

**AGENDA OF THE  
HAILEY CITY COUNCIL MEETING  
Monday June 10, 2024 \* 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

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**5:00 p.m. - CALL TO ORDER**            Open Session for Public Concerns

**PUBLIC HEARING:**

[PH 149](#) Introduction of Mayor’s proposed budget for FY 2025, regarding General Fund and Water/Wastewater Enterprise Fund budgets **ACTION ITEM** ..... 1

**CONSENT AGENDA:**

[CA 150](#) Motion to approve Resolution 2024-047, authorizing grant agreement with IDVR for Work-Based Learning Experience (WBLE) for E. Georgiades **ACTION ITEM**..... 11

[CA 151](#) Motion to approve Resolution 2024-048, authorizing an indemnification agreement with Blaine County School District for City’s use of school property during the July 4, 2024 technical fireworks display **ACTION ITEM**..14

[CA 152](#) Motion to approve Resolution 2024-049, authorizing the Mayor’s signature on a service contract with Opal Engineering for general engineering services **ACTION ITEM**..... 19

[CA 153](#) Motion to approve Resolution 2024-050, authorizing the Mayor to sign a Standby Preventative Maintenance Renewal Agreement Western States CAT, for maintenance and services on four generators at the City of Hailey, in the amount of \$39,637.86 **ACTION ITEM**..... 29

[CA 154](#) Motion to approve Resolution 2024-051, declaring the intention to add up to three resort city liquor licenses in the City of Hailey effective July 1, 2024 **ACTION ITEM**..... 35

[CA 155](#) Motion to approve Resolution 2024-052, authorizing the Mayor to sign MOU with The Hunger Coalition and the Library this summer **ACTION ITEM**.....40

[CA 156](#) Motion to approve Resolution 2024-053, authorizing the Mayor’s signature on an agreement with GGLO in the amount not to exceed \$37,500,for design services related to the renovation of Hop Porter Park Phase 1: stage foundation and infrastructure. **ACTION ITEM**.....46

[CA 157](#) Motion to review the final edits to Resolution 2024-043, adopting The Locals for Accessory Dwelling Units (ADUs) Incentive Program, and agreement between the City of Hailey and ARCH Community Housing Trust. **ACTION ITEM**.....55

[CA 158](#) Motion to approve and authorize the Mayor’s signature on Resolution 2024-054, approving the Community Housing and Maintenance Agreements appurtenant the LIDO Apartment Homes project, by LIDO Equity Group – Idaho North, LLC, and located at Lots 1-14, Block 85, Parcel EE, Woodside Subdivision #24 and Lot 1, Block 67, Woodside Subdivision #18 (940 Winterhaven Drive) within the Limited Business (LB) Zoning District. **ACTION ITEM**..... 88

[CA 159](#) Motion to approve minutes of May 28, 2024 and to suspend reading of them **ACTION ITEM** ..... 122

[CA 160](#) Motion to approve claims for expenses incurred during the month of May 2024, and claims for expenses due by contract in June, 2024 **ACTION ITEM** ..... 130

**MAYOR’S REMARKS:**

MR 000

**PROCLAMATIONS & PRESENTATIONS:**

PP 161	HPD recognition	(no documents)	
PP 162	IDWR recognition of Wastewater employee M. Race	(no documents)	
<a href="#">PP 163</a>	Hailey Climate Action Plan Presentation .....		156

**APPOINTMENTS & AWARDS**

<a href="#">AA 164</a>	Nomination of Brian McCue to serve as on Hailey Urban Renewal Agency Board with Hailey Resolution 2024-055, to complete the term of retiring board member Walt Denekas through December 31, 2025 <b>ACTION ITEM</b> .....	168
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**PUBLIC HEARING:**

<a href="#">PH 165</a>	Consideration of a City-Initiated Infrastructure Project pursuant to Title 18, Mobility Design, an infrastructure project consisting of the proposed design and plans for construction of the Broadford Road multimodal pathway located on the eastern side of Broadford Road, between Cedar Street and Colorado Gulch Road. Construction commencement is planned for late summer 2024 <b>ACTION ITEM</b> .....	174
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**NEW BUSINESS:**

<a href="#">NB 166</a>	Discussion of a contract for services with the Blaine County Charitable Foundation to provide relief for municipal utility bills based on determinate of need from the BCCF <b>ACTION ITEM</b> .....	205
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**OLD BUSINESS:**

OB 000	Matters & Motions from Executive Session, if any. <b>ACTION ITEM</b> (no documents).....	
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**STAFF REPORTS:** Staff Reports                      Council Reports                      Mayor’s Reports

SR 167

**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 - 1338      Next Resolution Number- 2024-056

**AGENDA ITEM SUMMARY**

**DATE:** 6-10-2024    **DEPARTMENT:** ADMIN/PW/CDD    **DEPT. HEAD SIGNATURE:** LH

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**SUBJECT:** Consideration of the Fiscal Year 2025 Municipal Budget

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

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**BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:**

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

**Hailey Fiscal Year Ending 2025 (FY 24/25)  
BUDGET DEVELOPMENT TIMELINE**

- March 11      Mayors State of the City Report.
  
- Mar/Apr      Boards and Commissions discuss and develop budget goals  
                  Arts and Historic Preservation Commission      Library Board  
                  Parks & Lands Board      Tree Committee  
                  Joint Fire Board-if needed (May, per JPA)      DIF Advisory Committee (4/1 and 4/15/24)
  
- April 23      Council Goal-setting retreat
  
- April 30      Notice of Budget Hearing to County Clerk
  
- May            Departments develop budgets in ClearGov.-
  
- May 17        Draft budgets submitted to Treasurer via ClearGov. Connection Fee data submitted to Engineer.
  
- May 20-24     Department meetings with Mayor - exact dates TBD.
  
- May 29        Treasurer completes Mayor’s changes and balances budget revenue/expenses.
  
- June 5         Council Packet Completed, includes mayor’s budget and all funds.
  
- June 10        City Council meeting - Mayor’s budget is presented, all funds included (5:00 pm start)
  
- June 24        Contracts for Services Presentations
  
- July 8          Council adopts Tentative Budget for publishing Notice of Budget Hearing  
                  DIF is introduced (Noticed Public Hearing) and CIP is finalized. Ordinance adopting DIF is  
                  considered for first reading.
  
- Aug 12         Public Hearing on Budget. 1<sup>st</sup> Reading budget ordinance.
  
- Aug 28         Budget Hearing continued if necessary; adoption of Appropriation Ordinance (2<sup>nd</sup> reading of  
                  budget) and Property Tax Form
  
- Aug 30         Treasurer submits final budget to County Commissioners & State Tax Commission
  
- Sept 9          2<sup>nd</sup> and 3rd Reading Appropriation Ordinance
  
- Sept 25        Appropriation Ordinance publishes – Budget adoption process is now complete!

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

<https://city-hailey-id-budget-book.cleargov.com/16740>

Attached to this report is the Mayors budget memo, and a summary of General Fund revenues and expenditures. We would make the following observations for Council consideration:

- 1) The proposed FY 25 budget represents a 4.1% increase over the current years budget. The summary sheet of Expenses by Department may appear as if Departments have proposed larger increases. This is not the case, but is due to the fact that salaries entered in the budget program at the commencement of the last Fiscal Year have now been brought current, and in many cases reflect a 3% training increase that occurred during the year. Generally speaking, Department Budgets are flat or down.
- 2) The Mayors Proposed Budget includes a 3% Employee Merit/COLA increase and a 1.5% training increase based on approved training. We feel these increases are critical to remain competitive in the job market. If revenues exceed projections mid-year, we will propose an additional 1.5% training increase so that we would be matching the current year's budget of 3% Merit/COLA and 3% training. This is entirely dependent on revenues and is not guaranteed.
- 3) All General Fund contracts for services are proposed as flat for next year, with the exception of the Dispatch Contract, which is proposed to increase 3% to honor the 2013 adopted interagency resolution.
- 4) The Mayor's proposed budget is a balanced budget. Much thought has gone into revenue projections. If the Council wishes to fund an item that is not shown, something else must be cut, or an increase in a revenue line item must be proposed. Similarly, if the Council wishes to increase any outside contracts for services, the cost of that increase must be balanced elsewhere in the budget.

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**FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:**

The Mayors Proposed General Fund Budget is a balanced budget where revenues equal expenditures. Enterprise Fund budgets will likely have rate increases, to be discussed at the July 8, 2024, meeting.

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

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

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**RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:**

City Council should discuss the Mayor's proposed budget and the Council adopted goals and priorities, which have been incorporated into the budget.

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**ACTION OF THE CITY COUNCIL:**

No action needed tonight. Council has until July 8, 2024, to adopt a tentative budget.

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

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

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**FOLLOW-UP:**

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

\_\_\_\_\_  
Copies (all info.):

Copies (AIS only)

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

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June 5, 2024

Councilmembers and Constituents:

It is with pleasure that I introduce to you the FY 2025 City of Hailey Budget<sup>1</sup>. We have had a strong year of public safety programs, master planning initiatives, housing projects capital projects, public outreach, code enforcement and staff training in our City. We have retained and strengthened our staff team despite a competitive hiring market. The City Council and I have conducted goal-setting sessions and we have established the following goals to guide our budgeting process this year:

### Vision Statement

*An environmentally and economically sustainable town/community/city with a safe, fun, and equitable approach to family-friendly living. It blends together our love for quirky mountain living, recreation and a small-town lifestyle with cultural excellence and biodiversity/diversity.*

### Goals

**Health, Safety and Welfare** – Health safety and welfare is a foundational goal that is imbedded in each of the goals below.

**Transportation** – Have clean and safe streets that support all modes of transport throughout all 4 seasons with emphasis on bikes, pedestrians and public transportation in order to achieve a well-connected community.

**Infrastructure** – Deliver essential services and ensure our facilities and community areas are up-to-date and able to accommodate growth, including the development of steady revenue streams to support necessary services.

**Housing** – Attract and retain a socio-economically diverse, functioning/working community.

**Employees** – Recognizing that people are at the heart of our work, create a sustainable foundation of hardworking people that care for/take care of our community and thrive in the workplace.

**Economy** – Retain and promote a variety of economic opportunities with a focus on year-round living.

**Environment** – Create a vibrant, resilient community that values clean water, clean air, dark skies, healthy wildlife and a sustainable climate.

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<sup>1</sup> FY 2025 budget refers to the Fiscal Year 24/25 budget.

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**Feel/Identity** – Use our unique identity to maintain and enhance what we are today, to guide our future and to foster connections within our community.

### **Economic Outlook**

I enter the FY 2025 budget process with continued cautious optimism. The strong economic rebound we experienced in 2022 was dampened in 2023 with high interest rates and construction costs. This trend is anticipated to continue through 2024 and in to 2025. The cost of housing in our town has remained unsustainably high, causing us all to question how our children can afford to live here. Generally speaking, city revenues appear relatively flat.

Steady residential growth has continued. The combination of growth, escalating cost of supplies, fuels and labor shortages have put pressure on our infrastructure, public safety, planning, building and other service demands. Our economic forecast for FY 2025 is both optimistic and cautious. We have been able to fill a new Community Service Officer position this past year. Our new staffer has been instrumental in working across departments on various code compliance, nuisance, snow removal and rights-of-way issues. We are continuing to cover other emerging staffing needs primarily with overtime and contractual staffing, so that we are nimble in the event of a true economic downturn. People are at the heart of our organization and the services we provide. We will continue to build the Hailey staff team and to remain competitive with salaries, benefits, training and an excellent work environment.

### **Revenue Forecasting**

Regarding revenue forecasting, it is a central goal of my FY 2025 Hailey Budget to estimate revenues conservatively, but also in a manner that avoids costly mid-year budget amendments. General Fund expenditures must equal revenues, and even a modest rise in revenue helps us to keep pace with the demands of our community. If we estimate our revenue too low, our expenditures would be insufficient to provide essential services. Highlights of our FY 2025 revenue forecast include:

1. Local Option Tax (LOT): In 2022, the City experienced record-level LOT revenues. 2023 (FY 2024), on the other hand was flat to slightly down. For FY 2025, we propose keeping LOT revenues flat with the previous year. While our Local Option Tax revenue has dropped slightly as of May 31, 2024, due to the lackluster winter season, I recommend keeping our LOT projections flat for the upcoming fiscal year, as summer is our strongest season and summer LOT revenues could likely rebound.
2. Fee Revenue: While Fee Revenues include a number of sources, building permit revenues constitute over 50% of these revenues. We are forecasting a slight (less than 2% ) decrease in building permit revenues for the FY 2025 budget (total building permit revenue estimated at \$829,777). The combination of high interest rates and unprecedented costs of construction are continuing to cause delays in larger building permits.

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3. State-shared Revenue and State Highway Distribution Account: 11.5 % of all Idaho sales tax revenue is distributed through the revenue-sharing program to cities, counties and non-school special districts. Various bills passed by the Legislature in 2023 have boosted state funding for road maintenance and repair and nonmotorized projects. House Bill 354 continues the Governor’s policy of using state surplus revenues for local roads, appropriating \$402.8 million in 2024 statewide. I agree with the staff recommendation to follow the Association of Idaho Cities 2025 budget recommendations advising a slight decrease in state-shared revenue for a total revenue of \$2,250,684.

4. One-time revenues. We are in our final year of using valuable “one-time” revenue, primarily ARPA federal funds, to rebuild our rolling stock fleet, using funds to purchase outright a much-needed new snow blower.

### Fiscal Year 2025 Budget Goals

Our 2024 spending priorities focus on the four goals listed on page one. Here are some highlights from the proposed budget of \$32,302,229, of which \$9,256,339 million is the General Fund Budget and the remainder is Enterprise Funds and Capital budgets:

**Health, Safety and Welfare** –We are continuing our focus on essential public services in order to meet our primary goal as a local government: health, safety and welfare. We are implementing important wastewater, water and road projects and maintaining staffing levels in these and public safety departments.

**Transportation** – We have made great strides in 2024 in creating pathways and improving streets. We have adopted the Hailey Downtown Master Plan in collaboration with the Hailey Urban Renewal Agency, which creates a road map for street, sidewalk and pathway improvements in the downtown core. Please see a link [here](#) for our full report on capital transportation projects.

**Infrastructure** – Important water and wastewater projects have progressed over the last year. Last year, voters approved the Aging Headworks Wastewater Infrastructure Replacement Project, and work is underway to implement the project. Water main improvements along Buttercup/West Meadow have improved water pressure in the Northridge neighborhood. We have continued maintenance and upkeep projects in our city parks.

The City continues to experience increased maintenance costs relative to the streets and parks under our management. Materials and supply costs have risen substantially. We have relied on cross-training, overtime and contract services to help bridge the gaps needed to take care of our streets and parks. Continuing our current efforts will help us maintain the high quality of cleanliness and care that our community deserves.

**Housing** – Housing values escalated at an unprecedented rate in 2024, and Hailey now faces a median home price for a single-family home of \$749,000 and a median condo/townhouse price of \$413,000. FY 2023 was the first year that the Hailey city Council approved a Capital Budget line item for housing, allocating \$500,000 towards housing for Hailey citizens and workers. The City used these funds to purchase a deed-restricted townhome, a Tiny Home on Wheels and to buy down deed-restrictions on two “Locals Only” homes. My budget proposes \$500,000 again this year in our Housing Capital Budget and \$50,000 for housing-burdened



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Hailey employees. Additionally, Hailey voters approved a 0.5% Local Option Tax for housing, splitting the previous 1% for Air to be 0.5% for Air and .5% for Housing. In the first full year, we anticipate a housing revenue stream of \$78,578. The Hailey Housing Committee has recommended an Accessory Dwelling Unit Incentive Program as a pilot project with this new revenue stream.

**Employees** – People are at the core of our service provision. We cannot provide essential services if we cannot retain staff. For FY 2025, we propose a 3% merit increase for all qualifying employees, and a 1.5% training/certification increase for employees that measurably increase their certification levels. If revenues are strong at the midpoint of the fiscal year the 1.5% training would be increased by an additional 1.5% for a total of 3%. I am again proposing \$50,000 for an employee housing stipend.

**Economy** –The Council has added a goal regarding our economy this year. Our Comprehensive Plan update, currently underway, will guide economic initiatives. In the meantime, strong housing and partnerships and relationships with area employers and businesses will serve to keep our economy in the forefront. Hailey serves over 500 small businesses.

**Environment** – Hailey’s concept of spreading sustainability efforts across all departments has proven to be successful. Our overall staff commitment to sustainability is \$92,513, of which \$19,080 in staff time is committed to regional sustainability efforts with Blaine County and the cities. Great progress was made on code changes, grant awards and overall programming. You will see in the attached department budgets a colored highlight for goals and accomplishments that are tied to our sustainability goals.

**Feel/Identity** – We maintain our feel and identity by providing a full range of services to our citizens, deliver with a human touch. We assist our citizens every day as part of our stewardship of Hailey.

I look forward to working with the Council and our community on this FY 2025 Hailey Budget.

Respectfully,



Martha Burke, Mayor  
City of Hailey

## FY 2025 GENERAL FUND REVENUE

Name	2023 Actual	2024 Budgeted	FY25	2024 Budgeted vs. FY25 (% Change)	General Fund FINAL vs. FY25 (\$)
<b>Revenue Source</b>					
County Property Taxes					
<b>Total Property Taxes From County:</b>	\$3,051,364.16	\$3,163,526.00	\$3,258,431.78	3.000%	\$94,905.78
<b>Total County Property Taxes:</b>	\$3,051,364.16	\$3,163,526.00	\$3,258,431.78	3.000%	\$94,905.78
<b>Licenses, Permits and Fees</b>					
Local Option Tax:	\$987,808.75	\$1,403,715.00	\$1,403,715.00	0%	\$0.00
Franchise Fees:	\$542,485.33	\$529,124.00	\$535,000.00	1.111%	\$5,876.00
Building-Related Fees:	\$701,352.19	\$843,685.10	\$829,777.10	-1.648%	-\$13,908.00
Alcohol Catering Licenses:	\$480.00	\$500.00	\$700.00	40%	\$200.00
Police Security:	\$0.00	\$500.00	\$500.00	0%	\$0.00
Business Licenses:	\$42,900.89	\$46,350.00	\$46,350.00	0%	\$0.00
Banner Fees:	\$3,350.00	\$3,000.00	\$4,000.00	33.333%	\$1,000.00
<b>Total Licenses, Permits and Fees:</b>	\$2,278,377.16	\$2,826,874.10	\$2,820,042.10	-0.242%	-\$6,832.00
<b>Fines</b>					
Total Motor Vehicle Fines Through Co:	\$61,140.48	\$65,000.00	\$75,000.00	15.385%	\$10,000.00
Total Library Fines & Memberships:	\$6,760.70	\$6,180.00	\$6,180.00	0%	\$0.00
<b>Total Fines:</b>	\$67,901.18	\$71,180.00	\$81,180.00	14.049%	\$10,000.00
<b>State-Shared Revenue</b>					
State Shared Liquor Apport.:	\$336,774.00	\$333,695.00	\$333,695.00	0%	\$0.00
State Shared Sales Tax:	\$1,011,957.37	\$1,162,461.00	\$1,100,000.00	-5.373%	-\$62,461.00
State Shared Highway Users Fun:	\$648,980.60	\$732,461.00	\$765,389.00	4.496%	\$32,928.00
State Shared Grant:	\$251,698.67	\$0.00	\$51,600.00		\$51,600.00
<b>Total State-Shared Revenue:</b>	\$2,249,410.64	\$2,228,617.00	\$2,250,684.00	0.990%	\$22,067.00
<b>Charges for Services</b>					
Mutual Aid Reimbursements:	\$60,067.08	\$0.00	\$45,000.00		\$45,000.00
Recycling Outreach Ccd Contact:	\$20,548.91	\$25,201.00	\$25,957.03	3.000%	\$756.03
Rubbish Bookkeeping Contract:	\$123,293.43	\$124,124.00	\$130,000.00	4.734%	\$5,876.00
Police Security Contracts:	\$3,572.66	\$10,000.00	\$10,000.00	0%	\$0.00
Police Security Contr-School:	\$160,000.00	\$164,800.00	\$169,744.00	3%	\$4,944.00
Rental Revenue	\$420.00	\$0.00	\$15,000.00		\$15,000.00
<b>Total Charges for Services:</b>	\$367,902.08	\$324,125.00	\$395,701.03	22.083%	\$71,576.03
<b>Donations</b>					
Donations-Fireworks:	\$17,000.00	\$18,000.00	\$18,000.00	0%	\$0.00
Donations- Miscellaneous	\$6,000.00	\$0.00	\$0.00		\$0.00
Library - Donations and Grants	\$60,518.07	\$0.00	\$0.00		\$0.00
Donations- Miscellaneous:	\$66,518.07	\$0.00	\$0.00		\$0.00
<b>Total Donations:</b>	\$83,518.07	\$18,000.00	\$18,000.00	0%	\$0.00
<b>Total Interest Earned:</b>	\$324,282.76	\$175,000.00	\$350,000.00	100%	\$175,000.00
<b>Other Revenue</b>					
Property Sales:		\$5,000.00	\$5,000.00	0%	\$0.00
R. V. Dump Fees:	\$1,250.42	\$1,500.00	\$1,500.00	0%	\$0.00
Maps, Copies & Postage:	\$4,083.72	\$5,000.00	\$5,000.00	0%	\$0.00
Refunds:	\$7,160.41	\$15,000.00	\$15,000.00	0%	\$0.00
Penalties and Interest:	\$9,331.07	\$14,500.00	\$14,500.00	0%	\$0.00
Park Rental Fees:	\$18,203.24	\$25,000.00	\$25,000.00	0%	\$0.00
Hailey Rodeo Park Rental Fees:	\$0.00	\$4,000.00	\$4,000.00	0%	\$0.00
<b>Total Other Revenue:</b>	\$40,028.86	\$70,000.00	\$70,000.00	0%	\$0.00
<b>Total Clean Energy Building Fees:</b>		\$12,500.00	\$12,500.00	0%	\$0.00
<b>Total Revenue Source:</b>	\$8,462,784.91	\$8,889,822.10	\$9,256,538.91	4.125%	\$366,716.81

## FY 2025 GENERAL FUND EXPENSES BY DEPARTMENT

Name	2023 Actual	2024 Budgeted	FY25 PROPOSED	2024 Budgeted vs. FY25 (% Change)	2024 Budgeted vs. FY25 (\$ Change)
<b>Expenditures</b>					
Legislative	\$418,865.06	\$681,045.60	\$655,455.60	-3.757%	-\$25,590.00
Finance and Records	\$389,001.08	\$502,937.63	\$523,487.46	4.086%	\$20,549.83
Community Development	\$576,345.06	\$760,702.25	\$786,215.01	3.354%	\$25,512.76
Police	\$1,919,966.14	\$2,071,821.90	\$2,247,964.20	8.502%	\$176,142.30
Street	\$2,087,423.31	\$2,297,021.64	\$2,297,162.73	0.006%	\$141.09
Public Works	\$156,717.56	\$188,447.89	\$203,360.80	7.914%	\$14,912.91
Library	\$820,289.27	\$826,402.47	\$895,888.96	8.408%	\$69,486.49
Parks	\$612,694.59	\$776,328.72	\$797,882.63	2.776%	\$21,553.91
Fire	\$778,014.45	\$785,113.81	\$849,121.54	8.153%	\$64,007.73
Wastewater		\$0.00	\$0.00		\$0.00
<b>Total Expenditures:</b>	<b>\$7,759,316.52</b>	<b>\$8,889,821.91</b>	<b>\$9,256,538.93</b>	<b>4.125%</b>	<b>\$366,717.02</b>

**Return to Agenda**

**AGENDA ITEM SUMMARY**

**DATE:** June 10, 2024    **DEPARTMENT:** Library    **DEPT. HEAD SIGNATURE:** Lyn Drewien

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**SUBJECT**

The contract between the City of Hailey and the Idaho Division of Vocational Rehabilitation for a student Work-Based Learning Experience (WBLE) agreement.

**AUTHORITY:**  ID Code       IAR \_\_\_\_\_       City Ordinance/Code \_\_\_\_\_

**BACKGROUND:**

The Idaho Division of Vocational Rehabilitation (IDVR) works with local employers to offer students with disabilities between the ages of 14 and 21 years the opportunity to participate in a short-term paid work experience. This employer-reimbursed paid work experience will fund up to 60 hours of employment for Emma Georgiades, an eighth grader at Wood River Middle School, to work at the Hailey Public Library as a Library Assistant at the pay rate of \$13 per hour. Monthly progress reports and an invoice for hours worked by the employee shall be submitted to IDVR by the City of Hailey. The City will be reimbursed \$20 for every hour worked.

This contract period begins June 12, 2024, and shall not exceed six months.

**FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:**

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

**ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS:**

\_\_\_ City Attorney      XX City Clerk      \_\_\_ Engineer      XX Mayor  
XX Administrator      \_\_\_ Parks & Lands Board      \_\_\_ Public Works      \_\_\_ Other

**RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:**

Motion to approve Resolution 2024-\_\_\_, authorizing the Mayor to sign the Work-Based Learning Experience Agreement between the City of Hailey and the Idaho Division of Vocational Rehabilitation.

**FOLLOW UP NOTES:**

**CITY OF HAILEY RESOLUTION 2024-\_\_**

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

WHEREAS, the Idaho Division of Vocational Rehabilitation (IDVR) works with local employers to offer students, ages 14-21, the opportunity to participate in a short-term paid work experience; and,

WHEREAS, this employer-reimbursed paid work experience will fund up to 60 hours of employment for Emma Georgiades, an 8<sup>th</sup> grader at Wood River Middle School, to work in the Hailey Public Library as a page at the rate of \$13 per hour; and,

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

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

PASSED AND ADOPTED BY THE HAILEY CITY COUNCIL AND APPROVED BY THE MAYOR THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2024.

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

ATTEST:

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

**Return to Agenda**

**AGENDA ITEM SUMMARY**

**DATE: 06/10/2024 DEPARTMENT: Admin/Fire DEPT.HEAD SIGNATURE: LH / MB**

**- SUBJECT:**

Indemnification Agreement with Blaine County School District for fireworks display.

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

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

The attached agreement is similar to the agreement used in previous years to indemnify BCSD and City of Hailey during the technical fireworks display to be held on Tuesday, July 4, 2024 on school district property.

The entire school district campus will be closed off to the public during the fireworks display, including the High School and Community Campus parking areas. General policing of the areas will be conducted after the area is closed.

**- FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:**

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

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

**RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:**

Motion to approve Resolution 2024-\_\_\_\_authorizing an indemnification agreement with Blaine County School District for City’s use of school property during July 4,2024 technical fireworks display.

**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. 2024-\_\_\_\_\_**

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY**  
**AUTHORIZING THE EXECUTION OF AN INDEMNIFICATION AGREEMENT**  
**WITH BLAINE COUNTY SCHOOL DISTRICT, FOR THE 4TH OF JULY**  
**FIREWORKS DISPLAY.**

WHEREAS, the City of Hailey desires to enter into an Indemnification Agreement with BLAINE COUNTY SCHOOL DISTRICT under which they are held harmless and indemnified during the City's 4<sup>th</sup> of July Fireworks Display conducted by Lantis Productions, Inc.

WHEREAS, the City of Hailey and BLAINE COUNTY SCHOOL DISTRICT have agreed to the terms and conditions of the Hold Harmless and Indemnification Agreement, a copy of which is attached hereto.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HAILEY, IDAHO,** that the City of Hailey approves the Indemnification Agreement between the City of Hailey and BLAINE COUNTY SCHOOL DISTRICT and that the Mayor is authorized to execute the attached Agreement,

Passed this \_\_\_\_\_ day of June 2024.

City of Hailey

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

ATTEST:

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

## HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

This HOLD HARMLESS AND INDEMNIFICATION AGREEMENT (“Agreement”) is made as of this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between the **CITY OF HAILEY**, an Idaho municipal corporation (hereinafter “City”), and **BLAINE COUNTY SCHOOL DISTRICT NO. 61** (hereinafter “District”).

- A. The City is a municipal corporation and political subdivision of the State of Idaho and has authority to enter into this Agreement. Martha Burke is the Mayor for the City of Hailey. The Hailey City Council has authorized the Mayor to execute this Agreement.
- B. District is a political subdivision of the State of Idaho and owns real property in the City of Hailey that is commonly known as the Wood River High School and Community Campus.
- C. On July 4, 2024, the City desires to conduct a 4<sup>th</sup> of July Fireworks Ceremony on the Wood River High School Campus near the football field.
- D. The District will allow the City to use the Wood River High School and Community Campus, provided the City holds the District harmless and indemnifies the District from any and all claims relating to the fireworks ceremony.

NOW, THEREFORE, on the basis of the foregoing recitals and in consideration of the mutual promises and undertakings hereinafter set forth, and for valuable consideration, the parties agree as follows:

1. Use of Property for the Fireworks Display. The District agrees to allow the City and its agent, Lantis Productions, Inc , and its employees and agents, to use the Wood River High School Campus and Community Campus grounds for such times as are reasonably necessary to setup, conduct, and cleanup a 4<sup>th</sup> of July Fireworks program on July 4, 2024.
2. Use of the Property by the City: The District agrees to allow the City to block off the entrances to the Wood River High School and Community Campus grounds prior to the evening of July 4, 2024, for the purpose of establishing a safe and secure perimeter for the fireworks display. The City shall provide for patrol services of the entrances to ensure the area remains unused by the public, for the safety of the public as well the protection of District property. The City shall provide for the re-opening of the grounds so that the Community Campus is open for business by 6:30 a.m. July 5, 2024 and the entire campus is reasonably clean.
3. Hold Harmless and Indemnification. The City hereby holds the District harmless from and indemnifies the District for any and all costs or expenses and any and all claims, demands, obligations, liabilities, damages, costs, lawsuits and judgments, including attorney’s fees (collectively “Claims”), connected in any way with the setup, staging, operation, and cleanup of the fireworks ceremony on the Wood River High School and Community Campus.
4. Miscellaneous Provisions.
  - a. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, personal representatives, successors, and assigns.

b. This Agreement is the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements between them with respect thereto.

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

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

e. Each signatory agrees that he/she has full authority and consent to sign this Agreement.

f. This Agreement may be executed in several counterparts and all so executed shall constitute one Agreement, binding on all the parties hereto even though all the parties are not signatories to the original or the same counterpart.

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

CITY OF HAILEY

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

BLAINE COUNTY SCHOOL DISTRICT #61

By: \_\_\_\_\_  
Lara Stone, Chairperson

**Return to Agenda**

**AGENDA ITEM SUMMARY**

**DATE:** 06/10/24

**DEPARTMENT:** PW

**DEPT. HEAD SIGNATURE:** BY

**SUBJECT:** Motion to approve Resolution 2024-\_\_\_\_, authorizing the Mayor's signature on a service contract with Opal Engineering for general engineering services. **ACTION ITEM**

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

**BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:**

Under the attached agreement, Opal Engineering will provide general and civil engineering services as needed.

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

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

- |   |  |   |
|---|--|---|
| <input type="checkbox"/> City Administrator | <input type="checkbox"/> Library                 | <input type="checkbox"/> Benefits Committee |
| <input type="checkbox"/> City Attorney      | <input type="checkbox"/> Mayor                   | <input type="checkbox"/> Streets            |
| <input type="checkbox"/> City Clerk         | <input type="checkbox"/> Planning                | <input type="checkbox"/> Treasurer          |
| <input type="checkbox"/> Building           | <input type="checkbox"/> Police                  | <input type="checkbox"/> 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 2024-\_\_\_\_, authorizing the Mayor's signature on a service contract with Opal Engineering for general engineering services. **ACTION ITEM**

**ADMINISTRATIVE COMMENTS/APPROVAL:**

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

**ACTION OF THE CITY COUNCIL:**

Date \_\_\_\_\_

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

**FOLLOW-UP:**

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

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

**CITY OF HAILEY  
RESOLUTION NO. 2024-**

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY  
AUTHORIZING THE MAYOR'S SIGNATURE ON A SERVICE CONTRACT WITH  
OPAL ENGINEERING, TO PROVIDE GENERAL AND CIVIL ENGINEERING  
SERVICES.**

WHEREAS, the City of Hailey desires to enter into agreement with Opal Engineering, for general and civil engineering services,

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

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

Passed this 10th day of June, 2024.

City of Hailey

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

ATTEST:

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

## GENERAL SERVICES AGREEMENT

Opal Engineering, PLLC  
P.O. Box 2530  
Hailey, ID 83333

And

City of Hailey  
115 Main Street South  
Hailey, Idaho 83333

Project: General Civil Engineering Services

## GENERAL SERVICES AGREEMENT

This General Services Agreement (“Agreement”), is entered into and effective on the date last signed below, by and between Opal Engineering, PLLC (hereinafter “Opal Engineering”) with its mailing address at P.O. Box 2530, Hailey, ID 83333 and **City of Hailey** (hereinafter “Client”) with its physical address, principal place of business, and or mailing address at **115 Main Street South, Hailey, Idaho 83333**.

### SECTION 1: PERFORMANCE OF SERVICES

#### 1.1 Effective Date

The effective date of this Agreement shall be the date of the last signature signed hereto. This Agreement shall terminate one year after the effective date, and continue for successive one (1) year terms thereafter unless either party provides thirty (30) days advance notice of its intent to terminate this Agreement.

#### 1.2 Services to be Performed by Engineer

The general and civil engineering services required by Client shall be performed as Client may from time to time request, and as mutually agreed between Client and Opal Engineering. A scope of services addendum may be attached to this agreement, upon agreement by both parties, if the project warrants such additional information.

#### 1.3 Standard Of Care

Opal Engineering represents that it will perform its services in accordance with generally accepted professional practices existing at the time of performance for the locality where the services are performed. **NO OTHER REPRESENTATION, EXPRESS OR IMPLIED, IS MADE OR INTENDED BY THE RENDERING OF THE SERVICES PROVIDED.**

#### 1.4 Authorization To Perform

Opal Engineering represents it is appropriately licensed and registered to perform its Services in the location(s) contemplated by this Agreement.

#### 1.5 Site Observation

If construction or site inspections/observations are required within the scope of Opal Engineering’s services, Opal Engineering shall make visits to the site at intervals appropriate to the various stages of construction as Opal Engineering deems necessary in order to observe the progress of Contractor(s)’ work. Opal Engineering shall not, during such visits or as a result of such observations of Contractor(s)’ work in progress, supervise, direct or have control over Contractor(s)’ work. Opal Engineering shall not have any authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor(s), for safety precautions and programs incident to the work of

Contractor(s) or for any failure of Contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor(s) furnishing and performing their Work. Accordingly, Opal Engineering can neither guarantee the performance of the construction contracts by Contractor(s) nor assume responsibility for Contractor(s)’ failure to furnish and perform their work in accordance with the Contract Documents.

It is understood and agreed that Opal Engineering shall have no constructive use or control of Owner’s site, and therefore shall have no responsibility whatsoever for construction site safety. Such responsibility has been wholly vested in the general contractor.

### SECTION 2: CLIENT RESPONSIBILITIES

Client shall timely provide all criteria and information as may be identified by Opal Engineering. Opal Engineering may use such information, requirements, reports, data, surveys and instructions in performing its Services and is entitled to rely upon the accuracy and completion thereof. Client shall designate a person to act with authority on Client’s behalf with respect to all aspects of the project. Client shall examine and respond promptly to Opal Engineering’s submittals and requests. Client shall give prompt written notice to Opal Engineering whenever Client observes or otherwise becomes aware of any defect in the Work.

### SECTION 3: COMPENSATION

In consideration for the Services performed by Opal Engineering, Client shall pay Opal Engineering the compensation based on the rates shown on attached Exhibit “A”. All Services are performed on a time and material basis, unless there is a written agreement signed by both Opal Engineering and the Client expressly including a “Not to Exceed” amount. Invoices will be submitted by Opal Engineering periodically, approximately once a month and are due within thirty (30) calendar days of invoice date. If Client objects to all or any portion of an invoice, Client shall notify Opal Engineering within fourteen (14) calendar days of invoice date, identify the cause of disagreement, and pay when due that portion of the invoice not in dispute. All outstanding balances will accrue a finance charge of 1.0% per month for each month the invoice is outstanding. With the exception of sales tax specifically relating to procurement, Opal Engineering shall pay its appropriate taxes, fees or assessments imposed by local, state, or federal government in effect at the time Opal Engineering renders its professional services. Any taxes, fees, or assessments enacted by local, state, or federal government subsequent to the date of this Agreement, will be added to amounts due to Opal Engineering under this Agreement.



#### **SECTION 4: DELAYS**

Opal Engineering shall not be responsible for delays caused by factors beyond Opal Engineering's reasonable control, including but not limited to delays because of strikes, lockouts, supply chain issues, pandemics, government regulations, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other regulatory authority to act in a timely manner, failure of the Client to furnish timely information or approve or disapprove of Opal Engineering's Services or work product promptly, or delays caused by faulty performance by the Client or by contractors of any level. When such delays beyond Opal Engineering's reasonable control occur, the Client agrees that Opal Engineering shall not be responsible for any damages, nor shall Opal Engineering be deemed to be in default of this Agreement. In the event of such delay, the Schedule shall be extended for a period of time equal to such delay and Opal Engineering shall be compensated for any costs, expenses or damages incurred as a result of such delay.

#### **SECTION 5: Reserved.**

#### **SECTION 6: SUSPENSION AND TERMINATION**

##### **6.1 Termination For Cause**

Either party shall have the right to terminate this Agreement should the other fail to cure any material breach of this Agreement within seven (7) days notice from the non-breaching party.

##### **6.2 Termination For Convenience**

Client shall have the right to terminate this Agreement for convenience after providing Opal Engineering thirty (30) days written notice.

##### **6.3 Termination Compensation**

In case of such termination, Opal Engineering shall be paid:

- (a) For completed and acceptable Services executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Services;
- (b) For expenses sustained prior to the effective date of termination in performing Services and furnishing labor, materials or equipment as required by the Contract Documents in connection with uncompleted Services, plus fair and reasonable sums for overhead and profit on such expenses;
- (c) For all claims, costs, losses and damages incurred in settlement of terminated contracts with subcontractors, suppliers and others; and
- (d) For reasonable expenses directly attributable to termination.

#### **SECTION 7: INDEMNIFICATION**

Opal Engineering agrees, to the fullest extent permitted by law, to indemnify and hold the Client harmless from any claim, damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by Opal Engineering's negligent acts, errors or omissions in the performance of professional services under this Agreement and those of its subconsultants or anyone for whom Opal Engineering is legally liable. Notwithstanding the above, Opal Engineering's obligation to defend, indemnify and hold harmless shall extend only to Opal Engineering's percentage of negligence contributing to such claim, damage, loss or expense on a comparative basis of fault and responsibility between Opal Engineering and Client. It is the express intent of this indemnity clause that Opal Engineering shall not be obligated to indemnify Client for Client's own negligence.

Client agrees, to the fullest extent permitted by law, to indemnify and hold Opal Engineering harmless from any claim, damage, liability or cost (including reasonable attorneys' fees and costs of defense) arising in whole or in part and in any manner from the acts or failure to act, omissions, breach or default of Client, or those of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable, and arising from the project that is the subject of this Agreement. In addition, Client agrees to indemnify, defend and hold Opal Engineering harmless from or against any claim or allegation that any process, technology, equipment, materials or information provided by Client in connection with this Agreement constitutes an infringement of any U.S. patent, trade secret, trademark, copyright or other proprietary rights of any third party.

The indemnification obligations of Opal Engineering provided in this Section shall expire on the fifth year anniversary from the termination or completion of Opal Engineering's professional services provided under this Agreement. Notwithstanding the foregoing indemnification, neither party shall be liable to the other for consequential, special or indirect losses, including and not limited to loss of use, loss of revenue and loss of profit, even if advised of the possibility of such loss.

#### **SECTION 8: INSURANCE**

##### **8.1 Limits**

During the performance of the Services under this Agreement, Opal Engineering shall maintain the following insurance:

- (a) Professional Liability insurance with limits of not less than \$1,000,000 annual aggregate.
- (b) Automobile Liability insurance with bodily injury and property damage limits of not less than \$300,000 for each accident.

(c) Workers' Compensation insurance in accordance with statutory requirements and Employer's Liability Insurance with limits of not less than \$500,000 for each occurrence.

(d) General Liability insurance with bodily injury and property damage of not less than \$1,000,000 for each occurrence and not less than \$1,000,000 in the aggregate.

### **8.2 Endorsements**

Upon a showing of specific need and formal request by Client, Client may be named as an additional insured on policies(a) and (b) listed above to the extent claims arise from the Services which are performed pursuant to this Agreement.

### **8.3 Proof Of Insurance**

Upon specific request, Opal Engineering shall furnish to Client a certificate of insurance evidencing the above and including a provision that such insurance shall not be canceled without at least thirty (30) days written notice to Client.

## **SECTION 9: LIMITATION OF LIABILITY**

Client agrees to limit Opal Engineering's liability for insurable events arising from Opal Engineering's performance to the insurance limits stated in Section 8, above. Opal Engineering's liability for non-insurable events including breach of contract or breach of warranty shall not exceed \$10,000.00.

Neither Opal Engineering nor Client nor either party's suppliers, agents, officers, and directors shall have any liability to the other party or any other person or entity for any indirect, incidental, special, or consequential damages whatsoever, including but not limited to loss of revenue or profit, loss of use, failure to realize anticipated profits or savings, loss of or damage to data or other commercial or economic loss, even if Opal Engineering has been advised of the possibility of such damages, that such damages are foreseeable, or of potential claims by a third party.

## **SECTION 10: INDEPENDENT CONTRACTOR**

Opal Engineering agrees it shall operate as an independent contractor and will not be an agent, joint venturer, partner or employee of the Client, nor will it be entitled to any employee benefits provided by the Client. Opal Engineering shall be responsible for payment of any and all unemployment, social security, withholding, and other payroll taxes for its employees as applicable.

## **SECTION 11: DOCUMENTS**

### **11.1 Ownership and Reuse of Documents**

(a) Opal Engineering's drawings and specifications, including all documents on electronic media, are instruments of service and, unless otherwise provided,

Opal Engineering shall be deemed the author of the drawings and specifications and shall retain all common law, statutory and other reserved rights, including the copyright. The Client shall be permitted to retain copies, including reproducible copies, of the drawings and specifications for the Client's information and reference. The Client agrees to waive any claim against Opal Engineering arising from any unauthorized transfer, reuse or modification of the drawings and specifications.

(b) The Client agrees, to the fullest extent permitted by law, to indemnify and hold Opal Engineering harmless from any claim, liability or cost (including reasonable attorneys' fees and defense costs) arising or allegedly arising out of any reuse or modification of the documents by the Client or any person or entity that acquires or obtains the documents from or through the Client.

### **11.2 Documents Supplied by Others**

The parties agree that from time to time Opal Engineering may need information from Client for the rendering of the Services hereunder and Client agrees to provide Opal Engineering such information as is then available. Client recognizes that it is impossible for Opal Engineering to assure the sufficiency and accuracy of such information. Accordingly, Client waives any claim against Opal Engineering for liability or injury or loss allegedly arising from errors, omissions, or inaccuracies in documents, drawings, plans or data provided to Opal Engineering by Client or by other third parties. If any of the work or Services must be redone because of errors in drawings, plans, or data supplied to Opal Engineering, then Opal Engineering shall be compensated for such extra Services and the Schedule shall be adjusted accordingly.

## **SECTION 12: CONFIDENTIALITY**

It is understood that the parties may supply to each other confidential or proprietary data during the performance of this Agreement. The parties agree to protect such data from disclosure to outside parties, except where access to such data is necessary for the purpose of performing the services hereunder. Such data shall be marked "Confidential" or "Proprietary" or defined as confidential or proprietary in a separate writing. This confidentiality requirement shall not apply to data that is known to the parties prior to the execution of this Agreement or is in the public domain. In the event such data is subpoenaed by court order, or other legal process, the receiving party shall notify the other party within five (5) business days of receipt of such court order or legal process.

## **SECTION 13: DISPUTE RESOLUTION**

### **13.1 Exclusive Manner of Dispute Resolution**

Unless otherwise agreed to by the parties, the sole means and method of resolving disputes shall be as set

forth in this Agreement. Any lawsuit filed to adjudicate a claim shall be promptly dismissed by the filing party.

### **13.2 Negotiation Between Executives**

The Parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement, or any breach hereof or any Work performed hereunder, promptly by negotiation between executives who have authority to settle the controversy. Any party may give the other party written notice of any dispute not resolved during the normal course of business, such notice to include the statement of that party's position and summary of arguments, and the name and title of the executive who will be representing that party and of any other person who will accompany the executive. The receiving party shall respond in kind within fifteen (15) days of the date of notice. Within thirty (30) days after delivery of the initial notice, the executives of both parties shall meet at a mutually acceptable time and place and use good faith efforts to resolve the dispute. Negotiations pursuant to this Section shall be confidential and shall be treated as compromise and settlement negotiations for purposes of Law and rules of evidence, including but not limited to Idaho Rule of Evidence 408 and Federal Rule of Evidence 408.

### **13.3 Mediation**

In the event that the parties are unable to settle the dispute through direct negotiations as set forth above, all remaining controversies or claims shall then be submitted to mediation following the Commercial Mediation Rules published by the American Arbitration Association. Unless the parties agree otherwise, mediation shall be held in Blaine County, Idaho. This Agreement to mediate and any other agreement or consent to mediate entered into in accordance with this Agreement shall be specifically enforceable under the prevailing law of any court having jurisdiction. The parties shall share equally the costs and fees of the mediator.

### **13.4 Litigation**

In the event mediation proves unsuccessful within sixty (60) days of the appointment of the mediator, then all claims, disputes and other matters in question arising out of, or relating to, this Agreement or the breach thereof shall be decided by litigation, unless the parties mutually agree otherwise. The court of competent jurisdiction shall not have the authority to consider or award punitive damages as part of the court's judgment. Unless the parties agree otherwise, litigation shall be held in Fifth District Court, Hailey, Idaho.

## **SECTION 14: MISCELLANEOUS**

### **14.1 Notices**

Any notice hereunder shall be deemed served immediately if hand-delivered in writing to an officer or other duly appointed representative of the party to

whom the notice is directed. Notices shall also be deemed served five (5) business days after transmittal by United States mail, or within two (2) days if by any overnight service(s), to the business address identified below, or to the address specified in the Task Order for a particular project:

### **For Opal Engineering:**

**Opal Engineering, PLLC  
P.O. Box 2530  
Hailey, ID 83333**

### **For Client:**

**City of Hailey  
115 Main Street South  
Hailey, Idaho 83333**

### **14.2 Applicable Law and Venue**

This Agreement and all rights, obligations, liabilities, and responsibilities of the parties hereto shall be governed by, construed, and enforced in accordance with the laws and venue of the State of Idaho.

### **14.3 Subcontractors**

At its request, Client shall have the right to pre-approve the subcontracting of any services to be performed under this Agreement, which approval shall not be unreasonably withheld.

### **14.4 Successors and Assigns**

Client and Opal Engineering each binds itself and its partners, successors, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives of such other party, in respect to all covenants, agreements, and obligations of this Agreement. This Agreement shall not be assigned by either party without the other party's express written consent. Provided, however, Opal Engineering shall be entitled to subcontract portions of its work to other companies in which Opal Engineering has an ownership interest without first obtaining the written consent provided for under this Section.

### **14.5 Equal Opportunity Employment**

Opal Engineering and Client expressly agree not to discriminate against any employee or applicant for employment because of race, color, religion, gender, national origin, or disability and shall during the performance of this Agreement comply with all applicable Executive Orders and federal regulations.

### **14.6 Entire Agreement**

The terms and conditions herein represent the entire agreement between the parties, and shall not be modified except by written instrument duly executed by both parties.

**14.7 Severability**

If any provision of this Agreement is held to be in violation of any applicable law rendering such provision void and unenforceable, such provision shall be deemed severed from the Agreement and the remainder of the Agreement shall remain in full force and effect.

**14.8. Survival**

All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion and acceptance of the Services and termination or completion of the Agreement.

**14.9 Attorneys Fees**

In the event of any dispute with regard to the interpretation or enforcement of this Agreement, the prevailing party shall be entitled to recover its reasonable costs and attorneys' fees incurred therein, whether or not a lawsuit is actually filed, and on any appeals, and in any bankruptcy proceeding.

**14.10 Counterparts.**

This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same document.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed as of the date first above written.

**City of Hailey**

**Opal Engineering, PLLC**

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

By: \_\_\_\_\_  
Samantha Stahlnecker, its Principal

EXHIBIT A

Opal Engineering, PLLC  
P.O. Box 2530  
Hailey, ID 83333

2024 Hourly Billing Rates

Principal	\$ 180.00 per hour
Principal, Public Hearing Representation after 5 PM	\$ 200.00 per hour
Senior Designer	\$ 170.00 per hour
Engineering Technician	\$ 110.00 per hour

**Billing Terms and Notes**

- Overtime charges or extra work for a client will accrue only with specific authorization from client.
- Any time in excess of eight hours per day or any time on a holiday, Saturday or Sunday may be charged at 150% if above quoted rates.
- “Overnight, out of town” days will be charged at a premium rate to be determined prior to commencement of such work. Said rate to depend on complexity and liability of case.
- All rates are portal to portal.
- Reimbursable costs, graphic reproduction, and incidentals will be charged at cost plus 15%.
- Accounts are billed monthly. A rebilling charge (at annual rate of 12%) shall be added to all accounts not paid within thirty days.

**Return to Agenda**

**AGENDA ITEM SUMMARY**

**DATE:** 06/10/24

**DEPARTMENT:** PW

**DEPT. HEAD SIGNATURE:** BY

**SUBJECT:** Motion to adopt Resolution 2024-\_\_\_\_, authorizing the Mayor to sign a Standby Preventative Maintenance Renewal Agreement with Western States CAT, for maintenance and services on four generators at the City of Hailey, in the amount of \$39,637.86. **ACTION ITEM**

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

**BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:**

The current Standby Preventative Maintenance Agreement with Western States CAT has expired. Public Works would like to see preventative maintenance done to four of the generators in the City of Hailey's possession to extend their life in order for them to operate effectively. The maintenance will be conducted twice a year. The fee schedule is attached with an agreement total of \$39,637.86. The agreement starts June 2024 through May 2027 for three years. The proposed agreement falls under Idaho Code 67-2803 (2).

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

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

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

**RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:**

Motion to adopt Resolution 2024-\_\_\_\_, authorizing the Mayor to sign a Standby Preventative Maintenance Renewal Agreement with Western States CAT, for maintenance and services on four generators at the City of Hailey, in the amount of \$39,637.86. **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. 2024-**

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY  
AUTHORIZING RENEWAL OF A STANDBY PREVENTATIVE MAINTENANCE  
AGREEMENT WITH WESTERN STATES CAT FOR CITY OF HAILEY  
GENERATORS, FOR AN AGREEMENT TOTAL OF \$39,637.86, WITH A THREE-  
YEAR TERM.**

WHEREAS, the City of Hailey desires to have preventative maintenance conducted on four generators under the City's possession to ensure efficiency,

WHEREAS, the City of Hailey desires to renew a preventative maintenance agreement with Western States Cat,

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

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HAILEY, IDAHO,** that the City of Hailey approves the agreement between the City of Hailey and Western States Cat and that the mayor is authorized to execute the attached documents,

Passed this 10th day of June, 2024.

City of Hailey

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

ATTEST:

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





# STANDBY PREVENTIVE MAINTENANCE

## CSA Program Enrollment Form

As a valued Customer of the Western States Power Systems, the **CUSTOMER SUPPORT AGREEMENT**, herein referred to as " The Agreement" for new and used equipment is an important part of our continuing effort to provide electric power equipment owners with superior value and product support. This Agreement provides the owner reasonable assurance that the reliability and productivity of your equipment is maintained and unexpected repair cost is minimized. This Agreement allows you to do what you do best and focus on your core business while Western States provides expert product support services on your equipment. Additional customer benefits:

### ADDITIONAL BENEFITS:

- \***PREDETERMINED COST:** No surprises - maintenance cost are guaranteed up front.
- \***FACTORY-TRAINED TECHNICIANS:** Experienced technicians that keep pace with advances in equipment technology.
- \***MAINTENANCE HISTORY & SCHEDULING:** Maintenance support staff utilize computerized scheduling & monitoring system.
- \***GUARANTEED QUALITY:** Cat diagnostic tools, fluids & filters assure consistent product quality and results.
- \***EPA COMPLIANCE:** Properly dispose of used fluids and filters in compliance with local & federal laws.
- \***SAVING:** Avoid overhead on maintenance vehicles, insurance or unemployment compensation; minimize costly downtime; repair before failure; Increase your productivity; extend your equipment life and get maximum performance and resale benefits.

### Semi-Annual Agreement

New Agreement                       Renewal Agreement                       Revised Agreement

<b>Company Name (Owner):</b>	City Of Hailey Water & Waste	<b>Account Number:</b>	3535800		
<b>Billing Address :</b>	115 S. Main St	<b>City :</b>	Hailey	<b>State :</b>	ID <b>ZIP:</b> 83333
<b>Customer Contact:</b>	Bryson Ellsworth	<b>Customer Phone Number:</b>	208-721-0094		
<b>Customer Email:</b>	<a href="mailto:Bryson.ellsworth@haileycityhall.org">Bryson.ellsworth@haileycityhall.org</a>	<b>Customer Fax #:</b>			
<b>Purchase Order #:</b>		<b>Payment Method</b>	<input type="checkbox"/> Prepay	<input type="checkbox"/> Scheduled Payment	<input checked="" type="checkbox"/> Pay As You Go

**WSECO Sales Contact:** Joshua Greer                      Phone: 208-235-6364                      Email: Joshua.Greer@wseco.com

<b>Agreement Start Date:</b>	<b>Agreement End Date:</b>	<b>Term Years:</b>	<b>WSECO Store Name:</b>	<b>WSECO Store #</b>
Jun-24	May-27	3	Twin Falls	4

Special Instructions

<b>Exceptions and Recommendations</b>	This agreement may be cancelled in writing 20 days prior to services being rendered.
	<b>Prices listed for services do not include taxes or environmental fees.</b>
	Prices do not include permits or electrician cost required by Washington State L&I.
	<b>Prices reflect normal business hours Monday through Friday unless otherwise stated.</b>
	Prices for coolant systems, load bank, battery replacement, etc. are to be performed during other scheduled PM Services
	<b>NFPA 110 recommends replacing the battery every 30 to 36 months.</b>
	OMM recommends servicing your cooling system: every three years for standard coolant and every six years for ELC.
	<b>Prices are per unit and per visit on all parts, labor, and travel.</b>

A quote will be provided for any non CSA related repairs found during the maintenance visit.

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

**Customer Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Western States Power Systems Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Semi-Annual Agreement Scheduled Services**

<b>Customer Equipment #:</b>	<b>Equipment Make:</b>	<b>Equipment Model:</b>	<b>Serial Number:</b>	<b>KW</b>		
Treatment Plant Generator	CAT	C18	T3401238	750		
<b>Site Address:</b>		<b>City:</b>	<b>State:</b>	<b>Zip Code:</b>	<b>WSECO Store #</b>	
4261 Glenbrook Dr.		Hailey	ID	83333	4	
Service	2024-2025		2025-2026		2026-2027	
	NOVEMBER	MAY	NOVEMBER	MAY	NOVEMBER	MAY
PM1-Inspection & Oil Sample	\$673.16		\$673.16		\$673.16	
PM2-Engine Service & Inspect		\$1,447.09		\$1,447.09		\$1,447.09
Load bank 2 hr	\$1,575.00		\$1,575.00		\$1,575.00	
Battery Replacement					\$767.04	
Fuel Sample FSK2		\$350.00		\$350.00		\$350.00
<b>Total Per Visit</b>	<b>\$2,248.16</b>	<b>\$1,797.09</b>	<b>\$2,248.16</b>	<b>\$1,797.09</b>	<b>\$3,015.20</b>	<b>\$1,797.09</b>
<b>Total Per Year</b>	<b>\$4,045.25</b>		<b>\$4,045.25</b>		<b>\$4,812.29</b>	

**NOTES :** Battery replacement recommended every three years for better reliability replaced last 12-2023 recommend replacing next 11-2026 / Cooling system recommended to be serviced at MINIMUM every 6 years with continued monitoring and includes replacing the coolant, hoses, clamps, seals, gaskets, belts, thermostats and radiator cap associated with the cooling system we will inspect an advise

<b>Customer Equipment #:</b>	<b>Equipment Make:</b>	<b>Equipment Model:</b>	<b>Serial Number:</b>	<b>KW</b>		
Merlin Lift Station	CAT	D125	LC600313	125		
<b>Site Address:</b>		<b>City:</b>	<b>State:</b>	<b>Zip Code:</b>	<b>WSECO Store #</b>	
1811 Merlin Loop		Hailey	ID	83333	4	
Service	2024-2025		2025-2026		2026-2027	
	NOVEMBER	MAY	NOVEMBER	MAY	NOVEMBER	MAY
PM1-Inspection & Oil Sample		\$577.65		\$577.65		\$577.65
PM2-Engine Service & Inspect	\$1,018.41		\$1,018.41		\$1,018.41	
Load bank 2 hr		\$785.00		\$785.00		\$785.00
Battery Replacement			\$383.55			
Fuel Sample FSK2	\$350.00		\$350.00		\$350.00	
<b>Total Per Visit</b>	<b>\$1,368.41</b>	<b>\$1,362.65</b>	<b>\$1,751.96</b>	<b>\$1,362.65</b>	<b>\$1,368.41</b>	<b>\$1,362.65</b>
<b>Total Per Year</b>	<b>\$2,731.06</b>		<b>\$3,114.61</b>		<b>\$2,731.06</b>	

**NOTES :** Battery replacement recommended every three years for better reliability replaced last 08-2022 recommend replacing next 11-2025 / Cooling system 09-2022 recommended to be serviced at MINIMUM every 6 years with continued monitoring and includes replacing the coolant, hoses, clamps, seals, gaskets, belts, thermostats and radiator cap associated with the cooling system we will inspect an advise

Customer Equipment #:	Equipment Make:	Equipment Model:	Serial Number:	KW		
River Lift Station	Generac	3348750100	2073320	130		
Site Address:		City:	State:	Zip Code:	WSECO Store #	
1250 Snowfly Dr		Hailey	ID	83333	4	
Service	2024-2025		2025-2026		2026-2027	
	NOVEMBER	MAY	NOVEMBER	MAY	NOVEMBER	MAY
PM1-Inspection & Oil Sample		\$577.65		\$577.65		\$577.65
PM2-Engine Service & Inspect	\$951.27		\$951.27		\$951.27	
Load bank 2 hr		\$790.00		\$790.00		\$790.00
Battery Replacement						
Fuel Sample FSK2	\$350.00		\$350.00		\$350.00	
<b>Total Per Visit</b>	<b>\$1,301.27</b>	<b>\$1,367.65</b>	<b>\$1,301.27</b>	<b>\$1,367.65</b>	<b>\$1,301.27</b>	<b>\$1,367.65</b>
<b>Total Per Year</b>	<b>\$2,668.92</b>		<b>\$2,668.92</b>		<b>\$2,668.92</b>	

**NOTES :** Battery replacement recommended every three years for better reliability customer replace 2024 customer asked that I remove the replacement schedule for now / Cooling system 04-2022 recommended to be serviced at MINIMUM every 6 years with continued monitoring and includes replacing the coolant, hoses, clamps, seals, gaskets, belts, thermostats and radiator cap associated with the cooling system we will inspect an advise

Customer Equipment #:	Equipment Make:	Equipment Model:	Serial Number:	KW		
Water Dept 300kw Portable	CAT	C9 300	NGP00796	300		
Site Address:		City:	State:	Zip Code:	WSECO Store #	
4261 Glenbrook Dr.		Hailey	ID	83333	4	
Service	2024-2025		2025-2026		2026-2027	
	NOVEMBER	MAY	NOVEMBER	MAY	NOVEMBER	MAY
PM1-Inspection & Oil Sample		\$577.65		\$577.65		\$577.65
PM2-Engine Service & Inspect	\$1,240.53		\$1,240.53		\$1,240.53	
Load bank 2 hr		\$960.00		\$960.00		\$960.00
Battery Replacement	\$767.04					
Fuel Sample FSK2	\$350.00		\$350.00		\$350.00	
<b>Total Per Visit</b>	<b>\$2,357.57</b>	<b>\$1,537.65</b>	<b>\$1,590.53</b>	<b>\$1,537.65</b>	<b>\$1,590.53</b>	<b>\$1,537.65</b>
<b>Total Per Year</b>	<b>\$3,895.22</b>		<b>\$3,128.18</b>		<b>\$3,128.18</b>	

**NOTES :** Battery replacement recommended every three years recommended to be replaced next 05-2024 / Cooling system 11-2022 recommended to be serviced at MINIMUM every 6 years with continued monitoring and includes replacing the coolant, hoses, clamps, seals, gaskets, belts, thermostats and radiator cap associated with the cooling system we will inspect an advise

AGREEMENT TOTALS						
SEMI ANNUAL TOTAL	\$7,275.41	\$6,065.04	\$6,891.92	\$6,065.04	\$7,275.41	\$6,065.04
YEARLY TOTAL	\$13,340.45		\$12,956.96		\$13,340.45	
AGREEMENT TOTAL	\$39,637.86					

**Return to Agenda**

**AGENDA ITEM SUMMARY**

**DATE:** 06/10/2024    **DEPARTMENT:** Finance    **DEPT. HEAD SIGNATURE:** MHC

**SUBJECT**    Motion to approve Resolution 2024-\_\_\_\_, authorizing up to 3 new specialty licenses for Resort Cities as allowed by new Idaho Code §23-903c effective July 1, 2024 .

**AUTHORITY:** ✓ ID Code §§ 23-901 and §§23-913    ✓ City Ordinance/Code \_\_ Title 5.04.090  
(IFAPPLICABLE)

**BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:**

The Idaho State Police is requesting Hailey’s intention regarding the utilization of the new legislature by June 15, 2024. See attached letter and Resolution for consideration and adoption.

**FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:**

Caselle

# \_\_\_\_\_  
Budget Line Item # \_\_\_\_\_    YTD Line Item Balance \_\_\_\_\_  
Estimated Hours Spent to Date: \_\_\_\_\_    Estimated Completion Date: \_\_\_\_\_  
Staff Contact: \_\_\_\_\_    Phone # 788-4221- \_\_\_\_\_  
Comments: \_\_\_\_\_

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

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

**RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:**

Motion to approve Resolution 2024-\_\_\_\_, authorizing up to 3 new specialty licenses for Resort Cities as allowed by new Idaho Code §23-903c effective July 1, 2024 .

**ACTION OF THE CITY COUNCIL:**

Date \_\_\_\_\_

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

**FOLLOW-UP:**

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

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

Draft 12-30-03

**CITY OF HAILEY  
RESOLUTION NO. 2024-\_\_\_\_\_**

**RESOLUTION OF THE CITY COUNCIL AND MAYOR FOR THE CITY OF HAILEY AUTHORIZING THE CITY CLERK TO ISSUE A LETTER VERIFYING THEIR APPROVAL OF ISSUANCE OF NOT MORE THAN THREE (3) RESORT CITY RESTAURANT LIQUOR LICENSES PURSUANT TO IDAHO CODE SECTION 23-903c, IN ACCORDANCE WITH THE QUALIFICATIONS, PROOF AND APPROVALS AS STATED THEREIN.**

WHEREAS, the State of Idaho adopted, in accordance with law, Idaho Code Section 23903c, to become effective July 1, 2024, titled Licenses issue to Resort City Restaurants, which statute allows issuance, with priority preferences, of resort city restaurant liquor licenses to the owner, operator or lessee for use qualifying restaurants, and qualifying operations, upon a finding of proof and subject to approval of the mayor and council and,

WHEREAS, the City of Hailey is a qualifying Resort City as provided by Idaho Code Section 50-1044, and

WHEREAS, the Idaho State Police, Alcohol Beverage Control Bureau, directed a letter to the Mayor requesting email response, supported by resolution, specifying the number of resort city restaurant liquor licenses Hailey intended to allow as a prerequisite for applicants to be eligible for the priority waiting list, and

WHEREAS, finding that the public health, safety and welfare is served hereby.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL AND MAYOR FOR THE CITY OF HAILEY AUTHORIZING THE CITY CLERK TO ISSUE A LETTER VERIFYING THEIR APPROVAL OF ISSUANCE OF NOT MORE THAN THREE (3) RESORT CITY RESTAURANT LIQUOR LICENSES PURSUANT TO IDAHO CODE SECTION 23-903c, IN ACCORDANCE WITH THE QUALIFICATIONS, PROOF AND APPROVALS AS STATED THEREIN.**

Passed this \_\_\_\_\_ day of May, 2024

City of Hailey

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

ATTEST:

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

# City of Hailey

115 MAIN STREET SOUTH, SUITE H

HAILEY, IDAHO 83333

(208) 788-4221

Fax: (208) 788-2924

May 29, 2024

Idaho State Police  
Alcohol Beverage Control Bureau  
[Rocky.gripton@isp.idaho.gov](mailto:Rocky.gripton@isp.idaho.gov)

Re: Resort City Restaurant specialty liquor license

Dear Captain Gripton:

The City of Hailey is excited to implement the new legislation effective July 1, 2024 regarding Resort City Restaurant specialty liquor licenses. We have businesses that are interested in this licensing and are looking forward to issuing up to 3 licenses as allowed in Idaho Code §23-903c. The attached Resolution will be considered for adoption by the City Council during their June 10, 2024 meeting.

We are currently planning on having a new Business License Application as well as a new Renewal Application for these specialty liquor licenses so that we may obtain the necessary information called out in the state code.

We will look forward to receiving the form from you regarding any interested applicants and will have it signed by a city official.

Sincerely,



Mary Cone  
Hailey City Clerk

**CITY OF HAILEY  
RESOLUTION NO. 2024-\_\_\_\_\_**

**RESOLUTION OF THE CITY COUNCIL AND MAYOR FOR THE CITY OF HAILEY AUTHORIZING THE CITY CLERK TO ISSUE A LETTER VERIFYING THEIR APPROVAL OF ISSUANCE OF NOT MORE THAN THREE (3) RESORT CITY RESTAURANT LIQUOR LICENSES PURSUANT TO IDAHO CODE SECTION 23-903c, IN ACCORDANCE WITH THE QUALIFICATIONS, PROOF AND APPROVALS AS STATED THEREIN.**

WHEREAS, the State of Idaho adopted, in accordance with law, Idaho Code Section 23-903c, to become effective July 1, 2024, titled Licenses issue to Resort City Restaurants, which statute allows issuance, with priority preferences, of resort city restaurant liquor licenses to the owner, operator or lessee for use qualifying restaurants, and qualifying operations, upon a finding of proof and subject to approval of the mayor and council and,

WHEREAS, the City of Hailey is a qualifying Resort City as provided by Idaho Code Section 50-1044, and

WHEREAS, the Idaho State Police, Alcohol Beverage Control Bureau, directed a letter to the Mayor requesting email response, supported by resolution, specifying the number of resort city restaurant liquor licenses Hailey intended to allow as a prerequisite for applicants to be eligible for the priority waiting list, and

WHEREAS, finding that the public health, safety and welfare is served hereby.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL AND MAYOR FOR THE CITY OF HAILEY AUTHORIZING THE CITY CLERK TO ISSUE A LETTER VERIFYING THEIR APPROVAL OF ISSUANCE OF NOT MORE THAN THREE (3) RESORT CITY RESTAURANT LIQUOR LICENSES PURSUANT TO IDAHO CODE SECTION 23-903c, IN ACCORDANCE WITH THE QUALIFICATIONS, PROOF AND APPROVALS AS STATED THEREIN.**

Passed this \_\_\_\_\_ day of May, 2024

City of Hailey

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

ATTEST:

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



**Return to Agenda**

**AGENDA ITEM SUMMARY**

**DATE:** June 10, 2024     **DEPARTMENT:** Library     **DEPT. HEAD SIGNATURE:** Lyn Drewien

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**SUBJECT**

Motion to approve Resolution 2024-\_\_\_\_, authorizing a Memorandum of Understanding and Collaborative Program Agreement between The Blaine County Hunger Coalition, Inc. and the Hailey Public Library describing their collaboration to host one of the Bloom vehicles as a Summer Food Program site during the summer of 2024.

---

**AUTHORITY:**    ID Code          IAR \_\_\_\_\_          City Ordinance/Code \_\_\_\_\_

---

**BACKGROUND:**

The Hailey Public Library is partnering with The Blaine County Hunger Coalition to host the Bloom Truck on Tuesdays and Thursdays from 1:00 – 2:00 pm beginning June 11 and continuing through August 24, 2024. The Bloom Truck will provide free lunch to any child under the age of 18 and provide an activity for kids during the lunch break. Adults accompanying a child may purchase a lunch for one dollar. The Library has received approval to close the alley each Tuesday and Thursday from 12:30 pm to 2 pm to ensure the safety of all attendees.

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**FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:**

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

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**ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS:**

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

---

**RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:**

Motion to approve Resolution 2024-\_\_\_\_, authorizing a Memorandum of Understanding and Collaborative Program Agreement between The Blaine County Hunger Coalition, Inc. and the Hailey Public Library describing their collaboration to host one of the Bloom vehicles as a Summer Food Program site during the summer of 2024.

---

**FOLLOW UP NOTES:**

**CITY OF HAILEY RESOLUTION 2024- \_\_\_\_**

A RESOLUTION OF THE HAILEY CITY COUNCIL AUTHORIZING THE MEMORANDUM OF UNDERSTANDING AND COLLABORATIVE PROGRAM AGREEMENT OUTLINING THE TERMS AND UNDERSTANDING BETWEEN THE BLAINE COUNTY HUNGER COALITION AND HAILEY PUBLIC LIBRARY TO CONDUCT THE FREE FOOD, FUN AND READING FOR KIDS & TEENS.

WHEREAS, The Blaine County Hunger Coalition and Hailey Public Library are partnering to host the Bloom Truck as part of the Summer Food Program during the summer of 2024; and

WHEREAS, the Blaine County Hunger Coalition and Hailey Public Library agree to collaborate to plan, coordinate, and provide community enrichment activities for youth and teens during summer 2024; and

WHEREAS, the Blaine County Hunger Coalition will prepare and serve food and maintain all aspects of the Bloom vehicle; and

WHEREAS, the Hailey Public Library will accommodate the Bloom truck on the property to serve lunch two times per week throughout the summer, providing chairs and tables; and

WHEREAS, the City of Hailey agrees to supply tables, chairs, and trash receptacles at the polling place, and Blaine County will provide all voting equipment necessary for voting at the emergency facility;

WHEREAS, the term of this Agreement begins June 11, 2024, and concludes August 24, 2024. The parties may extend this agreement with the written consent of both parties.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Hailey, Idaho, to approve the Agreement between the Hailey Public Library and the Blaine County Hunger Coalition.

PASSED AND ADOPTED BY THE HAILEY CITY COUNCIL AND APPROVED BY THE MAYOR THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2024.

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

ATTEST:

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

**Memorandum of Understanding  
June 10- Aug 22 2024**

**Summer Food Program / Bloom**

The Hunger Coalition and Hailey Public Library  
5/29/2024

This Memorandum of Understanding (MOU) sets forth the terms and understanding between The Hunger Coalition and Hailey Public Library in their collaboration to host one of the Bloom vehicles as a Summer Food Program site during the summer of 2024

The Hunger Coalition Responsibilities:

- Will prepare and serve food, provide staff to drive the THC Bloom van, and maintain all aspects of the van.
- Will provide full insurance coverage for the Bloom van and covers all repairs and maintenance costs.
- The kids will have full access to engagement through the library. Staff from both organizations should make every effort to engage with kids during programming.
- Both THC and HPL will inform all staff, volunteers, partners, and donors of the SFP Program that they must receive written permission from a parent prior to taking a picture of a child. Staff members should be the only ones taking photos of the program.
- Will market the Bloom Program as “free food, fun & reading for kids and teens.”
- Both organizations will have the ability to print and distribute flyers as they see fit.
- A commitment to show up on time to all scheduled events with adequate staff or volunteers to manage the activities.
- Will be responsible for scheduling other partner organizations for SFP activities.

Partner Responsibilities:

- The Hailey Public Library will accommodate the Bloom Van on the property to serve lunch two times per week
- The Hailey Public Library will provide their own tables and chairs as needed
- The Hailey Public Library will encourage youth patron participation
- The Hailey Public Library will market the program through means that they best see fit to serve their audience
- Will connect organizational partners who are interested in setting up activities at SFP sites with the THC contact.
- Agreed upon schedule is : June 10 - Aug 24, Tuesdays and Thursdays, 1:00 pm-2:00 pm

THC Contact: Chloe Lichtenberg, [clichtenberg@thehungercoalition.org](mailto:clichtenberg@thehungercoalition.org) office: 208-788-0121,  
Cell:208-450-9313

Hailey Public Library Contact: \_\_\_\_\_ email: \_\_\_\_\_ phone: \_\_\_\_\_

THC Staff signature: Chloe Lichtenberg Date: June 4, 2024

Partner Staff Signature: \_\_\_\_\_ Date: \_\_\_\_\_



## Collaborative Program Agreement (General Terms and Conditions)

This Collaborative Program Agreement (“*Agreement*”) is between The Blaine County Hunger Coalition, Inc. (“*Hunger Coalition*”) and the undersigned organization (“*Collaborator*”). The purpose of this Agreement is to set forth certain general terms and conditions applicable to any collaborative programs and/or community enrichment activities mutually planned, coordinated and/or sponsored by the Hunger Coalition and the Collaborator or in which the Hunger Coalition and Collaborator mutually agree to participate (each, a “*Program*” or collectively, the “*Programs*”).

1. The Hunger Coalition and Collaborator may from time to time mutually agree to participate in one or more Programs. The specifics of any Program, including, without limitation, scheduling, the provision of facilities, vehicles, materials, training, staff, volunteers and participants, and the other duties and responsibilities of the Hunger Coalition and Collaborator with respect to the Program, shall be set forth in a separate, written Memorandum of Understanding (“*MOU*”) mutually agreed upon by the Hunger Coalition and Collaborator prior to the Program but subject to the general terms and conditions set forth herein. In the event of any inconsistency between the terms of this Agreement and any MOU, the terms of this Agreement shall control unless the MOU specifically states an intent to amend or modify this Agreement.

2. Collaborator shall maintain such insurance as may be reasonably requested by the Hunger Coalition from time to time and shall name the Hunger Coalition as an additional insured on such insurance. To the extent any vehicles of Collaborator are used in connection with a Program, including for the transportation of any staff, volunteers or participants, Collaborator shall ensure all drivers of such vehicles are properly licensed and qualified.

3. Prior to any staff member or volunteer of Collaborator participating in a Program, Collaborator shall ensure each such staff member or volunteer shall have first (i) executed a confidentiality and liability waiver and release in such form as shall be provided by the Hunger Coalition; and (ii) for those working with children, been subjected to a background check, including screening with self-disclosure of any felony conviction, child abuse, neglect or sex offense. Any staff or volunteers provided by the Hunger Coalition for a Program shall have undergone a similar background check consistent with the internal policies of the Hunger Coalition.

4. Notwithstanding the presence of any staff or volunteers of the Hunger Coalition, Collaborator shall be solely responsible for the safety, supervision and well-being of any children and adults participating in the activities of Collaborator or otherwise on Hunger Coalition property. For any Programs on Hunger Coalition property, the rules and procedures required by the Hunger Coalition, and the instructions of its staff members, shall be followed by Collaborator, its staff, volunteers and participants at all times.

5. During any Program, Collaborator gives permission to the Hunger Coalition to take photographs and/or videos of the Program activities and to use any such photos or videos, singularly or in conjunction with others and in any format, for advertising, publicity, or other lawful purposes.

6. Collaborator, on behalf of itself and its employees, volunteers, officers, directors, agents, representatives, sponsors, donors and participants (collectively, the “*Releasers*”), hereby releases and agrees to indemnify, hold harmless and covenant not to sue the Hunger Coalition, its employees, officers, directors, agents and/or representatives, participants, sponsors, donors and volunteers, and any owner of

Hunger Coalition property (collectively, the “**Releasees**”), from any and all fault, claims, demands, losses, liability, costs, expenses, including medical expenses and reasonable attorneys’ fees, and legal actions arising out of or related to any Releasor’s involvement or participation in any Program, including, without limitation, any injury, disability, illness, or death that a Releasor may suffer, or loss or damage to person or property, whether arising from the actions or inactions of a Releasor, Releasee or others, the negligence of the Releasees or otherwise, to the fullest extent permitted by law.

7. Nothing contained herein shall be construed to create any relationship between the Hunger Coalition and Collaborator other than that of collaborators, and no party shall have the authority to, and will not, enter into any contract, agreement or other commitment, or incur any obligations or liability, in the name or otherwise on behalf of the other party.

8. This Agreement shall be governed by the laws of the state of Idaho. If any term or provision herein is held to be unenforceable or invalid, the enforceability of the remaining terms and provisions shall not be impaired.

THE HUNGER COALITION

COLLABORATOR

The Blaine County Hunger Coalition, Inc.

\_\_\_\_\_  
Name of Organization

By: Blanca R Green

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

Printed Name: Blanca Romero Green

Printed Name: \_\_\_\_\_

Title: Program and Ops Manager

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

Date: 5/29/2024

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

**Return to Agenda**

**AGENDA ITEM SUMMARY**

**DATE:** 06/10/24

**DEPARTMENT:** PW

**DEPT. HEAD SIGNATURE:** BY

**SUBJECT:** Motion to adopt Resolution 2024-\_\_\_\_, authorizing the Mayor’s signature on an agreement with GGLO, in the amount not to exceed \$37,500, for design services relating to the renovation of Hop Porter Park Phase 1: stage foundation and infrastructure. **ACTION ITEM**

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

**BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:**

The City has been working with GGLO for design services for Hop Porter Park’s Phase 1 renovation which includes a stage and infrastructure. To continue moving forward, GGLO will need approval on the attached Agreement, in the amount of \$37,500.

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

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

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

**RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:**

Motion to adopt Resolution 2024-\_\_\_\_, authorizing the Mayor’s signature on an agreement with GGLO, in the amount not to exceed \$37,500, for design services relating to the renovation of Hop Porter Park Phase 1: stage foundation and infrastructure. **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. 2024-\_\_**

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY  
AUTHORIZING THE EXECUTION OF A CONTRACT FOR SERVICES WITH  
GGLO FOR DESIGN SERVICES RELATED TO HOP PORTER PARK RENOVATION  
PHASE 1: STAGE FOUNDATION AND INFRASTRUCTURE.**

WHEREAS, the City of Hailey has an existing agreement with GGLO, for design services related to the renovation of Hop Porter Park and Bullion Street Promenade; and

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

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

Passed this 10<sup>th</sup> day of June, 2024.

City of Hailey

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

ATTEST:

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

# Authorization For Design Services

**Date:** June 5, 2024  
**Project:** City of Hailey: Hop Porter Park  
**Project No.:** 2024036

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This document constitutes the working agreement and authorizes GGLO to provide design services as described below. Services will be performed and invoiced either on lump sum or on an hourly basis at GGLO’s current hourly rates. The attached Terms of Agreement are incorporated by reference into this Agreement.

**Client:**

City of Hailey  
Authorized Representative: Martha Burke, Mayor

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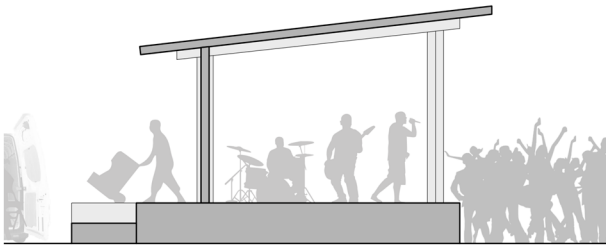
**Project Description:** Phase 1 implementation of the Hop Porter Park Stage per the approved Hop Porter Park & Bullion Street Promenade Master Plan completed by GGLO May 2024 (see figures below). Phase 1 includes the stage base/foundation and infrastructure serving the stage. The scope of work below assumes a slab on grade cast-in-place stage structure with no elevated structural slab.



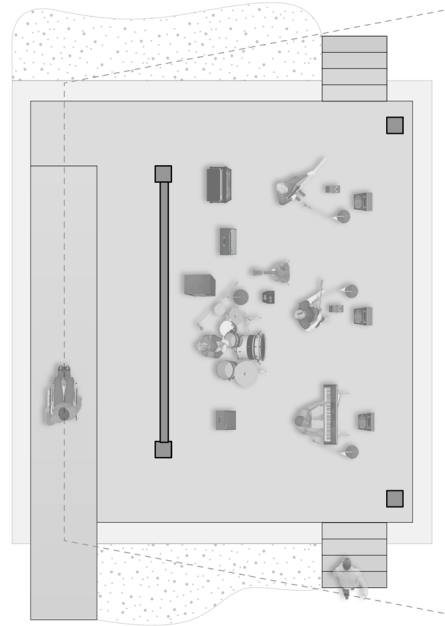
## EVENT STAGE CONCEPT DESIGN

- 26' x 20' stage
- Can accommodate up to an 8-person band
- Raised stage platform (30" high)
- Steps up to stage on the side
- Ramps access provided in the back
- Solid wall backdrop behind performers
- 12 electrical connections needed
- Roof overhead
- Sound directed towards city center, not residential neighborhoods

## CONCEPT SECTION



## CONCEPT PLAN



## Scope of Services of this Authorization:

### Bid Documents

- Kick-Off meeting with City Team (Lisa Horowitz, Brian Yeager) to review deliverables, schedule, approval process.
- Develop Draft Bid Document Package for Stage (base and foundation only), including dimensioned plans, material callouts and details, planting plan and schedule. Irrigation to be design-build, NIC.
- Develop preliminary conceptual design for Stage Canopy as basis for structural design (Stage Canopy to be designed and documented in a later phase, NIC)
- Coordinate with Structural Engineer for preliminary and final engineering of stage including required embeds for future Stage Canopy attachment.
- Update and finalize Bid Document Package for Stage (base and foundation only), including dimensioned plans, material callouts and details, planting plan and schedule. Irrigation to be design-build, NIC.
- Present to Hailey City Council for approval (1 meeting)
- Conduct bi-weekly progress meetings with City Team

Deliverables:

**Draft & Final Bid Set**

- 1. Stage Layout & Materials Plan
- 2. Stage Canopy Sketch/Elevation (Conceptual and for reference only)
- 3. Stage Details
- 4. Structural Plans, Details and Notes (KPFF Structural)
- 5. Planting Plan
- 6. Plant Schedule
- 7. General Notes

**Compensation of this Authorization:**

Task	Terms	Fee	Schedule
Bid Documents (GGLO Landscape Architecture)	Hourly, Estimated	\$20,000	June-August 2024
Bid Documents (KPFF Structural)	Hourly, NTE	\$17,000	June-August 2024
Reimbursable Expenses	Estimated	\$500	
Construction Observation	Hourly, upon request	Not included	Sept-Nov 2024
<b>Total</b>		<b>\$37,500</b>	

\_\_\_\_\_  
Authorized Client Representative

  
\_\_\_\_\_  
GGLO Architecture, Interior Design,  
Landscape Architecture, Planning and Urban Design, LLC.

\_\_\_\_\_  
Date

6/5/2024  
\_\_\_\_\_  
Date

Attachments:      Terms of Agreement

# Terms of Agreement

**Date of Agreement:** June 5, 2024  
**Project:** City of Hailey: Hop Porter Park  
**Project No.:** 2024036

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## I. COMPENSATION

Compensation for Professional Services is billed on an hourly basis or as a percentage of project completion. Compensation for Supplemental Services shall be billed on an hourly basis according to the billing rate schedule below, or as agreed to prior to the commencement of the services.

## II. 2024 HOURLY BILLING RATES

Principal III	\$350
Principal II	\$310
Principal I	\$265
Senior Architect II	\$230
Senior Architect I	\$220
Architect II	\$185
Architect I	\$175
Architectural Designer II	\$155
Architectural Designer I	\$140
Senior Landscape Architect III	\$230
Senior Landscape Architect II	\$215
Senior Landscape Architect I	\$195
Landscape Architect II	\$180
Landscape Architect I	\$165
Landscape Designer II	\$155
Landscape Designer I	\$140
Urban Designer III	\$175
Urban Designer II	\$155
Urban Designer I	\$140
Intern	\$120

The rates and multiples set forth above may be adjusted as required by GGLO compensation practices.

## III. SUBCONSULTANTS

The costs of subconsultants for engineering, model construction, artist’s renderings, etc., when required and authorized by the Owner, shall be billed at a multiple of one and one-tenth (1.10) times the expense incurred by GGLO.

## IV. REIMBURSABLE EXPENSES

Reimbursable expenses are charged in addition to compensation for Professional Services and include printing and reproduction; postage, delivery charges; transportation, air travel, parking; and automobile use. Unless agreed otherwise, reimbursable expenses shall be billed at a multiple of one and one-tenth (1.10) times the expenses incurred by GGLO.

## V. INVOICING AND PAYMENTS

Invoices shall be submitted monthly for services and reimbursable expenses incurred during the preceding month. Services shall be billed on an hourly basis or as a percentage of project completion. Payments are due and payable upon receipt of the invoice by the Owner. Failure of the Owner to notify GGLO in writing of any disputes with the amount of any monthly invoices, within thirty (30) days of receipt by the Owner, shall be considered acceptance of those invoices for payment under this agreement.

Amounts unpaid thirty (30) days after the date of the invoice shall bear interest at the rate of one and one-half percent (1-1/2%) per month, or the maximum amount allowed by law, whichever is less. In addition, GGLO may, after giving written notice to the Owner, suspend services until all amounts due are paid in full, and the Owner shall indemnify, defend and pay any claims and expenses incurred by GGLO resulting from such work stoppage and expenses from collection of amounts past due.

## VI. OTHER CONDITIONS

**1. Limitation of Liability:** The Owner and GGLO have discussed the risks, rewards and benefits of the project and GGLO's total fee for services. The risks have been allocated such that the Owner agrees that, to the fullest extent permitted by law, GGLO's total liability to the Owner for any and all injuries, claims, losses, expenses, damages or claims expenses arising out of this agreement from any cause or causes, shall not exceed the total amount of GGLO's total fee for services rendered on this project. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, or breach of contract.

**2. Design of Alterations:** Inasmuch as the remodeling and/or rehabilitation of an existing structure requires that certain assumptions be made regarding existing conditions, and because some of these assumptions may not be verifiable without expending additional sums of money, or destroying otherwise adequate or serviceable portions of the building, the Owner agrees that, except for negligence on the part of GGLO, the Owner will hold harmless, indemnify and defend GGLO from and against any and all claims, damages and costs arising out of assumptions made regarding existing conditions related to the professional services provided under this Agreement.

**3. Design Without Construction Review:** The Owner understands that there may be misinterpretations of GGLO's plans and specifications during construction which may lead to errors and subsequent damage. In the event that the Owner elects to proceed with the work without GGLO providing regular and on going construction contract administration services, the Owner agrees to indemnify, hold harmless and defend GGLO against any and all claims which may arise out of the acts of a Contractor performing work not in compliance with the intent of the design documents.

**4. Design of Studies:** Because preliminary studies require that assumptions be made regarding existing conditions and some of these assumptions may not be verifiable without expending additional resources, studies are based upon Owner-provided information and are prepared in response to specific program requirements and limitations. Studies are subject to additional site investigation, design development and regulatory review. Information provided in a study is not to be relied upon for any purpose without the express written consent of GGLO. The Owner hereby agrees to hold

harmless, indemnify and defend GGLO from and against any and all claims, damages and costs arising out of professional services provided related to preliminary studies under this agreement.

**5. Ownership of Documents:** The Owner acknowledges GGLO's construction documents as instruments of professional service. All reports, plans, specifications, field data and notes, and other documents, including all documents on electronic media, prepared by GGLO as instruments of service shall remain the property of GGLO. GGLO will provide the Owner with record electronic files of the Contract Documents, conforming to GGLO's standard specifications for software and file format. The Owner agrees, to the fullest extent permitted by law, to indemnify and hold GGLO harmless from any claim, liability or cost (including reasonable attorney's fees and defense costs) arising or allegedly arising out of any use or modification of the construction documents by the Owner or any person or entity that acquires or obtains the plans and specifications from or through the Owner without the written authorization of GGLO.

**6. Termination or Suspension:** If the project is suspended by the Owner for more than 30 consecutive days, GGLO shall be compensated for services performed prior to notice of such suspension. When the project is resumed, GGLO's fees for the remaining services and the time schedules shall be equitably adjusted. In the event of termination not the fault of GGLO, GGLO shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due.

**7. Statute of Limitations:** Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run no later than either the date of Substantial Completion for acts or failures to act occurring prior to Substantial Completion or the date of issuance of the final Certificate for Payment for acts or failures to act occurring after Substantial Completion. In no event shall such statutes of limitations commence to run any later than the date when GGLO's services are substantially completed.

**Return to Agenda**



**AGENDA ITEM SUMMARY**

**DATE:** 06/10/2024

**DEPARTMENT:** CDD/Legal

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

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**SUBJECT:** Final review of Resolution 2024-043, a Resolution approving the Hailey Housing Committee’s top housing recommendation, **The Locals for Accessory Dwelling Units (ADUs) Incentive Program**.  
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**AUTHORITY:**  ID Code 50-203  IAR \_\_\_\_\_  City Ordinance/Code  
(IFAPPLICABLE)

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**BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:** Housing has been one of Hailey’s top priorities for years. With the recent passing of the new ballot measure, which formalized the division of the existing 1% for Air tax in half: 0.5% allocated for Air, and the additional 0.5% allocated for Housing, Hailey formed an 18-person ad hoc committee, the Hailey Housing Committee, to guide, research, and identify creative options in spending the newly created 0.5% for Housing Fund. The goal of this fund is to support creative housing solutions that increase affordable housing in Hailey, with an emphasis on:

- Developing community housing for families living and working in Hailey.
- For all ancillary costs which are associated with the ongoing effort to develop community housing for families living and working in Hailey; and
- Directing costs to collect and enforce the tax, including administrative legal fees.

On March 11, 2024, the Housing Committee presented their top four (4) recommendations to the City Council, as well as the other spending considerations discussed. With support from the Council, the Hailey Housing Committee refined their top recommendation, of which, documents are attached hereto.

On May 28, 2024, the Council considered and approved Resolution 2024-043, a Resolution adopting the top recommendation from the Hailey Housing Committee, **The Locals for Accessory Dwelling Units (ADUs) Incentive Program**. This program, administered by ARCH Community Housing Trust, offers a creative approach to housing, with the goal of increasing the housing supply in Hailey via a monetary incentive to do so. The Locals for ADUs Incentive Program offers two (2) approaches in creating more local housing in Hailey:

- A \$30,000 incentive to develop or construct a new ADU, in conjunction with an existing single-family residence, or
- A \$15,000 incentive to place a Tiny Home on Wheels (THOW) onsite or convert an existing ADU from a short-term rental to a long-term rental.

Both options follow a nine (9) year timeline with associated repayment details if the agreement is terminated prior to the nine-year expiration date. Details have been described in the attached documents.

**Attached Documents:**

1. Resolution 2024-043: Resolution Adopted the Locals for ADUs Incentive Program
2. Final Program Summary
3. Final Program Agreement
4. Final Acknowledgement and Acceptance
5. Final Promissory Note
6. Final Deed of Trust
7. Final Contract for Services with ARCH Community Housing Trust

**Resources:**

- [Hailey Housing Committee Report: Housing Considerations for the 0.5% for Housing LOT](#)

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**FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:** Caselle # \_\_\_\_\_  
Budget Line Item # \_\_\_\_\_ YTD Line-Item Balance \$ \_\_\_\_\_  
Estimated Hours Spent to Date: \_\_\_\_\_ Estimated Completion Date: \_\_\_\_\_  
Staff Contact: Robyn Davis Phone # 788-9815 #2015

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

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

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**RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:**

**Approval:** Final review and motion to approve Resolution 2024-043, a Resolution adopting the Locals for Accessory Dwelling Units (ADUs) Incentive Program, a partnership between the City of Hailey and ARCH Community Housing Trust, to incentivize, create, construct, and convert more housing units in Hailey for locals.

**ADMINISTRATIVE COMMENTS/APPROVAL:**

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

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**ACTION OF THE CITY COUNCIL:**

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

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**CITY OF HAILEY  
RESOLUTION NO. 2024-043**

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY ADOPTING THE LOCALS FOR ACCESSORY DWELLING UNITS (ADUS) INCENTIVE PROGRAM TO BE ADMINISTERED BY ARCH AND AUTHORIZING THE MAYOR TO SIGN A CONTRACT FOR SERVICES THEREFORE.**

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

WHEREAS, the City of Hailey citizens approved the Local Option Tax 0.5% for housing ballot measure approved in May of 2023. The ballot measure dedicated funds generated therefrom to affordable housing projects, to be guided by a community engagement process. The community engagement process resulted in the formation of a citizens committee, whose recommendation concluded with the creation of the Locals for Accessory Dwelling Units (ADUs) Incentive Program, and

WHEREAS, the proposed Locals for Accessory Dwelling Units (ADUs) Incentive Program, in the form described in the attached Program Summary, (with attached Program Agreement, Promissory Note, Deed of Trust, and Acknowledgment and Acceptance of Terms) recognizes the City's goals to create housing within the already platted lots within the City, by directing thirty thousand dollar (\$30,000) or fifteen thousand dollar (\$15,000) conditional grants to lot owners who agree to build, install, or create long-term housing via Accessory Dwelling Units on said lots, and further limit rental of said units to individuals who work in the local economy.

WHEREAS, the City Council finds that the program will serve public health, safety, and welfare.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HAILEY ADOPTS THE LOCALS FOR ACCESSORY DWELLING UNITS (ADUS) INCENTIVE PROGRAM TO BE ADMINISTERED BY ARCH AND AUTHORIZING THE MAYOR TO SIGN A CONTRACT FOR SERVICES THEREFORE.**

Passed this 28<sup>th</sup> day of June, 2024.

City of Hailey

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

ATTEST:

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

# Locals for Accessory Dwelling Units (ADUs) Incentive Program

**Introduction:** The City of Hailey has prioritized creating opportunities for housing, and in May of 2023, voters approved the Local Option Tax 0.5% for housing ballot measure to provide funding, therefore. The ballot measure dedicated funds generated therefrom to local housing projects to be guided by a community engagement process. The community engagement process resulted in the formation of a citizens committee whose recommendation concluded with the creation of The Locals for Accessory Dwelling Units (ADUs) Incentive Program, further described in the summary.

**Executive Summary:** The dedicated tax revenue is expected to generate approximately \$75,000 per year. The program would incentivize construction, installation, or the conversion of Accessory Dwelling Units (ADUs) and limit rental to people who qualify for the previously created “Locals Only” Housing program, by providing a forgivable \$30,000 or \$15,000 grant to Property Owners who build, install, and/or convert such units and restrict rental to qualifying people working in the local economy. The grant would be forgiven after nine (9) years of restricting rental to a qualifying person or persons, and enforced in the interim, by a recorded Program Agreement, Deed of Trust, and Promissory Note. The program is to be operated by ARCH Community Housing Trust on a contract for services basis whereby the LOT tax derived funds would be paid over in exchange for administration.

**Program Description Detail:** The Property Owner agrees to place a ‘**Program Agreement**’ on the property for an initial three-year period. The initial three-year period begins on the day/month/year of the new lease with the qualifying individual. The Property Owner agrees to allow (ARCH) to audit the process of renting the ADU to an Applicant who qualifies under Hailey’s Locals Only Program. To honor the Hailey bond language, at the time the ADU is available for rent, the Property Owner will give priority to Qualified Applicants who are employed within Hailey’s City Limits. If no such Applicant is available at the time of offering the ADU for rent, the Property Owner shall open the rental to Qualified Applicants who work in Blaine County.

**Eligible Units:** All newly constructed ADUs and/or ADUs rented as short-term rentals in the City of Hailey within the last thirty-six (36) months are eligible for this program (beginning May 2021). Said units shall have been approved by the City via Design Review or Administrative Design Review, have been issued a Certificate of Occupancy/Completion/Compliance from the City, and/or, if rented as a short-term rental, shall provide documentation as to Local Option Tax payments. All Tiny Homes on Wheels (THOWs) installed within the last twelve (12) months are eligible for this program (beginning March 2023). Said units shall have been approved by the City via Design Review or Administrative Design Review and have been issued a Certificate of Occupancy/Compliance from the City.

**Annual Audits:** The Property Owner agrees to annual audits conducted by ARCH during the initial three-year period or any additional extensions, to confirm adherence to the terms of the Agreement. The property must be rented to a Qualified Person or Persons for a minimum of nine (9) months during any calendar year. If, during any calendar year, the minimum rental requirement is not met, the Property Owner agrees to extend the agreement for an additional one (1) year until the minimum rental requirement is met. Additionally, if the unit is not rented to a Qualified Person or Persons within sixty (60) days of its vacancy, or if new construction, sixty (60) days after receiving a Certificate of

Compliance/Occupancy from the City of Hailey, the entirety of the grant monies awarded (\$30,000 or \$15,000) must be repaid within thirty (30) days following the 60-day vacancy deadline.

**Next Steps:**

1. At the end of the initial three-year period, and assuming all the rental requirements have been met, and ARCH has satisfactory audits for each of the three (3) years, the Property Owner may exercise one (1) of the following:
  - a. **Extinguish the Program Agreement**
    - i. The Program Agreement will extinguish when the following occurs:
      - a) Repayment of the \$30,000/\$15,000 grant award, as outlined within the Program Agreement, plus a \$375 Administrative fee.
      - b) Once funds are received, ARCH will cause a 'Release of Program Agreement' to be recorded that will clear the Program Agreement from the title to the property.
    - ii. Renew the Program Agreement for an additional three-year period (six years in total):
      - a) The Program Agreement may be renewed for an additional three (3) years. If the Property Owner chooses this option, the Program Agreement will continue and remain as outlined by the Agreement herein.
2. At the end of the initial six-year period, and assuming all rental requirements have been met, and ARCH has satisfactory audits for each of the six (6) years, the Property Owner may exercise one (1) of the following:
  - a. **Extinguish the Program Agreement**
    - i. The Program Agreement will extinguish when the following occurs:
      - a) Repayment of the \$30,000/\$15,000 grant award, as outlined within the Program Agreement, plus a \$375 Administrative fee.
      - b) Once funds are received, ARCH will cause a 'Release of Program Agreement' to be recorded that will clear the Program Agreement from the title to the property.
    - ii. Renew the Program Agreement for an additional three-year period (nine years in total):
      - a) The Program Agreement may be renewed for an additional three (3) years. If the Property Owner chooses this option, the Program Agreement will continue and remain as outlined by the Agreement herein.
3. At the end of the nine-year period, and assuming all rental requirements have been met, and ARCH has satisfactory audits for each of the nine (9) years, no repayment of the grant will be required at the end of Year 9.

**Tiny Home on Wheels (THOWs):** This program would further incentivize the placement of a Tiny Home on Wheels (THOW) on a lot, by providing a forgivable \$15,000 grant to Property Owners who install a THOW and restrict rental to qualifying people working in the local economy. The grant would be forgiven after nine (9) years of restricting rental to a qualifying person or persons, and enforced in the interim, by a recorded Program Agreement, Deed of Trust, and Promissory Note. The program is to be operated by

ARCH Community Housing Trust on a contract for services basis whereby the LOT tax derived funds would be paid over in exchange for administration.

**Short-Term Rental Conversion:** Lastly, this program would further incentivize the conversion of Accessory Dwelling Units (ADUs) from short-term rental to a long-term rental, thereby limiting rental to people who qualify for the previously created “Locals Only” Housing program, by providing a forgivable \$15,000 grant to Property Owners who build such units and restrict rental to qualifying people working in the local economy. The grant would be forgiven after nine (9) years of restricting rental to a qualifying person or persons, and enforced in the interim, by a recorded Program Agreement, Deed of Trust, and Promissory Note. The program is to be operated by ARCH Community Housing Trust on a contract for services basis whereby the LOT tax derived funds would be paid over in exchange for administration.

## **Locals for Accessory Dwelling Units (ADUs) Incentive Program Agreement (Legal Description and Common Address)**

THIS Locals for Accessory Dwelling Units (ADUs) Incentive Program Agreement (“**Agreement**”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 202\_ (“**Agreement Date**”), by and between the ARCH COMMUNITY HOUSING TRUST, an Idaho nonprofit corporation (“**ARCH**”), and \_\_\_\_\_ (“**Owner**” or “**Participant**”), its successors and assigns. ARCH and Owner/Participant may be referred to in this Agreement individually as a “**Party**” or collectively as the “**Parties**”, as warranted under the circumstances. This Agreement is part of an ARCH administered program created by the City of Hailey in furtherance of their policy of promoting diverse housing opportunities throughout the City.

### **RECITALS**

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

B. Owner owns real property within the municipal boundary of the City of Hailey commonly known as \_\_\_\_\_, which is legally described as \_\_\_\_\_ (“**Property**”).

C. On \_\_\_\_\_, \_\_\_\_\_, 2024, the City approved the Locals for Accessory Dwelling Units (ADUs) Incentive Program, (also known as the “Housing Security Program” or the “Program”) which program is made possible due to the Local Option Tax 0.5% for housing ballot measure approved by Hailey voters in May of 2023. The ballot measure dedicated funds generated therefrom to housing projects to be guided by a community engagement process. The community engagement process resulted in the formation of a citizens committee whose recommendation concluded with the creation of the Locals for Accessory Dwelling Units (ADUs) Incentive Program.

D. The Locals for ADUs Incentive Program recognizes the City’s goals to create local housing within the already platted lots within the City, by directing thirty-thousand-dollar (\$30,000) conditional grants to lot owners who agree to build Accessory Dwelling Units, or by directing fifteen-thousand-dollar (\$15,000) conditional grants to lots owners who agree to either place a Tiny Home on Wheels (THOW) on their property, or convert the short-term rental (ADU) to a long-term rental, on said lots and limit rental of said units to individuals who work in the local economy.

E. The Program further stipulates the eligibility of residential units. Eligible Units of the Locals for ADUs Incentive Program include all newly constructed ADUs and/or ADUs rented as short-term rentals in the City of Hailey within the last thirty-six (36) months (beginning May 2021). Said units shall have been approved by the City via Design Review or Administrative Design Review, have been issued a Certificate of Occupancy/Completion/Compliance from the City, and/or, if rented as a short-term rental, shall provide documentation as to Local Option Tax

payments. All Tiny Homes on Wheels (THOWs) installed within the last twelve (12) months are also eligible for this program (beginning March 2023). Said units shall have been approved by the City via Design Review or Administrative Design Review and have been issued a Certificate of Occupancy/Compliance from the City.

F. The Owner/Participant has an interest in real property located within the City of Hailey upon which is allowed by right to construct an Accessory Dwelling Unit and/or place a Tiny Home on Wheels.

G. The City desires Owner to develop, and Owner wishes to develop the Property in conformity with and pursuant to Chapter 17.08D of the Hailey Municipal Code (“HMC”), and other applicable ordinances and regulations unless specifically modified in this Agreement, by construction, placement, and/or conversion of an Accessory Dwelling Unit (ADU) which is referred to herein as the “Project” or “ADU”.

H. The City and Owner both wish to support and maintain a permanent year-round resident population that grows a diverse community where a wide range of demographics, economics, occupations, and family household sizes are served.

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

J. The City has entered into a Contract for Services with ARCH whereby ARCH is authorized, in exchange for a fee, to administer the Locals for Accessory Dwelling Units (ADUs) Incentive Program.

K. ARCH and Owner desire to enter into this Agreement for the purpose of participating in the Locals for Accessory Dwelling Units (ADUs) Incentive Program, whereby the City provides Owner/Participant a forgivable loan in the amount of \_\_\_\_\_.

## AGREEMENT

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

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

**2. Loan.** ARCH shall loan Owner/Participant thirty thousand dollars (\$30,000.00), or fifteen thousand dollars (\$15,000) for purposes of defraying the costs of conversion, placement, and/or construction of an Accessory Dwelling Unit (ADU), which loan shall be payable upon issuance of an occupancy permit upon completion of construction of said ADU. The loan shall be forgiven upon satisfaction of the program requirements after nine (9) years of compliance with the residential use restriction noted herein.

**3. Residential Use Restriction.** This Agreement burdens the property by limiting rental of the ADU, for a period of nine (9) years, to a person or persons qualifying for Hailey’s Locals Only Deed Restriction residence. The unit shall be rented only to a Qualified Person or Persons



wherein at least one (1) natural person resides therein, as his or her principal place of residence, and said person works, at a business, non-profit or government institution, for no less than, an average of thirty (30) hours per week, performs said services in exchange for remuneration, within in Blaine County.

**4. Security Agreements.** The loan shall be evidenced by a Promissory Note and secured by a Deed of Trust, and Participant Agreement, both of which will be recorded and act as a lien on the property. The lien shall be released upon satisfaction of the program requirements after ten (10) years of compliance with the residential use restriction as aforesaid.

**5. Default.** Borrower/Participants shall be in default if they (a) withdraw from the Program, including by renting to a non-qualifying person or persons, or in any other manner, allow a non-qualifying person or persons to reside in the ADU, any time before nine (9) years of restricting rental of the ADU to qualifying local economy participant or participants, (b) sell the Property, (c) transfer the Property to a third party, including a transfer as a result of death or divorce, (d) cause any lien to be asserted or recorded against the Property, or (e) Participants shall also be in default if they, he, she, or they, during the loan application process, gave materially false or inaccurate information or statements to ARCH in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrowers' income and Borrowers' occupancy of the Property as a principal residence.

5.1. For those Owners/Participants who constructed an Accessory Dwelling Unit (ADU) and received a thirty-thousand-dollar (\$30,000) grant, default requires repayment in accordance with the terms of the Program Agreement; in full plus penalty and interest during the initial three (3) year period, after the initial (3) three-year period, but before the end of Year 9. Year 1 repayment shall be \$26,667 plus a \$375 administrative withdraw fee, Year 2 repayment shall be \$18,333 plus a \$375 administrative withdraw fee, Year 3 repayment shall be \$13,333 plus a \$375 administrative withdraw fee, Year 4 repayment shall be \$11,333 plus a \$375 administrative withdraw fee, Year 5 repayment shall be \$9,333 plus a \$375 administrative withdraw fee, Year 6 repayment shall be \$7,333 plus a \$375 administrative withdraw fee, Year 7 repayment shall be \$5,333 plus a \$375 administrative withdraw fee, and Year 8 repayment shall be \$3,333 plus a \$375 administrative withdraw fee. Upon satisfaction of the program requirements after nine (9) years of compliance with the residential use restriction as aforesaid, the thirty-thousand-dollar (\$30,000) grant shall be forgiven.

5.2. For those Owners/Participants who either placed a Tiny Home on Wheels onsite, or converted an Accessory Dwelling Unit (ADU) from a short-term rental to a long-term rental, and received a fifteen-thousand-dollar (\$15,000) grant, default requires repayment in accordance with the terms of the Program Agreement; in full plus penalty and interest during the initial three (3) year period, after the initial (3) three-year period, but before the end of Year 9. Year 1 repayment shall be \$13,333 plus a \$375 administrative withdraw fee, Year 2 repayment shall be \$11,666 plus a \$375 administrative withdraw fee, Year 3 repayment shall be \$9,999 plus a \$375 administrative withdraw fee, Year 4 repayment shall be \$8,332 plus a \$375 administrative withdraw fee, Year 5 repayment shall be \$6,665 plus a \$375 administrative withdraw fee, Year 6 repayment shall be \$4,998 plus a \$375 administrative withdraw fee, Year 7 repayment shall be \$3,331 plus a \$375 administrative withdraw fee, and Year 8 repayment shall be \$1,664 plus a \$375 administrative withdraw fee. Upon satisfaction of the program requirements after nine (9) years of compliance with

the residential use restriction as aforesaid, the fifteen-thousand-dollar (\$15,000) grant shall be forgiven.

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

**7. Term.** The term of this Agreement, subject to conditions above satisfied upon, is ten (10) years of program participation in good standing. However, Owner/Participant reserves the right to terminate, which termination shall be an act of default, triggering mandatory repayment pursuant to the schedule herein enumerated. Upon satisfaction of the program, or default and repayment, participation in the program shall terminate and a deed of release shall be recorded.

**8. Miscellaneous Provisions.**

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

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

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

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

Notices to ARCH shall be addressed as follows:

ARCH Community Housing Trust  
160 Second Street East  
Ketchum, ID 83340  
Hailey, ID 83333  
Attn: Michelle Griffith  
Email: [michelle@archbc.org](mailto:michelle@archbc.org)

Notices given to Owner/Participant shall be addressed as follows:

Attn:  
Email:

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

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

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

g) Recordation and Release. Following mutual execution, and receipt of the loan contemplated by this Agreement, a Deed of Trust and Promissory Note shall be recorded with the Blaine County Recorder. ARCH agrees to execute all appropriate documentation to cause the encumbrance of this Agreement to be released and removed from the public records in the event of termination and repayment as contemplated herein.

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

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

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

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

l) Authority. Each of the persons executing this Agreement represents and warrants that he or she has the lawful authority and authorization to execute this Agreement, as well as all

deeds, covenants, easements, liens, and other documents required hereunder, for and on behalf of the entity executing this Agreement.

m) Choice of Law. This Agreement shall be governed by and construed in accordance with the laws of the state of Idaho, which shall be the sole jurisdiction and venue for any action which may be brought by either Party with respect to this Agreement or the subject matter hereof.

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

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

OWNER / PARTICIPANT

ARCH, Community Housing Trust, an Idaho nonprofit corporation

By: \_\_\_\_\_  
Owner / Participant

By: \_\_\_\_\_  
\_\_\_\_\_, Chair



Recording Requested  
by and When  
Recorded Return to:

City of Hailey  
Attn: Mary Cone, City Clerk  
115 South Main Street  
Hailey, ID 83333

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(Space above Line for Recorder's Use Only)

ACKNOWLEDGEMENT AND ACCEPTANCE OF THE TERMS AND RESTRICTIONS

WHEREAS, Owner/Participant agrees to participate in the Locals for Accessory Dwelling Units (ADUs) Incentive Program and understands such participation will result in a recorded Program Agreement, Deed of Trust, and Promissory Note being placed on the property that restricts rental of the Accessory Dwelling Unit (ADU) to persons qualifying for the Locals Only residential restriction of the Community Housing Unit located at \_\_\_\_\_ (the property), according to the terms and conditions described in the associated Program Agreement recorded on \_\_\_\_\_ as Instrument No. \_\_\_\_\_ records of Blaine County, Idaho.

WHEREAS, the Program Agreement is intended to ensure that the property remains local workforce housing in for the Agreed Period.

NOW, THEREFORE, THE OWNER/PARTICIPANT ACKNOWLEDGES AND ACCEPTS ALL OF THE TERMS AND RESTRICTIONS OF THE PROGRAM AGREEMENT INCLUDING BUT NOT LIMITED TO:

*By placing the Owners/Participants initials where indicated, in the Acknowledgement, the Owner/Participant acknowledges that he/she/they have read and understands the provisions in the Program Agreement.*

Participant's  
Initials

\_\_\_\_\_ Owner/Participant understands that the City of Hailey (administered by ARCH Community Housing Trust) holds an interest in the property which is secured by the Deed of Trust and Promissory Note which describe the distribution of funds upon sale of the property.

\_\_\_\_\_ SECTION 1. RECEIPT OF FUNDS. Owner/Participant acknowledges receipt of \$30,000 (newly constructed ADU) or \$15,000 (Tiny Home on Wheels placement or conversion of an existing short-term rental) and understands the funds are limited to defraying the costs of the conversion, development and/or construction of an Accessory Dwelling Unit on the owner's/participant's property and that said sum represents a loan, conditionally forgivable.

\_\_\_\_\_ SECTION 2. RECITALS AGREEMENT. The Owner/Participant acknowledges the recitals herein above and agrees to be so bound.

SECTION 3 LIMITATION OF USE. The Owner/Participant understands the use and occupancy restrictions, for a period of nine (9) years.

SECTION 4. CLOSING. The Owner/Participant understands that the City of Hailey may charge a fee upon resale.

STATE OF IDAHO )  
 ) ss  
County of Blaine )

On this \_\_\_\_ day of \_\_\_\_\_, 202\_\_, before me, the undersigned, a notary public in and for the State of Idaho, personally appeared \_\_\_\_\_, the manager and authorized representative of \_\_\_\_\_, an Idaho \_\_\_\_\_ company, known to me, or proven to me by oath and identification, to be the person whose name is subscribed to this instrument, and acknowledged to me under oath that he executed the same on behalf of said company.

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

\_\_\_\_\_  
Notary Public  
Residing at \_\_\_\_\_  
My Commission Expires \_\_\_\_\_



**PROMISSORY NOTE**  
**Locals for Accessory Dwelling Units (ADUs) Incentive Program**  
**(DUE UPON SALE / FORGIVABLE AFTER NINE YEARS OF PROGRAM PARTICIPATION)**  
**\$30,000.00/\$15,000.00**

FOR VALUE RECEIVED, \_\_\_\_\_ (hereinafter “Borrower”), whose current address is \_\_\_\_\_ Hailey, Idaho 83333 promise to pay to ARCH Community Housing Trust Inc. (hereinafter “ARCH”), a private 501 C 3 housing developer, located at 160 Second Street East, Ketchum Idaho 83340 Suite 217 the principal sum of Thirty Thousand Dollars and no Cents (\$30,000.00) or a sum of Fifteen Thousand Dollars and no Cents (\$15,000.00) as provided herein.

The loan evidenced by this Due Upon Sale / Forgivable After Nine (9) Years of Program Participation Note (the “Note”) is being made by ARCH to Borrower(s) pursuant to the Locals for Accessory Dwelling Units (ADUs) Incentive Program, the Program Summary as approved by Hailey City Council Resolution No. \_\_\_\_\_, (Program Summary) and the Locals for Accessory Dwelling Units (ADUs) Incentive Program Agreement (Program Agreement). The loan is being made to Borrowers for the purpose of providing financial assistance towards the cost of the conversion, development, and/or construction of an Accessory Dwelling Unit (ADU) located at \_\_\_\_\_, Hailey, Idaho 83333 (hereinafter the “ADU” or “Property”) and described in the Deed of Trust of even date herewith.

In consideration of the mutual promises herein, the Borrowers agree as follows:

**Payment.** The entire indebtedness is due and payable upon any sale or transfer of ownership or title of the Property or upon any event of default as defined herein. The entire indebtedness shall be payable at the office of ARCH at the address set forth above, or any other place as ARCH may designate in writing. This note is assignable at the sole discretion of ARCH if the successor at interest, upon sale or transfer of ownership, to the property desires to remain in the program, and to execute any documents ARCH may require. Repayment in full, plus penalty and interest, if the participant opts out of the program during the initial three (3) year period as more specifically described in the Program Agreement.

**Default.** Borrower/Participants shall be in default if they (a) withdraw from the Program, including by renting to a non-qualifying person or persons, or in any other manner, allow a non-qualifying person or persons to reside in the ADU, any time before nine (9) years of restricting rental of the ADU to qualifying local economy participant or participants, (b) sell the Property, (c) transfer the Property to a third party, including a transfer as a result of death or divorce, (d) cause any lien to be asserted or recorded against the Property, or (e) Participants shall also be in default if they, he, she, or they, during the loan application process, gave materially false or inaccurate information or statements to ARCH in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrowers’ income and Borrowers’ occupancy of the Property as a principal residence.

- 1.1. Default requires repayment in accordance with the terms of the Program Agreement. For those Owners/Participants who constructed an Accessory Dwelling Unit (ADU) and received a thirty-thousand-dollar (\$30,000) grant, default requires repayment in accordance with the terms of the Program Agreement; in full plus penalty and interest during the initial three (3) year period, after the initial (3) three-year period, but before the end of Year 9. Year 1 repayment shall be \$26,667 plus a \$375 administrative withdraw fee, Year 2 repayment shall be \$18,333 plus a \$375 administrative withdraw fee, Year 3 repayment shall be \$13,333 plus a \$375 administrative withdraw fee, Year 4 repayment shall be \$11,333 plus a \$375 administrative withdraw fee, Year 5 repayment shall be \$9,333 plus a \$375 administrative withdraw fee, Year 6 repayment shall be \$7,333 plus a \$375 administrative withdraw fee, Year 7 repayment shall be \$5,333 plus a \$375 administrative withdraw fee, and Year 8 repayment shall be \$3,333 plus a \$375 administrative withdraw fee. Upon satisfaction of the program requirements after nine (9) years of compliance with the residential use restriction as aforesaid, the thirty-thousand-dollar (\$30,000) grant shall be forgiven.
- 1.2. For those Owners/Participants who installed a Tiny Home on Wheels on the lot, or converted an Accessory Dwelling Unit (ADU) from a short-term rental to a long-term rental and received a fifteen-thousand-dollar (\$15,000) grant, default requires repayment in accordance with the terms of the Program Agreement; in full plus penalty and interest during the initial three (3) year period, after the initial (3) three-year period, but before the end of Year 9. Year 1 repayment shall be \$13,333 plus a \$375 administrative withdraw fee, Year 2 repayment shall be \$11,666 plus a \$375 administrative withdraw fee, Year 3 repayment shall be \$9,999 plus a \$375 administrative withdraw fee, Year 4 repayment shall be \$8,332 plus a \$375 administrative withdraw fee, Year 5 repayment shall be \$6,665 plus a \$375 administrative withdraw fee, Year 6 repayment shall be \$4,998 plus a \$375 administrative withdraw fee, Year 7 repayment shall be \$3,331 plus a \$375 administrative withdraw fee, and Year 8 repayment shall be \$1,664 plus a \$375 administrative withdraw fee. Upon satisfaction of the program requirements after nine (9) years of compliance with the residential use restriction as aforesaid, the fifteen-thousand-dollar (\$15,000) grant shall be forgiven.

**Miscellaneous.**

All parties to this Note, whether principal, surety, guarantor, or endorser, hereby waive presentment for payment, demand, protest, and notice of dishonor.

SIGNED this \_\_\_\_ day of \_\_\_\_\_, 2024.

**PARTICIPANT / BORROWER:**

**ARCH Community Housing Trust**

BY: \_\_\_\_\_

BY: \_\_\_\_\_  
Michelle Griffith, Executive Director

**DEED OF TRUST**  
**\$30,000/\$15,000**

THIS DEED OF TRUST (Security Instrument) is made on \_\_\_\_\_ 202\_\_\_\_.

\_\_\_\_\_ (hereafter referred to as Borrower). The trustee is Blaine County Title Company, whose address is 360 Sun Valley Road, Ketchum, ID 83340 (Trustee). The beneficiary is ARCH Community Housing Trust and whose address is 160 Second Street East, Ketchum Idaho 83340 Suite 217 (Beneficiary) Borrower is Indebted Beneficiary for the sum of thirty thousand dollars (\$30,000), or fifteen thousand dollars (\$15,000), or in such lesser amount as may be disbursed from time to time pursuant to the terms herein, (hereafter Indebtedness). This Indebtedness is evidenced by Borrower's Promissory Note (Note) dated the same date as this Security Instrument, including all amendments thereto, which provides for payments, with the full obligation, if not paid earlier, in accordance with the Note, payment in full shall be due on the date the Improvement is sold or otherwise transferred by borrow unless approved by Beneficiary in advance of such sale or transfer or a default occurs under the repayment of the Indebtedness evidenced by the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of the Security Instrument; and (c) the performance of Borrowers covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the Improvement described in Attachment "A" attached hereto (the improvement)

**IMPROVEMENTS ADDRESS:**

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the Improvement. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in the Security Instrument as the Improvement.

BORROWER COVENANTS that the Borrower is lawfully seized of the state hereby conveyed and has the right to grant and convey the Improvement and that the Improvement is unencumbered, except for encumbrances of record. The Borrower warrants and will defend generally the title to the Improvement against all claims and demands, subject to any encumbrances of record.

- 1. Payment of Principal and Interest; Prepayment and Late Charges.** The Borrower shall promptly pay when due to the principle of and interest on the Indebtedness evidenced by the Note and any prepayment and late charges due under the Note.
- 2. Funds for Taxes and Insurance.** Subject to applicable law, if requested by Beneficiary, and no other permitted senior loan requires otherwise, Borrower shall pay to Beneficiary on the day such payments as are due under the Note, until the Note is paid in full, a sum (Funds) for : (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Improvement; (b) yearly leasehold payments or ground rents on the Improvement, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any, (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to

DEED OF TRUST: Locals for ADUs Incentive Program

Beneficiary, if any, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items". Beneficiary may, at any time, collect and hold funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrowers escrow account under the Federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. 2601 et seq. (RESPA), unless another law that applies to the funds sets a lesser amount. If so, the beneficiary may, at any time, collect and hold funds in an amount not to exceed the lesser amount. A beneficiary may estimate the amount of funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

If the foregoing applies, the Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentally, or entity or in any Federal Home Loan Bank. The beneficiary shall apply the Funds to pay the Escrow Items. Beneficiary may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Beneficiary pays Borrower interest on the Funds and applicable law permits Beneficiary to make such a charge. However, Beneficiary may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Beneficiary in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, the beneficiary shall not be required to pay the borrower any interest or earnings on the Funds. Borrower and Beneficiary may agree in writing, however, that interest shall be paid on the funds. The beneficiary shall give to the Borrower, without charge, an annual accounting of the funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by the Beneficiary exceed the amounts permitted to be held by applicable law, the Beneficiary shall account to borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by the Beneficiary at any time is not sufficient to pay the Escrow Items when due, Beneficiary may so notify the borrower in writing, and, in such case, the Borrower shall pay to Beneficiary the amount necessary to make up the deficiency. The Borrower shall make up the deficiency in no more than twelve monthly payments, at the Beneficiary's sole discretion.

Upon payment in full of all sums secured by this security Instrument, the Beneficiary shall promptly refund to borrower any funds held by Beneficiary. If under Paragraph 22, beneficiary shall acquire or sell the Improvement, Beneficiary, prior to the acquisition or sale of the Property, shall apply any funds held by beneficiary at the time of acquisition or sale as a credit against the sums secured by this security Instrument.

- 3. Application of Payments.** Unless applicable law provides otherwise, all payments received by Beneficiary under paragraphs 1 and 2 shall be applied: first to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to any interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. **Charges; Liens.** The Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Improvement which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to beneficiary all notices of amounts to be paid under this paragraph. If the Borrower makes these payments directly, Borrower shall promptly furnish to Beneficiary receipts evidencing the payments.

Except as approved by the Beneficiary in writing, borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Beneficiary; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Beneficiary's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to beneficiary subordinating the lien to this Security Instrument. If Beneficiary determines that any part of the Improvement is subject to a lien, not previously approved by Beneficiary, which may attain priority over this Security Instrument, beneficiary may give Borrower a notice identifying the lien. The borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. **Hazard or Property Insurance.** The Borrower shall keep the improvements now existing or hereafter erected on the property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or the amounts and for the periods that Beneficiary requires. The insurance carrier providing the insurance shall be selected by the borrower subject to Beneficiary's approval which shall not be unreasonably withheld. If borrower fails to maintain coverage described above, beneficiary may, at the Beneficiary's option, obtain coverage to protect Beneficiary's rights in the property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Beneficiary and shall include a standard mortgage clause. The Beneficiaries shall have the right to hold the policies and renewals. If the Beneficiary requires, the Borrower shall promptly give to the Beneficiary all receipts of paid premiums and renewal notices. In the event of loss, the Borrower shall give prompt notice to the insurance carrier and the Beneficiary. The Beneficiary may make proof of loss if not made promptly by the Borrower.

Unless the Beneficiary and the Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and the Beneficiary's security is not lessened. If the restoration or repair is not economically feasible or beneficiary's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to borrower. If the Borrower abandons the Improvement or does not answer within 30 days a notice from the Beneficiary that the insurance carrier has offered to settle a claim, then the Beneficiary may collect the insurance sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless beneficiary and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of any payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Improvement is acquired by Beneficiary, Borrower's right to any insurance policies and proceeds resulting from damage to the Improvement prior to the acquisition shall pass to Beneficiary to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

**6. Occupancy, Preservation, Maintenance and Protection of the Improvement.** The Borrower's Loan Application; Leaseholds. The Borrower occupies or shall occupy, establish, and use the Improvements as Borrower's principal residence within thirty days after the execution of the Security Instrument and shall continue to occupy the Improvement as Borrower's principal residence or pay all such amounts as may become due under the terms of the Note, unless Beneficiary otherwise agrees in writing, based on the terms of the Note, as reasonably determined by the Beneficiary. The Borrower shall not destroy, damage, or impair the Improvement, allow the Improvement to deteriorate, or commit waste on the property. The Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in the Beneficiary's good faith judgement could result in forfeiture of the Improvement or otherwise materially impair the lien such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in beneficiary's good faith determination, precludes forfeiture of the Borrower's interest in the Improvement or other material impairment of the lien created by this Security Instrument or beneficiary's security interest. Borrower shall also be in default if the Borrower, during the loan application process, gave materially false or inaccurate information or statements to Beneficiary (or failed to provide Beneficiary with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's income and Borrower's occupancy of the Improvement as a principal residence. If this Security Instrument is on a leasehold, the Borrower shall comply with all the provisions of the lease. If the Borrower acquires fee title to the property, the leasehold and the fee title shall not merge unless the Beneficiary agrees to the merger in writing.

**7. Protection of the Beneficiary's Rights in the Property.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Beneficiary's rights in the Improvement (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Beneficiary may do and pay for whatever is necessary to protect the value of the Improvement and beneficiary's rights in the Improvement. The Beneficiary's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees, and entering on the Improvement to make repairs. Although the Beneficiary may act under this paragraph 7, the Beneficiary does not have to do so.

Any amounts disbursed by the Beneficiary under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Beneficiary agree to other

terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Beneficiary to Borrower requesting payment.

- 8. Mortgage Insurance.** If the Beneficiary required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Beneficiary lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Beneficiary. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Beneficiary each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. The Beneficiary will accept, use, and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of beneficiary, if mortgage insurance coverage (in the amount and for the period that Beneficiary requires) provided by an insurer approved by Beneficiary again becomes available and is obtained. The Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Beneficiary or applicable law.
- 9. Inspection.** The Beneficiary or its agent may make reasonable entries upon and inspections of the Improvement. Beneficiary shall give Borrower notice at the time of or prior to inspection specifying reasonable cause for the inspection.
- 10. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Improvement, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to the Beneficiary.

In the event of a total taking of the Improvement, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to borrower. In the event of a partial taking of the Improvement in which the fair market value of the Improvement immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless the Borrower and beneficiary otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Improvement immediately before the taking. Any balance shall be paid to the Borrower. In the event of a partial taking of the Improvement in which the fair market value of the Improvement immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and beneficiary otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Improvement is abandoned by Borrower, or if, after notice by beneficiary to Borrower that the condemner offers to make an award or settle a claim for damages, borrower fails to respond to beneficiary within 30 days after the date the notice is given, Beneficiary is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Improvement or to the sums secured by this Security Instrument, whether or not then due.

Unless Beneficiary and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the payments referred to in paragraphs 1 and 2 or change the amounts of such payments.

- 11. Borrower Not Release: Forbearance By Beneficiary Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Beneficiary to any successor in interest of the Borrower shall not operate to release the liability of the original borrower or Borrower's successors in interest. Beneficiary shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Beneficiary in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.
- 12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Beneficiary and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Improvement under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Beneficiary and any other borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.
- 13. Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to the Borrower. The Beneficiary may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to borrower. If a refund reduces principal, the reduction will be treated as a partial repayment without any prepayment charge under the Note.
- 14. Notices.** Any notice to the Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another



method. The notice shall be directed to the property address, or any other address Borrower designates by notice to Beneficiary. Any notice to the Beneficiary shall be given by first class mail to Beneficiary's address stated herein or any other address Beneficiary designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Beneficiary when given as provided in this paragraph.

**15. Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Improvement is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this security Instrument and the Note are declared to be severable.

**16. Borrower's Copy.** The Borrower shall be given a confirmed copy of the Note and of this Security Instrument.

**17. Transfer of the Improvement or a Beneficial interest in Borrower.** If all or any part of the Improvement or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Beneficiary's prior written consent, beneficiary may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by the Beneficiary if exercise is prohibited by federal law as of the date of this Security Instrument.

If Beneficiary exercises this option, Beneficiary shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If the Borrower fails to pay these sums prior to the expiration of this period, the Beneficiary may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

**18. Borrower's Right to Reinstate.** If the Borrower meets certain conditions, the Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such period as applicable law may specify for reinstatement) before sale of the Improvement pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that the Borrower: (a) pays Beneficiary all sums which then Would be due under this Security Instrument and the Note as if no acceleration had occurred; 9b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorney's fees; and (d) takes such action as Beneficiary may reasonably require to assure that the lien of this Security Instrument, Beneficiary's rights in the Improvement and Borrower's obligation to pay the Indebtedness secure by this Security Instrument shall continue unchanged. Upon reinstatement by the Borrower, this Security Instrument and Indebtedness secured hereby shall remain fully effective as if no acceleration had

occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

**19. Sale of Note; Change of Loan Service.** The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to the Borrower. A sale may result in a change in the entity known as the "Loan Servicer") that collects any payment due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer, the Borrower will be given written notice of the change in accordance with Paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payment should be made. The notice will also contain any other information required by applicable law.

**20. Hazardous Substances.** The Borrower shall not cause or permit the presence, use, disposal, storage, or release of any hazardous substances on the property or in the Improvement. The Borrower shall not do, nor allow anyone else to do, anything affecting the property that is in violation of an Environmental law. The preceding two sentences shall not apply to the presence, use, or storage on the property of small quantities of hazardous substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the property.

The Borrower shall promptly give the Beneficiary written notice of any investigation, claim, demand, lawsuit, or other action by any governmental or regulatory agency or private party involving the property and any Hazardous Substance or Environmental law of which borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or their remediation of any Hazardous Substance affect the property is necessary, the Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the State of Idaho that relate to health, safety, or environmental protection.

**21. Events of Default.** Any material default or breach or violation of any provision of the Deed of Trust, or any default under the Note shall be an Event of Default under this Deed of Trust. An additional Event of Default is defined to include if borrower (a) ceases to occupy the Improvement as his / her principal residence; (b) sells the Improvement; (c) transfers the Improvement to a third party, including a transfer as a result of death or divorce; (d) rents the Improvement for any reason; or (e) refinances the Improvement, and Beneficiary determines, at its sole option, that the principal amount owed and accrued interest are due and payable.

**22. Acceleration Remedies.** The Beneficiary shall give notice to borrower prior to acceleration following any Event of Default by Borrower (but not prior to acceleration under paragraph 17 unless applicable laws provide otherwise.) Beneficiary shall provide notice that shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Improvement. The notice shall result in acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Beneficiary at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by applicable law. The Beneficiary shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If the Beneficiary invokes the power of sale, Beneficiary shall execute or cause Trustee to execute written notice of the occurrence of an event of default and of Beneficiary's election to cause the Improvement to be sold and shall cause such notice to be recorded in each county in which any part of the Improvement is located. Beneficiary or Trustee shall mail copies of the notice as prescribed by applicable law to Borrower and to other persons prescribed by applicable law. The Trustee shall give public notice of sale to the persons and in the manner prescribed by applicable law. After the time required by applicable law, Trustee, without demand on Borrower, shall sell the Improvement at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. The Trustee may postpone sale of all or any parcel of the property by public announcement at the time and place of any previously scheduled sale. Beneficiary or its Designee may purchase the Improvement at any sale.

The Trustee shall deliver to the purchaser Trustee's deed conveying the Improvement without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including but not limited to reasonable Trustee's and attorneys' fees (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

**23. Reconveyance.** Upon payment of all sums secured by this Security Instrument, the Beneficiary shall request Trustee to reconvey the Improvement and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. The Trustee shall reconvey the Improvement without warranty and without charge to the person or persons legally entitled to it. Such person or persons shall pay any recording costs.

**24. Substitute Trustee.** The Beneficiary may, for any reason or cause, from time to time remove the Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance

of the Improvement, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by applicable law.

**25. Area and Location of Property.** Either the property is not more than twenty (20) acres in area, or the property is located within an incorporated city or village.

**26. Subordination.** The Beneficiary and Borrower acknowledge and agree that this Security Instrument is subject and subordinate in all respects to the liens, terms, covenants and conditions of a prior deed of trust constituting a first lien on the Improvement, and if approved in advance by Beneficiary such subordination may extend to a second lien on the Improvement, (collectively such first lien and second lien are referred to as, the "Permitted Senior Deed of Trust") provided the proceeds of the loan(s) which is secured by the Permitted Senior Deed of Trust was used exclusively for acquisition of the Improvement, and to all advances heretofore made or which may hereafter be made pursuant to the Permitted Senior Deed of Trust, including all sums advanced for the purpose of (a) protecting or further securing the lien of the Permitted Senior Deed of Trust, curing defaults by the Borrower under the permitted Senior Deed of Trust, or (b) constructing, renovating, repairing or fixturing the Improvement. The terms and provisions of the Permitted Senior Deed of Trust are paramount and controlling, and they supersede any other terms and provision hereof in conflict therewith. In the event of a foreclosure or deed in lieu of foreclosure of the Permitted Deed of Trust, any provisions herein or any provisions in any other collateral agreement restricting the use of the Improvement to low-or-moderate-income households or otherwise restricting the Borrower's ability to sell the Improvement shall have no further force or effect on subsequent owners or purchasers of the Improvement. Any person, including his / her successors or assigns (other than the borrower or a related entity of the borrower) receiving title to the Improvement through a foreclosure or deed in lieu of foreclosure of the Permitted Deed of Trust shall receive the title to the Improvement free and clear from such restrictions.

Further, if the beneficiary under the Permitted Senior deed of trust (the Senior Lien Holder) acquires title to the Improvement pursuant to a deed in lieu of foreclosure, the lien of the Security instrument shall automatically terminate upon the Senior Lien Holder's acquisition of title, provided that (i) the Beneficiary has been given at least 60 days written notice of a default under the Permitted Senior deed of Trust and (ii) the beneficiary shall not have cured the default under the Permitted Senior deed of Trust, or diligently pursued curing the default as determined by Senior Lien Holder, within the 60-day period provided in such notice sent to the Beneficiary.

**27. Restrictive Covenants.** This Security Instrument restricts the use of the Improvement and is in consideration of the Indebtedness as evidenced by the Security Instrument from ARCH to Borrower. Indebtedness, as evidenced through the Due Upon Sale Deed of Trust Note, can only be made to the Borrower if the Borrower promises to comply with the restrictions and requirements set forth under the Program Agreement.

In consideration of the Indebtedness and of the mutual covenants and understandings set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledge, ARCH and Borrower agree as follows:

- A. Compliance / Borrower Occupied Requirement.** The Borrower shall maintain the Improvement as Borrower-occupied, single family residential property for residential purposes only or so long as any or all of the Indebtedness is unpaid and outstanding, whichever is later.
- B. Borrower Occupied.** If at any time the Improvement ceases to be the principal residence of the Borrower, whether through sale of the Improvement or otherwise, then the entire amount of the Indebtedness will be immediately due and payable to ARCH without demand.
- C. No Transfer.** Borrower promises that the Improvement may not be sold, transferred or title to the Improvement be conveyed and Borrower promises that the entire balance due on the Indebtedness will be due and payable upon sale or transfer. If Borrower fails to pay these sums upon sale, transfer or conveyance of Improvements, ARCH may invoke any remedies permitted by law or this Security Instrument without further notice or demand on Borrower.
- D. Abandonment.** If the Borrower leaves the Improvement unoccupied for a continuous thirty (30) day period and fails to pay utilities and or mortgage payments, absent circumstance of the Borrower's grave illness or death, the Improvement will be deemed Abandoned for the purposes of this Security Instrument, Upon ARCH's determination that the Improvement has been abandoned, ARCH will deliver Borrower a written Notice of Abandonment, in the manner prescribed in Paragraph 14 of this Security Instrument, at the property address and at any other address Borrower has provided ARCH for receipt of notice. The Owner will have thirty (30) days from receipt of ARCH's Notice of Abandonment to remedy the utilities and or mortgage payment deficiencies, or Borrower shall become immediately liable for full repayment of the balance of the Indebtedness.

**28. Riders to this Security Instrument.** If one or more are executed by Borrower and recorded together with this Security instrument, the covenants, and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the riders were a part of this Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

BORROWER:

BY: \_\_\_\_\_

BY: \_\_\_\_\_

DEED OF TRUST: Locals for ADUs Incentive Program

**CITY OF HAILEY IDAHO - CONTRACT FOR SERVICES  
LOCALS FOR ACCESSORY DWELLING UNITS (ADUS) INCENTIVE PROGRAM  
ARCH COMMUNITY HOUSING TRUST**

THIS AGREEMENT is in effect from \_\_\_\_\_, 2024, to \_\_\_\_\_, 2025 by and between the City of Hailey, Idaho, a body corporate and politic and a subdivision of the State of Idaho, hereinafter referred to as “The City” and ARCH Community Housing Trust, a non-profit corporation, Blaine County, Idaho, hereinafter referred to as “ARCH”.

RECITALS:

1. The City of Hailey instituted contemporaneous with this Agreement the Locals for Accessory Dwelling Units (ADUs) Incentive Program designed to create, place, and/or convert ADU units to be leased only to participants in the local economy.
2. The City wishes to contract with ARCH for the management of the units created by the program.

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

AGREEMENT

- A. TERM: This Agreement shall be in full force and effect upon execution. The contract period will be from \_\_\_\_\_, 2024, to \_\_\_\_\_, 2025.
- B. RENEWAL. Consideration for services shall be reviewed on a yearly basis by both parties, after an annual accounting/audit of the program.
- C. SERVICES. ARCH will work with the program participant, together with City Staff to onboard the participant, review program summary, agreement, acknowledgement, and loan documents. Once a participant is committed to the program, ARCH will issue loan proceeds, assure all Program Agreement documents are executed, recorded, and released as required by the program and applicable law.
- D. LEASE AGREEMENT. The parties agree that the property owner/participant shall prepare a lease for rental of the ADU unit, of which will be reviewed by ARCH for consistency with the goals of the program and fair housing laws.
- E. PAYMENTS. The City agrees to compensate ARCH three hundred dollars (\$300) per unit annually, after a unit is placed in service. ARCH will receive payment of the full loan amount, to be passed through to an approved Qualified Participant, simultaneously with the unit being put into service. In the event of program withdraw by default, any repaid funds shall be redeployed into the program for future units or administrative costs. If an enforcement investigation occurs outside of normal verification, the City will pay ARCH seventy-five dollars (\$75) per hour plus attorney’s fees where applicable and when incurred.
- F. RENT. All rent shall be managed by the property owner.
- G. TENANT SELECTION PROCESS. The property owner will select tenants and provide documentation (pay stubs, letter from employer, or other) demonstrating conformance with the program.

H. Retention of Records. ARCH agrees to retain all financial records, supporting documents, statistical reports, client or membership records and contracts, property records, minutes, correspondence, and all other accounting records or written materials pertaining to this Agreement for three (3) years following the expiration or termination of this Agreement.

I. Default and Remedies. If either the ARCH or Hailey, after written notice, shall default in the performance or observance of any term, covenant, or condition of this Agreement and if the defaulting party shall not cure or remedy such default with reasonable dispatch within a period not exceeding fifteen (15) days, then the non-defaulting party may pursue any rights it may have by law, statute, ordinance or otherwise, including but not limited to termination of the Agreement. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall not preclude nor waive its rights to use any or all other remedies.

J. Miscellaneous Provisions.

A. Notices. All notices to be served pursuant to this Agreement or which are served with regard to this Agreement shall be sent by certified mail, return receipt, to the parties at the following addresses:

City of Hailey	ARCH Community Housing Trust
115 Main St. So. STE H	P.O. Box 1292
Hailey, Idaho 83333	Ketchum, Idaho 8334

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

K. Independent Contractor. The City of Hailey and ARCH hereby agree that ARCH shall perform the Services exclusively as an independent contractor and not as an employee or agent of The City. The Parties do not intend to create through this Agreement any partnership, corporation, employer/employee relationship, joint venture or other business entity or relationship other than that of independent contractor. ARCH, its agents and employees, shall not receive nor be entitled to any employment-related benefits from The City including without limitation, workers compensation insurance, unemployment insurance, health insurance, retirement benefits or any benefit that Hailey offers to its employees. ARCH shall be solely responsible for the payment of all payroll and withholding taxes for amounts paid to ARCH under this Agreement and for ARCH's payments for work performed in performance of this Agreement by ARCH, its agents and employees; and ARCH hereby releases, holds harmless and agrees to indemnify The City from and against any and all claims or penalties, including without limitation any penalty, which in any manner relate to or arise from any failure to pay such payroll or withholding taxes.

L. Non-Assignment. This Agreement may not be assigned by or transferred by ARCH, in whole or in part, without the prior written consent of The City.

M. Hold Harmless Agreement. ARCH shall indemnify, defend and save and hold harmless The City, its officers, agents, and employees, from and against any and all claims, loss, damages, injury or liability, including but not limited to, the misapplication of The City funds, state or federal anti-trust violations, personal injury or death, damages to property, liability arising out of the use of materials, concepts, or processes protected by intellectual property rights and liens of workmen and material men, howsoever caused, resulting directly or indirectly from the performance of the Agreement by

the ARCH.

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

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

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

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

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

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

T. Attorney's Fees. In the event either party hereto is required to retain counsel to enforce a provision of this Agreement, to recover damages resulting from a breach hereof or if either party defaults in the performance of this Agreement, the prevailing party shall be entitled to recover from the other party all reasonable attorney's fees incurred herein or on appeal.

U. Conflict of Interest. No officer or director of ARCH who has decision making authority either by himself or by vote, and no immediate family member of such individual, shall have a direct pecuniary interest in any contract or subcontract for work to be performed in connection with this Agreement. ARCH shall incorporate or cause to be incorporated in all such contracts, a provision prohibiting such interest pursuant to this provision.

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

**CITY OF HAILEY**

**ARCH COMMUNITY HOUSING TRUST**

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

\_\_\_\_\_  
ARCH Board Chair

ATTEST:

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



**Return to Agenda**

**AGENDA ITEM SUMMARY**

**DATE:** 06/10/2024 **DEPARTMENT:** Community Development **DEPT. HEAD SIGNATURE:** RD

**SUBJECT:** Motion to approve and authorize the Mayor’s signature on Resolution 2024-\_\_\_\_\_, a resolution approving the Community Housing and Maintenance Agreements appurtenant the LIDO Apartment Homes project, by LIDO Equity Group – Idaho North, LLC, and located at Lots 1-14, Block 85, Parcel EE, Woodside Subdivision #24 and Lot 1, Block 67, Woodside Subdivision #18 (940 Winterhaven Drive) within the Limited Business (LB) Zoning District.

**AUTHORITY:**  ID Code \_\_\_\_\_  IAR \_\_\_\_\_  Hailey Municipal Code Title 17, PUD (IFAPPLICABLE)

**BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:** On \_\_\_\_\_, the Council considered and approved Resolution 2022-\_\_\_\_\_, a resolution authorizing the approval of the proposed Planned Unit Development (PUD) Application and associated PUD Agreement wherein LIDO Equity Group – North Idaho, LLC, proposed to construct 104 residential units located in twelve (12) apartment buildings. The Applicant proposed project amenities and requested waivers to Hailey’s subdivision and/or zoning regulations. The following amenities/waivers were requested:

1. Waiver to the maximum density permitted in the zone district to include a density bonus of nineteen (19) additional residential units, of which, twelve (12) units would be rent-restricted units at 100% of Area Median Income (“AMI”). The rent-restricted units included a mix of 1-, 2- and 3-bedroom units.
2. Waiver to the maximum building height permitted in the zone district from thirty-five (35) feet to a maximum building height of forty (40) feet.

The proposed project amenities and waivers were approved by Council on \_\_\_\_\_. Now, with the project mostly complete, Staff and the Applicant are requesting Council approval of the associated Community Housing and Maintenance Agreements, both of which will ensure the Community Housing units remain at 100% AMI in perpetuity, and all interior and public right-of-way infrastructure - sidewalks and/or pathways, landscaping and irrigation, and other site elements be maintained as outlined via the attached Public Right-of-Way Maintenance Agreement.

**Attachments:**

- Community Housing Agreement: Lido Apartment Homes
- Maintenance Agreement: Lido Apartment Homes
- City Council Findings of Fact: Lido Apartment Homes PUD Application approval (January 3, 2022)

<b>FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:</b>	Caselle # _____
Budget Line Item # _____	YTD Line-Item Balance \$ _____
Estimated Hours Spent to Date: _____	Estimated Completion Date: _____
Staff Contact: Robyn Davis	Phone # 788-9815 #2015

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

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

**RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:** Motion to approve and authorize the Mayor’s signature on Resolution 2024-\_\_\_\_\_, a resolution approving the Community Housing and Maintenance Agreements appurtenant the LIDO Apartment Homes project, by LIDO Equity Group – Idaho North, LLC, and located at Lots 1-14, Block 85, Parcel EE, Woodside Subdivision #24 and Lot 1,

Block 67, Woodside Subdivision #18 (940 Winterhaven Drive) within the Limited Business (LB) Zoning District.

-----  
**ADMINISTRATIVE COMMENTS/APPROVAL:**

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

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**ACTION OF THE CITY COUNCIL:**

**Motion Language:**

**Approval:** Motion to approve and authorize the Mayor’s signature on Resolution 2024-\_\_\_\_\_, a resolution approving the Community Housing and Maintenance Agreements appurtenant the LIDO Apartment Homes project, by LIDO Equity Group – Idaho North, LLC, and located at Lots 1-14, Block 85, Parcel EE, Woodside Subdivision #24 and Lot 1, Block 67, Woodside Subdivision #18 (940 Winterhaven Drive) within the Limited Business (LB) Zoning District.

-----  
Date \_\_\_\_\_

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

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**FOLLOW-UP:**

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

Copies (all info.): Copies

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

**CITY OF HAILEY**  
**RESOLUTION NO. 2024-\_\_\_\_\_**

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY  
AUTHORIZING THE EXECUTION OF A COMMUNITY HOUSING AGREEMENT  
AND A PUBLIC RIGHT-OF-WAY MAINTENANCE AGREEMENT RELATED TO  
THE DEVELOPMENT OF LIDO APARTMENT HOMES (LOT 1, BLOCK 67,  
WOODSIDE SUBDIVISION #18, AND LOTS 1-14, BLOCK 85 & PARCEL EE,  
WOODSIDE SUBDIVISION #24)**

WHEREAS, the City of Hailey has approved the Design Review of Lido Apartment Homes on January 24, 2022 (Finding of Fact signed February 7, 2022), and

WHEREAS, that approval included requirement provision of twelve (12) community housing units, and the associated improvements to the site, including management, upkeep, and various obligations with respect to maintenance of sidewalks and/or pathways, landscaping, street trees, irrigation, snow removal and electrical, within the development of Lido Apartment Homes, which is located within the City; 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 Community Housing Agreement and Public Right-of-Way Maintenance Agreement related to the development of Lido Apartment Homes.

Passed this \_\_\_\_ day of \_\_\_\_\_, 2024.

City of Hailey

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

ATTEST:

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

Recording Requested By and  
When Recorded Return to:

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

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**LIDO APARTMENT HOMES  
COMMUNITY HOUSING DEED RESTRICTION COVENANT**

This COMMUNITY HOUSING DEED RESTRICTION COVENANT(S) (“Covenants”) is made and is effective as of the first day of recording of the Covenant (“Effective Date”), by and between **LIDO EQUITIES GROUP-IDAHO NORTH LLC**, an Idaho limited liability company (“Lido”) (“Declarant” or “Owner”), its successors and assigns (all “Purchaser(s)” of the described real property in perpetuity, also hereinafter referred to as “Owner”) and the **CITY OF HAILEY**, an Idaho municipal corporation, (“HAILEY” or “the City of Hailey”), and or its assigns, forever affecting title to only those twelve (12) Community Units (“Community Unit”) identified below which are located on the real property commonly referred to as Lido Apartment Homes at 940 Winterhaven Drive and legally described as Lots 1-14, Block 85, Parcel EE, Woodside Subdivision #24, and Lot 1, Block 67, Woodside Subdivision #18., The Community Units A104, B101, C101, D101, D104, E102, F101, G201, G301, I101, J204, and K102, which are located on the above-described real property are encumbered also by a certain Planned Unit Development Agreement (Lido Apartment Homes, also referred to hereinafter as the “Planned Unit Development or PUD”).

**Section 1: Background.**

1.1 This Community Housing Restriction Covenant is entered into on or about the 30<sup>th</sup> day of May 2024 and recorded with the Blaine County Recorder of Deeds as Instrument #above stamped.

1.2 The purpose of this deed restriction covenant is to encumber title to real property such that the “owner” shall limit occupancy of the Community Unit to only those individuals and/or families, and/or alternatively to otherwise “qualified residents,” “qualified households,” and “qualified tenants” as hereinafter defined, earning no more than one hundred (100) percent Area Median Income.

1.3 Declarant and HAILEY hereby agree the Community Units shall be exclusively and permanently dedicated for tenancy and residence by a Qualified Resident, Qualified Household, and/or Qualified Tenant as outlined in this Covenant.

1.4 This Covenant is intended to restrict occupancy of a Community Unit to a Qualified Resident, Qualified Household, and/or Qualified Tenant earning no more than one hundred (100) percent Area Median Income, as defined herein below.

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

## **Section 2: Definitions.**

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

2.2 An "Owner" is either Declarant during Declarant's initial ownership of the Property, or a subsequent purchaser of the Property who rents the Property to a qualified household.

2.3 The Community Units include only that portion of real property described above. For purposes of this Covenant, the Community Units shall include, without limitation, all estates, rights, title, and interest in and to the Community Units, at law and in equity, and all buildings, structures, appurtenances, improvements, and fixtures associated therewith or attached thereto from time to time.

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

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

2.6 "Qualified Resident" means a person earns no more than one hundred (100) percent Area Median Income. The area median income will be determined per the NOVOGRADAC rent and income limit calculator in the state of Idaho specifically Blaine County.

2.7 "Qualified Tenant" is a person or group of people, being a Qualified Resident and household as above defined, meeting and in full compliance with the qualifications and conditions set forth herein, by virtue of employment in Blaine County as set forth herein above, earning no more than one hundred (100) Area Median Income, and who intends to rent the premises as his or her principal place of residence.

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

## **Section 3: Use & Occupancy Restrictions, Maintenance and Repair Requirements.**

3.1 The Community Units shall be leased to or occupied by a Qualified Tenant and be at all times occupied by Qualified Residents. At least one (1) Qualified Resident shall continuously occupy the property as his or her principal place of residence. No portion of the Community Unit may ever be used for short-term or vacation rental purposes.

3.2 Resident shall not use or allow the Community Unit to be used for any business or commercial operation without first obtaining a home occupation permit or otherwise complying with all laws, rules, regulations and permits pertaining to such activities. Furthermore, no business or commercial

operation shall be conducted on the Community Unit which materially interferes with or precludes the Community Unit's use and occupancy as a residence. The Community Unit shall not be used as a "recreational" or "second home".

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

3.4 Any post-purchase construction on, alteration of, or change to the existing state of the Community Unit, including the addition of a new structure, expansion of an existing structure, or the substantial alteration of existing interior or exterior improvements, including landscaping, is subject to the following conditions: (a) all costs shall be borne and paid for by the Owner; (b) all work shall be performed in a manner consistent with the highest construction standards and shall comply with all applicable laws and regulations; (c) all work shall be consistent with the permitted uses set forth in this section;

#### **Section 4: Transfer of Possession. & Compliance Verification**

4.1 Upon transfer of possession, occupancy and tenancy is intended to be hereby restricted.

4.2 The owner agrees to notify HAILEY, within 30 Days in writing each time any community unit becomes vacant.

The owner shall make the selection of any qualified household to occupy a Community Unit(s). Each community unit provided for under this agreement shall be administered by the owner including tenant selection, lease-up, rent collection, property maintenance and eviction procedures, amongst others.

The owner shall verify each prospective qualified household eligibility using the eligible households income tax return, and/or W-2's and/or 1099, rental application, bank records/government income and shall require from each eligible household a signed statement that the information provided is true and correct.

The Owner shall provide all applicable documents for the qualified tenant(s) upon request from HAILEY.

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

#### **Section 5: Sale Closing.**

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

## **Section 6: Indemnity, Waiver and Release.**

6.1 Owner acknowledges and agrees that HAILEY, its agents, employees and contractors, are not making, have not made and expressly disclaim any representations or warranties, express or implied, with respect to any buyer or occupant and/or with respect to any aspect, feature or condition of the Community Unit including, without limitation, the existence of hazardous waste, the suitability of the property for owner's intended use, owner's ability to sell the Community Unit or in a timely fashion or to rent the same at any particular rental amount, for any length of time or in a timely fashion. Owners, buyers, and occupants shall independently verify all information and reports regarding any aspect or feature of the property. HAILEY does not guarantee the accuracy of any information or reports provided by HAILEY, its agents, employees, or contractors. To the fullest extent permitted by law, owners, buyers, and occupants release HAILEY from any and all liability relating to any aspect or condition of the Community Units, known or unknown, foreseeable, or unforeseeable, actual, or contingent, arising by statute, common law or otherwise.

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

6.3 HAILEY shall not be liable for injury or damage which may be sustained by the person, goods, wares, merchandise or property of owner, or any occupants or invitees to the Community Unit, or any other person in or about the same caused by or resulting from fire, steam, electricity, gas, water or rain, freezing, or leakage, obstruction or other defects of the pipes, sprinklers, wires, appliances, plumbing, air condition, lighting fixtures or other aspect or features thereof.

## **Section 7: Default.**

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

7.2 Inspection. In order to ensure compliance with the provisions of this Covenant, HAILEY, by its authorized representative, may inspect the Community Units between the hours of 8:00 AM and 5:00 PM, Monday through Friday, or at such other time as may be agreed to by Owner and HAILEY, after providing the Owner with not less than forty-eight (48) hours' prior written notice.

7.3 Administrative Procedure. Upon receipt of a notice of default and prior to the expiration of the



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

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

#### **Section 8: Remedies.**

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

- a) Seek specific performance of this Covenant.
- b) Perform any work, pay any amounts due, or complete any duties or obligations of Owner and otherwise exercise any self-help remedies.

#### **Section 19: Notices.**

9.1 All notices given pursuant to this Covenant shall be in writing and shall be given by personal service, by United States certified mail or by United States express mail or other established express delivery service (such as Federal Express) with signature confirmation required, postage or delivery charge prepaid, addressed to the appropriate party at the address set forth below. If a notice is delivered to Owner by personal service or by United States express mail or other established express delivery service (such as Federal Express), such notice may be delivered to the Community Unit. If a notice must be given to a person other than one designated below or otherwise sent to Owner, such notice shall be sent to the person and address shown on the then current real property tax rolls of the county in which the Community Unit is located. All notices given to the appropriate party shall be sent to the address set forth below:

To Declarant: Lido Equities Group - Idaho North, LLC  
218 N Canon Drive, STE C  
Beverly Hills, CA 90210-5308  
Attn. Jeffrey Edward Smith  
Email: jesmith@lidoeq.com

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

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

9.2 For the purpose of this Covenant, the term "receipt" shall mean the earlier of any of the following:  
(i) the date of delivery of the notice or other document to the address specified pursuant to Section 13.1 as shown

on the return receipt, (ii) the date of actual receipt of the notice or other document by the person or entity specified pursuant to 13.1, or (iii) in the case of refusal to accept delivery or inability to deliver the notice or other document, the earlier of (a) the date of the attempted delivery or refusal to accept delivery, (b) the date of the postmark on the return receipt, or (c) the date of receipt of notice of refusal or notice of non-delivery by the sending party.

#### **Section 10: General Provisions.**

10.1 Runs with the Land, Termination. The covenants, conditions and restrictions of this Covenant shall run with and bind the Community Units and shall inure to the benefit of and shall be enforceable by HAILEY, its legal representatives, successors and assigns in perpetuity, unless an instrument in writing (Notice of Termination of Covenant), signed by then Owners of the Community Units and HAILEY or any successor in interest. The termination shall be effective upon recordation of the Notice of Termination.

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

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

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

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

10.6 This Covenant may only be amended by a written agreement signed by Declarant, or a subsequent owner, and HAILEY..

10.7 Paragraph or section headings within this Covenant are inserted solely for convenience of reference, and are not intended to, and shall not govern, limit or aid in the construction of any terms or provisions contained herein. The parties to this Covenant, and Owners, agree to execute such further documents and take such further actions as may be reasonably required to carry out the provisions and intent of this Covenant or any agreement or document relating hereto or entered into in connection herewith.

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

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

CITY OF HAILEY

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

Martha Burke, Mayor

DECLARANT/OWNER:

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

Jeffrey Edward Smith, Member

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles

On May 30, 2024 before me, Teresa D. Scott, Notary Public

personally appeared Jeffrey Edward Smith

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal and/or Stamp Above

Signature Teresa D. Scott
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Cipo Apt. Homes Community Housing Deed Restr. Covs

Document Date: Number of Pages:

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name:
Corporate Officer - Title(s):
Partner - Limited General
Individual Attorney in Fact
Trustee Guardian or Conservator
Other:
Signer is Representing:

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

On this \_\_\_\_ day of \_\_\_\_\_, in the year 2024, before me, the undersigned Notary Public, personally appeared Martha Burke, known or identified to me to be the Mayor of the City of Hailey, an Idaho municipal corporation, that executed the within instrument or the person(s) who executed the instrument on behalf of said body, and acknowledged to me that such body authorized the same.

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

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

STATE OF IDAHO )  
 ) ss  
County of Blaine )

On this \_\_\_\_ day of \_\_\_\_\_, 2024, before me, the undersigned, a notary public in and for the State of Idaho, personally appeared \_\_\_\_\_, the manager and authorized representative of \_\_\_\_\_, an Idaho \_\_\_\_\_ company, known to me, or proven to me by oath and identification, to be the person whose name is subscribed to this instrument, and acknowledged to me under oath that he executed the same on behalf of said company.

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

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

**RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:**

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

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(space above line for Recorder's use)

**MAINTENANCE AGREEMENT**

**Lido Equities Group Idaho North, LLC (LIDO Apartment Homes – Lot 1, Block 67,  
Woodside Subdivision #18 and Lots 1-14, Block 85 & Parcel EE, Woodside Subdivision  
#24)**

THIS AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between, City of Hailey, Idaho (the “City”) and Lido Equities Group Idaho North, LLC (the “Owner”), it’s successors and or assigns.

**RECITALS**

WHEREAS, the City is a municipal corporation possessing powers granted to municipalities under the applicable provisions of the Idaho Code, including the power to contract; and

WHEREAS, the Owner is the entity charged with the management and upkeep of the Lido Apartment Homes (“the Development”) located within the City of Hailey, State of Idaho; and

WHEREAS, the Lido Apartment Homes has been developed in accordance with the terms and conditions as outlined in the Hailey Municipal Code; and

WHEREAS, the Owner, pursuant to an entitlement process, including a subdivision platting process, Planned Unit Development and Design Review Applications, conditional approval of which required this Agreement, which is intended to run with the land, be perpetual, and bind heirs and assigns, and

WHEREAS, pursuant to the terms of this Maintenance Agreement, the Owner will assume various obligations with respect to snow removal within the Development and adjoining pathways, or rights-of-way, which are situated within the City’s right-of-way (collectively, the “Maintenance Obligations”) and as shown in the attached exhibit, Exhibit A.

WHEREAS, reflecting upon Title 12: Streets, Sidewalks and Public Spaces, Chapter 12.16: Encroachments Permits, this Agreement shall act in-lieu of an Encroachment Permit, and shall satisfy the processes and procedures of Encroachment Permits addressed therein.

WHEREAS, the Parties wish to memorialize the extent and ongoing perpetual nature of the Maintenance Obligations as set forth herein;

NOW, THEREFORE, in consideration of the above stated facts and objectives, and for other valuable consideration, the receipt of which is hereby acknowledged, it is hereby agreed as follows:

## **TERMS AND CONDITIONS**

### **1. Sidewalks and/or Pathways within City Right-of-Way, or located on City-Owned Property:**

- A. The Owner shall clear snow, consistent with the City's adopted Standard Operating Procedures for snow removal in effect at the time of removal, from all sidewalks and/or pathways constructed as part of the Development, which are located within the City's right-of-way (hereafter "Sidewalks and/or Pathways") as soon as reasonably possible, before each City snow plowing operation along the street adjacent to the Sidewalk and/or Pathways, and shall be responsible for removal and disposal of snow at the Owner's expense should said effort not occur immediately before the City plowing operations. During snow removal operations, the removal of snow shall be cast within the development, and not within the City's right-of-way.
- B. The Owner shall cause all Sidewalks and/or Pathways to be swept and cleared of debris at least once each Spring after the snow melts, and as reasonably requested by the City as required to keep clean of debris.
- C. The Owner shall be solely responsible for all Maintenance Obligations associated with the Sidewalks and/or Pathways, at a level consistent with City practices or with the maintenance of the remainder of the Common Area maintained by the Owner, whichever is greater. Notwithstanding the foregoing, nothing in this Agreement shall create an obligation on the Owner to repair or replace the Sidewalks and/or Pathways at the end of their lifecycle. That said, the Owner shall be responsible for any damages caused thereto as a result of Owner's activities.

### **2. Landscaping and Irrigation within City Right-of-Way:**

- A. The Owner shall, at its sole expense, maintain landscaping and irrigation including but not limited to, grass, trees and shrubs, and irrigation lines, near and within the Development, which may be located within the City's right-of-way, in a good and healthy condition and in accordance with at least the minimum standards provided in "Private Trees" of the City's Tree Ordinance, Hailey Municipal Code, Chapter 12.20, as the same may be amended from time to time. Irrigation lines, which are located within the City's right-of-way, shall also be maintained in a good and healthy condition and in accordance with at least the minimum standards provided in "Storm

Drainage and Irrigation Pipe” of the Hailey Municipal Code, Chapter 18.08: Street and Drainage Construction, as the same may be amended from time to time.

- B. The Owner shall, at its sole expense, maintain it in good condition, and repair and replace, as appropriate, the irrigation system installed within the City’s Right-of-Way. Said irrigation system will utilize City potable water, however, it will be delivered and billed through the Owner’s metered water account.
  - C. The City hereby grants the Owner a license to be on, over and under its right-of-way for the limited purposes of carrying out its Maintenance Obligations as they relate to landscaping and irrigation, as set forth herein. Any activities within the public right-of-way in excess of the Maintenance Obligations stated herein, or any actions that disturb the surface of the hardscape materials while performing said Maintenance Obligations, shall require advance notification to the City, and approval of such activities.
3. **Maintenance Obligations:** The Maintenance Obligations may be contracted to third-party providers by the Owner, but all costs associated therewith shall be the sole responsibility of the Owner.
  4. **Term:** The Owner’s Maintenance Obligations hereunder shall be perpetual, so long as this Agreement remains in effect, and shall be a covenant running with the common area included within the Development, and the terms and provisions hereof shall inure to the benefit of and be binding upon all owners of the real property within the Development and their respective heirs, personal representatives, successors, and assigns.
  5. In the event the Owner fails to meet the Maintenance Obligations and does not cure such failure within thirty (30) days after written notice from City, default or failure, or in the case of a breach which is incapable of being cured within a thirty (30) day time period, Owner fails within thirty (30) days after written notice from City to commence to cure the same and thereafter to prosecute the cure of such breach with due diligence and continuity, the City shall have the right, but not the obligation, to take over the Maintenance Obligations and to place a lien on the Owner’s Assessment receipts to cover the costs of such Maintenance Obligations which the Owner has failed to perform. So long as the Owner is not in breach of this Agreement, the City shall NOT have the right to assume the Maintenance Obligations without the express written consent of the Owner.
  6. In the event either party hereto retains an attorney to enforce any of the rights, duties and obligations arising out of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party reasonable attorney fees at the trial and appellate levels and, whether or not litigation is actually instituted.
  7. This Agreement shall be governed by, construed, and enforced in accordance with the laws and decisions of the State of Idaho. The venue shall be in the District Court of the Fifth Judicial District of the State of Idaho.



8. This Agreement shall not be changed or terminated orally. It is understood and agreed by the parties hereto that there are no verbal promises or implied promises, agreements, stipulations or other representations of any kind or character pertaining to the Landscaping and Irrigation, other than as set forth herein.

# Exhibit A: Site Plan – Lido Apartment Homes







## FINDINGS OF FACT, CONCLUSIONS OF LAW AND DECISION

On January 24, 2022, the Hailey City Council considered and approved a Planned Unit Development by Lido Equity Group Idaho North, LLC, represented by Michael McHugh of Pivot North Design, for a 104-unit project consisting of twelve (12) apartment buildings ranging in two – three stories in height on 4.27 acres, with a request for waivers and proposed benefits. The proposed project is located at Lots 1-14, Block 85, Parcel EE, Woodside Subdivision #24 and Lot 1, Block 67, Woodside Subdivision #18 (940 Winterhaven Drive) within the Limited Business (LB) Zoning District. The following waivers are requested:

1. Waiver to the maximum density permitted in the zone district to include a density bonus of nineteen (19) additional residential units of which twelve (12) units would be rent-restricted units at 100% of Area Median Income (“AMI”). The rent-restricted units will include a mix of 1-, 2- and 3-bedroom units.
2. Waiver to the maximum building height permitted in the zone district from thirty-five (35) feet to a maximum building height of forty (40) feet.
  - i. The Planning and Zoning Commission recommended for approval by the Hailey City Council a waiver to the maximum building height from thirty-five (35) feet to a maximum building height of thirty-eight (38) feet on December 6, 2021; however, Applicant is requesting the increase to forty (40) feet to allow for the redesign of the sewer system, as requested by the City. The proposed sewer system will connect via Copper Ranch Lane instead of Woodside Boulevard and Winterhaven Drive. To provide adequate cover over the sewer mainline, the finish road grade was raised. No changes to the building height from the finish floor elevations are proposed.

The Hailey City Council enters these Findings of Fact, Conclusions of Law and Decision.

## FINDINGS OF FACT

**Notice:** Notice for the public hearing was published in the Idaho Mountain Express on January 5, 2022 and mailed to property owners within 300 feet on January 5, 2022. Onsite Notice was posted on the property on January 14, 2022.

**Application:** The Applicant, Lido Equity Group Idaho North, LLC, is proposing a Planned Unit Development represented by Michael McHugh of Pivot North Design, for 104 apartment units located in twelve (12) buildings ranging in two – three stories in height with a request for waivers and proposed benefits. The project is proposed on a 4.27-acre site is located at Lots 1-14, Block 85, Parcel EE, Woodside Subdivision #24 and Lot 1, Block 67, Woodside Subdivision #18 (940 Winterhaven Drive) within the Limited Business (LB) Zoning District. The following waivers are requested:

1. Waiver to the maximum density permitted in the zone district to include a density bonus of nineteen (19) additional residential units of which twelve (12) units would be rent-restricted units at 100% of Area Median Income (“AMI”). The rent-restricted units will include a mix of 1-, 2- and 3-bedroom units.

2. Waiver to the maximum building height permitted in the zone district from thirty-five (35) feet to a maximum building height of forty (40) feet.
  - i. The Planning and Zoning Commission recommended for approval by the Hailey City Council a waiver to the maximum building height from thirty-five (35) feet to a maximum building height of thirty-eight (38) feet on December 6, 2021; however, Applicant is requesting the increase to forty (40) feet to allow for the redesign of the sewer system, as requested by the City. The proposed sewer system will connect via Copper Ranch Lane instead of Woodside Boulevard and Winterhaven Drive. To provide adequate cover over the sewer mainline, the finish road grade was raised. No changes to the building height from the finish floor elevations are proposed.

Under the PUD, the Applicant plans to offer 12 units would be rent-restricted units at 100% of Area Median Income (“AMI”). The rent-restricted units will include a mix of 1, 2- and 3-bedroom units to help address some of the current housing concerns in the city.

The Applicant is proposing to increase the residential units from 80 units in the original proposal to 104 units. Eighty-five (85) units are permitted outright in the LB Zone District governing this site. Under the PUD Application, the Applicant plans to offer 12 of the units as deed-restricted community housing units, to be offered at 100% Area Median Income (AMI) to help address some of the current housing concerns in the city. Staff and the Applicant studied the site plan in developing a recommendation for increased density. The logic to the increased density is as follows:

- The proposal contains 12 buildings. It was straightforward to add one additional one-bedroom unit to each of the 12 buildings with only minor changes to the overall site design and building footprint.
- The design as reviewed during the Preapplication Design Review included two-story buildings only. The LB Zone District allows for three-story buildings. Lido Apartment Homes is requesting a maximum building height allowance of 40’, to allow for a limited number of three-story buildings with pitched roofs, and to accomplish a sewer main connection via the Copper Ranch development as requested by staff. Of the 12 buildings proposed, three (3) buildings would be increased to three stories in height. The three (3) buildings which are requesting the height waiver contain a total of 36 residential units. These buildings are located in various locations within the site, as further described herein.
- Drawing A-11 shows the distribution of the community housing units, which are integrated throughout the site.

**Waivers requested:**

Chapter 17.10.040: Developer Benefits allows for the request of modifications or waivers of zoning and subdivision requirements. The following items are modifications and waivers requested as a part of this application:

1. Waiver to the maximum density permitted in the zone district (85 units permitted) outlined in 17.05.040, District Use Matrix, to include a density bonus of 19 additional residential units of which 12 units would be rent-restricted units at 100% of Area Median Income (“AMI”). The rent-restricted units will include a mix of 1, 2- and 3-bedroom units.
2. Waiver to Section 17.05.040, District Use Matrix, maximum building height permitted in the Limited Business Zone district of thirty-five (35) feet to a maximum building height of forty (40) feet.

The PUD Ordinance requires the following Amenities: **Each PUD shall provide one or more of the following amenities, commensurate with the size and density of the development, and commensurate with the modifications requested by the applicant, to ensure a public benefit.** The list of “one or more” includes an open-ended standard: **I.12, Other Amenities: Other project amenities and/or benefits to the community that are found, by recommendation of the commission and approval of the council, to promote the purpose of this chapter and the goals and objectives of the comprehensive plan.**

The applicant is proposing the twelve rent-restricted units under Section I.12, above. The following is the definition of Community Housing Unit:

*COMMUNITY HOUSING UNIT: 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.*

<b>Standards of Evaluation</b>	
<b>17.10.030: General Requirements:</b>	
<b>A.</b>	The minimum gross size for properties that may be developed as a PUD is one (1) acre, except in the Business and Limited Business zoning districts within the Central Business District, the minimum gross size shall be 18,000 square feet. All land within the development shall be contiguous except for intervening streets and waterways.
<b>Staff Comments</b>	<i>The proposed PUD site is 4.27 acres. The Council found that this standard has been met.</i>
<b>B.</b>	A tract or parcel of land proposed for PUD development must be in one (1) ownership or the subject of an application filed jointly by the owners of all property included.
<b>Staff Comments</b>	<i>The parcels are in one ownership. The Council found that this standard has been met.</i>
<b>C. Area Development Plan:</b>	
	<b>C.1</b> When the owner of Contiguous Parcels is required to obtain PUD approval for any portion of the Contiguous Parcels, an Area Development Plan shall be submitted and approved. The Commission and Council shall evaluate the following basic site criteria and make appropriate findings of fact:
<b>Staff Comments</b>	<i>The entire site is proposed for PUD approval. The developer owns the adjacent site to the north (Copper Ranch), which is developed, with the exception of the last phase. The developer is also proposing an amendment to the Coper Ranch PUD, in which the developer makes a time commitment for completion or removal of the incomplete building foundations in Phase 6. The Council found that this standard has been met.</i>
	<b>C.1.a</b> Streets, whether public or private, shall provide an interconnected system and be adequate to accommodate anticipated vehicular and pedestrian traffic.
<b>Staff Comments</b>	<i>Pursuant Section 15.12.030. D104.3, two (2) access roads are required and shall be arranged so that a point on each access lane is a distance apart equal to not less than</i>

	<p><i>one-half of the length of the maximum overall diagonal dimension of the building to be served, measured in a straight line between accesses. As is, the parking access lane does not comply with this standard and the Fire Chief recommends an additional through-connection via Copper Ranch Lane. The existing Copper Ranch Lane is a fire access lane and a through-connection is desired. This recommendation has been made a Conditions of Approval of the Design Review. The project is proposing to connect to Winterhaven Drive with two (2) access points. The Council supports the connection into Copper Ranch Lane, as it interconnects neighborhoods, and avoids a new curb cut on an arterial. The Council found that this standard has been met.</i></p>
<b>C.1.b?</b>	<p><b>Non-vehicular circulation routes shall provide safe pedestrian and bicycle ways and provide an interconnected system to streets, parks and green space, public lands, or other destinations.</b></p>
<b>Staff Comments</b>	<p><i>The project contains a series of walkways that connect buildings to open space and green areas. It may be desirable to connect pedestrian paths to Copper Ranch also. The applicant wishes to discuss with the Commission the deletion of the perimeter pathway in lieu of landscape screening that has been mentioned in public comment letters. Note that if this path is retained, the northern section is located on city-owned land, and would require a maintenance agreement.</i></p> <p><i>The perimeter sidewalk will connect to interior sidewalks. These interior sidewalks connect the parking area to each building entrance, as well as the parking areas to open spaces, gathering spaces, natural play areas, and outdoor lounge. The proposed sidewalks provide safe access and sufficient circulation around and through the site; however, it is also preferred that the proposed sidewalk along the shared property line of Lido Apartment Homes and Copper Ranch connect to the existing sidewalks within the Copper Ranch Development. This has been made a Condition of Approval of the Design Review. The Council found that this standard has been met.</i></p>
<b>C.1.c</b>	<p><b>Water main lines and sewer main lines shall be designed in the most effective layout feasible.</b></p>
<b>Staff Comments</b>	<p><i>Water and Sewer lines were analyzed in the Design Review staff report; water and sewer service are readily available. Cuts to Woodside Boulevard for sewer service were avoided. The Council found that this standard has been met.</i></p>
<b>C.1.d</b>	<p><b>Other utilities including power, telephone, cable, and gas shall be designed in the most effective layout feasible.</b></p>
<b>Staff Comments</b>	<p><i>The Council found that this standard will be met. The Applicant stated that the project will utilize electricity for cooling and heating, and other building functions, which aligns with the City's long term carbon reduction goals. There will be no gas service to the project. The Council found that this standard has been met.</i></p>
	<p><b>C.1.e</b></p>
<b>Staff Comments</b>	<p><b>Park land shall be most appropriately located on the Contiguous Parcels.</b></p> <p><i>As part of the Preapplication Design Review, the Commission suggested that the Applicant provide a park area and/or play structures similar to that of the Sunbeam Subdivision. The Applicant has provided a covered outdoor lounge, green spaces, a play area with natural play structures (similar to that of the Sunbeam Subdivision), fire pits and natural stone seat walls, and stone patios to create gathering places for the residents of Lido Apartment Homes. The majority of the usable open space is located along the southern boundary for good seasonal sun exposure. Please refer to the Landscape Plan, Sheets L100 and L150 for further details. The proposal will not be subdivided, as it is planned to remain a rental apartment project under one ownership. The City Park requirements are found in the subdivision code, and do not apply to this project. The Council found that this standard has been met.</i></p>



<b>C.1.f</b>	<b>Grading and drainage shall be appropriate to the Contiguous Parcels.</b>
<b>Staff Comments</b>	<i>A grading and drainage plan has been prepared as part of the Design review submittal. The Council found that this standard has been met.</i>
<b>C.1.g</b>	<b>Development shall avoid easements and hazardous or sensitive natural resource areas.</b>
<b>Staff Comments</b>	<i>N/A. The Council found that this standard has been met.</i>
<b>C.2</b>	<b>Upon any approval of the PUD application, the Owner shall be required as a condition of approval to record the Area Development Plan or a PUD agreement depicting and/or detailing the approved Area Development Plan. The Area Development Plan shall bind the Owner and Owner's successors.</b>
<b>Staff Comments</b>	<i>The Area Development Plan will be recorded as part of the PUD Agreement. The Council found that this standard has been met.</i>
<b>D.</b>	<b>Solar Access: Street and lot orientation, landscaping, and placement of structures shall provide for solar access to all south roofs and walls to the maximum extent feasible in order to promote energy efficiency.</b>
<b>Staff Comments</b>	<p><i>The Applicant has stated that they plan to minimize energy consumption and take advantage of solar access by incorporating/utilizing the following:</i></p> <ul style="list-style-type: none"> <li>- <i>Double Glazed Windows</i></li> <li>- <i>Low Emissivity Glazing</i></li> <li>- <i>LED lighting will be utilized throughout the project</i></li> </ul> <p><i>Additionally, the Applicant plans to incorporate additional energy conserving methods into the overall site plan and/or building design:</i></p> <ul style="list-style-type: none"> <li>- <i>Approximately 10-15 Electric Vehicle Charging Stations onsite</i></li> <li>- <i>Wiring for rooftop solar energy</i></li> <li>- <i>The buildings will utilize electricity. Gas will not be installed or utilized</i></li> <li>- <i>Stucco cladding to provide a continuous three-inch (3") insulation across all buildings</i></li> <li>- <i>Drought tolerant and low-water use landscaping is proposed</i></li> <li>- <i>Energy efficient appliances will be utilized within each unit</i></li> </ul> <p><i>The Council found that this standard has been met.</i></p>
<b>E.</b>	<b>Access: Access shall be provided in accordance with standards set forth in Chapter 16.04, Development Standards, of this Code. Buildings may not be so arranged that any structure is inaccessible to emergency vehicles.</b>
<b>Staff Comments</b>	<i>See comments from the Fire Chief under standard C.1.a for further information. The Council found that this standard has been met.</i>
<b>F.</b>	<b>Underground Utilities: Underground utilities, including telephone and electrical systems, shall be required within the limits of all PUDs.</b>
<b>Staff Comments</b>	<i>All utilities will be underground. Design review will require careful placement and screening of ground-mounted utilities. The Council found that this standard has been met.</i>
<b>G.</b>	<b>Public Easement: In each case where a PUD project is located adjacent to public lands, a public easement to those lands shall be provided. All existing public accesses to public lands must be preserved.</b>
<b>Staff Comments</b>	<i>N/A. The Council found that this standard has been met.</i>
<b>H.</b>	<b>Pathways: In each case where a PUD project encompasses a non-vehicular pathway as depicted on the Master Plan, a pathway constructed to City standards shall be provided.</b>
<b>Staff Comments</b>	<i>N/A- while various interior pathways are shown, they are not part of any previously depicted master plan. The Council found that this standard has been met.</i>

I.		<b>Amenities: Each PUD shall provide one or more of the following amenities, commensurate with the size and density of the development, and commensurate with the modifications requested by the applicant, to ensure a public benefit:</b>				
	I.1	<p><b>Green Space.</b> All Green Space shall be granted in perpetuity and the PUD agreement shall contain restrictions against any encroachment into the Green Space. Where a subdivision is involved as part of the PUD approval process, Green Space shall be identified as such on the plat. A long-term maintenance plan shall be provided. Unless otherwise agreed to by the City, the PUD agreement shall contain provisions requiring that property owners within the PUD shall be responsible for maintaining the Green Space for the benefit of the residents or employees of the PUD and/or by the public.</p> <p>Green space shall be set aside in accordance with the following formulas:</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <tr> <td style="text-align: center;">For residential PUDs</td> <td style="text-align: center;">A minimum of .05 acres per residential unit.</td> </tr> <tr> <td style="text-align: center;">For non-residential PUDs</td> <td style="text-align: center;">A minimum of 15% of the gross area of the proposed PUD.</td> </tr> </table>	For residential PUDs	A minimum of .05 acres per residential unit.	For non-residential PUDs	A minimum of 15% of the gross area of the proposed PUD.
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For non-residential PUDs	A minimum of 15% of the gross area of the proposed PUD.					
<b>Staff Comment</b>		<i>A variety of useable open space is proposed, as described under standard C.1. e. The Council found that this standard has been met.</i>				
	I.2	<b>Active Recreational Facilities:</b> Active recreational facilities include amenities such as a swimming pool, tennis courts or playing fields, of a size appropriate to the needs of the development. The PUD agreement shall contain provisions requiring that such facilities be maintained in perpetuity, or replaced with another similar recreation facility.				
<b>Staff Comment</b>		<i>A variety of useable open space is proposed, as described under standard C.1.e, which includes appropriately scaled recreational amenities. The Council found that this standard has been met.</i>				
	I.3	<b>Public Transit Facilities:</b> Public transit facilities include a weather protected transit stop or transit station, and must be located on a designated transit route.				
<b>Staff Comment</b>		<i>A Mountain Rides bus stop exists just south of the project in front of Gravity Fitness and Tennis. The Council found that this standard has been met.</i>				
	I.4	<b>Preservation Of Vegetation:</b> Preservation of significant existing vegetation on the site must include the preservation of at least seventy five percent (75%) of mature trees greater than six-inch (6") caliper on the site.				
<b>Staff Comment</b>		<i>The site does not contain any existing vegetation of note. The Council found that this standard has been met.</i>				
	I.5	<b>Wetlands:</b> Protection of significant wetlands area must constitute at least ten percent (10%) of the gross area of the proposed PUD.				
<b>Staff Comment</b>		<i>N/A. The Council found that this standard has been met.</i>				
	I.6	<b>River Enhancement:</b> Enhancement of the Big Wood River and its tributaries, must include stream bank restoration and public access to or along the waterway.				
<b>Staff Comment</b>		<i>N/A. The Council found that this standard has been met.</i>				
	I.7	<b>Community Housing:</b> For residential PUDs, the provision of at least thirty percent (30%) of the approved number of dwelling units or lots as community housing units affordable to households earning between fifty percent (50%) and one hundred twenty percent (120%) of the area median income, or the provision of at least twenty percent (20%) as community housing units affordable to households earning less than fifty percent (50%) of the area median income.				
<b>Staff Comment</b>		<i>Under Standard 1.12 below, the Applicant plans to offer 12 units would be rent-restricted units at 100% of Area Median Income ("AMI"). The rent-restricted units will</i>				

	<p><i>include a mix of 1, 2- and 3-bedroom units to help address some of the current housing concerns in the city.</i></p> <p><i>The Applicant is proposing to increase the residential units from 80 units in the original proposal to 104 units. Eighty-five (85) units are permitted outright in the LB Zone District governing this site. Staff and the Applicant studied the site plan in developing a recommendation for increased density. The logic to the increased density is as follows:</i></p> <ul style="list-style-type: none"> <li><i>• The proposal contains 12 buildings. It was straightforward to add one additional one-bedroom unit to each of the 12 buildings with only minor changes to the overall site design and building footprint.</i></li> <li><i>• The design as reviewed during the Preapplication Design Review included two-story buildings only. The LB Zone District allows for three-story buildings. Lido Apartment Homes is requesting a maximum building height allowance of 38', to allow for three-story buildings with pitched roofs. Of the 12 buildings proposed, three (3) buildings would be increased to three stories in height. The three (3) buildings which are requesting the height waiver contain a total of 36 residential units. These buildings are located centrally on the site, and the increased height would not affect sunlight and air on adjacent properties.</i></li> </ul> <p><i>Blaine County Housing Authority (BCHA) has reviewed the proposal, and are in support, with a letter a letter of support included in the Council packet. BCHA staff have indicated that projects in the 100% AMI range are in demand at this time, as workers in that income bracket are housing-burdened.</i></p> <p><i>It has been noted by both ARCH Community Housing Trust and Blaine County Housing Authority that this standard of review requiring 30% deed-restricted community housing has not resulted in any housing over the last 15 years. Staff is re-writing this standard in consultation with BCHA to make it more likely that housing will be provided as a benefit. A zoning code text change on this topic was be presented to the Commission in January, and was continued to a later meeting for further review. In the interim, the Council recently approved the River Street Townhomes with less than 30% deed-restricted housing, based on detailed discussion of design, unit type and community need. The Council found that standard 1.12 was completely appropriate to review community housing proposals as they may come forward. The Council found that this standard has been met.</i></p>				
	<p><b>I.8 Real Property: Dedication or conveyance of real property or an interest in real property to the city.</b></p>				
<p><b>Staff Comment</b></p>	<p><i>No real property is proposed for dedication. The Council found that this standard has been met.</i></p>				
	<p><b>I.9 Sidewalks. Off-site sidewalk improvements shall be constructed according to City Standard Improvement Drawings and provided (in addition to sidewalk improvements that are required by ordinance adjacent to the subject property) in accordance with the following formulas:</b></p> <table border="1" data-bbox="516 1753 1356 1890"> <tr> <td style="padding: 5px;"><b>For residential PUDs</b></td> <td style="padding: 5px;"><b>A minimum of 100 linear feet per residential unit.</b></td> </tr> <tr> <td style="padding: 5px;"><b>For non-residential or mixed-use PUDs</b></td> <td style="padding: 5px;"><b>A minimum of 100 linear feet per 1000 square feet of gross floor area.</b></td> </tr> </table>	<b>For residential PUDs</b>	<b>A minimum of 100 linear feet per residential unit.</b>	<b>For non-residential or mixed-use PUDs</b>	<b>A minimum of 100 linear feet per 1000 square feet of gross floor area.</b>
<b>For residential PUDs</b>	<b>A minimum of 100 linear feet per residential unit.</b>				
<b>For non-residential or mixed-use PUDs</b>	<b>A minimum of 100 linear feet per 1000 square feet of gross floor area.</b>				

<b>Staff Comment</b>		<p><i>The applicant is not proposing offsite sidewalks as a project amenity. A new 5'-wide sidewalk is shown along the perimeter of the proposed project. This perimeter sidewalk will connect to the existing sidewalk along Woodside Boulevard. The Applicant intends to install a 5'-wide sidewalk along the property frontage of Winterhaven Drive. This sidewalk will also connect to the existing sidewalk along Woodside Boulevard.</i></p> <p><i>The perimeter sidewalk will connect to interior sidewalks. The applicant wishes to discuss the pros and cons of eliminating the perimeter sidewalk in exchange for additional landscape screening, as requested by neighbors. If this sidewalk remains, Public Works recommends it be an asphalt path to match the existing asphalt path on the east side of the project, across Winterhaven Drive. These interior sidewalks connect the parking area to each building entrance, as well as the parking areas to open spaces, gathering spaces, natural play areas, and outdoor lounge. The proposed sidewalks provide safe access and sufficient circulation around and through the site; however, it is also preferred that the proposed sidewalk along the shared property line of Lido Apartment Homes and Copper Ranch connect to the existing sidewalks within the Copper Ranch Development- see Design Review conditions of approval.</i></p> <p><i>The Council found that this standard has been met.</i></p>				
	<b>I.10</b>	<b>Underground Parking:</b> Underground parking must be provided for at least fifty percent (50%) of the required number of parking spaces in the PUD.				
<b>Staff Comment</b>		<i>The parking is all surface parking.</i>				
	<b>I.11</b>	<p><b>Energy Consumption.</b> All principal buildings within the PUD must comply with sustainable building practices, as follows:</p> <table border="1" data-bbox="526 1220 1349 1518"> <tr> <td data-bbox="526 1220 824 1415"><b>For residential PUDs</b></td> <td data-bbox="824 1220 1349 1415">Buildings comply with local "Built Green" standards for certification, federal EPA "Energy Star" program, or Leadership in Energy and Environmental Design – Homes (LEED-H) standards for basic certification.</td> </tr> <tr> <td data-bbox="526 1415 824 1518"><b>For non-residential or mixed-use PUDs</b></td> <td data-bbox="824 1415 1349 1518">Buildings comply with Leadership in Energy and Environmental Design (LEED) standards for basic certification.</td> </tr> </table>	<b>For residential PUDs</b>	Buildings comply with local "Built Green" standards for certification, federal EPA "Energy Star" program, or Leadership in Energy and Environmental Design – Homes (LEED-H) standards for basic certification.	<b>For non-residential or mixed-use PUDs</b>	Buildings comply with Leadership in Energy and Environmental Design (LEED) standards for basic certification.
<b>For residential PUDs</b>	Buildings comply with local "Built Green" standards for certification, federal EPA "Energy Star" program, or Leadership in Energy and Environmental Design – Homes (LEED-H) standards for basic certification.					
<b>For non-residential or mixed-use PUDs</b>	Buildings comply with Leadership in Energy and Environmental Design (LEED) standards for basic certification.					
<b>Staff Comment</b>		<p><i>The Applicant has stated that they plan to minimize energy consumption and take advantage of solar access by incorporating/utilizing the following:</i></p> <ul style="list-style-type: none"> <li>- <i>Double Glazed Windows</i></li> <li>- <i>Low Emissivity Glazing</i></li> <li>- <i>LED lighting will be utilized throughout the project</i></li> </ul> <p><i>Additionally, the Applicant plans to incorporate additional energy conserving methods into the overall site plan and/or building design:</i></p> <ul style="list-style-type: none"> <li>- <i>Approximately 10-15 Electric Vehicle Charging Stations onsite</i></li> <li>- <i>Wiring for rooftop solar energy</i></li> <li>- <i>The buildings will utilize electricity. Gas will not be installed or utilized. The applicant presented the type and style of heating system proposed during the public hearing.</i></li> </ul>				

	<ul style="list-style-type: none"> <li>- Stucco cladding to provide a continuous three-inch (3") insulation across all buildings</li> <li>- Drought tolerant and low-water use landscaping is proposed</li> <li>- Energy efficient appliances will be utilized within each unit</li> </ul> <p>The applicant does not propose to apply for the certifications listed above. The Council found that this standard has been met.</p>
I.12	<p><b>Other Amenities: Other project amenities and/or benefits to the community that are found, by recommendation of the commission and approval of the council, to promote the purpose of this chapter and the goals and objectives of the comprehensive plan.</b></p>
Staff Comment	<p>The Applicant plans to offer 12 units would be rent-restricted units at 100% of Area Median Income ("AMI"). The rent-restricted units will include a mix of 1, 2- and 3-bedroom units to help address some of the current housing concerns in the city. Blaine County Housing Authority (BCHA) has reviewed the proposal, and are in support, with a letter of support included in the Council packet. BCHA staff have indicated that projects in the 100% AMI range are in demand at this time, as workers in that income bracket are housing-burdened.</p> <p>It has been noted by both ARCH Community Housing Trust and Blaine County Housing Authority that this standard of review requiring 30% deed-restricted community housing has not resulted in any housing over the last 15 years. Staff is re-writing this standard in consultation with BCHA to make it more likely that housing will be provided as a benefit. A zoning code text change on this topic was presented to the Commission in January and was continued to a later meeting for further review. In the interim, the Council recently approved the River Street Townhomes with less than 30% deed-restricted housing, based on detailed discussion of design, unit type and community need. The Council found that this standard 1.12 was completely appropriate to review community housing proposals as they may come forward.</p> <p>Other project amenities include:</p> <ul style="list-style-type: none"> <li>• Energy conservation and climate protection goals listed under 1.11 above.</li> <li>• On-site open space for the benefit of residents</li> </ul> <p>The Council found that this standard has been met.</p>
<p><b>17.10.040: Developer Benefits:</b></p> <p><b>The Council may grant modifications or waivers of certain zoning and/or subdivision requirements to carry out the intent of this Chapter and the land use policies of the City.</b></p>	
Staff Comment	<p>The following waivers are requested:</p> <ol style="list-style-type: none"> <li>1. Waiver to the maximum density permitted in the zone district (85 units permitted) to include a density bonus of 19 additional residential units of which 12 units would be rent-restricted units at 100% of Area Median Income ("AMI") The rent restriction would be accomplished via a deed restriction as per Blaine County Housing authority or other similarly approved organization. The rent-restricted units will include a mix of 1, 2- and 3-bedroom units.</li> <li>2. Waiver to the maximum building height permitted in the zone district of thirty-five (35) feet to a maximum building height of forty (40) feet. The original Development Agreement dated June 11, 2007, notes a maximum building height of 35'. The</li> </ol>

		<p><i>design as reviewed during the Preapplication Design Review included two-story buildings only. The LB Zone District allows for three-story buildings. Lido Apartment Homes is requesting a maximum building height allowance of 40', to allow for three-story buildings with pitched roofs. Of the 12 buildings proposed, three (3) of the buildings would be increased to three stories in height. These three (3) buildings contain a total of 36 residential units. These buildings are located central and south on the site, and the increased height would not affect sunlight and air on adjacent properties. As part of the Planning and Zoning Commission review, one (1) of the three-story buildings was relocated from being close to the shared property line of Lido Apartment Homes and Copper Ranch to a more interior location along Woodside Boulevard.</i></p> <p><i>The Council concurred that the proposal for 12 deed restricted community housing units meets a strong community need, that the benefits proposed carry out the intentions of this Chapter and that the benefits proposed offset the waivers requested. The Council found that this standard has been met.</i></p>
<b>17.10.040.01: DENSITY BONUS:</b>		
<b>A.</b>		<b>The following maximum increases in density may be granted only if one of the following conditions are met, and if no other density increase has been granted:</b>
	<b>A.1</b>	<b>Ten percent (10%): Solar, wind, geothermal or other alternative renewable energy source will provide at least fifty percent (50%) of the total energy needs of the PUD.</b>
<b>Staff Comment</b>		<i>N/A. The Council found that this standard has been met.</i>
	<b>A.2</b>	<b>Ten percent (10%): At least twenty five percent (25%) of the property included in the PUD is located in the floodplain and no development occurs within the floodplain.</b>
<b>Staff Comment</b>		<i>N/A. The Council found that this standard has been met.</i>
	<b>A.3</b>	<b>Ten percent (10%): The developer of the PUD provides or contributes to significant off-site infrastructure benefiting the city (e.g., water tank, fire station).</b>
<b>Staff Comment</b>		<i>N/A. The Council found that this standard has been met.</i>
	<b>A.4</b>	<b>Twenty percent (20%): The developer of the PUD provides or contributes to significant multi-modal infrastructure providing both vehicular and nonvehicular amenities benefiting the city and Wood River Valley.</b>
<b>Staff Comment</b>		<i>N/A. The Council found that this standard has been met.</i>
	<b>A.5</b>	<b>Ten percent (10%): The nonresidential or mixed-use PUD complies with leadership in energy and environmental design (LEED) standards for silver certification. The bonus unit(s) shall not be constructed until a later phase, after actual certification for prior phase(s) is achieved.</b>
<b>Staff Comment</b>		<i>N/A. The Council found that this standard has been met.</i>
	<b>A.6</b>	<b>Fifteen percent (15%): The nonresidential or mixed-use PUD complies with leadership in energy and environmental design (LEED) standards for gold certification. The bonus unit(s) shall not be constructed until a later phase, after actual certification for prior phase(s) is achieved.</b>
<b>Staff Comment</b>		<i>N/A. The Council found that this standard has been met.</i>
	<b>A.7</b>	<b>Twenty percent (20%): The nonresidential or mixed-use PUD complies with leadership in energy and environmental design (LEED) standards for platinum certification. The bonus unit(s) shall not be constructed until a later phase, after actual certification for prior phase(s) is achieved.</b>
<b>Staff Comment</b>		<i>N/A. The Council found that this standard has been met.</i>
<b>B.</b>		<b>Density bonuses for project amenities and benefits to the community other than those listed here may be granted by unanimous vote of the council, following a</b>

	<b>recommendation by the commission, in order to carry out the purpose and intent of this chapter and the land use policies of the city. (Ord. 1191, 2015)</b>
<b>Staff Comment</b>	<p><i>The Applicant is proposing to increase the residential units from 80 units in the original proposal to 104 units. Eighty-five (85) units are permitted outright in the LB Zone District governing this site. Therefore, the density bonus requested is 22%. Under the PUD Application, the Applicant plans to offer 12 of the units as deed-restricted community housing units, to be offered at 100% Area Median Income (AMI) to help address some of the current housing concerns in the city. Staff and the Applicant studied the site plan in developing a recommendation for increased density. The logic to the increased density is as follows:</i></p> <ul style="list-style-type: none"> <li>• <i>The proposal contains 12 buildings. It was straightforward to add one additional one-bedroom unit to each of the twelve buildings with only minor changes to the overall site design and building footprint.</i></li> <li>• <i>The design as reviewed during the Preapplication Design Review included two-story buildings only. The LB Zone District allows for three-story buildings. Lido Apartment Homes is requesting a maximum building height allowance of 40', to allow for three-story buildings with pitched roofs. Of the 12 buildings proposed, three (3) buildings would be increased to three stories in height, absorbing the additional seven (7) units for a total of 19 units density increase.</i></li> <li>• <i>Drawing A-11 shows the distribution of the community housing units, which are integrated throughout the site.</i></li> </ul> <p><i>The Council agreed that the merits of the actual design as it relates to the site and the surrounding properties is an important consideration, and that 19 units can be accomplished in a compatible manner. The Council found that this standard has been met.</i></p>
<b>17.10.040.02: Density Transfer:</b>	
<b>Densities may be transferred between zoning districts within a PUD provided the resulting density shall be not greater than aggregate overall allowable density of units and uses allowed in the zoning districts in which the development is located.</b>	
<b>Staff Comment</b>	<i>No density transfer is requested. The Council found that this standard has been met.</i>
<b>17.10.040.05: Phased Development Allowed:</b>	
<b>The development of the PUD may be planned in phases provided that as part of the general submission, a development schedule is approved which describes:</b>	
<b>A.</b>	<b>Parcels: The parcels that are to be constructed upon in each phase and the date of each phase submission.</b>
<b>Staff Comment</b>	<p><i>The Applicant proposed three (3) Phases, each Phase intended to run concurrently with the previous phase. The Applicant's goal is to construct four (4) buildings at one time, and begin renting these completed buildings, while moving on to construct another four (4) buildings, and so on. This schedule would remain as proposed until the project buildout is complete. The estimated completion date for each phase has been listed in months, for an approximate completion timeline of 16 months.</i></p> <p><i>Staff noted that each Phase would be required to stand on its own, and adequate access circulating the site would be provided to accomplish sufficient egress/ingress to the site during construction.</i></p>

		<i>The Council concurred with the proposed Phasing Plan and found that this standard has been met.</i>
<b>B.</b>		<b>Number of Units: The number of units to be built in each submission.</b>
<b>Staff Comment</b>		<i>Each of the three phases contains four (4) buildings. The applicant described in the Planning and Zoning Commission meeting how many units are in each of these phases. Community housing units are included in each phase, with relatively equal distribution. The Council found that this standard has been met.</i>
<b>C.</b>		<b>Schedule For Completion: A schedule for making contributions (if any), for the completion of project amenities and public improvements, for posting of security pursuant to subsection 17.10.050.08 of this Chapter, for dedication of Green Space, for conveyance of community housing and/or provision of employee housing.</b>
<b>Staff Comment</b>		<i>As noted above, each of the three phases contains community housing units, for a total of 12 rent-restricted units. The Blaine County Housing Authority (or similarly approved organization) deed restriction will be recorded against the project stipulating the permanent rent restriction, prior to any occupancy permits.</i>  <i>A large portion of the proposed common open space is split between Phases 1 and 3. The Commission recommended and the Council found that it be incorporated into Phase 1 and found that this standard has been met.</i>
<b>D.</b>		<b>Stage Planning: Each stage within the PUD shall be so planned and related to existing and/or planned services and facilities, including commercial space, such that each phase is self-sufficient and not dependent on later phases and so that failure to proceed to the subsequent stages will not have any adverse impacts on the PUD, its surroundings, or the community in general. Each stage shall also be planned so as to ensure that green space and any other amenities will be provided along with proposed construction at each phase of construction.</b>
<b>Staff Comment</b>		<i>See comments under (A) above. The first phase, close to existing Copper Ranch units, will minimize construction impacts on these adjacent residents. The Development Agreement should outline remediation in the event that only partial completion is accomplish on any phase. The Council found that this standard has been met.</i>
<b>17.10.040.06: Modifications to the Subdivision standards:</b>		
Standards in the Subdivision Title for streets, sidewalks, alleys and easements, lots and blocks, and parks may be allowed. The requirements for sidewalks in the zoning districts set forth in Section 16.04.030 shall not be waived.		
<b>Staff Comment</b>		<i>No modifications are requested to the subdivision code. A lot line amendment is anticipated to create water/wastewater easements. No subdivision is anticipated. The Council found that this standard has been met.</i>
<b>Subsection 17.10.050.04(C) sets forth Standards of Evaluation required by the City Council.</b>		
<b>A.</b>		<b>Standards of Evaluation</b>
	<b>A.1</b>	<b>1. The proposed development can be completed within one (1) year of the date of approval or phased according to a development schedule as submitted in accordance with Section 17.10.040.05 of this chapter and approved by the City;</b>
<b>Staff Comment</b>		<i>The Development Agreement will outline estimated dates for completion, which will exceed one year. The Council found that this standard has been met.</i>
	<b>A.2</b>	<b>The streets and thoroughfares proposed are suitable and adequate to carry anticipated traffic;</b>



Staff Comment		<i>Woodside Boulevard and Winterhaven are adequate to carry the residential traffic generated from the 104 units. The Public Works Director notes that the additional traffic generated by the 19-unit density increase requested under the PUD does not trigger any additional traffic concerns, and those streets are adequate for the density proposed. The Council found that this standard has been met.</i>
	A.3	<b>The PUD will not create excessive additional requirements at public cost for public facilities and services;</b>
Staff Comment		<i>No excessive costs are anticipated from this project. The Council found that this standard has been met.</i>
	A.4	<b>The existing and proposed utility services are adequate for the population densities and non-residential uses proposed;</b>
Staff Comment		<i>Utility services available in the area are adequate</i>
	A.5	<b>The development plan incorporates the site's significant natural features;</b>
Staff Comment		<i>The site does not contain any natural features worthy of protection. The Council found that this standard has been met.</i>
	A.6	<b>Each phase of such development shall contain all the necessary elements and improvements to exist independently from proposed future phases in a stable manner;</b>
Staff Comment		<i>See earlier comments regarding Phasing; open space; location and timing of community housing units. The Council found that this standard has been met.</i>
	A.7	<b>One or more amenities as set forth in subsection 17.10.030I of this chapter shall be provided to ensure a public benefit;</b>
Staff Comment		<i>See Section I in this report. The Council found that this standard has been met.</i>
	A.8	<b>All exterior lighting shall comply with the standards set forth in subsection 17.08C of this chapter; and</b>
Staff Comment		<i>All exterior lighting will be compliant-see Design Review staff report for details. The Council found that this standard has been met.</i>
	A.9	<b>The proposed PUD Agreement is acceptable to the applicant and the city.</b>
Staff Comment		<i>The City Council found the proposed PUD Agreement acceptable to the Applicant and the City, and found that this standard has been met.</i>

## CONCLUSIONS OF LAW AND DECISION

Based on the above Findings of Fact, the Council makes the following Conclusions of Law and Decision:


- 1) The application meets the General Requirements of Hailey Municipal Code Title 17, Chapter 17.10, Planned Unit Developments;
- 2) The development benefits set forth in Section 17.10.040 are commensurate with the amenities proposed;
- 3) The requirements of Section 17.10 have been met, including general compliance with the Hailey Comprehensive Plan.

The project shall receive Planned Unit Development approval subject to the following conditions:

1. The project shall receive Planned Unit Development approval subject to the conditions outlined in the PUD Development Agreement.
2. Waivers are hereby granted as follows:

- a. Waiver to the maximum density permitted in the zone district (85 units permitted) to include a density bonus of 19 additional residential units of which 12) units would be rent-restricted units at 100% of Area Median Income (“AMI”). The rent-restricted units will include a mix of 1-, 2- and 3-bedroom units.
  - b. Waiver to the maximum building height permitted in the zone district of thirty-five (35) feet to a maximum building height of forty (40) feet.
  - c. ~~Waiver to the side yard setback along Woodside Boulevard from the required 13.32’ to 10’.~~
3. In exchange for the waivers granted, the applicant shall deed restrict 12 of the 104 units at a rental rate of 100% of Area Median Income. Blaine County Housing Authority (BCHA), or similarly approved organization, shall provide renters purchasers per the BCHA Housing Program for these units. A Deed Covenant running with the land as per BCHA standard covenants that is exclusively applicable to the Affordable Units shall be recorded at prior to occupancy of any units.
  4. This approval is subject to Design Review approval by the Hailey Planning and Zoning Commission, and shall be so modified to match that approval.
  5. All energy efficiency and carbon reduction elements of the design noted herein shall be completed as described.
  6. The perimeter sidewalk shall be modified to be an asphalt path. A maintenance agreement shall be developed for portions of the path that cross City property to the north.
  7. This approval is subject to subdivision approval by the Hailey City Council, and shall be so modified to match that approval.
  8. The Phasing Plan shall be modified as follows:
    - a. The necessary fire access connection into Copper Ranch shall be completed in Phase 1.
    - b. Water and sewer infrastructure main lines shall be completed in Phase 1.
    - c. Each Phase shall stand on its own. City staff shall review the final adequacy of each phase as part of the Building Permit review.
    - d. Phase 1 boundary shall be modified to include the common area open space and amenities, which shall be completed as part of Phase 1.
    - e. Dates shall be established for the estimated completion of each phase.
    - f. The Development Phasing Agreement shall stipulate completion of any incomplete elements prior to occupancy of that phase.

PASSED BY THE HAILEY CITY COUNCIL and approved by the mayor this 14<sup>th</sup> day of Feb, 2022.

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

Attest:

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



**Return to Agenda**

**AGENDA ITEM SUMMARY**

**DATE:** 06/10/2024 **DEPARTMENT:** Clerk's Office **DEPT. HEAD SIGNATURE** M. Cone

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**SUBJECT**

Approval of Minutes from the meeting of the Hailey City Council on May 28, 2024 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 MAY 28, 2024  
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 Dustin Stone. Staff present included City Attorney Christopher P. Simms, City Administrator Lisa Horowitz, and City Clerk Mary Cone.

**CALL TO ORDER:**

[5:30:07 PM](#) Call to order by Mayor Burke.

Public Comments:

[5:30:52 PM](#) Ben Varner ARCH Community Housing Trust, Ellsworth Inn remodel update, house due to be rented June 15<sup>th</sup>? Waiting for bids on remodel from contractors.

**CONSENT AGENDA:**

- [CA 137](#) Motion to approve Resolution 2024-042, authorizing FMAA airport grant agreement ARFF **ACTION ITEM**.....
- [CA 138](#) Motion to approve and authorize the Mayor’s signature on the Special Event Application and Decisions Agreement for the Fourth of July Parade, to be held on July 4, 2024, from 12pm to 1pm **ACTION ITEM**.....
- [CA 139](#) Motion to approve and authorize the Mayor’s signature on the Special Event Application and Decisions Agreement for the Paint a Legacy 5K, to be held on July 4, 2024, from 8:30am to 10:00am. **ACTION ITEM**...
- [CA 140](#) Motion to approve the Findings of Fact, Conclusions of Law, and Decision for a Preliminary Plat Application by Butterfly, LLC, to reconfigure Lot 2D, Block 3, Airport West Subdivision #2 (1911 Lear Lane) into two (2) condominium lots, with one (1) 950 square foot unit (approximately) on each lot and a shared 11,953 square foot common area. This project is known as Homeworks Condominium Association, Inc., and it is located within the SCI Industrial (SCI-I) Zoning District. **ACTION ITEM**.....
- [CA 141](#) Motion to approve minutes of May 13, 2024 and to suspend reading of them **ACTION ITEM**.....
- ~~[CA 142](#) Motion to approve claims for expenses incurred during the month of April 2024, and claims for expenses due by contract in May, 2024 **ACTION ITEM**.....~~
- [CA 143](#) Motion to approve unaudited Treasurer’s report for the month of April, 2024 **ACTION ITEM**.....

CA 142 – pulled by Cone.

[5:32:12 PM](#) **Martinez moved to approve all consent agenda items including, seconded by Stone. Motion passed with roll call vote; Husbands, yes. Stone, yes. Thea, yes. Martinez, yes.**

CA 142, Cone explains that one contractor payment was added after packet was completed.

[5:33:05 PM](#) **Martinez moves to approve amended claims report as handed out to council, Thea seconds. Motion passed with roll call vote; Thea, yes. Martinez, yes. Stone, yes. Husbands, yes.**

## **MAYOR'S REMARKS:**

[5:33:27 PM](#) Mayor Burke mentions a Poem, by Joshua Dyer, for Remembrance Day, will bring next meeting. Compliments GeeGee Lowe for Memorial Day Ceremony, was amazingly beautiful service, HFD and Police well attended.

## **PUBLIC HEARINGS:**

*PH 144 Consideration of proposed amendments to the City of Hailey's 2024 Capital Budget Component. The Hailey Development Impact Fee Advisory Committee Annual Report has formulated recommendations regarding the proposed budget to the City's FY 2024 Capital Improvement Plan on April 15, 2024. The Hailey City Council will review the Committee's recommendations, per Idaho Code [67-8205](#), on May 28, 2024. **ACTION ITEM***

[5:34:47 PM](#) Horowitz, DIF expanded members by two at direction of state code change.

Horowitz will give overview and then handover to Yeager for presentation. Bullion Promenade project to connect to the LHTAC project, hope to budget for this in 2025 budget. Pocket Park proposed at River and Silver Streets, potentially paid for by URA and capital funds. Town Center West restrooms remodel project is slated for work this summer, around July. National Guard Armory purchase under discussion, some funds earmarked for that potential purchase.

[5:45:07 PM](#) discussion about fire department light, truck can trigger light to enable easier approach to road if needed to stop traffic. [5:46:02 PM](#) Burke asks, EMS fire meetings, target where every fire vehicle was located. Baledge, meant for dispatch to call out nearest unit, not sure if they are interested in funding for this solution. Thea, asks about the West Elm Street sidewalk, Yeager responds, mid-June or July, will pull from CIP funding, less than \$40,000, ½ block long. Fiscal year 2025 traditional CIP, this year, new formatting, near the bottom, dropped projects completed or just moved off. Next page, new component, 2<sup>nd</sup> and 3<sup>rd</sup> page, years 3-20, huge wish list, can keep adding to this list, request council's comments on this list. Next page is rolling stock list. Top right-hand corner, key information. If dollar amount in funding column exists than that project is funded in FY 2025. Approximately \$900,000 unfunded projects on the list, not too alarming, as we do projects as prioritized by council. Stone, what is the \$1 line? Yeager, responded, not really any funding for that project yet. Horowitz, adds, council should not be discouraged by these numbers, all cities in Idaho are experiencing this same situation. Discussion ensues about how many projects we have completed.

[6:04:23 PM](#) Stone, are the door locks are expensive? Yeager, yes, they are approx. \$10,000 each and we are trying to get 3 of them. Stone, suggests looking at modifying the housing amount, not sure we should do this long-term. Heagle Park Tennis court, remove them? Discussion ensues about the courts and use by Pickleball, funding to resurface is approximately \$200,000. Stone asks, where are we planning to move the RV Dump, 6-10 years? Yeager responds, not sure when this would happen, no place identified. Stone, do we need to schedule for portable toilets? Yeager, we will fund out of the B budget for Parks. Stone, 3-20 year plan, improvements on Main Street, feedback from ITD, whether they are in support of changes. In the future we want crosswalks at Elm and Myrtle, RRFBs.

Public Hearing:

HAILEY CITY COUNCIL MINUTES  
May 28, 2024

[6:17:56 PM](#) clarify housing amount, Chris Wirth.

[6:20:06 PM](#) Michelle Griffith, ARCH, .5 percent for Housing, funds are earmarked for housing.

[6:20:58 PM](#) Martinez asks question on sidewalks.

[6:22:59 PM](#) Yeager, one last point, 3-5 year plan, 17 million total expenditures accumulated amounts, need to be cautious in our funding.

[6:23:49 PM](#) Thea asks about the Pathways for People project, Werthheimer path, from 2018.

No motion needed tonight, Horowitz adds.

*PH 145 Consideration of Resolution 2024-\_\_\_, a resolution adopting The Locals for Accessory Dwelling Units (ADUs) Incentive Program, and agreement between the City of Hailey and ARCH Community Housing Trust. The Hailey Housing Committee researched and identified several creative housing options based on the May 2023 ballot measure. Their recommendation on how to spend the 0.5% for Housing Funds has been described herein. ACTION ITEM*

[6:25:12 PM](#) Robyn Davis presents to council on the ADUs with ARCH. The housing committee has come up with this option. Our Hailey residents, utilize .5 percent, dedicated stream of funding for housing, Housing committee was born, 18 individuals, try to decide how to utilize this funding. Committee identified 12 options, top suggestion is presented tonight. This program would be administered by ARCH, monetary incentive, \$30,000 to construct an ADU to rent long-term to Hailey resident or convert an existing ADU used as a short-term rental to a long-term local rental. Timeline for this program would be 9 years, to receive the monetary grant. Total assets would need to be \$500,000, for qualified renter. After 9 years renting, grant is forgiven. Second option, \$15,000 grant for conversion from short-term rental, [6:31:28 PM](#) Davis, wants to hear council's thoughts.

[6:32:01 PM](#) Husbands, Hailey residents? Expect about \$80,000 now, we have about \$50,000. Preference would go to live and work in Hailey. Thea, asks, question, Christopher Simms, we have a pause provision, no cap on the rental amount? Simms, correct. This does not seem like enough incentive, Thea adds.

Continued discussion about ADUs, about 12 for this year. 60 ADUs since 2021.

Discussion about how this would actually work, procedurally. Simms explains, contract for services. [6:39:04 PM](#)

Thea, is this being done elsewhere? Davis, Boise, their program did not catch on as the incentive was low, \$3,000.

Public comments:

HAILEY CITY COUNCIL MINUTES  
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[6:40:00 PM](#) Chris Wirth, 521 Aspen, in the program as a volunteer. Not an advocate of this program. This is not family oriented, an advocate of helping families. This doesn't help working people. Was also hoping that this program could be handled in house, there is not a lot of money in this program. Don't like owners/landlords benefitting from this program. This would only benefit 2 rentals per year.

Stone is interested in hearing from ARCH.

[6:43:26 PM](#) ARCH, Michelle Griffith speaks, makes sense to have an outside party manage this program. \$30,000 is a 1/3 of the cost of construction, not sure if this is enough incentive. In casual conversations, people seem to be excited about this program.

[6:45:41 PM](#) Eric Toshalis, lives on Cranbrook, have corner lot, have wondered for years how to help this housing issue, trying to figure out if they can put an ADU on this lot? Davis weighs in, no this would not be an option. It is really hard to make the numbers work, but like the idea.

[6:48:15 PM](#) Davis, do we want to open this up to Tiny Homes on Wheels (THOW)?

[6:49:10 PM](#) Martinez, is optimistic about this program, would not mind personally, living in a small space to be able to live in this valley. Feel we should take some of the housing money funded to incentivize the program. Martinez, is in favor of adding THOW for this program.

[6:52:26 PM](#) Burke, feels this is a good approach.

[6:53:04 PM](#) Thea, the more we diversify, more people we will reach.

Stone is okay with adding THOW. When would the payment be made, not clear on this timing?

Husbands, we should see how this goes,

[6:56:53 PM](#) **Thea moves to approve Resolution 2024-043, locals for ADU with ARCH incentivize housing units in Hailey, Martinez, seconds. Motion passed with roll call vote; Husbands, yes. Stone, yes. Thea, yes. Martinez, yes.**

#### **NEW BUSINESS:**

[6:57:49 PM](#) go to hop porter park item first.

#### **OLD BUSINESS:**

*OB 148 Final review and Consideration of adoption of Resolution 2024-\_\_\_\_, the Hop Porter Park and Bullion Promenade Master Plan (7:00 pm start time) ACTION ITEM*

[6:58:18 PM](#) Mark Sindell presents for this item Hop Porter Park Master Plan. Clarify some feedback, location for portable toilets, in parking lots. Volleyball spot identified. Item #19, page 206 of packet, can get about 2,000 people in this spot in front of stage, 23,000 square foot area.

HAILEY CITY COUNCIL MINUTES  
May 28, 2024



Assembly area for stage? [7:02:11 PM](#) pg 27 of presentation, Bullion Street Promenade, more formal double row, then into informal area as it goes out to Croy Canyon.

[7:04:02 PM](#) Thea asks, the word Promenade is confusing some people. Sindell, wanted it to sound, feel we should do a community naming event.

Public comments:

[7:06:45 PM](#) Penfield Stroh has met with and thanks Lisa and Brian, understand that this is a concept, not a project, appreciate this clarification.

[7:07:51 PM](#) Sam Linnet, Hailey citizen, in support of Master Plan, advocates for separate paths, whatever name you choose, focused on the process. Want to make this the best possible park that we can.

[7:09:01 PM](#) David Harris, some people remember Rocky Mountain Folk Festival. With stage, Park will be packed, limiting capability is not a good plan. Don't try to "dole" it up too much. Multi-model path is not appropriate, it is too much. Path suggested in 2013 study. Harris counted 88 trees, doesn't seem like a good plan. Burke comments, this is a framework.

[7:16:57 PM](#) Joan Davies comments.

[7:17:18 PM](#) Amanda Houston, comments on trees topic, too many trees, unmanageable cost for the city. And about the stage, has an engineer looked at the stage.

Mayor Burke appreciates all comments.

[7:20:45 PM](#) Elizabeth Jeffrey, look forward to being a part of the tree conversation when it comes time. Concerns about the bike parking area, Yeager responds.

[7:22:56 PM](#) Thea, will not get bogged down in the discussion about the amount of trees. Thea asks about the proposed width, 10 to 12 feet wide, plus the tree planting width about 6 feet.

[7:25:15 PM](#) Husbands is excited for the stage.

Stone, agrees, good plan, will have more opportunities to discuss the Promenade.

[7:26:33 PM](#) Martinez, this town has been awarded for having wonderful trees. In support of the paths, important for the diversity of the people.

[7:28:26 PM](#) **Martinez moves to approve, Thea seconds. Motion passed with roll call vote; Martinez, yes. Thea, yes. Stone, yes. Husbands, yes.**

### **NEW BUSINESS:**

NB 146 *Consideration of Resolution 2024-\_\_\_\_, adopting amendments to the City of Hailey Personnel Handbook to include: ACTION ITEM*

Horowitz, change is explained briefly.

[7:29:43 PM](#) Simms, in line with keeping long-term employees.

[7:30:00 PM](#) **Martinez, moves to approve Resolution 2024-045, new section, kept on staff provision, Thea seconds. Motion passed with roll call vote; Husbands, yes. Stone, yes. Thea, yes. Martinez, yes.**

OB 147 *Review and Consideration of Resolution 2024-\_\_\_\_, Council Budget goals as per the April 23, 2024 Goal-setting session ACTION ITEM*

Horowitz, summarized conversation from the goal-setting session. [7:31:37 PM](#) Martinez feels this captured the session well. Thea agrees.

[7:32:22 PM](#) **Martinez moves to approve 046, Husbands seconds. Motion passed with roll call vote; Husbands, yes. Stone, yes. Thea, yes. Martinez, yes.**

#### **STAFF REPORTS:**

[7:33:15 PM](#) Yeager will be closing Hop Porter Park, had some vandalism again. Burke asks for accessible blue room? Yeager, yes will look at those.

[7:35:09 PM](#) Stone asks about some public comment handed out in last meeting, tunnel for wildlife, Horowitz responds.

[7:35:47 PM](#) Simms, Liberty Theater was opened this weekend, graffiti on that building.

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

[7:37:06 PM](#) **Martinez moves to go into Executive Session for Pending & Imminently Likely Litigation (IC 74-206(1)(f)) to Thea seconds. Motion passed with roll call vote; Husbands, yes. Stone, yes. Thea, yes. Martinez, yes.**

[7:38:44 PM](#) Mayor and council go into Executive Session.

[7:57:22 PM](#) Mayor and council return from Executive Session.

[7:57:27 PM](#) **Thea makes a motion to adjourn, Stone seconds. Motion passed unanimously.**

**Return to Agenda**

**AGENDA ITEM SUMMARY**

**DATE 06/10/2024      DEPARTMENT:** Finance & Records      **DEPT. HEAD SIGNATURE:** MHC

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**SUBJECT**

Council Approval of Claims costs incurred during the month of May 2024 that are set to be paid by contract for June 2024.

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

**BACKGROUND:**

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

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

**FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:**

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

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

**ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS:**

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

**RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:**

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

**FOLLOW UP NOTES:**

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Report Criteria:

- Includes all check types
- Includes unprinted checks

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Payee ID	Amount
05/30/2024	CDPT		0	AFLAC	1	-222.76
05/30/2024	CDPT		0	DELTA DENTAL PLAN OF I	2	-837.02
05/30/2024	CDPT		0	REGENCE BLUE SHIELD	3	-4,824.25
05/30/2024	CDPT		0	NCPERS GROUP LIFE INS	6	-128.00
05/30/2024	CDPT	06/04/2024	7009	PERSI	7	-38,611.25
05/30/2024	CDPT	06/04/2024	7007	MOUNTAIN WEST BANK	8	-40,888.77
05/30/2024	CDPT		0	IDAHO STATE TAX COMMI	9	-5,353.00
05/30/2024	CDPT	06/04/2024	7006	A.W. REHN & ASSOCIATE	21	-1,091.64
05/30/2024	CDPT		0	VSP	26	-134.20
05/30/2024	CDPT	06/04/2024	7008	Nationwide 457/Roth	34	-2,175.70
05/30/2024	CDPT	06/04/2024	56226	CHILD SUPPORT RECEIP	36	-493.94
05/30/2024	CDPT	06/04/2024	56227	IDAHO STATE TAX COMMI	41	-275.36
05/30/2024	PC	06/06/2024	6924	CARRILLO-SALAS, DALIA	8209	-1,529.22
05/30/2024	PC	06/06/2024	6925	CONE, MARY M HILL	8009	-1,777.36
05/30/2024	PC	06/06/2024	6926	HOROWITZ, LISA	8049	-2,601.91
05/30/2024	PC	06/06/2024	6927	POMERLEAU, JENNIFER	8207	-1,419.12
05/30/2024	PC	06/06/2024	6928	STOKES, BECKY	8013	-2,481.41
05/30/2024	PC	06/06/2024	6929	TRAN, TUYEN	8205	-1,295.38
05/30/2024	PC	06/06/2024	6930	DAVIS, ROBYN K	8060	-2,478.27
05/30/2024	PC	06/06/2024	6931	DYER, ASHLEY MAUREEN	8401	-1,734.72
05/30/2024	PC	06/06/2024	6932	JOHNSON, MICHELE	8110	-637.45
05/30/2024	PC	06/06/2024	6933	PARKER, JESSICA L	8111	-1,886.70
05/30/2024	PC	06/06/2024	6934	RODRIGUE, EMILY THERE	8115	-1,728.33
05/30/2024	PC	06/06/2024	6935	BALEDGE, MICHAEL S	9054	-2,529.42
05/30/2024	PC	06/06/2024	6936	CHASE, AMANDA LUISE	9036	-1,183.44
05/30/2024	PC	06/06/2024	6937	CRIMMINS, JAMES DALTO	9056	-142.22
05/30/2024	PC	06/06/2024	6938	DYM, JACOB W	9204	-116.36
05/30/2024	PC	06/06/2024	6939	EMERICK, DANIELLE A	9206	-1,385.27
05/30/2024	PC	06/06/2024	6940	ERVIN, CHRISTIAN C	8185	-1,691.76
05/30/2024	PC	06/06/2024	6941	GRANT, DARYL ERNEST	9126	-412.18
05/30/2024	PC	06/06/2024	6942	HAIRSTON, KEITH GUY	9025	-405.19
05/30/2024	PC	06/06/2024	6943	HOOVER, JAMES THOMA	9047	-2,106.43
05/30/2024	PC	06/06/2024	6944	MAYNE, EARL JAMES	9124	-541.01
05/30/2024	PC	06/06/2024	6945	MURPHY, JOSHUA Z	9011	-166.23
05/30/2024	PC	06/06/2024	6946	PRICHARD, JERAMIE R	1009102	-323.22
05/30/2024	PC	06/06/2024	6947	YEAGER, KAITLYN R	9117	-350.01
05/30/2024	PC	06/06/2024	6948	BURKE, MARTHA E	8074	-1,929.13
05/30/2024	PC	06/06/2024	6949	HUSBANDS, HEIDI	8302	-247.30
05/30/2024	PC	06/06/2024	6950	MARTINEZ, JUAN F	8301	-813.11
05/30/2024	PC	06/06/2024	6951	STONE, DUSTIN DEWAYN	8303	-813.11
05/30/2024	PC	06/06/2024	6952	THEA, KAREN J	8106	-756.40
05/30/2024	PC	06/06/2024	6953	CROTTY, JOSHUA M	8283	-1,390.00
05/30/2024	PC	06/06/2024	6954	DABNEY, LEE A DONAHUE	1008078	-1,131.09
05/30/2024	PC	06/06/2024	6955	DREWIEN, LYNETTE M	1008271	-1,757.54
05/30/2024	PC	06/06/2024	6956	FLETCHER, KRISTIN M	8122	-1,327.68
05/30/2024	PC	06/06/2024	6957	FORBIS, MICHAL J	8114	-1,443.84
05/30/2024	PC	06/06/2024	6958	JACOBS, MARY ELISE	8203	-593.85
05/30/2024	PC	06/06/2024	6959	MOSQUEDA - CAMACHO,	8295	-124.67
05/30/2024	PC	06/06/2024	6960	PAYETTE, RUBY PK	8062	-559.12
05/30/2024	PC	06/06/2024	6961	PRIMROSE, LAURA A	8102	-1,225.18
05/30/2024	PC	06/06/2024	6962	RODGERS, AMBER TELLE	8297	-350.47
05/30/2024	PC	06/06/2024	6963	STROPE, DENON MICHAEL	8101	-1,045.36
05/30/2024	PC	06/06/2024	6964	VAGIAS, BROOKE ELIZAB	8296	-44.32
05/30/2024	PC	06/06/2024	6965	MIRAVAL PINEDO, RODRI	8553	-855.16



Includes all check types  
Includes unprinted checks

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Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period	Separate Check
<b>4683 8X8 INC</b>											
444283	1	Service for May 2024 - Admin	Invoice	06/01/2024	06/10/2024	81.18	81.18	100-15-41713		624	1
444283	2	Service for May 2024 - Admin	Invoice	06/01/2024	06/10/2024	81.18	81.18	200-15-41713		624	1
444283	3	Service for May 2024 - Admin	Invoice	06/01/2024	06/10/2024	81.18	81.18	210-15-41713		624	1
444283	4	Service for May 2024 - CD	Invoice	06/01/2024	06/10/2024	121.77	121.77	100-20-41713		624	1
444283	5	Service for May 2024 - PW	Invoice	06/01/2024	06/10/2024	20.31	20.31	100-15-41713		624	1
444283	6	Service for May 2024 - PW	Invoice	06/01/2024	06/10/2024	20.31	20.31	200-15-41713		624	1
444283	7	Service for May 2024 - PW	Invoice	06/01/2024	06/10/2024	20.30	20.30	210-15-41713		624	1
444283	8	Service for May 2024 - WW	Invoice	06/01/2024	06/10/2024	243.54	243.54	210-70-41713		624	1
444283	9	Service for May 2024 - W	Invoice	06/01/2024	06/10/2024	121.77	121.77	200-60-41713		624	1
444283	10	Service for May 2024 - HFD	Invoice	06/01/2024	06/10/2024	121.77	121.77	100-55-41713		624	1
444283	11	Service for May 2024 - Library	Invoice	06/01/2024	06/10/2024	365.32	365.32	100-45-41713		624	1
444283	12	Service for May 2024 - Parks	Invoice	06/01/2024	06/10/2024	30.44	30.44	100-50-41713		624	1
444283	13	Service for May 2024 - HPD	Invoice	06/01/2024	06/10/2024	273.99	273.99	100-25-41713		624	1
444283	14	Service for May 2024 - Street	Invoice	06/01/2024	06/10/2024	91.31	91.31	100-40-41713		624	1
Total 4683 8X8 INC:						1,674.37	1,674.37				
<b>1913 AMAZON CAPITAL SERVICES</b>											
139D-	1	WW CAMERA DRIVE	Invoice	06/02/2024	06/10/2024	25.86	25.86	210-70-41424		624	1
1663-Q	1	CLEANING GLOVES, BINDER TABS	Invoice	05/25/2024	06/10/2024	11.22	11.22	100-42-41215		624	1
1663-Q	2	CLEANING GLOVES, BINDER TABS	Invoice	05/25/2024	06/10/2024	11.22	11.22	200-42-41215		624	1
1663-Q	3	CLEANING GLOVES, BINDER TABS	Invoice	05/25/2024	06/10/2024	11.22	11.22	210-42-41215		624	1
1CVP-9	1	HOROWITZ SPEAKER CHARGER	Invoice	05/22/2024	06/10/2024	5.99	5.99	100-15-41215		624	1
1CVP-9	2	HOROWITZ SPEAKER CHARGER	Invoice	05/22/2024	06/10/2024	5.99	5.99	200-15-41215		624	1
1CVP-9	3	HOROWITZ SPEAKER CHARGER	Invoice	05/22/2024	06/10/2024	5.99	5.99	210-15-41215		624	1
1MDP-	1	SEAT COVERS FOR TK# 6040	Invoice	05/28/2024	06/10/2024	170.94	170.94	200-60-41415		624	1
1V1J-4	1	GLOVES GLASS SCREEN PROTECTOR	Invoice	05/31/2024	06/10/2024	55.29	55.29	100-25-41215		624	1
1XQX-	1	1XQX-T4VG-1TRM library processing supplies	Invoice	05/27/2024	06/10/2024	51.50	51.50	100-45-41215		624	1
1YGF-	1	MSD book purchases	Invoice	06/03/2024	06/10/2024	18.23	18.23	100-45-41535		624	1
1YGF-	2	MSD book process supplies	Invoice	06/03/2024	06/10/2024	43.55	43.55	100-45-41215		624	1
Total 1913 AMAZON CAPITAL SERVICES:						417.00	417.00				
<b>5422 ARBORCARE RES. INC</b>											
13616	1	RV DUMP MAPLE APHID CONTROL	Invoice	05/07/2024	06/03/2024	125.00	125.00	100-50-41402		624	1
15297	1	PHC INSP. 504 S MAIN	Invoice	05/13/2024	06/10/2024	135.00	135.00	100-50-41402		624	1
15334	1	KIWANIS MAPLE APHID CONTROL	Invoice	05/07/2024	06/10/2024	95.00	95.00	100-50-41402		624	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 5422 ARBORCARE RES. INC:						355.00	355.00				
<b>215 ARNOLD MACHINERY COMPANY</b>											
PX100	1	PX1000262-1 O-RING, WASER, SEALING KIT RET	Invoice	06/02/2022	06/27/2022	328.51-	328.51-	100-40-41405		622	1
Total 215 ARNOLD MACHINERY COMPANY:						328.51-	328.51-				
<b>6917 AT&amp;T MOBILITY LLC</b>											
287309	1	287309821298 - WATER	Invoice	05/23/2024	06/10/2024	344.32	344.32	200-60-41713		624	1
Total 6917 AT&T MOBILITY LLC:						344.32	344.32				
<b>4214 B&amp;G DIRTWORKS, LLC</b>											
21287	1	River/Spruce Intersection 2nd	Invoice	05/29/2024	06/10/2024	75,000.00	75,000.00	120-40-41549	10.15.0002.1	624	1
Total 4214 B&G DIRTWORKS, LLC:						75,000.00	75,000.00				
<b>1521 BLAINE COUNTY SCHOOL DISTRICT</b>											
06/03/2	1	Refund BP24-081	Invoice	06/03/2024	06/10/2024	7,750.90	7,750.90	100-00-20320		624	1
Total 1521 BLAINE COUNTY SCHOOL DISTRICT:						7,750.90	7,750.90				
<b>6606 CEJA, ASHLEY</b>											
05/29/2	1	Cleaning Refund TCW	Invoice	05/29/2024	06/10/2024	500.00	500.00	100-00-32265		624	1
Total 6606 CEJA, ASHLEY:						500.00	500.00				
<b>6056 CENTURY LINK</b>											
5/22/20	1	9814 260B	Invoice	05/22/2024	06/10/2024	109.48	109.48	100-15-41713		624	1
5/22/20	2	9814 260B	Invoice	05/22/2024	06/10/2024	109.48	109.48	200-15-41713		624	1
5/22/20	3	9814 260B	Invoice	05/22/2024	06/10/2024	109.48	109.48	210-15-41713		624	1
5/22/20	4	9814 260B	Invoice	05/22/2024	06/10/2024	109.48	109.48	100-25-41713		624	1
5/22/20	5	9814 260B	Invoice	05/22/2024	06/10/2024	109.48	109.48	100-20-41713		624	1
5/22/20	6	9814 260B- 33.33%	Invoice	05/22/2024	06/10/2024	36.49	36.49	100-42-41713		624	1
5/22/20	7	9814 260B- 33.33%	Invoice	05/22/2024	06/10/2024	36.49	36.49	200-42-41713		624	1
5/22/20	8	9814 260B- 33.33%	Invoice	05/22/2024	06/10/2024	36.49	36.49	210-42-41713		624	1
5/22/20	9	2211-125b treatment plant	Invoice	05/22/2024	06/10/2024	77.35	77.35	210-70-41713		624	1
5/22/20	10	2211-125B Water Dept	Invoice	05/22/2024	06/10/2024	77.35	77.35	200-60-41713		624	1
5/22/20	11	3147 220B HFD	Invoice	05/22/2024	06/10/2024	88.16	88.16	100-55-41713		624	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
5/22/20	12	6566 569B Police Dept	Invoice	05/22/2024	06/10/2024	99.45	99.45	100-25-41713		624	1
5/22/20	13	5965-737B STREET SHOP	Invoice	05/22/2024	06/10/2024	82.53	82.53	100-40-41713		624	1
Total 6056 CENTURY LINK:						1,081.71	1,081.71				
<b>894 CHECKERED FLAG TRUCKING</b>											
2426	1	2426 QUIGLEY PATH - GRADER, ASPHALT CUTTIN	Invoice	05/26/2024	06/10/2024	9,075.00	9,075.00	120-40-41549	21.40.0003.1	624	1
Total 894 CHECKERED FLAG TRUCKING:						9,075.00	9,075.00				
<b>5702 CINTAS</b>											
419408	1	UNIFORM SERVICES WW	Invoice	05/29/2024	06/10/2024	176.98	176.98	210-70-41703		624	1
521300	1	FIRST AID CABINET RESTOCK	Invoice	05/23/2024	06/10/2024	275.89	275.89	100-40-41215		624	1
521386	1	FIRST AID AND CABINET RESTOCK WW	Invoice	05/30/2024	06/10/2024	141.08	141.08	210-70-41413		624	1
927434	1	AED LEASE FOR WRF WW	Invoice	06/01/2024	06/10/2024	126.00	126.00	210-70-41413		624	1
Total 5702 CINTAS:						719.95	719.95				
<b>670 CITY OF HAILEY W&amp;S DEPT</b>											
053020	1	STREET SHOP	Invoice	05/30/2024	06/10/2024	1,251.00	1,251.00	100-40-41717		624	1
053020	2	INTER CENTER	Invoice	05/30/2024	06/10/2024	94.66	94.66	100-10-41717		624	1
053020	3	TOWN CENTER WEST	Invoice	05/30/2024	06/10/2024	12.14	12.14	100-50-41718		624	1
053020	4	RODEO FROST	Invoice	05/30/2024	06/10/2024	33.63	33.63	100-50-41617		624	1
053020	5	RODEO PARK	Invoice	05/30/2024	06/10/2024	57.58	57.58	100-50-41617		624	1
053020	6	CITY HALL	Invoice	05/30/2024	06/10/2024	114.18	114.18	100-42-41717		624	1
053020	7	CITY HALL	Invoice	05/30/2024	06/10/2024	114.18	114.18	200-42-41717		624	1
053020	8	CITY HALL	Invoice	05/30/2024	06/10/2024	114.18	114.18	210-42-41717		624	1
053020	9	FIRE DEPARTMENT	Invoice	05/30/2024	06/10/2024	72.03	72.03	100-55-41717		624	1
053020	10	TREATMENT PL	Invoice	05/30/2024	06/10/2024	105.85	105.85	200-60-41717		624	1
053020	11	TREATMENT PL	Invoice	05/30/2024	06/10/2024	105.85	105.85	210-70-41717		624	1
053020	12	POLICE DEPT	Invoice	05/30/2024	06/10/2024	96.81	96.81	100-25-41717		624	1
053020	13	IRRIGATION	Invoice	05/30/2024	06/10/2024	6,371.40	6,371.40	100-50-41717		624	1
Total 670 CITY OF HAILEY W&S DEPT:						8,543.49	8,543.49				
<b>2954 CLEAR CREEK DISPOSAL -PARKS</b>											
000172	1	PORT RR - KIWANIS TREE PLANTING 5/18	Invoice	05/21/2024	06/10/2024	116.44	116.44	100-50-41403		624	1
000172	1	PORT RR - SKATEPARK	Invoice	05/29/2024	06/10/2024	72.50	72.50	100-50-41403		624	1
000172	1	PORT RR - McKERCHER	Invoice	05/29/2024	06/10/2024	51.98	51.98	100-50-41403		624	1
000172	1	PORT RR - HOP PORTER	Invoice	05/29/2024	06/10/2024	81.08	81.08	100-50-41403		624	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
000172	1	PORT RR - KEEFER	Invoice	05/29/2024	06/10/2024	93.58	93.58	100-50-41403		624	1
000172	1	PORT RR - HEAGLE	Invoice	05/29/2024	06/10/2024	176.00	176.00	100-50-41403		624	1
000172	1	PORT RR - KIWANIS	Invoice	05/29/2024	06/10/2024	17.06	17.06	100-50-41403		624	1
Total 2954 CLEAR CREEK DISPOSAL -PARKS:						608.64	608.64				
<b>22457 CLEAR CREEK DISPOSAL, INC.</b>											
MAY 20	1	FRANCHISE FEE	Invoice	06/04/2024	06/10/2024	162,500.00	162,500.00	100-00-20515		624	1
Total 22457 CLEAR CREEK DISPOSAL, INC.:						162,500.00	162,500.00				
<b>7000 CLEARWATER LANDSCAPING</b>											
584	1	MAIN ST MAINT. AGMT MAY 2024	Invoice	05/01/2024	06/10/2024	3,436.06	3,436.06	100-50-41325		624	1
584	2	KEEFER PARK SPRING CLEANUP	Invoice	05/01/2024	06/10/2024	1,915.00	1,915.00	100-50-41325		624	1
946	1	FOX ACRES ROUNDABOUT - SPRING CLEANUP	Invoice	05/01/2024	06/10/2024	603.33	603.33	100-50-41325		624	1
Total 7000 CLEARWATER LANDSCAPING:						5,954.39	5,954.39				
<b>5961 CLEARWATER POWER EQUIPMENT LLC</b>											
61951	1	OIL FOR LAWNMOWER	Invoice	05/28/2024	06/10/2024	58.36	58.36	200-60-41415		624	1
62246	1	SAFTY SWITCH FOR LAWNMOWER	Invoice	05/31/2024	06/10/2024	12.66	12.66	200-60-41415		624	1
62288	1	TIRES FOR LAWNMOWER	Invoice	05/31/2024	06/10/2024	131.34	131.34	200-60-41415		624	1
Total 5961 CLEARWATER POWER EQUIPMENT LLC:						202.36	202.36				
<b>50396 COASTLINE EQUIPMENT</b>											
105007	1	1050078 RETURN - SEALING, WASHER, INJEC	Invoice	08/28/2023	09/11/2023	535.12-	535.12-	100-40-41405		923	1
Total 50396 COASTLINE EQUIPMENT:						535.12-	535.12-				
<b>4948 CONE, MARY</b>											
2024 AI	1	2024 AIC Annual Conf - Per Diem	Invoice	05/21/2024	06/10/2024	64.42	64.42	100-15-41724		624	1
2024 AI	2	2024 AIC Annual Conf - Per Diem	Invoice	05/21/2024	06/10/2024	64.42	64.42	200-15-41724		624	1
2024 AI	3	2024 AIC Annual Conf - Per Diem	Invoice	05/21/2024	06/10/2024	64.41	64.41	210-15-41724		624	1
2024 AI	4	2024 AIC Annual Conf - Mileage Reimb	Invoice	05/21/2024	06/10/2024	66.55	66.55	100-15-41724		624	1
2024 AI	5	2024 AIC Annual Conf - Mileage Reimb	Invoice	05/21/2024	06/10/2024	66.55	66.55	200-15-41724		624	1
2024 AI	6	2024 AIC Annual Conf - Mileage Reimb	Invoice	05/21/2024	06/10/2024	66.56	66.56	210-15-41724		624	1
Total 4948 CONE, MARY:						392.91	392.91				

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period	Separate Check
<b>337 COPY &amp; PRINT LLC</b>											
1637	1	library staff name tags	Invoice	05/23/2024	06/10/2024	47.90	47.90	100-45-41215		624	1
Total 337 COPY & PRINT LLC:						47.90	47.90				
<b>2808 CORE &amp; MAIN LP</b>											
U83951	1	10" REPLACEMENT SPOOL FOR REGULATOR	Invoice	05/24/2024	06/10/2024	1,838.26	1,838.26	220-65-41401		624	1
U97573	1	10' GASKETS	Invoice	05/29/2024	06/10/2024	59.20	59.20	200-60-41403		624	1
U97573	2	10' GASKETS	Invoice	05/29/2024	06/10/2024	17.00	17.00	200-60-41403		624	1
Total 2808 CORE & MAIN LP:						1,914.46	1,914.46				
<b>972 COX COMMUNICATIONS</b>											
05/18/2	1	0012401 038676401 WASTEWATER	Invoice	05/18/2024	06/10/2024	79.00	79.00	210-70-41713		624	1
05/18/2	2	001 2401 038676401 WATER	Invoice	05/18/2024	06/10/2024	79.00	79.00	200-60-41713		624	1
05/23/2	1	027815002 Library	Invoice	05/23/2024	06/10/2024	173.99	173.99	100-45-41713		624	1
05/23/2	2	0205236602 STREET	Invoice	05/23/2024	06/10/2024	167.74	167.74	100-40-41713		624	1
05/23/2	3	039605901 HPD	Invoice	05/23/2024	06/10/2024	68.47	68.47	100-25-41713		624	1
05/23/2	4	205095301 HFD	Invoice	05/23/2024	06/10/2024	101.20	101.20	100-55-41717		624	1
Total 972 COX COMMUNICATIONS:						669.40	669.40				
<b>6877 D.O.P.L</b>											
MAY 20	1	BUILDING PERMIT & FEES MAY 2024	Invoice	06/05/2024	06/10/2024	13,119.09	13,119.09	100-00-20325		624	1
Total 6877 D.O.P.L:						13,119.09	13,119.09				
<b>6954 DABNEY, NATHANIEL</b>											
100	1	Labor - library projects	Invoice	05/28/2024	06/10/2024	160.00	160.00	100-45-41413		624	1
Total 6954 DABNEY, NATHANIEL:						160.00	160.00				
<b>601 DEMCO</b>											
748679	1	library processing labels & supplies	Invoice	05/21/2024	06/10/2024	133.17	133.17	100-45-41215		624	1
Total 601 DEMCO:						133.17	133.17				
<b>1636 ELEVATION BUILDERS</b>											
BP - 23	1	Hailey Clean Energy Rebate BP 23-121	Invoice	06/04/2024	06/10/2024	1,250.00	1,250.00	100-00-20326		624	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 1636 ELEVATION BUILDERS:						1,250.00	1,250.00				
<b>2628 FASTENAL COMPANY</b>											
IDJER1	1	PARTS/TOOLS FOR WRF WW	Invoice	05/23/2024	06/10/2024	350.27	350.27	210-70-41403		624	1
Total 2628 FASTENAL COMPANY:						350.27	350.27				
<b>50376 FERGUSON ENTERPRISES #3007</b>											
065256	1	BACKFLOW COMPLETE REPAIR KIT	Invoice	05/29/2024	06/10/2024	166.00	166.00	100-50-41405		624	1
263734	1	RESTROOM REPAIR PARTS	Invoice	05/21/2024	06/10/2024	142.96	142.96	100-50-41403		624	1
Total 50376 FERGUSON ENTERPRISES #3007:						308.96	308.96				
<b>1464 FISHER'S FINANCE INC</b>											
366210	1	Library Cartridge 5.20.24 - 6.20.24	Invoice	05/22/2024	06/10/2024	377.91	377.91	100-45-41323		624	1
Total 1464 FISHER'S FINANCE INC:						377.91	377.91				
<b>2134 GEOBILITY LLC</b>											
1063	1	1063 PROF. GIS SERVICES MAY 2024 W SPLIT	Invoice	06/01/2024	06/10/2024	172.50	172.50	200-60-41313		624	1
1063	2	1063 PROF. GIS SERVICES MAY 2024 WW SPLIT	Invoice	06/01/2024	06/10/2024	172.50	172.50	210-70-41313		624	1
1063	3	1063 PROF. GIS SERVICES MAY 2024 WW	Invoice	06/01/2024	06/10/2024	82.00	82.00	210-70-41313		624	1
1063	4	1063 PROF. GIS SERVICES MAY 2024 W	Invoice	06/01/2024	06/10/2024	2,126.00	2,126.00	200-60-41313		624	1
1063	5	1063 PROF. GIS SERVICES MAY 2024 STS	Invoice	06/01/2024	06/10/2024	1,656.00	1,656.00	100-40-41313		624	1
Total 2134 GEOBILITY LLC:						4,209.00	4,209.00				
<b>6551 GGLO, LLC</b>											
202403	1	HOP PORTER & BULLION STSCPS 5/1-5/31	Invoice	06/05/2024	06/10/2024	4,025.00	4,025.00	120-50-41549	24.40.0002.1	624	1
Total 6551 GGLO, LLC:						4,025.00	4,025.00				
<b>336 GO FER IT EXPRESS</b>											
128861	1	LOCAL SHIPPING WW.	Invoice	05/31/2024	06/10/2024	166.95	166.95	210-70-41213		624	1
128861	2	LOCAL SHIPPING W.	Invoice	05/31/2024	06/10/2024	109.20	109.20	200-60-41213		624	1
Total 336 GO FER IT EXPRESS:						276.15	276.15				

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period	Separate Check
<b>1850 GREAT AMERICA FINANCIAL SERVICES</b>											
366690	1	Invoice# 36669058 07/2024	Invoice	05/29/2024	06/10/2024	124.00	124.00	100-20-41323		624	1
Total 1850 GREAT AMERICA FINANCIAL SERVICES:						124.00	124.00				
<b>5410 HDR ENGINEERING INC</b>											
120062	1	HEADWORKS IMPR. PROJ. BILLING #8	Invoice	05/29/2024	06/10/2024	63,396.82	63,396.82	235-78-41549	24.70.0001.1	624	1
Total 5410 HDR ENGINEERING INC:						63,396.82	63,396.82				
<b>6605 ICCTFOA DISCTRICT IV</b>											
DICTRI	1	District IV Dues 2023-2024 - MC, DC, JP, BS	Invoice	04/17/2024	06/10/2024	13.33	13.33	100-15-41711		624	1
DICTRI	2	District IV Dues 2023-2024 - MC, DC, JP, BS	Invoice	04/17/2024	06/10/2024	13.33	13.33	200-15-41711		624	1
DICTRI	3	District IV Dues 2023-2024 - MC, DC, JP, BS	Invoice	04/17/2024	06/10/2024	13.34	13.34	210-15-41711		624	1
Total 6605 ICCTFOA DISCTRICT IV:						40.00	40.00				
<b>671 IDAHO LUMBER &amp; HARDWARE</b>											
988897	1	Plywood, Fir & Furring Strip	Invoice	05/16/2024	06/10/2024	367.96	367.96	100-55-41217		624	1
988900	1	FIR 6/6	Invoice	05/16/2024	06/10/2024	76.42	76.42	100-55-41217		624	1
988905	1	Screw Wood Star, Liquid Nails hvy dty, Plywood	Invoice	05/16/2024	06/10/2024	91.09	91.09	100-55-41217		624	1
989144	1	Liquid Nails Hvy Dty/Screw Wood	Invoice	05/19/2024	06/10/2024	14.98	14.98	100-55-41217		624	1
989204	1	CUTTING WHEELS	Invoice	05/20/2024	06/10/2024	16.47	16.47	200-60-41405		624	1
989228	1	SCREWS AND WASHERS FOR WOODSIDE	Invoice	05/20/2024	06/10/2024	18.98	18.98	200-60-41413		624	1
989258	1	HOP PORTER CEDAR 2X4	Invoice	05/20/2024	06/10/2024	37.37	37.37	100-50-41405		624	1
989330	1	HOP PORTER REPAIR SUPPLIES	Invoice	05/21/2024	06/10/2024	27.95	27.95	100-50-41405		624	1
989383	1	HOP PORTER REPAIR SUPPLIES	Invoice	05/21/2024	06/10/2024	15.74	15.74	100-50-41405		624	1
989469	1	Bolt per pound	Invoice	05/21/2024	06/10/2024	7.85	7.85	100-55-41217		624	1
989681	1	HOP PORTER REPAIR SUPPLIES	Invoice	05/23/2024	06/10/2024	24.59	24.59	100-50-41405		624	1
989687	1	HOP PORTER REPAIR SUPPLIES	Invoice	05/23/2024	06/10/2024	100.59	100.59	100-50-41405		624	1
989694	1	HOP PORTER REPAIR SUPPLIES	Invoice	05/23/2024	06/10/2024	15.99	15.99	100-50-41405		624	1
989695	1	E513 H2O Tank Seak	Invoice	05/23/2024	06/10/2024	37.98	37.98	100-55-41405		624	1
989711	1	WIRE BRUSHES FOR CLEANING BOLTS	Invoice	05/23/2024	06/11/2024	16.57	16.57	200-60-41403		624	1
989712	1	Inv 989712 Play sand - library mud kitchen	Invoice	05/23/2024	06/10/2024	72.91	72.91	100-45-41215		624	1
989984	1	HOP PORTER REPAIR SUPPLIES	Invoice	05/26/2024	06/10/2024	35.50	35.50	100-50-41405		624	1
990137	1	ZIP TIES	Invoice	05/28/2024	06/10/2024	9.99	9.99	200-60-41403		624	1
990267	1	SKILL SAW BLADE	Invoice	05/29/2024	06/10/2024	19.99	19.99	200-60-41405		624	1
990310	1	LINE PAINTING SUPPLIES	Invoice	05/29/2024	06/10/2024	6.17	6.17	100-40-41405		624	1
990361	1	PVC PARTS FOR REGUALTOR	Invoice	05/29/2024	06/10/2024	3.58	3.58	200-60-41401		624	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 671 IDAHO LUMBER & HARDWARE:						1,018.67	1,018.67				
<b>400 IDAHO MOUNTAIN EXPRESS</b>											
05/31/2	1	5/01,5/03 - CD PT Admin job opening	Invoice	05/31/2024	06/10/2024	185.50	185.50	100-20-41319		624	1
05/31/2	2	5/8, 5/10 - Job Opening Parks	Invoice	05/31/2024	06/10/2024	185.50	185.50	100-50-41319		624	1
05/31/2	3	Stream Alt. App WRLT, Dsgn rev App: McCloud & Ida	Invoice	05/31/2024	06/10/2024	61.64	61.64	100-20-41319		624	1
05/31/2	4	Lot Line Adj - F&G Real Estate	Invoice	05/31/2024	06/10/2024	44.16	44.16	100-20-41319		624	1
05/31/2	5	5/28 CC - Prop amend to 2024 Cap Budg Comp	Invoice	05/31/2024	06/10/2024	14.72	14.72	100-15-41319		624	1
05/31/2	6	5/28 CC - Prop amend to 2024 Cap Budg Comp	Invoice	05/31/2024	06/10/2024	14.72	14.72	200-15-41319		624	1
05/31/2	7	5/28 CC - Prop amend to 2024 Cap Budg Comp	Invoice	05/31/2024	06/10/2024	14.72	14.72	210-15-41319		624	1
05/31/2	8	Lot Line Adj - Tyler & Laura Jones	Invoice	05/31/2024	06/10/2024	35.88	35.88	100-20-41319		624	1
05/31/2	9	Lot Line Adj - Evelyn Avery	Invoice	05/31/2024	06/10/2024	36.80	36.80	100-20-41319		624	1
05/31/2	10	6/3 P&Z - Housing Initiatives discuss, Cont of Dsng R	Invoice	05/31/2024	06/10/2024	71.76	71.76	100-20-41319		624	1
05/31/2	11	6/17 P&Z - Plat App: Quigley Farm & Guerra-Ori LLC,	Invoice	05/31/2024	06/10/2024	65.32	65.32	100-20-41319		624	1
Total 400 IDAHO MOUNTAIN EXPRESS:						730.72	730.72				
<b>22433 IDAHO POWER</b>											
05/20/2	1	IP 2204935643 - 1811 Merlin Loop	Invoice	05/20/2024	06/10/2024	809.02	809.02	100-40-41717		624	1
05/20/2	2	IP 2204935643 - 617 3rd Ave S	Invoice	05/20/2024	06/10/2024	299.72	299.72	100-55-41717		624	1
05/20/2	3	IP 2204935643 - 116 River St.	Invoice	05/20/2024	06/10/2024	139.82	139.82	100-50-41718		624	1
05/20/2	4	ip 2204935643 - 7 Croy St.	Invoice	05/20/2024	06/10/2024	601.04	601.04	100-45-41717		624	1
05/20/2	5	IP 2204935643 - 115 Main St 2nd Floor	Invoice	05/20/2024	06/10/2024	263.82	263.82	100-42-41717		624	1
05/20/2	6	IP 2204935643 - 115 Main St 2nd Floor	Invoice	05/20/2024	06/10/2024	263.82	263.82	200-42-41717		624	1
05/20/2	7	IP 2204935643 - 115 Main St 2nd Floor	Invoice	05/20/2024	06/10/2024	263.82	263.82	210-42-41717		624	1
05/20/2	8	IP 2204637769 WW	Invoice	05/20/2024	06/10/2024	13,763.21	13,763.21	210-70-41717		624	1
05/20/2	9	IP2207611134 Street - 89 Croy Rd	Invoice	05/20/2024	06/10/2024	25.59	25.59	100-40-41715		624	1
Total 22433 IDAHO POWER:						16,429.86	16,429.86				
<b>138 IDAHO RURAL WATER ASSOC.</b>											
2752	1	YEARLY MEMBERSHIP DUES WW.	Invoice	06/01/2024	06/10/2024	332.50	332.50	210-70-41711		624	1
2752	2	YEARLY MEMBERSHIP DUES W.	Invoice	06/01/2024	06/10/2024	332.50	332.50	200-60-41711		624	1
Total 138 IDAHO RURAL WATER ASSOC.:						665.00	665.00				
<b>534 IDEQ</b>											
CI6065	1	DRINKIG WATER ASSESSMENT FEE	Invoice	06/01/2024	06/10/2024	2,747.00	2,747.00	200-60-41311		624	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 534 IDEQ:						2,747.00	2,747.00				
<b>612 INGRAM BOOK COMPANY</b>											
MAY 20	1	STEM Grant book purchases	Invoice	06/02/2024	06/10/2024	182.51	182.51	100-45-41549	24.45.0007.1	624	1
MAY 20	2	STEM Grant book purchases	Invoice	06/02/2024	06/10/2024	31.27	31.27	100-45-41549	24.45.0007.1	624	1
MAY 20	3	STEM Grant book purchases	Invoice	06/02/2024	06/10/2024	73.12	73.12	100-45-41549	24.45.0007.1	624	1
MAY 20	4	STEM Grant book purchases	Invoice	06/02/2024	06/10/2024	26.66	26.66	100-45-41549	24.45.0007.1	624	1
MAY 20	5	SoAllCanRead Grant book purchases	Invoice	06/02/2024	06/10/2024	311.88	311.88	100-45-41549	23.45.0005.1	624	1
MAY 20	6	SoAllCanRead book purchases	Invoice	06/02/2024	06/10/2024	18.71	18.71	100-45-41549	23.45.0005.1	624	1
MAY 20	7	SoAllCanRead Grant book purchases	Invoice	06/02/2024	06/10/2024	78.93	78.93	100-45-41549	23.45.0005.1	624	1
MAY 20	8	Ingram MSD Collection May 2024	Invoice	06/02/2024	06/10/2024	3,509.12	3,509.12	100-45-41535		624	1
Total 612 INGRAM BOOK COMPANY:						4,232.20	4,232.20				
<b>229 INTEGRATED TECHNOLOGIES</b>											
241637	1	SHARP BP 50C36	Invoice	05/24/2024	06/10/2024	70.06	70.06	100-25-41405		624	1
Total 229 INTEGRATED TECHNOLOGIES:						70.06	70.06				
<b>384 INTERMOUNTAIN GAS COMPANY</b>											
05/23/2	1	536199 P/W 33.3%	Invoice	05/23/2024	06/10/2024	10.69	10.69	100-42-41717		624	1
05/23/2	2	536199 P/W 33.3%	Invoice	05/23/2024	06/10/2024	10.69	10.69	200-42-41717		624	1
05/23/2	3	536199 P/W 33.3%	Invoice	05/23/2024	06/10/2024	10.69	10.69	210-42-41717		624	1
05/23/2	4	536199 LIBRARY	Invoice	05/23/2024	06/10/2024	32.06	32.06	100-45-41717		624	1
05/23/2	5	520352 PW 1241 WAR EAGLE	Invoice	05/23/2024	06/10/2024	15.45	15.45	100-50-41717		624	1
05/23/2	6	223166 4297 Glenbrook Shop	Invoice	05/23/2024	06/10/2024	144.53	144.53	210-70-41717		624	1
05/23/2	7	629802, HPD 311 E Cedar	Invoice	05/23/2024	06/10/2024	189.84	189.84	100-25-41717		624	1
05/23/2	8	517964 Woodside Treatment Plant	Invoice	05/23/2024	06/10/2024	219.26	219.26	210-70-41717		624	1
05/23/2	9	223157 4297 Glenbrook A	Invoice	05/23/2024	06/10/2024	98.57	98.57	210-70-41717		624	1
05/23/2	10	634547 4297 Glenbrook Bio-Solids	Invoice	05/23/2024	06/10/2024	261.09	261.09	210-70-41717		624	1
05/23/2	11	475252 WW Treatment Plant	Invoice	05/23/2024	06/10/2024	113.43	113.43	210-70-41717		624	1
05/23/2	12	629797 ST. 1811 merlin lp	Invoice	05/23/2024	06/10/2024	157.15	157.15	100-40-41717		624	1
05/23/2	13	518056 AD 116 S. River St	Invoice	05/23/2024	06/10/2024	81.00	81.00	100-50-41718		624	1
05/23/2	14	475481 HFD 617 S 3rd Ave	Invoice	05/23/2024	06/10/2024	29.64	29.64	100-55-41717		624	1
Total 384 INTERMOUNTAIN GAS COMPANY:						1,374.09	1,374.09				
<b>50395 JACKSON GROUP PETERBILT, INC</b>											
318862	1	HOSE PROTECTOR	Invoice	04/15/2024	05/13/2024	11.98	11.98	100-40-41405		524	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
CM318	1	HOSE PROTECTOR RETURN	Invoice	04/16/2024	05/13/2024	11.98-	11.98-	100-40-41405		524	1
Total 50395 JACKSON GROUP PETERBILT, INC:						.00	.00				
<b>345 JACOBS ENGINEERING GROUP INC</b>											
D37536	1	June Comp Plan	Invoice	06/05/2024	06/10/2024	19,868.09	19,868.09	120-10-41549	24.20.0002.1	624	1
Total 345 JACOBS ENGINEERING GROUP INC:						19,868.09	19,868.09				
<b>330 JANE'S ARTIFACTS</b>											
062286	1	City hall supplies, birthday card	Invoice	05/24/2024	06/10/2024	10.81	10.81	100-15-41215		624	1
062286	2	City hall supplies, birthday card	Invoice	05/24/2024	06/10/2024	10.81	10.81	200-15-41215		624	1
062286	3	City hall supplies, birthday card	Invoice	05/24/2024	06/10/2024	10.81	10.81	210-15-41215		624	1
Total 330 JANE'S ARTIFACTS:						32.43	32.43				
<b>1065 JOE'S BACKHOE SERVICES INC</b>											
24-712	1	WTR MTR VLT RPL AT 1031 FOREST BEND	Invoice	05/05/2024	06/10/2024	2,664.00	2,664.00	200-60-41403		624	1
24-801	1	WTR MTR VLT RPL AT 1141 NORTHRIDGE	Invoice	05/12/2024	06/10/2024	2,313.00	2,313.00	200-60-41403		624	1
Total 1065 JOE'S BACKHOE SERVICES INC:						4,977.00	4,977.00				
<b>386 L.L. GREENS</b>											
A73614	1	WORKGLOVES, FASTENERS	Invoice	05/20/2024	06/10/2024	19.44	19.44	100-50-41405		624	1
A73765	1	PVC PARTS	Invoice	06/03/2024	06/10/2024	2.78	2.78	200-60-41413		624	1
B43795	1	B437952 sandpaper discs	Invoice	05/24/2024	06/10/2024	4.64	4.64	100-45-41413		624	1
B43829	1	PARTS FOR WRF WW	Invoice	05/28/2024	06/10/2024	12.99	12.99	210-70-41421		624	1
B43836	1	CUTTING WHEELS FOR GRINDER	Invoice	05/29/2024	06/10/2024	7.98	7.98	200-60-41403		624	1
C6216	1	TOOLS FOR WRF WW	Invoice	05/23/2024	06/10/2024	128.97	128.97	210-70-41405		624	1
Total 386 L.L. GREENS:						176.80	176.80				
<b>227 L.N. CURTIS AND SONS</b>											
INV789	1	Vincent & Hairston - Jackets/Pants Turnouts rem. bal	Invoice	02/06/2024	06/10/2024	85.15	85.15	100-55-41703		624	1
INV826	1	HFD CLOTHING MAINT.	Invoice	05/22/2024	06/10/2024	293.66	293.66	100-55-41703		624	1
INV828	1	PLC Repair	Invoice	05/28/2024	06/10/2024	1,420.00	1,420.00	100-55-41703		624	1
Total 227 L.N. CURTIS AND SONS:						1,798.81	1,798.81				

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period	Separate Check
<b>2958 LEOS, CHRISTINA</b>											
02/23/2	1	CLEANING REFUND - TCW	Invoice	02/23/2024	03/11/2024	100.00	100.00	100-00-32265		324	1
02/23/2		Chk No: 57885 (1)	Calculated	03/11/2024			100.00-	1000020301		324	1
02/23/2		Chk No: 57885 (1)	Calculated	06/05/2024			100.00	1000020301		324	1
06/04/2	1	CLEANING REFUND - TCW	Invoice	06/04/2024	06/10/2024	100.00	100.00	100-00-32265		624	1
Total 2958 LEOS, CHRISTINA:						200.00	200.00				
<b>928 MAGIC VALLEY LABS, INC.</b>											
31384	1	DRINKING WATER SAMPLES	Invoice	05/29/2024	06/10/2024	168.00	168.00	200-60-41795		624	1
31384	2	INDIAN CREEK SPRING SAMPLES	Invoice	05/29/2024	06/10/2024	186.00	186.00	200-60-41795		624	1
31385	1	INFLUENT AND EFFLUENT SAMPLES WW	Invoice	05/29/2024	06/10/2024	1,120.00	1,120.00	210-70-41795		624	1
Total 928 MAGIC VALLEY LABS, INC.:						1,474.00	1,474.00				
<b>4495 MIDWEST TAPE LLC</b>											
505479	1	MEDIA	Invoice	05/16/2024	06/10/2024	38.98	38.98	100-45-41535		624	1
505518	1	MEDIA	Invoice	05/24/2024	06/10/2024	184.27	184.27	100-45-41535		624	1
505518	1	MEDIA	Invoice	05/24/2024	06/10/2024	25.49	25.49	100-45-41535		624	1
505548	1	MEDIA	Invoice	05/30/2024	06/10/2024	153.69	153.69	100-45-41535		624	1
Total 4495 MIDWEST TAPE LLC:						402.43	402.43				
<b>251 NAPA AUTO PARTS</b>											
185653	1	HPD F150 OXYGEN SENSOR	Invoice	05/07/2024	06/10/2024	36.89	36.89	100-25-41415		624	1
187333	1	FUEL AND OIL FILTER	Invoice	05/22/2024	06/10/2024	18.95	18.95	210-70-41719		624	1
187340	1	FUEL FILTER	Invoice	05/22/2024	06/10/2024	4.85	4.85	210-70-41719		624	1
Total 251 NAPA AUTO PARTS:						60.69	60.69				
<b>1255 NAPA AUTO PARTS - STREETS #1228</b>											
181350	1	OIL filter	Invoice	03/26/2024	06/10/2024	29.78	29.78	100-40-41405		624	1
186445	1	ELECTRODE STICK #4032	Invoice	05/14/2024	06/10/2024	22.99	22.99	100-40-41405		624	1
186856	1	COOLING BANDANAS	Invoice	05/17/2024	06/10/2024	63.92	63.92	100-40-41423		624	1
187356	1	WEATHERSHIELD EN HOSE	Invoice	05/22/2024	06/10/2024	173.14	173.14	100-40-41405		624	1
188497	1	OIL AND OIL FILTER FOR TK#6036	Invoice	06/03/2024	06/10/2024	67.84	67.84	200-60-41415		624	1
Total 1255 NAPA AUTO PARTS - STREETS #1228:						357.67	357.67				

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period	Separate Check
<b>307 NORTH CENTRAL LABORATORIES</b>											
504240	1	QA/QC STANDARD WW	Invoice	05/23/2024	06/10/2024	57.07	57.07	210-70-41795		624	1
Total 307 NORTH CENTRAL LABORATORIES:						57.07	57.07				
<b>257 NORTHWEST EQUIPMENT SALES, INC</b>											
191065	1	PARTS #4094	Invoice	05/30/2024	06/10/2024	53.60	53.60	100-40-41405		624	1
Total 257 NORTHWEST EQUIPMENT SALES, INC:						53.60	53.60				
<b>50298 O'REILLY AUTO PARTS</b>											
4635-4	1	wiper fluid and glo	Invoice	05/09/2024	06/10/2024	28.25	28.25	100-25-41415		624	1
4635-4	1	BATTERIES FOR RIVER GENERATOR WW	Invoice	05/28/2024	06/10/2024	320.86	320.86	210-70-41403		624	1
4635-4	1	DEF FOR VAC-TRUCK WW	Invoice	05/28/2024	06/10/2024	21.98	21.98	210-70-41719		624	1
4635-4	1	TAPE/SUPPLIES	Invoice	05/29/2024	06/10/2024	8.18	8.18	100-25-41215		624	1
Total 50298 O'REILLY AUTO PARTS:						379.27	379.27				
<b>755 O'REILLY AUTO PARTS - STREETS #2883989</b>											
4635-4	1	O-RING	Invoice	05/19/2024	06/10/2024	39.98	39.98	100-40-41405		624	1
4635-4	1	CONVEX MIRROR #4094	Invoice	05/22/2024	06/10/2024	22.99	22.99	100-40-41405		624	1
Total 755 O'REILLY AUTO PARTS - STREETS #2883989:						62.97	62.97				
<b>6217 OVERDRIVE</b>											
03040C	1	0340CO24153719 5.20.24 Advantage OverDrive	Invoice	05/20/2024	06/10/2024	40.00	40.00	100-45-41535		624	1
03040D	1	03040CO24161459 5.28.24 ADVANTAGE	Invoice	05/28/2024	06/10/2024	75.00	75.00	100-45-41535		624	1
Total 6217 OVERDRIVE:						115.00	115.00				
<b>50642 PATTERSON, DENNIS</b>											
CR RE	1	2809 GLENBROOK	Invoice	06/04/2024	06/10/2024	68.91	68.91	100-00-15110		624	1
Total 50642 PATTERSON, DENNIS:						68.91	68.91				
<b>438 PLATT</b>											
5C0150	1	TOOLS BOXES FOR SHANE	Invoice	04/29/2024	06/10/2024	49.94	49.94	200-60-41405		624	1
5E3626	1	BLANK CONCRETE LID	Invoice	05/24/2024	06/10/2024	1,763.01	1,763.01	100-40-41405		624	1
5E9492	1	TOOLS FOR WRF WW	Invoice	05/24/2024	06/10/2024	188.00	188.00	210-70-41423		624	1
5E9512	1	TOOLS FOR WRF WW	Invoice	05/22/2024	06/10/2024	213.20	213.20	210-70-41423		624	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
5E9563	1	MAINT. SUPPLIES	Invoice	05/22/2024	06/10/2024	208.97	208.97	100-50-41405		624	1
5F0131	1	JUNCTION BOXES FOR RIVER ST. REWIRING	Invoice	05/22/2024	06/10/2024	18.72	18.72	200-60-41413		624	1
5F1306	1	PARTS FOR WRF WW	Invoice	05/23/2024	06/10/2024	137.56	137.56	210-70-41405		624	1
5F1820	1	PARTS FOR WRF WW	Invoice	05/24/2024	06/10/2024	22.11	22.11	210-70-41405		624	1
5F2923	1	TOOLS FOR WRF WW	Invoice	05/25/2024	06/10/2024	398.00	398.00	210-70-41423		624	1
5F3283	1	TOOLS BOXES FOR SHANE	Invoice	05/25/2024	06/10/2024	99.94	99.94	200-60-41405		624	1
5F5160	1	LIGHTS AND TOOLS FOR WRF WW	Invoice	05/30/2024	06/10/2024	461.80	461.80	210-70-41413		624	1
6Z7759	1	WIRE TO REWIRE RIVER ST. PUMPHOUSE	Invoice	05/24/2024	06/10/2024	322.86	322.86	200-60-41413		624	1
Total 438 PLATT:						3,884.11	3,884.11				
<b>50641 PLATTER, LISA JO</b>											
CR RE	1	CR REF: 3481 MNT ASH DR	Invoice	05/29/2024	06/10/2024	107.33	107.33	100-00-15110		624	1
Total 50641 PLATTER, LISA JO:						107.33	107.33				
<b>8576 PRIORITY ONE HOME CLEANING SERVICES</b>											
010 06/	1	MAY 13TH WK - CH, HPD	Invoice	06/03/2024	06/10/2024	192.50	192.50	100-42-41413		624	1
010 06/	2	MAY 13TH WK - CH, HPD	Invoice	06/03/2024	06/10/2024	192.50	192.50	200-42-41413		624	1
010 06/	3	MAY 13TH WK - CH, HPD	Invoice	06/03/2024	06/10/2024	192.50	192.50	210-42-41413		624	1
010 06/	4	MAY 13TH WK - WW	Invoice	06/03/2024	06/10/2024	52.50	52.50	210-70-41413		624	1
010 06/	5	MAY 13TH WK - W	Invoice	06/03/2024	06/10/2024	52.50	52.50	200-60-41413		624	1
010 06/	6	MAY 13TH WK - ST	Invoice	06/03/2024	06/10/2024	70.00	70.00	100-40-41413		624	1
010 06/	7	MAY 13TH WK - TCW	Invoice	06/03/2024	06/10/2024	70.00	70.00	100-50-41718		624	1
010 06/	8	MAY 13TH WK - WC	Invoice	06/03/2024	06/10/2024	70.00	70.00	100-50-41603		624	1
Total 8576 PRIORITY ONE HOME CLEANING SERVICES:						892.50	892.50				
<b>5599 QUIGLEY MAP STUDIO</b>											
2024-0	1	#2024-09 Hailey Pathways Map	Invoice	05/07/2024	06/10/2024	4,505.00	4,505.00	100-20-41313		624	1
Total 5599 QUIGLEY MAP STUDIO:						4,505.00	4,505.00				
<b>4586 ROCKY MOUNTAIN VALVES AND AUTOMATION INC</b>											
002528	1	PLUG VALVES AND ACTUATORS - BIOSOLIDS	Invoice	05/29/2024	06/10/2024	21,251.46	21,251.46	230-75-41547		624	1
Total 4586 ROCKY MOUNTAIN VALVES AND AUTOMATION INC:						21,251.46	21,251.46				
<b>4160 SAGE SUPPLY INC</b>											
24-440	1	LINE STRIPING - REFL. GLASS BEADS	Invoice	05/20/2024	06/10/2024	275.97	275.97	100-40-41403		624	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 4160 SAGE SUPPLY INC:						275.97	275.97				
<b>2124 SAWTOOTH PAINT &amp; AIRLESS, INC.</b>											
DHCL9	1	line STRIPING - SPRAYER SEAL KIT	Invoice	05/20/2024	06/10/2024	15.98	15.98	100-40-41405		624	1
Total 2124 SAWTOOTH PAINT & AIRLESS, INC.:						15.98	15.98				
<b>214 SAWTOOTH WOOD PRODUCTS</b>											
000014	1	GAS CAN - MIRAVAL	Invoice	05/24/2024	06/10/2024	59.98	59.98	100-50-41405		624	1
Total 214 SAWTOOTH WOOD PRODUCTS:						59.98	59.98				
<b>4726 SETH LIEUALLEN</b>											
5-23-24	1	ANNUAL CONSUMER CONFIDENCE REPORT	Invoice	05/23/2024	06/10/2024	150.00	150.00	200-60-41313		624	1
Total 4726 SETH LIEUALLEN:						150.00	150.00				
<b>4910 SHRED-IT USA</b>											
800721	1	document shredding contract inv. 8007217739	Invoice	05/25/2024	06/10/2024	42.16	42.16	100-15-41325		624	1
800721	2	document shredding contract inv. 8007217739	Invoice	05/25/2024	06/10/2024	42.16	42.16	200-15-41325		624	1
800721	3	document shredding contract inv. 8007217739	Invoice	05/25/2024	06/10/2024	42.16	42.16	210-15-41325		624	1
Total 4910 SHRED-IT USA:						126.48	126.48				
<b>5494 SILVER CREEK SUPPLY</b>											
001550	1	IRRIG'N WIRE	Invoice	05/15/2024	06/10/2024	823.00	823.00	120-40-41549	21.40.0003.1	624	1
001562	1	DEERFIELD IRRIG PARTS	Invoice	05/17/2024	06/10/2024	92.03	92.03	100-50-41403		624	1
001562	1	WIRE, WIRE NUTS	Invoice	05/17/2024	06/10/2024	657.25	657.25	120-40-41549	21.40.0003.1	624	1
001563	1	WOODSIDE IRRIG HEADS, FLAGS	Invoice	05/17/2024	06/10/2024	232.20	232.20	100-50-41403		624	1
001563	1	WOODSIDE IRRIG HEADS	Invoice	05/17/2024	06/10/2024	352.00	352.00	100-50-41403		624	1
001566	1	WOODSIDE IRRIG PARTS	Invoice	05/20/2024	06/10/2024	50.99	50.99	100-50-41403		624	1
001575	1	PIPE CUTTERS AND BLADES	Invoice	05/23/2024	06/10/2024	36.50	36.50	200-60-41403		624	1
001575	2	GALVANIZED BUSHING FOR WOODSIDE	Invoice	05/23/2024	06/10/2024	7.26	7.26	200-60-41403		624	1
Total 5494 SILVER CREEK SUPPLY:						2,251.23	2,251.23				
<b>1239 SIMMS LAW PLLC</b>											
MAY 20	1	professional services Cat L- June 2024	Invoice	06/01/2024	06/10/2024	364.58	364.58	100-15-41313	23.15.0003.1	624	1
MAY 20	2	professional services Cat L- June 2024	Invoice	06/01/2024	06/10/2024	364.58	364.58	200-15-41313	23.15.0003.1	624	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
MAY 20	3	professional services Cat L- June 2024	Invoice	06/01/2024	06/10/2024	364.59	364.59	210-15-41313	23.15.0003.1	624	1
MAY 20	4	professional services - June 2024	Invoice	06/01/2024	06/10/2024	2,654.17	2,654.17	100-15-41313		624	1
MAY 20	5	professional services - June 2024	Invoice	06/01/2024	06/10/2024	2,654.17	2,654.17	200-15-41313		624	1
MAY 20	6	professional services - June 2024	Invoice	06/01/2024	06/10/2024	2,654.16	2,654.16	210-15-41313		624	1
Total 1239 SIMMS LAW PLLC:						9,056.25	9,056.25				
<b>4045 STOKES, BECKY</b>											
LELVY	1	STO budget/Levy training drive to TF	Invoice	05/31/2024	06/10/2024	30.38	30.38	100-15-41724		624	1
LELVY	2	STO budget/Levy training drive to TF	Invoice	05/31/2024	06/10/2024	30.37	30.37	200-15-41724		624	1
LELVY	3	STO budget/Levy training drive to TF	Invoice	05/31/2024	06/10/2024	30.37	30.37	210-15-41724		624	1
Total 4045 STOKES, BECKY:						91.12	91.12				
<b>283 STRIVE WORKPLACE SOLUTIONS</b>											
WO-16	1	OFFICE/CLEANING SUPPLIES WW	Invoice	05/23/2024	06/10/2024	386.37	386.37	210-70-41413		624	1
Total 283 STRIVE WORKPLACE SOLUTIONS:						386.37	386.37				
<b>6913 SUMMIT POLYGRAPH LLC</b>											
24SP-6	1	POLYGRAPH THOMAS ALLEN	Invoice	05/31/2024	06/10/2024	200.00	200.00	100-25-41733		624	1
Total 6913 SUMMIT POLYGRAPH LLC:						200.00	200.00				
<b>819 THE APPLIANCE SERVICE COMPANY</b>											
17159	1	check fridge in hpd kitchen	Invoice	05/23/2024	06/10/2024	95.00	95.00	100-25-41413		624	1
Total 819 THE APPLIANCE SERVICE COMPANY:						95.00	95.00				
<b>6344 T-MOBILE</b>											
5/21/20	1	HPD CELL PHONES	Invoice	05/21/2024	06/10/2024	387.14	387.14	100-25-41711		624	1
Total 6344 T-MOBILE:						387.14	387.14				
<b>1613 TND ARCHITECTS PPLC</b>											
1779	1	TCW RR Remodel design dev.	Invoice	05/24/2024	06/10/2024	1,916.25	1,916.25	120-50-41539	22.50.0001.1	624	1
Total 1613 TND ARCHITECTS PPLC:						1,916.25	1,916.25				

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period	Separate Check
<b>5731 TRAFFIC SAFETY SUPPLY</b>											
INV070	1	RRFB AMBER LIGHT BAR	Invoice	05/28/2024	06/10/2024	788.34	788.34	100-40-41403		624	1
Total 5731 TRAFFIC SAFETY SUPPLY:						788.34	788.34				
<b>2817 UNITED OIL</b>											
CL5493	1	FUEL CHARGES STS	Invoice	04/30/2024	06/10/2024	902.63	902.63	100-40-41719		624	1
CL5623	1	PUMPED FUEL	Invoice	05/15/2024	06/10/2024	55.68	55.68	210-70-41719		624	1
CL5623	1	PUMPED VEHICLE FUEL W.	Invoice	05/15/2024	06/10/2024	305.21	305.21	200-60-41719		624	1
CL5623	1	HFD FUEL	Invoice	05/15/2024	06/10/2024	517.53	517.53	100-55-41719		624	1
CL5623	1	FUEL CHARGES PARKS	Invoice	05/15/2024	06/10/2024	275.50	275.50	100-50-41719		624	1
CL5623	1	FUEL CHARGES STS	Invoice	05/15/2024	06/10/2024	1,104.02	1,104.02	100-40-41719		624	1
CL5624	1	HPD FUEL	Invoice	05/15/2024	06/10/2024	1,258.80	1,258.80	100-25-41719		624	1
Total 2817 UNITED OIL:						4,419.37	4,419.37				
<b>22444 USA BLUE BOOK</b>											
INV003	1	FIRE HYDRANT EXTENSION	Invoice	05/15/2024	06/10/2024	1,450.90	1,450.90	200-60-41403		624	1
Total 22444 USA BLUE BOOK:						1,450.90	1,450.90				
<b>2020 VALLEY WIDE COOPERATIVE</b>											
79219/	1	Wrench & Socket to rpl pipe at regulator	Invoice	06/03/2024	06/10/2024	51.98	51.98	200-60-41403		624	1
Total 2020 VALLEY WIDE COOPERATIVE:						51.98	51.98				
<b>50643 VANDERHOOF, JESSE and EMILY</b>											
CR RE	1	403 E CHESTNUT	Invoice	06/04/2024	06/10/2024	87.37	87.37	100-00-15110		624	1
Total 50643 VANDERHOOF, JESSE and EMILY:						87.37	87.37				
<b>6599 VEGA AMERICAS, INC</b>											
493345	1	CL2 LEVEL SENSORS	Invoice	12/15/2023	06/10/2024	3,929.98	3,929.98	200-60-41401		624	1
605624	1	SHIPPING	Invoice	04/26/2024	06/10/2024	42.87	42.87	200-60-41401		624	1
Total 6599 VEGA AMERICAS, INC:						3,972.85	3,972.85				
<b>209 WEBB LANDSCAPING</b>											
B-IN-19	1	FLOWER PROJ. PLANTS	Invoice	05/31/2024	06/10/2024	8,653.56	8,653.56	100-50-41325	19.40.0004.1	624	1
B-IN-19	1	FLOWER PROJ. DELIV. FEE	Invoice	05/31/2024	06/10/2024	74.99	74.99	100-50-41325	19.40.0004.1	624	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
B-IN-19	1	LIBRARY FLOWER PROJ. PLANTS	Invoice	05/31/2024	06/10/2024	1,381.93	1,381.93	100-45-41413	19.40.0004.1	624	1
Total 209 WEBB LANDSCAPING:						10,110.48	10,110.48				
<b>368 WESTERN STATES CAT</b>											
IN0027	1	CAT 938M COUPLING	Invoice	05/17/2024	06/10/2024	154.21	154.21	100-40-41405		624	1
IN0027	1	LOAD TEST CAT PORTABLE GENERATOR	Invoice	05/22/2024	06/10/2024	1,035.00	1,035.00	200-60-41415		624	1
Total 368 WESTERN STATES CAT:						1,189.21	1,189.21				
<b>6943 WINCAN LLC</b>											
8500	1	NEW CAMERA TRUCK SOFTWARE/SETUP	Invoice	02/29/2024	06/10/2024	17,950.00	17,950.00	230-75-41547		624	1
Total 6943 WINCAN LLC:						17,950.00	17,950.00				
<b>4381 WOOD RIVER TRAILS COALITION</b>											
400.47	1	TOE OF THE HILL TRAIL MAINT.	Invoice	05/24/2024	06/10/2024	5,595.42	5,595.42	100-50-41325		624	1
Total 4381 WOOD RIVER TRAILS COALITION:						5,595.42	5,595.42				
<b>5437 WORTH PRINTING LLC</b>											
4031	1	Wall Map Poster	Invoice	04/22/2024	06/10/2024	24.99	24.99	100-15-41323		624	1
4031	2	Wall Map Poster	Invoice	04/22/2024	06/10/2024	24.99	24.99	200-15-41323		624	1
4031	3	Wall Map Poster	Invoice	04/22/2024	06/10/2024	24.99	24.99	210-15-41323		624	1
Total 5437 WORTH PRINTING LLC:						74.97	74.97				
<b>6181 YSI INC.</b>											
66989	1	HANDHELD PROBE AND CABLES	Invoice	05/23/2024	06/10/2024	8,581.98	8,581.98	210-70-41795		624	1
Total 6181 YSI INC.:						8,581.98	8,581.98				
Total :						521,935.92	521,935.92				
Grand Totals:						521,935.92	521,935.92				

Summary by General Ledger Account Number



GL Account Number	Debit	Credit	Net
100-00-15110	263.61	.00	263.61
1000020301	100.00	100.00-	.00
100-00-20320	7,750.90	.00	7,750.90
100-00-20325	13,119.09	.00	13,119.09
100-00-20326	1,250.00	.00	1,250.00
100-00-20515	162,500.00	.00	162,500.00
100-00-32265	700.00	.00	700.00
100-10-41717	94.66	.00	94.66
100-15-41215	16.80	.00	16.80
100-15-41313	3,018.75	.00	3,018.75
100-15-41319	14.72	.00	14.72
100-15-41323	24.99	.00	24.99
100-15-41325	42.16	.00	42.16
100-15-41711	13.33	.00	13.33
100-15-41713	210.97	.00	210.97
100-15-41724	161.35	.00	161.35
100-20-41313	4,505.00	.00	4,505.00
100-20-41319	501.06	.00	501.06
100-20-41323	124.00	.00	124.00
100-20-41713	231.25	.00	231.25
100-25-41215	63.47	.00	63.47
100-25-41405	70.06	.00	70.06
100-25-41413	95.00	.00	95.00
100-25-41415	65.14	.00	65.14
100-25-41711	387.14	.00	387.14
100-25-41713	551.39	.00	551.39
100-25-41717	286.65	.00	286.65
100-25-41719	1,258.80	.00	1,258.80
100-25-41733	200.00	.00	200.00
100-40-41215	275.89	.00	275.89
100-40-41313	1,656.00	.00	1,656.00
100-40-41403	1,064.31	.00	1,064.31
100-40-41405	2,293.83	875.61-	1,418.22
100-40-41413	70.00	.00	70.00
100-40-41423	63.92	.00	63.92
100-40-41713	341.58	.00	341.58
100-40-41715	25.59	.00	25.59
100-40-41717	2,217.17	.00	2,217.17
100-40-41719	2,006.65	.00	2,006.65
100-42-41215	11.22	.00	11.22
100-42-41413	192.50	.00	192.50

## Summary by General Ledger Account Number

GL Account Number	Debit	Credit	Net
100-42-41713	36.49	.00	36.49
100-42-41717	388.69	.00	388.69
100-45-41215	349.03	.00	349.03
100-45-41323	377.91	.00	377.91
100-45-41413	1,546.57	.00	1,546.57
100-45-41535	4,044.78	.00	4,044.78
100-45-41549	723.08	.00	723.08
100-45-41713	539.31	.00	539.31
100-45-41717	633.10	.00	633.10
100-50-41319	185.50	.00	185.50
100-50-41325	20,278.36	.00	20,278.36
100-50-41402	355.00	.00	355.00
100-50-41403	1,478.82	.00	1,478.82
100-50-41405	712.12	.00	712.12
100-50-41603	70.00	.00	70.00
100-50-41617	91.21	.00	91.21
100-50-41713	30.44	.00	30.44
100-50-41717	6,386.85	.00	6,386.85
100-50-41718	302.96	.00	302.96
100-50-41719	275.50	.00	275.50
100-55-41217	558.30	.00	558.30
100-55-41405	37.98	.00	37.98
100-55-41703	1,798.81	.00	1,798.81
100-55-41713	209.93	.00	209.93
100-55-41717	502.59	.00	502.59
100-55-41719	517.53	.00	517.53
120-10-41549	19,868.09	.00	19,868.09
120-40-41549	85,555.25	.00	85,555.25
120-50-41539	1,916.25	.00	1,916.25
120-50-41549	4,025.00	.00	4,025.00
200-15-41215	16.80	.00	16.80
200-15-41313	3,018.75	.00	3,018.75
200-15-41319	14.72	.00	14.72
200-15-41323	24.99	.00	24.99
200-15-41325	42.16	.00	42.16
200-15-41711	13.33	.00	13.33
200-15-41713	210.97	.00	210.97
200-15-41724	161.34	.00	161.34

## Summary by General Ledger Account Number

GL Account Number	Debit	Credit	Net
200-42-41215	11.22	.00	11.22
200-42-41413	192.50	.00	192.50
200-42-41713	36.49	.00	36.49
200-42-41717	388.69	.00	388.69
200-60-41213	109.20	.00	109.20
200-60-41311	2,747.00	.00	2,747.00
200-60-41313	2,448.50	.00	2,448.50
200-60-41401	3,976.43	.00	3,976.43
200-60-41403	6,634.38	.00	6,634.38
200-60-41405	186.34	.00	186.34
200-60-41413	415.84	.00	415.84
200-60-41415	1,476.14	.00	1,476.14
200-60-41711	332.50	.00	332.50
200-60-41713	622.44	.00	622.44
200-60-41717	105.85	.00	105.85
200-60-41719	305.21	.00	305.21
200-60-41795	354.00	.00	354.00
210-15-41215	16.80	.00	16.80
210-15-41313	3,018.75	.00	3,018.75
210-15-41319	14.72	.00	14.72
210-15-41323	24.99	.00	24.99
210-15-41325	42.16	.00	42.16
210-15-41711	13.34	.00	13.34
210-15-41713	210.96	.00	210.96
210-15-41724	161.34	.00	161.34
210-42-41215	11.22	.00	11.22
210-42-41413	192.50	.00	192.50
210-42-41713	36.49	.00	36.49
210-42-41717	388.69	.00	388.69
210-70-41213	166.95	.00	166.95
210-70-41313	254.50	.00	254.50
210-70-41403	671.13	.00	671.13
210-70-41405	288.64	.00	288.64
210-70-41413	1,167.75	.00	1,167.75
210-70-41421	12.99	.00	12.99
210-70-41423	799.20	.00	799.20
210-70-41424	25.86	.00	25.86
210-70-41703	176.98	.00	176.98

Summary by General Ledger Account Number

GL Account Number	Debit	Credit	Net
210-70-41711	332.50	.00	332.50
210-70-41713	399.89	.00	399.89
210-70-41717	14,705.94	.00	14,705.94
210-70-41719	101.46	.00	101.46
210-70-41795	9,759.05	.00	9,759.05
220-65-41401	1,838.26	.00	1,838.26
230-75-41547	39,201.46	.00	39,201.46
235-78-41549	63,396.82	.00	63,396.82
Grand Totals:	<u>522,911.53</u>	<u>975.61-</u>	<u>521,935.92</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-
03/24	100.00	.00	100.00
05/24	11.98	11.98-	.00
06/24	522,799.55	100.00-	522,699.55
Grand Totals:	<u>522,911.53</u>	<u>975.61-</u>	<u>521,935.92</u>

**Return to Agenda**

# The Hailey Climate Action Plan



## **Project Staff:**

- **Lisa Horowitz, City Administrator**
- **Emily Rodrigue, City Planner/Resilience Planner**
- **Emily Williams, Sustainability and Grants Coordinator**

## What is a Climate Action Plan?

- A strategic plan and policy guide
- Accounts for historic and present conditions
- Prioritizes actions and presents a community roadmap for reducing greenhouse gas emissions (*mitigation*) and increasing resilience to future environmental shocks and stressors (*adaptation*)

## Why create a Climate Action Plan?

- Strategy for addressing goals and targets (Resolution No. 2020-130, *Hailey Clean Energy Resolution*)
- Local, regional, national momentum
  - Blaine County Climate Action Plan
  - Boise Climate Action Roadmap, McCall Climate Action Plan
  - Federal investments and funding opportunities (cross-sector, research to implementation, Greenhouse Gas Reduction Fund ~ \$27 Billion → CAP is a competitive component for grant funding)

# Hailey Comprehensive Plan Update – Public Engagement Feedback

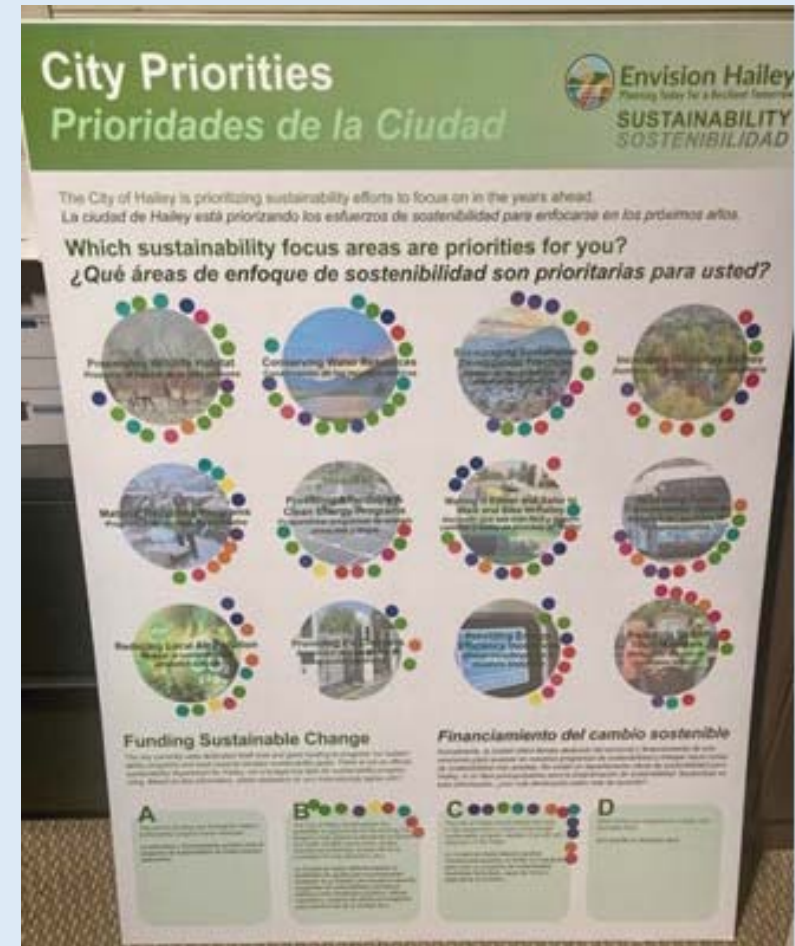
A majority of survey respondents (n=403) selected one of the following prompts to describe the funding structure for Hailey sustainability programming they most strongly agreed with:

*“City of Hailey should explore the possibility of adjustments for the existing City budget, to help expand sustainability programs and public benefits”.*

*“City of Hailey should explore fee and/or tax-based tools to create a full funded sustainability program, capable of growth and expansion in the future”*

Common responses to “*barriers to participation and/or adoption of sustainability efforts*” survey question:

- Financial Cost
- Lack of program awareness
- Difficulty finding time and energy for efforts





# Hailey Climate Action Plan Goals

**Goal 1.** Outline Hailey community-wide greenhouse gas emissions over time, including pre- and post-COVID data.

**Goal 2.** Provide residents, businesses, and City of Hailey officials multiple action steps that reduce emissions, increase resilience to environmental hazards, and enhance overall quality of life.

**Goal 3.** Produce a Hailey-specific resource that is informed by community feedback and integrated with the goals and tactics of the Blaine County Climate Action Plan.

# Vision and Values

## Focus Areas of the Hailey Climate Action Plan



Energy Use and Efficiency



Transportation



Waste Management and Consumption



Natural Resource Stewardship

## Key Values Guiding Hailey CAP Development

- “Best fit” for Hailey
- Partnerships and avoiding redundancy
- Efficient use of City funds and staff capacity
- Co-benefits, wherever possible
- Educate and empower

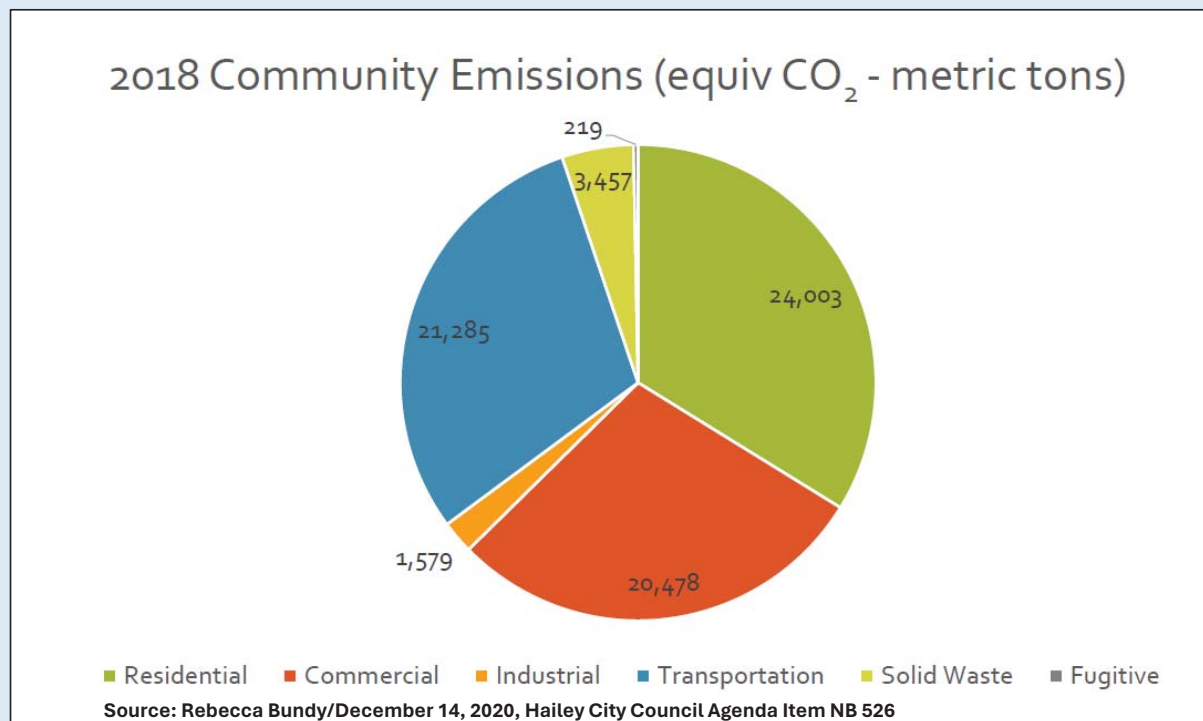
# 2018 Hailey Community-Wide Emissions

Total of 71,021 metric tons\*

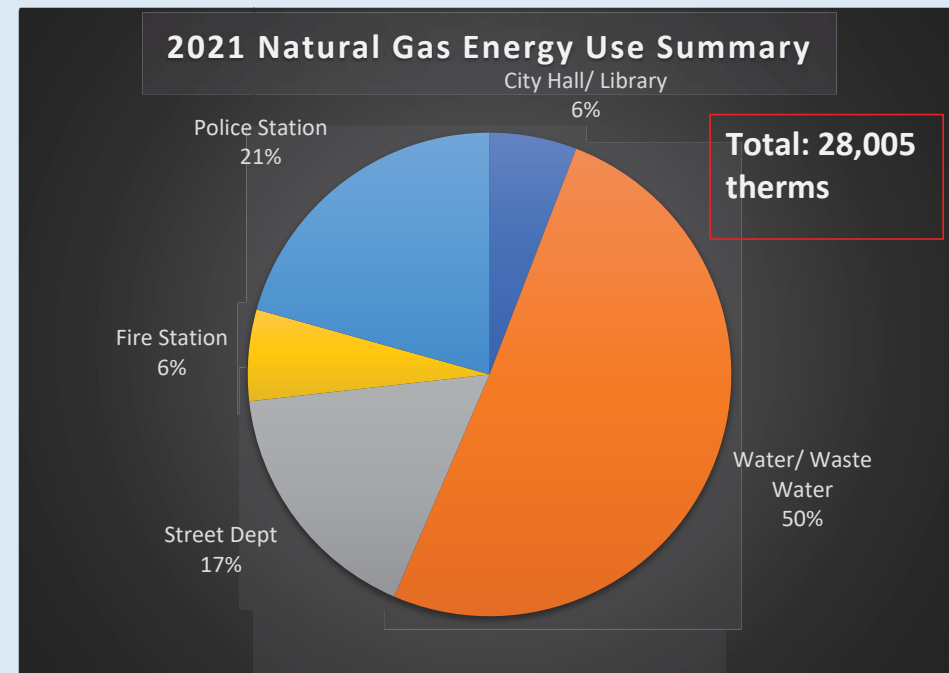
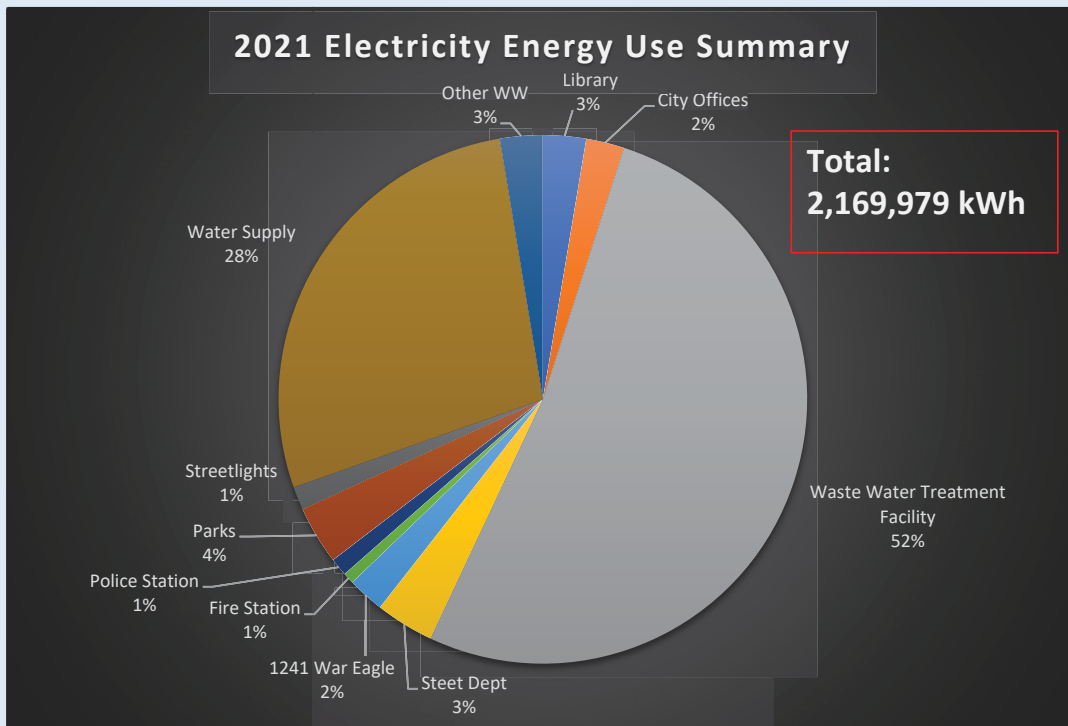
- For comparison...
- City of Boise: 2,491,479 mt (2018)
  - City of McCall: 73,657 mt (2018)
  - Blaine County\*: 332,004 mt (2018)
  - City of Ketchum: 78,743 mt (2018)

*\*Note: Blaine County and Hailey totals do not include activity from Friedman Memorial Airport (SUN).*

*Using a slightly different accounting methodology, and 2020 data (most recently available) SUN produces approx. 21,344 mt/ 6% of Blaine County community emissions.*



# 2021 Hailey Municipal Operations Energy Use



Energy use and emissions are not directly comparable – but they are related.

# 2020 Hailey Municipal Energy Audit



## Audit included key recommendations and findings:

- Integrated digital thermostat system for City Hall
- Ducting/air exchange improvements at Fire Station and Police Station
- General facilities improvement guides for water/wastewater facilities (IDL audit only addressed City buildings)
- LED lighting - everywhere

## Hailey City Energy Audit Highlights

Building	Energy Use Index	Annual Energy Bill
Fire Station	54	\$3,400
Police Building	65	\$6,300
Streets Department	173	\$10,800
City Hall	62	\$8,900
Wastewater Facility <sup>1</sup>	N/A	\$114,500

<sup>1</sup> The wastewater facility bill includes entire plant operation. The IDL only examined the admin offices, which are functioning well and are not prioritized for performance or energy savings.

### Priority of upgrades to increase building performance

1. Fire Station
2. Police Building
3. Streets Department
4. City Hall

### Priority of upgrades to reduce energy costs:

1. Streets Department
2. Police Station
3. City Hall
4. Fire Station

# Climate Action Plan Components and Scope

## Primary CAP Components

### Climate Risk and Vulnerability Assessment

- Boise State University intern, Hazard and Climate Resilience Institute

### 2023 Community-scale Greenhouse Gas Inventory

- Lotus Group, MOU with Blaine County, Cities of Ketchum and Bellevue

### Community Engagement

- Workshops
- Community Asset Mapping
- Surveys
- Youth involvement

### Hailey-specific climate mitigation goals and strategies

- Municipal
- Business/Institutional
- Household/Individual

## Additional Outcomes/Actions

### Funding Strategy Catalogue

- Hailey Budget
- State Grants
- Federal Grants

Feasibility Assessment across City Depts.

### Integration with Hailey Comprehensive Plan Update



### Integration with Blaine County Climate Action Plan


- Adopting sections by reference, where applicable




### Peer Review and Workshopping

- ICLEI
- The Nature Conservancy/Agenw Beck Tech. Assistance
- Boise State University HCRI
- Idaho Sustainability Directors Network
- Local subject matter experts and organizations

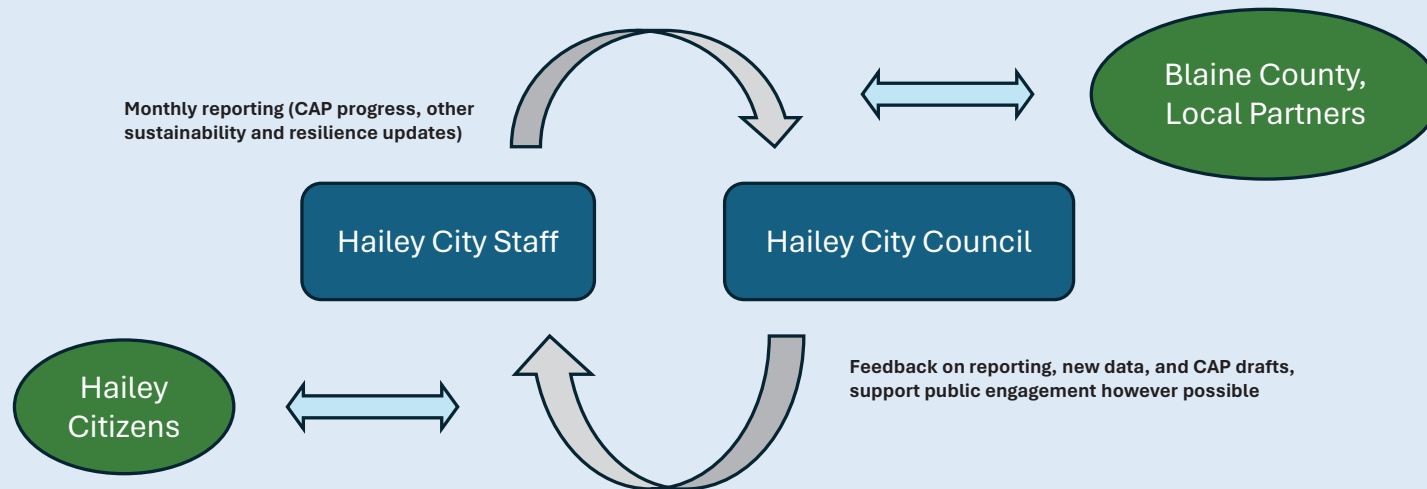
Involvement Level:  Hailey Staff

 Regional/external collaboration

 Community-wide

# Timeline and Next Steps

November 2023	December 2023	January 2024	February 2024	March 2024	April 2024	May 2024	June 2024	July 2024	August 2024	September 2024	October 2024	Winter 24/25	May 2025
Project Conceptualization	Project Scoping and Initiation				Confirmation of BSU Intern		Present CAP Project to Council					CAP Drafting and Revisioning	Final CAP Complete; Official Adoption; Implementation
				GHG Inventory MOU Formation with Blaine Co.	Updated GHG Inventory Data Collection			GHG Inventory Complete					
						Climate Risk and Vulnerability Assessment Process							
									Public Launch of Hailey CAP and Targeted Community Engagement				



- <https://www.cityofboise.org/programs/climate-action/research-and-data/>
- <https://www.mccall.id.us/media/CED/Plans/Resolution%2023-26%20Inventory%20of%20Community%20Greenhouse%20Gas%20Emissions.pdf>
- [https://iflysun.com/wp-content/uploads/2022/08/SUN-Greenhouse-Gas-Inventory\\_2022-FINAL.pdf](https://iflysun.com/wp-content/uploads/2022/08/SUN-Greenhouse-Gas-Inventory_2022-FINAL.pdf)



**Return to Agenda**

**AGENDA ITEM SUMMARY**

**DATE:** June 5, 2024

**DEPARTMENT:** Admin **DEPT. HEAD SIGNATURE:** LH

-----  
**SUBJECT:** Appointment of Urban Renewal Board member to replace Walt Denekas  
-----

**AUTHORITY:**   IAR \_\_\_\_\_  City Ordinance/Code: Hailey Municipal Code Title 2, Section 2.40  
(IFAPPLICABLE)  
-----

**BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:**

Walt Denekas desires to step down from the Hailey Urban Renewal Board before the completion of his term, which expires December 31, 2025. Mayor Burke interviewed two candidates and is hereby nominating Brian McCue for the appointment, whose letter of interest is attached. Council action is to consent to the appointment as nominated by the Mayor.  
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**-ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IFAPPLICABLE)**

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

-----  
**RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:**

Motion to adopt Resolution 2024-\_\_\_, appointing Brian McCue to the Urban Renewal Board to fill a five-year term through December 31, 2025.  
-----

**ACTION OF THE CITY COUNCIL:**

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

**FOLLOW-UP:**

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

\*Additional/Exceptional Originals to:

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

Copies (AIS only)

**HAILEY RESOLUTION 2024-\_\_\_\_**

**A RESOLUTION OF THE HAILEY MAYOR AND CITY COUNCIL TO SET APPOINTMENTS AND TERMS OF OFFICE FOR THE FIVE-MEMBER HAILEY URBAN RENEWAL AGENCY**

**WHEREAS**, the Mayor and Hailey City Council adopted, on April 11, 2011, Hailey Ordinance No. 1081 adopting a new Chapter 2.40 of the Hailey Municipal Code entitled Hailey Urban Renewal Agency;

**WHEREAS**, the Mayor and Hailey City Council of the City of Hailey created an independent public body, corporate and politic, known as the Urban Renewal Agency, with five members to act as the Board of Commissioners for the Urban Renewal Agency;

**WHEREAS**, Hailey Ordinance No. 1081 provides that the commissioners on the Board of Commissioners of the Urban Renewal Agency shall serve terms not to exceed five (5) years;

**WHEREAS**, the Mayor and Hailey City Council adopted Resolution No. 2011-10, on April 11, 2011 setting the various staggered initial terms of service for the board ending on March 30;

**WHEREAS**, the Mayor and City Council adopted Resolution 2014- 09, adjusting the terms of service for the board to end on December 31 of staggered years;

**WHEREAS**, the Mayor and City Council adopted Resolution 2015-115, reappointing 2 members;

**WHEREAS**, the City of Hailey appointed a board member (Resolution 2016-45) to fill a vacant seat to the Urban Renewal Agency Board to fill terms expiring December 2018;

**WHEREAS**, the City of Hailey appointed a board member (Resolution 2016-80) to fill a vacant seat to the Urban Renewal Agency Board to fill terms expiring December 2020;

**WHEREAS**, the City of Hailey appointed a board member (Resolution 2018-009) to fill a vacant seat to the Urban Renewal Agency Board to fill a term expiring December 2019;

**WHEREAS**, the City of Hailey appointed a board member (Resolution 2018-145) to fill a reappointment to the Urban Renewal Agency Board to fill a term expiring December 2023;

**WHEREAS**, the City of Hailey reappointed two board members (Resolution 2020-140) whose term would expire December 2020 to a five-year term which will expire December 2025.

**WHEREAS**, the City of Hailey appointed a board member (Resolution 2021-163) to fill a reappointment to the Urban Renewal Agency Board to fill a term expiring December 2024.

**NOW, THEREFORE, BE IT RESOLVED** by the Hailey City Council and the Mayor of the City of Hailey, that in accordance with Hailey Ordinance No. 1081, the City of Hailey establishes a five (5) member board of commissioners of the Hailey Urban Renewal Agency Board, with no term exceeding five (5) years, for the following staggered terms:

<u>APPOINTEE</u>	<u>TERM EXPIRES</u>
Sandy Viau	December 31, 2023
Bob Brand	December 31, 2024
Martha Burke	December 31, 2024
<u>Brian McCue</u>	<u>December 31, 2025</u>
Larry Schwartz	December 31, 2025

THIS RESOLUTION IS ADOPTED this 10<sup>th</sup> day of June, 2024.

ATTEST:

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

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

## **Brian McCue Letter of Interest**

216 W. Bullion St.

brian.r.mccue@gmail.com

April 25, 2024

Hailey Urban Renewal Agency

Lisa,

Thank you for the opportunity to apply for the vacancy on the HURA board.

I largely chose to move to the WRV because of its small town, close knit, neighborhood-like feel. I hadn't visited a ski town with that sense of place. So since moving here in late 2020, I've sought out ways to connect with, be a part of and give back to this community.

Initially, I took a part-time summer role as a mountain bike patroller on Baldy. Later, I added ski instructor (both full and now currently part-time) to the list. And most recently, I'm helping to coach a local U11 baseball team. All of these have been rewarding in their own rights but I'm particularly interested in making a larger impact on the physical place we call home.

A few things interest me about joining HURA:

First, as a Hailey resident, I want to see the town flourish. I've closely followed the Comp Plan, River Street Improvements, WRLT acquisitions, and the comings-and-goings of small businesses (and people). I've spent time chatting with neighbors, and generally feel like I have a pulse on what Hailey *is* and where it's *going* (both comfortably and uncomfortably). And despite being a relative newcomer to the WRV, I have no bias towards making it into what I think it *should* be. I'm a consensus builder at heart, and enjoy working with others to align on a desirable outcome. Hailey is an already great small town and I believe the opportunity is there to improve further, through smart and deliberate growth planning.

Secondly, finding an intersection of passion and profession is pretty rare. But looking over the HURA Annual Report and digging into the role that an URA plays, I think my background is complementary to your needs. I'm a lifelong real estate / finance nerd, I've worked at a large bank, a mid-sized investment firm, an early stage "climate tech" start-up; I served as treasurer and board member of a 100+ year old club and now run FP&A at DECKED.

I'd love for a chance to come in and learn a bit more about HURAs needs and how I can be value-add.

Thanks,  
Brian McCue

## Brian R. McCue

### PROFESSIONAL EXPERIENCE

#### **DECKED, LLC**

*Head of Strategic Finance*

*Ketchum, ID  
July 2023 – Present*

- Manage annual budget and planning process with a balanced eye on funding growth initiatives and maintaining profitability metrics
- Prepare monthly reporting for Executive Leadership Team, detailing financial results at company, department and product-level
- Cross functional leadership required to understand strategy and needs of each department in order to make informed, data-driven decisions
- Built a three year long-range plan, including three-statement financial model, working with heads of Finance, Sales & Marketing, Product Development and President
- Negotiate leases for manufacturing plant expansions and work with local governments to obtain job creator incentives

#### **ALPEN Bike Capsules**

*Vice President – Strategy & Operations*

*Ketchum, ID  
October 2020 – January 2023*

- Third hire at an early-stage mobility & proptech start-up whose mission was to create healthier cities by developing a network of secure bike parking / e-bike charging stations in order to accelerate e-bike adoption
- Analyzed ALPEN's historical DTC sales metrics and initiated a strategic pivot towards B2B, to focus on a larger addressable market with greater profit margins and opportunity for multiple revenue streams
- Built a new financial model and investor pitch book which led to an over-subscribed seed investment round in July 2022
- Coordinated the development of ALPEN's newest hardware and software packages to bring wireless technology and networking capabilities to a legacy analog product, which included ideation, market analysis, and testing

#### **Redwood Trust, Inc.**

*Senior Vice President - Portfolio Manager*

*Mill Valley, CA  
2013 – October 2020*

- Primary manager of a \$1.0Bn portfolio of multifamily related mortgage-backed securities, third-party servicing rights, and value-add whole loans
- Responsible for sourcing and evaluating new investment opportunities, hedging and portfolio rebalancing, and P&L reporting
- Oversaw credit analysis and underwriting of underlying multifamily loans
- Created IRR and cash flow models to evaluate mezzanine and equity investments as well as levered structured vehicles for a new in-house lending opportunity fund
- Negotiated deal documents including joint venture and intercreditor agreements
- Worked on a small, senior-level deal team responsible for due diligence and valuation of a privately-held company that resulted in a ~\$500MM business acquisition (closed 10/2019)
- Between 2013 - 2016, was a key member of Redwood's newly formed CRE team that increased loan origination volume from ~\$300MM to over \$2.0Bn

#### **Wells Fargo Securities LLC**

*Associate – Asset-Backed Finance: Commercial Mortgage-Backed Securities*

*Chicago, IL  
2006 - 2013*

- Involved in all aspects of the securitization and distribution of over \$10.0Bn of U.S. CMBS transactions
- During GFC, assisted in aggregating an approximately \$9.0Bn portfolio of CMBS for the bank balance sheet

### EDUCATION

#### **Kelley School of Business, Indiana University**

*Bachelor of Science in Business; Major – Finance and Real Estate*

*Bloomington, IN  
2002 - 2006*

**CFA Institute:** *Passed Level I and II, intend to complete Level III*

### AFFILIATIONS

Sun Valley Ski Instructor (Present) & Mountain Bike Patrol (Summer 2022/2023)

Idaho Mavericks U11 Baseball Team - Assistant Coach

Chairman of the Finance Committee, Treasurer and Board Member at the University Club of San Francisco

*2016 - 2020*

Junior Board Member of the local Acumen Fund Chapter, Chicago+Acumen

*2010 - 2013*

**Return to Agenda**

**AGENDA ITEM SUMMARY**

**DATE:** 06/10/2024

**DEPARTMENT:** PW

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

**SUBJECT:** Consideration of a City-Initiated Infrastructure Project pursuant to Title 18, Mobility Design, an infrastructure project consisting of the proposed design and plans for construction of the Broadford Road multimodal pathway located on the eastern side of Broadford Road, between Cedar Street and Colorado Gulch Road. Construction commencement is planned for late summer 2024.

**AUTHORITY:**  ID Code \_\_\_\_\_  IAR \_\_\_\_\_  City Ordinance/Code \_\_\_\_\_

**BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:** City Staff are seeking Council review, discussion, and approval of the design for the Broadford Road Shared Use Pathway – a multimodal pathway to be located along the eastern side of Broadford Road, between Cedar Street and Colorado Gulch Road.

The Hailey City Council and Staff have highlighted the project as an infrastructure priority project for FY 2025. Now, Staff is asking Council to review and discuss the aforementioned project. Specifically, to:

- provide feedback on the proposed multimodal pathway, and
- direct Staff to work with Brad Billger as to the pathway design within/near his property (located at 43 Broadford Road).

**Attached:**

- Design Drawings: Broadford Road Shared Use Pathway

**FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:** Caselle # \_\_\_\_\_

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

Estimated Hours Spent to Date: \_\_\_\_\_ Estimated Completion Date: \_\_\_\_\_

Staff Contact: Brian Yeager Phone #: 788-4221

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

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

**RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:** Motion to approve the City-Initiated Infrastructure Project, as discussed, pursuant to Title 18, Mobility Design, an infrastructure project consisting of the proposed design and plans for construction of the Broadford Road multimodal pathway located on the eastern side of Broadford Road, between Cedar Street and Colorado Gulch Road.

**ACTION OF THE CITY COUNCIL:**

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

**FOLLOW-UP:**

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

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

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

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



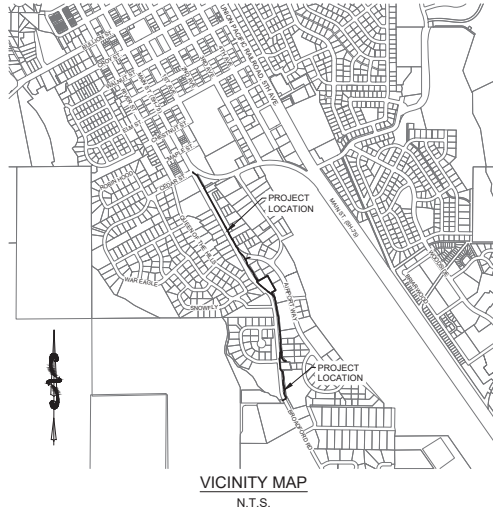
# BROADFORD ROAD BIKE PATH PROJECT 2024

## HAILEY, IDAHO

### MARCH 2024

#### GENERAL CONSTRUCTIONS NOTES

- ALL CONSTRUCTION SHALL BE IN CONFORMANCE WITH THE MOST CURRENT EDITION OF THE "IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION" (ISPCWC) AND CITY OF HAILEY STANDARDS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING AND KEEPING A COPY OF THE ISPCWC AND CITY OF HAILEY STANDARDS ON SITE DURING CONSTRUCTION.
- THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE SHOWN ON THE PLANS IN AN APPROXIMATE WAY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING EXISTING UTILITIES PRIOR TO COMMENCING AND DURING THE CONSTRUCTION. THE CONTRACTOR AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH RESULT FROM HIS FAILURE TO ACCURATELY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES. CONTRACTOR SHALL CALL DGLINE (1-800-342-1585) TO LOCATE ALL EXISTING UNDERGROUND UTILITIES A MINIMUM OF 48 HOURS IN ADVANCE OF EXCAVATION.
- CONTRACTOR SHALL COORDINATE RELOCATIONS OF DRY UTILITY FACILITIES (POWER, CABLE, PHONE, TV) WITH THE APPROPRIATE UTILITY FRANCHISE.
- THE CONTRACTOR SHALL CLEAN UP THE SITE AFTER CONSTRUCTION SO THAT IT IS IN A CONDITION EQUAL TO OR BETTER THAN THAT WHICH EXISTED PRIOR TO CONSTRUCTION.
- THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS PRIOR TO CONSTRUCTION (THIS INCLUDES, BUT IS NOT LIMITED TO, ENCROACHMENT PERMITS AND NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) CONSTRUCTION GENERAL PERMIT (CGP) PERMIT COVERAGE).
- ALL CLEARING & GRUBBING SHALL CONFORM TO ISPCWC SECTION 201.
- ALL EXCAVATION & EMBANKMENT SHALL CONFORM TO ISPCWC SECTION 202. SUBGRADE SHALL BE EXCAVATED AND SHAPED TO LINE, GRADE, AND CROSS-SECTION SHOWN ON THE PLANS. THE SUBGRADE SHALL BE COMPACTED TO 95% OF MAXIMUM DENSITY AS DETERMINED BY ASTM D-698. THE CONTRACTOR SHALL WATER OR AERATE SUBGRADE AS NECESSARY TO OBTAIN OPTIMUM MOISTURE CONTENT. IN LIEU OF DENSITY MEASUREMENTS, THE SUBGRADE MAY BE PROOF-ROLLED TO THE APPROVAL OF THE ENGINEER.
- PROOF-ROLLING: AFTER EXCAVATION TO THE SUBGRADE ELEVATION AND PRIOR TO PLACING COURSE GRAVEL, THE CONTRACTOR SHALL PROOF-ROLL THE SUBGRADE WITH A 5-TON SMOOTH DRUM ROLLER, LOADED WATER TRUCK, OR LOADED DUMP TRUCK, AS ACCEPTED BY THE ENGINEER. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER OF UNSUITABLE SUBGRADE MATERIAL AREAS, AND/OR AREAS NOT CAPABLE OF COMPACTION ACCORDING TO THESE SPECIFICATIONS. UNSUITABLE OR DAMAGED SUBGRADE IS WHEN THE SOIL MOVES, PUMPS AND/OR DISPLACES UNDER ANY TYPE OF PRESSURE INCLUDING FOOT TRAFFIC LOADS.
- IF, IN THE OPINION OF THE ENGINEER, THE CONTRACTOR'S OPERATIONS RESULT IN DAMAGE TO, OR PROTECTION OF, THE SUBGRADE, THE CONTRACTOR SHALL, AT HIS OWN EXPENSE, REPAIR THE DAMAGED SUBGRADE BY OVER-EXCAVATION OF UNSUITABLE MATERIAL TO FIRM SUBSOIL, LINE EXCAVATION WITH GEOTEXTILE FABRIC, AND BACKFILL WITH PIT RUN GRAVEL.
- ALL 2" MINUS GRAVEL SHALL CONFORM TO ISPCWC 802, TYPE II (TTO STANDARD 703.04, 2") SHALL BE PLACED IN CONFORMANCE WITH ISPCWC SECTION 801 AND COMPACTED PER SECTION 202. MINIMUM COMPACTION OF PLACED MATERIAL SHALL BE 90% OF MAXIMUM LABORATORY DENSITY AS DETERMINED BY AASHTO T-99.
- ALL 3/4" MINUS CRUSHED GRAVEL SHALL CONFORM TO ISPCWC 802, TYPE I (TTO STANDARD 703.04, 3/4" B) SHALL BE PLACED IN CONFORMANCE WITH ISPCWC SECTION 802 AND COMPACTED PER SECTION 202. MINIMUM COMPACTION OF PLACED MATERIAL SHALL BE 95% OF MAXIMUM LABORATORY DENSITY AS DETERMINED BY AASHTO T-99 OR TTD T-91.
- ALL ASPHALTIC CONCRETE PAVEMENT WORK SHALL CONFORM TO ISPCWC SECTION(S) 805, 810, AND 811 FOR CLASS II PAVEMENT. ASPHALT AGGREGATE SHALL BE 1/2" (13MM) NOMINAL SIZE CONFORMING TO TABLE 803B IN ISPCWC SECTION 803. ASPHALT BINDER SHALL BE PG 58-28 CONFORMING TO TABLE A-1 IN ISPCWC SECTION 805.
- ASPHALT SAWCUTS SHALL BE AS INDICATED ON THE DRAWINGS, OR 24" INCHES FROM EDGE OF EXISTING ASPHALT, IF NOT INDICATED OTHERWISE SO AS TO PROVIDE A CLEAN PAVEMENT EDGE FOR MATCHING. NO WHEEL CUTTING SHALL BE ALLOWED.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING A TRAFFIC CONTROL PLAN FOR PAVEMENT BY THE CITY OF HAILEY PRIOR TO CONSTRUCTION. THE TRAFFIC CONTROL PLAN SHALL BE PER THE CURRENT EDITION OF THE US DEPARTMENT OF TRANSPORTATION MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).
- ALL TRENCHING SHALL CONFORM TO ISPCWC STANDARD DRAWING 3D-301. TRENCHES SHALL BE BACKFILLED AND COMPACTED TO A MINIMUM OF 95% OF MAXIMUM DENSITY AS DETERMINED BY AASHTO T-99.
- PER IDAHO CODE § 55-1613, THE CONTRACTOR SHALL RETAIN AND PROTECT ALL MONUMENTS, ACCESSORIES TO CORNERS, BENCHMARKS AND POINTS SET IN CONTROL SURVEYS. ALL MONUMENTS, ACCESSORIES TO CORNERS, BENCHMARKS AND POINTS SET IN CONTROL SURVEYS THAT ARE LOST OR DISTURBED BY CONSTRUCTION SHALL BE REESTABLISHED AND RE-MONUMENTED, AT THE EXPENSE OF THE AGENCY OR PERSON CAUSING THEIR LOSS OR DISTURBANCE AT THEIR ORIGINAL LOCATION OR BY SETTING OF A WITNESS CORNER OR REFERENCE POINT OR A REPLACEMENT BENCHMARK OR CONTROL POINT, BY OR UNDER THE DIRECTION OF A PROFESSIONAL LAND SURVEYOR.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR HIRING A MATERIALS TESTING COMPANY DURING CONSTRUCTION TO VERIFY ALL COMPACTION AND MATERIAL PLAN AND SPECIFICATION REQUIREMENTS ARE MET. TESTING LOCATION AND FREQUENCY SHALL MEET ISPCWC AND ADA COUNTY HIGHWAY DISTRICT (ACHD) REQUIREMENTS. REPORTS SHALL BE SUBMITTED TO THE ENGINEER WITHIN TWO WEEKS OF TESTING.
- SURVEY NOTES:
  - THE BASIS OF COORDINATES FOR THIS SURVEY IS THE IDAHO STATE PLANE COORDINATE SYSTEM (ISPCS) CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983, 2007 ADJUSTMENT (NAD 83/07). THE COORDINATES HAVE BEEN ADJUSTED FROM STATE PLANE GRID COORDINATES TO PROJECT COORDINATES, USING A COMBINED SCALE FACTOR (C.S.F.) OF 1.00229633. ALL COORDINATES SHOWN ARE IN U.S. SURVEY FEET AND ARE PROJECTED TO GROUND.
  - THE BASIS OF ELEVATIONS SHOWN ON THIS SURVEY IS THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88). ALL ELEVATIONS ARE SHOWN IN U.S. SURVEY FEET.
  - FIELD SURVEY WAS COMPLETED OCTOBER 2023.



#### SHEET INDEX

SHEET#	DESCRIPTION
C0.10	COVER SHEET
C0.20	SURVEY CONTROL PLAN
C0.30-C0.32	DEMOLITION SHEETS
C1.00-C1.10	GEOMETRY SHEETS BROADFORD ROAD BIKE PATH
C2.00-C2.02	DETAIL SHEETS
C2.10	BROADFORD ROAD BIKE PATH PLAN & PROFILE STA: 1+00 to STA: 12+89
C2.11	DETAILED GRADING PLANS "A" & "B"
C2.20	BROADFORD ROAD BIKE PATH PLAN & PROFILE STA: 12+89 to STA: 24+80
C2.21	DETAILED GRADING PLAN "C"
C2.30	BROADFORD ROAD BIKE PATH PLAN & PROFILE STA: 24+80 to STA: 36+80
C2.40	BROADFORD ROAD BIKE PATH PLAN & PROFILE STA: 36+80 to STA: 47+54.62
C2.50	ALTERNATIVE BIKE PATH ROUTE AT THE FRONT OF TL3016 GEOMETRY, PLAN & PROFILE, AND DETAILED GRADING PLAN
C2.60	BIKE PATH CONNECTOR TO AVIATION DRIVE GEOMETRY, PLAN & PROFILE, AND DETAILED GRADING PLAN
C2.70	BIKE PATH CONNECTOR TO LT 4M, BK 4, AIRPORT WEST, SUB #2 DESIGN: PLAN & PROFILE

BROADFORD ROAD BIKE PATH  
COVER SHEET

PRELIMINARY  
NOT FOR  
CONSTRUCTION

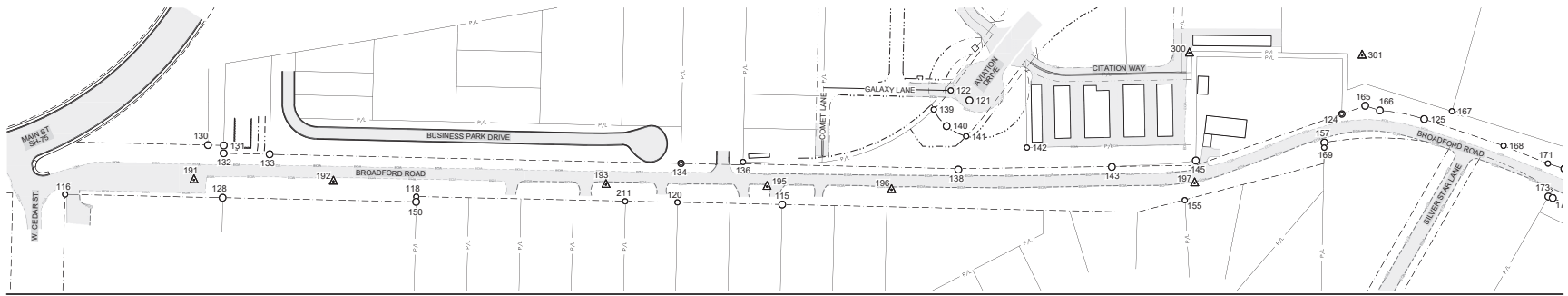
DESIGNED BY: CT  
DRAWN BY: CT  
CHECKED BY: JCL  
SURVEY DATE:  
GALENA-BENCHMARK  
ENGINEERING  
100 BELL DRIVE  
KETCHUM, IDAHO 83340  
WWW.GALENA-BENCHMARK.COM

CIVIL ENGINEER  
JEFF LOOMIS, PE  
GALENA-BENCHMARK ENGINEERING  
PO BOX 733  
100 BELL DRIVE  
KETCHUM, IDAHO 83340

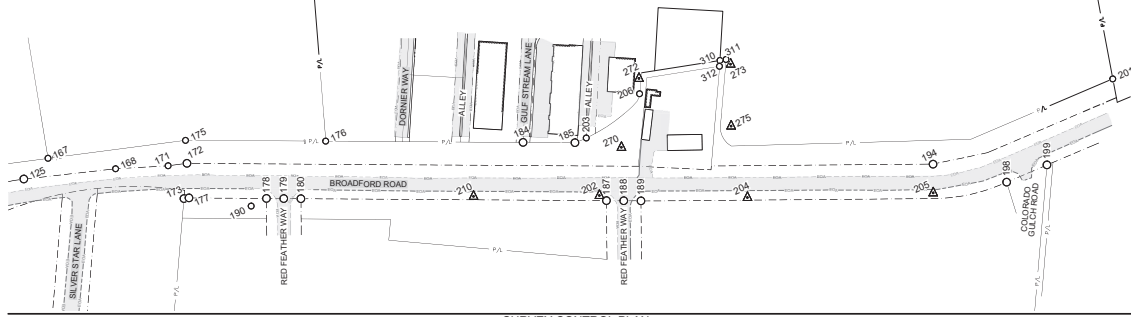
C0.10

LEGEND		EXISTING ITEMS		PROPOSED ITEMS	
FA	Property Line	---	Buried Power Line	▬	2.5" Thick Asphalt
---	Right-of-way	---	Overhead Power Line	▬	3.0" Thick Asphalt
---	Centerline	---	Light	▬	Gravel Shoulder / Driveway
---	Easement	---	Power Box	▬	Concrete Sidewalk
---	1' Contour Interval	---	Power Meter	▬	Asphalt Sawcut Line
---	1' Contour Interval	---	Power Pole	▬	Approximate Limits of Disturbance
---	Delineation of Vegetation	---	Guywire	▬	Spot Elevation w/ Alignment Data
---	Curb & Gutter	---	Sewer Service	▬	Grade
---	FNC = Fence Line	---	Sewer Manhole	▬	6" Vertical Concrete Curb
---	Building	---	Sewer Cleanout	▬	Zero Reveal Concrete Curb
---	Asphalt	---	Dry Well	▬	6" Wide White Road Paint
---	Gravel Drive	---	Culvert	▬	1' Contour Interval
---	Conifer Tree	---	Water Main	▬	Trees Removed
---	Deciduous Tree	---	Water Service	▬	
---	Rock	---	Water Meter	▬	
---	Sign	---	Fire Hydrant	▬	
---	Fiber Optic Line	---	Water Valve	▬	
---	Fiber Optic Box	---	Irrigation Valve Box	▬	
---	Gas Main	---		---	
---	Gas Valve	---		---	
---	Gas Meter	---		---	
---	Gas Marker	---		---	
---	Cable TV Buried	---		---	
---	Cable TV Riser	---		---	
---	Buried Telephone Line	---		---	
---	Telephone Pole	---		---	

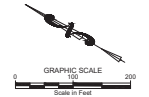
SOURCE OF DRAWINGS: THESE DRAWINGS SHALL BE THE SOLE PROPERTY OF GALENA-BENCHMARK ENGINEERING AND SHALL NOT BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF GALENA-BENCHMARK ENGINEERING.



SURVEY CONTROL PLAN



SURVEY CONTROL PLAN



Point #	Northing	Easting	Elevation	Raw Description
115	671,916.560	1,559,223.361	5305.45	FD5/8 NC
116	673,114.514	1,558,553.919	5315.10	FD12 NC
118	672,530.532	1,558,886.215	5310.67	FD12 NC
120	672,092.301	1,559,126.745	5307.03	FD12 NC
121	671,705.989	1,559,574.857	5303.57	FD5/8 NC
122	671,746.452	1,559,573.599	5302.94	FD12 NC
124	671,075.772	1,559,908.742	5288.89	FBOLT IN CONC
125	670,934.549	1,559,979.007	5284.58	FD5/8 10161
128	672,850.411	1,558,699.283	5313.60	FD5/8 LS3621
130	672,924.987	1,558,772.431	5313.84	FD5/8 NC INCONC
131	672,898.408	1,558,786.955	5313.45	FD5/8 IC
132	672,891.300	1,558,773.837	5315.68	FD5/8 NC INCONC+
133	672,814.113	1,558,816.233	5312.22	FD5/8 IC
134	672,123.643	1,559,194.730	5309.98	FDIP 7
136	672,022.179	1,559,256.371	5307.06	FD12 NC
138	671,658.390	1,559,449.771	5302.85	FD5/8 NC
139	671,756.390	1,559,525.679	5303.70	FD12 PLS10161
140	671,719.159	1,559,510.544	5303.48	FD5/8 PLS10161

Point #	Northing	Easting	Elevation	Raw Description
141	671,677.156	1,559,512.442	5303.05	FD12 PLS10161
142	671,565.660	1,559,351.754	5302.47	FD12 PLS10161
143	671,406.409	1,559,600.977	5301.11	FD5/8 PLS10161
145	671,273.477	1,559,691.859	5299.43	FD5/8 10161
150	672,525.819	1,558,877.526	5310.79	FD5/8 PLS3621
155	671,253.824	1,559,615.681	5293.55	FD12 4489
157	671,077.591	1,559,944.580	5284.61	FD5/8 NC
165	671,045.089	1,559,944.696	5290.35	FD5/8 NC
166	671,016.298	1,559,950.809	5287.12	FD5/8 PLS10161
167	670,895.890	1,560,018.554	5290.61	FD12 10161
168	670,777.414	1,560,100.766	5286.17	FD12 10161
169	671,073.006	1,559,836.142	5284.28	FD12 4489
171	670,686.968	1,560,023.885	5285.30	FD12 10161
172	670,654.896	1,560,030.868	5286.42	FD5/8 LS792
173	670,654.647	1,559,969.438	5280.60	FD5/8 LS9561
175	670,660.881	1,560,070.381	5292.41	FD12 IC
176	670,418.232	1,560,090.203	5291.25	FD12 10161
177	670,646.063	1,559,971.370	5280.41	FD5/8 NC

Point #	Northing	Easting	Elevation	Raw Description
178	670,512.068	1,559,982.199	5282.12	FD5/8 16670
179	670,482.161	1,559,984.601	5282.50	FD5/8 16670
180	670,452.346	1,559,987.037	5281.65	FD5/8 16670
184	670,076.611	1,560,117.975	5287.19	FD5/8 NC
185	669,986.890	1,560,125.353	5286.86	FD5/8 IC
187	669,923.713	1,560,029.872	5277.90	FD5/8 16670
188	669,893.830	1,560,032.284	5278.19	FD5/8 IC
189	669,863.950	1,560,034.653	5277.81	FD5/8 IC
190	670,637.287	1,559,966.679	5284.25	FD12 RC
191	672,914.812	1,558,701.328	5315.03	CP MAG
192	672,882.603	1,558,832.262	5311.81	CP MAG SPIKE
193	672,227.750	1,559,087.501	5309.20	CP MAG SPIKE
194	669,364.263	1,560,142.249	5274.49	FD5/8 10161
195	671,958.783	1,559,238.407	5306.86	CP MAG
196	671,749.570	1,559,352.507	5303.44	CP MAG SPIKE
197	671,253.736	1,559,653.283	5298.22	CP MAG SPIKE
198	669,234.276	1,560,122.332	5272.27	FD5/8 16670
199	669,167.161	1,560,158.274	5268.52	FD5/8 9561

Point #	Northing	Easting	Elevation	Raw Description
201	669,096.595	1,560,316.840	5270.95	FD12 10161
202	669,036.739	1,560,037.638	5279.27	CP MAG SPIKE
203	669,968.019	1,560,135.105	5286.18	FD12 10161
204	669,680.377	1,560,056.430	5276.84	CP MAG SPIKE
205	669,395.766	1,560,092.635	5274.98	CP MAG SPIKE
206	669,882.589	1,560,219.674	5286.30	FD12 IC
210	670,154.102	1,560,017.142	5279.98	CP NAIL
211	672,179.893	1,559,078.477	5308.82	FD12 NC
270	669,905.730	1,560,124.190	5286.22	CP SPIKE
272	669,885.799	1,560,246.000	5286.36	CP MAG SPIKE
273	669,729.563	1,560,284.425	5285.54	CP SPIKE
275	669,719.204	1,560,177.419	5277.74	CP TEMP NAIL
300	671,386.616	1,559,863.350	5299.71	CP SPIKE
301	671,096.235	1,560,024.993	5294.72	CP MAG SPIKE
310	669,748.566	1,560,289.464	5285.50	FD12 10161
311	669,738.234	1,560,292.015	5285.47	FD12 10161
312	669,748.632	1,560,279.200	5286.30	FD12 NC
10086	670,002.588	1,562,755.822	5293.94	HALY GPS

PLEASE DO NOT SCALE DRAWINGS. THESE DRAWINGS ARE FOR INFORMATION ONLY AND SHOULD NOT BE USED FOR CONSTRUCTION. ANY DISCREPANCIES SHOULD BE REPORTED TO THE DESIGNER IMMEDIATELY.

**BROADFORD ROAD BIKE PATH SURVEY CONTROL PLAN**

LOCATED WITHIN SECTIONS 15 & 16, T.2 N. R.16 E. 18M, CITY OF HALEY, BLAINE COUNTY, IDAHO

PROJECT INFORMATION  
 PREPARED FOR: CITY OF HALEY  
 DATE: 08/20/2024

**PRELIMINARY NOT FOR CONSTRUCTION**

DESIGNED BY: CT  
 DRAWN BY: CT  
 CHECKED BY: JCL  
 SURVEY DATE:

**GALENA - BENCHMARK ENGINEERING**  
 1008 E. 1st Ave  
 Boise, Idaho 83702  
 (208) 333-3340  
 www.galena-benchmark.com

**GALENA BENCHMARK ENGINEERING**

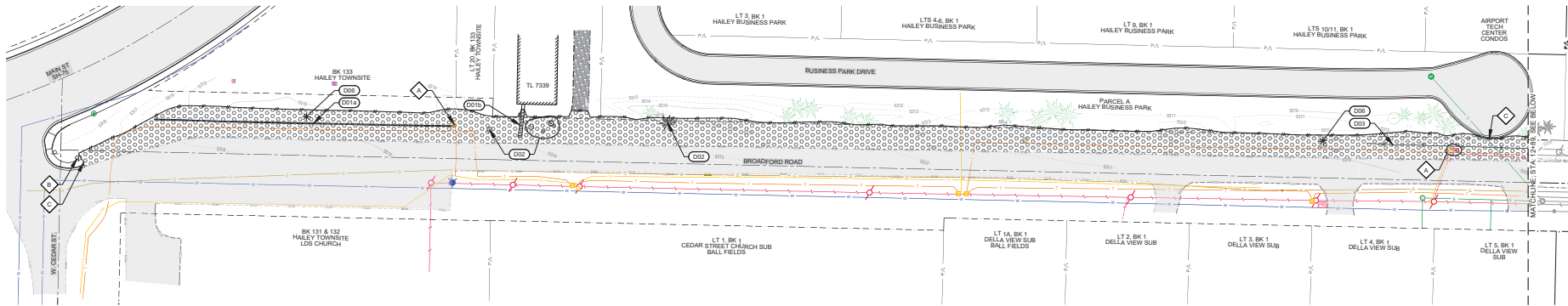
REVISIONS

NO.	DATE	BY	DESCRIPTION

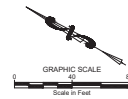
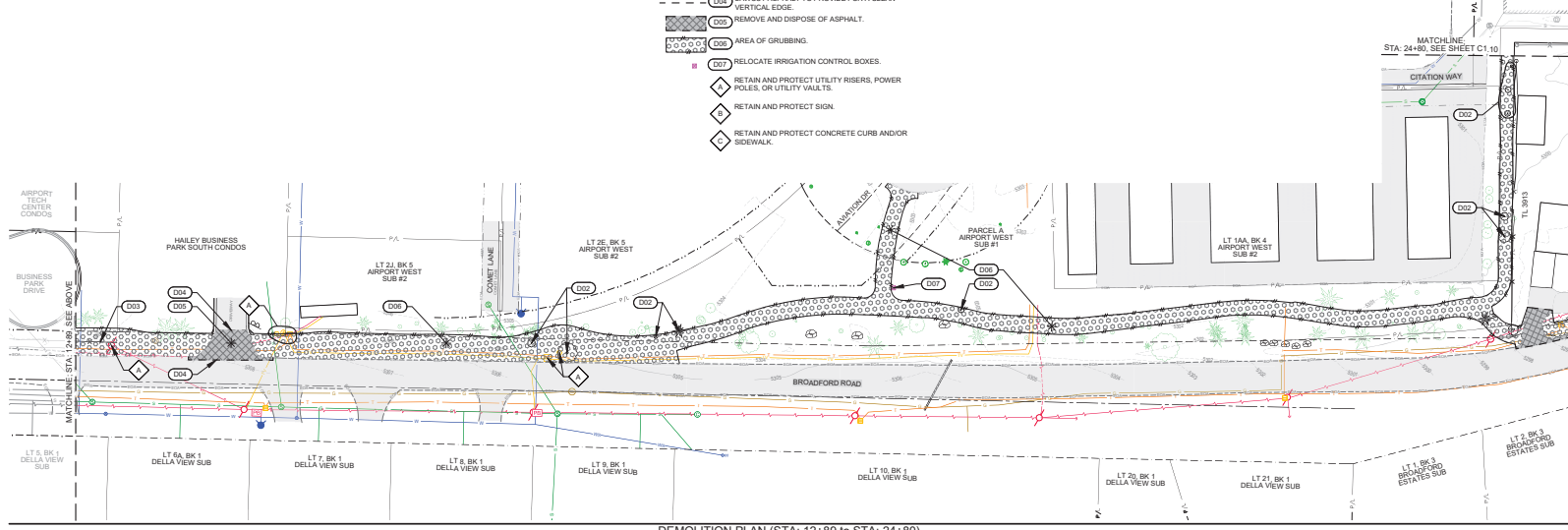
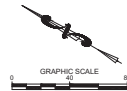
PURPOSE: ISSUE FOR REVIEW 08/20/2024 - 80% PLANS

C0.20

REUSE OF DRAWINGS: These drawings, if any portion thereof, shall not be used without the prior written consent of the engineer. A. W. W. & Associates, Inc.



- SITE DEMOLITION KEY NOTES**
- D01 REMOVE AND DISPOSE OF CONCRETE.
    - a. CURB
    - b. SIDEWALK
  - D02 REMOVE AND DISPOSE OF TREE AND ROOT BALL.
  - D03 REMOVE AND RETAIN COMPONENTS OF POST AND RAIL FENCE.
  - D04 SAWCUT ASPHALT TO PROVIDE FOR A CLEAN VERTICAL EDGE.
  - D05 REMOVE AND DISPOSE OF ASPHALT.
  - D06 GRUBBING AREA.
  - D07 RELOCATE IRRIGATION CONTROL BOXES.
  - RETAIN AND PROTECT UTILITY RISERS, POWER POLES, OR UTILITY VAULTS.
  - RETAIN AND PROTECT SIGN.
  - RETAIN AND PROTECT CONCRETE CURB AND/OR SIDEWALK.



**BROADFORD ROAD BIKE PATH  
DEMOLITION PLAN (STA: 1+00 to STA: 24+80)**

LOCATED WITHIN SECTIONS 15 & 16, T.2N. R.18.E. B.M., CITY OF HALEY, BLAINE COUNTY, MONTANA  
 PROJECT INFORMATION: PREPARED FOR: CITY OF HALEY  
 DRAWN BY: A. W. W. & ASSOCIATES, INC. DATE: 08/20/2018

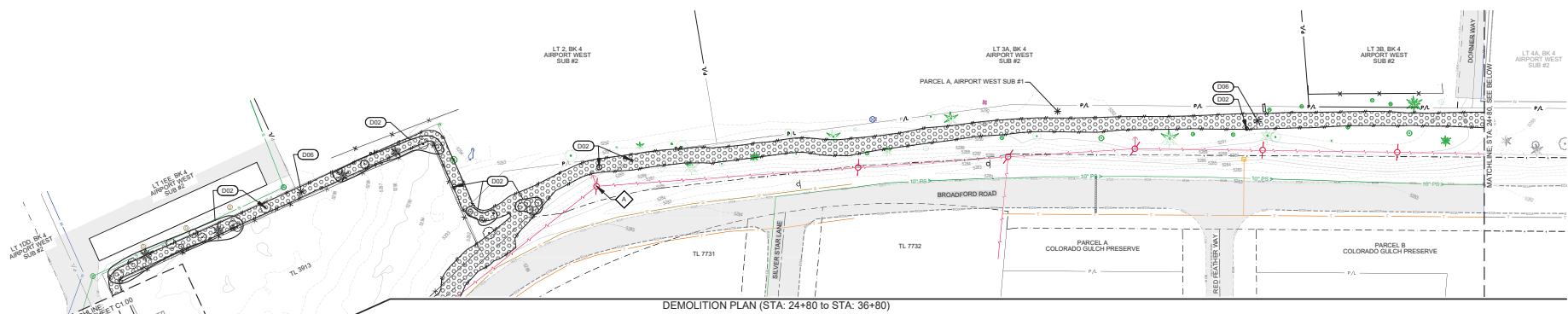
**PRELIMINARY  
NOT FOR  
CONSTRUCTION**

DESIGNED BY: CT  
 DRAWN BY: CT  
 CHECKED BY: JCL  
 SURVEY DATE:

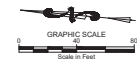
**GALENA - BENCHMARK  
ENGINEERING**  
 1008 Old Drive  
 Bozeman, MT 59718  
 (406) 592-1234  
 www.galena-benchmark.com

NO.	DATE	BY	REVISIONS

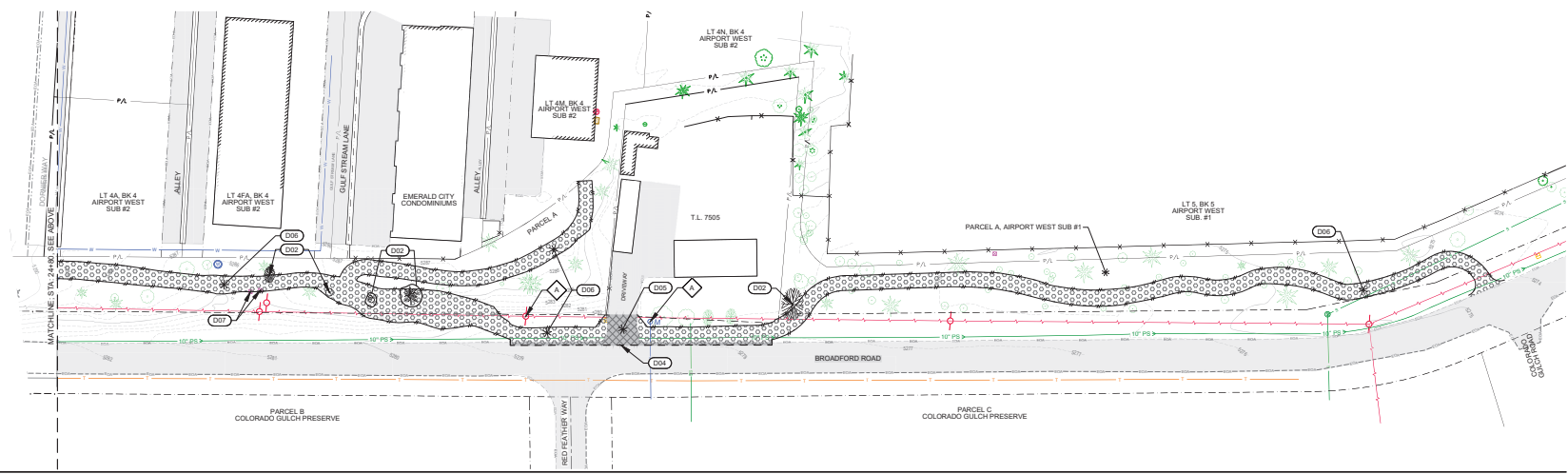
PURPOSE: ISSUE FOR REVIEW (08/11/2024) - BDS PLANS  
 C0.30



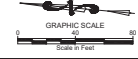
DEMOLITION PLAN (STA: 24+80 to STA: 36+80)



- SITE DEMOLITION KEY NOTES**
- (D01) REMOVE AND DISPOSE OF CONCRETE.
  - (D02) CURB.
  - (D03) SIDEWALK.
  - (D04) REMOVE AND DISPOSE OF TREE AND ROOT BALL.
  - (D05) REMOVE AND DISPOSE OF POST AND RAIL FENCE.
  - (D06) SAWCUT ASPHALT TO PROVIDE FOR A CLEAN VERTICAL EDGE.
  - (D07) REMOVE AND DISPOSE OF ASPHALT.
  - (D08) AREA OF GRUBBING.
  - (D09) RELOCATE IRRIGATION CONTROL BOXES.
  - (D10) RETAIN AND PROTECT UTILITY RISERS, POWER POLES, OR UTILITY VAULTS.



DEMOLITION PLAN (STA: 36+80 to STA: 47+54.62)



REUSE OF DRAWINGS: These drawings shall not be used for any project other than that for which they were prepared. The user assumes all liability for any use of these drawings for any other project.

**BROADFORD ROAD BIKE PATH**  
**DEMOLITION PLAN (STA: 24+80 to STA: 47+54.62)**

LOCATED WITHIN SECTIONS 15 & 16, T.2N. R.1E. B.M. CITY OF HALEY, BLAINE COUNTY, MONTANA  
 PREPARED FOR: CITY OF HALEY  
 PROJECT NO: HALEY-2018-001  
 DATE: 10/20/2018

PRELIMINARY  
 NOT FOR  
 CONSTRUCTION

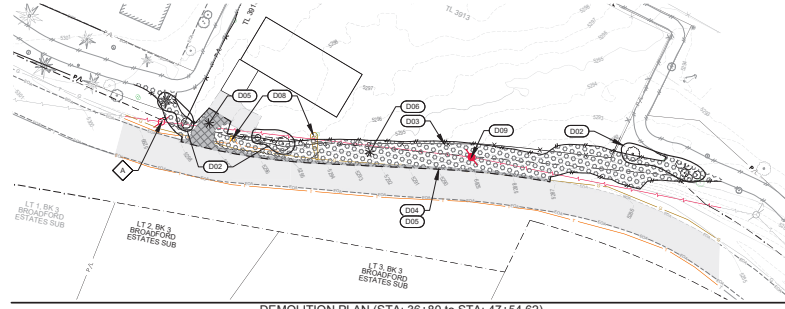
DESIGNED BY: CT	CHECKED BY: JCL
DRAWN BY: CT	SURVEY DATE:

GALENA - BENCHMARK ENGINEERING  
 1008 Old Hwy 100  
 Helena, MT 59601  
 (406) 261-1111  
 www.galenabenchmark.com

NO.	DATE	BY

C0.31

EDGE OF DRAWINGS: These drawings, or any portion thereof, shall not be used in any project or for any other purpose without the written consent of the engineer. A. W. P. & S. with Galena and Benchmark Engineering.



DEMOLITION PLAN (STA: 36+80 to STA: 47+54.62)

**SITE DEMOLITION KEY NOTES**

- (D01) REMOVE AND DISPOSE OF TREE AND ROOT BALL.
- (D02) REMOVE AND DISPOSE OF FENCE.
- (D03) SAWCUT ASPHALT TO PROVIDE FOR A CLEAN VERTICAL EDGE.
- (D04) REMOVE AND DISPOSE OF ASPHALT.
- (D05) AREA OF GRUBBING.
- (D06) RELOCATE IRRIGATION CONTROL BOXES.
- (D07) RELOCATE UTILITY RISER. CONTRACTOR SHALL COORDINATE ACTIVITY WITH UTILITY FRANCHISE.
- (D08) RELOCATE POWER POLE. CONTRACTOR SHALL COORDINATE ACTIVITY WITH IDAHO POWER COMPANY.
- RETAIN AND PROTECT UTILITY RISERS, POWER POLES, OR UTILITY VAULTS.

**BROADFORD ROAD BIKE PATH  
DEMOLITION PLAN - ALTERNATIVE BIKE PATH  
ROUTE AT THE FRONT OF TL3916**

LOCATED WITHIN SECTIONS 15 & 16, T.2 N. R. 18 E. 3M, CITY OF HALEY, BLAINE COUNTY, IDAHO  
PROJECT INFORMATION  
DRAWN BY: JCL  
CHECKED BY: JCL  
SURVEY DATE:  
DESIGNED BY: CT

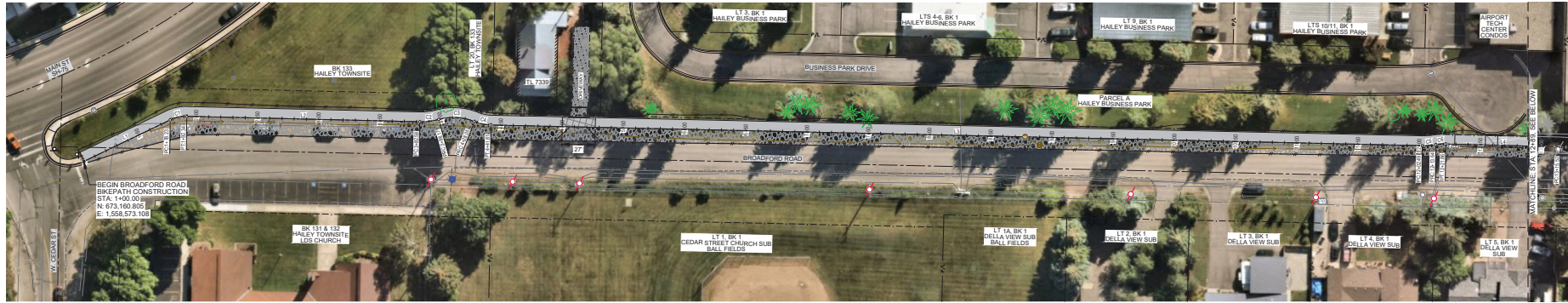
**PRELIMINARY  
NOT FOR  
CONSTRUCTION**

DESIGNED BY: CT  
DRAWN BY: CT  
CHECKED BY: JCL  
SURVEY DATE:

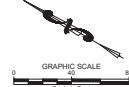
**GALENA - BENCHMARK  
ENGINEERING**  
1008 Old  
Washington, ID 83400  
(208) 338-8888  
www.galenabenchmark.com

NO.	DATE	BY	REVISIONS

C0.32



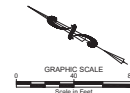
BIKE PATH PLAN (STA: 1+00 to STA: 12+89)



Line Table					Curve Table						Curve Table						Curve Table					
Line	Length	Direction	Start Station	Start Easting	Curve	Radius	Length	Delta	Chord Direction	Chord Length	Start Station	Start Northing	Start Easting	Curve	Radius	Length	Delta	Chord Direction	Chord Length	Start Station	Start Northing	Start Easting
L1	78.23	S 55° 30' 30" E	1+00.00	673.163895	C1	30.00'	14.11'	26° 56' 47"	S 42° 08' 12" E	13.98'	1+78.23	673.116616	1,558,637.667	C15	200.00'	75.51'	21° 37' 51"	S 37° 50' 50" E	75.00'	17+69.80	671,738.722	1,559,421.651
L2	180.24	S 28° 39' 48" E	1+92.34	673.163895	C2	54.00'	15.59'	16° 32' 11"	S 30° 50' 54" E	15.53'	3+82.58	672,939.324	1,558,738.297	C16	200.00'	42.07'	12° 03' 08"	S 21° 00' 20" E	41.99'	19+84.38	671,844.322	1,559,486.603
L3	760.88	S 28° 43' 48" E	4+41.81	672,887.665	C3	46.00'	29.88'	37° 13' 11"	S 20° 30' 24" E	29.30'	3+98.17	672,935.959	1,558,747.629	C17	100.00'	19.83'	11° 21' 50"	S 20° 39' 47" E	19.80'	19+26.45	671,805.911	1,559,500.654
L4	93.66'	S 28° 31' 18" E	12+21.86	672,204.634	C4	38.00'	13.76'	20° 45' 01"	S 18° 21' 19" E	13.69'	4+28.05	672,900.655	1,558,760.770	C18	150.00'	27.91'	10° 39' 34"	S 31° 40' 29" E	27.87'	19+85.75	671,551.201	1,559,525.152
L5	102.03'	S 28° 17' 54" E	13+44.67	671,995.899	C5	58.00'	11.10'	11° 00' 39"	S 34° 14' 09" E	11.13'	12+02.49	672,220.632	1,559,130.730	C19	200.00'	64.20'	18° 23' 30"	S 27° 48' 31" E	63.92'	21+03.67	671,455.689	1,559,553.964
L6	120.77'	S 28° 42' 59" E	14+66.12	671,995.899	C6	42.00'	8.22'	11° 13' 11"	S 34° 10' 53" E	8.21'	12+13.64	672,211.431	1,559,136.951	C20	200.00'	61.22'	17° 32' 13"	S 27° 22' 53" E	60.98'	21+07.87	671,399.488	1,559,623.786
L7	22.74'	S 27° 01' 59" E	18+45.01	671,679.463	C7	110.00'	18.57'	9° 40' 10"	S 23° 41' 10" E	18.54'	13+15.52	672,123.336	1,559,186.321	C21	204.00'	15.03'	4° 13' 13"	S 38° 11' 36" E	15.02'	22+44.48	671,332.270	1,559,660.913
L8	16.63'	S 27° 01' 59" E	18+67.75	671,669.196	C8	58.00'	10.58'	10° 20' 51"	S 34° 14' 09" E	10.56'	13+34.09	672,105.336	1,559,193.771	C22	24.00'	3.31'	79° 03' 18"	S 79° 53' 51" E	30.50'	22+91.48	671,295.419	1,559,690.921
L9	39.46'	S 27° 20' 42" E	19+46.29	671,586.463	C9	58.00'	10.16'	10° 02' 11"	S 34° 18' 59" E	10.15'	14+46.69	672,006.739	1,559,248.006	C23	5.00'	7.88'	90° 19' 12"	S 74° 18' 54" E	7.00'	24+85.52	671,370.244	1,559,861.169
L10	90.02'	S 37° 00' 16" E	20+16.85	671,527.516	C10	50.00'	9.27'	10° 37' 00"	S 34° 01' 32" E	9.25'	14+56.85	671,998.356	1,559,253.726									
L11	15.40'	S 36° 08' 59" E	22+29.09	671,345.933	C11	108.00'	36.71'	19° 28' 32"	S 38° 27' 10" E	36.53'	15+96.89	671,894.771	1,559,316.932									
L12	8.13'	S 40° 22' 13" E	22+59.51	671,329.773	C12	32.00'	19.60'	35° 10' 30"	S 30° 36' 16" E	19.34'	16+23.60	671,896.161	1,559,339.662									
L13	23.83'	S 40° 22' 13" E	22+67.64	671,314.577	C13	138.00'	71.03'	29° 29' 20"	S 27° 45' 49" E	70.29'	16+43.25	671,839.517	1,559,349.487									
L14	160.93'	N 60° 34' 30" E	23+24.59	671,291.980	C14	514.00'	55.23'	6° 09' 23"	S 45° 39' 09" E	55.20'	17+14.28	671,777.355	1,559,382.219									

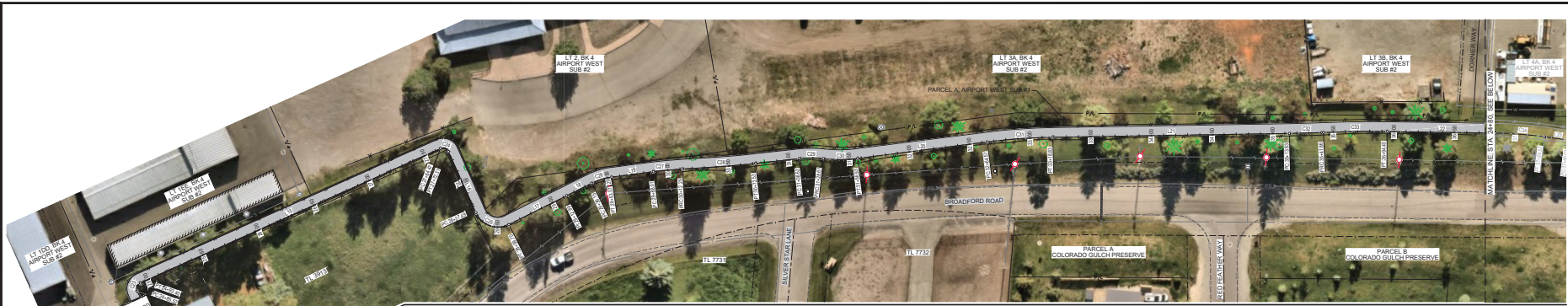


BIKE PATH PLAN (STA: 12+89 to STA: 24+80)



PLEASE DO NOT SCALE DIMENSIONS FROM THIS DRAWING. DIMENSIONS SHOWN ON THIS DRAWING TAKE PRECEDENCE OVER DIMENSIONS SHOWN ON ANY OTHER DRAWING.

**BROADFORD ROAD BIKE PATH GEOMETRY PLAN (STA: 1+00 to STA: 24+80)**  
 LOCATED WITHIN SECTIONS 15 & 16, T.2 N. R. 18 E. B.M., CITY OF HAILEY, BLAINE COUNTY, IDAHO  
 PREPARED FOR: CITY OF HAILEY  
 PROJECT INFORMATION: 7417 Main Street, Hailey, ID 83422-0216, 800.551.2543  
 DRAWN BY: JCL  
 CHECKED BY: JCL  
 SURVEY DATE:  
 DESIGNED BY: CT  
 DRAWN BY: CT  
 CHECKED BY: JCL  
 SURVEY DATE:  
**PRELIMINARY NOT FOR CONSTRUCTION**  
**GALNA - BENCHMARK ENGINEERING**  
 1000 6th Ave  
 Coeur d'Alene, Idaho 83814  
 www.galna-benchmark.com  
 208.765.4444  
 PURPOSE: ISSUE FOR REVIEW (03/12/2024) - BDS PLANS  
 NOT DATE BY:  
 REVISIONS:  
 C1.00



BIKE PATH PLAN (STA: 24+80 to STA: 36+80)

Line Table					Curve Table							Curve Table												
Line	Length	Direction	Start Station	Start Northing	Start Easting	Curve	Radius	Length	Delta	Chord Direction	Chord Length	Start Station	Start Northing	Start Easting	Curve	Radius	Length	Delta	Chord Direction	Chord Length	Start Station	Start Northing	Start Easting	
L14	160.00'	N 60° 34' 30" E	23+24.58	671.291.060	1.569.720.997	C23	5.00'	7.88'	90° 19' 12"	S 74° 15' 54" E	24+85.62	671.370.124	1.569.861.168	C38	28.00'	10.40'	21° 17' 25"	S 15° 23' 29" W	10.34'	39+06.01	670.945.529	1.560.987.315		
L15	271.00'	S 29° 06' 18" E	24+03.45	671.368.201	1.569.867.994	C24	5.00'	7.85'	89° 54' 34"	S 15° 52' 59" W	7.07'	27+64.47	671.131.366	1.569.969.842	C39	20.00'	9.24'	20° 28' 20"	S 17° 58' 57" W	9.10'	39+05.90	669.966.843	1.560.978.234	
L16	55.18'	S 60° 48' 18" W	27+23.31	671.134.970	1.569.997.912	C25	30.00'	32.20'	92° 10' 31"	S 14° 40' 30" W	28.84'	29+27.49	671.097.684	1.569.949.743	C40	30.00'	19.00'	30° 16' 49"	S 13° 04' 43" W	18.68'	40+05.14	669.948.132	1.560.975.207	
L17	53.30'	S 31° 27' 18" E	28+59.70	670.968.708	1.569.942.438	C26	52.00'	17.21'	81° 57' 54"	S 21° 58' 19" E	17.13'	29+36.15	671.034.535	1.569.982.335	C41	50.00'	50.20'	07° 34' 36"	S 33° 50' 59" E	48.16'	41+00.24	669.764.480	1.560.985.634	
L18	23.16'	S 31° 27' 18" E	29+12.89	671.024.294	1.569.970.248	C27	292.00'	24.24'	4° 45' 19"	S 10° 00' 42" E	24.23'	29+88.01	670.934.820	1.569.996.238	C42	30.00'	29.22'	55° 48' 15"	S 34° 44' 09" E	28.08'	42+40.40	669.724.485	1.560.112.493	
L19	34.60'	S 12° 29' 22" E	29+43.37	670.988.546	1.569.988.746	C28	1008.00'	60.29'	3° 25' 36"	S 09° 26' 51" E	60.28'	30+12.25	670.930.968	1.560.002.492	C43	192.00'	60.59'	18° 04' 44"	S 02° 12' 22" W	60.34'	43+49.66	669.822.023	1.560.137.871	
L20	107.64'	S 12° 14' 13" E	31+56.83	670.788.100	1.560.021.784	C29	92.00'	19.99'	12° 51' 21"	S 04° 50' 13" E	19.95'	31+08.62	670.836.162	1.560.017.371	C44	158.00'	88.01'	31° 11' 26"	S 04° 20' 57" E	84.99'	44+10.25	669.581.253	1.560.136.649	
L21	195.00'	S 05° 59' 03" E	33+18.83	670.626.363	1.560.053.194	C30	120.00'	28.32'	13° 31' 25"	S 05° 28' 39" E	28.28'	31+28.61	670.816.225	1.560.079.988	C45	42.00'	21.31'	29° 04' 12"	S 05° 24' 33" E	21.08'	45+10.27	669.483.899	1.560.146.869	
L22	89.22'	S 04° 10' 09" E	35+44.40	670.392.223	1.560.081.981	C31	492.00'	54.26'	8° 19' 09"	S 09° 04' 58" E	54.24'	32+44.57	670.882.939	1.560.044.199	C46	53.00'	38.80'	41° 58' 57"	S 11° 50' 59" E	37.94'	45+21.56	669.442.870	1.560.148.892	
L23	21.51'	S 02° 57' 19" W	37+44.53	670.225.434	1.560.088.801	C32	1008.00'	28.02'	1° 39' 39"	S 06° 42' 51" E	28.02'	35+13.83	670.536.388	1.560.073.292	C47	22.00'	9.12'	23° 44' 22"	S 20° 57' 13" E	9.09'	45+70.38	669.405.729	1.560.156.647	
L24	78.98'	S 04° 44' 47" W	39+16.92	670.038.558	1.560.044.570	C33	501.00'	52.54'	3° 20' 29"	S 05° 50' 24" E	52.54'	35+41.96	670.497.957	1.560.076.925	C48	105.00'	51.67'	28° 11' 34"	S 05° 00' 42" W	51.19'	45+79.45	669.397.284	1.560.159.883	
L25	166.10'	S 00° 03' 42" E	40+24.14	669.926.936	1.560.078.980	C34	329.00'	40.90'	7° 07' 29"	S 00° 36' 27" E	40.88'	36+83.62	670.266.309	1.560.080.307	C49	28.00'	16.01'	32° 42' 53"	S 02° 43' 36" W	15.79'	46+31.16	669.346.323	1.560.150.414	
L26	79.96'	S 00° 02' 52" E	42+49.71	669.791.411	1.560.128.437	C35	408.00'	100.71'	14° 08' 32"	S 04° 07' 01" E	100.45'	37+46.03	670.203.955	1.560.087.692	C50	185.00'	64.47'	19° 57' 51"	S 23° 38' 19" E	64.14'	46+47.17	669.330.939	1.560.154.663	
L27	14.01'	S 19° 56' 40" E	44+46.26	669.477.024	1.560.142.091	C36	92.00'	41.90'	26° 07' 39"	S 01° 52' 32" W	41.59'	38+46.74	670.103.763	1.560.094.904	C51	22.00'	36.68'	95° 31' 03"	S 14° 08' 14" W	32.57'	47+11.64	669.271.797	1.560.180.382	
L28	6.31'	S 61° 53' 46" W	47+48.31	669.246.210	1.560.172.425	C37	92.00'	17.82'	11° 09' 50"	S 20° 29' 17" W	17.79'	38+88.69	670.062.195	1.560.093.542										



BIKE PATH PLAN (STA: 36+80 to STA: 47+54.62)

REVISIONS: THESE DRAWINGS SHALL BE MODIFIED BY THE DESIGNER AND/OR ENGINEER AND SHALL BE SUBJECT TO THE APPROVAL OF THE CITY OF GAITHERSBURG. THE CITY OF GAITHERSBURG IS NOT RESPONSIBLE FOR THE ACCURACY OF THESE DRAWINGS.

**BROADFORD ROAD BIKE PATH**  
**GEOMETRY PLAN (STA: 24+80 to STA: 47+54.62)**

LOCATED WITHIN SECTIONS 15 & 16, T.2 N. R.16 E. 1/4, B.M. CITY OF HALEY, BLAINE COUNTY, DAHO  
 PREPARED FOR: CITY OF HALEY  
 PROJECT INFORMATION: 7417 Hwy 200, Blaine, ID 83406  
 DRAWN BY: J. J. HALEY  
 CHECKED BY: J. J. HALEY  
 SURVEY DATE: 10/08/2024  
 SCALE: AS SHOWN  
 DATE: 10/08/2024

**PRELIMINARY**  
**NOT FOR CONSTRUCTION**

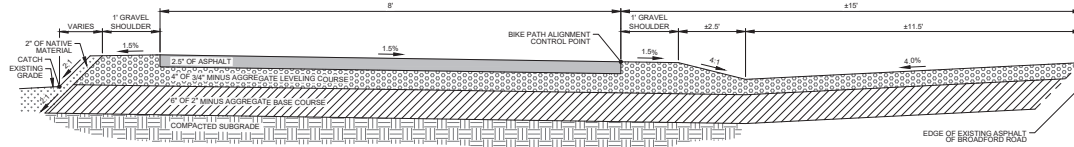
**DESIGNED BY: CT**  
**DRAWN BY: CT**  
**CHECKED BY: J. J. HALEY**  
**SURVEY DATE: 10/08/2024**

**GALINA - BENCHMARK ENGINEERING**  
 1000 8th Ave  
 Blaine, ID 83406  
 Phone: (208) 833-3400  
 www.galina-engineering.com

NO.	DATE	BY	REVISIONS

**C1.10**

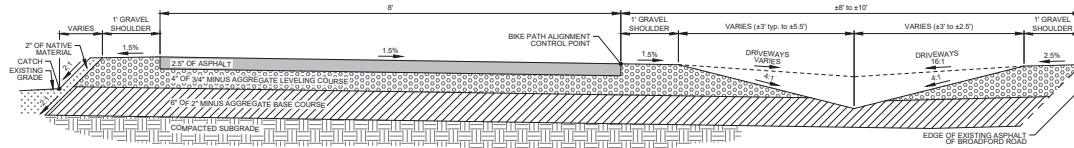
PLEASE DO NOT SCALE. THESE DRAWINGS, OR ANY PORTION THEREOF, SHALL NOT BE USED FOR ANY PROJECT OR PURPOSE UNLESS THEY ARE USED WITH CARE AND WITH ALL NECESSARY PRECAUTIONS.



**LANDSCAPE NOTES:**  
CONTRACTOR SHALL REPAIR IRRIGATION SYSTEM AFFECTED BY THE CONSTRUCTION OF THE BIKE PATH.

- NOTES:**
1. SUBBASE CAN BE 2" TYPE II OR X1 TYPE I CRUSHED AGGREGATE BASE COURSE.
  2. MATERIALS SHALL CONFORM WITH CURRENT ISPGC STANDARDS, DIVISION 800 AGGREGATES AND ASPHALT.
  3. PAVEMENT SECTION MAY BE MODIFIED IF A PROJECT SPECIFIC GEOTECHNICAL REPORT, STAMPED BY A LICENSED ENGINEER, IS PROVIDED.

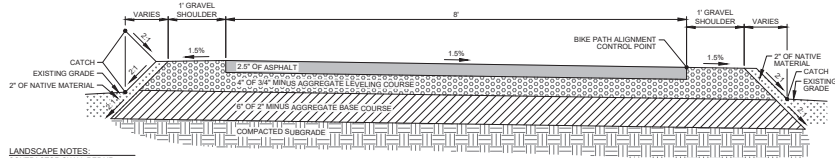
**1**  
C2.00  
**BROADFORD ROAD BIKE PATH TYPICAL SECTION (1)**  
N.T.S.  
(STA: 1+00 to STA: 4+04.4)



**LANDSCAPE NOTES:**  
CONTRACTOR SHALL REPAIR IRRIGATION SYSTEM AFFECTED BY THE CONSTRUCTION OF THE BIKE PATH.

- NOTES:**
1. SUBBASE CAN BE 2" TYPE II OR X1 TYPE I CRUSHED AGGREGATE BASE COURSE.
  2. MATERIALS SHALL CONFORM WITH CURRENT ISPGC STANDARDS, DIVISION 800 AGGREGATES AND ASPHALT.
  3. PAVEMENT SECTION MAY BE MODIFIED IF A PROJECT SPECIFIC GEOTECHNICAL REPORT, STAMPED BY A LICENSED ENGINEER, IS PROVIDED.

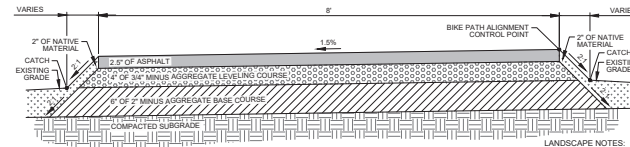
**2**  
C2.00  
**BROADFORD ROAD BIKE PATH TYPICAL SECTION (2)**  
N.T.S.  
(STA: 5+04.44 to STA: 17+14.28)



**LANDSCAPE NOTES:**  
CONTRACTOR SHALL REPAIR IRRIGATION SYSTEM AFFECTED BY THE CONSTRUCTION OF THE BIKE PATH.

- NOTES:**
1. SUBBASE CAN BE 2" TYPE II OR X1 TYPE I CRUSHED AGGREGATE BASE COURSE.
  2. MATERIALS SHALL CONFORM WITH CURRENT ISPGC STANDARDS, DIVISION 800 AGGREGATES AND ASPHALT.
  3. PAVEMENT SECTION MAY BE MODIFIED IF A PROJECT SPECIFIC GEOTECHNICAL REPORT, STAMPED BY A LICENSED ENGINEER, IS PROVIDED.

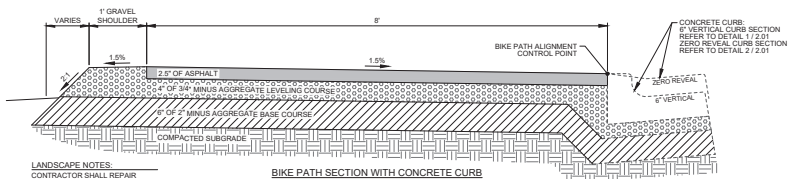
**3**  
C2.00  
**BROADFORD ROAD BIKE PATH TYPICAL SECTION (3)**  
N.T.S.  
(STA: 17+14.28 to STA: 22+06)  
(STA: 28+54.70 to STA: 4+00)  
(STA: 42+18 to STA: 47+54.62)  
AVIATION DRIVE CONNECTOR  
LOT 4M, BLOCK 4, AIRPORT WEST SUB. #2 CONNECTOR



**LANDSCAPE NOTES:**  
CONTRACTOR SHALL REPAIR IRRIGATION SYSTEM AFFECTED BY THE CONSTRUCTION OF THE BIKE PATH.

- NOTES:**
1. SUBBASE CAN BE 2" TYPE II OR X1 TYPE I CRUSHED AGGREGATE BASE COURSE.
  2. MATERIALS SHALL CONFORM WITH CURRENT ISPGC STANDARDS, DIVISION 800 AGGREGATES AND ASPHALT.
  3. PAVEMENT SECTION MAY BE MODIFIED IF A PROJECT SPECIFIC GEOTECHNICAL REPORT, STAMPED BY A LICENSED ENGINEER, IS PROVIDED.

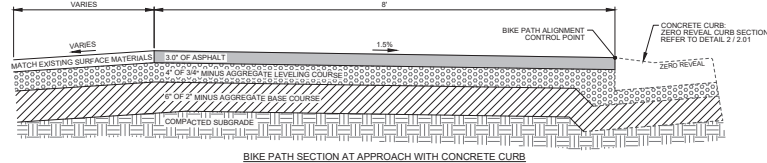
**4**  
C2.00  
**BROADFORD ROAD BIKE PATH TYPICAL SECTION (4)**  
N.T.S.  
(STA: 22+91.48 to STA: 28+59.70)



**LANDSCAPE NOTES:**  
CONTRACTOR SHALL REPAIR IRRIGATION SYSTEM AFFECTED BY THE CONSTRUCTION OF THE BIKE PATH.

- NOTES:**
1. SUBBASE CAN BE 2" TYPE II OR X1 TYPE I CRUSHED AGGREGATE BASE COURSE.
  2. MATERIALS SHALL CONFORM WITH CURRENT ISPGC STANDARDS, DIVISION 800 AGGREGATES AND ASPHALT.
  3. PAVEMENT SECTION MAY BE MODIFIED IF A PROJECT SPECIFIC GEOTECHNICAL REPORT, STAMPED BY A LICENSED ENGINEER, IS PROVIDED.

**5**  
C2.00  
**BROADFORD ROAD BIKE PATH TYPICAL SECTION (5)**  
N.T.S.  
(STA: 40+05.14 to STA: 42+11)  
ALTERNATIVE ROUTE (STA: 51+53.70 to STA: 54+22.41)



**BIKE PATH SECTION AT APPROACH WITH CONCRETE CURB**

**BROADFORD ROAD BIKE PATH  
DETAIL SHEET**

LOCATED WITHIN SECTIONS 15 & 16, T.2N. R.18.E. 18M, CITY OF HALEY, BLAINE COUNTY, DAHO  
PROJECT INFORMATION  
DATE: 01/19/2024  
DRAWN BY: JCL  
CHECKED BY: JCL  
DESIGNED BY: CT

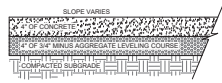
**PRELIMINARY  
NOT FOR  
CONSTRUCTION**

DESIGNED BY: CT  
DRAWN BY: JCL  
CHECKED BY: JCL  
SURVEY DATE:  
SCALE: AS SHOWN  
DATE: 01/19/2024  
PROJECT: BROADFORD ROAD BIKE PATH

NO.	DATE	BY	REVISIONS

C2.00

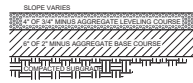




**NOTES:**

1. SUBBASE SHALL BE 1/2\"/>

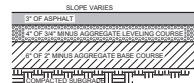
**1**  
C2.01 **TYPICAL CONCRETE SECTION**  
N.T.S.



**NOTES:**

1. SUBBASE CAN BE 2\"/>

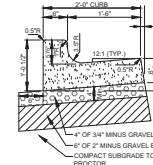
**2**  
C2.01 **TYPICAL GRAVEL SECTION**  
N.T.S.



**NOTES:**

1. SUBBASE CAN BE 2\"/>

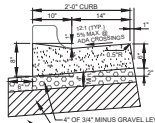
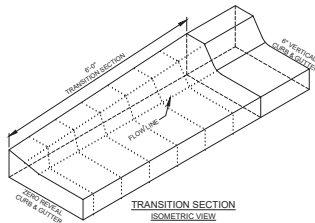
**3**  
C2.01 **TYPICAL ASPHALT SECTION**  
N.T.S.



**NOTES:**

1. 10-INCH PREFORMED EXPANSION JOINT MATERIAL (ASHTO M 215) AT TERMINAL POINTS OF ROAD.
2. CONTINUOUS PLACEMENT PREFERRED. SCORE INTERVALS TO MATCH SIDEWALK WITH 10-FOOT MAXIMUM SPACING.
3. MATERIALS SHALL CONFORM WITH CURRENT ISPWC STANDARDS, DIVISION 800 AGGREGATES AND ASPHALT.

**5**  
C2.01 **6\"/>**



**ZERO REVEAL CURB & GUTTER**

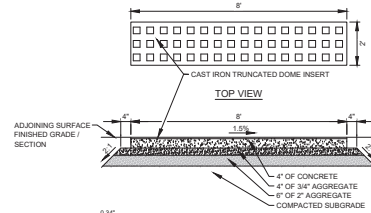
**NOTES:**

1. 10-INCH PREFORMED EXPANSION JOINT MATERIAL (ASHTO M 215) AT TERMINAL POINTS OF ROAD.
2. CONTINUOUS PLACEMENT PREFERRED. SCORE INTERVALS TO MATCH SIDEWALK WITH 10-FOOT MAXIMUM SPACING.
3. MATERIALS SHALL CONFORM WITH CURRENT ISPWC STANDARDS, DIVISION 800 AGGREGATES AND ASPHALT.

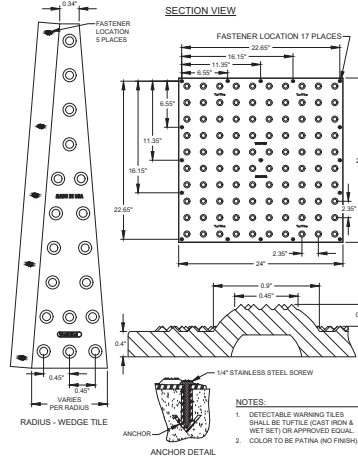
**5**  
C2.01 **TYPICAL CURB TRANSITION DETAIL**  
N.T.S.



**6**  
C2.01 **TYPICAL WOODEN BOLLARD SIGN POST**  
**WITH \"NO MOTOR VEHICLE SIGN\"**  
N.T.S.



**SECTION VIEW**



**NOTES:**

1. DETECTABLE WARNING TILES SHALL BE TYPICAL CAST IRON (A WET SET) OR APPROVED EQUAL.
2. COLOR TO BE PATINA (NO FINISH).

**7**  
C2.01 **DETECTABLE WARNING PLATE DETAIL**  
N.T.S.

**BROADFORD ROAD BIKE PATH**  
**DETAIL SHEET**

LOCATED WITHIN SECTIONS 15 & 16, T.2N. R.18E. B.M. CITY OF HALEY, BLAINE COUNTY, IDAHO  
PROJECT INFORMATION: P:\11\11\2018\Broadford Bike Path\Broadford Bike Path.dwg, 02/28/2018 10:28:43 AM

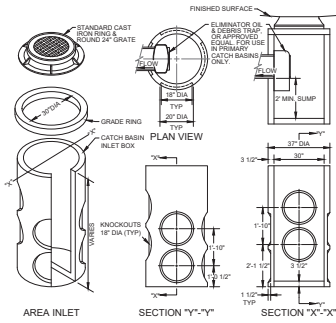
**PRELIMINARY**  
**NOT FOR CONSTRUCTION**

DESIGNED BY: CT  
DRAWN BY: CT  
CHECKED BY: JCL  
SURVEY DATE:

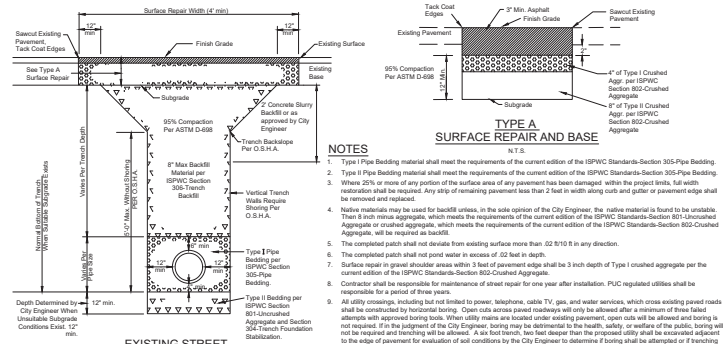
**GALINA - BENCHMARK**  
**ENGINEERING**  
1000 Old Hwy  
Bozeman, MT 59717  
(406) 592-0830  
www.galina-benchmark.com

PURPOSE: ISSUE FOR REVIEW (03/11/2024) - 80% PLANS  
NO DATE BY REVISIONS

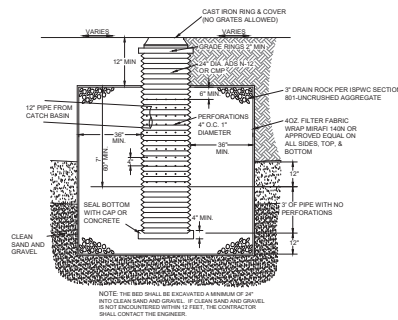
C2.01



**1**  
CZ.02  
**30" DIAMETER PRIMARY CATCH BASIN**  
N.T.S.



**2**  
CZ.02  
**TRENCH AND SURFACE REPAIR DETAIL (18.14.010.A.1)**  
N.T.S.



**3**  
CZ.02  
**DRYWELL DETAIL**  
N.T.S.

**BROADFORD ROAD BIKE PATH  
DETAIL SHEET**

LOCATED WITHIN SECTIONS 15 & 16, T.2N. R.1E. 16M, CITY OF HALEY, BLAINE COUNTY, IDAHO  
PREPARED FOR: CITY OF HALEY  
PROJECT INFORMATION: P:\City of Haley\2018\Broadford Road Bike Path\2018 Broadford Road Bike Path.dwg  
DATE: 02/28/2018 10:28:43 AM

**PRELIMINARY  
NOT FOR  
CONSTRUCTION**

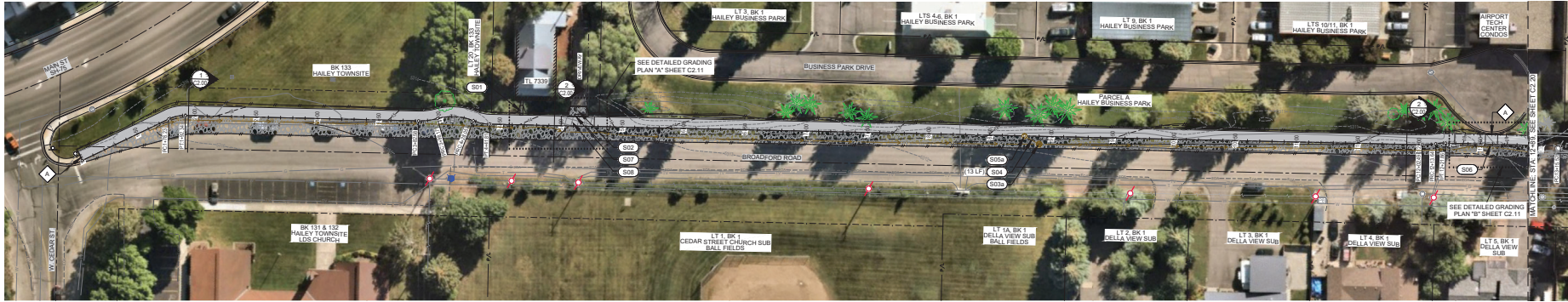
DESIGNED BY: CT  
DRAWN BY: CT  
CHECKED BY: JCL  
SURVEY DATE:

**GALNA - BENCHMARK  
ENGINEERING**  
1000 Blue Drive  
Bozeman, Idaho 83740  
www.galna-benchmark.com

NO.	DATE	BY	REVISIONS

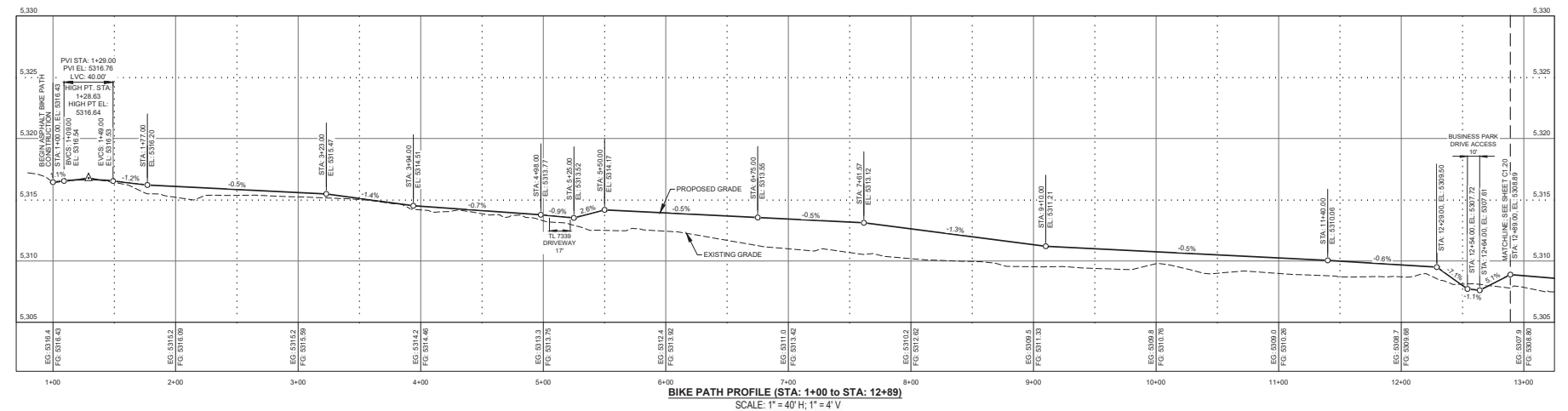
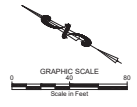
FOR PURPOSE: ISSUE FOR REVIEW (03/01/2024) - BDS PLANS  
NO DATE BY REVISIONS

C2.02



BIKE PATH PLAN (STA: 1+00 to STA: 12+89)

- SITE IMPROVEMENT KEY NOTES**
- S21** CONSTRUCT CONCRETE SIDEWALK REPAIR. MATCH EXISTING SIDEWALK WIDTH. REFER TO DETAIL 1 / C2.01.
  - S22** CONSTRUCT GRAVEL DRIVEWAY REPAIR. REFER TO DETAIL 2 / C2.01.
  - S23** INSTALL CATCH BASIN. REFER TO DETAIL 1 / C2.02.
    - a. RM = 5310.07
    - INV. CUT = 5307.2
  - S24** INSTALL 12" ADS N-12 STORM DRAIN PIPE WITH A MINIMUM SLOPE OF 2.0%. REFER TO DETAIL 2 / C2.02 FOR TRENCHING.
  - S25** CONNECT TO EXISTING DRYWELL. INSTALL SOLID LID. ADJUST RM ELEVATION. REFER TO DETAIL 3 / C2.02.
    - a. ORIGINAL RM = 5309.56
    - NEW RM = 5311.42
    - I.E. (N) = 5306.7
  - S26** INSTALL POST AND RAIL FENCE. REUSE MATERIALS FROM ITEM D33 / C0.30.
  - S27** INSTALL WHITE PAVEMENT STRIPING (6" WIDE).
  - S28** CONSTRUCT ASPHALT ROADWAY / ASPHALT REPAIR. REFER TO DETAIL 3 / C2.01.
  - S29** MATCH EXISTING BACK OF CURB AND/OR SIDEWALK ELEVATION.



BIKE PATH PROFILE (STA: 1+00 to STA: 12+89)  
SCALE: 1" = 40' H; 1" = 4' V

REUSE OF DRAWINGS: These drawings shall not be used for any project or location where the project is not approved by the appropriate authority without the written consent of the engineer.

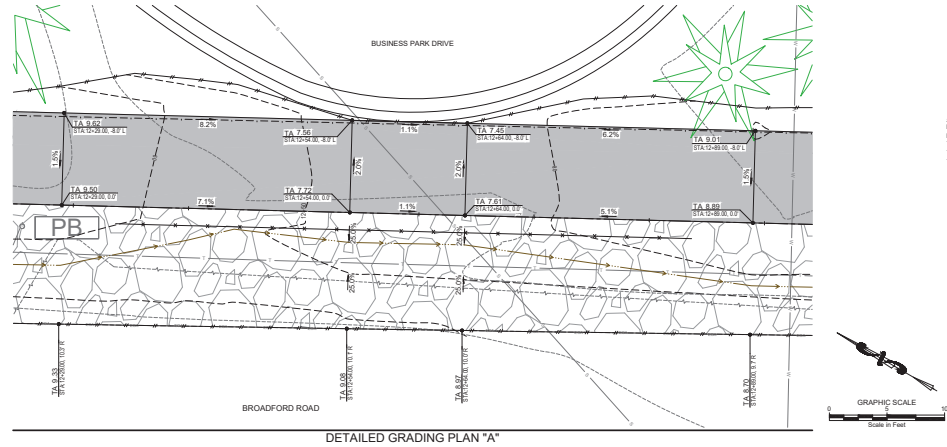
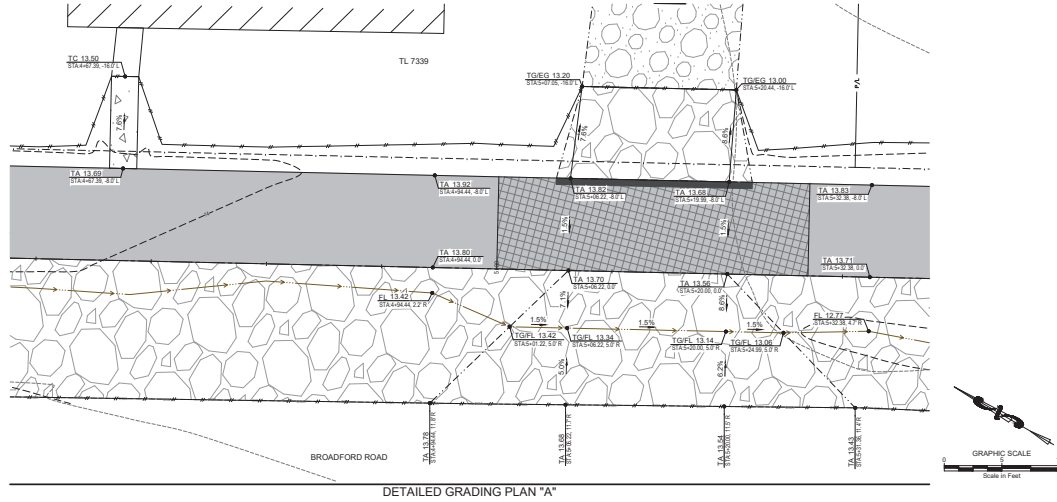
**BROADFORD ROAD BIKE PATH  
PLAN & PROFILE SHEET (STA: 1+00 to STA: 12+89)**  
LOCATED WITHIN SECTIONS 15 & 16, T.2 N. R. 18 E. 18M, CITY OF HALEY, BLAINE COUNTY, DAHO

**PRELIMINARY  
NOT FOR  
CONSTRUCTION**

DESIGNED BY: CT  
DRAWN BY: CT  
CHECKED BY: JCL  
SURVEY DATE:  
**GALNA - BENCHMARK  
ENGINEERING**  
1000 1/2 Main Street  
Bozeman, MT 59717  
406.592.8340  
www.galnabenchmark.com

NO.	DATE	BY	REVISIONS

C2.10



**ABBREVIATIONS**  
 EG = EXISTING GRADE  
 FL = FLOW LINE  
 TA = TOP OF ASPHALT  
 TC = TOP OF CONCRETE  
 TG = TOP OF GRAVEL

**BROADFORD ROAD BIKE PATH**  
**DETAILED GRADING PLANS "A" AND "B"**  
 LOCATED WITHIN SECTIONS 15 & 16, T.2N. R.18.E. 18M, CITY OF HALEY, BLAINE COUNTY, IDAHO  
 PREPARED FOR: CITY OF HALEY  
 PROJECT INFORMATION  
 DRAWN BY: CT  
 CHECKED BY: JCL  
 SURVEY DATE:

**PRELIMINARY**  
**NOT FOR**  
**CONSTRUCTION**

**GALENA - BENCHMARK**  
**ENGINEERING**  
 1000 1/2 Main Street  
 Boise, Idaho 83725  
 Phone: 208.333.8340  
 Fax: 208.333.8341  
 www.galena-benchmark.com

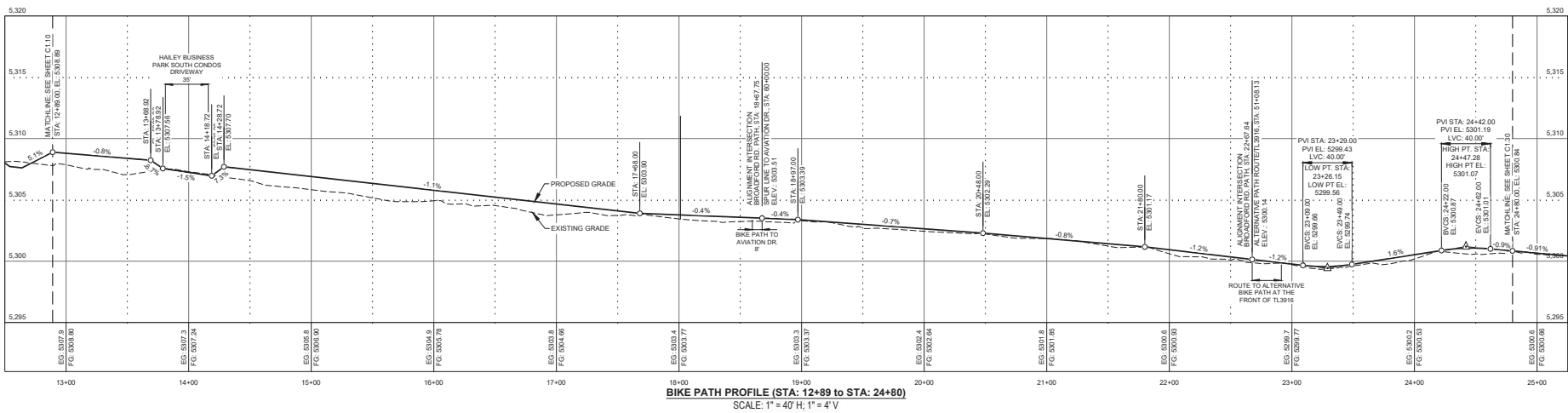
NO.	DATE	BY	REVISIONS

PURPOSE: ISSUE FOR REVIEW (03/01/2024) - 80% PLANS



BIKE PATH PLAN (STA: 12+89 to STA: 24+80)

- SITE IMPROVEMENT KEY NOTES**
- CB** INSTALL CATCH BASIN. REFER TO DETAIL 1/ C2.02.  
 a. RIM = 5307.03  
 b. I.E. (PI) = 5304.5
  - SD** INSTALL 12" ADS N-12 STORM DRAIN PIPE WITH A MINIMUM SLOPE OF 2.0%. REFER TO DETAIL 2/ C2.02 FOR TRENCHING.
  - CE** CONNECT TO EXISTING DRYWELL. INSTALL SOLID LID. ADJUST RIM ELEVATION. REFER TO DETAIL 3/ C2.02.  
 a. ORIGINAL RIM = 5307.03  
 NEW RIM = 5306.49  
 I.E. (PI) = 5304.0
  - ST** INSTALL WHITE PAVEMENT STRIPING (6" WIDE)
  - AS** CONSTRUCT ASPHALT ROADWAY / ASPHALT REPAIR. REFER TO DETAIL 3/ C2.01.



BIKE PATH PROFILE (STA: 12+89 to STA: 24+80)  
SCALE: 1" = 40' H, 1" = 4' V

**BROADFORD ROAD BIKE PATH  
PLAN & PROFILE SHEET (STA: 12+89 to STA: 24+80)**  
 LOCATED WITHIN SECTIONS 15 & 16, T.2N. R.18.E. B.M., CITY OF HALEY, BLAINE COUNTY, DAHO  
 PREPARED FOR: CITY OF HALEY  
 PROJECT INFORMATION  
 DRAWN BY: JCL  
 CHECKED BY: JCL  
 SURVEY DATE:

**PRELIMINARY  
NOT FOR  
CONSTRUCTION**

DESIGNED BY: CT  
 DRAWN BY: JCL  
 CHECKED BY: JCL  
 SURVEY DATE:

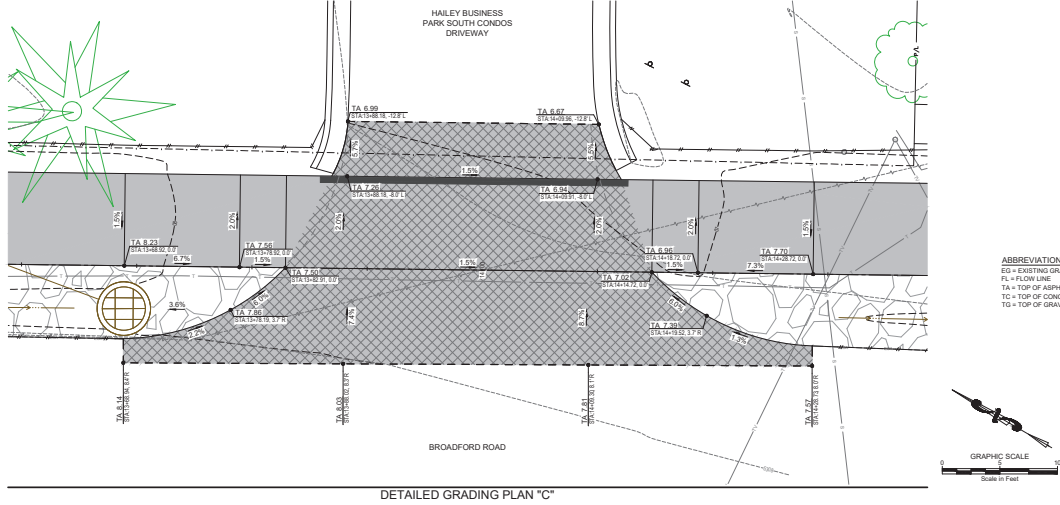


**REVISIONS**

NO.	DATE	BY	REVISIONS

PURPOSE: ISSUE FOR REVIEW (03/01/2024) - 80% PLANS  
 MATCHLINE: SEE SHEET C2.30  
 STA. 24+80 (LEFT) SEE SHEET C2.30

REUSE OF DRAWINGS: These drawings, or any portion thereof, shall not be used in any Project or sub-project without the approval of the Engineer.



DETAILED GRADING PLAN "C"

**BROADFORD ROAD BIKE PATH  
DETAILED GRADING PLAN "C"**  
 LOCATED WITHIN SECTIONS 15 & 16, T.2N. R.18.E. B.M., CITY OF HAILEY, BLAINE COUNTY, IDAHO  
 PROJECT INFORMATION  
 DRAWN BY: JLM/JDM  
 CHECKED BY: JLM/JDM  
 SURVEY DATE: 08/2014

**PRELIMINARY  
NOT FOR  
CONSTRUCTION**

**GALINA - BENCHMARK  
ENGINEERING**  
 10000 Dale  
 Blaine, ID 83410  
 208.338.8334  
 www.galina-benchmark-engineering.com

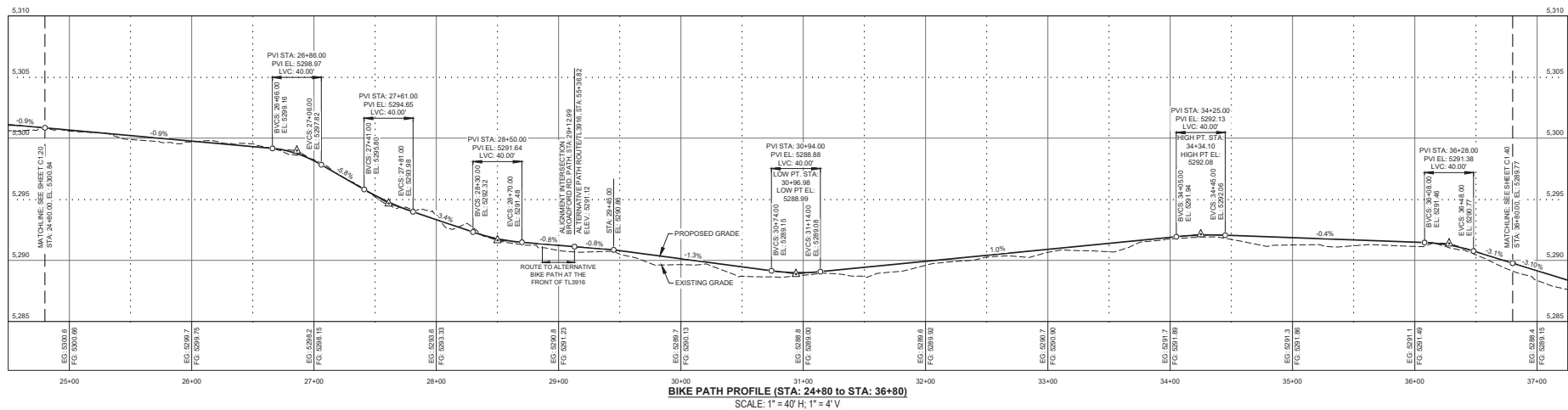
NO.	DATE	BY	REVISIONS

C2.21

FILES OF DRAWINGS: These drawings, or any portion thereof, shall not be used without the prior written approval of the engineer. A. W. P. & S. Inc. is not responsible for any errors or omissions in these drawings.



BIKE PATH PLAN (STA: 24+80 to STA: 36+80)



BIKE PATH PROFILE (STA: 24+80 to STA: 36+80)  
SCALE: 1" = 40' H, 1" = 4' V

**BROADFORD ROAD BIKE PATH  
PLAN & PROFILE SHEET (STA: 24+80 to STA: 36+80)**  
LOCATED WITHIN SECTIONS 15 & 16, T.2 N. R. 18 E. B.M., CITY OF HALEY, BLAINE COUNTY, MONTANA  
PROJECT INFORMATION  
DRAWN BY: J. W. P. & S. INC.  
CHECKED BY: J. W. P. & S. INC.  
DESIGNED BY: J. W. P. & S. INC.  
SURVEY DATE: 08/14/2018

**PRELIMINARY  
NOT FOR  
CONSTRUCTION**

**GALINA - BENCHMARK  
ENGINEERING**  
1000 1/2 Ave. SW  
Butte, MT 59701  
406.841.1234  
www.galina-benchmark.com

NO.	DATE	BY	REVISIONS

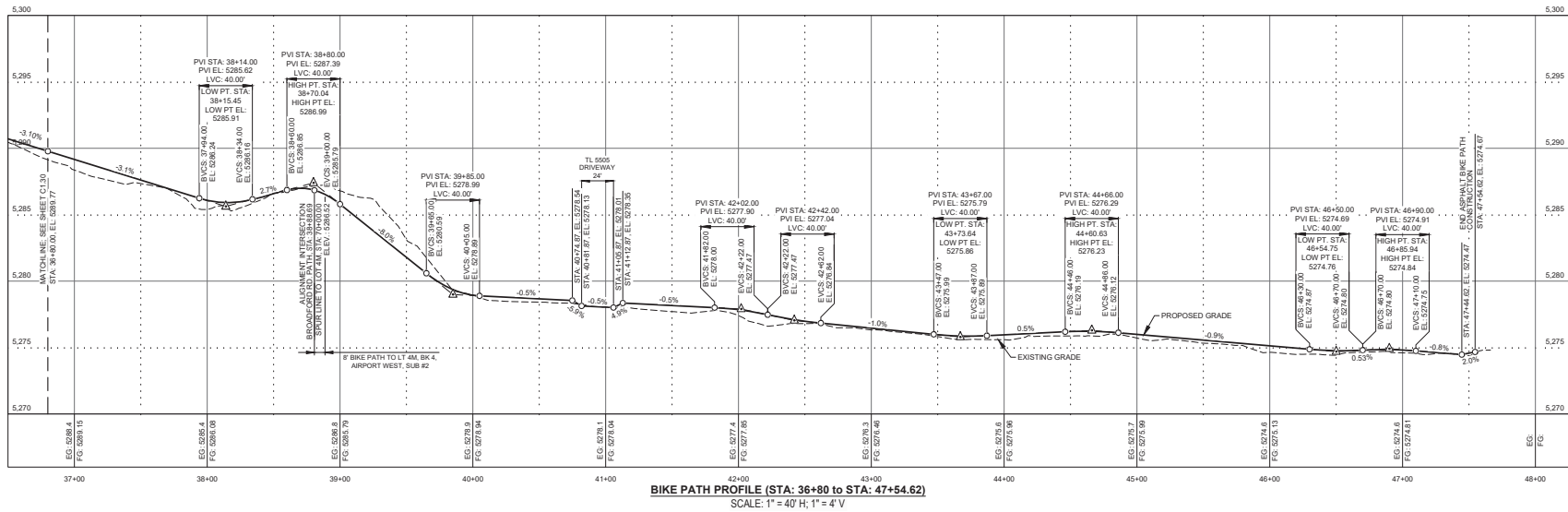
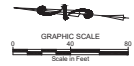
PROPOSE: ISSUE FOR REVIEW 08/11/2024 - 50% PLANS

C2.30



BIKE PATH PLAN (STA: 36+80 to STA: 47+54.62)

- SITE IMPROVEMENT KEY NOTES**
- S07 INSTALL WHITE PAVEMENT STRIPING (6" WIDE)
  - S08 CONSTRUCT ASPHALT ROADWAY / ASPHALT REPAIR. REFER TO DETAIL 31 C2.01.
  - S09 CONSTRUCT CONCRETE CURB AND GUTTER
    - a. 6" VERTICAL C&G PER DETAIL 41 C2.01.
    - b. CURB TRANSITION PER DETAIL 51 C2.01.
    - c. ZERO REVEAL CURB AND GUTTER PER DETAIL 51 C2.01.
  - S10 INSTALL WOODEN BOLLARD SIGN POST WITH "NO MOTOR VEHICLE SIGN" REFER TO DETAIL 71 C2.01.
  - S11 INSTALL CITY OF HALEY APPROVED CAST IRON TRUNCATED DOME DETECTABLE WARNING INSERT. REFER TO DETAIL 41 C2.01.



BIKE PATH PROFILE (STA: 36+80 to STA: 47+54.62)  
SCALE: 1" = 40' H; 1" = 4' V

**BROADFORD ROAD BIKE PATH  
PLAN & PROFILE SHEET (STA: 36+80 to STA: 47+54.62)**  
LOCATED WITHIN SECTIONS 15 & 16, T.2N. R.18.E. 18M, CITY OF HALEY, BLAINE COUNTY, IDAHO  
PROJECT INFORMATION  
DRAWN BY: JCL  
CHECKED BY: JCL  
SURVEY DATE:  
DATE: 10/28/2024  
PROJECT NO: 2024-0010-001  
SCALE: 1" = 40' H, 1" = 4' V

**PRELIMINARY  
NOT FOR  
CONSTRUCTION**

DESIGNED BY: CT  
DRAWN BY: JCL  
CHECKED BY: JCL  
SURVEY DATE:  
DATE: 10/28/2024  
PROJECT NO: 2024-0010-001  
SCALE: 1" = 40' H, 1" = 4' V

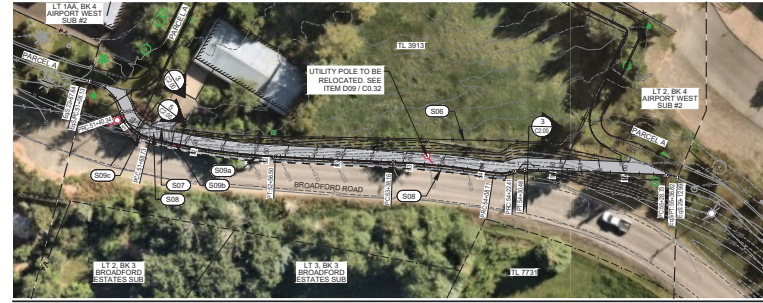
NO.	DATE	BY	REVISIONS

C2.40





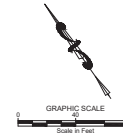
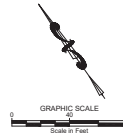
GEOMETRY PLAN OF ALTERNATIVE BIKE PATH ROUTE AT THE FRONT OF TL3916



PLAN VIEW OF ALTERNATIVE BIKE PATH ROUTE AT THE FRONT OF TL3916

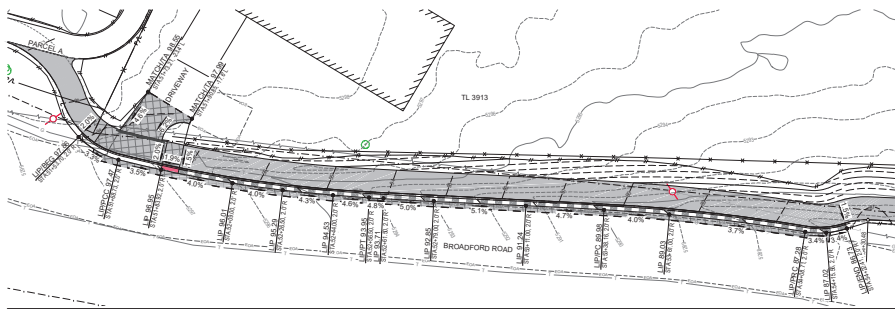
Line Table					
Line	Length	Direction	Start Station	Start Northing	Start Easting
L29	81.66'	S 52° 00' 54" E	52+56.50	671,197.287	1,559,750.853
L30	98.20'	S 52° 31' 47" E	54+30.48	671,050.042	1,559,886.891

Curve Table								
Curve	Radius	Length	Delta	Chord Direction	Chord Length	Start Station	Start Northing	Start Easting
C32	32.00'	32.31'	57° 40' 03"	S 11° 32' 09" E	30.87'	51+06.13	671,314.577	1,559,675.483
C33	28.00'	28.39'	58° 00' 17"	S 11° 44' 44" E	27.19'	51+40.34	671,284.338	1,559,681.656
C34	448.00'	87.77'	11° 13' 31"	S 46° 24' 08" E	87.62'	51+68.73	671,257.717	1,559,687.180
C35	623.00'	70.55'	8° 29' 18"	S 48° 48' 19" E	70.51'	53+26.16	671,147.000	1,559,815.014
C36	26.00'	13.70'	28° 01' 30"	S 69° 32' 28" E	13.56'	54+08.71	671,105.556	1,559,888.947
C37	22.00'	8.07'	21° 01' 27"	S 63° 02' 31" E	8.05'	54+22.41	671,053.851	1,559,878.732
C38	22.00'	8.09'	21° 04' 31"	S 41° 59' 31" E	8.05'	55+28.73	671,033.275	1,559,944.865



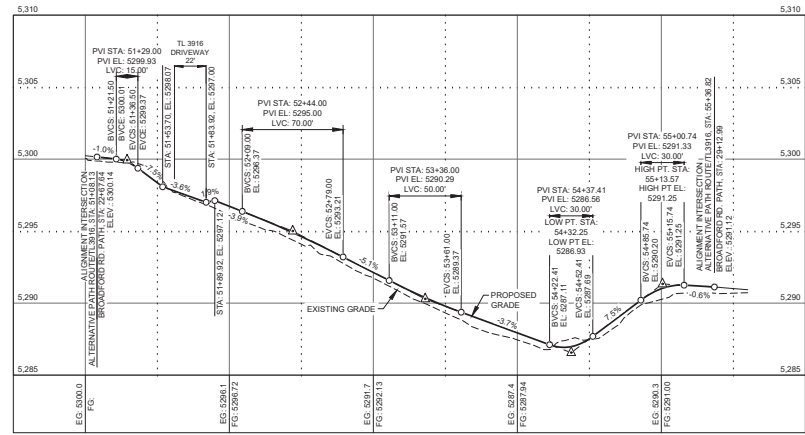
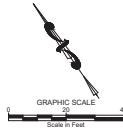
**SITE IMPROVEMENT KEY NOTES**

- (C32) INSTALL POST AND RAIL-FENCE.
- (S32) INSTALL WHITE PAVEMENT STRIPING (8" WIDE).
- (S33) CONSTRUCT ASPHALT ROADWAY / ASPHALT REPAIR. REFER TO DETAIL 3 / C2.01.
- (S34) CONSTRUCT CONCRETE CURBS AND GUTTER
  - a. VERTICAL C&G PER DETAIL 4 / C2.01.
  - b. CURB TRANSITION PER DETAIL 5 / C2.01.
  - c. ZERO REVEAL CURB AND GUTTER PER DETAIL 5 / C2.01.



DETAILED GRADING PLAN OF ALTERNATIVE BIKE PATH ROUTE AT THE FRONT OF TL3916

**ABBREVIATIONS**  
 BEG = BEGIN  
 LIP = LIP OF GUTTER  
 PC = POINT OF CURVATURE  
 POC = POINT OF COMPOUND CURVE  
 PRC = POINT OF REVERSE CURVE  
 PT = POINT OF TANGENT  
 TA = TOP OF ASPHALT

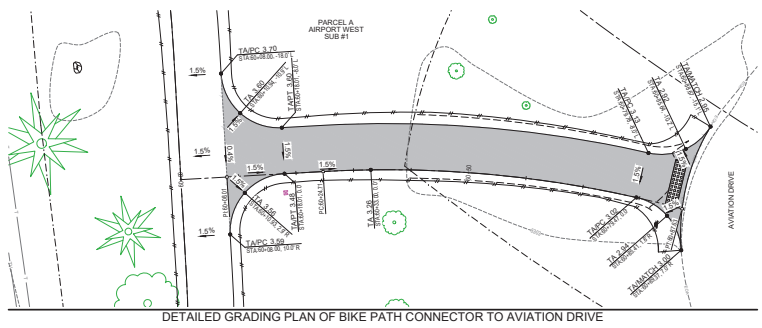


PROFILE OF ALTERNATIVE BIKE PATH ROUTE AT THE FRONT OF TL3916

SCALE: 1" = 40' H; 1" = 4' V

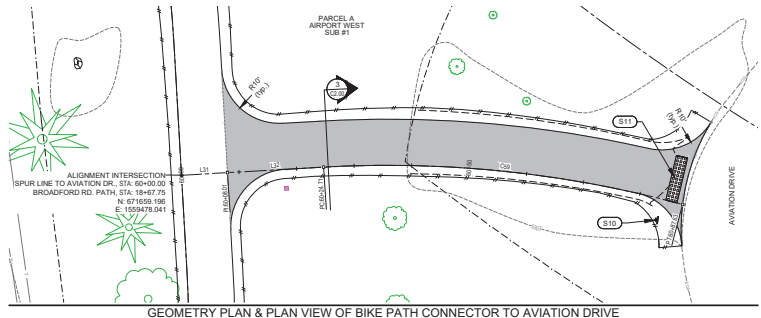
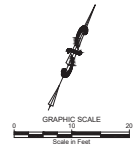
**BROADFORD ROAD BIKE PATH GEOMETRY, PLAN & PROFILE, AND DETAILED GRADING PLAN ALTERNATIVE BIKE PATH ROUTE AT THE FRONT OF TL-3916**  
 LOCATED WITHIN SECTIONS 15 & 16, T.2 N. R.18 E. 18M, CITY OF HALEY, BLAINE COUNTY, DAHO  
 PREPARED FOR: CITY OF HALEY  
 PROJECT INFORMATION: P:\Projects\2024\2024-05-16\2024-05-16.dwg, 05/16/24 2:30:43 PM  
 DESIGNED BY: CT  
 DRAWN BY: CT  
 CHECKED BY: JSL  
 SURVEY DATE:  
**GALNA - BENCHMARK ENGINEERING**  
 1008 Old Town  
 1008 Old Town Drive  
 Bozeman, Montana 59717  
 (406) 592-8888  
 www.galna-benchmark.com  
 PRELIMINARY NOT FOR CONSTRUCTION  
 PURPOSE: ISSUE FOR REVIEW (05/11/2024) - 80% PLANS  
 NO DATE BY REVISIONS  
 C2.50

THESE DRAWINGS, IF ANY, AND THE INFORMATION CONTAINED THEREIN, ARE THE PROPERTY OF GALERNA BENCHMARK ENGINEERING, INC. AND SHALL REMAIN THE PROPERTY OF GALERNA BENCHMARK ENGINEERING, INC. IF USED FOR ANY OTHER PROJECT OR FOR ANY OTHER PURPOSE.



DETAILED GRADING PLAN OF BIKE PATH CONNECTOR TO AVIATION DRIVE

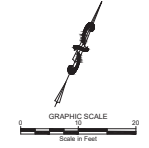
**Abbreviations**  
 PC = POINT OF CURVATURE  
 PT = POINT OF TANGENT  
 TA = TOP OF ASPHALT



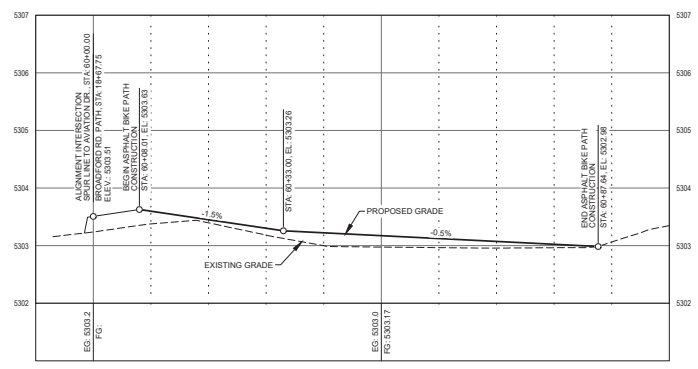
GEOMETRY PLAN & PLAN VIEW OF BIKE PATH CONNECTOR TO AVIATION DRIVE

Line Table						
Line	Length	Direction	Start Station	Start Northing	Start Easting	
L31	8.01'	N 62° 58' 01" E	60+00.00	871,658.196	1,559,678.941	
L32	16.70'	N 62° 58' 01" E	60+08.01	871,662.836	1,559,485.175	

Curve Table								
Curve	Radius	Length	Delta	Chord Direction	Chord Length	Start Station	Start Northing	Start Easting
C59	196.00'	62.92'	18° 23' 30"	N 72° 09' 49" E	62.85'	59+24.71	871,670.438	1,559,500.594



- SITE IMPROVEMENT KEY NOTES**
- INSTALL WOODEN BOLLARD SIGN POST WITH "NO MOTOR VEHICLE SIGN". REFER TO DETAIL 7 / 12.01.
  - INSTALL CITY OF HAILEY APPROVED CAST IRON TRUNCATED DOME DETECTABLE WARNING INSET. REFER TO DETAIL 8 / 12.01.



PROFILE OF BIKE PATH CONNECTOR TO AVIATION DRIVE PROFILE  
SCALE: 1" = 10' H; 1" = 1' V

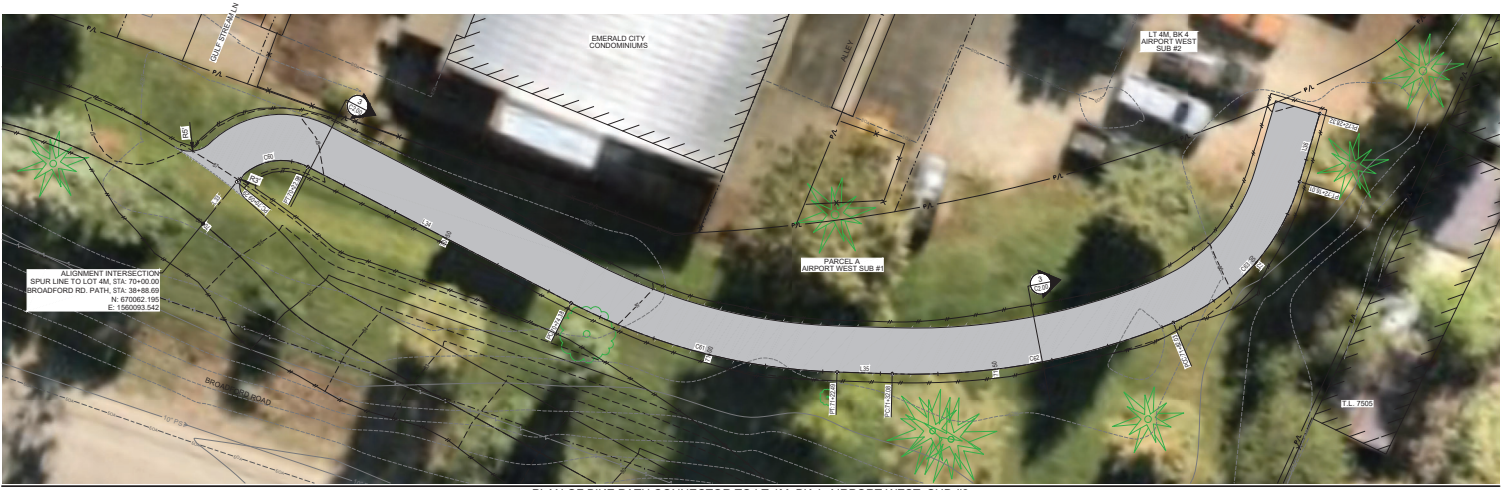
**BROADFORD ROAD BIKE PATH GEOMETRY, PLAN & PROFILE, AND DETAILED GRADING PLAN OF BIKE PATH CONNECTOR TO AVIATION DRIVE**  
 LOCATED WITHIN SECTIONS 15 & 16, T.2 N. R. 18 E. B.M., CITY OF HAILEY, BLAINE COUNTY, IDAHO  
 PROJECT INFORMATION  
 DRAWN BY: JCL  
 CHECKED BY: JCL  
 SURVEY DATE:

**PRELIMINARY NOT FOR CONSTRUCTION**

DESIGNED BY: CT  
 DRAWN BY: CT  
 CHECKED BY: JCL  
 SURVEY DATE:  
**GALERNA - BENCHMARK ENGINEERING**  
 1000 Old Idaho State Park  
 Boise, Idaho 83724  
 Phone: (208) 333-8340  
 Fax: (208) 333-8340  
 www.galerna-benchmark.com

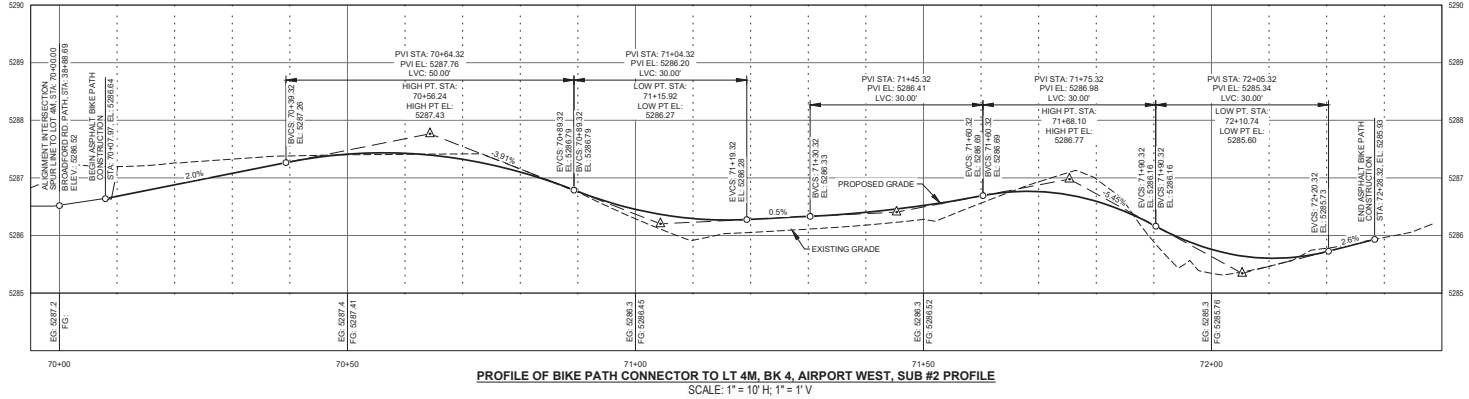
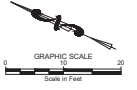
PURPOSE: ISSUE FOR REVIEW (03/11/2024) - 80% PLANS NO DATE BY:	REVISIONS
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C2.60



PLAN OF BIKE PATH CONNECTOR TO LT 4M, BK 4, AIRPORT WEST, SUB #2

Line Table					Curve Table								
Line	Length	Direction	Start Station	Start Easting	Curve	Radius	Length	Delta	Chord Direction	Chord Length	Start Station	Start Northing	Start Easting
L33	9.29'	S 75° 03' 38" E	70+00.00	670,062.195	CB0	10.00'	13.68'	78° 23' 25"	S 35° 51' 56" E	12.64'	70+09.29	670,059.798	1,560,102.522
L34	51.41'	S 03° 19' 47" W	70+22.98	670,049.556	CB1	108.00'	48.10'	25° 31' 11"	S 09° 25' 49" E	47.71'	70+74.38	669,998.236	1,560,100.942
L35	9.59'	S 22° 11' 24" E	71+22.49	669,951.174	CB2	118.00'	49.90'	24° 19' 16"	S 34° 19' 02" E	49.58'	71+32.08	669,942.295	1,560,118.383
L36	12.30'	N 82° 18' 38" E	72+16.01	669,891.227	CB3	38.00'	33.99'	51° 14' 41"	S 72° 04' 01" E	32.87'	71+82.03	669,901.348	1,560,146.331



PROFILE OF BIKE PATH CONNECTOR TO LT 4M, BK 4, AIRPORT WEST, SUB #2 PROFILE  
SCALE: 1" = 10' H, 1" = 1' V

**BROADFORD ROAD BIKE PATH  
PLAN & PROFILE OF BIKE PATH CONNECTOR TO  
LT 4M, BK 4, AIRPORT WEST, SUB #2**  
LOCATED WITHIN SECTIONS 15 & 16, T.2N, R.18E, B.M., CITY OF HALEY, BLAINE COUNTY, MONTANA  
PROJECT INFORMATION  
DRAWN BY: J. H. HARRIS  
CHECKED BY: J. H. HARRIS  
DATE: 08/11/2024

**PRELIMINARY  
NOT FOR  
CONSTRUCTION**

DESIGNED BY: CT  
DRAWN BY: JH  
CHECKED BY: JH  
SURVEY DATE:  
**GALNA - BENCHMARK  
ENGINEERING**  
1000 1st Ave. S.  
Bozeman, MT 59717  
406.534.8340  
www.galna-benchmark.com

NO.	DATE	BY	REVISIONS

C2.70

PLEASE DO NOT SCALE DRAWINGS. THESE DRAWINGS OR ANY PORTION THEREOF SHALL NOT BE USED FOR ANY PROJECT OR PURPOSE WITHOUT THE WRITTEN CONSENT OF THE ENGINEER. A. WORKING WITH CALVERT & ASSOCIATES, ENGINEERS.

# Public Comment

## Jessica Parker

---

**From:** Joel Bejot <joel.bejot@cune.org>  
**Sent:** Thursday, May 30, 2024 10:26 AM  
**To:** planning  
**Subject:** Broadford bike path question

Hello!

Please forward if this is the wrong person to email.

I am Joel Bejot, a property owner along the proposed new bike path on Broadford. I am generally in support of this project, and plan to come to the meeting on June 10. Are there any plans I could take a look at in advance of the meeting, just so I can prepare any questions I might have?

Thank you very much!  
Joel Bejot

Comments on Proposed Broadford Road Bike Path  
For City Council Meeting on 6/10/2024  
6/5/2024 William and Nelcy Miles

**Summary**

The proposed path is unsafe, intrusive, does not comply with relevant standards, and should not be constructed in its proposed location. There are better alternatives available.

These comments are based on information available as of date of writing. The City Council agenda containing the agenda item for this issue was not yet available. These comments will be amended or supplemented if necessary.

**Proposal as Currently Understood**

It is currently understood the proposed bike path will be constructed on top of the bank on the East side of Broadford Rd, descend to street level just North of our house at 71 Broadford Rd, cross our driveway and front yard within the City right of way, and proceed further South on the City of Hailey right of way.

**Brief History of 71 Broadford Road**

Our house at 71 Broadford Road was originally built in the 1930's, then consisting of a smallish two story farmhouse and an apple orchard. It was expanded by a previous owner in the 1970's, and was purchased by us in 2004.

Our property was force annexed by the City of Hailey in 2017 based on the statement that our property would become an island of country land within the city due to a development across the street. A court challenge (CV07-00629) was dismissed at summary judgment in favor of the City and the developer. We did not have the legal or financial wherewithal to appeal. The portion of the annexed property on Broadford Road opposite our property, which was originally intended to be part of the development, was subsequently purchased by a third party and donated to the WRLT. The WRLT declined to participate in a request for de-annexation.

### **Preliminary Question for Council Members**

How would you like a bike path running across your front lawn?

### **Safety Issues**

It is foreseeable that some bike riders proceeding South on the proposed path will be going as fast as they can and will speed up as they descend from the top of the bank to street level.

One issue is that upon reaching street level, riders will fail to make the left turn and end up on Broadford Road and be endangered by traffic.

A bigger issue is that a car exiting our driveway will have to look out the passenger side window for approaching Southbound bike riders and that the view is partially blocked by the terrain contour and a fence.

The following photo shows that when exiting our driveway, any bikes approaching on the proposed path from the North are not visible.





The next photo shows that by the time any bike approaching from the North does become visible, the exiting vehicle will be blocking the proposed bike path route. It also shows the conflict between mailbox location and the proposed path route.



Any claims or legal actions resulting from an accident relating to the above are likely to involve the City of Hailey.

## Intrusiveness

The bike path crossing our front lawn will interfere with the quiet enjoyment of our property, is likely to impact our sprinkler system, and may interfere with mailbox location as required by the USPS.

## Relevant Standards and Studies

### Hailey City Code 18.06.04B and 18.04.015

Hailey City Code 18.06.04B appears to apply to this project It states (bolding added):

SHARED USE PATH: A bikeway physically **separated from motorized vehicular traffic by an open space or barrier**, and is either within the highway right of way or within an independent alignment. Shared use paths are also used by pedestrians (including skaters, users of manual and motorized wheelchairs and joggers) and other authorized motorized and nonmotorized users. The Wood River Trail is a shared use path.

The proposed bike path does not comply with this standard because it is not adequately separated from motorized vehicle traffic.

Hailey City Code 18.04.015 has an identical definition and noncompliance.

### Hailey City Code 18.06.024B

Hailey City Code 18.06.024B also appears to apply to this project. It states (bolding added):

#### B. Shared Use Path:

1. Shared use paths are **generally not recommended in areas within the city of Hailey served by the street network**, but **may be appropriate within an exclusive right of way**, to connect neighborhood cul-de-sacs or **where few, or no, driveways or street intersections will cross the path.**

The proposed path does not comply with this standard because the area involved is served by the street network and because the right of way is not exclusive due to our driveway crossing it. It also does not comply with the intent of the requirement of few or no driveways crossing the path.

Hailey City Code Standard Drawing 18.14.012J

Note: Technical difficulties (could not copy) precluded providing a copy of the standard in these comments.

Hailey City Code 18.14.012J shows a requirement for a 10' paved path width, a total width of 20' (5' on each side of path), including subgrade, then a maximum slope of 2:1. There is insufficient definition of the proposed path after it descends from the bank north of our property to determine compliance with this requirement, however compliance appears doubtful.

Further analysis using Blaine County GIS data also shows the following:

23.8 ft from Broadford Rd centerline to SW corner of our property

-12.0 ft Broadford Rd centerline to edge of pavement

11.8 ft available for bike path

It can therefore be seen that 20' is required but only 11.8' is available.

Idaho Bicycle and Transportation Plan—1995

This states (bolding added):

**SEPARATED MULTI-USE PATH**

A bikeway physically **separated from motorized vehicular traffic by an open space or barrier** and either within the highway right-of-way or within an independent right-of-way.

The proposed path does not comply with this due to inadequate separation..

ITD Administrative Policy 5050, July 2018 provides s similar definition (bolding added):

“A shared use path” is a multi-use facility for use by pedestrians and/or bicyclists that is **physically separated for motorized vehicle traffic by an open space or barrier**, and is within the highway right-of-way or an independent right-of-way.”

The proposed path does not comply with this due to inadequate separation.

The alternative routing discussed below would mitigate these safety and separation issues.

2024 Blaine County Community Bicycle and Pedestrian Master Plan Update

This document was apparently the result of a study addressing county-wide issues in which the City of Hailey participated. It discusses Broadford Road, including shoulder surface usage, with a brief mention of “Separated Path”, and states the Broadford Road is “Highest Priority-High Challenge.” It is difficult to determine if this characterization applies to Broadford Road in general, use of shoulder surface for bicycles and pedestrians, or a separated path for bicycles and pedestrians.

### **Role of Hailey Parks and Lands Board**

The City website states that the role of the Parks and Lands Board is:

“The Parks and Lands Board reviews and provides recommendations on City-owned and managed lands, greenways, and parks.”

This project appears to be within the scope of this role, but has apparently never been considered by the Board based on City Website meeting minutes and agendas. It seems like it should have been considered.

### **Alternative Routing**

If a shared use path is still determined necessary, a more acceptable routing would be behind our property (to the East), then returning to Broadford Road to the South of our property, on Parcel RPH0400000000A owned by the City of Hailey.

### **Conclusion**

The currently defined shared use path design and routing should not be adopted for the reasons given above.

**Return to Agenda**

**AGENDA ITEM SUMMARY**

**DATE:** 6-10-2024    **DEPARTMENT:** ADMIN/Legal    **DEPT. HEAD SIGNATURE:** LH

**SUBJECT:** Consideration of Resolution 2024-\_\_\_, a contract for services with the Blaine County Charitable Foundation (BCCF) to provide relief for municipal utility bills based on determinate of need from the BCCF

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

**BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:**

Staff have been working with the BCCF to develop a program whereby citizens who are in verifiable financial need can obtain assistance in the payment of late municipal utility bills. The program would be mutually beneficial, as the city has regular utility billing clients who pay late, or periodically run behind. The City has no ability to determine true financial need, nor is it our role. The BCCF provides such a service to the community and would meet with potential recipients and review their finances prior to making a recommendation of need, resulting in a payment by the BCCF to the utility bill. Note that the city cannot "waive" a utility bill, as these revenues accrue to the enterprise funds, which are separate segregated funds.

Attached are various documents explaining the program and outlining a contract for services with the BCCF for this service.

**FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:**

It is suggested that this program be funded out of the 0.5% for Air. Partnering with nonprofit organizations to reduce household costs was a recommendation of the Hailey Housing Committee. Staff and the BCCF suggest a contract for \$10,000 as a pilot program.

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

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

**RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:**

City Council should discuss the merits of the program and give staff feedback for adoption at a subsequent meeting.

**ACTION OF THE CITY COUNCIL:**

No action needed tonight. If the Council is supportive of this program, this item will be brought back for action at a subsequent meeting.

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

**FOLLOW-UP:**

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

\_\_\_\_\_  
Copies (all info.):

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

Copies (AIS only)



# LIMITED INCOME UTILITIES RELIEF PROGRAM SUMMARY

1. The City of Hailey provides certain utility services to its residents, including water, waste-water treatment as well as rubbish and recyclable materials hauling, and accounts for same within segregated proprietary funds.
2. Hailey Code Title 13 provides for Public Services, including mandatory hookup and user fees for Water and Wastewater, requiring all owners or owner's agents ("ratepayers") of all property so connected to be assessed and pay a monthly user fees, a base water fee, a metered water fee, and a bond payment fee, as well as a metered wastewater fee.
3. Hailey Code Title 13 provides for the Administration of Municipal Water and Wastewater Systems, including Discontinuance of water/wastewater for default, assessment of discontinuance fees and a recommencement fee.
4. The City of Hailey has experienced an average of \_\_\_\_\_ shut offs for default, which shutoff create an administrative cost burden to administration of the Water and Wastewater System Funds.
5. Reducing the number of default shutoffs would be a cost-saving benefit to the Funds.
6. BCCF provides grants to citizens who lack resources to obtain financial assistance focusing on housing, utilities and health care in times of unanticipated crises with the goal of bringing stability to those households, and as such have an expertise in identifying and auditing families in crisis.
7. Providing water and wastewater user fee relief to limited income families and individuals who have been identified as in default thereof and audited by BCCF for need. BCCF will be paid an amount deemed approximately equal to the water and or wastewater fee in default for performing the "need audit," and if found to qualify BCCF will pay all or part of the fee in default, the discontinuance and reconnection fee.

8. The City wishes to contract with BCCF for the administration of the Limited Income Utilities Relief Program, and BCCF wishes to administer said program.
9. The program would contract annually with BCCF to provide the described services and renew year to year subsequent to annual accounting and audit of the program.
10. BCCF will be referred eligible candidates for the program, being all those ratepayer water and wastewater users who have been or are in default; perform a need audit, and pay such fees as necessary to move the individual or family through the crisis, provide financial counsel to assist the family in consistently paying water and waste water fees in a timely manner to avoid the administrative burden to the Funds of default.
11. The City will initially agree to compensate BCCF ten thousand dollars (\$10,000) annually for administering the program, from which utility bills would be paid, plus eight percent (8%) of the actual amount of utility bills paid on behalf rate payers. Payments are to be made on a quarterly basis, upon accounting report submittal.

**CITY OF HAILEY**  
**RESOLUTION NO. 2024-\_\_\_\_\_**

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY APPROVING THE LIMITED INCOME UTILITIES RELIEF PROGRAM AND AUTHORIZING THE MAYOR'S SIGNATURE ON A CONTRACT FOR SERVICES BY AND BETWEEN THE CITY OF HAILEY AND THE BLAINE COUNTY CHARITABLE FUND, INC., A NON-PROFIT CORPORATION.**

WHEREAS, Hailey is a resort city, as defined by Idaho Code § 50-1044, deriving a major portion of its economic well-being from businesses catering to recreational needs and the needs of people traveling to Hailey for an extended period of time, and

WHEREAS, resort and recreational economies, such as Hailey's, generate income inequality, that are greater than in other economies;

WHEREAS, Hailey Code Title 13 provides for Public Services, including mandatory hookup and user fees for Water and Wastewater, requiring all owners or owner's agents ("ratepayers") of all property so connected to be assessed and pay a monthly user fees, a base water fee, a metered water fee, and a bond payment fee, as well as a metered wastewater fee. Hailey Code Title 13 provides for the Administration of Municipal Water and Wastewater Systems, including Discontinuance of water/wastewater for default, assessment of discontinuance fees and a recommencement fee. The City of Hailey has experienced an average of \_\_\_\_\_ shut offs for default, which shutoff create an administrative cost burden to administration of the Water and Wastewater System Funds. Reducing the number of default shutoffs would be a cost-saving benefit to the Funds, and

WHEREAS, Blaine County Charitable Fund, Inc., a non-profit corporation, ("BCCF"), provides grants to citizens who lack resources to obtain financial assistance focusing on housing, utilities and health care in times of unanticipated crises with the goal of bringing stability to those households, and as such have an expertise in identifying and auditing families in crisis, and

WHEREAS, the City of Hailey finds that the public health, safety and welfare will be served by the creation and approval of a program whereby ratepayers who are in default or risk of utility shut off had a professional third party audit their financial situation, provide finance management counseling and pay all or part of the ratepayers utility bill to avoid shut off and the related administrative expense of same to the proprietary fund, and

WEREAS, Hailey desires to contract with the BCCF to administer said program by a contract for services.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HAILEY APPROVES THE LIMITED INCOME UTILITIES RELIEF PROGRAM AND AUTHORIZES THE MAYOR'S SIGNATURE ON A CONTRACT FOR SERVICES BY AND BETWEEN THE CITY OF HAILEY AND THE BLAINE COUNTY CHARITABLE FUND, INC., A NON-PROFIT CORPORATION.**

Passed this \_\_\_\_\_ day of June, 2024.

City of Hailey

---

Martha Burke, Mayor

ATTEST:

---

Mary Cone, City Clerk

**CITY OF HAILEY IDAHO - CONTRACT FOR SERVICES  
LIMITED INCOME UTILITIES RELIEF PROGRAM  
BLAINE COUNTY CHARITABLE FUND**

THIS AGREEMENT is in effect from \_\_\_\_\_, 2024, to \_\_\_\_\_, 2025 by and between the City of Hailey, Idaho, a body corporate and politic and a subdivision of the State of Idaho, hereinafter referred to as “The City” and Blaine County Charitable Fund, Inc., a non-profit corporation, hereinafter referred to as “BCCF”.

RECITALS:

1. The City of Hailey provides certain utility services to its residents, including water, wastewater treatment as well as rubbish and recyclable materials hauling, and accounts for same within segregated proprietary funds.
2. Hailey Code Title 13 provides for Public Services, including mandatory hookup and user fees for Water and Wastewater, requiring all owners or owner’s agents (“ratepayers”) of all property so connected to be assessed and pay a monthly user fees, a base water fee, a metered water fee, and a bond payment fee, as well as a metered wastewater fee.
3. Hailey Code Title 13 provides for the Administration of Municipal Water and Wastewater Systems, including Discontinuance of water/wastewater for default, assessment of discontinuance fees and a recommencement fee.
4. The City of Hailey has experienced an average of \_\_\_\_\_ shut offs for default, which shutoff create an administrative cost burden to administration of the Water and Wastewater System Funds.
5. Reducing the number of default shutoffs would be a cost-saving benefit to the Funds.
6. BCCF provides grants to citizens who lack resources to obtain financial assistance focusing on housing, utilities and health care in times of unanticipated crises with the goal of bringing stability to those households, and as such have an expertise in identifying and auditing families in crisis.
7. The City of Hailey instituted contemporaneous with this Agreement, and adopted a Resolution approving of the Limited Income Utilities Relief Program (the “Program”) to be administered by BCCF as described herein.
8. The program provides water and wastewater user fee relief to limited income families and individuals who have been identified as in default thereof and audited by BCCF for need. BCCF will be paid an amount deemed approximately equal to the water and or wastewater fee in default for performing the “need audit,” and if found to qualify BCCF will pay all or part of the fee in default, the discontinuance and reconnection fee.
9. The City wishes to contract with BCCF for the administration of the Limited Income Utilities Relief Program, and BCCF wishes to administer said program.

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

AGREEMENT

- A. TERM: This Agreement shall be in full force and effect upon execution. The contract period will be from \_\_\_\_\_, 2024, to \_\_\_\_\_, 2025.

B. RENEWAL. Consideration for services shall be reviewed on a yearly basis by both parties, subsequent to an annual accounting and audit of the program.

C. SERVICES. BCCF will be referred eligible candidates for the program, being all those ratepayer water and wastewater users who have been or are in default; perform a need audit, and pay such fees as necessary to move the individual or family through the crisis, provide financial counsel to assist the family in consistently paying water and waste water fees in a timely manner to avoid the administrative burden to the Funds of default.

D. PAYMENTS. The City agrees to compensate BCCF ten thousand dollars (\$10,000) annually for administering the program, from which utility bills would be paid, plus eight percent (8%) of the actual amount of utility bills paid on behalf rate payers. Payments are to be made on a quarterly basis, upon accounting report submittal.

E. Miscellaneous Provisions.

A. Notices. All notices to be served pursuant to this Agreement or which are served with regard to this Agreement shall be sent by certified mail, return receipt, to the parties at the following addresses:

City of Hailey	BCCF
115 Main St. So. STE H	P.O. Box 265
Hailey, Idaho 83333	Hailey, Idaho 83333

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

F. Independent Contractor. Hailey and BCCF hereby agree that BCCF shall perform the Services exclusively as an independent contractor and not as employee or agent of Hailey. The Parties do not intend to create through this Agreement any partnership, corporation, employer/employee relationship, joint venture or other business entity or relationship other than that of independent contractor. BCCF, its agents and employees shall not receive nor be entitled to any employment-related benefits from Hailey including without limitation, workers compensation insurance, unemployment insurance, health insurance, retirement benefits or any benefit that Hailey offers to its employees. BCCF shall be solely responsible for the payment of all payroll and withholding taxes for amounts paid to BCCF under this Agreement and for BCCF's payments for work performed in performance of this Agreement by BCCF, its agents and employees; and BCCF hereby releases, holds harmless and agrees to indemnify Hailey from and against any and all claims or penalties, including without limitation any penalty, which in any manner relate to or arise from any failure to pay such payroll or withholding taxes.

G. Non-Assignment. This Agreement may not be assigned by or transferred by BCCF, in whole or in part, without the prior written consent of Hailey.

- H. Hold Harmless Agreement. BCCF shall indemnify, defend and save and hold harmless Hailey, its officers, agents, and employees, from and against any and all claims, loss, damages, injury or liability, including but not limited to, the misapplication of Hailey funds, state or federal anti-trust violations, personal injury or death, damages to property, liability arising out of the use of materials, concepts, or processes protected by intellectual property rights and liens of workmen and material men, howsoever caused, resulting directly or indirectly from the performance of the Agreement by the BCCF.
- I. Entire Contract. This Agreement contains the entire contract between the parties hereto and shall not be modified or changed in any manner, except by prior written contract executed by both parties hereto.
- J. Succession. This Agreement shall be binding upon all successors in interest of either party hereto.
- K. No Third-Party Beneficiaries. This Agreement shall not create any rights or interest in any third parties.
- L. Law of Idaho. This Agreement shall be construed in accordance with the laws of the State of Idaho.
- M. Severability. If any clause, sentence, or paragraph of this Agreement is held by a court of competent jurisdiction to be invalid for any reason, such decision shall not affect the remaining portions, and the parties do now declare their intention that each such clause, sentence, or paragraph of this Agreement is a separate part hereof.
- N. No Waiver. No waiver of any breach by either party of the terms of this Agreement shall be deemed a waiver of any subsequent breach of the Agreement.
- O. Attorney's Fees. In the event either party hereto is required to retain counsel to enforce a provision of this Agreement, to recover damages resulting from a breach hereof or if either party defaults in the performance of this Agreement, the prevailing party shall be entitled to recover from the other party all reasonable attorney's fees incurred herein or on appeal.
- P. Conflict of Interest. No officer or director of BCCF who has decision making authority either by himself or by vote, and no immediate family member of such individual, shall have a direct pecuniary interest in any contract or subcontract for work to be performed in connection with this Agreement. BCCF shall incorporate or cause to be incorporated in all such contracts, a provision prohibiting such interest pursuant to this provision.

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

**CITY OF HAILEY**

**BLAIN COUNTY CHARITABLE FUND**

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

\_\_\_\_\_  
BCCF Board Chair

ATTEST:

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



**Return to Agenda**