

**AGENDA OF THE
HAILEY CITY COUNCIL MEETING
Monday December 11, 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:

CA 373	Motion to adopt Resolution 2023-151, authorizing the Mayor’s signature on a grant agreement with the US Department of Justice Office of Community Oriented Policing Services in the amount of \$125,000 to hire one additional Sworn Officer to the Hailey Police Department ACTION ITEM	1
CA 374	Motion to adopt Resolution 2023-152, authorizing the Mayor’s signature on Library grant agreement with ICFL Libraries Summer Strategies Grant in the amount of \$10,000 ACTION ITEM	22
CA 375	Motion to adopt Resolution 2023-153, authorizing the Mayor’s signature and purchase of a Camera Van pursuant to Idaho Code 67-2807 for Cooperative Purchasing by use of the cooperative purchasing product in the amount of \$280,193.06 ACTION ITEM	39
CA 376	Motion to approve Resolution 2023-154, ratifying the Mayor’s signature on a service contract with STRATA for geotechnical engineering evaluations in the amount of \$13,000 ACTION ITEM	58
CA 377	Motion to approve new alcohol license for PA Spirits ACTION ITEM	70
CA 378	Motion to approve and authorize the mayor’s signature on Resolution 2023-155 approving the Proposed Scope of Work, Schedule, Budget and Public Engagement Plan by Jacobs Civil for Hailey’s Comprehensive Plan Update. ACTION ITEM	85
CA 379	Motion to approve Resolution 2023-156, authorizing the Mayor’s signature on the First Amended Security Agreement related to the Final Plat of Sweetwater Communities, LLC (Parcel B2, Block 4, Sweetwater PUD Subdivision). ACTION ITEM	113
CA 380	Motion to approve minutes of November 27, 2023 and to suspend reading of them ACTION ITEM	126
CA 381	Motion to approve claims for expenses incurred during the month of November 2023 and claims for expenses due by contract in December, 2023 ACTION ITEM	133

MAYOR’S REMARKS:

MR 000

PROCLAMATIONS & PRESENTATIONS:

PP 382	Community Health and Fitness Week Proclamation ACTION ITEM	164
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PUBLIC HEARING:

PH 383	Consideration of a proposed Ordinance No. _____, amending the Hailey Municipal Code, Title 16: Subdivision Regulations, Chapters 16.01, Definitions, 16.04, Development Standards, 16.08, Townhouses, and Title 17: Zoning Regulations, Chapters 17.02, Definitions; 17.05, Official Zoning Map and District Use Matrix; 17.06,	
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Design Review and 17.09 Parking and Loading Spaces to modify/create definitions and standards for detached townhouse and cottage housing development **ACTION ITEM**..... 166

[PH 384](#) Consideration of Ordinance No.____, amending the Hailey Municipal Code, Title 17: Zoning Regulations, Chapters 17.06 Design Review, Section17.06.070: Improvements Required, Item A.1.c., which would remove, clarify, and/or add language specific to sidewalk and drainage improvement in-lieu fee estimates **ACTION ITEM** 207

[PH 385](#) Consideration of Resolution 2023-___, adopting revised Municipal Fee Schedule: **ACTION ITEM**..... 216

- o Establish new fees for the sidewalk in-lieu contributions.
- o Establish new fee for Winter Snow Towing and Year-Round Parking Violations:
- o Establish an increased fee rate for Business License Amendment Applications.

NEW BUSINESS:

[NB 386](#) Consideration of Resolution 2023-___, authorizing agreement with Data Ticket, Inc. to contract for Parking Citation Processing and Towing Services **ACTION ITEM** 243

OLD BUSINESS:

[OB 387](#) 3rd Reading of Ord. No. 1331, an Ordinance approving the Planned Unit Development Application by Darin and Kathleen Barfuss for the proposed Star Light Lane Subdivision at 1371 Silver Star Drive (Hailey FR S 1/2 TL 7731 & TL 7732 Sec 16 2N 18E) . **ACTION ITEM** 262

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

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

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

Matters & Motions from Executive Session or Workshop
Next Ordinance Number - 1336 Next Resolution Number- 2023-157

AGENDA ITEM SUMMARY

DATE: 12/11/2023

DEPARTMENT: POLICE

DEPT. HEAD SIGNATURE: SE

SUBJECT: Motion to adopt Resolution 2023-XX, authorizing the Mayor's signature on a grant agreement with the US Department of Justice Office of Community Oriented Policing Services in the amount of \$125,000 to hire one additional Sworn Officer to the Hailey Police Department **ACTION ITEM**

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

The Hailey Police Department has been awarded grant funding through the Department of Justice COPS Hiring Program (CHP) to hire one additional Sworn Officer to the Hailey Police Department. The City was awarded a total of \$125,000, which will be used to support up to 75% of an officer entry-level salary for three years within a five-year period of performance to accommodate time needed for recruitment and hiring. The City must retain the officer position for one additional year (four total years) after federal funding period has concluded.

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IFAPPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to adopt Resolution 2023-XX, authorizing the Mayor's signature on a grant agreement with the US Department of Justice Office of Community Oriented Policing Services in the amount of \$125,000 to hire one additional Sworn Officer to the Hailey Police Department **ACTION ITEM**

ADMINISTRATIVE COMMENTS/APPROVAL:

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

ACTION OF THE CITY COUNCIL:

Date _____

City Clerk _____

FOLLOW-UP:

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

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



Department of Justice (DOJ)

Office of Community Oriented Policing Services (COPS Office)

Washington, D.C. 20531

Name and Address of Recipient:		CITY OF HAILEY 115 S MAIN ST STE H	
City, State and Zip:		HAILEY, ID 83333	
Recipient UEI:		VQGYGULKZM44	
Project Title: FY23 COPS Hiring Program (CHP)		Award Number: 15JCOPS-23-GG-05101-UHPX	
Solicitation Title: FY23 COPS Hiring Program			
Federal Award Amount: \$125,000.00		Federal Award Date: 11/2/23	
Awarding Agency:		Office of Community Oriented Policing Services	
Funding Instrument Type:		Grant	
Opportunity Category: D			
Assistance Listing: 16.710 - Public Safety Partnership and Community Policing Grants			
Project Period Start Date: 10/1/23		Project Period End Date: 9/30/28	
Budget Period Start Date: 10/1/23		Budget Period End Date: 9/30/28	
Project Description: The purpose of the COPS Hiring Program (CHP) program is to advance the practice of community policing through the hire or rehire of additional career law enforcement officers. Funding under this award program will be utilized by local law enforcement agencies to hire and rehire career law enforcement officers necessary to increase the jurisdiction's community policing capacity to prevent and disrupt crime and violence.			

Award Letter

November 2, 2023

Dear Steve England,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Community Oriented Policing Services (the COPS Office) has approved the application submitted by CITY OF HAILEY for an award under the funding opportunity entitled 2023 FY23 COPS Hiring Program. The approved award amount is \$125,000. Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance. For COPS Office and OVW funding the Award Offer also includes any Other Award Documents.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by the COPS Office, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

HUGH CLEMENTS

COPS Director

Office for Civil Rights Notice for All Recipients

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance to give assurances that they will comply with those laws. Taken together, these civil rights laws prohibit recipients of federal financial assistance from DOJ from discriminating in services and employment because of race, color, national origin, religion, disability, sex, and, for grants authorized under the Violence Against Women Act, sexual orientation and gender identity. Recipients are also prohibited from discriminating in services because of age. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with DOJ awards, see <https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm>.

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria. These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department

are providing services in a nondiscriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEO requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c)(5).

The OCR is available to help you and your organization meet the civil rights requirements that are associated with DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to contact the OCR at askOCR@ojp.usdoj.gov.

Award Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Recipient Information

Recipient Name

CITY OF HAILEY

UEI

VQGYGULKZM44

ORI Number

Street 1

115 S MAIN ST STE H

Street 2

City

HAILEY

State/U.S. Territory

Idaho

Zip/Postal Code

83333

Country

United States

County/Parish

Province

Award Details

Federal Award Date

11/2/23

Award Type

Initial

Award Number

15JCOPS-23-GG-05101-UHPX

Supplement Number

00

Federal Award Amount

\$125,000.00

Funding Instrument Type

Grant

Assistance Listing Number

Assistance Listings Program Title

16.710

Public Safety Partnership and Community Policing Grants

Statutory Authority

The Public Safety Partnership and Community Policing Act of 1994, 34 U.S.C. § 10381 et seq.

[]
I have read and understand the information presented in this section of the Federal Award Instrument.

Project Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Solicitation Title

Awarding Agency

2023 FY23 COPS Hiring Program

COPS

Application Number

GRANT13857220

Grant Manager Name

ANTONIO TOVAR

Phone Number

[202-445-5764](tel:202-445-5764)

E-mail Address

ANTONIO.TOVAR2@USDOJ.GOV

Project Title

FY23 COPS Hiring Program (CHP)

Performance Period Start

Date

10/01/2023

Performance Period End Date

09/30/2028

Budget Period Start Date

10/01/2023

Budget Period End Date

09/30/2028

Project Description

The purpose of the COPS Hiring Program (CHP) program is to advance the practice of community policing through the hire or rehire of additional career law enforcement officers. Funding under this award program will be utilized by local law enforcement agencies to hire and rehire career law enforcement officers necessary to increase the jurisdiction's community policing capacity to prevent and disrupt crime and violence.

[]

I have read and understand the information presented in this section of the Federal Award Instrument.

Financial Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

A financial analysis of budgeted costs has been completed. All costs listed in the approved budget below were programmatically approved based on the final proposed detailed budget and budget narratives submitted by your agency to the COPS Office. Any adjustments or edits to the proposed budget are explained below.

Budget Clearance Date: 9/14/23 12:30 PM

Comments

No items

Budget Category	Proposed Budget	Change Budget	Approved Budget	Percentages
Sworn Officer Positions:	\$301,339	\$0	\$301,339	
Civilian or Non-Sworn Personnel:	\$0	\$0	\$0	
Travel:	\$0	\$0	\$0	
Equipment:	\$0	\$0	\$0	
Supplies:	\$0	\$0	\$0	
SubAwards:	\$0	\$0	\$0	
Procurement Contracts:	\$0	\$0	\$0	
Other Costs:	\$0	\$0	\$0	
Total Direct Costs:	\$301,339	\$0	\$301,339	
Indirect Costs:	\$0	\$0	\$0	
Total Project Costs:	\$301,339	\$0	\$301,339	
Federal Funds:	\$125,000	\$0	\$125,000	41.48%
Match Amount:	\$176,339	\$0	\$176,339	58.52%
Program Income:	\$0	\$0	\$0	0.00%

Budget Category

Sworn Officer

Civilian Personnel

Travel

Equipment

Supplies

SubAwards

Procurement Contracts

Other Costs

Indirect Costs

[]

I have read and understand the information presented in this section of the Federal Award Instrument.

Other Award Documents

[]

I have read and understand the information presented in this section of the Federal Award Instrument.

Award Conditions

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

1

Reporting Subawards and Executive Compensation

The recipient agrees to comply with the following requirements of 2 C.F.R. Part 170, Appendix A to Part 170 – Award Term:

- I. Reporting Subawards and Executive Compensation
 - a. Reporting of first-tier subawards.

Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that equals or exceeds \$30,000 in Federal funds for a subaward to a non-Federal entity or Federal agency (see definitions in paragraph e. of this award term).

2. Where and when to report.

i. The non-Federal entity or Federal agency must report each obligating action described in paragraph a.1. of this award term to <http://www.fsr.gov>.

ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

3. What to report. You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.

b. Reporting total compensation of recipient executives for non-Federal entities.

1. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—

i. The total Federal funding authorized to date under this Federal award equals or exceeds \$30,000 as defined in 2 CFR 170.320;

ii. in the preceding fiscal year, you received—

(A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards), and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and,

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. Where and when to report. You must report executive total compensation described in paragraph b.1. of this award term:

i. As part of your registration profile at <https://www.sam.gov>.

ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. Reporting of Total Compensation of Subrecipient Executives.

1. Applicability and what to report. Unless you are exempt as provided in paragraph d. of this award term, for each first-tier non-Federal entity subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—

i. in the subrecipient's preceding fiscal year, the subrecipient received—

(A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards) and,

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. Where and when to report. You must report subrecipient executive total compensation described in paragraph c.1. of this award term:

i. To the recipient.

ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. Exemptions.

If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

i. Subawards, and

ii. The total compensation of the five most highly compensated executives of any subrecipient.

e. Definitions. For purposes of this award term:

1. Federal Agency means a Federal agency as defined at 5 U.S.C. 551(1) and further clarified by 5 U.S.C. 552(f).

2. Non-Federal entity means all of the following, as defined in 2 CFR part 25:

i. A Governmental organization, which is a State, local government, or Indian tribe;

ii. A foreign public entity;

iii. A domestic or foreign nonprofit organization; and,

iv. A domestic or foreign for-profit organization

3. Executive means officers, managing partners, or any other employees in management positions.

4. Subaward:

i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.331).

iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

5. Subrecipient means a non-Federal entity or Federal agency that:

i. Receives a subaward from you (the recipient) under this award; and

ii. Is accountable to you for the use of the Federal funds provided by the subaward.

6. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)).

2

Restrictions on Internal Confidentiality Agreements: No recipient or subrecipient under this award, or entity that receives a contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts the lawful reporting of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information. Consolidated Appropriations Act, 2023, Public Law 117-328, Division E, Title VII, Section 742.

3

Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and COPS Office authority to terminate award): The recipient and subrecipient agree to comply with the requirements in 2 C.F.R. § 175.15(b) – Award Term:

I. Trafficking in persons.

a. Provisions applicable to a recipient that is a private entity.

1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—

i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

ii. Procure a commercial sex act during the period of time that the award is in effect; or

iii. Use forced labor in the performance of the award or subawards under the award.

2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity —

i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or

ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—

A. Associated with performance under this award; or

B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by DOJ at 2 C.F.R. Part 2867.

b. Provision applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or

2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—

i. Associated with performance under this award; or

ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by DOJ at 2 C.F.R. Part 2867.

c. Provisions applicable to any recipient.

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.

2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:

i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended 22 U.S.C. 7104(g), and

ii. Is in addition to all other remedies for noncompliance that are available to us under this award.

3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

d. Definitions. For purposes of this award term:

1. “Employee” means either:

i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or

ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

2. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

3. “Private entity”:

i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

ii. Includes:

A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).

B. A for-profit organization.

4. “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

4

Duplicative Funding: The recipient understands and agrees to notify the COPS Office if it receives, from any other source, funding for the same item or service also funded under this award.

5

Termination: Recipient understands and agrees that the COPS Office may terminate funding, in whole or in part, for the following reasons:

- (1) When the recipient fails to comply with the terms and conditions of a Federal award.
- (2) When an award no longer effectuates the program goals or agency priorities, to the extent such termination is authorized by law.
- (3) When the recipient agrees to the termination and termination conditions.
- (4) When the recipient provides the COPS Office written notification requesting termination including the reasons, effective date, and the portion of the award to be terminated. The COPS Office may terminate the entire award if the remaining portion will not accomplish the purposes of the award.
- (5) Pursuant to any other termination provisions included in the award.

2. C.F.R. § 200.340.

6

Award Owner's Manual: The recipient agrees to comply with the terms and conditions in the applicable 2023 COPS Office Program Award Owner's Manual; DOJ Grants Financial Guide; COPS Office statute (34 U.S.C. § 10381, et seq.) as applicable; Students, Teachers, and Officers Preventing (STOP) School Violence Act of 2018 (34 U.S.C. § 10551, et seq.) as applicable; the requirements of 2 C.F.R. Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) as adopted by the U.S. Department of Justice in 2 C.F.R. § 2800.101; 48 C.F.R. Part 31 (FAR Part 31) as applicable (Contract Cost Principles and Procedures); the Cooperative Agreement as applicable; representations made in the application; and all other applicable program requirements, laws, orders, regulations, or circulars.

Failure to comply with one or more award requirements may result in remedial action including, but not limited to, withholding award funds, disallowing costs, suspending, or terminating the award, or other legal action as appropriate.

Should any provision of an award condition be deemed invalid or unenforceable by its terms, that provision will be applied to give it the maximum effect permitted by law. Should the provision be deemed invalid or unenforceable in its entirety, such provision will be severed from this award.

7

Authorized Representative Responsibility: The recipient understands that, in accepting this award, the Authorized Representatives declare and certify, among other things, that they possess the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accept (or adopt) all material requirements throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

8

Award Monitoring Activities: Federal law requires that recipients receiving federal funding from the COPS Office must be monitored to ensure compliance with their award conditions and other applicable statutes and regulations. The COPS Office is also interested in tracking the progress of our programs and the advancement of community policing. Both aspects of award implementation—compliance and programmatic benefits—are part of the monitoring process coordinated by the U.S. Department of Justice. Award monitoring activities conducted by the COPS Office include site visits, enhanced office-based grant reviews, alleged noncompliance reviews, financial and programmatic reporting, and audit resolution. As a COPS Office award recipient, you agree to cooperate with and respond to any requests for information pertaining to your award. This includes all financial records, such as general accounting ledgers and all supporting documents. All information pertinent to the implementation of the award is subject to agency review throughout the life of the award, during the close-out process and for three-years after the submission of the final expenditure report. 34 U.S.C. § 10385(a) and 2 C.F.R. §§ 200.334 and 200.337.

9

Contract Provision: All contracts made by the award recipients under the federal award must contain the provisions required under 2 C.F.R. Part 200, Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards. Please see appendices in the Award Owner's Manual for a full text of the contract provisions.

10

Assurances and Certifications: The recipient acknowledges its agreement to comply with the Assurances and Certifications forms that were signed as part of its application.

11

Conflict of Interest: Recipients and subrecipients must disclose in writing to the COPS Office or pass-through entity, as applicable, any potential conflict of interest affecting the awarded federal funding in 2 C.F.R. § 200.112.

12

Debarment and Suspension: The recipient agrees not to award federal funds under this program to any party which is debarred or suspended from participation in federal assistance programs. 2 C.F.R. Part 180 (Government-wide Nonprocurement Debarment and Suspension) and 2 C.F.R. Part 2867 (DOJ Nonprocurement Debarment and Suspension).

13

Employment Eligibility: The recipient agrees to complete and keep on file, as appropriate, the Department of Homeland Security, U.S. Citizenship and Immigration Services (USCIS) Employment Eligibility Verification Form (I-9). This form is to be used by recipients of federal funds to verify that persons are eligible to work in the United States. Immigration Reform and Control Act of 1986 (IRCA), Public Law 99-603.

14

Enhancement of Contractor Protection from Reprisal for Disclosure of Certain Information: Recipients and subrecipients agree not to discharge, demote, or otherwise discriminate against an employee as reprisal for the employee disclosing information that he or she reasonably believes is evidence of gross mismanagement of a federal contract or award, a gross waste of federal funds, an abuse of authority relating to a federal contract or award, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or award. Recipients and subrecipients also agree to provide to their employees in writing (in the predominant native language of the workforce) of the rights and remedies provided in 41 U.S.C. § 4712. Please see appendices in the Award Owner's Manual for a full text of the statute.

15

Equal Employment Opportunity Plan (EEOP): All recipients of funding from the COPS Office must comply with the federal regulations pertaining to the development and implementation of an Equal Employment Opportunity Plan. 28 C.F.R. Part 42 subpart E.

16

False Statements: False statements or claims made in connection with COPS Office awards may result in fines, imprisonment, debarment from participating in federal awards or contracts, and/or any other remedy available by law. 31 U.S.C. § 3729-3733.

17

Federal Civil Rights: The Applicant understands that the federal statutes and regulations applicable to the award (if any) made by the Department based on the application specifically include statutes and regulations pertaining to civil rights and nondiscrimination, and, in addition—

a. the Applicant understands that the applicable statutes pertaining to civil rights will include section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681); and section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102);

b. the Applicant understands that the applicable statutes pertaining to nondiscrimination may include section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); section 1407(e) of the Victims of Crime Act of 1984 (34 U.S.C. § 20110(e)); section 299A(b) of the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); and that the grant condition set out at section 40002(b)(13) of the Violence Against Women Act (34 U.S.C. § 12291(b)(13)), which will apply to all awards made by the Office on Violence Against Women, also may apply to an award made otherwise;

c. the Applicant understands that it must require any subrecipient to comply with all such applicable statutes (and associated regulations); and

d. on behalf of the Applicant, I make the specific assurances set out in 28 C.F.R. §§ 42.105 and 42.204.

The Applicant also understands that (in addition to any applicable program-specific regulations and to applicable federal regulations that pertain to civil rights and nondiscrimination) the federal regulations applicable to the award (if any) made by the Department based on the application may include, but are not limited to, 2 C.F.R. Part 2800 (the DOJ "Part 200 Uniform Requirements") and 28 C.F.R. Parts 22 (confidentiality - research and statistical information), 23 (criminal intelligence systems), 38 (regarding faith-based or religious organizations participating in federal financial assistance programs), and 46 (human subjects protection).

18

Mandatory Disclosure: Recipients and subrecipients must timely disclose in writing to the Federal awarding agency or pass-through entity, as applicable, all federal criminal law violations involving fraud, bribery, or gratuity that may potentially affect the awarded federal funding. Recipients that receive an award over \$500,000 must also report certain civil, criminal, or administrative proceedings in SAM and are required to comply with the Term and Condition for Recipient Integrity and Performance Matters as set out in 2 C.F.R. Part 200, Appendix XII to Part 200. Failure to make required disclosures can result in any of the remedies, including suspension and debarment, described in 2 C.F.R. § 200.339. 2 C.F.R. § 200.113.

19

Reports/Performance Goals: To assist the COPS Office in monitoring and tracking the performance of your award, your agency will be responsible for submitting semi-annual programmatic performance reports that describe project activities during the reporting period and quarterly Federal Financial Reports using Standard Form 425 (SF-425). 2 C.F.R. §§ 200.328 - 200.329. The performance report is used to track your agency's progress toward implementing community policing strategies and to collect data to gauge the effectiveness of increasing your agency's community policing capacity through COPS Office funding. The Federal Financial Report is used to track the expenditures of the recipient's award funds on a cumulative basis throughout the life of the award.

20

Recipient Integrity and Performance Matters: For awards over \$500,000, the recipient agrees to comply with the following requirements of 2 C.F.R. Part 200, Appendix XII to Part 200 – Award Term and Condition for Recipient Integrity and Performance Matters:

A. Reporting of Matters Related to Recipient Integrity and Performance

1. General Reporting Requirement

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

2. Proceedings About Which You Must Report

Submit the information required about each proceeding that:

- a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
- b. Reached its final disposition during the most recent five-year period; and
- c. Is one of the following:

(1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;

(2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty,

reimbursement, restitution, or damages of \$5,000 or more;

(3) An administrative proceeding, as defined in paragraph 5. of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or

(4) Any other criminal, civil, or administrative proceeding if:

(i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;

(ii) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and

(iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

3. Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

4. Reporting Frequency

During any period of time when you are subject to the requirement in paragraph 1 of this award term and condition, you must report proceedings information through SAM for the most recent five year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

5. Definitions

For purposes of this award term and condition:

a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

c. Total value of currently active grants, cooperative agreements, and procurement contracts includes—

(1) Only the Federal share of the funding under any Federal award with a recipient cost share or match; and

(2) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

21

System for Award Management (SAM) and Universal Identifier Requirements: The recipient agrees to comply with the following requirements of 2 C.F.R. Part 25, Appendix A to Part 25 – Award Term:

I. System for Award Management and Universal Identifier Requirements

A. Requirement for System for Award Management

Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain current information in the SAM. This includes information on your immediate and highest level owner and subsidiaries, as well as on all of your predecessors that have been awarded a Federal contract or Federal financial assistance within the last three years, if applicable, until you submit the final financial report required under this Federal award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another Federal award term.

B. Requirement for Unique Entity Identifier

If you are authorized to make subawards under this Federal award, you:

1. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you until the entity has provided its Unique Entity Identifier to you.
2. May not make a subaward to an entity unless the entity has provided its Unique Entity Identifier to you. Subrecipients are not required to obtain an active SAM registration, but must obtain a Unique Entity Identifier.

C. Definitions

For purposes of this term:

1. System for Award Management (SAM) means the Federal repository into which a recipient must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM internet site (currently at <https://www.sam.gov>).
2. Unique Entity Identifier means the identifier assigned by SAM to uniquely identify business entities.
3. Entity includes non-Federal entities as defined at 2 CFR 200.1 and also includes all of the following, for purposes of this part:
 - a. A foreign organization;
 - b. A foreign public entity;
 - c. A domestic for-profit organization; and
 - d. A Federal agency.
4. Subaward has the meaning given in 2 CFR 200.1.
5. Subrecipient has the meaning given in 2 CFR 200.1.

22

Additional High-Risk Recipient Requirements: The recipient agrees to comply with any additional requirements that may be imposed during the award performance period if the awarding agency determines that the recipient is a high-risk recipient. 2 C.F.R. § 200.208.

23

Supplementing, not Supplanting: State, local, and tribal government recipients must use award funds to supplement, and not supplant, state, local, or Bureau of Indian Affairs (BIA) funds that are already committed or otherwise would have been committed for award purposes (hiring, training, purchases, and/or activities) during the award period. In other words, state, local, and tribal government recipients may not use COPS Office funds to supplant (replace) state, local, or BIA funds that would have been dedicated to the COPS Office-funded item(s) in the absence of the COPS Office award. 34 U.S.C. § 10384(a).

24

Background Investigations: Recipients agree to ensure that each officer(s) hired with CHP funding will be subject to a background investigation, notify the COPS Office upon completion of the background investigation for each officer hired under the CHP award, and cooperate with the COPS Office and provide updates on the status of background investigations upon request. 2 C.F.R. § 200.208

If the COPS Office determines that CHP funds are being used to pay the salary and fringe benefits of an officer who has not undergone a background investigation, the COPS Office may temporarily suspend grant funds in accordance with 2 C.F.R. §200.339 until the agency can demonstrate the background investigation has been completed.

25

Evaluations: The COPS Office may conduct monitoring or sponsor national evaluations of its award programs. The

recipient agrees to cooperate with the monitors and evaluators. 34 U.S.C. § 10385(b).

26

Modifications: Occasionally, a change in an agency's fiscal or law enforcement situation necessitates a change in its COPS Office CHP award. Award modifications under CHP are evaluated on a case-by-case basis in accordance with 2 C.F.R. § 200.308. For federal awards in excess of \$250,000, any modification request involving the reallocation of funding between budget categories that exceed or are expected to exceed 10 percent (10%) of the total approved budget requires prior written approval by the COPS Office. Regardless of the federal award amount or budget modification percentage, any reallocation of funding is limited to approved budget categories. In addition, any budget modification that changes the scope of the project requires prior written approval by the COPS Office. In addition, please be aware that the COPS Office will not approve any modification request that results in an increase of federal funds.

In addition, modification requests should be submitted to the COPS Office when an agency determines that it will need to shift officer positions awarded in one hiring category into a different hiring category and/or reduce the total number of positions awarded. For example, if an agency was awarded CHP funding for two new, additional sworn officer positions, but due to fiscal distress/constraints the agency needs to change the hiring category from the new hire category to the rehire category for officers laid off or scheduled for layoff on a specific future date post-application, the agency would have to request a modification. The COPS Office will only consider a modification request after an agency makes final, approved budget and/or personnel decisions. An agency may implement the modified award following written approval from the COPS Office. Please be aware that the COPS Office will not approve any modification request that results in an increase of federal funds.

During the CHP award period, it may become necessary for an agency to modify its CHP award due to changes in an agency's fiscal or law enforcement situation. Modification requests should be submitted to the COPS Office when an agency determines that it will need to shift officer positions awarded in one hiring category into a different hiring category, reduce the total number of positions awarded, shift funds among benefit categories, and/or reduce the entry-level salary and fringe benefit amounts. For example, an agency may have been awarded CHP funding for 10 new, additional full-time sworn officer positions, but due to severe fiscal distress/constraints, the agency determines it is unable to sustain all 10 positions and must reduce its request to five full-time positions; or an agency may have been awarded CHP funding for two new, additional sworn officer positions, but due to fiscal distress/constraints the agency needs to change the hiring category from the new hire category to the rehire category for officers laid off or scheduled for layoff on a specific future date post-application. Award modifications under CHP are evaluated on a case-by-case basis. The COPS Office will only consider a modification request after an agency makes final, approved budget and/or personnel decisions. An agency may implement the modified award following written approval from the COPS Office. Please be aware that the COPS Office will not approve any modification request that results in an increase of federal funds.

27

Retention: At the time of award application, your agency committed to retaining all sworn officer positions awarded under the CHP award with state and/or local funds for a minimum of 12 months following the conclusion of 36 months of federal funding for each position, over and above the number of locally-funded sworn officer positions that would have existed in the absence of the award. Your agency cannot satisfy the retention requirement by using CHP-funded positions to fill locally-funded vacancies resulting from attrition. 34 U.S.C. § 10382 (c)(8).

28

Local Match: COPS Hiring Program award recipients are required to contribute a local match of at least 25 percent towards the total cost of the approved award project, unless waived in writing by the COPS Office. The local match must be a cash match from funds not previously budgeted for law enforcement purposes and must be paid during the award period. The local match contribution must be made on an increasing basis during each year of the three-year award period, with the federal share decreasing accordingly. 34 U.S.C. § 10381(g).

29

School Resource Officer (SRO) Training Requirement: COPS Office-funded SRO(s) are required to complete an SRO 40-hour basic training course from a list of COPS Office approved provider(s). Training must be completed no later than nine months after the date shown on the award congratulatory letter or six months from the SRO hire date; whichever comes first. If a COPS Office-funded SRO leaves the recipient agency after completing the training, the recipient agrees to pay for the new SRO, who is assigned to backfill this position, to attend a 40 hour basic training

course. The new SRO must complete the training no later than nine months after being placed in the school. If the officer has completed 40-hour basic training within the last 12 months prior to the award date, the condition has been fulfilled. Any longer than 12 months will require the officers to retake the course. The agency must coordinate with the training provider if they want funds to cover registration and travel costs.

30

Extensions: Your agency may request an extension of the 60-month award performance period to receive additional time to implement your award program. Such extensions do not provide additional funding. Any request for an extension will be evaluated on a case-by-case basis. Only those recipients that can provide a reasonable justification for delays will be granted no-cost extensions. Reasonable justifications may include difficulties in filling COPS Office-funded positions, officer turnover, or other circumstances that interrupt the 36-month funding period. An extension allows your agency to compensate for such delays by providing additional time to complete the full 36 months of funding for each position awarded. Extension requests must be received prior to the end date of the award.

31

Contracts and/or MOUs with other Jurisdictions: Sworn law enforcement officer positions awarded must be used for law enforcement activities or services that benefit your agency and the population that it serves. The items funded under the CHP award cannot be utilized by other agencies unless the items benefit the population that your agency serves. Your agency may use items funded under the CHP award to assist other law enforcement agencies under a resource sharing, mutual aid, or other agreement to address multi-jurisdictional issues as described in the agreement.

32

Community Policing: Community policing activities to be initiated or enhanced by your agency and the officers funded by this award program were identified and described in your CHP award application. Your agency developed a community policing plan for the CHP award with specific reference to a crime or disorder problem and the following elements of community policing: (a) problem solving—your agency’s plan to assess and respond to the problem identified; (b) community partnerships and support, including related governmental and community initiatives that complement your agency’s proposed use of CHP funding; and (c) organizational transformation—how your agency will use the funds to reorient its mission to community policing or enhance its involvement in and commitment to community policing. Throughout the CHP award period, your agency is required to implement the community policing plan it set forth in the CHP award application.

The COPS Office defines community policing as a philosophy that promotes organizational strategies that support the systematic use of partnerships and problem-solving techniques to proactively address the immediate conditions that give rise to public safety issues such as crime, social disorder, and fear of crime. CHP awards through the specific officers funded (or an equal number of redeployed veteran officers) must be used to initiate or enhance community policing activities. All newly hired additional or rehired officers (or an equal number of redeployed veteran officers) funded under CHP must implement your agency’s approved community policing plan, which you described in your award application.

33

Career Law Enforcement Officer: Officer hiring funds may only be used to pay entry-level salaries and fringe benefits for full-time “career law enforcement officers” for 36 months. The COPS Office’s statute defines a “career law enforcement officer” as “a person hired on a permanent basis who is authorized by law or by a State or local public agency to engage in or supervise the prevention, detection, or investigation of violations of criminal laws.” 34 U.S.C. §10389(1). A recipient agency may use officer hiring funds to pay the salary and benefits of recruits while in academy training to become “career law enforcement officers” if it is the standard practice of the agency to do so with locally-funded recruits. The State of Alaska, and any Indian tribe or tribal organization in that State, may also use officer hiring funds for a “village public safety officer” defined as “an individual employed as a village public safety officer under the program established by the State pursuant to Alaska Statute 18.65.670.” Tribal Law and Order Act of 2010, Pub. L. 111-211, title II, § 247 (a)(2).

34

Memorandum of Understanding Requirement (for School Resource Officers only)

Recipients using award funding to hire and/or deploy School Resource Officers into schools understand and agree to the following:

- Your agency must submit a signed Memorandum of Understanding (MOU) between the law enforcement agency and

the school partner(s) to the COPS Office before obligating or drawing down funds under this award. The MOU must be submitted to the COPS Office within 90 days of the date shown on the award letter.

• Your agency's MOU must contain the following information?

o The purpose of the MOU

o Clearly defined roles and responsibilities of the school district and the law enforcement agency, focusing officers' roles on safety

o Information sharing

o Supervision responsibility and chain of command for the SRO

o Signatures

Note: Please refer to the MOU Fact Sheet for a detailed explanation of the requirements under each of the bullets. Your agency's implementation of the CHP award without submission and acceptance of the required MOU may result in expenditures not being reimbursed by the COPS Office and/or award de-obligation.

35

Allowable Costs Condition: The funding under this project is for the payment of three years (36 months) of approved full-time entry-level salaries and fringe benefits during the five-year (60 months) period of performance. The maximum federal share is \$125,000 per officer position (unless a local match waiver is approved) for career law enforcement officer positions hired and/or rehired on or after the official award start date. Any salary and fringe benefit costs higher than entry-level that your agency pays a CHP-funded officer must be paid with local funds. Your agency is required to use CHP award funds for the specific hiring categories awarded. Funding under this program may be used for the following categories:

- Hiring new officers, which includes filling existing officer vacancies that are no longer funded in your agency's budget;
- Rehiring officers laid off by any jurisdiction as a result of state, local, or Bureau of Indian Affairs (BIA) budget reductions; and/or
- Rehiring officers who were, at the time of award application, scheduled to be laid off (by your jurisdiction) on a specific future date as a result of state, local, or BIA budget reductions.

If your agency's local fiscal conditions have changed and your agency needs to change one or more of the funded hiring categories, your agency should request an award modification and receive prior approval before spending CHP funding under the new category. The approved budget in the award package specifies the amount of CHP funds awarded to your agency. Please note that the salary and fringe benefit costs requested in your CHP application may have been adjusted or removed. Your agency may only be reimbursed for the approved cost categories up to the amounts specified in the approved budget. Only actual allowable costs incurred during the award period will be eligible for reimbursement and drawdown. If your agency experiences any cost savings over the course of the award (for example, your award application overestimated the total entry-level officer salary and fringe benefits package), your agency may not use that excess funding to continue salary payments to the officers beyond 36 months. Any funds remaining after your agency has drawn down for the costs of approved salaries and fringe benefits incurred for each awarded position during the 36-month funding period will be deobligated during the closeout process and should not be spent by your agency.

36

Advancing Department of Justice Priority Problem Focus Areas: This condition applies to agencies that selected one of the following priority crime problem/focus areas to address in their COPS Hiring Program (CHP) application:

- Building Legitimacy and Trust
- Violent Crime/Gun Violence
- Combatting Hate and Domestic Extremism
- Police-based Response to Persons in Crisis

Your agency understands and agrees to the following: Your agency will implement the one specific community policing plan identified in your CHP award application?

Your agency will address its specific priority crime problem throughout the entire CHP award period?

Your agency will implement any organizational changes identified in its CHP award application;

Your agency will cooperate with any award monitoring by the COPS Office to ensure that it is initiating or enhancing its community policing efforts to address its priority crime problem, which may include your agency having to respond to additional or modified reporting requirements.

[]

I have read and understand the information presented in this section of the Federal Award Instrument.

Award Acceptance

Declaration and Certification to the U.S. Department of Justice as to Acceptance

By checking the declaration and certification box below, I--

- A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.
- B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.
- C. Accept this award on behalf of the applicant.
- D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Agency Approval

Title of Approving Official	Name of Approving Official	Signed Date And Time
COPS Director	HUGH CLEMENTS	9/22/23 4:40 PM

Authorized Representative

Declaration and Certification (Law Enforcement Executive/Program Official)

Declaration and Certification (Government Executive/Financial Official)

Return to Agenda

AGENDA ITEM SUMMARY

DATE: December 11, 2023 **DEPARTMENT:** Library **DEPT. HEAD SIGNATURE:** Lyn Drewien

SUBJECT

Grant Agreement STRA 24-04 – Idaho Commission for Libraries Summer Strategies Grant for \$10,000.

Motion to approve Resolution 2023-____, authorizing the Library to accept funding for the Summer Learning Strategies grant.

AUTHORITY: ID Code IAR _____ City Ordinance/Code _____

BACKGROUND:

The Summer Learning Strategies grant provides Idaho libraries with grant funding to plan for and expand their summer learning and enrichment programming. This funding opportunity addresses learning loss among students related to the impact of reduced instructional time due to COVID-19. Selected libraries will participate in professional development, create a written plan for summer reading, build or expand a community partnership, and implement evidence-based summer learning and enrichment programs for youth in their communities.

The grant requires summer programming to occur during the summer months of June, July, and August 2024. The library will hire a grant coordinator to facilitate grant projects and purchase supplies.

The grant term begins November 30, 2023, and the library must complete all grant projects no later than August 30, 2024, when the final grant report is due.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

Budget Line Item # 100-45-32216 Library Grants YTD Line Item Balance \$ _____

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS:

____ City Attorney X Clerk / Finance Director ____ Engineer X Mayor
____ P & Z Commission ____ Parks & Lands Board ____ Public Works X Administrator

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to approve Resolution 2023-____, authorizing agreement for the Library to accept funding for the Summer Learning Strategies Grant in the amount of \$10,000.

FOLLOW UP NOTES:

Official Grant Award Notification

Idaho Commission for Libraries

Your grant application has been reviewed and approved by the Idaho Commission for Libraries (ICfL). This award notification along with your attached application serves as the grant agreement/contract between the ICfL and the library named herein for this grant program.

Grant Award Number: STRA 24-04

Award Recipient: Hailey Public Library

Award Amount: \$ 10,000

Grant Program: Summer Strategies Grant

Grant Period: November 30, 2023 - August 30, 2024

Grant Status: Approved for Funding

ICfL Authorizing Official Signature:



Digitally signed by
Stephanie Bailey-White
Date: 2023.11.21 13:41:43
-07'00'

Stephanie Bailey-White, State Librarian

Summer Learning Strategies Grant Agreement/Application FY24

I. Program Overview

The Summer Learning Strategies Grant provides libraries throughout Idaho awards up to \$20,000 to plan for and expand their summer learning and enrichment programming. This funding opportunity aims to address learning loss among students related to the impact of reduced instructional time due to COVID-19. Selected libraries will participate in professional development, create a written plan for summer programming, build or expand a community partnership, and implement evidence-based summer learning and enrichment programs for youth in their communities.

To fulfill the professional development component of the Summer Learning Strategies Grant, participants will attend a virtual training on building equity-based summer programming and participate in a related community of practice with library staff from around the county. Participants will also be provided reading material and web content to explore summer learning best practices.

Grantees will conduct strategic planning for summer learning and enrichment programming. This is an opportunity for libraries to use grant funding to assess the needs of their communities and write a plan that incorporates community needs, the organization's mission and values, and evidence-based best practices.

For the summer programming component of the grant, selected libraries should plan to increase or improve summer learning and enrichment activities in ways that address the needs of their local communities. Libraries could use the following strategies to implement the summer programming portion of the grant:

- Increase the number, type, frequency, or format of summer learning or enrichment programs.
- Expand or develop new programming to reach youth in communities with little to no access.
- Offer programming at times that may be more accessible to youth who have limited access during regular business hours.
- Provide additional staff time, or hire additional staff, to plan and conduct summer learning or enrichment programs.
- Conduct programs offsite to increase access to youth with limited available transportation.
- Reduce barriers by identifying ways to increase access for youth disproportionately affected by the Covid-19 pandemic, including those from underserved racial and ethnic groups, children from low-income families, children with disabilities, English learners, migrant youth, children experiencing homelessness, and youth in foster care.
- Increase programming quality through staff professional development, creating new curriculum, or building partnerships with community-based organizations, schools, or local governmental agencies.
- Bring in guest speakers, host demonstrations, or conduct teamwork exercises.
- Add new enrichment opportunities, such as college, trade school, and career exploration.
- Address the social and emotional needs of youth during summer programming.
- Provide transportation to and from summer learning or enrichment programs.

Selected libraries should focus on providing summer learning and enrichment programs on a variety of

topics to address learning loss resulting from reduced instructional time due to the Covid-19 pandemic. Examples of summer programming topics include, but are not limited to:

- STEM
- Literacy and Reading
- The Arts
- History and Social Studies
- Geography
- Physical Education
- College, Trade School, and Technical Education
- Career Exploration
- Strategies for Successful Learning and Studying
- Social and Emotional Well-Being

This program is administered by the Idaho Commission for Libraries and is made possible in part by the Idaho Board of Education and the U.S. Department of Education, with funding authorized by the American Rescue Plan Elementary and Secondary School Emergency Relief (ARP ESSER) Fund under the American Rescue Plan (ARP) Act of 2021, Public Law 117-2, enacted on March 11, 2021. The ARP ESSER Fund aims to respond to students' academic, social, and emotional needs and also address the disproportionate impact of COVID-19 on underrepresented student subgroups, including those from different racial and ethnic groups, children from low-income families, children with disabilities, English learners, migrant students, students experiencing homelessness, and youth in foster care.

II. Program Goals

- A. Strengthen the role of libraries as community organizations addressing learning loss by implementing high quality evidence-based summer learning programs.
- B. Build the institutional capacity of libraries by funding staff participation in training and professional development opportunities focused on summer learning best practices.
- C. Build the institutional capacity of libraries by conducting strategic planning for summer learning programming that aligns with the library's mission, values, and strategic plan.
- D. Strengthen the role of libraries as community connectors by building or strengthening at least one partnership with a local organization to improve summer learning.

III. Eligibility

This grant is open to public and special libraries (including tribal) in Idaho. One application/award per library legal entity. Multi-branch systems must submit a single application. In order to be eligible, the library must be able to provide programming to youth in grades K-12. Libraries that received the Summer Strategies Grant previously are eligible to apply again for \$10,000. For definitions of library types, please see ICfL's grant eligibility requirements at <https://libraries.idaho.gov/grants-funding/grant-eligibility/>.

To apply for this grant, the organization must obtain a non-proprietary Unique Entity Identifier (UEI) number from the federal System of Award Management (SAM). The UEI is a requirement for grantees receiving federal funds administered by the ICfL and replaces the requirement for a DUNS number. Obtaining a UEI is free, but can take upwards of a week to several months if your entity is not already in the SAM system. Please see the SAM website for more information: <https://sam.gov/content/home>.

IV. Selection Process and Agreement Instrument

Applications deemed eligible and complete will be ranked by an ICfL grant review committee using a scoring rubric based upon the application narrative questions. Each narrative question identifies the number of associated points for that question. Grant reviewers may also take into account the overall project budget and the geographic distribution of applicants when ranking.

Official award notifications will be signed by the ICfL authorizing official, the State Librarian, or alternate assigned official. The completed application signed by the applicant, along with the official award notification signed by the ICfL authorizing official, will serve as the agreement/contract for this grant.

V. Key Dates

Submit Applications: September 20 - November 8, 2023

Informational Webinar: August 2023

Grant Period: November 30, 2023 - August 30, 2024

Attend a series of virtual discussion sessions: December 2023 - January 2024

Participate in training-related community of practice beginning: April 2023

Participate in one regional or online workshop: October/November 2023 and February/March 2024

Prepare and write strategic summer learning plans: December 2023 - May 2024

Interim Report Due: April 15, 2024

Conduct Summer Programs: June, July, and August 2024

Final Report Due: August 30, 2024

VI. Program Requirements

A. **Award Summary.** Libraries may apply for awards of \$20,000. Funds may be used for summer learning strategic planning, staff professional development, establishing and building a partnership, and providing summer learning and enrichment programs for youth.

B. **Required Activities.** The library agrees to:

1. Participate in professional development by attending a series of virtual discussions on building equity-based summer programs in November and December 2023 and January 2024. Participate in a related community of practice with library staff from around the county beginning in February 2024.

2. Engage in self-paced study focused on summer learning best practices and research. Read the book *Summer Reading, Closing the Rich/Poor Achievement Gap*, 2nd Edition, provided by the ICfL. Plan time to explore the National Summer Learning Association website: <https://www.summerlearning.org/research-and-policy/>.

3. Participate in one regional or virtual planning workshop hosted by the ICfL in the fall of 2023, or winter/spring of 2024.

4. Develop a written plan for summer learning that incorporates best practices; aligns with the organization's strategic plan, mission, and values; and meets the needs of the local community.
5. Prepare and implement high-quality summer learning programs at your library or through outreach events during summer 2024. Use the knowledge and tools gained from conference attendance, strategic planning, and workshop participation to design the programs.
6. Make reasonable efforts to create programming and content that is accessible to underrepresented student groups disproportionality affected by the Covid-19 pandemic, including those from underserved racial and ethnic groups, children from low-income families, children with disabilities, English learners, migrant students, children experiencing homelessness, and youth in foster care.
7. Implement public health protocols during programming to maintain the health and safety of program participants and staff.

C. Allowable Expenditures. A grantee may only use program funds for allowable costs, as defined in the federal grant funds Uniform Guidance (2 C.F.R. Part 200), which includes the requirement that costs be reasonable and necessary for the accomplishment of program objectives. The following is an abbreviated list of allowable grant expenses. It is not intended to be exhaustive or exclusive. Applicants should contact the ICfL if they are unsure if their proposed idea/expenditure is allowable.

1. Compensation including salaries and wages for staff involved in strategic planning, preparing for, and providing summer learning and enrichment programs. This is intended to support the library with additional salary funds necessary to expand services or complete project objectives, and not replace existing salaries.
2. Materials and supplies for summer learning and enrichment programs including technology and assistive technology devices.
3. Materials and supplies such as Personal Protective Equipment (PPE), cleaning and sanitizing supplies necessary for safely conducting summer learning activities.
4. Equipment used for summer learning. Equipment includes property (and information technology systems) having a useful life of more than one year and a per-unit acquisition cost of \$5,000 or more. Equipment must be pre-approved in writing by the ICfL.
5. Training and education costs for staff, including related travel expenses. Costs must be directly related to the purpose and successful fulfillment of this grant.
6. Professional and consultant services such as those for translation, tutoring, guest speakers, or community partner programming.
7. Services to increase summer learning or make learning opportunities more accessible such as those used for technological connectivity and subscriptions. Grant funds may only be used to pay for services provided during the official grant period.
8. Advertising or publicity specifically related to the grant for (1) program outreach specific to the grant such as publishing dates and times of activities, (2) recruitment of personnel to carry out the grant; (3) procurement of goods or services to implement the grant.

D. **Non-Allowable Expenditures.** The following is an abbreviated list of **non-allowable** grant expenses. It is not intended to be exhaustive or exclusive. Applicants should contact the ICfL if they are unsure if a cost is allowable. The following items are **not** allowable grant expenses:

1. Food and beverages. However, if a partner organization provides food, or the purchase of food is funded through another source, the grantee can use staff time paid for with grant funds to prepare or distribute the food to participants. Food is allowable if used primarily as a supply in a learning activity.
2. Capital expenditures related to the purchase of real property, buildings, or motor vehicles.
3. Construction expenditures related to the improvement or expansion of buildings and facilities.
4. Advertising or publicity not related directly to the programs carried out through the grant.
5. Costs of promotional items and memorabilia, including models, gifts, and souvenirs.

E. **Reporting Requirements.** The library agrees to:

1. Document grant expenditures through receipts, payroll reports, accounting system reports, and/or invoices. Spending documentation must be submitted with the final report. Any grant funds not accounted for through documented spending must be returned to the ICfL.
2. Collect program data required by the ICfL or our funding partners, the Idaho State Board of Education and the U.S. Department of Education.
3. Facilitate surveys and/or site visits by the Idaho Out of School Network (ION) or their subcontractor for program evaluation purposes.
4. Submit interim report by April 15, 2024.
5. Submit final report by August 30, 2024.

F. **Records Retention.** The grantee must retain grant records for a period of three years following the end of the award period. Records include the grant application/agreement, award letter, correspondence, reports, financial records, and receipts.

G. **Acknowledgement.** This grant is administered by the Idaho Commission for Libraries and was made possible in part by the Idaho State Board of Education and the U.S. Department of Education. Please acknowledge these funding sources in signage, brochures, websites, press releases, and public events funded by this grant.

H. **Funding Availability.** The ICfL plans to disburse funds to awarded libraries at the beginning of the grant period. Disbursement of awards is conditional upon ICfL's receipt of ARP ESSER funds from the Idaho State Board of Education and the U.S. Department of Education. If ARP ESSER funds become unavailable to the ICfL for any reason, the ICfL reserves the right to delay or withhold funding from awarded libraries, or cancel this grant program altogether. The ICfL will notify awarded libraries in writing if funding becomes unavailable.

VII. Application Instructions

The online application must be completed in one sitting and cannot be saved for completion at a later time. We suggest drafting responses in a separate document prior to completing the online form. The application must be signed and submitted with an electronic signature on or before October 25, 2023 at 11:59 p.m. MT. This application will serve as your official grant agreement if you are notified in

writing that you have been approved for funding. The ICfL will notify all applicants whether or not they were selected for funding.

If you have questions about the application process, please contact either of the following staff members at the Idaho Commission for Libraries:

- Jennifer Redford, Youth Services Consultant, Jennifer.redford@libraries.idaho.gov or (208) 639-4147
- Talela Florko, Grants/Contracts Officer, at talela.florko@libraries.idaho.gov or (208) 639-4164

VIII. Applicant Information

Library Name: Hailey Public Library

School District Name (if applicable):

Mailing Address: 7 West Croy St
Hailey, Idaho, 83333

UEI Number from SAM - 12 Characters: VQGYGULKZM44

Contact information for matters regarding this application:

Preparer's Name: Lee Dabney

Preparer's Title: Associate Director & Youth Librarian

Preparer's Phone Number: (208) 788-2036

Preparer's Email Address. An auto-copy of this application will be sent to this email address upon submission.: lee.dabney@haileypubliclibrary.org

Authorizing Official Name, if different: Lyn Drewien

Authorizing Official Email Address, if different: lyn.drewien@haileypubliclibrary.org

IX. Application Questions

A. Descriptive Title of Your Proposed Project:

Summer STREAM (Science, Technology, Reading, Engineering, Arts, Math)

B. Describe the need for increased summer learning opportunities for youth within your community. Please include the needs of one or more of the student groups listed in the authorizing legislation for this funding source including youth from underserved racial and ethnic groups, children from low-income families, children with disabilities, English learners, migrant students, children experiencing homelessness, and youth in foster care. (20 points, minimum 300 words)

Summer can be a stressful time for families. With children out of school, parents try to balance childcare and work. As a parent, you worry if your child is safe, happy, eating well, active, interested, engaged, bored, socialized, or falling behind while you are at work and they are under another's care. There are many ways to feel like you are not doing enough to help your child thrive.

Now imagine doing all this while being food and/or housing insecure. You do not understand English or Spanish very well. Quechua may be your first language, which makes navigating your new home even more difficult. Our community has been confronted with this situation since a surge of Peruvian immigrants started arriving in our valley over the past year. It is estimated that between 400-500 families have relocated to our valley during the last 15 months after political unrest in their indigenous homes became untenable. (Guckes, Andrew. "Immigration surge leads to 'dangerous' conditions, decisive action." Idaho Mountain Express, 21 October 2022)

We have seen many children and their families from this demographic in our library. We have a Language Two-Way Translator Device that helps (a bit) and have identified some locals who can help with translation, but it is still challenging to navigate and offer as much assistance as we would like. The newly arrived children are making amazing progress with their English language learning, but for many it is still rudimentary. We strive to serve all our patrons, but this group in particular requires and needs extra care and assistance.

In addition to these children, there are the many other kids who rely on the library as a place to be once school is out for the summer. And while learning a new language and culture may not be an obstacle for them, finding a safe and engaging place to fill the long summer days may be. Camps and programs for kids in our valley fill quickly and are expensive and out of reach for many families. Many kids come in and spend a good deal of time on our computers gaming. As a library, we make a point to know our frequent young patrons' names, greet them when they enter the library, and talk to them. We tell them about programs we have going on and encourage or sometimes bribe them (I have been known to offer M&M's as incentives) to participate. We find and read books, play games, have art supplies available, and offer snacks (we partner with our local food bank and our library Friends' group to help provide healthy choices). And while we work hard to engage them, there are always more children that need services and more that we can do to help. Being a recipient of the 2023 ESSER grant helped us realize what is possible with additional support and resources.

C. Briefly describe your preliminary ideas for increasing summer learning and enrichment programs through your organization. Please include a brief description of your current or typical summer learning programs, and how these grant funds will be used to build upon or expand your existing offerings. (30 points, minimum 300 words)

Prior to the summer of 2023, Hailey Public Library focused primarily on the Summer Reading Program to engage young patrons and prevent summer slide in our community. This program is both beloved and popular (just under 350 participants this summer). During the late spring and summer months, it demands much of our time and energy as librarians (we have two part-time youth service librarians, Lee Dabney and Elise Deklotz, who share the job and are rarely in the space at the same time). As one of the recipients of a 2023 ESSER Summer Strategies grant, this narrow view of summer programming broadened significantly. We could now do more for kids in our community. Ideas we had long dreamed about but dismissed due to lack of time and resources were back on the table. We decided to use our ESSER funds primarily to pay for two additional part-time staff, one of whom is bilingual in Spanish, to plan and implement our Summer STREAM program. The remainder of the funds would be used to provide supplies to facilitate these programs.

Once our two summer strategies coordinators were hired, the four of us sat down together and

mapped out the upcoming summer. It was decided that Tuesdays would be an outreach day in our community. Wednesdays were devoted to tweens/teens. And finally, Thursdays would be for elementary-aged kids. Themes and lessons for these Tuesday through Thursday programs were abundant. We generated enough program options in this planning phase for multiple summer curriculums. Begrudgingly, we started whittling down our amazing, but too-long, list of possible activities to fit the slots available for our ten-week Summer STREAM Program.

Next, we strategized how to make it happen. Because of our new hires, HPL had two highly motivated and competent people able to focus their energy and expertise (both former teachers) exclusively on creating excellent summer enrichment for children, the infrastructure to make it happen, and a well-documented outline of how to recreate it for subsequent learning opportunities. It was amazing.

After our Summer STREAM program, it was gratifying to know that we offered high-quality, well-received, engaging, dynamic education for hundreds of kids in our community. We hope to continue to do this type of programming next summer, introducing new concepts and hands-on learning for our young scholars. If we can secure funding with continued support of the ESSER grant, success is all but guaranteed.

D. Describe the community-based organization, school, or governmental agency you plan to partner with. Is there already a partnership in place or will you be building a new partnership? How will this partnership contribute to increased summer learning and enrichment opportunities for youth in your community? (10 Points, minimum 300 words)

Our Summer STREAM-Tuesday program focused on outreach beyond our library walls. To do this, we partnered with our local food pantry (The Hunger Coalition) that delivers lunches to kids in neighborhoods in our community, which are identified as low-income. The Bloom truck shows up with a healthy lunch in nearby parks, and we arrive with an activity and books in hand. This partnership benefited all involved, and we plan to continue it next year.

On teen/tween Wednesdays, we conducted two-hour programs encouraging our young patrons to overcome challenges and/or obstacles. Many of these days incorporated a food theme (since this is an excellent motivator for rapidly growing kids), for example, what is yeast, how does it work, and why is it important? We collaborated with a local bakery to help answer these questions. The result was 12 teens seeing and learning about yeast in action and fresh baked loaves to gobble down.

Thursdays were devoted to elementary-age kids. Each week, a different children's book in English and Spanish was read and paired with an appropriate and corresponding STEAM activity. For example, one week Iggy Peck, Architect/Pedro Perfecto, Arquitecto by Andrea Beaty was the inspiration for children to build parts of a community from recycled paper towel tubes, bubble wrap, egg cartons, and boxes. Participants created an animal hospital, an ice cream shop, a ranch, and a library(!). The builders then brought their separate creations together to create a city. Discussing where the different buildings should be located was a lesson in city planning, cooperation, and critical thinking. It was especially gratifying when some kids came back later (we had it displayed for the week) to show their friends and family the city they had helped create and explain their contribution to it. This program was at our library in the morning and then rerun at Bellevue Public Library, the town just to the south of us, which has fewer resources but lots of families, in the afternoon.

We want to enlarge our circle to encompass more and deeper collaboration with organizations we already have relationships with and others we haven't established yet. For example, in anticipation of the 2023 summer and the opportunities that the ESSER grant presented, we contacted our local recreation district (Blaine County Recreation District). BCRD runs a daily summer camp that serves hundreds of kids throughout the summer. After a promising initial meeting with their Youth Coordinator, we could not establish a working relationship this past summer. Still, through continued

communication, we all expressed hope for another chance to work together during the summer of 2024.

Partnerships and stewardships guide Youth Services at Hailey Public Library. We know that we do better together.

E. Describe the capacity of your organization to engage in a strategic planning process for summer learning and enrichment programming. Provide the name and title of the staff member(s) who will attend the regional or online workshops and coordinate the planning and writing efforts. Please indicate if your organization already has a written mission statement, set of values, and strategic plan. (20 Points, minimum 300 words)

As mentioned in application question C, the job of overseeing Hailey Public Library's youth services department has been shared for the past few years by two part-time employees, Lee Dabney and Elise Deklotz. If Lee or Elise are unavailable to cover the children's area, our director Lyn Drewien has prioritized that another staff member cover the department in their absence. Thanks to the advocacy of Lee, Elise, and Lyn, our library staff recognizes the importance of the children's area and the unique needs, additional skill sets, and oversight needed to help our youngest patrons. With this in mind, Lyn and our Board of Directors made it possible to hire an additional part-time children's librarian this autumn. Amber Rodgers, one of our outstanding Summer Learning Strategies hires made possible by our 2023 ESSER grant, has joined our staff permanently, working fourteen hours a week. Amber not only provides more floor coverage in the kid's area, but she also leads several after-school activities. We hope that as the summer of 2024 approaches, Amber's hours can increase so she can once again help spearhead the Summer STREAM program and that, in addition, we can rehire her partner from last summer, Amanda Riccardi. As a team, Lee, Elise, Amber, and Amanda were cohesive and effective in planning, writing, and executing Hailey Public Library's 2023 Summer STREAM learning and enrichment programming. All of this was made possible because we were one of the lucky recipients of last year's ESSER grants. As the leads of our summer enrichment programs, Amber and Amanda would attend all workshops, with Lee and Elise attending some as well.

Lee Dabney, Associate Director Hailey Public Library, Youth Services Manager

Elise Deklotz, Youth Service's Librarian

Amber Rodgers, Youth Service's Librarian, Summer Learning Strategies Co-coordinator

Hailey Public Library has a strategic plan along with a mission and values statement, which we updated in 2023. They are all published on our library website.

F. Identify a team from your library to attend the virtual Building Equity Based Summers training and participate in the related community of practice. The team should include at least one person who has decision-making authority over summer program funding and at least one person who is developing, implementing, or facilitating summer programs. Provide the names and titles of the staff members. (10 Points)

Lee Dabney, Associate Director Hailey Public Library, Youth Services Manager

Elise Deklotz, Youth Service's Librarian

Amber Rodgers, Youth Service's Librarian, Summer Learning Strategies Co-coordinator

Amanda Riccardi, Summer Learning Strategies Co-coordinator

G. Would you like to request additional non-monetary support or resources from the ICfL during the planning process? Please indicate the tools or resources that would help you to be successful in carrying out this grant. This response is optional.

We have appreciated the ongoing support and opportunities provided by ICfL, and will continue to

utilize the great resources you make available to us. Thank you!

H. Requested Funding Amount: \$ 10,000 - Returning Grantee

I. Proposed Budget Table:

	Estimated Cost	Brief Description
Salaries/Wages/Benefits	7500	Temporary staff hired to oversee the summer programming- a grant coordinator and at least 1 one intern
Consultant Fees		
Supplies/Materials (items with a per unit cost under \$5,000)	2500	supplies for summer programming
Equipment (items with a per unit cost over \$5,000)		
Services		
Travel		
Indirect Costs (not to exceed 10% of total)		

Total from Budget Table 10000.00
(automatically calculated). This amount must equal your requested funding amount exactly. If it differs, adjust the costs in the budget table until they match.

Any unspent funds must be returned to the ICfL at the end of the grant period. Variances in budget categories of 10% or more from the submitted/approved grant budget require approval from the ICfL.

J. Partial or Reduced Funding. Would your organization be willing to accept partial or reduced funding?

Yes

K. If the ICfL is only able to fund part of your request, what is the minimum amount your organization needs to carry out the professional development, strategic planning, and a portion of the summer programming? Leave blank if you do not wish to accept partial or reduced funding.

\$ 5,000

L. Partial or Reduced Funding Proposed Budget Table. Leave blank if you do not wish to accept partial or reduced funding.

	Partial Funding Estimated Cost	Partial Funding Brief Description
Salaries/Wages/Benefits	3500	staffing - coordinator and intern
Consultant Fees		
Supplies/Materials (items with a per unit cost under \$5,000)	1500	program supplies
Equipment (items with a per unit cost over \$5,000)		
Services		
Travel		
Indirect Costs (not to exceed 10% of total)		

Total from Partial or Reduced Proposed Budget Table (automatically calculated). This amount must equal your partial or reduced requested funding amount exactly. If it differs, adjust the costs in the budget table until they match. 5000.00

M. Has your library received this grant previously?

Yes

X. Federal Certifications and Assurances

This program is brought to you by the Idaho Commission for Libraries (ICfL) and was made possible by the Idaho State Board of Education and the U.S. Department of Education. Applicants receiving federal grant funds administered by the ICfL must agree to comply with the following federal assurances and certifications.

Nondiscrimination

The applicant certifies that it will comply with the following nondiscrimination statues and their implementing regulations:

- A. Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. § 2000d et seq.), which prohibits discrimination on the basis of race, color, or national origin (note: as clarified by Executive Order No. 13166, the applicant must take reasonable steps to ensure that limited English proficient (LEP) persons have meaningful access to the applicant’s programs (see IMLS guidance at 68 Federal Register 17679, April 10, 2003);
- B. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 701 et seq. including §794), which prohibits discrimination on the basis of disability (note: IMLS applies the regulations in 45 C.F.R. part 1170 in determining compliance with section 504 as it applies to recipients of Federal assistance);
- C. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 16811683, 1685–1686), which prohibits discrimination on the basis of sex in education programs;
- D. The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.), which prohibits

- discrimination on the basis of age; and
E. The requirements of any other nondiscrimination statute(s) which may apply.

Debarment and Suspension

The applicant shall comply with 2 C.F.R. part 3185 and 2 C.F.R. part 180, as applicable. The authorized representative, on behalf of the applicant, certifies to the best of his or her knowledge and belief that neither the applicant nor any of its principals:

- A. Are presently excluded or disqualified;
- B. Have been convicted within the preceding three years of any of the offenses listed in 2 C.F.R. §180.800(a) or had a civil judgment rendered against it or them for one of those offenses within that time period;
- C. Are presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in 2 C.F.R. §180.800(a); or
- D. Have had one or more public transactions (Federal, State, or local) terminated within the preceding three years for cause or default.

Where the applicant is unable to certify to any of the statements in this certification, the authorized representative shall attach an explanation.

The applicant is required to comply with 2 C.F.R. part 180 subpart C (Responsibilities of Participants Regarding Transactions Doing Business with Other Persons) as a condition of participation in the award. The applicant is also required to communicate the requirement to comply with 2 C.F.R. part 180 subpart C (Responsibilities of Participants Regarding Transactions Doing Business with Other Persons) to persons at the next lower tier with whom the applicant enters into covered transactions.

Prohibition Against Lobbying, Publicity, and Propaganda

In accordance with Federal appropriations law, no funds provided through this grant or contract may be used for publicity or propaganda purposes for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government. No federal grant funds may be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body.

Certification Regarding Lobbying Activities

For applicants entering into a grant or cooperative agreement in excess of \$100,000 (as required by 31 U.S.C. § 1352), the applicant certifies to the best of his or her knowledge and belief that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the authorized representative, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person (other than a regularly employed officer or employee of the applicant, as provided in 31 U.S.C. § 1352) for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the authorized representative shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

C. The authorized representative shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when the transaction is made or entered into. Submission of this certification is a prerequisite for making or entering into the transaction imposed by 31 U.S.C. § 1352.

Trafficking in Persons

The applicant must comply with Federal law pertaining to trafficking in persons. Under 22 U.S.C. §7104(g), any grant, contract, or cooperative agreement entered into by a Federal agency under which funds are to be provided to a private entity shall include a condition that authorizes the Federal agency (IMLS) to terminate the grant, contract, or cooperative agreement, or take other authorized actions, if the grantee or any subgrantee, or the contractor or any subcontractor, engages in, or uses labor recruiters, brokers, or other agents who engage in trafficking in persons, the procurement of a commercial sex act, the use of forced labor, or acts that directly support or advance trafficking in persons.

Internet Safety

The applicant shall comply with Idaho Code 33-2741, if applicable. If Federal funds are used to purchase computers used to access the internet or to pay for direct costs associate with accessing the internet, the authorized representative provides assurances that the applicant is in compliance with 20 U.S.C. § 9134(f), which sets out standards relating to internet safety for libraries that do not receive services at discount rates under § 254(h)(6) of 47 U.S.C.

As the authorized representative, I hereby certify to the best of my knowledge and belief, that the applicant is in compliance with the above federal assurances and certifications.

I agree

XI. Signature and Submission

Please review the following statements before signing and submitting this application.

- A. If awarded, the library agrees to meet the grant requirements outlined in this application/agreement.
- B. If awarded, the applicant's legal entity agrees to expend all funds received for the purposes outlined in this application/agreement and understands that any grant funds that are not expended at the end of the grant period must be returned to the ICfL.
- C. I certify that the statements herein are true, complete, and accurate to the best of my knowledge.
- D. I certify that I have the authority to submit this application on behalf of my organization.

By signing this application, you are certifying that the statements herein are true, complete, and accurate to the best of your knowledge. After signing, click the "Submit" button. A copy of this application will be automatically emailed to you and the library authorizing official.

Lee Dabney

Tuesday, October 24, 2023

If you have any questions about this program or your application please contact Jennifer Redford, Youth Services Consultant, Jennifer.redford@libraries.idaho.gov, (208) 639-4147 or Grants/Contracts Officer Talela Florko at talela.florko@libraries.gov, (208) 639-4164. Applicants will be notified of their grant status by November 24, 2023.

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 12/11/23

DEPARTMENT: PW – Waste Water

DEPT. HEAD SIGNATURE: BY

SUBJECT: Motion to adopt Resolution 2023- ____, authorizing the Mayor’s signature and purchase of a Camera Van pursuant to Idaho Code 67-2807 for Cooperative Purchasing by use of the cooperative purchasing product, in the amount of \$280,193.06. **ACTION ITEM**

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:


The approved FY 2024 Capital Improvement Plan identified the purchase of a new Waste Water Division Camera Truck using the Replacement Fund. The relevant portion of the Plan is highlighted below:

FY 24 CAPITAL PROJECTS LIST - Waste Water REPLACEMENT Fund							
2301-75-41549	Waste Water Replacement	Project Description	Estimated Cost	Current Appropriation	Committed FUTURE APPROPRIATION	Unfunded	Current Revenue & Funding
							\$379,500
		System Pump Replacements	75,000	75,000	0	0	
		PLC/Control Upgrade: Jettech/ICI	65,000	65,000	0	0	
		Cedar Lift Station Diversion Upgrade and Main Line	112,500	112,500	0	0	
		MBR Modification/Replacement of SBR	4,368,738	40,000	0	4,328,738	
		Rolling Stock: Camera Truck	300,000	300,000	0	0	
		Rolling Stock: Hydro/Vac Truck	750,000	0	0	750,000	
		Electra Backup Lift Pump & Screenate Pump for Biosolids	50,000	50,000			
		Totals:		\$642,500.00	\$0.00	\$ 5,078,738	\$ 1,918,306
				\$	642,500		
		Revenue - Appropriations:				\$1,275,806	

The proposed camera truck will replace the existing truck that is obsolete in equipment and requires maintenance. The Waste Water Division Manager with support from the Public Works Director has spent time researching this equipment. Research included an electric vehicle option but determined not to be the best choice in terms of longevity. Staff has identified the following packages and requests authorization to purchase the third option from the following list:

1. SWS Equipment - \$ 249,709.38
2. Cues - \$ 283,720.00
3. Sourcewell - \$ 280,193.06 (preferred option)

This purchase is subject to the rules for public procurement as identified below:

Public Works Construction Bidding			Public Procurement of Goods and Services Bidding		
\$0 to \$50,000	No bidding requirements	IC 67-2803 (2)	\$0 to \$75,000	No bidding requirements	IC 67-2803 (2)
\$50,000 to \$200,000	Semi-formal bidding: Issue written requests for bids describing goods or services desired to at least 3 contractors. Allow 3 days for written response, unless an emergency exists; objections must be submitted no later than 1 business day PRIOR to bid. Keep records for 6 months. Accept low bid or reject all bids.	IC 67-2805 (1)	\$75,000 to \$150,000	Semi-formal bidding: Issue written requests for bids describing goods or services desired to at least 3 vendors. Allow 3 days for written response, unless an emergency exists; objections must be submitted no later than 1 business day PRIOR to bid. Keep records for 6 months. Accept low bid or reject all bids.	IC 67-2806 (1)
\$200,000 and above	Formal bidding: 2 Options Category A & B Category A – Open to all licensed contractors. Publication requirements. Written objections allowed 3 business days PRIOR to bid. Category B – Open to pre-qualified contractors. After pre-qualification is determined, the bidding process is done in the same manner as Category A to include filing objections.	IC 67-2805(2)	\$150,000 and above	Formal bidding: Publish bid at least 2 weeks in advance of bid opening. Make bid specifications available; written objections allowed. May request bid security/bond. Can reject all bids IF able to purchase more economically in the open market.	IC 67-2806 (2) 
			Request for Proposal	For procurement for goods or services for which fixed specifications might preclude discovery of a cost-effective solution, or a problem is amenable to several solutions, or price is not the sole determining factor.	IC 67-2806A
Public Works Contractor Licensure Exemptions			Public Procurement of Goods and Services Bidding (For information on exemptions see IC 67-2803)		
The sale of installation of any finished productions, material or articles of merchandise	NOT actually fabricated into and do not become a permanent fixed part of the structure.	IC 54-1903 (4)	Personal Property	Already competitively bid (piggy-backing).	IC 67-2803 (1)
Duly licensed architects, licensed engineers and land surveyors	When acting solely in their professional capacity.	IC 54-1903 (8)	Less than \$50,000	Contracts or purchases of goods or services.	IC 67-2803 (2)
Less than \$50,000 for construction, alteration, improvement or repair	Single project with any number of trades.	IC 54-1903 (9)	Any Amount	Payment of Wages	IC 67-2803 (3)
			Any Amount	Personal or professional services performed by an independent contractor (refer to info on qualifications in IC 67-2320).	IC 67-2803 (4)
			Any Amount	Procurement of an interest in real property (lease or purchase).	IC 67-2803 (5)
			Any Amount	Procurement of insurance	IC 67-2803 (6)
			Any Amount	Costs of Joint Powers participation	IC 67-2803 (7)
			Any Amount	Emergency Expenditures	IC 67-2808 (1)

Idaho Statutes 67-2807 allows for “Cooperative Purchasing” and Idaho Statute 67-2808 allows for “Sole Source Expenditures”. For this purchase, Staff is proposing use of Idaho Statute 67-2807 Cooperative Purchasing:

TITLE 67
STATE GOVERNMENT AND STATE AFFAIRS
CHAPTER 28
PURCHASING BY POLITICAL SUBDIVISIONS

67-2807. COOPERATIVE PURCHASING. With the approval of its governing board, a political subdivision may participate in cooperative purchasing agreements with the state of Idaho, other Idaho political subdivisions, other government entities, or associations thereof. Political subdivisions may also participate in cooperative purchasing programs established by any association that offers its goods or services as a result of competitive solicitation processes. Goods or services procured by participation in such cooperative agreements or programs shall be deemed to have been acquired in accordance with the requirements of this chapter.
History:
[67-2807, added 2019, ch. 67, sec. 2, p. 161.]

The Cooperative Purchasing product to be used is Sourcewell.

Staff is requesting Council authorize the purchase of this equipment as anticipated in the FY2024 CIP.

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:
Motion to adopt Resolution 2023- ____, authorizing the Mayor's signature and purchase of a Camera Van pursuant to Idaho Code 67-2807 for Cooperative Purchasing by use of the cooperative purchasing product, in the amount of \$280,193.06. **ACTION ITEM**

ADMINISTRATIVE COMMENTS/APPROVAL:
City Administrator _____ Dept. Head Attend Meeting (circle one) Yes No

ACTION OF THE CITY COUNCIL:
Date _____
City Clerk _____

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

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

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY
AUTHORIZING THE MAYOR'S SIGNATURE ON A PURCHASE OF A CAMERA
VAN, PURSUANT TO IDAHO CODE 67-2807 FOR COOPERATIVE PURCHASING, IN
THE AMOUNT OF \$280,193.06,**

WHEREAS, the City of Hailey desires to enter into an agreement with Sourcewell, for the purchase of a camera van in the amount of \$ 280,193.06

WHEREAS, the City of Hailey and Sourcewell have agreed to the terms and conditions of the quote, 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 quote, and that the Mayor is authorized to execute the attached document,

Passed this 11th day of December, 2023.

City of Hailey

Martha Burke, Mayor

ATTEST:

Mary Cone, City Clerk



SWS Equipment, LLC.

6515 E Nixon Ave Spokane, WA 99212
 All Correspondence remit to: P.O. Box 13040, Spokane, WA 99213
 509-533-9000 1-800-892-7831 F 509-533-1050
www.SWSEquipment.com

QUOTE

Quote To:
 City of Hailey
 Bryson Ellsworth
 4297 Glenbrook Dr
 Hailey ID 83333
 (208) 720-7617

Ship To:
 City of Hailey
 Bryson Ellsworth
 4297 Glenbrook Drive
 Hailey ID 83333
 (208) 720-7617

Quote #: PHFDQ7479
Date: 10/27/23
Sales Rep: Phil Davison
FOB: Destination
Ship Via: Bestway
Est. Ship Date: 4 to 6 months
Terms: Net 30

We are pleased to propose the following for your consideration

Qty	Description	Unit Price	Ext. Price
1.0	Sourcewell Contract Number: #120721-RVL City of Hailey Account # 96243		
Complete IBAK HD CCTV Truck with Ford E450 Box Truck			
1.0	14 ft Inspection Box and Conversion for GAS Chassis. Inspection Vehicle Conversion for GAS chassis – 14 ft Commercial FRP Box, Dim: 14 ftx8 ftx6 ft6 in. Chassis purchased separately, call for required chassis specifications. Includes installation of box on approved chassis. Dual swing open rear doors. Side entry door. Rear backup camera. Commercial Genset (GAS). Walk-thru design with partition wall and door. Tinted glass viewing window in bulkhead wall. 12v LED lighting. Aluminum plank flooring for easy cleaning and improved grip when wet. Roof Air. Exterior shore power package with extension cord. Auxiliary battery and charging system. FRONT OFFICE: Carpeted walls in Studio. Laminated base cabinetry. Laminate countertops in studio. Vibration resistant electronics cabinet with rear door access to outside of truck for easy installation and troubleshooting. Bench seat over generator. Mounted high-quality monitor in office. WORKSPACE: Heavy-duty, 5 drawer toolbox. High-quality monitor in workspace for monitoring camera operation. 14 Gallon pressurized wash down system. Butcher block workbench. Laminate cabinets. Aluminum storage shelves. Overhead laminate cabinets with easy-open hardware. SAFETY: Directional arrow board at rear. Strobe light mounted on front roof. LED side markers on Box.	\$47,329.00	\$47,329.00
1.0	2024 E-450, 158" WB, 7.3L V8 Premium Rated Engine, 6-Speed Automatic Transmission with Overdrive w/ Tow-Haul Mode, includes; Remote Keyless Entry, 40-Gallon Fuel Tank, Grey Vinyl Seats and Flooring, Cruise Control, Power Group, Air Conditioning and AM/FM Stereo.	\$44,878.92	\$44,878.92

Qty	Description	Unit Price	Ext. Price
Truck Accessories			
1.0	KW Reel Cabinet (Standard) with 3 sliding/locking aluminum drawers. (no LISY drum platform)	\$2,594.00	\$2,594.00
1.0	Wall Mounted Electric Heater - installed under desk or in work area	\$708.00	\$708.00
1.0	Fiberglass pole holder	\$299.00	\$299.00
1.0	Fiberglass Guide Poles for tractor retrieval or manhole adapter	\$1,036.62	\$1,036.62
Camera, Tractors and Accessories.			
1.0	T66 HD Camera Tractor. For use with HD Cables/systems. Small mainline tractor for use in pipelines 4 in and up. Zero turn radius, full steering with ATC (Auto Tilt Compensation). Includes lowering claw, toolset and 4 in/6 in/8 in wheelsets.	\$12,966.00	\$12,966.00
1.0	ORION 3 Zoom HD/SD ADAPTIVE. Pan and Tilt Lateral camera for 4 in and up pipelines. Automatically switches between SD and HD as needed. Zoom (in HD) 32x digital, Zoom (in SD) 3x digital lossless. May be used on tractor or pushrod. Auto-uprighting, LED Lighting and 33 kHz Transmitter for locate. Higher resolution and significantly improved picture quality. Laser diameter, deformation, defect and object measurement (third-party software required - not included)	\$21,145.00	\$21,145.00
1.0	Camera Connection TYPE 5-8 HD for SD cameras and ORION 3 (SD or HD modes)	\$4,380.00	\$4,380.00
1.0	Camera Connection TYPE 2-8 HD for SD cameras and ORION 3 (SD or HD modes)	\$2,176.00	\$2,176.00
1.0	Additional Weight Kit for T66 (Heavy and Light) Add weight to pull longer distances	\$750.00	\$750.00
1.0	Larger T66 hook for use with poles (optional)	\$335.00	\$335.00
1.0	Tungsten Carbide Wheels for T66/PANO 150 in 8 in and up	\$1,549.24	\$1,549.24
1.0	T66/PANARAMO 150 Pneumatic Wheels for large pipe w/adapters	\$1,363.64	\$1,363.64
Cable Reels and Controller			
1.0	BS 7 - Vehicle Mounted Control EDI for ALL SYSTEMS. Controls all normal mainline and fiber optic systems, including PANORAMO. Diagnostic and control center with color touch-screen panel. 19 in rack mount main control unit.	\$32,047.49	\$32,047.49
1.0	KW 505 HD (FO - PANORAMO capable) Synchronized Power Cable Reel. Designed for use with HD systems. BS7 Controller required. Synchronized cable payout and retraction. Automatic level wind. Requires vehicle installation. Includes remote control pendant and LED boom light. Distance counter with rear display. Holds up to 1650 ft of 00/12 HD/aFO cable with a BS7 (2000 ft possible with a	\$35,925.12	\$35,925.12

Qty	Description	Unit Price	Ext. Price
	BS5). Includes integrated tractor lowering winch and control.		
1.0	HD FO4 Camera Cable Type 00/12 - 1000 feet	\$10,748.42	\$10,748.42
1.0	KUV 2.7 Cable Deflection Pulley for Standard and Fiber Optic Cable with holder and rope (Highly recommended)	\$708.00	\$708.00
1.0	KW 305/505 Upper Deflection Pulley (attaches to boom)	\$1,078.00	\$1,078.00
1.0	KUV 3 Top Manhole Deflection Pulley	\$1,311.87	\$1,311.87
1.0	Foot switch for winch (KW505 and KW305)	\$1,010.10	\$1,010.10
1.0	Pressure Test Set	\$494.95	\$494.95
1.0	19 in Industrial PC Package. Includes 17 in computer monitor when ordered with vehicle conversion, mouse and keyboard.	\$6,079.59	\$6,079.59
1.0	VMC Encoder Board (for IKAS only)	\$3,316.33	\$3,316.33
1.0	IKAS Mini. For simple inspections and reports - Can make videos with overlays and make reports. Very easy to use.- No Annual Fees required	\$2,074.00	\$2,074.00
1.0	Support for IKAS Mini Software	\$160.00	\$160.00
1.0	Training - Equipment Training 2 days onsite training by factory trainer Standard (2) day training at customer's location. * Includes review of operation and maintenance of supplied equipment. * Additional days of training can be added at \$1250.00 per day. * Training is no charge at RapidView's facility in Rochester, Indiana.	\$3,500.00	\$3,500.00
1.0	Project Professionally Managed by Phil Davison		
1.0	Freight	\$8,333.33	\$8,333.33
1.0	PDI	\$1,411.76	\$1,411.76

Order Total \$249,709.38

Please contact me if I can be of further assistance.

QUOTE VALID FOR 10 DAYS

**PRICING IS SUBJECT TO CHANGE BASED ON CURRENT MATERIALS AND AVAILABILITY
APPLICABLE SALES TAX NOT INCLUDED UNLESS OTHERWISE NOTATED - AMOUNT BASED ON FINAL INVOICE DATE
ANY IMPLIED WARRANTY AS PER MANUFACTURER'S STANDARD WRITTEN WARRANTY
PAYMENT DUE UPON COMPLETION OF WORK OR AS SPECIFIED ABOVE**

Due to a high level of uncertainty with regards to pricing changes from our vendors and the freight industry, the price and freight charges on this document may be adjusted prior to shipping.

Signature: _____ Printed Name: _____ Date: _____

"The Standard of the Industry"



CUES

Tuesday, November 21, 2023

City of Hailey, ID
Bryson Ellsworth
115 Main Street south
Hailey, ID 83333

Dear Bryson,

Here is the pricing you requested for a new Cues van.. Please see attached component list for greater detail.

In summary:

- Ford F550 Gas with 16' box
- MEPS inverter
- EVO 3 interior package
- Power boom crane with LED lighting - reel mounted
- Folding bumper steps
- Kick plate transporter storage drawer
- Back up camera on chassis
- Roof mount AC
- Side door and steps
- Heater in control room
- Closet and bench storage seat in control room
- 20 gallon wash down
- Upper and lower storage cabinet in equipment room
- 32" rear monitor
- OZ2 camera with sonde
- US21 tracked transporter for up to 15" pipe
- 1000' cable on auto payout reel
- Summit wireless electronics
- Transfer Gnet hardware and software
- 2 days training
- Delivery

Total **\$ 283,720**

Optional:

CPR package with OZ3s in lieu of OZ 2 and US21	\$11,876
Rear view camera for CPR transporter	\$3,950

FOB: Destination

Terms: Net 30

Delivery: 90 - 120 days ARO

"This Quote and the goods and services quoted thereunder are subject to Cues, Inc. Standard Terms and Conditions of Sale found at: <https://cuesinc.com/pages/cues-terms-and-conditions-of-sale>. By accepting this Quote, Buyer agrees to be bound by these terms."

Local factory direct service center located in Portland, OR area. Free loaner equipment for the lifetime of your gear in the event of service needs. Fully staffed facility includes bench and field service techs. Made in USA.

Let me know if you have any questions.

Thanks,
Gillian Wilson
Cues NW Territory Manager
503-622-3248

Specifications For: HAILEY, ID

1 FORD F-550 GAS CAB CHASSIS 205" WB 2X4 CHASSIS

- 1 7.3L Gas Engine
- 1 Automatic Transmission
- 1 19,500 lb. GVWR
- 1 205" Wheel Base
- 1 Cab Air Conditioner

1 16' CARGO BOX FOR CAB/CHASSIS

- 1 LED Light Package Includes Body Clearance and Stop / Tail / Turn
- 1 Full Width Barn Doors with CAM (Pipe) Locks on Each Door
- 2 Laminated Steel Lock
- 1 Kemlite Covering on Inside Rear Doors
- 1 Back Up Alarm

1 POWER BOOM CRANE WITH LED LIGHTING, REEL MOUNT

1 POWER BOOM CRANE CONTROLLER HOLDER

1 WIRELESS POWERBOOM CRANE CONTROLLER

1 SAFE ENTRY/EXIT BUMPER INSTALLED

- 1 Three (3) Steps Evenly Spaced
- 1 Bottom Step Folds Up for Ground Clearance
- 1 Safety Grab Handle

1 KICKPLATE TRANSPORTER STORAGE

- 1 Lockable Storage Compartment for Camera and Transporter
- 1 Sliding Drawer
- 1 Notch in rear door threshold of body for TV cable to pass through to transporter storage drawer

1 KICKPLATE 2 DRAWER STACK ALUMINUM STORAGE

1 BACK-UP COLOR CAMERA SYSTEM [CHASSIS]

1 TV HIGH CUBE VAN EXTERIOR LIGHTING & CONTROL ROOM - EVOLUTION 3.0 TO

INCLUDE:

- 2 Amber LED Strobe Warning Beacons
- 2 Adjustable LED Floodlights Rear of Vehicle Area Illumination Control Room

Interior:

- 1 Lonseal Lonplate Flooring
- 1 Kemlite covered walls and weather resistant/smooth finished ceiling
- 1 Bulkhead Wall With Passage Door From Control Room to Equipment Room
- 1 Tinted Viewing Window in Bulkhead Wall
- 1 Tinted Viewing Window in Bulkhead Door
- 1 Above Desk Control Console with Rack Mount for Electronic Equipment
- 1 Desktop / Work Area
- 1 12V High Intensity LED Light Fixture
- 1 Multi-Outlet Power Strip With USB Ports
- 1 Fire Extinguisher with Bracket, 10BC Rating

- 1 Operators Chair, Swivel With Casters
- 1 Breaker Box Storage Area with Locking Positive Latch
- 1 Battery Powered Carbon Monoxide Alarm

1 LOW PROFILE, ROOF MOUNTED AIR CONDITIONER WITH HEAT STRIP

1 CURBSIDE DOOR FOR EVO 3.0

1 SIDE DOOR STEPS

1 WALL MOUNTED ELECTRIC HEATER

1 WALL MOUNTED ELECTRIC HEATER HOUSING

1 BENCH SEAT IN VIEWING ROOM

1 CUSHION FOR BENCH SEAT

1 CLOSET IN VIEWING ROOM

1 TV HI-CUBE VAN EQUIPMENT ROOM INTERIOR - EVOLUTION 3.0 TO INCLUDE:

- 1 Lonseal Lonplate Flooring
- 1 Kemlite covered walls and weather resistant/smooth finished ceiling
- 1 Electrical Outlet with Dual Receptacles
- 1 12V High Intensity LED Light Fixture
- 1 15 Minute Courtesy Timer Located at Rear Door Area for 12V LED Interior Lights

1 MULTI-OUTLET WORKSTATION WITH LIGHTS AND USB PORTS

1 20-GALLON WASHDOWN SYSTEM TO INCLUDE:

- 1 20-Gallon Fresh Water Tank
- 1 Electric Water Pump
- 1 Retractable Hose Reel with 25'Water Hose and Nozzle

1 UPPER AND LOWER STORAGE CABINET IN EQUIPMENT ROOM

- 1 Lower Storage Cabinet / Work Top with Sink and Faucet
- 1 Upper Wall Mounted Storage Cabinet

1 5-DRAWER TOOL CHEST, MODULINE

1 32" REAR FLAT SCREEN MONITOR MOUNTED IN BULKHEAD WALL

- 1 Flat Screen Monitor
- 1 Cable Assembly - Video Monitor to Monitor in Control Room
- 1 Electrical Outlet

1 ON-BOARD AC POWER SYSTEM, DYNAMIC INVERTER, 6.3KW

- 1 25' 110V SHORE POWER CABLE**
- 1 DIGITAL ENGINEERING PANEL FOR INVERTER SYSTEM, BLACK**
- 1 OZ2 P&T ZOOM M/C LED CAMERA**
 - 1 Solid State Color Sewer TV Camera
 - 1 Pan & Rotate Camera Head, 320:1 Optical/Digital Zoom
 - 1 NTSC Color Standard with Automatic Iris / Focus
 - 1 4 x 5W Cluster LEDs for 6" through 72" lines
 - 1 Camera Transportation and Storage Case
- 1 BUILT-IN SONDE FOR MAINLINE CAMERA TO INCLUDE:**
 - 1 Built In Transmitter, 512 Hz
- 1 21" TRAC TRANSPORTER M/C TO INCLUDE:**
 - 1 6" Trac Transporter with Freewheel and Powered Reverse
 - 1 Y Eliminator
- 1 8"-15" EXTENDERS FOR 21" TRAC TRANSPORTER**
- 1 SPARE PARTS KIT FOR TRAC TRANSPORTER TO INCLUDE:**
 - 1 Additional Chain Links And Rubber Cleats
- 1 12/5/4 ADAPTER CABLE**
- 1 1000' CABLE ASSEMBLY, M/C 12PIN METAL**
 - 1 1000'Gold Multi Conductor Kevlar Fiber Armored Combination TV Transmission / Tow Cable
 - 1 .450 Diameter
 - 1 Metal Splice Chamber with Pigtail
 - 1 Cable Strain Relief
- 1 TV REEL ASSEMBLY, MECHANICAL FOOTAGE FOR SUMMIT .450 CABLE**
 - 1 Black Thermoplastic Powder Coated Frame (not available with BRAKE option)
 - 1 Power Levelwind & Multi Ratio Manual Transmission
 - 1 Footage Meter with Local Counter and Remote Electronic Counter
 - 1 Transmission Control at Viewing Station
 - 1 Local Reel Mount Electrical and Mechanical Control
 - 1 Sealed Continuous Contact Collector Assembly
 - 1 Removable Drip Pan for Cleaning (not available with BRAKE option)
- 1 AUTOMATIC PAYOUT SYSTEM FOR REEL - INSTALLED**
- 1 PCU ASSEMBLY [RACK MOUNT]**
- 1 CCU ASSEMBLY [RACK MOUNT]**
 - 1 Alpha Numeric Information Display, with Multi Paging and Defect Coding
 - 1 Remote "QWERTY" Keyboard
 - 1 On Screen Footage Display
- 1 WIRELESS CONTROLLER**
 - 1 Joystick Control for Pan and Tilt Zoom Camera to Include:
 - 1 360 Degree Rotate

- 1 330 Degree Optical Pan
- 1 Joystick Control for All Steering Functions & Forward / Reverse Directions for Transporter
- 1 Camera Lift Control for Optional Electronic Camera Lift
- 1 All Other Controls for Camera to Include:
 - 1 Camera Iris and Focus Override & Zoom
 - 1 Camera Lights & Shutter Control for Light Enhancement
 - 1 Camera Diagnostics & Auto Home
- 1 Cruise Control to Set Speed of the Transporter for Hands Off Operation
- 1 All Reel Controls to Include: Retrieve, Release, and Variable Speed [Excluding Dolly Systems]

1 WIRED USB CONTROLLER

- 1 Joystick Control for Pan and Tilt Zoom Camera to Include:
 - 1 360 Degree Rotate
 - 1 330 Degree Optical Pan
- 1 Joystick Control for All Steering Functions & Forward / Reverse Directions for Transporter
- 1 Camera Lift Control for Optional Electronic Camera Lift
- 1 All Other Controls for Camera to Include:
 - 1 Camera Iris and Focus Override & Zoom
 - 1 Camera Lights & Shutter Control for Light Enhancement
 - 1 Camera Diagnostics & Auto Home
- 1 Cruise Control to Set Speed of the Transporter for Hands Off Operation
- 1 All Reel Controls to Include: Retrieve, Release, and Variable Speed [Excluding Dolly Systems]

1 8.7" MINI KEYBOARD

1 SHORTING PLUG

1 TEST CABLE

2 22" (MINIMUM) FLATSCREEN COLOR INDUSTRIAL TV MONITOR NTSC / PAL COLOR STANDARDS

2 MOUNTING HARDWARE FOR MONITOR to include Bracket(s), and / or Mount(s), and Miscellaneous hardware required to secure monitor for optimal safety and viewing.

1 CUSTOMER WILL SUPPLY GNET COMPUTER (2U SIZE) AND GNET SOFTWARE

1 KIT,DOWNHOLE,STD

- 1 Toproller Assembly, Manhole, TV Only, Al
- 1 Claw Hook, Manhole Adapter, f/WT319
- 1 Hook Assembly, Retrieval (SNGL,SHTY/LMP/PR)
- 6 Pole Assembly, Retrieval / Downhole tl,58"
- 1 Roller Assembly, Invert f/ WT319

1 MULTI CONDUCTOR TV ONLY TOOL KIT

- 1 Milliampmeter Tool
- 1 Electrical Tape
- 1 Needle Nose Pliers
- 1 Six-In-One Screwdriver
- 1 6" Adjustable Wrench
- 1 Anti Seize Grease
- 1 9-Piece Allen Wrench kit
- 1 Solder Iron Kit

- 1 Pliers
- 1 5/32 T-Handle Hex Wrench

1 FIELD TRAINING FOR ID SYSTEM, 2 DAYS

1 TRUCK DELIVERY-IDAHO

OPTIONAL ITEMS
[NOT INCLUDED IN BASE QUOTE]

ITEM 1:

1 OZ3s P&T ZOOM M/C LED CAMERA WITH BUILT-IN SONDE (Optional)

- 1 Solid State Color Sewer TV Camera
- 1 Pan & Rotate Camera Head, 120:1 Optical/Digital Zoom
- 1 NTSC/PAL Color Standard with 4x Light Integration
- 1 4 X 5W Cluster LEDs for 6" through 72" lines
- 1 Camera Transportation and Storage Case
- 1 Built In Transmitter, 512 Hz

1 BRASS COMP STEERABLE CAM TRANS, WHEELED -60V (Optional)

- 1 Steerable Unit Designed to Turn 360 Degrees Within Its Own Radius
- 1 Set of Driven Rubber Wheels to Inspect 6" Pipe
- 1 Two (2) Speed Transmission to Maximize Torque in Large Diameter Pipe with:
 - 1 Manual Shifter on Camera Carrier
- 1 Unit Shall Have Forward, Free Wheel, and Power Reverse Capabilities
- 1 All Six (6) Wheel Drive Transporter Assembly to Include:
 - 1 Motor & Enclosed Drive Train
- 1 Tip Up Rear Connector

1 QUICK CABLE LOCK PIGTAIL COUPLER KIT (Optional)

ITEM 2:

1 12"-15" PNEUMATIC TIRE KIT FOR COMPACT TRANSPORTER (Optional)

ITEM 3:

1 REAR VIEW CAMERA (Optional)

- 1 Color NTSC Camera
- 1 Lightring with (12) Solid State White LEDs

"The Standard of the Industry"



CUES

Wednesday, October 25, 2023

City of Hailey, ID
Bryson Ellsworth
115 Main Street south
Hailey, ID 83333

Dear Bryson,

Here is the pricing you requested for a new Cues van.. Please see attached component list for greater detail.

In summary:

- Ford F550 Gas with 16' box
- MEPS inverter
- EVO 3 interior package
- Power boom crane with LED lighting – reel mounted
- Folding bumper steps
- Kick plate transporter storage drawer
- Back up camera on chassis
- Roof mount AC
- Side door and steps
- Heater in control room
- Closet and bench storage seat in control room
- 20 gallon wash down
- Upper and lower storage cabinet in equipment room
- 32" rear monitor
- OZ2 camera with sonde
- US21 tracked transporter for up to 15" pipe
- 1000' cable on auto payout reel
- Summit wireless electronics
- Transfer Gnet hardware and software
- 2 days training
- Delivery

Total **\$ 283,720**

Optional:

CPR package with OZ3s in lieu of OZ 2 and US21	\$11,876
Rear view camera for CPR transporter	\$3,950

FOB: Destination

Terms: Net 30

Delivery: 90 – 120 days ARO

"This Quote and the goods and services quoted thereunder are subject to Cues, Inc. Standard Terms and Conditions of Sale found at: <https://cuesinc.com/pages/cues-terms-and-conditions-of-sale>. By accepting this Quote, Buyer agrees to be bound by these terms."

Local factory direct service center located in Portland, OR area. Free loaner equipment for the lifetime of your gear in the event of service needs. Fully staffed facility includes bench and field service techs. Made in USA.

Let me know if you have any questions.

Thanks,
Gillian Wilson
Cues NW Territory Manager
503-622-3248



CONTRACT PRICING WORKSHEET

Contract No.: 120721-EVS

Buying Agency	City of Hailey, ID	Sales Partner	MetroQuip, Inc.
Contact Person	Bryson Ellsworth	Contact Person	Jeff McCoy
Phone	208-578-2211 x21	Phone	208-921-5332
Fax		Fax	208-345-5931
Email	bryson.ellsworth@haileycityhall.org	Email	jmccoy@metroquip.net

Itemized Contract Items / Options - Attach additional sheet if necessary

QTY	Part Number	Description	LIST PRICE	Contract PRICE
1	E-RX-SYS-PRO-22-HD	System includes DCX5000 Desktop Controller with CCUI including emergency stop, RAX300 Automatic Cable Reel with 300M (1000ft) cable, wireless remote controller, reel mounting frame, RX130 Quick Change version crawler with 3 sets of rubber wheels for 6" to 12" pipe diameter. RCX90 pan, tilt, zoom camera, pressurization kit, and Wincan VX entry license	\$ 114,276.00	\$ 108,834.29
1	E-598-3900-00	HDVC500 - Touchscreen controller for RoverX	\$ 15,857.40	\$ 15,102.29
1	Sink	Sink	\$ 2,247.00	\$ 2,140.00
1	Cabinet Lights	Under Cabinet Lighting for For Transit	\$ 925.55	\$ 881.48
1	Magnetic Tool Holder	Magnetic Tool Holder above Workbench	\$ 203.30	\$ 193.62
1	Insulation	Insulation	\$ 1,498.00	\$ 1,426.67
1	Heater	Wall Mount Heater	\$ 449.00	\$ 428.00
1	Awning	Rear Awning	\$ 3,210.00	\$ 3,057.14
1	Monitor	27" Rear-facing Monitor Upgrade (From 19")	\$ 898.00	\$ 856.00
1	Monitor	43" four-up Studio Monitor Upgrade & Tailgate Camera	\$ 3,852.00	\$ 3,668.57
Subtotal Contract Items			\$ 143,416.25	\$ 136,588.06

Sourced / Non Contract Items

QTY	Part Number	Description	LIST	COST
1	2024 Ford E-Transit	2023 Ford E-Transit Cargo Van (W3X) T-350 148" EL Hi, 9500 GVWR RWD	\$ 69,895.00	\$ 69,895.00
1	Transit EV Build	Envirosight Transit EV Build Out - Includes 4000W Inverter System, LCD Control Panel, Ampere Time 400AH Lipo Battery, 12V AC Unit, etc	\$ 64,960.00	\$ 64,960.00

Subtotal Sourced Items	\$ 134,855.00	\$ 134,855.00
Freight	\$ 1,250.00	\$ 1,250.00
Training, PDI, and Delivery	\$ 7,500.00	\$ 7,500.00

Total Sourcewell Purchase Quote	\$ 287,021.25	\$ 280,193.06
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Hondru Ford

Rick Martin | 717-664-7246 | RMartin@hondruauto.com

City of Hailey ID

Prepared For: Jeff McCoy

208-921-5332

JMcCoy@metroquip.net

Vehicle: [Fleet] 2024 Ford E-Transit Cargo Van (W3X) T-350 148" EL Hi Rf 9500 GVWR RWD



Return to Agenda

AGENDA ITEM SUMMARY

DATE: 12/11/23

DEPARTMENT: PW

DEPT. HEAD SIGNATURE: BY

SUBJECT: Motion to approve Resolution 2023-____, ratifying the Mayor's signature on a service contract with STRATA for geotechnical engineering evaluations, in the amount of \$13,000. **ACTION ITEM**

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

The City is in the process of finalizing drawings for the new Water Division building. As part of the process, the site of the proposed building needs to be evaluated because it housed a previous structure that has since been demolished. The attached scope of services with STRATA was signed in advance to ensure work began before the snow arrived.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to approve Resolution 2023-____, ratifying the Mayor's signature on a service contract with STRATA for geotechnical engineering evaluations, in the amount of \$13,000. **ACTION ITEM**

ADMINISTRATIVE COMMENTS/APPROVAL:

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

ACTION OF THE CITY COUNCIL:

Date _____

City Clerk _____

FOLLOW-UP:

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

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

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

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY RATIFYING
THE MAYOR'S SIGNATURE ON A SERVICE CONTRACT WITH STRATA FOR
GEOTECHNICAL ENGINEERING EVALUATIONS, IN THE AMOUNT OF \$13,000.**

WHEREAS, the City of Hailey desires to contract with STRATA., for geotechnical engineering evaluations pertaining to the new proposed Water Division building, in the amount of \$13,000.

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

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HAILEY, IDAHO, that the City of Hailey approves the agreement with STRATA, ratifies the Mayor's signature, and authorizes the execution of the attached document.

Passed this 11th day of December, 2023.

City of Hailey

Martha Burke, Mayor

ATTEST:

Mary Cone, City Clerk



November 27, 2023

File: TFP23207

Brian Yeager, P.E. / P.L.S
Public Works Director and Engineer
City of Hailey
115 S. Main Street
Hailey, ID 83333

RE: **PROPOSAL**
Geotechnical Engineering Evaluation
City of Hailey Water Division Building
Hailey, Idaho

Dear Mr. Yeager,

STRATA is pleased to present this proposal to provide a Geotechnical Engineering Evaluation for the planned Water Division Building at the City Waste Water Treatment Plant (WWTP) at 4301 Glenbrook Drive, Hailey, Idaho. The purpose of our services will be to evaluate the subsurface soil conditions and to provide geotechnical engineering recommendations for design and construction for the proposed building. The following paragraphs present our project understanding, recommended scope of services, schedule, and fee.

PROJECT UNDERSTANDING

Proposed Development

We have prepared our scope of services based on our conversations with you, preliminary site plans prepared by Bliss Architecture dated April 7, 2023. We understand that the project includes the construction of a new two-story pre-engineered metal building (PEMB). Grading is anticipated to be minimal with cuts and fills of less than two feet across the site. The project will also include new paved surfaces for access lanes and parking and dry wells for stormwater infiltration. We understand our scope of services will not include recommendations for the new pavements or dry wells.

Expected Subsurface Conditions

We understand the footprint of the proposed building will be over a previously demolished clarifier. The clarifier was 81.75 feet in diameter and extended below grade approximately 18 to 20 feet. Based on well log data, we anticipate native soils onsite will include 5 to 10 feet of loess or alluvial silty or clayey sands and gravels overlying terrace gravels or flood deposits with boulders and cobbles. Backfill for the demolished clarifier was placed between 2016 and 2017. Details for the materials type and placement are unknown. Well log data indicates the depth to groundwater is 55 feet but may be impacted by local irrigation.

GEOTECHNICAL SCOPE OF SERVICES

Our scope of services is to gather subsurface information at the site to evaluate supporting the new building on the material used to backfill the clarifier. Our specific scope is summarized in the following tasks:

Subsurface Exploration

1. Pre-mark proposed boring locations and contact the regional One-call Utility Notification Center (Digline) as required by Idaho State law. It will be the owner's sole responsibility to mark any private utilities. STRATA will not be responsible for damage or repair of unmarked utilities.
2. Subcontract to complete two (2) borings to a depth up to 25 feet within the building footprint. Soil samples will be obtained via 2-inch outside diameter split-spoon samplers or 3-inch outside diameter Modified California ring samplers will be obtained for select fine-grained soils, according to ASTM D1586 and ASTM D1587, respectively. Standard Penetration Test (SPT) sampling will be performed at 2.5-foot intervals in the top 15 feet and at 5-foot intervals thereafter.
3. Our geotechnical field engineer will visually classify and describe the soil encountered in reference to the *Unified Soil Classification System* (USCS). Samples will be taken of the various soils encountered for classification and laboratory testing. The borings will be backfilled with bentonite per IDWR regulations.
4. Laboratory testing will be accomplished on selected samples obtained from the borings. The laboratory testing may include percent passing the No. 200 sieve, Atterberg limits, and moisture contents. Laboratory testing will be accomplished referencing applicable ASTM standards. Soil samples will be retained for a period of 90 days and then discarded, unless other arrangements are made.
5. Prepare logs of the soil encountered at the boring locations and an exploration location plan showing the location of the borings throughout the project site.

Geotechnical Engineering Evaluation

A Geotechnical Engineering Evaluation will be performed for the proposed development. Specifically, we will perform our analyses and develop recommendations for the following:

- Earthwork and Site Preparation
 - Excavation characteristics for the soil encountered
 - Site/soil improvement preparation recommendations for building foundations and slab
 - Structural fill and compaction criteria
 - Soil reuse for structural fill
 - Cold and wet weather/soil construction
 - Utility trench construction
 - Geotextile applications, if any

- Provide shallow foundation recommendations, including the following design criteria:
 - Allowable bearing pressures
 - Sliding resistance on soil
 - Foundation settlement estimates
 - Seismic site class
 - Frost depth
- Provide concrete slab-on-grade design criteria, including:
 - Minimum support section
 - Modulus of subgrade reaction
 - Vapor retarder applications

We will prepare a Geotechnical Engineering Evaluation report summarizing our subsurface exploration, laboratory testing, and engineering analysis; and presenting our opinions and recommendations for design and construction.

ASSUMPTIONS & LIMITATIONS

We have prepared this scope of services based on the following assumptions:

1. After receiving notice to proceed, we will be cleared to enter the property and begin our field work. We have assumed the site is accessible by a trailer mounted drill rig.
2. Our scope of work does not include subcontracting a private utility locator.
3. Per conversations with you, pavement design and infiltration testing for dry wells is not included in our scope.

ADDITIONAL SERVICES

Construction Observation and Testing

We recommend that STRATA be retained to provide observation, testing, and consultation during construction to verify our design assumptions and recommendations, and to provide quality control for the project. We can accomplish materials testing of earthwork, concrete, steel reinforcement, steel welding, masonry, and asphalt. Our construction observation and testing personnel are International Code Council (ICC) certified to perform all necessary special inspections and have the experience to work closely with the project team. If we are not retained to provide earthwork construction observation and testing, we cannot be responsible for soil engineering-related construction errors or omissions. These services would be provided on a time and expense basis. An estimate for these services will be provided at your request when construction plans and specifications are available.

SCHEDULE AND FEES

We can initiate our field work within three weeks after contract execution, depending on drilling subcontractor availability. The fieldwork is expected to be completed in 1 day. Laboratory testing will take approximately one week, and our report will be completed within two to three weeks of completing our laboratory testing.

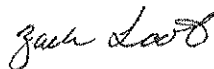
We will perform our geotechnical engineering evaluation on a lump-sum basis. We estimate the following fees based on our project concept understanding at this time and our experience with similar developments. Additional evaluation, exploration, testing, or other services outside of those described herein will increase these fees. However, we will not exceed these amounts without your prior written approval.

Geotechnical Engineering Evaluation..... \$13,000


If we become aware of conditions that could affect our scope of work or the proposed fee, we will notify you immediately. Our fee does not include attendance at meetings, revisions to the final report, or other correspondence.

We appreciate the opportunity to present this proposal and look forward to working with Bliss Architecture, and your design team in support of this project. Our proposal and fee are valid for up to 60 days. If we are to proceed, please sign and return the enclosed General Conditions for Geotechnical Engineering Services. If you have any questions, please contact us.

Sincerely,
STRATA



Zach Lootens, P.E.
Project Engineer



Daniel P Gado, P.E.
Senior Engineer

ZL/DPG/kv

Enclosure: General Conditions for Geotechnical Engineering Services

Proposal No./Date:	TF23207A - 11/27/2023	Client Name:	City of Hailey
Project Name:	City of Hailey Water Division Building	Project Location:	Hailey, Idaho

12.2. Monitoring Wells. Client will take custody of all monitoring wells and probes installed during any investigation by STRATA, and will take any and all necessary steps for the proper maintenance, repair or closure of such wells or probes at Client's expense.

13. ASSIGNMENT AND SUBCONTRACTS

Client and Consultant, respectively, each binds itself and its successors and assigns to the other and its successors and assigns with respect to all covenants of this Agreement. During the term of this Agreement and following its termination for any reason, neither Client nor STRATA shall assign, convey, sublet or transfer any rights under or interest in this Agreement without the prior written consent of the other party, including but not limited to, (a) any interest in the proceeds of this Agreement, or any proceeds of claims arising from or under this Agreement; (b) any rights, claims, or causes of action alleging breach, loss or damages arising from or under this Agreement; (c) the control of claims or causes of action against the other party arising from or under this Agreement; and (d) any proceeds from claims or causes of action as security, collateral or the source of payment for any notes or liabilities to any third party. This section shall not, however, apply to any subrogation rights (if any) of any insurer of either party. This section shall survive the completion or termination of this Agreement for any reason and shall remain enforceable between the parties. Any assignment that fails to comply with this paragraph will be void and of no effect.

14. RELATIONSHIP OF THE PARTIES

STRATA will perform Services under this Agreement as an independent contractor.

15. SUSPENSION AND DELAYS

15.1. Procedures. Client may, at any time by 10 days written notice suspend performance of all or any part of the Services by STRATA. STRATA may terminate this Agreement if Client suspends STRATA's Services for more than 60 days and Client will pay STRATA as set forth under Section 16, "Termination." If Client suspends STRATA's Services, or if Client or others delay STRATA's Services, Client and STRATA agree to equitably adjust: (1) the time for completion of the Services; and (2) STRATA's compensation in accordance with STRATA's then current PRELIMINARY FEE ESTIMATE OF CHARGES for the additional labor, equipment, and other charges associated with maintaining its workforce for Client's benefit during the delay or suspension, or charges incurred by STRATA for demobilization and subsequent remobilization.

15.2. Liability. STRATA is not liable to Client for any failure to perform or delay in performance due to circumstances beyond STRATA's control, including but not limited to pollution, contamination, or release of hazardous substances, strikes, lockouts, riots, wars, fires, flood, explosion, "acts of God," adverse weather conditions, acts of government, labor disputes, delays in transportation or inability to obtain material and equipment in the open market.

16. TERMINATION

16.1. Termination for Convenience. STRATA and Client may terminate this Agreement for convenience upon 10 days written notice delivered or mailed to the other party.

16.2. Termination for Cause. In the event of material breach of this Agreement, the party not breaching the Agreement may terminate it upon 10 days written notice delivered or mailed to the other party. The termination notice shall state the basis for the termination. The Agreement may not be terminated for cause if the breaching party cures the breach within the 10-day period.

16.3. Payment on Termination. Following termination other than for STRATA's material breach of this Agreement, Client will pay STRATA for Services performed prior to the termination notice date, and for any necessary Services and expenses incurred in connection with the termination of the Project, including but not limited to, the costs of completing analysis, records and reports necessary to document job status at the time of termination and costs associated with termination of subcontractor contracts in accordance with STRATA's then current PRELIMINARY FEE ESTIMATE.

17. DISPUTES

17.1. Mediation. All disputes between STRATA and Client are subject to mediation. Either party may demand mediation by serving a written notice stating the essential nature of the dispute, amount of time or money claimed, and requiring that the matter be mediated within 90 days of service of notice.

17.2. Precondition to Other Action. No action or suit may be commenced unless the mediation did not occur within 90 days after service of notice; or the mediation occurred but did not resolve the dispute; or a statute of limitation would elapse if suit was not filed prior to 45 days after service of notice.

17.3. Choice of Law; Venue. This Agreement will be construed in accordance with and governed by the laws of the state in which the Project is located. Unless the parties agree otherwise, any mediation or other legal proceeding will occur in the state in which the Project is located.

17.4. Statutes of Limitations. Any claim related to or arising out of this Agreement by either party, whether known or unknown, including but not limited to claims for breach of this Agreement or for the failure to perform in accordance with the applicable standard of care, shall be made within two (2) years from the time the Client knew or should have known of its claim, but in any event, not later than four (4) years after the completion of STRATA's Services on the project.

18. MISCELLANEOUS

18.1. Integration and Severability. This Agreement reflects the entire agreement of the parties with respect to its terms and supersedes all prior agreements, whether written or oral. If any portion of this Agreement is void or voidable, such portion will be deemed stricken and the Agreement reformed to as closely approximate the stricken portions as the law allows, and the remaining provisions of this Agreement shall be valid and binding on both the Client and STRATA.

18.2. Modification of this Agreement. This Agreement may not be modified or altered, except by a written agreement signed by authorized representatives of both parties and referring specifically to this Agreement.

18.3. Notices. Any and all notices, requests, instructions, or other communications given by either party to the other must be in writing and either hand delivered to the recipient or delivered by first-class mail (postage prepaid) or express mail (billed to sender) at the addresses given in this Agreement.

18.4. Headings. The headings used in this Agreement are for convenience only and are not a part of this Agreement.

18.5. Waiver. The waiver of any term, conditions or breach of this Agreement by STRATA or Client will not operate as a subsequent waiver of the same term, condition, or breach.

18.6. No Third-Party Rights. Nothing in this Agreement or as a consequence of any of the Services provided gives any rights or benefits to anyone other than the Client and STRATA. All duties and responsibilities undertaken in this Agreement are for the sole use and exclusive benefit of Client and STRATA, and not for the use or benefit of any other party.

18.7 Value Engineering. Client acknowledges that if it elects to pursue value engineering on the project, it assumes the risk that it could result in reduced functionality or performance of the project, increased maintenance, or other issues. In addition, if the Client requires the incorporation of changes in the construction documents to accommodate value engineering, the Client agrees, to the fullest extent permitted by law, to waive all claims against STRATA and to indemnify and hold harmless STRATA from any damages, liabilities or costs, including reasonable attorneys' fees and costs of defense, which arise in connection with or as a

Proposal No./Date: TF23207A - 11/27/2023	Client Name: City of Hailey
Project Name: City of Hailey Water Division Building	Project Location: Hailey, Idaho

9.3 No Personal Liability. Client and STRATA intend that STRATA's services will not subject STRATA's individual employees, officers, or directors to personal liability. Therefore, and notwithstanding any other provision of this Agreement, Client agrees as its sole and exclusive remedy to direct or assert any claim, demand, or suit only against the business entity identified as "STRATA" on the first page of this Agreement.

9.4 Deviation from Recommendations. Unless specifically agreed otherwise in writing, Client agrees that STRATA bears no responsibility for ensuring Client's or any other party's compliance with any specifications, procedures, or recommendations provided by STRATA to Client under this Agreement (collectively, "recommendations"). Client hereby releases STRATA from all liability arising from any other party's failure to fully comply with recommendations, and Client will indemnify, and hold harmless STRATA from any party's claims for losses arising from or related to Client's or any other party's failure to fully comply with recommendations.

9.5 Consequential Damages. Neither Client nor STRATA will be liable to the other for any special, consequential, incidental, indirect, punitive or penal losses or damages including but not limited to losses, damages or claims related to the unavailability of property or facilities, shutdowns or service interruptions, loss of use, profits, revenue, business, reputation, financing or inventory, or for use charges, cost of capital, or claims of the other party or its customers. This waiver applies to all such claims and damages, whether based on contract, warranty, tort or any other legal theory.

9.6 Continuing Agreement. The indemnity obligations, limitation of remedies, and consequential damages waiver established under this Agreement will survive the expiration or termination of this Agreement. If STRATA provides additional or different Services to Client that the parties do not confirm through execution of an amendment to this Agreement, the obligations of the parties to indemnify each other, the limitations on liability, and the consequential damages waiver established under this Agreement apply to such Services as if the parties had executed an amendment.

10. INSURANCE

10.1. STRATA's Insurance. STRATA will obtain the following coverages:

10.1.1. Statutory Workers' Compensation/Employer's Liability Insurance;

10.1.2. Commercial General Liability Insurance with a combined single limit of \$1,000,000;

10.1.3. Automobile Liability Insurance, including liability for all owned, hired and non-owned vehicles with minimum limits of \$1,000,000 for bodily injury per person, \$1,000,000 property damage, and \$1,000,000 combined single limit per occurrence; and,

10.1.4. Professional Liability Insurance in amounts of \$1,000,000 per claim and annual aggregate.

10.2. Certificates of Insurance. Upon request, STRATA and Client will each provide the other with certificate(s) of insurance evidencing the existence of the policies required herein. Except for Professional Liability and Workers' Compensation Insurance, all policies required herein shall contain a waiver of subrogation.

11. OWNERSHIP AND USE OF DOCUMENTS

11.1. Client Documents. All documents provided by Client will remain the property of Client. STRATA will return all such documents to Client upon request, but may retain file copies of such documents.

11.2. STRATA's Documents. Unless otherwise agreed in writing, all documents and information prepared by STRATA or obtained by STRATA from any third party in connection with the performance of Services, including, but not limited to, STRATA's reports, boring logs, maps, field data, field notes, drawings and specifications, laboratory test data and other similar documents (collectively "Documents") are the property of STRATA. STRATA has the right, in its sole discretion, to dispose of or retain the Documents.

11.3. Use of Documents. All Documents prepared by STRATA are solely for use by Client and will not be provided by either party to any other person or entity without STRATA's prior written consent.

11.3.1. *Use by Client.* Client has the right to use the Documents for purposes reasonably connected with the Project for which the Services are provided, including design and licensing requirements of the Project.

11.3.2. *Use by STRATA.* STRATA retains the right of ownership with respect to any patentable concepts or copyrightable materials arising from its Services and the right to use the Documents for any purpose.

11.4. Electronic Media. STRATA may agree at Client's request to provide Documents and information in an electronic format. Client recognizes that Documents or other information recorded on or transmitted as electronic media are subject to undetectable alteration due to (among other causes) transmission, conversion, media degradation, software error, or human alteration. Accordingly, all Documents and information provided by STRATA in electronic media are for informational purposes only and not as final documentation. Accordingly, any reliance thereon is deemed to be unreasonable and unenforceable. The signed and/or stamped hard copies of the Documents are the only true contract documents of record. Unless otherwise defined in the Scope of Services, STRATA's electronic Documents and media will conform to STRATA's standards. STRATA will provide any requested electronic Documents for a 30-day acceptance period, and STRATA will correct any defects reported by Client to STRATA during this period. STRATA makes no warranties, either express or implied, regarding the fitness or suitability of any electronic Documents or media.

11.5. Unauthorized Reuse and Reliance. No party other than Client may rely, and Client will not represent to any other party that it may rely on Documents without STRATA's express prior written consent, receipt of additional compensation by STRATA, and the written agreement of the party seeking reliance to be bound to the same terms and conditions as Client. Client will not permit disclosure, mention, or communication of, or reference to the Documents in any offering circular, securities offering, loan application, real estate sales documentation, or similar promotional material without STRATA's express prior written consent.

Any reuse or modification of the Documents, including Documents in an electronic format, by Client or anyone obtaining them through Client will be at Client's sole risk and without liability to STRATA. Client will indemnify and hold STRATA harmless from all claims, demands, actions, and expenses (including reasonable attorney's fees, expert fees, and other costs of defense) arising out of or in any way related to the reuse or modification of the Documents by Client or anyone obtaining them through Client. Client further releases and agrees to indemnify and hold harmless STRATA from and against any claim, action or proceeding brought by any party claiming to rely upon information or opinions contained in the Documents provided to such person or entity, published, disclosed or referred to without STRATA's prior written consent.

12. SAMPLES AND CUTTINGS

12.1. Sample Retention. If STRATA provides laboratory testing or analytic Services, STRATA will preserve such soil, rock, water, or other samples as it deems necessary for the Project, but no longer than 45 days after issuance of any Documents that include the data obtained from these samples. Client will promptly pay and be responsible for the removal and lawful disposal of all contaminated samples, cuttings, Hazardous Materials, and other hazardous substances.

Proposal No./Date:	TF23207A - 11/27/2023	Client Name:	City of Hailey
Project Name:	City of Hailey Water Division Building	Project Location:	Hailey, Idaho

5.3. Rights of Entry. Provide access to and/or obtain permission for STRATA to enter upon all property, whether or not owned by Client, as required to perform and complete the Services. STRATA will operate with reasonable care to minimize damage to the Project Site(s). However, Client recognizes that STRATA's operations and the use of investigative equipment may unavoidably alter conditions or affect the environment at the existing Project Site(s). The cost of repairing such damage will be borne by Client and is not included in the fee unless otherwise stated.

5.4. Relevant Information. Supply STRATA with all information and documents in Client's possession or knowledge which are relevant to STRATA's Services. Client warrants the accuracy of any information supplied by it to STRATA, and acknowledges that STRATA is entitled to rely upon such information without verifying its accuracy. Prior to the commencement of any Services in connection with a specific property, Client will notify STRATA of any known potential or possible health or safety hazard existing on or near the Project Site, with particular reference to Hazardous Materials or conditions.

5.5. Subsurface Structures. Correctly designate on plans to be furnished to STRATA, the location of all subsurface structures, such as pipes, tanks, cables and utilities within the property lines of the Project Site(s), and be responsible for any damage inadvertently caused by STRATA to any such structure or utility not so designated. STRATA is not liable to Client for any losses, damages or claims arising from damage to subterranean structures or utilities that were not correctly shown on plans furnished by Client to STRATA.

6. UNANTICIPATED AND CHANGED CONDITIONS

Actual subsurface conditions may vary from those encountered in the specific locations where STRATA conducts its explorations. STRATA can only base its site data, interpretations and recommendations on information reasonably available to it. Practical limitations on available data will result in some level of uncertainty, and therefore risk, with respect to the interpretation of environmental, geological and geotechnical conditions even when STRATA follows the standard of care. If STRATA discovers conditions or circumstances that it had not contemplated at the commencement of this Agreement ("Changed Conditions"), STRATA will notify Client in writing of the Changed Conditions. Client and STRATA agree that they will then renegotiate in good faith the terms and conditions of this Agreement. If STRATA and Client cannot agree upon amended terms and conditions within 30 days after notice, STRATA may terminate this Agreement and be compensated as set forth in Section 16, "Termination." Underground utilities and other structures that are not properly located on plans and specifications provided to STRATA will be considered a Changed Condition under this clause.

7. HAZARDOUS MATERIALS

Client understands that STRATA's Services under this Agreement are limited to geotechnical engineering and that STRATA has no responsibility to locate, identify, evaluate, treat or otherwise consider or deal with Hazardous Materials. Client is solely responsible for notifying all appropriate federal, state, municipal or other governmental agencies, including the potentially affected public, of the existence of any Hazardous Materials located on or in the Project site, or located during the performance of this Agreement. The existence or discovery of Hazardous Materials constitutes a Changed Condition under this Agreement. Client further agrees to indemnify and hold STRATA harmless from any claims related to Hazardous Materials that may be brought or filed by third parties due to the services provided by STRATA under this Agreement, except to the extent caused by the sole negligence of STRATA.

8. CERTIFICATIONS

Client agrees not to require that STRATA execute any certification with regard to Services performed or Work tested and/or observed under this Agreement unless: 1) STRATA believes that it has performed sufficient Services to provide a sufficient basis to issue the certification; 2) STRATA believes that the Services performed or Work tested and/or observed meet the criteria of the certification; and 3) STRATA has reviewed and approved in writing the exact form of such certification prior to execution of this Agreement. Any certification by STRATA is limited to an expression of professional opinion based upon the Services performed by STRATA, and does not constitute a warranty or guarantee, either expressed or implied. Any such certification in no way relieves the contractor or any other party from meeting requirements imposed by contract or other means, including industry standards. Client further agrees not to make resolution of any dispute with the STRATA or payment of any sums due STRATA in any way contingent on STRATA signing any such certification or similar document.

9. ALLOCATION OF RISK

9.1. Limitations of Remedies. In recognition of the relative risks and benefits of the project to Client and STRATA, the risks are allocated such that Client agrees, to the fullest extent permitted by law, that the total cumulative liability of STRATA, its subconsultants and subcontractors, and all of their respective shareholders, directors, officers, employees and agents (collectively "STRATA Entities"), to Client arising from Services under this Agreement, including any Indemnity obligation, any defense costs and attorney's fees, and any consequential damages which may be due under this Agreement, will not exceed the gross compensation received by STRATA under this Agreement or \$50,000, whichever is greater; provided, however, that such liability is further limited as described below. This limitation applies to all lawsuits, claims or actions that allege errors or omissions in STRATA Entities Services, whether alleged to arise in tort, contract, warranty, or other legal theory. Client further agrees to require any contractor or subcontractor who may perform work in connection with any design, report or study by STRATA to include a like indemnity and limitation of remedies clause in favor of STRATA. Client and STRATA agree that this clause was expressly negotiated and agreed upon.

9.2 Indemnification.

9.2.1. Indemnification of Client. Subject to all otherwise applicable statutes of limitations and repose and the provisions and limitations of this Agreement, including section 9.1 above, STRATA agrees to indemnify and hold harmless Client, its shareholders, officers, directors, and employees from and against any and all third party claims, suits, liabilities, damages, expenses, or losses (including reimbursement of reasonable attorney's fees and costs of defense), (collectively "Losses") to the extent caused by STRATA's negligent performance of its Services under this Agreement. With regard to any claim alleging STRATA's negligent performance of professional services, STRATA's defense obligation under this indemnity paragraph means only the reimbursement of reasonable defense costs to the proportionate extent of its actual indemnity obligation hereunder. The indemnity obligations provided under this section shall only apply to the extent such Losses are determined by a court of competent jurisdiction or arbitrator to have been caused by the negligence of STRATA.

9.2.2. Indemnification of STRATA. Client will indemnify and hold harmless STRATA Entities from and against any and all Losses to the extent caused by the negligence or willful misconduct of Client, its employees, agents and contractors. In addition, except to the extent caused by STRATA's sole negligence, Client expressly agrees to indemnify and hold harmless STRATA Entities from and against any and all Losses arising from or related to the existence, disposal, release, discharge, treatment or transportation of Hazardous Materials, or the exposure of any person to Hazardous Materials, or the degradation of the environment due to the presence, discharge, disposal, release of or exposure to Hazardous Material.

Proposal No./Date:	TF23207A - 11/27/2023	Client Name:	City of Hailey
Project Name:	City of Hailey Water Division Building	Project Location:	Hailey, Idaho

STRATA
GENERAL CONDITIONS FOR GEOTECHNICAL ENGINEERING SERVICES

1. DEFINITIONS

- 1.1. Contract Documents.** Plans, specifications, and agreements between Client and Contractors, including addenda, amendments, supplementary instructions, and change orders.
- 1.2. Contractor.** The contractor or contractors retained to construct the Project for which STRATA is providing Services under this Agreement.
- 1.3. Day(s).** Calendar day(s) unless otherwise stated.
- 1.4. Hazardous Materials.** The term Hazardous Materials means any toxic substances, chemicals, radioactivity, pollutants, or other materials, in whatever form or state, known or suspected to impair the environment in any way whatsoever. Hazardous Materials include, but are not limited to, those substances defined, designated or listed in any federal, state or local law, regulation or ordinance concerning hazardous wastes, toxic substances or pollution.
- 1.5. Services.** The Services provided by STRATA as set forth in this Agreement, the SCOPE OF SERVICES and any written amendment to this Agreement.
- 1.6. Work.** The labor, materials, equipment and services required to complete the work described in the Contract Documents.

2. SCOPE OF SERVICES

STRATA will perform the Services set forth in the attached SCOPE OF SERVICES.

- 2.1. Changes in Scope.** If STRATA provides Client with a writing confirming a change in the SCOPE OF SERVICES, it will become an amendment to this Agreement unless Client objects in writing within 5 business days after receipt. All Services performed by STRATA on the Project are subject to the terms and limitations of this Agreement. If Services are performed, but the parties do not reach agreement concerning modifications to the SCOPE OF SERVICES or compensation, then the terms and limitations of this Agreement apply to such Services, except for the payment terms. The parties agree to resolve disputes concerning modifications to scope or compensation pursuant to Section 17, "Disputes."
- 2.2. Licenses.** STRATA will procure and maintain business and professional licenses and registrations necessary to provide its Services.
- 2.3. Excluded Services.** STRATA's Services under this Agreement include only those Services specified in the SCOPE OF SERVICES, OR A WRITTEN AMENDMENT(S) THERETO. STRATA shall have no other responsibility or obligation except as agreed to in writing.
- 2.3.1. General.** Client expressly waives any claim against STRATA resulting from its failure to perform recommended additional Services that Client has not authorized STRATA to perform, and any claim that STRATA failed to perform services that Client instructs STRATA not to perform.

3. PAYMENTS TO STRATA

- 3.1. Basic Services.** STRATA will perform all Services set forth in the attached SCOPE OF SERVICES AND PRELIMINARY FEE ESTIMATE for the amount(s) set forth therein.
- 3.2. Additional Services.** Any Services performed under this Agreement, except those Services expressly identified in the attached SCOPE OF SERVICES, will be provided on a time and materials basis unless otherwise specifically agreed to in writing by both parties.
- 3.3. Estimate of Fees.** To the best of its ability, STRATA will perform the Services and accomplish the objectives of this Agreement within any written cost estimate provided by it. Client recognizes that changes in scope and schedule, and unforeseen circumstances can all influence the successful completion of Services within the estimated cost. The use of an estimate of fees or of a "not to exceed" limitation is not a guarantee that the Services will be completed for that amount; rather, it indicates that STRATA shall not incur fees and expenses in excess of the estimate or limitation amount without obtaining Client's agreement to do so.
- 3.4. Rates.** Client will pay STRATA at the rates set forth in the PRELIMINARY FEE ESTIMATE.
- 3.4.1. Changes to Rates:** Client and STRATA agree that the PRELIMINARY FEE ESTIMATE is subject to periodic review and amendment, as appropriate to reflect STRATA's then-current fee structure. STRATA will give Client at least 30 days advance notice of any changes. Unless Client objects in writing to the proposed amended fee structure within 30 days of notification, the amended fee structure will be incorporated into this Agreement and will then supersede any prior fee structure. If Client timely objects to the amended fee structure, and STRATA and Client cannot agree upon a new fee structure within 30 days after notice, STRATA may terminate this Agreement and be compensated as set forth under Section 16, "Termination."
- 3.5. Payment Timing; Late Charge.** All invoices are due upon receipt. All amounts unpaid 30 days after the invoice date will include a late payment charge from the date of the invoice, at the rate of 1-1/2% per month or the highest rate permitted by law. In addition, STRATA may suspend performance of the Services when such failure to pay continues for fifteen (15) days following notice to Client of the same.
- 3.6. Payment Disputes.** If Client objects to any portion of an invoice, Client must so notify STRATA in writing within ten (10) days of the invoice date, identifying in such notice the cause of the disagreement. The parties will immediately make every effort to resolve the disputed portion of the invoice. Payment thereafter will first be applied to accrued interest and then to the unpaid principal amount.

4. STANDARD OF PERFORMANCE; DISCLAIMER OF WARRANTIES

- 4.1. Level of Service.** STRATA offers different levels of geotechnical engineering Services to suit the desires and needs of different clients. Although the possibility of error can never be eliminated, more detailed and extensive Services yield more information and reduce the probability of error, but at increased cost. Client must determine the level of Services adequate for its purposes. Client has reviewed the SCOPE OF SERVICES and has determined that it does not need or want a greater level of Services than that being provided.
- 4.2. Standard of Care.** Subject to the limitations inherent in the agreed SCOPE OF SERVICES as to the degree of care, the amount of time and expenses to be incurred, and subject to any other limitations contained in this Agreement, STRATA will perform its Services consistent with that level of care and skill ordinarily exercised by other professional engineers practicing in the same locale and under similar circumstances at the time the Services are performed.
- 4.3. No Warranty.** No warranty, express or implied, is included or intended by this Agreement.
- 4.4. No Fiduciary Duty.** Client agrees that STRATA has been engaged to provide technical professional services only and that STRATA does not owe a fiduciary responsibility to Client or to the project Owner, if different from Client.

5. CLIENT'S RESPONSIBILITIES

In addition to payment for the Services performed under this Agreement, Client agrees to:

- 5.1. Cooperation.** Assist and cooperate with STRATA in any manner necessary and within its ability to facilitate STRATA's performance under this Agreement.
- 5.2. Representative.** Designate a representative with authority to receive all notices and information pertaining to this Agreement, communicate Client's policies and decisions, and assist as necessary in matters pertaining to the Project and this Agreement. Client's representative will be subject to change by written notice.

Proposal No./Date:	TF23207A - 11/27/2023	Client Name:	City of Hailey
Project Name:	City of Hailey Water Division Building	Project Location:	Hailey, Idaho

result of the incorporation of such design changes required by the Client. In addition, STRATA shall be compensated for services necessary to incorporate recommended value engineering changes into reports, drawings, specifications, bidding or other documents.

18.8 Precedence. These General Conditions take precedence over any inconsistent or contradictory provisions contained in any other agreement term, proposal, purchase order, requisition, notice to proceed, or other document regarding STRATA's services.

STRATA Signature: _____ Printed Name: _____

Title: _____ Date: _____

Client Signature: Martha Burke Printed Name: Martha Burke, Mayor
 Title: Mayor Date: 11/30/23



Return to Agenda

AGENDA ITEM SUMMARY

DATE: 12/06/2023 **DEPARTMENT:** Community Development **DEPT. HEAD SIGNATURE:** RD

SUBJECT:

Alcohol Beverage Licenses

AUTHORITY: ID Code _____ IAR _____ City Ordinance/Code 5.04, 5.08, 5.12
(IFAPPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

Alcohol License

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IFAPPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

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

PA Spirits, LLC

ADMINISTRATIVE COMMENTS/APPROVAL:

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

ACTION OF THE CITY COUNCIL:

Date _____
City Clerk _____

FOLLOW-UP:

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



APPLICATION FEE: \$150.00
Sign Permit: +\$100.00

Account #: 1944
Official use only

BUSINESS LICENSE APPLICATION

NOTE: IT IS ADVISABLE THAT APPLICANTS RECEIVE APPROVAL OF THEIR APPLICATION(S) PRIOR TO LEASING OR PURCHASING A UNIT OR BUILDING.

- Incomplete Applications will not be processed and will be returned to the Applicant.
- A separate license is required for each distinct physical location of your business.
- If your Business moves to a new location, a new Business License will be required.
 - Additional information may be requested by a City Department as required.
- If your Business is a Food Service Business, a copy of the Idaho South Central Health District Permit must be attached.

BUSINESS BASICS

Business Name: PA SPIRITS LLC DBA PARTY ANIMAL VODKA
 Physical Address: 117 N RIVER ST. HAILEY ID 83333 Unit/Suite #: _____
 Mailing Address: PO BOX 4833 KETCHUM ID 83340
 Telephone No. 818 205 3091 Fax No.: _____
 Email Address: KCULLEN@PARTYANIMALVODKA.COM Website Address: _____
 Owner Name: KATHERINE HANSON Telephone No. 818 205 3091
 Manager Name: _____ Telephone No. _____
 Business hours: 10 a.m./p.m. 6 a.m./p.m., M o T o W o TH o F o SA o SU o
 Description of type of business being conducted: winery / distillery
 Square footage of the building/unit/space your business will occupy? 2500 sq ft
 Total Employees: 0 Total FTE _____ Estimated Gross Monthly Payroll: \$ 0
*For economic development figures.
 Target Opening Date: 12/19/2023 **NOTE: an approved Business License is required prior to opening. The review process takes at least two (2) weeks. Submit Application at least 3-4 weeks prior to target opening date.**

EMERGENCY CONTACT NAME: JOCH HANSON **PHONE:** 818 8007115

Official use only

RPH 00000420016 Legal Description: Hailey Townsite Sub, Block 42, Lot 1, 2, 3
 Property Owner: Kathryn Gardner Address Box 1200, Hailey, ID 83333
 Zoning District: B Applicable use category listed in Zoning District: Hybrid Production Facility
 Business Activity: (NAICS 6 digit) 312140 NAICS Activity Description Distillery
 Use is: Permitted Conditional Use (Permit Required) Prohibited
 Parking: On-site parking required for specific use: _____ # of parking provided _____
 Sign Permit: Approved and on file Required N/a

PARKING, SIGNS AND USE OF SIDEWALKS

Contact: Community Development, Planning at (208) 788-9815 ext. 2015

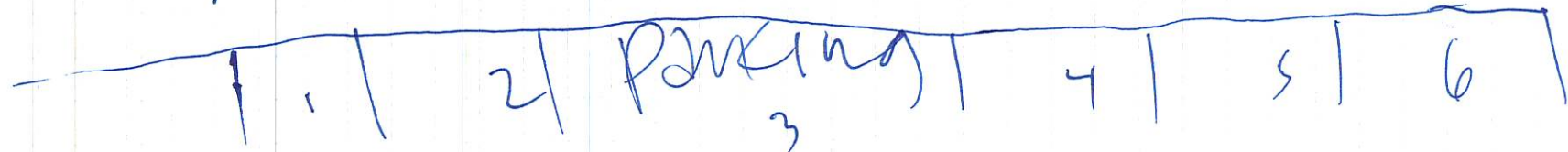
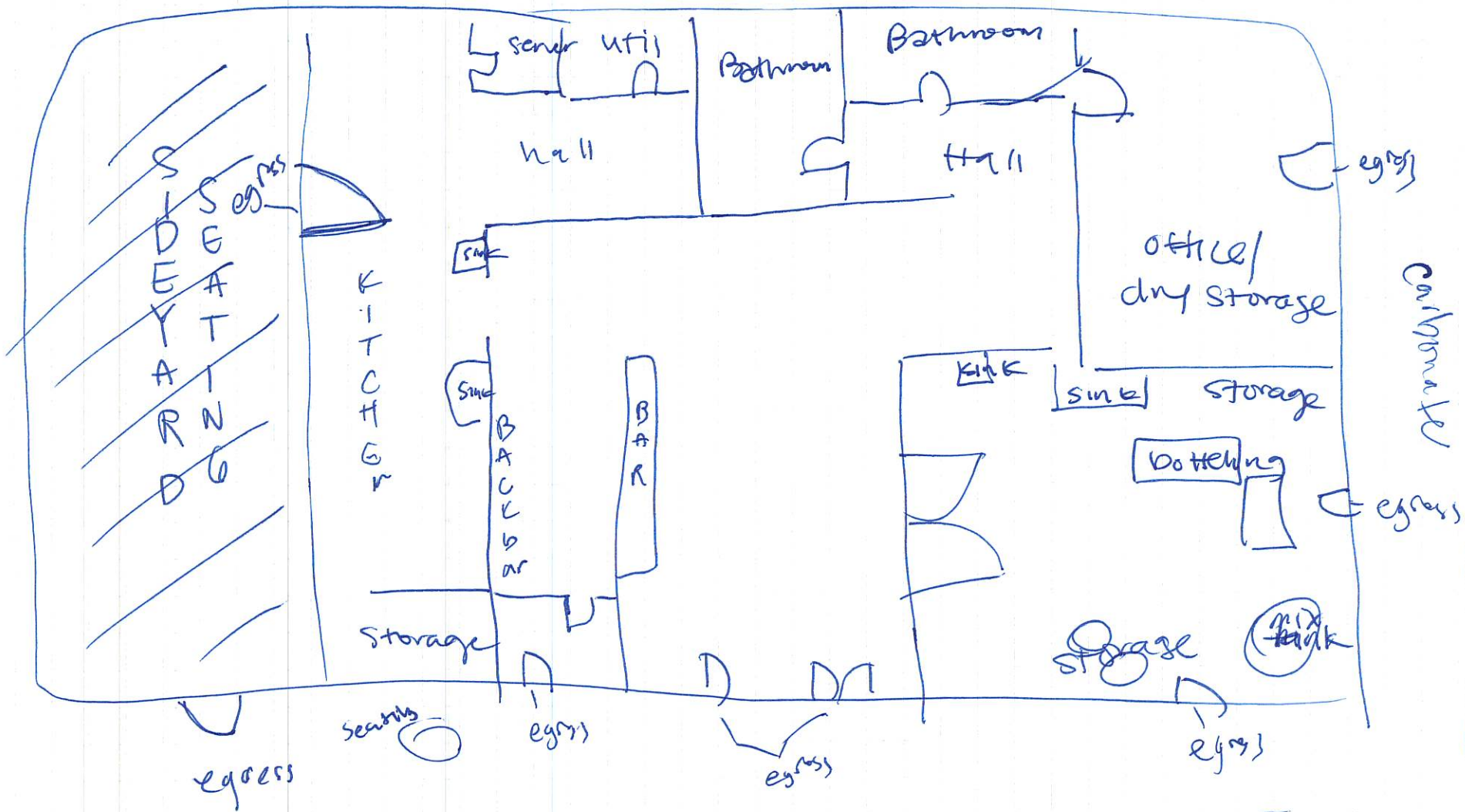
(Please include the sign application and associated documentation for any sign permits.)

1. How many parking spaces are located on the property where your business is located? 6
2. How many other businesses are located in the same building/complex? none
3. Number of existing signs, including other businesses, on the building? 0
4. Size of existing signs on the building(s)? _____
5. Length of the front the building that your business will occupy? 60 ft
6. If you are adding a new sign or changing an existing sign for your business, please attach the following (including this information along with an additional \$50 fee, will constitute a Sign Permit Application).
 - A picture of the building or simple drawing showing the length of the front of the building and the location of the sign on the building property.
 - A color rendering or drawing, including: color(s) of sign, dimensions of all sign faces, descriptions of materials to be used, and manner of construction and method of attachment.
 - For Portable Signs, dimensions of sign and method of weighting/anchoring the sign.
 - For Portable Signs to be located within the Public Right-of-Way, a site plan specifying the Right-of-Way, the adjacent property, and the location of the proposed Portable Sign.
 - A lighting plan for the sign, if applicable.
7. Will any outdoor areas of your business premises or the sidewalk in front of your business be used for sales, displays, vending stands, tables, seating or storage? Yes No

If yes, please attach a diagram of the business property showing the location of these areas in relationship to pedestrian traffic, parking, ingress, egress, disability access and structures (fences, sheds, building, tents, etc.).

Please have property owner sign below for any permanent signs to be attached to the principal building.

Signature:  Date: 12/5/2023



RIVER Street

BUILDING / FIRE

Contact: Building, (208) 788-9815 ext. 2027 and Fire Marshall, (208) 788-3147

- 1. Number of employees? 1
- 2. Do you intend to remodel or alter the exterior or interior space in any manner?
 Yes No

If yes, please briefly describe the proposed improvements:

NOTE: A Building Permit will be required for improvements.

- 3. Please provide a simple floor plan showing the proposed placement of merchandising stands, racks, furnishings (i.e., desks), temporary walls, etc. Attached
 Unknown at this Time

NOTE: Permanent walls or built-in fixtures will require a Building Permit.

- 4. Are you a new tenant in an existing building? Yes No
If yes, what type of business are you replacing? _____

NOTE: A change of occupancy (for example, retail clothing to restaurant), remodel or alteration, may require upgrades to meet Code Requirements.

The following Fire Code Requirements must be met:

- 1. A fire extinguisher having a minimum rating of 2A:20B; C must be installed in a visible and accessible location not to exceed 75 feet of travel distance. All fire extinguishers must be inspected and tagged annually; visual inspections of fire extinguishers are available free of charge through the Hailey Fire Department.
- 2. All exits and halls leading to the exit must be kept free of all obstructions. All exit door locking devices must be a single action type and cannot require keys or special knowledge to open the exit.
- 3. Some businesses involving industrial occupations such as welding, painting, etc., require an operational permit. Permits may be obtained through the Hailey Fire Department.

WASTEWATER

Contact: Wastewater Department, (208) 578-2211

1. Do you or will you discharge anything other than domestic wastewater to the City wastewater system?
 Yes No
2. Will you be manufacturing a product that will produce metal or wood shavings, liquid or solid residues, or require a cooling bath or batch cleaning as part of the process?
 Yes No
3. Please check all applicable uses existing currently in your business:
 Barber or Beauty Shop: # of chairs _____ # of stations _____
 Cafe or Restaurant: total # of dining seats _____
 Dentist: # of practitioners' _____
 Laundry: # of washing machines _____
 Manufacturing: type _____
 Hotel / Boarding House: # of rooms with cooking facilities _____
 Service Station: # of fuel pumps _____ # of restrooms _____
 Car Wash: # of bays _____
 School / Daycare: # of students _____
4. List the # of the following: toilets 2 sinks 6 floor drains 3
If floor drains are present, please describe where they are located:
under sinks
Are floor drains connected to sewer or dry (shallow injection) well _____
5. Does your business use a dishwasher or sterilizer? Yes No
If yes, what is the operating temperature? _____
6. Does your business use a waste food grinder? Yes No
7. Do you or will you use fats, oils or greases (FOGs) in your business? Yes No
If yes, describe how the spent FOGs are disposed of:

8. Are grease, oil or sand traps and/or interceptors present? n/a
 - a) If yes, how often are they cleaned? _____
 - b) By whom? _____
 - c) Size of traps/interceptors? _____
 - d) Location of traps/interceptors? _____
 - e) If additives are used to dissolve fats, oils and greases, please list chemicals used _____
9. Do you or will you use chemicals/solvents in your business? n/a
 - a) Are these chemicals/solvents store on site? _____
 - b) Are any of these chemicals/solvents store in containers exceeding five (5) gallon capacity? _____
 - c) Is there secondary containment provided for these chemicals/solvents? _____

Note: If chemicals are stored in five (5) gallon or larger containers, a copy of the MSDS (Materials Safety Data Sheet) must be provided to the City of Hailey Wastewater Department.

10. Do you have an Accidental Spill Prevention Plan? _____ (if yes, please attach).

I certify that this document and all attachments were prepared under my direction or supervision, and the information submitted is, to the best of my knowledge and belief true, accurate and complete. Furthermore, I certify that all Fire Code requirements have been met. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment, and/or revocation of City of Hailey Business License, for knowing violation.

Signature: Kalmer M C Date: 12/5/23

Other Items:

If you are a food related business or childcare business, please contact:

South Central Health District:
(208) 788-4335



APPLICATION FEE: \$150.00

Sign Permit: +\$100.00

BUSINESS LICENSE APPLICATION OVERVIEW

- The average processing time for Business License Applications is approximately two weeks.
- The City will do its best to expedite applications, but changes in occupancy, alterations, hazardous materials, or fire and life-safety concerns may require additional time.
- For best satisfaction, it is advisable that Applicants receive approval of their application prior to leasing or purchasing a unit or building.
- A Business License will be issued when each City Department has given its approval for the Application.
- The previous tenant of the proposed location/space for the new business was a Road Bars LLC, DBA fate and craft
- To help expedite, potential Business License Applicant(s) should meet with the following prior to submittal of their Business License Application to discuss specifics as they pertain to:
 - Community Development: (208) 788-9815 ext. 2027
 - Discuss whether zoning and proposed use is appropriate for proposed location/space.
 - Building: (208) 788-9815 ext. 2027
 - Discuss whether proposed use is a change of occupancy, remodel, or alteration. Any of these may require upgrades to meet Code Requirements.
 - Discuss whether proposed improvements/upgrades (permanent walls or built-in fixtures) require a Building Permit.
 - Fire Marshall: (208) 788-3147
 - Discuss whether proposed building/use satisfies Fire Code Requirements, such as fire extinguishers/inspections, exit routes and doors/locks, and whether the Hailey Fire Department will need to issue an Operation Permit.



ALCOHOL BEVERAGE LICENSE APPLICATION CHECKLIST

PLEASE NOTE: The following information must be submitted with your application to be considered for a city of Hailey Alcohol Beverage License.

ALL APPLICANTS:

- A copy of your State of Idaho Alcohol License. ✓
- A copy of your Blaine County Alcohol License. *pending*

If any of the following have *substantially changed*, please provide an up to date copy of each.

1. A detailed statement of the assets and liabilities of the applicant.
2. A copy of the articles of incorporation and bylaws of any corporation; the articles of association and bylaws of any association; or the articles of partnership for any partnership.
3. A certified copy of the lease showing that property owner consents to the sale of liquor by the drink on such premises, if the applicant is not the owner of the property.

I hereby certify that the above documents (1-3) have not *substantially* changed and the information on file from 2013 is the most current and up to date.

Kathleen M. G.
Applicant Signature

12/5/2023
Date

Should any information on this application be subject to change, such change must be reported in writing to City Hall as outlined in Section 5.04.040 of the Hailey Municipal Code.

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



ALCOHOL BEVERAGE LICENSE APPLICATION

APPLICATION FOR:

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

TOTAL DUE: \$ 1050

APPLICATION IS:

New License
 Renewal

Applicant Name: KATHERINE HANSON

Business Name: PA SPIRITS LLC

Business Physical Address: 117 N RIVER STREET HAILEY ID 83333

Business Mailing Address: PO BOX 4033 KETCHUM ID 83340

Business Phone Number: 818)205 3091

Property Owner (if different from applicant): KAG MARITAL EXEMPT TRUST

(Applicant must attach certified copy of lease showing that owner consents to sale of alcohol on premises.)

I hereby certify that the above statements are true, complete and correct to the best of my knowledge. I further certify that I have applied for and received the Idaho State Liquor License (copy attached) and the Blaine County Liquor License (copy attached).

Katherine M. C.
Applicant Signature

12/5/2023
Date

Subscribed and sworn to before me this
5 day of December, 2023.

Michelle Johnson
City Clerk or Designee

Official Use Only	
State License No.	<u>37962, 33238</u>
County License No.	_____
City License No.	<u>1944</u>
Date Approved by Council	_____
_____	_____
Chief of Police	_____

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



PERSONAL AFFIDAVIT IN SUPPORT OF ALCOHOL BUSINESS LICENSE

Full Name: KATHERINE HANSON

SSN: 612 60 7882 DOB: 11/14/1991

Business Address: 117 N RIVER Street Business Phone: (818) 205 3091
Hailey ID 83333

Home Address: 506 Shawn lane Home Phone: _____
Hailey ID 83333

I am or will be: Sole Owner Partner Officer
Director Stock Holder Manager


Do you have any direct or indirect interest in any other business for the sale of alcoholic beverages?
Yes ___ No X
If yes, please explain: _____

Have you ever had an alcohol license denied, suspended or revoked?
Yes ___ No X
If yes, please explain: _____

Have you within the last three (3) years been convicted of any violation in any of these United States relating to the importation, transportation, manufacture or sale of alcoholic liquor or beer?
Yes ___ No X

Have you within the last five (5) years been convicted of, paid a fine, been placed on probation, received a deferred sentence or withheld judgment, or completed any sentence of confinement for any felony?
Yes ___ No X
If yes, please explain: _____

I have read all of the above, and declare under penalty of perjury that each and every statement made is true, correct and complete.


Applicant Signature



BUSINESS QUESTIONNAIRE

Business Name: PA SPIRITS LLC
 DBA Name: PARTY ANIMAL VODKA
 Physical Address: 117 N RIVER ST HAILEY ID 83333

Officers and/or Directors:

Title: president Name: KATHERINE HANSON
 Address: 506 SHAUN LANE HAILEY ID 83333

Title: _____ Name: _____
 Address: _____

Title: _____ Name: _____
 Address: _____

Stockholders

Name: _____ Name: _____
 Address: _____ Address: _____

Name: _____ Name: _____
 Address: _____ Address: _____

Name: _____ Name: _____
 Address: _____ Address: _____

I hereby certify that each officer, director and stockholder is the real party in interest with respect to his portion and is not acting directly or indirectly as an agent, employee or representative to any other person not reported to the board.

[Handwritten Signature]
 Signature

president
 Title

Idaho State Police

Cycle Tracking Number: 146756

Premises Number: 5B-37962 **Retail Alcohol Beverage License**

License Year: 2024
License Number: 37962

This is to certify, that PA Spirits LLC
doing business as: Party Animal Vodka
is licensed to sell alcoholic beverages as stated below at:
117 N River Street, Hailey, Blaine County

Acceptance of a license by a retailer shall constitute knowledge of and agreement to operate by and in accordance to the Alcohol Beverage Code, Title 23. Only the licensee herein specified shall use this license.
County and city licenses are also required in order to operate.

Liquor	No
Beer	Yes <u>\$50.00</u>
Wine by the bottle	Yes <u>\$100.00</u>
Wine by the glass	Yes <u>\$100.00</u>
Kegs to go	No
Growlers	No
Restaurant	No
On-premises consumption	Yes <u>\$0.00</u>
Multipurpose arena	No
Plaza	No

TOTAL FEE: \$250.00

Director of Idaho State Police

Signature of Licensee, Corporate Officer, LLC Member or Partner

PA SPIRITS LLC
 PARTY ANIMAL VODKA
 PO BOX 4833

 KETCHUM, ID 83340
Mailing Address

License Valid: 11/30/2023 - 07/31/2024

Expires: 07/31/2024



Idaho State Police

Cycle Tracking Number: 143314

Premises Number: Z-33238 **Wholesale Alcohol Beverage License**

License Year: 2024

License Number: 33238

This is to certify, that PA Spirits LLC
doing business as: Party Animal Vodka

is licensed to sell alcoholic beverages as stated below at:
117 N River St, Hailey, Blaine County

Acceptance of a license by a retailer shall constitute knowledge of and agreement to operate by and in accordance to the Alcohol Beverage Code, Title 23. Only the licensee herein specified shall use this license.


Signature of Licensee, Corporate Officer, LLC Member or Partner

Brewery	No
Brewers Pub	No
Wholesaler	No
Dealer	No
Kegs to go	No
Importer	Yes <u>\$0.00</u>
Distributor	Yes <u>\$0.00</u>
In-State Direct Shipper	Yes <u>\$0.00</u>
Wine Warehouse	No
Winery	Yes <u>\$300.00</u>

TOTAL FEE: \$300.00

PA SPIRITS LLC
 PARTY ANIMAL VODKA
 PO BOX 4833

 KETCHUM, ID 83340
Mailing Address

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

Expires: 07/31/2024


Director of Idaho State Police



Return to Agenda

AGENDA ITEM SUMMARY

DATE: 12/11/2023 **DEPARTMENT:** Community Development **DEPT. HEAD SIGNATURE:** RD

SUBJECT: Motion to approve and authorize the mayor’s signature on Resolution 2023-_____, a Resolution approving the Proposed Scope of Work, Schedule, Budget and Public Engagement Plan by Jacobs Civil for Hailey’s Comprehensive Plan Update.

AUTHORITY: ID Code _____ IAR _____ City Ordinance/Code Title 16
(IF APPLICABLE)

BACKGROUND: A primary goal within the Community Development Department (CDD) is to update, refine, build upon, and modernize Hailey’s Comprehensive Plan to meet the needs of its current and future citizenry for years to come. As a result, in January 2023, CDD published a Request for Qualifications seeking to contract with a consultant team to assist in this update. CDD received two Request for Qualification (RFQ) Proposals. The firms that submitted RFQs, Jacobs Civil – based in Boise, Idaho; and Logan Simpson -- based in Fort Collins, Colorado, were interviewed by CDD Staff and elected officials. While both teams exuded incredible initiative, creativity, composure, thoughtfulness, and extensive experience in Comprehensive Plan updates, Staff selected the Jacobs Civil team to help assist in this process.

The Jacobs team enthusiastically shared the intent to build upon and bring together former planning efforts to create an updated and timely Comprehensive Plan that solidifies a roadmap for the future of Hailey, further incorporating components of traditional plans, as well as new, transformative ideas, and recommendations, while retaining the historical character of Hailey’s existing Comprehensive Plan.

In April 2023, the City Council reviewed and approved (Resolution 2023-063) an Initial Task Scope, which outlined the initial process and preparation to inform the overarching Scope of Work. The initial effort ensured that the needs of the city and the desires of the community were fully explored, discussed, and reflected in the scope, schedule, and budget of the project. This scoping effort was meant as a prelude to all other tasks and was proposed to be accomplished as a standalone, lump sum task that resulted in a detailed public engagement plan and scope, schedule, and budget for the remainder of the project.

Now, the Proposed Scope of Work, Schedule, Budget, and Detailed Public Engagement Plan for the Comprehensive Plan Update is attached. Staff are excited to embark on this Update in the new year and are fully prepared to provide continual updates to the Mayor, Council, Staff and Hailey’s citizens alike.

Below is a high-level overview of the Schedule and Budget Summary, including Optional Tasks, if we so choose. As of now, Staff and Jacobs Civil intend to commit to the necessary tasks, which total \$179,976. While the overall cost for the Update is greater than originally anticipated, Staff believe the Update is critical in building upon and bringing together former planning efforts to create an updated and timely Comprehensive Plan that solidifies a roadmap for the future of Hailey, and strongly recommends support and approval by the Hailey City Council.

Schedule Summary

Task	2024			
	Winter	Spring	Summer	Fall
1 - Scoping	Complete			
2 - Visioning				
3 - Public Engagement				
4 - Plan Elements				

Budget Summary

Task	Jacobs	GGLO	Agnew::Beck	Clearwater Financial	Total
1 - Scoping	\$4,685	\$2,010	\$2,490	\$690	\$9,875
2 - Visioning	\$11,352	\$18,700	\$8,570	\$1,560	\$38,280
3 - Public Engagement	\$36,297	\$10,230	\$6,270	\$6,435	\$58,120
4 - Plan Elements	\$43,407	\$6,200	\$9,530	\$11,550	\$71,890
Task Total	\$95,741	\$37,140	\$26,860	\$20,235	\$179,976
Optional Tasks					
5 - Redesign Existing Plan	\$6,588	\$40,300	0	0	\$46,888
6 - Review Existing Regs	\$5,856	0	\$1,740	0	\$7,596
7 - Public Hearing Support	\$4,638	<i>Time & Materials Estimate</i>			\$4,638
Optional Task Total	\$17,082	\$40,300	\$1,740	0	\$59,122
All Tasks	\$112,823	\$77,440	\$28,600	\$20,235	\$239,098

Further details of the Scope of Work, Budget, Schedule, as well as the Final Public Engagement Plan are attached.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

___ City Attorney ___ City Administrator ___ 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 and authorize the mayor's signature on Resolution 2023-_____, a Proposed Scope of Work, Schedule, and Budget by Jacobs Civil for Hailey's Comprehensive Plan Update, which outlines the overall scope of work, schedule, and budget for the update.

ADMINISTRATIVE COMMENTS/APPROVAL:

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

CITY OF HAILEY
RESOLUTION NO. 2023-_____

RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY TO SIGN A SCOPE OF WORK SCOPE, TASK ORDER NO. 3 - SUPPLEMENT, WITH JACOBS ENGINEERING GROUP, INC., FOR CONTRACT FOR SERVICES RELATED TO HAILEY'S COMPREHENSIVE PLAN UPDATE.

WHEREAS, the City of Hailey desires to contract with Jacobs Engineering, Inc., for a variety of planning, zoning and community development work related to the update of Hailey's Comprehensive Plan.

WHEREAS, the City of Hailey and Jacobs Engineering, Inc., have agreed to the terms and conditions of the Scope of Work, Task Order No. 3 - Supplement, 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 Task Order No. 3 – Supplement, with Jacobs Engineering Group, Inc.

Passed this ____ day of December, 2023

City of Hailey

Martha Burke, Mayor

ATTEST:

Mary Cone, City Clerk

Task Order No.: 3 - Supplement

Effective Date: December 11, 2023

This Task Order is entered into on the effective date noted above pursuant to the "Master Professional Services Agreement" between City of Hailey, Idaho, ("Client") and Jacobs Engineering Group Inc. ("JACOBS"), executed October 28, 2022, ("Agreement"). The Agreement is incorporated herein and forms an integral part of this Purchase Order. However, in case of conflict, the terms of the Agreement shall control.

Services Authorized

Client authorizes JACOBS to perform the Services described in Supplement to Exhibit A attached hereto and incorporated herein.

Pricing

Additional fee of \$170,101.00 to the current Task Order value of \$9,875.00, for a total Firm Fixed Price of \$179,976.00, per attached Supplement to Exhibit A - Task Order No. 3

Schedule as outlined in attached Supplement to Exhibit A - Task Order No. 3

JACOBS ENGINEERING GROUP INC.

CITY OF HAILEY, IDAHO

By: _____

By: _____

Title: Manager of Projects

Title: _____

Date: 12/05/2023

Date: _____

FINAL SCOPE OF WORK

December 4, 2023

Task 1 — Kick-off & Scoping - COMPLETE

Task 2 — Data + Visioning \$39,840

Building on the scoping work, Task 2 is the visioning phase of the project and will build a solid foundation for moving to the next phase of work. In this Task we will be focused on gathering data and documenting the existing conditions within the city to establish a common understanding of where we are at present, which will inform the drafting of a vision of the future. Understanding a community's vision for the future is fundamentally important to a successful Comprehensive Plan update. It will shape the goals and policies of the Plan and guide implementation over the ten-year planning horizon. The specific work elements in this phase are:

2.1 Develop a Community Profile \$8,570

Utilizing the most recent and reliable socio-economic information available, the team will create a detailed community profile highlighting trends in population, demographics, housing and economic indicators for the City of Hailey and nearby comparable communities. The community profile will show the progression of trends over the past ten years, and whenever possible will project data ten years forward.

2.2 Existing Conditions Inventory & Report \$11,010

The team will work closely with the city to identify important documents and data sources, to streamline data collection efforts, and review existing planning materials. The report will build on and incorporate the Community Profile and will inform the development of the Future Land Use Plan in Task 3.

2.3 Community Vision & Goals \$18,700

We will facilitate a community conversation to develop a strong overall vision statement, providing a foundation for the development of goals and implementation strategies in Task 3. Visioning conversations will focus on common hopes and dreams for the community and will help community members explore value statements as well as guide consideration of strengths, weaknesses, concerns, and opportunities.

Tasks

- 2.1 Develop Community Profile
- 2.2 Existing Conditions Inventory
- 2.3 Develop Vision Statement & Goals

Deliverables

- Existing Conditions Inventory Report (Draft & Final)
- Community engagement summary
- Vision statement (Draft & Final)

Schedule

- **August – November 2023**

Task 3 — Public Engagement \$58,120

See attached Exhibit B, Detailed Public Engagement Plan.

Tasks

- 3.1 Project branding and messaging
- 3.2 Project website
- 3.3 Project listserv and targeted emails
- 3.4 Stakeholder contact list
- 3.5 Direct mailings
- 3.7 Advisory committee meetings
- 3.8 Longer public survey
- 3.9 Public workshop/open house
- 3.10 Intercept survey
- 3.11 Story Map

Deliverables

- Project brand (logo, tagline, color scheme, and font) (1)
- Project website copy (1)
- Project listserv (1) and targeted emails (3)
- Stakeholder contact list (1)
- Postcard (1)
- Meeting materials (agenda, facilitation guide/taking points, slide deck, and discussion questions/activities) for up to 3 advisory committee meetings.
- Longer public survey (1)
- Meeting materials (agenda, facilitation guide/talking points, slide deck, handouts (2), and feedback collection activities) for up to 2 in-person or virtual public meetings/open houses.
- Intercept survey (1) and intercept opportunities calendar (1)
- Copy and map package(s) for online Story Map (1)

Schedule

- **January 2024-October 2024**

See attached Exhibit B, Detailed Public Engagement Plan

Assumptions

- City will support all printing, mailings, and translation costs.
- Consultant staff will support engagement opportunities virtually, unless in-person attendance is requested by the City, which will be considered additional effort and billed on a time and materials basis.
- All deliverables will undergo two rounds of client review before finalizing and will be delivered electronically.
- Engagement status updates and coordination will be integrated into the larger project check-in schedule. As needed, separate check-in meetings will be scheduled.
- Consultant staff will develop initial branding and messaging. City staff will review and refine. Upon request, consultant staff can develop materials for stakeholders to distribute through their communication channels.
- Consultant staff will draft content for City staff to upload and maintain on the City's website.
- City staff will maintain the listserv, with support from consultant staff, as needed. This could include consultant staff inputting hand-written contact information into the electronic tracking sheet. Consultant staff will draft targeted emails for the City to send out to promote engagement opportunities and project updates.
- Leveraging existing city contact lists, consultant staff will merge lists together to create a single database. City staff will support filling in any gaps in information.
- Consultant staff will design the postcard for City staff to coordinate mailing and compile the mailing list.
- Consultant staff will develop meeting materials (see deliverables above) for advisory committee meetings and public meetings/open houses. A "master" set of meeting materials will be developed for each engagement type, which can be tailored for each audience. Up to two handouts/take aways will be developed to provide project information for attendees. Up to two consultant staff will virtually attend each meeting to provide subject matter expertise and notetaking support. City staff will lead/facilitate each meeting. City staff will coordinate meeting dates, locations, and invites.
- Consultant staff will draft and finalize the survey questions for the City to format (i.e. inputting questions into survey software) distribute.
- Handouts developed for the public meetings can be repurposed for other in-person engagement opportunities, including the intercept survey tabling events.
- Consultant staff will support the development of the StoryMap content (text and map packages) as well as provide development guidance, if needed, for City staff.
- Informal summaries from each engagement opportunity (meetings, surveys, etc.) will be compiled to consolidate feedback for the project team. The City will be responsible for any formal deliverable summary of community feedback and public engagement activities.

Task 4 — Update Comprehensive Plan Elements \$71,890

The general approach for updating the Comprehensive Plan Elements will be to:

- Create a policy analysis framework based on the vision, values, and existing conditions found in the outreach and conditions analysis.
- Foster collaboration between the consultant team and the City to inform updated goals and policies through the lens of the vision statement.
- Ensure both internal and external consistency between element policies, city policies, and state law.
- Consider an implementation framework for the Comprehensive Plan's updated goals and policies.

The Comprehensive Plan Update will include a complete rewrite of the elements noted below (some having been completed in Task 2) and will be compiled into a standalone update to the existing comprehensive plan. Alternatively, we've scoped a separate Task 4 to update the entire existing comprehensive plan incorporating the newly written elements, streamlining content and verbiage, adding graphics and maps while imposing a consistent format and graphic design.

4.1 Future Land Use \$15,000

Utilizing the data gathered in Task 2 and the input of the community through the public engagement process, we will develop the Future Land Use Plan. The analysis will consider whether existing land capacity and zoning are sufficient to accommodate projected growth assumptions over the next 10–20 years and will be an appropriate basis for launching a community visioning exercise to set a strategy for future development and zoning changes. The following factors will be considered in the development of the Future Land Plan:

- Balanced, sustainable revenue streams
- Jobs-to-housing balance
- Housing for all segments of the workforce
- Opportunities to capitalize on underutilized properties in urban renewal districts, generating new increment revenue and potentially creating new districts
- Adequate land to diversify the economic base
- Commercial and residential infill
- Impact of public amenities (utilities, parks, pathways, educational facilities) on the community's economy

4.2 Mobility + Transportation \$15,000

Building on the Hailey Downtown Strategic Plan and the Master Transportation Plan (and the input of the community), we will update the Transportation Element with an emphasis

on opportunities for an enhanced network of bicycle and pedestrian facilities and access to public transit.

4.3 Economic Development \$12,130

We will develop high level strategies to support economic development emphasizing internal, local, and regional partnerships. This element will be developed through engagement with local businesses to develop a solid understanding of the current commercial real estate market, the downtown core and its customers, major employers and their industries, other organizational entities as well as educational and social support systems will provide the input to ensure final goals and objectives are viable. Long-term funding strategies will be evaluated including urban renewal tax increment financing, low-income tax credits, state and federal grants and loan programs.

4.4 Housing \$10,650

Building on the ongoing 2023 Housing Needs Assessment, the team will craft housing goals and policies that capture national and local housing best practices and directly address the identified community housing needs for Hailey and the surrounding community. In addition, the creation of materials and tools to help share housing needs and development considerations with the public will increase local understanding of housing issues and how the community can address housing gaps.

4.5 Compile Draft 2024 Comprehensive Plan Update \$19,110

Tasks

- 4.1 Future Land Use Element
- 4.2 Mobility & Transportation Element
- 4.3 Economic Development Element
- 4.4 Housing Element
- 4.5 Compile & Edit all Elements into the 2024 Comprehensive Plan Update

Deliverables

- Draft Comprehensive Plan Elements (Draft & Final)
- 2024 Comprehensive Plan Update (Draft & Final)

Schedule

- January 2024 – August 2024

OPTIONAL TASKS (not included in this supplemental task order, subject to a separate contract at the City's discretion)

Task 5 — Redesign the Existing Comprehensive Plan Document \$46,690

At the City's request we will leverage our branding and graphic design expertise to revise the current Comprehensive Plan Document. We will impose an appropriate hierarchy including proper headings and subheadings, color, photographs, and graphics while incorporating the newly created elements within the existing document. The final deliverable will be a document that is marketing quality, intuitive, easy to use, and equally usable in both digital and printed format.

Task 6 — Review Development & Zoning Regulations \$7,420

Once new goals and policies have been drafted and reviewed, our team will conduct an audit of Hailey's land use regulations and identify whether existing City standards present barriers to implementation of the community's revised vision and long-range plan. The deliverable for this task will be a memo which presents these findings in order of priority or impact so the City may phase future updates to development regulations if necessary.

Task 7 — Adoption Assistance – T&M

To successfully adopt the updated Comprehensive Plan, it will be critical to provide the Planning Commission and City Council with regular updates, briefings, and workshops. At certain points in the project joint workshops with both elected bodies may be appropriate and efficient. Our team can support City staff to prepare meeting materials, attending, presenting, and facilitating at meetings and workshops, virtually or in person. It is important for elected and appointed officials to understand the project timeline, cadence of events, and deliverables. We recommend setting agendas timepoints at the outset of the project to keep decision makers informed.

Schedule Summary

Task	2024			
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2 - Visioning				
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4 - Plan Elements				

Budget Summary

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Task Total	\$95,741	\$37,140	\$26,860	\$20,235	\$179,976
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6 - Review Existing Regs	\$5,856	0	\$1,740	0	\$7,596
7 - Public Hearing Support	\$4,638	<i>Time & Materials Estimate</i>			\$4,638
Optional Task Total	\$17,082	\$40,300	\$1,740	0	\$59,122
All Tasks	\$112,823	\$77,440	\$28,600	\$20,235	\$239,098

Final Public Engagement Plan

Hailey Idaho Comprehensive Plan Update

December 4, 2023

Jacobs

Hailey Comprehensive Plan – Engagement Plan Framework

Comprehensive planning processes have sweeping implications for the future of our communities and often tackle large, complicated issues. With the many requests for attention that barrage us daily, it can be difficult to stay informed of, and participate in, planning efforts that may at first glance appear to have little effect on our daily lives. This public involvement plan is an important scaffold in the framework to help ensure that all voices in Hailey are heard as the City endeavors to create a plan that matches the needs and desires of the community.

Mission

The overarching mission of this public involvement plan is to ***create an inclusive and effective public and stakeholder engagement process that reflects the needs and priorities of the community and informs the implementation of the comprehensive plan to ensure long-term success.***

Goals

The following goals were developed at the scoping meeting to help translate the mission of this public involvement plan into actions and measurable outcomes.

1. **Create a recognizable and approachable project brand that resonates with community values and goals of the comprehensive plan.**
2. **Ensure a representative group of stakeholders are invited and engaged throughout all phases of the comprehensive planning process.**
3. **Work with known stakeholder groups to engage other segments of the population who may not traditionally be involved in planning initiatives.**
4. **Transparently share information about the purpose, process, and potential impacts of the comprehensive plan update.**
5. **Listen to the community and incorporate ideas, and address concerns related to the comprehensive plan, its implementation, and outcomes.**
6. **Identify priority projects that are supported by the public and key stakeholder groups.**
7. **Create a vehicle for evaluation that can be utilized to track the success of outreach initiatives now, and for future processes.**
8. **Establish processes and outreach tools that are applicable to future engagement efforts.**

Metrics of Success

To evaluate the success of public and stakeholder engagement efforts conducted through this comprehensive planning process, the City should track the following information.

1. **Scale of Reach** – How many respondents are participating at each point of outreach? When possible, compare to previous efforts from this project and past initiatives.
2. **Topic Coverage** – Are the responses providing meaningful input around key topic areas including housing, transportation, economic development, land use, recreation, and other requirements of the Local Land Use and Planning Act?
3. **Inclusivity** – Is the City receiving participation from a representative range of community stakeholders? If not, what additional outreach methods are necessary to build awareness and participation?
4. **Partner Participation** – In addition to tracking community representation, the City should monitor participation from partner agencies (State and Local Governments, Service Providers, Major Employers, other City departments, etc.). Whenever possible use this process to build stronger relationships with partners.
5. **Creating a Stakeholder Database** – The City should utilize this process to create the infrastructure to make future engagement efforts easier. Collect email addresses and contact information from participants who want to stay involved with the City.

The planning team should create a regular evaluation schedule and adjust the approach depending on the results from each engagement touch point.

Stakeholder Analysis

Achieving the mission and goals put forward in this public involvement plan begins with appropriately identifying broad audiences and key stakeholders that will be impacted by the recommendations and strategies of the comprehensive plan. This plan identifies 11 targeted stakeholder groups that will need to be consulted, involved, and informed throughout this process in addition to the regular engagement of the general public. These identified groups represent interests that are either traditionally underrepresented in planning efforts or are organized around key issues facing Hailey. Each of these stakeholder groups brings a unique perspective to issues facing the community. The tables on the following pages provide information about each stakeholder group, and how to best involve them throughout the process.

Priority stakeholder groups have been broken down into three tiers of involvement.

- **Tier 1 (Consult)** indicates a group that should have a prominent seat at the table and should be considered for inclusion and representation on an Advisory Committee or other working groups. Tier 1 stakeholders will assist with dissemination of information and stakeholder engagement to ensure inclusive outreach for surveys, workshops, open houses, flyers, and mailers/postcards.
- **Tier 2 (Involve)** indicates groups that are directly impacted and need to provide meaningful feedback throughout the process and will be specifically invited to all engagement efforts, including surveys, workshops, and open houses. Targeted engagement efforts, including focus groups and interviews, material translation, and unique outreach approaches will be implemented to ensure equitable feedback from specified Tier 2 stakeholders.
- **Tier 3 (Limited Targeted Involvement)** represents groups who should remain abreast of the project but may only need to be involved or consulted at specific points in the process.
- **General Public (Inform)** represents all constituents of Hailey, ID. The general public will have the opportunity to receive information and communications through the project website, flyers, story map, and storytelling booth. This information will be disseminated through Tier 1, Tier 2, and Tier 3 stakeholders, as well as by project staff.

Tier 1 Stakeholders - Consult

- State and Local Governments and Agencies
- Community Service Providers
- Developers and Real Estate Professionals
- Mobility and Transportation Providers and Advocates

Tier 2 Stakeholders - Involve

- Neighborhoods
- Educational Institutions
- Minority Communities
- Business Community and Major Employers
- Young Professionals
- Tourism and Seasonal Recreation

Tier 3 Stakeholders - Limited Targeted Involvement

- Utilities and Service Providers

Table 1: Priority Stakeholders

Priority Stakeholder Group	Stakeholders and Associated Constituent Groups	Barriers to Participation	Involvement Methods
<p>State and Local Governments and Agencies</p>	<ul style="list-style-type: none"> • Blaine County • City of Carey • City of Ketchum • City of Bellevue • City of Sun Valley <p><i>City of Hailey</i></p> <ul style="list-style-type: none"> • City Council • Planning and Zoning Commission • Parks Commission • Arts and Historic Preservation • Hailey Tree Committee and Sustainability (HURA) 	<p>Few barriers to participation. Some past relationships may impact the willingness of these partners to commit to larger initiatives and the planning process.</p> <p>The largest barrier is finding the right connection at each agency who will be willing to champion opportunities for partnership.</p>	<p>Tier 1 – Consult throughout the process. Invite to Advisory Committee meetings and lean on these partners to help distribute surveys, workshop invitations and other promotions of engagement.</p> <p>This planning process is an ideal time to strengthen partnerships, align goals and priorities, and establish connections for future collaboration.</p> <p>Elected officials and decision makers should be involved throughout and at strategic moments – should be informed of broad direction and goals to ensure support throughout.</p>
<p>Community Service Providers</p>	<ul style="list-style-type: none"> • Blaine County Charitable Fund • The Senior Connection • Blaine County Senior Council • The Hunger Coalition • Blaine County Housing Authority • Wood River Community Housing Trust • ARCH Community Housing Trust • The Advocates • YMCA • St. Luke’s <p><i>Constituent Groups</i></p> <ul style="list-style-type: none"> • Low to moderate income (LMI) populations • Renters and homeowners • Minority demographics • Senior Citizens 	<p>Service providers have limited capacity and are often underfunded, which can create staffing barriers for more committed participation.</p> <p>The constituents this group represents and serves individuals who experience barriers to participation including:</p> <ul style="list-style-type: none"> • Non-traditional work schedules • Limited computer access • Historic disenfranchisement from planning efforts • Limited English language proficiency • Limited transportation options • Food and Housing insecure groups 	<p>Tier 1 – Consult throughout the process. Invite select representatives to Advisory Committee meetings.</p> <p>These groups are critical access points to reaching stakeholders who may not traditionally be involved in City initiatives. Lean on this group to help distribute surveys, workshop invitations and other engagement efforts.</p> <p>Specific engagement methods:</p> <ul style="list-style-type: none"> • Survey distribution to LMI areas. • Paper surveys distributed via a volunteer network to senior citizens and demographics less likely to have regular computer access. • Volunteer door knocking. • Utilize churches and community centers for messaging and promotion. • As needed, provide Spanish translation and interpretation. • Provide incentives for participation, including childcare and meals at in-person engagement events.

Priority Stakeholder Group	Stakeholders and Associated Constituent Groups	Barriers to Participation	Involvement Methods
Developers and Real Estate Professionals	<ul style="list-style-type: none"> • Sun Valley Economic Development • Wood River Land Trust • Property management groups • Engle and Associates <p>Constituent Groups</p> <ul style="list-style-type: none"> • Homebuyers • Individuals seeking housing assistance and supports • Lease holders and renters 	<p>This group is traditionally active and experiences few barriers to participation.</p>	<p>Tier 1 – Consult throughout the process. Invite select representatives to Advisory Committee meetings.</p> <p>Specific Engagement Methods</p> <ul style="list-style-type: none"> • Interviews and focus groups. • Leverage existing contact lists/listservs, when available, to reach residents. <p>Neighborhood Note: There are no official neighborhood associations in Hailey, however, newer large-scale developments may maintain HOA/residential contact lists and distribute regularly occurring newsletters.</p>
Mobility and Transportation Providers and Advocates	<ul style="list-style-type: none"> • Idaho Transportation Department • Mountain Rides • Friedman Memorial Airport • Blaine County School District (transportation department) <p>Constituent Groups</p> <ul style="list-style-type: none"> • Cyclists and walkers • Public transportation users • Medical transportation users • Mobility advocates • Safe Routes to School 	<p>Transportation providers are traditionally involved and have few barriers to participation.</p> <p>Transportation advocates and constituents are typically represented in engaged in engagement efforts and could be utilized to reach mobility limited members of the community.</p>	<p>Tier 1 – Consult throughout the process. Invite select representatives to Advisory Committee meetings.</p> <p>Specific Engagement Methods</p> <ul style="list-style-type: none"> • Mobility advocates focus group or interviews. • Utilize mobility advocates to distribute surveys and information to members of the community who may be mobility limited.

Priority Stakeholder Group	Stakeholders and Associated Constituent Groups	Barriers to Participation	Involvement Methods
Educational Institutions	<ul style="list-style-type: none"> Blaine County School District College of Southern Idaho Environmental Resource Center (ERC) <p>Constituent Groups</p> <ul style="list-style-type: none"> Youth Parents and families 	<p>Few barriers to participation. Educational institutions are traditionally involved or informed in community initiatives.</p> <p>Youth are often underrepresented in community engagement efforts. This group is often unaware of ongoing engagement and initiatives and outreach methods typically overlook this demographic.</p>	<p>Tier 2 – Involve and provide ample opportunities to provide feedback on plan elements and specific recommendations.</p> <p>Specific engagement methods:</p> <ul style="list-style-type: none"> Send flyers through Peachjar to reach parents and families electronically. Student engagement with surveys and presentations in classrooms. Provide incentives for participation at in-person events, including childcare and meals.
Minority Communities	<ul style="list-style-type: none"> Community Council of Idaho W.A.T.E.R. Club Neighbors Helping Neighbors St. Luke’s <p>Constituent Groups</p> <ul style="list-style-type: none"> Hispanic Population Immigrant and refugee populations Other ethnic and cultural minority groups Native American populations 	<p>This group traditionally experiences significant barriers to participation. Significant barriers include:</p> <ul style="list-style-type: none"> Limited English language skills A lack of available translation services and translated materials More likely to have limited computer access Historic disenfranchisement from planning efforts and community investments 	<p>Tier 2 – Involve and provide ample opportunities to provide feedback on plan elements and design.</p> <p>Specific engagement methods:</p> <ul style="list-style-type: none"> Translated materials, including surveys, postcards, and flyers. Provide incentives for participation at in-person events, including childcare and meals. Leverage community liaisons, as available, to act as trusted project partners to help engage minority communities.
Business Community and Major Employers	<ul style="list-style-type: none"> All businesses in Hailey Hailey Chamber of Commerce Valley Chamber Sun Valley Economic Development <p>Constituent Groups</p> <ul style="list-style-type: none"> Service workers Seasonal employees 	<p>This group experiences few barriers to participation and are often involved in community efforts.</p>	<p>Tier 2 – Involve and provide ample opportunities to provide feedback on plan elements and design.</p> <p>Specific Engagement Methods:</p> <ul style="list-style-type: none"> Targeted business survey or focus group. Utilize businesses to distribute surveys, and information or display flyers to patrons and employees. As needed, offer Spanish translated surveys and flyers for employees.

Priority Stakeholder Group	Stakeholders and Associated Constituent Groups	Barriers to Participation	Involvement Methods
Young Professionals	<ul style="list-style-type: none"> Chamber of Commerce Young Professionals Networks 	<p>This group has few barriers to participation; however, they are traditionally less likely to be involved. Lack of awareness is the largest barrier facing this group.</p>	<p>Tier 2 – Involve and provide ample opportunities to provide feedback on plan elements and design.</p> <p>Specific Engagement Methods:</p> <ul style="list-style-type: none"> Targeted young professionals survey or focus groups with invitations from employers. Utilize downtown event boards, and public gathering spaces.
Tourism, Recreational and environmental interests	<ul style="list-style-type: none"> Blaine County Recreation District Carbonate Mountain (private) Sun Valley Ski Education Foundation Wood River Trails Coalition Champion Ice House First Lite Trailhead Bicycles Sawtooth Avalanche Center The Nature Conservancy Bureau of Land Management <p>Constituent groups</p> <ul style="list-style-type: none"> Seasonal employees Visitors Outdoor recreationalist 	<p>Tourism business owners are largely engaged in community processes, however seasonal employees are hard to reflect back in profiles and input.</p> <p>Seasonal employees are most at risk of housing insecurity.</p>	<p>Tier 2 – Involve and provide ample opportunities to provide feedback on plan elements and design.</p> <p>Specific Engagement Methods:</p> <ul style="list-style-type: none"> Invite select agencies to participate in the Sustainability Advisory Committee.
Neighborhoods	<ul style="list-style-type: none"> All neighborhood residential areas 	<p>Neighborhoods are more or less involved depending on socio-economic indicators and past involvement with the City. The City should make a targeted effort to connect with all neighborhoods to ensure a broader representation of geographic participation.</p>	<p>Tier 2 – Involve and provide ample opportunities to provide feedback on plan elements and design.</p> <p>Specific Engagement Methods:</p> <ul style="list-style-type: none"> Direct mailers (postcards) to announce surveys and workshops. Utilize neighborhood applications including Nextdoor to encourage participation.
Utilities and Service Providers	<ul style="list-style-type: none"> Intermountain Gas Valley Gas Idaho Power Irrigation District 	<p>This group experiences few barriers to participation and are often involved in community efforts.</p>	<p>Tier 3 – Inform throughout the process and seek feedback on specific plan elements relevant to each organization. These organizations should review any</p>

<i>Priority Stakeholder Group</i>	<i>Stakeholders and Associated Constituent Groups</i>	<i>Barriers to Participation</i>	<i>Involvement Methods</i>
	<ul style="list-style-type: none"> • Cox • Century Link 		<p>strategies and objectives that impact their operation and infrastructure.</p> <p>Engagement Note: Engagement opportunities promoted through physical billing distribution used to be effective at promoting awareness of engagement opportunities. In many markets this is no longer a useful or cost-effective tool due to online billing utilization. If possible, provide a message/alert to the utility companies to send to customers through their online billing portal.</p>

Proposed Outreach Methods

The content below highlights potential engagement methods to capture a broad spectrum of input from a diversity of stakeholder groups. The City of should utilize a combination of these approaches throughout the comprehensive planning process depending on the needs, timeline, and budgetary constraints of the City.

Table 2: Outreach Methods

<i>Engagement Method</i>	<i>Key Audience</i>	<i>Objectives</i>	<i>Task Assumptions</i>
Project Branding and Messaging	All stakeholder groups and members of the public will benefit from project reorganization and consistent messaging.	Project branding will include a comprehensive plan update logo, color and schemes, and consistent project messaging.	<p>Consultant staff will develop initial branding and messaging. City staff will review and refine.</p> <p>Upon request, consultant staff can develop materials for stakeholders to distribute through their communication channels.</p>
Project Website	The public and anyone interested in learning more about the comprehensive plan update.	The website will house all project information, updates, and engagement opportunities for all stakeholder groups and members of the public to reference.	<p>Consultant staff will draft content for City staff to upload and maintain on the City’s website.</p> <p>If needed, information should be provided in Spanish.</p>
Project Listserv and Targeted Emails	<p>The public and anyone interested in learning more about the comprehensive plan update.</p> <p>The City will benefit from having a complete list of interested members of the public to target engagement outreach and opportunities.</p>	If web-based functionality allows, embed a project sign-up form on the project webpage (or Story Map, if one is created) for interested parties to self-select to receive emailed project updates and invitations for engagement opportunities.	City staff will maintain the listserv, with support from consultant staff, as needed. This could include consultant staff inputting hand-written contact information into the electronic tracking sheet.

Engagement Method	Key Audience	Objectives	Task Assumptions
			Consultant staff can draft targeted emails for the City to send out to promote engagement opportunities and project updates.
Stakeholder Contact List	The City will benefit from having a complete list of interested stakeholders to target engagement outreach and opportunities.	Many stakeholder groups have been identified and it will be important to know who the correct contact is when engaging with these groups.	Leveraging existing city contact lists, consultant staff can merge lists together to create a single database. City staff can support filling in any gaps in information.
Direct Mailings/Postcards	The public and anyone interested in learning more about the comprehensive plan update.	Direct mailings reach all mailboxes in the City and can kick-off comprehensive plan update process with the public. The postcard could be leveraged with the release of the first survey to educate the public about the planning process, direct folks to the website, and encourage survey participation.	Consultant staff can design the postcard for City staff to coordinate mailing. If needed, information should be provided in Spanish.
<p>Comprehensive Plan Advisory Committees Meet between two to four times throughout the project to review key deliverables.</p> <ul style="list-style-type: none"> Vision, values, goals, strategies Recommended Actions and Implementation Plan <p>One Advisory Committee group will be established to include key members of the following areas of expertise:</p> <ol style="list-style-type: none"> Diversity Equity and Inclusion (DEI) Sustainability Real estate and development Mobility and transportation Business Tourism, recreation, and environment 	<p>A diverse group of key stakeholders that focuses on representatives who will more actively utilize and implement parts of the comprehensive plan.</p> <p>This group should commit to staying involved at regular intervals throughout the process.</p> <ul style="list-style-type: none"> 	<p>The Advisory Committee will serve as the sounding board that will help develop the vision, values and goals for the project will provide input on the recommended strategies and implementation of the plan.</p> <p>This group provides review of plan content and serves an advisory role throughout the process.</p>	<p>Consultant staff will support the development of agendas, presentations, and facilitation guides.</p> <p>If held virtually or hybrid, consultant staff will support facilitation and note taking.</p>

Engagement Method	Key Audience	Objectives	Task Assumptions
<p>Public Surveys Develop and host surveys that can be distributed virtually and hard copy at key locations. Include promoting survey links with flyers that hosts a QR code at local businesses, trailheads, Mountain Ride buses, and other public spaces. It is recommended to have surveys live for two to three weeks to ensure adequate time for response analysis, followed-up by targeted outreach to groups who are not participating.</p>	<p>The general public with targeted outreach to groups and individuals who have traditionally been less involved in City initiatives and planning processes.</p>	<p>Surveys will collect public values, priorities, and future visioning to inform the comprehensive planning process.</p> <p>Allow respondents to self-select to provide emails for the project listserv.</p>	<p>Consultant staff can draft and finalize the survey questions for the City to distribute.</p> <p>If needed, surveys should be provided in Spanish.</p>
<p>Public Workshops and Open Houses (in-person or online webinar) Traditional meetings and work sessions. These workshops should have an interactive approach to shy away from the traditional open house style.</p>	<p>The public and anyone interested in learning more about the comprehensive plan update.</p>	<p>Provide the public with an opportunity to engage with elements of the plan, talk to planning team staff, and learn about the ongoing plan update.</p> <p>Allow participants to self-select to provide emails for the project listserv.</p>	<p>Consultant staff will support the development of agendas, presentations, facilitation guides, and project visuals/materials (boards, consensus building activities, etc.).</p> <p>If held virtually or hybrid, consultant staff can support facilitation and note taking.</p>
<p>Intercept opportunities Intercept surveys and conversations meet people where they are and quickly capture their attention.</p>	<p>Anyone who is attending selected events or participating at local activity centers. Some potential avenues include:</p> <ul style="list-style-type: none"> • Hailey Alive • Senior Center lunches • Skate Park • Farmers Market • At recreational trailheads or reserve entrances • Childcare centers • Chamber business after hours or before hours events • YMCA (Saturdays are best) • Outside of grocery stores • Downtown high-foot traffic areas • Known private events 	<p>Meet people where they are to connect with individuals who might not traditionally be engaged.</p> <p>Allow participants to self-select to provide emails for the project listserv.</p>	<p>Consultant staff can support the development of an intercept opportunities calendar, talking points, visuals/materials/handouts, and short survey questions.</p> <p>If needed, materials should be provided in Spanish.</p> <p>Assumed that the City will conduct and/or organize volunteers for all intercept opportunities and compile results for the consultant to incorporate into background documents.</p>
<p>Interactive StoryMap (Optional) Online for the duration of the project, launched with the first public workshop or survey.</p>	<p>The public and anyone interested in learning more about the comprehensive plan update.</p>	<p>Create a platform to share project updates and information that is visually appealing while also offering opportunities for public comment in the form of interactive comment maps, questionnaires, or short surveys. StoryMaps are a product of Esri and can be</p>	<p>Consultant staff can support the development of the StoryMap content (text and map packages) as well as provide development guidance, if needed, for City staff.</p>

<i>Engagement Method</i>	<i>Key Audience</i>	<i>Objectives</i>	<i>Task Assumptions</i>
		<p>developed in numerous formats depending on the needs of the project.</p> <p>Allow visitors to self-select to provide emails for the project listserv.</p>	

By the Numbers

Seventeen engagement opportunities will be offered to various stakeholders and the public at milestones throughout the comprehensive plan update process.

- **Six (3) advisory committee meetings**
 - **Advisory committee members will include**
- **One (1) intercept (short) survey**
- **One (1) long survey**
- **Two (2) in-person/virtual workshops**

Table 3: Engagement Approach

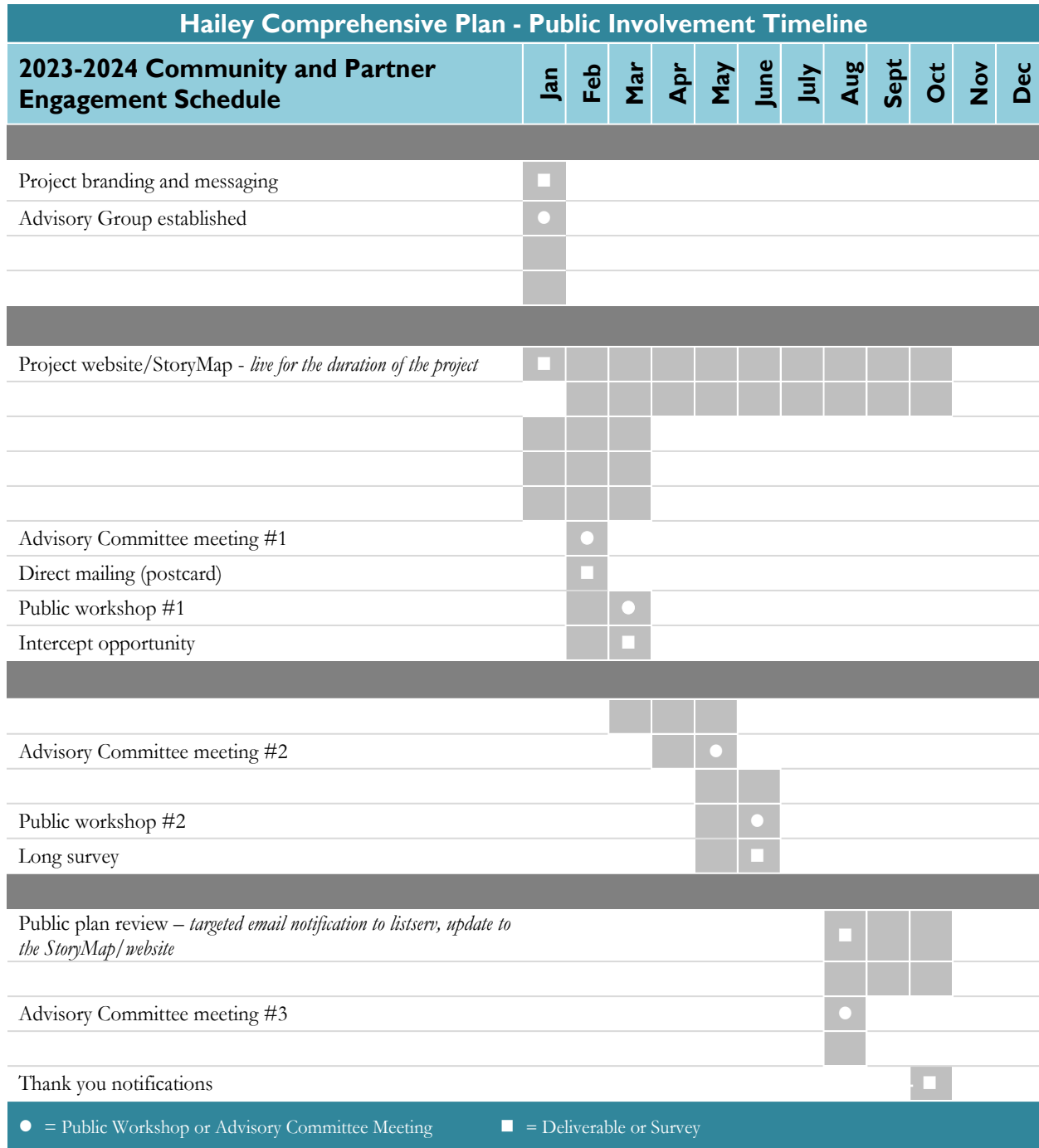
<i>Meeting Type</i>	<i>Timing/Phase</i>	<i>Attendees</i>	<i>Comp Plan Element</i>
Advisory Committee Meeting #1	Visioning	Tier 1 stakeholders	All
-			
-			
-			
-			
-			
Public Workshop #1	Visioning	All stakeholders and the public	All
Intercept Survey	Visioning	All stakeholders and the public with an emphasis on minority communities, neighborhoods, young professionals, community service providers, educational institutions	All

<i>Meeting Type</i>	<i>Timing/Phase</i>	<i>Attendees</i>	<i>Comp Plan Element</i>
Advisory Committee Meeting #2	Draft Plan	Tier 1 stakeholders	All
Long Survey	Draft Plan	All stakeholders and the public	All
Public Workshop #2	Draft Plan	All stakeholders and the public	All
Advisory Committee Meeting #3	Final Plan & Adoption	Tier 1 stakeholders	All

Outreach Schedule

To capture critical public and stakeholder input throughout the comprehensive plan update, our team recommends the following outreach schedule. This schedule should be adapted to meet shifting project timelines and can be reworked to include additional outreach events and touch points after evaluating the success of each prior project phase.

Figure 1: Outreach Schedule



Return to Agenda

AGENDA ITEM SUMMARY

DATE: 12/11/2023 **DEPARTMENT:** Community Development **DEPT. HEAD SIGNATURE:** Rd

SUBJECT: Motion to approve Resolution 2023-____, a Resolution authorizing the Mayor’s signature on the First Amended Security Agreement related to the Final Plat of Sweetwater Communities, LLC (Parcel B2, Block 4, Sweetwater PUD Subdivision).

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED: The City Council approved the Preliminary Plat for Sweetwater Communities, LLC (Parcel B2, Block 4, Sweetwater P. U. D. Subdivision), on July 8, 2019 and the Final Plat on September 9, 2019.

Pursuant Title 16: Subdivision Regulations, Section 16.03.030: Final Plat Approval, I. Security Required, the Developer may, in lieu of actual construction, provide to the City such security as may be acceptable to the City, in a form and in an amount equal to the cost of the engineering and the improvements not previously installed by the Developer, plus fifty percent (50%), which security shall fully secure and guarantee completion of the required improvements within a period of one year from the date the security is provided.

Sweetwater Communities, LLC, received Council approval on a Security Agreement in 2020. Now, the Applicant is requesting approval to the First Amended Security Agreement, and extension of the Performance Bond, in the amount of bond \$189,600, both of which are attached. The Resolution, also attached, reflects any decisions made and notes that all improvements, specifically landscaping, sidewalk improvements and other seasonally dependent improvements located on private property, shall be completed by July 1, 2024.

Attachments include:

- 1. Resolution 2023-____: Sweetwater Communities, LLC, First Amended Security Agreement
 - a. Security Agreement related to the Final Plat of Block 4, Parcel B2, Sweetwater Subdivision

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

Budget Line Item # _____

Estimated Hours Spent to Date: _____

Staff Contact: Robyn Davis

Caselle # _____

YTD Line-Item Balance \$ _____

Estimated Completion Date: _____

Phone # 788-9815 #2015

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IFAPPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD: Motion to approve Resolution 2023-____, a Resolution authorizing the Mayor’s signature on the First Amended Security Agreement related to the Final Plat of Sweetwater Communities, LLC (Parcel B2, Block 4, Sweetwater PUD Subdivision).

ADMINISTRATIVE COMMENTS/APPROVAL:

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

ACTION OF THE CITY COUNCIL:

Date _____

CITY OF HAILEY
RESOLUTION NO. 2023-_____

RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY
AUTHORIZING THE EXECUTION OF TH FIRST AMENDED SECURITY
AGREEMENT RELATED TO THE SWEETWATER COMMUNITIES, LLC, PARCEL
B2, BLOCK 4, FINAL PLAT

WHEREAS, the City of Hailey has approved the Final Plat for Sweetwater Communities, LLC (Parcel B2, Block 4, Sweetwater P. U. D. Townhouses), on July 8, 2019, and

WHEREAS, that approval included the associated improvements to the site: Roadways, Water, Sewer, Landscaping and Engineering and Inspections, and

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

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HAILEY, IDAHO, that the City of Hailey approves the First Amended Security Agreement related to the Sweetwater Communities, LLC, Parcel B2, Block 4, Final Plat.

Passed this _____ day of _____, 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

**FIRST AMENDED SECURITY AGREEMENT
RE: SWEETWATER TOWNHOUSES**

This FIRST AMENDED SECURITY AGREEMENT RE: SWEETWATER TOWNHOUSES is made and entered into as of December ___, 2023 (the "Effective Date"), by and between Sweetwater Communities, LLC, a Utah limited liability company, whose mailing address is 13640 South Carolina Hills Court, Draper, Utah 84020 ("Sweetwater"), and the City of Hailey, Idaho, a municipal corporation ("Hailey").

WHEREAS, on June 3, 2019, the Planning and Zoning Commission of Hailey considered a Preliminary Plat Application by Sweetwater, represented by Matt Watson, to be located at Parcel B2, Block 4, Sweetwater P.U.D. Townhouses (vacant lot on the corner of Shenandoah Drive and Maple Leaf Drive), to consist of 26 sublots, each unit comprised of approximately 2,796 square feet (the "Property"). Design Review was approved for this project on February 19, 2019 (see Findings of Fact, Conclusions of Law, and Decision, dated June 17, 2019 (the "Decision").

WHEREAS, on June 21, 2019, the Permit 19-060 (the "Building Permit") for the Property was approved.

WHEREAS, in conjunction with the Building Permit, Sweetwater has made application for final subdivision plat approval, and recordation of the Property after receiving preliminary plat approval from Hailey thereof as set forth in the Decision and, as a condition thereof, Sweetwater is required by the Hailey City Council to post security therefore consistent with the Hailey City Code §16.03.030.I, for the construction of improvements in accordance with the Decision (collectively, the "Improvements").

NOW, THEREFORE, Sweetwater and Hailey hereby covenant and agree as follows:

Sweetwater, simultaneously with the execution of this Agreement, retains the existing deposit with Hailey:

A surety bond (the "Surety bond"), from Guaranty Company of North America USA Bond # 11185427, whose mailing address is One Towne Square STE 1470, Southfield, MI, 48076, in the principal total amount of ONE HUNDRED EIGHTY-NINE THOUSAND AND NO/00 DOLLARS (\$189,000) as security for complete performance and construction of the Improvements upon the following terms and

conditions:

1. Sweetwater shall complete construction of the Improvements on or before July 1, 2024, or the amount of the Surety bond will be due and payable to Hailey up to the full amount thereof and Hailey may draw upon the Surety bond as Hailey in its reasonable discretion determines necessary to complete the Improvements or any portion thereof.

2. The Surety bond shall be made solely in the name of the City of Hailey, Idaho, and the Surety bond shall be held by Hailey in lieu of the owner of the Property filing or depositing a performance bond with Hailey.

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

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

5. In the event Sweetwater completes construction of the Improvements on or before the dates set forth in Paragraph Number 1 herein above, Hailey shall release the funds the Surety bond, including any and all interest accrued thereon, if any, to Sweetwater upon receiving written notice by the Hailey City Engineer that the Improvements have been installed according to applicable ordinances, regulations, plans and specifications, and that the same has been inspected and approved by the City Engineer. Sweetwater may apply for a partial release of funds from Hailey and the Hailey City Council may so authorize release by the City Clerk of an appropriate proportion of the amount held as security upon completion of a substantial portion of the Improvements, and the inspection and approval thereof by the City Engineer. In such cases, Hailey shall retain sufficient security for completion of all the Improvements in compliance with this Agreement.

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

[signatures on following page]
SIGNATURE PAGE TO

SECURITY AGREEMENT
RE: SWEETWATER TOWNHOUSES

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

SWEETWATER COMMUNITIES, LLC
a Utah limited liability company

By: Kilgore Properties
a Utah limited liability company
Its: Manager

By: _____
Jason Kilgore
Manager

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

On this ____ day of December, 2023, before me, a Notary Public, in and for said County and State, personally appeared Jason Kilgore, known or identified to me on the basis of satisfactory evidence, to be the manager of Kilgore Properties, LLC, a Utah limited liability company, the entity that executed the instrument on behalf of Sweetwater Communities, LLC, a Utah limited liability company.

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

NOTARY PUBLIC FOR UTAH

Residing at: _____

My commission expires: _____

SIGNATURE PAGE TO
SECURITY AGREEMENT
RE: SWEETWATER TOWNHOUSES

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

THE CITY OF HAILEY, IDAHO

By: _____
Martha Burke
Mayor

STATE OF IDAHO)
) ss.
COUNTY OF BLAINE)

On this ____ day of December, 2023, before me, a Notary Public, in and for said County and State, personally appeared Martha Burke, known or identified to me on the basis on satisfactory evidence, to be the duly elected Mayor of the City of Hailey, Idaho, a municipal corporation, the municipal corporation that executed the instrument or the person who executed the instrument on behalf of said municipal corporation, and acknowledged such municipal corporation executed the same.

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

NOTARY PUBLIC FOR IDAHO

Residing at: _____

My commission expires: _____

SIGNATURE PAGE TO
SECURITY AGREEMENT
RE: SWEETWATER TOWNHOUSES

IN WITNESS WHEREOF, the parties below have signed this document as an attestation on the day and year first written above.

ATTEST:

By: _____
Mary Cone
City Clerk

STATE OF IDAHO)
) ss.
COUNTY OF BLAINE)

On this ____ day of December, 2023, before me, a Notary Public, in and for said County and State, personally appeared Mary Cone, known or identified to me on the basis on satisfactory evidence, to be the City Clerk of the City of Hailey, Idaho, a municipal corporation.

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

NOTARY PUBLIC FOR IDAHO

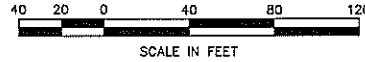
Residing at: _____

My commission expires: _____

A PLAT SHOWING SWEETWATER P.U.D. TOWNHOUSES, BLOCK 4, SUBLOTS D-1A - D-13B

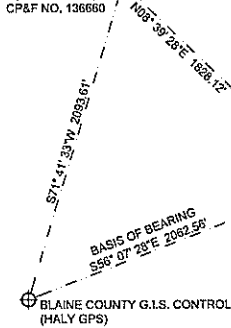
WHEREIN PARCEL B2, BLOCK 4, SWEETWATER P.U.D. TOWNHOUSES IS SUBDIVIDED
LOCATED WITHIN SECTIONS 15, T.2 N., R.18 E., B.M., CITY OF HAILEY, BLAINE COUNTY, IDAHO

JULY 2019

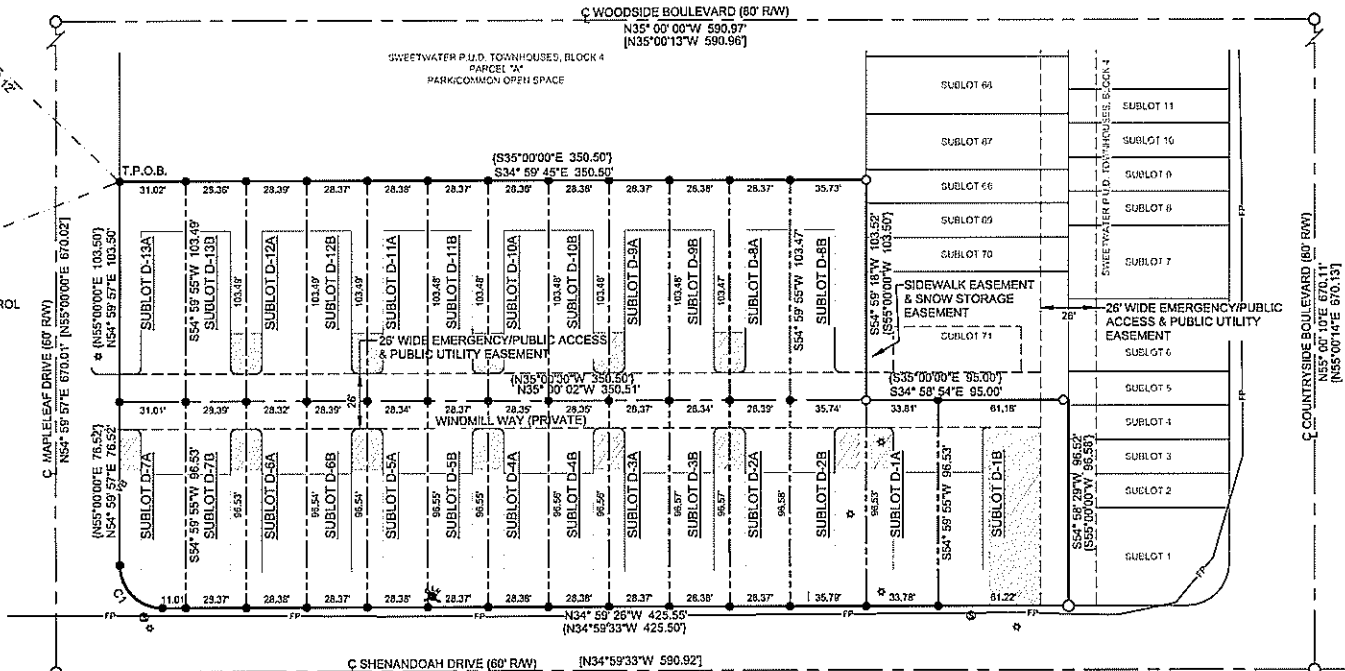


BLAINE COUNTY
G.I.S. CONTROL
(2N18E18E14)
CP&F NO. 136660

SCALE: 1" = 40'



SUBLOT AREAS		
SUBLOT	AREA (sqft)	AREA (acres)
D-1A	3,263	0.07
D-1B	5,907	0.14
D-2A	2,741	0.06
D-2B	3,455	0.08
D-3A	2,740	0.06
D-3B	2,739	0.06
D-4A	2,740	0.06
D-4B	2,740	0.06
D-5A	2,738	0.06
D-5B	2,740	0.06
D-6A	2,738	0.06
D-6B	2,740	0.06
D-7A	2,907	0.07
D-7B	2,740	0.06
D-8A	2,937	0.07
D-8B	3,697	0.08
D-9A	2,938	0.07
D-9B	2,935	0.07
D-10A	2,938	0.07
D-10B	2,936	0.07
D-11A	2,936	0.07
D-11B	2,937	0.07
D-12A	2,935	0.07
D-12B	2,937	0.07
D-13A	3,210	0.07
D-13B	2,938	0.07
PROJEC	79,199	1.82



NOTES

- REFER TO THE PLAT NOTES, CONDITIONS, COVENANTS, AND/OR RESTRICTIONS ON THE ORIGINAL PLAT OF SWEETWATER P.U.D. SUBDIVISION, RECORDED AS INSTRUMENT NO. 575317, THE ORIGINAL PLAT OF WOODSIDE SUBDIVISION FINAL PLAT NO. 5 RECORDED AS INSTRUMENT NO. 150393, AND THE ORIGINAL PLAT OF WOODSIDE SUBDIVISION FINAL PLAT NO. 22 RECORDED AS INSTRUMENT NO. 152517. THE ABOVE MENTIONED PLATS PER RECORDS OF BLAINE COUNTY, IDAHO.
- REFER TO THE MASTER DECLARATION OF COARs FOR THE ORIGINAL PLAT OF SWEETWATER P.U.D. SUBDIVISION RECORDED AS INSTRUMENT NO. 575318, RECORDS OF BLAINE COUNTY, IDAHO AND AMENDMENTS THERE TO.
- LOT OWNERS, THEIR TENANTS, AND GUESTS 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 PROPERTY. THESE NOISE IMPACTS MAY CHANGE OVER TIME BY VIRTUE OF GREATER NUMBERS OF AIRCRAFT, LOUDER AIRCRAFT, SEASONAL VARIATIONS, AND TIME-OF-DAY VARIATIONS; THAT CHANGES TO AIRPORT AIRCRAFT, AND, AIR TRAFFIC CONTROL OPERATING PROCEDURES OR IN AIRPORT LAYOUT COULD RESULT IN INCREASED NOISE IMPACTS, AND THAT THE USER'S OWN PERSONAL PERCEPTIONS OF THE NOISE EXPOSURE COULD CHANGE AND THAT HIS OR HER SENSITIVITY TO AIRCRAFT NOISE COULD INCREASE.
- THE TOWNHOUSE SUBDIVISION IS SUBJECT TO THE TOWNHOUSE DECLARATION, RECORDED AS INSTRUMENT NO. _____, RECORDS OF BLAINE COUNTY, IDAHO.
- DEVELOPMENT AGREEMENT RECORDED JANUARY 27, 2005, AS INSTRUMENT NO. 515669.
- THE EXISTING PHYSICAL BOUNDARIES OF THE COMMON WALL SHALL AS ORIGINALLY CONSTRUCTED OR AS RECONSTRUCTED IN LIEU THEREOF SHALL BE CONSIDERED PRESUMED TO BE ITS BOUNDARIES RATHER THAN THE METES AND BOUNDS EXPRESSED OR DEPICTED IN THE DECLARATION, PLATS OR DEEDS, REGARDLESS OF SETTLING OR LATERAL MOVEMENT OF BUILDING AND REGARDLESS OF MINOR VARIANCES BETWEEN THE ACTUAL LOCATION AND BOUNDARIES SHOWN.
- A MUTUAL RECIPROCAL EASEMENT FOR SIDEWALKS AND UTILITIES IS GRANTED WITHIN SUBLOTS D-1A - D-13B TO BENEFIT THE SWEETWATER P.U.D. HOMEOWNERS.
- THE PROPERTY SHOWN HEREON IS AFFECTED BY ADDITIONAL EXCEPTIONS AS PROVIDED IN A TITLE REPORT BY AMERITITLE WITH THE COMMITMENT DATE OF 10/05/06 @ 8:00am AND ORDER NO. 56933:
E. PERPETUAL EASEMENT AND RIGHT-OF-WAY FOR A FREE AND UNOBSTRUCTED PASSAGE OF AIRCRAFT IN, THROUGH, AND ACROSS THE AIRSPACE ABOVE THE ELEVATION 6,115 FEET MEAN SEA LEVEL DATUM, EXECUTED BY SAWTOOTH TITLE COMPANY, INC., AN IDAHO CORPORATION, TRUSTEE, TO CITY OF HAILEY, BLAINE COUNTY, IDAHO, RECORDED JULY 17, 1973, AS INSTRUMENT NO. 150169.
- THE 100-YR FLOODPLAIN AREA DESIGNATED ON THIS MAP IS CONSIDERED REASONABLE FOR REGULATORY PURPOSES. HOWEVER, GALENA ENGINEERING, INC. NEITHER REPRESENTS, GUARANTEES, WARRANTS, NOR IMPLIES THAT AREAS OUTSIDE OF THE DESIGNATED FLOODPLAIN AREA ARE SAFE AND FREE FROM FLOODS OR FLOOD DANGER.

FLOOD INFORMATION IS BASED ON THE FLOOD INSURANCE STUDY FOR CITY OF HAILEY, BLAINE COUNTY, IDAHO, COMMUNITY NUMBER 10013C, PANEL NO'S 0688 E AND 0685 E, NOVEMBER 26, 2010. VERTICAL DATUM IS NAVD83.
- ZONING IS LIMITED BUSINESS (LB).
- SNOW STORAGE EASEMENTS WITHIN SUBLOTS D1A THRU D13B TO BENEFIT THE SWEETWATER P.U.D. HOMEOWNERS ARE GRANTED AS SHOWN HEREON.

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

Date _____ South Central District Health Dept., DHS

CURVE TABLE						
CURVE	DELTA	RADIUS	LENGTH	TANGENT	CHORD	BEARING
C1	89°59'23"	20.00'	31.41'	20.00'	28.28'	S 10°00'15" W

LEGEND

- Property Line
- Adjutor's Lot Line
- Centerline
- - - Sublot Line
- - - G.I.S. Tie
- FP Floodplain
- Snow Storage Easement (see note 11)
- Found Brass Cap
- Found Stainless Steel Rod in Monument Well
- Found 5/8" Rebar
- Found 1/2" Rebar
- Set 5/8" Rebar, P.L.S. 16670



SWEETWATER P.U.D. TOWNHOUSES,
BLOCK 4, SUBLOTS D-1A - D-13B

GALENA ENGINEERING, INC.
HAILEY, IDAHO

SHEET 1 OF 2
Job No. 7641.01



Bond #11185427

SITE IMPROVEMENT PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, Sweetwater Communities, LLC as Principal, and the **Guarantee Company of North America USA**, as Surety a corporation duly licensed to conduct business in the state of Utah, with its' corporate headquarters and main mailing address at One Towne Square, Suite 1470 Southfield, Michigan 48076 are held and firmly bound unto City of Hailey, as Obligee, in the sum of One Hundred Eighty Nine Thousand Six Hundred & No/100 ***** (\$ 189,600.00) **Dollars**, for which payment, well and truly to be made, we bind ourselves, our heirs, executors and successors, jointly and severally firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the above named Principal, has agreed to construct in the Sweetwater P.U.D. Townhouses the following improvements: Sweetwater Phase B-2 Block 4 Subdivision per "Exhibit A" attached.

NOW, THEREFORE, the condition of this obligation is such, that if the above Principal shall well and truly perform said construction in accordance with agreement(s) between Principal and Obligee during the original term thereof or of any extension of said term that may be granted by the Obligee with or without notice to the Surety, this obligation shall be void, otherwise it shall remain in full force and effect.

IN WITNESS WHEREOF, the seal and signature of said Principal is hereto affixed and the corporate seal and the name of the said Surety is hereto affixed and attested by its duly authorized Attorney-in-Fact, this 22nd day of January, 2020.

The Guarantee Company of North America USA

By: J. Michele Burraston
J. Michele Burraston, Attorney-in-Fact

Sweetwater Communities, LLC

By: [Signature]
JASON KILGORE Manager
Print Name & Title

Exhibit A to October 2019 Sweetwater Phase B-2 Block 4 Security Agreement
An Opinion of Probable Construction Cost for
Sweetwater Phase B-2 Block 4 Subdivision

#	Item & Category Description	Unit	Qty	Unit Cost	Item Cost	Category Cost	% Complete	Remaining
Category A: Roadways								
1	SWPPP set up & maintenance	ea	1	\$9,670.00	\$ 9,670.00		100%	\$ -
2	Site Grading	cy	1023	\$19.93	\$ 20,388.39		75%	\$ 5,097.10
3	2.5' High-back Curb and Gutter w/ Prep and Backfill	lf	470	\$35.00	\$ 16,450.00		100%	\$ -
4	5' Sidewalk w/ Flatwork Prep & Base	sf	3272	\$7.00	\$ 22,904.00		65%	\$ 8,016.40
5	3" Asphalt	sf	4700	\$2.50	\$ 11,750.00		100%	\$ -
6	4" Leveling Course Gravel 3/4" Road Base	sf	4700	\$0.80	\$ 3,760.00		100%	\$ -
7	6" subbase w/2" Minus	sf	4700	\$1.35	\$ 6,345.00		100%	\$ -
8	ADA Ramp	ea	2	\$1,500.00	\$ 3,000.00		0%	\$ 3,000.00
9	Street sign	ea	6	\$200.00	\$ 1,200.00		0%	\$ 1,200.00
10	Private Drive Gutter (Windmill Way)	sf	1153	\$8.50	\$ 9,800.50		100%	\$ -
11	Private Drive Paving (Windmill Way)	sf	18753	\$4.50	\$ 84,388.50		100%	\$ -
12	Relocate and Adjust Existing Drywells	ls	1	\$3,620.00	\$ 3,620.00		100%	\$ -
13	12" RCP Storm Drain w/ Bedding & Trench Backfill	lf	24	\$55.00	\$ 1,320.00		100%	\$ -
14	48" New Concrete Drywell	ea	1	\$2,420.00	\$ 2,420.00		100%	\$ -
15	2'x3' Catch Basin w/ Face Inlet & Collar	ea	1	\$2,250.00	\$ 2,250.00		100%	\$ -
								\$ 199,266.39
Category B : Water, Sewer, and Landscaping								
	Potable Water:	ea	3	\$800.00	\$ 2,400.00		100%	\$ -
16	Hot tap existing main	ea	3	\$800.00	\$ 2,400.00		100%	\$ -
17	8" Culinary Water Line w/ Fittings, Bedding, & Backf	lf	410	\$26.00	\$ 10,660.00		100%	\$ -
18	8" Gate Valve w/ Collar	ea	3	\$1,765.00	\$ 5,295.00		100%	\$ -
19	Relocate Existing Fire Hydrant & Valve w/Collar	ea	1	\$3,150.00	\$ 2,000.00		100%	\$ -
20	3/4" Water Service Lateral and Meter	ea	26	\$850.00	\$ 22,100.00		100%	\$ -
21	Asphalt Patching and Slurry Backfill	ea	3	\$2,700.00	\$ 8,100.00		100%	\$ -
	Sewer:	ea	1	\$1,310.00	\$ 1,310.00		100%	\$ -
22	Connect to existing sewer main	ea	1	\$1,310.00	\$ 1,310.00		100%	\$ -
23	8" PVC Sewer w/ Bedding & Trench Backfill	lf	410	\$30.00	\$ 12,300.00		100%	\$ -
24	4' Sewer Manhole w/ Collar	ea	3	\$2,850.00	\$ 8,550.00		100%	\$ -
25	4" Sewer Lateral w/ Fittings	ea	26	\$850.00	\$ 22,100.00		100%	\$ -
26	Lighting Improvements				\$ -			\$ -
27	Street Lights	ea	4	\$5,250.00	\$ 21,000.00		0%	\$ 21,000.00
28	Bollard Landscape Lights	ea	3	\$3,250.00	\$ 9,750.00		0%	\$ 9,750.00
29	Garage Lights	ea	26	\$195.00	\$ 5,070.00		0%	\$ 5,070.00
	Landscaping Improvements							
30	Sod w/Sprinklers	sf	21785	\$2.10	\$ 45,748.50		0%	\$ 45,748.50
31	Trees	ea	25	\$175.00	\$ 4,375.00		0%	\$ 4,375.00
32	Shrubs & Plants	ea	311	\$28.00	\$ 8,708.00		0%	\$ 8,708.00
33	Bark Mulch	sf	9635	\$0.55	\$ 5,299.25		0%	\$ 5,299.25
34	Rock Mulch	sf	3058	\$0.85	\$ 2,599.30		0%	\$ 2,599.30
	Dry Utilities							
35	Idaho Power - Joint Trench	ls	1	\$62,000.00	\$ 62,000.00		100%	\$ -
								\$ 263,075.05
Category C: Construction Surveying, Engineering, and Inspections								
36	City of Hailey Inspections	of Cat. A&E	1	1.5%	\$ 6,935.12		100%	\$ -
2	Site Grading	of Cat. A&E	1	0.5%	\$ 2,311.71		100%	\$ -
3	Construction Surveying	ea	26	\$450.00	\$ 11,700.00		100%	\$ -
4	Final Plat: Set Monuments	ls	1	\$3,780.00	\$ 3,780.00		0%	\$ 3,780.00
5	As-Built Preparation	ls	1	\$2,960.00	\$ 2,960.00		0%	\$ 2,960.00
								\$ 27,686.83

Grand Total

\$ 490,028.27

\$ 126,603.55
Remaining to
Complete



The Guarantee Company of North America USA
Southfield, Michigan

NOW ALL BY THESE PRESENTS: That THE GUARANTEE COMPANY OF NORTH AMERICA USA, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

Terry H. Buckner, Randy Emery, Chris Lund, J. Michele Burraston, Michael H. Gale, Georgia Torres, Rayne Harris, Dennis M. Gross, Melissa A. Dalby, Andrew Rendon, C. Brett Nilsson, Julie B. Martindale, Aubrey Pixton

The Buckner Company

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon THE GUARANTEE COMPANY OF NORTH AMERICA USA as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of THE GUARANTEE COMPANY OF NORTH AMERICA USA at a meeting held on the 31st day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

- 1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.
4. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, THE GUARANTEE COMPANY OF NORTH AMERICA USA has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 1st day of March, 2018.

THE GUARANTEE COMPANY OF NORTH AMERICA USA



[Signature of Stephen C. Ruschak]

[Signature of Randall Musselman]

STATE OF MICHIGAN
County of Oakland

Stephen C. Ruschak, Chief Executive Officer

Randall Musselman, Secretary

On this 1st day of March, 2018 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of said Company.



Cynthia A. Takai
Notary Public, State of Michigan
County of Oakland
My Commission Expires February 27, 2024
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

[Signature of Cynthia A. Takai]

I, Randall Musselman, Secretary of THE GUARANTEE COMPANY OF NORTH AMERICA USA, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by THE GUARANTEE COMPANY OF NORTH AMERICA USA, which is still in full force and effect.



IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 22nd day of January, 2020

[Signature of Randall Musselman]

Randall Musselman, Secretary

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 12/11/2023 **DEPARTMENT:** Clerk's Office **DEPT. HEAD SIGNATURE** M. Cone

SUBJECT

Approval of Minutes from the meeting of the Hailey City Council on November 27, 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 NOVEMBER 27, 2023
IN THE HAILEY TOWN CENTER MEETING ROOM**

The Meeting of the Hailey City Council was called to order at 5:30 P.M. by Mayor Martha Burke. Present were Council members Kaz Thea, Juan Martinez, Heidi Husbands, and Sam Linnet. Staff present included City Attorney Christopher P. Simms, City Administrator Lisa Horowitz, and City Clerk Mary Cone.

CALL TO ORDER:

[5:30:24 PM](#) call to order by Mayor Burke.

Public concerns: [5:31:12 PM](#) none

CONSENT AGENDA:

CA 352	Motion to approve Resolution 2023-143, authorizing FMAA ARFF vehicle grant award agreement ACTION ITEM	1
CA 353	Motion to approve Resolution 2023-144, authorizing Library’s out of school grant from Idaho Commission for Libraries	10
CA 354	Motion to authorize the mayor’s signature on a Security Release (Hennessy) and issue a Certificate of Completion Letter related to the development of Lots 1A, 2A, 3A, Block 94, Hailey Townsite. ACTION ITEM	24
CA 355	Motion to authorize the Mayor’s signature on a Security Release and issue a Certificate of Completion Letter related to the development of the Amatopia Subdivision. ACTION ITEM	29
CA 356	Motion to approve Resolution 2023-145, authorizing the Security Release related to the Large Block Plat and development of Blocks 2, 3, and 4 within the Quigley Farms Subdivision. ACTION ITEM	38
CA 357	Motion to approve Resolution 2023-146, authorizing the Mayor’s signature on the new Performance Bond Security Agreement, in the amount of \$889,791.60, related to the Large Block Plat and development of Blocks 2, 3, and 4, Quigley Farms Subdivision. ACTION ITEM	43
CA 358	Motion to approve Resolution 2023-147, authorizing the Mayor’s signature on the Cash Security Agreement, in the amount of \$100,000, related to the Large Block Plat and development of Blocks 2, 3, and 4, Quigley Farms Subdivision. ACTION ITEM	59
CA 359	Motion to approve the Findings of Fact, Conclusions of Law, and Decision for the Preliminary Plat Application by Darin and Kathleen Barfuss wherein 1371 Silver Star Drive (Hailey Fr S1/2 T1 7731 & T1 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. ACTION ITEM	69
CA 360	Motion to authorize the Mayor's signature on LGIP Additional Funds Account Application, for monies received from the WW Headworks Bond Sale ACTION ITEM	96
CA 361	Motion to approve Resolution 2023-148, confirming canvass of November 14, 2023 election ACTION ITEM	99
CA 362	Motion to approve minutes of November 13, 2023 and to suspend reading of them ACTION ITEM	108
CA 363	Motion to approve claims for expenses incurred during the month of November 2023, and claims for expenses due by contract in December, 2023 ACTION ITEM	114
CA 364	Motion to approve unaudited Treasurer’s report for the month of October 2023 ACTION ITEM	139

[5:31:23 PM](#) CA 352 pulled by Thea

5:31:35 PM Thea moved to approve all consent agenda items minus CA 352, seconded by Martinez, motion passed with roll call vote; Martinez, yes. Thea, yes. Linnet, yes.

5:31:57 PM CA 352 Thea asked what this was for. An airport vehicle.

5:33:57 PM more conversation in general.

5:34:35 PM Thea moves to approve Martinez seconds. Motion passed with roll call vote; Martinez, yes. Thea, yes. Linnet, yes.

PROCLAMATIONS AND PRESENTATIONS:

PP 366 Recognition of Service awards Hailey Police Department; POST certification 1-year of service for Kylie Jones and Preston Wells; 10 year service A.C. Todd Peck; NPSIA and 17 year service Lieutenant Charles Cox (no documents)

5:35:35 PM Chief England presents award certificates to Mayor and council.

Kylie Jones received POST certificate, applause. Preston Wells, started at same time as K. Jones, went through POST academy at ISU. Applause. 5:38:07 PM Time in Service award, grew up in Carey, went to CSI, worked his way up to Asst. Chief, Todd Peck, 10 years as of Sept. 2nd. Applause. 5:39:16 PM Peck recognition, purchased, Windy View Farm., 5:39:52 PM Lt. Charles Cox, advanced Piece officer certificate, highest certificate obtainable. Larger award, program, executive level, in Pole county Florida, rivals FBI command college. We received scholarship room and board, tuition to send an officer. 8 week program he was at this course. England reads NIA (National Innovation Academy) overview of class. 3 Idaho officers attended, receives 12 college credits for this course, applause and award given. Cox has been with the city 16 years, yesterday. England thanks all officers for their work.

5:44:25 PM Mayor Burke for the last few months, thanks HPD for all their help, very grateful for this team and their help.

PP 365 Presentation by Mark Sindell of GGLO regarding the Hailey Downtown Master Plan (Hailey Urban Renewal Board will be present)

5:46:34 PM Mark Sindell with GGLO presents to council, Downtown Master Plan.

We are close to being done, but that is ultimately up to the council. Sindell explains the process of how we got to this spot. Goals included vibrant and distinct downtown core and parking for businesses. 5:51:24 PM proposed signals and crosswalk enhancements, on how to get through Main Street safely. Regarding street trees, how can we look at diversity of types, had several meetings with the Tree Committee. 5:54:13 PM Sindell shows a potential Main Street section showing street trees, traffic and street parking. 5:58:46 PM River Street, existing section is displayed, showing 11 foot travel lanes going North and South with a strip for public art and one for bike/ped pathway. Croy Street proposed section, keeping angled parking but adding a public art strip. 6:05:54 PM bullion street promenade concept is displayed, proposed at Hop Porter Park. Public survey was conducted. Top Priority projects, Bullion st. promenade, Main Street

improvements and crossing improvements, in phase 1. Phase 2, spreads out from Main Street, mostly North.

[6:10:08 PM](#) Thea asks, % of businesses that responded to the survey? Sindell, most Main St. businesses responded, shops/restaurants. Horowitz thought maybe 50% response.

[6:11:13 PM](#) Martinez, brings up the parallel parking with buffer zone and without. The door swing plan is a good point that B. Brand made earlier. Martinez, asked if the bulb outs would be difficult for street snow removal. Yeager, this is a concept we are exploring, it does present challenges with snow removal, we are experimenting with this idea right now.

[6:16:50 PM](#) Yeager, traffic light would not function if the center turn lane at the Bullion Street were removed.

[6:20:38 PM](#) Linnet comments, Mountain Rides would like to eventually get rid of the Park n Ride stop at Bullion and River street. This causes them to create a loop in their route. Sindell comments. Linnet comments on proposed Town Center site plan, in support of making it pedestrian first and vehicle secondary. Thea agrees with Linnet.

More discussion in general about using existing parking for events, short distance from City Hall, Croy and 1st.

[6:31:07 PM](#) Linnet, Caldwell has done a great job with their downtown. Thea wants to see a stage built in Hop Porter Park. Horowitz comments. [6:38:14 PM](#)

[6:39:32 PM](#) Martinez, feels the promenade is a key piece of this plan.

[6:40:50 PM](#) Husbands comments. Feels there are too many apartments on River Street and wants to design River the way we want and feels it is slipping out of our hands. Ran in the Turkey Trot, hung out in the street. Sindell comments.

Continued discussion about future building.

[6:57:08 PM](#) Horowitz, costs for Bullion Promenade. Yeager, \$2 million, cost, have started moving forward on some of this design. LHTAC River Street grant project in process. Pedestrian crossing on Main Street in process as well.

[7:01:01 PM](#) Public comments

[7:01:13 PM](#) Amy Trujillo, WRLT, excited about these plans interested in pedestrian crossing across the bridge.

Bob Brand, thank you for all you've done. Linnet, thank you for all your work on the URA.

APPOINTMENTS AND AWARDS:

AA 367 *Motion to approve Resolution 2023-149, reappointing Sage Sauerbrey to the Hailey Planning and Zoning Commission for a three-year term, set to expire December 31, 2026. ACTION ITEM*

7:03:05 PM Thea moves to approve Resolution 2023-149, Martinez seconds. Motion passed with roll call vote; Martinez, yes. Thea, yes. Linnet, yes. Husbands yes.

AA 368 *Motion to approve Resolution 2023-150, reappointing Kristin Anderson, Carol Waller, and Toni Whittington to the Hailey Arts and Historic Preservation Commission for a three-year term, set to expire December 31, 2026. ACTION ITEM*

7:04:01 PM Linnet moves to approve Resolution 2023-150, Martinez, seconds. Motion passed with roll call vote; Husbands yes. Linnet, yes. Thea, yes. Martinez, yes.

PUBLIC HEARINGS:

PH 369 *Consideration of a Miscellaneous Application by Quigley Farm & Conservation Community, LLC, c/o David Hennessy, represented by Opal Engineering, for the design and construction of the Quigley Road Typical Road Section, which is located adjacent to the Quigley Farm Large Block Plat, Blocks 16 and 17. This item will not be heard this evening. This item will be renoticed for a future meeting, that date TBD. ACTION ITEM*

PH 370 *Consideration of a City-Initiated Text Amendment amending the Hailey Municipal Code, Title 17: Zoning Regulations, Chapters 17.06 Design Review, Section 17.06.070: Improvements Required, Item A.I.c., which would remove, clarify, and add language specific to sidewalk and drainage improvement in-lieu fee estimates, as well as the additional in-lieu contribution amount of one hundred ten percent (110%). This item will not be heard this evening. This item will be renoticed for a future meeting, that date TBD. ACTION ITEM*

7:04:53 PM Davis asks council to make a motion. Linnet moves to continue this item to Dec. 11th, Martinez seconds, motion passed with roll call vote; Martinez, yes. Thea, yes. Linnet, yes.

PH 371 *Consideration of Resolution 2023-___, amending Resolution 2023-109, Municipal Fees, to amend the adopted Fee Schedule which establishes new fees for the sidewalk in lieu contributions and Business License Amendment Application. This item will not be heard this evening. This item will be rescheduled for the December 11, 2023 public hearing ACTION ITEM*

OLD BUSINESS:

OB 372 *2nd Reading of Ord. No. 1331, an Ordinance approving the Planned Unit Development Application by Darin and Kathleen Barfuss for the proposed Star Light Lane Subdivision at 1371 Silver Star Drive (Hailey FR S 1/2 TL 7731 & TL 7732 Sec 16 2N 18E) . ACTION ITEM*

7:05:30 PM Mayor Burke conducts 2nd Reading of Ordinance No. 1331, by title only.

STAFF REPORTS:

[7:06:57 PM](#) Horowitz tree lighting, lights on at dusk, December 1st.

[7:07:28 PM](#) Robyn Davis, HAHPC, Kristen Anderson and Pete, have refurbished the Peace banner, it was hung today.

[7:08:44 PM](#) Linnet looked at the packet closer, ARFF stands for “aircraft rescue and firefighter vehicle.”

[7:09:42 PM](#) Horowitz announced, the Holiday Party December 7th, Thursday from 5-8 pm.

[7:09:55 PM](#) Holiday Bazaar this weekend at Hemingway School, Thea’s last year.

[7:10:17 PM](#) Martinez is now on the Rotarun Board.[7:10:59 PM](#)

[7:11:52 PM](#) **Motion to adjourn by Martinez, Linnet seconds, motion passed unanimously.**

Return to Agenda

AGENDA ITEM SUMMARY

DATE 12/11/2023 DEPARTMENT: Finance & Records **DEPT. HEAD SIGNATURE:** MHC

SUBJECT

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

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

BACKGROUND:

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

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

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

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

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS:

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

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

FOLLOW UP NOTES:

Report Criteria:

Includes all check types

Includes unprinted checks

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Payee ID	Amount
11/30/2023	CDPT		0	AFLAC	1	-222.76
11/30/2023	CDPT		0	DELTA DENTAL PLAN OF I	2	-939.25
11/30/2023	CDPT		0	REGENCE BLUE SHIELD	3	-4,867.13
11/30/2023	CDPT		0	NCPERS GROUP LIFE INS	6	-136.00
11/30/2023	CDPT	12/04/2023	12807	PERSI	7	-39,727.38
11/30/2023	CDPT	12/04/2023	12805	MOUNTAIN WEST BANK	8	-40,410.21
11/30/2023	CDPT		0	IDAHO STATE TAX COMMI	9	-5,133.00
11/30/2023	CDPT	12/04/2023	12804	A.W. REHN & ASSOCIATE	21	-1,219.83
11/30/2023	CDPT		0	VSP	26	-140.84
11/30/2023	CDPT	12/04/2023	12806	Nationwide 457/Roth	34	-2,480.83
11/30/2023	CDPT	12/04/2023	56157	CHILD SUPPORT RECEIP	36	-493.94
11/30/2023	PC	12/07/2023	12723	ARELLANO, NANCY	8005	-1,477.33
11/30/2023	PC	12/07/2023	12724	CARRILLO-SALAS, DALIA	8209	-1,518.95
11/30/2023	PC	12/07/2023	12725	CONE, MARY M HILL	8009	-1,787.05
11/30/2023	PC	12/07/2023	12726	HOROWITZ, LISA	8049	-2,721.23
11/30/2023	PC	12/07/2023	12727	POMERLEAU, JENNIFER	8207	-1,411.27
11/30/2023	PC	12/07/2023	12728	STOKES, BECKY	8013	-2,382.46
11/30/2023	PC	12/07/2023	12729	DAVIS, ROBYN K	8060	-2,176.82
11/30/2023	PC	12/07/2023	12730	DYER, ASHLEY MAUREEN	8401	-1,675.69
11/30/2023	PC	12/07/2023	12731	JOHNSON, MICHELE	8110	-646.31
11/30/2023	PC	12/07/2023	12732	PARKER, JESSICA L	8111	-1,815.57
11/30/2023	PC	12/07/2023	12733	RODRIGUE, EMILY THERE	8115	-1,722.03
11/30/2023	PC	12/07/2023	12734	TRAN, TUYEN	8205	-1,289.61
11/30/2023	PC	12/07/2023	12735	BALEDGE, MICHAEL S	9054	-2,489.45
11/30/2023	PC	12/07/2023	12736	CHASE, AMANDA LUISE	9036	-1,530.13
11/30/2023	PC	12/07/2023	12737	EMERICK, DANIELLE A	9206	-1,154.08
11/30/2023	PC	12/07/2023	12738	ERVIN, CHRISTIAN C	8185	-1,889.69
11/30/2023	PC	12/07/2023	12739	GRANT, DARYL ERNEST	9126	-193.12
11/30/2023	PC	12/07/2023	12740	HAIRSTON, KEITH GUY	9025	-830.81
11/30/2023	PC	12/07/2023	12741	HERNANDEZ, ADAN	9027	-193.12
11/30/2023	PC	12/07/2023	12742	HOOVER, JAMES THOMA	9047	-2,036.87
11/30/2023	PC	12/07/2023	12743	MAYNE, EARL JAMES	9124	-343.89
11/30/2023	PC	12/07/2023	12744	PALLAS, MARTIN L	9111	-324.49
11/30/2023	PC	12/07/2023	12745	PRUETT, MATHEW DEAN	9040	-219.79
11/30/2023	PC	12/07/2023	12746	WALKER, CHAD MICHAEL	9028	-649.22
11/30/2023	PC	12/07/2023	12747	YEAGER, KAITLYN R	9117	-52.17
11/30/2023	PC	12/07/2023	12748	BURKE, MARTHA E	8074	-1,916.63
11/30/2023	PC	12/07/2023	12749	HUSBANDS, HEIDI	8302	-247.30
11/30/2023	PC	12/07/2023	12750	LINNET, SAMUEL L	8300	-809.73
11/30/2023	PC	12/07/2023	12751	MARTINEZ, JUAN F	8301	-806.86
11/30/2023	PC	12/07/2023	12752	THEA, KAREN J	8106	-756.40
11/30/2023	PC	12/07/2023	12753	CROTTY, JOSHUA M	8283	-1,386.08
11/30/2023	PC	12/07/2023	12754	DABNEY, LEE A DONAHUE	1008078	-817.95
11/30/2023	PC	12/07/2023	12755	DeKLOTZ, ELISE	8200	-365.93
11/30/2023	PC	12/07/2023	12756	DREWIEN, LYNETTE M	1008271	-692.68
11/30/2023	PC	12/07/2023	12757	FLETCHER, KRISTIN M	8122	-1,308.70
11/30/2023	PC	12/07/2023	12758	FORBIS, MICHAL J	8114	-1,360.17
11/30/2023	PC	12/07/2023	12759	GALVIN, EMILIE AURORA	8294	-51.72
11/30/2023	PC	12/07/2023	12760	MOSQUEDA - CAMACHO,	8295	-124.67
11/30/2023	PC	12/07/2023	12761	PRIMROSE, LAURA A	8102	-1,199.16
11/30/2023	PC	12/07/2023	12762	RODGERS, AMBER TELLE	8297	-210.55
11/30/2023	PC	12/07/2023	12763	STROPE, DENON MICHAEL	8101	-998.93
11/30/2023	PC	12/07/2023	12764	VAGIAS, BROOKE ELIZAB	8296	-44.32
11/30/2023	PC	12/07/2023	12765	YTURRI, ERIN	8123	-571.34

Includes all check types
Includes unprinted checks

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period	Separate Check
4683 8X8 INC											
416233	1	#4162336 Phone service fees for December 2023, us	Invoice	12/01/2023	12/11/2023	80.97	80.97	100-15-41713		1223	1
416233	2	#4162336 Phone service fees for December 2023, us	Invoice	12/01/2023	12/11/2023	80.97	80.97	200-15-41713		1223	1
416233	3	#4162336 Phone service fees for December 2023, us	Invoice	12/01/2023	12/11/2023	80.96	80.96	210-15-41713		1223	1
416233	4	#4162336 Phone service fees for December 2023, us	Invoice	12/01/2023	12/11/2023	121.45	121.45	100-20-41713		1223	1
416233	5	#4162336 Phone service fees for December 2023, us	Invoice	12/01/2023	12/11/2023	20.25	20.25	100-42-41713		1223	1
416233	6	#4162336 Phone service fees for December 2023, us	Invoice	12/01/2023	12/11/2023	20.25	20.25	200-42-41713		1223	1
416233	7	#4162336 Phone service fees for December 2023, us	Invoice	12/01/2023	12/11/2023	20.24	20.24	210-42-41713		1223	1
416233	8	#4162336 Phone service fees for December 2023, us	Invoice	12/01/2023	12/11/2023	242.90	242.90	210-70-41713		1223	1
416233	9	#4162336 Phone service fees for December 2023, us	Invoice	12/01/2023	12/11/2023	121.45	121.45	200-60-41713		1223	1
416233	10	#4162336 Phone service fees for December 2023, us	Invoice	12/01/2023	12/11/2023	121.45	121.45	100-55-41713		1223	1
416233	11	#4162336 Phone service fees for December 2023, us	Invoice	12/01/2023	12/11/2023	364.35	364.35	100-45-41713		1223	1
416233	12	#4162336 Phone service fees for December 2023, us	Invoice	12/01/2023	12/11/2023	30.36	30.36	100-50-41713		1223	1
416233	13	#4162336 Phone service fees for December 2023, us	Invoice	12/01/2023	12/11/2023	273.27	273.27	100-25-41713		1223	1
416233	14	#4162336 Phone service fees for December 2023, us	Invoice	12/01/2023	12/11/2023	91.09	91.09	100-40-41713		1223	1
Total 4683 8X8 INC:						1,669.96	1,669.96				
4409 A.W. REHN & ASSOCIATES											
13940	1	November 2023 - FSA Admin Fee	Invoice	12/01/2023	12/11/2023	33.33	33.33	100-15-41215		1223	1
13940	2	November 2023 - FSA Admin Fee	Invoice	12/01/2023	12/11/2023	33.33	33.33	200-15-41215		1223	1
13940	3	November 2023 - FSA Admin Fee	Invoice	12/01/2023	12/11/2023	33.34	33.34	210-15-41215		1223	1
Total 4409 A.W. REHN & ASSOCIATES:						100.00	100.00				
6533 AGNEW BECK CONSULTING, INC.											
12002	1	Invoice#12002	Invoice	11/20/2023	12/11/2023	101.25	101.25	100-20-41313		1223	1
Total 6533 AGNEW BECK CONSULTING, INC.:						101.25	101.25				
1913 AMAZON CAPITAL SERVICES											
11NF-H	1	11NF-GTJQ-FHMX Library program supplies Youth/A	Invoice	11/25/2023	12/11/2023	194.31	194.31	100-45-41215		1223	1
11PK-G	1	11PK-G6XJ-VK1Q RETURN XMAS LIGHTS	Invoice	11/26/2023	12/11/2023	169.32-	169.32-	100-40-41402		1223	1
13H6-K	1	13H6-K63C-VT3X RETURN XMAS LIGHTS	Invoice	11/26/2023	12/11/2023	84.66-	84.66-	100-40-41402		1223	1
143Y-N	1	143Y-N6PY-VPHX RETURN XMAS LIGHTS	Invoice	11/26/2023	12/11/2023	84.00-	84.00-	100-40-41402		1223	1
16HJ-T	1	16HJ-TQVV-N3M7 Library media collection purchase	Invoice	11/22/2023	12/11/2023	178.21	178.21	100-45-41535		1223	1
17WQ-	1	17WQ-4GCD-QNX3 MAIN ST. XMAS LIGHTS	Invoice	11/22/2023	12/11/2023	564.87	564.87	100-40-41402		1223	1
1H9K-R	1	1H9K-RCRH-LRTH-library disinfectant wipes	Invoice	11/28/2023	12/11/2023	54.00	54.00	100-45-41215		1223	1
1HV9-J	1	1HV9-j6xt-yqpx SNOW CAM	Invoice	12/03/2023	12/11/2023	610.83	610.83	100-40-41771		1223	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
1NDF-1	1	1NDF-11KQ-VW6W RETURN XMAS LIGHTS	Invoice	11/26/2023	12/11/2023	84.00-	84.00-	100-40-41402		1223	1
1PLX-R	1	1PLX-RMWG-CMJ1 SAMSUNG MONITOR - J. POM	Invoice	11/15/2023	12/11/2023	67.99	67.99	100-15-41533		1223	1
1PLX-R	2	1PLX-RMWG-CMJ1 SAMSUNG MONITOR - J. POM	Invoice	11/15/2023	12/11/2023	67.99	67.99	200-15-41533		1223	1
1PLX-R	3	1PLX-RMWG-CMJ1 SAMSUNG MONITOR - J. POM	Invoice	11/15/2023	12/11/2023	68.00	68.00	210-15-41533		1223	1
1QDX-	1	1QDX-VHNC-NN19 SURVEILLANCE HARD DRIVE	Invoice	11/28/2023	12/11/2023	30.00	30.00	100-15-41533		1223	1
1QDX-	2	1QDX-VHNC-NN19 SURVEILLANCE HARD DRIVE	Invoice	11/28/2023	12/11/2023	30.00	30.00	200-15-41533		1223	1
1QDX-	3	1QDX-VHNC-NN19 SURVEILLANCE HARD DRIVE	Invoice	11/28/2023	12/11/2023	30.00	30.00	210-15-41533		1223	1
1QPD-	1	#1QPD-M7X6-366T PRINTER TONER REPLACEME	Invoice	11/16/2023	12/11/2023	67.99	67.99	210-70-41411		1223	1
1TLM-	1	#1TLM-QKMF-NQW9 WORK PANTS - COLE	Invoice	11/22/2023	12/11/2023	211.95	211.95	200-60-41703		1223	1
1TLM-	2	#1TLM-QKMF-NQW9 WINTER GAITERS	Invoice	11/22/2023	12/11/2023	133.42	133.42	200-60-41703		1223	1
1TLM-	3	#1TLM-QKMF-NQW9 INSULATED BIBS - SHANE	Invoice	11/22/2023	12/11/2023	119.99	119.99	200-60-41703		1223	1
1TLM-	4	#1TLM-QKMF-NQW9 ICE CLEATS	Invoice	11/22/2023	12/11/2023	43.08	43.08	200-60-41703		1223	1
1TLM-	5	#1TLM-QKMF-NQW9 WALL CALENDAR	Invoice	11/22/2023	12/11/2023	18.58	18.58	200-60-41211		1223	1
1VV6-6	1	#1VV6-6399-GGVM TOOLS FOR PLANT WW	Invoice	11/17/2023	12/11/2023	582.41	582.41	210-70-41423		1223	1
1WL4-F	1	1WL4-FF6P-TW94 RETURN XMAS LIGHTS	Invoice	11/26/2023	12/11/2023	85.99-	85.99-	100-40-41402		1223	1
1YFF-J	1	1YFF-JL49-399K-3 staff, 6 public computers	Invoice	11/30/2023	12/11/2023	6,203.91	6,203.91	100-45-41533		1223	1
Total 1913 AMAZON CAPITAL SERVICES:						8,769.56	8,769.56				
5876 ARCH COMMUNITY HOUSING TRUST											
542	1	Locals Only Program - Snowflake Drive	Invoice	12/05/2023	12/11/2023	110,000.00	110,000.00	120-10-41549		1223	1
543	1	Locals Only Program - Woodside	Invoice	12/05/2023	12/11/2023	98,108.93	98,108.93	120-10-41549		1223	1
Total 5876 ARCH COMMUNITY HOUSING TRUST:						208,108.93	208,108.93				
215 ARNOLD MACHINERY COMPANY											
PX100	1	PX1000262-1 O-RING, WASER, SEALING KIT RET	Invoice	06/02/2022	06/27/2022	328.51-	328.51-	100-40-41405		622	1
Total 215 ARNOLD MACHINERY COMPANY:						328.51-	328.51-				
6917 AT&T MOBILITY LLC											
287309	1	287309821298 - WATER	Invoice	11/23/2023	12/11/2023	344.32	344.32	200-60-41713		1223	1
Total 6917 AT&T MOBILITY LLC:						344.32	344.32				
375 ATKINSON'S MARKET											
016698	1	library Restroom air freshners/disinfectant wipes	Invoice	11/28/2023	12/11/2023	14.46	14.46	100-45-41215		1223	1
057326	1	CITY HALL SUPPLIES - FIRST AID	Invoice	11/30/2023	12/11/2023	5.11	5.11	100-15-41215		1223	1
057326	2	CITY HALL SUPPLIES - FIRST AID	Invoice	11/30/2023	12/11/2023	5.11	5.11	200-15-41215		1223	1
057326	3	CITY HALL SUPPLIES - FIRST AID	Invoice	11/30/2023	12/11/2023	5.11	5.11	210-15-41215		1223	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 375 ATKINSON'S MARKET:						29.79	29.79				
4214 B&G DIRTWORKS, LLC											
21239	1	21239 HFD TINY HOUSE	Invoice	11/27/2023	12/11/2023	60,981.00	60,981.00	120-10-41549		1223	1
Total 4214 B&G DIRTWORKS, LLC:						60,981.00	60,981.00				
6377 BENT BAR FABRICATION, LLC											
21207	1	Inv # 21207 Engine 511 Repair	Invoice	11/15/2023	12/11/2023	293.75	293.75	100-55-41415		1223	1
Total 6377 BENT BAR FABRICATION, LLC:						293.75	293.75				
1504 BEST DAY HR											
45257	1	45257 PARKS DIV. MGR RECRUITMENT	Invoice	11/27/2023	12/11/2023	5,500.00	5,500.00	100-50-41325		1323	1
Total 1504 BEST DAY HR:						5,500.00	5,500.00				
5977 BLAINE COUNTY EMERGENCY COMM											
HFDPS	1	Inv # HFDPS24 Dispatch Services	Invoice	12/05/2023	12/11/2023	4,849.40	4,849.40	100-55-41741		1223	1
Total 5977 BLAINE COUNTY EMERGENCY COMM:						4,849.40	4,849.40				
50606 BOETTCHER, SUSY											
CRE R	1	CR REF - 1621 BALDY VIEW	Invoice	11/30/2023	12/11/2023	1,964.12	1,964.12	100-00-15110		1223	1
Total 50606 BOETTCHER, SUSY:						1,964.12	1,964.12				
629 BURKS TRACTOR											
MT113	1	MT11356 NEW KUBOTA BLADE	Invoice	11/09/2023	12/11/2023	2,208.00	2,208.00	100-40-41405		1223	1
Total 629 BURKS TRACTOR:						2,208.00	2,208.00				
6349 CARRILLO, DALIA											
TCW R	1	TCW DEP REFUND	Invoice	11/29/2023	12/11/2023	500.00	500.00	100-00-32265		1223	1
Total 6349 CARRILLO, DALIA:						500.00	500.00				
3002 CASELLE, INC.											
128868	1	#128868 Caselle Con. Appp Soft.: Elec. W2s/1099	Invoice	11/21/2023	12/11/2023	333.33	333.33	100-15-41313		1223	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
128868	2	#128868 Caselle Con. Appp Soft.: Elec. W2s/1099	Invoice	11/21/2023	12/11/2023	333.33	333.33	200-15-41313		1223	1
128868	3	#128868 Caselle Con. Appp Soft.: Elec. W2s/1099	Invoice	11/21/2023	12/11/2023	333.34	333.34	210-15-41313		1223	1
129550	1	#129550 Annual Con. Supp & Maint for elec. W2s/10	Invoice	12/01/2023	12/11/2023	75.00	75.00	100-15-41313		1223	1
129550	2	#129550 Annual Con. Supp & Maint for elec. W2s/10	Invoice	12/01/2023	12/11/2023	75.00	75.00	200-15-41313		1223	1
129550	3	#129550 Annual Con. Supp & Maint for elec. W2s/10	Invoice	12/01/2023	12/11/2023	75.00	75.00	210-15-41313		1223	1
Total 3002 CASELLE, INC.:						1,225.00	1,225.00				
873 CED, INC.											
3755-1	1	3755-1056651 BATTERIES FOR RRFB'S RETURN	Invoice	11/27/2023	12/11/2023	522.00-	522.00-	100-40-41403		1223	1
3755-1	1	3755-1056653 BATTERIES FOR RRFB'S	Invoice	11/29/2023	12/11/2023	1,071.60	1,071.60	100-40-41403		1223	1
Total 873 CED, INC.:						549.60	549.60				
6056 CENTURY LINK											
11/22/2	1	9814 260B	Invoice	11/22/2023	12/11/2023	105.12	105.12	100-15-41713		1223	1
11/22/2	2	9814 260B	Invoice	11/22/2023	12/11/2023	105.12	105.12	200-15-41713		1223	1
11/22/2	3	9814 260B	Invoice	11/22/2023	12/11/2023	105.12	105.12	210-15-41713		1223	1
11/22/2	4	9814 260B	Invoice	11/22/2023	12/11/2023	105.12	105.12	100-25-41713		1223	1
11/22/2	5	9814 260B	Invoice	11/22/2023	12/11/2023	105.12	105.12	100-20-41713		1223	1
11/22/2	6	9814 260B- 33.33%	Invoice	11/22/2023	12/11/2023	35.04	35.04	100-42-41713		1223	1
11/22/2	7	9814 260B- 33.33%	Invoice	11/22/2023	12/11/2023	35.05	35.05	200-42-41713		1223	1
11/22/2	8	9814 260B- 33.33%	Invoice	11/22/2023	12/11/2023	35.05	35.05	210-42-41713		1223	1
11/22/2	9	2211-125b treatment plant	Invoice	11/22/2023	12/11/2023	74.08	74.08	210-70-41713		1223	1
11/22/2	10	2211-125B Water Dept	Invoice	11/22/2023	12/11/2023	74.08	74.08	200-60-41713		1223	1
11/22/2	11	3147 220B HFD	Invoice	11/22/2023	12/11/2023	84.89	84.89	100-55-41713		1223	1
11/22/2	12	6566 569B Police Dept	Invoice	11/22/2023	12/11/2023	74.08	74.08	100-25-41713		1223	1
11/22/2	13	5965-737B STREET SHOP	Invoice	11/22/2023	12/11/2023	79.23	79.23	100-40-41713		1223	1
Total 6056 CENTURY LINK:						1,017.10	1,017.10				
5702 CINTAS											
417118	1	4171184199 UNIFORM SERVICES STS	Invoice	10/18/2023	12/11/2023	66.83	66.83	100-40-41703		1223	1
417194	1	4171943568 UNIFORM SERVICES STS	Invoice	10/25/2023	12/11/2023	66.83	66.83	100-40-41703		1223	1
417257	1	4172576928 UNIFORM SERVICES STS	Invoice	11/01/2023	12/11/2023	66.83	66.83	100-40-41703		1223	1
417338	1	#4173380716 UNIFORM SERVICES WW	Invoice	11/08/2023	12/11/2023	220.88	220.88	210-70-41703		1223	1
417338	1	4173380803 UNIFORM SERVICES STS	Invoice	11/08/2023	12/11/2023	81.30	81.30	100-40-41703		1223	1
417414	1	4174149336 UNIFORM SERVICES STS	Invoice	11/15/2023	12/11/2023	81.30	81.30	100-40-41703		1223	1
417483	1	4174830277 UNIFORM SERVICES STS	Invoice	11/21/2023	12/11/2023	97.23	97.23	100-40-41703		1223	1
518332	1	#5183328321 FIRST AID SUPPLOY WW	Invoice	11/08/2023	12/11/2023	57.56	57.56	210-70-41413		1223	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 5702 CINTAS:						738.76	738.76				
644 CITY OF HAILEY PETTY CASH											
702216	1	#EVIDENCE POSTAGE TO ISP	Invoice	11/27/2023	12/11/2023	18.30	18.30	100-25-41213		1223	1
Total 644 CITY OF HAILEY PETTY CASH:						18.30	18.30				
670 CITY OF HAILEY W&S DEPT											
NOVE	1	CITY OF HAILEY - STREET SHOP	Invoice	11/01/2023	12/11/2023	758.30	758.30	100-40-41717		1223	1
NOVE	2	CITY OF HAILEY - INTER CENTER	Invoice	11/01/2023	12/11/2023	93.18	93.18	100-10-41717		1223	1
NOVE	3	CITY OF HAILEY - TOWN CENTER WEST	Invoice	11/01/2023	12/11/2023	55.67	55.67	100-50-41718		1223	1
NOVE	4	CITY OF HAILEY RODEO FROST	Invoice	11/01/2023	12/11/2023	12.14	12.14	100-50-41617		1223	1
NOVE	5	CITY OF HAILEY RODEO PARK	Invoice	11/01/2023	12/11/2023	33.63	33.63	100-50-41617		1223	1
NOVE	6	CITY OF HAILEY CITY HALL	Invoice	11/01/2023	12/11/2023	133.08	133.08	100-42-41717		1223	1
NOVE	7	CITY OF HAILEY CITY HALL	Invoice	11/01/2023	12/11/2023	133.08	133.08	200-42-41717		1223	1
NOVE	8	CITY OF HAILEY CITY HALL	Invoice	11/01/2023	12/11/2023	133.07	133.07	210-42-41717		1223	1
NOVE	9	CITY OF HAILEY FIRE DEPARTMENT	Invoice	11/01/2023	12/11/2023	70.22	70.22	100-55-41717		1223	1
NOVE	10	CITY OF HAILEY TREATMENT PL	Invoice	11/01/2023	12/11/2023	103.00	103.00	200-60-41717		1223	1
NOVE	11	CITY OF HAILEY TREATMENT PL	Invoice	11/01/2023	12/11/2023	103.00	103.00	210-70-41717		1223	1
NOVE	12	CITY OF HAILEY POLICE DEPT	Invoice	11/01/2023	12/11/2023	94.93	94.93	100-25-41717		1223	1
NOVE	13	CITY PARKING LOT- IRRIGATION	Invoice	11/01/2023	12/11/2023	1,139.11	1,139.11	100-50-41717		1223	1
Total 670 CITY OF HAILEY W&S DEPT:						2,862.41	2,862.41				
2954 CLEAR CREEK DISPOSAL -PARKS											
000167	1	0001675947 PORT RESTROOM - SKATE PARK	Invoice	11/27/2023	12/11/2023	128.50	128.50	100-50-41403		1223	1
000167	1	0001675948 PORT RESTROOM - HEAGLE PARK	Invoice	11/27/2023	12/11/2023	10.00	10.00	100-50-41403		1223	1
Total 2954 CLEAR CREEK DISPOSAL -PARKS:						138.50	138.50				
22457 CLEAR CREEK DISPOSAL, INC.											
NOVE	1	FRANCHISE FEE -NOVEMBER 2023	Invoice	12/03/2023	12/11/2023	162,500.00	162,500.00	100-00-20515		1223	1
Total 22457 CLEAR CREEK DISPOSAL, INC.:						162,500.00	162,500.00				
7000 CLEARWATER LANDSCAPING											
23-112	1	23-112160 FOX ACRES ROUNDABOUT - BED MAIN	Invoice	11/15/2023	12/11/2023	210.00	210.00	100-50-41325		1223	1
23-114	1	23-114593 HOLIDAY LIGHTS	Invoice	11/20/2023	12/11/2023	18,387.20	18,387.20	100-40-41402		1223	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 7000 CLEARWATER LANDSCAPING:						18,597.20	18,597.20				
5961 CLEARWATER POWER EQUIPMENT LLC											
53683	1	#53683 CHOP SAW REPAIRS	Invoice	11/22/2023	12/11/2023	86.51	86.51	200-60-41405		1223	1
Total 5961 CLEARWATER POWER EQUIPMENT LLC:						86.51	86.51				
50396 COASTLINE EQUIPMENT											
105007	1	1050078 RETURN - SEALING, WASHER, INJEC	Invoice	08/28/2023	09/11/2023	535.12-	535.12-	100-40-41405		923	1
Total 50396 COASTLINE EQUIPMENT:						535.12-	535.12-				
4948 CONE, MARY											
107602	1	HOLIDAY PARTY SUPPLIES REIM	Invoice	11/27/2023	12/11/2023	18.01	18.01	100-15-41215		1223	1
107602	2	HOLIDAY PARTY SUPPLIES REIM	Invoice	11/27/2023	12/11/2023	18.01	18.01	200-15-41215		1223	1
107602	3	HOLIDAY PARTY SUPPLIES REIM	Invoice	11/27/2023	12/11/2023	18.01	18.01	210-15-41215		1223	1
Total 4948 CONE, MARY:						54.03	54.03				
337 COPY & PRINT LLC											
1004	1	Inv 1004 library stamp-"This Book belongs to"	Invoice	11/28/2023	12/11/2023	24.95	24.95	100-45-41215		1223	1
Total 337 COPY & PRINT LLC:						24.95	24.95				
2808 CORE & MAIN LP											
T71028	1	#T710281 UNI-FLANGE FOR SBR 2 DECANter W	Invoice	11/09/2023	12/11/2023	627.72	627.72	210-70-41401		1223	1
T97901	1	#T979013 2" METERS	Invoice	11/21/2023	12/11/2023	5,379.54	5,379.54	220-65-41403		1223	1
Total 2808 CORE & MAIN LP:						6,007.26	6,007.26				
972 COX COMMUNICATIONS											
11/18/2	1	001 2401 038676401 WATER	Invoice	11/18/2023	12/11/2023	79.00	79.00	200-60-41713		1223	1
11/18/2	2	0012401 038676401 WASTEWATER	Invoice	11/18/2023	12/11/2023	78.99	78.99	210-70-41713		1223	1
11/20/2	1	027815002 Library	Invoice	11/20/2023	12/11/2023	214.58	214.58	100-45-41713		1223	1
11/20/2	2	0205236602 STREET	Invoice	11/20/2023	12/11/2023	184.51	184.51	100-40-41713		1223	1
11/20/2	3	035971201 WELCOME CTR	Invoice	11/20/2023	12/11/2023	79.00	79.00	100-10-41717		1223	1
Total 972 COX COMMUNICATIONS:						636.08	636.08				

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
6877 D.O.P.L											
NOVE	1	BUILDING PERMIT & FEES NOVEMBER 2023	Invoice	12/03/2023	12/11/2023	5,260.60	5,260.60	100-00-20325		1223	1
Total 6877 D.O.P.L:						5,260.60	5,260.60				
2912 DAVIS EMBROIDERY											
43531	1	Inv # 43531 Logo for T-shirts, sweatshirts and hats	Invoice	11/21/2023	12/11/2023	1,873.31	1,873.31	100-55-41703		1223	1
Total 2912 DAVIS EMBROIDERY:						1,873.31	1,873.31				
50608 DAVIS, STEVEN and KATHY											
CR RE	1	CR REF - 204 CARBONATE	Invoice	12/05/2023	12/11/2023	9.58	9.58	100-00-15110		1223	1
Total 50608 DAVIS, STEVEN and KATHY:						9.58	9.58				
3124 DIVISION OF OCCUPATIONAL AND PROF. LIC											
LIC II U	1	LICENSE UPGRADE - T. PETERSON	Invoice	12/05/2023	12/11/2023	25.00	25.00	200-60-41723		1223	1
Total 3124 DIVISION OF OCCUPATIONAL AND PROF. LIC:						25.00	25.00				
8583 D-SWANER WELDING, INC											
21161	1	21161 ROOF RACK FOR KUBOTA #4051	Invoice	11/15/2023	12/11/2023	831.15	831.15	100-40-41405		1223	1
21162	1	21162 BOBCAT QUICK ATTACH	Invoice	11/15/2023	12/11/2023	950.61	950.61	100-40-41405		1223	1
Total 8583 D-SWANER WELDING, INC:						1,781.76	1,781.76				
1636 ELEVATION BUILDERS											
HCE B	1	HCE BP 23-042 DEPOSIT REFUND	Invoice	12/04/2023	12/11/2023	1,250.00	1,250.00	100-00-20326		1223	1
Total 1636 ELEVATION BUILDERS:						1,250.00	1,250.00				
5451 ESPINOZA, DIANA											
TCW R	1	TCW REFUND	Invoice	11/27/2023	12/11/2023	100.00	100.00	100-00-32265		1223	1
Total 5451 ESPINOZA, DIANA:						100.00	100.00				
1464 FISHER'S FINANCE INC											
353534	1	35353486 Copier contract 11.20-12.19.23	Invoice	11/21/2023	12/11/2023	381.23	381.23	100-45-41323		1223	1

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period	Separate Check
Total 1464 FISHER'S FINANCE INC:						381.23	381.23				
5909 FUGATE, JANET											
P&Z ST	1	P&Z Stipend 12/4/23	Invoice	12/04/2023	12/11/2023	100.00	100.00	100-10-41313		1223	1
P&Z ST	2	1 PZ Stipend	Invoice	12/04/2023	12/11/2023	50.00	50.00	200-10-41313		1223	1
P&Z ST	3	2 PZ Stipend	Invoice	12/04/2023	12/11/2023	50.00	50.00	210-10-41313		1223	1
Total 5909 FUGATE, JANET:						200.00	200.00				
50604 FURLONG, HILARY											
CR RE	1	CR REF - 1110 QUIGLEY RD	Invoice	11/30/2023	12/11/2023	83.54	83.54	100-00-15110		1223	1
Total 50604 FURLONG, HILARY:						83.54	83.54				
5711 G & G LANDSCAPING SERVICES INC											
11163	1	11163 KIWANIS PARK - IRRIG'N BLOWOUT	Invoice	11/01/2023	12/11/2023	425.00	425.00	100-50-41325		1223	1
11165	1	11165 HEAGLE - IRRIG'N BLOWOUT	Invoice	11/01/2023	12/11/2023	250.00	250.00	100-50-41325		1223	1
11166	1	11166 CUTTERS - IRRIG'N BLOWOUT	Invoice	11/01/2023	12/11/2023	650.00	650.00	100-50-41325		1223	1
11247	1	11247 ARBORETUM - CHECK/FIX IRRIG'N, BLOW	Invoice	11/01/2023	12/11/2023	865.14	865.14	100-50-41325		1223	1
Total 5711 G & G LANDSCAPING SERVICES INC:						2,190.14	2,190.14				
5452 GALLAGHER, BRIAN & JULIE MILLS											
REF O	1	OVERPMNT REF - 450 DEERTRAIL	Invoice	11/28/2023	12/11/2023	450.00	450.00	100-00-15110		1223	1
Total 5452 GALLAGHER, BRIAN & JULIE MILLS:						450.00	450.00				
50603 GARDENSWARTZ, WILL and JENNY											
CR RE	1	CR REF - 1831 BRIARWOOD	Invoice	11/30/2023	12/11/2023	152.93	152.93	100-00-15110		1223	1
Total 50603 GARDENSWARTZ, WILL and JENNY:						152.93	152.93				
50378 GARRISON, SHANE											
610178	1	LIS REN BAT AND DRINKING WATER TMT 2 - Garri	Invoice	12/05/2023	12/11/2023	60.00	60.00	200-60-41723		1223	1
907687	1	#907687 WASTEWATER BOOK/COURSE WW	Invoice	11/14/2023	12/11/2023	212.00	212.00	210-70-41723		1223	1
Total 50378 GARRISON, SHANE:						272.00	272.00				

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
5155 GELSKEY, LEANN											
CR RE	1	CR REF - 15 E SPRUCE	Invoice	11/30/2023	12/11/2023	88.48	88.48	100-00-15110		1223	1
CR RE	1	CR REF - 13 E SPRUCE	Invoice	11/30/2023	12/11/2023	113.18	113.18	100-00-15110		1223	1
Total 5155 GELSKEY, LEANN:						201.66	201.66				
2134 GEOBILITY LLC											
1043	1	1043 PROF. GIS SERVICES Nov 2023 STS	Invoice	12/01/2023	12/11/2023	2,019.00	2,019.00	100-40-41313		1223	1
1043	2	1043 PROF. GIS SERVICES Nov 2023 CDD	Invoice	12/01/2023	12/11/2023	1,663.00	1,663.00	100-20-41313		1223	1
1043	3	1043 PROF. GIS SERVICES Nov 2023 PARKS	Invoice	12/01/2023	12/11/2023	73.00	73.00	100-50-41313		1223	1
1043	4	1043 PROF. GIS SERVICES Nov 2023 WW	Invoice	12/01/2023	12/11/2023	86.00	86.00	210-70-41313		1223	1
1043	5	1043 PROF. GIS SERVICES Nov 2023 W	Invoice	12/01/2023	12/11/2023	3,227.00	3,227.00	200-60-41313		1223	1
1043	6	1043 PROF. GIS SERVICES Nov 2023 W SPLIT	Invoice	12/01/2023	12/11/2023	1,141.50	1,141.50	200-60-41313		1223	1
1043	7	1043 PROF. GIS SERVICES Nov 2023 WW SPLIT	Invoice	12/01/2023	12/11/2023	1,141.50	1,141.50	210-70-41313		1223	1
Total 2134 GEOBILITY LLC:						9,351.00	9,351.00				
6023 GIVENS PURSLEY LLP											
265414	1	26414 GENERAL WATER	Invoice	11/29/2023	12/11/2023	17,250.00	17,250.00	200-60-41313		1223	1
Total 6023 GIVENS PURSLEY LLP:						17,250.00	17,250.00				
1850 GREAT AMERICA FINANCIAL SERVICES											
353360	1	Invoice# 35336043 12/2023	Invoice	11/20/2023	12/11/2023	150.00	150.00	100-20-41323		1223	1
Total 1850 GREAT AMERICA FINANCIAL SERVICES:						150.00	150.00				
658 HAILEY CHAMBER OF COMMERCE											
11151	1	Inv#11151 Annual Library Dues	Invoice	11/09/2023	12/11/2023	300.00	300.00	100-45-41711		1223	1
Total 658 HAILEY CHAMBER OF COMMERCE:						300.00	300.00				
50602 HAND, BROOKE											
CR RE	1	CR REF - 1031 SUNRISE DR	Invoice	11/30/2023	12/11/2023	160.68	160.68	100-00-15110		1223	1
Total 50602 HAND, BROOKE:						160.68	160.68				
6934 HANGER BREAD											
02977	1	CITY OF HAILEY - CHRISTMAS PARTY DINNER R	Invoice	12/07/2023	12/11/2023	26.75	26.75	100-15-41215		1223	1
02977	2	CITY OF HAILEY - CHRISTMAS PARTY DINNER R	Invoice	12/07/2023	12/11/2023	26.75	26.75	200-15-41215		1223	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
02977	3	CITY OF HAILEY - CHRISTMAS PARTY DINNER R	Invoice	12/07/2023	12/11/2023	26.75	26.75	210-15-41215		1223	1
Total 6934 HANGER BREAD:						80.25	80.25				
5410 HDR ENGINEERING INC											
120057	1	1200572147 HEADWORKS IMPR. DESIGN T.O. #5	Invoice	11/16/2023	12/11/2023	23,312.45	23,312.45	210-70-41511	24.70.0001.1	1223	1
120057	1	1200573553 MISC. WATER RIGHTS TO #5	Invoice	11/20/2023	12/11/2023	1,007.78	1,007.78	200-60-41313		1223	1
120057	1	1200574459 FACILITY PLANNING STUDY TO#11 -	Invoice	11/27/2023	12/11/2023	1,357.13	1,357.13	230-75-41549	19.70.0001.1	1223	1
Total 5410 HDR ENGINEERING INC:						25,677.36	25,677.36				
5507 HENNESSEY COMPANY											
FINAL	1	Final Release of Sec Agreement Block 94	Invoice	11/27/2023	12/11/2023	27,623.25	27,623.25	100-00-20314		1223	1
Total 5507 HENNESSEY COMPANY:						27,623.25	27,623.25				
671 IDAHO LUMBER & HARDWARE											
969420	1	#969420 TIE-DOWN STRAPS	Invoice	11/15/2023	12/11/2023	59.98	59.98	200-60-41415		1223	1
969430	1	#969430 5 GAL. GAS CAN	Invoice	11/15/2023	12/11/2023	38.99	38.99	200-60-41415		1223	1
969615	1	#969615 BRUSHS AND LACQUER FOR HOLIDAY S	Invoice	11/16/2023	12/11/2023	68.97	68.97	200-60-41403		1223	1
969637	1	#969637 CLEAR COAT FOR HOLIDAY SQUARE PR	Invoice	11/16/2023	12/11/2023	25.00	25.00	200-60-41403		1223	1
969638	1	#969638 SNOW BROOMS FOR TRUCKS	Invoice	11/16/2023	12/11/2023	86.97	86.97	200-60-41415		1223	1
970062	1	970062 FENCE POST	Invoice	11/20/2023	12/11/2023	17.99	17.99	100-40-41405		1223	1
970124	1	970124 BLACK SPRAY PAINT	Invoice	11/20/2023	12/11/2023	25.77	25.77	100-40-41405		1223	1
970186	1	#970186 WINTER GLOVES - COLE	Invoice	11/21/2023	12/11/2023	29.99	29.99	200-60-41703		1223	1
970236	1	#970236 CUTOFF DISC. FOR GRINDER	Invoice	11/21/2023	12/11/2023	22.56	22.56	200-60-41405		1223	1
970237	1	#970237 CUTOFF DISC. FOR GRINDER	Invoice	11/21/2023	12/11/2023	4.59	4.59	200-60-41405		1223	1
970247	1	970247 MAINT. - BROOM, TOWELS, MICE BAIT ST	Invoice	11/21/2023	12/11/2023	26.97	26.97	100-50-41405		1223	1
970248	1	970248 BROOM #4048	Invoice	11/21/2023	12/11/2023	6.99	6.99	100-50-41405		1223	1
970282	1	970282 MAG TANK PARTS	Invoice	11/21/2023	12/11/2023	12.97	12.97	100-40-41405		1223	1
970878	1	970878 MAINT. - SNOW STAKES	Invoice	11/28/2023	12/11/2023	27.54	27.54	100-50-41405		1223	1
970914	1	INV # 970914 LIGHT BULBS	Invoice	11/28/2023	12/11/2023	21.99	21.99	100-55-41523		1223	1
971069	1	#971069 TIE DOWNS	Invoice	11/29/2023	12/11/2023	29.99	29.99	200-60-41415		1223	1
971392	1	971392 PANIC ALARMS - VELCRO FOX BUILDING	Invoice	12/01/2023	12/11/2023	1.66	1.66	100-42-41413		1223	1
971392	2	971392 PANIC ALARMS - VELCRO FOX BUILDING	Invoice	12/01/2023	12/11/2023	1.66	1.66	200-42-41413		1223	1
971392	3	971392 PANIC ALARMS - VELCRO FOX BUILDING	Invoice	12/01/2023	12/11/2023	1.67	1.67	210-42-41413		1223	1
971413	1	971413 TREE FENCING	Invoice	12/01/2023	12/11/2023	74.99	74.99	100-50-41405		1223	1
971415	1	971415 RETURN WIRE FENCING	Invoice	12/01/2023	12/11/2023	74.99-	74.99-	100-50-41405		1223	1
971617	1	#971617 TRAILER ADAPTER	Invoice	12/04/2023	12/11/2023	4.99	4.99	200-60-41415		1223	1
971652	1	971652 TCW SNOW BUCKETS FOR DEICER	Invoice	12/04/2023	12/11/2023	13.18	13.18	100-50-41718		1223	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
971742	1	INV # 971742 Station Hook	Invoice	12/05/2023	12/11/2023	8.99	8.99	100-55-41215		1223	1
Total 671 IDAHO LUMBER & HARDWARE:						539.41	539.41				
5631 IDAHO MATERIALS AND CONSTRUCTION											
22947	1	PAY REQUEST #2 CROY TO QUIGLEY PATH	Invoice	11/04/2023	12/11/2023	1,471.97	1,471.97	120-40-41549	21.40.0003.1	1223	1
Total 5631 IDAHO MATERIALS AND CONSTRUCTION:						1,471.97	1,471.97				
400 IDAHO MOUNTAIN EXPRESS											
11/30/2	1	11/20 - P&Z GGLO MASTER PLAN, TITLE 17 TXT A	Invoice	11/30/2023	12/11/2023	66.24	66.24	100-20-41319		1223	1
11/30/2	2	Ord 1333 - QUIGLEY RD ANNEXATION	Invoice	11/30/2023	12/11/2023	480.69	480.69	100-20-41319		1223	1
11/30/2	3	SUPPL ORD 1335 - ISSUANCE OF W.W. REV BON	Invoice	11/30/2023	12/11/2023	197.80	197.80	210-70-41319		1223	1
11/30/2	4	11/27 - T.17 TXT AMEND SIDEWALK AND DRAINAG	Invoice	11/30/2023	12/11/2023	63.48	63.48	100-20-41319		1223	1
11/30/2	5	11/27 - CONS. OF RES. 2023 TO AMEND. RES 202	Invoice	11/30/2023	12/11/2023	41.40	41.40	100-20-41319		1223	1
11/30/2	6	12/04 - P&Z DESIG. REV APP BY ADVOCATES, DE	Invoice	11/30/2023	12/11/2023	77.28	77.28	100-20-41319		1223	1
11/30/2	7	12/11 - CC -TXT AMEND TITLE 16 SUB. REG.	Invoice	11/30/2023	12/11/2023	45.08	45.08	100-20-41319		1223	1
11/30/2	8	12/18 P&Z - DESIG REV APP BY DE LA TORRE, CO	Invoice	11/30/2023	12/11/2023	77.28	77.28	100-20-41319		1223	1
Total 400 IDAHO MOUNTAIN EXPRESS:						1,049.25	1,049.25				
22433 IDAHO POWER											
11/17/2	1	IP 2204837906 - STREET	Invoice	11/17/2023	12/11/2023	1,615.34	1,615.34	100-40-41715		1223	1
11/17/2	2	IP 2204935643 - 1811 Merlin Loop	Invoice	11/17/2023	12/11/2023	855.55	855.55	100-40-41717		1223	1
11/17/2	3	IP 2204935643 - 617 3rd Ave S	Invoice	11/17/2023	12/11/2023	278.17	278.17	100-55-41717		1223	1
11/17/2	4	IP 2204935643 - 116 River St.	Invoice	11/17/2023	12/11/2023	91.57	91.57	100-50-41718		1223	1
11/17/2	5	ip 2204935643 - 7 Croy St.	Invoice	11/17/2023	12/11/2023	443.26	443.26	100-45-41717		1223	1
11/17/2	6	IP 2204935643 - 115 Main St 2nd Floor	Invoice	11/17/2023	12/11/2023	275.54	275.54	100-42-41717		1223	1
11/17/2	7	IP 2204935643 - 115 Main St 2nd Floor	Invoice	11/17/2023	12/11/2023	275.54	275.54	200-42-41717		1223	1
11/17/2	8	IP 2204935643 - 115 Main St 2nd Floor	Invoice	11/17/2023	12/11/2023	275.55	275.55	210-42-41717		1223	1
11/17/2	9	IP 2207926011 - 113 N River St Compact	Invoice	11/17/2023	12/11/2023	32.62	32.62	100-40-41715		1223	1
11/17/2	10	IP 2204637769 WW	Invoice	11/17/2023	12/11/2023	15,343.34	15,343.34	210-70-41717		1223	1
11/17/2	11	IP22062003362 Water	Invoice	11/17/2023	12/11/2023	2,374.94	2,374.94	200-60-41717		1223	1
11/17/2	12	IP Acct#2206105138 STREET	Invoice	11/17/2023	12/11/2023	79.42	79.42	100-40-41715		1223	1
11/17/2	13	IP2207611134 Street - 89 Croy Rd	Invoice	11/17/2023	12/11/2023	25.02	25.02	100-40-41715		1223	1
11/17/2	14	IP2220558932 - PARKS LION PARK	Invoice	11/17/2023	12/11/2023	16.50	16.50	100-40-41717		1223	1
Total 22433 IDAHO POWER:						21,982.36	21,982.36				

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
138 IDAHO RURAL WATER ASSOC.											
E5366	1	#E5366 BRYSON BAT REFRESH CEU WW	Invoice	11/20/2023	12/11/2023	200.00	200.00	210-70-41723		1223	1
Total 138 IDAHO RURAL WATER ASSOC.:						200.00	200.00				
612 INGRAM BOOK COMPANY											
10.202	1	10.2023 MSD COLLECTION - REM BAL	Invoice	12/01/2023	12/11/2023	488.00	488.00	100-45-41535		1223	1
11.2023	1	11.2023 MSD COLLECTION	Invoice	12/01/2023	12/11/2023	3,748.07	3,748.07	100-45-41535		1223	1
Total 612 INGRAM BOOK COMPANY:						4,236.07	4,236.07				
229 INTEGRATED TECHNOLOGIES											
230957	1	230957 SERV. CON. SHARP/BP-70M55 PRINTER	Invoice	12/05/2023	12/11/2023	14.64	14.64	100-15-41323		1223	1
230957	2	230957 SERV. CON. SHARP/BP-70M55 PRINTER	Invoice	12/05/2023	12/11/2023	14.64	14.64	200-15-41323		1223	1
230957	3	230957 SERV. CON. SHARP/BP-70M55 PRINTER	Invoice	12/05/2023	12/11/2023	14.64	14.64	210-15-41323		1223	1
Total 229 INTEGRATED TECHNOLOGIES:						43.92	43.92				
6304 INTEGRITY PUMP SOLUTIONS, INC											
4014N	1	#4014N RAILS FOR PLANT DEWATER PUMPS	Invoice	11/21/2023	12/11/2023	2,858.00	2,858.00	210-70-41401		1223	1
Total 6304 INTEGRITY PUMP SOLUTIONS, INC:						2,858.00	2,858.00				
384 INTERMOUNTAIN GAS COMPANY											
11/22/2	1	meter 536199 P/W 33.3%	Invoice	11/22/2023	12/11/2023	21.27	21.27	100-42-41717		1223	1
11/22/2	2	meter 536199 P/W 33.3%	Invoice	11/22/2023	12/11/2023	21.27	21.27	200-42-41717		1223	1
11/22/2	3	meter 536199 P/W 33.3%	Invoice	11/22/2023	12/11/2023	21.28	21.28	210-42-41717		1223	1
11/22/2	4	meter 536199 LIBRARY	Invoice	11/22/2023	12/11/2023	63.82	63.82	100-45-41717		1223	1
11/22/2	5	meter 520352 PW 1241 WAR EAGLE	Invoice	11/22/2023	12/11/2023	15.45	15.45	100-50-41717		1223	1
11/22/2	6	meter 223166 4297 Glenbrook Shop	Invoice	11/22/2023	12/11/2023	236.26	236.26	210-70-41717		1223	1
11/22/2	7	Meter 629802, HPD 311 E Cedar	Invoice	11/22/2023	12/11/2023	290.51	290.51	100-25-41717		1223	1
11/22/2	8	meter 517964 Woodside Treatment Plant	Invoice	11/22/2023	12/11/2023	21.54	21.54	210-70-41717		1223	1
11/22/2	9	meter 223157 4297 Glenbrook A	Invoice	11/22/2023	12/11/2023	148.59	148.59	210-70-41717		1223	1
11/22/2	10	meter 634547 4297 Glenbrook Bio-Solids	Invoice	11/22/2023	12/11/2023	409.49	409.49	210-70-41717		1223	1
11/22/2	11	meter 475252 WW Treatment Plant	Invoice	11/22/2023	12/11/2023	245.40	245.40	210-70-41717		1223	1
11/22/2	12	meter 629797 STREET 1811 Merlin LP	Invoice	11/22/2023	12/11/2023	320.59	320.59	100-40-41717		1223	1
11/22/2	13	meter 518056 AD 116 S. River St	Invoice	11/22/2023	12/11/2023	137.77	137.77	100-50-41718		1223	1
11/22/2	14	meter 475481 HFD 617 S 3rd Ave	Invoice	11/22/2023	12/11/2023	102.63	102.63	100-55-41717		1223	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 384 INTERMOUNTAIN GAS COMPANY:						2,055.87	2,055.87				
330 JANE'S ARTIFACTS											
058965	1	# 058965 Gift Bags	Invoice	12/04/2023	12/11/2023	138.09	138.09	100-55-41211		1223	1
060715	1	060715 VINYL LETTERS	Invoice	11/02/2023	12/11/2023	65.56	65.56	100-40-41405		1223	1
060881	1	INV # 060881 Pens and Binders	Invoice	07/21/2020	12/11/2023	27.50	27.50	100-55-41211		1223	1
Total 330 JANE'S ARTIFACTS:						231.15	231.15				
6132 JOHNSON, PHILIP											
CR RE	1	CR REF - 228 GALENA	Invoice	11/30/2023	12/11/2023	43.87	43.87	100-00-15110		1223	1
Total 6132 JOHNSON, PHILIP:						43.87	43.87				
9560 KARL MALONE FORD HAILEY											
110954	1	110954 #5012 SILVER P/U - TRANSMISSION FIX	Invoice	11/29/2023	12/11/2023	222.91	222.91	100-50-41415		1223	1
Total 9560 KARL MALONE FORD HAILEY:						222.91	222.91				
4542 KETCHUM COMPUTERS											
20076	1	Admin: Monthly updates, Lumen & SDWAN conf.	Invoice	11/30/2023	12/11/2023	334.76	334.76	100-15-41313		1223	1
20076	2	Admin: Monthly updates, Lumen & SDWAN conf.	Invoice	11/30/2023	12/11/2023	334.76	334.76	200-15-41313		1223	1
20076	3	Admin: Monthly updates, Lumen & SDWAN conf.	Invoice	11/30/2023	12/11/2023	334.77	334.77	210-15-41313		1223	1
20076	4	Comm Dev: Council Chamber planning for repl.laptop	Invoice	11/30/2023	12/11/2023	150.00	150.00	100-20-41313		1223	1
20076	5	P.W.: NVR recover from crash, Skate Park network e	Invoice	11/30/2023	12/11/2023	100.00	100.00	100-42-41313		1223	1
20076	6	P.W.: NVR recover from crash, Skate Park network e	Invoice	11/30/2023	12/11/2023	100.00	100.00	200-42-41313		1223	1
20076	7	P.W.: NVR recover from crash, Skate Park network e	Invoice	11/30/2023	12/11/2023	100.00	100.00	210-42-41313		1223	1
20076	8	WW: Laptop setup for S.Garrison, Install new Scanne	Invoice	11/30/2023	12/11/2023	700.00	700.00	210-70-41313		1223	1
20076	9	HPD: Submittaip email to C.Cox	Invoice	11/30/2023	12/11/2023	100.00	100.00	100-25-41313		1223	1
Total 4542 KETCHUM COMPUTERS:						2,254.29	2,254.29				
386 L.L. GREENS											
A72332	1	A723322 Library - keys for TCW	Invoice	11/17/2023	12/11/2023	16.74	16.74	100-45-41215		1223	1
A72342	1	A723428 CHRISTMAS LIGHTS - HOOKS	Invoice	11/28/2023	12/11/2023	6.49	6.49	100-42-41413		1223	1
A72342	2	A723428 CHRISTMAS LIGHTS - HOOKS	Invoice	11/28/2023	12/11/2023	6.49	6.49	200-42-41413		1223	1
A72342	3	A723428 CHRISTMAS LIGHTS - HOOKS	Invoice	11/28/2023	12/11/2023	6.49	6.49	210-42-41413		1223	1
A72385	1	A723851 library TCW keys	Invoice	12/02/2023	12/11/2023	6.87	6.87	100-45-41215		1223	1
B42432	1	B424327 library ext cords for holiday lites	Invoice	11/30/2023	12/11/2023	8.97	8.97	100-45-41215		1223	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
B42447	1	B424472 XMAS LIGHTS BATTERIES	Invoice	12/01/2023	12/11/2023	6.99	6.99	100-40-41405		1223	1
Total 386 L.L. GREENS:						59.04	59.04				
227 L.N. CURTIS AND SONS											
INV764	1	INV # 764946 Firefighter Helmets	Invoice	11/15/2023	12/11/2023	1,192.43	1,192.43	100-55-41703		1223	1
INV768	1	INV768733 shawna wallace uniform pants	Invoice	11/30/2023	12/11/2023	205.34	205.34	100-25-41703		1223	1
Total 227 L.N. CURTIS AND SONS:						1,397.77	1,397.77				
366 LES SCHWAB TIRE CENTER											
117008	1	11700842932 TIRE	Invoice	11/06/2023	12/11/2023	138.28	138.28	100-50-41415		1223	1
117008	1	#11700843280 F250 PLOW TRUCK WINTER TIRE	Invoice	11/08/2023	12/11/2023	99.96	99.96	210-70-41415		1223	1
117008	1	#11700845804 KENWORTH TIRE REPAIR REAR TI	Invoice	11/20/2023	12/11/2023	53.28	53.28	210-70-41415		1223	1
Total 366 LES SCHWAB TIRE CENTER:						291.52	291.52				
547 LES SCHWAB TIRE CENTER - STREETS											
117008	1	11700842171 LIGHTNING TIRES	Invoice	11/02/2023	12/11/2023	1,176.28	1,176.28	100-40-41405		1223	1
117008	1	11700843232 KUBOTA SPARE	Invoice	11/07/2023	12/11/2023	237.95	237.95	100-40-41405		1223	1
117008	1	11700846179 #6003 TIRE	Invoice	11/22/2023	12/11/2023	708.57	708.57	100-50-41405		1223	1
117008	1	11700847341 TAX CORRECTION	Invoice	11/29/2023	12/11/2023	35.01-	35.01-	100-50-41405		1223	1
Total 547 LES SCHWAB TIRE CENTER - STREETS:						2,087.79	2,087.79				
928 MAGIC VALLEY LABS, INC.											
29738	1	#29738 CONSTRUCTION SAMPLES	Invoice	11/27/2023	12/11/2023	288.00	288.00	200-60-41795		1223	1
29738	2	#29738 DRINKING WATER SAMPLES	Invoice	11/27/2023	12/11/2023	168.00	168.00	200-60-41795		1223	1
29738	3	#29738 INDIAN CREEK SPRING SAMPLES	Invoice	11/27/2023	12/11/2023	186.00	186.00	200-60-41795		1223	1
29738	4	#29738 COOLER RETURN	Invoice	11/27/2023	12/11/2023	40.00	40.00	200-60-41795		1223	1
Total 928 MAGIC VALLEY LABS, INC.:						682.00	682.00				
50601 MARY, DEVRA											
CR RE	1	CR REF - 201 CRANBROOK	Invoice	11/30/2023	12/11/2023	136.78	136.78	100-00-15110		1223	1
Total 50601 MARY, DEVRA:						136.78	136.78				
8594 MED-TECH RESOURCES, INC.											
144013	1	INV # 144013 Airways	Invoice	10/25/2023	12/11/2023	423.60	423.60	100-55-41219		1223	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
144049	1	INV # 144049 Medical Supplies	Invoice	10/26/2023	12/11/2023	1,145.27	1,145.27	100-55-41219		1223	1
144743	1	INV # 144743 Medical restraints	Invoice	11/27/2023	12/11/2023	80.85	80.85	100-55-41219		1223	1
Total 8594 MED-TECH RESOURCES, INC.:						1,649.72	1,649.72				
4495 MIDWEST TAPE LLC											
504580	1	0504580956 11.2.23 MEDIA	Invoice	11/02/2023	12/11/2023	71.22	71.22	100-45-41535		1223	1
504619	1	0504619208 11.10.23 MEDIA	Invoice	11/10/2023	12/11/2023	38.23	38.23	100-45-41535		1223	1
504676	1	0504676142 11.22.23 MEDIA	Invoice	11/22/2023	12/11/2023	198.67	198.67	100-45-41535		1223	1
504717	1	0504717380 11.30.23 MEDIA	Invoice	11/30/2023	12/11/2023	133.95	133.95	100-45-41535		1223	1
Total 4495 MIDWEST TAPE LLC:						442.07	442.07				
5243 MIICOR CONSULTING INC											
16601	1	16601 1 year Barracuda Essentials - Security Edition	Invoice	11/28/2023	12/11/2023	2,746.80	2,746.80	100-15-41533		1223	1
16601	2	16601 1 year Barracuda Essentials - Security Edition	Invoice	11/28/2023	12/11/2023	2,746.80	2,746.80	200-15-41533		1223	1
16601	3	16601 1 year Barracuda Essentials - Security Edition	Invoice	11/28/2023	12/11/2023	2,746.80	2,746.80	210-15-41533		1223	1
Total 5243 MIICOR CONSULTING INC:						8,240.40	8,240.40				
6598 MISCOwater											
206051	1	#206051DBR CL2 ANALYZER FOR QUIGLEY TANK	Invoice	11/29/2023	12/11/2023	6,651.39	6,651.39	220-65-41401		1223	1
Total 6598 MISCOwater:						6,651.39	6,651.39				
1654 MK SOLUTIONS INC.											
72255	1	72255 Annual Contract 1.1-12.31.24-Selfchecks/staff	Invoice	11/29/2023	12/11/2023	1,484.00	1,484.00	100-45-41325		1223	1
Total 1654 MK SOLUTIONS INC.:						1,484.00	1,484.00				
251 NAPA AUTO PARTS											
167090	1	167090 KODIAK CAP SCREW	Invoice	11/02/2023	12/11/2023	57.25	57.25	100-40-41405		1223	1
169620	1	169620 ADAPTERS	Invoice	11/27/2023	12/11/2023	14.00	14.00	100-40-41405		1223	1
169730	1	169730 ADAPTERS	Invoice	11/28/2023	12/11/2023	7.21	7.21	100-40-41405		1223	1
169731	1	169731 ADAPTERS	Invoice	11/28/2023	12/11/2023	53.56	53.56	100-40-41405		1223	1
169774	1	169774 ADAPTER RETURN FROM INV. 3975-16973	Invoice	11/28/2023	12/11/2023	6.00-	6.00-	100-40-41405		1223	1
169835	1	169835 CONNECTOR	Invoice	11/28/2023	12/11/2023	25.81	25.81	100-40-41405		1223	1
170039	1	170039 ADAPTERS	Invoice	11/30/2023	12/11/2023	19.33	19.33	100-40-41405		1223	1
170064	1	170064 OIL FILTER	Invoice	11/30/2023	12/11/2023	41.49	41.49	100-40-41405		1223	1
255418	1	255418 BATTERY	Invoice	11/30/2023	12/11/2023	231.29	231.29	100-40-41405		1223	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
3975-1	1	3975-168757 NARROW BAND CLAMP	Invoice	11/16/2023	12/11/2023	24.68	24.68	100-40-41405		1223	1
3975-1	1	3975-169177 SHOCK ABSORBERS RETURN	Invoice	11/20/2023	12/11/2023	318.46-	318.46-	100-40-41405		1223	1
3975-1	1	3975-169238 HYDRAULIC PRESS COLLETS	Invoice	11/21/2023	12/11/2023	619.99	619.99	100-40-41423		1223	1
3975-1	1	1700064 OIL FILTER RESCUE 511	Invoice	11/30/2023	12/11/2023	41.49	41.49	100-55-41415		1223	1
Total 251 NAPA AUTO PARTS:						811.64	811.64				
307 NORTH CENTRAL LABORATORIES											
495221	1	#495221 FILTER PAPERS FOR TESTING, PH BUFF	Invoice	11/06/2023	12/11/2023	463.04	463.04	210-70-41795		1223	1
Total 307 NORTH CENTRAL LABORATORIES:						463.04	463.04				
401 OHIO GULCH TRANSFER STATION											
26803	1	268503 ASPHALT DIRT LUMBER	Invoice	10/25/2023	12/11/2023	347.40	347.40	100-40-41403		1223	1
268529	1	268529 ASPHALT DIRT LUMBER	Invoice	10/25/2023	12/11/2023	205.50	205.50	100-40-41403		1223	1
268689	1	268689 ASPHALT DIRT LUMBER	Invoice	10/26/2023	12/11/2023	324.00	324.00	100-40-41403		1223	1
268762	1	268762 ASPHALT DIRT LUMBER	Invoice	10/26/2023	12/11/2023	123.90	123.90	100-40-41403		1223	1
269229	1	269229 ASPHALT DIRT LUMBER	Invoice	10/31/2023	12/11/2023	156.75	156.75	100-40-41403		1223	1
270036	1	270036 ASPHALT DIRT LUMBER	Invoice	11/07/2023	12/11/2023	42.30	42.30	100-40-41403		1223	1
270078	1	270078 ASPHALT DIRT LUMBER	Invoice	11/07/2023	12/11/2023	91.20	91.20	100-40-41403		1223	1
271013	1	#271013 RIVER PLANT METER VAULTS	Invoice	11/15/2023	12/11/2023	36.00	36.00	200-60-41403		1223	1
271036	1	#271036 RIVER PLANT METER VAULTS	Invoice	11/15/2023	12/11/2023	44.40	44.40	200-60-41403		1223	1
271056	1	#271056 RIVER PLANT METER VAULTS	Invoice	11/15/2023	12/11/2023	54.90	54.90	200-60-41403		1223	1
271127	1	#271127 RIVER PLANT METER VAULTS	Invoice	11/16/2023	12/11/2023	33.90	33.90	200-60-41403		1223	1
271602	1	271602 ASPHALT DIRT LUMBER	Invoice	11/20/2023	12/11/2023	117.00	117.00	100-50-41403		1223	1
271756	1	271756 RIVER PLANT CLEAN WOOD WASTE	Invoice	11/22/2023	12/11/2023	9.00	9.00	100-50-41405		1223	1
272953	1	272953 Dump Run	Invoice	12/06/2023	12/11/2023	24.00	24.00	100-55-41717		1223	1
Total 401 OHIO GULCH TRANSFER STATION:						1,610.25	1,610.25				
50387 OLD CUTTERS HOMEOWNERS ASSOC.											
2945	1	2944 55% POWER BILL NOV. 2023	Invoice	11/21/2023	12/11/2023	42.04	42.04	100-50-41717		1223	1
Total 50387 OLD CUTTERS HOMEOWNERS ASSOC.:						42.04	42.04				
50298 O'REILLY AUTO PARTS											
4635-3	1	4635-372988 BATT FILLER	Invoice	11/02/2023	12/11/2023	7.99	7.99	100-40-41405		1223	1
4635-3	1	#4635-374585 DEGREASER WW	Invoice	11/08/2023	12/11/2023	47.88	47.88	210-70-41421		1223	1
4635-3	1	4635-375951 DORMAN CONDUCT-TITE BUTT SPLI	Invoice	11/13/2023	12/11/2023	6.99	6.99	100-40-41415		1223	1
4635-3	1	#4635-376634 GLOVES	Invoice	11/16/2023	12/11/2023	56.98	56.98	100-25-41215		1223	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	4635-376676 TOOLCAT FOG LIGHTS BULBS	Invoice	11/16/2023	12/11/2023	15.18	15.18	100-40-41405		1223	1
4635-3	1	4635-377672 SALT TRUCK HYDRAULIC HOSE, ME	Invoice	11/20/2023	12/11/2023	66.91	66.91	100-40-41405		1223	1
4635-3	1	4635-377863 SALT TRUCK HYDRAULIC HOSE, ME	Invoice	11/21/2023	12/11/2023	98.01	98.01	100-40-41405		1223	1
4635-3	1	INV # 4635-378614 Wiper Blades	Invoice	11/25/2023	12/11/2023	66.48	66.48	100-55-41415		1223	1
4635-3	1	INV # 4635-379412 Chief 51 Vehicle Maintance	Invoice	11/28/2023	12/11/2023	98.29	98.29	100-55-41415		1223	1
4635-3	1	INV # 4635-379431 Maxi Fuse Engine 512	Invoice	11/28/2023	12/11/2023	15.87	15.87	100-55-41415		1223	1
4635-3	1	#4635-379863 OIL FILTER FOR HPD 3	Invoice	11/30/2023	12/11/2023	118.80	118.80	100-25-41415		1223	1
4635-3	1	INV # 4635-379949 Hydril oil returned and replaced	Invoice	11/30/2023	12/11/2023	3.01-	3.01-	100-55-41415		1223	1
Total 50298 O'REILLY AUTO PARTS:						596.37	596.37				
6217 OVERDRIVE											
03040C	1	03040CO23424933 11.21.2023 ADVANTAGE	Invoice	11/21/2023	12/11/2023	432.47	432.47	100-45-41535		1223	1
Total 6217 OVERDRIVE:						432.47	432.47				
5441 PENN VALLEY PUMP CO., INC.											
18380	1	#18380 PENN VALLEY PUMP 3" FOR BIOSOLIDS H	Invoice	11/14/2023	12/11/2023	15,535.00	15,535.00	230-75-41547		1223	1
Total 5441 PENN VALLEY PUMP CO., INC.:						15,535.00	15,535.00				
438 PLATT											
4P2896	1	#4P28962 PARTS FOR PLANT WW	Invoice	11/15/2023	12/11/2023	88.73	88.73	210-70-41421		1223	1
4P3475	1	#4P34753 LIQTITE WW	Invoice	11/15/2023	12/11/2023	86.37	86.37	210-70-41421		1223	1
4P7183	1	#4P71839 LED LIGHT FOR BIOSOLIDS REPLACEM	Invoice	11/20/2023	12/11/2023	114.77	114.77	210-70-41421		1223	1
4P7505	1	#4P75050 SWITCHES FOR BUILDINGS WW	Invoice	11/20/2023	12/11/2023	113.47	113.47	210-70-41421		1223	1
5Z3456	1	#5z34565 WINTER COAT - SHANE	Invoice	11/17/2023	12/11/2023	159.00	159.00	200-60-41703		1223	1
Total 438 PLATT:						562.34	562.34				
338 RANCHER'S SUPPLY											
009709	1	#009709/1 RUBBER MAT FOR RIVER LIFTSTATION	Invoice	10/25/2023	12/11/2023	197.97	197.97	210-70-41403		1223	1
Total 338 RANCHER'S SUPPLY:						197.97	197.97				
5433 RIVERSIDE, INC.											
R17639	1	#R17639 PUMP REBUILD ON EQ PUMP WW	Invoice	11/16/2023	12/11/2023	10,099.44	10,099.44	210-70-41401		1223	1
Total 5433 RIVERSIDE, INC.:						10,099.44	10,099.44				

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 ROPES END PROPERTY SERVICES LLC											
11862	1	Inv # 11862 Rodent Control	Invoice	12/06/2023	12/11/2023	95.00	95.00	100-55-41325		1223	1
Total 4635 ROPES END PROPERTY SERVICES LLC:						95.00	95.00				
2849 SAGE SUPPLY, INC.											
FC429	1	FC 4294 ON INV. TS--20252	Invoice	11/30/2023	12/11/2023	30.08	30.08	100-40-41403		1223	1
Total 2849 SAGE SUPPLY, INC.:						30.08	30.08				
6502 SAUERBREY, SAGE M											
P&Z ST	1	PZ Meeting 12/4/23	Invoice	12/04/2023	12/11/2023	100.00	100.00	100-10-41313		1223	1
P&Z ST	2	1 PZ Stipend	Invoice	12/04/2023	12/11/2023	50.00	50.00	100-10-41313		1223	1
P&Z ST	3	2 PZ Stipend	Invoice	12/04/2023	12/11/2023	50.00	50.00	210-10-41313		1223	1
Total 6502 SAUERBREY, SAGE M:						200.00	200.00				
4927 SAWTOOTH INDUSTRIAL LLC											
131	1	131 KODIAK SKID SHOE INNER TUBE	Invoice	11/06/2023	12/11/2023	564.28	564.28	100-40-41405		1223	1
132	1	132 KODIAK HEX NUT 5 THREAD	Invoice	11/06/2023	12/11/2023	129.26	129.26	100-40-41405		1223	1
Total 4927 SAWTOOTH INDUSTRIAL LLC:						693.54	693.54				
4330 SCANLON, OWEN											
P&Z ST	1	P&Z Stipend 12/4/23	Invoice	12/04/2023	12/11/2023	100.00	100.00	100-10-41313		1223	1
P&Z ST	2	1 PZ Stipend	Invoice	12/04/2023	12/11/2023	50.00	50.00	200-10-41313		1223	1
P&Z ST	3	2 PZ Stipend	Invoice	12/04/2023	12/11/2023	50.00	50.00	210-10-41313		1223	1
Total 4330 SCANLON, OWEN:						200.00	200.00				
50599 SERVICEMASTER OF MAGIC VALLEY											
2023-0	1	INV # 2023-0480 Water Damage Mitigation and Equi	Invoice	11/02/2023	12/11/2023	747.69	747.69	100-55-41413		1223	1
Total 50599 SERVICEMASTER OF MAGIC VALLEY:						747.69	747.69				
50600 SERVPRO OF WOOD RIVER VALLEY											
4579	1	INV # 4579 Water Restoration	Invoice	11/15/2023	12/11/2023	1,620.87	1,620.87	100-55-41413		1223	1
Total 50600 SERVPRO OF WOOD RIVER VALLEY:						1,620.87	1,620.87				

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
5683 SKYLINE EXCAVATION AND GRADING											
1159	1	1159 WATER FILL STATION - ADDN'L TOPSOIL/AS	Invoice	09/25/2023	12/11/2023	3,102.20	3,102.20	220-65-41547	23.20.0001.1	1223	1
Total 5683 SKYLINE EXCAVATION AND GRADING:						3,102.20	3,102.20				
7002 SMITH, DAN											
P&Z ST	1	P&Z Stipend 12/4/23	Invoice	12/04/2023	12/11/2023	100.00	100.00	100-10-41313		1223	1
P&Z ST	2	1 P&Z Stipend	Invoice	12/04/2023	12/11/2023	50.00	50.00	200-10-41313		1223	1
P&Z ST	3	2 P&Z Stipend	Invoice	12/04/2023	12/11/2023	50.00	50.00	210-10-41313		1223	1
Total 7002 SMITH, DAN:						200.00	200.00				
4045 STOKES, BECKY											
CR RE	1	617 3RD AVE N - LEAK REP. REFUND	Invoice	12/05/2023	12/11/2023	600.00	600.00	100-00-15110		1223	1
DECO	1	2023 holiday decorations reimb	Invoice	12/04/2023	12/11/2023	25.68	25.68	100-15-41215		1223	1
DECO	2	2023 holiday decorations reimb	Invoice	12/04/2023	12/11/2023	25.68	25.68	200-15-41215		1223	1
DECO	3	2023 holiday decorations reimb	Invoice	12/04/2023	12/11/2023	25.68	25.68	210-15-41215		1223	1
Total 4045 STOKES, BECKY:						677.04	677.04				
50446 STONE, DUSTIN											
P&Z ST	1	P&Z Stipend 12/4/2023	Invoice	12/04/2023	12/11/2023	100.00	100.00	100-10-41313		1223	1
P&Z ST	2	1 PZ Stipend	Invoice	12/04/2023	12/11/2023	50.00	50.00	200-10-41313		1223	1
P&Z ST	3	2 PZ Stipend	Invoice	12/04/2023	12/11/2023	50.00	50.00	210-10-41313		1223	1
Total 50446 STONE, DUSTIN:						200.00	200.00				
8559 SUN VALLEY AIR SERVICES BOARD											
OCTOB	1	LOT FOR AIR 0.5% October 2023	Invoice	12/04/2023	12/11/2023	3,629.89	3,629.89	100-10-41707		1223	1
Total 8559 SUN VALLEY AIR SERVICES BOARD:						3,629.89	3,629.89				
4671 SYRINGA NETWORKS LLC											
23NOV	1	23NOV0379 Admin 33.33%	Invoice	11/01/2023	12/11/2023	55.13	55.13	100-15-41713		1223	1
23NOV	2	23NOV0379 Admin 33.33%	Invoice	11/01/2023	12/11/2023	55.12	55.12	200-15-41713		1223	1
23NOV	3	23NOV0379 Admin 33.33%	Invoice	11/01/2023	12/11/2023	55.12	55.12	210-15-41713		1223	1
23NOV	4	23NOV0379 COMM DEV	Invoice	11/01/2023	12/11/2023	165.38	165.38	100-20-41713		1223	1
23NOV	5	23NOV0379 P.W. 33.33%	Invoice	11/01/2023	12/11/2023	55.13	55.13	100-42-41713		1223	1
23NOV	6	23NOV0379 P.W. 33.33%	Invoice	11/01/2023	12/11/2023	55.13	55.13	200-42-41713		1223	1
23NOV	7	23NOV0379 P.W. 33.33%	Invoice	11/01/2023	12/11/2023	55.12	55.12	210-42-41713		1223	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
23NOV	8	23NOV0379 LIBRARY	Invoice	11/01/2023	12/11/2023	165.38	165.38	100-45-41713		1223	1
23NOV	9	23NOV0379 HPD	Invoice	11/01/2023	12/11/2023	761.51	761.51	100-25-41713		1223	1
Total 4671 SYRINGA NETWORKS LLC:						1,423.02	1,423.02				
4005 TANNER CONSTRUCTION											
330 PR	1	330 PRIMROSE DUMPSTER REF	Invoice	12/05/2023	12/11/2023	854.29	854.29	100-00-15110		1223	1
Total 4005 TANNER CONSTRUCTION:						854.29	854.29				
6588 THE READING WAREHOUSE											
229193	1	ReadySetGo Library Grant- preK & Kinder books	Invoice	11/30/2023	12/11/2023	2,268.60	2,268.60	100-45-41549	24.45.0001.1	1223	1
Total 6588 THE READING WAREHOUSE:						2,268.60	2,268.60				
6931 THE SAGE SCHOOL											
HOLID	1	CITY OF HAILEY - CHRISTMAS PARTY RENATL	Invoice	12/07/2023	12/11/2023	900.00	900.00	100-10-41215		1223	1
Total 6931 THE SAGE SCHOOL:						900.00	900.00				
6344 T-MOBILE											
11/21/2	1	ACCOUNT # 975934298 HPD CELL PHONES	Invoice	11/21/2023	12/11/2023	341.51	341.51	100-25-41711		1223	1
Total 6344 T-MOBILE:						341.51	341.51				
2817 UNITED OIL											
103302	1	Inv # 1033022 HFD FUEL	Invoice	11/15/2023	12/11/2023	356.63	356.63	100-55-41719		1223	1
103302	1	#1033025 PUMPED VEHICLE FUEL W.	Invoice	11/15/2023	12/11/2023	456.03	456.03	200-60-41719		1223	1
103302	1	#1033026 PUMPED GAS WW	Invoice	11/15/2023	12/11/2023	63.97	63.97	210-70-41719		1223	1
103402	1	1034026 FUEL CHARGES PARKS	Invoice	11/30/2023	12/11/2023	199.72	199.72	100-50-41719		1223	1
103402	1	Inv # 1034027 HFD FUEL	Invoice	11/30/2023	12/11/2023	355.04	355.04	100-55-41719		1223	1
103402	1	Inv # 1034028 HPD FUEL	Invoice	11/30/2023	12/11/2023	790.11	790.11	100-25-41719		1223	1
103402	1	1034029 FUEL CHARGES STS.	Invoice	11/30/2023	12/11/2023	682.31	682.31	100-40-41719		1223	1
103403	1	#1034030 PUMPED VEHICLE FUEL W.	Invoice	11/30/2023	12/11/2023	641.89	641.89	200-60-41719		1223	1
398650	1	#398650 BULK DIESEL WW	Invoice	11/08/2023	12/11/2023	2,140.87	2,140.87	210-70-41719		1223	1
398651	1	#398651 BULK FUEL WW	Invoice	11/08/2023	12/11/2023	1,188.86	1,188.86	210-70-41719		1223	1
Total 2817 UNITED OIL:						6,875.43	6,875.43				

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
2020 VALLEY WIDE COOPERATIVE											
074337	1	074337/9 WTRPRF WORK BOOTS AITKEN	Invoice	11/21/2023	12/11/2023	215.99	215.99	100-40-41703		1223	1
074554	1	074554/9 OSFA HAT	Invoice	11/30/2023	12/11/2023	17.59	17.59	100-40-41405		1223	1
074576	1	074576/9 PROPANE	Invoice	11/30/2023	12/11/2023	6.60	6.60	100-40-41719		1223	1
73715/	1	73715/9 PROPANE	Invoice	11/01/2023	12/11/2023	31.34	31.34	100-40-41719		1223	1
74116/9	1	#74116/9 GRADE 5 BOLTS WW	Invoice	11/14/2023	12/11/2023	14.92	14.92	210-70-41421		1223	1
Total 2020 VALLEY WIDE COOPERATIVE:						286.44	286.44				
4004 WAXIE SANITARY SUPPLY											
821221	1	82122183 ST SHOP CLEANING SUPPLIES	Invoice	11/21/2023	12/11/2023	237.18	237.18	100-40-41413		1223	1
821222	1	82122251 PARKS CLEANING SUPPLIES	Invoice	11/21/2023	12/11/2023	143.40	143.40	100-50-41413		1223	1
821222	1	82122255 WELCOME CENTER CLEANING SUPPLI	Invoice	11/21/2023	12/11/2023	57.24	57.24	100-50-41603		1223	1
821222	1	82122256 CITY HALL CLEANING SUPPLIES	Invoice	11/21/2023	12/11/2023	86.62	86.62	100-42-41413		1223	1
821222	2	82122256 CITY HALL CLEANING SUPPLIES	Invoice	11/21/2023	12/11/2023	86.62	86.62	200-42-41413		1223	1
821222	3	82122256 CITY HALL CLEANING SUPPLIES	Invoice	11/21/2023	12/11/2023	86.62	86.62	210-42-41413		1223	1
821222	1	82122262 HPD CLEANING SUPPLIES	Invoice	11/21/2023	12/11/2023	127.66	127.66	100-25-41413		1223	1
Total 4004 WAXIE SANITARY SUPPLY:						825.34	825.34				
368 WESTERN STATES CAT											
IN0002	1	#IN002574638 KEYS WW	Invoice	10/25/2023	12/11/2023	88.00	88.00	210-70-41415		1223	1
Total 368 WESTERN STATES CAT:						88.00	88.00				
759 WHITE CLOUD COMMUNICATIONS INC											
104823	1	Inv # 104823 Repeater technician services	Invoice	08/04/2023	12/11/2023	190.00	190.00	100-55-41417		1223	1
105273	1	Inv # 105273 Radio port, antenna, battery, mic and cl	Invoice	10/04/2023	12/11/2023	5,210.00	5,210.00	100-55-41417		1223	1
Total 759 WHITE CLOUD COMMUNICATIONS INC:						5,400.00	5,400.00				
106 WHITEHEAD LANDSCAPING, INC.											
63272	1	#63272 PLANT SPRINKLER BLOWOUT WW	Invoice	10/31/2023	12/11/2023	85.00	85.00	210-70-41419		1223	1
Total 106 WHITEHEAD LANDSCAPING, INC.:						85.00	85.00				
5437 WORTH PRINTING LLC											
3124	1	3124 business cards - Ashley Dyer	Invoice	10/31/2023	12/11/2023	24.00	24.00	100-20-41323		1223	1
3224	1	3224 PARKING CARDS	Invoice	11/21/2023	12/11/2023	78.89	78.89	100-40-41771		1223	1
3273	1	3273 business cards - Jessie Parkerand Ashley Dyer	Invoice	12/01/2023	12/11/2023	48.00	48.00	100-20-41323		1223	1

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period	Separate Check
Total 5437 WORTH PRINTING LLC:						150.89	150.89				
6930 WYLDE BEET LLC											
1005	1	1005 - CITY OF HAILEY CHRISTMAS PARTY	Invoice	11/29/2023	12/11/2023	385.13	385.13	100-15-41215		1223	1
1005	2	1005 - CITY OF HAILEY CHRISTMAS PARTY	Invoice	11/29/2023	12/11/2023	385.13	385.13	200-15-41215		1223	1
1005	3	1005 - CITY OF HAILEY CHRISTMAS PARTY	Invoice	11/29/2023	12/11/2023	385.14	385.14	210-15-41215		1223	1
Total 6930 WYLDE BEET LLC:						1,155.40	1,155.40				
Total :						706,548.78	706,548.78				
Grand Totals:						706,548.78	706,548.78				

Summary by General Ledger Account Number

GL Account Number	Debit	Credit	Net
100-00-15110	4,657.45	.00	4,657.45
100-00-20314	27,623.25	.00	27,623.25
100-00-20325	5,260.60	.00	5,260.60
100-00-20326	1,250.00	.00	1,250.00
100-00-20515	162,500.00	.00	162,500.00
100-00-32265	600.00	.00	600.00
100-10-41215	900.00	.00	900.00
100-10-41313	550.00	.00	550.00
100-10-41707	3,629.89	.00	3,629.89
100-10-41717	172.18	.00	172.18
100-15-41215	494.01	.00	494.01
100-15-41313	743.09	.00	743.09
100-15-41323	14.64	.00	14.64
100-15-41533	2,844.79	.00	2,844.79
100-15-41713	241.22	.00	241.22
100-20-41313	1,914.25	.00	1,914.25
100-20-41319	851.45	.00	851.45
100-20-41323	222.00	.00	222.00
100-20-41713	391.95	.00	391.95

Summary by General Ledger Account Number

GL Account Number	Debit	Credit	Net
100-25-41213	18.30	.00	18.30
100-25-41215	56.98	.00	56.98
100-25-41313	100.00	.00	100.00
100-25-41413	127.66	.00	127.66
100-25-41415	118.80	.00	118.80
100-25-41703	205.34	.00	205.34
100-25-41711	341.51	.00	341.51
100-25-41713	1,213.98	.00	1,213.98
100-25-41717	385.44	.00	385.44
100-25-41719	790.11	.00	790.11
100-40-41313	2,019.00	.00	2,019.00
100-40-41402	18,952.07	507.97-	18,444.10
100-40-41403	2,392.73	522.00-	1,870.73
100-40-41405	6,907.11	1,188.09-	5,719.02
100-40-41413	237.18	.00	237.18
100-40-41415	6.99	.00	6.99
100-40-41423	619.99	.00	619.99
100-40-41703	676.31	.00	676.31
100-40-41713	354.83	.00	354.83
100-40-41715	1,752.40	.00	1,752.40
100-40-41717	1,950.94	.00	1,950.94
100-40-41719	720.25	.00	720.25
100-40-41771	689.72	.00	689.72
100-42-41313	100.00	.00	100.00
100-42-41413	94.77	.00	94.77
100-42-41713	110.42	.00	110.42
100-42-41717	429.89	.00	429.89
100-45-41215	320.30	.00	320.30
100-45-41323	381.23	.00	381.23
100-45-41325	1,484.00	.00	1,484.00
100-45-41533	6,203.91	.00	6,203.91
100-45-41535	5,288.82	.00	5,288.82
100-45-41549	2,268.60	.00	2,268.60
100-45-41711	300.00	.00	300.00
100-45-41713	744.31	.00	744.31
100-45-41717	507.08	.00	507.08
100-50-41313	73.00	.00	73.00
100-50-41325	7,900.14	.00	7,900.14

Summary by General Ledger Account Number

GL Account Number	Debit	Credit	Net
100-50-41403	255.50	.00	255.50
100-50-41405	854.06	110.00-	744.06
100-50-41413	143.40	.00	143.40
100-50-41415	361.19	.00	361.19
100-50-41603	57.24	.00	57.24
100-50-41617	45.77	.00	45.77
100-50-41713	30.36	.00	30.36
100-50-41717	1,196.60	.00	1,196.60
100-50-41718	298.19	.00	298.19
100-50-41719	199.72	.00	199.72
100-55-41211	165.59	.00	165.59
100-55-41215	8.99	.00	8.99
100-55-41219	1,649.72	.00	1,649.72
100-55-41325	95.00	.00	95.00
100-55-41413	2,368.56	.00	2,368.56
100-55-41415	515.88	3.01-	512.87
100-55-41417	5,400.00	.00	5,400.00
100-55-41523	21.99	.00	21.99
100-55-41703	3,065.74	.00	3,065.74
100-55-41713	206.34	.00	206.34
100-55-41717	475.02	.00	475.02
100-55-41719	711.67	.00	711.67
100-55-41741	4,849.40	.00	4,849.40
120-10-41549	269,089.93	.00	269,089.93
120-40-41549	1,471.97	.00	1,471.97
200-10-41313	200.00	.00	200.00
200-15-41215	494.01	.00	494.01
200-15-41313	743.09	.00	743.09
200-15-41323	14.64	.00	14.64
200-15-41533	2,844.79	.00	2,844.79
200-15-41713	241.21	.00	241.21
200-42-41313	100.00	.00	100.00
200-42-41413	94.77	.00	94.77
200-42-41713	110.43	.00	110.43
200-42-41717	429.89	.00	429.89
200-60-41211	18.58	.00	18.58
200-60-41313	22,626.28	.00	22,626.28
200-60-41403	263.17	.00	263.17

Summary by General Ledger Account Number

GL Account Number	Debit	Credit	Net
200-60-41405	113.66	.00	113.66
200-60-41415	220.92	.00	220.92
200-60-41703	697.43	.00	697.43
200-60-41713	618.85	.00	618.85
200-60-41717	2,477.94	.00	2,477.94
200-60-41719	1,097.92	.00	1,097.92
200-60-41723	85.00	.00	85.00
200-60-41795	682.00	.00	682.00
210-10-41313	250.00	.00	250.00
210-15-41215	494.03	.00	494.03
210-15-41313	743.11	.00	743.11
210-15-41323	14.64	.00	14.64
210-15-41533	2,844.80	.00	2,844.80
210-15-41713	241.20	.00	241.20
210-42-41313	100.00	.00	100.00
210-42-41413	94.78	.00	94.78
210-42-41713	110.41	.00	110.41
210-42-41717	429.90	.00	429.90
210-70-41313	1,927.50	.00	1,927.50
210-70-41319	197.80	.00	197.80
210-70-41401	13,585.16	.00	13,585.16
210-70-41403	197.97	.00	197.97
210-70-41411	67.99	.00	67.99
210-70-41413	57.56	.00	57.56
210-70-41415	241.24	.00	241.24
210-70-41419	85.00	.00	85.00
210-70-41421	466.14	.00	466.14
210-70-41423	582.41	.00	582.41
210-70-41511	23,312.45	.00	23,312.45
210-70-41703	220.88	.00	220.88
210-70-41713	395.97	.00	395.97
210-70-41717	16,507.62	.00	16,507.62
210-70-41719	3,393.70	.00	3,393.70
210-70-41723	412.00	.00	412.00
210-70-41795	463.04	.00	463.04
220-65-41401	6,651.39	.00	6,651.39
220-65-41403	5,379.54	.00	5,379.54
220-65-41547	3,102.20	.00	3,102.20

Summary by General Ledger Account Number

GL Account Number	Debit	Credit	Net
230-75-41547	15,535.00	.00	15,535.00
230-75-41549	1,357.13	.00	1,357.13
Grand Totals:	<u>708,879.85</u>	<u>2,331.07-</u>	<u>706,548.78</u>

Summary by General Ledger Posting Period

GL Posting Period	Debit	Credit	Net
06/22	.00	328.51-	328.51-
09/23	.00	535.12-	535.12-
13/23	5,500.00	.00	5,500.00
12/23	703,379.85	1,467.44-	701,912.41
Grand Totals:	<u>708,879.85</u>	<u>2,331.07-</u>	<u>706,548.78</u>

Return to Agenda

Community Health and Fitness Week Proclamation

- Whereas,** Blaine County and its jurisdictions seek to achieve the best possible health and wellbeing for everyone living in the county; and
- Whereas,** health is much more than the absence of illness; it is the complete state of physical, mental, spiritual and social wellbeing; and
- Whereas,** better health and wellbeing begins in our homes, in our schools, in our workplaces, and in the communities where we live; and
- Whereas,** ensuring better health and wellbeing for all, and by creating programs and services that promote healthy living across our entire community, we will ease pressures on our health care system; and
- Whereas,** it is imperative for civic leaders to recognize and champion efforts aimed at promoting the well-being of residents within their jurisdictions; and
- Whereas,** the elected officials of Blaine County commit to encourage the good health of their constituents; and
- Whereas,** the advent of the New Year traditionally symbolizes a fresh start for many individuals; and
- Whereas,** embarking on the journey of 2024 in a healthy and mindful manner can yield enduring benefits throughout the entire year; and
- Whereas,** Hailey encourages all residents to explore the various opportunities available for health enhancement including fitness programs and wellbeing activities; and
- Whereas,** in the spirit of communal well-being, may the Community Health and Fitness Week of 2024 inspire us all to embrace healthier lifestyles, paving the way for a year filled with vitality, resilience and well-being.

NOW THEREFORE, I, Martha Burke, Mayor of the City of Hailey, do hereby proclaim the week beginning with January 1, 2024 as Community Health and Fitness Week to support all community members striving to achieve their New Year's resolutions for health improvement, fostering a community-wide commitment to health and fitness.

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 12/11/2023 **DEPARTMENT:** Community Development **DEPT. HEAD SIGNATURE:** RD

SUBJECT: Consideration of a City-Initiated Text Amendment to amend the Hailey Municipal Code, Title 16: Subdivision Regulations, Chapters 16.01, Definitions, 16.04, Development Standards and 16.08, Townhouses and Title 17: Zoning Regulations, Chapters 17.02, Definitions; 17.05, Official Zoning Map and District Use Matrix; 17.06, Design Review and 17.09 Parking and Loading Spaces to modify/create definitions and standards for detached townhouse and cottage housing developments.

AUTHORITY: ID Code IAR _____ City Ordinance/Code: Title 17, Zoning Code

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED: The proposed Text Amendment herein, to allow for, modify, clarify, and/or create code around detached townhouse and cottage housing developments in the City of Hailey, is a continuation of Hailey’s efforts to provide diverse housing opportunities – market rate or otherwise – to the community. The proposed Text Amendment seeks to allow for detached townhouses and cottage housing developments within various residential zoning districts city-wide. Staff concurs that detached townhouses and cottages, like that of ADUs and THOWs, can be woven into the existing built environment and character of Hailey’s residential zoning districts without detracting from Hailey’s charm. Detached townhouses and cottage housing developments further present new housing types with benefits that expand beyond those of ADUs, THOWs, multifamily, and traditional single-family style dwellings, further noted in the attached Staff Report and Draft Ordinance.

The Planning and Zoning Commission conducted a workshop on May 15, 2023, an initial public hearing on June 30, 2023, and a second public hearing on August 21, 2023, in all of which the Commission provided input to guide this code amendment. The Commission recommended for approval by the Hailey City Council the proposed amendment on November 6, 2023. The Commission’s feedback from previous hearings, as well as Staff and public input, have been incorporated into the attached document. The draft code amendment identifies and establishes a new, diverse housing opportunity in Hailey, to which new standards for small scale cottage dwelling units and detached townhouse units have been developed. Further, it clarifies when design review regulations are applicable, and it strives to ensure that the code results in desired development outcomes with an efficient, predictable process by clarifying definitions and standards.

Attachments:

- Staff Report and Draft Ordinance

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 ext. 2015

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

<input checked="" type="checkbox"/> City Attorney	<input type="checkbox"/> Clerk/Finance Director	<input checked="" type="checkbox"/> Engineer	<input type="checkbox"/> Building
<input type="checkbox"/> Library	<input checked="" type="checkbox"/> Planning	<input type="checkbox"/> Fire Dept.	_____
<input type="checkbox"/> Safety Committee	<input checked="" type="checkbox"/> P & Z Commission	<input type="checkbox"/> Police	_____
<input 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 and conduct a first reading of Ordinance No. _____, an Ordinance amending the Hailey Municipal Code, Title 16: Subdivision Regulations, Chapters 16.01, Definitions,

16.04, Development Standards and 16.08, Townhouses and Title 17: Zoning Regulations, Chapters 17.02, Definitions; 17.05, Official Zoning Map and District Use Matrix; 17.06, Design Review and 17.09 Parking and Loading Spaces, finding that essential public facilities and services are available to support the full range of proposed uses without creating excessive additional requirements at public cost for the public facilities and services, that the proposed uses are compatible with the surrounding area, and that the proposed amendment will promote the public health, safety, and general welfare, and read by title only.

Denial: Motion to deny Ordinance No. _____, an Ordinance amending the Hailey Municipal Code, Title 16: Subdivision Regulations, Chapters 16.01, Definitions, 16.04, Development Standards and 16.08, Townhouses and Title 17: Zoning Regulations, Chapters 17.02, Definitions; 17.05, Official Zoning Map and District Use Matrix; 17.06, Design Review and 17.09 Parking and Loading Spaces, finding that _____ [the Council should cite which standards are not met and provide the reason why each identified standard is not met].

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

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 December 11, 2023

To: Hailey City Council
From: Rebecca F. Bundy, Community Development Contract Planner
Robyn Davis, Community Development Director

Overview: Consideration of a City-Initiated Text Amendment to amend the Hailey Municipal Code, Title 16: Subdivision Regulations, Chapters 16.01, Definitions, 16.04, Development Standards and 16.08, Townhouses and Title 17: Zoning Regulations, Chapters 17.02, Definitions; 17.05, Official Zoning Map and District Use Matrix; 17.06, Design Review and 17.09 Parking and Loading Spaces to modify/create definitions and standards for detached townhouse and cottage housing developments.

Hearing: December 11, 2023

Applicant: City Staff
Location: Limited Residential-1 (LR-1), Limited Residential-2 (LR-2), General Residential (GR), Limited Business (LB) and Transitional (TN) Zoning Districts.

Notice: Notice for the public hearing was published in the Idaho Mountain Express on November 22, 2023, and mailed to public agencies on November 22, 2023.

Application. The need for housing in the Wood River Valley, and within the City of Hailey, is longstanding. This need has grown to crisis levels in recent years, both nationally and locally. To further mitigate housing crises, and support informed diverse housing solutions in Hailey, Staff are actively pursuing the following measures:

- planning for increased density and infill development in strategic locations,
- increasing the flexibilities for residents - especially local employees - seeking housing, and
- allowing for a greater diversity of housing units, like permitting Accessory Dwelling Units (ADUs) and Tiny Homes on Wheels (THOWs) city-wide.

In the past five (5) years, Staff have pursued these measures through the following Text Amendments to Hailey's Municipal Code:

	TEXT AMENDMENT	APPLICABLE ZONING DISTRICT	APPROVAL DATE
COMPLETED	Establishment of Small Residential Overlay (SRO)	Downtown Core: Business	8/7/2017
	Establishment of Downtown Residential Overlay (DRO)	Downtown Core: Business, Limited Business, General Residential	8/13/2017
	Amendment: Timeline Extension for Final Plat Submittal	All Zoning Districts	12/9/2019
	Establishment of Accessory Dwelling Unit Code (ADU)	All Residential Zoning Districts	1/25/2021
	Policy: Seasonal Recreational Vehicle Living	All Zoning Districts	6/28/2021
	Amendment: Reducing Base Setbacks	General Residential	8/9/2021
	Amendment: Lot Coverage Increase for <4,500 sqft Lots	Townsite Overlay: General Residential, Limited Residential	3/14/2022
	Amendment: Planned Unit Development (PUD) Code	All Zoning Districts	5/9/2022
	Establishment of Tiny Homes (adoption of Appendix Q)	All Residential Zoning Districts	5/23/2022
	Policy: RV Occupancy with Active Building Permit	All Zoning Districts	7/11/2022
	Rezone: 525 North 1st Avenue into DRO	Townsite Overlay: General Residential	8/22/2022
	Amendment: Co-Living Dwelling	Limited Business, Business	1/17/2023
	Establishment of Tiny Homes on Wheels (THOW)	All Residential Zoning Districts	2/13/2023
	Rezone: Corners of 1st & Myrtle Avenue into the DRO	Limited Business, General Residential	5/2023
Ballot measure: Reallocate 0.5% of 1% for Air Service to Housing			
UPCOMING	Establish: Business Owner Housing	Light Industrial	
	Amendment: Reduce Minimum Lot Sizes	All Residential Zoning Districts	
	Amendment: Develop Cottage Unit Standards	All Residential Zoning Districts	
	Developer Incentives in exchange for Community Housing	All Residential Zoning Districts	

Since May 2023, Staff and the Planning and Zoning Commission have discussed the addition of and parameters around another diverse housing type in Hailey – Cottage Housing Developments.

Cottage housing developments can be found around the country. These unit types present a variety of opportunities in creating housing and meeting housing needs where other prevalent housing types are lacking. They diversify housing choice and provide housing that is more attractive to some households than that of traditional single-family homes, or apartment-style living arrangements.

According to an article written by M-Group, an urban planning firm, “...an advantage of cottage housing developments is their flexibility - from making more effective or desirable use of underutilized spaces to serving the needs of different populations. As an infill type development, they can maintain a spacious feeling with open courts. As higher density development, they offer privacy by having detached units. Their sizes allow them to be potentially more energy-efficient compared to larger residences, and they can serve as housing for families seeking to downsize, young households, and the workforce”. Staff’s research further suggests that housing diversity, such as cottage housing developments, make communities more resilient against economic downturns – and promote racial and income diversity.

Further, and according to the Washington Planning and Development for Snohomish County, “...The nature of cottage housing is one of community where shared space and semi-private space are favored over purely private space. Cottage housing developments are usually focused around community courtyards where housing clusters numbering four to twelve units open onto the shared space. Cottage housing can provide an affordable alternative to larger single-family homes and suit the needs of many different household types. They’re especially adept at serving smaller families, single individuals, the elderly, and those with mobility challenges”.

Currently, Cottage housing developments are an allowed form of detached townhouses in Hailey’s existing code, but there is little to no guidance as to distinguish cottages from larger detached townhouses, and minimal standards as to the development of said units – both in unit sizes and design – site layout, vehicular and pedestrian circulation, as well as site placement. A recent review of Hailey’s

Municipal Code, around cottage housing, and detached townhouse development project applications, have indicated a need to identify, clarify, and/or develop regulations in Hailey’s Municipal Code, specifically Titles 16 and 17, including those limited provisions pertaining to cottage developments.

Objective. The specific objective of the proposed code amendment is to create standards for true, small-scale cottage housing developments and further clarify standards for multifamily and detached townhouse projects.

Background. The Planning and Zoning Commission conducted a workshop on May 15, 2023, an initial public hearing on June 30, 2023, and a second public hearing on August 21, 2023, in all of which the Commission provided input to guide this code amendment. The Commission recommended for approval by the Hailey City Council the proposed amendment on November 6, 2023. The Commission’s feedback from previous hearings, as well as Staff and public input, have been incorporated into the attached document. The draft code amendment identifies and establishes a new, diverse housing opportunity in Hailey, to which new standards for small scale cottage dwelling units and detached townhouse units have been developed. Further, it clarifies when design review regulations are applicable, and it strives to ensure that the code results in desired development outcomes with an efficient, predictable process by clarifying definitions and standards.

November 6, 2023 Public Hearing Input: The Commission wholly supported the concept, and draft regulations around cottage housing developments, as well as detached townhouse developments, and unanimously recommended approval by the Hailey City Council.

August 21, 2023 Public Hearing Input: The Commission requested that Staff consider incorporating the following items within the proposed amendment:

Energy Efficiencies/Density Bonuses:

- Research and provide data as to the cost of requiring construction to be energy efficient versus density bonuses.

Design Requirements:

- Reconsider the overall sizes of cottage housing units (i.e., max ground floor, and max upper floor requirements, etc.).
- Reduce or remove specific provisions pertinent to front porches, parking, garages – attached or detached, etc.
- Consider allowing attached garages.

District Use Matrix:

- Remove cottage housing developments from the Limited Residential (LR-1 and LR-2) Zoning Districts.
- Add detached townhouse developments to the Limited Residential (LR-1 and LR-2) Zoning Districts.

Common Open Space/Park Requirements:

- Increase park/open space distance requirement from ¼ mile to ½ mile, per Hailey’s Comprehensive Plan.
- Add a community housing incentive pertinent to cottage housing developments to the proposed amendment.

June 20, 2023 Public Hearing Input: The Commission requested that Staff consider incorporating the following items within the proposed amendment:

Driveways/Garages:

- Clarify driveways for townhouses and cottage dwelling units.
- Remove “detached” from cottage storage requirements.
- Consider ADA accessibility requirements within cottage code that are similar to multifamily requirements. Consider adding Type B units.
- Is it necessary to shield parking from public streets? Staff feels that it is important to screen the consolidated parking areas from adjacent, likely residential, properties.
- Consider allowing attached garages – Attached garages are allowed for detached townhouse units. They do not lend themselves to the cottage housing concept.

District Use Matrix:

- Permit “P” community buildings in the District Use Matrix, LR-1, and LR-2.

Density/Density Bonuses:

- Refine/decrease density in LR-1 and LR-2 Districts for cottage and townhouse units.
- Create density bonus for Energy Star certification, and community housing units within cottage developments.
- Clarify density bonus parameters:
 - o How many additional units could be constructed – Staff changed the density bonus structure from a finite number to a percentage so that it could pertain to a variety zoning districts and their individual allowed densities.

Common Open Space/Park Requirements:

- Explore revising or refining park requirements outlined in subdivision code.
- Will the requirement for open space within cottage developments count toward subdivision park requirements? Staff suggested that it should, so that cottage development is not penalized for providing common open space.
- Refine common open space in ordinance.

Platting Process:

- Consider platting process:
 - o Can the land be subdivided and sold without it being built upon? Staff has determined that, given the compact nature of cottage development and the fact that the individual units are not served by individual driveways, it would likely be infeasible to construct infill units after some units are in place. Cottage developments should be built as a single phase.
 - o Identify limited common space for garages. This is accomplished in the subdivision code.
 - o Explore lease lot descriptions. Nothing in the cottage ordinance precludes this option.

Other:

- Title 15, Section 15.20.010: Add cottages to Hailey Rebate section. The Hailey Rebate code section is separately under consideration for revision, so this item was not addressed as part of the cottage development code revision.
- Title 16: Parks and Platting Processes.

- Explore Community Housing incentives.

May 15, 2023 Public Workshop Input: The Commission generally supported the concept of cottage housing and directed Staff to continue refining the proposed ordinance. Commissioners expressed concern about parking, and the continuation of limited parking requirements in the existing code. Staff find the existing parking requirements to function well. Adequate parking, as codified, further minimizes the amount of land dedicated to automobile storage, and left as is, further supports the Comprehensive Plan goal to reduce dependence on the automobile. As such, the proposed draft code amendment does not modify the existing parking requirements and continues to propose the same requirements for cottage townhouse development.

Additional Food for Thought. A reckoning with traditional, single-family dwellings accompanied by large backyards, is necessary. The idea of having a zone that encourages low density, single-family dwelling units, further embraced by homeowners attempting to protect their neighborhood from denser development nearby, is anchoring this City in the past. Areas zoned such as this, and existing zoning laws, cement these old-fashioned patterns in place, and further support unintended consequences, a few being: encouraging the separation of housing types so that renters would be less likely to live among homeowners, or working-class families less likely to live among affluent ones, or even, families and children of underrepresented ethnicities less likely to live near downtown, where opportunities and social interactions are often greater.

As such, Staff would be remiss if we didn't resurface the conversation around which zoning districts to permit cottage developments in. Ample research was conducted to bring forth a comprehensive, well-analyzed, robust text amendment pertinent to cottage developments. Several common threads were identified during this process, of which, Staff would like to impart the following:

Cottages, or a collection of small homes, provides diverse housing opportunities to low density residential neighborhoods – a form of missing middle housing – intended and designed to complement and be compatible with the fabric of existing residential neighborhoods.

Staff suggests that the Council retain and wholly permit cottage developments in residential districts within Hailey, specifically, the Limited Residential (LR-1 and LR-2) Zoning Districts. Per code, the purpose of the LR Zoning District is to "...provide areas for stable, low density, single-family residential development..." of which, in all our research, cottage developments identify with.

Policies, like those adopted within Hailey's Municipal Code, weren't originally conceived, or adopted to be exclusionary; however, said policies are known to cause disparities between people and housing, and can greatly constrain a community's housing supply. Let's reckon with archaic, traditional housing developments, and policies, and implement an alternative use for residential lands in Hailey.

Draft Ordinance. Please refer to the attached **Draft Ordinance**. Input from the Planning and Zoning Commission, Staff, and citizens have guided the direction of the proposed Ordinance. As such, edits have been incorporated therein, and if recommended for approval, the ~~stricken~~ text shown in the attached Draft Ordinance would be removed, and the underlined text would be added within Titles 16 and 17 of Hailey's Municipal Code.

Attachments:

- i. Draft Ordinance

Standards of Review:

Criteria for Review. Section 17.14.060(A) of the Hailey Municipal Code provides “[w]hen evaluating any proposed amendment under this chapter, the hearing examiner or commission and council shall make findings of fact on the following criteria:

1. The proposed amendment is in accordance with the comprehensive plan.
2. Essential public facilities and services are available to support the full range of proposed uses without creating excessive additional requirements at public cost for the public facilities and services.
3. The proposed uses are compatible with the surrounding area; and
4. The proposed amendment will promote public health, safety, and general welfare.

1. The proposed amendment is in accordance with the comprehensive plan. Allowing a cottage housing type and providing more clarity on regulations for multi-family and townhouse developments address multiple goals laid out in the Hailey Comprehensive Plan. They are listed and organized by the sections of the Comprehensive Plan below:

Section 1: Natural Resources, Energy and Air Quality

1.4 Promote energy conservation. (page 11)

- Increase: Number of smaller dwelling units, as outlined in the attached cottage housing development standards, which inherently use less energy than a larger home.
- Increase: Energy efficiency by offering a density bonus if all units in a cottage housing development comply with the IECC, Section R406.

Section 4: Recreation, Parks, and Lands

4.1 Create and maintain an interconnected system of parks, recreational facilities, trails, green spaces, and natural lands in order to provide diverse recreation opportunities for Hailey residents within ¼ mile to ½ mile of the greatest number of residents. (page 18)

- Increase: Park acreage per capita
- Increase: Percent of population within ¼ mile and within a ½ mile of a park
- Increase: Park/Open Space as a percent of city area
- Decrease: Maintenance costs per capita

Section 5: Land Use, Population and Growth Management

The Comprehensive Plan specifically identifies the need to, “...accommodate population growth through a balanced combination of two means,” with one being “‘infill’ development or redevelopment of existing land within the current City limits in accordance with existing zoning and density allowances without necessitating the use of density bonuses or waivers” and the other being, “‘expansive’ development due to the annexation of new land into the City and/or density increases relating to PUD bonuses and/or zoning amendments.” (page 20). Further goals and desired trends include:

5.1 Retain a compact City comprised a central downtown with surrounding diverse neighborhoods, areas. (page 29)

- Increase: Diversity of housing types allowed in existing higher density residential zoning districts

5.5 Lessen dependence on the automobile (page 30)

- Increase: Diversity of housing types within zoning districts close to the city center

5.6 Manage and accommodate population growth by infill development and, when appropriate, minimal expansion by annexation and/or density increases. (page 30)

- Increase: Citywide land use efficiency (U/A) by increasing the diversity of housing types allowed and allowing increased density for projects that achieve higher energy efficiency standards

5.7 Encourage development at the densities allowed in the Zoning Code. (page 30)

- Decrease: Acres of vacant land within city boundaries by allowing an additional housing type option

Section 7: Demographics, Cultural Vitality, Social Diversity & Well-Being

7.1 Encourage a variety of projects and programs that meet the needs generated by various segments of the population, especially the needs of those who risk suffering effects of discrimination or are socially or economically disadvantaged. (page 36)

- Increase: Diversity of housing types allowed in existing higher density residential zoning districts. Cottage housing developments are especially well suited for young families and aging demographics and encourage interaction between residents.

Section 8: Housing

8.1 Encourage development that provides opportunities for home ownership and rental homes for individuals and families of all socio-economic levels. (page 39)

- Decrease: Percent of Income for Housing Costs by offering a smaller, more affordable housing type
- Increase: Home Affordability by offering a smaller, more affordable housing type
- Decrease: Housing Costs in Relation to Income by offering a smaller, more affordable housing type

The Housing Section of the Comprehensive Plan also elaborates on the economic, environmental, and social benefits of increasing housing options within Hailey City Limits. Diverse housing options are important for:

- “The growth potential and sustainability of local businesses”;
- lowering carbon emissions and road maintenance costs; and
- “a greater vibrancy and sense of unity” in the community (page 38).

2. Essential public facilities and services are available to support the full range of proposed uses without creating excessive additional requirements at public cost for the public facilities and services.

Thus far, all studies related to recently proposed and approved housing projects have affirmed that, 1) infill development and increased residential densities most efficiently utilize public facilities and services; they do not increase excessive additional requirements at public cost; and 2) Hailey’s municipal services are capable of servicing infill development and higher-density projects.

As verified by City Staff from the Public Works Department, cottage housing developments can be accommodated by existing water, wastewater, and other municipal services. The City has yet to meet its maximum densities in the Zoning Districts, especially where they are desired near public transit and activity centers.

3. The proposed uses are compatible with the surrounding area. The proposed uses are compatible with the surrounding area and other areas throughout Hailey: Three (3) cottage developments already exist in the Old Cutters Subdivision, all of which have been beautifully integrated into the fabric of the neighborhood. The proposed regulations generally adhere to the existing underlying zoning district's requirements and provide added safeguards to ensure that impact from vehicular traffic and parking is minimized.

5. The proposed amendment will promote public health, safety, and general welfare.

Through years of community engagement for the Comprehensive Plan creation and updates (as recent as 2020), the Commission and Council have found that there is strong community support and rationale for increasing and diversifying housing options within the City of Hailey. Access to housing is key to supporting public health, safety, and general health. The consensus in the Wood River Valley community—including non-profit social service organizations and fellow municipalities— is that the current need for housing is an emergency. Cottage housing developments will offer a “missing middle” housing type option for developers to consider when developing a subdivision.

Motion Language:

Approval: Motion to approve and conduct a first reading of Ordinance No. _____, an Ordinance amending the Hailey Municipal Code, Title 16: Subdivision Regulations, Chapters 16.01, Definitions, 16.04, Development Standards and 16.08, Townhouses and Title 17: Zoning Regulations, Chapters 17.02, Definitions; 17.05, Official Zoning Map and District Use Matrix; 17.06, Design Review and 17.09 Parking and Loading Spaces, finding that essential public facilities and services are available to support the full range of proposed uses without creating excessive additional requirements at public cost for the public facilities and services, that the proposed uses are compatible with the surrounding area, and that the proposed amendment will promote the public health, safety, and general welfare, and read by title only.

Denial: Motion to deny Ordinance No. _____, an Ordinance amending the Hailey Municipal Code, Title 16: Subdivision Regulations, Chapters 16.01, Definitions, 16.04, Development Standards and 16.08, Townhouses and Title 17: Zoning Regulations, Chapters 17.02, Definitions; 17.05, Official Zoning Map and District Use Matrix; 17.06, Design Review and 17.09 Parking and Loading Spaces, finding that _____ [the Council should cite which standards are not met and provide the reason why each identified standard is not met].

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

HAILEY ORDINANCE NO. ____

AN ORDINANCE OF THE CITY OF HAILEY, IDAHO, AMENDING TITLES 16 AND 17 OF THE HAILEY MUNICIPAL CODE, INCLUDING CHAPTERS 16.01: DEFINITIONS, TO PROVIDE CLARITY AND ADD NEW DEFINITIONS; 16.04: DEVELOPMENT STANDARDS, TO REFINE AND CLARIFY VEHICULAR ACCESS STANDARDS, AND PARK CONTRIBUTION REQUIREMENTS; 16.08: TOWNHOUSES, TO CHANGE THE TITLE AND SUBSECTIONS TO INCORPORATE COTTAGE DEVELOPMENT; 17.02: DEFINITIONS, TO PROVIDE CLARITY AND ADD NEW DEFINITIONS; 17.05: OFFICIAL ZONING MAP AND DISTRICT USE MATRIX, TO ADD AND CLARIFY LAND USE ZONING AND BULK REQUIREMENTS FOR DETACHED TOWNHOUSE AND COTTAGE DEVELOPMENTS, AND DWELLING UNITS; 17.06: DESIGN REVIEW, TO ADD DESIGN STANDARDS FOR DETACHED TOWNHOUSE AND COTTAGE DEVELOPMENTS; AND 17.09: PARKING AND LOADING SPACES, TO APPLY EXISTING STANDARDS TO DETACHED AND COTTAGE TOWNHOUSE DEVELOPMENTS; 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 Commission and Council have determined that municipal code changes which expand housing opportunities in Hailey are a priority;

WHEREAS, the Commission and Council have found that the existing standards for multi-family and townhouse development may not lead to desired comprehensive plan outcomes;

WHEREAS, the changes proposed will address supplemental design and quality of life with the intent of reinforcing the following statements and goals contained within the Comprehensive Plan:

1. Natural Resources, Energy and Air Quality
 - a. Promote energy conservation: The City has set goals to increase the energy efficiency of buildings within the city to 10% above current Idaho State adopted energy code.
2. Recreation, Parks, and Lands
 - a. Create and maintain an interconnected system of parks, recreational facilities, trails green spaces, and natural lands in order to provide diverse recreation opportunities for Hailey residents within ¼ to ½ mile of the greatest number of residents.
3. Land Use, Population, and Growth Management
 - a. The City seeks to accommodate population growth through a balanced combination of two means, with one being “infill” development or redevelopment of existing land within the current City limits in accordance with existing zoning and density allowances without necessitating the use of density bonuses or waivers, and “expansive” development due to the annexation of new land into the City and/or density increases relating to PUD bonuses and/or zoning amendments.
 - b. Land Use Implications of Population Growth Scenarios: Impacts resulting from growth pressure, such as environmental degradation, inadequate social and infrastructure services, and loss of small-town character are concerns associated with unrestricted growth of the community; therefore, it is the responsibility of the city to plan for potential future population growth.
 - c. Lessen dependency on the automobile.

4. Demographics, Cultural Vitality, Social Diversity, and Well-Being
 - a. Social Diversity and Social Well-Being: Sustainable communities offer equal opportunity, social harmony, and mutual respect for a diverse population. Diversity means an inclusive community of people with varied human characteristics, ideas, and worldviews and whose interactions both benefit and challenge each other to grow.
 - b. While many factors influence both the existence and perception of discrimination and unequal treatment, income is an important element, as are education, occupational status, and life expectancy.
5. Housing
 - a. Affordable housing is a key element in the decisions of business owners to create new enterprises or expand their businesses. If affordable housing for employees to purchase and/or rent cannot be provided, it will limit the growth potential and sustainability of local businesses. To the extent that attractive housing is available, employees can better be recruited and retained.
 - b. The ongoing local spending and taxes generated because of homes being occupied by the working community are significant.
 - c. Productivity of the workforce improves when commutes are shortened.
 - d. Long commutes are not only costly to the workers, but to the environment as well. 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.
 - e. Many social benefits are realized when workers live in their own community. 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.

WHEREAS essential public facilities and services are available to detached and cottage townhouse development without excessive public cost;

WHEREAS the proposed detached townhouse and cottage development uses are compatible with surrounding areas and Zoning Districts where townhouse and cottage developments are permitted; and

WHEREAS the text set forth in this ordinance will promote public health, safety, and general welfare by addressing ongoing and outstanding housing needs.

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

Section 1. Chapter 16.01, Definitions, of the Hailey Municipal Code is hereby amended by the addition of the underlined language and deletion of the stricken language, as follows:

COMMON OPEN SPACE: A shared landscaped area, or areas, meeting the requirements of Sections 16.04.110.D.1 and 17.06.080.F when incorporated within a cottage development.

DRIVEWAY: A way or means of vehicular access to a single building, or buildings, per the requirements of Section 16.04.020.M, Driveways.

PARKING ACCESS LANE: A way or means of vehicular access and pedestrian approach for all uses to provide access to an off street parking lot from a public or private street into private property from and to off-street parking.

TOWNHOUSE DEVELOPMENT: Refer to Section 17.02, Definitions, for a detailed definition. -A multi-family residential project consisting of two (2) or more townhouse dwelling units, where permitted under the Hailey zoning ordinance, which may be constructed as either or both one or both of the following:

- A. Building(s) containing two (2) or more townhouse dwelling units erected generally in a row, with each unit being separated from the adjoining unit or units by a party wall or walls, subject to building and fire code requirements, and all other applicable codes and ordinances, and with party walls extending from the basement floor to the roof along the dividing townhouse subplot line. Each unit has its own access to the outside, and no unit is located over another unit in part or in whole.
- B. "Cottages", which are buildings containing single townhouse units on individual townhouse sublots, provided the separation between units and/or buildings complies with applicable building and fire code requirements and all other applicable codes and ordinances.

TOWNHOUSE OR COTTAGE SUBLLOT: The lot resulting from platting a residential townhouse or cottage development. Townhouse or cottage sublots shall have a minimum area equal to that of the perimeter of each individual townhouse unit, and an additional area three feet (3') in width adjacent to any opening, measured at the foundation. Said sublots shall not be buildable for structures other than a "townhouse or cottage dwelling unit", as defined in Title 17, Chapter 2, Definitions. Platting of sublots shall follow the procedures set forth in this title and other applicable codes in effect. All other detached and/or accessory buildings shall be contained within the perimeter of the townhouse subplot, except as otherwise permitted herein

TOWNHOUSE DWELLING UNIT: Refer to Section 17.02, Definitions, for a detailed definition. A dwelling including a minimum of one bathroom and a single kitchen, designed for or occupied as a unit by one family for living and cooking purposes, located in a townhouse development on a platted townhouse subplot.

Section 2. Chapter 16.04, Development Standards, Sections 16.04.020.L - N, of the Hailey Municipal Code is hereby amended by the addition of the underlined language and deletion of the stricken language, as follows:

- L. Private Streets:
 - 1. 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, Peri-Urban Agricultural 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 thirty-six feet (36'), shall be constructed to all other applicable City standards including paving, and shall be maintained by an owners' association.
 - 2. Private streets, wherever possible, shall provide interconnection with other public streets and private streets.

3. The area designated for private streets shall be platted as a separate parcel according to subsection 16.04.060C of this chapter. 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.
4. 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.
5. Private streets shall have adequate and unencumbered ten foot (10') 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.
6. Subdivisions with private streets shall provide two (2) additional parking spaces per dwelling unit for guest and/or overflow parking. These spaces may be located: a) within the residential lot (e.g., between the garage and the roadway); b) as parallel spaces within the street parcel or easement adjacent to the travel lanes; c) in a designated guest parking area; or d) as a combination thereof. Guest/overflow parking spaces are in addition to the minimum number of parking spaces required pursuant to title 17, chapter 17.09 of this Code. The dimension of guest/overflow parking spaces shall ~~be no less than ten feet by twenty feet (10' x 20') if angle parking, or ten feet by twenty four feet (10' x 24') if parallel.~~ meet the parking standards of section 17.09.030, On Site Parking Dimension. Guest/overflow parking spaces shall be improved with asphalt, gravel, pavers, grass block, or other all-weather dustless surface. No part of any required guest/overflow parking spaces shall be utilized for snow storage.

M. Driveways:

1. Number of units served by one (1) driveway:
 - a. Single-family dwelling units: Driveways may provide access to not more than two (2) ~~residential~~ single-family 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. Townhouse and cottage dwelling units: Driveways may provide access to not more than four (4) townhouses or cottage dwelling units. Where a townhouse development will have sublots fronting a street, not more than one (1) additional townhouse subplot accessed by a driveway may be created to the rear of each subplot. All driveways shall meet the applicable requirements of the fire and building codes, as adopted by the City of Hailey.
2. Driveways shall be constructed with an all-weather surface and shall have the following maximum ~~minimum~~ roadway widths:
 - a. Accessing one residential unit: twenty feet (20'); ~~Twelve feet (12')~~;
 - b. Accessing two (2) or more residential units: thirty feet (30'). ~~Sixteen feet (16')~~.

No portion of the required fire lane width of any driveway may be utilized for parking, aboveground utility structures, dumpsters or other service areas, snow storage or any other obstructions.

3. Driveways longer than one hundred fifty feet (150') must have a turnaround area approved by the Fire Department. Fire lane signage must be provided as approved by the Fire Department.
 4. Driveways accessing more than one residential dwelling unit shall be maintained by an owners' association, or in accordance with a plat note.
 5. The area designated for a driveway serving more than one dwelling unit shall be platted as a separate unbuildable parcel, or as a dedicated driveway easement. Easements and parcels shall clearly indicate the beneficiary of the easement or parcel and that the property is unbuildable except for ingress/egress, utilities or as otherwise specified on the plat. A building envelope may be required in order to provide for adequate building setback.
 6. No driveway shall interfere with maintenance of existing infrastructure and shall be located to have the least adverse impact on residential dwelling units, existing or to be constructed, on the lot the easement encumbers and on adjacent lots.
 7. Driveways shall not be named.
- N. Parking Access Lane: Multi-family, townhouse developments of greater than four (4) dwelling units, and cottage developments may be served by a 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.

Cottage developments: Cottage developments shall be served by no more than one (1) parking access lane on each public street frontage.

Section 3. Chapter 16.04, Development Standards, Section 16.04.110, Parks, Pathways, and other Green Spaces, of the Hailey Municipal Code is hereby amended by the addition of the underlined language and deletion of the stricken language, as follows:

- A. Parks And Pathways: Unless otherwise provided, every subdivision shall set aside a park and/or pathway(s) in accordance with standards set forth herein.

1. Parks:

- a. The developer of any subdivision, or any part thereof, consisting of three (3) or more residential lots, including residential townhouse sublots 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:

$$P = x \text{ multiplied by } .0277$$

"P" is the parks contribution in acres

"x" is the number of single-family lots, residential townhouse sublots or residential condominium units contained within the plat. Where multi-family lots are being platted with no fixed number of units, "x" is maximum number of residential lots, sublots and units possible within the subdivision based on current zoning regulations.

- 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 seventy five percent (75%), but in no event shall the area required for a park/cultural space exceed seventeen and one-half percent (17.5%) of the area of the lot(s) being developed.

- c. Cottage developments may be exempted from the provisions of subsection 16.04.110.A, when common open space is provided in accordance with subsection 17.06.080.F: Design Standards, Cottage Development, and the Commission and Council find that sufficient park space, in accordance with the City of Hailey Comprehensive Plan, exists within one half (1/2) mile of the proposed development. In the event that a cottage development is required to provide a park contribution, the contribution area shall be reduced by the amount of common open space provided on site by the development.
2. Pathways: The developer of any subdivision, or any part thereof, shall provide pathways for all trails and paths identified in the master plan that are located on the property to be subdivided or on city property adjacent to the property to be subdivided, and sidewalks required by this title.
- B. Multiple Ownership: Where a parcel of land is owned or otherwise controlled, in any manner, directly or indirectly:
1. 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
 2. 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),
 3. Multiple subdivisions of the parcel that cumulatively result in three (3) or more residential lots, townhouse sublots, cottage sublots or condominium units, are subject to the provisions of this title, and shall provide the required improvements subject to the required standards at or before the platting or development of the lots, sublots or units.
- C. Parks And Lands Board: The parks and lands board shall review and make a recommendation to the hearing examiner or commission and council regarding each application subject to the provisions of this section. Such recommendation will be based on compliance with the master plan and provisions of this title.
- D. Minimum Requirements:
1. Private Green Space or Common Open Space: Use and maintenance of any privately owned green or common open 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. Common open space in a cottage development shall serve only the occupants of the development in which it is located and shall meet the requirements of Section 16.04.110.D.3: Minipark, as well as Section 17.06.080.F: Design Standards, Cottage Development.
 2. Neighborhood Park: A neighborhood park shall include finished grading and ground cover, large grassy areas, trees and shrubs, sheltered picnic table(s), trash container(s), dog station(s), bike racks, park bench(es), parking as required by ordinance, and two (2) 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 fifteen (15) trees per acre, of which at least fifteen percent (15%) shall be of two-and-one-half inch (2 ½") ~~four inch (4")~~ caliper or greater. A maximum of twenty percent (20%) of any single tree species shall not be exceeded in any landscape plan, which includes street trees. 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.

3. Minipark: A minipark 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 miniparks shall provide an average of fifteen (15) trees per acre, of which at least fifteen percent (15%) shall be of two-and-one-half inch (2 ½") caliper or greater. A maximum of twenty percent (20%) of any single tree species shall not be exceeded in any landscape plan, which includes street trees. ~~May be used.~~ Landscaping and irrigation shall integrate water conservation.
 4. Park/Cultural Space: A park/cultural space shall include benches, planters, trees, public art, water features and other elements that would create a gathering place. Connective elements, such as parkways or enhanced sidewalks, may also qualify where such elements connect two (2) or more parks or park/cultural spaces.
 5. Pathways: 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.
- E. Specific Park Standards: All parks shall meet the following criteria for development, location, and size (unless unusual conditions exist that prohibit meeting 1 or more of the criteria):
1. Shall meet the minimum applicable requirements required by subsection D of this section.
 2. Shall provide safe and convenient access, including ADA standards.
 3. Shall not be gated so as to restrict access and shall not be configured in such a manner that will create a perception of intruding on private space. With the exception of private green space and common open space, if ~~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.
 4. Shall be configured in size, shape, topography and improvements to be functional for the intended users. To be eligible for park dedication, the land must, at a minimum, be located on slopes less than twenty five degrees (25°), and outside of drainways, floodways and wetland areas. Miniparks shall not be occupied by nonrecreational buildings and shall be available for the use of all the residents or employees of the proposed subdivision.
 5. Shall not create undue negative impact on adjacent properties and shall be buffered from conflicting land uses.
 6. Shall require low maintenance, or provide for maintenance or maintenance endowment.
- F. Specific Pathway Standards: All pathways shall meet the following criteria for development, location and size (unless unusual conditions exist that prohibit meeting 1 or more of the criteria):

1. Shall meet the minimum applicable requirements required by subsection D of this section.
2. Shall be connected in a useful manner to other parks, pathways, green space and recreation and community assets.

G. Specific Green Space and Common Open Space Standards: If green space is required or offered as part of a subdivision, townhouse, cottage, or condominium developments, all green space shall meet the following criteria for development, location and size (unless unusual conditions exist that prohibit meeting 1 or more of the criteria):

1. Shall meet the minimum applicable requirements required by subsection D of this section.
2. Public and private green spaces on the same property or adjacent properties shall be complementary to one another. Green space within proposed developments shall be designed to be contiguous and interconnecting with any adjacent green space (both existing and potential future space).
3. The use of the private green space shall be restricted to parks, pathways, trails, or other recreational purposes, unless otherwise allowed by the city.
4. The private ownership and maintenance of green space shall be adequately provided for by written agreement.

H. In Lieu Contributions:

1. After receiving a recommendation by the parks and lands board, the council may at their discretion approve and accept voluntary cash or in-kind contributions in lieu of park land dedication and park improvements.
2. The voluntary cash or in-kind contributions in lieu of park land shall be equivalent to the area of land (e.g., square footage) required to be dedicated under this title 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 subsections E4 and E5 of this section. The appraisal shall be submitted by a mutually agreed upon appraiser and paid for by the applicant.
3. Except as otherwise provided, the voluntary cash or in-kind 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.
4. In lieu contributions must be segregated by the city and not used for any other purpose other than the acquisition of park land and/or park improvements, which may include upgrades and replacement of park improvements. Such funds should be used, whenever feasible or practicable, on improvements within walking distance of the residents of the subdivision.

Section 4. Chapter 16.08, Townhouses and Fee Simple Cottages, of the Hailey Municipal Code is hereby amended by the addition of the underlined language and deletion of the stricken language, as follows:

16.08.010: PLAT PROCEDURE:

The developer of ~~the~~ townhouse or fee simple cottage developments shall submit with the preliminary plat application and all other information required herein a copy of the proposed party wall agreement and the proposed document(s) creating an association of owners of the proposed ~~townhouse~~-sublots, which

shall adequately provide for the control (including billing, where applicable) and maintenance of all common utilities, ~~commonly held~~ facilities, garages, parking and/or ~~green open~~ spaces. Prior to final plat approval, the developer shall submit to the city a final copy of ~~the any~~ party wall agreement and any other such documents and shall record the documents prior to or at the same time of the recordation of the plat, which plat shall reflect the recording instrument numbers thereupon. (Ord. 1191, 2015)

“Cottage” lots in existing subdivisions, platted prior to _____ (insert date this code goes into effect), shall be allowed to develop as cottage or as detached townhouse developments under the provisions of this code.

16.08.020: GARAGES OR STORAGE:

All garages and dedicated storage structures shall be designated on the preliminary and final plats and on all deeds as part of the ~~particular~~ townhouse or cottage development. Detached garages and/or storage structures may be platted as limited common area or on separate sublots; provided, that the ownership of detached garages and/or storage structure is appurtenant to specific townhouse or cottage units on the ~~townhouse~~ plat and that the detached garage(s) and/or storage structure(s) may not be sold and/or owned separate from any dwelling unit(s) within the ~~townhouse~~ development. (Ord. 1191, 2015, ___)

16.08.030: STORAGE, PARKING AREAS:

Residential townhouse and cottage developments shall provide parking spaces according to the requirements of title 17, chapter 17.09 of this code. (Ord. 1191, 2015, ___)

Cottage storage. Each cottage dwelling unit shall be provided with a dedicated storage unit that is 50 square feet in size. The storage unit may be located within or adjacent to the house, within a garage or carport, or within a free-standing accessory building.

16.08.040: CONSTRUCTION STANDARDS:

All townhouse and cottage development construction shall be in accordance with the applicable codes, including the IBC, IRC and IFC. Each townhouse and cottage unit must have separate water, sewer, and utility services, which do not pass through another building or unit. (Ord. 1191, 2015, ___)

16.08.050: GENERAL APPLICABILITY:

All other provisions of this title and all applicable ordinances, rules and regulations of the city and all other governmental entities having jurisdiction shall be complied with by townhouse developments. (Ord. 1191, 2015)

16.08.060: EXPIRATION:

Townhouse and cottage developments which have received final plat approval shall have a period of three (3) calendar years from the date of final plat approval by the council to obtain a building permit. Developments which have not received a building permit shall be null and void and the plats associated therewith shall be vacated by the council. If a development is to be phased, construction of the second and succeeding phases shall be contingent upon completion of the preceding phase unless the requirement is waived by the council. Further, if construction on any townhouse or cottage development, or phase of any development, ceases or is not diligently pursued for a period of three (3) years without the prior consent of the council, that portion of the plat pertinent to the undeveloped portion of the development shall be vacated. (Ord. 1191, 2015, ___)

16.08.070: CONVERSION:

The conversion by subdivision of existing units into townhouses or cottages shall not be subject to section 16.04.110 of this title. (Ord. 1191, 2015, ___)

16.08.080: DENSITY & LOT SIZE:

~~The maximum number of cottage townhouse units on any parcel shall be twelve (12), and not more than two (2) cottage townhouse developments shall be constructed adjacent to each other.~~

Maximum density shall be that allowed by Section 17.05.040, District Use Matrix, Bulk Requirements table. No more than two (2) cottage or detached townhouse developments receiving density bonuses, per footnote 23 in the District Use Matrix, shall be located adjacent to each other.

Cottage development: The maximum lot size for a cottage development shall be one (1) acre.

Section 5. Chapter 17.02, Definitions, of the Hailey Municipal Code is hereby amended by the addition of the underlined language and deletion of the stricken language, as follows:

~~CO-LIVING DEVELOPMENT DWELLING FACILITY:~~ A building, or portion thereof, containing ten (10) or more private living spaces, at least one (1) shared kitchen, and at least one (1) shared living space. Each private living space shall include a bedroom and private bathroom. Private living spaces within a co-living ~~development dwelling facility~~ shall be leased for residential occupancy only, and each unit shall meet the occupancy requirements of the International Building and International Fire Codes. A full-time or onsite Property Manager is required.

COMMUNITY BUILDING: A small building, intended as a gathering space, to be shared by residents of a residential development and platted as part of the development’s common area.

COTTAGE DEVELOPMENT: A residential project of two (2) or more detached cottage dwelling units that are either fee simple, located on platted sublots, or are rental units, located on a shared parcel owned by a single landlord entity. Cottage developments are subject to the provisions of Title 16: Subdivision Regulations and Title 17: Zoning Regulations, which allow for increased density, limit lot and dwelling unit sizes, describe parking standards, require common open space, and outline other, additional requirements. Separation between units and/or buildings shall comply with applicable building and fire code requirements and all other applicable codes and ordinances.

COTTAGE DWELLING UNIT: A detached dwelling unit characterized by its small size, vernacular aesthetic with porches, and intended purpose of promoting a sense of community within the development. Cottage dwelling units shall include independent living facilities, including provisions for sleeping, eating, cooking and sanitation. Cottage dwelling units shall be located in a cottage development and are subject to the applicable cottage requirements within Title 16: Subdivision Regulations and Title 17: Zoning Regulations.

MIXED USE BUILDING: A building that has more than one use, usually residential units in combination with commercial/retail, office, institutional, or industrial use within the same structure.

MIXED USE DEVELOPMENT: A development project with one (1) or more buildings that allows for various combined uses, such as commercial/retail, office, institutional, industrial, or residential uses within the same structure or structures.

~~MULTIPLE-FAMILY BUILDING DWELLING:~~ A residential building containing two (2) or more attached dwellings units-, including but not limited to apartments, condominiums, and attached townhouses.

MULTI-FAMILY DEVELOPMENT: A development containing a multi-family building or buildings with attached dwellings units, including but not limited to apartments, condominiums, and attached townhouses.

PUBLIC USE: A structure or use intended or used for a public purpose by a n-activity intended for the benefit of the general public and managed by a public entity, such as the City, school district, County, State, or any other public agency or a utility. Public uses may also be referred to as institutional uses.

SEMIPUBLIC USE: A structure or use partially, but not entirely, open to the use of the public. The use of land by a private or nonprofit organization to provide a public service, such as private colleges and schools, hospitals, churches, libraries, lodges, safe houses, and learning centers. Semipublic uses may also be referred to as institutional uses.

SINGLE-FAMILY DWELLING UNIT: A detached residential building, which may include attached or detached carports and garages, that contains ing independent living facilities, including provisions for sleeping, eating, cooking and sanitation for not more than one family; and is the principal use located on a legally platted lot of record. Single-family dwelling units may, for example, include attached and detached garages, carports, Accessory Dwelling Units, and Tiny Homes on Wheels.

STORAGE STRUCTURE: A building where goods, products, materials, supplies, or equipment are kept or stored. A storage structure may be in the form of a shipping container or other structure. No sales or service is included.

TOWNHOUSE DEVELOPMENT: A multi-family residential project consisting of two (2) or more townhouse dwelling units, where permitted under the Hailey zoning ordinance, which may be constructed as either or both one or both of the following:

- A. Attached townhouse development: Multi-family bBuilding(s) containing two (2) or more townhouse dwelling units erected generally in a row, with each unit being separated from the adjoining unit or units by a party wall or walls, subject to building and fire code requirements, and all other applicable codes and ordinances, and with party walls extending from the basement floor to the roof along the dividing townhouse subplot line. Each unit has its own access to the outside, and no unit is located over another unit in part or in whole.
- B. "Cottages", which are buildings containing single townhouse units on individual townhouse sublots, provided the separation between units and/or buildings complies with applicable building and fire code requirements and all other applicable codes and ordinances.
- B. Detached townhouse development: Buildings containing detached, single townhouse units on individual townhouse sublots, provided the separation between units and/or buildings complies with applicable building and fire code requirements and all other applicable codes and ordinances.

TOWNHOUSE OR COTTAGE SUBLLOT: Refer to Section 16.01, Definitions, for a detailed definition. The lot resulting from platting a residential townhouse development. Townhouse sublots shall have a minimum area equal to that of the perimeter of each individual townhouse unit, and an additional area three feet (3') in width adjacent to any opening, measured at the foundation. Said sublots shall not be buildable for structures other than a "townhouse dwelling unit", as defined in this section. Platting of sublots shall follow the procedures set forth in this title and other applicable codes in effect. All other detached and/or accessory buildings shall be contained within the perimeter of the townhouse subplot, except as otherwise permitted herein.

TOWNHOUSE DWELLING UNIT: A dwelling unit ~~including a minimum of one bathroom and a single kitchen, designed for or occupied as a unit by one family for living and cooking purposes,~~ that contains independent living facilities, including provisions for sleeping, eating, cooking, and sanitation; and is located in a townhouse development on a platted townhouse subplot.

Section 6. Chapter 17.05, Official Zoning Map and District Use Matrix, of the Hailey Municipal Code is hereby amended by the addition of the underlined language and deletion of the stricken language, as follows:

17.05.040: DISTRICT USE MATRIX:

The residential, public, and semi-public, commercial and uses, as well as the bulk requirements for the zoning districts established in chapter 17.04 of this title are designated in the district use matrix set forth herein. A "P" indicates that a use is permitted in the respective zoning district. Permitted uses must conform to the applicable requirements of this title. A "C" indicates that a use is allowed as a conditional use in the respective zoning district. Conditional uses are subject to review and approval under the provisions of chapter 17.11 of this title. An "N" indicates that a use is not allowed in the respective zoning district, except where state or federal law otherwise preempts local land use regulation.

Category	Description (Excerpt)	Zoning Districts and Subdistricts												
		RGB	LR-1	LR-2	GR	NB	LB	TN	B	LI	TI	A	SCI-SO	SCI-I
Residential:														
	Accessory dwelling units (ADU)	N	P ¹	P ¹	P ¹	P ¹	P ¹	P ¹	P ¹	N	N	N	P ¹	P ¹
	Co-living developments dwelling facilities	N	N	N	N	N	P	N	P	N	N	N	N	N
	<u>Cottage developments or dwelling units</u>	<u>N</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>N</u>	<u>C</u>	<u>P</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>
	<u>Detached townhouse developments or dwelling units</u>	<u>N</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>N</u>	<u>C</u>	<u>P</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>
	Manufactured homes	N	P	P	P	N	P	P	N	N	N	N	N	N
	Mixed-use developments buildings	N	N	N	N	P	P	P	P ²	P	P	N	P	P
	Multi-family dwellings developments	N	N	N	P	N	P	C	P ²	N	N	N	N	N
	Single-family dwelling units	N	P	P	P	N	P <u>N</u>	P	N	N	N	N	N	N

Category	Description (Excerpt)	Zoning Districts and Subdistricts												
		RGB	LR-1	LR-2	GR	NB	LB	TN	B	LI	TI	A	SCI-SO	SCI-I
	Tiny homes on wheels (THOW)	N	P ¹	P ¹	P ¹	P ¹	P ¹	P ¹	P ¹	N	N	N	P ¹	P ¹
Public or semipublic: <i>(no change)</i>														
Commercial: <i>(no change)</i>														
Accessory uses:														
Residential	Accessory dwelling units (ADU)	Reference the “Residential” category at the beginning of the table.												
	Tiny Home on Wheels (THOW)													
	<u>Community building</u>	<u>N</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>N</u>	<u>C</u>	<u>P</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>
Storage structures and/or Accessory structures, excluding shipping containers		C ^{9,11}	P ^{9,11}	P ^{9,11}	P ^{9,11}	P ^{9,11}	P ^{9,11}	P ^{9,11}	P ^{9,11}	P ^{9,11}	P ^{9,11}	P ^{9,11}	P ^{9,11}	P ^{9,11}
Swimming pools		N	P	P	P	P	C	P	C	N	N	N	N	N
Temporary structures		C ^{11,13}	C ^{11,13}	C ^{11,13}	C ^{11,13}	C ^{11,13}	C ^{11,13}	C ^{11,13}	C ^{11,13}	C ^{11,13}	C ^{11,13}	C ^{11,13}	C ^{11,13}	C ^{11,13}

BULK REQUIREMENTS

Category	Description (Excerpt)	RGB	LR-1	LR-2	GR	NB	LB	TN	B	LI	TI	A	SCI-SO	SCI-I
Lot dimensions	Minimum lot size (square feet)	None	8,000 ^{14, 15, 16}	12,000 ^{15, 16}	6,000 ^{14, 15}	6,000 ¹⁵	6,000 ^{14, 15}	6,000 ^{14, 15}	0 ^{14, 15}	6,000	-	See note 4	10,890	10,890
	Minimum lot width (feet)	None	75 ^{14, 15, 16}	75 ^{15, 16}	50 ^{14, 15, 16}	50 ¹⁶	50 ^{14, 16}	50 ^{14, 15, 16}	0 ^{15, 16}	60	-	See note 4	-	-
Building height	Maximum building height (feet)	35 ¹⁷	30 ^{14, 17}	30 ¹⁷	35 ^{14, 17}	30 ¹⁷	35 ^{14, 17}	35 ¹⁴	35 ^{14, 17}	35 ¹⁷	35	See note 4	35	35 ¹⁷
Setbacks	Minimum front yard setback (feet)	20	25 ¹⁴	25	20 ^{14, 18}	10	20 ^{14, 18}	20 ^{14, 18}	0 ^{14, 18}	10	20	See note 4	10	10
	Minimum side yard setback (feet)	10	10 ^{14, 18, 19, 20}	10 ^{18, 19, 20}	8 ^{14, 18, 19, 20, 20}	10 ^{14, 20, 19}	10 ^{14, 18, 20, 19}	10 ^{14, 18, 20, 19}	0 ^{14, 18, 20, 19}	10 ^{20, 22, 19, 21}	10 ^{20, 22, 19, 21}	See note 4	10	10
	Minimum rear yard setback (feet)	10	10 ^{14, 18, 19, 20}	10 ^{18, 19, 20}	10 ^{14, 18, 20, 19}	10 ^{18, 20, 19}	10 ^{14, 18, 20, 19}	10 ^{14, 18, 20, 19}	0 ^{14, 18, 20, 19}	10 ^{20, 22, 19, 21}	10 ^{20, 22, 19, 21}	See note 4	10	10
	Riparian (feet)	100 ^{23, 22}	100 ^{23, 22}	100 ^{23, 22}	100 ^{23, 22}	100 ^{23, 22}	100 ^{23, 22}	100 ^{23, 22}	100 ^{23, 22}	100 ^{23, 22}	100 ^{23, 22}	See note 4	100 ^{23, 22}	100 ^{23, 22}
Multi-family and mixed use Density	Mixed-use residential density developments: maximum dwelling units per acre	-	-	-	-	15	20	10	20 ²	-	-	See note 4	20	-
	Multi-family residential density developments: maximum dwelling units per acre; including but not limited to apartments, condominiums, and attached townhouses	-	-	-	10	-	20	10	20	-	-	-	20	-

Category	Description (Excerpt)	RGB	LR-1	LR-2	GR	NB	LB	TN	B	LI	TI	A	SCI-SO	SCI-I
	<u>Detached townhouse developments: maximum dwelling units per acre</u>	-	8	6	10 ^{24, 23}	-	20	10 ^{24, 23}	-	-	-	-	-	-
	<u>Cottage developments: maximum dwelling units per acre</u>	-	8	6	10 ^{24, 23}	-	20	10 ^{24, 23}	-	-	-	-	-	-
Total lot coverage	Total maximum coverage by all structures (percentage)	-	40 ¹⁴	40	40 ¹⁴	-	-	30 ¹⁴	-	75	75	See note 4	70	70
Maximum gross floor area	Aggregate gross floor area for individual retail/wholesale trade (square feet)	-	-	-	-	-	36,000	-	36,000	25,000	25,000	See note 4	25,000	25,000
	Aggregate gross floor area for grouped retail/wholesale (square feet)	-	-	-	-	-	36,000	-	50,000	25,000	25,000	See note 4	25,000	25,000
	<u>Cottage dwelling units (square feet)</u>	-	1,400 ²⁴	1,400 ²⁴	1,400 ^{24,25,26}	-	1,400 ^{24,25,26}	1,400 ^{24,25,26}	-	-	-	-	-	-

Notes:

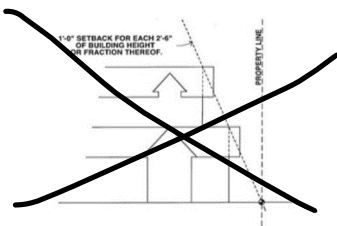
1. Accessory Dwelling Units (ADUs) and Tiny Homes on Wheels (THOW) are subject to administrative design review and supplementary regulations. See section 17.06 and subsection 17.08 D of this title.
2. Mixed-use buildings and multi-family dwellings incorporating small residential units require a Conditional Use Permit and shall comply with subsection 17.04Q of this title.
3. The installation of wireless communication facilities requires a Wireless Permit in accordance with the provisions of subsection 17.08B of this title.
4. Objects affecting navigable airspace, including solar energy systems and wireless communications facilities located within the Airport Influence Area, are subject to review of the Friedman Memorial Airport Director for compliance with FAA regulations and 14 CFR, chapter 1, subchapter E, part 77.
5. Only within terminals.
6. Only attached to hotel/motel.
7. Drive-through food service not permitted.
8. May be approved through a Conditional Use Permit if the use is in conjunction with a use that is permitted by-right.
9. Unenclosed exterior storage that is greater than fifty square feet (50 sq. ft.) and associated with retail trade, skilled construction and industrial trades, or wholesale trade is permitted in the industrial Zoning Districts only. Such unenclosed exterior storage may include but is not limited to the storage or display of bulky goods, materials, supplies, merchandise, and equipment.
10. The use permitted by this footnote must be accessory to primary use and contained within the walls of the structure with the primary use.
11. Structures equal to or greater than 120 square feet (120 sq. ft.) in size require a building permit, per subsection 17.07.010H of this title.
12. The use of fuel tanks containing flammable or combustible liquids, as defined by the International Fire Code (IFC), requires a Flammable & Combustible Storage Tank Permit through the Hailey Fire Department.
13. Temporary structures which have an approved Conditional Use Permit may operate seasonally for multiple years, so long as the size and location of the temporary structure conforms with the approved Conditional Use Permit or conditions thereof.
14. May be subject to additional provisions per the Townsite Overlay (TO) Zoning District. See subsection 17.04M of this title.
15. Townhouse sublots should have a maximum aggregate density of ten (10) lots per acre in the GR and TN Zoning Districts, fifteen (15) lots per acre in the NB Zoning District, and twenty (20) lots per acre in the LB and B Zoning Districts. Townhouse and cottage sublots are exempt from minimum lot sizes and widths; however, townhouse and cottage developments shall adhere to the density requirements, as stated in the bulk requirements table of this section, as well as the subdivision and zoning requirements in Titles 16 and 17 respectively.

16. Townhouse and cottage sublots shall conform to the standards established in the IFC.
17. For a building with any portion of the building footprint within the Special Flood Hazard Area, building height shall be measured two (2) feet above the base flood elevation (BFE). For buildings located within the Special Flood Hazard Area and the LR Zoning Districts, buildings shall in no instance exceed a building height of thirty-two feet (32') from record grade. For buildings located within the Special Flood Hazard Area, and within the GR Zoning District, buildings shall in no case exceed a building height of thirty-five feet (35') from record grade.
18. ~~In the TO Zoning Districts, townhouse units shall be allowed zero (0) setbacks, with an exception for the setbacks on the property line between two (2) townhouse units. The separation between two (2) townhouse units on separate sublots shall be no less than six (6) feet or the minimum distance required by the IBC and IFC, whichever is greater. The distance between the buildings shall be measured between any wall or any projection of a building—including, but not limited to, eaves, cornices, canopies, or other similar roof overhang features, pergolas, chimney chases, bay windows, decks, steps, wainscot, and utility meters.~~
The setback from the adjacent property shall be one (1) foot for every two (2) feet of building height for all portions of the building exceeding twenty (20) feet in height, provided, however, no side or rear yard shall be less than ten (10) feet. See the figure in subsection 17.04B.050 of this title.
19. Normal corner and reverse-corner lots are subject to subsections 17.07.010F and G of this title.
20. Any wall, as measured from the highest point including any gable or peak in a direct vertical line to record grade, shall have a setback of one foot (1') for every two and one-half feet (2 1/2') of wall height (see subsection 17.04M.090, Diagram 1, of the Hailey Municipal Code), but not less than the base setback for the GR Zoning District. This shall apply to walls on the side yards of properties but shall not apply to sublots within a development.
21. In LI and TI Zoning Districts, the side and rear yard setbacks shall be twenty-five (25) feet where the subject property is located adjacent to the following Zoning Districts: RGB, GR, or TN.
22. Riparian setback. Unless otherwise provided for herein, all permanent buildings and structures shall have a 100-foot-wide riparian setback from the mean high-water mark of the Big Wood River. Removal of live vegetation or excavation within the riparian setback is prohibited, except for any tree that has been recommended for removal by a certified arborist, in writing, because the tree has been found to potentially endanger the resident(s) of the property on which it is located or any member of the public, or has become hazardous to any street, alley or other public right-of-way or public utility, or because the removal of a tree would substantially improve the health of other trees on the property. Pruning of trees and planting of riparian trees, shrubs and ground cover within the riparian setback are allowed, provided however, that all plantings conform to the criteria for evaluation in subsection 17.04J.040B4e of this title. Where the application of the 100-foot riparian setback and other applicable setbacks will result in a building site of 1,000 square feet or less, the riparian setback may be reduced to such an extent that the building site is 1,000 square feet; provided however, the riparian setback shall not be less than fifty (50) feet.

23. Cottage and detached townhouse development density may exceed the maximum allowed density by forty percent (40%), provided that all dwelling units in the development comply with the following:
- a. All dwelling units in the cottage or detached townhouse development shall comply with the minimum requirements of the 2018 International Energy Conservation Code, Section R406, Energy Rating Index Compliance Alternative. Building envelope tightness shall be determined with a blower door test, by a certified professional, verifying compliance with this standard.
 - b. Minimum one (1) dwelling unit in each cottage development shall be constructed as a Type B unit in accordance with the standards of 2009 ANSI 117.1, Chapter 10, 1004 Type B Units.
 - c. Minimum one (1) dwelling unit in each cottage or detached townhouse development shall be a deed restricted community housing unit, for sale or rent, in perpetuity. The deed restricted unit shall comply with income, occupancy, and/or other affordable community housing criteria as established in a community housing plan approved by the City of Hailey. As an alternative, two (2) Locals Only units, as outlined by the City of Hailey, may be provided. Additional alternative community housing compliance options may be proposed by the developer and may be approved by the City based on housing need in the community at the time of application.
 - d. The deed restricted community housing unit(s) shall be identical to at least one (1) other market-rate unit within the cottage development.
24. While the maximum allowed gross floor area per individual cottage dwelling unit is fourteen hundred (1,400) square feet, the average gross floor area per dwelling unit in a cottage development shall not exceed twelve hundred (1,200) square feet.

Cottage dwelling units are subject to a maximum ground floor size of one thousand (1,000) gross square feet, including an attached garage, but not including porches, dedicated storage, or basement. Basement area shall be limited to the size of the ground floor footprint and located with the basement finish floor a minimum six (6) feet below adjacent grade.

Diagram 1



(Ord. 1275, 2021; Ord. 1250, 2019; Ord. 1243, 2019; Ord. 1242, 2018; Ord. 1232, 2018; Ord. 1221, 2017; Ord. 1220, 2017; Ord. 1211, 2017; Ord. 1208, 2016; Ord. 1207, 2016; Ord. 1191, 2015; Ord. 1291, 2021; Ord. 1325, 2023, ___)

Section 7. Chapter 17.06, Design Review, Subsection 17.06.010, Applicability, of the Hailey Municipal Code is hereby amended by the addition of the underlined language and deletion of the stricken language, as follows:

17.06.010: APPLICABILITY:

- A. Design Review Approval Or Exemption: No person shall build, develop or substantially remodel or alter the exterior of the following buildings without receiving design review approval or exemption pursuant to this chapter, as outlined in the matrix below:

TABLE 1
PROJECT TYPES

Type Of Use	Exempt (PZ Chair And Administrator)	Hearings Examiner	Full PZ Review
New construction:			
All zones: Nonresidential buildings			X
All zones: Residential <u>development</u> of 3 or more units			X
All zones: Accessory Dwelling Units and Tiny Homes on Wheels	X		
Townsite Overlay District: New single-family or duplex			X
Townsite Overlay District: Accessory structures <u>that add floor area equal to or greater than 50 percent of the original structure</u> (excluding Accessory Dwelling Units and Tiny Homes on Wheels)			X
Additions:			
Commercial: Additions under 500 square feet which are not prominently visible from a public street	X		
Townsite Overlay District: Single-family, duplex, or accessory structures that add floor area equal to or greater than 50 percent of the original structure			X
Townsite Overlay District: Additions that adds floor area less than 50 percent of the original structure and complies with section 17.06.020 of this chapter	X		
Modifications that do not add square footage:			
Minor facade changes, alterations to parking and other site elements	X		
Commercial: Major deck additions; changes to architectural elements which alter the overall style of the building; addition of window(s) or door(s) or changes to existing windows or doors that result in major stylistic changes; changes to architectural elements which alter the overall style of the building			X
Commercial: Minor deck additions; changes to siding and/or materials; changes to window(s) or door(s) that	X		

do not result in major stylistic changes; landscape and/or parking changes that do not materially alter the flow of circulation			
Murals and public art	X		
Temporary structures	X		
Projects which qualify under subsection 17.06.020B of this chapter	X		

B. Preapplication Design Review:

1. Preapplication review is an optional process for all new nonresidential construction and all residential developments. The Administrator may advise applicants as to the appropriateness of the preapplication design review process for each application.
2. The purpose of preapplication review is to allow the commission to exchange ideas and give direction to the applicant on the "design concept", keeping in mind the purpose of this chapter and the application of the evaluation standards.
3. Preapplication review materials shall be submitted according to the application requirements of section [17.06.050](#) of this chapter. (Ord. 1275, 2021; Ord. 1226, 2017; Ord. 1191, 2015,___)

Section 8. Section 17.06.080, Design Standards, of the Hailey Municipal Code is hereby amended by the addition of the underlined language and deletion of the stricken language, as follows:

17.06.080: DESIGN STANDARDS:

A. Nonresidential, Multi-Family Or Mixed Use ~~Building Development~~: The following design standards apply to ~~any~~ all nonresidential, multi-family or mixed use ~~building development~~ located within the city of Hailey:

1. Site Planning:
 - a. The location, orientation and surface of buildings shall maximize, to the greatest extent possible, sun exposure in exterior spaces to create spaces around buildings that are usable by the occupants and allow for safe access to buildings.
 - b. All existing plant material shall be inventoried and delineated, to scale, and noted whether it is to be preserved, relocated or removed. Removal of trees larger than six inch (6") caliper proposed to be removed require an arborist review. Any tree destroyed or mortally injured after previously being identified to be preserved, or removed without authorization, shall be replaced with a species of tree found in the tree guide and shall be a minimum of four inch (4") caliper.
 - c. Site circulation shall be designed so pedestrians have safe access to and through the site and to building.
 - d. Building services, including loading areas, trash storage/pick up areas and utility boxes shall be located at the rear of a building; the side of the building adjacent to an internal lot line may be considered as an alternate location. These areas shall be designed in a manner to minimize conflict among uses and shall not interfere with other uses, such as snow storage. These areas shall be screened with landscaping, enclosures, fencing or by the principal building.
 - e. Where alleys exist, or are planned, they shall be utilized for building services.

- f. Vending machines located on the exterior of a building shall not be visible from any street.
 - g. Except as otherwise provided herein, on site parking areas shall be located at the rear of the building and buffered from the sidewalk adjacent to the street. Parking and access shall not be obstructed by snow accumulation.
 - 1. Parking areas located within the SCI zoning district may be located at the side or rear of the building.
 - 2. Parking areas may be considered at the side of buildings within the B, LB, TI and LI zoning districts, provided a usable prominent entrance is located on the front of the building and the parking area is buffered from the sidewalk adjacent to the street.
 - h. Access to on site parking shall be from the alley or, if the site is not serviced by an alley, from a single approach to the street to confine vehicular/pedestrian conflict to limited locations, allow more buffering of the parking area, and preserve the street frontage for pedestrian traffic. Where possible, driveways for townhouse and/or cottage developments shall be shared between adjacent properties per Section 16.04.020.M, Driveways.
 - i. Snow storage areas shall be provided on site where practical and sited in a manner that is accessible to all types of snow removal vehicles of a size that can accommodate moderate areas of snow.
 - j. Snow storage areas shall not be less than twenty five percent (25%) of the improved parking and vehicle and pedestrian circulation areas.
 - k. A designated snow storage area shall not have any dimension less than ten feet (10').
 - l. Hauling of snow from downtown areas is permissible where other options are not practical.
 - m. Snow storage areas shall not impede parking spaces, vehicular and pedestrian circulation or line of sight, loading areas, trash storage/pick up areas, service areas or utilities.
 - n. Snow storage areas shall be landscaped with vegetation that is salt tolerant and resilient to heavy snow.
2. Building Design:
- a. The proportion, size, shape, and rooflines of new buildings shall be compatible with surrounding buildings.
 - b. Standardized corporate building designs are prohibited.
 - c. At ground level, building design shall emphasize human scale, be pedestrian oriented and encourage human activity and interaction.
 - d. The front facade of buildings shall face the street and may include design features such as windows, pedestrian entrances, building offsets, projections, architectural detailing, courtyards and change in materials or similar features to create human scale and break up large building surfaces and volumes.
 - e. Any addition to or renovation of an existing building shall be designed to create a cohesive whole.

- f. All exterior walls of a building shall incorporate the use of varying materials, textures and colors.
 - g. Exterior buildings colors and materials shall be integrated appropriately into the architecture of the building and be harmonious within the project and with surrounding buildings.
 - h. Flat roofed buildings over two (2) stories in height shall incorporate roof elements such as parapets, upper decks, balconies, or other design elements.
 - i. All buildings shall minimize energy consumption by utilizing alternative energy sources and/or passive solar techniques. At least three (3) of the following techniques, or an approved alternative, shall be used to improve energy cost savings and provide a more comfortable and healthy living space:
 - (1) Solar Orientation: If there is a longer wall plane, it shall be placed on an east-west axis. A building's wall plane shall be oriented within thirty degrees (30°) of true south.
 - (2) South Facing Windows With Eave Coverage: At least forty percent (40%) of the building's total glazing surface shall be oriented to the south, with roof overhang or awning coverage at the south.
 - (3) Double Glazed: Double glazed windows.
 - (4) Low Emissivity Glazing: Windows with low emissivity glazing.
 - (5) Exterior Walls: Earth berming against exterior walls.
 - (6) Alternative Energy: Solar energy for electricity or water heating, wind energy or another approved alternative shall be installed on site.
 - (7) Exterior Light Shelves: All windows on the southernmost facing side of the building shall have external light shelves installed.
 - j. Gabled coverings, appropriate roof pitch, or snow clips and/or gutters and downspouts shall be provided over all walkways and entries to prevent snow from falling directly onto adjacent sidewalks.
 - k. Downspouts and drains shall be located within landscape areas or other appropriate locations where freezing will not create pedestrian hazards.
 - l. Vehicle canopies associated with gas stations, convenience stores or drive-through facilities shall have a minimum roof pitch of three to twelve (3:12) and be consistent with the colors, material and architectural design used on the principal building(s).
 - m. A master plan for signage is required to ensure the design and location of signs is compatible with the building design and compliance with section 17.08A.020 of this title.
3. Accessory Structures, Fences And Equipment/Utilities:
- a. Accessory structures shall be designed to be compatible with the principal building(s).
 - b. Except as otherwise provided herein, accessory structures shall be located at the rear of the property.

- (1) Accessory structures may be considered in a location other than the rear on sites determined to have characteristics that prevent location at the rear of the site.
 - c. Walls and fences shall be constructed of materials compatible with other materials used on the site.
 - d. Walls and fencing shall not dominate the buildings or the landscape. Planting should be integrated with fencing in order to soften the visual impact.
 - e. Except as otherwise provided herein, all roof projections, including roof mounted mechanical equipment, such as heating and air conditioning units, shall be shielded and screened from view from the ground level of on site parking areas, adjacent public streets and adjacent properties. Wind energy systems that have received a conditional use permit and solar panels are exempt from this requirement.
 - f. The hardware associated with alternative energy sources shall be incorporated into the building's design and not detract from the building and its surroundings.
 - g. All ground mounted mechanical equipment, including heating and air conditioning units, and trash receptacle areas, shall be adequately screened from surrounding properties and streets by the use of a wall, fence, or landscaping, or shall be enclosed within a building.
 - h. All service lines into the subject property shall be installed underground.
 - i. Additional appurtenances shall not be located on existing utility poles.
4. Landscaping:
- a. Only drought tolerant plant species and/or xeriscape specific plant materials shall be used, as specified by the Hailey landscaping manual or an approved alternative.
 - b. All plant species shall be hardy to the zone 4 environment.
 - c. At a minimum, a temporary irrigation system that fully operates for at least two (2) complete growing seasons is required in order to establish drought tolerant plant species and/or xeriscape specific plant materials. Features that minimize water use, such as moisture sensors, are encouraged.
 - d. Landscaped areas shall be planned as an integral part of the site with consideration of the urban environment. A combination of trees, shrubs, vines, ground covers, and ornamental grasses shall be used. Newly landscaped areas shall include trees with a caliper of no less than two and one-half inches (2 ½"). A maximum of twenty percent (20%) of any single tree species shall not be exceeded in any landscape plan, which includes street trees. New planting areas shall be designed to accommodate typical trees at maturity. Buildings within the LI and SCI-I Zoning Districts are excluded from this standard.
 - e. Seasonal plantings in planter boxes, pots and/or hanging baskets shall be provided to add color and interest to the outside of buildings in the LI and SCI-I zoning districts.
 - f. Plantings for pedestrian areas within the B, LB, TN and SCI-SO zoning districts shall be designed with attention to the details of color, texture and form. A variety of trees, shrubs, perennials, ground covers and seasonal plantings, with different shapes and distinctive foliage, bark and flowers shall be used in beds, planter boxes, pots and/or hanging baskets.

- g. Stormwater runoff should be retained on the site wherever possible and used to irrigate plant materials.
 - h. A plan for maintenance of the landscaping areas is required to ensure that the project appears in a well-maintained condition (i.e., all weeds and trash removed, dead plant materials removed and replaced).
 - i. Retaining walls shall be designed to minimize their impact on the site and the appearance of the site.
 - j. Retaining walls shall be constructed of materials that are utilized elsewhere on the site, or of natural or decorative materials.
 - k. Retaining walls, where visible to the public and/or to residents or employees of the project, shall be no higher than four feet (4') or terraced with a three foot (3') horizontal separation of walls.
 - l. Landscaping should be provided within or in front of extensive retaining walls.
 - m. Retaining walls over twenty four inches (24") high may require railings or planting buffers for safety.
 - n. Low retaining walls may be used for seating if capped with a surface of at least twelve (12) to sixteen inches (16") wide.
- B. NONRESIDENTIAL AND MIXED USE BUILDINGS LOCATED WITHIN B, LB OR TN DISTRICTS (*no change*)
- C. NONRESIDENTIAL AND MIXED USE BUILDING LOCATED WITHIN LI, SCI, TI OR A DISTRICTS (*no change*)
- D. Multi-Family Development: In addition to the standards applicable to any nonresidential, multi-family or mixed use ~~building developments~~ located within the city of Hailey described in subsection A of this section, the following design standards also apply to ~~any~~ multi-family ~~building developments~~ located within the City of Hailey:
- 1. Site Planning:
 - a. The location of buildings shall respond to the specific site conditions, such as topography, street corners, open space and existing and planned adjacent uses.
 - b. Site plans shall include a convenient, attractive and interconnected pedestrian system of sidewalks and shared pathways to reinforce pedestrian circulation within a site.
 - c. Buildings shall be organized to maximize efficient pedestrian circulation and create gathering places.
 - 2. Building Design:
 - a. Buildings shall incorporate massing, group lines and character that responds to single-family homes. Buildings may also include the use of varying materials, textures, and colors to break up the bulk and mass of large multi-family buildings. Front doors should be individual and visible from the street. Windows should be residential in scale and thoughtfully placed to provide for privacy and solar gain.

- b. At ground level, buildings shall present a setting that is visually pleasing to the pedestrian and that encourages human activity and interaction. (Ord. 1311, 2022; Ord. 1191, 2015,
)
- E. Detached Townhouse Development: In addition to the standards applicable to all nonresidential, multi-family or mixed-use developments located within the City of Hailey described in subsection A of this section, the following design standards also apply to detached townhouse developments located within the City of Hailey:
 - Driveway Access: Garages shall be located near the rear of the primary residence and in no case shall be located less than ten (10) feet behind the front façade of the residence.
- F. Cottage Development: In addition to the standards applicable to all nonresidential, multi-family or mixed-use developments located within the City of Hailey described in subsection A of this section, the following design standards also apply to cottage developments located within the City of Hailey, all of which are compulsory unless a superior design is approved:
 - 1. Common Open Space.
 - a. Common open space of at least four hundred (400) square feet per cottage dwelling unit, with a maximum requirement of three thousand (3,000) square feet per cottage development, shall be provided.
 - b. Minimum dimensions of the common open space shall be no less than twenty (20) linear feet.
 - c. All cottage dwelling units shall abut common open space, with cottages located on at least two (2) sides of the open space.
 - d. Cottage dwelling units shall be oriented around the common open space. The front entry porch of each cottage shall be oriented toward the common open space unless the cottage dwelling unit is located on a public street. If a cottage dwelling unit is located on a public street, its front entry porch shall be visible from the street, and the cottage shall have at least one (1) entry porch, front or secondary, visible from the common open space.
 - e. Cottages shall be located no more than sixty (60) feet from the edge of the common open space.
 - f. The common open space shall consist of a paved plaza, landscaped greenspace, community garden, or other approved alternative with access for all dwelling units in the cottage development per the requirements of Section 16.04.A.1.c.
 - g. The common area shall serve the occupants of the cottage development in which it is located and shall be maintained by the cottage development homeowners' association, or landlord, if the cottage development is a rental endeavor.
 - 2. Porches. Each cottage dwelling units' main entry shall feature an entry porch with useable space by the occupant(s). The front entry porch of the cottage dwelling unit shall be oriented toward the common open space unless the cottage is located on a public street. If a cottage is located on a public street, its front entry porch shall be visible from the street, and the cottage shall have at least one (1) entry porch, front or secondary, visible from the common open space.
 - 3. Parking and Driveway Location and Design.

- a. Required off street parking is encouraged to be detached from the cottage dwelling units and located in a clustered format. Maximum one (1) attached private, single car garage per dwelling unit is also acceptable, provided the garage meets all other standards specified in this section.
 - b. Parking shall be located in the same development as the cottage units.
 - c. Clustered parking areas shall be located to the side or rear of the cottage development. Parking is prohibited between the cottage units and any public streets, between the cottage units and the common open space, and within any required setbacks.
 - d. Attached private garages shall accommodate only one (1) car and shall have a maximum gross floor area of three hundred (300) square feet. Attached garages are prohibited between the cottage units and any public streets, between the cottage units and the common open space, and within any required setbacks. If the dwelling unit is located on a public street, its private garage shall be located a minimum of ten (10) feet behind the street façade of the residence.
 - e. Clustered parking shall include landscaping in the form of trees and shrubs, around and within the parking area(s).
 - f. Parking areas shall be accessed via a parking access lane complying with all regulations set forth in the IFC and other applicable codes and ordinances.
 - g. Each cottage development of up to 14 dwelling units shall be served by a parking access lane and/or private driveway(s). No more than one (1) ~~driveway~~ parking access lane ~~urb-cut~~ per cottage development shall be permitted, except where the development fronts onto more than one (1) public street. When a cottage development fronts onto more than one (1) public street, no more than one (1) ~~driveway~~ parking access lane ~~urb-cut~~ is permitted per public street.
 - h. Parking and vehicular areas shall be screened from public view and from adjacent residential units by landscaping, landscaping features, or architectural screens.
 - i. Each cottage development clustered parking area shall provide accessible parking in compliance with the provisions of the IBC, Chapter 11, Accessibility.
4. Accessibility.
- a. All common areas in a cottage development shall meet the provisions of Chapter 11 of the IBC.
 - b. Each cottage development clustered parking area shall provide accessible parking in compliance with the provisions of the IBC, Chapter 11, Accessibility.
5. Storage. Each cottage unit shall be provided with a dedicated ~~detached~~ storage unit that is 50 square feet in size. The storage unit may be located within or adjacent to the house, within a garage or carport or within a free-standing accessory building.
6. Community Building. One (1) accessory community building shall be allowed as an accessory use as part of the cottage development's common area. Community building size shall be limited to 800 gross square feet in size, and a single story.

Section 9. Section 17.09.020.01, Location of On Site Parking Spaces, of the Hailey Municipal Code is hereby amended by the addition of the underlined language and deletion of the stricken language, as follows:

17.09.020.01: LOCATION OF ON SITE PARKING SPACES:

The following regulations shall govern the location of on site parking spaces and areas, except as otherwise provided below and in section 17.09.040.08 of this chapter:

- A. Single-Family Dwellings, Detached Townhouse and Cottage Developments: Parking spaces for all ~~single-family detached~~ dwellings shall be located on the same ~~lot~~ property as the dwelling which they serve, except as otherwise provided in ~~section 17.09.040.01 of this chapter~~ in this Title.
- B. Multi-Family, Institutional Uses: Parking spaces for multi- family or institutional uses shall be located not more than three hundred feet (300') from the principal use and shall meet the requirements in this Title.
- C. Commercial, Industrial Uses: Parking spaces for commercial or industrial uses shall be located not more than eight hundred feet (800') from the principal use and must be located within a B, LB, SCI, or LI district.
- D. Rear Location; Exception: New on site parking areas shall be located at the rear of the building, except ~~within the SCI zoning district where parking is allowed at the side of the building~~ as allowed otherwise by this code.

Prohibited Location; Exception: On site parking areas are not permitted between the sidewalk within the public right of way and the primary frontage of a building, except where the location of an existing buildings or site conditions precludes another location for parking; such parking requires a landscape buffer, or an alternative approved by the administrator, between sidewalk and parking. (Ord. 1191, 2015,)

Section 10. Section 17.09.020.08, Access, of the Hailey Municipal Code is hereby amended by the addition of the underlined language and deletion of the stricken language, as follows:

17.09.020.08: ACCESS:

- A. Design: Except as otherwise provided herein, any parking area on private property shall be designed in such a manner that any vehicle leaving or entering the parking area from or onto a public street shall be traveling in a forward motion.
- B. Through Alleys: Where alleys exist, access to on site parking for any nonresidential use or for any multi-family ~~dwelling~~ development of three (3) or more units shall be from the alley. Parking areas adjacent to alleys may be designed to allow a vehicle to back from the parking area into the alley.
- C. Alley Not Present: If the site is not serviced by an alley, access shall be from a single approach to the street to confine vehicular/pedestrian conflict to limited locations, allow more buffering of the parking area, and preserve the street frontage for pedestrian traffic.
- D. Visibility: Access for on site parking areas or loading spaces shall be located in such a way that any vehicle entering or leaving such area shall be clearly visible by a pedestrian or motorist approaching the access or driveway from a public or private street.
- E. Subdivisions: Access for subdivisions shall be provided in accordance with standards set forth in title 16, chapter 16.04 of this code.

- F. Backing Design Permitted: Parking areas containing no more than two (2) parking spaces in any zoning district or parking areas within the LR, GR, TN, TI and LI districts may be designed to allow a vehicle to back from the parking area into the public right of way.

Stacking: Parking areas for residential uses only may be designed to allow required parking spaces for one vehicle to deny access to another vehicle, thus "stacking" the parking area. For nonresidential uses, stacked parking may be allowed only for additional spaces that may be provided in excess of the required number of parking spaces. (Ord. 1191, 2015,___)

Section 11. Section 17.09.040, On Site Parking Space Requirements, Subsections 17.09.040.01, Residential and 17.09.040.07, Bicycle Parking, of the Hailey Municipal Code is hereby amended by the addition of the underlined language and deletion of the stricken language, as follows:

17.09.040.01: RESIDENTIAL PARKING REQUIREMENTS:

<p><u>Parking for all dwellings less units smaller than 1,000 square feet</u></p>	<p>Minimum of 1 space per unit. A site developed with both a primary dwelling less than 1,000 square feet in size and an Accessory Dwelling Unit, <u>or Tiny Home on Wheels</u>, shall provide a minimum of <u>2 onsite</u> spaces. Parking for Accessory Dwelling Units must be provided on site. Existing parking in excess of the required parking for a single-family unit shall count towards the total required parking.</p>
<p><u>Parking for all dwelling units larger than 1,000 square feet in multi-family, mixed-use, townhouse, and cottage developments</u> Multiple family dwellings and dwelling units with a mixed use building</p>	<p>Minimum of <u>an average of 1.5 spaces per dwelling</u> unit.</p>
<p><u>Single-family dwelling units</u></p>	<p>2 spaces per dwelling <u>unit</u> minimum, 6 spaces per dwelling <u>unit</u> maximum. Parking spaces within any garage, carport or similar structure shall be credited at 1 space per 9 feet of floor width and 18 feet of floor length. The <u>City will allow for the use utilization of 100-foot-wide rights-of-way</u> within <u>Hailey's original</u> townsite for licensed passenger vehicle parking for single-family dwellings <u>units</u>. Parking for accessory dwelling units <u>and tiny homes on wheels</u> must be provided on site.</p>

17.09.040.07: BICYCLE PARKING:

All multi-family ~~residential, and commercial,~~ or mixed-use development, including new construction and additions, shall provide at least three (3) bicycle parking spaces or bicycle spaces equivalent to twenty five percent (25%) of the required number of vehicle parking spaces, whichever is greater. (Ord. 1191, 2015,___)

Section 12.

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 13.

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

Section 14.

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

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

Martha Burke, Mayor, City of Hailey

Attest:

Mary Cone, City Clerk

Return to Agenda

AGENDA ITEM SUMMARY

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

SUBJECT: Consideration of a City-Initiated Text Amendment, and associated Ordinance No. _____, an Ordinance amending the Hailey Municipal Code, Title 17: Zoning Regulations, Chapters 17.06 Design Review, Section 17.06.070: Improvements Required, Item A.1.c., which would remove, clarify, and/or add language specific to sidewalk and drainage improvement in-lieu fee estimates.

AUTHORITY: ID Code _____ IAR _____ City Ordinance/Code Title 17
(IF APPLICABLE)

BACKGROUND: Since 2021, City Planning Staff has prioritized minor code amendments within Hailey’s Municipal Code. Staff will continue to pursue amendments in order of priority, and as time permits. As such, Staff are proposing to amend the existing code language pertinent to In-Lieu Fees for the requirement of Sidewalk and Drainage Improvements.

The specific objective of the proposed amendment is to modify, clarify, and further define the requirements of sidewalk and drainage improvement in-lieu fee estimates, with a goal of simplifying the process by utilizing the currently adopted Fee Schedule. The currently adopted Fee Schedule specifies a fee per square yard of sidewalk estimate based on current market rate estimates.

A draft Ordinance and updated Fee Schedule, adopting a standard fee for sidewalk and drainage improvements of ninety (90) linear feet or less, are attached, accompanied by the existing and proposed amendments to Title 17.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

___ City Attorney	___ City Administrator	___ 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 and conduct a first reading of Ordinance No. _____, an Ordinance amending the Hailey Municipal Code, Title 17: Zoning Regulations, Chapters 17.06 Design Review, Section 17.06.070: Improvements Required, Item A.1.c., which would remove, clarify, and/or add language specific to sidewalk and drainage improvement in-lieu fee estimates, finding that essential public facilities and services are available to support the full range of proposed uses without creating excessive additional requirements at public cost for the public facilities and services, that the proposed uses are compatible with the surrounding area, and that the proposed amendment will promote the public health, safety and general welfare, and read by title only.

ADMINISTRATIVE COMMENTS/APPROVAL:

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

ACTION OF THE CITY COUNCIL:

Motion Language:

Approval: Motion to approve and conduct a first reading of Ordinance No. _____, an Ordinance amending the Hailey Municipal Code, Title 17: Zoning Regulations, Chapters 17.06 Design Review, Section 17.06.070: Improvements Required, Item A.1.c., which would remove, clarify, and/or add



Staff Report
Hailey City Council
Regular Meeting of December 11, 2023

To: Hailey City Council
From: Robyn Davis, Community Development Director

Overview: Consideration of a City-Initiated Text Amendment, and associated Ordinance No._____, an Ordinance amending the Hailey Municipal Code, Title 17: Zoning Regulations, Chapters 17.06 Design Review, Section 17.06.070: Improvements Required, Item A.1.c., which would remove, clarify, and/or add language specific to sidewalk and drainage improvement in-lieu fee estimates.

Hearing: December 11, 2023

Applicant: City of Hailey
Notice: Notice for the public hearing was published in the Idaho Mountain Express on November 22, 2023, and mailed to public agencies on November 22, 2023.

Background: Since 2021, City Planning Staff has prioritized minor code amendments within Hailey’s Municipal Code. Staff will continue to pursue amendments in order of priority, and as time permits. As such, Staff are proposing to amend the existing code language pertinent to In-Lieu Fees for the requirement of Sidewalk and Drainage Improvements.

Currently, Hailey’s Municipal Code requires that either the Developer **a)** complete the associated sidewalk and drainage improvements for the project, or **b)** pay cash contributions in lieu of installing said improvements, plus provide an additional amount of one-hundred ten percent (110%) of the estimated costs for said improvements. If Developers choose Option (b), an estimate, by a qualified contractor, shall be provided to the City, and approved by the City Engineer prior to issuance of a Certificate of Occupancy.

Often, where a Developer has chosen to pursue Option (b), City Staff has identified that the estimates provided do not accurately reflect the overall cost to design, engineer, nor install such improvements. The specific objective of the proposed amendment is to modify, clarify, and further define the requirement of sidewalk and drainage improvement in-lieu fee estimates, with a goal of simplifying the process by utilizing the currently adopted Fee Schedule, which would specify a fee per square yard of sidewalk based on current market rate estimates.

Periodically, the City amends this Fee Schedule to best reflect market rates, inflation, and various other factors. When amending this Fee Schedule in the future, the specified fee per square yard of sidewalk would also be amended to best reflect current market conditions. As such, City Staff are proposing to amend the current language in Hailey’s Municipal Code, as shown below, to simplify it and further provide clarity of the process.

On October 2, 2023, the Hailey Planning and Zoning Commission recommended for approval by the Hailey City Council, the proposed amendments as noted herein. The ~~strike-through~~ text below would be

removed, and the **bold and underlined text** would be added within Title 17: Zoning Regulations, Chapter 17.06: Design Review, Section 17.06.070: Improvements Required:

17.06.070: Improvements Required:

A. Sidewalks and Drainage Improvements:

1. Sidewalks and drainage improvements are required in all zoning districts, except as otherwise provided herein.

c. The city may approve and accept voluntary cash contributions in lieu of the above-described improvements, which contributions must be segregated by the city and not used for any purpose other than the provision of these improvements. The contribution amount shall be **as follows: one hundred ten percent (110%) of the estimated costs of concrete sidewalk and drainage improvements provided by a qualified contractor, plus associated engineering costs, as approved by the city engineer. Any approved in-lieu contribution shall be paid before the city issues a certificate of occupancy.**

- i. **For sidewalk and drainage improvement lengths of ninety (90) linear feet or less, the Applicant may propose an in-lieu payment per the currently adopted fee schedule.**
- ii. **For improvement lengths greater than ninety (90) linear feet, the Applicant may propose an in-lieu payment amount based on a stamped engineering estimate for one hundred ten percent (110%) of the estimated costs of concrete sidewalk and drainage improvements provided by a qualified contractor, plus associated engineering costs, and said in lieu payment is subject to approval by the city engineer.**
- iii. **Any approved in lieu contribution shall be paid before the city issues a certificate of occupancy.**

Standards of Review:

Criteria for Review. Section 17.14.060(A) of the Hailey Municipal Code provides “[w]hen evaluating any proposed amendment under this chapter, the hearing examiner or commission and council shall make findings of fact on the following criteria:

1. The proposed amendment is in accordance with the comprehensive plan.
2. Essential public facilities and services are available to support the full range of proposed uses without creating excessive additional requirements at public cost for the public facilities and services.
3. The proposed uses are compatible with the surrounding area; and
4. The proposed amendment will promote public health, safety, and general welfare.

1. The proposed amendment is in accordance with the comprehensive plan.

The Comprehensive Plan does not go into the specificity that this code section contemplates. That said, the Comprehensive Plan articulates the merits of transportation and circulation through a balanced combination of multimodal and vehicular transportation measures. As such, the following goal from the Comprehensive Plan is relevant to the proposed text amendment:

- 10.1 *Create and maintain a pedestrian and bicycle-friendly community that provides safe, convenient, and efficient multimodal transportation for all Hailey residents.*

The City is seeing robust growth in infill development, building construction, and infrastructure improvements. To adequately meet the needs of our growing community, while maintaining safe pedestrian and vehicular infrastructure, the installation of public infrastructure, or appropriately estimated in-lieu fees, are integral to facilitating safe and adequate sidewalks, streets, and other public infrastructure for people and cars alike.

2. Essential public facilities and services are available to support the full range of proposed uses without creating excessive additional requirements at public cost for the public facilities and services.

The proposed amendments will not result in a change in allowed uses nor will they create excessive additional requirements at the public cost for services. The amendments are intended to clarify regulations, to simplify administration of the requirements, and to implement best practices.

3. The proposed uses are compatible with the surrounding area; and

The proposed text amendment will not result in a change in allowed uses, and compatibility with surrounding areas will not be impacted.

4. The proposed amendment will promote public health, safety, and general welfare.

The proposed amendments are consistent with the Hailey Comprehensive Plan, will promote public health, safety, and general welfare, and will not result in a change in allowed uses.

Motion Language:

Approval: Motion to approve and conduct a first reading of Ordinance No. _____, an Ordinance amending the Hailey Municipal Code, Title 17: Zoning Regulations, Chapters 17.06 Design Review, Section 17.06.070: Improvements Required, Item A.1.c, which would eliminate the requirement of sidewalk and drainage improvement in-lieu fee estimates, as well as the required additional in-lieu contribution amount of one hundred ten percent (110%), finding that essential public facilities and services are available to support the full range of proposed uses without creating excessive additional requirements at public cost for the public facilities and services, that the proposed uses are compatible with the surrounding area, and that the proposed amendment will promote the public health, safety and general welfare, and read by title only.

Denial: Motion to deny an Ordinance amending the Hailey Municipal Code, Title 17: Zoning Regulations, Chapters 17.06 Design Review, Section 17.06.070: Improvements Required, Item A.1.c, finding that _____ [the Council should cite which standards are not met and provide the reason why each identified standard is not met].

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

HAILEY ORDINANCE NO. __

AN ORDINANCE OF THE CITY OF HAILEY, IDAHO, AMENDING TITLE 17: ZONING REGULATIONS, CHAPTER 17.06: DESIGN REVIEW, SECTION 17.06.070: IMPROVEMENTS REQUIRED, OF THE HAILEY MUNICIPAL CODE, BY AMENDING, CLARIFYING, AND SIMPLIFYING SIDEWALK AND DRAINAGE IMPROVEMENTS IN-LIEU FEE ESTIMATES; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE; AND PROVIDING FOR THE EFFECTIVE DATE OF THIS ORDINANCE UPON PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW.

WHEREAS, the Hailey City Council has found that the following amendment to the Hailey Municipal Code, Title 17, conforms to the Hailey Comprehensive Plan; and

WHEREAS, the Hailey City Council has determined that the above-mentioned requirements are appropriate requirements, and should be referenced; and

WHEREAS, the text amendment set forth in this Ordinance will promote the public health, safety and general welfare;

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

Section 1. Title 17, Section 17.06, Section 17.06.070, A.1.c. of the Hailey Municipal Code, is hereby amended by the addition of the underlined language, as follows:

Title 17: Zoning Regulations
Chapter 17.06: Design Review
Section 17.06.070: Improvements Required
A. Sidewalks and Drainage Improvements:

1. Sidewalks and drainage improvements are required in all zoning districts, except as otherwise provided herein.

c. The city may approve and accept voluntary cash contributions in lieu of the above-described improvements, which contributions must be segregated by the city and not used for any purpose other than the provision of these improvements. The contribution amount shall be **as follows:** ~~one hundred ten percent (110%) of the estimated costs of concrete sidewalk and drainage improvements provided by a qualified contractor, plus associated engineering costs, as approved by the city engineer. Any approved in-lieu contribution shall be paid before the city issues a certificate of occupancy.~~

- i. **For sidewalk and drainage improvement lengths of ninety (90) linear feet or less, the Applicant may propose an in-lieu payment per the currently adopted fee schedule.**
- ii. **For improvement lengths greater than ninety (90) linear feet, the Applicant may propose an in-lieu payment amount based on a stamped engineering estimate for one hundred ten percent (110%) of the estimated costs of concrete sidewalk and drainage improvements provided by a qualified**

contractor, plus associated engineering costs, and said in lieu payment is subject to approval by the city engineer.

- iii. **Any approved in lieu contribution shall be paid before the city issues a certificate of occupancy.**

Section 2. Severability Clause. Should any section or provision of this Ordinance be declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the Ordinance as a whole or any part thereof other than the part so declared to be unconstitutional or invalid.

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

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

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

Martha Burke, Mayor, City of Hailey

Attest:

Mary Cone, City Clerk

Proposed Changes to Fee Schedule:

208						
209	Sidewalk In-Lieu Fees	Project Frontages < 90 Linear Feet	New Proposed Fee			\$110/sq. yard of sidewalk
210		Project Frontages > 90 Linear Feet	Fees established by Hailey Municipal Code, Title 17			
211	Water Connection	Inspection	\$50.00	10%	\$5.00	\$55.00
212	Wastewater Connection	Inspection	\$50.00	10%	\$5.00	\$55.00
213	Private Water System	Private Water System Inspection	\$100.00	5%	\$5.00	\$105.00
214	Private Wastewater System	Private Wastewater System Inspection	\$100.00	5%	\$5.00	\$105.00
215	Water Meter Vault Lid	Plus Hourly Labor Rates	New Proposed Fee			\$145.00
216	Water Meter Vault Collar	Plus Hourly Labor Rates	New Proposed Fee			\$362.00
217	Water Meter Antenna	Plus Hourly Labor Rates	New Proposed Fee			\$200.00

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 12/11/2023 DEPARTMENT: ADMIN/CDD/PW/POLICE DEPT. HEAD SIGNATURE: LH/RD/BY/SE

SUBJECT: Conduct a Public Hearing, and motion to approve and authorize the Mayor’s signature on Resolution 2023-____, a Resolution amending the comprehensive schedule setting various municipal fees, with some proposed rates increasing 5% and higher.

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

BACKGROUND/OVERVIEW/SUMMARY OF ALTERNATIVES CONSIDERED: On September 11, 2023, the City Council adopted Resolution 2023-109, a Resolution adopting the comprehensive schedule setting various municipal fees, as well as water and wastewater fees. The changes and/or additions tonight include:

- Business License Amendment Application Fee
- Sidewalk In Lieu Fees
- Towing Fee for Snow Removal, and
- Various fees related to Parking Violations

Business License Amendment Application Fee:

This is a fee increase as follows: The previous fee was \$50.00, and the proposed fee is \$75.00.

Snow Violation and Parking Fees:

The City of Hailey has struggled with winter snow towing, the collection of snow violation tickets, as well as late fees. These fees are outlined in [Section 10.08 Parking Regulations](#) of the Hailey Municipal Code. As such, the ticketing program has gone dormant and over the last several winters, towed cars have been taken to the Wastewater Treatment Plant via an arrangement with the towing company, and owners of towed vehicles are only able to retrieve their vehicles (with oversight from the towing company) during Wastewater Plant business hours, since the facility is locked. Additionally, the vehicle owner must first pay the private towing company, and then retrieve their vehicle from the Wastewater Plant. To add to it, to retrieve a vehicle, we were informed that only cash payments were allowed.

City Staff have been working to revamp winter parking violations and related fines. Staff have met with and gained insight from the City of Ketchum, who has developed a good, workable winter tow and fine program that includes a Contract for Services with the company, Data Ticket, Inc., as well as a regional towing company.

Data ticket, Inc. is a company that provides complete services for parking citation, billing, processing, and late fees. Ketchum uses Data Ticket, Inc. in combination with the Ketchum Community Service Officers, who work on snow nights and ticket vehicles. Vehicles are then towed to a central location on a Ketchum street or public parking lot. The vehicle owner must pick up their vehicle the next day and pay the fee online to Data Ticket. Ketchum charges a fee for towing of a car parked in a snow removal area (\$125) and a separate fee of \$50 for vehicles that are parked in the wrong location for a total of \$175. The contract stipulates how much of these fees are retained by Data Ticket to cover processing costs, and how much is remitted to Ketchum.

Staff are proposing a pilot project this winter which is designed similarly to the Ketchum program. Hailey will designate two (2) areas for winter towed vehicles: one in downtown, such as the Park and Ride Lot, and one in the Woodside area (discussions are underway as to a location). On a snow night, a Community Service Officer and/or Hailey Police will ticket vehicles and notify the tow company as to which vehicles must be towed, and to which location. The ticket will be placed on the windshield, and the vehicle owner pays the fine online when the vehicle is retrieved. Data Ticket handles all fees and fines. A simple appeal process will be used: appeals are submitted to Data Ticket, and the facts are reviewed by Hailey Staff, who determines if the appeal is granted or

not. Data Ticket then conveys the information to the vehicle owner.

The new process will include public outreach and education. As directed by the Council, a first-time warning could be instituted for vehicles that do not directly impede snow removal. The Ketchum educational materials can be viewed [here](#).

Hailey proposed fees are included in the attached Fee Schedule and should be discussed by the Council tonight.

Sidewalk In Lieu Fee:

Hailey City Planning Staff have prioritized minor code amendments within Hailey’s Municipal Code in order of priority, and as time permits. As such, Staff are proposing a text amendment to the existing code language pertinent to In-Lieu Fees for the requirement of Sidewalk and Drainage Improvements. The proposed amendment would set a new fee for sidewalk and drainage improvements with frontages of ninety (90) linear feet or less. Those frontages that are greater than 90 linear feet will follow protocol currently outlined in Hailey’s Municipal Code. Due to the proposed text change, the amendment and draft ordinance can be found under [PH](#) of this Council Packet.

Public Notice

When fees are increased outside of the municipal budget cycle by more than 5% a public hearing must be held after it has been noticed twice, unless the fee increase is proposed during the annual budget cycle, in which case the notice is included in the budget notice.

Public Notice was published on November 29, 2023, and December 6, 2023. A copy of the public notice was mailed to local agencies on November 29, 2023.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

___ 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:

“I move to approve Resolution 2023-___, a Resolution adopting an amended Municipal Fee schedule to become effective _____, with some proposed rates increasing 5% and higher and some new rates, and authorize the Mayor to sign.”

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 AMENDING THE COMPREHENSIVE SCHEDULE SETTING VARIOUS MUNICIPAL FEES, AS WELL AS WATER AND WASTEWATER FEES, AS SHOWN, HAVING CONDUCTED PUBLIC HEARINGS, AND FOLLOWING THE PUBLIC NOTICE PROCEDURE REQUIRED BY IDAHO CODE SECTION 63-1311A AS REQUIRED WHEN APPROVING FEES INCREASES IN EXCESS OF FIVE PERCENT (5%), EFFECTIVE COMMENCING _____, ALL AS SHOWN ON THE ATTACHED “EXHIBIT A” COMPREHENSIVE FEE SCHEDULE.

WHEREAS, City of Hailey wish to modify Resolution 2023-_____, which amends, clarifies, and/or establishes additional municipal fees related to Sidewalks and Sidewalk In-Lieu Fees, Business License Amendment Applications, and new Winter Parking and Towing Fees.

WHEREAS, City of Hailey Staff recently undertook a comprehensive review of all City Fees, and as part therefore assessed the reasonableness of all such fees to the public and city, and

WHEREAS, the City of Hailey has provided public notice of intent to make a decision on proposed fee increases in excess of five percent (5%) of the amount of fees last collected prior to making the herein resolved decision to so approve,

WHEREAS, and finding that the proposed approval of said fee increases will serve the public interest.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HAILEY THAT IT APPROVES AND ADOPTS A COMPREHENSIVE SCHEDULE SETTING VARIOUS MUNICIPAL FEES, AS WELL AS WATER AND WASTEWATER FEES, HAVING CONDUCTED PUBLIC HEARINGS, AND FOLLOWING THE PUBLIC NOTICE PROCEDURE REQUIRED BY IDAHO CODE SECTION 63-1311A AS REQUIRED WHEN APPROVING FEES INCREASES IN EXCESS OF FIVE PERCENT (5%), ALL EFFECTIVE COMMENCING _____ AND ALL AS SHOWN ON THE ATTACHED “EXHIBIT A” COMPREHENSIVE SCHEDULE AND SCHEDULE OF WATER AND WASTEWATER FEES, AND CONNECTION FEES, AS SHOWN.

Passed this _____ day of December, 2023.

City of Hailey

Martha Burke, Mayor

ATTEST:

Mary Cone, City Clerk

“Exhibit A”

Application Name	Fee Description	FY 2023 Fee Amt	Percentage Increase	Rate Difference	Proposed Rate
Zoning & Subdivision					
Hourly Staff Rates	See Administrative Fee Schedule				
Administrative Design Review for Accessory Dwelling Units (ADUs)		\$275.00			No Change
	Mailing per address + current postage	\$0.15			No Change
Annexation Application	Application fee	\$1,350.00			No Change
	Application fee per developable acre	\$20.00			No Change
	Publication (\$50 x 3)	\$50.00			No Change
	Onsite posting (\$36 x 3)	\$36.00			No Change
	Mailing per address + current postage	\$0.15			No Change
Appeal Application	Application fee	\$525.00			No Change
	Publication	\$50.00			No Change
	Mailing per address + current postage	\$0.15			No Change
	Transcript costs (if required)	TBD			
Bonds	Bond Setup Fee: \$100,000 and more	\$200 + (0.005 x Bond Amt)			No Change
	Bond Setup Fee: \$100,000 and less	\$100 + (0.005 x Bond Amt)			No Change
	Bond Extension: \$100,001 and more	\$200 + (0.005 x Bond Amt)			No Change
	Bond Extension: \$100,000 and less	\$100 + (0.005 x Bond Amt)			No Change
	Bond Release: \$100,000 and more	\$200 + (0.005 x Bond Amt)			No Change
	Bond Release: \$100,000 or less	\$100 + (0.005 x Bond Amt)			No Change
Comprehensive Plan Amendment		\$800.00			\$800.00
	Publication cost	\$50.00			No Change

	Mailing per address + current postage	\$0.15		No Change
Conditional Use Permit	Permit fee	\$580.00		\$580.00
	Child Care Conditional Use Permit	\$60.00		\$60.00
	Publication cost	\$50.00		No Change
	Onsite posting	\$36.00		No Change
	Mailing per address + current postage	\$0.15		No Change
Design Review Application				
	Preapplication Design Review	\$300.00		No Change
	Design Review: Commercial or Mixed-Use	\$1200 + \$60/1,000 gross sq. ft.		No Change
	Design Review: Multi-Family	\$525 for first unit + \$105/additional unit		No Change
	Single-Family Dwelling or Duplex in Townsite	\$300.00		No Change
	Design Review: Accessory Structure (excluding Single Family Dwellings, ADUs and Duplexes in Townsite Overlay)	\$275.00		No Change
	Retainer (dependent on complexity of project)	\$250, \$500 or \$1,000		No Change
	Design Review: Modifications to Projects that have received Design Review Approval (determined by Administrator to be minor)	\$125.00		No Change
	Design Review: Recommendation for Exemption	\$100.00		No Change
	Publication	\$50.00		No Change
	Mailing per address + current postage	\$0.15		No Change
Development Agreement Application				
	Development Agreements	\$1,5750 + Applicant shall pay all processing expenses that exceed \$1,575		No Change
	Development Agreement Amendments	\$525.00		No Change

	Publication (\$50 x 1)	\$50.00		No Change
	Mailing per address + current postage	\$0.15		No Change
Floodplain Hazard Development Permit (substantial impact)		\$450.00		No Change
Floodplain Hazard Development Permit (no substantial impact)		\$100.00		No Change
In-Lieu Parking Contribution	Contribution per parking space	\$19,950.00		No Change
Miscellaneous Applications	Application Fee	\$100.00		No Change
	Publication cost	\$50.00		No Change
	Mailing per address + current postage	\$0.15		No Change
Planned Unit Development (PUD) Application		\$600.00		No Change
	Additional fee per hour for services rendered by City Attorney (development agreement)	\$175.00		No Change
	Publication (\$50 x 2)	\$50.00		No Change
	Mailing per address + current postage	\$0.15		No Change
	Onsite posting (\$36 x 2)	\$36.00		No Change
Vacation (Right of Way and Plat)	Application	\$660.00		No Change
	Publication Costs (\$50. x 2)	\$50.00		No Change
	Mailing per address + current postage + current certified mail rate	\$0.15		No Change
Subdivision Application: Preliminary Plat	Regular Plat	\$1,325.00		No Change
	Regular Plat + fee per cost/lot, sub-lot, or unit	\$60.00		No Change
	Short Plat + fee per cost/lot, sub-lot, or unit	\$350/lot, subplot, unit; not to exceed \$1,400		No Change
	Lot Line Adjustment: combining lots into 1 lot	\$100.00		\$100.00

	Lot Line Adjustment: all other alterations	\$450.00			\$450.00
	Publication: regular plat (\$50 x 4)	\$50.00			No Change
	Publication: short plat (\$50 x 2)	\$50.00			No Change
	Publication: lot line adjustment	\$50.00			No Change
	Mailing per address + current postage	\$0.15			No Change
Subdivision Application: Final Plat	Final Plat fee	\$440.00			No Change
	Final Plat fee per lot, sub-lot, or unit	\$30.00			No Change
	Development agreement attorney fee per hour	See Administrative Fee Schedule			
	Mailing per address + current postage	\$0.15			No Change
	Publication Regular Plat	\$50.00			No Change
	Publication Short Plat	\$50.00			No Change
Subdivision Preliminary/Final Plat Extension		\$250.00			No Change
Subdivision or Zoning Ordinance Text Amendment		\$800.00			No Change
	Mailing per address + current postage	\$0.15			No Change
	Publication	\$50.00			No Change
Variance	Application with Development Agreement	\$550.00			No Change
	Application w/o Development Agreement	\$385.00			No Change
	Publication Cost	\$50.00			No Change
	Mailing per address + current postage	\$0.15			No Change
Wireless Permit Application					
	Wireless Annual Renewal	\$75.00			No Change
	Wireless Conditional Use Permit	\$630.00			No Change
	Wireless Master Development Plan	\$275.00			No Change
	Wireless Permit (mail notice only)	\$385.00			No Change

	Wireless Conditional Use Permit (mail & publish notice)	\$630.00			No Change
	Publication (\$50 x 1)	\$50.00			No Change
	Mailing per address + current postage	\$0.15			No Change
	Onsite posting (\$36 x 1)	\$36.00			No Change
Zone Change Application	Application (without Development Agreement)	\$800.00			No Change
	Application (with Development Agreement)	\$1,600.00			No Change
	Additional fee per hour for services rendered by City Attorney	See Administrative Fee Schedule			
	Publication Cost (\$50 x 2)	\$50.00			No Change
	Onsite Posting Property (\$36. ea x 4 x2)	\$36.00			No Change
	Mailing per address + current postage	\$0.15			No Change
Building					
Hourly Staff Rates	See Administrative Fee Schedule				
Alternative Energy Permit	Application Fee	\$100 + 65% of fee for DBS			No Change
	Base Permit Fee	\$100.00			No Change
	Plan Review Fee	65% of Permit Fee			
Building Permit Extension	Extension Fee (180 Day Extension)	\$150.00			No Change
Building Permit Fee: Table 1-A (Used to calculate base permit fee)	Total Valuation \$1 to \$500	\$26.57			No Change
	Total Valuation \$501 to \$2000	\$26.57 for the first \$500 + \$3.09 for each additional \$100, or fraction thereof, to and including \$2000.	3%	\$0.77 + \$0.09	\$26.57 + \$3.09

	Total Valuation \$2001 to \$25,000	\$118.83 for the first \$2,000 + \$17.30 for each additional \$1,000, or fraction thereof, to and including \$25,000.			No Change
	Total Valuation \$25,001 to \$50,000	\$532.63 for the first \$25,000 + \$12.36 for each additional \$1,000, or fraction thereof, to and including \$50,000.			No Change
	Total Valuation \$50,001 to \$100,000	\$875.25 for the first \$50,000 + \$8.44 for each additional \$1,000, or fraction thereof, to and including \$100,000.			No Change
	Total Valuation \$100,001 to \$500,000	\$1351.11 for the first \$100,000 + \$6.80 for each additional \$1,000, or fraction thereof, to and including \$500,000.			No Change
	Total Valuation \$500,001 to \$1,000,000	\$4396.62 for the first \$500,000 + \$5.87 for each additional \$1,000, or fraction thereof, to and including \$1,000,000.			No Change
	Total Valuation \$1,000,001 and up	\$7625.33 for the first \$1,000,000 + \$4.33 for each additional \$1,000, or fraction thereof.			No Change
Demolition		\$150.00			No Change
Fence Permit		\$75.00			No Change

Historic Demolition Permit	Base Permit fee	\$150.00			No Change
	Publication Costs	\$50.00			No Change
	Onsite Posting (\$36 x 2)	\$36.00			No Change
Other Fees	Third Party Plan Review	Actual Costs and will be deducted from the plan review fee calculated above.			No Change
	180 Day Permit Extension (must be paid for 30 days prior to permit extension.)	\$150.00			No Change
	Application Fee Deposit	\$500 for new construction and projects exceeding \$60,000 in estimated costs of construction.			No Change
	Deferred Submittals	Up to 100% of the original Plan Review Fee.			No Change
Plan Check Fees	Plan Check Fees	65% of Permit Fee			No Change
	Fire Dept Plan Review Fee	40% of Plan Check Fee			No Change
	Planning Review Fee	30% of Plan Check Fee			No Change
Re-Roof Permit	Base Permit Fee (based on estimated total valuation- Table 1A)			Fees based on Cost of Construction	Fees based on Cost of Construction
Temporary Certificate of Occupancy	Commercial + nonrefundable	\$550.00			No Change
	Residential + nonrefundable	\$225.00			No Change
Temporary Occupancy Permit for RV		\$0.00			No Change
Business					
Hourly Staff Rates	See Administrative Fee Schedule				

Alcohol Beverage License Application <i>(Alcohol fees are restricted by State)</i>	Liquor	\$562.50			No Change
	Wine by the Drink	\$200.00			No Change
	Beer by the Drink	\$200.00			No Change
	Grocery Sale of Wine	\$200.00			No Change
	Grocery Sale of Beer	\$50.00			No Change
	Beverage Catering Permit fee/day	\$20.00			No Change
Business Licenses	New Business License Application	\$150.00	20%	\$30.00	\$180.00
	New Business License Amendment	\$50.00	50%	\$25.00	\$75.00
	Business License Annual Renewal	\$75.00			No Change
	New Business License Daycare (2 years)	\$200.00			No Change
	Business License Daycare Bi-Annual Renewal	\$110.00			No Change
	New Business License Taxi	\$300.00			No Change
	Business License Taxi Annual Renewal	\$300.00			No Change
	Taxi Driver's License Fingerprinting fee	\$34.00			No Change
	Municipal Non-Property Sales Tax Permit Application (Local Option Tax)	\$0.00			No Change
	Late Penalty	\$20.00			No Change
Signs	Permanent Sign Permit Application	\$100.00			No Change
	Portable Sign Permit Application	\$50.00			No Change
	Portable Sign: Renewal	\$25.00			No Change
Town Center West					
Applicant: Class A, Library or City	Activities hosted by the library, City & auxiliary committees or entities. Rate per hour/day.	\$0.00			No Change
Applicant: Class B, Hailey entity or non-profit	Free activities open to the general public. Rate per hour/day.	\$0.00			No Change
Applicant: Class C, Non-Hailey resident or entity	Free activities open to the general public (library partners exempt). Rate per hour.	\$30.00			No Change

Applicant: Class D, Private or for-profit	Activities closed to the general public. Parties, social events, or for-non profit activities. Rate per hour.	\$50.00		No Change
Applicant: Class E, Private or for-profit	Activities closed to the general public. Private parties, social events, or for-profit activities. Day Rate, 14 hours max.	\$600.00		No Change
Applicant: Class F, Private or for-profit	Activities closed to the general public. Private parties, social events, or for-profit activities. Half Day Rate, 7 hours max.	\$300.00		No Change
Applicant Class D, E, F, Private or for-profit	Non-refundable Cleaning Fee, for groups over 50 persons	\$300.00		No Change
	Refundable Cleaning Deposit (groups over 50 persons)	\$500.00		No Change
	Non-Refundable Trash Collection Fee (groups over 50 persons)	\$25.00		No Change
Library				
Library Non-Resident Membership	1-year non-resident family membership	\$68.00	To be revised contingent on Library Board approval	
	6-month non-resident family membership	34.00		
	3-month non-resident family membership	17.00		
	1-year Senior Non-Resident (individuals age 60 or older)	21.00		
Park, Banner, & Special Events				
Hourly Staff Rates	See Administrative Fee Schedule			
Amplified Sound Permit	2+ visits by police enforcement to event	\$30.00		No Change
Banner Display	Over the Road Banner	\$105.00		No Change
	Pole Banner (6 minimum), \$/banner	\$30.00		No Change
Park Reservation	Daily Pavilion: 1-24 persons	\$55.00		No Change
	Daily Pavilion: 25-99 persons	\$105.00		No Change

	Daily Pavilion: 100-249 persons	\$160.00		No Change
	Daily Sports Field Rental: 1-24 persons	\$105.00		No Change
	Daily Sports Field Rental: 25-99 persons	\$160.00		No Change
	Daily Sports Field Rental: 100-249 persons	\$210.00		No Change
	Daily Sports Field Rental:,1-24 persons	\$55.00		No Change
	Daily Non-field Sports Field Rental, 25-99 persons	\$105.00		No Change
	Daily Sports Field Rental: 100-249 persons	\$160.00		No Change
	Seasonal Sports Field Rental (<i>Kefer choose north or south field</i>)	\$315.00		No Change
	Seasonal Non-field Sport Rental	\$160.00		No Change
	Reservation change or cancellation	\$15.00		No Change
	6% Tax			No Change
Special Event Permit	Application	\$145.00		No Change
	Per Day Park Rental Fee	\$335.00		No Change
	Street Closure For Special Event	\$250.00		No Change
	Parks Cleaning Fee: see Administrative Fee Schedule	Minimum 1-hour Staff Rate, or total hours or per direct expense		No Change
	6% tax			No Change
Public Works				
Hourly Staff Rates	See Administrative Fee Schedule			
Commercial Encroachment Permit	Application (non refundable)	\$80.00		No Change
	Drywell (Shallow Injection Well Inventory Form) Application	\$80.00		No Change
	Commercial/Multifamily: Monthly fee for temporary construction staging.	\$0.50/sq. ft./month		No Change
	Inspection: Driveway/Sidewalk	\$160.00		No Change
	Inspection: Drywell (private property)	\$55.00		No Change
	Inspection: Drywell (public property)	\$105.00		No Change
	Inspection: Landscaping	\$105.00		No Change

	Inspection: Utility Crossing	\$105.00			No Change
	Inspection: Street Boring	\$105.00			No Change
Residential Encroachment Permit	Application Fee (non refundable)	\$55.00			No Change
	Drywell (Shallow Injection Well Inventory Form) Application	\$80.00			No Change
	Residential: Monthly fee for temporary construction staging.	\$0.25/sq. ft./month			No Change
	Inspection: Driveway/Sidewalk	\$105.00			No Change
	Inspection: Drywell (private property)	\$55.00			No Change
	Inspection: Drywell (public property)	\$105.00			No Change
	Inspection: Landscaping	\$105.00			No Change
	Inspection: Utility Crossing	\$105.00			No Change
	Inspection: Street Boring	\$105.00			No Change
	Extra Inspections	Additional/ Repeat/ Other inspections per trip after the first inspection	\$55.00		
Equipment Rates	Fee for equipment rental. FEMA Schedule of Equipment Rates: https://www.fema.gov/assistance/public/tools-resources/schedule-equipment-rates	Equal to the current published version of the "FEMA Schedule of Equipment Rates"			No Change
Sidewalk In-Lieu Fees	Project Frontages < 90 Linear Feet	New Proposed Fee			\$110/sq. yard
	Project Frontages > 90 Linear Feet	Fees established by Hailey Municipal Code, Title 17			
Water Connection	Inspection	\$55.00			No Change
Wastewater Connection	Inspection	\$55.00			No Change
Private Water System	Private Water System Inspection	\$105.00			No Change
Private Wastewater System	Private Wastewater System Inspection	\$105.00			No Change
Water Meter Vault Lid	Plus Hourly Labor Rates	\$145.00			No Change
Water Meter Vault Collar	Plus Hourly Labor Rates	\$362.00			No Change
Water Meter Antenna	Plus Hourly Labor Rates	\$200.00			No Change
Utility (excluding water and wastewater usage and connection fees)					
Hourly Staff Rates	See Administrative Fee Schedule				

Owner & Tenant Utility Service Agreement	Authorization to bill utility service to tenant application fee	\$30.00	17%	\$5.00	\$35.00
Utility Payment Insufficient Funds	Insufficient Funds - IC §§ 28-22-105 and 28-22-106	\$20.00			
Shut-Off due to Non Water Payment	Total fee charged for interruption of services	\$80.00	6%	\$5.00	\$85.00
Commencement/ Discontinuance of Water Service (both owner requested and non-payment of service)	Reconnection fee	\$40.00	13%	\$5.00	\$45.00
	Disconnection fee	\$40.00	13%	\$5.00	\$45.00
	Wastewater Bond Payment fee for non-users	\$20.00	25%	\$5.00	\$25.00
	Water Bond payment for non-users	\$3.07			No Change
	Water Bond payment for active or disconnected water service 13.04.130(A)(3)	\$3.07			No Change
	Water Bond payment for active or disconnected water service 13.04.130(A)(3)	\$3.07			No Change
	24 hour commencement fee waived for home inspections and plumbing repairs for property sales and foreclosures	\$0.00			No Change
Utility Billing Late Fee	Late payment per Municipal Code 13.04.150(C)	\$4.00 + 12%			No Change
	Reduced water and wastewater user base fees - (circuit breaker)13.04.130(C)	Water - 40% of base rate and WW 50% of base charges above initial 1,000 charge			No Change
	Property transfer fee - new owners	\$30.00			No Change
	Discontinuance notice fee - winter shut off	\$50.00			No Change
	Water conservation violation Discontinuance fee	\$55.00			No Change

	Water conservation violation recommencement fee	\$55.00			No Change
Water Fill Spout Use Permit	Weekly Permit + invoice for every 1,000 gallon usage	\$70.00			No Change
	Annual Permit + monthly invoice for every 1,000 gallon usage	\$370.00			No Change
Fire Department					
Fire Alarm Installation Permit	Re-Inspection Non-technical per hour	\$55.00			No Change
	Re-Inspection Technical per hour	\$80.00			No Change
Fire Prevention Inspection Report	Application	\$0.00			No Change
Fire Suppression System Permit	Application	\$0.00			No Change
Flammable & Combustible Storage Tank Permit	Installation of a permanent aboveground flammable or combustible liquid storage tank (5 years)	\$105.00			No Change
Flammable & Combustible Storage Tank Permit	Installation of a belowground flammable or combustible liquid storage tank (5 years)	\$105.00			No Change
	Installation of a Liquid Petroleum Gas (LPG) storage tank (125 gal capacity or greater) (5 years)	\$135.00			No Change
	Installation of a Liquid Petroleum Gas (LPG) storage tank (125 gal capacity or greater) (1 year)	\$40.00			No Change
Flammable & Combustible Storage Tank Permit	Operation of an aircraft-refueling vehicle (5 years)	\$105.00			No Change
	Operation of a motor vehicle fuel dispensing station (5 years)	\$135.00			No Change
	Operation of a vehicle repair garage (5 years)	\$135.00			No Change

Safe and Sane Fireworks Permit Application	Permit Application Fee	\$105.00		No Change
	Inspection Fee	\$55.00		No Change
	Clean-up Bond	\$105.00		No Change
Commercial Kitchen Grease Hood & Chemical Fire Suppression System Permit	Permit Fee/Hood	\$135.00		No Change
Flammable & Combustible Liquid Spraying Operation Permit	Permit Fee (5 year permit)	\$135.00		No Change
Large Membrane Permit, Canopy or Tents	Permit Fee (5 year permit)	\$135.00		No Change
	Permit Fee (1 time permit)	\$40.00		No Change
Police Facility Events				
Hourly Police Rates	See Administrative Fee Schedule			
Event Application		\$105.00		No Change
	Security and Cleaning Deposit	\$525.00		No Change
Standard Daily Rate	Standard Daily Fee (Weekdays 8am-5pm)	\$210.00		No Change
	Standard Half-Day Fee (Weekdays 4hrs max)	\$160.00		No Change
	Kitchen and/or Concessions	\$80.00		No Change
	Local Option Tax Permit Application	\$0.00		No Change
	Amplified Sound Permit Application	\$0.00		No Change
Non-Profit Fees/Daily Rates	Event Application	\$55.00		No Change
	Security and Cleaning Deposit	\$265.00		No Change
	Standard Daily Fee (Weekdays 8am-5pm)	\$105.00		No Change
	Standard Half-Day Fee (Weekdays 4hrs max)	\$80.00		No Change
	Kitchen and/or Concessions	\$55.00		No Change

	Local Option Tax Permit Application	\$0.00			No Change	
	Amplified Sound Permit Application	\$0.00			No Change	
Government Emergency Organization Daily Rates	Event Application	\$30.00			No Change	
	Security and Cleaning Deposit	\$160.00			No Change	
	Standard Daily Fee (Weekdays 8am-5pm)	\$80.00			No Change	
	Standard Half-Day Fee (Weekdays 4hrs max)	\$55.00			No Change	
	Kitchen and/or Concessions	\$30.00			No Change	
	Local Option Tax Permit Application	\$0.00			No Change	
	Amplified Sound Permit Application	\$0.00			No Change	
	6% Sales Tax <i>All daily facility rental fees are subject to 6% Idaho State Sales Tax</i>					
	Hailey Arena					
Event Application		\$160.00	6%	\$10.00	\$170.00	
	Security and Cleaning Deposit	\$1,050.00	5%	\$55.00	\$1,105.00	
Standard Daily Rate	Rental - Setup Day	\$525.00	6%	\$30.00	\$555.00	
	Rental - 1 Day Event	\$1,575.00	5%	\$80.00	\$1,655.00	
	Rental - 2+ Day Event	\$1,315.00	5%	\$70.00	\$1,385.00	
	Rental - Tear Down Day	\$525.00	6%	\$30.00	\$555.00	
	Concession A	\$135.00	7%	\$10.00	\$145.00	
	Concession B	\$135.00			No Change	
	Livestock/Animals	\$315.00			No Change	
	Exclusive Advertising Rights	\$265.00			No Change	
	Alcohol Beverage Catering Permit	\$25.00			No Change	
	Local Option Tax Permit	\$0.00			No Change	
	Amplified Sound Permit	\$0.00			No Change	
	Youth Event Rental	\$0.00			No Change	
First-Time Event, <500 Attendees	Rental - Setup Day	\$525.00			No Change	
	Rental - 1 Day Event	\$790.00			No Change	
	Rental - 2+ Day Event	\$660.00			No Change	
	Rental - Tear Down Day	\$525.00			No Change	

	Concession A	\$135.00		No Change
	Concession B	\$135.00		No Change
	Livestock/Animals	\$315.00		No Change
	Exclusive Advertising Rights	\$265.00		No Change
	Alcohol Beverage Catering Permit	\$25.00		No Change
	Local Option Tax Permit	\$0.00		No Change
	Amplified Sound Permit	\$0.00		No Change
	Youth Event Rental	\$0.00		No Change
Non-Profit Fees/Daily Rates	Rental - Setup Day	\$265.00		No Change
	Rental - 1 Day Event	\$790.00		No Change
	Rental - 2+ Day Event	\$660.00		No Change
	Rental - Tear Down Day	\$265.00		No Change
	Concession A	\$70.00		No Change
	Concession B	\$70.00		No Change
	Livestock/Animals	\$160.00		No Change
	Exclusive Advertising Rights	\$135.00		No Change
	Alcohol Beverage Catering Permit	\$25.00		No Change
	Local Option Tax Permit	\$0.00		No Change
	Amplified Sound Permit	\$0.00		No Change
	Youth Event Rental	\$0.00		No Change
	Clerk			
Hourly Staff Rates	See Administrative Fee Schedule			
Public Records Request	Pursuant to Idaho Code § 74-102(10)(a)&(b), Except for fees that are authorized or prescribed under other provisions of Idaho law, no fee shall be charged for the first two (2) hours of labor in responding to a request for public records, or for copying the first one hundred (100) pages of paper records that are requested. If the request meets the following criteria, actual labor and copying costs may be recovered if: -The request is for more than one hundred (100) pages of paper records; or -The request includes records from which nonpublic information must be deleted; or -The actual labor associated with responding to requests for public records in compliance with the provisions of chapter 74-102(10)(b), exceeds two (2) person hours.			
	8.5"x11" Single-sided, black and white	\$0.06		No Change
	8.5"x11" Single-sided, color	\$0.25		No Change
	8.5"x14" Single-sided, black and white	\$0.06		No Change
	8.5"x14" Single-sided, color	\$0.30		No Change

	8.5"x11" Double-sided, black and white	\$0.11			No Change
	8.5"x14" Double-sided, black and white	\$0.11			No Change
	11"x17" Single-sided, black and white	\$0.15			No Change
	11"x17" Single-sided, color	\$0.45			No Change
	11"x17" Double-sided, black and white	\$0.20			No Change
Dog Licenses	Sterilized dog	Fees established by Mountain Humane			
	Unsterilized dog				
	Sterilized dog, owned by senior citizen over 65 years old				
	Sterilized dog, owned by senior citizen over 65 years old				
Violations (Hailey Municipal Code: 10.08 as amended.)	15 minute and 2 hour parking restriction	\$20.00	100%	\$20.00	\$40.00
	Vehicle parking obstructs snow removal	\$20.00	100%	\$20.00	\$40.00
	Vehicle must be towed to allow for snow plowing (all streets)	New Proposed Fee			\$125.00
	Parking across bike path/pedestrian	\$20.00	100%	\$20.00	\$40.00
	Woodside Boulevard restriction	\$30.00	33%	\$10.00	\$40.00
	All other obstructions	\$20-\$35			\$40.00
	Private Party Towing	determined by private company			
	Administrative Fee Schedule				
	NSF on Xpress Bill pay charges - pass through fee	\$14			No Change
	Appeal (not related to Zoning or Subdivision)	\$125			No Change
Labor Rate \$/hr	City Attorney	\$175.00			No Change
	City Administrator / Engineer / Emergency Services Chiefs	\$85.00			No Change
	City Clerk/Treasurer/Division Managers	\$65.00			No Change
	Administrative Staff	\$40.00			No Change

Police / Fire Crews	\$50.00			No Change
Public Works and Dept. Staff	\$50.00			No Change
Legal and Outside Consultants	Direct Bill			No Change

Connection Fees

Connection Fees

Connection fees are calculated based on the value of the system infrastructure divided by the system capacity. Typically, the infrastructure appreciates somewhat each year, and the City also continues to expand or improve the system or pay down system debt. Because of this, connection fees usually increase each year. Connection fee calculations are shown on the attached exhibits and the following increases for a standard ¾" equivalent service is proposed:

Division	Current	Proposed	Cost Increase
Wastewater	\$3,603	\$3,738	\$135
Potable Water	\$5,360	\$5,591	\$231

Wastewater User Fees

The Wastewater User fee is intended to cover all costs for the operation and maintenance of the municipal system. The fee is based on the amount of potable water used by a property between the months of November and March, with greater potable water demand resulting in a proportionately higher Wastewater user fee. Costs of operation have increased. Additionally, in order to maintain "bond compliance", user fee revenues must exceed non-capital expenditures by 25%. Current wastewater fees are \$12.97 for each 1,000 gallon above 6,000 gallons¹. The following is proposed to be applied across the existing rate table:

Fee	Current	Proposed	Cost Increase
Wastewater User Fee	\$12.97	\$15.56	\$2.59

For an average user of 6,000 gal/month the existing Wastewater user fee of \$79.39 will increase to \$100.60 per month. This new rate includes the additional Wastewater Bond fee discussed below.

Wastewater Bond Fees

The 2014 Bond Repayment Fee for the existing Biosolids infrastructure has, since 2014, been included within the Wastewater User Fee. Going forward Staff recommends, as a best practice, to identify the new 2023 Aging Infrastructure Headworks Bond fee as a separate line on user bills. However, no change is proposed at the current time.

The new Headworks Bond Repayment Fee is proposed to be added to the bill as a new line item:

Fee	Current	Proposed	Cost Increase
2023 Headworks Bond Fee	\$0.00	\$7.21	\$7.21

¹ 0-6,000 gallons are billed at a slightly higher amount to simplify the cost of bond(s).

Water User Fees

The Water User fees are intended to cover all costs for the operation and maintenance of the municipal system. These fees are primarily made up of 3 components:

- 1) Base Water Fee. The base water fee is intended to cover the fixed costs of the operation, maintenance and expansion of the municipal water system generally attributable to indoor potable water usage, which shall be twenty five percent (25%) of the water department budget. Generally speaking, as the budget increases this fee should increase, but it is typically offset by additional users adding to the system.

	Current	Proposed	Cost Increase
Base Water Fee	\$8.56	\$9.22	\$0.66

- 2) Metered Water Fee. The metered water fee is intended to cover the variable costs of the operation, maintenance, and expansion of the municipal water system, generally attributable to outdoor irrigation water usage, which shall be seventy five percent (75%) of the water department budget. Most of our municipal water use occurs during the summer. The City charges for water usage each month. Your water meter counts the gallons used, and the City charges for the amount of water used since the last meter read. Usage is rounded down, not up, to the nearest 1,000 for billing. If you used 1,001 or 1,999 gallons of water in a month, your bill would be for 1,000 gallons.

Metered Rate Categories

Our rate categories follow a very steep curve. The lowest water users (under 10,000 gallons per month) pay \$0.51 per gallon. The highest users currently pay significantly more at \$6.65 per gallon.

Any reduction in system use via water conservation methods, conversion of existing potable water demand to other water sources (surface/ground), higher precipitation years resulting in less irrigation demand, or reduction in other metered user fees will cause this fee to increase during the next assessment. The following increase is proposed to be applied across the existing rate table:

Proposed Metered Rate Table		Prior Year Rate	Metered \$ Difference
Gallons Used	\$/1,000 gallons		
1,000-10,000	\$ 0.51	\$ 0.51	\$ -
11,000-20,000	\$ 1.03	\$ 1.03	\$ -
21,000-30,000	\$ 1.56	\$ 1.56	\$ -
31,000-40,000	\$ 2.22	\$ 2.11	\$ 0.11
41,000-50,000	\$ 2.86	\$ 2.67	\$ 0.19
51,000-60,000	\$ 3.54	\$ 3.24	\$ 0.29
61,000-70,000	\$ 4.22	\$ 3.80	\$ 0.42
71,000-80,000	\$ 4.84	\$ 4.36	\$ 0.48
81,000-90,000	\$ 5.48	\$ 4.93	\$ 0.54
91,000-100,000	\$ 6.10	\$ 5.50	\$ 0.60
101,000-150,000	\$ 6.73	\$ 6.07	\$ 0.67
151,000 & above	\$ 7.38	\$ 6.65	\$ 0.73

- 3) Bond Payment Fee. The monthly bond payment is intended to cover the cost of bond and note retirement costs which are the legal indebtedness the city is obligated to retire on a set schedule. The bond rate is decreasing due to decreased debt, and an increase in users, which spreads the remaining debt over the increased user base.

	Current	Proposed	\$ Increase/ Decrease
Water Bond Fee	\$3.07	\$2.92	\$-.10

WATER	Rate	Current Rate (upper limit)
1-10,000	\$ 0.51	\$5.10
11,000-20,000	\$ 1.03	\$10.30
21,000-30,000	\$ 1.56	\$15.60
31,000-40,000	\$ 2.22	\$22.20
41,000-50,000	\$ 2.86	\$28.60
51,000-60,000	\$ 3.54	\$35.40
61,000-70,000	\$ 4.22	\$42.20
71,000-80,000	\$ 4.84	\$48.40
81,000-90,000	\$ 5.48	\$54.80
91,000-100,000	\$ 6.10	\$61.00
101,000-150,000	\$ 6.73	\$336.50
151,000 & above	\$ 7.38	

BOND \$2.92

Base rate \$9.22



Rate is effective September 2023

The base fee is included in the table below; the bond fee is not.

GALLONS	WTR FEES	GALLONS	WTR FEES	GALLONS	WTR FEES	GALLONS	WTR FEES	GALLONS	WTR FEES
1000	\$9.73	51000	\$94.56	101000	\$339.55	151000	\$676.70	201000	\$1,045.70
2000	\$10.24	52000	\$98.10	102000	\$346.28	152000	\$684.08	202000	\$1,053.08
3000	\$10.75	53000	\$101.64	103000	\$353.01	153000	\$691.46	203000	\$1,060.46
4000	\$11.26	54000	\$105.18	104000	\$359.74	154000	\$698.84	204000	\$1,067.84
5000	\$11.77	55000	\$108.72	105000	\$366.47	155000	\$706.22	205000	\$1,075.22
6000	\$12.28	56000	\$112.26	106000	\$373.20	156000	\$713.60	206000	\$1,082.60
7000	\$12.79	57000	\$115.80	107000	\$379.93	157000	\$720.98	207000	\$1,089.98
8000	\$13.30	58000	\$119.34	108000	\$386.66	158000	\$728.36	208000	\$1,097.36
9000	\$13.81	59000	\$122.88	109000	\$393.39	159000	\$735.74	209000	\$1,104.74
10000	\$14.32	60000	\$126.42	110000	\$400.12	160000	\$743.12	210000	\$1,112.12
11000	\$15.35	61000	\$130.64	111000	\$406.85	161000	\$750.50	211000	\$1,119.50
12000	\$16.38	62000	\$134.86	112000	\$413.58	162000	\$757.88	212000	\$1,126.88
13000	\$17.41	63000	\$139.08	113000	\$420.31	163000	\$765.26	213000	\$1,134.26
14000	\$18.44	64000	\$143.30	114000	\$427.04	164000	\$772.64	214000	\$1,141.64
15000	\$19.47	65000	\$147.52	115000	\$433.77	165000	\$780.02	215000	\$1,149.02
16000	\$20.50	66000	\$151.74	116000	\$440.50	166000	\$787.40	216000	\$1,156.40
17000	\$21.53	67000	\$155.96	117000	\$447.23	167000	\$794.78	217000	\$1,163.78
18000	\$22.56	68000	\$160.18	118000	\$453.96	168000	\$802.16	218000	\$1,171.16
19000	\$23.59	69000	\$164.40	119000	\$460.69	169000	\$809.54	219000	\$1,178.54
20000	\$24.62	70000	\$168.62	120000	\$467.42	170000	\$816.92	220000	\$1,185.92
21000	\$26.18	71000	\$173.46	121000	\$474.15	171000	\$824.30	221000	\$1,193.30
22000	\$27.74	72000	\$178.30	122000	\$480.88	172000	\$831.68	222000	\$1,200.68
23000	\$29.30	73000	\$183.14	123000	\$487.61	173000	\$839.06	223000	\$1,208.06
24000	\$30.86	74000	\$187.98	124000	\$494.34	174000	\$846.44	224000	\$1,215.44
25000	\$32.42	75000	\$192.82	125000	\$501.07	175000	\$853.82	225000	\$1,222.82
26000	\$33.98	76000	\$197.66	126000	\$507.80	176000	\$861.20	226000	\$1,230.20
27000	\$35.54	77000	\$202.50	127000	\$514.53	177000	\$868.58	227000	\$1,237.58
28000	\$37.10	78000	\$207.34	128000	\$521.26	178000	\$875.96	228000	\$1,244.96
29000	\$38.66	79000	\$212.18	129000	\$527.99	179000	\$883.34	229000	\$1,252.34
30000	\$40.22	80000	\$217.02	130000	\$534.72	180000	\$890.72	230000	\$1,259.72
31000	\$42.44	81000	\$222.50	131000	\$541.45	181000	\$898.10	231000	\$1,267.10
32000	\$44.66	82000	\$227.98	132000	\$548.18	182000	\$905.48	232000	\$1,274.48
33000	\$46.88	83000	\$233.46	133000	\$554.91	183000	\$912.86	233000	\$1,281.86
34000	\$49.10	84000	\$238.94	134000	\$561.64	184000	\$920.24	234000	\$1,289.24
35000	\$51.32	85000	\$244.42	135000	\$568.37	185000	\$927.62	235000	\$1,296.62
36000	\$53.54	86000	\$249.90	136000	\$575.10	186000	\$935.00	236000	\$1,304.00
37000	\$55.76	87000	\$255.38	137000	\$581.83	187000	\$942.38	237000	\$1,311.38
38000	\$57.98	88000	\$260.86	138000	\$588.56	188000	\$949.76	238000	\$1,318.76
39000	\$60.20	89000	\$266.34	139000	\$595.29	189000	\$957.14	239000	\$1,326.14
40000	\$62.42	90000	\$271.82	140000	\$602.02	190000	\$964.52	240000	\$1,333.52
41000	\$65.28	91000	\$277.92	141000	\$608.75	191000	\$971.90	241000	\$1,340.90
42000	\$68.14	92000	\$284.02	142000	\$615.48	192000	\$979.28	242000	\$1,348.28
43000	\$71.00	93000	\$290.12	143000	\$622.21	193000	\$986.66	243000	\$1,355.66
44000	\$73.86	94000	\$296.22	144000	\$628.94	194000	\$994.04	244000	\$1,363.04
45000	\$76.72	95000	\$302.32	145000	\$635.67	195000	\$1,001.42	245000	\$1,370.42
46000	\$79.58	96000	\$308.42	146000	\$642.40	196000	\$1,008.80	246000	\$1,377.80
47000	\$82.44	97000	\$314.52	147000	\$649.13	197000	\$1,016.18	247000	\$1,385.18
48000	\$85.30	98000	\$320.62	148000	\$655.86	198000	\$1,023.56	248000	\$1,392.56
49000	\$88.16	99000	\$326.72	149000	\$662.59	199000	\$1,030.94	249000	\$1,399.94
50000	\$91.02	100000	\$332.82	150000	\$669.32	200000	\$1,038.32	250000	\$1,407.32

Rate/1,000 Gallons \$15.56
 Bond Payment \$7.21



SEWER CHARGES EFFECTIVE SEPTEMBER 2023

GALLONS		GALLONS		GALLONS	
0-1000 & Disconnected service	\$30.71	51000	\$800.98	101000	\$1,579.18
2000	\$38.34	52000	\$816.54	102000	\$1,594.74
3000	\$53.90	53000	\$832.10	103000	\$1,610.30
4000	\$69.47	54000	\$847.67	104000	\$1,625.87
5000	\$85.03	55000	\$863.23	105000	\$1,641.43
6000	\$100.60	56000	\$878.80	106000	\$1,657.00
7000	\$116.16	57000	\$894.36	107000	\$1,672.56
8000	\$131.72	58000	\$909.92	108000	\$1,688.12
9000	\$147.29	59000	\$925.49	109000	\$1,703.69
10000	\$162.85	60000	\$941.05	110000	\$1,719.25
11000	\$178.42	61000	\$956.62	111000	\$1,734.82
12000	\$193.98	62000	\$972.18	112000	\$1,750.38
13000	\$209.54	63000	\$987.74	113000	\$1,765.94
14000	\$225.11	64000	\$1,003.31	114000	\$1,781.51
15000	\$240.67	65000	\$1,018.87	115000	\$1,797.07
16000	\$256.24	66000	\$1,034.44	116000	\$1,812.64
17000	\$271.80	67000	\$1,050.00	117000	\$1,828.20
18000	\$287.36	68000	\$1,065.56	118000	\$1,843.76
19000	\$302.93	69000	\$1,081.13	119000	\$1,859.33
20000	\$318.49	70000	\$1,096.69	120000	\$1,874.89
21000	\$334.06	71000	\$1,112.26	121000	\$1,890.46
22000	\$349.62	72000	\$1,127.82	122000	\$1,906.02
23000	\$365.18	73000	\$1,143.38	123000	\$1,921.58
24000	\$380.75	74000	\$1,158.95	124000	\$1,937.15
25000	\$396.31	75000	\$1,174.51	125000	\$1,952.71
26000	\$411.88	76000	\$1,190.08	126000	\$1,968.28
27000	\$427.44	77000	\$1,205.64	127000	\$1,983.84
28000	\$443.00	78000	\$1,221.20	128000	\$1,999.40
29000	\$458.57	79000	\$1,236.77	129000	\$2,014.97
30000	\$474.13	80000	\$1,252.33	130000	\$2,030.53
31000	\$489.70	81000	\$1,267.90	131000	\$2,046.10
32000	\$505.26	82000	\$1,283.46	132000	\$2,061.66
33000	\$520.82	83000	\$1,299.02	133000	\$2,077.22
34000	\$536.39	84000	\$1,314.59	134000	\$2,092.79
35000	\$551.95	85000	\$1,330.15	135000	\$2,108.35
36000	\$567.52	86000	\$1,345.72	136000	\$2,123.92
37000	\$583.08	87000	\$1,361.28	137000	\$2,139.48
38000	\$598.64	88000	\$1,376.84	138000	\$2,155.04
39000	\$614.21	89000	\$1,392.41	139000	\$2,170.61
40000	\$629.77	90000	\$1,407.97	140000	\$2,186.17
41000	\$645.34	91000	\$1,423.54	141000	\$2,201.74
42000	\$660.90	92000	\$1,439.10	142000	\$2,217.30
43000	\$676.46	93000	\$1,454.66	143000	\$2,232.86
44000	\$692.03	94000	\$1,470.23	144000	\$2,248.43
45000	\$707.59	95000	\$1,485.79	145000	\$2,263.99
46000	\$723.16	96000	\$1,501.36	146000	\$2,279.56
47000	\$738.72	97000	\$1,516.92	147000	\$2,295.12
48000	\$754.28	98000	\$1,532.48	148000	\$2,310.68
49000	\$769.85	99000	\$1,548.05	149000	\$2,326.25
50000	\$785.41	100000	\$1,563.61	150000	\$2,341.81

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 12/11/23 **DEPARTMENT:** Admin **DEPT. HEAD SIGNATURE:** LH

SUBJECT:

Motion to approve Resolution 2023-_____, authorizing a contract for services with Data Ticket, Inc. for parking citation processing services.

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

Data ticket, Inc. is a company that provides complete services for parking citation, billing, processing and late fees. See previous agenda item for details on how the Data ticket, Inc. software and equipment will assist in streamlining winter towing activities.

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:

This cost of this service will be paid for with citation revenues.

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

____ 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 Data Ticket, Inc.

ACTION OF THE CITY COUNCIL:

Date _____
City Clerk _____

FOLLOW-UP:

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

DATA **TICKET** inc. **OUT-OF-STATE SERVICES**

Our goal is to offer our Clients the best and most complete services and products available in the Parking and Toll Road/Bridge Processing and Collections Industry.

Each of the offerings listed on the following page may be utilized individually or as a suite of offerings to provide your Agency with the most flexible, comprehensive, interactive service with the highest collection rates possible.



2603 Main Street, Suite 300
Irvine, CA 92614
888-752-0512
ClientServices@DataTicket.com

PARKING CITATION PROCESSING

- DATA ENTRY & SCANNING OF ALL MANUALLY WRITTEN CITATIONS AND PAYMENTS
- DAILY MAILING OF CUSTOMIZED NOTICES
- ONLINE AVAILABILITY TO VIEW SENT NOTICES
- SOFTWARE ENHANCEMENTS RELEASED REGULARLY TO ALL CLIENTS
- IN AND OUT OF STATE PROCESSING AND COLLECTIONS
- ONLINE AVAILABILITY TO VIEW SENT DELINQUENT NOTICES
- ONLINE AVAILABILITY TO VIEW SENT ADJUDICATION DISPOSITION LETTERS
- COMPLETE BANKING AND RECONCILIATION SERVICES
- CUSTOMIZED ONLINE REPORTING CAPABILITIES AVAILABLE 24/7 - EXPORTABLE
- ONLINE CAPABILITIES ARE DEFINED BY USERNAME AND PASSWORD

REAL-TIME ACCESS

AGENCY ACCESS:

- WEBSITE CUSTOMIZABLE TO EACH AGENCY SITE
- REAL-TIME ACCESS TO DATA, 24/7
- ONLINE ACCESS FOR AGENCY TO MANAGE CITATIONS AND COLLECTIONS PROCESS
- REGULAR ENHANCEMENT RELEASES

CITIZEN ACCESS:

- ONLINE ACCESS FOR AGENCY PATRONS TO PAY FOR, AND INQUIRE ABOUT CITATIONS IN MULTIPLE LANGUAGES
- ONLINE ABILITY TO APPEAL AND ATTACH SUPPORTING DOCUMENTATION

DMV SERVICES

FLORIDA DMV:

- DAILY, REAL TIME FLORIDA REGISTERED OWNER LOOK-UP
- DAILY FLORIDA REGISTRATION HOLDS AND RELEASES
- REAL-TIME FLORIDA REGISTRATION HOLDS AND RELEASES

OUT OF STATE DMV:

- DAILY REAL TIME OUT OF STATE REGISTERED OWNER LOOK-UP VIA NLETS
- INDIVIDUAL OUT OF STATE REGISTERED OWNER LOOK-UP

CUSTOMER SERVICE

- TOLL-FREE, BI-LINGUAL CUSTOMER SERVICE
- CALL RECORDING OF ALL INBOUND / OUTBOUND CALLS
- TOLL-FREE, BI-LINGUAL IVR 24/7 FOR PHONE PAYMENT AND CITATION INQUIRY
- ONLINE, PHONE AND MAIL PAYMENT OPTIONS FOR PATRONS

ADJUDICATION SERVICES

- FULLY INTEGRATED WEB-BASED ADJUDICATION SOLUTION
- ALL LETTERS SENT ARE ATTACHED TO CORRESPONDING CITATIONS
- CUSTOMIZED TO THE AGENCY'S BUSINESS RULES



2603 Main Street, Suite 300
Irvine, CA 92614
888-752-0512
ClientServices@DataTicket.com

HANDHELD TICKET WRITERS

- MULTIPLE ANDROID HANDHELD UNIT OPTIONS
- REAL-TIME SOLUTION
- REAL-TIME ACCESS TO FL DMV
- COLOR PHOTOS, VIDEO & VOICE RECORDING
- SINGLE PIECE AND 2-PIECE UNIT OPTIONS
- CAPABLE OF CREATING A DEFAULT SETTING FOR STREET SWEEPING
- REMOTE SOFTWARE ENHANCEMENTS RELEASED REGULARLY FOR ALL CLIENTS
- LPR FUNCTIONALITY
- ELECTRONIC CHALKING

DELINQUENT COLLECTIONS

- PROPRIETARY DELINQUENT COLLECTIONS PROCESS INCLUSIVE OF MULTIPLE NOTICES
- ADVANCED COLLECTIONS
- SINGLE SYSTEM OF RECORD FOR ALL COLLECTIONS DATA

ONLINE PERMITTING

- CUSTOMIZABLE SOLUTION FOR PERMIT SALES AND ISSUANCE
- RESIDENTIAL, GUEST, BEACH, BUSINESS, OVERSIZED VEHICLE, VISITOR, STUDENT, FACULTY & MORE - PARKING SOLUTIONS
- SPECIAL EVENT PERMITS
- WAITLIST CAPABILITIES

- REAL-TIME PERMIT DATA AVAILABLE ON HANDHELD SOLUTIONS
- INTEGRATED SOLUTION FOR OUTSTANDING CITATIONS PRIOR TO PERMIT PURCHASE

Integrations

- LPR
- PAY-BY-SPACE/METERS

- TOW APPLICATIONS
- CASHIERING SYSTEMS

**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
DATA TICKET, INC. TO CONTRACT FOR PARKING CITATION PROCESSING
SERVICES.**

WHEREAS, the City of Hailey desires to enter into an agreement with Data Ticket, Inc. under which services shall be performed related to parking citation processing within the city limits of Hailey.

WHEREAS, the City of Hailey and Data Ticket, Inc. 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 Data Ticket, Inc. and that the Mayor is authorized to execute the attached Agreement,

Passed this 11th day of December 2023.

City of Hailey

Martha Burke, Mayor

ATTEST:

Mary Cone, City Clerk



SCOPE OF SERVICE AND PERFORMANCE AGREEMENT

**DATA TICKET, INC.
2603 MAIN STREET, SUITE 300
IRVINE, CALIFORNIA 92614**

(Hereinafter sometimes referred to as "COMPANY")

AND

**THE CITY OF HAILEY
115 S. MAIN STREET
HAILEY, IDAHO 83333**

(Hereinafter sometimes referred to as "AGENCY"),

The Company intends to provide for the processing of fines, bail and forfeiture thereof, in connection with the issuance of parking citations pursuant to AGENCY municipal code and the issuance of citations for illegal parking pursuant to the laws of the Idaho.

ARTICLE I - CITATION PROCESSING

1.1 Referral and Reconciliation: COMPANY shall receive and process citations from AGENCY. COMPANY will provide a reconciliation of the number of citations received from AGENCY.

1.2 Determination of Processable Citations: COMPANY shall screen the parking citations referred to it by AGENCY to determine if the citation is processable. If the citation is determined by COMPANY to be unprocessable (e.g., essential processing information is missing), COMPANY shall return the citation to AGENCY for clarification. COMPANY will be paid the contractual rate hereinafter provided, for citations properly returned to the AGENCY as unprocessable.

1.3 Collection and deposit of funds: A direct deposit system shall be employed for all funds received in payment of citations. The AGENCY shall have the choice of owning a bank account with the COMPANY or directing the COMPANY to deposit directly into an AGENCY account. In either case deposits shall be made directly into the account by the COMPANY for the collecting AGENCY, with the exception of credit card payments made using VISA, MasterCard and Discover cards belonging to the COMPANY. Credit card payments will be directly deposited into an account held by the COMPANY. Credit



card payments are reconciled and remitted on a monthly basis to the AGENCY, but tracked on the citations management software system on a daily basis. Citations paid by credit card are marked “paid” real-time immediately upon authorization, thus affording the citizen the opportunity to make payment at any time and have the payment recognized immediately.

1.4 PAYMENT: If the COMPANY deposits into an AGENCY account, the COMPANY will invoice the AGENCY for services rendered. Payment in full shall be due within thirty (30) days after which interest shall be accrued at the rate of 12% (or lower if any statutes, rules or regulations prohibit this rate). If the COMPANY deposits into an account held jointly between the AGENCY and the COMPANY, the COMPANY shall reconcile the account the month following the banking activity, disperse all revenue due the AGENCY, the COMPANY, any tax liability and all refunds and send all supporting documentation to the AGENCY for its records.

1.5 Identification of Registered Vehicle Owners: COMPANY shall exert best efforts and attempt to obtain the name and address of the registered vehicle owner from the State Department of Motor Vehicles (DMV) and/or NLETS for each vehicle for which a parking citation has been issued. COMPANY shall follow all procedures specified by the DMV/NLETS, and be consistent with the Vehicle Code nationwide, when identifying registered when identifying registered vehicle owners.

1.6 Verification of Ownership: COMPANY shall take reasonable measures to identify and verify registered vehicle owners. Such measures will take into consideration factors such as issuance of new license plates; address changes; license plate transfers to other vehicles; name changes; and the validity of plates and registration during specific time periods applicable to individual cases.

1.7 Delinquency Notices: In accordance with State law, COMPANY will generate and mail (presorted, first-class postage) no sooner than allowable by law, a delinquency notice to all identified registered owners of vehicles who fail to pay their parking citation fines or to post bail in the required manner. The mailed notice will include all information required by the State Vehicle Code, including, but not limited to, the following:

- A. The parking citation issuance date and number;
- B. The consequences of nonpayment (i.e., a hold on the vehicle registration and the imposition of penalties, towing, or issuance of a possible warrant for their arrest);
- C. The amount of fines and fees due and payable;
- D. Affidavit of Non-Ownership.

1.8 Contested Citations: In the event a registered vehicle owner disputes the liability for the outstanding parking citation, COMPANY will advise the registered vehicle owner of



his/her right to request an appeal according to the laws in the state of citation issue. All contested citations will be forwarded to the appeals administrator or AGENCY within the prescribed time period so that the matter can be adjudicated.

1.9 Appeals: If requested by AGENCY, the COMPANY will schedule and conduct appeals in accordance with state law, to respond to parking violators wishing to contest their citations and offers the option to perform and administer those reviews and hearings. The COMPANY will provide a toll-free number for contestants to call, correspond with contestants and notify them of decisions; maintain records of dispositions and appeal paperwork and refer all paperwork to Court as required. The COMPANY shall not be responsible for the AGENCY'S failure to provide correct or timely infraction information. The AGENCY shall be responsible to refund any court filing fees due, if appeals are sent to Court and earlier decisions are overturned by the Court.

1.10 Citations Disposed of by Hearing/Court: The COMPANY may be required, as a result of court action, to reduce or cancel, on an individual basis, parking citations which have been referred to it. COMPANY shall be paid the contractual rate hereinafter provided for processing the citation regardless of the outcome of court action. COMPANY will maintain records indicating any reduction or cancellations of parking citations as a result of hearing/ court action. Parking citations that are dismissed as a result of hearing/court action, will have the dismissal processed by the COMPANY promptly after receipt from the Hearing/Court.

1.11 Suspension of Processing: COMPANY will suspend processing on any citation referred to it for processing upon written notice to do so by an authorized officer of the AGENCY. COMPANY will promptly return any citation or facsimile properly requested by the AGENCY. COMPANY will maintain records indicating any suspension of citation as a result of AGENCY'S request. COMPANY shall be paid the contractual rate hereinafter provided for processing the citations suspended by the AGENCY.

1.12 Payments by U.S. Mail: It is the citizen's responsibility to ensure that payments are received on or before the date due. The date received by the COMPANY will be the criteria to establish any delinquent fees due.

1.13 Parking Citation System Master File Update: COMPANY will regularly, on a daily basis, update the parking citation database with new citations, payments, reductions, cancellations, dismissals and any other pertinent data.

ARTICLE II - PAYMENT PROCESSING



2.1 Disposition Processing: COMPANY will maintain all citation dispositions for a minimum of two (2) years. Closed citations will remain on-line for at least two (2) years, for research and statistical purposes.

2.2 Payments Processing: COMPANY shall process citation payments within twenty-four (24) hours of receipt. Payments shall be immediately posted in one (1) of three (3) following categories:

"Regular Payments" are citations with the correct bail, paid on or before the due date. (This includes payments properly complying with Notices-of-Intent).

"Partial Payments" are citations paid after the due date, or if the defendant has paid less than the amount of bail due. A Notice-of-Intent, or a postcard will advise defendant of late charges and/or incorrect bail, if the check has insufficient information for deposit.

"Court/Hearing Requests" are all requests for administrative/court hearings by defendants. These requests are sorted so that bail submitted is immediately posted, and if needed the original citations are retrieved.

2.3 Miscellaneous Letters Processing: COMPANY will receive and review all miscellaneous correspondence. These are generally letters requesting meter checks, refunds, voids, or otherwise setting forth complaints. These letters will be researched by COMPANY for proper follow-up either by AGENCY or by COMPANY.

2.4 Batching Procedures: COMPANY shall maintain effective procedures of internal control. Such procedures shall involve reconciliation of all payments received using generally accepted accounting principles. After proper reconciliation, deposit slips shall be prepared for and deposits made at the appropriate bank, including an itemized listing of all batch numbers included in the deposit. The batch of citation payment

documentation shall then be stored in a file room, for a period of two (2) years.

2.5 Cash Payments: COMPANY shall maintain an effective method of handling cash payments. All cash received through the mail, shall be logged in a cash journal. Thereafter, effective internal control procedures shall be implemented to reconcile such payments, using generally accepted accounting principles.

2.6 Deposits: All deposits shall be made daily, subject to regular banking hours. Deposits shall be itemized and detailed information will be captured regarding submitted funds. Deposit slips shall be prepared in duplicate, allowing one (1) copy for the bank and one (1) copy for the COMPANY. If the bank account is held jointly the COMPANY shall make all deposits, perform all reconciliation, refunds and check generation along with monthly invoicing. This information shall be available for AGENCY review. If only



the AGENCY'S designated bank account is used, COMPANY will deposit directly into the designated account, but will have no authorization to perform any other duties. Monthly invoicing will be generated by the citation management system and AGENCY will be responsible to reconcile their bank account and cut all checks including any refund checks. If the AGENCY holds the account individually, it will supply deposit slips and endorsement stamp to COMPANY.

Revenue Report: A monthly revenue report will list all revenues received during the preceding month. This report will also provide information regarding the AGENCY'S responsibility for any taxes on collected funds.

ARTICLE III – WEB SITE

3.1 Citation Management Web Site: The COMPANY offers a web site for AGENCY review of its database, including all citations and information relating to changes in status.

3.2 Citizen Web Site Access: When the AGENCY has web site access, the citizens who receive citations will be able to access the web site to review their individual citations, pay on-line and appeal on-line.

3.3 Web Site Interaction: The web site may be “view only” or “interactive,” for the AGENCY depending on requirements of the AGENCY.

3.4 Web Site Reports: Web site reports are available to the AGENCY on a daily 24/7 schedule.

3.5 Web Site Cost: User ID's & passwords will be assigned to the AGENCY at no cost.

ARTICLE IV - GENERAL

4.1 Public Inquiries: The COMPANY will respond to reasonable inquiry by telephone or letter of a nonjudicial nature. Inquiries of a judicial nature will be referred to the AGENCY for determination, unless the COMPANY has been designated to handle appeals.

4.2 COMPANY Limitations: COMPANY will not take legal action or threaten legal action in any specific case without AGENCY'S prior approval.

4.3 Use of Approved Forms: AGENCY shall have the right to reasonable approval of all forms, delinquency notices, and correspondence sent by the COMPANY. These must



conform to State and local law.

4.4 Books and Records: COMPANY will maintain adequate books or records for parking citations issued within the AGENCY'S jurisdiction and referred to COMPANY for processing. Such books or records, and related computer processing data, shall be available for reasonable inspection and audit by AGENCY at the COMPANY'S location at reasonable times upon adequate prior notice to COMPANY.

4.5 Ownership: All reports, information and data, including but not limited to computer tapes, discs or files furnished or prepared by the COMPANY or it's subcontractors, (collectively the "Materials"), are and shall remain exclusively the sole property of COMPANY, and the AGENCY shall acquire no right or title to said Materials. All computer software and systems, related automated and manual procedures, instructions, computer programs, and data storage media containing same, and written procedures performed hereunder (collectively the "System") are and shall remain exclusively the sole property of COMPANY, and the AGENCY shall acquire no right or title to said Systems.

4.6 Property of AGENCY: All documents, records, discs, files and tapes supplied by AGENCY to COMPANY in performance of this contract are agreed to be and shall remain the sole property of AGENCY. COMPANY agrees to return same promptly to AGENCY no later than sixty (60) days following notice to the COMPANY. The AGENCY shall make arrangements with COMPANY for the transmission of such data to the AGENCY upon payment to COMPANY of any open invoices and the cost of copy and delivery of such information from COMPANY'S computer facilities to AGENCY'S designated point of delivery.

4.7 Confidentiality: COMPANY understands that AGENCY is a public entity subject to Idaho public records laws. In the event of a request for public records that may be inclusive of CONFIDENTIAL DATA, AGENCY will notify COMPANY of the request and AGENCY'S intent to disclose or claim as exempt from disclosure. In the event that AGENCY notices of intent to disclose and COMPANY objects and asserts an exemption leading to nondisclosure, COMPANY will assume all responsibilities and liabilities associated with any subsequent public records lawsuit or legal action tied to the request.

4.8 Consent For Disclosure: No report, information, data, files, or tapes furnished or prepared by COMPANY or its subcontractors, successors, officers, employees, servants, or agents shall be made available to any individual or organization without the prior written approval of AGENCY other than individuals or organization who are reasonable necessary to properly effectuate the terms and conditions of this agreement. This Non-Disclosure obligation shall survive the Termination of this Agreement.



4.9 COMPANY Files: COMPANY shall maintain master files on parking citations referred to it for processing under the scope of services. Such files will contain records of payments, dispositions, and any other pertinent information required to provide a reasonable audit trail.

4.10 Storage for AGENCY:

- A. COMPANY agrees to store original citations for the current year plus two (2) years, at which time they will be returned to AGENCY or shredded. COMPANY will have such information available on system, CD or diskette for AGENCY'S review for a reasonable time period to permit AGENCY retrieval of such information. AGENCY relieves COMPANY of all liability costs associated with data released by AGENCY to any other person or entity using such data.
- B. Subsequent to the termination of the contract, COMPANY will return all hard copies to the AGENCY or shred them. If requested, an electronic file, diskette or CD of all processed data will be available to the AGENCY.

ARTICLE V – ADDITIONAL SERVICES

5. 1 Delinquent Collections: COMPANY shall retain a percent of payments collected on delinquent citations which have been processed in accordance with the current Agreement, and meet the following criteria:

- A. Delinquent citations are those for which the normal daily processing cycle is complete, but payment in full has not been received; or those for which the State Department of Motor Vehicles has received a registration hold and/or has dropped the registration hold due to a transfer of ownership or non-renewal of registration or a registration hold was not accepted, but the normal daily processing cycle is complete and in full has not been received.
- B. Citations with out-of-state license plates for which the normal daily processing cycle is complete.
- C. Any other problem or special citations that AGENCY so designates and refers to COMPANY under this Agreement.

5.2 Postal Rate Increase: The COMPANY will maintain auditable records to document the COMPANY'S actual postage costs associated with the mailing of all notices for unpaid citations and for other mailings related to the processing of correspondence. If there is a postal increase, that increase will be invoiced effective on the date that the postal rate increase goes into effect.



ARTICLE VI - REPORTS

6.1 Periodic Reports: COMPANY will submit reports to AGENCY each month. The reports will provide activities relating to performance under this Scope of Services. Among the reports, which COMPANY will generate, are the following:

- A. Report of Revenue Collected for Period
- B. Report for Parking Citations Issued for Period
- C. A balanced summary report for issuing AGENCY providing the status of all parking citations at the beginning of the period, current period and at the end of the period.
- D. A report for issuing Agency identifying registered vehicle owners multiple outstanding parking citations.
- E. A report for issuing Agency identifying the parking citations issued, location, violation by each officer.

ARTICLE VII – TERM OF CONTRACT AND COSTS

7.1 Terms and Renewals: This Agreement shall be for three (3) years with renewal options for additional one-year terms. Unless notice of termination is made in writing by either party to the other no less than ninety (90) days prior to the end of the scheduled term. This Agreement shall automatically renew for subsequent one (1) year periods. In conjunction with the automatic extension of the terms of this Agreement, COMPANY may give notice of reasonable price adjustments for its processing services. The AGENCY will have thirty (30) days to respond in writing to the purposed increase. Unless AGENCY gives notice in writing of its rejection of these price adjustments, the term shall be extended with these price adjustments as stated. If the AGENCY gives notice of its rejection of these price adjustments, unless there is a further written Agreement between the parties, the term of the Agreement shall not be extended and the Agreement shall terminate.

7.2 Cancellation: Upon a material breach or upon one-hundred twenty (120) days written notice to the COMPANY, the AGENCY may cancel or terminate this Agreement. The COMPANY shall have thirty (30) days to cure any material breach or defect set forth in the written termination notice provided by the AGENCY.

7.3 Exclusivity: AGENCY agrees to utilize only the services of the COMPANY during the term of the Agreement for the processing of the citations referred to above. AGENCY agrees during the term of the Agreement, to not directly or indirectly engage a competitor of the COMPANY for the performance of the services provided by the COMPANY under this Agreement.

7.4 Costs: Please see Cost Proposal in Exhibit A for all associated costs.



ARTICLE VIII – CLAIMS AND ACTIONS

8.1 AGENCY Cooperation: in the event any claim or action is brought against COMPANY relating to COMPANY'S performance or services rendered under this Agreement, COMPANY shall notify the AGENCY, in writing, within ten (10) days, of said claim or action.

8.2 Hold Harmless: COMPANY and AGENCY agree to the following hold harmless clauses.

- A. COMPANY agrees to indemnify, defend, and hold harmless the AGENCY and its officers and employees against all claims, demands, damages, costs, and liabilities arising out of, or in connection with the performance by COMPANY or AGENCY or any of their officers, employees or agency under this AGREEMENT, excepting only loss, injury or damage caused solely by the negligent acts or omissions of AGENCY or any of its officers or employees.

ARTICLE IX – SUBCONTRACTORS AND ASSIGNMENTS

9.1 Subcontracting: COMPANY is authorized to engage subcontracts as permitted by law at COMPANY'S own expense, subcontracts shall be deemed agents of COMPANY.

9.2 Assignments: This contract may not be assigned without the prior consent of the AGENCY. It is understood and acknowledged by the parties that the COMPANY is uniquely qualified to perform the services in this Agreement.

ARTICLE X - INDEPENDENT COMPANY

10.1 COMPANY'S Relationship: COMPANY'S relationship to the AGENCY in the performance of this Agreement is that of an independent COMPANY. Personnel performing services under this Agreement shall at all times be under COMPANY'S exclusive direction and control and shall be employees of COMPANY and not employees of the AGENCY. COMPANY shall pay all wages and salaries and shall not be responsible for all reports and obligations respecting them relating to social security, income tax withholding, unemployment compensation, worker's compensation, and similar matters. Neither COMPANY nor any officer, agent, or employee of COMPANY shall obtain any right to retirement benefits or other benefits which accrue to employees of AGENCY, and COMPANY hereby expressly waives any claim it might have to such rights.

ARTICLE XI – INSURANCE



11.1 Insurance Provisions: COMPANY shall provide and maintain at its own expense during the term of this Agreement, the following policy or policies of insurance covering its operations hereunder. Such insurance shall be provided by insurer(s) satisfactory to the AGENCY and certificates of such insurance shall be delivered to the AGENCY on or before the effective date of this Agreement. Such certificates shall specifically identify this Agreement and shall not be cancelled, reduced in coverage or limits or non-renewed except after thirty (30) days written notice has been given to the AGENCY.

- A) Comprehensive general liability insurance covering bodily and personal injury and property damage. Limits shall be in an amount of not less than one million (\$1,000,000) dollars per occurrence. Such insurance policies shall name the AGENCY, its officers, agents and employees, individually and collectively, as additionally insured. Such coverage for additional insured shall apply as primary insurance and any other insurance or self-insured retention maintained by the AGENCY, its officers, agents and employees shall be excess only and not
- B) contributing with insurance provided under said policy.
- C) Comprehensive automobile liability owned, non-owned and hired vehicles with not less than one million (\$1,000,000) dollars combined single limit, per occurrence for property damage and for bodily injury or death of persons. Such insurance shall include the same additional-insured and cancellation notice provisions as specified above and may be combined with the comprehensive general liability coverage required above.
- D) Proof of Professional Liability/Malpractice/Errors and Omissions insurance as appropriate will also be provided in the amount of \$1,000,000.
- E) Throughout the period of the Agreement, COMPANY, at its sole cost, shall maintain in full force and effect a policy of worker's compensation insurance covering all of its employees as required by the labor code of the State of California.

ARTICLE XII – SECURITY PROVISIONS

12.1 Security Provisions: AGENCY agrees to follow all defined security requirements including but not limited to:

- A) All AGENCY employees who are provided access to services provided by COMPANY must complete a background check and must complete annual security awareness trainings.
- B) All AGENCY employees must sign security agreement documents subject to the source state of the information being obtained by DMV entities.
- C) AGENCY must inform COMPANY within 24 hours of an AGENCY



employee with access to COMPANY services leaving their role.

- D) Either Party must inform the Other Party of any breach of information within 24 hours, so the appropriate government agencies can be notified of the breach.
- E) AGENCY understands and agrees that security requirements may change and be updated to reflect the most current security requirements of the government agencies we work with to obtain vehicle registered information.
- F) AGENCY understands that evidence of the security requirements may be requested to comply with COMPANY audit requirements of the governmental agencies we work with.
- G) AGENCY understands and agrees that access to confidential registered owner information may be immediately restricted or terminated if any of the mandatory provisions above are found to be violated or abused.

12.2 Permissible Use Provisions: AGENCY agrees to follow all defined permissible use requirements including but not limited to:

- A) All AGENCY employees who are provided access to services provided by CONTRACTOR must receive annual training on permissible use of state agency information.
- B) All AGENCY employees must sign permissible use agreement documents subject to the source state or government agency where the vehicle registered owner information is being obtained.
- C) All AGENCY employees will be instructed of the confidentiality of information obtained from a government agency and the proper use of that information based on job responsibility, which must not involve immigration purposes.
- D) Either Party must inform the Other Party within 24 hours if data has been misused in such a manner that might constitute data misuse or a data breach.
- E) AGENCY must inform CONTRACTOR of any breach of information within 24 hours, so the appropriate government agencies can be notified of the breach.



- F) AGENCY understands and agrees that permissible use requirements may change and be updated to reflect the most current permissible use requirements of the government agencies CONTRACTOR works with to obtain vehicle registered information.
- G) AGENCY understands that evidence of the permissible use requirements may be requested to comply with CONTRACTOR audit requirements of the governmental agencies CONTRACTOR works with.
- H) AGENCY understands that tracking of activity will occur for annual reviews to be conducted by CONTRACTOR to ensure the confidentiality and privacy required for government agency provided information.
- I) AGENCY understands that all information obtained through government agencies is considered subject to the Drivers Privacy Protection Act (DPPA) and agrees that no disclosures of information will be made that would constitute a violation of this act.
- J) AGENCY understands and agrees that access to confidential registered owner information may be immediately restricted or terminated if any of the mandatory provisions above are found to be violated or abused.

ARTICLE XIII – ENTIRE AGREEMENT

13.1 Integrated Agreement: This contract is intended by the parties as a final expression of their Agreement and also as a complete and exclusive statement of the terms thereof, any prior oral or written Agreement regarding the same subject matter notwithstanding. This Agreement may not be modified or terminated orally and no modification or any claim or waiver of any of the provisions shall be effective unless in writing and signed by both parties.

13.2 Law Applicable: This Agreement shall be construed in accordance with the Laws of the State of Idaho.

13.3 Notice to Parties: Any notice required under this Agreement to be given to either party may be given by depositing in the United States mail, postage prepaid, first-class, addressed to the following:

AS TO THE AGENCY:



**THE CITY OF HAILEY
115 S. MAIN STREET
HAILEY, IDAHO 83333**

AS TO THE COMPANY:

**DATA TICKET, INC.
A CALIFORNIA CORPORATION
2603 MAIN STREET, SUITE 300
IRVINE, CALIFORNIA 92614**

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the day and year last written below.

AGENCY: **THE CITY OF HAILEY, IDAHO**

COMPANY: **DATA TICKET, INC.**

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

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AGENDA ITEM SUMMARY

DATE: 12/11/2023 **DEPARTMENT:** Community Development **DEPT. HEAD SIGNATURE:** RD

SUBJECT: Third Reading of Ordinance No. 1331, an Ordinance approving the Planned Unit Development (PUD) Application by Darin and Kathleen Barfuss, 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 (6th) 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.

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

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

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

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

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

<input checked="" type="checkbox"/> City Attorney	<input checked="" type="checkbox"/> City Administrator	<input checked="" type="checkbox"/> Engineer	<input 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"/> _____

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion Language:

Approval: Conduct a Third Reading of Ordinance No. 1331, 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.

ADMINISTRATIVE COMMENTS/APPROVAL:

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

ACTION OF THE CITY COUNCIL:

Date _____ City Clerk _____

FOLLOW-UP:

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

HAILEY ORDINANCE NO. __

AN ORDINANCE OF THE CITY OF HAILEY, IDAHO, 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

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