on an individual impound basis. The City’s payment of a flat fee reduces administrative costs and recognizes the valuable public and private function served by Mountain Humane. The flat fee shall reasonably reflect the level of service provided by Mountain Humane, including but not limited to, the numbers and types of animals from the City of Hailey, and may be adjusted annually during the city’s budget process which starts in June and concludes in September of each year.
6. Mountain Humane, in their correspondence to the City in May, 2023, has indicated that the cost of providing impound service to Hailey for FY 23/24 is \$34,101, and the City, in its adopted budget, has allocated \$27,439.
7. The parties agree that the implementation this contract year of microchipping animals will likely result in a reduction of impounded animals annually.
8. In good faith, and as project partners, the parties agree to re-evaluate the contract after six (6) months to determine if the microchip program has in fact reduced the number of animals impounded.

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

#### AGREEMENT

1. TERM: This Agreement shall be in full force and effect upon execution. The contract period will be from October 1, 2023, until September 30, 2024.
2. RENEWAL: Consideration for services shall be reviewed on a yearly basis by both parties, with the Mountain Humane submitting a budget proposal by June 1 of each year so that the city may consider the request in the City's annual budget process.
3. RECEIPT AND HOUSING OF ANIMALS: Mountain Humane hereby agrees to receive, house and feed all animals found in the City and delivered to Mountain Humane by the police, animal control officer or citizens. The location of pickup shall be documented to establish the jurisdiction of origin for the purposes of this Contract. Any officer or citizen delivering an animal found in The City of Hailey to Mountain Humane must verify that the animal being impounded was found within the city limits of the City of Hailey and provide a written statement detailing the reasons why the animal was impounded. The capacity of Mountain Humane is 50 dogs and 50 cats. In the ordinary course of operations, inflow of animals does not exceed capacity. If a situation arises that exceeds capacity, temporary declination of Mountain Humane to accept City impounds shall not be a breach of this agreement. In such an event Mountain Event shall exercise its best efforts to shorten the period of over-capacity or find alternate locations for acceptance.
4. RABIES VACCINATION AND LICENSING: Pursuant to Idaho law, dogs over six (6) months of age must be vaccinated for rabies and have on them a collar with a current license. Dogs impounded at Mountain Humane that are not wearing a collar with a current license tag will be vaccinated for rabies and issued a license. An owner claiming said dog will be charged both for a rabies vaccination and license along with any impound fees. Dogs will not be released without payment for services. If an impounded dog has a microchip or a collar with identification tags, but no current license tag Mountain Humane will check for current licensing and vaccination status within its database. If no current license is found Mountain Humane will vaccinate for rabies if necessary and issue a license at the owner's expense. The City shall not be responsible to pay for any vaccinations or licensing under this contract.
5. ADMINISTRATIVE DUTIES: Mountain Humane agrees to provide facilities and personnel to perform any administrative duties necessary to the City's animal control program including, but not limited to, the sale and record keeping of the County's dog license program.

The City authorizes Mountain Humane to collect impound fees for animals impounded or taken up pursuant to this Agreement. Mountain Humane agrees not to release impounded animals to their owners unless and until the impound fees



set forth by the City or County, if any, have been paid and procedures have been followed. Furthermore, Mountain Humane shall require any impounded dog be licensed before releasing said animal back to its owner.

6. CONSIDERATION: In consideration for the services performed by Mountain Humane according to the terms of this contract, the City shall pay Mountain Humane a total sum of \$27,439 for the fiscal year 2023/24 to be paid in quarterly installments of \$6,859.80 a quarter. In addition, the City shall allow all revenues generated from Mountain Humane's sale of dog licenses for the City and the collection of impound fees from pet owner's retrieving their animals to remain with Mountain Humane.
7. QUARTERLY REPORTS: Mountain Humane shall provide the City with quarterly reports that include the following information:
  - a) Numbers and types of animals impounded.
  - b) Location of animal pickup. Any officer or citizen delivering an animal to Mountain Humane shall verify, to the greatest extent feasible, that the animal being impounded was found within the City of Hailey borders and provide a written statement detailing the reasons why the animal(s) was impounded. Impound records shall be submitted to the City quarterly.
  - c) Numbers and types of animal licenses, to whom sold and/or renewed; revenues received.
    - i) Mountain Humane shall work with the City to develop a reporting system so that City dispatch personnel, law enforcement officers, animal control officers and citizens can determine the ownership of the animal based upon licensing information, including residence and phone contact of the owner.
8. INDEMNIFICATION: Mountain Humane agrees fully to indemnify, save and hold harmless the City and their respective officers, agents and employees from and against all claims and actions and all expenses incidental to the investigation and defense thereof, based upon or arising out of damages or injuries to third persons or their property, caused by the fault or negligence in whole or in part of Mountain Humane, its agents, subtenants, or employees in the operation of Mountain Humane and the dispatch of the obligations incurred under this Agreement. The City agrees to fully indemnify, save and hold harmless Mountain Humane, its Board of Directors, officers, agents and employees from and against all claims and actions and all expenses incidental to the investigations and defense thereof, based upon or arising out of damages or injuries to third persons or their property, caused by the fault or negligence in whole or part of the City, their agents, officers, or employees incurred in the enforcement and administration of an animal control ordinance or other law.
9. MOUNTAIN HUMANE A PRIVATE FACILITY: The parties agree that Mountain Humane is a private facility with its own policies and procedures for the housing and care of animals. Animals impounded or accepted by Mountain Humane pursuant to this Agreement shall become the property of Mountain Humane after seven days, at which

time Mountain Humane shall assume financial responsibility for the continued care and housing of the animals.

10. TERMINATION: Any party to this Agreement may terminate its obligations under this Agreement upon providing the other parties with thirty (30) days written notice.
11. MODIFICATION: There shall be no modification of this Agreement unless executed in writing by the parties.

Executed and effective by the undersigned parties,

DATED THIS \_\_\_<sup>th</sup> DAY OF October 2023.

MOUNTAIN HUMANE

CITY OF HAILEY, IDAHO

\_\_\_\_\_  
Annie McCauley  
Executive Director, Mountain Humane

\_\_\_\_\_  
Martha Burke  
Mayor, City of Hailey

ATTEST:

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

# **Return to Agenda**

**AGENDA ITEM SUMMARY**

**DATE:** 11/13/2022    **DEPARTMENT:** Admin    **DEPT. HEAD SIGNATURE:** BS

**SUBJECT:**

Motion to approve 1) Resolution 2023-\_\_\_\_, authorizing City officials to accept and sign Regence Blue Shield Employee Choice Health Plan Contracts, with updated benefit plans and costs; and 2) Resolution 2023-\_\_\_\_, Delta Dental premium statement (with 2% cost increase effective with January 2024 coverage). The VSP plan was renewed for two years effective 1/1/2023, valid for 2024.

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

**BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:**

We have received our RBS 2024 calendar year premium rates which are not significantly higher (avg 8.4%) than the current premium. The proposed amount is within our budget and the plans, with three choices of Gold \$ 1,000 deductible), Silver (\$2,500 deductible) and Bronze (\$6,000 deductible) are working for our employees as they use the best plan for their needs.

The attached documents need to be accepted and signed by the City for us to enter into these new calendar year benefit plans.

Under our insurance group plans, we are required to give all employees the same benefit options. Therefore, the premium paid for the Gold plan is paid on behalf of all employees. If employees choose a plan with a lesser premium, either Silver or Bronze, the premium difference is paid into the employee's HRA-VEBA account for use by the employee on health care costs or helps reduce the cost of their dependent coverage. This consumer-driven healthcare concept lowers the overall cost of insurance.

**FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:**

These Blue Shield plans and the new Delta Dental rate are within the budget established by the City Council for FY 24.

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

\_\_\_\_ City Attorney                      X Treasurer                      \_\_\_\_ Clerk  
X Administrator                      \_\_\_\_ Community Development    \_\_\_\_ Mayor

**RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:**

Motion to approve Resolution 2023\_\_\_\_, authorizing City officials to accept and sign Regence Blue Shield Employee Choice Health Plan Contracts, with updated benefit plans and costs for calendar year 2023.

**ACTION OF THE CITY COUNCIL:**

Date \_\_\_\_\_

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

**FOLLOW-UP:**

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

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

Overall Rate Change for Group

% Change of Medical / Rx Rate: 4.70%  
% Change of Dental Rate: N/A  
% Change of Total Rate: 4.70%

Group Name : CITY OF HAILEY  
Producer : CANDACE IRELAND  
Effective Date : January 01, 2024



Regence BlueShield of Idaho, Inc. is an Independent Licensee of the Blue Cross and Blue Shield Association

	Employee	Employee/ Spouse	Employee/ 1 Child	Employee/ 2+ Child	Family	Totals
Medical	39	5	2	6	6	58

All medical options on this quote include coverage for: Employee and Dependents

**Option 1 (Renewal Products and Rates) - Regence Gold 1000 - Employee Choice (Grouping 1)**

<input type="checkbox"/> Composite Medical Rates	Employee	Employee/ Spouse	Employee/ 1 Child	Employee/ 2+ Child	Family	Monthly Total
<b>Gold 1000</b> : \$30 Prim/\$50 Spec Copay, \$1,000 Ded, 25% Coins, \$7,000 OOPM, Preferred Network, <b>Pharmacy</b> : Pref Generic/Generic \$10/\$35, Pref Brand/Brand \$50/50%, Pref Specialty/Specialty 20%/50%, Generic Ded Waived, <b>EAP - 4 visits, Maternity</b>	\$800.37	\$1,600.74	\$1,520.70	\$1,520.70	\$2,321.07	\$65,310.15

**Option 2 (Renewal Products and Rates) - Regence Silver HSA 2500 - Employee Choice (Grouping 1)**

<input type="checkbox"/> Composite Medical Rates	Employee	Employee/ Spouse	Employee/ 1 Child	Employee/ 2+ Child	Family	Monthly Total
<b>Silver HSA 2500</b> : \$40 Prim/\$70 Spec Copay After Ded, \$2,500 Ded, 30% Coins, \$6,900 OOPM, Preferred Network, <b>Pharmacy</b> : Pref Generic/Generic 20%/25%, Pref Brand/Brand 35%/50%, Pref Specialty/Specialty 20%/50%, Optimum Value Ded Waived, <b>EAP - 4 visits, Maternity</b>	\$681.42	\$1,362.84	\$1,294.70	\$1,294.70	\$1,976.12	\$55,603.90

**Option 3 (Renewal Products and Rates) - Regence Bronze HSA 6000 - Employee Choice (Grouping 1)**

<input type="checkbox"/> Composite Medical Rates	Employee	Employee/ Spouse	Employee/ 1 Child	Employee/ 2+ Child	Family	Monthly Total
<b>Bronze HSA 6000</b> : \$40 Prim/\$60 Spec Copay After Ded, \$6,000 Ded, 50% Coins, \$7,150 OOPM, Preferred Network, <b>Pharmacy</b> : Pref Generic/Generic 50%/50%, Pref Brand/Brand 50%/50%, Pref Specialty/Specialty 20%/50%, Optimum Value Ded Waived, <b>EAP - 4 visits, Maternity</b>	\$567.07	\$1,134.14	\$1,077.43	\$1,077.43	\$1,644.50	\$46,272.87

Final rates are subject to change if the group's enrolled census and other underwriting criteria are different from the census and assumptions used in developing the rates. For a complete list of rating assumptions, please refer to the Underwriting Assumptions document.

I acknowledge this rate sheet includes a summary of the benefit plan selected and rates associated with this plan for the effective date indicated. I understand this summary does not provide a full description of the benefit plan selected and that the complete details of the plan can be found in the contract.

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

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



Group Name : CITY OF HAILEY  
 Producer : CANDACE IRELAND  
 Effective Date : January 01, 2024



Regence BlueShield of Idaho, Inc. is an Independent Licensee of the Blue Cross and Blue Shield Association

	Employee	Employee/ Spouse	Employee/ 1 Child	Employee/ 2+ Child	Family	Totals
Medical	39	5	2	6	6	58

**Existing Products and Rates**

	Employee	Employee/ Spouse	Employee/ 1 Child	Employee/ 2+ Child	Family	Monthly Total
<b>Gold 1000</b> : \$30 Prim/\$50 Spec Copay, \$1,000 Ded, 25% Coins, \$7,000 OOPM, Preferred Network, <b>Pharmacy</b> : Pref Generic/Generic \$10/\$35, Pref Brand/Brand \$50/50%, Pref Specialty/Specialty 20%/50%, Generic Ded Waived, <b>EAP - 4 visits, Maternity</b>	\$769.27	\$1,538.54	\$1,461.61	\$1,461.61	\$2,230.88	\$62,772.39

**Existing Products and Rates**

	Employee	Employee/ Spouse	Employee/ 1 Child	Employee/ 2+ Child	Family	Monthly Total
<b>Silver HSA 2500</b> : \$40 Prim/\$60 Spec Copay After Ded, \$2,500 Ded, 30% Coins, \$6,750 OOPM, Preferred Network, <b>Pharmacy</b> : Pref Generic/Generic 10%/25%, Pref Brand/Brand 35%/50%, Pref Specialty/Specialty 20%/50%, Optimum Value Ded Waived, <b>EAP - 4 visits, Maternity</b>	\$644.91	\$1,289.82	\$1,225.33	\$1,225.33	\$1,870.24	\$52,624.67

**Existing Products and Rates**

	Employee	Employee/ Spouse	Employee/ 1 Child	Employee/ 2+ Child	Family	Monthly Total
<b>Bronze HSA 6000</b> : \$40 Prim/\$60 Spec Copay After Ded, \$6,000 Ded, 50% Coins, \$6,900 OOPM, Preferred Network, <b>Pharmacy</b> : Pref Generic/Generic 50%/50%, Pref Brand/Brand 50%/50%, Pref Specialty/Specialty 20%/50%, Optimum Value Ded Waived, <b>EAP - 4 visits, Maternity</b>	\$541.47	\$1,082.94	\$1,028.79	\$1,028.79	\$1,570.26	\$44,183.91



deltadentalid.com  
Group Number: 0905  
becky.stokes@haileycityhall.org  
October 2, 2023

Delta Dental of Idaho  
555 E Parkcenter Blvd  
Boise, ID 83706

Becky Stokes  
City of Hailey  
115 S Main Street Ste H  
Hailey, ID 83333

**RENEWAL NOTICE**

Dear Becky:

Thank you for choosing Delta Dental of Idaho. We appreciate our partnership with City of Hailey and value the trust that you have placed in us to keep your employees' smiles healthy.

We have completed the renewal process and are pleased to note that there is only a 2.0% rate increase. Your dental premium rates for the contract period, January 01, 2024 through December 31, 2024 are noted below. Late enrollee waiting periods may be waived if employees and/or dependents enroll during the plan's annual open enrollment period, for an effective date of January 01, 2024.

COBRA Rates - available to groups  
with 20 or more employees

	Plan1	Plan1
Employee	\$51.70	\$51.70
Employee + One Dependent	\$102.23	\$102.23
Employee + Two or more Dependents	\$172.22	\$172.22

As per section IX of your contract, renewal is automatic unless you notify Delta Dental of Idaho within 30 days prior to your renewal date that you do not wish to renew your contract. Payment of the first month's premium is considered acceptance of the terms and conditions of this renewal contract.

In addition to providing the state's largest dental network, a mobile app for immediate access to benefit data and an information rich website, your employees have access to Delta Dental of Idaho's new Health *through* Oral Wellness® Program. The program, also known as HOW®, provides additional dental benefits for high-risk employees at no additional premium - as part of our commitment to better oral health. Contact our sales department for program details.

We look forward to supporting healthy smiles for years to come.

Thank You,

Daniel Stuhr  
Sales Representative

cc: Candace Ireland  
PO Box 3769  
Hailey, ID 83333

Sales Department  
(208) 489-3567  
(800) 356-7586  
sales@deltadentalid.com

# **Return to Agenda**



**AGENDA ITEM SUMMARY**

**DATE:** 11/13/2023

**DEPARTMENT:** ADMIN/CDD

**DEPT. HEAD SIGNATURE:** LH/RD

**SUBJECT:** Addendum to Resolution 2023-094: ARCH/City Locals Only Deed Restriction Pilot Program MOU. This Addendum is an addition to the recently approved MOU with ARCH, which includes a Community Housing Oversight Memo outlining compliance methodology for annual verification purposes.

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

**BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:** The City of Hailey identified Housing as one of the top priorities within the FY 2022 Municipal Budget, thereby earmarking \$500,000 towards creative and informed housing efforts and solutions. This priority was confirmed at the Mayor/Council Goal Setting session in April 2023.

This year, the \$500,000 within FY 2022 has been expended on the purchase of two (2) diverse housing units: a townhouse on River Street, and a Tiny Home on Wheels, that has been positioned behind the Hailey Fire Station. In addition to the expenditure of funds directly on housing, Staff have further prioritized affordable housing in all planning efforts to obtain additional community housing units across the City.

Furthermore, Staff continues to research investment possibilities that would contribute to the housing landscape for locals - with the goal of 'stretching' the allocated funds toward local units for those Hailey residents in need. In turn, earlier this year the Council approved a new Hailey program that would supply housing units to the missing middle – or those local, higher earning professional workers – and would further restrict the sale and occupancy only to those working in the local economy. The key components of the Locals Only Program include:

- At least one adult in the household must work full time, or a minimum of 1,500 hours annually in Blaine County.
- A minimum amount of household income must be earned locally.
- Exceptions for military, teachers, retirement, and disability apply.
- The unit must be owner-occupied for a 9-month minimum.
- The program allows for a 1-year rental to a local individual or family, no short-term rentals are allowed.
- No maximum appreciation cap on the unit resale value.
- Cannot own other residential property in Blaine County.
- The net worth maximum is \$500,000 for the qualified resident.

To be considered at the November 13, 2023 public hearing is the inclusion of a Community Housing Oversight directive, or written methodology for annual verification purposes.

**Objective.** Staff and ARCH seek to ensure that community housing units are compliant with the agreed upon terms and conditions outlined within a project’s development agreement. Staff encourage the Council to consider and adopt the attached Community Housing Oversight Memo which thoroughly outlines varying degrees of compliance assurance depending on the overall scope of the project, project type, and need.

**FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:**

Budget Line Item # \_\_\_\_\_  
Estimated Hours Spent to Date:

Caselle # \_\_\_\_\_  
YTD Line-Item Balance \$ \_\_\_\_\_  
Estimated Completion Date:

Staff Contact: Robyn Davis

Phone # 788-9815 #2015

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

<input checked="" type="checkbox"/> City Attorney	<input checked="" type="checkbox"/> City Administrator	<input checked="" type="checkbox"/> Engineer	<input type="checkbox"/> Building
<input type="checkbox"/> Library	<input checked="" type="checkbox"/> Planning	<input checked="" type="checkbox"/> Fire Dept.	<input 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"/> _____

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**RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:** Motion to include and approve the attached Addendum, for approved Resolution 2023-094, a Resolution outlining the Locals Only Deed Restriction Pilot Program with ARCH. This Addendum includes a Community Housing Oversight Memo outlining compliance methodology for annual verification purposes.

**ADMINISTRATIVE COMMENTS/APPROVAL:**

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

-----  
**ACTION OF THE CITY COUNCIL:**

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

-----  
**FOLLOW-UP:**

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

## **City of Hailey and ARCH Community Housing Oversight Compliance Methodology for Community Housing Units**

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The City of Hailey has incentivized market rate developers to include Community Housing Units within their developments. Once developed, the City seeks to ensure that units are compliant with the agreed terms and conditions. ARCH Community Housing Trust, a local non-profit affordable housing development company, can provide varying degrees of compliance assurance depending on the capacity of the owner and the City's confidence level.

### **Step One. Basic oversight \$250.00 per unit per year**

One in-unit inspection per year to ensure that the property is being used in accordance with the lease including numbers of people living in the unit.

### **Step Two. Basic oversight plus rent and income certifications. \$400.00 per unit per year**

All elements of Step One plus calculation of annual income and rent compliance using documents provided by the owner. The Owner must provide compliance documents electronically to ARCH. If the Owner fails to provide documents to ARCH 30 days before compliance is due (typically before lease renewal), the Owner will be in violation of the terms and conditions outlined in the development agreement. If the Owner is incompliant, the City of Hailey will act.

### **Step Three. Basic oversight + rent and income certifications and collection of data. \$750.00 per unit per year.**

All elements of Step One plus calculation of annual income and rent compliance using documents which we retrieve from residents. ARCH will provide "action required" letters to tenants informing tenants of requirements of compliance. Said letter will outline ARCH's request for documentation. If tenants fail to comply, the task will revert back to the Owner, and fees will still be owed to ARCH.

**Step Four. Complete property management including rent collections and repair issues. \$750.00 per unit per year + 10% of gross rental revenue.** The Owner remains financially responsible for repairs and reserve funds.

**CITY OF HAILEY**  
**RESOLUTION NO. 2023-094**

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

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

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

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

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

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

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

Passed this 10th day of July, 2023

City of Hailey

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

ATTEST:

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



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

**Category L Deed Restriction Pilot Project**

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

**1. Purpose:**

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

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

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

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

**2. Program Components**

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

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



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

**B. Identification of properties.**

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

**C. Execution and Funding.**

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

**3. Terms and Termination:**

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

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





**CITY OF HAILEY**  
**RESOLUTION NO. 2023-095**

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

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

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

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

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

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

Passed this 10th day of July, 2023

City of Hailey



Martha Burke, Mayor

ATTEST:



Mary Cone, City Clerk



Recording Requested By  
and When Recorded  
Return to:

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

&

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**COMMUNITY HOUSING DEED RESTRICTION COVENANT**  
(LIMITING HOUSEHOLD OWNERSHIP AND RESIDENCE TO LOCAL ECONOMY PARTICIPANT)

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

**Section 1: Background.**

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

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

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

COMMUNITY HOUSING DEED RESTRICTION COVENANT  
LIMITING HOUSEHOLD OWNERSHIP AND RESIDENCE TO LOCAL ECONOMY PARTICIPANT  
1 OF 21



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

**Section 2: Definitions.**

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

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

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

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

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

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

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

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

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

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

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

### **Section 3: Transfer.**

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **Section 5: Maximum Sales Price & Maximum Rental Amount.**

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

#### **Section 6: Closing.**

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



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

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

#### **Section 7: Insurance & Casualty.**

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

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



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

### **Section 8: Encumbrances.**

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

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

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

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

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

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

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

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

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

#### **Section 9: Condemnation.**

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

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

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

#### **Section 10: Indemnity, Waiver and Release.**

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

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

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

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

### **Section 11: Compliance & Default.**

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

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

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

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

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



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

## **Section 12: Remedies.**

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

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

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

## **Section 13: Notices.**

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



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

To Declarant:

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

To \_\_\_\_\_

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

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

#### **Section 14: General Provisions.**

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

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

proceeding is prosecuted to judgment.

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

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

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

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

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

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

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

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

CITY OF HAILEY

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

Martha Burke, Mayor

DECLARANT:

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

\_\_\_\_\_, Manager

STATE OF IDAHO )  
 ) ss  
County of Blaine )

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

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

Name: \_\_\_\_\_  
Notary Public for Idaho  
Residing at \_\_\_\_\_  
My commission expires \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) ss.  
County of \_\_\_\_\_ )

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

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

Name: \_\_\_\_\_  
Notary Public for Idaho  
Residing at \_\_\_\_\_  
My commission expires \_\_\_\_\_

Exhibit "A"

Legal Description of Property



**AGENDA ITEM SUMMARY**

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

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**SUBJECT:** Consideration of:

- 1) Resolution 2023-<sup>097</sup>, a resolution outlining a Memorandum of Understanding (MOU) with ARCH for a Locals Only Deed Restriction Pilot Program and
  - 2) Resolution 2023-<sup>098</sup>, a resolution adopting of Locals Only Deed Restriction
- 

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

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**ATTACHMENTS TO THIS REPORT:**

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

**COUNCIL DISCUSSION FROM JUNE 26, 2023**

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

**BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:**

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

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

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

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

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

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

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

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

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

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

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

#### **HAILEY/ARCH Pilot Permanent Locals Only Deed Restriction**

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

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

Here is an example of how this works:

1. Unit for sale to ARCH at \$380,000.
2. ARCH/Hailey place a permanent Locals Only Deed Restriction on the unit. For purposes of the pilot program, staff is assuming that the "cost" of that deed restriction is 20% of the home value. 20% of \$380,000 = \$76,000.



3. Home is sold to a qualified buyer for the original purchase price less the value of the deed restriction: \$380,000- \$76,000 = \$304,000.
4. The \$76,000 is a permanent investment in the Locals Only Deed Restriction.
5. A qualified buyer invests in the unit for \$304,000. If the buyer decides to sell in the future, they can only sell to a qualified local, but the price of their resale is not restricted.

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

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

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

Attached are the proposed Memorandum of Understanding and Category L deed restriction (drafted by the Hailey City Attorney).

### **ADDITIONAL BACKGROUND KETCHUM/BCHA PROGRAMS**

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

<https://mccmeetings.blob.core.usgovcloudapi.net/ketchid-pubu/MEET-Packet-5e3abbbdd99cb4bcbb0daefcd5e80ca88.pdf>

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

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

- Vail (Vail InDEED)
- Summit County & Breckenridge (Housing Helps)
- Teton County & Jackson, WY (Preservation Program)
- Truckee (Home Access Program)
- Placer County (Workforce Housing Preservation Program)
- Mountain Village (YES Incentive Program)
- Big Sky Community Housing Trust (GOOD DEEDS)
- Park City (Live Park City)

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

**FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:**

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

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

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

**RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:**

- 1) Motion to approve Resolution 2023-<sup>097</sup> a resolution outlining a Memorandum of Understanding with ARCH for a Locals Only Deed Restriction Pilot Program, and;
- 2) Motion to approve Resolution 2023-<sup>098</sup> a resolution adopting of Locals Only Deed Restriction

**ACTION OF THE CITY COUNCIL:**

Date : 7/10 - council approved  
City Clerk \_\_\_\_\_

**FOLLOW-UP:**

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

Copies (all info.): \_\_\_\_\_ Copies (AIS only)  
Instrument # \_\_\_\_\_

# **Return to Agenda**



**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,

<b>Department</b>	<b>Equipment</b>	<b>Brand</b>	<b>Model</b>	<b>Serial</b>
HPD	Vehicle	Ford	2012 Explorer, black	1FMHK8B83CGA45178
HPD	Vehicle	Ford	2014 Explorer, black	1FM5K8AR4EGA91831
Streets	Generator		Generator	

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 13th day of November, 2023.

City of Hailey

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

ATTEST:

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

# **Return to Agenda**

## MOUNTAIN WEST BANK

**E-Banking Customer Security Review**

PLEASE RETURN BY:

1. Have there been any changes in the business/principals during the last year?  Yes  No  
Explanation of changes:
2. Is your Online Banking user list current?  Yes  No  
Explanation of any changes needed:
3. Customer acknowledges the inherent risks and responsibilities associated with conducting business via the Internet.  Yes  No
4. Customer has a business resumption plan in place to conduct business in the event electronic banking systems are not available.  Yes  No
5. Customer acknowledges the importance of each user having their own Cash Management ID and password as well as the importance of protecting their passwords.  Yes  No
6. Customer reviews employee security for position changes and terminations.  Yes  No
7. Customer acknowledges it is solely responsible for naming or changing any authorized user, specifying those accounts and services to which each authorized user shall have access and monitoring capabilities.  Yes  No
8. Customer has performed hardware and software vendor recommended maintenance including security and virus protection updates.  Yes  No
9. Customer has in place an active firewall in addition to up-to-date and active antivirus software.  Yes  No
10. Customer acknowledges that it is responsible for maintaining all equipment required for its access to and use of the services.  Yes  No
11. Customer acknowledges that it is solely responsible for the timeliness, accuracy, and completeness of any instruction and information entered by it in connection with any transaction.  Yes  No
12. Customer acknowledges they have been provided the bank's website where they can access information regarding security best practices.  Yes  No
13. Customer acknowledges they have been provided the National Automated Clearing Association (NACHA) website ([www.nacha.org](http://www.nacha.org)) for direct access to NACHA rules and requirements ([www.achrulesonline.org](http://www.achrulesonline.org)), as well as the annual [ACH Rule Amendments Summary and General Origination Information](#).  Yes  No

**WEB ACH Origination**

14. Customer originates WEB ACH Entries (if no, skip questions 15 – 18):  Yes  No
15. Customer has implemented a commercially reasonable fraudulent detection system to screen WEB Entries and such system, at a minimum, validates the account to be debited for the first use, and for any subsequent change(s) to such account number.  Yes  No

16. Customer has implemented commercially reasonable methods of authentication to verify the identity of the Receivers of WEB entries.  Yes  No
17. Customer has implemented commercially reasonable procedures to verify that routing numbers used in WEB entries are valid.  Yes  No
18. Customer certifies that they conduct, or have conducted on their behalf, annual audits to ensure that financial information obtained from Receivers is protected, and at a minimum, their security practices and procedures include adequate levels of:
- a) Physical security to protect against theft, tampering, or damage;
  - b) Personnel and access controls to protect against unauthorized access and use; and
  - c) Network security to ensure secure capture, storage, and distribution.

**Remote Deposit**

- Customer does **NOT** use Remote Deposit. Skip to the **Signature** section.
- Customer does use Remote Deposit. Please complete the Remote Deposit Complete (RDC) Self-Assessment and Signature sections.

**Remote Deposit Complete (RDC) Self-Assessment**

1. Customer certifies they have NOT experienced any security breaches, fraud, or theft incidences Related to RDC and/or checks in the last year or since their last Self-Assessment.  Yes  No
2. Customer acknowledges they ONLY accept checks made payable to their business.  Yes  No
3. Customer acknowledges they ensure the check's written and numerical amounts match, the check is signed, properly dated, and there are no restrictions such as "Invalid after 180 day" prior to depositing.  Yes  No
4. Customer acknowledges each check is properly endorsed or confirms virtual endorsement is active.  Yes  No
5. Customer acknowledges they mark checks as processed to reduce the risk of item being processed more than once.  Yes  No
6. Customer acknowledges they verify totals, item counts, and that there are no duplicate items from previous deposits included prior to submitting a deposit.  Yes  No
7. Customer acknowledges each RDC user is assigned their own ID and password for accessing RDC hardware or software.  Yes  No
8. Customer acknowledges checks are stored in a secure locked area after they are deposited.  Yes  No
9. Customer acknowledges they securely destroy original checks after they have been deposited.  Yes  No
10. Customer acknowledges they encrypt or otherwise protect non-public personal data contained within image files and related data.  Yes  No

Please explain any "No" answers (i.e. reason and/or action to be taken to remedy):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Signature**

Company Name: CITY OF HAILEY

By \_\_\_\_\_ Date \_\_\_\_\_  
(Authorized Signature)

Printed Name \_\_\_\_\_ Title \_\_\_\_\_

This form can be returned via:

Fax: (208) 415-5416 Attn: TREASURY MANAGEMENT

Email: [ebanking@mountainwestbank.com](mailto:ebanking@mountainwestbank.com)

or Mail: Mountain West Bank  
Treasury Management  
P.O. Box 1059  
Coeur d Alane, ID 83816



## Secure Tokens

- Secure Tokens provide a one-time-use password entry into the online banking system. Because the code on the token is required each time the user accesses the online banking system and the code changes every minute, the user must have access to the code in order to access their accounts. Secure tokens are a very secure option that significantly reduces the risk of an unauthorized user accessing your account.

## Email Alerts

- Mountain West Bank's online banking system offers many email alert options. Cash Management customers may receive an email alert when an ACH Batch or Wire is initiated. We highly recommend having a minimum of 3 online banking users established to receive these alerts, and to notify the bank immediately if the ACH entry or Wire appears suspicious.

## Dual Control

- ACH and Wire initiation dual control can be established to require one person to input the ACH batch or wire and a second person required to initiate.
- ACH Users – Dual control is specific to each function. For example, a specific user can be set up to work with ACH batches. This is the person who can create and/or edit the batch. Another specific user is then set up to only be able to initiate already created batches. Users can be set up to create/edit and initiate batches, with limitations that the user cannot create/edit and initiate the same batch.
- Wire Users – Dual control functionality with wires has more options. This can be set at the Wire company level, allowing any wire user to create and any other wire user to initiate the wires. We also have the ability to further lock down this access at an individual wire user level, only allowing either the wire creation functionality or initiation functionality to that specific user.

## IP Restrict

- An IP address is a designated address given to an internet connection. Much like your home's street address an IP address designates your location on the internet. An example of an IP address would be 192.168.0.1. Mountain West Bank can restrict access to your online account session to a particular IP address. Full, partial or a range of IP addresses can be set up. If someone tries to login to the online banking system and they are connecting through an IP other than one we have enabled, access to the online system will be denied.

## Time Restrict

- Mountain West Bank can restrict access to the online banking system to particular days and times per Cash Management user. If a user attempts to log in and the day or time does not match what is enabled, they will be presented with a message that they cannot login.



# **Return to Agenda**

**AGENDA ITEMSUMMARY**

**DATE:** 11/13/23

**DEPARTMENT:** Public Works

**DEPT. HEAD SIGNATURE:** BY

**SUBJECT:** Motion to adopt Resolution 2023-\_\_\_\_, authorizing a Sales Agreement with GOVPlanet. for sale of surplus streets equipment through their platforms.

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

**BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:**

The City has previously declared surplus property of old or out of service streets equipment. Staff would like to enter into a Sales Agreement to allow for the sale of surplus streets equipment via website listing or live auction hosted by GovPlanet.

The agreement is attached.

**FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:**

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

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

**RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:**

Motion to adopt Resolution 2023-\_\_\_\_, authorizing a Sales Agreement with GOVPlanet. for sale of surplus streets equipment.

**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 MAYOR AND CITY COUNCIL FOR THE CITY OF HAILEY  
AUTHORIZING AN AGREEMENT WITH GOVPLANET., FOR SALE OF SURPLUS  
STREETS EQUIPMENT THROUGH THEIR PLATFORMS.**

WHEREAS, the City of Hailey desires to authorize an Agreement with GovPlanet, for sale of surplus streets equipment via GovPlanet.

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

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HAILEY, IDAHO,** that the City of Hailey authorizes the Agreement between the City of Hailey and GovPlanet., and that the Mayor is authorized to execute the attached Agreement.

Passed this 13<sup>th</sup> day of November, 2023.

City of Hailey

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

ATTEST:

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

<b>LEGAL NAME OF AGENCY:</b> City of Hailey	<b>DATE:</b>
<b>ADDRESS:</b> 115 MAIN STREET SOUTH, SUITE H, HAILEY, ID 8333	<b>REGIONAL MANAGER, GOVERNMENT:</b> Matt Keddington

This MULTI-CHANNEL SALES AGREEMENT (this "**Agreement**") is entered into as of the date first written above (the "**Effective Date**") by and between the entities set out in Schedule B (collectively, the "**Company**") and the customer identified above (the "**Agency**") for the sale of Equipment through the Marketplaces or a Live Auction Event.

1. AGENCY INFORMATION	
<b>Authorized Representative</b>	Martha Burke
<b>Title of Authorized Representative</b>	Mayor
<b>Email</b>	martha.burke@haileycityhall.org
<b>Telephone</b>	(208) 788-4221
2. COMMERCIAL TERMS	
<p>The Agency authorizes Company to offer and sell the equipment listed on one or more lists of equipment provided to Company in the form attached as <u>Schedule A</u> ("<b>Equipment</b>") for sale by Company through one or more of Company's online marketplace events hosted by <a href="http://www.govplanet.com">www.govplanet.com</a> (each a "<b>Marketplace</b>") and/or through an unreserved public auction occurring at an Company site or designated offsite location (the "<b>Live Auction Event</b>"), as indicated by the "Sale Type" selected by the Agency and noted on <u>Schedule A</u>. Company hereby extends the following sales options to Agency for its disposition needs and Agency shall indicate its selection of a transaction type by initialing next to the desired option(s).</p>	
Options	Terms and Fees
<b>Online Onsite</b> <i>(Sold online from Agency's location)</i>	Auction Revenue will be shared <u>85% / 15%</u> with <u>85%</u> going to the Agency and <u>15%</u> going to Company. *Auction Revenue* is defined as the gross selling price of a unit plus the buyer's transaction fee.
<b>Online Marketplace Events through SalvageSale</b>	<p><b>Commission.</b> For Equipment sold through the Marketplace, Company will be entitled to a commission based on the gross sale price and other fees as set forth below:</p> <p>(a) <del>45</del>12% for any lot in excess of \$3,000.00; and</p> <p>(b) <del>25</del>12% for any lot realizing \$3,000.00 or less, with a minimum fee of \$195.00 per lot.</p> <p><b>Listing Fees.</b> A Listing Fee is charged for each item of Equipment listed on the Marketplace(s). Listing Fees will be outlined in each <u>Schedule A</u> at the time of the Equipment Listing.</p> <p><b>Lien Search Fees.</b> A fee for independent lien searches will be assessed. Total Lien Search Fees: <del>\$70</del>/unit.</p> <p><b>Title Transfer Fees.</b> A fee will be assessed on each item of Equipment that possesses a DMV title or an MSO to transfer title to Buyer(s). Total Title Transfer Fees: <del>\$115</del>/unit.</p>
3. TERMS AND CONDITIONS	
<b>Terms &amp; Conditions</b>	All sales of Equipment will also be subject to the terms and conditions set out in <u>Schedule B</u> to this Agreement (the " <b>Terms and Conditions</b> ").
4. TITLED EQUIPMENT	
<p>The Agency hereby appoints Company as its attorney-in-fact with a limited power of attorney ("<b>LPOA</b>") to execute on the Agency's behalf, all documents necessary and required to transfer title to, and permit registration of ownership of, any portion of the Equipment to the buyer; provided, however, if original titles or a notarized LPOA are required by federal, state, provincial or local regulation to transfer title, the Agency will provide Company with either, as applicable, (i) signed original titles, or (ii) a notarized LPOA and unsigned original titles at least two weeks prior to the Live Auction Event for Equipment or the time of listing for the Marketplace(s). Failure to provide title(s) and/or an LPOA as required will prevent the Equipment being made available for sale until such documentation is provided.</p>	
5. LIENS/ENCUMBRANCES	
<b>ARE THERE ANY LIENS ON THE EQUIPMENT?</b>	<input type="checkbox"/> YES <u>OR</u> <input type="checkbox"/> NO
<b>AGENCY'S INTERNAL CONTACT REGARDING LIENS AND TITLES</b> (Name/Phone/Fax/Email):	
<p>1. If "Yes", please provide information for each of the lien holders as requested in the applicable Schedule.</p> <p>2. Unless otherwise disclosed in the applicable Schedule, the undersigned, on behalf of the Agency, represents and warrants that all Equipment is or will be free of all liens, charges, security interests, tax or duty obligations or other encumbrances (the "<b>Encumbrances</b>") prior to being placed for sale in a Live Auction Event or on the Marketplace(s).</p> <p>3. The Agency: (i) authorizes Company to conduct lien searches on the Equipment; (ii) authorizes Company to contact potential lien holders for the disclosure of Encumbrances and to obtain pay-off balances and releases; (iii) consents to the release to Company of any and all information</p>	



pertaining to any such lien, charge, encumbrance or security interest; and (iv) assigns proceeds from the sale of the Equipment as may be required to discharge and satisfy all charges, liens, claims and encumbrances in respect of the Equipment.

**6. MISCELLANEOUS**

<b>Trademarks</b>	In connection with the Agency's use of the Marketplace and/or Live Auction Event, Company may use the Agency's name, trademark, logos, service marks and other designations (" <b>Marks</b> ") to list the Agency as a reference customer and to advertise, promote and market the Equipment. The Agency hereby grants to Company and represents and warrants that the Agency has a right to grant, a non-exclusive, worldwide license to use, publicly display and perform, reproduce, and distribute the Marks, solely as permitted in this Agreement, including distributing e-mails to potential buyers that incorporate Marks.
<b>Entire Agreement; Priority</b>	This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and supersedes all previous communications, representations, understandings and agreements, either oral or written, between the parties. In the event of a conflict between the provisions of this Agreement and the Terms and Conditions, this Agreement will control.
<b>Equipment Details</b>	Set forth on <u>Schedule C</u> are supplemental Equipment details required for inspection and buyer pickup.
<b>Counterparts</b>	This Agreement may be executed in counterparts, each of which will be considered an original, but all of which together will constitute the same instrument. Execution and delivery of this Agreement may be evidenced by facsimile, PDF, electronic signature, or acknowledgement email and will hold the same force and effect as an original signature for purposes of binding the parties.
<b>Term</b>	The term (" <b>Term</b> ") of this Agreement will be a one (1) year period commencing on the Effective Date. The Agency may request the sale of further equipment during the Term by providing Company with written notification, including a description of the equipment, the proposed platform and auction date and location (if applicable). Company will indicate acceptance by providing the Agency with a schedule in the form of <u>Schedule A</u> for both parties to initial.
<b>Notice</b>	Any notice to Company must be in writing and must be sent via email and by registered mail or overnight courier to the applicable contracting entity at the address set out in <u>Schedule B</u> . Notice to the Agency must be in writing and shall be sent to the address provided by the Agency in this Agreement. Notice shall be deemed to have been given upon three (3) business days after posting by registered mail or one (1) day after delivery to an overnight courier. If the Agency changes its address, the Agency is responsible for providing an updated address to Company.
<b>Currency and Payment</b>	All prices noted in this Agreement are listed in the currency of the country in which the Equipment is located at the time such Equipment is offered for sale. The same currency is to be used for invoice and payment.
<b>Company Structure</b>	Ritchie Bros. Auctioneers Incorporated is the parent company of IronPlanet, Inc. and Ritchie Bros. Auctioneers (America), Inc., the entities performing the services outlined herein. IronPlanet, Inc. operates the online Marketplaces and Ritchie Bros. Auctioneers (America), Inc. operates the Live Auction Events. GovPlanet is a d/b/a of IronPlanet, Inc., dedicated to the management and support of government agencies by offering the combined services of the Company as outlined herein.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date, and each represents and warrants to the other that it has validly entered into this Agreement and has the legal power to do so.

**AGENCY:**

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

**Name:** \_\_\_\_\_

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

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

**IRONPLANET, INC.**

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

**Name:** \_\_\_\_\_

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

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

**RITCHIE BROS. AUCTIONEERS (AMERICA) INC.**

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

**Name:** \_\_\_\_\_

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

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

**SCHEDULE A TO AGREEMENT  
SAMPLE EQUIPMENT LISTING REQUEST FORM**

<b>AGENCY:</b>	<b>DATE OF SUBMISSION:</b>
<b>DATE OF MULTI-CHANNEL SALES AGREEMENT:</b>	

Pursuant to the terms and conditions of the Multi-Channel Sales Agreement referenced above by and between Company and Agency, Agency hereby authorizes Company to place the following Equipment for sale through the Marketplace or Live Auction Event, as applicable:

No.	Seller Ref #	Location	Year	Make	Model	Serial #	Hours / Miles	Sale Type	Insp. Reqs.	Liens (Y/N)	Titled Equip (Y/N)	Features/Equipment Detail; Attachment Detail	Listing Fee
1.													
2.													
3.													
4.													
5.													
6.													
7.													
8.													
9.													
10.													

Agency	Company
--------	---------

<b>LEGEND:</b>	
<b>Sale Type:</b> <b>WO</b> = Weekly On-Line; <b>BN</b> = Buy Now; <b>MO</b> = Make Offer;	<b>GPD</b> = GovPlanet Direct <b>R</b> = Reserve <b>LAE</b> = Live Auction Event  <b>Inspection Reqs:</b> <b>FI</b> = Full Inspection <b>B</b> = Photos and Basic Functionality <b>PO</b> = Photos Only (non-powered units)

**SCHEDULE B TO AGREEMENT  
TERMS AND CONDITIONS**

The following terms and conditions (the "Terms and Conditions") apply to the sales of Equipment by Company under the Agreement. The Terms and Conditions are separated into three sections: A) Terms and Conditions applicable to both Online Marketplaces and Live Auction Events, B) Terms and Conditions applicable to Online Marketplaces only, and C) Terms and Conditions applicable to Live Auction Events only.

**A) Terms and Conditions applicable to both Online Marketplaces and Live Auction Events**

1. **Contracting Parties.** The contracting parties for Company are defined based upon the sales channel of Equipment as set forth in the following table:

Company Contracting Entity	Notice Address
<u>Live Auction Event</u> Ritchie Bros. Auctioneers (America) Inc	4000 Pine Lake Road Lincoln, NE USA 68516 Attn: Legal Counsel
<u>Online Marketplaces</u> IronPlanet, Inc.	legal@ritchiebros.com

2. **Representations.** You represent and warrant that: (i) no Equipment shall be fraudulent, stolen or counterfeit; (ii) You are duly authorized to enter into the Agreement and sell such Equipment; (iii) You are solvent and have not made any assignment, proposal or other proceeding for the benefit of its creditors; and (vi) You own all right, title and interest in and to the Equipment and the Equipment is free and clear of all liens or other encumbrances, except as otherwise disclosed by you to Company in writing.
3. **Risk of Loss.** You agree to have the equipment available for transportation, complete with ignition key, to the Buyer no later than one (1) business day after the conclusion of the sale. Agency shall be responsible for loss or damage to the Equipment, other than loss or damage arising as a result of negligence of Company, its agents and employees, until the earlier of: (i) the removal of the Equipment from the posted Equipment location by Buyer or Buyer's designated transportation provider or (ii) receipt by Agency of all proceeds from the sale of Equipment. Thereafter, the Equipment shall be and remain at the risk of Buyer or Buyer's designated transportation provider (and not Company). Company has no obligation to maintain insurance coverage pertaining to the Equipment in the possession of Company for purposes hereunder.
4. **Limitation of Liability.** TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INDIRECT, PUNITIVE, COVER, INCIDENTAL OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY, INCLUDING LOSS OF REVENUE, PROFITS, OR BUSINESS, ANY LOSS OF GOODWILL OR REPUTATION, OR THE COSTS OF SUBSTITUTE GOODS OR SERVICES, EVEN IF SUCH PARTY OR AN AUTHORIZED REPRESENTATIVE THEREOF HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
5. **Indemnification.** Company shall indemnify and hold the Agency, its parents, subsidiaries and affiliates, and each of their directors, officers and employees, harmless from all losses, claims, damages, and expenses, including reasonable attorneys' fees (hereafter, "Liabilities"), arising out of or resulting from this Agreement to the extent caused in whole or in part by Company's gross negligence or intentional misconduct. To the extent allowed by law, Agency agrees to indemnify and hold Company, its parents, subsidiaries and affiliates, and each of their directors, officers and employees harmless from and against any and all losses, claims, damages and expenses arising out of or resulting from this Agreement and caused in whole or in part by the gross negligence or willful misconduct of the Agency.
6. **Termination.** Each party shall have the right, in its sole discretion, to terminate this Agreement with respect to new business upon thirty (30) days prior written notice to the other party; provided, however, that each party shall continue to perform their respective obligations in respect of equipment previously consigned pursuant to the Agreement and shall perform all work necessary for the orderly close-out of the services; after which time the Agreement will be terminated in its entirety. Company shall have the right, in its sole discretion, to terminate the Agreement or rescind the sale of Equipment to a Buyer in whole or in part in the event (a) there are liens, encumbrances or adverse claim on or to any Equipment in addition to those that are listed in the Agreement; (b) your net proceeds are insufficient to discharge creditor claims and pay Company's fees after title is cleared; (c) you are in breach of the Agreement; (d) you have provided inaccurate, fraudulent, outdated or incomplete information during the registration or Listing process or thereafter; (e) you have violated applicable laws, regulations or third party rights; (f) Company believes in good faith that such action is reasonably necessary to protect the safety or property of other customers, Company personnel or third parties; or (g) for fraud prevention, risk assessment, security or investigation purposes. All provisions in this Agreement regarding representations and warranties, indemnification, disclaimers, limitation of liability, and payment obligations for fees incurred prior to the termination date shall survive any termination of the Agreement.
7. **General Provisions.** The Agreement contains the entire agreement of the parties with respect to the sale of Equipment by Company and supersedes all previous communications, representations, understandings and agreements, either oral or written, between the parties. This Agreement supersedes and replaces the terms in any Agency purchase order or other ordering document. You and Company are independent contractors. If any provision of the Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision shall be enforced to the maximum extent permissible so as to effect the intent of this Agreement, and the remainder of the Agreement shall continue in full force and effect. The failure by either party to exercise or enforce any rights or provisions of the Agreement shall not constitute a waiver of such right or provision. Any delay in the performance of any duties or obligations of either party will not be considered a breach of the Agreement if such delay is caused by a labor dispute, market shortage of materials, fire, earthquake, flood or any other event beyond the control of such party, provided that such party uses reasonable efforts, under the circumstances, to resume performance as soon as reasonably practicable. In

the event of an assignment, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns. The Agreement shall be governed by the laws of the State of Washington. The United Nations Convention on Contracts for the International Sale of Goods and, if you are located in the United States, the Uniform Computer Information Transactions Act, do not apply. Any action against Company arising from or relating to this Agreement or any sale or consignment hereunder shall be commenced in a state or federal court in King County, Washington and you irrevocably consent to the exclusive jurisdiction of such courts. Information provided in this Agreement shall be retained by Company in accordance with its formal Privacy Statement, available at [www.rbauction.com](http://www.rbauction.com) or [www.ironplanet.com](http://www.ironplanet.com).

## B) Terms and Conditions applicable to Online Marketplaces only

1. **Services of Company.** Company offers you the use of the Marketplace, which functions as a platform on which you can list and advertise Equipment for sale to potential buyers ("**Buyers**"). Each party is acting on its own behalf, and Company is not a party to the subsequent binding obligation to sell/buy the Equipment that is entered into between you and the Buyer. Nor does Company represent either party in the conclusion of such binding obligation. In consideration of your use of the Marketplace for the listing and advertising of Equipment for sale, fees as listed in the Agreement are payable by you. There are five listing formats available on the Marketplace:

- **Online Auctions.** A service where you are able to list and advertise Equipment for sale to the highest bidder who meets or exceeds the opening bid.
- **Buy Now.** A service where you are able to list and advertise Equipment at a Buy Now Price.
- **Make Offer.** A service where you are able to list and advertise Equipment for sale to a bidder at the Asking Price or a Negotiated Price.
- **GovPlanet Direct.** A service where you are able to self-list, advertise and manage the sale of business and surplus assets.
- **Reserve.** A service where you are able to list and advertise Equipment for sale to the highest bidder in a reserved marketplace, where you set the Reserve Price.

The Marketplace shall be the exclusive listing site for the Equipment, and you shall not offer for sale or sell the Equipment in any other manner from the Effective Date until the earlier of (i) the date such Equipment is sold via the Marketplace or (ii) the date you withdraw the equipment from the Marketplace in the event Equipment has not been sold, but in such event no less than ninety (90) days. You hereby extend an irrevocable offer to sell the Equipment, as applicable, (a) to a Buyer who is the highest bidder and who meets or exceeds the opening bid, the Reserve Price, or Asking Price, as applicable, (b) to a Buyer who commits to purchase Equipment at the Buy Now Price; or (c) to a Buyer who commits to purchase Equipment at the Negotiated Price. After the winning bid for a piece of Equipment has been established by Company or the Buyer has (a) committed to purchase the Equipment at the Buy Now Price or the Asking Price or (b) met or exceeded the Reserve Price at the end of the Reserve Period, the bid or purchase commitment of Buyer will be automatically accepted by you and a binding obligation to purchase and sell between you and Buyer is automatically concluded ("**Binding Obligation**"). All applicable terms and conditions of this Agreement shall apply to the Binding Obligation. Further, for Make Offer listings, you may accept or counter an offer below the Asking Price. In the event that you accept an offer, or the Buyer accepts your Counter Offer (the "**Negotiated Price**"), the Binding Obligation is concluded, and all terms herein shall apply. Buyer and Agency will be notified of such Binding Obligation by an email or other notification that is generated automatically by the Marketplace. Subject to your receipt of payment for the Equipment, you, at your own expense, shall deliver a bill of sale and such other documentation as may be reasonably necessary to transfer title to the Equipment to Buyer. The timing of the sale of Equipment and opening bid shall be set by Company. Company shall use its best efforts to sell the Equipment on your behalf in a commercially reasonable manner. There is no guarantee as to the gross proceeds that may be realized from the sale of Equipment through the Marketplace. You may not manipulate the bidding in any way, including bidding on your own Equipment to artificially raise the final sales price.

2. **Inspections.** For all requested inspections, you agree to permit Company and/or its authorized representatives to test and inspect each piece of Equipment at a time and place specified in the Agreement or as otherwise mutually agreed. Company shall produce an inspection report ("**Inspection Report**") for each piece of Equipment. The Inspection Report is the sole and exclusive property of Company. Company inspections are solely for the purpose of reporting on the visible condition of the Equipment's major systems and attachments. Company inspections are NOT intended to detect latent or hidden defects or conditions that could only be found in connection with the physical dismantling of the Equipment or the use of diagnostic equipment or techniques. Your failure to properly maintain the Equipment from the date of inspection until its removal from your location by buyer will void the inspection. If you alter or perform repairs or other maintenance to the Equipment after the inspection, another inspection will be required, and you will be subject to a Re-inspection Fee. The Agency agrees that the Equipment will remain in the same or better condition as previously inspected by Company.

3. **Equipment Availability.** You agree to have the equipment available for transportation, complete with ignition key, to the Buyer no later than one (1) business day after the conclusion of the sale.

4. **Fees; Payment of Proceeds; Taxes.** All Fees and Payment Instructions are set forth in the Agreement. You shall be responsible for the payment of any tax or duty that is your responsibility as a seller of the Equipment. You acknowledge and undertake to make yourself aware of and comply with all laws that may be applicable to your access and use of the Marketplace, and your entering into a transaction on the Marketplace. Company disclaims any and all liability in respect of your use of the Marketplace and your sale of any Equipment resulting in any taxes (whether direct, indirect, local or federal), fines or penalties being levied on you. For the avoidance of doubt, it is your responsibility to satisfy yourself of any charges, taxes (whether direct, indirect, local or federal) or related obligations becoming applicable in respect of the transactions that you enter into on the Marketplace. You shall indemnify Company and its affiliates (and the officers, directors, agents and employees thereof) against any tax, cost or expense arising from your failure to satisfy any laws or regulations in relation to a transaction. Once a Binding Obligation is created between you and Buyer, Company will generate a third-party invoice that is issued to Buyer on your behalf. Buyer is responsible for paying you the purchase price for the Equipment upon creation of a Binding Obligation, and you hereby instruct Company to facilitate receipt of the purchase price. Further, you hereby grant Company the right, in its own name, to enforce your right to payment. You agree that



no monies shall be payable to you until paid by the Buyer. Once received by Company, any monies due to you, net of any commissions and fees due Company as detailed in this Agreement, shall be disbursed within fifteen (15) business days after creation of a Binding Obligation. You hereby consent to Company's right to offset any other commissions and fees specified in this Agreement or that result from additional services requested by you, with any remainder to be paid within fifteen (15) business days following receipt of an invoice. You acknowledge that Buyers may fail to perform or pay on a timely basis and that Company shall not have any liability to you for any act or omission of Buyers.

5. **Representations.** You represent and warrant that: (i) no Equipment shall be fraudulent, stolen or counterfeit; (ii) You are duly authorized to enter into the Agreement and sell such Equipment; (iii) You are solvent and have not made any assignment, proposal or other proceeding for the benefit of its creditors; and (vi) You own all right, title and interest in and to the Equipment and the Equipment is free and clear of all liens or other encumbrances, except as otherwise disclosed by you to Company in writing.
6. **Disclaimer.** TO THE FULLEST EXTENT PERMITTED BY LAW, THE MARKETPLACE PROVIDED BY OR THROUGH COMPANY IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
7. **Storage at Company Yard for a Marketplace transaction.** This Section 7 shall only apply to Equipment listed on a Marketplace and stored at an Company site (each, a "Facility"). The Agency and Company agree that the storage of Equipment does not represent a consignment agreement or other arrangement under which Ritchie Bros. Auctioneers (America), Inc. agrees to offer the Equipment for sale on behalf of the Agency. If Equipment is stored at the Facility while listed on a Marketplace, the Agency shall be deemed to be contracting with Ritchie Bros. Auctioneers (America), Inc for the storage component and with IronPlanet, Inc. for the Marketplace listing. Ritchie Bros. Auctioneers (America), Inc agrees to provide storage provided that the Equipment is free of all contents and substances other than normal operating fluids and lubricants; therefore, Ritchie Bros. Auctioneers (America), Inc reserves the right to refuse storage of any item of Equipment containing any hazardous substances or visibly leaking contaminants.
8. **GovPlanet Direct.** All Listings on GovPlanet Direct shall be subject to the additional terms set forth in this Section 8.
  - 8.1. **Listing Requirements.** Agency shall include all relevant information in the Listing necessary to sell and convey the items, including (a) an accurate description and photographs to depict the condition of the item, including any attachments or included parts; and (b) the location and availability of the item for pick-up. Each Listing will be assigned a unique item number. Agency shall not post multiple Listings for the same item.
  - 8.2. **Opening Bid and Scheduling.** For Listings on GovPlanet Direct, Agency will set (i) the opening bid for Listings; (ii) any applicable reserve amount, Make Offer, or Buy Now price; (iii) the bid increment; and (iv) the duration of the Listing.
  - 8.3. **Inspections.** Agency agrees to permit bidders to inspect items prior to or during bidding, when feasible, at a time and place specified by Agency in the Listing or as otherwise mutually agreed between Agency and bidder.
  - 8.4. **Payment of Proceeds.** After a Binding Obligation is concluded between Agency and Buyer, the GovPlanet Direct Marketplace will generate a third-party invoice that is issued to Buyer on Agency's behalf. Buyer is responsible for paying the purchase price for the items upon conclusion of a Binding Obligation, and Agency hereby authorizes GovPlanet to act as a payment processor and facilitate receipt of the purchase price. Further, Agency hereby grants GovPlanet the right, in its own name, to enforce Agency's right to payment. Agency agrees that no monies shall be payable to Agency until paid by the Buyer. Once received by GovPlanet, any monies due to Agency, net of any commissions and fees due GovPlanet as detailed in this Agreement, shall be disbursed within fifteen (15) business days after conclusion of the Binding Obligation. Agency hereby consents to GovPlanet's right to offset any other commissions and fees specified in this Agreement or that result from additional services requested by Agency, with any remainder to be paid within thirty (30) days following receipt of an invoice.

Agency may elect to act as the payment processor and facilitate receipt of the purchase price for Listings on GovPlanet Direct, to include all applicable commission and fees, pursuant to the Agreement. If the Agency elects to collect payments, GovPlanet will invoice Agency for its commission and fees no less than monthly. Agency shall remit payment to GovPlanet within thirty (30) days following receipt of an invoice. Agency acknowledges that Buyers may fail to perform or pay on a timely basis and that GovPlanet shall not have any liability to Agency for any act or omission of Buyers.

- 8.5. **Prohibited Items.** Agency is prohibited from selling the following items:

- Alcoholic beverages, cigars, cigarettes or tobacco products;
- Animals or livestock;
- Controlled substances or chemicals;
- Coupons;
- Credit, debit, or gift cards;
- Event tickets;
- Lottery tickets;
- Mailing lists and consumer information;
- Pornography or other obscene media;
- Prescription drugs;
- Products subject to recall;
- Real estate or property;
- Services;
- Stocks and other securities;
- Used or opened cosmetics; and

- Firearms and ammunition

## C) Terms and Conditions applicable to Live Auction Events only

### 1. Company Obligations and Responsibilities

- 1.1. **Sale Sites and Dates.** Company shall, as your agent, offer the Equipment for sale at unreserved auction at various locations and on various dates for the period commencing as of the date hereof and ending upon the termination of the Agreement. You shall provide to Company a completed Schedule A no later than fifteen (15) days prior to the scheduled auction date. If advertising of specific pieces is requested in the auction brochure, you must provide a completed Schedule A to Company at least thirty (30) days before the scheduled auction date.
- 1.2. **Payment.** Company shall make payment to you within twenty-one (21) days after the Live Auction Event, by check unless you specify otherwise in writing, the amount due and owing to you from monies collected from the sale of the Equipment after making all deductions permitted under this Agreement.
- 1.3. **Administrative Fee.** You acknowledge that Company may charge purchasers an administrative fee based on the selling price of each lot.
- 1.4. **Other.** Company shall
  - (a) allow you access to records concerning the sale of the Equipment at the Live Auction Event, excluding the names or contact information of the buyers thereof; and
  - (b) collect and remit state and local sales tax arising upon the sale of the Equipment at the Live Auction Event.
- 1.5. **Lots.** Company may divide the Equipment into such lots as it may in its absolute discretion deem desirable for a Live Auction Event. Company shall not be liable for any loss or damages claimed in respect of the manner in which the Equipment is divided into lots nor in respect of any failure by Company to divide the Equipment into lots.

### 2. AGENCY'S OBLIGATIONS AND RESPONSIBILITIES

- 2.1. **Title Documents.** Should Company be required to purchase titles on your behalf, RB shall be entitled to interest on amounts advanced at a rate of US Bank prime plus 2%.
- 2.2. **Delivery.** You shall deliver the Equipment, at your cost, to the auction site no later than fifteen (15) days prior to the scheduled Auction:
  - (a) in good operating condition, free of material defects except as disclosed to Company, with adequate fuel and batteries and starting at the key;
  - (b) free of hazardous materials other than normal operating fuels, oils and lubricants; and
  - (c) in compliance with all applicable environmental, health and safety rules and regulations;together with all documents evidencing your title and/or necessary to transfer title to the Equipment, properly endorsed.

The Agency may elect for Company to arrange for delivery of the Equipment to the Site by indicating the same in Schedule A. If delivery by Company is elected, the Agency will be charged a delivery fee equal to the actual cost of delivery plus 10%.
- 2.3. **Unreserved Auction Sale.** You acknowledge Auctions are unreserved and Company shall have no obligation or duty to withdraw the Equipment or any part thereof from the Live Auction Event or to cancel the Live Auction Event. The Equipment shall be sold to the highest bidder on the date of the Live Auction Event.
- 2.4. **No Buybacks.** You shall not bid or make an offer, directly or indirectly, nor allow any other person to bid or make an offer on your behalf, by agency or otherwise, on the Equipment or any part thereof in any Sales Event.

### 3. MUTUAL AGREEMENTS

- 3.1. **Prohibition of Pre-Sale.** Neither Company nor the you shall sell or offer for sale any part of the Equipment prior to the Live Auction Event without the written permission of the other Party.
- 3.2. **Default by Agency.**

If:

  - (a) you withdraw or fail to timely deliver the Equipment or any part thereof or any documents required hereunder, or if the Live Auction Event does not occur as a result of the actions or inaction of you, including without limitation the commencement of liquidation or bankruptcy proceedings of any sort by or against you; or
  - (b) you, directly or indirectly, bids or permits another to bid on your behalf or for your benefit, by agency or otherwise, on the Equipment or any part thereof at the Live Auction Event; or
  - (c) your representations and warranties set out in this Agreement are not true, complete and correct in all respects;then:
  - (d) commissions shall be payable to Company upon demand, based upon the fair market value of any withdrawn or undelivered parts of the Equipment as if they had been sold;
  - (e) any advances made by Company together with accrued interest shall become due and repayable immediately; and

- (f) you will upon demand, reimburse Company for all out-of-pocket expenses incurred in preparation for the Live Auction Event.

In the event you are in violation of subparagraph 3.2(b), in addition to any other rights or remedies Company may have under this Agreement, Company shall, at its sole discretion, have the right to sell or re-sell the Equipment by public or private sale and you shall pay to Company as liquidated damages in addition to all other amounts due hereunder, an amount equal to twenty-five percent (25%) of the proceeds realized from such sale or resale. If, pursuant to this section, the Equipment or any part thereof is not sold at the Live Auction Event, such equipment shall be deemed to have been withdrawn by you and the provisions of subparagraph 3.2(d), (e) and (f) shall apply.

- 3.3. Creation of Lien.** In addition to any other rights or remedies available to Company, this Agreement creates a lien and charge upon the Equipment and may be registered under any applicable personal property security legislation as may be in effect from time to time and entitles Company to seize and retain possession of the Equipment as security for, and to sell the Equipment to recover, all sums owing hereunder.
- 3.4. Use of Equipment.** You authorize Company to operate the Equipment for the purpose of demonstrating it at the Live Auction Event.
- 3.5. Collection of Proceeds.** Company shall collect the full proceeds from the sale of the Equipment and you assign to Company:
  - (a) the amount required to discharge and satisfy all Encumbrances in respect of the Equipment; and
  - (b) all amounts payable to Company hereunder, including commission and any advances, together with interest thereon which shall be repayable at the time of the sale.
- 3.6. Company's Right of Set-Off.** Company may, in its discretion, apply any proceeds from the sale of the Equipment towards any outstanding amounts otherwise due and owing to Company in connection with any purchases, deficiencies or services rendered by Company.
- 3.7. Uncollected Proceeds.** Company may, as it deems necessary in its sole discretion, re-auction any part of the Equipment not sold or paid for at the Live Auction Event, and you acknowledge that no monies shall be payable by Company for any part of the Equipment until it has been paid for in full by the purchaser thereof.
- 3.8. Other Consignments.** Equipment belonging to other owners may be sold at the Live Auction Event.
- 3.9. Internet Bidding and Timed Auction Lot System.** Company may in its sole discretion offer certain lots for sale, in conjunction with its unreserved auction, to registered bidders using its proprietary online bidding service or using its silent "timed auction lot" system. Company shall use its best effort to ensure that such technologies and systems are available at all auctions for which they have been advertised, however at any given sale:
  - (a) only those lots which Company deems appropriate shall be offered using such technologies and systems, and
  - (b) certain circumstances concerning the Internet and the technology in use are beyond Company's control, and such systems may not be available at any given time or auction.

You agree that Company shall be held harmless from any and all claims, demands, suits, actions, causes of action, damages, costs or charges arising from (1) the failure of the internet, servers or other computer or communications components and systems, regardless of whether such failure is caused by the negligence of Company, (2) Company's decision whether or not to use such technologies or systems, or (3) its failure to offer such systems at any time.

**SCHEDULE C TO LISTING AGREEMENT  
SUPPLEMENTAL EQUIPMENT DETAILS**

<b>EQUIPMENT INSPECTION AND TRANSPORTATION INFORMATION</b>			
	<b>Contact for Inspection</b>	<b>Alternate Contact for Inspection</b>	<b>Contact for Transportation</b>
<b>Name</b>			
<b>Office Phone</b>			
<b>Mobile Phone</b>			
<b>Fax</b>			
<b>Email</b>			
<b>Date for Inspection</b>			
<b>Special Instructions</b>			
<b>EQUIPMENT LOCATION AND BUYER PICKUP</b> (For additional locations, provide detail on <u>Schedule A</u> for each piece of equipment.)			
<b>LOCATION 1</b>			
<b>Business Name of Equipment Location</b>		<b>Pickup Hours</b>	
<b>Address</b>		<b>Ramps at Location? (Y/N)</b> <b>Max Wgt Capacity</b>	
<b>Loading Dock at Location?(Y/N); Max Wgt Capacity</b>		<b>Will Seller Load? (Y/N)</b>	
<b>Fork Lift Available for Use at Location? (Y/N) Max Wgt Capacity</b>		<b>Special Instructions/ Limitations; Other Loading Facilities</b>	
<b>LOCATION 2</b>			
<b>Business Name of Equipment Location</b>		<b>Pickup Hours</b>	
<b>Address</b>		<b>Ramps at Location? (Y/N)</b> <b>Max Wgt Capacity</b>	
<b>Loading Dock at Location?(Y/N); Max Wgt Capacity</b>		<b>Will Seller Load? (Y/N)</b>	
<b>Fork Lift Available for Use at Location? (Y/N) Max Wgt Capacity</b>		<b>Special Instructions/ Limitations; Other Loading Facilities</b>	
<b>LOCATION 3</b>			
<b>Business Name of Equipment Location</b>		<b>Pickup Hours</b>	
<b>Address</b>		<b>Ramps at Location? (Y/N)</b> <b>Max Wgt Capacity</b>	
<b>Loading Dock at Location?(Y/N); Max Wgt Capacity</b>		<b>Will Seller Load? (Y/N)</b>	
<b>Fork Lift Available for Use at Location? (Y/N) Max Wgt Capacity</b>		<b>Special Instructions/ Limitations; Other Loading Facilities</b>	

# **Return to Agenda**



**AGENDA ITEM SUMMARY**

**DATE:** 11/13/2023 **DEPARTMENT:** Clerk's Office **DEPT. HEAD SIGNATURE** M. Cone

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**SUBJECT**

Approval of Minutes from the meeting of the Hailey City Council on October 23, 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 OCTOBER 23, 2023  
IN THE HAILEY TOWN CENTER MEETING ROOM**

The Meeting of the Hailey City Council was called to order at 5:31 P.M. by Mayor Martha Burke. Present were Council members, Juan Martinez, Heidi Husbands, and Sam Linnet. Staff present included City Attorney Christopher P. Simms, City Administrator Lisa Horowitz, and City Clerk Mary Cone.

Kaz Thea not in attendance.

**CALL TO ORDER:**

5:31 pm call to order by Mayor Burke.

**CONSENT AGENDA:**

<a href="#"><u>CA 317</u></a>	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
<a href="#"><u>CA 318</u></a>	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
<a href="#"><u>CA 319</u></a>	Motion to approve Resolution 2023-126, authorizing an annual lease renewal for the Visitor Center to the Wood River Chamber ACTION ITEM.....	21
<a href="#"><u>CA 320</u></a>	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
<a href="#"><u>CA 321</u></a>	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
<a href="#"><u>CA 322</u></a>	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
<del><a href="#"><u>CA 323</u></a></del>	<del>Motion to reject bid for the Quigley Road Bike Path project and re-advertise at a later date. ACTION ITEM....</del>	<del>96</del>
<a href="#"><u>CA 324</u></a>	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
<a href="#"><u>CA 325</u></a>	Motion to approve Resolution 2023-131, declaring surplus property and authorizing proper disposal or sale of said property ACTION ITEM.....	106
<a href="#"><u>CA 326</u></a>	Motion to approve minutes of October 10, 2023 and to suspend reading of them ACTION ITEM.....	109
<a href="#"><u>CA 327</u></a>	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
<a href="#"><u>CA 328</u></a>	Motion to approve unaudited Treasurer’s report for the month of September 2023 ACTION ITEM.....	147

Husbands pulls CA 323, for discussion.

**5:33 Linnet moves to approve Consent Agenda items minus CA 323, Husbands seconds. Motion passed with roll call vote; Husbands, yes. Linnet, yes. Martinez, yes.**

HAILEY CITY COUNCIL MINUTES  
October 23, 2023

CA 323 – Yeager, bid came in exceeding expectations, will bid this spring.

5:34 **Husbands, Linnet seconds.**

**Husbands moved to approve all consent agenda items minus CA 323, seconded by Linnet, motion passed with roll call vote; Husbands, yes. Linnet, yes Martinez, yes Thea, yes.**

**MAYOR’S REMARKS:**

5:34, celebrate and congratulate soccer state champions, beat Middleton. Support live theater, Chicago was great.

**APPOINTMENTS AND AWARDS:**

*AA 329 Consideration of Resolution 2023-\_\_\_, the reappointment of Library Board Member T. Green  
ACTION ITEM*

5:35 – Martinez this is a great member to this board.

**5:36 pm Linnet moves to approve Resolution 2023-132 reappointing Tommy Green to another term, Husbands seconds. Motion passed with roll call vote; Linnet, yes. Husbands, yes. Martinez, yes.**

**PUBLIC HEARINGS:**

*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*

5:37 – Horowitz introduces Eric Heringer, and Chelsea Porter. Porter speaks, with Hawley Troxell, these bonds will be issue pursuant to the approved ordinance. Ordinance is in tonight’s packet. Limited to \$6 million dollar bond as voters approved. Bond will be sold to the public, Heringer will talk about this later. Section 206 page 5 of the Ordinance, explains what she just explained, that Piper Sandler is the underwriter for the bond.

5:41 – the exhibits are forms, and cannot be finalized until sale. Bond purchase agreement, same, can’t be finalized until day of sale, pricing, then rates are locked in.

5:43 – continuing disclosure agreement, every issuer, in public market is required to enter into this agreement, regular reports as defined in the document. EMMA website, can type in City of Hailey, can find this information, the city’s financial situation. You send to the bank and they will upload the information for you; allows for more flexibility, terms of the sale are appropriate, Heringer’s advice here. Porter can have costs for bonds set up as premiums and then get the full \$6 million bond deposited into your bank. You can pay off bonds early.

5:48, page 13, establish funds, debt service account, separate bond account, with US Bank.

HAILEY CITY COUNCIL MINUTES  
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[5:49:41 PM](#) Porter further explains the details of the bond and duties of the City. Article 4, city will use revenue to pay off bond.

[5:51:54 PM](#) Porter asked for council to consider waiving 2 readings in tonight's meeting, based on the bond schedule.

[5:52:32 PM](#) Linnet, overwhelming voter support, don't have any issues in waiving these readings.

Public Hearing:

[5:53:19 PM](#) no comments

[5:53:36 PM](#) **Linnet moves to approve Ordinance No. 1335, waive 2 readings read by title only, seconded by Husbands. Motion passed with roll call vote; Linnet, yes. Husbands, yes. Martinez, yes.**

[5:54:20 PM](#) **Mayor Burke conducts the 1<sup>st</sup> and only reading of Ordinance No. 1335 by title only.**

*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*

Clear Creek Disposal rates [5:56:07 PM](#) Horowitz introduces this item. Clear Creek is proposing a 2.85% rate increase.

[5:57:27 PM](#) Mike Goitiandia, we have a transfer station increase effective October 1<sup>st</sup> and have labor and fuel increases trying to offset these... Average labor is \$28/hour in the valley.

Linnet asks to confirm prices, as displayed in packet.

Public comments: [6:00:44 PM](#) there are none.

[6:01:15 PM](#) Linnet costs go up, this is modest increase, no one likes increased prices but I like garbage to be picked up. Husbands concurs with Linnet.

[6:02:14 PM](#) **Linnet moves to approve Resolution 2023-133 authorizing rate increases for Clear Creek Disposal, seconded by Husbands. Motion passed with roll call vote; Linnet, yes. Husbands, yes. Martinez, yes.**

*PH 332 Consideration of Resolution 2023-\_\_\_\_, amending Section 5.c of Resolution 2022-103, Clear Creek Franchise Agreement regarding Hold Back provision. ACTION ITEM*

[6:02:56 PM](#) Hold back provisio, Horowitz discussing a recent change since packet production, meant to clarify, set for 10 years unless we need to make a change. Instead of 1 year. Don't need to meet a set number of times per year.

[6:05:22 PM](#) Ken Pierson, hold back provisio can be increased to \$162,500.

Simms clarifies, amendment to the Resolution establishing the fees, this is a change to the agreement regarding the hold back provisio and timeframe.

Public comments: [6:06:42 PM](#) no comments

[6:07:19 PM](#) Linnet moves to approve Resolution 2023-134, amending agreement 5ci and 5f, \$158,000 to \$162,500, seconded by Martinez. Motion passed with roll call vote; Linnet, yes. Husbands, yes. Martinez, yes.

[6:08:26 PM](#) Linnet moves to approve staff to release \$126,813, hold back trust account, and after rates change adding a total amount released of \$155,075 Martinez seconds. Motion passed with roll call vote; Martinez, yes. Linnet, yes. Husbands, yes.

*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 13<sup>th</sup>, August 28<sup>th</sup>, and September 25<sup>th</sup>, 2023. **ACTION ITEM***

Title 18, Quigley [6:09:45 PM](#) Yeager opens this item, applied for and received a grant to help with this project. Main topic of tonight's discussion, attached or un attached bike path from the road. Yeager shows a typical section of the detached pathway. And also shows a photo with traffic cones, barriers and vehicles in the road to discuss the demarcation of the proposed pathways, option 1 detached pathway. Option 2, attached pathway. 4 foot painted or striped buffer. [6:17:50 PM](#) Yeager recounts a conversation with Street Manager, which pathway would you prefer. As a user, would prefer a detached pathway, commented Schwarz to Yeager during this conversation. Recommend option 1, detached pathway to council tonight. Yeager wants to put this project out for bid by mid-January with council's input.

[6:23:19 PM](#) discussion about snow storage width.

[6:24:58 PM](#) Husbands asks questions on the "staged photos." Yeager explains details about how this path would be placed.

Public Comments:

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[6:27:25 PM](#) Craig Wolfrom, Hailey resident speaks, narrower streets make cars go slower, stripes are necessary.

[6:28:32 PM](#) Jim Phillips, 20 Quigley Rd., in the last meeting, council seemed to like the separated path, is this a long-term commitment to keep the path open all year? Phillips was glad he was able to attend the Myrtle street neighborhood meetings, helped him understand councils concerns. By removing 4 ft. of asphalt, can move the path 4 feet south, some of his neighbors, have berms to make that better, would flow better and would be further from the boundary fences of his and his neighbors. [6:31:58 PM](#) Phillips thanks council for taking time, taking public comment urges council to move pathway 4 foot south.

[6:32:27 PM](#) Yeager, can try to bend pathway around some of the trees as council wishes.

[6:33:08 PM](#) Libby Massey, agrees with Phillips, likes cutting off 4 feet of the road and would solve a lot of problems if moved the path, less conflict with berms and trees. How wide is E. Bullion rd. Yeager, Quigley is 28 feet, Bullion is about 24.5 feet.

[6:38:26 PM](#) Martinez, one letter comments handed out, Deerwood Dr. crosswalk suggestion, maybe on Buckhorn Dr. as well. Yeager responds to Martinez. Preference to have a crosswalk in those spots, would be no, traffic may not warrant it. Martinez, sees problem when snow covers path. Yeager responds.

[6:42:09 PM](#) Husbands, leaning towards an attached path, biggest concern is snow removal. Feel we need to make a compromise with homeowners on Quigley and not remove trees, straight path is better than a meandering path.

[6:43:41 PM](#) Linnet, if 15-foot, limits snow storage, right? Yeager, this would remove those 2 feet from usable area. Linnet suggests moving the path south, how to prioritize plowing pathways in the winter. Make sure we have enough snow storage.

[6:47:36 PM](#) Horowitz reminds council, there are other areas around the city where we don't allow residents to use the city right-of-way. Linnet would like a more straight path and move up to 2 feet south.

[6:49:53 PM](#) Linnet likes option 1, separated path move 4 ft from property line instead of 3 to create a straighter path. 4 foot of asphalt removed from road.

[6:51:22 PM](#) Martinez likes where this is going. In agreement with council comments in tonight's meeting.

[6:52:37 PM](#) Burke, we want to make sure we have enough snow storage for future needs.

[6:56:56 PM](#) Yeager, option 1 detached path, generally 4 feet, mild meandering, remove 4 ft asphalt, striping 11 ft on road.

[6:57:27 PM](#) Linnet moves to approve path based on Yeager’s explanation, Martinez seconds. Motion passed with roll call vote; Linnet, yes. Husbands, yes. Martinez, yes.

**OLD BUSINESS:**

*OB 334 3rd Reading of Ordinance No. 1333 – Annexation of 55-foot section of Quigley Road ACTION ITEM*

[6:59:07 PM](#) Martinez moves to approve Ordinance No. 1333, annexation of Quigley Road 55 foot section, read by title only, seconded by Husbands. Motion passed with roll call vote; Linnet, yes. Husbands, yes. Martinez, yes.

[7:00:04 PM](#) Mayor Burke conducts 3<sup>rd</sup> Reading of Ordinance No. 1333, by title only.

**STAFF REPORTS:**

[7:01:06 PM](#) England HPD employees and spouses went to an event over the weekend, healthy home life.

[7:01:56 PM](#) Horowitz, ribbon cutting on Wednesday. Next Wednesday Halloween Hoopla.

[7:02:22 PM](#) Davis, 4 pm ribbon cutting at Hailey Coffee Company. New planner, Ashley Dyer will start next week.

[7:02:50 PM](#) Martinez, The Hailey Library held a successful Book sale last week.

[7:03:13 PM](#) Linnet moves to adjourn, Martinez seconds, motion passed unanimously.

# **Return to Agenda**

**AGENDA ITEM SUMMARY**

**DATE 11/13/2023      DEPARTMENT:** Finance & Records      **DEPT. HEAD SIGNATURE:** MHC

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**SUBJECT**

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

**AUTHORITY:**    ID Code 50-1017       IAR \_\_\_\_\_       City Ordinance/Code \_\_\_\_\_

**BACKGROUND:**

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

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

**FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:**

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

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

**ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS:**

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

**RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:**

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

**FOLLOW UP NOTES:**

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## Report Criteria:

Includes all check types

Includes unprinted checks

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Payee ID	Amount
10/19/2023	CDPT	10/24/2023	56143	AFLAC	1	-222.76
10/19/2023	CDPT	10/24/2023	56145	DELTA DENTAL PLAN OF I	2	-3,590.58
10/19/2023	CDPT	10/24/2023	56148	REGENCE BLUE SHIELD	3	-46,536.71
10/19/2023	CDPT	10/24/2023	56147	NCPERS GROUP LIFE INS	6	-120.00
10/19/2023	CDPT	10/24/2023	102700	PERSI	7	-35,967.44
10/19/2023	CDPT	10/24/2023	102698	MOUNTAIN WEST BANK	8	-37,007.61
10/19/2023	CDPT	10/24/2023	56146	IDAHO STATE TAX COMMI	9	-4,576.00
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10/19/2023	CDPT	10/24/2023	56149	VSP	26	-665.55
10/19/2023	CDPT	10/24/2023	102699	Nationwide 457/Roth	34	-2,415.72
10/19/2023	CDPT	10/24/2023	56144	CHILD SUPPORT RECEIP	36	-493.94
10/19/2023	PC	10/26/2023	102623	ARELLANO, NANCY	8005	-1,425.69
10/19/2023	PC	10/26/2023	102624	CARRILLO-SALAS, DALIA	8209	-1,528.87
10/19/2023	PC	10/26/2023	102625	CONE, MARY M HILL	8009	-1,641.70
10/19/2023	PC	10/26/2023	102626	HOROWITZ, LISA	8049	-2,729.61
10/19/2023	PC	10/26/2023	102627	POMERLEAU, JENNIFER	8207	-1,417.18
10/19/2023	PC	10/26/2023	102628	STOKES, BECKY	8013	-2,382.46
10/19/2023	PC	10/26/2023	102629	DAVIS, ROBYN K	8060	-1,788.57
10/19/2023	PC	10/26/2023	102630	JOHNSON, MICHELE	8110	-646.31
10/19/2023	PC	10/26/2023	102631	PARKER, JESSICA L	8111	-1,815.97
10/19/2023	PC	10/26/2023	102632	RODRIGUE, EMILY THERE	8115	-1,722.43
10/19/2023	PC	10/26/2023	102633	TRAN, TUYEN	8205	-1,290.04
10/19/2023	PC	10/26/2023	102634	BALEDGE, MICHAEL S	9054	-2,427.37
10/19/2023	PC	10/26/2023	102635	BOATMAN, MICHAEL L	9006	-180.08
10/19/2023	PC	10/26/2023	102636	CHASE, AMANDA LUISE	9036	-830.49
10/19/2023	PC	10/26/2023	102637	EMERICK, DANIELLE A	9206	-1,360.18
10/19/2023	PC	10/26/2023	102638	ERVIN, CHRISTIAN C	8185	-1,889.69
10/19/2023	PC	10/26/2023	102639	HAIRSTON, KEITH GUY	9025	-939.75
10/19/2023	PC	10/26/2023	102640	HERNANDEZ, ADAN	9027	-380.47
10/19/2023	PC	10/26/2023	102641	HOOVER, JAMES THOMA	9047	-1,794.82
10/19/2023	PC	10/26/2023	102642	PRICHARD, JERAMIE R	1009102	-323.22
10/19/2023	PC	10/26/2023	102643	WALSH, CHRISTOPHER D	9205	-143.14
10/19/2023	PC	10/26/2023	102644	YEAGER, KAITLYN R	9117	-96.15
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10/19/2023	PC	10/26/2023	102648	DREWIEN, LYNETTE M	1008271	-599.35
10/19/2023	PC	10/26/2023	102649	FLETCHER, KRISTIN M	8122	-1,308.70
10/19/2023	PC	10/26/2023	102650	FORBIS, MICHAL J	8114	-1,365.30
10/19/2023	PC	10/26/2023	102651	GALVIN, EMILIE AURORA	8294	-103.44
10/19/2023	PC	10/26/2023	102652	MOSQUEDA - CAMACHO,	8295	-100.43
10/19/2023	PC	10/26/2023	102653	PRIMROSE, LAURA A	8102	-1,077.85
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10/19/2023	PC	10/26/2023	102656	YTURRI, ERIN	8123	-541.57
10/19/2023	PC	10/26/2023	102657	CRICK, EVERETT LEE	8552	-1,395.52
10/19/2023	PC	10/26/2023	102658	THORNQUEST, SHELLIE	8550	-492.16
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10/19/2023	PC	10/26/2023	102660	CERVANTES, GUSTAVO A	8215	-1,932.35
10/19/2023	PC	10/26/2023	102661	COX, CHARLES F	8161	-2,725.23
10/19/2023	PC	10/26/2023	102662	ENGLAND, STEVE J	8143	-2,918.92
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10/19/2023	PC	10/26/2023	102665	LINDERMAN, JEREMIAH C	8163	-1,821.44



Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Payee ID	Amount
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10/19/2023	PC	10/26/2023	102668	OWENS, ERIC ODELL	8119	-1,765.59
10/19/2023	PC	10/26/2023	102669	PECK, TODD D	8167	-3,079.71
10/19/2023	PC	10/26/2023	102670	RAGUSA, TIMOTHY BRUC	1008190	-1,941.36
10/19/2023	PC	10/26/2023	102671	WALLACE, SHAWNA R	8108	-2,105.07
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10/19/2023	PC	10/26/2023	102674	MARES, MARIA C	8251	-1,296.13
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10/19/2023	PC	10/26/2023	102680	PARKS, ALEXANDER MIC	8180	-1,274.52
10/19/2023	PC	10/26/2023	102681	SAVAGE, JAMES L	8204	-1,953.77
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10/19/2023	PC	10/26/2023	102683	WEST III, KINGSTON R	8234	-2,218.42
10/19/2023	PC	10/26/2023	102684	AMBRIZ, JOSE L	7023	-2,190.25
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10/19/2023	PC	10/26/2023	102686	RACE, MICHAEL DENNIS	8070	-888.66
10/19/2023	PC	10/26/2023	102687	SCHMIDT, ROBERT FRED	8071	-1,488.89
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10/19/2023	PC	10/26/2023	102689	VAUGHN, TYREL KINCADE	7050	-1,431.14
10/19/2023	PC	10/26/2023	102690	WARD, NATHAN DANIEL	8287	-1,377.17
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10/19/2023	PC	10/26/2023	102693	GARRISON, SHANE	1008048	-1,591.44
10/19/2023	PC	10/26/2023	102694	HOLTZEN, KURTIS L	8072	-2,046.91
10/19/2023	PC	10/26/2023	102695	PETERSON, TRAVIS T	8121	-1,301.25
10/19/2023	PC	10/26/2023	102696	VINCENT, BRIAN A	1008071	-1,738.60
Grand Totals:						<u>-245,437.60</u>
			<u>85</u>			

Includes all check types  
Includes unprinted checks

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## Report Criteria:

Includes all check types

Includes unprinted checks

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Payee ID	Amount
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11/02/2023	CDPT		0	REGENCE BLUE SHIELD	3	-4,462.11
11/02/2023	CDPT		0	NCPERS GROUP LIFE INS	6	-136.00
11/02/2023	CDPT	11/06/2023	12006	PERSI	7	-39,288.75
11/02/2023	CDPT	11/06/2023	12004	MOUNTAIN WEST BANK	8	-40,005.47
11/02/2023	CDPT		0	IDAHO STATE TAX COMMI	9	-4,985.00
11/02/2023	CDPT	11/06/2023	12003	A.W. REHN & ASSOCIATE	21	-1,219.83
11/02/2023	CDPT		0	VSP	26	-143.76
11/02/2023	CDPT	11/06/2023	12005	Nationwide 457/Roth	34	-2,457.32
11/02/2023	CDPT		0	CHILD SUPPORT RECEIP	36	-493.94
11/02/2023	PC	11/09/2023	11923	ARELLANO, NANCY	8005	-1,466.20
11/02/2023	PC	11/09/2023	11924	CARRILLO-SALAS, DALIA	8209	-1,528.87
11/02/2023	PC	11/09/2023	11925	CONE, MARY M HILL	8009	-1,959.90
11/02/2023	PC	11/09/2023	11926	HOROWITZ, LISA	8049	-2,729.61
11/02/2023	PC	11/09/2023	11927	POMERLEAU, JENNIFER	8207	-1,417.18
11/02/2023	PC	11/09/2023	11928	STOKES, BECKY	8013	-2,382.46
11/02/2023	PC	11/09/2023	11929	DAVIS, ROBYN K	8060	-2,046.72
11/02/2023	PC	11/09/2023	11930	DYER, ASHLEY MAUREEN	8401	-203.34
11/02/2023	PC	11/09/2023	11931	JOHNSON, MICHELE	8110	-646.31
11/02/2023	PC	11/09/2023	11932	PARKER, JESSICA L	8111	-1,815.98
11/02/2023	PC	11/09/2023	11933	RODRIGUE, EMILY THERE	8115	-1,722.43
11/02/2023	PC	11/09/2023	11934	TRAN, TUYEN	8205	-1,290.04
11/02/2023	PC	11/09/2023	11935	BALEDGE, MICHAEL S	9054	-2,427.37
11/02/2023	PC	11/09/2023	11936	CHASE, AMANDA LUISE	9036	-1,530.13
11/02/2023	PC	11/09/2023	11937	EMERICK, DANIELLE A	9206	-1,178.70
11/02/2023	PC	11/09/2023	11938	ERVIN, CHRISTIAN C	8185	-1,932.30
11/02/2023	PC	11/09/2023	11939	HAIRSTON, KEITH GUY	9025	-447.43
11/02/2023	PC	11/09/2023	11940	HOOVER, JAMES THOMA	9047	-1,794.82
11/02/2023	PC	11/09/2023	11941	MAYNE, EARL JAMES	9124	-477.54
11/02/2023	PC	11/09/2023	11942	PALLAS, MARTIN L	9111	-356.83
11/02/2023	PC	11/09/2023	11943	VINCENT, BRIAN A	9113	-406.34
11/02/2023	PC	11/09/2023	11944	BURKE, MARTHA E	8074	-1,916.63
11/02/2023	PC	11/09/2023	11945	HUSBANDS, HEIDI	8302	-247.30
11/02/2023	PC	11/09/2023	11946	LINNET, SAMUEL L	8300	-810.66
11/02/2023	PC	11/09/2023	11947	MARTINEZ, JUAN F	8301	-806.86
11/02/2023	PC	11/09/2023	11948	THEA, KAREN J	8106	-756.40
11/02/2023	PC	11/09/2023	11949	CROTTY, JOSHUA M	8283	-1,424.97
11/02/2023	PC	11/09/2023	11950	DABNEY, LEE A DONAHUE	1008078	-1,091.17
11/02/2023	PC	11/09/2023	11951	DeKLOTZ, ELISE	8200	-769.58
11/02/2023	PC	11/09/2023	11952	DREWIEN, LYNETTE M	1008271	-706.18
11/02/2023	PC	11/09/2023	11953	FLETCHER, KRISTIN M	8122	-1,346.95
11/02/2023	PC	11/09/2023	11954	FORBIS, MICHAL J	8114	-1,365.30
11/02/2023	PC	11/09/2023	11955	GALVIN, EMILIE AURORA	8294	-103.44
11/02/2023	PC	11/09/2023	11956	MOSQUEDA - CAMACHO,	8295	-124.67
11/02/2023	PC	11/09/2023	11957	PRIMROSE, LAURA A	8102	-996.93
11/02/2023	PC	11/09/2023	11958	RODGERS, AMBER TELLE	8297	-245.65
11/02/2023	PC	11/09/2023	11959	STROPE, DENON MICHAEL	8101	-1,085.86
11/02/2023	PC	11/09/2023	11960	VAGIAS, BROOKE ELIZAB	8296	-66.50
11/02/2023	PC	11/09/2023	11961	YTURRI, ERIN	8123	-571.35
11/02/2023	PC	11/09/2023	11962	CRICK, EVERETT LEE	8552	-1,395.52
11/02/2023	PC	11/09/2023	11963	THORNQUEST, SHELLIE	8550	-196.77
11/02/2023	PC	11/09/2023	11964	BALLIS, MORGAN RICHA	8213	-1,991.20
11/02/2023	PC	11/09/2023	11965	CERVANTES, GUSTAVO A	8215	-1,932.36



Includes all check types  
Includes unprinted checks

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Unpaid Invoice Report - MARY'S APPROVAL  
Posting period: 11/23

City of Hailey

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period	Separate Check
<b>4683 8X8 INC</b>											
411813	1	# 4118131 Phone service fees for November 2023, u	Invoice	11/01/2023	11/13/2023	80.97	80.97	100-15-41713		1123	1
411813	2	# 4118131 Phone service fees for November 2023, u	Invoice	11/01/2023	11/13/2023	80.97	80.97	200-15-41713		1123	1
411813	3	# 4118131 Phone service fees for November 2023, u	Invoice	11/01/2023	11/13/2023	80.96	80.96	210-15-41713		1123	1
411813	4	# 4118131 Phone service fees for November 2023, u	Invoice	11/01/2023	11/13/2023	121.45	121.45	100-20-41713		1123	1
411813	5	# 4118131 Phone service fees for November 2023, u	Invoice	11/01/2023	11/13/2023	20.25	20.25	100-42-41713		1123	1
411813	6	# 4118131 Phone service fees for November 2023, u	Invoice	11/01/2023	11/13/2023	20.25	20.25	200-42-41713		1123	1
411813	7	# 4118131 Phone service fees for November 2023, u	Invoice	11/01/2023	11/13/2023	20.24	20.24	210-42-41713		1123	1
411813	8	# 4118131 Phone service fees for November 2023, u	Invoice	11/01/2023	11/13/2023	242.90	242.90	210-70-41713		1123	1
411813	9	# 4118131 Phone service fees for November 2023, u	Invoice	11/01/2023	11/13/2023	121.45	121.45	200-60-41713		1123	1
411813	10	# 4118131 Phone service fees for November 2023, u	Invoice	11/01/2023	11/13/2023	121.45	121.45	100-55-41713		1123	1
411813	11	# 4118131 Phone service fees for November 2023, u	Invoice	11/01/2023	11/13/2023	364.35	364.35	100-45-41713		1123	1
411813	12	# 4118131 Phone service fees for November 2023, u	Invoice	11/01/2023	11/13/2023	30.36	30.36	100-50-41713		1123	1
411813	13	# 4118131 Phone service fees for November 2023, u	Invoice	11/01/2023	11/13/2023	273.27	273.27	100-25-41713		1123	1
411813	14	# 4118131 Phone service fees for November 2023, u	Invoice	11/01/2023	11/13/2023	91.09	91.09	100-40-41713		1123	1
Total 4683 8X8 INC:						1,669.96	1,669.96				
<b>4409 A.W. REHN &amp; ASSOCIATES</b>											
13726	1	October 2023 - FSA Admin Fee	Invoice	11/01/2023	11/13/2023	33.33	33.33	100-15-41215		1123	1
13726	2	October 2023 - FSA Admin Fee	Invoice	11/01/2023	11/13/2023	33.33	33.33	200-15-41215		1123	1
13726	3	October 2023 - FSA Admin Fee	Invoice	11/01/2023	11/13/2023	33.34	33.34	210-15-41215		1123	1
IN0000	1	IN0000184005 COBRA - Cabrito	Invoice	10/31/2023	11/13/2023	25.00	25.00	100-40-41215		1123	1
IN0000	2	IN0000184005 COBRA - Schmidt	Invoice	10/31/2023	11/13/2023	25.00	25.00	210-70-41215		1123	1
Total 4409 A.W. REHN & ASSOCIATES:						150.00	150.00				
<b>1115 ADA COMMUNITY LIBRARY</b>											
OD232	1	OD232405 Library OverDrive Cost Share - Magazine	Invoice	10/19/2023	11/13/2023	1,000.00	1,000.00	100-45-41325		1023	1
OD232	2	OD232405 Library OverDrive Cost Share - Ebooks/E	Invoice	10/19/2023	11/13/2023	600.00	600.00	100-45-41325		1023	1
Total 1115 ADA COMMUNITY LIBRARY:						1,600.00	1,600.00				
<b>6573 ADS LLC</b>											
2296.1	1	ADS FLOW METERS AND EQUIPMENT FOR COLL	Invoice	10/16/2023	11/13/2023	32,909.00	32,909.00	210-70-41547		1123	1
Total 6573 ADS LLC:						32,909.00	32,909.00				

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period	Separate Check
<b>521 AIR ST. LUKES</b>											
102023	1	2023 AIR ST LUKES MEMBERSHIP - Emerick	Invoice	10/20/2023	11/13/2023	45.00	45.00	100-55-41126		1123	1
102723	1	2023 AIR ST LUKES MEMBERSHIP - Chase	Invoice	10/27/2023	11/13/2023	45.00	45.00	100-55-41126		1123	1
Total 521 AIR ST. LUKES:						90.00	90.00				
<b>892 ALEXANDER CLARK PRINTING</b>											
20998	1	# 20998 - #10 Window Envelopes (5,000)	Invoice	10/23/2023	11/13/2023	151.82	151.82	100-15-41215		1123	1
20998	2	# 20998 - #10 Window Envelopes (5,000)	Invoice	10/23/2023	11/13/2023	151.82	151.82	200-15-41215		1123	1
20998	3	# 20998 - #10 Window Envelopes (5,000)	Invoice	10/23/2023	11/13/2023	151.82	151.82	210-15-41215		1123	1
Total 892 ALEXANDER CLARK PRINTING:						455.46	455.46				
<b>6997 ALL ABOUT BOOKS, LLC</b>											
019058	1	Inv 0190589 ReadySetGo Grant -Book purchases	Invoice	10/20/2023	11/13/2023	388.80	388.80	100-45-41549	24.45.0001.1	1023	1
Total 6997 ALL ABOUT BOOKS, LLC:						388.80	388.80				
<b>176 ALLINGTON, RICK</b>											
196	1	Attorney Fees	Invoice	10/01/2023	10/01/2023	4,304.84	4,304.84	100-25-41313		1023	1
197	1	Attorney Fees	Invoice	11/01/2023	11/01/2023	4,304.84	4,304.84	100-25-41313		1123	1
Total 176 ALLINGTON, RICK:						8,609.68	8,609.68				
<b>1913 AMAZON CAPITAL SERVICES</b>											
13PH-D	1	Invoice#9x3p chairs and table	Invoice	10/27/2023	11/13/2023	557.78	557.78	100-20-41539		1123	1
14T6-Q	1	Invoice# 1g7n File Stands	Invoice	11/02/2023	11/13/2023	43.77	43.77	100-20-41211		1123	1
16M6-F	1	# 16M6-FL97-1C4F EMERGENCY STROBE LIGHTS	Invoice	10/23/2023	11/13/2023	115.99	115.99	200-60-41415		1023	1
16M6-F	2	# 16M6-FL97-1C4F PROTECTIVE HOSE SLEEVE F	Invoice	10/23/2023	11/13/2023	129.99	129.99	200-60-41405		1023	1
196V-J	1	#196V-J3G9-CV93 LED BULBS/BACKFLOW WW	Invoice	11/01/2023	11/13/2023	941.26	941.26	210-70-41413		1123	1
19TN-G	1	#19TN-GT34-X3J1 PLANT EQUIPMENT/TOOLS W	Invoice	10/31/2023	11/13/2023	438.22	438.22	210-70-41423		1123	1
1DCJ-L	1	#1DCJ-LNGR-6161 SEAT COVERS AND FLOOR MA	Invoice	10/27/2023	11/13/2023	164.98	164.98	200-60-41415		1023	1
1DCJ-L	2	#1DCJ-LNGR-6161 EMERGENCY STROBE LIGHTS	Invoice	10/27/2023	11/13/2023	149.99	149.99	200-60-41415		1023	1
1DN7-1	1	Invoice# 9yrl File Stands	Invoice	11/01/2023	11/13/2023	14.59	14.59	100-20-41211		1123	1
1G4J-L	1	1G4J-LFKV-1GJG Library Teen programming	Invoice	11/02/2023	11/13/2023	118.44	118.44	100-45-41326		1123	1
1N4X-	1	1N4X-QFNL-CRWV KEYBOARD MOUSE	Invoice	10/22/2023	11/13/2023	39.99	39.99	100-40-41215		1023	1
1NWG-	1	Invoice# 1w1j	Invoice	10/16/2023	11/13/2023	139.12	139.12	100-20-41211		1123	1
1PQN-	1	Invoice# 3fpm	Invoice	10/17/2023	11/13/2023	15.17	15.17	100-20-41539		1123	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 1913 AMAZON CAPITAL SERVICES:											
<b>247 AMBRIZ, JOSE</b>											
777690	1	#777690 JOSE WWC3 DOPL TEST WW	Invoice	10/23/2023	11/13/2023	25.00	25.00	210-70-41723		1123	1
Total 247 AMBRIZ, JOSE:											
<b>50591 AMERICAN LEGION POST 24</b>											
11/02/2	1	Deposit Refund 108 Main Street N	Invoice	11/03/2023	11/13/2023	164.52	164.52	200-00-20314		1123	1
Total 50591 AMERICAN LEGION POST 24:											
<b>5727 AMERICAN VAC SERVICES LLC</b>											
1839	1	1839 CARBONATE & 1ST AVE -ADA RAMP WITH C	Invoice	10/02/2023	11/13/2023	21,432.50	21,432.50	100-40-41403		1323	1
Total 5727 AMERICAN VAC SERVICES LLC:											
<b>6601 ANDERSON ARCHITECTURE PA</b>											
2023 P	1	Maintenance of Peace Banner	Invoice	11/07/2023	11/13/2023	1,355.77	1,355.77	100-10-41327		1123	1
Total 6601 ANDERSON ARCHITECTURE PA:											
<b>913 ANDERSON ASPHALT PAVING</b>											
002784	1	002784 ASPHALT PATCHING VARIOUS LOCATION	Invoice	10/04/2023	11/13/2023	33,780.00	33,780.00	100-40-41403		1323	1
Total 913 ANDERSON ASPHALT PAVING:											
<b>6600 ARANDA, DAVID KEVIN</b>											
TCW C	1	TCW - CLEANING DEP REF	Invoice	10/23/2023	11/13/2023	500.00	500.00	100-00-32265		1023	1
Total 6600 ARANDA, DAVID KEVIN:											
<b>5422 ARBORCARE RES. INC</b>											
13062	1	13062 MAIN ST. - TREE PRUNING	Invoice	09/25/2023	11/13/2023	2,358.40	2,358.40	100-50-41402		1023	1
Total 5422 ARBORCARE RES. INC:											
<b>5876 ARCH COMMUNITY HOUSING TRUST</b>											
10/24/2	1	CREDIT REFUND: INVOICE 111845281	Invoice	10/24/2023	11/13/2023	615.14	615.14	100-00-20320		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 5876 ARCH COMMUNITY HOUSING TRUST:											
<b>215 ARNOLD MACHINERY COMPANY</b>											
PX100	1	PX1000262-1 O-RING, WASER, SEALING KIT RET	Invoice	06/02/2022	06/27/2022	328.51-	328.51-	100-40-41405		622	1
Total 215 ARNOLD MACHINERY COMPANY:											
<b>389 ASSOCIATION OF IDAHO CITIES</b>											
200010	1	200010804 - AIC Fall District -Burley - Cone	Invoice	10/11/2023	11/13/2023	16.66	16.66	100-15-41723		1023	1
200010	2	200010804 - AIC Fall District -Burley - Cone	Invoice	10/11/2023	11/13/2023	16.67	16.67	200-15-41723		1023	1
200010	3	200010804 - AIC Fall District -Burley - Cone	Invoice	10/11/2023	11/13/2023	16.67	16.67	210-15-41723		1023	1
Total 389 ASSOCIATION OF IDAHO CITIES:											
<b>6917 AT&amp;T MOBILITY LLC</b>											
287309	1	287309821298 - WATER	Invoice	10/23/2023	11/13/2023	344.32	344.32	200-60-41713		1123	1
Total 6917 AT&T MOBILITY LLC:											
<b>375 ATKINSON'S MARKET</b>											
047013	1	10/31/23 0002040701320 HALLOWEEN HOOPLA	Invoice	10/31/2023	11/13/2023	17.38	17.38	100-42-41215		1123	1
047013	2	10/31/23 0002040701320 HALLOWEEN HOOPLA	Invoice	10/31/2023	11/13/2023	17.38	17.38	200-42-41215		1123	1
047013	3	10/31/23 0002040701320 HALLOWEEN HOOPLA	Invoice	10/31/2023	11/13/2023	17.39	17.39	210-42-41215		1123	1
Total 375 ATKINSON'S MARKET:											
<b>4214 B&amp;G DIRTWORKS, LLC</b>											
21226	1	21226 HFD TINY HOUSE	Invoice	10/22/2023	11/13/2023	44,658.00	44,658.00	120-40-41549		1323	1
21234	1	21234 McKERCHER BLVD IMPR. THERMOPLASTI	Invoice	10/17/2023	11/13/2023	6,655.66	6,655.66	120-40-41549	10.15.0002.1	1323	1
Total 4214 B&G DIRTWORKS, LLC:											
<b>8523 BLUEPRINTING</b>											
16310	1	Inv 16310 Mallory Photo Editing	Invoice	10/25/2023	11/13/2023	157.50	157.50	100-45-41323		1023	1
Total 8523 BLUEPRINTING:											
<b>629 BURKS TRACTOR</b>											
IV4127	1	IV41275 #5002 KUBOTA PARTS	Invoice	10/10/2023	11/13/2023	247.44	247.44	100-40-41405		1123	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
IV4187	1	IV41872 #5002 KUBOTA PARTS	Invoice	10/26/2023	11/13/2023	1,037.59	1,037.59	100-40-41405		1123	1
MT112	1	MT11276 KUBOTA #4051	Invoice	09/29/2023	11/13/2023	32,992.00	32,992.00	100-40-41405		1323	1
Total 629 BURKS TRACTOR: 34,277.03											
<b>2326 CDW GOVERNMENT, INC</b>											
MR749	1	#MR74940 LAPTOP FOR DAVE S. WW	Invoice	10/24/2023	11/13/2023	1,262.67	1,262.67	210-70-41424		1123	1
Total 2326 CDW GOVERNMENT, INC: 1,262.67											
<b>873 CED, INC.</b>											
3755-1	1	3755-1054578 BATTERIES FOR RRFBS	Invoice	10/30/2023	11/13/2023	522.00	522.00	100-40-41403		1123	1
Total 873 CED, INC.: 522.00											
<b>6056 CENTURY LINK</b>											
10/22/2	1	9814 260B	Invoice	10/22/2022	11/13/2023	104.92	104.92	100-15-41713		1023	1
10/22/2	2	9814 260B	Invoice	10/22/2022	11/13/2023	104.92	104.92	200-15-41713		1023	1
10/22/2	3	9814 260B	Invoice	10/22/2022	11/13/2023	104.92	104.92	210-15-41713		1023	1
10/22/2	4	9814 260B	Invoice	10/22/2022	11/13/2023	104.92	104.92	100-25-41713		1023	1
10/22/2	5	9814 260B	Invoice	10/22/2022	11/13/2023	104.92	104.92	100-20-41713		1023	1
10/22/2	6	9814 260B- 33.33%	Invoice	10/22/2022	11/13/2023	34.98	34.98	100-42-41713		1023	1
10/22/2	7	9814 260B- 33.33%	Invoice	10/22/2022	11/13/2023	34.98	34.98	200-42-41713		1023	1
10/22/2	8	9814 260B- 33.33%	Invoice	10/22/2022	11/13/2023	34.98	34.98	210-42-41713		1023	1
10/22/2	9	2211-125b treatment plant	Invoice	10/22/2022	11/13/2023	73.93	73.93	210-70-41713		1023	1
10/22/2	10	2211-125B Water Dept	Invoice	10/22/2022	11/13/2023	73.93	73.93	200-60-41713		1023	1
10/22/2	11	3147 220B HFD	Invoice	10/22/2022	11/13/2023	84.74	84.74	100-55-41713		1023	1
10/22/2	12	6566 569B Police Dept	Invoice	10/22/2022	11/13/2023	73.93	73.93	100-25-41713		1023	1
10/22/2	13	5965-737B STREET SHOP	Invoice	10/22/2022	11/13/2023	79.15	79.15	100-40-41713		1023	1
Total 6056 CENTURY LINK: 1,015.22											
<b>5702 CINTAS</b>											
417118	1	#4171184223 UNIFORM SERVICES WW	Invoice	10/18/2023	11/13/2023	200.22	200.22	210-70-41703		1123	1
417194	1	#4171943595 UNIFORM SERVICES WW	Invoice	10/25/2023	11/13/2023	192.38	192.38	210-70-41703		1123	1
417257	1	#4172576975 UNIFORM SERVICES WW	Invoice	11/01/2023	11/13/2023	240.39	240.39	210-70-41703		1123	1
924581	1	#9245816823 AED AGREEMENT WW	Invoice	11/01/2023	11/13/2023	126.00	126.00	210-70-41413		1123	1
Total 5702 CINTAS: 758.99											



Unpaid Invoice Report - MARY'S APPROVAL  
Posting period: 11/23

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period	Separate Check
<b>644 CITY OF HAILEY PETTY CASH</b>											
702224	1	#EVIDENCE POSTAGE TO ISP	Invoice	10/23/2023	11/13/2023	17.75	17.75	100-25-41213		1123	1
Total 644 CITY OF HAILEY PETTY CASH:						17.75	17.75				
<b>670 CITY OF HAILEY W&amp;S DEPT</b>											
OCT0B	1	CITY OF HAILEY - STREET SHOP	Invoice	10/01/2023	11/13/2023	851.19	851.19	100-40-41717		1023	1
OCT0B	2	CITY OF HAILEY - INTER CENTER	Invoice	10/01/2023	11/13/2023	95.17	95.17	100-10-41717		1023	1
OCT0B	3	CITY OF HAILEY OLD COPY & PRINT	Invoice	10/01/2023	11/13/2023	56.56	56.56	100-15-41717		1023	1
OCT0B	4	CITY OF HAILEY RODEO FROST	Invoice	10/01/2023	11/13/2023	12.14	12.14	100-50-41617		1023	1
OCT0B	5	CITY OF HAILEY RODEO PARK	Invoice	10/01/2023	11/13/2023	63.82	63.82	100-50-41617		1023	1
OCT0B	6	CITY OF HAILEY CITY HALL	Invoice	10/01/2023	11/13/2023	135.96	135.96	100-42-41717		1023	1
OCT0B	7	CITY OF HAILEY CITY HALL	Invoice	10/01/2023	11/13/2023	135.96	135.96	200-42-41717		1023	1
OCT0B	8	CITY OF HAILEY CITY HALL	Invoice	10/01/2023	11/13/2023	135.96	135.96	210-42-41717		1023	1
OCT0B	9	CITY OF HAILEY FIRE DEPARTMENT	Invoice	10/01/2023	11/13/2023	70.50	70.50	100-55-41717		1023	1
OCT0B	10	CITY OF HAILEY TREATMENT PL	Invoice	10/01/2023	11/13/2023	105.85	105.85	200-60-41717		1023	1
OCT0B	11	CITY OF HAILEY TREATMENT PL	Invoice	10/01/2023	11/13/2023	105.85	105.85	210-70-41717		1023	1
OCT0B	12	CITY OF HAILEY POLICE DEPT	Invoice	10/01/2023	11/13/2023	108.81	108.81	100-25-41717		1023	1
OCT0B	13	CITY PARKING LOT-IRRIGATION	Invoice	10/01/2023	11/13/2023	2,772.69	2,772.69	100-50-41717		1023	1
Total 670 CITY OF HAILEY W&S DEPT:						4,650.46	4,650.46				
<b>4551 CIVIL SCIENCE, INC.</b>											
17361/	1	CROY TO QUIGLEY PATH - PROGRESS REPORT 4	Invoice	09/07/2023	11/13/2023	6,095.25	6,095.25	120-40-41549	21.40.0003.1	1123	1
Total 4551 CIVIL SCIENCE, INC.:						6,095.25	6,095.25				
<b>2954 CLEAR CREEK DISPOSAL -PARKS</b>											
000164	1	0001649566 PORT RESTROOM - HOP PORTER - H	Invoice	08/28/2023	11/13/2023	139.54	139.54	100-50-41403		1023	1
000167	1	0001672357 PORT RESTROOM - SKATE PARK	Invoice	10/31/2023	11/13/2023	128.50	128.50	100-50-41403		1123	1
000167	1	0001672358 PORT RESTROOM - FOXMOOR PARK	Invoice	10/31/2023	11/13/2023	44.23	44.23	100-50-41403		1123	1
000167	1	0001672359 PORT RESTROOM - KEEFER PARK	Invoice	10/31/2023	11/13/2023	29.71	29.71	100-50-41403		1123	1
000167	1	0001672360 PORT RESTROOM - KIWANIS PARK	Invoice	10/31/2023	11/13/2023	30.53	30.53	100-50-41403		1123	1
000167	1	0001672361 PORT RESTROOM - HEAGLE PARK	Invoice	10/31/2023	11/13/2023	259.60	259.60	100-50-41403		1123	1
000167	1	0001672362 PORT RESTROOM - JIMMY'S GARDE	Invoice	10/31/2023	11/13/2023	44.23	44.23	100-50-41403		1123	1
Total 2954 CLEAR CREEK DISPOSAL -PARKS:						676.34	676.34				
<b>22457 CLEAR CREEK DISPOSAL, INC.</b>											
CATCH	1	CATCH UP PER NEW AGREEMENT	Invoice	10/31/2023	11/13/2023	162,140.50	162,140.50	100-00-20515		1123	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
OCTOB	1	FRANCHISE FEE - OCTOBER 2023	Invoice	11/01/2023	11/13/2023	162,500.00	162,500.00	100-00-20515		1123	1
		Total 22457 CLEAR CREEK DISPOSAL, INC.:				324,640.50	324,640.50				
<b>7000 CLEARWATER LANDSCAPING</b>											
23-102	1	23-102157 FOX ACRES ROUNDABOUT - FLOWER	Invoice	10/15/2023	11/13/2023	792.50	792.50	100-50-41325		1023	1
23-102	1	23-102424 FLOWER PROJ. - MAIN ST. REPAIR IRR	Invoice	10/15/2023	11/13/2023	227.45	227.45	100-40-41225		1023	1
23-102	2	23-102424 FLOWER PROJ. - MAIN ST. REPAIR IRR	Invoice	10/15/2023	11/13/2023	227.44	227.44	100-50-41325		1023	1
23-102	1	23-102424-1 STREET TREES - INSTALL MISC TRE	Invoice	10/15/2023	11/13/2023	7,954.14	7,954.14	100-50-41402		1023	1
23-102	1	23-102428 FLOWER PROJ. - FLOWER BED MAINT.	Invoice	10/15/2023	11/13/2023	1,435.00	1,435.00	100-50-41325		1023	1
23-102	2	23-102428 FLOWER PROJ. - FLOWER BED MAINT.	Invoice	10/15/2023	11/13/2023	1,435.00	1,435.00	100-40-41225		1023	1
23-104	1	23-104512 STREET TREES - LANDSCAPE IMPROV	Invoice	10/13/2023	11/13/2023	7,972.99	7,972.99	100-50-41402		1023	1
23-104	1	23-104512A CITY HALL SIDEWALK FORM AND PO	Invoice	10/13/2023	11/13/2023	1,950.00	1,950.00	100-50-41402		1023	1
23-104	1	23-104548 DEERFIELD PARK - INSTAL SAND, SMA	Invoice	10/13/2023	11/13/2023	2,144.60	2,144.60	100-50-41325		1023	1
23-104	1	23-104632 JAVA BLOCK REPAIRS	Invoice	10/17/2023	11/13/2023	150.00	150.00	100-40-41403		1023	1
		Total 7000 CLEARWATER LANDSCAPING:				24,289.12	24,289.12				
<b>5961 CLEARWATER POWER EQUIPMENT LLC</b>											
52624	1	#52624 PLOW REPAIR WW	Invoice	11/01/2023	11/13/2023	286.80	286.80	210-70-41415		1123	1
		Total 5961 CLEARWATER POWER EQUIPMENT LLC:				286.80	286.80				
<b>50396 COASTLINE EQUIPMENT</b>											
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-				
<b>4492 COMPUTER TALK SERVICES INC.</b>											
35859	1	#35859 HDMI TO DP CABLE WW	Invoice	08/02/2023	11/13/2023	42.38	42.38	210-70-41424		1323	1
		Total 4492 COMPUTER TALK SERVICES INC.:				42.38	42.38				
<b>50589 CONRAD, WALTER P &amp; JENNIFER Z</b>											
11/02/2	1	Credit Balance Refund : 1320 Heroic	Invoice	11/03/2023	11/13/2023	482.54	482.54	100-00-15110		1123	1
		Total 50589 CONRAD, WALTER P & JENNIFER Z:				482.54	482.54				
<b>337 COPY &amp; PRINT LLC</b>											
218	1	#218 BUSINESS CARDS MORGAN BALLIS	Invoice	10/12/2023	11/13/2023	50.00	50.00	100-25-41215		1123	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
503	1	#503 BUSINESS CARDS CHIEF ENGLAND	Invoice	10/23/2023	11/13/2023	50.00	50.00	100-25-41215		1123	1
Total 337 COPY & PRINT LLC:											
<b>2808 CORE &amp; MAIN LP</b>											
T00311	1	#T003111 3/4" REGISTERS	Invoice	10/04/2023	11/13/2023	29,990.00	29,990.00	220-65-41403	20.60.0003.1	1023	1
T40526	1	#T405267 1" METER REGISTERS	Invoice	10/04/2023	11/13/2023	3,681.20	3,681.20	220-65-41403	20.60.0003.1	1023	1
T40526	2	#T405267 METER PARTS	Invoice	10/04/2023	11/13/2023	522.72	522.72	200-60-41403		1023	1
Total 2808 CORE & MAIN LP:											
<b>972 COX COMMUNICATIONS</b>											
10/18/2	1	INTERNET WW	Invoice	10/18/2023	11/13/2023	78.99	78.99	210-70-41713		1023	1
10/18/2	2	INTERNET WATER	Invoice	10/18/2023	11/13/2023	79.00	79.00	200-60-41713		1023	1
11/01/2	1	001 2401 200477401 MAIN 33%	Invoice	11/01/2023	11/13/2023	25.20	25.20	100-42-41713		1123	1
11/01/2	2	001 2401 200477401 MAIN 33%	Invoice	11/01/2023	11/13/2023	25.20	25.20	200-42-41713		1123	1
11/01/2	3	001 2401 200477401 MAIN 33%	Invoice	11/01/2023	11/13/2023	25.20	25.20	210-42-41713		1123	1
11/01/2	4	001 2401 200477401 Library	Invoice	11/01/2023	11/13/2023	113.40	113.40	100-45-41713		1123	1
11/01/2	5	027815002 Library	Invoice	11/01/2023	11/13/2023	173.99	173.99	100-45-41713		1123	1
11/01/2	6	0205236602 STREET	Invoice	11/01/2023	11/13/2023	167.74	167.74	100-40-41713		1123	1
11/01/2	7	039605901 HPD	Invoice	11/01/2023	11/13/2023	232.99	232.99	100-25-41713		1123	1
11/01/2	8	035971201 WELCOME CTR	Invoice	11/01/2023	11/13/2023	79.00	79.00	100-10-41717		1123	1
11/01/2	9	205095301 HFD	Invoice	11/01/2023	11/13/2023	69.00	69.00	100-55-41717		1123	1
Total 972 COX COMMUNICATIONS:											
<b>6484 DABNEY, LEE</b>											
501294	1	Reimbursement Idaho Lumber - book drop materials	Invoice	09/16/2023	11/13/2023	79.91	79.91	100-45-41215		1023	1
Total 6484 DABNEY, LEE:											
<b>388 DAY WIRELESS SYSTEMS</b>											
INV791	1	#791855 HPD BUILDING ADDED 2DB ATTENUATO	Invoice	09/12/2023	11/13/2023	1,092.50	1,092.50	100-25-41417		1323	1
Total 388 DAY WIRELESS SYSTEMS:											
<b>5606 DIAMOND BLADE WAREHOUSE</b>											
057335	1	0573352-IN ASPHALT CUTTER	Invoice	10/10/2023	11/13/2023	795.61	795.61	100-40-41405		1123	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 5606 DIAMOND BLADE WAREHOUSE:											
<b>781 DIGLINE</b>											
007246	1	#0072463-IN DIGLINE FEES WW.	Invoice	09/30/2023	11/13/2023	86.96	86.96	210-70-41325		1323	1
007246	2	#0072463-IN DIGLINE FEES W.	Invoice	09/30/2023	11/13/2023	86.95	86.95	200-60-41325		1323	1
007268	1	#0072687-IN DIG LINE FEES WW.	Invoice	10/31/2023	11/13/2023	93.60	93.60	210-70-41325		1123	1
007268	2	#0072687-IN DIG LINE FEES W.	Invoice	10/31/2023	11/13/2023	93.60	93.60	200-60-41325		1123	1
Total 781 DIGLINE: 361.11											
<b>1945 DITCH WITCH OF THE ROCKIES</b>											
P23848	1	#P23848 SUCTION HOSE FOR VAC - TRAILER	Invoice	09/20/2023	11/13/2023	313.20	313.20	200-60-41405		1323	1
P23848	2	#P23848 VAC TRAILER AIR FILTER	Invoice	09/20/2023	11/13/2023	272.46	272.46	200-60-41405		1323	1
Total 1945 DITCH WITCH OF THE ROCKIES: 585.66											
<b>5021 EC ELECTRIC</b>											
WO-06	1	WO-0696 MAINT. STREET LIGHT - REPLACE EXIS	Invoice	10/23/2023	11/13/2023	1,845.58	1,845.58	100-40-41715		1023	1
Total 5021 EC ELECTRIC: 1,845.58											
<b>1041 ELECTRIC 1 WEST INC</b>											
04229	1	#04229 TROUBLESHOOT FAULTED EQ PUMP. BA	Invoice	06/15/2023	11/13/2023	160.00	160.00	210-70-41401		1323	1
Total 1041 ELECTRIC 1 WEST INC: 160.00											
<b>1636 ELEVATION BUILDERS</b>											
651	1	651 HFD TINYHOUSE PAINTING, TILE BACKSPLA	Invoice	11/01/2023	11/13/2023	5,300.00	5,300.00	120-40-41549		1123	1
HCE B	1	HCE BP 22-230 DEPOSIT REFUND	Invoice	10/25/2023	11/13/2023	1,250.00	1,250.00	100-00-20326		1023	1
Total 1636 ELEVATION BUILDERS: 6,550.00											
<b>1896 ESRI, INC.</b>											
Q-5089	1	Q-508989 ArcGIS LICENSING, MOBILE, EDITOR	Invoice	11/02/2023	11/13/2023	2,310.00	2,310.00	100-40-41325		1123	1
Total 1896 ESRI, INC.: 2,310.00											
<b>348 FEDERAL EXPRESS</b>											
8-304-7	1	#8-304-76580 SENSOR RETURN TO VEGA	Invoice	11/02/2023	11/13/2023	40.03	40.03	200-60-41213		1123	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 348 FEDERAL EXPRESS:											
<b>1464 FISHER'S FINANCE INC</b>											
351367	1	35136756 Library Copier contract 10.20.23-11.19.23	Invoice	10/23/2023	11/13/2023	349.93	349.93	100-45-41323		1023	1
Total 1464 FISHER'S FINANCE INC:											
<b>8776 FORCE AMERICA DISTRIBUTING LLC</b>											
SO001-	1	SO001-1809447-2 SANDER #4031 ELECTRIC CON	Invoice	09/07/2023	11/13/2023	19,867.00	19,867.00	100-40-41403		1323	1
Total 8776 FORCE AMERICA DISTRIBUTING LLC:											
<b>50587 FRANCO, ANA and MIGUEL</b>											
DEPOS	1	840 SUNRISE DR - TENANT DEPOSIT REFUND	Invoice	10/25/2023	11/13/2023	150.00	150.00	100-00-20314		1023	1
Total 50587 FRANCO, ANA and MIGUEL:											
<b>996 FREEDOM MAILING SERVICES</b>											
46488	1	46488 Bill Processing, Folding & Inserting Newsletter	Invoice	11/01/2023	11/13/2023	642.37	642.37	100-15-41323		1123	1
46488	2	46488 Bill Processing, Folding & Inserting Newsletter	Invoice	11/01/2023	11/13/2023	642.37	642.37	200-15-41323		1123	1
46488	3	46488 Bill Processing, Folding & Inserting Newsletter	Invoice	11/01/2023	11/13/2023	642.36	642.36	210-15-41323		1123	1
Total 996 FREEDOM MAILING SERVICES:											
<b>5909 FUGATE, JANET</b>											
P&Z ST	1	P&Z Stipend 11/06/2023	Invoice	11/06/2023	11/13/2023	100.00	100.00	100-10-41313		1123	1
P&Z ST	2	1 PZ Stipend	Invoice	11/06/2023	11/13/2023	50.00	50.00	200-10-41313		1123	1
P&Z ST	3	2 PZ Stipend	Invoice	11/06/2023	11/13/2023	50.00	50.00	210-10-41313		1123	1
Total 5909 FUGATE, JANET:											
<b>101 GALENA-BENCHMARK ENGINEERING</b>											
1123-0	1	1123-026 BROADFORD RD BIKE PATH	Invoice	10/25/2023	11/13/2023	1,171.25	1,171.25	100-40-41313		1123	1
1123-0	1	1123-027 UTILITY APPURTENANCE SURVEY WW	Invoice	10/25/2023	11/13/2023	9,563.50	9,563.50	210-70-41313		1123	1
1123-0	1	1123-028 SPRUCE AND RIVER SIDEWALK	Invoice	10/25/2023	11/13/2023	1,558.25	1,558.25	100-40-41313		1123	1
1123-0	1	1123-029 McKERCHER SIDEWALK LL GREENS	Invoice	10/25/2023	11/13/2023	1,501.75	1,501.75	120-40-41549	10.15.0002.1	1123	1
Total 101 GALENA-BENCHMARK ENGINEERING:											
										13,794.75	13,794.75

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period	Separate Check
<b>369 GEM STATE WELDERS SUPPLY INC.</b>											
218555	1	#218555 TANK RENTAL FEE WW	Invoice	10/31/2023	11/13/2023	57.66	57.66	210-70-41775		1123	1
218556	1	#218556 TANK RENTAL FEE W.	Invoice	10/31/2023	11/13/2023	9.61	9.61	200-60-41791		1123	1
851037	1	#851037 TANK REFILLS WW	Invoice	11/02/2023	11/13/2023	359.27	359.27	210-70-41423		1123	1
E27252	1	#E272527 CL2 GAS FOR WOODSIDE AND TURBIN	Invoice	10/05/2023	11/13/2023	3,082.00	3,082.00	200-60-41791		1023	1
Total 369 GEM STATE WELDERS SUPPLY INC.:						3,508.54	3,508.54				
<b>6567 GEMMA VALDEZ DAGGATT</b>											
10/29/2	1	October Invoice	Invoice	10/29/2023	11/13/2023	300.00	300.00	100-20-41709		1123	1
Total 6567 GEMMA VALDEZ DAGGATT:						300.00	300.00				
<b>2134 GEOBILITY LLC</b>											
1040	1	1040 PROF. GIS SERVICES SEPT. 29 - OCT. 31, 20	Invoice	11/01/2023	11/13/2023	1,049.50	1,049.50	200-60-41313		1123	1
1040	2	1040 PROF. GIS SERVICES SEPT. 29 - OCT. 31, 20	Invoice	11/01/2023	11/13/2023	1,049.50	1,049.50	210-70-41313		1123	1
1040	3	1040 PROF. GIS SERVICES SEPT. 29 - OCT. 31, 20	Invoice	11/01/2023	11/13/2023	104.66	104.66	100-42-41313		1123	1
1040	4	1040 PROF. GIS SERVICES SEPT. 29 - OCT. 31, 20	Invoice	11/01/2023	11/13/2023	104.67	104.67	200-42-41313		1123	1
1040	5	1040 PROF. GIS SERVICES SEPT. 29 - OCT. 31, 20	Invoice	11/01/2023	11/13/2023	104.67	104.67	210-42-41313		1123	1
1040	6	1040 PROF. GIS SERVICES SEPT. 29 - OCT. 31, 20	Invoice	11/01/2023	11/13/2023	203.00	203.00	100-50-41313		1123	1
1040	7	1040 PROF. GIS SERVICES SEPT. 29 - OCT. 31, 20	Invoice	11/01/2023	11/13/2023	387.00	387.00	100-40-41313		1123	1
1040	8	1040 PROF. GIS SERVICES SEPT. 29 - OCT. 31, 20	Invoice	11/01/2023	11/13/2023	275.00	275.00	100-20-41313		1123	1
1040	9	1040 PROF. GIS SERVICES SEPT. 29 - OCT. 31, 20	Invoice	11/01/2023	11/13/2023	3,367.00	3,367.00	200-60-41313		1123	1
1040	10	1040 PROF. GIS SERVICES SEPT. 29 - OCT. 31, 20	Invoice	11/01/2023	11/13/2023	1,087.00	1,087.00	210-70-41313		1123	1
Total 2134 GEOBILITY LLC:						7,732.00	7,732.00				
<b>6023 GIVENS PURSLEY LLP</b>											
264105	1	264105 GENERAL WATER	Invoice	10/30/2023	11/13/2023	10,322.50	10,322.50	200-60-41313		1123	1
Total 6023 GIVENS PURSLEY LLP:						10,322.50	10,322.50				
<b>336 GO FER IT EXPRESS</b>											
123564	1	#123564 LOCAL SHIPPING W.	Invoice	09/29/2023	11/13/2023	151.20	151.20	200-60-41213		1323	1
123564	2	#123564 LOCAL SHIPPING WW.	Invoice	09/29/2023	11/13/2023	78.75	78.75	210-70-41213		1323	1
124267	1	#124267 LOCAL SHIPPING W.	Invoice	10/31/2023	11/13/2023	129.15	129.15	200-60-41213		1123	1
124267	2	#124267 LOCAL SHIPPING WW.	Invoice	10/31/2023	11/13/2023	50.40	50.40	210-70-41213		1123	1
Total 336 GO FER IT EXPRESS:						409.50	409.50				



Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period	Separate Check
<b>4768 GRANICUS</b>											
173418	1	INV# 173418 ADDRESS IDENTIFICATION	Invoice	10/23/2023	11/13/2023	3,593.00	3,593.00	100-15-41329		1123	1
173418	2	INV# 173418 COMPLIANCE MONITORING	Invoice	10/23/2023	11/13/2023	1,407.00	1,407.00	100-10-41707		1123	1
Total 4768 GRANICUS:						5,000.00	5,000.00				
<b>1850 GREAT AMERICA FINANCIAL SERVICES</b>											
351193	1	Invoice# 35119379 11/2023	Invoice	10/19/2023	11/13/2023	124.00	124.00	100-20-41323		1023	1
Total 1850 GREAT AMERICA FINANCIAL SERVICES:						124.00	124.00				
<b>1975 GUFFY'S GUN &amp; PAWN</b>											
231025	1	#231025-135-0 STREAMLIGHT X4	Invoice	10/25/2023	11/13/2023	740.00	740.00	100-25-41703		1123	1
Total 1975 GUFFY'S GUN & PAWN:						740.00	740.00				
<b>5855 HARMONY DESIGN INC</b>											
23372	1	#23372 Floodplain services	Invoice	10/23/2023	11/13/2023	355.50	355.50	100-20-41313		1123	1
23383	1	23383 LIONS PARK - FINAL CDS, PROJECT MANU	Invoice	10/23/2023	11/13/2023	158.00	158.00	120-50-41539		1123	1
Total 5855 HARMONY DESIGN INC:						513.50	513.50				
<b>5410 HDR ENGINEERING INC</b>											
120053	1	1200532821 HAILEY WATER RIGHT TRANSFER 37	Invoice	06/19/2023	11/13/2023	2,852.39	2,852.39	200-60-41313		1323	1
120055	1	1200559563 HEADWORKS IMPROVEMENTS PROJ	Invoice	10/04/2023	11/13/2023	5,131.51	5,131.51	210-70-41321		1323	1
120056	1	1200563566 HAILEY WATER RIGHT TRANSFER 37	Invoice	10/12/2023	11/13/2023	57.30	57.30	200-60-41313		1323	1
Total 5410 HDR ENGINEERING INC:						8,041.20	8,041.20				
<b>1148 HI-TECH ELECTRIC LLC</b>											
15934	1	15934 INSTALL NEW CROSSWALK SIGNALS	Invoice	07/25/2023	11/13/2023	3,905.00	3,905.00	100-40-41403	22.40.0003.1	1323	1
Total 1148 HI-TECH ELECTRIC LLC:						3,905.00	3,905.00				
<b>2236 IAHD</b>											
INV000	1	Inv000195 LTC 2023 CONFERENCE REGISTRATIO	Invoice	10/12/2023	11/13/2023	460.00	460.00	100-40-41723		1023	1
INV000	2	Inv000195 LTC 2023 CONFERENCE REGISTRATIO	Invoice	10/12/2023	11/13/2023	153.33	153.33	100-42-41723		1023	1
INV000	3	Inv000195 LTC 2023 CONFERENCE REGISTRATIO	Invoice	10/12/2023	11/13/2023	153.33	153.33	200-42-41723		1023	1
INV000	4	Inv000195 LTC 2023 CONFERENCE REGISTRATIO	Invoice	10/12/2023	11/13/2023	153.34	153.34	210-42-41723		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 2236 IAHD:											
<b>6501 IDAHO EQUIPMENT</b> 104503 1 104503 RODEO GROUNDS AIR HOSE, 11/13/2023 11.00 11.00 100-50-41603 1023 1 104593 1 104593 AIR COMPRESSOR RENTAL 11/13/2023 250.62 250.62 100-50-41405 1023 1 Total 6501 IDAHO EQUIPMENT: 261.62 261.62											
<b>5730 IDAHO LINES AND SIGNS LLC</b> 0001 1 0001 URA STRIPING POST CHIP SEAL 2023 STOP 11/13/2023 27,115.60 27,115.60 120-40-41549 1323 1 20107- 1 20107-1 STRIPING POST CHIP SEAL 2023 11/13/2023 46,240.56 46,240.56 100-40-41403 1323 1 Total 5730 IDAHO LINES AND SIGNS LLC: 73,356.16 73,356.16											
<b>671 IDAHO LUMBER &amp; HARDWARE</b> 965505 1 965505 #4101 TUBING HEATSHRINK 3/4" 11/13/2023 3.99 3.99 100-40-41405 1023 1 966036 1 INV # 966036 Screws, nuts, and pieces 11/13/2023 49.97 49.97 100-55-41215 1023 1 966068 1 #966068 ROTARY TOOL AND BITS 11/13/2023 108.15 108.15 200-60-41405 1023 1 966081 1 #966081 AA BATTERIES 11/13/2023 22.99 22.99 200-60-41405 1023 1 966500 1 966500 #4006 BAR CARPET, SPONGE RUBBER TA 11/13/2023 31.98 31.98 100-40-41405 1023 1 966610 1 #966610 IRRIGATION PARTS FOR WOODSIDE DIG 11/13/2023 12.16 12.16 200-60-41403 1023 1 966650 1 966650 SHOP - SUPPLY HOSE 11/13/2023 23.88 23.88 100-40-41405 1023 1 966734 1 966734 SHOP - BOLTS MISC 11/13/2023 17.10 17.10 100-40-41405 1023 1 966806 1 #966806 FLATHEAD SHOVELS 11/13/2023 83.98 83.98 200-60-41403 1023 1 966806 2 #966806 RODS FOR LANDSCAPING DIG ON SNO 11/13/2023 17.98 17.98 200-60-41403 1023 1 966844 1 #966844 POWERCENTER WW 11/13/2023 24.99 24.99 210-70-41424 1123 1 966845 1 #966845 TARP FOR ROOF AT TURBINE 11/13/2023 22.99 22.99 200-60-41413 1023 1 966859 1 966859 #4051 - BUCKET LID, PLASTIC PAIL 11/13/2023 61.08 61.08 100-40-41405 1023 1 966952 1 966952 SHOP - TRASH BAGS 11/13/2023 11.99 11.99 100-40-41405 1023 1 967247 1 967247 MAINT. - PAINT PREP RESP., WONDERGRI 11/13/2023 23.58 23.58 100-50-41405 1023 1 967308 1 967308 SHOP DRAIN SPRAYER- BUCKET LID, PLA 11/13/2023 40.72 40.72 100-40-41405 1123 1 967485 1 967485 4101 KODIAK - MISC. SCREWS 11/13/2023 12.76 12.76 100-40-41405 1123 1 967531 1 #967531 GRINDING WHEELS AND DRILL BITS FO 11/13/2023 35.94 35.94 200-60-41405 1123 1 967531 2 #967531 BUNGEE CORDS FOR TARP AT TURBINE 11/13/2023 4.98 4.98 200-60-41405 1123 1 967545 1 967545 MAINT. - MAGNETIC MINI SWEEPER27" 11/13/2023 59.99 59.99 100-50-41405 1123 1 967547 1 967547 WORK GLOVES, ROPE 11/13/2023 28.58 28.58 100-40-41405 1123 1 967575 1 967575 SHOP - JOINT KNIFE, PUTTY KNIFE 11/13/2023 17.58 17.58 100-40-41423 1123 1 967635 1 #967635 WORK GLOVES KURT & MERRITT 11/01/2023 29.98 29.98 200-60-41703 1123 1 967635 2 #967635 REPLACEMENT EARPLUG PODS 11/01/2023 11.98 11.98 200-60-41405 1123 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
967654	1	967654 #4101 KODIAK - SPRING SNAP, MISC SCR	Invoice	11/01/2023	11/13/2023	34.11	34.11	100-40-41405		1123	1
967740	1	#967740 SURGE PROTECTOR	Invoice	11/01/2023	11/13/2023	27.99	27.99	100-25-41215		1123	1
967841	1	#967841 EXTENTION CORD FOR BACKHOE	Invoice	11/02/2023	11/13/2023	44.99	44.99	200-60-41405		1123	1
968040	1	INV # 968040 Engine Parts	Invoice	11/03/2023	11/13/2023	14.58	14.58	100-55-41415		1123	1
968331	1	INV # 968331 Gloves, velcro tape	Invoice	11/07/2023	11/13/2023	36.96	36.96	100-55-41703		1123	1
968372	1	#968372 EXT. CORD AND TARP FOR WELDER	Invoice	11/07/2023	11/13/2023	85.92	85.92	200-60-41405		1123	1
Total 671 IDAHO LUMBER & HARDWARE:						1,003.87	1,003.87				
<b>400 IDAHO MOUNTAIN EXPRESS</b>											
10/31/2	1	10/04, 10/11 - Street Operator Job Opening	Invoice	10/31/2023	11/13/2023	255.77	255.77	100-40-41319		1123	1
10/31/2	2	10/23 - CC Ord 1331 2nd Reading - Maple St Appt.	Invoice	10/31/2023	11/13/2023	64.40	64.40	100-20-41319		1123	1
10/31/2	3	10/23 - CC Quigley Pathway	Invoice	10/31/2023	11/13/2023	57.96	57.96	100-20-41319		1123	1
10/31/2	4	11/6 P&Z Text Amend Title 16; Subdivision Reg. Desi	Invoice	10/31/2023	11/13/2023	78.20	78.20	100-20-41319		1123	1
10/31/2	5	11/13 - CC PUD App for Star Light Ln Sub. Prelim Pla	Invoice	10/31/2023	11/13/2023	69.00	69.00	100-20-41319		1123	1
Total 400 IDAHO MOUNTAIN EXPRESS:						525.33	525.33				
<b>22433 IDAHO POWER</b>											
10/17/2	1	IP 2204414540 - Street Lights	Invoice	10/17/2023	11/13/2023	170.37	170.37	100-40-41717		1123	1
10/17/2	2	IP 2204837906 Street	Invoice	10/17/2023	11/13/2023	1,600.67	1,600.67	100-40-41715		1123	1
10/17/2	3	IP2205094259- Parks	Invoice	10/17/2023	11/13/2023	221.24	221.24	100-50-41717		1123	1
10/17/2	4	IP2205094259 Rodeo	Invoice	10/17/2023	11/13/2023	177.23	177.23	100-50-41617		1123	1
10/17/2	5	IP2205094259 Ice Rink/Skate	Invoice	10/17/2023	11/13/2023	23.34	23.34	100-50-41617		1123	1
10/17/2	6	IP2205094259- Interp	Invoice	10/17/2023	11/13/2023	145.72	145.72	100-10-41717		1123	1
10/17/2	7	IP 2204935643 - 1811 Merlin Loop	Invoice	10/17/2023	11/13/2023	590.77	590.77	100-40-41717		1123	1
10/17/2	8	IP 2204935643 - 617 3rd Ave S	Invoice	10/17/2023	11/13/2023	240.30	240.30	100-55-41717		1123	1
10/17/2	9	IP 2204935643 - 116 River St.	Invoice	10/17/2023	11/13/2023	85.34	85.34	100-50-41718		1123	1
10/17/2	10	ip 2204935643 - 7 Croy St.	Invoice	10/17/2023	11/13/2023	501.23	501.23	100-45-41717		1123	1
10/17/2	11	IP 2204935643 - 115 Main St 2nd Floor	Invoice	10/17/2023	11/13/2023	182.38	182.38	100-42-41717		1123	1
10/17/2	12	IP 2204935643 - 115 Main St 2nd Floor	Invoice	10/17/2023	11/13/2023	182.38	182.38	200-42-41717		1123	1
10/17/2	13	IP 2204935643 - 115 Main St 2nd Floor	Invoice	10/17/2023	11/13/2023	182.38	182.38	210-42-41717		1123	1
10/17/2	14	IP 2207926011 - 113 N River St Compact	Invoice	10/17/2023	11/13/2023	26.41	26.41	100-40-41715		1123	1
10/17/2	15	IP 2204637769 WW	Invoice	10/17/2023	11/13/2023	13,329.72	13,329.72	210-70-41717		1123	1
10/17/2	16	IP22062003362 Water	Invoice	10/17/2023	11/13/2023	7,757.07	7,757.07	200-60-41717		1123	1
10/17/2	17	IP Acont#2206105138 STREET	Invoice	10/17/2023	11/13/2023	68.46	68.46	100-40-41715		1123	1
10/17/2	18	IP2207611134 Street - 89 Croy Rd	Invoice	10/17/2023	11/13/2023	5.16	5.16	100-40-41715		1123	1
10/17/2	19	IP2220558908 - PARKS HEAGLE PARK	Invoice	10/17/2023	11/13/2023	5.31	5.31	100-40-41717		1123	1
10/17/2	20	IP2220558932 - PARKS LION PARK	Invoice	10/17/2023	11/13/2023	16.50	16.50	100-40-41717		1123	1
10/17/2	21	IP 2208020376 - Sun Beam 191 San Badger Dr	Invoice	10/17/2023	11/13/2023	7.55	7.55	100-50-41717		1123	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:											
<b>138 IDAHO RURAL WATER ASSOC.</b>											
E5295	1	#E5295 DISTRIBUTION 1&2 CERTIFICATION REVI	Invoice	10/19/2023	11/13/2023	120.00	120.00	200-60-41723		1123	1
Total 138 IDAHO RURAL WATER ASSOC.:											
<b>50352 IDAHO TRANSPORTATION DEPT</b>											
2023 F	1	2023 Ford F150 VIN# XXX-1020 - Exempt Plates	Invoice	11/01/2023	11/13/2023	23.00	23.00	100-40-41415		1123	1
Total 50352 IDAHO TRANSPORTATION DEPT.:											
<b>612 INGRAM BOOK COMPANY</b>											
OCTOB	1	Oct 2023 Library book purchases	Invoice	11/01/2023	11/13/2023	3,164.09	3,164.09	100-45-41535		1123	1
Total 612 INGRAM BOOK COMPANY:											
<b>229 INTEGRATED TECHNOLOGIES</b>											
227677	1	#227677 SERVICE CONTRACT SHARP MX2310U	Invoice	10/19/2023	11/13/2023	124.73	124.73	100-25-41411		1123	1
228633	1	Inv #228633 Xerox INK	Invoice	11/01/2023	11/13/2023	64.31	64.31	100-55-41711		1123	1
229193	1	# 229193 SERVICE CONTRACT SHARP/BP-70M55	Invoice	11/07/2023	11/13/2023	27.86	27.86	100-15-41323		1123	1
229193	2	# 229193 SERVICE CONTRACT SHARP/BP-70M55	Invoice	11/07/2023	11/13/2023	27.86	27.86	200-15-41323		1123	1
229193	3	# 229193 SERVICE CONTRACT SHARP/BP-70M55	Invoice	11/07/2023	11/13/2023	27.86	27.86	210-15-41323		1123	1
Total 229 INTEGRATED TECHNOLOGIES:											
<b>6304 INTEGRITY PUMP SOLUTIONS, INC</b>											
Y23M1	1	#Y23M10-674 3 4" SULZER PUMPS FOR PROCES	Invoice	10/30/2023	11/13/2023	23,250.00	23,250.00	230-75-41547		1123	1
Total 6304 INTEGRITY PUMP SOLUTIONS, INC.:											
<b>384 INTERMOUNTAIN GAS COMPANY</b>											
10/24/2	1	meter 536199 P/W 33.3%	Invoice	10/24/2023	11/13/2023	5.54	5.54	100-42-41717		1023	1
10/24/2	2	METER 536199 P/W 33.3%	Invoice	10/24/2023	11/13/2023	5.54	5.54	200-42-41717		1023	1
10/24/2	3	meter 536199 P/W 33.3%	Invoice	10/24/2023	11/13/2023	5.54	5.54	210-42-41717		1023	1
10/24/2	4	meter 536199 LIBRARY	Invoice	10/24/2023	11/13/2023	16.63	16.63	100-45-41717		1023	1
10/24/2	5	meter 520352 P/W 1241 WAR EAGLE	Invoice	10/24/2023	11/13/2023	15.45	15.45	100-50-41717		1023	1
10/24/2	6	meter 223166 4297 Glenbrook Shop	Invoice	10/24/2023	11/13/2023	102.62	102.62	210-70-41717		1023	1
10/24/2	7	Meter 629802, HPD 311 E Cedar	Invoice	10/24/2023	11/13/2023	61.17	61.17	100-25-41717		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
10/24/2	8	meter 517964 Woodside Treatment Plant	Invoice	10/24/2023	11/13/2023	22.89	22.89	210-70-41717		1023	1
10/24/2	9	meter 223157 4297 Glenbrook A	Invoice	10/24/2023	11/13/2023	56.90	56.90	210-70-41717		1023	1
10/24/2	10	meter 634547 4297 Glenbrook Bio-Solids	Invoice	10/24/2023	11/13/2023	275.73	275.73	210-70-41717		1023	1
10/24/2	11	meter 475252 WW Treatment Plant	Invoice	10/24/2023	11/13/2023	121.98	121.98	210-70-41717		1023	1
10/24/2	12	meter 629797 ST. 1811 merlin lp	Invoice	10/24/2023	11/13/2023	104.18	104.18	100-40-41717		1023	1
10/24/2	13	meter 518056 AD 116 S. River St	Invoice	10/24/2023	11/13/2023	70.18	70.18	100-50-41718		1023	1
10/24/2	14	meter 475481 HFD 617 S 3rd Ave	Invoice	10/24/2023	11/13/2023	39.78	39.78	100-55-41717		1023	1
Total 384 INTERMOUNTAIN GAS COMPANY:						904.13	904.13				
<b>5883 IWORQ SYSTEMS, INC</b>											
201649	1	201649 COM. DEV. PACKAGE - CONTRACTOR PO	Invoice	10/02/2023	11/13/2023	4,790.00	4,790.00	100-40-41325		1023	1
Total 5883 IWORQ SYSTEMS, INC:						4,790.00	4,790.00				
<b>50395 JACKSON GROUP PETERBILT, INC</b>											
307015	1	307015.JP WARNING LIGHT #4000 LIGHTNING	Invoice	10/16/2023	11/13/2023	244.82	244.82	100-40-41415		1123	1
Total 50395 JACKSON GROUP PETERBILT, INC:						244.82	244.82				
<b>345 JACOBS ENGINEERING GROUP INC</b>											
W3Y13	1	W3Y13802-007 HAILEY DOWNTOWN MASTER PL	Invoice	10/23/2023	11/13/2023	12,775.00	12,775.00	120-40-41549	23.20.0001.1	1323	1
Total 345 JACOBS ENGINEERING GROUP INC:						12,775.00	12,775.00				
<b>330 JANE'S ARTIFACTS</b>											
060709	1	#060709 CD-R	Invoice	11/01/2023	11/13/2023	21.27	21.27	100-25-41211		1123	1
Total 330 JANE'S ARTIFACTS:						21.27	21.27				
<b>9560 KARL MALONE FORD HAILEY</b>											
110262	1	110262 FORD EXPLORER AUTOLOCKS TROUBLE	Invoice	10/16/2023	11/13/2023	60.44	60.44	100-42-41415		1123	1
110262	2	110262 FORD EXPLORER AUTOLOCKS TROUBLE	Invoice	10/16/2023	11/13/2023	60.45	60.45	200-42-41415		1123	1
110262	3	110262 FORD EXPLORER AUTOLOCKS TROUBLE	Invoice	10/16/2023	11/13/2023	60.45	60.45	210-42-41415		1123	1
Total 9560 KARL MALONE FORD HAILEY:						181.34	181.34				
<b>806 KENWORTH SALES COMPANY</b>											
01205	1	#01205W4624 T-800 BRAKE REPAIRS	Invoice	10/10/2023	11/13/2023	3,127.65	3,127.65	200-60-41415		1123	1

Posting period: 11/23

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period	Separate Check
Total 806 KENWORTH SALES COMPANY:											
<b>6541 KOUDELKA TIRE LLC</b>											
000042	1	#000042 HPD TIRES BALANCE AND MOUNT	Invoice	09/26/2023	11/13/2023	930.00	930.00	100-25-41415		1123	1
Total 6541 KOUDELKA TIRE LLC: 930.00 930.00											
<b>1728 KUBWATER RESOURCES</b>											
12101	1	ZETAG 8868 FS POLYMER WW	Invoice	10/27/2023	11/13/2023	12,473.92	12,473.92	210-70-41791		1123	1
Total 1728 KUBWATER RESOURCES: 12,473.92 12,473.92											
<b>386 L.L. GREENS</b>											
A72004	1	A720047 PARKS IRRIGN BLOW OUT SUPPLIES	Invoice	10/19/2023	11/13/2023	11.27	11.27	100-50-41405		1023	1
A72017	1	A720175 SANDING SPONGE	Invoice	10/20/2023	11/13/2023	27.98	27.98	100-50-41405		1023	1
A72033	1	A720337 PARKS BLOWOUTS - GALV. COUPLING	Invoice	10/21/2023	11/13/2023	13.16	13.16	100-50-41405		1023	1
A72061	1	A720615 Library - batteries for translator	Invoice	10/24/2023	11/13/2023	11.99	11.99	100-45-41215		1123	1
A72073	1	A720739 Paint and Stencils	Invoice	10/25/2023	11/13/2023	27.97	27.97	100-55-41215		1023	1
A72118	1	A721180 PARKS DEPT. HAND TRUCK	Invoice	10/30/2023	11/13/2023	154.99	154.99	100-50-41405		1023	1
A72128	1	A721286 PW Cleaning - WELCOME CENTER CLEA	Invoice	10/31/2023	11/13/2023	3.49	3.49	100-50-41603		1123	1
B42175	1	#B421755 MOUSE TRAPS	Invoice	10/20/2023	11/13/2023	6.99	6.99	200-60-41413		1023	1
B42179	1	B421798 HOP PORTER - BRUSH, MIXING CONTAI	Invoice	10/20/2023	11/13/2023	8.48	8.48	100-50-41405		1023	1
B42214	1	# B422141 Paint supplies	Invoice	10/25/2023	11/13/2023	4.49	4.49	100-55-41215		1123	1
B42255	1	B422555 PACKAGE WRAP	Invoice	10/31/2023	11/13/2023	107.97	107.97	100-40-41405		1123	1
B42263	1	#B422634 HEATERS WW	Invoice	11/01/2023	11/13/2023	51.98	51.98	210-70-41403		1123	1
B42309	1	# B423090 Tool Holder	Invoice	11/07/2023	11/13/2023	23.98	23.98	100-55-41215		1123	1
B42313	1	# B423136 Paracord	Invoice	11/07/2023	11/13/2023	10.99	10.99	100-55-41215		1123	1
D75356	1	D75356 HOP PORTER PARK SUPPLIES	Invoice	10/19/2023	11/13/2023	59.82	59.82	100-50-41405		1023	1
D75458	1	D75458 OLD CUTTERS KEY	Invoice	10/23/2023	11/13/2023	6.87	6.87	100-50-41405		1023	1
D75651	1	#D75651 MOUSE TRAPS	Invoice	10/28/2023	11/13/2023	8.49	8.49	200-60-41413		1023	1
Total 386 L.L. GREENS: 540.91 540.91											
<b>227 L.N. CURTIS AND SONS</b>											
INV754	1	INV#754493 WALLACE UNIFORM	Invoice	10/11/2023	11/13/2023	127.63	127.63	100-25-41703		1123	1
INV757	1	#757668 RIDGE PANTS	Invoice	10/23/2023	11/13/2023	91.56	91.56	100-25-41703		1123	1
Total 227 L.N. CURTIS AND SONS: 219.19 219.19											



Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period	Separate Check
<b>2356 LARSEN FIRE APPARATUS SERVICE</b>											
3058	1	INV # 3058 Annual Pump Testing	Invoice	10/11/2023	11/13/2023	1,185.00	1,185.00	100-55-41405		1123	1
Total 2356 LARSEN FIRE APPARATUS SERVICE:						1,185.00	1,185.00				
<b>6376 LEONARDO PADILLA SACHA</b>											
11/03/2	1	Invoice Library Language Program PMD	Invoice	11/03/2023	11/13/2023	450.00	450.00	100-45-41326		1123	1
Total 6376 LEONARDO PADILLA SACHA:						450.00	450.00				
<b>366 LES SCHWAB TIRE CENTER</b>											
117008	1	Inv # 11700839016 Flat Tire	Invoice	10/18/2023	11/13/2023	134.99	134.99	100-55-41415		1023	1
117008	1	Inv # 11700842255 Winter Changeover	Invoice	11/02/2023	11/13/2023	99.96	99.96	100-55-41415		1123	1
Total 366 LES SCHWAB TIRE CENTER:						234.95	234.95				
<b>547 LES SCHWAB TIRE CENTER - STREETS</b>											
117008	1	11700837657 #4021 PW STRK TIRES	Invoice	10/12/2023	11/13/2023	799.84	799.84	100-40-41405		1123	1
117008	1	11700838298 FORD EXPLORER TIRES	Invoice	10/14/2023	11/13/2023	411.93	411.93	100-42-41415		1123	1
117008	2	11700838298 FORD EXPLORER TIRES	Invoice	10/14/2023	11/13/2023	411.93	411.93	200-42-41415		1123	1
117008	3	11700838298 FORD EXPLORER TIRES	Invoice	10/14/2023	11/13/2023	411.94	411.94	210-42-41415		1123	1
117008	1	11700839104 #4025 TIRES	Invoice	10/19/2023	11/13/2023	774.48	774.48	100-40-41415		1023	1
Total 547 LES SCHWAB TIRE CENTER - STREETS:						2,810.12	2,810.12				
<b>120 LOCAL HIGHWAY TECHNICAL ASSISTANCE COUNCIL</b>											
T21024	1	T210242023RM-2 T2 CENTER CLASSES - ROADW	Invoice	10/26/2023	11/13/2023	120.00	120.00	100-40-41723		1123	1
Total 120 LOCAL HIGHWAY TECHNICAL ASSISTANCE COUNCIL:						120.00	120.00				
<b>2088 LOMAX, EDNA MARIAN</b>											
11/02/2	1	Refund CR bal. 13331 Flowing Wells	Invoice	11/03/2023	11/13/2023	1,000.00	1,000.00	100-00-15110		1123	1
Total 2088 LOMAX, EDNA MARIAN:						1,000.00	1,000.00				
<b>50590 LZ CORP</b>											
11/02/2	1	200 Moain Stret S Deposit Refund	Invoice	11/03/2023	11/13/2023	164.52	164.52	200-00-20314		1123	1
Total 50590 LZ CORP:						164.52	164.52				

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period	Separate Check
<b>928 MAGIC VALLEY LABS, INC.</b>											
29435	1	#29435 DRINKING WATER SAMPLES	Invoice	10/27/2023	11/13/2023	216.00	216.00	200-60-41795		1023	1
29435	2	#29435 INDIAN CREEK SAMPLES	Invoice	10/27/2023	11/13/2023	248.00	248.00	200-60-41795		1023	1
29435	3	#29435 CONSTRUCTION SAMPLES	Invoice	10/27/2023	11/13/2023	48.00	48.00	200-60-41795		1023	1
29436	1	#29436 EFFLUENT SAMPLES WW	Invoice	10/27/2023	11/13/2023	1,173.00	1,173.00	210-70-41795		1123	1
Total 928 MAGIC VALLEY LABS, INC.:						1,685.00	1,685.00				
<b>4495 MIDWEST TAPE LLC</b>											
504449	1	0504449339 10.05.2023 MEDIA	Invoice	10/05/2023	11/13/2023	278.13	278.13	100-45-41535		1123	1
504482	1	0504482341 10.12.2023 MEDIA	Invoice	10/12/2023	11/13/2023	79.21	79.21	100-45-41535		1123	1
504514	1	0504514427 10.19.2023 MEDIA	Invoice	10/19/2023	11/13/2023	77.96	77.96	100-45-41535		1123	1
504552	1	0504552498 10.27.2023 MEDIA	Invoice	10/27/2023	11/13/2023	17.24	17.24	100-45-41535		1123	1
Total 4495 MIDWEST TAPE LLC:						452.54	452.54				
<b>1009 MINERT &amp; ASSOCIATES, INC.</b>											
327058	1	327058 COLLECTION FEE, DOT DRUG TEST - STS	Invoice	11/06/2023	11/13/2023	424.00	424.00	100-40-41747		1123	1
Total 1009 MINERT & ASSOCIATES, INC.:						424.00	424.00				
<b>4585 MOUNTAIN EQUIPMENT TECHNOLOGY</b>											
3705	1	#3705 RADARS FOR PLANT/PROGRAMMING OF	Invoice	11/07/2023	11/13/2023	14,360.50	14,360.50	210-70-41401		1123	1
Total 4585 MOUNTAIN EQUIPMENT TECHNOLOGY:						14,360.50	14,360.50				
<b>5036 MOUNTAIN RIDES TRANSPORTATION AUTHORITY</b>											
12360	1	FY24 1st Quarter	Invoice	11/01/2023	11/13/2023	24,000.00	24,000.00	100-10-41707		1123	1
Total 5036 MOUNTAIN RIDES TRANSPORTATION AUTHORITY:						24,000.00	24,000.00				
<b>251 NAPA AUTO PARTS</b>											
165148	1	165148 #4101 HEAT SHRINK TUBING HEAVY WAL	Invoice	10/16/2023	11/13/2023	51.96	51.96	100-40-41405		1023	1
165229	1	165229 BLOW GUN, ROLL HEAD PRY BAR, TIRE I	Invoice	10/17/2023	11/13/2023	259.51	259.51	100-40-41423		1023	1
165499	1	165499 #4101 HYD FUL, OIL FILTER, AIR FILTER, F	Invoice	10/18/2023	11/13/2023	172.63	172.63	100-40-41415		1023	1
165586	1	165586 #4101 OIL FILTER	Invoice	10/19/2023	11/13/2023	14.16	14.16	100-40-41415		1023	1
165910	1	165910 COOLANT HOSE, U-JOINT UNIVERSAL JOI	Invoice	10/23/2023	11/13/2023	116.91	116.91	100-40-41405		1023	1
166355	1	166355 #4051 TAPE, CERTIFICATE HOLDER	Invoice	10/26/2023	11/13/2023	81.17	81.17	100-40-41405		1023	1
166420	1	#166420 RV ANTIFREEZE FOR VAC TRAILER	Invoice	10/26/2023	11/13/2023	23.96	23.96	200-60-41415		1023	1
166420	2	#166420 DIESEL ADDITIVE	Invoice	10/26/2023	11/13/2023	33.98	33.98	200-60-41415		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 251 NAPA AUTO PARTS:											
<b>307 NORTH CENTRAL LABORATORIES</b>											
494535	1	#494535 LAB EQUIPMENT WW	Invoice	10/20/2023	11/13/2023	1,014.99	1,014.99	210-70-41795		1123	1
494957	1	#494957 QA/QC STANDARD WW	Invoice	10/30/2023	11/13/2023	55.50	55.50	210-70-41795		1123	1
Total 307 NORTH CENTRAL LABORATORIES: 1,070.49											
<b>257 NORTHWEST EQUIPMENT SALES, INC</b>											
187899	1	187899TP STROBE	Invoice	10/30/2023	11/13/2023	220.33	220.33	100-40-41405		1123	1
187984	1	187984TP TLED - W24A26	Invoice	11/02/2023	11/13/2023	415.60	415.60	100-40-41405		1123	1
Total 257 NORTHWEST EQUIPMENT SALES, INC: 635.93											
<b>401 OHIO GULCH TRANSFER STATION</b>											
268600	1	Ticket # 268600 Transfer	Invoice	10/25/2023	11/13/2023	5.00	5.00	100-55-41717		1023	1
Total 401 OHIO GULCH TRANSFER STATION: 5.00											
<b>50387 OLD CUTTERS HOMEOWNERS ASSOC.</b>											
2944	1	2944 55% POWER BILL OCT. 2023	Invoice	10/13/2023	11/13/2023	183.90	183.90	100-50-41717		1023	1
Total 50387 OLD CUTTERS HOMEOWNERS ASSOC.: 183.90											
<b>50298 O'REILLY AUTO PARTS</b>											
4635-3	1	4635-366884 PARKS BATHROOMS - ANTIFREEZE	Invoice	10/10/2023	11/13/2023	77.88	77.88	100-50-41405		1023	1
4635-3	1	4635-367357 #4000 LIGHTNING HEADACHE DZ950	Invoice	10/12/2023	11/13/2023	551.99	551.99	100-40-41415		1123	1
4635-3	1	4635-367366 HDLT RESTORE #EXPLORER	Invoice	10/12/2023	11/13/2023	25.51	25.51	100-40-41415		1123	1
4635-3	1	4635-367375 MUD FLAPS #4000 LIGHTNING	Invoice	10/12/2023	11/13/2023	107.62	107.62	100-40-41415		1123	1
4635-3	1	4635-367428 CAPSULE #EXPLORER	Invoice	10/12/2023	11/13/2023	95.49	95.49	100-40-41415		1123	1
4635-3	1	4635-368385 BRAIDED LOOM - #4101 KODIAK	Invoice	10/16/2023	11/13/2023	23.99	23.99	100-40-41405		1123	1
4635-3	1	#4635-368673 BATTERY BLANKET FOR BACKHOE	Invoice	10/17/2023	11/13/2023	244.32	244.32	210-70-41415		1123	1
4635-3	1	#4635368676 BATT CABLES FOR BACKHOE WW	Invoice	10/17/2023	11/13/2023	27.98	27.98	210-70-41415		1123	1
4635-3	1	4635-368678 #4022 INT. HANDRAIL, WIPER BLADE	Invoice	10/17/2023	11/13/2023	98.76	98.76	100-40-41415		1123	1
4635-3	1	4635-369262 #4002 RANGER - FLOOR MATS, SEA	Invoice	10/19/2023	11/13/2023	89.97	89.97	100-40-41415		1123	1
4635-3	1	INV # 4635-370647 Air Chuck	Invoice	10/24/2023	11/13/2023	7.60	7.60	100-55-41215		1023	1
4635-3	1	INV # 4635-370892 Battery	Invoice	10/25/2023	11/13/2023	149.50	149.50	100-55-41421		1023	1
4635-3	1	4635-370893 CR CORE RETURN	Invoice	10/25/2023	11/13/2023	10.00-	10.00-	100-55-41421		1023	1
4635-3	1	#4635-370944 DIESEL TREATMENT FOR EQUIPME	Invoice	10/25/2023	11/13/2023	167.96	167.96	210-70-41415		1123	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
4635-3	1	4635-370955 ANTIFREEZE	Invoice	10/25/2023	11/13/2023	77.88	77.88	100-50-41405		1023	1
4635-3	1	4635-371165 #4003 - WIPER BLADES, STABILIZER	Invoice	10/26/2023	11/13/2023	49.37	49.37	100-40-41405		1123	1
4635-3	1	INV # 4635-71192 Booster Cables	Invoice	10/26/2023	11/13/2023	117.98	117.98	100-55-41405		1023	1
4635-3	1	INV # 4635-372576 Battery Return	Invoice	10/31/2023	11/13/2023	48.78	48.78	100-55-41415		1123	1
4635-3	1	4635-372849 #5002 MEGACRIMP, HYD HOSE	Invoice	11/01/2023	11/13/2023	51.77	51.77	100-40-41405		1123	1
4635-3	1	#4635-373367 SOLENOID, PRIMARY WIRE X2, PU	Invoice	11/03/2023	11/13/2023	135.94	135.94	100-55-41215		1123	1
4635-3	1	INV # 4635-373373 Return	Invoice	11/03/2023	11/13/2023	32.97	32.97	100-55-41215		1123	1
4635-3	1	INV # 4635-374110 DEF	Invoice	11/06/2023	11/13/2023	55.98	55.98	100-55-41415		1123	1
Total 50298 O'REILLY AUTO PARTS:						2,065.74	2,065.74				
<b>6217 OVERDRIVE</b>											
03040C	1	03040CO23379590 10.16.2023 ADVANTAGE	Invoice	10/16/2023	11/13/2023	469.68	469.68	100-45-41535		1023	1
577160	1	03040CO23383474 10.18.2023 ID8	Invoice	10/18/2023	11/13/2023	27.50	27.50	100-45-41535		1023	1
Total 6217 OVERDRIVE:						497.18	497.18				
<b>520 PACIFIC STEEL &amp; RECYCLING</b>											
848855	1	23 SNOWBUCKET - 4 X 4 X 1/2 STEEL	Invoice	09/11/2023	11/13/2023	897.91	897.91	100-40-41405		1323	1
Total 520 PACIFIC STEEL & RECYCLING:						897.91	897.91				
<b>4652 PETERSON, TRAVIS</b>											
2023 W	1	WATER DISTRIBUTION 1&2 REVIEW PER DIEM	Invoice	10/23/2023	11/13/2023	147.50	147.50	200-60-41724		1123	1
545121	1	REIMBURSEMENT FOR WATER LICENCE EXAM	Invoice	10/25/2023	11/13/2023	104.00	104.00	200-60-41723		1023	1
Total 4652 PETERSON, TRAVIS:						251.50	251.50				
<b>377 PITNEYBOWES GLOBAL FINANCIAL SERVICE LLC</b>											
331823	1	# 3318237625 Green DM400C Mailing System	Invoice	10/29/2023	11/13/2023	147.33	147.33	100-15-41775		1123	1
331823	2	# 3318237625 Green DM400C Mailing System	Invoice	10/29/2023	11/13/2023	147.33	147.33	200-15-41775		1123	1
331823	3	# 3318237625 Green DM400C Mailing System	Invoice	10/29/2023	11/13/2023	147.33	147.33	210-15-41775		1123	1
Total 377 PITNEYBOWES GLOBAL FINANCIAL SERVICE LLC:						441.99	441.99				
<b>438 PLATT</b>											
40098	1	#4009842 TWINE ROLL WW	Invoice	10/31/2023	11/13/2023	97.81	97.81	210-70-41419		1123	1
40148	1	#4014875 CLEARGLIDE WIRE LUBE WW	Invoice	11/01/2023	11/13/2023	13.33	13.33	210-70-41413		1123	1
5Z1270	1	#5Z12705 RIVET GUN TOOL KIT	Invoice	10/25/2023	11/13/2023	429.00	429.00	200-60-41405		1023	1
5Z1270	2	#5Z12705 ROTARY TOOL	Invoice	10/25/2023	11/13/2023	99.00	99.00	200-60-41405		1023	1

Posting period: 11/23

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 438 PLATT:											
<b>8576 PRIORITY ONE HOME CLEANING SERVICES</b>											
09/21-1	1	008 Sept. 21 - Oct. 6 Cleaning - CITY HALL, HPD, W	Invoice	10/27/2023	11/13/2023	596.66	596.66	100-42-41413		1023	1
09/21-1	2	008 Sept. 21 - Oct. 6 Cleaning - CITY HALL, HPD, W	Invoice	10/27/2023	11/13/2023	596.67	596.67	200-42-41413		1023	1
09/21-1	3	008 Sept. 21 - Oct. 6 Cleaning - CITY HALL, HPD, W	Invoice	10/27/2023	11/13/2023	596.67	596.67	210-42-41413		1023	1
09/21-1	4	008 Sept. 21 - Oct. 6 Cleaning - WASTEWATER	Invoice	10/27/2023	11/13/2023	150.00	150.00	210-70-41413		1023	1
09/21-1	5	008 Sept. 21 - Oct. 6 Cleaning - WATER	Invoice	10/27/2023	11/13/2023	150.00	150.00	200-60-41413		1023	1
09/21-1	6	008 Sept. 21 - Oct. 6 Cleaning - ST SHOP	Invoice	10/27/2023	11/13/2023	360.00	360.00	100-40-41413		1023	1
Total 8576 PRIORITY ONE HOME CLEANING SERVICES: 2,450.00 2,450.00											
<b>338 RANCHER'S SUPPLY</b>											
9709/1	1	#9709/1 RUBBER MATS FOR RIVER LS WW	Invoice	10/25/2023	11/13/2023	197.97	197.97	210-70-41403		1123	1
Total 338 RANCHER'S SUPPLY: 197.97 197.97											
<b>6530 REBECCA F. BUNDY, ARCHITECT, PLLC</b>											
2023.0	1	Invoice# 2023.02 November Cottage Housing	Invoice	11/01/2023	11/13/2023	1,678.75	1,678.75	100-20-41313		1123	1
Total 6530 REBECCA F. BUNDY, ARCHITECT, PLLC: 1,678.75 1,678.75											
<b>5253 RED LION HOTEL</b>											
136690	1	#136690840 HOTEL STAY - TRAVIS PETERSON	Invoice	10/31/2023	11/13/2023	214.00	214.00	200-60-41724		1123	1
Total 5253 RED LION HOTEL: 214.00 214.00											
<b>6553 RIVER STREET TOWNHOMES OWNERS</b>											
10/27/2	1	#00263556 - 10/27/2023 Quarterly Operating Dues	Invoice	10/27/2023	11/13/2023	501.01	501.01	100-10-41547		1323	1
10/27/2	2	#00263556 - 10/27/2023 Quarterly Operating Dues	Invoice	10/27/2023	11/13/2023	250.50	250.50	200-10-41547		1323	1
10/27/2	3	#00263556 - 10/27/2023 Quarterly Operating Dues	Invoice	10/27/2023	11/13/2023	250.50	250.50	210-10-41547		1323	1
Total 6553 RIVER STREET TOWNHOMES OWNERS: 1,002.01 1,002.01											
<b>4635 ROPES END PROPERTY SERVICES LLC</b>											
11596	1	Inv # 11596 Rodent Contrl	Invoice	11/06/2023	11/13/2023	95.00	95.00	100-55-41325		1123	1
Total 4635 ROPES END PROPERTY SERVICES LLC: 95.00 95.00											

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period	Separate Check
<b>5129 RUSH TRUCK CENTERS OF ID INC</b>											
303468	1	3034686985 SHOP - BRAKE CLEANER, GLASS CL	Invoice	10/27/2023	11/13/2023	95.64	95.64	100-40-41405		1023	1
Total 5129 RUSH TRUCK CENTERS OF ID INC:						95.64	95.64				
<b>1608 SAFETY SUPPLY &amp; SIGN</b>											
186527	1	186527 DELINEATOR, BLACK BASE FOR POSTS,	Invoice	09/07/2023	11/13/2023	1,369.47	1,369.47	100-40-41403		1023	1
Total 1608 SAFETY SUPPLY & SIGN:						1,369.47	1,369.47				
<b>2124 SAWTOOTH PAINT &amp; AIRLESS, INC.</b>											
Z3J7P	1	Z3J7P ENCORE 1 QT CONTAINER, TRIMACO	Invoice	10/04/2023	11/13/2023	23.43	23.43	100-40-41405		1023	1
Total 2124 SAWTOOTH PAINT & AIRLESS, INC.:						23.43	23.43				
<b>4330 SCANLON, OWEN</b>											
P&Z ST	1	P&Z Stipend 11/06/2023	Invoice	11/06/2023	11/13/2023	100.00	100.00	100-10-41313		1123	1
P&Z ST	2	1 PZ Stipend	Invoice	11/06/2023	11/13/2023	50.00	50.00	200-10-41313		1123	1
P&Z ST	3	2 PZ Stipend	Invoice	11/06/2023	11/13/2023	50.00	50.00	210-10-41313		1123	1
Total 4330 SCANLON, OWEN:						200.00	200.00				
<b>2390 SCHINDLER ELEVATOR CORPORATION</b>											
810639	1	8106396938 ELEVATOR QUARTERLY BILLING 11/1/	Invoice	11/01/2023	11/13/2023	252.28	252.28	100-42-41325		1123	1
810639	2	8106396938 ELEVATOR QUARTERLY BILLING 11/1/	Invoice	11/01/2023	11/13/2023	252.29	252.29	200-42-41325		1123	1
810639	3	8106396938 ELEVATOR QUARTERLY BILLING 11/1/	Invoice	11/01/2023	11/13/2023	252.29	252.29	210-42-41325		1123	1
Total 2390 SCHINDLER ELEVATOR CORPORATION:						756.86	756.86				
<b>2834 SCHWARZ, STEPHEN</b>											
2023 ID	1	PER DIEM 2023 ID LOCAL TRANSPORTATION CO	Invoice	10/16/2023	11/13/2023	162.75	162.75	100-40-41724		1123	1
2023 ID	2	PER DIEM 2023 ID LOCAL TRANSPORTATION CO	Invoice	10/16/2023	11/13/2023	182.09	182.09	100-40-41724		1123	1
Total 2834 SCHWARZ, STEPHEN:						344.84	344.84				
<b>1098 SENTINEL FIRE &amp; SECURITY</b>											
93047	1	93047 QUARTERLY MONITORING - CITY HALL	Invoice	11/01/2023	11/13/2023	14.00	14.00	100-42-41325		1123	1
93047	2	93047 QUARTERLY MONITORING - CITY HALL	Invoice	11/01/2023	11/13/2023	14.00	14.00	200-42-41325		1123	1
93047	3	93047 QUARTERLY MONITORING - CITY HALL	Invoice	11/01/2023	11/13/2023	14.00	14.00	210-42-41325		1123	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:											
						42.00	42.00				
<b>5746 SHOP EQUIPMENT SPECIALTIES LLC</b>											
513273	1	513273 WASTE OIL FURNACE SERVICING	Invoice	10/08/2023	11/13/2023	847.72	847.72	100-40-41413		1123	1
Total 5746 SHOP EQUIPMENT SPECIALTIES LLC:											
						847.72	847.72				
<b>4910 SHRED-IT USA</b>											
800506	1	document shredding contract inv. 8005065673	Invoice	10/25/2023	11/13/2023	40.54	40.54	100-15-41323		1123	1
800506	2	document shredding contract inv. 8005065673	Invoice	10/25/2023	11/13/2023	40.54	40.54	200-15-41323		1123	1
800506	3	document shredding contract inv. 8005065673	Invoice	10/25/2023	11/13/2023	40.54	40.54	210-15-41323		1123	1
Total 4910 SHRED-IT USA:											
						121.62	121.62				
<b>5494 SILVER CREEK SUPPLY</b>											
001286	1	0012868184-001 HOP PORTER - PVC MALE ADAP	Invoice	09/27/2023	11/13/2023	173.00	173.00	100-50-41405		1323	1
001287	1	0012870655-001 HOP PORTER - PVC ADAPTER	Invoice	09/27/2023	11/13/2023	2.69	2.69	100-50-41405		1323	1
001307	1	0013079482-001 BLOWOUTS -BRASS BALL VALVE	Invoice	10/13/2023	11/13/2023	16.90	16.90	100-50-41405		1023	1
001310	1	#0013101574-001 PVC FITTINGS WW	Invoice	10/16/2023	11/13/2023	39.67	39.67	210-70-41419		1123	1
001310	1	#0013101896-001 24" ALUM PIPE WRENCH WW	Invoice	10/16/2023	11/13/2023	104.00	104.00	210-70-41423		1123	1
001314	1	0013142764-001 IRRIGATION - PIPE WRENCH	Invoice	10/19/2023	11/13/2023	120.00	120.00	100-50-41405		1023	1
001320	1	#0013204740-001 IRR'G PARTS	Invoice	10/24/2023	11/13/2023	1.44	1.44	200-60-41403		1123	1
Total 5494 SILVER CREEK SUPPLY:											
						457.70	457.70				
<b>1239 SIMMS LAW PLLC</b>											
OCTOB	1	professional services - October 2023	Invoice	11/01/2023	11/13/2023	1,870.52	1,870.52	100-15-41313		1123	1
OCTOB	2	professional services - October 2023	Invoice	11/01/2023	11/13/2023	1,870.52	1,870.52	200-15-41313		1123	1
OCTOB	3	professional services - October 2023	Invoice	11/01/2023	11/13/2023	1,870.51	1,870.51	210-15-41313		1123	1
OCTOB	4	professional services Cat L- October 2023	Invoice	11/01/2023	11/13/2023	276.85	276.85	100-15-41313	23.15.0003.1	1123	1
OCTOB	5	professional services Cat L- October 2023	Invoice	11/01/2023	11/13/2023	276.85	276.85	200-15-41313	23.15.0003.1	1123	1
OCTOB	6	professional services Cat L- October 2023	Invoice	11/01/2023	11/13/2023	276.85	276.85	210-15-41313	23.15.0003.1	1123	1
Total 1239 SIMMS LAW PLLC:											
						6,442.10	6,442.10				
<b>50596 St. Luke's Health System</b>											
3717	1	INV # 3717 BLS Provider	Invoice	11/06/2023	11/13/2023	72.00	72.00	100-55-41723		1123	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 50596 St. Luke's Health System:											
<b>1506 STANDARD PLUMBING SUPPLY</b>											
UTH11	1	#UTH113 BRASS ELBOW	Invoice	10/24/2023	11/13/2023	17.01	17.01	200-60-41405		1023	1
UTHW0	1	#UTHW05 1/2" PARTS FOR PLANT WW	Invoice	10/24/2023	11/13/2023	77.31	77.31	210-70-41401		1123	1
Total 1506 STANDARD PLUMBING SUPPLY:											
<b>50446 STONE, DUSTIN</b>											
P&Z ST	1	P&Z Stipend 11/06/2023	Invoice	11/06/2023	11/13/2023	100.00	100.00	100-10-41313		1123	1
P&Z ST	2	1 PZ Stipend	Invoice	11/06/2023	11/13/2023	50.00	50.00	200-10-41313		1123	1
P&Z ST	3	2 PZ Stipend	Invoice	11/06/2023	11/13/2023	50.00	50.00	210-10-41313		1123	1
Total 50446 STONE, DUSTIN:											
<b>6588 THE READING WAREHOUSE</b>											
228087	1	ReadySetGo Library Grant - preK & Kinder books	Invoice	10/04/2023	11/13/2023	2,369.10	2,369.10	100-45-41549	24.45.0001.1	1023	1
Total 6588 THE READING WAREHOUSE:											
<b>6344 T-MOBILE</b>											
10/21/2	1	ACCOUNT # 975934298 HPD CELL PHONES	Invoice	10/21/2023	11/13/2023	341.51	341.51	100-25-41711		1123	1
Total 6344 T-MOBILE:											
<b>2817 UNITED OIL</b>											
103007	1	1030071 FUEL CHARGES PARKS	Invoice	10/15/2023	11/13/2023	373.53	373.53	100-50-41719		1023	1
103007	1	Inv # 1030072 HFD FUEL	Invoice	10/15/2023	11/13/2023	277.40	277.40	100-55-41719		1023	1
103007	1	#1030073 HPD GAS	Invoice	10/15/2023	11/13/2023	800.07	800.07	100-25-41719		1123	1
103007	1	1030074 FUEL CHARGES STS	Invoice	10/15/2023	11/13/2023	692.51	692.51	100-40-41719		1023	1
103007	1	#1030075 PUMPED VEHICLE FUEL W.	Invoice	10/15/2023	11/13/2023	505.16	505.16	200-60-41719		1023	1
103007	1	#1030076 PUMPED FUEL WW	Invoice	10/15/2023	11/13/2023	111.75	111.75	210-70-41719		1123	1
103108	1	1031081 FUEL CHARGES PARKS	Invoice	10/31/2023	11/13/2023	466.57	466.57	100-50-41719		1123	1
103108	1	Inv # 1031082 HFD FUEL	Invoice	10/31/2023	11/13/2023	320.85	320.85	100-55-41719		1123	1
103108	1	#1031083 HPD GAS	Invoice	10/31/2023	11/13/2023	884.07	884.07	100-25-41719		1123	1
103108	1	1031084 FUEL CHARGES STS	Invoice	10/31/2023	11/13/2023	840.03	840.03	100-40-41719		1123	1
103108	1	#1031085 PUMPED VEHICLE FUEL W.	Invoice	10/31/2023	11/13/2023	449.87	449.87	200-60-41719		1123	1
103108	1	#1031086 PUMPED FUEL WW	Invoice	10/31/2023	11/13/2023	76.35	76.35	210-70-41719		1123	1

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period	Separate Check
Total 2817 UNITED OIL:											
<b>22444 USA BLUE BOOK</b>											
INV001	1	#INV00167556 METAL DETECTOR	Invoice	10/17/2023	11/13/2023	873.41	873.41	200-60-41405		1123	1
INV001	1	#INV00168907 DEEP SOCKET	Invoice	10/18/2023	11/13/2023	39.95	39.95	200-60-41405		1123	1
INV001	2	#INV00168907 DEEP SOCKET	Invoice	10/18/2023	11/13/2023	22.37	22.37	200-60-41405		1123	1
Total 22444 USA BLUE BOOK: 935.73											
<b>2020 VALLEY WIDE COOPERATIVE</b>											
073641	1	073641/9 WORK GLOVES	Invoice	10/30/2023	11/13/2023	14.99	14.99	100-40-41405		1123	1
073659	1	#073659/9 3/4" HEATER HOSE WW	Invoice	10/30/2023	11/13/2023	16.45	16.45	210-70-41419		1123	1
073715	1	073715/9 PROPANE	Invoice	11/01/2023	11/13/2023	31.34	31.34	100-40-41719		1123	1
73865/	1	#73865/9 N.W. COVERALLS WW	Invoice	11/06/2023	11/13/2023	105.99	105.99	210-70-41703		1123	1
Total 2020 VALLEY WIDE COOPERATIVE: 168.77											
<b>6599 VEGA AMERICAS, INC</b>											
479644	1	#479644 MOUNTING BRACKETS FOR CL2 LEVEL	Invoice	06/27/2023	11/13/2023	681.00	681.00	200-60-41401		1323	1
Total 6599 VEGA AMERICAS, INC: 681.00											
<b>4004 WAXIE SANITARY SUPPLY</b>											
820487	1	82048769 CITY HALL CLEANING SUPPLIES	Invoice	10/18/2023	11/13/2023	27.66	27.66	100-42-41413		1023	1
820487	2	82048769 CITY HALL CLEANING SUPPLIES	Invoice	10/18/2023	11/13/2023	27.66	27.66	200-42-41413		1023	1
820487	3	82048769 CITY HALL CLEANING SUPPLIES	Invoice	10/18/2023	11/13/2023	27.66	27.66	210-42-41413		1023	1
820487	1	82048772 PARKS CLEANING SUPPLIES	Invoice	10/18/2023	11/13/2023	537.24	537.24	100-50-41405		1023	1
820487	1	82048786 CITY HALL CLEANING SUPPLIES	Invoice	10/18/2023	11/13/2023	32.54	32.54	100-42-41413		1023	1
820487	2	82048786 CITY HALL CLEANING SUPPLIES	Invoice	10/18/2023	11/13/2023	32.55	32.55	200-42-41413		1023	1
820487	3	82048786 CITY HALL CLEANING SUPPLIES	Invoice	10/18/2023	11/13/2023	32.55	32.55	210-42-41413		1023	1
820548	1	82054866 PARKS CLEANING SUPPLIES	Invoice	10/20/2023	11/13/2023	187.14	187.14	100-50-41405		1023	1
820548	1	82054899 CITY HALL CLEANING SUPPLIES	Invoice	10/20/2023	11/13/2023	24.06	24.06	100-42-41413		1023	1
820548	2	82054899 CITY HALL CLEANING SUPPLIES	Invoice	10/20/2023	11/13/2023	24.07	24.07	200-42-41413		1023	1
820548	3	82054899 CITY HALL CLEANING SUPPLIES	Invoice	10/20/2023	11/13/2023	24.07	24.07	210-42-41413		1023	1
Total 4004 WAXIE SANITARY SUPPLY: 977.20											
<b>368 WESTERN STATES CAT</b>											
IN0025	1	IN002577804 PIN, SOCKET, BLADE	Invoice	10/27/2023	11/13/2023	314.40	314.40	100-40-41405		1123	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 368 WESTERN STATES CAT:				763.02	763.02				
<b>50580 WIELAND, MATTHEW</b>											
11/02/2	1	Credit Balance Refund: 3071 Shenandoah	Invoice	11/03/2023	11/13/2023	57.08	57.08	100-00-15110		1123	1
		Total 50580 WIELAND, MATTHEW:				57.08	57.08				
<b>2487 WILLIAMS, EMILY</b>											
2023 T	1	October 2023 Conference Mileage Reimb	Invoice	10/17/2023	11/13/2023	61.79	61.79	100-42-41723		1123	1
2023 T	2	October 2023 Conference Mileage Reimb	Invoice	10/17/2023	11/13/2023	61.79	61.79	200-42-41723		1123	1
2023 T	3	October 2023 Conference Mileage Reimb	Invoice	10/17/2023	11/13/2023	61.79	61.79	210-42-41723		1123	1
2023 T	1	October 2023 Conference Hotel Reimb PerDiem	Invoice	10/17/2023	11/13/2023	61.44	61.44	100-42-41723		1123	1
2023 T	2	October 2023 Conference Hotel Reimb PerDiem	Invoice	10/17/2023	11/13/2023	61.44	61.44	200-42-41723		1123	1
2023 T	3	October 2023 Conference Hotel Reimb PerDiem	Invoice	10/17/2023	11/13/2023	61.44	61.44	210-42-41723		1123	1
		Total 2487 WILLIAMS, EMILY:				369.69	369.69				
<b>2844 WINDOW WELDER</b>											
164091	1	164091 #4022 WINDSHIELD REPAIR/TINTING 2003	Invoice	10/19/2023	11/13/2023	285.14	285.14	100-40-41405		1023	1
		Total 2844 WINDOW WELDER:				285.14	285.14				
<b>4325 WINTER EQUIPMENT CO INC.</b>											
IV5686	1	IV56868 #SHOP PUSHER BOX STYLE SHOE CAST	Invoice	10/18/2023	11/13/2023	1,699.98	1,699.98	100-40-41771		1023	1
SO556	1	SO55668 PLOW GUARDS	Invoice	10/17/2023	11/13/2023	1,441.70	1,441.70	100-40-41405		1123	1
		Total 4325 WINTER EQUIPMENT CO INC.:				3,141.68	3,141.68				
<b>1942 YEAGER, BRIAN</b>											
2023 ID	1	2023 ID TRANSPORTATION CONV. per diem	Invoice	10/16/2023	11/13/2023	39.00	39.00	100-42-41724		1123	1
2023 ID	2	2023 ID TRANSPORTATION CONV. per diem	Invoice	10/16/2023	11/13/2023	39.00	39.00	200-42-41724		1123	1
2023 ID	3	2023 ID TRANSPORTATION CONV. per diem	Invoice	10/16/2023	11/13/2023	39.00	39.00	210-42-41724		1123	1
2023 ID	4	2023 ID TRANSPORTATION CONV. MILEAGE	Invoice	10/16/2023	11/13/2023	59.82	59.82	100-42-41724		1123	1
2023 ID	5	2023 ID TRANSPORTATION CONV. MILEAGE	Invoice	10/16/2023	11/13/2023	59.82	59.82	200-42-41724		1123	1
2023 ID	6	2023 ID TRANSPORTATION CONV. MILEAGE	Invoice	10/16/2023	11/13/2023	59.83	59.83	210-42-41724		1123	1
2023 ID	7	2023 ID TRANSPORTATION CONV. pARKING	Invoice	10/16/2023	11/13/2023	11.33	11.33	100-42-41724		1123	1
2023 ID	8	2023 ID TRANSPORTATION CONV. pARKING	Invoice	10/16/2023	11/13/2023	11.33	11.33	200-42-41724		1123	1

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period	Separate Check
2023 ID	9	2023 ID TRANSPORTATION CONV. pARKING	Invoice	10/16/2023	11/13/2023	11.34	11.34	210-42-41724		1123	1
2023 T	1	2023 TRANSPORTATION POLICY CONF. PER DIE	Invoice	10/16/2023	11/13/2023	32.50	32.50	100-42-41724		1123	1
2023 T	2	2023 TRANSPORTATION POLICY CONF. PER DIE	Invoice	10/16/2023	11/13/2023	32.50	32.50	200-42-41724		1123	1
2023 T	3	2023 TRANSPORTATION POLICY CONF. PER DIE	Invoice	10/16/2023	11/13/2023	32.50	32.50	210-42-41724		1123	1
2023 T	4	2023 TRANSPORTATION POLICY CONF. MILEAGE	Invoice	10/16/2023	11/13/2023	60.26	60.26	100-42-41724		1123	1
2023 T	5	2023 TRANSPORTATION POLICY CONF. MILEAGE	Invoice	10/16/2023	11/13/2023	60.26	60.26	200-42-41724		1123	1
2023 T	6	2023 TRANSPORTATION POLICY CONF. MILEAGE	Invoice	10/16/2023	11/13/2023	60.26	60.26	210-42-41724		1123	1

Total 1942 YEAGER, BRIAN: 608.75 608.75

Total: 937,270.02 937,270.02

Grand Totals: 937,270.02 937,270.02

Summary by General Ledger Account Number

GL Account Number	Debit	Credit	Net
100-00-15110	1,539.62	.00	1,539.62
100-00-20314	150.00	.00	150.00
100-00-20320	615.14	.00	615.14
100-00-20326	1,250.00	.00	1,250.00
100-00-20515	324,640.50	.00	324,640.50
100-00-32265	500.00	.00	500.00
100-10-41313	300.00	.00	300.00
100-10-41327	1,355.77	.00	1,355.77
100-10-41547	501.01	.00	501.01
100-10-41707	25,407.00	.00	25,407.00
100-10-41717	319.89	.00	319.89
100-15-41215	185.15	.00	185.15
100-15-41313	2,147.37	.00	2,147.37
100-15-41323	710.77	.00	710.77
100-15-41329	3,593.00	.00	3,593.00
100-15-41713	185.89	.00	185.89
100-15-41717	56.56	.00	56.56
100-15-41723	16.66	.00	16.66
100-15-41775	147.33	.00	147.33

Summary by General Ledger Account Number

GL Account Number	Debit	Credit	Net
100-20-41211	197.48	.00	197.48
100-20-41313	2,309.25	.00	2,309.25
100-20-41319	269.56	.00	269.56
100-20-41323	124.00	.00	124.00
100-20-41539	572.95	.00	572.95
100-20-41709	300.00	.00	300.00
100-20-41713	226.37	.00	226.37
100-25-41211	21.27	.00	21.27
100-25-41213	17.75	.00	17.75
100-25-41215	127.99	.00	127.99
100-25-41313	8,609.68	.00	8,609.68
100-25-41411	124.73	.00	124.73
100-25-41415	930.00	.00	930.00
100-25-41417	1,092.50	.00	1,092.50
100-25-41703	959.19	.00	959.19
100-25-41711	341.51	.00	341.51
100-25-41713	685.11	.00	685.11
100-25-41717	169.98	.00	169.98
100-25-41719	1,684.14	.00	1,684.14
100-40-41215	64.99	.00	64.99
100-40-41225	1,662.45	.00	1,662.45
100-40-41313	3,116.50	.00	3,116.50
100-40-41319	255.77	.00	255.77
100-40-41325	7,100.00	.00	7,100.00
100-40-41403	127,266.53	.00	127,266.53
100-40-41405	40,779.57	863.63-	39,915.94
100-40-41413	1,207.72	.00	1,207.72
100-40-41415	2,198.43	.00	2,198.43
100-40-41423	277.09	.00	277.09
100-40-41713	337.98	.00	337.98
100-40-41715	3,546.28	.00	3,546.28
100-40-41717	1,738.32	.00	1,738.32
100-40-41719	1,563.88	.00	1,563.88
100-40-41723	580.00	.00	580.00
100-40-41724	344.84	.00	344.84
100-40-41747	424.00	.00	424.00
100-40-41771	1,699.98	.00	1,699.98
100-42-41215	17.38	.00	17.38



Summary by General Ledger Account Number

GL Account Number	Debit	Credit	Net
100-42-41313	104.66	.00	104.66
100-42-41325	266.28	.00	266.28
100-42-41413	680.92	.00	680.92
100-42-41415	472.37	.00	472.37
100-42-41713	80.43	.00	80.43
100-42-41717	323.88	.00	323.88
100-42-41723	276.56	.00	276.56
100-42-41724	202.91	.00	202.91
100-45-41215	91.90	.00	91.90
100-45-41323	507.43	.00	507.43
100-45-41325	1,600.00	.00	1,600.00
100-45-41326	568.44	.00	568.44
100-45-41535	4,113.81	.00	4,113.81
100-45-41549	2,757.90	.00	2,757.90
100-45-41713	651.74	.00	651.74
100-45-41717	517.86	.00	517.86
100-50-41313	203.00	.00	203.00
100-50-41325	4,599.54	.00	4,599.54
100-50-41402	20,235.53	.00	20,235.53
100-50-41403	676.34	.00	676.34
100-50-41405	1,809.49	.00	1,809.49
100-50-41603	14.49	.00	14.49
100-50-41617	276.53	.00	276.53
100-50-41713	30.36	.00	30.36
100-50-41717	3,200.83	.00	3,200.83
100-50-41718	155.52	.00	155.52
100-50-41719	840.10	.00	840.10
100-55-41126	90.00	.00	90.00
100-55-41215	260.94	32.97-	227.97
100-55-41325	95.00	.00	95.00
100-55-41405	1,302.98	.00	1,302.98
100-55-41415	305.51	48.78-	256.73
100-55-41421	149.50	10.00-	139.50
100-55-41703	36.96	.00	36.96
100-55-41711	64.31	.00	64.31
100-55-41713	206.19	.00	206.19
100-55-41717	424.58	.00	424.58
100-55-41719	598.25	.00	598.25

Summary by General Ledger Account Number

GL Account Number	Debit	Credit	Net
100-55-41723	72.00	.00	72.00
120-40-41549	104,101.26	.00	104,101.26
120-50-41539	158.00	.00	158.00
200-00-20314	329.04	.00	329.04
200-10-41313	150.00	.00	150.00
200-10-41547	250.50	.00	250.50
200-15-41215	185.15	.00	185.15
200-15-41313	2,147.37	.00	2,147.37
200-15-41323	710.77	.00	710.77
200-15-41713	185.89	.00	185.89
200-15-41723	16.67	.00	16.67
200-15-41775	147.33	.00	147.33
200-42-41215	17.38	.00	17.38
200-42-41313	104.67	.00	104.67
200-42-41325	266.29	.00	266.29
200-42-41413	680.95	.00	680.95
200-42-41415	472.38	.00	472.38
200-42-41713	80.43	.00	80.43
200-42-41717	323.88	.00	323.88
200-42-41723	276.56	.00	276.56
200-42-41724	202.91	.00	202.91
200-60-41213	320.38	.00	320.38
200-60-41313	17,648.69	.00	17,648.69
200-60-41325	180.55	.00	180.55
200-60-41401	681.00	.00	681.00
200-60-41403	638.28	.00	638.28
200-60-41405	2,511.34	.00	2,511.34
200-60-41413	188.47	.00	188.47
200-60-41415	3,616.55	.00	3,616.55
200-60-41703	29.98	.00	29.98
200-60-41713	618.70	.00	618.70
200-60-41717	7,862.92	.00	7,862.92
200-60-41719	955.03	.00	955.03
200-60-41723	224.00	.00	224.00
200-60-41724	361.50	.00	361.50
200-60-41791	3,091.61	.00	3,091.61
200-60-41795	512.00	.00	512.00
210-10-41313	150.00	.00	150.00

Summary by General Ledger Account Number

GL Account Number	Debit	Credit	Net
210-10-41547	250.50	.00	250.50
210-15-41215	185.16	.00	185.16
210-15-41313	2,147.36	.00	2,147.36
210-15-41323	710.76	.00	710.76
210-15-41713	185.88	.00	185.88
210-15-41723	16.67	.00	16.67
210-15-41775	147.33	.00	147.33
210-42-41215	17.39	.00	17.39
210-42-41313	104.67	.00	104.67
210-42-41325	266.29	.00	266.29
210-42-41413	680.95	.00	680.95
210-42-41415	472.39	.00	472.39
210-42-41713	80.42	.00	80.42
210-42-41717	323.88	.00	323.88
210-42-41723	276.57	.00	276.57
210-42-41724	202.93	.00	202.93
210-70-41213	129.15	.00	129.15
210-70-41215	25.00	.00	25.00
210-70-41313	11,700.00	.00	11,700.00
210-70-41321	5,131.51	.00	5,131.51
210-70-41325	180.56	.00	180.56
210-70-41401	14,597.81	.00	14,597.81
210-70-41403	249.95	.00	249.95
210-70-41413	1,230.59	.00	1,230.59
210-70-41415	727.06	.00	727.06
210-70-41419	153.93	.00	153.93
210-70-41423	901.49	.00	901.49
210-70-41424	1,330.04	.00	1,330.04
210-70-41547	32,909.00	.00	32,909.00
210-70-41703	738.98	.00	738.98
210-70-41713	395.82	.00	395.82
210-70-41717	14,015.69	.00	14,015.69
210-70-41719	188.10	.00	188.10
210-70-41723	25.00	.00	25.00
210-70-41775	57.66	.00	57.66
210-70-41791	12,473.92	.00	12,473.92
210-70-41795	2,243.49	.00	2,243.49
220-65-41403	33,671.20	.00	33,671.20

Summary by General Ledger Account Number

GL Account Number	Debit	Credit	Net
230-75-41547	23,250.00	.00	23,250.00
<b>Grand Totals:</b>	<b>938,225.40</b>	<b>955.38</b>	<b>937,270.02</b>

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	262,503.53	.00	262,503.53
10/23	104,794.02	10.00-	104,784.02
11/23	570,927.85	81.75-	570,846.10
<b>Grand Totals:</b>	<b>938,225.40</b>	<b>955.38-</b>	<b>937,270.02</b>

# **Return to Agenda**

# City of Hailey 2023 Proclamation

## Keith Roark Recognition Day

**WHEREAS, Keith Roark** served as the Mayor of Hailey from 1990-1993; and

**WHEREAS,** during his term he accomplished a number of important projects; and

**WHEREAS,** Mayor Roark launched several complex initiatives designed to protect Hailey's deteriorating downtown. Improvements within the central business district were accomplished using the wide variety of tools available to cities; and

**WHEREAS,** Mayor Roark amended Hailey Comprehensive Plan to focus development within central city core; and

**WHEREAS,** Mayor Roark downzoned outlying Business Districts in Woodside and north Hailey; and.

**WHEREAS,** Mayor Roark procured 75% of the funding for Main Street improvements from the Idaho Transportation Department, as well as envisioning, designing and bidding the Main Street LID Project which constructed sidewalks, lighting, trees and irrigation system on our Main Street; and

**WHEREAS,** Mayor Roark acquired the Fox-Brown Building to anchor Hailey City Hall and Public Library in the central city core; and

**WHEREAS,** Mayor Roark led the development of Alturas Plaza to promote development in the core and not at the edges of downtown; and.

**WHEREAS,** Mayor Roark instituted a strong sense of the authorities and responsibilities of city government, while recognizing opportunities diversifying authority when better suited to another project partner; and

**WHEREAS,** Mayor Roark negotiated the first Joint Powers Agreement with Blaine County for successful operation of Friedman Airport.

**WHEREAS,** Mayor Roark instituted a policy against extending water & sewer services to subdivisions outside city limits, which stands still today; and

**WHEREAS,** Mayor Roark negotiated the dedication of the Wood River Middle School and sports fields to Blaine County School District by Northridge developers; and

**WHEREAS,** Mayor Roark negotiated the first Franchise with rubbish company for curbside garbage and future recycling hauling services; and

**WHEREAS,** Mayor Roark negotiated established workplace efficiency and automation by acquiring Hailey's very first computer system.

**WHEREAS,** Mayor Roark reformed the city's election process resulting in Council Seats election system.



**WHEREAS**, since that time, we have had the pleasure of working with Keith on the school board, and we are honored to be here tonight to recognize his widespread contributions to our valley.

**NOW, THEREFORE, BE IT PROCLAIMED** by the Mayor of the City of Hailey that today, November 8, 2023, is in recognition of the many years of public service provided by Keith Roark.

Dated this 8th day of November in the year 2023

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Martha Burke, Mayor

ATTEST:

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Mary Cone, City Clerk

# **Return to Agenda**

**AGENDA ITEM SUMMARY**

**DATE:** 11/03/23      **DEPARTMENT:** Public Works      **DEPT. HEAD SIGNATURE:** BY

**SUBJECT:** Consideration of reappointment of Bob Wiederrick and Karen Daly to another Hailey Parks and Lands Board 3-year term.

**AUTHORITY:**  ID Code \_\_\_\_\_  IAR \_\_\_\_\_  **City Ordinance/Code 2.32**  
(IFAPPLICABLE)

**BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:**

An expiring Parks and Lands Board position may be filled by the committee member wishing to be reappointed. The attached resolution sets the appointment and term.

**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-\_\_\_\_\_, appointing Bob Wiederrick and Karen Daly to another Parks and Lands Board 3-year term ending December 31, 2026, with Resolution 2023 -\_\_\_ setting committee membership and terms.

**ACTION OF THE CITY COUNCIL:**

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

**FOLLOW-UP:**

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

**From:** [Wiederricks](#)  
**To:** [Emily Williams](#)  
**Subject:** RE: Parks and Lands Board Terms  
**Date:** Sunday, October 22, 2023 9:10:38 AM

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To: Emily Williams

From: Bob Wiederrick

Subject: Parks and Lands Board Term

Let this email serve as notice of my desire to serve another three years term on the Parks and Lands Board.

Bob Wiederrick  
1120 Quigley road  
Hailey, Id

Emily Williams  
Sustainability and Grants Coordinator  
City of Hailey  
115 S Main St., Hailey, ID 83333

Dear Emily,

I am interested in continuing my membership on the Hailey Parks and Land Board for another three years. It has been a pleasure working with the Board and with you!

Thank you very much, Karen

Karen Daly  
411 War Eagle Drive  
Hailey, ID 83333

**HAILEY RESOLUTION 2023-\_\_\_\_\_**

**A RESOLUTION OF THE HAILEY CITY COUNCIL  
TO SET APPOINTMENTS AND TERMS OF OFFICE FOR  
THE HAILEY PARKS AND LANDS BOARD**

WHEREAS, the City Council of the City of Hailey, Idaho deems it in the best interest of the City to have an active and productive Parks and Lands Board and to receive the committee's recommendations.

WHEREAS, the Mayor and City Council of the City of Hailey have adopted Municipal Code Section 2.32 to promote sound planning practices and recreational diversity within the City of Hailey and to establish a Parks and Lands Board and its authorities.

WHEREAS, the Hailey City Council accepts the Hailey Parks and Lands Board's recommendation to reappoint a Committee member who wishes to continue serving:

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

In accordance with Hailey Municipal Code 2.32.020 the City of Hailey appoints a seven-member Hailey Parks and Lands Board 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>
3 Year Term	Darin Sales	December 31, 2025
3 Year Term	Penny Thayer	December 31, 2025
3 Year Term	Karen Daly	December 31, 2026
3 Year Term	Bob Wiederrick	December 31, 2026
3 Year Term	Vacant	December 31, 2026
3 Year Term	Kitty Miner	December 31, 2024
3 Year Term	Lamar Waters	December 31, 2024

THIS RESOLUTION IS ADOPTED this 13<sup>th</sup> day of November, 2023.

ATTEST:

\_\_\_\_\_  
Martha Burke, Mayor  
City of Hailey

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



# **Return to Agenda**

**AGENDA ITEM SUMMARY**

**DATE:** 11/13/23

**DEPARTMENT:** PW

**DEPT. HEAD SIGNATURE:** BY

**SUBJECT:** Consideration of reappointment of Kathy Bell and Linda Ries to another Hailey Tree Committee 3-year term. **ACTION ITEM**

**AUTHORITY:**  ID Code \_\_\_\_\_  IAR \_\_\_\_\_  City Ordinance/Code **2.36**  
(IF APPLICABLE)

**BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:**

An expiring Parks and Lands Board position may be filled by a committee member wishing to be reappointed. The attached resolution sets the appointments and terms.

**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	___ 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- , appointing Kathy Bell and Linda Ries to another Hailey Tree Committee 3-year term ending December 31, 2026, with Resolution 2023 -\_\_\_ setting committee membership and terms. **ACTION ITEM**

**ACTION OF THE CITY COUNCIL:**

Date \_\_\_\_\_

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

**FOLLOW-UP:**

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

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

October 20, 2023  
Mayor and Council:

It has been my privilege to serve on the Hailey Tree Committee in 2023 and finish out the term of a prior member who resigned in late 2022. Throughout the year I have assisted the committee with taking meeting minutes, helped to install our Heritage Tree signs, have assisted with clean-ups and other activities at the Hailey Native Plant Arboretum. It would be a privilege to continue to serve on this committee, so wanted to express my interest to continue for a full 3 -year term.

Sincerely,  
Kathy Bell  
625 E Bullion Street  
Hailey

October 18, 2023

Dear Mayor Burke and members of the Hailey City Council,

My current term on the Hailey Tree Committee (HTC) ends December 31, 2023. Please consider my request for an extension of my term for another three years. I appreciate the opportunity to work with city staff and Hailey Tree Committee members to support sound decisions for preservation and proper care of city trees, educating the public on the many values of trees, planning ArborFest and working with city staff and HTC volunteers on various grant and planting projects. Because of my background as an urban forester, conservation educator and as a certified arborist, I believe I offer skills and experience which benefit the committee and the City of Hailey. I have really enjoyed being an active part of the Hailey community!

Thank you for your consideration of extending my appointment.

Sincerely,

Linda Ries, 351 Eastridge Drive, Hailey

(208)928-6313

**HAILEY RESOLUTION 2023-\_\_\_\_\_**

**A RESOLUTION OF THE HAILEY CITY COUNCIL  
TO SET APPOINTMENTS AND TERMS OF OFFICE FOR  
THE HAILEY TREE COMMITTEE**

WHEREAS, the City Council of the City of Hailey, Idaho deems it in the best interest of the City to have an active and productive Tree Committee and to receive the committee’s recommendations.

WHEREAS, the Mayor and City Council of the City of Hailey have adopted Municipal Code Section 2.36 to govern public trees within the City of Hailey and to establish a Tree Committee and its authorities.

WHEREAS, the Hailey City Council accepts the Hailey Tree Committee’s recommendation to appoint a new Committee member to replace an expiring term:

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

In accordance with Hailey Municipal Code 2.36.020 the City of Hailey appoints a seven-member Hailey Tree Committee 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>
3 Year Term	Jim Rineholt	December 31, 2025
3 Year Term	David Anttila	December 31, 2025
3 Year Term	Linda Ries	December 31, 2026
3 Year Term	Vacant	December 31, 2026
3 Year Term	Kathy Bell	December 31, 2026
3 Year Term	Melanie Paisley	December 31, 2024
3 Year Term	Kelsey Paxson	December 31, 2024

THIS RESOLUTION IS ADOPTED this 13<sup>th</sup> day of November, 2023.

ATTEST:

\_\_\_\_\_  
Martha Burke, Mayor  
City of Hailey

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

# **Return to Agenda**

**AGENDA ITEM SUMMARY**

**DATE:** 11/13/2023      **DEPARTMENT:** Community Development      **DEPT. HEAD SIGNATURE:** RD

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**SUBJECT:** Consideration of a Planned Unit Development (PUD) Application by Darin and Kathleen Barfuss, and associated Ordinance, Ordinance No. \_\_\_\_\_, for the proposal of Star Light Lane Subdivision, located at the intersection of Silver Star Drive and Broadford Road, within the Limited Residential (LR-2) Zoning District (1371 Silver Star Drive; Hailey Fr S1/2 TI 7731 & TI 7732 Sec 16 2N 18E). The Applicant is proposing to subdivide the parcel into six (6) residential lots and construct five (5) single-family dwellings on five (5) lots, with the sixth (6<sup>th</sup>) lot to remain as-is.

At this time, the Applicant is proposing a Community Housing amenity of one (1) deed-restricted, single-family dwelling unit in exchange for a waiver to the requirement below:

- Minimum lot size of the LR-2 Zoning District.

This PUD Application will be heard concurrently with a Preliminary Plat Application.

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

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**--BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:** The proposed project is located at the intersection of Silver Star Drive and Broadford Road in the Limited Residential (LR-2) Zoning District, or 1731 Silver Star Drive (Hailey Fr S1/2 TI 7731 & TI 7732 Sec 16 2N 18E). The Applicant seeks to subdivide the entire parcel into six (6) lots. While the parcel is bifurcated by Silver Star Drive, the Applicant seeks to subdivide the northern piece of land, approximately 53,000 square feet, into five (5) single-family lots ranging in size from 9,620 to 12,027 square feet— to be known as Star Light Lane Subdivision. Except for the installation of municipal services, the Applicant does not plan to develop the southern parcel, Lot 6, which is approximately 117,000 square feet in size, at this time.

**Waiver Requested:** Chapter 17.10.040: Developer Benefits, allows for the request of modifications or waivers of the zoning and subdivision requirements. The Applicant requests the following waiver:

- Waiver of the minimum lot size in the Limited Residential (LR-2) Zoning District (Section 17.04B.050).

**Amenity Proposed:** Chapter 17.10.030.I General Requirements, Amenities, requires that each Planned Unit Development Application provide one (1) or more amenities. Community Housing is listed as an eligible amenity and defined in the Hailey Municipal Code as such:

**Through a deed restriction, a dwelling unit that is restricted by size, type, and cost, and/or that is for sale or rent exclusively to individual(s) meeting income, occupancy and/or other affordable community housing criteria established in a community housing plan approved by the City of Hailey.**

**Local Housing (Category L) Amenity:** Within the proposed Star Light Lane Subdivision, the Applicant is offering to designate one (1) of the single-family dwellings as a Locals Only (Category L) Community Housing Unit. This type of community housing would apply to one (1) of the five (5) units proposed. To further elaborate, the Applicant plans to restrict 1 of the units to the “Locals Only” criteria essentially specified as — “No Income Limit but must be a full-time resident of Blaine County”, and also found in greater detail in the attached documents.

The Locals Only (Category L) Program is intended to meet the middle and upper middle income, 100-120% of the area median income (AMI) of residents in Hailey and Blaine County. Preliminary data from the City’s Housing Needs Assessment shows that the rate of home ownership in these categories is disproportionately low. Locals Only Housing can help provide housing for the “missing middle”: people who work locally and earn too much to qualify for income restricted housing yet too little to purchase a home in Hailey.



While market home prices continue to exceed affordability standards for working families in the community—even for families earning above the Area Medium Income— Staff welcomes the Applicant’s proposed amenity of one (1) new single-family Community Housing unit.

Various attachments, including a draft Planned Unit Development Agreement, are attached hereto.

**Attachments:**

- Draft Ordinance: Planned Unit Development Agreement
  - Draft Planned Unit Development Agreement
  - Locals Only Housing Agreement

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**FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:** Caselle # \_\_\_\_\_  
Budget Line Item # \_\_\_\_\_ YTD Line-Item Balance \$ \_\_\_\_\_  
Estimated Hours Spent to Date: Estimated Completion Date:  
Staff Contact: Robyn Davis Phone # 788-9815 #2015  
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**ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)**

\_\_\_\_ City Attorney       City Administrator       Engineer      Building  
\_\_\_\_ Library       Planning       Fire Dept.      Finances  
\_\_\_\_ Safety Committee       P & Z Commission      \_\_\_\_\_ Police      \_\_\_\_\_  
 Streets       Public Works, Parks      \_\_\_\_\_ Mayor      \_\_\_\_\_  
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**RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:**

**Motion Language:**

**Approval:** Motion to approve a conduct a first reading of Ordinance No. \_\_\_\_\_ an Ordinance approving a Planned Unit Development (PUD) Application by Darin and Kathleen Barfuss for the proposed Star Light Lane Subdivision, located at the intersection of Silver Star Drive and Broadford Road, within the Limited Residential (LR-2) Zoning District (1371 Silver Star Drive; Hailey Fr S1/2 TI 7731 & TI 7732 Sec 16 2N 18E), finding that the application meets all City Standards, and that Conditions (1) through (5) will be met.

**Denial:** Motion to deny the Planned Unit Development (PUD) Application by Darin and Kathleen Barfuss for the proposed Star Light Lane Subdivision at the intersection of Silver Star Drive and Broadford Road in the Limited Residential (LR-2) Zoning District (1371 Silver Star Drive; Hailey Fr S1/2 TI 7731 & TI 7732 Sec 16 2N 18E), finding that \_\_\_\_\_ [Council should cite which standards are not met and provide the reason why each identified standard is not met].

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

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**ADMINISTRATIVE COMMENTS/APPROVAL:**

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

-----  
**ACTION OF THE CITY COUNCIL:**

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

-----  
**FOLLOW-UP:**

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



**Staff Report**  
**Hailey City Council**  
**Regular Meeting of November 13, 2023**

**To:** Hailey City Council  
**From:** Robyn Davis, Community Development Director  
**Overview:** Consideration of a Planned Unit Development (PUD) Application by Darin and Kathleen Barfuss for the proposed Star Light Lane Subdivision, located at the intersection of Silver Star Drive and Broadford Road, within the Limited Residential (LR-2) Zoning District (1371 Silver Star Drive; Hailey Fr S1/2 TI 7731 & TI 7732 Sec 16 2N 18E). The Applicant is proposing to subdivide the parcel into six (6) residential lots and construct five (5) single-family dwellings on five (5) lots, with the sixth (6<sup>th</sup>) lot to remain as-is. At this time, the Applicant is proposing a Community Housing amenity of one (1) deed-restricted, single-family dwelling in exchange for a waiver to the requirement below:

- Minimum lot size of the LR-2 Zoning District.

The PUD Application will be heard concurrently with a Preliminary Plat Application.

**Hearing:** November 13, 2023

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**Applicant:** Darin and Kathleen Barfuss  
**Location:** 1371 Silver Star Drive (Hailey Fr S1/2 TI 7731 & TI 7732 Sec 16 2N 18E)  
**Zoning/Size:** Limited Residential (LR-2); 1.20 acres (52,272 square feet)

**Notice:** Notice for the public hearing was published in the Idaho Mountain Express and mailed to property owners and public agencies on October 25, 2023. Onsite Notice was posted on November 6, 2023.

**Application:** The proposed project is located at the intersection of Silver Star Drive and Broadford Road in the Limited Residential (LR-2) Zoning District, or 1731 Silver Star Drive (Hailey Fr S1/2 TI 7731 & TI 7732 Sec 16 2N 18E). The Applicant seeks to subdivide the entire parcel into six (6) lots. While the parcel is bifurcated by Silver Star Drive, the Applicant seeks to subdivide the northern piece of land, approximately 53,000 square feet, into five (5) single-family lots ranging in size from 9,620 to 12,027 square feet— to be known as Star Light Lane Subdivision. Except for the installation of municipal services, the Applicant does not plan to develop the southern parcel, Lot 6, which is approximately 117,000 square feet in size, at this time.

**Waiver Requested:** Chapter 17.10.040: Developer Benefits, allows for the request of modifications or waivers of the zoning and subdivision requirements. The Applicant requests the following waiver:

- Waiver of the minimum lot size in the Limited Residential (LR-2) Zoning District (Section 17.04B.050).

**Amenity Proposed:** Chapter 17.10.030.I General Requirements, Amenities, requires that each Planned Unit Development Application provide one (1) or more amenities. Community Housing is listed as an eligible amenity and defined in the Hailey Municipal Code as such:

**that is for sale or rent exclusively to individual(s) meeting income, occupancy and/or other affordable community housing criteria established in a community housing plan approved by the City of Hailey.**

Within the proposed Star Light Lane Subdivision, the Applicant is offering to designate one (1) of the single-family dwellings as a Locals Only (Category L) Community Housing Unit. Under the Locals Only Program, the intent is to provide housing for people that live and work locally yet can't afford to purchase a market rate home. Various parameters apply and the following requirements, with specific attention to the underlined language, under the Locals Only Program, shall be met:

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

2.9 "Qualified Resident" means a person who works an average of fifteen hundred (1,500) hours or more per year at a business in Blaine County, Idaho that holds a valid and current business license, pays sales taxes, and is otherwise generally recognized as a legitimate business. Government and non-profit organizations qualify as employment with a business in Blaine County. Exceptions to the employment requirement apply to persons who hold verified, genuine offers of such employment, who otherwise qualify. A person remains a qualified resident if after ownership said person retires from or becomes disabled from qualifying employment.

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

While the proposed PUD would allow the Community Housing Unit to be sold, refinanced, and resold at market value, a Locals Only Deed Covenant would restrict the sale to purchasers based on the eligibility criteria specified above, and noted within the Covenant. Further, the Locals Only Deed Covenant does not involve price appreciation caps, income limits, monthly rental rate limits, nor household size requirements, yet, and more importantly, it can be instrumental to housing markets in resort towns by restricting ownership and tenancy to full-time residents and workers in the locale.

Such a program is modeled by the Vail "InDeed" program and Park City's "Lite Deed Restriction Program." It is also exemplified as a Condition of Approval within the River Lane and Maple Street Apartments projects and resembles the Blaine County Housing Authority's (BCHA) "Section L" Income Category. Per Section L, certain BCHA units are available based on "No Income Limit but [the stipulation that a member of the household] must be a full-time resident of Blaine County" (see BCHA's [2020 Community Housing Guidelines, page 2](#)). Similarly, Community Housing units owned and managed by local employers' support housing accessibility for our local workforce and community members.

The data from Hailey's Housing Needs Assessment highlights the housing burdens of people earning between 100-120% of the area's median income. The data further shows that the rate of home ownership for people in Hailey earning about \$80,000 per year is low - of the people in this income

group, about half rent and half own their homes. The low rate of home ownership in the 100-120% AMI group indicates outpricing and the need for more “Locals Only (Category L)” housing. As discussed above, housing that is reserved for full-time residents and workers yet not capped at a certain value is beneficial both to resort communities and the people who call them home.

Both the eligibility criteria and the proposed type of deed covenant aligns with the City’s longstanding and urgent housing goals. The Hailey Comprehensive Plan speaks to the economic, environmental, and social benefits of increasing housing accessibility for the local workforce and community members.

Specifically, Section 8: Housing of the Comprehensive Plan states:

- “If affordable housing for employees to purchase and/or rent cannot be provided, it will limit the growth potential and sustainability of local businesses”;
- “Carbon emissions are reduced, and air quality is improved when employees live close to work. In addition, fewer commuters will alleviate the demand for more highway lanes and asphalt; and
- “Quality of life and safety improve when critical care employees live within close responding distance. Children do better in school when parents are at home in the mornings and evenings. Homeowners are more active in their communities, creating a greater vibrancy and sense of unity” (Section 8: Housing, page 38).

Additionally, the Plan references mechanisms that encourage or support housing accessibility, including land use planning and housing programs that provide a **diversity of unit types** for households with varying needs. In recent years, the City has sought to diversify Hailey’s housing stock by planning for townhouses, duplexes, cottages, accessory dwellings, tiny homes on wheels, co-living dwellings, as well as Community Housing units. Variety in the unit types and eligibility stipulations of Hailey’s Community Housing is also important. As stated by the Plan, “the types and methods of providing community housing should be re-examined, but the ongoing need for affordable homes – whether for rent or for sale – remains an important challenge” (Section 8: Housing, page 38).

While market home prices continue to exceed affordability standards for working families in the community—even for families earning above the Area Medium Income— Staff welcomes the Applicant’s proposed amenity of one (1) new single-family Community Housing unit. Staff finds the proposed amenity to be commensurate with the requested waivers and/or modifications of the zoning and subdivision requirements.

**Procedural History:** The Applicant submitted a Planned Unit Development Application, in tandem with a Preliminary Plat Application, on December 12, 2022, then heard by the Planning and Zoning Commission on March 6, 2023 in tandem with a Preliminary Plat Application. On July 19, 2023, the Applicant resubmitted a plat to reflect the Commission’s recommendation. The updated Preliminary Plat and Planned Unit Development Applications were heard and recommended for approval on September 5, 2023. The Council will hear both items virtually via Go-To-Meeting and in-person in the Council Chambers at Hailey City Hall on November 13, 2023.

<b>Standards of Evaluation</b>
<b>17.10.030: General Requirements:</b>

<b>A.</b>	<b>The minimum gross size for properties that may be developed as a PUD is one (1) acre, except in the Business and Limited Business zoning districts within the Central Business District, the minimum gross size shall be 18,000 square feet. All land within the development shall be contiguous except for intervening streets and waterways.</b>
<b>Staff Comments</b>	<i>The proposed PUD site – which includes the five (5) proposed lots on the northern parcel - is 1.20 acres or 52,272 square feet in size and, therefore, compliant with this standard.</i>
<b>B.</b>	<b>A tract or parcel of land proposed for PUD development must be in one (1) ownership or the subject of an application filed jointly by the owners of all property included.</b>
<b>Staff Comments</b>	<i>The parcel is in the ownership of Darin and Kathleen Barfuss.</i>
<b>C.</b>	<b>Area Development Plan:</b>
	<b>C.1</b>
	<b>When the owner of Contiguous Parcels is required to obtain PUD approval for any portion of the Contiguous Parcels, an Area Development Plan shall be submitted and approved. The Commission and Council shall evaluate the following basic site criteria and make appropriate findings of fact:</b>
	<b>C.1.a</b>
	<b>Streets, whether public or private, shall provide an interconnected system and be adequate to accommodate anticipated vehicular and pedestrian traffic.</b>
<b>Staff Comments</b>	<i>The Applicant is not proposing any new streets, neither public nor private. Silver Star Drive is existing and will be retained as a public street for connectivity to the surrounding parcels, and subdivisions, and ingress/egress to the proposed subdivision.</i>  <i>Per the recommendation of Staff, the Applicant will not complete sidewalk improvements along the Silver Star Drive frontage. Rather than provide an island of sidewalks, the Applicant has agreed to construct a portion of the shared-use path via sidewalk in-lieu fees, as well as to satisfy the parks/pathway requirement. A formalized shared-use path along Broadford Road and South River Street improvements are anticipated in the next few years. The exact contribution will be drafted and approved by the City Engineer prior to issuance of all Building Permits associated with proposed Lot 5. A Condition of Approval has been added within the Preliminary Plat Staff Report that allocates such fees toward the shared use path along Broadford Road.</i>
<b>C.1.b</b>	<b>Non-vehicular circulation routes shall provide safe pedestrian and bicycle ways, and provide an interconnected system to streets, parks and green space, public lands, or other destinations.</b>
<b>Staff Comments</b>	<i>See above, Section 17.10.030.C.1.A.</i>
<b>C.1.c</b>	<b>Water main lines and sewer main lines shall be designed in the most effective layout feasible.</b>
<b>Staff Comments</b>	<i>Water and Wastewater services are readily available for the proposed single-family lots (5). The proposed connections have been approved by the Public Works Staff and have been analyzed in the associated Preliminary Plat Staff Report.</i>  <i>While no development or redevelopment of Lot 6 is proposed, the Applicant is contemplating immediate municipal connections to proposed Lot 6 – which currently is serviced by wells and drain fields. If the Applicant proceeds with such infrastructure improvements, rather than amend the Colorado Gulch Preserve Annexation, Services, and Development Agreement to change the stipulations that trigger connection to municipal services—from subdivision to a 10-year timeline, sale, or development of the parcel, as originally contemplated — the City supports and encourages immediate municipal connections to the proposed subdivision (lots 1-6), as well as the dedication of one (1) community housing unit (Locals Only) within the Star Light Lane Subdivision.</i>
<b>C.1.d</b>	<b>Other utilities including power, telephone, cable, and gas shall be designed in the most effective layout feasible.</b>
<b>Staff Comments</b>	<i>The proposed connections have been approved by Public Works Staff and will be analyzed prior recording of the Final Plat.</i>
	<b>C.1.e</b>
	<b>Park land shall be most appropriately located on the Contiguous Parcels.</b>
<b>Staff Comments</b>	<i>The Applicant proposes to satisfy the Parks/Pathways requirement with a pathway contribution, see Section 17.10.030.C.1.a.</i>

C.1.f	<b>Grading and drainage shall be appropriate to the Contiguous Parcels.</b>
Staff Comments	<i>A Grading and Drainage Plan will be submitted and reviewed by the City Engineer.</i>
C.1.g	<b>Development shall avoid easements and hazardous or sensitive natural resource areas.</b>
Staff Comments	<i>N/A – No hazardous nor sensitive natural resource areas exist onsite.</i>
C.2	<b>Upon any approval of the PUD Application, the Owner shall be required as a Condition of Approval to record the Area Development Plan or a PUD Agreement depicting and/or detailing the approved Area Development Plan. The Area Development Plan shall bind the Owner and Owner’s successors.</b>
Staff Comments	<i>The PUD Agreement has been submitted and is currently under review by the City Attorney, a draft of which is attached hereto. At this time, the Applicant plans to develop Lots 1-5 per the concurrent Preliminary Plat Application and maintain Lot 6 as-is.</i>
D.	<b>Solar Access: Street and lot orientation, landscaping, and placement of structures shall provide for solar access to all south roofs and walls to the maximum extent feasible in order to promote energy efficiency.</b>
Staff Comments	<i>As proposed, the single-family dwellings are south facing, maximizing solar access to the buildings and roofs. The Applicant is further proposing to prewire each home for future solar installations to promote energy efficiency and minimize energy consumption.</i>
E.	<b>Access: Access shall be provided in accordance with standards set forth in Chapter 16.04, Development Standards, of this Code. Buildings may not be so arranged that any structure is inaccessible to emergency vehicles.</b>
Staff Comments	<i>The Applicant has depicted vehicular and emergency access to the proposed single-family residences via a joint driveway (to lots 4 &amp; 5) and parking access lane (to lots 1-3) on the attached site plan. While site access is under review by the Fire Department, no concerns have been shared at this time.</i>
F.	<b>Underground Utilities: Underground utilities, including telephone and electrical systems, shall be required within the limits of all PUDs.</b>
Staff Comments	<i>All utilities will be underground.</i>
G.	<b>Public Easement: In each case where a PUD project is located adjacent to public lands, a public easement to those lands shall be provided. All existing public accesses to public lands must be preserved.</b>
Staff Comments	<i>N/A – The proposed project is not located adjacent to public lands.</i>
H.	<b>Pathways: In each case where a PUD project encompasses a non-vehicular pathway as depicted on the Master Plan, a pathway constructed to City standards shall be provided.</b>
Staff Comments	<i>The Applicant has agreed to construct a portion of the Broadford Road shared-use path by diverting sidewalk in-lieu fees to the pathway, as well as to satisfy the parks/pathway requirement. A formalized shared-use path along Broadford Road and South River Street improvements are anticipated in the next few years. The exact contribution will be drafted and approved by the City Engineer prior to issuance of all Building Permits associated with proposed Lot 5. A Condition of Approval has been added within the Preliminary Plat Staff Report that allocates such fees toward the shared use path along Broadford Road.</i>
I.	<b>Amenities: Each PUD shall provide one or more of the following amenities, commensurate with the size and density of the development, and commensurate with the modifications requested by the applicant, to ensure a public benefit:</b>
I.1	<b>Green Space. All Green Space shall be granted in perpetuity and the PUD agreement shall contain restrictions against any encroachment into the Green Space. Where a subdivision is involved as part of the PUD approval process, Green Space shall be identified as such on the plat. A long-term maintenance plan shall be provided. Unless otherwise agreed to by the City, the PUD agreement shall contain provisions requiring that property owners within the PUD shall be responsible for maintaining the Green Space for the benefit of the residents or employees of the PUD and/or by the public. Green space shall be set aside in accordance with the following formulas:</b>



		For residential PUDs	A minimum of .05 acres per residential unit.
		For non-residential PUDs	A minimum of 15% of the gross area of the proposed PUD.
<b>Staff Comment</b>	<i>N/A – The Applicant is providing Community Housing as an amenity.</i>		
	<b>I.2</b>	<b>Active Recreational Facilities:</b> Active recreational facilities include amenities such as a swimming pool, tennis courts or playing fields, of a size appropriate to the needs of the development. The PUD agreement shall contain provisions requiring that such facilities be maintained in perpetuity or replaced with another similar recreation facility.	
<b>Staff Comment</b>	<i>N/A – The Applicant is providing Community Housing as an amenity.</i>		
	<b>I.3</b>	<b>Public Transit Facilities:</b> Public transit facilities include a weather protected transit stop or transit station and must be located on a designated transit route.	
<b>Staff Comment</b>	<i>N/A – The Applicant is providing Community Housing as an amenity.</i>		
	<b>I.4</b>	<b>Preservation Of Vegetation:</b> Preservation of significant existing vegetation on the site must include the preservation of at least seventy five percent (75%) of mature trees greater than six-inch (6”) caliper on the site.	
<b>Staff Comment</b>	<i>% to N/A – The Applicant is providing Community Housing as an amenity.</i>		
	<b>I.5</b>	<b>Wetlands:</b> Protection of significant wetlands area must constitute at least ten percent (10%) of the gross area of the proposed PUD.	
<b>Staff Comment</b>	<i>N/A – The Applicant is providing Community Housing as an amenity.</i>		
	<b>I.6</b>	<b>River Enhancement:</b> Enhancement of the Big Wood River and its tributaries, must include stream bank restoration and public access to or along the waterway.	
<b>Staff Comment</b>	<i>N/A – The Applicant is providing Community Housing as an amenity.</i>		
	<b>I.7</b>	<b>Community Housing:</b> For residential PUDs, the provision of at least ten percent (10%) of the approved number of dwelling units or lots as community housing units affordable to households earning between seventy percent (70%) and one hundred twenty percent (120%) of the area median income. This provision may be modified for individual projects based on the merits of the proposal as determined by the Commission and Council.	
<b>Staff Comment</b>	<p><i>The Applicant is proposing to designate one (1) of the five (5) new single-family residences as a Community Housing Unit. As described at the start of this report and permitted by the portion of the standard that grants the Commission and Council flexibility, City Staff and the Applicant have negotiated that the single-family Community Housing Unit be sold under a deed covenant to local residents of Blaine County, as outlined in the attached PUD Agreement. The deed covenant will not involve price appreciation caps, income limits, monthly rental rate limits, nor household size requirements.</i></p> <p><i>Both the eligibility criteria, and the deed restriction stipulations support the City’s longstanding and urgent housing goals. Staff welcomes the Applicant’s proposed amenity of one (1) new single-family Community Housing Unit and finds the proposed amenity to be commensurate with the requested waivers and/or modifications of the zoning and subdivision requirements.</i></p>		



	I.8	<b>Local Deed-Restricted Housing:</b> For residential PUDs, the provision of at least thirty percent (30%) of the approved number of dwelling units or lots as local deed-restricted housing as defined by the local housing authority in its Community Housing Guidelines and reserved for households within the political boundaries of Blaine County Idaho (residing full-time in Hailey, Idaho), and whose primary residence is within the residential PUD.				
<b>Staff Comment</b>		As described above, the Applicant is offering to deed restrict and designate 20% of the PUD's dwellings as Community Housing Units. The deed restriction is that of a Locals Only Restriction and does not fall within 70% to 120% AMI, as required above.  Staff welcomes the Applicant's proposed amenity of one (1) new single-family Community Housing Unit and finds the proposed amenity to be commensurate with the requested waivers and/or modifications of the zoning and subdivision requirements.				
	I.9	<b>Real Property: Dedication or conveyance of real property or an interest in real property to the city.</b>				
<b>Staff Comment</b>		N/A – The Applicant is providing Community Housing as an amenity.				
	I.10	<b>Sidewalks. Off-site sidewalk improvements shall be constructed according to City Standard Improvement Drawings and provided (in addition to sidewalk improvements that are required by ordinance adjacent to the subject property) in accordance with the following formulas:</b>  <table border="1" data-bbox="456 926 1292 1058"> <tr> <td>For residential PUDs</td> <td>A minimum of 100 linear feet per residential unit.</td> </tr> <tr> <td>For non-residential or mixed-use PUDs</td> <td>A minimum of 100 linear feet per 1000 square feet of gross floor area.</td> </tr> </table>	For residential PUDs	A minimum of 100 linear feet per residential unit.	For non-residential or mixed-use PUDs	A minimum of 100 linear feet per 1000 square feet of gross floor area.
For residential PUDs	A minimum of 100 linear feet per residential unit.					
For non-residential or mixed-use PUDs	A minimum of 100 linear feet per 1000 square feet of gross floor area.					
<b>Staff Comment</b>		N/A – The Applicant is providing Community Housing as an amenity.				
	I.11	<b>Underground Parking: Underground parking must be provided for at least fifty percent (50%) of the required number of parking spaces in the PUD.</b>				
<b>Staff Comment</b>		N/A – The Applicant is providing Community Housing as an amenity.				
	I.12	<b>Energy Consumption. All principal buildings within the PUD must comply with sustainable building practices, as follows:</b>  <table border="1" data-bbox="464 1289 1292 1583"> <tr> <td>For residential PUDs</td> <td>Buildings comply with local “Built Green” standards for certification, federal EPA “Energy Star” program, or Leadership in Energy and Environmental Design - Homes (LEED-H) standards for basic certification.</td> </tr> <tr> <td>For non-residential or mixed-use PUDs</td> <td>Buildings comply with Leadership in Energy and Environmental Design (LEED) standards for basic certification.</td> </tr> </table>	For residential PUDs	Buildings comply with local “Built Green” standards for certification, federal EPA “Energy Star” program, or Leadership in Energy and Environmental Design - Homes (LEED-H) standards for basic certification.	For non-residential or mixed-use PUDs	Buildings comply with Leadership in Energy and Environmental Design (LEED) standards for basic certification.
For residential PUDs	Buildings comply with local “Built Green” standards for certification, federal EPA “Energy Star” program, or Leadership in Energy and Environmental Design - Homes (LEED-H) standards for basic certification.					
For non-residential or mixed-use PUDs	Buildings comply with Leadership in Energy and Environmental Design (LEED) standards for basic certification.					
<b>Staff Comment</b>		N/A – The Applicant is providing Community Housing as an amenity.				
	I.13	<b>Other Amenities: Other project amenities and/or benefits to the community that are found, by recommendation of the commission and approval of the council, to promote the purpose of this chapter and the goals and objectives of the comprehensive plan.</b>				
<b>Staff Comment</b>		N/A – The Applicant is providing Community Housing as an amenity.				
<b>17.10.040: Developer Benefits:</b>						

<b>The Council may grant modifications or waivers of certain zoning and/or subdivision requirements to carry out the intent of this Chapter and the land use policies of the City.</b>	
<b>Staff Comment</b>	<i>In exchange for offering Community Housing Units, the Applicant requests a waiver to the minimum lot size of the Limited Residential (LR-2) Zoning District (Section 17.04B.050).</i>
<b>17.10.040.01: Density Bonus:</b>	
<b>A.</b>	<b>The following maximum increases in density may be granted only if one of the following conditions are met, and if no other density increase has been granted:</b>
	<i>Hailey's Municipal Code does not specify an underlying density for the LR-2 Zoning District; however, it does specify a minimum lot size of the district, to which the Applicant has requested a waiver.</i>
	<i>The site of the proposed PUD is 1.20 acres or approximately 52,272 square feet in size. By-right, the LR-2 Zoning District permits four (4) single-family lots of approximately 13,068 square feet in size on the site. The Applicant is proposing a total of five (5) dwelling units—marking a 25% increase to the maximum allowed density. The proposed plat best assimilates with the Limited Residential (LR-1) Zoning District, as well as the neighborhood directly north of the site, where the minimum lot size requirement is 8,000 square feet.</i>
	<b>A.1 Ten percent (10%): Solar, wind, geothermal or other alternative renewable energy source will provide at least fifty percent (50%) of the total energy needs of the PUD.</b>
<b>Staff Comment</b>	<i>N/A</i>
	<b>A.2 Ten percent (10%): At least twenty five percent (25%) of the property included in the PUD is located in the floodplain and no development occurs within the floodplain.</b>
<b>Staff Comment</b>	<i>N/A</i>
	<b>A.3 Ten percent (10%): The developer of the PUD provides or contributes to significant off-site infrastructure benefiting the city (e.g., water tank, fire station).</b>
<b>Staff Comment</b>	<i>N/A</i>
	<b>A.4 Twenty percent (20%): The developer of the PUD provides or contributes to significant multi-modal infrastructure providing both vehicular and nonvehicular amenities benefiting the city and Wood River Valley.</b>
<b>Staff Comment</b>	<i>As described in detail under Section 17.10.030.C.1.a and H, the Applicant proposes to construct a section of the Broadford Road shared-use path— with sidewalk in-lieu fees, as well as to satisfy the parks/pathway requirement. A formalized shared-use path along Broadford Road and South River Street improvements are anticipated in the next few years. The exact contribution will be drafted and approved by the City Engineer prior to issuance of all Building Permits associated with proposed Lot 5. A Condition of Approval has been added within the Preliminary Plat Staff Report that allocates such fees toward the shared use path along Broadford Road.</i>
	<b>A.5 Ten percent (10%): The nonresidential or mixed-use PUD complies with leadership in energy and environmental design (LEED) standards for silver certification. The bonus unit(s) shall not be constructed until a later phase, after actual certification for prior phase(s) is achieved.</b>
<b>Staff Comment</b>	<i>N/A</i>
	<b>A.6 Fifteen percent (15%): The nonresidential or mixed-use PUD complies with leadership in energy and environmental design (LEED) standards for gold certification. The bonus unit(s) shall not be constructed until a later phase, after actual certification for prior phase(s) is achieved.</b>
<b>Staff Comment</b>	<i>N/A</i>
	<b>A.7 Twenty percent (20%): The nonresidential or mixed-use PUD complies with leadership in energy and environmental design (LEED) standards for platinum certification. The bonus</b>

		unit(s) shall not be constructed until a later phase, after actual certification for prior phase(s) is achieved.
<b>Staff Comment</b>		N/A
<b>B.</b>		Density bonuses for project amenities and benefits to the community other than those listed here may be granted by unanimous vote of the council, following a recommendation by the commission, in order to carry out the purpose and intent of this chapter and the land use policies of the city. (Ord. 1191, 2015)
<b>Staff Comment</b>		City Staff finds the proposed community housing benefit to be commensurate with the requested waiver.
<b>17.10.040.02: Density Transfer:</b>		
Densities may be transferred between zoning districts within a PUD provided the resulting density shall be not greater than aggregate overall allowable density of units and uses allowed in the zoning districts in which the development is located.		
<b>Staff Comment</b>		N/A – No density transfer is requested.
<b>17.10.040.05: Phased Development Allowed:</b>		
The development of the PUD may be planned in phases provided that as part of the general submission, a development schedule is approved which describes:		
<b>A.</b>		<b>Parcels:</b> The parcels that are to be constructed upon in each phase and the date of each phase submission.
<b>Staff Comment</b>		N/A – The Applicant is not proposing a phased development, nor is City Staff requesting it.
<b>B.</b>		<b>Number of Units:</b> The number of units to be built in each submission.
<b>Staff Comment</b>		N/A – The Applicant is not proposing a phased development, nor is City Staff requesting it.
<b>C.</b>		<b>Schedule For Completion:</b> A schedule for making contributions (if any), for the completion of project amenities and public improvements, for posting of security pursuant to subsection 17.10.050.08 of this Chapter, for dedication of Green Space, for conveyance of community housing and/or provision of employee housing.
<b>Staff Comment</b>		N/A – The Applicant is not proposing a phased development, nor is City Staff requesting it.
<b>D.</b>		<b>Stage Planning:</b> Each stage within the PUD shall be so planned and related to existing and/or planned services and facilities, including commercial space, such that each phase is self-sufficient and not dependent on later phases and so that failure to proceed to the subsequent stages will not have any adverse impacts on the PUD, its surroundings, or the community in general. Each stage shall also be planned so as to ensure that green space and any other amenities will be provided along with proposed construction at each phase of construction.
<b>Staff Comment</b>		N/A – The Applicant is not proposing a phased development, nor is City Staff requesting it.
<b>17.10.040.06: Modifications to the Subdivision Standards:</b>		
Standards in the Subdivision Title for streets, sidewalks, alleys, and easements, lots and blocks, and parks may be allowed. The requirements for sidewalks in the zoning districts set forth in Section 16.04.030 shall not be waived.		
<b>Staff Comment</b>		Rather than complete the sidewalk improvements requested by this standard, the Public Works Department has recommended, and the Applicant has agreed, to construct a portion of the Broadford shared-use path. The reasons being that there are no sidewalks in the surrounding neighborhood; Staff agrees that an extension of the Broadford shared-use path would provide greater connectivity than an island of sidewalks on Silver Star Drive. The City is actively working towards closing the gap and further developing the Broadford Road shared-use path, and the Applicant's participation will greatly assist with this effort.

<b>Subsection 17.10.050.04(C) sets forth Standards of Evaluation required by the City Council.</b>		
<b>A.</b>	<b>Standards of Evaluation</b>	
	<b>A.1</b>	<b>The proposed development can be completed within one (1) year of the date of approval or phase according to a development schedule as submitted in accordance with Section 17.10.040.05 of this chapter and approved by the City;</b>
<b>Staff Comment</b>	<i>This standard shall be met within the standard timeline of a Building Permit, or 548 days. This has been added as a Condition of Approval.</i>	
	<b>A.2</b>	<b>The streets and thoroughfares proposed are suitable and adequate to carry anticipated traffic;</b>
<b>Staff Comment</b>	<i>The existing public streets, Silver Star Drive and Broadford Road, are adequate to carry the residential traffic generated from the proposed units.</i>	
	<b>A.3</b>	<b>The PUD will not create excessive additional requirements at public cost for public facilities and services;</b>
<b>Staff Comment</b>	<i>No excessive costs are anticipated from this project.</i>	
	<b>A.4</b>	<b>The existing and proposed utility services are adequate for the population densities and non-residential uses proposed;</b>
<b>Staff Comment</b>	<i>Utility services are available and are adequate to service the density proposed.</i>	
	<b>A.5</b>	<b>The development plan incorporates the site's significant natural features;</b>
<b>Staff Comment</b>	<i>The site is empty and flat, it does not contain any natural features worthy of protection.</i>	
	<b>A.6</b>	<b>Each phase of such development shall contain all the necessary elements and improvements to exist independently from proposed future phases in a stable manner;</b>
<b>Staff Comment</b>	<i>N/A – No phases are proposed.</i>	
	<b>A.7</b>	<b>One or more amenities as set forth in subsection 17.10.030I of this chapter shall be provided to ensure a public benefit;</b>
<b>Staff Comment</b>	<i>Please refer to Section I of this report for further details.</i>	
	<b>A.8</b>	<b>All exterior lighting shall comply with the standards set forth in subsection 17.08C of this chapter; and</b>
<b>Staff Comment</b>	<i>All exterior lighting will be compliant, this has been made a Condition of Approval.</i>	
	<b>A.9</b>	<b>The proposed PUD Agreement is acceptable to the applicant and the City.</b>
<b>Staff Comment</b>	<i>A draft PUD Agreement has been submitted and is attached. The City Attorney is currently reviewing the PUD Agreement, and comments, if any, will be brought to the hearing.</i>	

**Summary and Suggested Conditions:** The Commission shall conduct a public hearing and review the Application, all supporting documents and plans, and recommendations of City Staff, in making their recommendation to the Council. In any public hearing on a PUD Application, the presiding officer may order the hearing to be continued for up to thirty (30) days at the same place, in which case no further published notice shall be required.

1. The proposed development is subject to Preliminary Plat approval by the Hailey City Council.
2. The project shall receive Planned Unit Development approval subject to the conditions outlined in the PUD Development Agreement.
3. A waiver is hereby granted as follows:
  - a. Waiver of the minimum lot size in the Limited Residential (LR-2) Zoning District (Section 17.04B.050).
4. In exchange for the waivers granted, the Applicant shall provide a community benefit through the provision of Community Housing:
  - a) By way of a deed covenant, the developer will restrict one (1) of the five (5) new single-family residential lots/units for sale to local employees, local employers, and/or local housing providers, as defined by the Planned Unit Development Agreement and the Locals Only Deed Covenant.
  - b) The designated community housing unit shall be identical to at least one (1) other new, market-rate residence in the subdivision.
5. The proposed development can be completed within the standard timeline of a Building Permit, or 548 days.

**Motion Language:**

**Approval:** Motion to approve a conduct a first reading of Ordinance No. \_\_\_\_ an Ordinance approving a Planned Unit Development (PUD) Application by Darin and Kathleen Barfuss for the proposed Star Light Lane Subdivision, located at the intersection of Silver Star Drive and Broadford Road, within the Limited Residential (LR-2) Zoning District (1371 Silver Star Drive; Hailey Fr S1/2 TI 7731 & TI 7732 Sec 16 2N 18E), finding that the application meets all City Standards, and that Conditions (1) through (5) will be met.

**Denial:** Motion to deny the Planned Unit Development (PUD) Application by Darin and Kathleen Barfuss for the proposed Star Light Lane Subdivision at the intersection of Silver Star Drive and Broadford Road in the Limited Residential (LR-2) Zoning District (1371 Silver Star Drive; Hailey Fr S1/2 TI 7731 & TI 7732 Sec 16 2N 18E), finding that \_\_\_\_\_ [Council should cite which standards are not met and provide the reason why each identified standard is not met].

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

**HAILEY ORDINANCE NO. \_\_**

AN ORDINANCE OF THE CITY OF HAILEY, IDAHO, AUTHORIZING A PLANNED UNIT DEVELOPMENT AGREEMENT WITH NORTH OF BELLEVUE, LLC, FOR THE DEVELOPMENT OF FIVE (5) SINGLE-FAMILY RESIDENTIAL UNITS, ONE (1) OF WHICH WILL BE DEDICATED AS A COMMUNITY HOUSING UNIT, AND IN EXCHANGE, AN APPROVAL FOR WAIVERS TO HAILEY'S MUNICIPAL CODE. THIS PROJECT IS TO BE LOCATED AT 1371 SILVER STAR DRIVE (HAILEY FR S1/2 TL 7731 & TL 7732 SEC 16 2N 18E); PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE; AND PROVIDING FOR THE EFFECTIVE DATE OF THIS ORDINANCE UPON PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW.

WHEREAS, the City of Hailey desires to enter into a Planned Development Agreement with North of Bellevue, LLC, regarding the development of a five (5) unit, single-family residential project located at 1371 Star Light Drive (HAILEY FR S1/2 TL 7731 & TL 7732 SEC 16 2N 18E).

WHEREAS, the City of Hailey desires the dedication of one (1) community housing unit in exchange for the following waivers to Hailey's Municipal Code:

- A waiver to the Minimum Lot Size Requirements for Limited Residential (LR-2) Zoning District.

WHEREAS, the City of Hailey agrees to the terms and conditions of the Planned Unit Development Agreement, a copy of which is attached hereto.

WHEREAS, the parameters set forth in the PUD Agreement, and this ordinance will promote the public health, safety and general welfare;

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

Section 1. Severability Clause. Should any section or provision of this Ordinance be declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the Ordinance as a whole or any part thereof other than the part so declared to be unconstitutional or invalid.

Section 3. Repealer Clause. All City of Hailey ordinances or parts thereof, which are in conflict herewith, are hereby repealed.

Section 4. Effective Date. This ordinance shall be in full force and effect from and after passage, approval, and publication according to law.

PASSED AND ADOPTED BY THE HAILEY CITY COUNCIL AND APPROVED BY THE  
MAYOR THIS \_\_ DAY OF \_\_\_\_\_, 2023.

\_\_\_\_\_  
Martha Burke, Mayor, City of Hailey

Attest:

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



RECORDING REQUESTED BY  
AND WHEN RECORDED  
RETURN TO:

City of Hailey  
Attn: Mary Cone  
115 South Main Street, Ste.  
H Hailey, ID 83333

(Space Above Line for Recorder's Use)

**PLANNED UNIT DEVELOPMENT AGREEMENT  
(Star Light Lane Subdivision)**

THIS PLANNED UNIT DEVELOPMENT AGREEMENT (“**Agreement**”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 2023 (“**Agreement Date**”), by and between the CITY OF HAILEY, IDAHO, a municipal corporation (“**City**”), and NORTH OF BELLEVUE, LLC, a Limited Liability Corporation (“**Owner**”). City and Owner may be referred to in this Agreement individually as a “**Party**” or collectively as the “**Parties**”, as warranted under the circumstances.

**RECITALS**

A. City is a municipal corporation possessing all powers granted to municipalities under the applicable provisions of the Idaho Code, including the power to approve planned unit developments and the power to contract. This Agreement is a collaboration between the Parties that will provide mutual benefit for the Parties and residents of the City.

B. Owner owns real property within the municipal boundary of the City of Hailey commonly known as 1371 Silver Star Drive (HAILEY FR S1/2 TL 7731 & TL 7732 SEC 16 2N 18E), which is legally described on Exhibit A, attached hereto, and incorporated herein (“**Property**”).

C. On \_\_\_\_\_, 2023, City approved the Planned Unit Development (PUD) Application allowing the Property to be developed as a six (6) lot subdivision, with only five (5) single family residential units proposed for development (“**Project**”) as specified in that certain PUD Site Plan, a copy of which is attached hereto as Exhibit B (“**PUD Site Plan**”). In connection with City’s approval of the Project, City adopted certain Findings of Fact and Conclusions of Law (“**Findings**”). The Findings, including, without limitation, all conditions of approval, are attached hereto as Exhibit C.

D. City desires Owner to develop the Property in conformity with the Findings, the PUD Site Plan, and pursuant to Chapter 17.10 of the Hailey Municipal Code (“**HMC**”) and other applicable ordinances and regulations, subject to the specific terms, conditions and modifications set forth in this Agreement.

E. City has the capacity to provide essential services to the Project, including, water, sewer, and emergency services.

F. City has held all required public hearings and public meetings for consideration and

approval of the Project and this Agreement.

G. City and Owner desire to enter this Agreement for the purpose of fulfilling the requirements of HMC §17.10.050.05 and to establish certain rights and obligations of the Parties with regard to the development of the Property, including, without limitation, the development schedule and the modifications granted, and amenities provided.

## **AGREEMENT**

NOW, THEREFORE, in consideration of the mutual covenants, promises, agreements, terms, and conditions set forth herein, the Parties agree as hereinafter provided.

**1. Incorporation of Recitals.** The Recitals set forth above are hereby incorporated into and made an integral part of this Agreement.

**2. Development.** This Agreement shall vest the right to develop the Property in accordance with the terms and conditions of this Agreement. The Property may be developed in substantial conformance with the PUD Site Plan as a five (5) unit, single-family residential project. The uses allowed pursuant to this Agreement are those uses allowed under HMC and specified herein.

**3. Planned Unit Development Amenities.** The Project provides community benefits through the provision of Community Housing as follows:

3.1. The Owner shall designate one (1) of the five (5) single family residential units as Community Housing Units (the “Community Housing Units”), which are for sale available to residents of Blaine County, as outlined in Exhibit D: Locals Only Community Housing Deed Restriction Covenant (“Restriction”) and shall record a Restriction mutually agreed to by the parties, prior to issuance of a Certificate of Occupancy permit.

**4. Development Schedule.** The Parties anticipate construction on the Property in furtherance of the Project will commence in 2024. If construction has not commenced on the Project by Summer 2025, Owner shall seek an extension pursuant to HMC § 17.10.050.06(C). Commencement of construction means any construction activity on the Property in furtherance of the Project, including, but not limited to, earth work and utility work.

**5. Ownership and Maintenance of Common Areas.** All common area within the Project shall be owned and maintained by an Idaho non-profit corporation organized as the Maple Street Apartments Homeowners Association (“HOA”), who will manage the Property and Project in accordance the HOA’s governing documents.

**6. Water Use and Conservation.** Potable water shall be provided by City municipal water services. All landscaping design and irrigation practices on the Property and within any irrigated right-of-way improved as part of the Project may be from the existing well; however, the well shall be abandoned at the dwelling unit(s), and proof of abandonment shall be supplied to the City. Landscaping design and irrigation practices shall further be consistent with the City’s Water Conservation Landscaping Guidelines, including, but not limited to, use of xeriscape grasses and native drought tolerant plants and vegetation. Irrigation systems shall use

EPA Water Sense controllers and heads or other equivalent water conservations controllers and heads.

**7. No Other Conditions of Approval.** City has determined that except as set forth in the Findings and this Agreement, no other conditions need be attached to the Project to mitigate potential adverse impacts to the City's infrastructure, to further the City's land use policies or ensure the benefits and amenities to be derived from the Project.

**8. Conditions of Owner's Obligations.** Owner's obligations hereunder are expressly conditioned upon it obtaining approval of and receiving funding for the Project in amounts and on terms and conditions acceptable to Owner. If Owner is unable to secure acceptable funding for the Project, and/or any phase thereof Owner may elect either to waive the unsatisfied condition or contingency by commencing construction of the Project improvements or terminate this Agreement by giving written notice of such termination to City.

**9. Term.** The term of this Agreement shall be perpetual, subject to conditions above and Owner's right to terminate.

**10. Miscellaneous Provisions.**

a) Police Powers. Except as otherwise expressly provided herein, nothing contained herein is intended to limit the police powers of the City or its discretion in review of subsequent applications regarding development of the Property. This Agreement shall not be construed to modify or waive any law, ordinance, rule, or regulation not expressly provided for herein, including, without limitation, applicable building codes, fire codes, the HMC, and any applicable Planned Unit Development requirements for the Property.

b) Amendment. This Agreement may be revised, amended, or canceled in whole or in part, only by means of a written instrument executed by both Parties.

c) Specific Performance. In the event of an uncured breach of this Agreement, in addition to all other remedies at law or in equity, this Agreement shall be enforceable by specific performance by either Party. All remedies shall be cumulative.

d) Attorney's Fees. In the event either Party is required to retain counsel to enforce a provision of this Agreement, or to recover damages resulting from a breach hereof, the prevailing party shall be entitled to recover from the other Party all reasonable attorney's fees incurred, whether or not litigation is actually instituted or concluded.

e) Notices. All notices required or provided for under this Agreement shall be in writing and deemed delivered upon delivery in person or upon mailing by certified mail, return receipt requested, postage prepaid. However, the time period in which a response to such notice must be given shall commence to run from the date of receipt on the return receipt of the notice. Rejection or refusal to accept, or the inability to deliver because of a change of address of which no notice was given shall be deemed to be receipt of the notice.

Notices to City shall be addressed as follows:

City of Hailey  
115 Main Street South, Suite H  
Hailey, ID 83333  
Attn: Robyn Davis, Community Development Director  
Email: [robyn.davis@haileycityhall.org](mailto:robyn.davis@haileycityhall.org)

Notices given to Owner shall be addressed as follows:

North of Bellevue, LLC  
PO BOX 104  
Bellevue, ID 83313  
Attn: Darin and Kathleen Barfuss

A Party may change the address to which further notices are to be sent by notice in writing to the other Party, and thereafter notices shall be addressed and transmitted to the new address.

g) Relationship of Parties. It is understood that the contractual relationship between City and Developer is such that neither party is the agent, partner, or joint ventures of the other party.

h) Successors and Assigns; Covenant Running with the Land. This Agreement shall inure to the benefit of City and Owner and their respective heirs, successors, and assigns. This Agreement, including all covenants, terms, and conditions set forth herein, shall be and are hereby declared covenants running with the land with regard to the Property or any portion thereof, and is binding on the Parties and their respective heirs, successors, and assigns.

i) Recordation and Release. Following mutual execution, this Agreement shall be recorded with the Blaine County Recorder. The Owner shall have one (1) year from the City's issuance of the Findings to deliver a fully executed version of the Agreement to the City. City agrees to execute all appropriate documentation to cause the encumbrance of this Agreement to be released and removed from the public records in the event of termination.

j) No Waiver. In the event that City or Owner, or its successors and assigns, do not strictly comply with any of the obligations and duties set forth herein, thereby causing a default under this Agreement, any forbearance of any kind that may be granted or allowed by Owner, City, or their successors and assigns, to the other party under this Agreement shall not in any manner be deemed or construed as waiving or surrendering any of the conditions or covenants of this Agreement with regard to any subsequent default or breach.

k) Partial Invalidity. In the event any portion of this Agreement, or part hereof, shall be determined by any court of competent jurisdiction to be invalid, void, or otherwise unenforceable, the remaining provisions of this Agreement, or parts hereof, shall remain in full force and effect and shall in no way be affected, impaired or invalidated, it being understood that such remaining provisions shall be construed in a manner most closely approximating the intention of the Parties with respect to the invalid, void, or unenforceable provision or part hereof.

l) Entire Agreement. This Agreement constitutes the full and complete agreement and understanding between the Parties.

m) Exhibits. All exhibits referred to in this Agreement are incorporated into this Agreement by reference as though restated in whole.

n) Authority. Each of the persons executing this Agreement represents and warrants that he or she has the lawful authority and authorization to execute this Agreement, as well as all deeds, covenants, easements, liens, and other documents required hereunder, for and on behalf of the entity executing this Agreement.

p) Choice of Law. This Agreement shall be governed by and construed in accordance with the laws of the state of Idaho, which shall be the sole jurisdiction and venue for any action which may be brought by either Party with respect to this Agreement or the subject matter hereof. Except as provided otherwise in this Agreement, development of the Project shall be vested and governed by policies, procedures, guidelines, ordinances, codes, and regulations of the City governing land use in effect as of the date the applications for the Project were filed. Any amendments or additions made during the term of this Agreement to City policies, procedures, guidelines, ordinances, codes, or regulations shall not apply to or affect the conditions of development of the Project; provided, however, the following are exempt from vesting under this Agreement:

- i) plan review fees and inspection fees;
- ii) amendments to building, plumbing, fire and other construction codes;
- iii) City enactments that are adopted pursuant to state or federal mandates that preempt the City's authority to vest regulations.

Notwithstanding the foregoing, Owner may elect to be bound by future amendments to the HMC, or other regulations, policies or guidelines affecting development, provided no new land use not allowed under this Agreement and no increase in total square footage of structures to be developed is proposed. In all other instances, the request to be bound by future amendment(s) shall be approved by City as an amendment to this Agreement.

[end of text; signature page(s) follow]

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

North of Bellevue, LLC, a  
Limited Liability Company

City of Hailey, Idaho, a municipal  
corporation

By: \_\_\_\_\_  
Darin Barfuss, Manager

By: \_\_\_\_\_  
Martha Burke, Mayor

DRAFT





**EXHIBIT A**  
**Legal Description of the Property**

1371 Silver Star Drive (HAILEY FR S1/2 TL 7731 & TL 7732 SEC 16 2N 18E), BLAINE COUNTY, IDAHO, as shown on the official plat thereof, recorded \_\_\_\_\_, as Instrument No. \_\_\_\_\_, records of Blaine County, Idaho.

1371 Silver Star Drive (HAILEY FR S1/2 TL 7731 & TL 7732 SEC  
16 2N 18E)

DRAFT

**EXHIBIT B  
PUD Site Plan**

[insert prior to recording]

DRAFT

**EXHIBIT C**  
**Planned Unit Development**  
**Findings of Fact, Conclusions of Law, and Decision**

[insert prior to recording]

DRAFT

**EXHIBIT D**  
**Locals Only Community Housing Deed Restriction Covenant**

[insert prior to recording]

DRAFT

DRAFT

Recording Requested By  
and When Recorded  
Return to:

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

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**LOCALS ONLY**  
**COMMUNITY HOUSING DEED RESTRICTION COVENANT**  
(LIMITING HOUSEHOLD OWNERSHIP AND RESIDENCE TO LOCAL ECONOMY PARTICIPANT)

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

**Section 1: Background.**

1.1 This Community Housing Deed Restriction Covenant is entered into on or about the \_\_\_\_ day of \_\_\_\_\_ 202\_\_ and to be recorded with the Blaine County Recorder of Deeds and assigned an Instrument number that will thereafter, and forever restrict title to the property herein referenced..

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

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

1.4 Terms not otherwise defined in this Covenant shall have the meaning ascribed to

such terms in Section 2.

## **Section 2: Definitions.**

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

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

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

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

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

2.6 "Qualified Household" means one Qualified Resident or a group of persons that contains at least one Qualified Resident. A Qualified Household may have occupants that are not Qualified Residents as long as at least one occupant is a Qualified Resident, and household net worth meets Qualified Resident standards provided in paragraph 2.9 hereinbelow.

2.7 "Qualified Resident" means a person who works an average of fifteen hundred (1,500) hours or more per year at a business in Blaine County, Idaho that holds a valid and current business license, pays sales taxes, and is otherwise generally recognized as a legitimate business. Government and non-profit organizations qualify as employment with a business in Blaine County. Exceptions to the employment requirement apply to persons who hold verified, genuine offers of such employment, who otherwise qualify. A person remains a Qualified Resident if after ownership of said property the person retires from or becomes disabled from qualifying employment.

2.8 "Qualified Buyer" is a person or group of people meeting and in full compliance with the qualifications and conditions set forth herein, who, upon taking title to the deed restricted unit contemplated herein; by virtue of employment in Blaine County as set forth hereinabove; who owns no other real properties and who can demonstrate a maximum net worth of no more than five



hundred thousand dollars (\$500,000.00). (Five Hundred Thousand Dollars buying power may decline or rise over time and shall be calculated using the US Bureau of Labor Statistics “CPS Inflation Calculator” or similar recognized tool in place at the time of calculating qualification compared to the date of adoption hereof). The Qualified Buyer must also have a complete and current application on file with ARCH, its assigns or a then affordable community housing non-profit doing business in Blaine County, at the time a contract for the Sale of the Property is entered into between an Owner and the Qualified Buyer. The City of Hailey, and any non-profit corporation in the business of supplying, maintaining, and administering affordable community housing in Blaine County may also be deemed a Qualified Buyer.

2.9 “Net Worth” is the total value of all assets of the residents of a Qualified Buyer, minus any liabilities.

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

### **Section 3: Transfer.**

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

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

3.3 In the event HAILEY becomes the fee owner of the Property, such conveyance of the fee interest to HAILEY shall not work a merger of the interests of HAILEY as to the Property and this Covenant shall continue to be in full force and effect unless an express Declaration of Termination hereof, as otherwise permitted herein, after Notice and Public Hearing by Hailey City Council and majority vote determining the public interest would be thereby served, or alternatively after due process of law by its assign, signed and acknowledged by HAILEY, or its assign, is

recorded in the official records of Blaine County, Idaho.

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

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

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

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

Owner shall at all times, and at its own cost and expense, maintain, repair and/or replace in good, clean and habitable condition the Property and every part thereof, in compliance with the HOA, if any, including, without limitation, any home, building or improvement on the Property, the roof, foundation, walls, siding, trim, floors, doors and windows, all electrical, plumbing, sewer, septic and HVAC components, lines and fixtures, all appliances, equipment and systems on the Property, all paved surfaces, all landscaped areas, and any sprinkler systems and water lines, reasonable wear and tear excepted. Such work must be performed in a good and workmanlike manner. The Owner shall maintain the landscaped areas of the Property in a neat, clean, and healthy condition. Owner shall replace all dead, dying, or diseased plants, shrubs, and trees. Owner shall provide adequate watering for the landscaped areas, shall mow, trim, and prune the landscaped areas as needed for a neat and presentable appearance, and shall otherwise keep the Property free of harmful pests, insects and noxious weeds and plants. If Owner refuses or neglects to maintain, repair or replace the Property, or any part thereof, in accordance with this Section, according to the provisions of Sections 11 and 12, HAILEY shall have the right, but not the obligation, to perform such maintenance, repair or replacement obligations on behalf of and for the account of Owner. In such an event, any costs incurred by HAILEY shall be immediately due and payable upon receipt of an invoice according to

the terms of Section 12.5.

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

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

4.5 Any post-purchase construction on, substantial alteration of, or change to the existing state of the Property, including the addition of a new structure, expansion of an existing structure, or the substantial alteration of existing interior or exterior improvements, including landscaping, is subject to the following conditions: (a) all costs shall be borne and paid for by the Owner; (b) all work shall be performed in a manner consistent with the highest construction standards and shall comply with all applicable laws and regulations; (c) all work shall be consistent with the permitted uses set forth in this section.

#### **Section 5: Maximum Sales Price & Maximum Rental Amount.**

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

#### **Section 6: Closing.**

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

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

Qualified Buyer.

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

## **Section 7: Insurance & Casualty.**

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

7.1 If the Property is damaged or destroyed, the Owner shall promptly notify HAILEY in writing. The Owner shall thereafter promptly make a claim on any insurance policy covering such damage or destruction. The mortgagee shall have first claim on such proceeds to the extent necessary to pay mortgage principal and any accrued interest. Owner shall thereafter have the option to either a) utilize the remaining proceeds of any insurance settlement, together with a new mortgage not to exceed the balance (except with written approval of the HAILEY) of any mortgages paid from said settlement to repair or restore the Property to its condition prior to such damage or destruction, unless Owner obtains HAILEY's prior written approval to repair or restore the Property to some other condition or state, or b) to take such proceeds from the insurance settlement as would have been generated from a Sale per the terms of Section 5 of this Covenant (net of mortgages or other obligations paid from the proceeds from the proceeds of the insurance settlement), and assign the balance of the insurance proceeds, together with title to the Property, to the HAILEY.

## **Section 8: Encumbrances.**

8.1 Owner shall promptly pay when due all monetary liens, taxes, assessments, and encumbrances on the Property and otherwise comply with the terms and provisions of any deed of trust, mortgage or other loan documents pertaining to the Property. Owner shall instruct all lenders and their assigns to copy HAILEY on all communications relating to any loan on the Property and within five (5) days after Owner's receipt, Owner shall provide HAILEY with copies of any written

communications from any lender not delivered to HAILEY. In the event that HAILEY initiates any enforcement or default action against the Owner, the HAILEY shall, within five (5) days after commencement of such action, notify the mortgage holder of such action.

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

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

- (a) In the event of any foreclosure of a purchase money mortgage or deed of trust in a first priority position on the Property (but subject to this Covenant), such foreclosing party ("Foreclosing Party") may sell the Property through a duly called and noticed foreclosure sale to any person or entity that the foreclosing party strictly adheres to the provisions of this Section 8.4 and Section 8.5. The Foreclosing Party shall notify HAILEY in writing of any pending foreclosure concurrent with the date the trustee or beneficiary files for record the notice of default as required by Idaho Code Section 45-1505, as may be amended, or the mortgagee serves upon the mortgagor an action for foreclosure and thereafter the Foreclosing Party shall send a copy of all notices sent to the Owner to HAILEY; and
- (b) Within 90 days of receiving notification of the borrower default or the property foreclosure, and upon request of HAILEY or its assigns, the Foreclosing Party shall agree to sell, transfer and convey to HAILEY the entire debt obligation owed to the Foreclosing Party and take full assignment of the debt obligation, promissory note, and other loan documentation, including foreclosure rights, for the lesser of the Foreclosing Party's gross investment or the estimated net recovery value of the security property. Notwithstanding the aforesaid, and in order to safeguard the Community Housing program, the Owner, and HAILEY from predatory lending practices, no obligation of mortgage principal which exceeded 100% of the Market Value, as encumbered by this Deed Restriction Covenant, of the property at the date said principal obligation was incurred shall be recoverable by any foreclosing party. HAILEY, or its assigns may, but shall not be obligated to, purchase the debt obligation for less than the amount calculated if HAILEY and the Foreclosing Party agree.

8.4 In the event HAILEY, or its assign, does not elect to purchase the debt obligation pursuant to Section 8.3(b) and the Foreclosing Party has strictly adhered to Section 8.4, or in the event HAILEY has taken assignment of the debt obligation and is the Foreclosing Party, the Foreclosing Party may proceed with the foreclosure action and the Property may be sold to a person



who is a Qualified Buyer. Proceeds, if any, from the foreclosure sale shall be distributed in accordance with this paragraph. Costs of foreclosure, including trustee services, sheriff's fees, and similar costs, and all amounts due the Foreclosing Party shall have first priority to the sale proceeds. Next, HAILEY shall be entitled to all proceeds in excess of those due to the foreclosing party. amount.

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

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

#### **Section 9: Condemnation.**

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

9.2 Any assessment of damages paid by the condemning authority for the value of or damages to the Property shall be first utilized to pay the full amount of any existing mortgages, together with any accrued interest thereon. The balance of damage payment proceeds shall be shared between Owner (and secured mortgagees) and HAILEY. The amount of the assessment payable to Owner shall be ninety seven percent (97%) and three (3%) shall be paid to HAILEY.

#### **Section 10: Indemnity, Waiver and Release.**

10.1 Owner acknowledges and agrees that HAILEY, its agents, employees and contractors, are not making, have not made and expressly disclaim any representations or warranties, express or implied, with respect to any Qualified Buyer or Qualified Resident and/or with respect to any aspect, feature or condition of the property including, without limitation, the existence of hazardous waste, the suitability of the property for owner's intended use, owner's ability to sell the property or in a timely fashion or to rent the property to a Qualified Resident at the maximum rental amount, for any length of time or in a timely fashion. Owner, Qualified Buyer, and Qualified Resident shall independently verify all information and reports regarding any aspect or feature of the property. HAILEY does not guarantee the accuracy of any information or reports provided by HAILEY, its

agents, employees, or contractors. To the fullest extent permitted by law, Owner, and Qualified Buyer release HAILEY from any and all liability relating to any aspect or condition of the property, known or unknown, foreseeable, or unforeseeable, actual, or contingent, arising by statute, common law or otherwise. As used herein “hazardous waste” shall mean any hazardous waste or pollutants, contaminants or hazardous waste as defined by the federal water pollution control act, the comprehensive environmental response, compensation and liability act of 1990 and any amendments thereto, the resource conservation and recovery act and any amendments thereto or any similar state, local or federal law, rule or regulation, including, without limitation, asbestos or asbestos containing materials, PCB's, petroleum and petroleum products and urea-formaldehyde.

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

10.3 HAILEY shall not be liable for injury or damage which may be sustained by the person, goods, wares, merchandise or property of owner, or any occupants or invitees to the property, or any other person in or about the property caused by or resulting from fire, steam, electricity, gas, water or rain, freezing, or leakage, obstruction or other defects of the pipes, sprinklers, wires, appliances, plumbing, air condition, lighting fixtures or other aspect or features of the property.

## **Section 11: Compliance & Default.**

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

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



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

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

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

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

## **Section 12: Remedies.**

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

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

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

### Section 13: Notices.

13.1 All notices given pursuant to this Covenant shall be in writing and shall be given by personal service, by United States certified mail or by United States express mail or other established express delivery service (such as Federal Express) with signature confirmation required, postage or delivery charge prepaid, addressed to the appropriate party at the address set forth below. If a notice is delivered to Owner by personal service or by United States express mail or other established express delivery service (such as Federal Express), such notice may be delivered to the Property. If a notice must be given to a person other than one designated below or otherwise sent to Owner, such notice shall be sent to the person and address shown on the then current real property tax rolls of the county in which the Property is located. All notices given to the appropriate party shall be sent to the address set forth below:

To Declarant:

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

To \_\_\_\_\_

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

13.2 For the purpose of this Covenant, the term "receipt" shall mean the earlier of any of the following: (i) the date of delivery of the notice or other document to the address specified pursuant to Section 13.1 as shown on the return receipt, (ii) the date of actual receipt of the notice or other

document by the person or entity specified pursuant to 13.1, or (iii) in the case of refusal to accept delivery or inability to deliver the notice or other document, the earlier of (a) the date of the attempted delivery or refusal to accept delivery, (b) the date of the postmark on the return receipt, or (c) the date of receipt of notice of refusal or notice of non-delivery by the sending party.

#### **Section 14: General Provisions.**

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

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

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

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

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

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

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

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

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

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

CITY OF HAILEY

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

Martha Burke, Mayor

DECLARANT:

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

STATE OF IDAHO            )  
  ) ss  
County of Blaine            )

On this \_\_\_\_ day of \_\_\_\_\_, 202\_\_, before me, the undersigned, a notary public in and for the State of Idaho, personally appeared \_\_\_\_\_, the manager and authorized representative of \_\_\_\_\_, an Idaho \_\_\_\_\_ company, known to me, or proven to me by oath and identification, to be the person whose name is subscribed to this instrument, and acknowledged to me under oath that he executed the same on behalf of said company.

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

Name: \_\_\_\_\_  
Notary Public for Idaho  
Residing at \_\_\_\_\_  
My commission expires \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
  ) ss.  
County of \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, in the year 202\_\_, before me, the undersigned Notary Public, personally appeared Martha Burke, known or identified to me to be the Mayor of the City of Hailey, an Idaho municipal corporation, that executed the within instrument or the person(s) who executed the instrument on behalf of said body, and acknowledged to me that such body authorized the same.

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

Name: \_\_\_\_\_  
Notary Public for Idaho  
Residing at \_\_\_\_\_  
My commission expires \_\_\_\_\_

Exhibit "A"

Legal Description of Property

DRAFT

# **Return to Agenda**



**AGENDA ITEM SUMMARY**

**DATE:** 11/13/2023      **DEPARTMENT:** Community Development      **DEPT. HEAD SIGNATURE:** RD

**SUBJECT:** Consideration of a Preliminary Plat Application by Darin and Kathleen Barfuss wherein 1371 Silver Star Drive (Hailey Fr S1/2 TI 7731 & TI 7732 Sec 16 2N 18E), the parcel at the intersection of Silver Star Drive & Broadford Road, is subdivided into six (6) lots, to be utilized for single-family dwelling units, and is located within the Limited Residential (LR-2) Zoning District. This project is in tandem with a Planned Unit Development Application and is to be known as Star Light Lane Subdivision.

This Preliminary Plat Application will be heard concurrently with a Planned Unit Development Application.

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

**BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:** The proposed project is located at the intersection of Silver Star Drive and Broadford Road in the Limited Residential (LR-2) Zoning District - at 1371 Silver Star Drive (Hailey Fr S1/2 TI 7731 & TI 7732 Sec 16 2N 18E). The Applicant seeks to subdivide the entire parcel into six (6) lots. While the parcel is bifurcated by Silver Star Drive, the Applicant seeks to subdivide the northern piece into five (5) single-family lots ranging in size from 9,620 to 12,027 square feet — to be known as Star Light Lane Subdivision. The Applicant does not plan to develop the southern parcel, Lot 6, at this time; however, is contemplating municipal connections to proposed Lot 6 if the applications are approved, and during construction of the single-family units on proposed Lots 1-5.

By-right, the Limited Residential (LR-2) Zoning District permits four (4) single-family lots of approximately 13,068 square feet in size on the northern piece of the parcel. In association with an Application for a Planned Unit Development Agreement, which requests a waiver to the LR-2 minimum lot size requirement, the Applicant is proposing a total of five (5) dwelling units— marking a 25% increase to the maximum density of single-family residences found in LR-2 neighborhoods. The proposed plat assimilates with the Limited Residential (LR-1) Zoning District and neighborhood directly north of the site, where the minimum lot size requirement is 8,000 square feet.

On September 5, 2023, the Hailey Planning and Zoning Commission recommended approval for the proposed Preliminary Plat Application – or, subdividing the land into six (6) lots, and if approved, the new subdivision would be developed, recorded, and named Star Light Lane Subdivision.

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

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

<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 type="checkbox"/> Finances
<input type="checkbox"/> Safety Committee	<input checked="" type="checkbox"/> P & Z Commission	<input type="checkbox"/> Police	_____
<input checked="" type="checkbox"/> Streets	<input checked="" type="checkbox"/> Public Works, Parks	<input type="checkbox"/> Mayor	_____

**RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:**

**Motion Language:**

**Approval:** Motion to approve a Preliminary Plat Application by Darin and Kathleen Barfuss wherein 1371 Silver Star Drive (Hailey Fr S1/2 TI 7731 & TI 7732 Sec 16 2N 18E), at the intersection of Silver Star Drive & Broadford Road, is subdivided into six (6) lots within the Limited Residential (LR-2) Zoning District, finding that the application meets all City Standards, and that Conditions (a) through (j) are met.

**Denial:** Motion to deny a Preliminary Plat Application by Darin and Kathleen Barfuss wherein 1371 Silver Star Drive (Hailey Fr S1/2 Tl 7731 & Tl 7732 Sec 16 2N 18E), at the intersection of Silver Star Drive & Broadford Road, is subdivided into six (6) lots within the Limited Residential (LR-2) Zoning District, finding that \_\_\_\_\_ [Council should cite which standards are not met and provide the reason why each identified standard is not met].

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

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**ADMINISTRATIVE COMMENTS/APPROVAL:**

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

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**ACTION OF THE CITY COUNCIL:**

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

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**FOLLOW-UP:**

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



**Staff Report**  
**Hailey City Council**  
**Regular Meeting of November 13, 2023**

**To:** Hailey City Council  
**From:** Robyn Davis, Community Development Director  
**Overview:** Consideration of a Preliminary Plat Application by Darin and Kathleen Barfuss wherein 1371 Silver Star Drive (Hailey Fr S1/2 TI 7731 & TI 7732 Sec 16 2N 18E), the parcel at the intersection of Silver Star Drive & Broadford Road, is subdivided into six (6) lots, to be utilized for single-family dwelling units, and is located within the Limited Residential (LR-2) Zoning District. This project is in tandem with a Planned Unit Development Application and is to be known as Star Light Lane Subdivision.  
**Hearing:** November 13, 2023

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**Applicant:** Darin and Kathleen Barfuss  
**Location:** 1371 Silver Star Drive (Hailey Fr S1/2 TI 7731 & TI 7732 Sec 16 2N 18E)  
**Zoning/Size:** Limited Residential (LR-2) Zoning District; 1.20 acres (52,272 square feet)

**Notice:** Notice for the public hearing was published in the Idaho Mountain Express and mailed to property owners on October 25, 2023.

**Background:** The proposed project is located at the intersection of Silver Star Drive and Broadford Road in the Limited Residential (LR-2) Zoning District - at 1371 Silver Star Drive (Hailey Fr S1/2 TI 7731 & TI 7732 Sec 16 2N 18E). The Applicant seeks to subdivide the entire parcel into six (6) lots. While the parcel is bifurcated by Silver Star Drive, the Applicant seeks to subdivide the northern piece into five (5) single-family lots ranging in size from 9,620 to 12,027 square feet — to be known as Star Light Lane Subdivision. The Applicant does not plan to develop the southern parcel, Lot 6, at this time; however, is contemplating municipal connections to proposed Lot 6 if the applications are approved, and during construction of the single-family units on proposed Lots 1-5.

By-right, the Limited Residential (LR-2) Zoning District permits four (4) single-family lots of approximately 13,068 square feet in size on the northern piece of the parcel. In association with an Application for a Planned Unit Development Agreement, which requests a waiver to the LR-2 minimum lot size requirement, the Applicant is proposing a total of five (5) dwelling units— marking a 25% increase to the maximum density of single-family residences found in LR-2 neighborhoods. The proposed plat assimilates with the Limited Residential (LR-1) Zoning District and neighborhood directly north of the site, where the minimum lot size requirement is 8,000 square feet.

**Procedural History:** The original Preliminary Plat Application was certified complete on December 12, 2022, then heard by the Planning and Zoning Commission on March 6, 2023 in tandem with a Planned Unit Development Agreement. On March 6, 2023, the Planning and Zoning Commission took no action on the proposed plat but recommended that the Applicant reconfigure the plat to reflect a lower density— six (6) or seven (7) residential lots instead of nine (9). On July 19, 2023 the Applicant re-submitted a plat reflecting the Commission’s recommendation. The updated Preliminary Plat Application was heard and recommended for approval by the Commission on September 5, 2023. Hailey

City Council will review the proposed application, in tandem with a Planned Unit Development Application, on Monday, November 13, 2023, at 5:30pm. The meeting will be held at Hailey City Hall, or virtually via GoTo Meeting.

<b>Standards of Evaluation for a Subdivision</b>				
Compliant			Standards and Staff Comments	
Yes	No	N/A	City Code	City Standards and <i>Staff Comments</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.06.050	<b>Complete Application</b>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>Department Comments</b>	<b>Engineering:</b> <i>The Public Works Department appreciates that the Applicant has agreed to construct a portion of the Broadford shared-use path—to fulfill their Parks/Pathway requirement and in-lieu of sidewalks along the Silver Star Drive frontage. Reason being that there are no sidewalks in the LR-2 neighborhood; instead of creating an island of sidewalks, City Staff strongly prefers that the Applicant assist with the incremental effort to extend the Broadford shared-use path.</i>
				<b>Life/Safety:</b> <i>No comments.</i>
				<b>Water and Sewer:</b> <i>No comments.</i>
				<b>Building:</b> <i>No comments.</i>
				<b>Streets:</b> <i>See above, from Engineering.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.010 <b>Development Standards</b>	<b>Applicability:</b> <b>The configuration and development of proposed subdivisions shall be subject to and meet the provisions and standards found in this Title, the Zoning Title and any other applicable Ordinance or policy of the City of Hailey and shall be in accordance with general provisions of the Comprehensive Plan.</b>
			<b>Staff Comments</b>	<i>Please refer to the specific standards as noted herein.</i>
<b>16.04.020: Streets:</b>				
Compliant			Standards and Staff Comments	
Yes	No	N/A	City Code	City Standards and <i>Staff Comments</i>
			16.04.020	<b>Streets:</b> <b>Streets shall be provided in all subdivisions where necessary to provide access and shall meet all standards below.</b>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	A.	<b>Development Standards:</b> <b>All streets in the subdivision must be platted and developed with a width, alignment, and improvements such that the street is adequate to safely accommodate existing and anticipated vehicular and pedestrian traffic and meets City standards. Streets shall be aligned in such a manner as to provide through, safe and efficient access from and to adjacent developments and properties and shall provide for the integration of the proposed streets with the existing pattern.</b>
			<b>Staff Comments</b>	<i>N/A – The project proposed here does not include any new public streets.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	B.	<b>Cul-De-Sacs; Dead-End Streets:</b> <b>Cul-de-sacs or dead-end streets shall be allowed only if connectivity is not possible due to surrounding topography or existing platted development. Where allowed, such cul-de-sacs or dead-end streets shall comply with all regulations set forth in the IFC and other applicable codes and ordinances. Street rights-of-way extended into unplatted areas shall not be considered dead end streets.</b>
			<b>Staff Comments</b>	<i>N/A – No cul-de-sacs nor dead-end streets are proposed.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	C.	<b>Access:</b> <b>More than one access may be required based on the potential for impairment of a single access by vehicle congestion, terrain, climatic conditions, or other factors that could limit access.</b>
			<b>Staff Comments</b>	<i>Access to the single-family residences is proposed via two (2) joint driveways from Silver Star Drive. Per the recommendation of City Staff and in compliance with Hailey’s Municipal Code, the Applicant minimized the curb cuts off of Silver Star Drive.</i>

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	D.	Design: Streets shall be laid out so as to intersect as nearly as possible at right angles and no street shall intersect any other street at less than eighty (80) degrees. Where possible, four-way intersections shall be used. A recommended distance of 500 feet, with a maximum of 750 feet, measured from the center line, shall separate any intersection. Alternatively, traffic calming measures including but not limited to speed humps, speed tables, raised intersections, traffic circles or roundabouts, meanderings, chicanes, chokers, and/or neck-downs shall be a part of the street design. Alternate traffic calming measures may be approved with a recommendation by the City Engineer. Three-way intersections shall only be permitted where most appropriate or where no other configuration is possible. A minimum distance of 150 feet, measured from the center line, shall separate any 2 three-way intersections.
			<b>Staff Comments</b>	<i>N/A – This standard only applies to public streets; no public streets are proposed in this project.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	E.	Centerlines: Street centerlines which deflect more than five (5) degrees shall be connected by a curve. The radius of the curve for the center line shall not be more than 500 feet for an arterial street, 166 feet for a collector street and 89 feet for a residential street. Alternatively, traffic calming measures including but not limited to speed humps, speed tables, raised intersections, traffic circles or roundabouts, meanderings, chicanes, chokers, and/or neck-downs shall be a part of the street design. Alternate traffic calming measures may be approved with a recommendation by the City Engineer.
			<b>Staff Comments</b>	<i>N/A – No public streets nor traffic calming measures are proposed.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	F.	Width: Street width is to be measured from property line to property line. The minimum street width, unless specifically approved otherwise by the Council, shall be as specified in City Standards for the type of street.
			<b>Staff Comments</b>	<i>N/A – No public streets are proposed.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	G.	Roadways: Roadway, for the purpose of this section, shall be defined as the area of asphalt from curb face to curb face or edge to edge. Roadway includes areas for vehicle travel and may include parallel or angle in parking areas. The width of roadways shall be in accordance with the adopted City Standards for road construction.
			<b>Staff Comments</b>	<i>N/A – No roadways are proposed.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	H.	Road Grades: Road Grades shall be at least two percent (2%) and shall not generally exceed six percent (6%). Grade may exceed 6%, where necessary, by 1% (total 7%) for no more than 300 feet or 2% (total 8%) for no more than 150 feet. No excess grade shall be located within 200 feet of any other excess grade nor is there any horizontal deflection in the roadway greater than 30 degrees within 300 feet of where the excess grade decreases to a 2% slope.
			<b>Staff Comments</b>	<i>N/A – No roadways are proposed.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	I.	Runoff: The developer shall provide storm sewers and/or drainage areas of adequate size and number to contain any runoff within the streets in the subdivision in conformance with the applicable Federal, State and local regulations. The developer shall provide copies of state permits for shallow injection wells (drywells). Drainage plans shall be reviewed by City Staff and shall meet the approval of the City Engineer. Developer shall provide a copy of EPA’s “NPDES General Permit for Storm water Discharge from Construction Activity” for all construction activity affecting more than one acre.
			<b>Staff Comments</b>	<i>Storm drains and/or drainage areas of adequate size are in place.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	J.	Signage: The developer shall provide and install all street and traffic control signs in accordance with City Standards.
			<b>Staff Comments</b>	<i>N/A – No signs are proposed.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	K.	Dedication; Names: All streets and alleys within any subdivision shall be dedicated for public use, except as provided herein. New street names (public

				and private) shall not be the same or similar to any other street names used in Blaine County.
			<b>Staff Comments</b>	<i>N/A – No streets nor alleys are proposed.</i>
			<b>L.</b>	<b>Private Streets:</b>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>L. 1.</b>	Private streets may be allowed (a) to serve a maximum of five (5) residential dwelling units, (b) within Planned Unit Developments, or (c) within commercial developments in the Business, Limited Business, Neighborhood Business, Light Industrial, Technological Industry, and Service Commercial Industrial districts. Private streets are allowed at the sole discretion of the Council, except that no Arterial or Major Street, or Collector or Secondary Street may be private. Private streets shall have a minimum total width of 36 feet, shall be constructed to all other applicable City Standards including paving, and shall be maintained by an owner's association.
			<b>Staff Comments</b>	<i>N/A – No private streets are proposed.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>L. 2.</b>	Private streets, wherever possible, shall provide interconnection with other public streets and private streets.
			<b>Staff Comments</b>	<i>N/A – No private streets are proposed.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>L. 3.</b>	The area designated for private streets shall be platted as a separate parcel according to subsection 16.04.060C below. The plat shall clearly indicate that the parcel is unbuildable except for public vehicular and public pedestrian access and ingress/egress, utilities or as otherwise specified on the plat.
			<b>Staff Comments</b>	<i>N/A – No private streets are proposed.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>L. 4.</b>	Private street names shall not end with the word "Road", "Boulevard", "Avenue", "Drive" or "Street". Private streets serving five (5) or fewer dwelling units shall not be named.
			<b>Staff Comments</b>	<i>N/A – No private streets are proposed.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>L. 5.</b>	Private streets shall have adequate and unencumbered 10-foot-wide snow storage easements on both sides of the street, or an accessible dedicated snow storage easement representing not less than twenty-five percent (25%) of the improved area of the private street. Private street snow storage easements shall not be combined with, or encumber, required on-site snow storage areas.
			<b>Staff Comments</b>	<i>N/A – No private streets are proposed.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>L. 6.</b>	Subdivisions with private streets shall provide two (2) additional parking spaces per dwelling unit for guests and/or overflow parking. These spaces may be located (a) within the residential lot (e.g., between the garage and the roadway), (b) as parallel spaces within the street parcel or easement adjacent to the travel lanes, (c) in a designated guest parking area, or (d) as a combination thereof. Guest/overflow parking spaces are in addition to the minimum number of parking spaces required pursuant to chapter 17.09 of this code. The dimension of guest/overflow parking spaces shall be no less than ten feet by twenty feet (10'x20') if angle parking, or ten feet by twenty-four feet (10'x24') if parallel. Guest overflow parking spaces shall be improved with asphalt, gravel, pavers, grass block, or another all-weather dustless surface. No part of any required guest/overflow parking spaces shall be utilized for snow storage.
			<b>Staff Comments</b>	<i>N/A – No private streets are proposed.</i>
			<b>M.</b>	<b>Driveways:</b>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>M. 1.</b>	Driveways may provide access to not more than two (2) residential dwelling units. Where a parcel to be subdivided will have one lot fronting on a street, not more than one additional single-family lot accessed by a driveway may be created in the rear of the parcel. In such a subdivision, where feasible (e.g., no driveway already exists), both lots shall share access via a single driveway. Driveways shall not be named.
			<b>Staff Comments</b>	<i>The proposal includes one (1) joint driveway to two (2) residences and one (1) parking access lane to three (3) residences. The proposed joint driveway and</i>

				<i>parking access lane are compliant with the Hailey Municipal Code and International Fire Code.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>M. 2.</b>	<b>Driveways shall be constructed with an all-weather surface and shall have the following minimum roadway widths:</b> a) Accessing one residential unit: twelve feet (12') b) Accessing two residential units: sixteen feet (16') <b>No portion of the required fire lane width of any driveway may be utilized for parking, above ground utility structures, dumpsters or other service areas, snow storage or any other obstructions.</b>
			<i>Staff Comments</i>	<i>The proposed plat appears compliant with this requirement, a Condition of Approval reiterating this requirement has been added for assurance.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>M. 3.</b>	<b>Driveways longer than 150 feet must have a turnaround area approved by the Fire Department. Fire lane signage must be provided as approved by the Fire Department.</b>
			<i>Staff Comments</i>	<i>The proposed joint driveway and parking access lane are compliant with the Hailey Municipal Code and International Fire Code.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>M. 4.</b>	<b>Driveways accessing more than one residential dwelling unit shall be maintained by an owner's association, or in accordance with a plat note.</b>
			<i>Staff Comments</i>	<i>This has been made a Condition of Approval—the Applicant shall edit the plat notes to designate a vehicular access easement on the joint access lane and declaring it unbuildable.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>M. 5.</b>	<b>The area designated for a driveway serving more than one dwelling unit shall be platted as a separate unbuildable parcel, or as a dedicated driveway easement. Easements and parcels shall clearly indicate the beneficiary of the easement or parcel and that the property is unbuildable except for ingress/egress, utilities or as otherwise specified on the plat. A building envelope may be required in order to provide for adequate building setback.</b>
			<i>Staff Comments</i>	<i>The proposed plat includes an easement on the parking access lane, a Condition of Approval has been added requiring the Applicant to a) create an easement on the joint driveway, and b) designate the joint driveway and parking access lane as unbuildable.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>M. 6.</b>	<b>No driveway shall interfere with maintenance of existing infrastructure and shall be located to have the least adverse impact on residential dwelling units, existing or to be constructed, on the lot the easement encumbers and on adjacent lots.</b>
			<i>Staff Comments</i>	<i>None of the proposed driveways interfere with the maintenance of existing infrastructure.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>N.</b>	<b>Parking Access Lane: A parking access lane shall not be considered a street but shall comply with all regulations set forth in the IFC and other applicable codes and ordinances.</b>
			<i>Staff Comments</i>	<i>The proposed parking access lane is compliant with the Hailey Municipal Code and International Fire Code.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>O.</b>	<b>Fire Lanes: Required fire lanes, whether in private streets, driveways, or parking access lanes, shall comply with all regulations set forth in the IFC and other applicable codes and ordinances.</b>
			<i>Staff Comments</i>	<i>The proposed parking access lane is compliant with the Hailey Municipal Code and International Fire Code.</i>

**16.04.030: Sidewalks and Drainage Improvements**

Compliant			Standards and Staff Comments	
Yes	No	N/A	City Code	City Standards and Staff Comments
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>A.</b>	<b>Sidewalks and drainage improvements are required in all zoning districts and shall be located and constructed according to applicable City standards, except as otherwise provided herein.</b>
			<i>Staff Comments</i>	<i>Rather than complete the sidewalk improvements requested by this standard, Staff have recommended, and the Applicant has agreed to construct a portion of</i>



				<i>the Broadford shared-use path. The reasons being that there are no sidewalks in the surrounding neighborhood; Staff agrees that an extension of the Broadford shared-use path would provide greater connectivity than an island of sidewalks on Silver Star Drive. The City is actively working towards closing the gap and further developing the Broadford shared-use path, and the Applicant's participation will greatly assist with this effort.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>B.</b>	<b>The length of sidewalks and drainage improvements constructed shall be equal to the length of the subject property line(s) adjacent to any public street or private street.</b>
			<b>Staff Comments</b>	<i>As mentioned above, Staff would prefer, and the Applicant has agreed to divert sidewalk in-lieu fees to the construction of the Broadford Road shared-use path. There are no sidewalks in the vicinity, and the extension of the Broadford shared-use path is a priority. A shared-use path along Broadford Road is a contemplated, and a prioritized public amenity, as specified in the Master Transportation Plan and Blaine County Bicycle and Pedestrian Master Plan.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>C.</b>	<b>New sidewalks shall be planned to provide pedestrian connections to any existing and future sidewalks adjacent to the site.</b>
			<b>Staff Comments</b>	<i>No sidewalks exist adjacent to the site. At this time, City Staff would prefer that the Applicant assist with completing the Broadford Road shared-use path by diverting sidewalk in-lieu fees to the buildout of the shared-use path, rather than building a sidewalk segment on Silver Star Drive.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>D.</b>	<b>Sites located adjacent to a public street or private street that are not currently through streets, regardless of whether the street may provide a connection to future streets, shall provide sidewalks to facilitate future pedestrian connections.</b>
			<b>Staff Comments</b>	<i>At this time, City Staff would prefer that the Applicant assist with completing the Broadford Road shared-use path by diverting sidewalk in-lieu fees to the build out of the shared-use path, rather than building a sidewalk segment on Silver Star Drive.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>E.</b>	<b>The requirement for sidewalk and drainage improvements are not required for any lot line adjustment.</b>
			<b>Staff Comments</b>	<i>N/A – This is a Preliminary Plat Application for a new subdivision, involving more than a Lot Line Adjustment.</i>

**16.04.040: Alleys and Easements**

Compliant			Standards and Staff Comments	
Yes	No	N/A	City Code	City Standards and Staff Comments
			<b>A.</b>	<b>Alleys:</b>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>A. 1.</b>	<b>Alleys shall be provided in all Business District and Limited Business District developments where feasible.</b>
			<b>Staff Comments</b>	<i>N/A – This project is in the Limited Residential (LR-2) Zoning District.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>A. 2.</b>	<b>The minimum width of an alley shall be twenty-six (26') feet.</b>
			<b>Staff Comments</b>	<i>N/A – Alleys are not required, nor are they planned.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>A. 3.</b>	<b>All alleys shall be dedicated to the public or provide for public access.</b>
			<b>Staff Comments</b>	<i>N/A – Alleys are not required, nor are they planned.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>A. 4.</b>	<b>All infrastructures to be installed underground shall, where possible, be installed in the alleys platted.</b>
			<b>Staff Comments</b>	<i>N/A – Alleys are not required, nor are they planned. The proposed utilities will be installed underground.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>A. 5.</b>	<b>Alleys in commercial areas shall be improved with drainage as appropriate and which the design meets the approval of the City Engineer. The Developer shall provide storm sewers and/or drainage areas of adequate size and number to contain any runoff within the streets in the subdivision upon the property in conformance with the latest applicable Federal, State and local regulations. The developer shall provide copies of state permits for shallow</b>

				injection wells (drywells). Drainage plans shall be reviewed by City Staff and shall meet the approval of the City Engineer.
			<b>Staff Comments</b>	<i>N/A – Alleys are not required, nor are they planned for this parcel. This area is residential and not commercial.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>A. 6.</b>	<b>Dead-end alleys shall not be allowed.</b>
			<b>Staff Comments</b>	<i>N/A – The proposed design does not include a dead-end alley.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>A. 7.</b>	<b>Where alleys are not provided, easements of not less than ten (10) feet in width may be required on each side of all rear and/or side lot lines (total width = 20 feet) where necessary for wires, conduits, storm or sanitary sewers, gas, and water lines. Easements of greater width may be required along lines, across lots, or along boundaries, where necessary for surface drainage or for the extension of utilities.</b>
			<b>Staff Comments</b>	<i>A ten-foot (10') wide easement along the Silver Star and Broadford Road frontages is shown and provides access to utilities and designates snow storage.</i>
				<b>Easements. Easements, defined as the use of land not having all the rights of ownership and limited to the purposes designated on the plat, shall be placed on the plat as appropriate. Plats shall show the entity to which the easement has been granted. Easements shall be provided for the following purposes:</b>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>B.</b>	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>B. 1.</b>	<b>To provide access through or to any property for the purpose of providing utilities, emergency services, public access, private access, recreation, deliveries, or such other purpose. Any subdivision that borders on the Big Wood River shall dedicate a 20-foot-wide fisherman’s access easement, measured from the Mean High-Water Mark, which shall provide for non-motorized public access. Additionally, in appropriate areas, an easement providing non-motorized public access through the subdivision to the river shall be required as a sportsman’s access.</b>
			<b>Staff Comments</b>	<i>A ten-foot (10') wide easement along the Silver Star and Broadford Road frontages is shown and provides access to utilities and designates snow storage. An easement on the parking access lane provides vehicular access to Lot 1-3, the Applicant shall designate an easement on the joint driveway per a Condition of Approval.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>B. 2.</b>	<b>To provide protection from or buffering for any natural resource, riparian area, hazardous area, or other limitation or amenity on, under, or over the land. Any subdivision that borders on the Big Wood River shall dedicate a one hundred (100) foot wide riparian setback easement, measured from the Mean High-Water Mark, upon which no permanent structure shall be built, in order to protect the natural vegetation and wildlife along the riverbank and to protect structures from damage or loss due to river bank erosion. A twenty-five (25) foot wide riparian setback easement shall be dedicated adjacent to tributaries of the Big Wood River. Removal and maintenance of live or dead vegetation within the riparian setback easement is controlled by the applicable bulk requirement of the Flood Hazard Overlay District. The riparian setback easement shall be fenced off during any construction on the property.</b>
			<b>Staff Comments</b>	<i>N/A – No natural resource, riparian area, hazardous area, or other limitation requires an easement, as specified above, for the proposed subdivision.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>B. 3.</b>	<b>Snow storage areas shall be not less than twenty-five percent (25%) of parking, sidewalk, and other circulation areas. No dimension of any snow storage area may be less than 10 feet. All snow storage areas shall be accessible and shall not be located over any above ground utilities, such as transformers.</b>
			<b>Staff Comments</b>	<i>Snow storage for the plat is incorporated in the ten-foot (10') wide easement along the Silver Star and Broadford Road frontages; however, the exact snow storage required of the joint driveway and parking access lane have not been calculated. A calculation of the requirement and details of the joint driveway</i>

and parking access lane shall be provided prior to approval of the Final Plat, this has been made a Condition of Approval.

**16.04.050: Blocks**

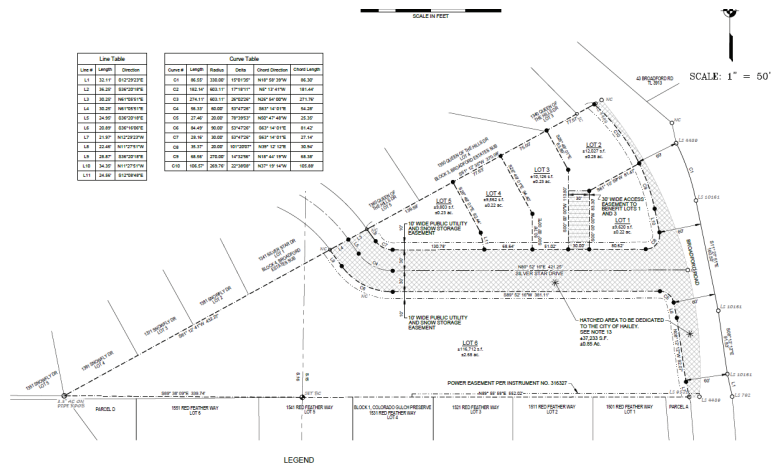
Compliant			Standards and Staff Comments	
Yes	No	N/A	City Code	City Standards and Staff Comments
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.050	<p><b>Blocks:</b> The length, width and shape of blocks shall be determined with due regard to adequate building sites suitable to the special needs of the type of use contemplated, the zoning requirements as to lot size and dimensions, the need for convenient access and safe circulation and the limitations and opportunities of topography.</p> <p><b>Staff Comments</b> N/A – This subdivision and proposed plat involves an existing block. No new blocks are proposed.</p>

**16.04.060: Lots**

Compliant			Standards and Staff Comments	
Yes	No	N/A	City Code	City Standards and Staff Comments
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.060	<p><b>Lots:</b> All lots shown on the subdivision plat must conform to the minimum standards for lots in the district in which the subdivision is planned. The City will generally not approve single-family residential lots larger than one-half (1/2) acre (21,780 square feet). In the event a single-family residential lot greater than one-half (1/2) acre is platted, irrigation shall be restricted to not more than one-half (1/2) acre, pursuant to Idaho Code §42-111, and such restriction shall be included as a plat note. District regulations are found in the Zoning Chapter.</p>

**Staff Comments** Per the affiliated PUD Application, the Applicant is requesting a waiver to the minimum lot size of the LR-2 Zoning District, which is 12,000 square feet.

Specifically, the Applicant is proposing to develop five (5) lots between 9,620 and 12,027 square feet in size; and has chosen not to develop the remaining 116,712 square feet of the parcel designated as Lot 6. A Condition of Approval has been added, requiring that irrigation on Lot 6 be restricted to not more than one-half (1/2) acre.



To further ensure best practices in water usage and water conservation, the following shall be added as a plat note and a restriction in the Development Agreement:

- The following turf landscape restrictions apply.
- i. For lots less than or equal to 10,000 square feet, a maximum of thirty-five percent (30%) of the total land area of each residential lot may be turf up to a maximum of 3,000 square feet.

				<p>ii. For lots greater than 10,000 square feet and less than or equal to 13,000 square feet, a maximum of thirty percent (25%) of the total land area of each residential lot may be turf up to a maximum of 3,250 square feet.</p> <p>iii. Promotes a low water use landscape through the use of drought tolerant plants either from an approved list or as recommended by a landscape design professional.</p> <p>iv. Each residential irrigation system shall be at a 70% distribution uniformity for turf areas and/or utilize EPA water sensor controllers and heads or equivalent.</p> <p><i>The following have been made Conditions of Approval.</i></p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	A.	<p>If lots are more than double the minimum size required for the zoning district, the Developer may be required to arrange lots in anticipation of future re-subdivision and provide for future streets where necessary to serve potential lots, unless the plat restricts further subdivision.</p> <p><b>Staff Comments</b> N/A</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	B.	<p>Double frontage lots shall be prohibited except where unusual topography, a more integrated street plan, or other conditions make it undesirable to meet this requirement. Double frontage lots are those created by either public or private streets, but not by driveways or alleys. Subdivisions providing a platted parcel of 25 feet or more between any street right-of-way and any single row of lots shall not be considered to have platted double frontage lots. The 25-foot-wide parcel provided must be landscaped to provide a buffer between the street and the lot(s).</p> <p><b>Staff Comments</b> <i>With vehicular access limited to Silver Star Drive, the Applicant has resolved the issues with the two (2) double frontage lots. Conditions of Approval have also been added requesting that the Applicant a) include a plat note that prohibits vehicular access from Broadford Road, b) create an easement on the joint driveway, and c) designate the joint driveway and parking access lane as unbuildable.</i></p> <p><i>The proposed plat dedicates a portion of the Broadford Road frontage to the City in an effort to assist with improving the geometry of the road to be uniform around the curve.</i></p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	C.	<p>No unbuildable lots shall be platted. Platted areas that are not buildable shall be noted as such and designated as "parcels" on the plat. Green Space shall be clearly designated as such on the plat.</p> <p><b>Staff Comments</b> <i>Every proposed lot is buildable.</i></p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	D.	<p>A single flag lot may be permitted at the sole discretion of the Hearing Examiner or Commission and Council, in which the "flagpole" projection is serving as a driveway as provided herein, providing connection to and frontage on a public or a private street. Once established, a flag lot may not be further subdivided, but a lot line adjustment of a flag lot is not considered a further subdivision. The "flagpole" portion of the lot shall be included in lot area but shall not be considered in determining minimum lot width. The "flagpole" shall be of adequate width to accommodate a driveway as required by this ordinance, fire and other applicable codes. Flag lots within the Townsite Overlay District are not allowed, except where parcels do not have street access, such as parcels adjacent to the ITD right-of-way.</p> <p><b>Staff Comments</b> <i>The proposed plat includes one (1) flag lot (Lot 2) and is compliant with this standard.</i></p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	E.	<p>All lots shall have frontage on a public or private street. No frontage width shall be less than the required width of a driveway as provided under Sections 4.1.11.1 and 4.5.4 of this Ordinance. Townhouse Sub-Lots are excluded from</p>

				this requirement; provided, however, that Townhouse Developments shall have frontage on a street.
			<b>Staff Comments</b>	All six (6) proposed lots provide frontage on Silver Star Drive, which is platted as a public street.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	F.	In the Townsite Overlay District, original Townsite lots shall be subdivided such that the new platted lots are oriented the same as the original lots, i.e. lots shall be subdivided in such a way as to maintain frontage on both the street and alley. Exceptions may be made for corner properties with historic structures.
			<b>Staff Comments</b>	N/A – This project is not located within the Townsite Overlay (TO) Zone District.
<b>16.04.070: Orderly Development</b>				
<b>Compliant</b>			<b>Standards and Staff Comments</b>	
<b>Yes</b>	<b>No</b>	<b>N/A</b>	<b>City Code</b>	<b>City Standards and Staff Comments</b>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	A.	<b>Phasing Required:</b> Development of subdivisions shall be phased to avoid the extension of City services, roads, and utilities through undeveloped land.
			<b>Staff Comments</b>	N/A – Phases are not required for this project, given its small scope.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	B.	<b>Agreement:</b> Developers requesting phased subdivisions shall enter into a phasing agreement with the City. Any phasing agreement shall be approved and executed by the Council and the Developer on or before the preliminary plat approval by the Council.
			<b>Staff Comments</b>	N/A – Neither the Applicant nor Staff are requesting that the proposed subdivision be phased.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	C.	<b>Mitigation of Negative Effects:</b> No subdivision shall be approved which affects the ability of political subdivisions of the state, including school districts, to deliver services without compromising quality of service delivery to current residents or imposing substantial additional public costs upon current residents, unless the Developer provides for the mitigation of the effects of subdivision. Such mitigation may include, but is not limited to the following: a) Provision of on-site or off-site street or intersection improvements. b) Provision of other off-site improvements. c) Dedications and/or public improvements on property frontages. d) Dedication or provision of parks or green space. e) Provision of public service facilities. f) Construction of flood control canals or devices. g) Provisions for ongoing maintenance.
			<b>Staff Comments</b>	The parcel is bifurcated by Silver Star Drive into northern and southern pieces. The Applicant seeks to subdivide the northern piece into five (5) single-family lots ranging in size from 9,620 to 12,027 square feet. The Applicant does not plan to develop the southern parcel, Lot 6, at this time; however, municipal connections may occur during construction of proposed Lots 1-5.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	D.	<b>When the developer of contiguous parcels proposes to subdivide any portion of the contiguous parcels, an area development plan shall be submitted and approved. The Commission and Council shall evaluate the following basic site criteria and make appropriate findings of fact:</b> 1. Streets, whether public or private, shall provide an interconnected system and shall be adequate to accommodate anticipated vehicular and pedestrian traffic. 2. Non-vehicular circulation routes shall provide safe pedestrian and bicycle ways and provide an interconnected system to streets, parks and green space, public lands, or other destinations. 3. Water main lines and sewer main lines shall be designed in the most effective layout feasible. 4. Other utilities including power, telephone, cable, and gas shall be

				<p>designed in the most effective layout feasible.</p> <p>5. Park land shall be most appropriately located on the Contiguous Parcels.</p> <p>6. Grading and drainage shall be appropriate to the Contiguous Parcels.</p> <p>7. Development shall avoid easements and hazardous or sensitive natural resource areas.</p> <p>The commission and council may require that any or all contiguous parcels be included in the subdivision.</p>
			<b>Staff Comments</b>	<p>At this time, the Applicant plans to maintain Lot 6 as-is. While no development or redevelopment of Lot 6 is proposed, the Applicant is contemplating immediate municipal connections to proposed Lot 6 – which currently is serviced by wells and drain fields. If the Applicant proceeds with such infrastructure improvements, rather than amend the Colorado Gulch Preserve Annexation, Services, and Development Agreement to change the stipulations that trigger connection to municipal services—from subdivision to a 10-year timeline, sale, or development of the parcel, as originally contemplated – the City supports and encourages immediate municipal connections to the proposed subdivision (lots 1-6), as well as the dedication of one (1) community housing unit (Locals Only) within the Star Light Lane Subdivision.</p> <p>Please refer to the attached PUD Staff Report for more detailed information to this.</p>

#### 16.04.080: Perimeter Walls, Gates, and Berms

Compliant			Standards and Staff Comments	
Yes	No	N/A	City Code	City Standards and Staff Comments
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.080	The City of Hailey shall not approve any residential subdivision application that includes any type of perimeter wall or gate that restricts access to the subdivision. This regulation does not prohibit fences on or around individual lots. The City shall also not allow any perimeter landscape berm more than 3' higher than the previously existing (original) grade.
			<b>Staff Comments</b>	<i>N/A – No perimeter walls, gates, landscape berms, nor retaining walls are proposed.</i>

#### 16.04.090: Cuts, Fills, Grading and Drainage

Compliant			Standards and Staff Comments	
Yes	No	N/A	City Code	City Standards and Staff Comments
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	A.	Plans Required: Proposed subdivisions shall be carefully planned to be compatible with natural topography, soil conditions, geology, and hydrology of the site, as well as to minimize cuts; fills, alterations of topography, streams, drainage channels; and disruption of soils or vegetation. Fill within the floodplain shall comply with the requirements of the Flood Hazard Overlay District of the Zoning Ordinance.
			<b>Staff Comments</b>	<i>N/A – This project is not located in the Flood Hazard Overlay District nor near stream.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A. 1.	A preliminary soil report prepared by a qualified engineer may be required by the Hearing Examiner or Commission and/or Council as part of the preliminary plat application.
			<b>Staff Comments</b>	<i>The City Engineer will determine whether a Soils Report is required for this project.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A. 2.	A preliminary grading plan prepared by a civil engineer may be required by the Hearing Examiner or Commission and/or the Council as part of the preliminary plat application, to contain the following information: <ul style="list-style-type: none"> <li>a) Proposed contours at a maximum of two (2) foot contour intervals;</li> <li>b) Cut and fill banks in pad elevations;</li> <li>c) Drainage patterns;</li> </ul>



				<p>d) Areas where trees and/or natural vegetation will be preserved;</p> <p>e) Location of all street and utility improvements including driveways to building envelopes; and</p> <p>f) Any other information which may reasonably be required by the Administrator, Hearing Examiner, Commission and/or Council.</p>
			<b>Staff Comments</b>	<i>A Grading Plan has been submitted and is under review by the City Engineer.</i>
			<b>B.</b>	<b>Design Standards:</b> The proposed subdivision shall conform to the following design standards:
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>B. 1.</b>	Grading shall be designed to blend with natural landforms and to minimize the necessity of padding or terracing of building sites, excavation for foundations, and minimize the necessity of cuts and fills for streets and driveways.
			<b>Staff Comments</b>	<i>Very little grading will be necessary as the site is relatively flat. That said, a Grading Plan has been submitted and will be reviewed and approved by the City Engineer prior to issuance of a Building Permit.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>B. 2.</b>	Areas within a subdivision which are not well suited for development because of existing soil conditions, steepness of slope, geology or hydrology shall be allocated for Green Space for the benefit of future property owners within the subdivision.
			<b>Staff Comments</b>	<i>N/A</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>B. 3.</b>	Where existing soils and vegetation are disrupted by subdivision development, provision shall be made by the Developer for Revegetation of disturbed areas with perennial vegetation sufficient to stabilize the soil upon completion of the construction, including temporary irrigation for a sufficient period to establish perennial vegetation. Until such time as the vegetation has been installed and established, the Developer shall maintain and protect all disturbed surfaces from erosion.
			<b>Staff Comments</b>	<i>Erosion control and re-vegetation shall be included in the final design where necessary. This has been made a Condition of Approval.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>B. 4.</b>	<p>Where cuts, fills or other excavation are necessary, the following development standards shall apply:</p> <p>a) Fill areas for structures or roads shall be prepared by removing all organic material detrimental to proper compaction for soil stability.</p> <p>b) Fill for structures or roads shall be compacted to at least 95 percent of maximum density as determined by American Association State Highway Transportation Officials (AASHTO) and American Society of Testing &amp; Materials (ASTM).</p> <p>c) Cut slopes shall be no steeper than two horizontals to one vertical. Subsurface drainage shall be provided as necessary for stability.</p> <p>d) Fill slopes shall be no steeper than three horizontals to one vertical. Neither cut nor fill slopes shall be located on natural slopes of three to one or steeper, or where fill slope toes out within twelve (12) feet horizontally of the top of existing or planned cut slope.</p> <p>e) Tops and toes of cut and fill slopes shall be set back from structures and property lines as necessary to accommodate drainage features and drainage structures.</p>
			<b>Staff Comments</b>	<i>Proposed grading and drainage appear to be adequate for the site but shall meet the approval of the City Engineer, this has been made a Condition of Approval.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>B. 5.</b>	The developer shall provide storm sewers and/or drainage areas of adequate size and number to contain the runoff upon the property in conformance with the applicable Federal, State, and local regulations. The developer shall provide copies of state permits for shallow injection wells (drywells). Drainage plans shall be reviewed by planning staff and shall meet the approval of the City engineer. Developer shall provide a copy of EPA's "NPDES General Permit for Storm-water Discharge from Construction Activity" for all construction activity affecting more than one acre.



			<i>Staff Comments</i>	<i>A Drainage Plan has been submitted. Storm water will be retained onsite. These have been made Conditions of Approval and will be reevaluated at final design, prior to Final Plat approval.</i>
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**16.04.100: Overlay Districts**

Compliant			Standards and Staff Comments	
Yes	No	N/A	City Code	City Standards and <i>Staff Comments</i>
			A.	<b>Flood Hazard Overlay District:</b>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	A. 1.	<b>Subdivisions or portions of subdivision located within the Flood Hazard Overlay District shall comply with all provisions of Section 4.10 of the Zoning Ordinance.</b>
			<i>Staff Comments</i>	<i>N/A – The proposed subdivision is not located in the Flood Hazard Overlay District.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	A. 2.	<b>Subdivisions located partially in the Flood Hazard Overlay District shall have designated building envelopes outside the Flood Hazard Overlay District to the extent possible.</b>
			<i>Staff Comments</i>	<i>N/A – The proposed subdivision is not located in the Flood Hazard Overlay District.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	A. 3.	<b>Any platted lots adjacent to the Big Wood River or its tributaries shall have designated building envelopes.</b>
			<i>Staff Comments</i>	<i>N/A – The proposed subdivision is not located adjacent to the Big Wood River nor its tributaries.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	B.	<b>Hillside Overlay District:</b>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	B. 1.	<b>Subdivisions or portions of subdivisions located within the Hillside Overlay District shall comply with all provisions of Section 4.14, of the Zoning Ordinance.</b>
			<i>Staff Comments</i>	<i>N/A – The proposed subdivision is not located within the Hillside Overlay District.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	B. 2.	<b>Subdivisions located partially in the Hillside Overlay District shall have designated building envelopes outside the Hillside Overlay District.</b>
			<i>Staff Comments</i>	<i>N/A – The proposed subdivision is not located within the Hillside Overlay District.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	B. 3.	<b>All approved subdivisions shall contain a condition that a Site Alteration Permit is required before any development occurs.</b>
			<i>Staff Comments</i>	<i>N/A – The proposed subdivision is not located within the Hillside or Floodplain Hazard Overlay Districts.</i>

**16.04.110: Parks, Pathways and Other Green Spaces**

Compliant			Standards and Staff Comments	
Yes	No	N/A	City Code	City Standards and <i>Staff Comments</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A.	<b>Parks and Pathways: Unless otherwise provided, every subdivision shall set aside a Park and/or Pathway(s) in accordance with standards set forth herein.</b>
			A. 1.	<b>Parks:</b>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A. 1. a.	<p>The developer of any subdivision, or any part thereof, consisting of three (3) or more residential lots, including residential townhouse sub-lots and residential condominium units, without regard to the number of phases within the subdivision, shall set aside or acquire land area within, adjacent to or in the general vicinity of the subdivision for Parks. Parks shall be developed within the City of Hailey and set aside in accordance with the following formula:</p> <p><math>P = x</math> multiplied by .0277</p> <p>“P” is the Parks contribution in acres</p> <p>“x” is the number of single-family lots, residential townhouse sub-lots or residential condominium units contained within the plat. Where multi-family</p>

				lots are being platted with no fixed number of units, "x" is maximum number of residential lots, sub-lots, and units possible within the subdivision based on current zoning regulations.
			<i>Staff Comments</i>	<i>The Applicant is proposing to fulfill this requirement by constructing a portion of the Broadford Road shared-use path. See item A.2. below for further details.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	A.1.b	In the event the subdivision is located in the Business (B), Limited Business (LB), Neighborhood Business (NB), or Transitional (TN) zoning districts, the area required for a Park shall be reduced by 75%, but in no event shall the area required for a Park/Cultural Space exceed 17.5% of the area of the lot(s) being developed.
			<i>Staff Comments</i>	<i>N/A – The proposed subdivision is located within the Limited Residential (LR-2) Zoning District.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A. 2.	<b>Pathways:</b> The developer of any subdivision, or any part thereof, shall provide pathways for all trails and paths identified in the master plan that are located on the property to be subdivided or on City property adjacent to the property to be subdivided, and sidewalks required by this ordinance.
			<i>Staff Comments</i>	<i>Given the lack of pedestrian and bicycle infrastructure surrounding the site, City Staff would prefer if the Applicant constructed a portion of the Broadford shared-use path instead of a) the construction of a public park, and b) the installation of sidewalks within the subdivision, and proposed sidewalk and crosswalk improvements. Completing the Broadford shared-use path, adjacent to this site, will provide greater connectivity than an island of pedestrian infrastructure on Silver Star Drive.</i>  <i>The exact contribution will be drafted and deliberated by Staff prior to issuance of a Building Permi. A Condition of Approval has been added, reliant upon approval of the affiliated Planned Unit Development Agreement.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	B.	<b>Multiple Ownership:</b> Where a parcel of land is owned or otherwise controlled, in any manner, directly or indirectly: a) By the same individual(s) or entity(ies), including but not limited to corporation(s), partnership(s), limited liability company(ies) or trust(s), or b) By different individuals or entities, including but not limited to corporations, partnerships, limited liability companies or trusts where a) such individual(s) or entity(ies) have a controlling ownership or contractual right with the other individual(s) or entity(ies), or b) the same individual(s) or entity(ies) act in any manner as an employee, owner, partner, agent, stockholder, director, member, officer or trustee of the entity(ies), c) Multiple subdivisions of the parcel that cumulatively result in three (3) or more residential lots, townhouse sub-lots or condominium units, are subject to the provisions of this ordinance, and shall provide the required improvements subject to the required standards at or before the platting or development of the lots, sub-lots or units.
			<i>Staff Comments</i>	<i>N/A</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	C.	<b>Parks and Lands Board:</b> The parks and lands board shall review and make a recommendation to the hearing examiner or commission and council regarding each application subject to the provisions of Section 4.10 of this ordinance. Such recommendation will be based on compliance with the master plan and provisions of this ordinance.
			<i>Staff Comments</i>	<i>N/A – The Applicant proposes to fulfill this requirement with a "Pathways" contribution to the Broadford Road shared-use path.</i>
			D.	<b>Minimum Requirements:</b>

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>D. 1.</b>	<b>Private Green Space:</b> Use and maintenance of any privately-owned green space shall be controlled by recorded covenants or restrictions which run with the land in favor of the future owners of the property within the tract and which cannot be modified without the consent of the council.
			<i>Staff Comments</i>	<i>N/A – The Applicant proposes to fulfill this requirement with a “Pathways” contribution to the Broadford Road shared-use path.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>D. 2.</b>	<b>Neighborhood Park:</b> A neighborhood park shall include finished grading and ground cover, large grassy areas, trees and shrubs, sheltered picnic table(s), trash container(s), dog station(s), bike racks, park bench(es), parking as required by ordinance, and two or more of the following: play structure, restrooms, an athletic field, trails, hard surface multiple use court (tennis or basketball courts), or gardens that demonstrate conservation principles. Neighborhood Parks shall provide an average of 15 trees per acre, of which at least 15% shall be of 4" caliper or greater. A maximum of 20% of any single tree species may be used. Landscaping and irrigation shall integrate water conservation. A neighborhood park shall be deeded to the City upon completion, unless otherwise agreed upon by the developer and City.
			<i>Staff Comments</i>	<i>N/A – The Applicant proposes to fulfill this requirement with a “Pathways” contribution to the Broadford Road shared-use path.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>D. 3.</b>	<b>Mini Park:</b> A mini park shall include finished grading and ground cover, trees and shrubs, picnic table(s), trash container(s), dog station(s), bike racks and park bench(es). All mini parks shall provide an average of 15 trees per acre, of which at least 15% shall be of 4" caliper or greater. A maximum of 20% of any single tree species may be used. Landscaping and irrigation shall integrate water conservation.
			<i>Staff Comments</i>	<i>N/A – The Applicant proposes to fulfill this requirement with a “Pathways” contribution to the Broadford Road shared-use path.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>D. 4.</b>	<b>Park/Cultural Space:</b> A park/cultural space shall include benches, planters, trees, public art, water features and other elements that would create a gathering place. Connective elements, such as parkways or enhanced sidewalks may also qualify where such elements connect two or more parks or park/cultural spaces.
			<i>Staff Comments</i>	<i>N/A – The Applicant proposes to fulfill this requirement with a “Pathways” contribution to the Broadford Road shared-use path.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>D. 5.</b>	<b>Pathway:</b> Pathways shall have a minimum twenty-foot (20') right-of-way width and shall be paved or improved as recommended by the Parks and Lands Board. Construction of Pathways shall be undertaken at the same time as other public improvements are installed within the development, unless the Council otherwise allows when deemed beneficial for the project. The Developer shall be entitled to receive a Park dedication credit only if the Developer completes and constructs a Pathway identified in the Master Plan or completes and constructs a Pathway not identified in the Master Plan where the Pathway connects to existing or proposed trails identified in the Master Plan. The City may permit easements to be granted by Developers for Pathways identified in the Master Plan, thereby allowing the Developer to include the land area in the determination of setbacks and building density on the site, but in such cases, a Park dedication credit will not be given. A Developer is entitled to receive a credit against any area required for a Park for every square foot of qualified dedicated Pathway right-of-way.
			<i>Staff Comments</i>	<i>Please refer to Section 16.04.110(A)2 for further details. The Applicant proposes to fulfill this requirement with a “Pathways” contribution to the Broadford Road shared-use path. Per a Condition of Approval, the pathway contribution shall be approved by the Hailey City Council and built to City standards.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>E.</b>	<b>Specific Park Standards:</b> All Parks shall meet the following criteria for development, location, and size (unless unusual conditions exist that prohibit meeting one or more of the criteria):

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>E. 1.</b>	<b>Shall meet the minimum applicable requirements required by Subsection D of this section.</b>
			<i>Staff Comments</i>	<i>N/A – The Applicant proposes to fulfill this requirement with a “Pathways” contribution to the Broadford Road shared-use path.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>E. 2.</b>	<b>Shall provide safe and convenient access, including ADA standards.</b>
			<i>Staff Comments</i>	<i>N/A – The Applicant proposes to fulfill this requirement with a “Pathways” contribution to the Broadford Road shared-use path.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>E. 3.</b>	<b>Shall not be gated so as to restrict access and shall not be configured in such a manner that will create a perception of intruding on private space. If a Park is privately owned and maintained, the use of the park shall not be exclusive to the homeowners, residents or employees of the development.</b>
			<i>Staff Comments</i>	<i>N/A – The Applicant proposes to fulfill this requirement with a “Pathways” contribution to the Broadford Road shared-use path.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>E. 4.</b>	<b>Shall be configured in size, shape, topography, and improvements to be functional for the intended users. To be eligible for Park dedication, the land must, at a minimum, be located on slopes less than 25 degrees, and outside of drain ways, floodways, and wetland areas. Mini Parks shall not be occupied by non-recreational buildings and shall be available for the use of all the residents or employees of the proposed subdivision.</b>
			<i>Staff Comments</i>	<i>N/A – The Applicant proposes to fulfill this requirement with a “Pathways” contribution to the Broadford Road shared-use path.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>E. 5.</b>	<b>Shall not create undue negative impact on adjacent properties and shall be buffered from conflicting land uses.</b>
			<i>Staff Comments</i>	<i>N/A – The Applicant proposes to fulfill this requirement with a “Pathways” contribution to the Broadford Road shared-use path.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>E. 6.</b>	<b>Shall require low maintenance or provide for maintenance or maintenance endowment.</b>
			<i>Staff Comments</i>	<i>N/A – The Applicant proposes to fulfill this requirement with a “Pathways” contribution to the Broadford Road shared-use path.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>F.</b>	<b>Specific Pathway Standards: All Pathways shall meet the following criteria for development, location, and size (unless unusual conditions exist that prohibit meeting one or more of the criteria):</b>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>F. 1.</b>	<b>Shall meet the minimum applicable requirements required by Subsection D of this section.</b>
			<i>Staff Comments</i>	<i>Please refer to Section 16.04.110.D.5 for further information.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>F. 2.</b>	<b>Shall be connected in a useful manner to other Parks, Pathways, Green Space and recreation and community assets.</b>
			<i>Staff Comments</i>	<i>Please refer to Section 16.04.110(A.2) for further information.</i>
			<b>G.</b>	<b>Specific Green Space Standards: If green space is required or offered as part of a subdivision, townhouse or condominium development, all green space shall meet the following criteria for development, location, and size (unless unusual conditions exist that prohibit meeting one or more of the criteria):</b>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>G. 1.</b>	<b>Shall meet the minimum applicable requirements required by section D of this section.</b>
			<i>Staff Comments</i>	<i>N/A – The Applicant proposes to fulfill this requirement with a “Pathways” contribution to the Broadford Road shared-use path.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>G. 2.</b>	<b>Public and private green spaces on the same property or adjacent properties shall be complementary to one another. Green space within proposed developments shall be designed to be contiguous and interconnecting with any adjacent Green Space (both existing and potential future space).</b>
			<i>Staff Comments</i>	<i>N/A – The Applicant proposes to fulfill this requirement with a “Pathways” contribution to the Broadford Road shared-use path.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>G. 3.</b>	<b>The use of the private green space shall be restricted to Parks, Pathways, trails, or other recreational purposes, unless otherwise allowed by the City.</b>

			<b>Staff Comments</b>	<i>N/A – The Applicant proposes to fulfill this requirement with a “Pathways” contribution to the Broadford Road shared-use path.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>G. 4.</b>	<b>The private ownership and maintenance of green space shall be adequately provided for by written agreement.</b>
			<b>Staff Comments</b>	<i>N/A – The Applicant proposes to fulfill this requirement with a “Pathways” contribution to the Broadford Road shared-use path.</i>
			<b>H.</b>	<b>In-Lieu Contributions:</b>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>H. 1.</b>	<b>After receiving a recommendation by the Parks and Lands Board, the Council may at their discretion approve and accept voluntary cash contributions in lieu of Park land dedication and Park improvements.</b>
			<b>Staff Comments</b>	<i>N/A – The Applicant meets the parks/pathways requirement with the proposed pathway construction contribution.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>H. 2.</b>	<b>The voluntary cash contributions in lieu of Park land shall be equivalent to the area of land (e.g., square footage) required to be dedicated under this ordinance multiplied by the fair market value of the land (e.g., \$/square foot) in the development at the time of preliminary plat approval by the Council. The City shall identify the location of the property to be appraised, using the standards in Sections 4.10.5.4 and 4.10.5.5 of these ordinances. The appraisal shall be submitted by a mutually agreed upon appraiser and paid for by the applicant.</b>
			<b>Staff Comments</b>	<i>N/A – The Applicant meets the parks/pathways requirement with the proposed pathway construction contribution.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>H. 3.</b>	<b>Except as otherwise provided, the voluntary cash contribution in lieu of Park land shall also include the cost for Park improvements, including all costs of acquisition, construction, and all related costs. The cost for such improvements shall be based upon the estimated costs provided by a qualified contractor and/or vendor. In the Business (B), Limited Business (LB), Neighborhood Business (NB) and Transitional (TN) zoning districts, in-lieu contributions will not include the cost for Park improvements.</b>
			<b>Staff Comments</b>	<i>N/A – The Applicant meets the parks/pathways requirement with the proposed pathway construction contribution.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>H. 4.</b>	<b>In-lieu contributions must be segregated by the City and not used for any other purpose other than the acquisition of Park land and/or Park improvements, which may include upgrades and replacement of Park improvements. Such funds should be used, whenever feasible or practicable, on improvements within walking distance of the residents of the subdivision.</b>
			<b>Staff Comments</b>	<i>N/A – The Applicant meets the parks/pathways requirement with the proposed pathway construction contribution.</i>

**16.05: Improvements Required:**

Compliant			Standards and Staff Comments	
Yes	No	N/A	City Code	City Standards and Staff Comments
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.05.010	<b>Minimum Improvements Required: It shall be a requirement of the Developer to construct the minimum infrastructure improvements set forth herein and any required infrastructure improvements for the subdivision, all to City Standards and procedures, set forth in Title 18 of the Hailey Municipal Code and adopted by ordinance in accordance with the notice and hearing procedures provided in Idaho Code §67-6509. Alternatives to the minimum improvement standards may be recommended for approval by the City Engineer and approved by the City Council at its sole discretion only upon showing that the alternative is clearly superior in design and effectiveness and will promote the public health, safety, and general welfare.</b>
			<b>Staff Comments</b>	<i>The Applicant plans to construct the infrastructure that is necessary for municipal services, if the project is approved.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A.	<b>Plans Filed, maintained: Six (6) copies of all improvement plans shall be filed with the City Engineer and made available to each department head. Upon</b>

				final approval two (2) sets of revised plans shall be returned to the Developer at the pre-construction conference with the City Engineer's written approval thereon. One set of final plans shall be on-site at all times for inspection purposes and to note all field changes upon.
			<i>Staff Comments</i>	<i>This standard shall be met.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	B.	Preconstruction Meeting: Prior to the start of any construction, it shall be required that a pre-construction meeting be conducted with the Developer or his authorized representative/engineer, the contractor, the City Engineer and appropriate City departments. An approved set of plans shall be provided to the Developer and contractor at or shortly after this meeting.
			<i>Staff Comments</i>	<i>This standard shall be met.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	C.	Term of Guarantee of Improvements: The developer shall guarantee all improvements pursuant to this Section for no less than one year from the date of approval of all improvements as complete and satisfactory by the City engineer, except that parks shall be guaranteed and maintained by the developer for a period of two years.
			<i>Staff Comments</i>	<i>This standard shall be met.</i>
<b>16.05.020: Streets, Sidewalks, Lighting, Landscaping</b>				
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.05.020	Streets, Sidewalks, Lighting, Landscaping: The developer shall construct all streets, alleys, curb and gutter, lighting, sidewalks, street trees and landscaping, and irrigation systems to meet City Standards, the requirements of this ordinance, the approval of the Council, and to the finished grades which have been officially approved by the City engineer as shown upon approved plans and profiles. The developer shall pave all streets and alleys with an asphalt plant-mix and shall chip-seal streets and alleys within one year of construction.
			<i>Staff Comments</i>	<i>This has been made a Condition of Approval, the City Engineer will review the updated plans prior to Final Plat approval.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A.	Street Cuts: Street cuts made for the installation of services under any existing improved public street shall be repaired in a manner which shall satisfy the Street Superintendent, shall have been approved by the Hailey City Engineer or his authorized representative, and shall meet City Standards. Repair may include patching, skim coats of asphalt or, if the total area of asphalt removed exceeds 25% of the street area, the complete removal and replacement of all paving adjacent to the development. Street cut repairs shall also be guaranteed for no less than one year. (Ord. 1191, 2015)
			<i>Staff Comments</i>	<i>Any and all street cuts for the installation of the water and sewer mains shall be repaired per this standard. Connection details to the existing water system shall be approved by the Wastewater Division prior to construction. Street cuts shall be approved by the Streets Division prior to construction. All infrastructure will be approved by the city prior to construction. All construction must conform to City of Hailey Standard Drawings, Specifications and Procedures. This has been made a Condition of Approval.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	B.	Signage: Street name signs and traffic control signs shall be erected by the Developer in accordance with City Standard, and the street name signs and traffic control signs shall thereafter be maintained by the City.
			<i>Staff Comments</i>	<i>N/A – No signs are proposed.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	C.	Streetlights: Street lights in the Recreational Green Belt, Limited Residential, General Residential, and Transitional zoning districts are not required improvements. Where proposed, street lighting in all zoning districts shall meet all requirements of Chapter VIII B of the Hailey Zoning Ordinance.
			<i>Staff Comments</i>	<i>N/A – No streetlights are planned for this project.</i>
<b>16.05.030: Sewer Connections</b>				



<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.05.030	<p><b>Sewer Connections:</b> The developer shall construct a municipal sanitary sewer connection for each and every developable lot within the development. The developer shall provide sewer mains of adequate size and configuration in accordance with City standards, and all federal, state, and local regulations. Such mains shall provide wastewater flow throughout the development. All sewer plans shall be submitted to the City engineer for review and approval. At the City engineer’s discretion, plans may be required to be submitted to the Idaho Department of Environmental Quality (DEQ) for review and comments.</p>
			<i>Staff Comments</i>	<i>Staff have no concerns or issues with the proposed wastewater connections at this time. Wastewater connections will be revisited at final design, prior to Final Plat approval.</i>
<b>16.05.040: Water Connections</b>				
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A.	<p><b>Requirements:</b> The developer shall construct a municipal potable water connection, water meter and water meter vault in accordance with City Standards or other equipment as may be approved by the City engineer, for each and every developable lot within the development. The developer shall provide water mains and services of adequate size and configuration in accordance with City Standards, and all federal, state, and local regulations. Such water connection shall provide all necessary appurtenances for fire protection, including fire hydrants, which shall be located in accordance with the IFC and under the approval of the Hailey Fire Chief. All water plans shall be submitted to the City engineer for review and approval. At the City Engineer’s discretion, plans may be required to be submitted to the Idaho Department of Environmental Quality (DEQ) for review and comments.</p>
			<i>Staff Comments</i>	<i>Staff have no concerns or issues with the proposed wastewater connections at this time. Water connections will be revisited at final design, prior to Final Plat approval.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	B.	<p><b>Townsite Overlay:</b> Within the Townsite Overlay District, where water main lines within the alley are less than six (6) feet deep, the developer shall install insulating material (blue board insulation or similar material) for each and every individual water service line and main line between and including the subject property and the nearest public street, as recommended by the City Engineer.</p>
			<i>Staff Comments</i>	<i>N/A – This project is not within the Townsite Overlay (TO) District.</i>
<b>16.05.050: Drainage</b>				
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.05.050	<p><b>Drainage:</b> The developer shall provide drainage areas of adequate size and number to meet the approval of the street superintendent and the City engineer or his authorized representative. (Ord. 1191, 2015)</p>
			<i>Staff Comments</i>	<i>Drainage appears to be adequate for the site but will be reviewed by City Staff and shall meet the approval of the City Engineer, prior to Final Plat approval. This has been made a Condition of Approval.</i>
<b>16.05.060: Utilities</b>				
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.05.060	<p><b>Utilities:</b> The developer shall construct each and every individual service connection and all necessary trunk lines, and/or conduits for those improvements, for natural gas, electricity, telephone, and cable television to the property line before placing base gravel for the street or alley.</p>
			<i>Staff Comments</i>	<i>All utilities are shown to be installed underground. A Condition of Approval is included, requesting a 10’-wide easement along the public street frontage and private street for the access to the utility services, as well as for snow storage. The easement shall meet the approval of the City Engineer.</i>
<b>16.05.070: Parks, Green Space</b>				
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.05.070	<p><b>Parks, Green Space:</b> The developer shall improve all parks and green space areas as presented to and approved by the hearing examiner or commission and council.</p>



			<i>Staff Comments</i>	<i>See Section 16.04.110 for further detail.</i>
<b>16.05.080: Installation to Specifications; Inspections</b>				
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.05.080</b>	<b>Installation to Specifications; Inspections: All improvements are to be installed under the specifications and inspection of the City engineer or his authorized representative. The minimum construction requirements shall meet City Standards or the Department of Environmental Quality (DEQ) standards, whichever is the more stringent.</b>
			<i>Staff Comments</i>	<i>An inspection schedule will be established for any/all components at final design. All infrastructure must meet City of Hailey specifications and will be evaluated in greater detail at final design.</i>
<b>16.05.090: Completion; Inspections; Acceptance</b>				
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>A.</b>	<b>Installation of all infrastructure improvements must be completed by the developer and inspected and accepted by the City prior to signature of the plat by City representatives, or according to a phasing agreement. A post-construction conference shall be requested by the developer and/or contractor and conducted with the developer and/or contractor, the City engineer, and appropriate City departments to determine a punch list of items for final acceptance.</b>
			<i>Staff Comments</i>	<i>This standard shall be met per City protocol and before approval of the Final Plat.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>B.</b>	<b>The developer may, in lieu of actual construction, provide to the City security pursuant to Section 3.3.7, for all infrastructure improvements to be completed by developer after the final plat has been signed by City representatives. (Ord. 1191, 2015)</b>
			<i>Staff Comments</i>	<i>N/A – The completion of all major infrastructure by the Applicant is preferred over bonding.</i>
<b>16.05.100: As Built Plans and Specifications</b>				
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.05.100</b>	<b>As Built Plans and Specifications: Prior to the acceptance by the City of any improvements installed by the developer, three (3) sets of “as-built plans and specifications” certified by the developer’s engineer shall be filed with the City engineer. (Ord. 1191, 2015)</b>
			<i>Staff Comments</i>	<i>As-built drawings will be required, this has been made a Condition of Approval.</i>

**Summary and Suggested Conditions:** The Commission shall review the Preliminary Plat Application and continue the public hearing, approve, conditionally approve, or deny the Application. If approved, the Preliminary Plat Application will be forwarded to the Hailey City Council for review.

The following are suggested Conditions of Approval for this Application:

- a) Preliminary Plat approval is contingent upon the approval of the affiliated Planned Unit Development Application.
- b) All Fire Department and Building Department requirements shall be met.
  - i. The width of the parking access lane shall be thirty feet (30') in width and comply with International Fire Code (IFC) requirements.
- c) Issuance of permits for the construction of buildings within the proposed subdivision shall be subject to Section 16.02.080 of the Hailey Municipal Code.
- d) The Applicant shall designate and limit vehicular access to Lots 4 and 5 via an easement on the proposed joint driveway.
- e) The Applicant shall dedicate the parking access lane via an easement within the Preliminary Plat of the Star Light Lane Subdivision.
- f) Plat Notes:

- i. The Applicant shall add a standard plat note stating that, "The joint driveway and parking access lane shall remain unbuildable".
- ii. Driveways accessing more than one (1) residential dwelling unit shall be maintained by the owner's association or in accordance with a plat note.
- iii. The Applicant shall include a plat note that prohibits vehicular access to the lots from Broadford Road, vehicular access to the lots shall be limited to Silver Star Drive.
- iv. The following turf landscape restrictions apply.
  - a. For lots less than or equal to 10,000 square feet, a maximum of thirty percent (30%) of the total land area of each residential lot may be turf up to a maximum of 3,000 square feet.
  - b. For lots greater than 10,000 square feet and less than or equal to 13,000 square feet, a maximum of twenty-five percent (25%) of the total land area of each residential lot may be turf up to a maximum of 3,250 square feet.
  - c. Promotes a low water use landscape through the use of drought tolerant plants either from an approved list or as recommended by a landscape design professional.
  - d. Each residential irrigation system shall be at a 70% distribution uniformity for turf areas and/or utilize EPA water sensor controllers and heads or equivalent.
- g) All City infrastructure requirements shall be met as outlined in Title 16, Chapter 16.05 of the Hailey Municipal Code. Detailed plans for all infrastructure to be installed or improved at or adjacent to the site shall be submitted for City of Hailey approval and shall meet City Standards where required. Requirements to be completed at the Applicant's sole expense include, but will not be limited to:
  - i. Permits for the installation of all drywells.
  - ii. Metal collars for the meter vault lids on any and all meter vaults located in asphalt or concrete.
  - iii. An Erosion Control Plan, prior to Final Plat.
  - iv. The complete removal and replacement of all paving adjacent to the development where street cuts (for the subdivision construction and installation of utility services) exceed 25% of the street area.
- h) Snow Storage:
  - i. The Applicant shall calculate the required snow storage for the joint driveway and parking access lane and specify the dimensions and locations of the required snow storage easements on the plat, prior to recordation of the Final Plat.
- i) CC&Rs:
  - i. The Applicant shall address the maintenance of utilities, shared green space, and joint use driveways in the subdivision's CC&Rs.
- j) Final Plat Review:
  - i. Drainage facilities, grading, vehicular access, snow storage, and utility easements shall be reviewed and approved by the City Engineer prior to Final Plat approval.
  - ii. Connection details to the municipal water and wastewater system shall be approved by the Water and Wastewater Division prior to Final Plat approval.
  - iii. The location and style of the garages (attached or detached) must be addressed on the Final Plat, drawn and/or in a plat note (per Section 16.08.020 of Code).

- iv. The Final Plat must be submitted within two (2) calendar years from the date of approval of the Preliminary Plat, unless otherwise allowed for within a phasing agreement.
- v. Any application and/or subdivision inspection fees due shall be paid prior to recordation of the Final Plat.

**Motion Language:**

**Approval:** Motion to approve a Preliminary Plat Application by Darin and Kathleen Barfuss wherein 1371 Silver Star Drive (Hailey Fr S1/2 TI 7731 & TI 7732 Sec 16 2N 18E), at the intersection of Silver Star Drive & Broadford Road, is subdivided into six (6) lots within the Limited Residential (LR-2) Zoning District, finding that the application meets all City Standards, and that Conditions (a) through (j) are met.

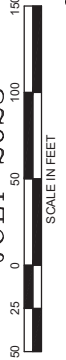
**Denial:** Motion to deny a Preliminary Plat Application by Darin and Kathleen Barfuss wherein 1371 Silver Star Drive (Hailey Fr S1/2 TI 7731 & TI 7732 Sec 16 2N 18E), at the intersection of Silver Star Drive & Broadford Road, is subdivided into six (6) lots within the Limited Residential (LR-2) Zoning District, finding that \_\_\_\_\_ [Council should cite which standards are not met and provide the reason why each identified standard is not met].

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

# A PRELIMINARY PLAT SHOWING STAR LIGHT LANE SUBDIVISION

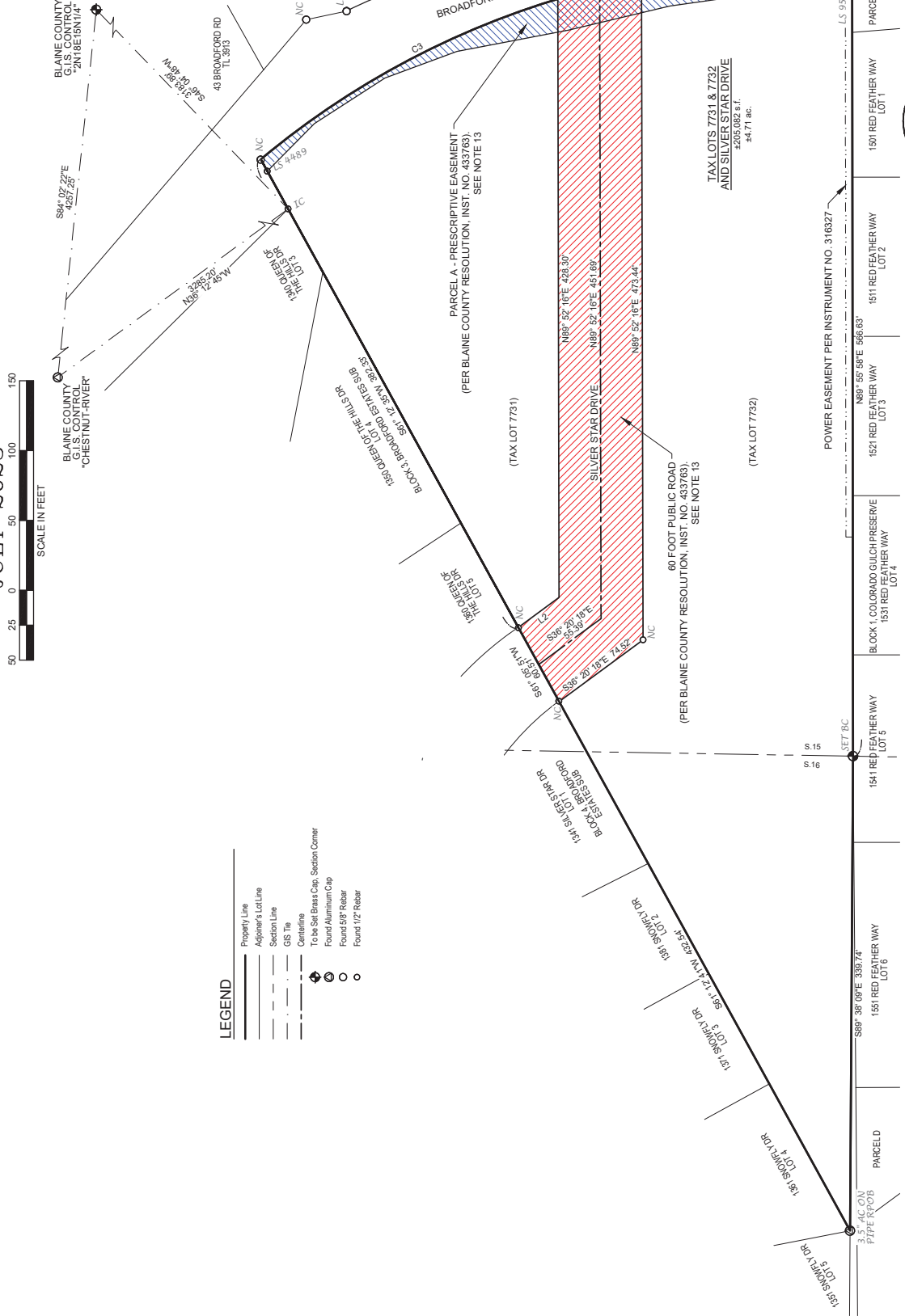
WHEREIN TAX LOTS 7731 & 7732 ARE SUBDIVIDED  
LOCATED WITHIN SECTION 15, T.2N., R.18E., B.M., CITY OF HAILEY, BLAINE COUNTY, IDAHO

JULY 2023



SCALE: 1" = 50'

- LEGEND**
- Property Line
  - Adjoiner's Lot Line
  - Section Line
  - GS Tie
  - Centerline
  - 100# Soft Brass Cap, Section Corner
  - Found Aluminum Cap
  - Found 5/8" Rebar
  - Found 1/2" Rebar



**EXISTING BOUNDARY, EASEMENT, AND RIGHT-OF-WAY EXHIBIT**

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

STAR LIGHT LANE SUBDIVISION  
GALENA ENGINEERING, INC.  
HAILEY, IDAHO

Date \_\_\_\_\_ South Central District Health Dept., EHS

ROBERT O. BREIER, P.L.S. 20893

1 OF 5  
Job No. 8337

# A PRELIMINARY PLAT SHOWING STAR LIGHT LANE SUBDIVISION

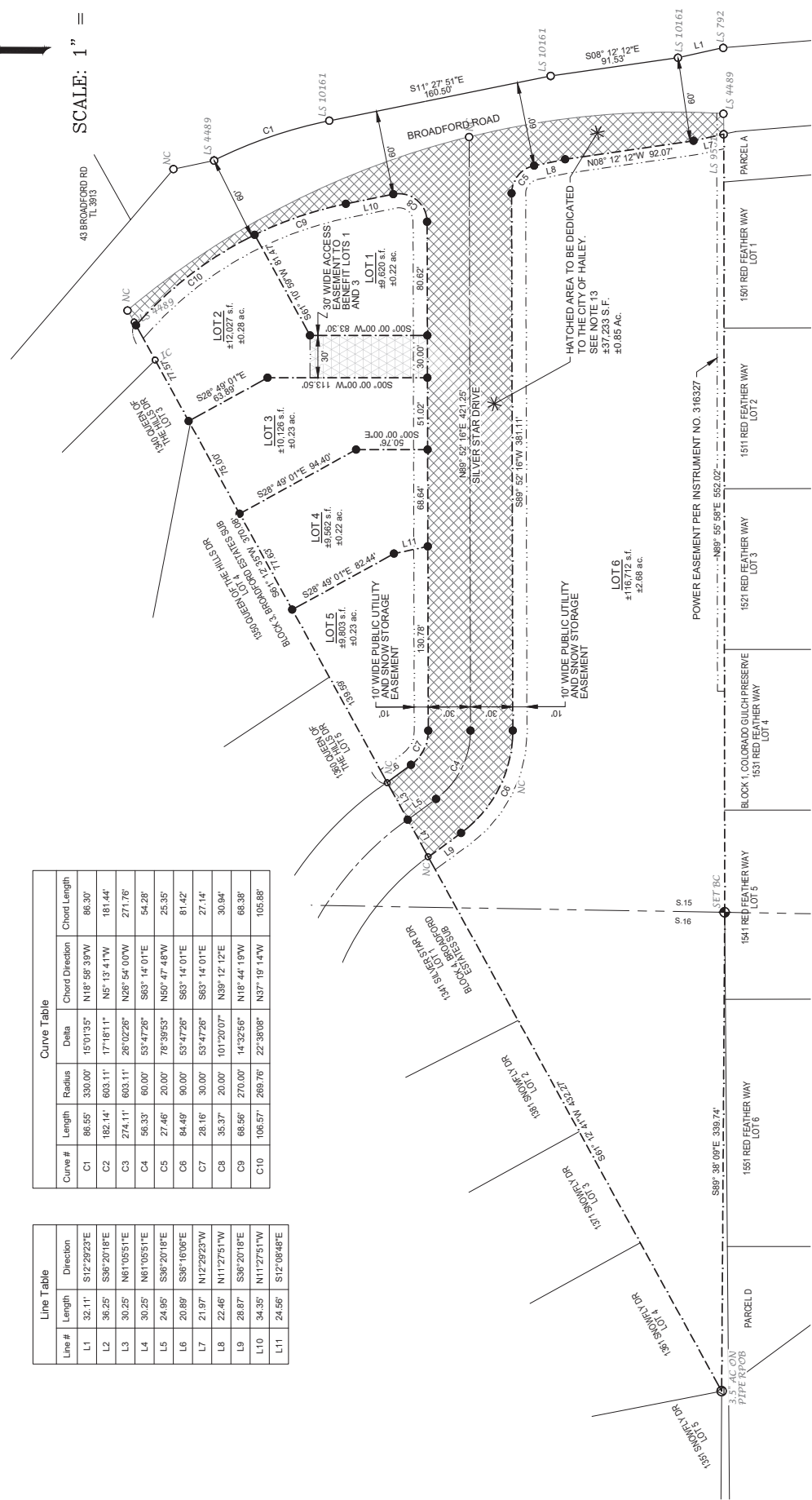
JULY 2023



SCALE: 1" = 50'

Curve Table				
Curve #	Length	Radius	Delta	Chord Length
C1	86.55'	330.00'	15°01'35"	N18°58'39"W 86.30'
C2	182.14'	603.11'	17°18'11"	N5°13'41"W 181.44'
C3	274.11'	603.11'	26°02'28"	N26°54'00"W 271.76'
C4	56.33'	60.00'	53°47'28"	S63°14'01"E 54.28'
C5	27.48'	20.00'	78°39'53"	N50°47'48"W 25.35'
C6	84.49'	90.00'	53°47'28"	S63°14'01"E 81.42'
C7	28.16'	30.00'	53°47'28"	S63°14'01"E 27.14'
C8	35.37'	20.00'	101°20'07"	N38°12'12"E 30.94'
C9	68.56'	270.00'	14°32'56"	N18°44'19"W 68.38'
C10	106.57'	269.76'	22°38'08"	N37°19'14"W 105.88'

Line Table	
Line #	Direction
L1	S12°29'22"E
L2	S36°20'18"E
L3	N61°05'51"E
L4	N61°05'51"E
L5	S36°20'18"E
L6	S36°16'06"E
L7	N12°29'23"W
L8	N11°27'51"W
L9	S36°20'18"E
L10	N11°27'51"W
L11	S12°08'48"E



**LEGEND**

**EXISTING ITEMS**

- Property Line
- Adjacent's Lot Line
- Section Line
- Centerline
- Found Aluminum Cap
- Found 5/8" Rebar
- Found 1/2" Rebar

**PROPOSED ITEMS**

- Lot Line
- Adjacent's Lot Line and Section Line as shown
- Access Easement
- Right-of-Way Dedication
- Set 5/8" Rebar
- To be Set Brass Cap, Section Corner



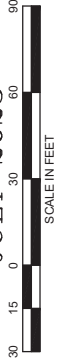
STAR LIGHT LANE SUBDIVISION  
GALENA ENGINEERING, INC.  
HAILEY, IDAHO  
2 OF 5  
Job No. 8337

ROBERT O. BREIER, P.L.S. 20893

# STAR LIGHT LANE SUBDIVISION

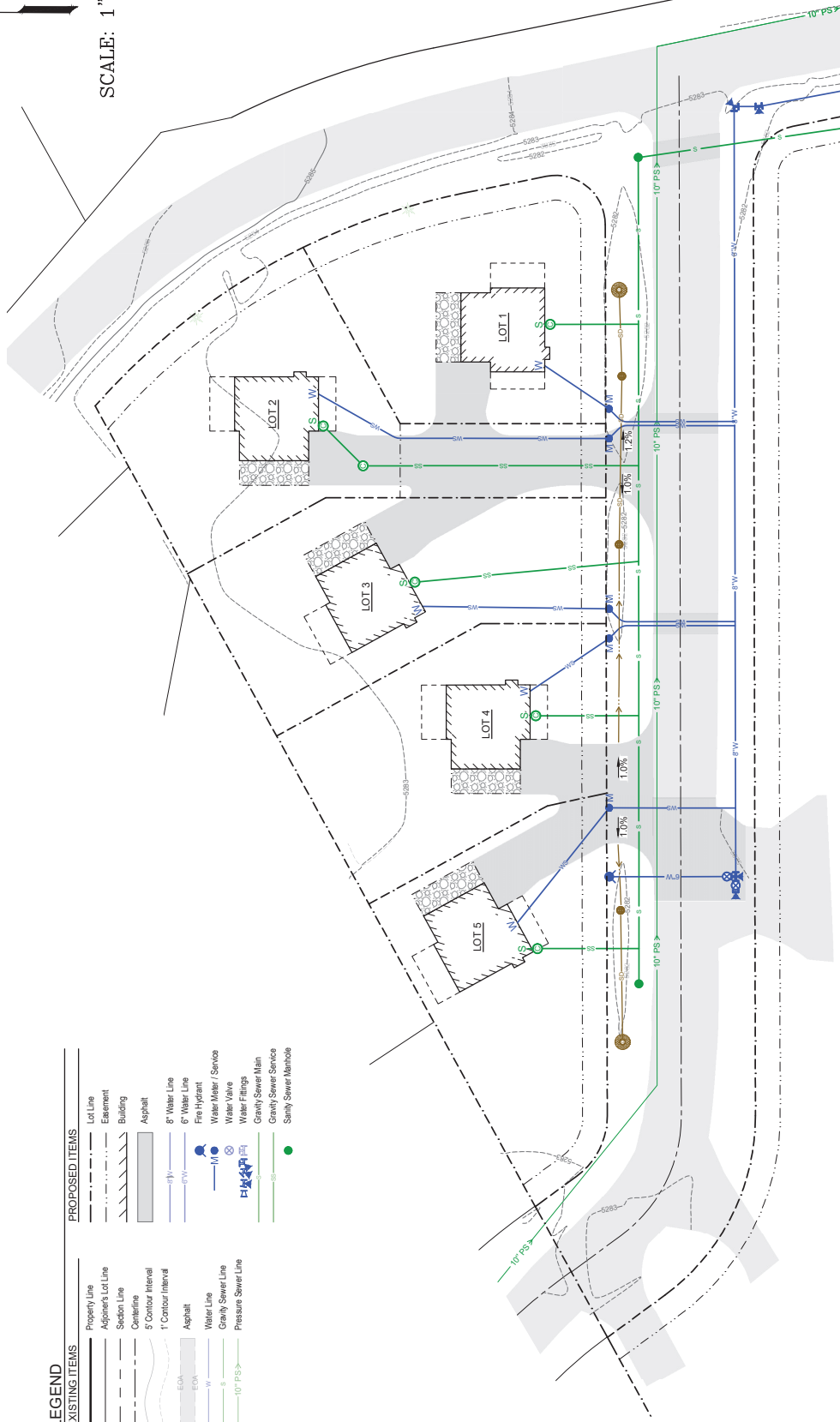
A PRELIMINARY PLAT SHOWING

JULY 2023



SCALE: 1" = 30'

LEGEND	
EXISTING ITEMS	
	Property Line
	Adjoiner's Lot Line
	Easement
	Section Line
	Centerline
	5' Contour Interval
	1' Contour Interval
	Asphalt
	8" Water Line
	6" Water Line
	Fire Hydrant
	Water Meter / Service
	Water Valve
	Water Fittings
	Gravily Sewer Main
	Sanitary Sewer Service
	Sanitary Sewer Manhole
PROPOSED ITEMS	
	Lot Line
	Easement
	Building
	Asphalt
	8" Water Line
	6" Water Line
	Fire Hydrant
	Water Meter / Service
	Water Valve
	Water Fittings
	Gravily Sewer Main
	Sanitary Sewer Service
	Sanitary Sewer Manhole



## PROPOSED IMPROVEMENT PLAN



STAR LIGHT LANE SUBDIVISION  
 GALENA ENGINEERING, INC.  
 HAILLY, IDAHO  
 3 OF 5  
 Job No. 8337

ROBERT O. BREIER, P.L.S. 20893

A PRELIMINARY PLAT SHOWING  
**STAR LIGHT LANE SUBDIVISION**

JULY 2023



**SURVEY NARRATIVE & NOTES**

1. The purpose of this plat is to subdivide the property as described on Deed of Trust, Instrument Number 45,148; records of Blaine County, Idaho, adjust the alignment of Silver Star Drive, and provide 60ft of Right-of-Way for Broadford Road. All found monuments were accepted as either original or replacements of original corners.
2. Referenced Documents:
  - a. Corporation Warranty Deed, Instrument Number 138243
  - b. Blaine County Commission Resolution (and Order) 9939, Instrument Number 433763
  - c. Deed of Trust, Instrument Number 45,148
  - d. Halley Ordinance No. 1224, Annexation Agreement and Area Legal Description, Instrument Number 647661
3. The distances shown are measured. Refer to the above referenced documents for the previous record data.
4. Unless otherwise shown hereon, this survey does not purport to reflect any of the following which may be applicable to subject real property: natural hazards, encroachments, wetlands, ditches, easements, building setbacks, restrictive covenants, subdivision restrictions, zoning or any other land-use regulations.
5. Underground utility locations are based on subdivision design drawings, above ground appearances and utilities visible at the time of the survey. Utilities should be located prior to any excavation.
6. A Lot Book Report has been issued by Pioneer Title Co., File Number 814591, dated 7/25/2022. Certain information contained in said title policy may not appear on this map or may affect terms shown hereon. It is the responsibility of the owner or agent to review said documents is required, if further information is desired.
7. All townhouse sublot owners shall have mutual reciprocal easements for existing and future water, sewer, cable tv, telephone, natural gas and electrical lines over, under and across their townhouse sublots for the repair, maintenance and replacement of those services.
8. Buyers and owners are advised that this property is located near the Friedman Memorial Airport. Present and future impacts may be annoying and interfere with the unrestricted use and enjoyment of the property. These noise impacts might change over time by virtue of number of aircraft, louder aircraft, seasonal variations, and time-of-day variations that may change airport, aircraft, and air traffic control operating procedures or layout. The user's own personal perceptions of the noise exposure could change, and his or her sensitivity to aircraft noise could increase.
9. See Page 2 for meters and bounds of proposed sublots.
10. Current and proposed zoning to remain as "LR-2."
11. All new utilities shall be placed underground.
12. The Declaration of Conditions, Covenants, and Restrictions have been recorded in Blaine County as Instrument Number \_\_\_\_\_.
13. Public Road and Prescriptive Easements described in Blaine County Commission Resolution (and Order) 9939; Instrument Number 433763, and depicted on Sheet 1 are hereby vacated and replaced by the areas proposed for dedication to the City of Halley as shown on Sheet 2.



ROBERT O. BREIER, P.L.S. 20893

4 OF 5  
Job No. 8337

STAR LIGHT LANE SUBDIVISION  
GALENA ENGINEERING, INC.  
HAILEY, IDAHO



# **Return to Agenda**

**AGENDA ITEM SUMMARY**

**DATE:** 11/13/23      **DEPARTMENT:** PW      **DEPT. HEAD SIGNATURE:** BY

**SUBJECT:** Wastewater Treatment Facility Upgrades and Noncompliance Notification

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

**BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:**

The City received a letter of non-compliance from the Idaho Department of Environmental Quality due to several non-compliance events at the Wastewater Treatment Facility this summer. In June, August, and September, the Wastewater Treatment Facility exceeded the allowable amount of phosphorous remaining at the end of the treatment process. Staff have identified the cause of the excess phosphorus, and outline solutions in the letter below to resolve this problem in the future. Excess phosphorus in a riverine ecosystem can cause algae blooms, it is unlikely this would occur in the Big Wood River, but in a more stationary body of water such as Magic Reservoir. The total amount of phosphorous the City discharged during these non-compliance events is relatively minor as compared to other regional sources of phosphorous such as agriculture. The City's treated discharge is regularly well below the discharge limit for phosphorous in day-to-day operations. The Wastewater Division has been working around the clock to implement significant treatment facility upgrades in accordance with recommendations made in the City's recent Wastewater Facility Planning Study. Please review the below letter for a more detailed report of the causes and solutions for phosphorus compliance.

**FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:** Caselle # \_\_\_\_\_

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

Estimated Hours Spent to Date: \_\_\_\_\_      Estimated Completion Date: \_\_\_\_\_

Staff Contact: \_\_\_\_\_      Phone # \_\_\_\_\_

Comments: \_\_\_\_\_

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

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

**RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:**

**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

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

Copies (all info.): \_\_\_\_\_

Copies (AIS only) \_\_\_\_\_

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

November 2, 2023

Tim Beach  
IPDES Compliance Officer  
Idaho Department of Environmental Quality  
650 Addison Avenue West Suite 110  
Twin Falls, ID 83301  
[tim.beach@deq.idaho.gov](mailto:tim.beach@deq.idaho.gov)

Re: Notice of Noncompliance – City of Hailey – Hailey WRF Idaho Pollutant Discharge Elimination System (IPDES) Permit ID0020303

Dear Mr. Beach,

Thank you for taking the opportunity to reach out for more information regarding the City of Hailey's noncompliance events this summer. Over the course of the summer, our staff worked tirelessly to resolve these issues and achieve the current high-quality discharge levels from the plant. Below, I have outlined the series of events that took place, identified the problems we faced, highlighted the necessary repairs that have been (or are in the process of being) completed, and detailed updated staff protocols that will help to ensure that the plant does not continue to have non-compliance events.

**Compliance Issue: June 2023 Phosphorus weekly average.**

Issue Cause: PAX-14/alum Supply

Background Information:

- PAX-14 is a chemical used to control filamentous bacteria; it also helps reduce phosphorus. In May of 2023 our supply of PAX-14 was running low.
- Protocol dictated that the PAX-14 bulk storage tank must be completely empty to have enough capacity for a new delivery.

Actions taken and Discussion:

- Due to low chemical levels in the bulk storage tank, our pump started to fail, complicating efforts to utilize all of the PAX-14 that remained in the bulk tank.
- We transferred remaining PAX-14 to polymer totes to allow capacity for delivery of a new shipment of PAX-14. On 6/1/2023 we ordered a new PAX-14 shipment, and it arrived on 6/6/2023. By 6/20/2023 we were within permit parameters.

Future Prevention Plan:

We found during the delivery of the PAX-14 that a truckload holds 4550 gallons of PAX-14, and our chemical bulk tank can store 5500 gallons. Prior protocol was incorrect. We do not anticipate this problem recurring as existing capacity can accommodate our needs.

Timeline:

May 2023 – PAX-14 begins to run low.

5/29/2023 – PAX-14 Chemical pump fails to work efficiently.

5/30/2023 – Repurposed polymer totes to hold remaining PAX-14.

5/31/2023 – Moved remaining PAX-14 to repurposed polymer totes.

6/1/2023 – Ordered new PAX-14 shipment.

6/6/2023 – New PAX-14 shipment arrives and shows we have ample room for future deliveries.

6/20/2023 – Sample results from Magic Valley Labs show we were within permit parameters.

**Compliance Issue: August 2023 Phosphorus monthly and weekly average.**

Issue Cause: Planned Process Upgrade and Decant Arm Failure

Background Information:

- A planned upgrade to our process control PLCs was set to begin on 8/7/2023. This upgrade would take a week to complete and required full-time staffing at the plant for 24 hours a day. All valves, air, and processes had to be hand controlled.
- On 8/1/2023, a week before the system upgrade was set to start, a decant arm fell off its joint in SBR 1 (see photos below). The plant had to run at half capacity with marginal room for extended treatment.

Staff chose to move forward with the planned PLC upgrade as it had required significant planning and would replace failing infrastructure.

Actions taken and Discussion:

- PLC hardware took an full week to complete, demanding staff time and attention.
- During the PLC upgrade, staff was forced to resort to hand dosing. The plant did not regain PAX-14 dosing control until 9/25/2023 due to programming/PLC communication issues.
- On 8/23/2023 staff received the last part needed to fix the decant arm for SBR 1 and made the repair on 8/24/2023. On 8/28/2023 staff started moving seed (microorganisms) over from SBR 2 to SBR 1 to have the microbiology needed to process influent in both basins again.

Future Prevention Plan:

- Staff will check the condition of the decant arm needs to be checked every few years, and will have necessary parts on hand to facilitate a rapid repair.
- With a same-day repair, the plant would be able to continue functioning at full capacity .
- Staff plans to replace the uni-flange on the SBR 2 decant arm this winter when flows are minimal to prevent a similar occurrence in the s basin.

Timeline:

Early 2021 – Start planning for failing PLCs/Process upgrade.

8/1/2023 – SBR 1 Decanter falls off bracket.

8/2/2023 – Confirm and order parts for Decanter repair.

8/7/2023 – Process upgrade planned (1 week).  
8/11/2023 – Process upgrade hardware complete, programming ongoing.  
8/23/2023 – Received last part for Decanter repair.  
8/24/2023 – Repaired decanter.  
8/28/2023 – Started seeding SBR 1 from SBR 2.

**Compliance Issue: September 2023 Total Phosphorus monthly and weekly average.**

Issue Cause: PAX-14 dosing pump control/Microbiology.

Background Information:

- The Process hardware upgrade was complete, but the programming continued to be adjusted, requiring staff hand dose PAX-14 for most of the month.
- The plant was still building back microbiology needed to process influent in SBR1.

Actions taken and Discussion:

- Most of the programming issues were resolved this month with the new process PLC upgrade controls.
- Staff were able to make some process adjustments for quality (adjusting air on/off times, adjusting PAX-14 dosing, etc.).
- The plant's sample results for Total Phosphorus on 10/5/2023 from Magic Valley Labs show the plant was performing under permit levels.

Future Prevention Plan:

- The staff's plan moving forward is to minimize time with one SBR as much as possible to ensure that the plant has both the capacity and the microbiology to process influent.
- Staff plans to transition to focusing on preventive maintenance.
- Staff also plans to reestablish our pretreatment program.

Timeline:

8/28/2023 – Started seeding SBR 1 from SBR 2. Minimal wasting.  
9/25/2023 – PAX-14 pump integrated.  
9/27/2023 – Established good microbiology level. Normal wasting.  
10/5/2023 – Magic Valley Labs reported Total Phosphorus level under permit.

If you have any questions, comments, or concerns please feel free to contact me at any time at (208) 721-0094, or [Bryson.ellsworth@haileycityhall.org](mailto:Bryson.ellsworth@haileycityhall.org).

Thank you,

Bryson Ellsworth  
City of Hailey Wastewater Division Manager

C: Brian Yeager, Public Works Director, City of Hailey  
Lisa Horowitz, City Administrator, City of Hailey  
File









# **Return to Agenda**