

**AGENDA OF THE  
HAILEY CITY COUNCIL MEETING  
Monday September 9, 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

**Via One-touch:** United States <tel:+18722403311,543667133#>,

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

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<https://global.gotomeeting.com/install/543667133>

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

**CONSENT AGENDA:**

<a href="#">CA 239</a>	Motion to ratify the Mayor’s signature on a grant support letter for Mountain Humane for a grant that builds a data base of pet-friendly housing and pays for pet deposits <b>ACTION ITEM</b> .....	1
<a href="#">CA 240</a>	Motion to approve Resolution 2024-079 and 2024-080 respectively, authorizing Mayor and City Attorney to sign electronic FMAA airport grants AIP-061 and AIP-062 <b>ACTION ITEM</b> .....	4
<a href="#">CA 241</a>	Motion to accept bid from _____ in the amount of \$ _____, for earthwork and concrete work of the stage at Hop Porter Park, and motion to adopt Resolution 2024-081, authorizing the Mayor to sign the Notice of Award and project related documents. <b>ACTION ITEM</b> .....	8
<a href="#">CA 242</a>	Motion to approve the special event, Idaho Lumber 50th Birthday Celebration, to be held at the Hailey Rodeo Grounds on Saturday, October 12th from 3:00-9:00PM featuring a free community concert in honor of a local small business. <b>ACTION ITEM</b> .....	15
<a href="#">CA 243</a>	Motion to approve the special event, ROTARUN Ski Swap, to be held at the Sturtevant’s, located at 1 Carbonate Street (Saturday, October 12, 2024, from 10 a.m. to 4 p.m.). <b>ACTION ITEM</b> .....	23
<a href="#">CA 244</a>	Motion to Approve a new Alcohol license for Freedom House Ministries <b>ACTION ITEM</b> .....	35
<a href="#">CA 245</a>	Motion to approve Resolution 2024-082, authorizing the mayor’s signature on the Public Art Mural License Agreement by and between the City of Hailey, ORB Properties, LLC (Sturtevant’s property owner), and Kika MacFarlane (artist), for a mural to be painted on the northern wall of Sturtevant’s in Hailey. <b>ACTION ITEM</b> ..	41
<a href="#">CA 246</a>	Motion to approve the Findings of Fact, Conclusions of Law, and Decision for the Final Plat Application by Dennis and Sheree Kavanagh wherein an existing building on Lots 1 & 22, Block 43, Woodside Subdivision #10 (1060 Mountain Drive) is converted into condominium units via condominium subdivision plat. The existing building would be converted into six (6) commercial condominium units, ranging in size from 784 sq. ft. to 1,596 sq. ft. The parcel is located within the Light Industrial (LI) Zoning District. <b>ACTION ITEM</b> .....	57
<a href="#">CA 247</a>	Motion to approve minutes of August 26, 2024 and to suspend reading of them <b>ACTION ITEM</b> .....	66
<a href="#">CA 248</a>	Motion to approve claims for expenses incurred during the month of August 2024, and claims for expenses due by contract in September, 2024 <b>ACTION ITEM</b> .....	72

**MAYOR’S REMARKS:**

MR 000

**PUBLIC HEARING:**

[PH 249](#) Consideration of Resolution 2024-\_\_\_\_\_, authorizing the Mayor’s signature on the proposed Addendum to the Sweetwater Subdivision’s Planned Unit Development Agreement. Approval of the proposed Addendum would remove Block 1, Sweetwater PUD Subdivision from the approved and obligatory Sweetwater Planned Unit

Development Agreement, as well as the Sweetwater Master Declaration, with further modifications proposed and noted. As part of the Addendum, the Applicant is offering to restrict one (1) residential unit within the proposed development as Community Housing under the Locals Only (Category L) criteria. The subject parcel is located on Block 1 of the Sweetwater PUD Subdivision within the Limited Business (LB) Zoning District. **ACTION ITEM** ..... 98

**OLD BUSINESS:**

[OB 250](#) 3<sup>rd</sup> Reading and Adoption of FY25 Appropriation Ordinance No. 1338 **ACTION ITEM**..... 124  
OB 000 Matters & Motions from Executive Session, if any. **ACTION ITEM** (no documents).....

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

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

**Matters & Motions from Executive Session or Workshop**  
Next Ordinance Number - 1339      Next Resolution Number- 2024-083

**AGENDA ITEM SUMMARY**

**DATE:** 08/12/2024

**DEPARTMENT:** Admin

**DEPT. HEAD SIGNATURE:** LH

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**SUBJECT:**

Motion to authorize the Mayor to sign a letter of support for the Wood River Land Trust for a Cooperative Watershed Management Grant to the US Bureau of Reclamation.

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

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**BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:**

The WRLT is applying for a cooperative watershed management grant to the Bureau of Reclamation. The City supports studies of this nature that represent a collaborative effort to study water demands in our watershed.

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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: \_\_\_\_\_ Phone # \_\_\_\_\_  
Comments: \_\_\_\_\_

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

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

-----  
**RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:**

Motion to authorize the Mayor to sign a letter of support for the Wood River Land Trust for a Cooperative Watershed Management Grant to the US Bureau of Reclamation.

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**ACTION OF THE CITY COUNCIL:**

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

**FOLLOW-UP:**

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

115 MAIN STREET SOUTH, SUITE H

HAILEY, IDAHO 83333

(208) 788-4221

Brent Householder

Mountain Humane

Via email: bhouseholder@mountainhumane.org

RE: Build Cities for Pets Program

August 22, 2024

Dear Brent:

This letter is in support of Mountain Humane's Build Cities for Pets Program grant application through Mars Petcare. Housing is a scarce commodity in Hailey, Idaho, and is even more challenging for pet owners. As a project partner on many endeavors with Mountain Humane, the City of Hailey supports every opportunity to expand housing opportunities for pet owners. For many people in our community, their pets are their children, and they would live somewhere else over having to live in a place where they couldn't have their pets.

For landlords in our area, we see issues with offering rental housing to tenants with pets due to the potential for damage to the property. We would support a pilot program which:

- Connects with landlords to provide information about how offering pet-friendly housing would be beneficial for them and the Hailey community
- Builds a database of pet-friendly rental units for those living in or moving to Hailey
- Addresses a pet deposit and pet rent to a landlord that allows pets in their rental unit(s)

We are grateful for the opportunity to support Mountain Humane in their efforts to secure this funding.

Regards,



Martha Burke, Mayor

City of Hailey

**Return to Agenda**

**AGENDA ITEM SUMMARY**

**DATE:** 09/9/2024    **DEPARTMENT:** Legal    **DEPT. HEAD SIGNATURE:** CPS

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**SUBJECT:**

Motion to approve Resolutions 2024- \_\_\_\_\_, and 2024- \_\_\_\_\_ authorizing the Mayor and City Attorney's signature on the Grant Agreements and Assurances, upon receipt.

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**AUTHORITY:**  ID Code 50-301     IAR \_\_\_\_\_     City Ordinance/Code    HMC  
(IF APPLICABLE)

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**BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:**

The City of Hailey and Blaine County jointly operate the Friedman Memorial Airport, as the Friedman Memorial Airport Authority, pursuant to a Joint Powers Agreement, that was amended and restated in 2021. The airport operates in accordance with FAA Standards, an Airport Master Plan and FAA approved Layout Plan. The City seeks to operate the airport to the highest level of safety and quality possible given its proximity to a densely populated urban environment. The FAA has provided grant opportunities to fund reconstruction of the airport rotating beacon, seal and crack repair GA apron pavement, deice apron pavement, terminal apron pavement and taxiway pavement; and to conduct an AGIS survey. The Authority made said grant applications in April of this year, and it is immediately anticipated that the FAA will offer the Grant Agreements contemplated hereby.

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**FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:**

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

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

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

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**RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:**

Motion to approve Resolutions 2024- \_\_\_\_\_, and 2024- \_\_\_\_\_ authorizing the Mayor and City Attorney's signature on the Grant Agreements and Assurances, upon receipt.

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**FOLLOW-UP REMARKS:**

CITY OF HAILEY RESOLUTION NO. \_\_\_\_\_  
BEFORE THE CITY COUNCIL OF HAILEY, IDAHO

A RESOLUTION OF THE CITY OF HAILEY, AS CO-SPONSOR OF THE FRIEDMAN MEMORIAL AIRPORT, AUTHORIZING THE EXECUTION OF THE APPLICATION FOR FEDERAL ASSISTANCE DATED April 23, 2024 AND THE STANDARD DOT TITLE VI ASSURANCES DATED MARCH 2014, AND ADOPTING AND RATIFYING THE REPRESENTATIONS AND ASSURANCES CONTAINED THEREIN, AND FURTHER AUTHORIZING THE MAYOR OF THE CITY OF HAILEY TO RATIFY, ACCEPT AND EXECUTE THE GRANT OF FEDERAL FUNDS FOR A PROJECT AT, OR ASSOCIATED WITH, THE FRIEDMAN MEMORIAL AIRPORT -- Project No. 3-16-0016-061-2024 (AIP-061).

WHEREAS, the City of Hailey, along with the County of Blaine, Idaho, as Sponsors of the Friedman Memorial Airport, have submitted a Project Application dated April 23, 2024 to the Federal Aviation Administration, U.S. Department of Transportation, for a grant of Federal funds for a project at, or associated with, the Friedman Memorial Airport, which Project Application has been approved by the FAA. Such Project consists of: *Reconstruct airport rotating beacon, seal and crack repair GA apron pavement, deice apron pavement, terminal apron pavement and taxiway pavements.*

NOW, THEREFORE, BE IT RESOLVED THAT THE HAILEY CITY COUNCIL hereby authorizes the execution of the Application for Federal Assistance, dated April 23, 2024 and Standard DOT Title VI Assurances dated March 2014, on its behalf, as Co-Sponsor of the Friedman Memorial Airport, along with Blaine County, Idaho, by Martha Burke, Airport Authority Chair.

BE IT FURTHER RESOLVED THAT THE HAILEY CITY COUNCIL hereby adopts and ratifies the representations and assurances contained in the Application for Federal Assistance, dated April 23, 2024, and the Standard DOT Title VI Assurances dated March 2014.

BE IT FURTHER RESOLVED THAT THE HAILEY CITY COUNCIL hereby authorizes the Mayor to ratify, accept and execute said Grant of Federal funds for the above-stated project, and as Co-Sponsor, further adopts and ratifies any terms and conditions of such Grant.

ADOPTED AND APPROVED this \_\_\_\_ day of September 2024.

By \_\_\_\_\_  
The Honorable Martha Burke  
Mayor, City of Hailey

ATTEST:

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

RESOLUTION NO. \_\_\_\_\_

11436-001

CITY OF HAILEY RESOLUTION NO. \_\_\_\_\_  
BEFORE THE CITY COUNCIL OF HAILEY, IDAHO

A RESOLUTION OF THE CITY OF HAILEY, AS CO-SPONSOR OF THE FRIEDMAN MEMORIAL AIRPORT, AUTHORIZING THE EXECUTION OF THE APPLICATION FOR FEDERAL ASSISTANCE DATED April 23,2024 AND THE STANDARD DOT TITLE VI ASSURANCES DATED MARCH 2014, AND ADOPTING AND RATIFYING THE REPRESENTATIONS AND ASSURANCES CONTAINED THEREIN, AND FURTHER AUTHORIZING THE MAYOR OF THE CITY OF HAILEY TO RATIFY, ACCEPT AND EXECUTE THE GRANT OF FEDERAL FUNDS FOR A PROJECT AT, OR ASSOCIATED WITH, THE FRIEDMAN MEMORIAL AIRPORT -- Project No. 3-16-0016-062-2024 (AIP-062).

WHEREAS, the City of Hailey, along with the County of Blaine, Idaho, as Sponsors of the Friedman Memorial Airport, have submitted a Project Application dated April 23, 2024 to the Federal Aviation Administration, U.S. Department of Transportation, for a grant of Federal funds for a project at, or associated with, the Friedman Memorial Airport, which Project Application has been approved by the FAA. Such Project consists of: *Conduct AGIS survey.*

NOW, THEREFORE, BE IT RESOLVED THAT THE HAILEY CITY COUNCIL hereby authorizes the execution of the Application for Federal Assistance, dated April 23, 2024 and Standard DOT Title VI Assurances dated March 2014, on its behalf, as Co-Sponsor of the Friedman Memorial Airport, along with Blaine County, Idaho, by Martha Burke, Airport Authority Chair.

BE IT FURTHER RESOLVED THAT THE HAILEY CITY COUNCIL hereby adopts and ratifies the representations and assurances contained in the Application for Federal Assistance, dated April 23, 2024, and the Standard DOT Title VI Assurances dated March 2014.

BE IT FURTHER RESOLVED THAT THR HAILEY CITY COUNCIL hereby authorizes the Mayor to ratify, accept and execute said Grant of Federal funds for the above-stated project, and as Co-Sponsor, further adopts and ratifies any terms and conditions of such Grant.

ADOPTED AND APPROVED this \_\_\_\_ day of September 2024.

By \_\_\_\_\_  
The Honorable Martha Burke  
Mayor, City of Hailey

ATTEST:

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

RESOLUTION NO. \_\_\_\_\_

11436-001



**Return to Agenda**

**AGENDA ITEM SUMMARY**

**DATE:** 09/09/24

**DEPARTMENT:** PW

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

**SUBJECT:** Motion to accept bid from \_\_\_\_\_ in the amount of \$ \_\_\_\_\_, for earthwork and concrete work of the stage at Hop Porter Park, and motion to adopt Resolution 2024-\_\_\_\_\_, authorizing the Mayor to sign the Notice of Award and project related documents. **ACTION ITEM**

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

**BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:**

The bid is for construction of the proposed stage at Hop Porter Park as identified in the Hailey Downtown Master Plan.

The bidding for this project will be complete at 1:00 pm on Monday, September 9<sup>th</sup>, after council packet deadline for the Council meeting to be held on the same day. Public Works will provide a brief summary of the results to City Council during the meeting. The apparent lowest bid in the amount of \$ \_\_\_\_\_ was received from \_\_\_\_\_.

Public Works issued a Request for Bids in accordance with Idaho Code 67-2805 (1), on Friday, August 23<sup>rd</sup>. The project was advertised on the City of Hailey website. Efforts were made for direct outreach via phone call and email to several contractors.

Staff recommends authorizing the Mayor to sign the Notice of Award, authorize Public Works to move forward with the project and authorize the Mayor to sign project related documents.

Once project documents are completed, the contractor will begin work and must be completed within 30 days unless otherwise extended by contract documents.

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

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

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

**RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:**

Motion to accept bid from \_\_\_\_\_ in the amount of \$ \_\_\_\_\_, for earthwork and concrete work of the stage at Hop Porter Park, and motion to adopt Resolution 2024-\_\_\_\_\_, authorizing the Mayor to sign the Notice of Award and project related documents. **ACTION ITEM**

**ACTION OF THE CITY COUNCIL:**

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

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

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**FOLLOW-UP:**

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

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

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

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

**RESOLUTION OF THE MAYOR AND CITY COUNCIL FOR THE CITY OF HAILEY  
AUTHORIZING MOTION TO ACCEPT BID FROM \_\_\_\_\_,  
IN THE AMOUNT OF \$ \_\_\_\_\_, FOR EARTHWORK AND CONCRETE  
WORK OF THE STAGE AT HOP PORTER PARK, AND MOTION TO ADOPT  
RESOLUTION 2024-\_\_\_\_, AUTHORIZING THE MAYOR TO SIGN THE NOTICE OF  
AWARD AND PROJECT RELATED DOCUMENTS.**

WHEREAS, the City of Hailey desires to issue a Notice of Award and enter into an Agreement with \_\_\_\_\_, for earthwork and concrete work of the stage at Hop Porter Park,

WHEREAS, the City of Hailey desires the Contractor to proceed in a timely manner to meet the project schedule, and

WHEREAS, the City of Hailey and \_\_\_\_\_, 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 Notice of Award and the Agreement between the City of Hailey and \_\_\_\_\_, and that the Mayor is authorized to execute the Notice of Award and Agreement, and the Notice to Proceed, contingent on receipt of all required bonds.

Passed this 9<sup>th</sup> day of September, 2024.

City of Hailey

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

ATTEST:

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

## Nancy Arellano

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**From:** Brian Yeager  
**Sent:** Friday, August 23, 2024 12:19 PM  
**To:** Nancy Arellano  
**Subject:** FW: Hailey Bid Request: Hop Porter Stage

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**Brian Yeager, P.E. / P.L.S.**  
**City of Hailey Public Works Director/City Engineer/Land Surveyor**  
115 S. Main Street, Hailey, ID 83333  
(208) 788-9815 Ext. 4224  
Cell: (208) 727-7614

---

**From:** Brian Yeager  
**Sent:** Friday, August 23, 2024 12:13 PM  
**To:** [REDACTED]  
**Subject:** Hailey Bid Request: Hop Porter Stage

[REDACTED]

Per our recent conversation, the City of Hailey is direct soliciting three or more bids for the construction of the proposed Hop Porter Stage as shown in the construction drawings link located here: [https://haileycityhall.org/wp-content/uploads/2024/08/2024\\_08\\_21-Hop-Porter-PH1-Permit-Set-Complete.pdf](https://haileycityhall.org/wp-content/uploads/2024/08/2024_08_21-Hop-Porter-PH1-Permit-Set-Complete.pdf), or you can navigate to it on the City Website under Public Works, Project Bidding.

This initial solicitation is for site & concrete work only, with a future phase for the installation of above ground timber work and the masonry wall at an unknown future date. This solicitation includes the following:

Earthwork: All preparation of site access pathways, stage excavation, utility trenching, etc.

Concrete: All concrete items shown in the attached drawings

The selected contractor will need to coordinate with other City selected contractors on this project for the following specialties:

Electrician: connection of electrical devices and placement of electrical panels on structures prepared by others

Landscape: All irrigation, pavers, vegetation

Ideally the City would like to have this infrastructure completed before October, but we are open to suggestions that may modify this goal if it results in a more favorable price or product. Said schedule variances should be included in your response. Once started, work must be completed within 30 calendar days.

If interested, please reply to me by **Monday September 9<sup>th</sup> at 1:00 pm** via email with:

**A lump sum price for earthwork, and  
A lump sum price for concrete, and  
Project Schedule**

If you desire, you may provide a lump sum price for concrete only and the City will coordinate for an earthwork contractor separately.

If you have any questions feel free to reach out via email, text, or phone. Thank you for your time and interest on this project.

---

**Brian Yeager, P.E. / P.L.S.**  
**City of Hailey Public Works Director/City Engineer/Land Surveyor**  
115 S. Main Street, Hailey, ID 83333  
(208) 788-9815 Ext. 4224  
Cell: (208) 727-7614



**Return to Agenda**



**AGENDA ITEM SUMMARY**

**DATE:** 05/28/2024      **DEPARTMENT:** Public Works      **STAFF SIGNATURE:** BY

**SUBJECT:** Motion to approve the special event, Idaho Lumber 50<sup>th</sup> Birthday Celebration, to be held at the Hailey Rodeo Grounds on Saturday, October 12<sup>th</sup> from 3:00-9:00PM featuring a free community concert in honor of a local small business. **ACTION ITEM**

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

**BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:**

Event will provide their own portapotties and food trucks to enable the rodeo grounds restrooms and concessions stands to be winterized.

**FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:**

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

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

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

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

**RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:** Motion to approve the special event, Idaho Lumber 50<sup>th</sup> Birthday Celebration, to be held at the Hailey Rodeo Grounds on Saturday, October 12<sup>th</sup> from 3:00-9:00PM featuring a free community concert in honor of a local small business. **ACTION ITEM**

**ADMINISTRATIVE COMMENTS/APPROVAL:**

City Administrator \_\_\_\_\_ Dept. Head in Attendance at Meeting (circle one) Yes No

**ACTION OF THE CITY COUNCIL:**

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

**FOLLOW-UP:**

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

# HAILEY ARENA RENTAL APPLICATION AND AGREEMENT



## Applicant Information

Applicant/Contact: <u>Mike McKenna - The Chamber</u>	Home #: <u>N/A</u>	Cell #: <u>760-914-1877</u>
Address: <u>781 South Main Street</u>	Work #: <u>208-788-3984</u>	Fax #: <u>N/A</u>
City: <u>Hailey</u> State: <u>ID</u> Zip Code: <u>83333</u>	Email: <u>mike.c.valley@chamber.org</u>	
Organization: <u>The Chamber</u>	Non-Profit: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	IRS Number: _____

## Event Information

Event Title: <u>IDAHO LUMBER 50th Birthday Celebration</u>			
Brief Event Description: <u>Free community concert in honor of a local small business</u>			
Set-Up Date: <u>10/11/24</u>	Start Time: <u>9 am</u>	End Time: <u>3pm</u>	First-Time Event: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Event Date 1: <u>10/12/24</u>	Start Time: <u>3pm</u>	End Time: <u>9pm</u>	Annual Event: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Event Date 2: _____	Start Time: _____	End Time: _____	# Years Held: <u>0</u>
Tear-Down Date: <u>10/13/24</u>	Start Time: <u>9 am</u>	End Time: <u>3pm</u>	Estimated Daily Attendance: <u>300</u>

## Fees and Deposit

✓	Rental Options	One-Time Fees	Standard Daily Rates	First-Time Event, < 500 Attendees Daily Rates	Non-Profit Fees/ Daily Rates	Totals
	Arena Event Application	160.00			75.00	
	Security and Cleaning Deposit	1,050.00				
	Arena Rental – Setup Day *		525.00	525.00	235.00	
	Arena Rental – 1 Day Event *		1,575.00	790.00	790.00	790.00
	Arena Rental – 2+ Day Event *		1,315.00	660.00	660.00	
	Arena Rental – Tear Down Day *		525.00	525.00	265.00	
	Concession A *		135.00	135.00	70.00	
	Concession B *		135.00	135.00	70.00	
	Livestock / Animals *		315.00	315.00	160.00	
	Exclusive Advertising Rights		265.00	265.00	135.00	
	Alcohol Beverage Catering Permit		25.00	25.00	25.00	
	Local Option Tax Permit		N/C	N/C	N/C	
	Amplified Sound Permit		N/C	N/C	N/C	
	Youth Event Rental		N/C	N/C	N/C	
* These fees are subject to 6% Idaho State Sales Tax						
<b>TOTAL DUE</b>						<b>790.00</b>

**NOTE:** Two (2) officers are provided with the above Arena Rental Fees. Any services required/provided by the City beyond those listed above will be charged at the following rates and billed post-event: Event Security Officers - \$45/hour; Arena Prep, Setup and Teardown Support - \$35/hour; Misc. Services - \$35/hour.



## Event Components and Activities

Please indicate below the components and activities you would like to request permission to include with your production. You as the event organizer are responsible for providing your own equipment (beyond what is already available at the Hailey Arena). If you check "yes" next to an item, please provide a brief description, including pertinent details such as quantities, sizes and locations. Please attach the following documents:

- Site Plan – show proposed on-site closures, location of event components, etc.
- Parking Plan – parking on-site is limited; while there is additional parking nearby, large events should carefully consider alternative parking plans.
- Security Plan – Event security may be provided by the Hailey Police Department. The Chief of Police will designate the number of officers to provide security to be provided at the applicant's cost. Two (2) officers are provided with the Arena Rental Fees.
- Emergency Medical Services Plan – describe quantity of dedicated (assigned to no other duties at the event) state-licensed EMTs with basic medical supplies, and describe ability to communicate with an EMS agency.
- ENVIRONMENTAL RESILIENCY PLAN: All Applicants for Special Event Permits must submit an Environmental Resiliency Plan that includes, at a minimum, a prohibition on distribution of single-use of plastics, provision of compost and recycling containers, which may include provisions to reduce single occupant motor vehicle trips, reduce energy and water consumption, and encourage consumption of local or regionally produced products.

The below checklist, site plan, parking plan, security plan, and emergency medical services plan will be used to evaluate your event and document any associated City requirements/conditions, including, but not limited to, parking, security, and emergency medical service requirements.

Event Components and Activities	Yes / No	Brief Description
Closure of On-Site Parking and Access Ways (show on site plan)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Open Flame/Flame Producing Devices/Pyrotechnics	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Stage (show size and location on site plan)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Arena Flooring	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Electrical (in addition to on-site electrical)	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Audio	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Lighting (in addition to on-site lighting)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Canopies, Tents, Temporary Structures (show size and location on site plan)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Ticket Sales/Ticket Takers	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Merchandise Sales	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Alcohol Sales	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Food / Non-alcohol Beverage Sales	<input checked="" type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Other (anything not included above)	<input type="checkbox"/> Yes <input type="checkbox"/> No	



APPLICANT SIGNATURE: 

Dated this 26 day of August, 2024

***This Section Official Use Only (the City of Hailey will send you a completed version of the Decision, for your signature, following submission of the above application information.)***

### DECISION

Based on the Application for a Special Event Permit for \_\_\_\_\_

\_\_\_\_\_, the City of Hailey a) finds that the event is a special event, that the event meets all of the applicable requirements set forth in Hailey Municipal Code §12.14.040, that all required fees and deposits have been paid and that the Applicant has executed a Hailey Arena Rental Agreement; and, b) approves the Application; and, c) grants the Special Event Permit, subject to the following conditions:

The following requirements and conditions are hereby made a part of this rental agreement. The Applicant and event producer agree to abide by these requirements and conditions, in addition to all other event parameters described in this rental agreement. Some of these requirements and conditions may result in additional costs to the event producer. These additional costs, if related to services provided by the City, will be billed to the event producer post-event and/or may be deducted from the security deposit. Other costs may be payable to third parties, and are also the responsibility of the event producer.

#### Standard Conditions

- a. The Applicant shall comply with the terms, plans, covenants, and provisions of the Application, as approved or as modified by the City of Hailey.
- b. The Applicant shall comply with all applicable local, state, and federal laws, regulations and ordinances before, during and after the Special Event(s).
- c. The Applicant shall execute an agreement, relating to the reimbursement of expenses, indemnification, and other provisions immediately upon the approval of the application for the Special Events Permit.
- d. In the event the Applicant fails to comply with all the conditions set forth herein, the City may revoke the Special Events Permit, in whole or in part.
- e. A supporting application is on file and shall be complied with.
- f. Events expected to attract more than 1,500 people may have amplified sound, but it cannot exceed ninety (90) dB measured at the property line at any time during the event and that any amplified sound shall be limited between ten o'clock (10:00) A.M. and eleven o'clock (11:00) P.M.

Event Component	Additional Conditions	City Rate/Fee
Parking		
Emergency Medical Services		
Security		\$45/hour
Permits		
Miscellaneous		



DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

CITY OF HAILEY

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

ATTEST:

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

The undersigned have read, understand, and agree to the rental application and agreement, proposed plan submitted by the Applicant, and the rental terms and conditions.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

APPLICANT:

<ORGANIZATION NAME>

\_\_\_\_\_  
<NAME AND TITLE>





# AMPLIFIED SOUND PERMIT APPLICATION

**Instructions:**

Fill in the details on the application return it to the Special Events Administrator. It will then be forwarded to the appropriate authority for approval and signature. The completed and signed application will act as your permit and will be forwarded to you once approvals and signatures are completed.

**It is important for the success of your event that surrounding residents and businesses are aware of the event and to have a contact for the event.** It is your responsibility to notify all residents and businesses in the immediate area that may be affected by the events amplified music prior to the event. On the back of this permit is a form entitled "Notification of Amplified Sound Event" to be used for notification. Please fill out the form, copy and distribute it to your event neighbors.

By notifying surrounding residents in advance of your event, it is the expectation of the City of Hailey that you will take the opportunity to correct amplification levels if you are contacted directly.

Events may require an Amplified Sound Permit to be filed along with a Special Events Permit. The Hailey Municipal Code does exempt certain events as a special event, however, an Amplified Sound Permit maybe required. Please contact the Community Development Assistant, Robyn Davis, at 208-788-9815 x27 to help determine the requirements for your event.

**Applicable Requirements:** There is no fee for the administrative review of this application or the first Hailey Police Department visit to your event, for visits 2 and more the fee charged to the applicant will be \$25.00 per visit. The allowable sound decibel level is – (90) dB maximum and sound may only be amplified between the hours of 10 am and 10 pm.

Name of Applicant: Mike McKenna/Todd Hunter Phone: 760-914-1877  
Address of Applicant: 781 South Main Street Hailey, ID 83333  
Type of Event: Free Community Concert  
Location of Event: Rodeo Grounds  
Date of Event: October 12, 2024 Number of People Expected: 300  
Time of Amplification: From 3pm to 9pm

**By signing this application, you are confirming the receipt and knowledge of the applicable requirements and agree to comply with them.** In the event the Police Department has to intervene, the permit may be voided if found to not be in compliance with the applicable requirements.

Signature of Applicant: [Signature] Date: 08/28/24

**When signed by the Police Chief or designee, a copy of the signed application will be your permit.**

Chief of Police, or designee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

- |   |                     |
|---|---------------------|
| <input type="checkbox"/> <b>Permit Approved</b>   | (For City Use Only) |
| <input type="checkbox"/> <b>Not Approved (check reason below)</b>   |                     |
| <input type="checkbox"/> Use of the equipment would constitute a detriment to traffic safety;   |                     |
| <input type="checkbox"/> The issuance of the permit would be otherwise detrimental to the public health, safety or welfare;                     |                     |
| <input type="checkbox"/> The issuance of the permit will substantially interfere with the peace and quiet of the neighborhood or the community; |                     |
| <input type="checkbox"/> The applicant would violate the provisions of this Code or any other law.  |                     |

**NOTIFICATION OF AMPLIFIED SOUND EVENT**

I, Mike McKenna, of 781 South Main Street  
(Name of Applicant) (Address of event)

intend to hold an event with amplified sound on 10/17/24, between the hours of  
(Date)

3pm and 9pm.  
(from) (to)

I have completed an application to the City of Hailey for an *Amplified Sound Permit* and as part of the permit process, residents and businesses in the immediate area that may be affected by this event are to be advised in advance that there will be amplified sound on the dates and times set forth above.

**If the amplification is too loud, it is requested you contact me directly at \_\_\_\_\_**  
(Phone number at event)

**so that I may correct the decibel level of the sound.**

*Thank you for your cooperation.*

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

**NOTIFICATION OF AMPLIFIED SOUND EVENT**

I, \_\_\_\_\_, of \_\_\_\_\_  
(Name of Applicant) (Address of event)

intend to hold an event with amplified sound on \_\_\_\_\_, between the hours of  
(Date)

\_\_\_\_\_ and \_\_\_\_\_.  
(from) (to)

I have completed an application to the City of Hailey for an *Amplified Sound Permit* and as part of the permit process, residents and businesses in the immediate area that may be affected by this event are to be advised in advance that there will be amplified sound on the dates and times set forth above.

**If the amplification is too loud, it is requested you contact me directly at \_\_\_\_\_**  
(Phone number at event)

**so that I may correct the decibel level of the sound.**

*Thank you for your cooperation.*

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

**Return to Agenda**



**AGENDA ITEM SUMMARY**

**DATE:** 09/09/2024

**DEPARTMENT:** Community Development

**STAFF SIGNATURE:** RD

**SUBJECT:** Motion to approve the special event, ROTARUN Ski Swap, to be held at the Sturtevant's, located at 1 Carbonate Street (Saturday, October 12, 2024, from 10 a.m. to 4 p.m.).

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

**BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:**

**FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:**

Budget Line Item # \_\_\_\_\_

Estimated Hours Spent to Date: \_\_\_\_\_

Staff Contact: \_\_\_\_\_

Comments: \_\_\_\_\_

Caselle # \_\_\_\_\_

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

Estimated Completion Date: \_\_\_\_\_

Phone # \_\_\_\_\_

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

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

**RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:** Motion to approve the special event, ROTARUN Ski Swap, to be held at the Sturtevant's, located at 1 Carbonate Street (Saturday, October 12, 2024, from 10 a.m. to 4 p.m.), and authorization for the mayor to sign the Special Event Decision and Special Event Agreement.

**ADMINISTRATIVE COMMENTS/APPROVAL:**

City Administrator \_\_\_\_\_ Dept. Head in Attendance at Meeting (circle one) Yes No

**ACTION OF THE CITY COUNCIL:**

Date \_\_\_\_\_

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

**FOLLOW-UP:**

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

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

**DECISION**

Based on the Application for a Special Event Permit for ROTARUN Ski Swap, the City of Hailey, pursuant to Chapter 12.14 of the Hailey Municipal Code, approves the Application and grants the Special Event Permit, subject to the following conditions:

Standard Conditions

- a. The Applicant shall comply with the terms, plans, covenants and provisions of the Application, as approved or as modified by the City of Hailey.
- b. The Applicant shall comply with all applicable local, state and federal laws, regulations and ordinances before, during and after the Special Event(s).
- c. The Applicant shall execute an agreement, relating to the reimbursement of expenses, indemnification and other provisions immediately upon the approval of the application for the Special Events Permit.
- d. In the event the Applicant fails to comply with all the conditions set forth herein, the City may revoke the Special Events Permit, in whole or in part.
- e. A supporting application is on file and shall be complied with.

Additional Conditions

- a. Provide a certificate of liability for insurance coverage in the amount of \$1,000,000 naming the City of Hailey as additionally insured.

DATED this 9<sup>th</sup> day of September 2024.

CITY OF HAILEY

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

ATTEST:

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

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

**SPECIAL EVENT AGREEMENT**

In consideration of the granting of a special event permit by the City of Hailey (“the City”) for ROTARUN Ski Swap, located in the Sturtevant's Ski Shop parking lot Saturday, October 12, 2024, from 10 a.m. to 4 p.m.), plus specified set up and tear down time, (“the Event”), and pursuant to Section 12.14 of the Hailey Municipal Code, the undersigned, as the applicant (“Applicant”) of a Special Event Permit from the City for the Event, does hereby agree to reimburse the City for any costs incurred by the City in repairing damage or providing any services or materials resulting from the Event. The Applicant agrees that such costs may be deducted from a non-refundable security deposit or additional deposit as established by the City, and that if costs exceed any deposit made by the applicant, further reimbursement will be made to the City upon demand. The Applicant hereby agrees to indemnify, defend and hold harmless the City and its officers and employees, in their official and individual capacities, from any and all claims, demands, obligations, liabilities, lawsuits, judgments, attorneys’ fees, costs, expenses and damages of any nature caused by or arising out of, or connected with the Event. In the event either party hereto 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 herein or on appeal, or in bankruptcy proceedings. The Applicant agrees to comply with all the laws and ordinances of the City of Hailey, Idaho applicable to the subject matter thereof, and to conduct the Event in accordance with the terms and provisions of the application for a Special Event Permit, as approved or as modified by the City, and all conditions of the Special Event Permit. The Applicant agrees that the Special Event Permit is nontransferable and shall be conducted only for the dates and locations as approved by the City.

IN WITNESS WHEREOF, Applicant and the City have executed this Agreement on this 9th day of September 2024.

APPLICANT:

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

\_\_\_\_\_  
(Please sign and print name and title, if applicable)

CITY OF HAILEY:

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

ATTEST:

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



# APPLICATION FOR SPECIAL EVENT – Public Access & ROW

- AMPLIFIED SOUND PERMIT
- BANNER DISPLAY APPLICATION
- BEVERAGE CATERING PERMIT
- ENVIRONMENTAL RESILIENCY PLAN

- OVERNIGHT CAMPING
- STREET CLOSURE
- TRAFFIC CONTROL PLAN
- POLICE CONTROL SERVICES REQUIRED

RECEIVED

JUL 15 2024

Per \_\_\_\_\_

City Staff Contacts			
<b>Community Development Department</b>	Jessica Parker, CDD Building & Operations Coordinator - Special Event Applications for Right of Ways and Public Access, except Town Center West.	(208) 788-9815 x2027	<a href="mailto:planning@haileycityhall.org">planning@haileycityhall.org</a>
	Emily Rodrigue, Sustainability & City Planner - Environmental Resiliency Plans	(208) 788-9815 x2017	<a href="mailto:emily.rodrigue@haileycityhall.org">emily.rodrigue@haileycityhall.org</a>
<b>Public Works Department</b>	Nancy Arellano, Public Works Coordinator - Special Event Applications for Parks	(208) 788-4221	<a href="mailto:nancy.arellano@haileycityhall.org">nancy.arellano@haileycityhall.org</a>
	Emily Williams, Sustainability & Grants Coordinator - Environmental Resiliency Plans	(208) 788-9830 x4231	<a href="mailto:emily.williams@haileycityhall.org">emily.williams@haileycityhall.org</a>
<b>Clerk's Office</b>	Dalia Carrillo, Deputy City Clerk - Banner Applications - Beverage Catering Permits - Local Option Tax	(208) 788-4221 x1512	<a href="mailto:dalia.carrillo@haileycityhall.org">dalia.carrillo@haileycityhall.org</a>
<b>Library</b>	Kristin Fletcher, Programs & Engagement Manager - Special Event Applications for Town Center West building	(208) 788-2036	<a href="mailto:kristin.fletcher@haileypubliclibrary.org">kristin.fletcher@haileypubliclibrary.org</a>

**EVENT NAME:** ROTARUN SKI SWAP

**LOCATION FOR EVENT** (Be specific - i.e., Hop Porter Park, all of 1<sup>st</sup> Avenue between Walnut and Pine, 115 Main St. S.):  
 Public Property       Private Property

**I. EVENT SCHEDULE:** Special Events are limited to four days, including set-up and tear-down days. No more than eight events per calendar year can be conducted by a single party or organization, unless a modification is granted by the City Council.

Date(s) of Event	Hours	Estimated # of Attendees
<u>OCTOBER 12, 2024</u>	Start Time: <u>10 am</u> End Time: <u>4 pm</u>	All Day: <u>100-200</u>
_____	Start Time: _____    End Time: _____	All Day: _____
Date(s) of Set-up/Tear-down	Hours	Estimated # Staff
<u>OCTOBER 12, 2024</u>	Start Time: <u>8 am</u> End Time: <u>5 pm</u>	<u>10-15</u>
_____	Start Time: _____    End Time: _____	_____

**II. FEES**  
 Special Event Permit Application Fee      \$135     \_\_\_\_\_  
 Per Day Park Rental Fee: # of Days \_\_\_\_\_ x      \$315     \_\_\_\_\_

Events that meet **both of the following criteria** may be exempted from Park Rental Fee by resolution of the City Council:  
 Non-profit event that is held annually within the City of Hailey for at least ten consecutive years and consistently draw large numbers of participants and spectators.

**Tax Exempt #:** \_\_\_\_\_  
 Promoted locally and regionally within the state and the northwest.  
 Tax (on park rental fees only)      6%     \_\_\_\_\_

**TOTAL DUE AT TIME OF SUBMITTAL:** \_\_\_\_\_

**III. ORGANIZATION INFORMATION:**

Sponsoring Organization: ROTARUN ORU AREA  
 Applicant's Name: LIZ CHAMBERLAIN Title: MARKETING & EVENTS  
 Address: 25 RODEO DR. City: HAILEY State: ID Zip: 83333 COORDINATOR  
 Telephone Home: \_\_\_\_\_ Mobile: 847-913-5921 FAX: \_\_\_\_\_  
 Applicant Driver's License #: \_\_\_\_\_ Email: liz@svsef.org

**IV. EVENT INFORMATION:**

New Event: Yes \_\_\_\_\_ No X  
 Annual Event: Yes X No \_\_\_\_\_ Years in Operation 12+  
 Event Category:  Commercial  Noncommercial  
 Estimate of Gross Ticket Sales & Revenues (commercial event only): ~\$8,000-10,000  
 Description of Event: Winter gear Community SKI Swap

**V. INSURANCE REQUIREMENTS:** A COMPREHENSIVE GENERAL LIABILITY Insurance policy must be maintained with coverage of not less than \$1,000,000.00 combined single limit per occurrence. Each policy shall be written as a primary policy, not contributing with or in excess of any coverage which the City may carry. **A certificate naming the City of Hailey, Blaine County, Idaho as additional insured shall be delivered to the City of Hailey with this application.** The adequacy of all insurance required by these provisions shall be subject to approval by the City Clerk. Failure to maintain any insurance coverage required by this agreement shall be cause for immediate termination of the application.

Insurance Company: MOUNTAIN HOME Agent Name: HAILEE BLOMQUIST-MINTZ  
 Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: Hailee@woodriverinsurance.com @WOOD RIVER INSURANCE

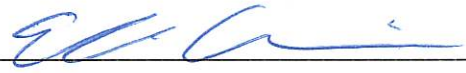
**SPECIAL EVENT ACTIVITIES PLANNED**

It is the sole responsibility of the Applicant to coordinate activities planned. All event materials and related items are to be furnished by the applicant unless arrangements are made prior to the event (\*Additional fees may apply).

Planned Activity or Location	Yes	No	Requirements	Yes	No
Alcohol Served or Sold			Alcohol Beverage Catering Permit		
Amplified Sound			Amplified Sound Permit - Maximum amplification: 90 dB - Permissible hours: 10am-10pm	<input checked="" type="checkbox"/>	
Banner (over Main Street)			Banner Application	<input checked="" type="checkbox"/>	
Electricity/Generators			Explanation of use <u>- From Sturtevant's Store</u>		
100 Event Attendees or More			Portable Toilets and Wash Stations - Contact Clear Creek Disposal can provide services, call (208) 726-9600 - # of regular portable toilets provided: _____ - # of ADA portable toilets provided: _____	<input checked="" type="checkbox"/>	
			Site plan		
250 Event Attendees or More			Security Plan - If Hailey Police Dept officers are required, the Applicant will be charged \$40/hr per officer		
			Environmental Resiliency Plan - No single-use plastics - One (1) or more compost waste bins - One (1) or more recycle waste bins		
			Comprehensive general liability insurance policy - Certificate with coverage of \$1,000,000.00 or more - You may partner with another organization to use their insurance		

500 Event Attendees or More		Provide one (1) six-yard dumpster - Contact Clear Creek Disposal can provide services, call (208) 726-9600		
		Provide one (1) six-yard dumpster - Contact Clear Creek Disposal can provide services, call (208) 726-9600		
		Security Plan - If Hailey Police Dept officers are required, the Applicant will be charged \$40/hr per officer		
		Environmental Resiliency Plan - No single-use plastics - One (1) or more compost waste bins One (1) or more recycle waste bins		
		Comprehensive general liability insurance policy - Certificate with coverage of \$1,000,000.00 or more You may partner with another organization to use their insurance		
Food/Beverage Caterers		List caterers or vendors - Wylde Beet - Tater Trailer ✓		
Gray Water or Grease Barrel		Explanation of disposal		
Lighting		Explanation of use		
Medical Services		EMT Standby - Applicant will be charged \$35/hr for EMS Standby		
		Ambulance		
Open Flame or, flame producing devices		Site plan		
		Device specifications		
Overnight camping		Specify City Designated Area		
Portable Toilets and/or Wash Stations		Site plan		
Public Street and/or Alley Location		Certified Traffic Management Plan - Road Work Ahead can create certified Traffic Management Plans, call (208) 734-4444. - An ITD permit is required for Main Street Closures.		
		ITD Permit for Main Street Closures		
		Route Map		
Vendors		Vendor/Items Sold List		
		Temporary Structure Sizes & Site Plan		
Water		Drinking Station Plan - All single-use petroleum-based plastics are prohibited; compostable bioplastics are allowed.		

Your Event Organizer is responsible for providing a complete list of event activities including a list of suppliers providing services. An event logistics map is required, detailing the location for all road closures, event set up, canopies, stages, vendors, booths, and any other major services or activities planned. I hereby certify that I have read and will abide by the laws, rules and regulations set forth by the City of Hailey, Blaine County, and the State of Idaho, and in signing this application, I hereby agree that I and the organization I represent, shall hold the City of Hailey and all of its agents or employees free and blameless from any claim, liability or damage which may arise from use of City facilities or equipment, whether or not the City of Hailey, its agents or employees are jointly negligent. I further agree to promptly reimburse the City of Hailey and all of its agents for any clean up loss or damage to City property resulting from this use, as well as permitting, staffing, equipment use/rental, property use/rental, clean up, inspections involving the use of public property, public employees or public equipment for the Special Event.

Event Organizer's Signature:  Date: 7/11/24



RECEIVED  
 JUL 15 2024  
 Per \_\_\_\_\_

**STREET CLOSURE FOR SPECIAL EVENT**

**I. EVENT NAME:** ROTARUN SKI SWAP  
 The above listed event received a street closure permit for a community event.

**STREET CLOSURE DATES:** OCTOBER 12, 2024

**STREET CLOSURE TIMES:** 8 AM - 5 pm

**Route/street closure map must be attached.**

**Names of streets to be closed (attach further closures on a separate sheet if needed)**

<u>Carbonate St.</u>	Between (street) <u>Main St.</u>	And (street) <u>River St.</u>
	Between (street)	And (street)
	Between (street)	And (street)
	Between (street)	And (street)
	Between (street)	And (street)
	Between (street)	And (street)
	Between (street)	And (street)
Time of Street Closure	Start: <u>8:00 am</u>	End: <u>5:00 pm</u>
Participant type and number of entries of each type (check all that apply):		
<input checked="" type="checkbox"/> Participants/Spectators <u>150</u> <input type="checkbox"/> Animals _____ <input type="checkbox"/> Vehicles _____ <input type="checkbox"/> Floats _____ <input type="checkbox"/> Busses _____ <input type="checkbox"/> Bikes _____		

**II. FEES**

Street Closure for Special Event Fee \$250  \_\_\_\_\_

**TOTAL DUE AT TIME OF SUBMITTAL:** \_\_\_\_\_

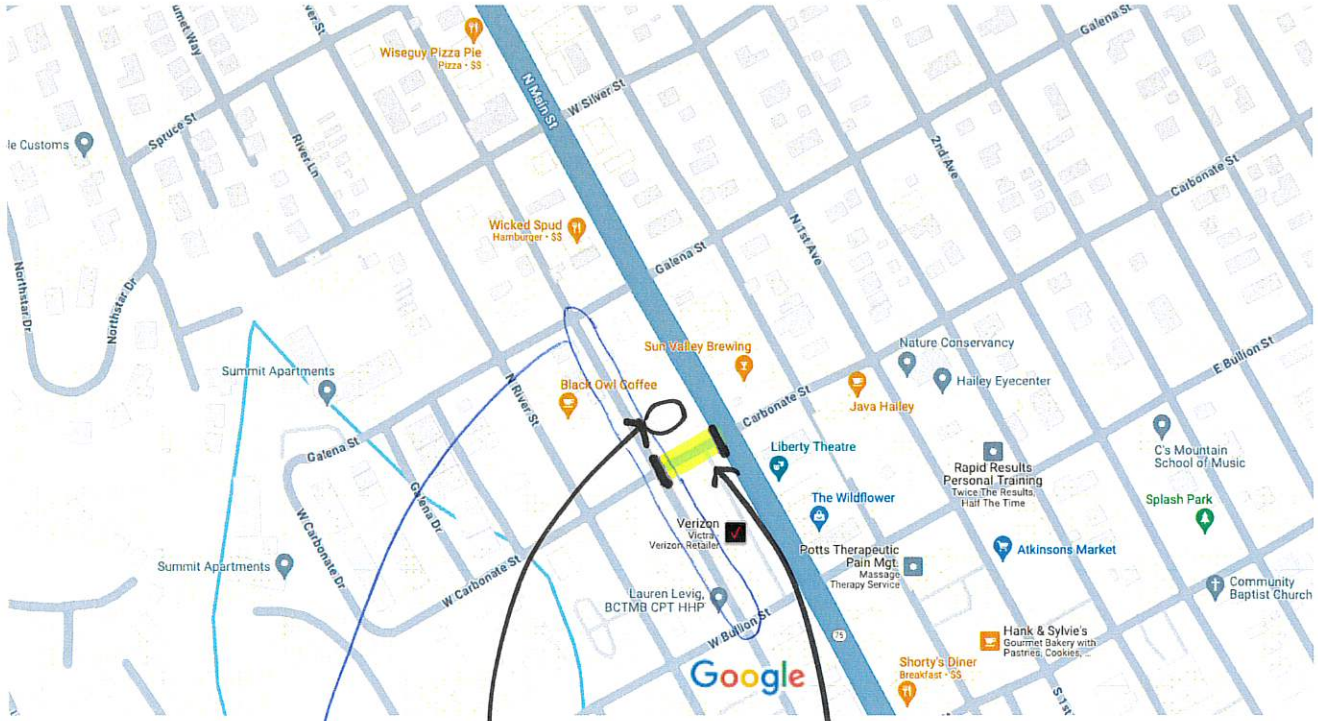
I certify that the entities listed below have been notified about my upcoming special event.

Signature of Sponsor or Authorized Representative	Date
---	------

Name/Business	Address	Phone	Email
<u>Black Owl</u>	<u>208 N. River St.</u>	<u>208 928 6200</u>	
<u>The Attic Thrift</u>	<u>12 W. Carbonate St.</u>	<u>208 578 0340</u>	
<u>KB's Hailey</u>	<u>208 788 7217 ← 121 N. Main St.</u>		

Google Maps

# DOWNTOWN HAILEY



Roadside parking available

Sturtevant's

Road closure

Map data ©2024 200 ft



50-100 people

walking ~~on~~/run/roll along  
sidewalk from McHereher  
to Black Owl

Starts 4-7

Local band @ Black Owl @ end.

-> Dallas Lowallen  
208-720-3028

-> Lindy 208-720-3252



Add Camp Plan list

craigmeyers61@gmail.com



# AMPLIFIED SOUND PERMIT APPLICATION

RECEIVED  
JUL 15 2021

**Instructions:**

Fill in the details on the application and return it to the Special Events Administrator. It will then be forwarded to the appropriate authority for approval and signature. The completed and signed application will act as your permit and will be forwarded to you once approvals and signatures are completed.

**It is important for the success of your event that surrounding residents and businesses are aware of the event and to have a contact for the event.** It is your responsibility to notify all residents and businesses in the immediate area that may be affected by the events amplified music prior to the event. On the back of this permit is a form entitled "Notification of Amplified Sound Event" to be used for notification. Please fill out the form, copy and distribute it to your event neighbors.

By notifying surrounding residents in advance of your event, it is the expectation of the City of Hailey that you will take the opportunity to correct amplification levels if you are contacted directly.

Events may require an Amplified Sound Permit to be filed along with a Special Events Permit. The Hailey Municipal Code does exempt certain events as a special event; however, an Amplified Sound Permit may be required. Please contact the Community Development Assistant, Robyn Davis, at 208-788-9815 x27 to help determine the requirements for your event.

**Applicable Requirements:** There is no fee for the administrative review of this application or the first Hailey Police Department visit to your event, for visits 2 and more the fee charged to the applicant will be \$25.00 per visit. The allowable sound decibel level is – **(90) dB maximum and sound may only be amplified between the hours of 10 am and 10 pm.**

Name of Applicant: Rotarun Ski Area Phone: 847-913-5921 (412 Chamberlain)

Address of Applicant: 25 Rodeo Drive, Hailey ID 83333

Type of Event: Ski Swap w/ Sturtevant's

Location of Event: Sturtevant's Hailey (1 Carbonate St Hailey, ID)

Date of Event: October 12, 2024 Number of People Expected: 100-200

Time of Amplification: From 10 am to 4 pm

**By signing this application, you are confirming the receipt and knowledge of the applicable requirements and agree to comply with them.** In the event the Police Department has to intervene, the permit may be voided if found to not be in compliance with the applicable requirements.

Signature of Applicant: [Signature] Date: 7/11/24

**When signed by the Police Chief or designee, a copy of the signed application will be your permit.**

Chief of Police, or designee Signature: [Signature] Date: 7/18/24

<input checked="" type="checkbox"/> <b>Permit Approved</b>	(For City Use Only)
<input type="checkbox"/> <b>Not Approved (check reason below)</b>	
<input type="checkbox"/> Use of the equipment would constitute a detriment to traffic safety;	
<input type="checkbox"/> The issuance of the permit would be otherwise detrimental to the public health, safety or welfare;	
<input type="checkbox"/> The issuance of the permit will substantially interfere with the peace and quiet of the neighborhood or the community;	
<input type="checkbox"/> The applicant would violate the provisions of this Code or any other law.	

**NOTIFICATION OF AMPLIFIED SOUND EVENT**

I, Liz Chamberlain, of 1 Carbonate Street, Hailey ID  
(Name of Applicant) (Address of event)

intend to hold an event with amplified sound on Oct 12, 2024, between the hours of  
(Date)

10am and 4pm.  
(from) (to)

I have completed an application to the City of Hailey for an **Amplified Sound Permit** and as part of the permit process, residents and businesses in the immediate area that may be affected by this event are to be advised in advance that there will be amplified sound on the dates and times set forth above.

**If the amplification is too loud, it is requested you contact me directly at** 847-913-5921  
(Phone number at event)

**so that I may correct the decibel level of the sound.**

*Thank you for your cooperation.*

Signature: [Signature] Date: 7/11/24



**NOTIFICATION OF AMPLIFIED SOUND EVENT**

I, \_\_\_\_\_, of \_\_\_\_\_  
(Name of Applicant) (Address of event)

intend to hold an event with amplified sound on \_\_\_\_\_, between the hours of  
(Date)

\_\_\_\_\_ and \_\_\_\_\_.  
(from) (to)

I have completed an application to the City of Hailey for an **Amplified Sound Permit** and as part of the permit process, residents and businesses in the immediate area that may be affected by this event are to be advised in advance that there will be amplified sound on the dates and times set forth above.

**If the amplification is too loud, it is requested you contact me directly at** \_\_\_\_\_  
(Phone number at event)

**so that I may correct the decibel level of the sound.**

*Thank you for your cooperation.*

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

**Return to Agenda**

**AGENDA ITEM SUMMARY**

DATE: 09/09/2024 DEPARTMENT: Community Development DEPT. HEAD SIGNATURE: RD

**SUBJECT:**  
Alcohol Beverage Licenses

**AUTHORITY:**  ID Code \_\_\_\_\_  IAR \_\_\_\_\_  City Ordinance/Code 5.04, 5.08, 5.12  
(IF APPLICABLE)

**BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:**

Alcohol license Renewals

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

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

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

**RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:**

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

Freedom House Ministries

**ADMINISTRATIVE COMMENTS/APPROVAL:**

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

**ACTION OF THE CITY COUNCIL:**

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

**FOLLOW-UP:**

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



# ALCOHOL BEVERAGE LICENSE APPLICATION

**APPLICATION FOR:**

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

**APPLICATION IS:**

New License  
 Renewal

**TOTAL DUE:** \_\_\_\_\_

Applicant Name: Roy Clark

Business Name: Freedom House Ministries DBA THE COFFEE HOUSE A gathering place

Business Physical Address: 1616 Airport Circle

Business Mailing Address: 620 N. Main St

Business Phone Number: 208 481 1932

Property Owner (if different from applicant): \_\_\_\_\_

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

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

Roy D. Clark  
Applicant Signature

8-14-24  
Date

Subscribed and sworn to before me this

28th day of August, 2024

Michelle Johnson  
City Clerk or Designee

<b>Official Use Only</b>	
State License No.	<u>39135</u>
County License No.	<u>114</u>
City License No.	<u>1973</u>
Date Approved by Council	_____
Chief of Police	_____

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

# State of Idaho

## Idaho State Police

Cycle Tracking Number: 151851

Premises Number: 5B-39135 **Retail Alcohol Beverage License**

License Year: 2025

License Number: 39135

*This is to certify, that* Freedom House Ministries Inc  
*doing business as:* The Coffee House A Gathering Place

*is licensed to sell alcoholic beverages as stated below at:*  
1616 Airport Circle, Hailey, Blaine County

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

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

\_\_\_\_\_  
*Signature of Licensee, Corporate Officer, LLC Member or Partner*

FREEDOM HOUSE MINISTRIES INC  
THE COFFEE HOUSE A GATHERING  
620 N MAIN ST

HAILEY, ID 83333

*Mailing Address*

TOTAL FEE: \$150.00

License Valid: 08/01/2024 - 07/31/2025

**Expires: 07/31/2025**

  
\_\_\_\_\_  
Director of Idaho State Police



2025

BLAINE COUNTY  
STATE OF IDAHO

No. 114

### RETAIL ALCOHOLIC BEVERAGE LICENSE

THIS IS TO CERTIFY THAT FREEDOM HOUSE MINISTRIES INC  
 doing business as THE COFFEE HOUSE A GATHERING PLACE  
 at 1616 AIRPORT CL. HAILEY. ID 83333  
 a(n) CORPORATION, is licensed to sell Alcoholic Beverages as stated below, subject to the provisions of  
 Chapters 23-903 and 23-916 Idaho Code Annotated, and the laws of the State of Idaho, Municipal Ordinances, and the  
 regulations of the Commissioner in regard to sale of Alcoholic Beverages and the resolution passed by the Commissioners of  
 said County, on file in the office of the Clerk of the Board at the Blaine County Courthouse, Hailey, Idaho.

dated: Beer: 12/16/1946 Retail Liquor: 06/27/1947 Retail Wine: 04/12/1947 Wine By Drink: 06/11/1973.

Draft and Bottled or Canned Beer .....	0.00
Bottled or Canned Beer to be consumed on premises .....	0.00
Bottled or Canned Beer not to be consumed on premises .....	25.00
Retail Liquor- 114 .....	0.00
Retail Wine .....	100.00
Wine by the Drink .....	0.00
Special Wine (Sunday) .....	0.00

TOTAL FEE: 125.00

[Signature]  
 Clerk of the Board of County Commissioners

\_\_\_\_\_  
 Signature of Licensee or Officer of Corporation

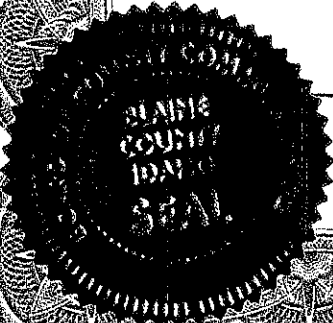
This license is TRANSFERABLE. VALID as of 08/01/2024  
 and EXPIRES 07/31/2025.

Witness my hand and seal this 30th day of July, 2024.

[Signature]  
 Chairman

[Signature]  
 Commissioner

[Signature]  
 Commissioner







**South Central  
Public Health District**

*Prevent. Promote. Protect.*

# Permit

EST.#: 8716

ROY CLARK  
620 N MAIN ST  
HAILEY ID 83333  
United States

**THIS LICENSE IS NON-TRANSFERABLE AND IS THE PROPERTY OF THE ISSUING AGENCY AND MAY BE REVOKED FOR FAILURE TO MAINTAIN COMPLIANCE WITH THE APPLICABLE HEALTH REGULATIONS OR ANY APPLICABLE STATE AND LOCAL LAWS, ORDINANCES AND REGULATIONS THAT ARE REFERRED TO THEREIN.**

IDAHO CODE 39-414 (2)

ISSUED TO: **ROY CLARK**

For the operations **FAST FOOD / ESPRESSO**  
of a:

d.b.a **THE COFFEE HOUSE EXPRESS**

**1616 AIRPORT CT  
HAILEY ID 83333**

DATE ISSUED

01/01/2024

DATE EXPIRES

12/31/2024

Josh Jensen. Health Official

**Serving Blaine, Camas, Cassia, Gooding, Jerome, Lincoln, Minidoka, and Twin  
Falls County**

**Return to Agenda**

**AGENDA ITEM SUMMARY**

**DATE:** 09/09/2024 **DEPARTMENT:** Community Development **DEPT. HEAD SIGNATURE:** RD

**SUBJECT:** Motion to approve Resolution 2024-\_\_\_\_, a Resolution authorizing the mayor’s signature on the Public Art Mural License Agreement by and between the City of Hailey, ORB Properties, LLC (Sturtevant’s property owner), and Kika MacFarlane (artist), for a mural to be painted on the northern wall of Sturtevant’s in Hailey.

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

**BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:** The Hailey Arts and Historic Preservation Commission voted to commission Kika MacFarlane, local artist, to design, create, and implement a mural on the northern wall of longstanding local business, Sturtevant’s. The Commission and owners of Sturtevant’s have approved Kika’s conceptual design, attached.

The tentative installation week/weekend is scheduled for September 16-20, 2024. The Commission, having endorsed the project and artist, is excited to share the piece with the Hailey City Council. Associated documents include a Resolution, Mural License Agreement, and Mural Design are attached hereto.

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

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

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

**RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:** Motion to approve Resolution 2024-\_\_\_\_, a Resolution authorizing the mayor’s signature on the Public Art Mural License Agreement by and between the City of Hailey, ORB Properties, LLC (Sturtevant’s property owner), and Kika MacFarlane (artist), for a mural to be painted on the north wall of Sturtevant’s in Hailey.

**ADMINISTRATIVE COMMENTS/APPROVAL:**

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

**ACTION OF THE CITY COUNCIL:**

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

**FOLLOW-UP:**

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

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

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY  
AUTHORIZING THE MAYOR’S SIGNATURE ON AN AGREEMENT BETWEEN THE  
CITY OF HAILEY, ORB PROPERTIOES, LLC - OF STURTEVANT’S, AND KIKA  
MACFARLANE, ARTIST, FOR A MURAL TO BE PAINTED ON THE NORTHERN  
WALL OF STURTEVANT’S.**

WHEREAS, the City of Hailey desires to paint a mural on the north wall of Sturtevant’s,

WHEREAS, the City of Hailey desires to enter into an agreement with Orb Properties, LLC of Sturtevant’s, and with Kika MacFarlane, to provide the required services,

WHEREAS, the City of Hailey, Sturtevant’s and Kika MacFarlane agree 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, Orb Properties, LLC of Sturtevant’s, and Kika MacFarlane, Artist, and that the mayor is authorized to execute the attached document.

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

City of Hailey

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

ATTEST:

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

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

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY  
AUTHORIZING THE MAYOR’S SIGNATURE ON AN AGREEMENT BETWEEN THE  
CITY OF HAILEY, ORB PROPERTIOES, LLC - OF STURTEVANT’S, AND KIKA  
MACFARLANE, ARTIST, FOR A MURAL TO BE PAINTED ON THE NORTHERN  
WALL OF STURTEVANT’S.**

WHEREAS, the City of Hailey desires to paint a mural on the north wall of Sturtevant’s,

WHEREAS, the City of Hailey desires to enter into an agreement with Orb Properties, LLC of Sturtevant’s, and with Kika MacFarlane, to provide the required services,

WHEREAS, the City of Hailey, Sturtevant’s and Kika MacFarlane agree 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, Orb Properties, LLC of Sturtevant’s, and Kika MacFarlane, Artist, and that the mayor is authorized to execute the attached document.

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

City of Hailey

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

ATTEST:

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

## Public Art Mural License Agreement

This Agreement is between Orb Properties LLC, Sturtevant's (Property Owner), Kika MacFarlane (Licensee or Artist), and the City of Hailey (Licensor).

### Recitals

1. The City has adopted a process for the placement of public art murals (Mural) on public and private buildings throughout Hailey, ID.
2. The Property Owner owns the real property situated at 1 W. Carbonate Street and is willing to make an exterior wall available for a public art mural.
3. The mural becomes the property of the Property Owner; however, may be removed by Property owner or City after a period of five (5) years.
4. The Hailey Arts and Historic Preservation Commission (HAHPC) conducted a Call for Artists in June 2024. The Board selected an artist to paint a Mural on the northern wall of Sturtevant's at 1 W. Carbonate Street. The Board chose Kika MacFarlane (Licensee), an independent artist, to paint said Mural.

Now, therefore, in light of the mutual promises and obligations contained herein, and in exchange for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

1. **License Granted.** The Property Owner grants the Licensee, via the Licensor, permission to install the Mural on an exterior wall of the Property Owner building located at 1 W. Carbonate Street. Mural to be installed as per the design approved by the Hailey Arts and Historic Preservation Commission with final approval of the City Council.
2. **Term of License.** The license shall commence the week of September 16, 2024, and is valid through Sunday, September 22, 2024, at 5:00pm.
3. **Use of Site.** The site for which the license is granted shall be used by Artist, via the Licensor, for the sole and exclusive purpose of painting the Mural and touch-up repairs for no other purpose without the prior written consent of the City of Hailey and Property Owner.
4. **Scope of Work.** Artist (Licensee) will paint a public Mural, as described in Exhibit A, attached hereto and incorporated by reference, on the north wall of the Sturtevant's building. The parties agree to maintain proper communication, as appropriate. All duties to be performed hereunder shall be performed as specified or, if not specified, in a prompt and timely manner. The Artist agrees to use Artist's best efforts to complete the Mural project in a reasonable amount of time.
5. **Payment.** Artist (Licensee) and the City of Hailey (Licensor) agree to donate the Mural to the Property Owner at no cost to the Property Owner. The City will be responsible for compensating the Licensee \$ \_\_\_\_\_ for services provided and \$ \_\_\_\_\_ for material costs, pursuant this Agreement.

- 6. Artist Responsibilities.** Artist represents and warrants that the Mural to be created is an original work of art and that the Mural shall be a faithful rendition of the preliminary design submitted by the Artist and approved by the Hailey Arts and Historic Preservation Commission. Artist shall grant a non-exclusive license to the City/Property Owner to copy or reproduce the Mural for all standard collection purposes including, but not limited to: City websites or social media, handouts, brochures, and to authorize others to do the same. Artist shall provide the City with digital images of the completed Mural in a format agreed upon between parties. Proper credit will be given to the Artist and attached to every marketing medium that utilizes said piece.
- 7. City Responsibilities.** The City agrees to procure all necessary permits necessary to access the property while such Mural is being painted.
- 8. Mural Maintenance.** Artist acknowledges that maintenance of the Mural on a regular basis is essential to the integrity and appearance of the Mural. This includes regular touch-ups related to minor cracks, scratches and minor instances of graffiti. Therefore, for the length of time that the Mural is on Site, Artist shall be responsible for minor maintenance and repair of the Mural under the City's supervision. The City agrees to notify the Artist if minor maintenance is required. If there is a need for larger-scale maintenance, the City agrees to notify and consult with the Artist to determine the extent of repairs and develop a plan, which may include artist compensation. If the Artist is unable to oversee larger-scale maintenance and repairs, the City shall have the right to make such necessary maintenance and repairs, as needed. A graffiti-proof, invisible protective layer can be applied to secure years of the Mural's appearance, and subject (safe) removal of any graffiti.
- 9. Mural and Site Alterations.** The parties agree that, to the extent allowed by law:

  - a. It is the Artist's intent to retain and publicly display the Mural at the Site for a period of five (5) years. However, all parties acknowledge that circumstances may arise that would make it prudent for the City or Property Owner to remove the Mural from public display. When such circumstance arises, the parties shall confer in good faith about the future status of the Mural.
  - b. The City/Property Owner shall notify Artist of any proposed significant alteration of the Site that would affect the intended character and appearance of the Mural. The City/Property Owner shall make a good faith effort to consult with the Artist in the planning and execution of any such alteration. The City/Property Owner shall make a reasonable effort to maintain the integrity of the Mural during such alteration.
  - c. If the City/Property Owner are unable to locate and communicate with the Artist, the City/Property Owner shall have discretion whether to display or deaccession the artwork and to determine whether artwork, which has been damaged or destroyed, shall be repaired.
  - d. Consistent with the paragraphs above and in the case of removal, Artist agrees to waive all rights with regard to the work while retaining copyright to the Work.
  - e. The City/Property Owner will not intentionally use the Mural in any manner that would reflect discredit on the Artist's name or reputation as an Artist, or which would violate the spirit of the work.

- 10. Copyright.** Artist reserves all copyrights in the Mural, the preliminary design, and any incidental works made in the creation of the Mural. Artist does; however, grant the City/Property Owner permission to reproduce Mural image for noncommercial purposes. Proper credit will be given to the Artist and attached to every marketing medium that utilizes said piece.
- 11. Title and Ownership of Work.** Upon completion and installation of the work and upon final acceptance by the City, title to the Mural shall pass to the Property Owner.
- 12. Modification.** Any modification of the terms of this Agreement, including assignment of rights or obligations, shall be in writing and signed by all parties.
- 13. Termination.** This Agreement shall terminate as outlined in Section 2 provided however, that the City/Property Owner reserves the right to terminate the license granted by this Agreement at any time and for any reason by giving Artists at least thirty (30) days written notice of such termination, except that the City/Property Owner may, at the election of the City/Property Owner, terminate the license immediately without such notices at any time, if (i) Artist fails to comply with or abide by each and all of the provisions of this License Agreement, or (ii) if the continued use of the license presents health or safety hazard.
- 14. Cleanliness of Site.** Artist shall not store, use, or dispose of any toxic or hazardous materials in, on, or about the Site without the prior written consent of City/Property Owner, and shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under this Agreement. At the completion of the Mural project, Artist shall remove from and about the Site waste materials, rubbish, Artist's tools, construction equipment, machinery and surplus materials. If Artist fails to clean up as provided herein, the City may do so and the cost thereof shall be charged to Artist. Artist shall be solely responsible for and will defend, indemnify, and hold City, its agents, and employees, harmless from and against all claims, costs, and liabilities, including attorney's fees and costs, arising out of or in connection with the removal, clean-up, and materials necessary to return the Site and any other property of whatever nature located on the Site to their condition existing prior to the appearance of any materials related to the Mural project. Artist's obligations hereunder shall survive the termination of this Agreement.
- 15. Governmental Powers.** It is agreed that, by executing this Agreement, City does not waive or surrender any of its governmental powers or authority.
- 16. Severability.** If any section, sentence, clause, or phrase of this Agreement is found to be invalid by any court of competent jurisdiction, it shall not affect the validity of any remaining provisions of this Agreement.



**17. Miscellaneous.**

- a. This Agreement supersedes all prior discussions and contains all agreements and understandings between Artist and City/Property Owner with respect to the subject matter hereof. This Agreement may only be amended by a writing signed by all parties.
- b. The provisions of the Agreement relating to indemnification shall survive any termination or expiration of this Agreement. Any provision of this Agreement that would require performance subsequent to the termination or expiration of this Agreement shall likewise survive any such termination or expiration.
- c. This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature pages from one (1) or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument.
- d. The recitals are incorporated herein by reference as if set forth herein in full.

City of Hailey

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

ATTEST:

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

**Orb Properties LLC- Sturtevant's (Property Owner)**

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

Business: \_\_\_\_\_

Phone: \_\_\_\_\_

Email Address: \_\_\_\_\_

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

**Kika MacFarlane (Licensee/Artist)**

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

Mailing Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Email Address: \_\_\_\_\_

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



MAY 30, 2024

## To the Town of Hailey & Sturtevants -

I'm thrilled to have found this opportunity and hope you'd consider me to install a mural on the Sturtevants wall!

My name is Kika MacFarlane, I'm a full-time artist, muralist, and designer based here in Hailey, Idaho. I moved to Hailey in 2022 with my husband Andrew, who teaches at the Sage School. Though I have installed murals across Colorado and Wyoming for clients like Target and WeWork, I have yet to get to paint a mural in the place I now call home, and plan to live for a long time!

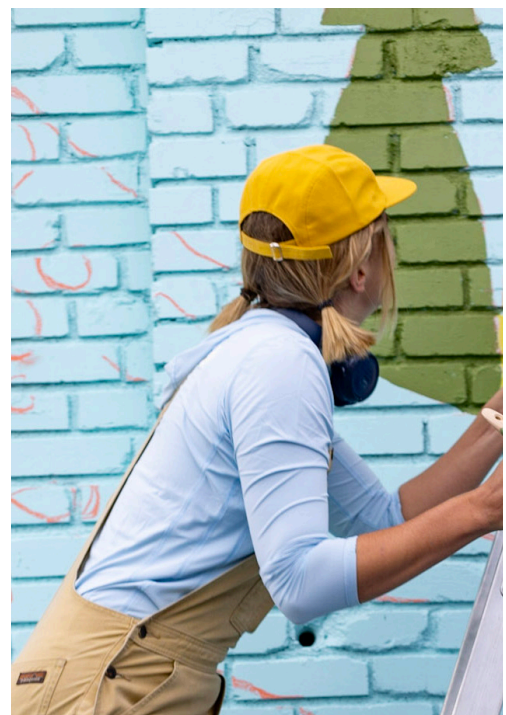
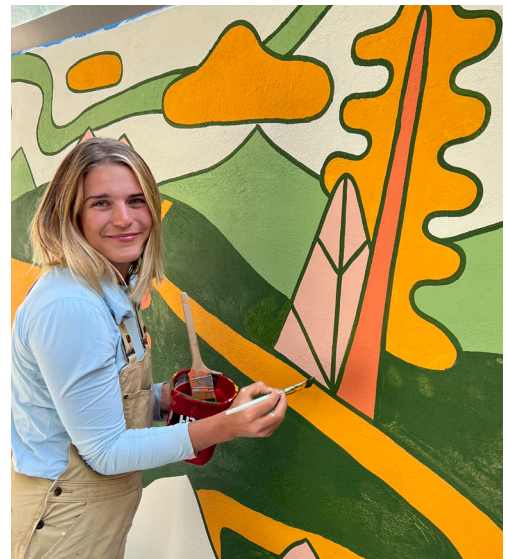
As an artist, my work focuses on activism in the outdoors - I'm super passionate about using art to advocate for conservation, public lands, and inclusivity in outdoor spaces. I founded a creative studio, Two Toes, that does design & animation for brands and organizations, and hosts creative retreats in Idaho and the Pacific Northwest. I love creating murals for mountain town communities and have been enamored with the color, connection, and storytelling it can bring to communities.

I hope you consider me to be a muralist this year, this community means so much to me and I would be thrilled to get to contribute art and color to such a legendary business in the heart of town.

Thanks for your consideration,

Kika Macfarlane

kikamacfarlane.co  
@kikamack  
719.433.9495  
kika@twotoescreative.com



## Sagebrush Flow

My favorite thing about living in Hailey is the sea of sagebrush hills, that feel like endless possibilities for exploration. I find that most activities here in Hailey involve flow - whether it's hiking, skiing, boating or fishing on the river, or mountain biking on trails, I wanted to capture the way the landscape here flows together. This abstract design blends the visuals of Hailey into a unique colorful pattern, reminiscent of hills, sagebrush, pine trees, trails, the river, and the sky.



Full Design



Mockup

# Nature Windows

I put together a second design that is less abstract, and represents the variety of activities and wildlife in the area. I love the idea of it feeling like a patchwork quilt, made of windows into little scenes around Hailey. I am happy to work with Sturtevants on the colors and specifics in the scenes to make it feel like the best representation of their business and the town!



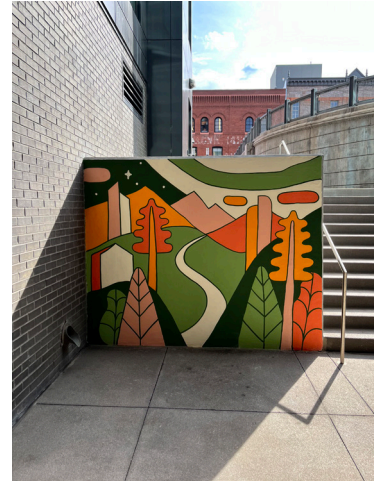
Full Design



Mockup

## WeWork Denver

This 120ft+ mural was designed and installed in 2023 in downtown denver at the Circa Building we work. The visuals were inspired by mountains and city - the lifestyle of living on the front range. The warm and natural colors elevated a concrete outdoor patio, making it warm and inviting.



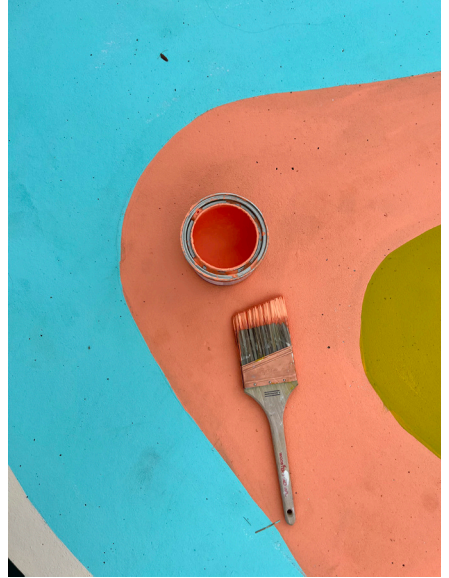
## Wild & Scenic Rivers Jackson Hole

This 60ft+ exterior mural was designed and installed in 2021 in downtown Jackson, Wyoming. In collaboration with Jackson Hole Public Art and Dave Hansen Whitewater, the mural celebrates the protected Wild and Scenic rivers of the area and the recreation with vibrant artwork.



## Boulder E-Bike Stand

This mural was installed on the concrete ground of an electric bike stand in Boulder, Colorado in 2023.



# Target Jackson Hole

This mural was designed for Target in Jackson Hole, Wyoming in 2022.





# Wylde Beet Bench

This bench was painted in 2024 for the Wylde Beet cafe in Hailey, ID.



**Return to Agenda**

**AGENDA ITEM SUMMARY**

**DATE:** 09/09/2024

**DEPARTMENT:** CDD

**DEPT. HEAD SIGNATURE:** RD

**SUBJECT:** Motion to approve the Findings of Fact, Conclusions of Law, and Decision for the Final Plat Application by Dennis and Sheree Kavanagh wherein an existing building on Lots 1 & 22, Block 43, Woodside Subdivision #10 (1060 Mountain Drive) is converted into condominium units via condominium subdivision plat. The existing building would be converted into six (6) commercial condominium units, ranging in size from 784 sq. ft. to 1,596 sq. ft. The parcel is located within the Light Industrial (LI) Zoning District.

**AUTHORITY:**  ID Code \_\_\_\_\_  IAR \_\_\_\_\_  City Ordinance/Code Title 16, Subdivisions (IFAPPLICABLE)

Dennis and Sheree Kavanagh submitted a Preliminary Plat Application for approval of a condominium plat/subdivision to an existing building located on Lots 1 & 22, Block 43, Woodside Subdivision #10 (1060 Mountain Drive).

The existing building is situated on a parcel that is 12,195 square feet (0.28 acres) in size. The Applicant proposes to divide the existing building into six (6) commercial condominium units, ranging in size from 784 sq. ft. to 1,596 sq. ft. Presently, Units 1, 2 and 3 are utilized for the Applicant’s cabinet business. Units 4, 5, and 6 are structured separately and are currently being rented. The front area of the building, along Mountain Drive, has been designated as Common Area. A draft Condominium Declaration has been submitted, which addresses all commonly owned areas.

On August 26, 2024, the Hailey City Council approved the Preliminary Plat Application to subdivide the existing parcel into condominium units. The Findings are attached hereto.

**Attachments:**

- [Findings of Fact for Final Plat Application: Kavanagh Condominiums](#)

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

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

**RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:**

**Motion Language:**

**Approval:** Motion to approve the Findings of Fact, Conclusions of Law, and Decision for the Final Plat Application by Dennis and Sheree Kavanagh wherein an existing building on Lots 1 & 22, Block 43, Woodside Subdivision #10 (1060 Mountain Drive) is converted into condominium units via condominium subdivision plat, finding that the project meets the standards of approval set forth in the Hailey Municipal Code, and has been approved by the Hailey City Council, subject to the following conditions, (1) through (4), as noted.

**ACTION OF THE CITY COUNCIL:**

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

**FOLLOW-UP:**

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

## FINDINGS OF FACT, CONCLUSIONS OF LAW AND DECISION

On August 26, 2024, the Hailey City Council considered and approved the Final Plat Application by Dennis and Sheree Kavanagh wherein an existing building on Lots 1 & 22, Block 43, Woodside Subdivision #10 (1060 Mountain Drive) is converted into condominium units via condominium subdivision plat. The existing building would be converted into six (6) commercial condominium units, ranging in size from 784 sq. ft. to 1,596 sq. ft. The parcel is located within the Light Industrial (LI) Zoning District.

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

### FINDINGS OF FACT

**Applicant:** Dennis and Sheree Kavanagh  
**Project:** Final Plat of 1060 Mountain Drive (Lots 1 & 22, Block 43, Woodside Subdivision)  
**Size/Zoning:** 0.28 acres (12,195 sq. ft.), Light Industrial (LI) Zoning District

**Notice:** Notice for the public hearing was published in the Idaho Mountain Express on August 7, 2024, and mailed to adjoining property owners on the same date.

**Application:** Dennis and Sheree Kavanagh submitted a Preliminary Plat Application for approval of a condominium plat/subdivision to an existing building located on Lots 1 & 22, Block 43, Woodside Subdivision #10 (1060 Mountain Drive).

The existing building is situated on a parcel that is 12,195 square feet (0.28 acres) in size. The Applicant proposes to divide the existing building into six (6) commercial condominium units, ranging in size from 784 sq. ft. to 1,596 sq. ft. Presently, Units 1, 2 and 3 are utilized for the Applicant's cabinet business. Units 4, 5, and 6 are structured separately and are currently being rented. The front area of the building, along Mountain Drive, has been designated as Common Area. A draft Condominium Declaration has been submitted, which addresses all commonly owned areas.

As a Condominium Conversion, pursuant Section 16.07.070 of the Hailey Municipal Code, the Preliminary and Final Plats are not subject to Section 16.04.110 of the Hailey Municipal Code, which addresses parks, pathways, and other green spaces.

**Reasoned Statement:** These Findings of Fact, Conclusions of Law, and Decision ("Findings") represent the summary, and majority opinion of the determinative body of the City of Hailey pursuant to Idaho Code. These Findings represent a final decision, after extensive on-the-record deliberations, as more completely documented in the Minutes therefore, and the recordings thereof. These Findings represent a unanimous approval of the Hailey City Council, after deliberations on each of the criteria detailed herein below.

On February 16, 2021, the Hailey Planning and Zoning Commission recommended approval by the Hailey City Council the Preliminary Plat Application for Block 7, Quigley Farms Subdivision, and on August 26, 2024, the Hailey City Council unanimously approved the Final Plat Application, associated details described herein.

**Procedural History:** The Application was submitted on July 26, 2024, and certified complete on August 1, 2024. A public hearing was held on August 26, 2024, in the Council Chambers of Hailey City Hall, and virtually via GoTo Meeting.

**CHAPTER 16.05.080: ISSUANCE OF PERMITS:**

**No permit for the construction of any building shall be issued upon any land for which all improvements required for the protection of health and the provision of safety, (including but not necessarily limited to an approved potable water system, an approved wastewater system to accept sewage, and asphalt paving of the streets) have not been installed, inspected, and accepted by the City of Hailey, with the following exception:**

**Building permits may be issued for any building in a development for which plats have been recorded and security provided, but the streets have not yet been completed with asphalt due to winter conditions. In such instances, the street shall be constructed as an all-weather surface to City Standards to the satisfaction of the City Engineer and shall be kept clear to the satisfaction of the Fire Chief. No Final Inspection approval or Certificate of Occupancy shall be granted until all improvements, including asphalt, have been installed, inspected, and accepted.**

The Preliminary Plat for Kavanagh Condominiums was approved by the Hailey Planning and Zoning Commission on February 16, 2021. The Developer is now requesting Final Plat approval of a condominium plat/subdivision to an existing building located on Lots 1 & 22, Block 43, Woodside Subdivision #10 (1060 Mountain Drive). The building and required infrastructure are existing. Improvements have also been made and have received approval by City Staff.

Three (3) public streets – Mountain Drive, Black Oak Drive, and Glenbrook Drive – service the proposed condominium units. While the building is existing, if tenant improvements are warranted, the Developer intends to receive Final Plat approval, as well as record the Final Plat, prior to any Building Permit submittal. No bond security is necessary nor proposed at this time.

Findings: Compliance. The Council found that this standard has been met.

**CHAPTER 16.03: PROCEDURE:**

**16.03.030 Final Plat Approval:**

- A. The final plat, prepared by a Professional Land Surveyor, must be submitted within one (1) calendar year from the date of approval of the preliminary plat, unless otherwise allowed for within a phasing agreement or as otherwise provided herein. Plats not submitted for final approval within one (1) year or according to the phasing agreement, shall be considered expired and preliminary plat approval shall become null and void. The Council may extend the deadline for submitting the final plat upon holding a public hearing.**

The Final Plat was prepared by a professional land surveyor and was submitted on July 26, 2024.

Findings: Compliance. The Council found that this standard has been met.

- C. The administrator shall review the final plat application to ensure that the application submitted**

**is consistent with the approved preliminary plat. The conditions imposed on the preliminary plat approval must be either completed or shown on plans or the plat prior to any public notice for final plat approval.**

The Final Plat is consistent with the approved Preliminary Plat of the proposed subdivision. Findings: Compliance. The Council found that this standard has been met.

**Standards of Evaluation:**

**CHAPTER 16.04: DEVELOPMENT STANDARDS:**

Development Standards were reviewed in detail during the Preliminary Plat Application process. No changes have been made to the plat since approval was given. Findings: Compliance. The Council found that this standard has been met.

**CHAPTER 16.05: IMPROVEMENTS REQUIRED:**

**16.05.010 Minimum Improvements Required:**

**It shall be a requirement of the Developer to construct the minimum improvements set forth herein and any required improvements for the subdivision, all to City Standards, which are attached hereto as Exhibit "A." Alternatives to the minimum improvement standards may be recommended for approval by the City Engineer and approved by the City Council at its sole discretion only upon showing that the alternative is clearly superior in design and effectiveness and will promote the public health, safety, and general welfare.**

**A. Plans Filed, Maintained:**

**Six (6) copies of all improvement plans shall be filed with the City Engineer and made available to each department head. Upon final approval two (2) sets of revised plans shall be returned to the Developer at the pre-construction conference with the City Engineer's written approval thereon. One set of final plans shall be on-site at all times for inspection purposes and to note all field changes upon.**

Upon final approval, two (2) copies of all plans will be filed with the City Engineer. All other requirements of this section will be enforced by the City Engineer or designee. Findings: Compliance. The Council found that this standard will be met.

**B. Preconstruction Meeting:**

**Prior to the start of any construction, it shall be required that a pre-construction meeting be conducted with the Developer or his authorized representative/engineer, the contractor, the City Engineer, and appropriate City departments. An approved set of plans shall be provided to the Developer and contractor at or shortly after this meeting.**

N/A, as the building is existing. The proposal is for a condominium conversion. No new infrastructure is proposed thereby, no preconstruction meeting is needed. Findings: Compliance. The Council found that this standard has been met.

**C. Term of Guarantee of Improvements:**

**The Developer shall guarantee all improvements pursuant to this Chapter for no less than one year from the date of approval of all improvements as complete and satisfactory by the City Engineer, except those parks shall be guaranteed and maintained by the Developer for a period of two years.**

The Developer has completed all infrastructure and improvements, and no Bond Security is proposed. Findings: Compliance. The Council found that this standard has been met.

**16.05.020 Streets, Sidewalks, Lighting, Landscaping:**

**The Developer shall construct all streets, alleys, curb and gutter, lighting, sidewalks, street trees and landscaping, and irrigation systems to meet City Standards, the requirements of this ordinance, the approval of the Council, and to the finished grades which have been officially approved by the City Engineer as shown upon approved plans and profiles. The Developer shall pave all streets and alleys with an asphalt plant-mix and shall chip-seal streets and alleys within one year of construction.**

No changes are anticipated to streets or lighting - no additional lighting is required in the area. Sidewalk in-lieu fees have been calculated, approved by the City Engineer, and paid for by the Developer.

Findings: Compliance. The Council found that this standard has been met.

**A. Street Cuts:**

**Street cuts made for the installation of services under any existing improved public street shall be repaired in a manner which shall satisfy the Street Superintendent, shall have been approved by the Hailey City Engineer or his authorized representative, and shall meet City Standards. Repair may include patching, skim coats of asphalt or, if the total area of asphalt removed exceeds 25% of the street area, the complete removal and replacement of all paving adjacent to the development. Street cut repairs shall also be guaranteed for no less than one year.**

N/A, as no street cuts are proposed. Findings: Compliance. The Council found that this standard has been met.

**B. Signage:**

**Street name signs and traffic control signs shall be erected by the Developer in accordance with City Standard, and the street name signs and traffic control signs shall thereafter be maintained by the City.**

N/A, as all street names and traffic control signs exist. No new additional names or signage are proposed. Findings: Compliance. The Council found that this standard has been met.

**C. Streetlights:**

**Streetlights in the Recreational Green Belt, Limited Residential, General Residential, and Transitional zoning districts are not required improvements. Where proposed, street lighting in all zoning districts shall meet all requirements of chapter 17.08C of this code.**

N/A, as streetlights in the Light Industrial (LI) Zoning District are not required improvements, and none are proposed by the Developer. Findings: Compliance. The Council found that this standard has been met.

**16.05.030 Sewer Connections:**

**The Developer shall construct a municipal sanitary sewer connection for each and every developable lot within the development. The Developer shall provide sewer mains of adequate size and configuration in accordance with City standards, and all federal, state, and local regulations. Such mains shall provide wastewater flow throughout the development. All sewer plans shall be submitted to the City Engineer for review and approval. At the City Engineer's**

**discretion, plans may be required to be submitted to the Idaho Department of Environmental Quality (DEQ) for review and comments.**

N/A, as the building is existing, and all sewer connections exist. No new connections are proposed at this time. Findings: Compliance. The Council found that this standard has been met.

**16.05.040 Water Connections:**

**A. Requirements:**

**The Developer shall construct a municipal potable water connection, water meter and water meter vault in accordance with City Standards or other equipment as may be approved by the City Engineer, for each and every developable lot within the development. The Developer shall provide water mains and services of adequate size and configuration in accordance with City Standards, and all federal, state, and local regulations. Such water connection shall provide all necessary appurtenances for fire protection, including fire hydrants, which shall be located in accordance with the IFC and under the approval of the Hailey Fire Chief. All water plans shall be submitted to the City Engineer for review and approval. At the City Engineer's discretion, plans may be required to be submitted to the Idaho Department of Environmental Quality (DEQ) for review and comments.**

N/A, as the building is existing, and all water connections exist. No new connections are proposed at this time. Findings: Compliance. The Council found that this standard has been met.

**B. Townsite Overlay District; Insulation:**

**Within the Townsite Overlay District, where water main lines within the alley are less than six feet (6') deep, the developer shall install insulating material (blue board insulation or similar material) for each and every individual water service line and main line between and including the subject property and the nearest public street, as recommended by the City Engineer.**

N/A, as this project is not located within the Townsite Overlay (TO) Zoning District. Findings: Compliance. The Council found that this standard has been met.

**16.05.050 Drainage:**

**The Developer shall provide drainage areas of adequate size and number to meet the approval of the Street Superintendent and the City Engineer or his authorized representative.**

Drainage infrastructure, such as drywells and catch basins, as well as drainage areas and facilities are complete. Final design plans have been submitted and approved by the City Engineer and Streets Department. Findings: Compliance. The Council found that this standard has been met.

**16.05.060 Utilities:**

**The Developer shall construct each and every individual service connection and all necessary trunk lines, and/or conduits for those improvements, for natural gas, electricity, telephone, and cable television to the property line before placing base gravel for the street or alley.**

N/A, as the building is existing, and all utility connections are in place. No new connections are proposed at this time. Findings: Compliance. The Council found that this standard has been met.

**16.05.070 Parks, Green Space:**



**The Developer shall improve all parks and Green Space areas as presented to and approved by the Hearing Examiner or Commission and Council.**

N/A. As a Condominium Conversion, pursuant Section 16.07.070 of the Hailey Municipal Code, the Preliminary and Final Plats are not subject to Section 16.04.110 of the Hailey Municipal Code, which addresses parks, pathways, and other green spaces. Findings: Compliance. The Council found that this standard has been met.

**16.05.080 Installation to Specifications; Inspections:**

**All improvements are to be installed under the specifications and inspection of the City Engineer or his authorized representative. The minimum construction requirements shall meet City Standards or the Department of Environmental Quality (DEQ) standards, whichever is the more stringent.**

The Developer is hereby advised that all improvements shall be implemented according to City Standards and are subject to inspection at any time. If improvements are not satisfactory to the City Engineer or his designee, the Developer will be required to repair or replace them at their own cost. Findings: Compliance. The Council found that this standard has been met.

**16.05.090 Completion; Inspections; Acceptance:**

**Installation of all infrastructure improvements must be completed by the Developer and inspected and accepted by the city prior to signature of the plat by City representatives, or according to a phasing agreement. A post-construction conference shall be requested by the Developer and/or contractor and conducted with the Developer and/or contractor, the City Engineer, and appropriate City departments to determine a punch list of items for final acceptance.**

The Developer is hereby advised that all improvements shall be implemented according to City Standards and are subject to inspection at any time. If improvements are not satisfactory to the City Engineer or his designee, the Developer will be required to repair or replace them at their own cost. Findings: Compliance. The Council found that this standard has been met.

- A. The Developer may, in lieu of actual construction, provide to the city security pursuant to subsection 16.03.030I of this title, for all infrastructure improvements to be completed by the Developer after the Final Plat has been signed by City representatives.**

N/A, as all infrastructure for the proposed subdivision is in place and no bond, or security, is needed. Findings: Compliance. The Council found that this standard has been met.

**16.05.100 As Built Plans and Specifications:**

**Prior to the acceptance by the City of any improvements installed by the Developer, three (3) sets of “as-built plans and specifications” certified by the Developer’s engineer shall be filed with the City Engineer.**

The Developer is hereby advised that three (3) sets of “as-built plans and specifications” certified by the Developer’s Engineer, shall be filed with the City Engineer prior to acceptance by the City of Hailey. Findings: Compliance. The Council found that this standard has been met.

**CONCLUSIONS OF LAW**

Based upon the above Findings of Fact, the Council makes the following Conclusions of Law:

- 1) Adequate notice, pursuant to Title 17, Section 17.06.040(D), was given.
- 2) The project is in general conformance with the Hailey Comprehensive Plan.
- 3) The project does not jeopardize the health, safety, or welfare of the public.
- 4) Upon compliance with the conditions set forth, the project conforms to the applicable standards of the Hailey Municipal Code and City Standards.

### **DECISION**

The Final Plat Application by Dennis and Sheree Kavanagh wherein an existing building on Lots 1 & 22, Block 43, Woodside Subdivision #10 (1060 Mountain Drive) is converted into condominium units via condominium subdivision plat, is approved, finding that the project meets the standards of approval set forth in the Hailey Municipal Code, and has been approved by the Hailey City Council, subject to the following conditions, (1) through (4), as noted.

1. All Fire Department and Building Department requirements shall be met.
2. All City infrastructure requirements shall be met as outlined in Chapter 16.05 and 16.08 of the Subdivision Title. Detailed plans for all infrastructure to be installed or improved at or adjacent to the site shall be submitted for Department approval and shall meet City Standards where required.
3. Issuance of permits for the construction of buildings within the proposed subdivision shall be subject to Section 16.02.080 of the Hailey Municipal Code.
4. All provisions of the Hailey Municipal Code, including but not limited to use regulations and parking requirements shall continue to be met. Additional parking may also be required upon subsequent change in use, in conformance with Hailey’s Municipal Code at the time of the new use.

**PASSED BY THE HAILEY CITY COUNCIL** and approved by the mayor this \_\_\_ day of \_\_\_\_\_, 2024.

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Martha Burke, Mayor, City of Hailey

Attest:

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Mary Cone, City Clerk, City of Hailey

**Return to Agenda**

**AGENDA ITEM SUMMARY**

**DATE:** 09/09/2024 **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 August 26, 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 AUGUST 26, 2024  
IN THE HAILEY TOWN CENTER MEETING ROOM**

The Meeting of the Hailey City Council was called to order at 4:15 P.M. by Mayor Martha Burke. Present were Council members, Juan Martinez, Heidi Husbands, and Dustin Stone. Staff present included City Attorney Christopher P. Simms, City Administrator Lisa Horowitz, and City Clerk Mary Cone.

Kaz Thea not in attendance.

**CALL TO ORDER:**

[4:15:47 PM](#) by Mayor Burke.

Open Session: [4:16:03 PM](#) no comments.

**CONSENT AGENDA:**

**CONSENT AGENDA:**

- [CA 226](#) Motion to adopt Resolution 2024-073, ratifying the Mayor’s signature on a lease application to place surface water right number 37-906 into the Water Supply Bank. **ACTION ITEM**.....
- [CA 227](#) Motion to adopt Resolution 2024-074, ratifying the Mayor’s signature on an estimate with Integrated Security Resources, for three electronic door locks at the Fox Building. **ACTION ITEM** .....
- [CA 228](#) Motion to authorize the mayor’s signature on a letter to Michael Kraynick regarding their request to extend the Preliminary Plat timeline for an additional sixteen (16) months to ensure the installation of all required infrastructure prior to Final Plat submittal. This project is located at 318 East Spruce Street (Lot 1A, Block 60, Hailey Townsite). **ACTION ITEM**.....
- [CA 229](#) Motion to approve Resolution 2024-075, authorizing the Mayor’s signature on the Public Right-of-Way Maintenance Agreement related to the development of Saddle Loft Apartments located at 800 North River Street (Lot 4B, Block 1, North Hailey Plaza Subdivision). **ACTION ITEM** .....
- [CA 230](#) Motion to approve Alcohol Renewals. **ACTION ITEM** .....
- [CA 231](#) Motion to approve minutes of August 12, 2024 and to suspend reading of them **ACTION ITEM** .....
- [CA 232](#) Motion to approve claims for expenses incurred during the month of July 2024, and claims for expenses due by contract in August, 2024 **ACTION ITEM** .....

[4:16:17 PM](#) **Martinez moved to approve all consent agenda items, seconded by Stone, motion passed with roll call vote; Husbands, yes. Martinez, yes. Stone, yes.**

**PUBLIC HEARINGS:**

*PH 233 Public Hearing on Resolution 2024-\_\_\_\_, establishing a rate increase with Clear Creek Disposal for commercial and residential solid waste/curbside recycle rates based on inflationary factors (labor and landfill costs). Residential and commercial rate increases are proposed at 3.83% .*  
**ACTION ITEM**

*PH 234 Consideration of Resolution 2024-\_\_\_\_, amending Section 5.c of Resolution 2023-134, Clear Creek Franchise Agreement regarding Hold Back provision. ACTION ITEM*

[4:17:16 PM](#) Horowitz opens this item for discussion. Tipping fees and wage increases are the reason for this rate increase. Mike Goitiandia speaks to council. Ken Pierce is trying to call in to answer technical questions. Goitiandia will go over green waste program, been able to divert 66 tons in Hailey over the past 20 years. River Street cardboard and compactor site, new, almost up and running. 203 tons of glass have been diverted from trash, since we've been recycling. In cardboard, we have delivered 451 tons of cardboard. Takeaways, it is cleaner than it used to be. Compactor is emptied twice per week, since we've implemented this new program, it is working quite well for everyone. Just on cardboard, saved 933 trips on the truck to the recycle center, 12,315 miles, 2,736 gallons of diesel, achieving some of our goals.

Asking for a 3.83% rate increase, Goitiandia adds. Would take rates for small cart to \$13.11, middle to \$29.43 and large to \$43.26.

[4:26:26 PM](#) Husbands, question about the new location of recycling when? Yeager, one week from this Thursday. Yeager, electrician will be done next Thursday, will start a campaign to notify public.

Public comments: [4:28:59 PM](#) none

[4:29:03 PM](#) Stone, asks about Cardboard, how full is container each week. Goitiandia, not maxed out every week, but at times it is. July 4<sup>th</sup> and Christmas it is full. On light days, 1 ton and ¼, heavy days 2-3 tons, packed out 3.5 tons.

[4:31:10 PM](#) Martinez, customer reviews, have you heard anything on customer reviews, wish they would pick up more things, like from house. Goitiandia, what he hears and sees, not had as many requests for that service. Right now, we are in waiting period, Idaho Solid Waste is redoing all of their recycling efforts, if they move forward, recycling will advance, dirty murf.

[4:35:21 PM](#) public comments for franchise agreement portion, no comments, PH 234.

[4:36:05 PM](#) **Husbands moves to approve Resolution 2024-076, Franchise Agreement for solid waste, amending the hold back provision, seconded by Stone. Motion passed with roll call vote; Stone, yes. Martinez, yes. Husbands, yes.**

[4:37:28 PM](#) **Martinez moves Resolution 2024-077 rate increase, Husbands seconds. Motion passed with roll call vote; Husbands, yes. Stone, yes. Martinez, yes.**

[4:38:13 PM](#) **Motion to direct staff to remit funds from hold back account to Clear Creek Disposal a reimbursement amount of \$105,062, Stone, seconds. Motion passed with roll call vote; Stone, yes. Martinez, yes. Husbands, yes.**

*PH 235 Consideration of a Final Plat Application by Dennis and Sheree Kavanagh wherein an existing building on Lots 1 & 22, Block 43, Woodside Subdivision #10 (1060 Mountain Drive) is*

*converted into condominium units via condominium subdivision plat. The existing building would be converted into six (6) commercial condominium units, ranging in size from 784 sq. ft. to 1,596 sq. ft. The parcel is located within the Light Industrial (LI) Zoning District. ACTION ITEM*

[4:39:44 PM](#) Kavanagh, Davis, tonight is the final plat application, Samantha Stahlenecker on the phone.

[4:40:39 PM](#) public comments, there are none.

[4:41:13 PM](#) Stone, in general conditions, numbers versus letters. Motion with number, representing a, b, c and k, items 1-4.

[4:42:15 PM](#) **Stone moves to approve final plat application, for Kavanagh, with conditions 1-4, Martinez, seconds. Motion passed with roll call vote; Husbands, yes. Martinez, yes. Stone, yes.**

#### **OLD BUSINESS:**

*OB 236 Motion to approve L2 form to certify Hailey City tax levy, as approved in Hailey's FY 2025 budget, to Blaine County Board of Commissioners and the Idaho State Tax Commission ACTION ITEM*

[4:43:27 PM](#) Horowitz, certifying tax levy every year.

[4:43:57 PM](#) **Martinez moves to approve L2 as presented, Husbands seconds. Motion passed with roll call vote; Husbands, yes. Stone, yes. Martinez, yes.**

*OB 237 2nd Reading of FY25 Appropriation Ordinance No. 1338 ACTION ITEM*

[4:44:26 PM](#) **Mayor Burke conducts 2<sup>nd</sup> Reading of Ordinance No. 1338, by title only.**

#### **STAFF REPORTS:**

[4:46:13 PM](#) Yeager, have Laurelwood paving project coming up in Woodside, will close the road for approximately 2 weeks.

[4:48:35 PM](#) Horowitz, URA under contract to buy a parking lot on River Street, paid alternative for apartments that have limited parking, 32 parking spaces, empty saddle and River on West side of road.

[4:49:40 PM](#) Davis AHPC, northern wall of Sturdevants's building, select artist for mural, agreement on future council agenda, middle of September.

**EXECUTIVE SESSION:** Pending & Imminently Likely Litigation (IC 74-206(1)(f)),

[4:50:56 PM](#) **Martinez moves to go into Executive Session to discuss Pending & Imminently Likely Litigation (IC 74-206(1)(f)) seconded by Husbands, motion passed with roll call vote; Husbands, yes. Stone, yes. Martinez, yes.**

Mayor and council go into Executive Session.

Mayor and council return and resume meeting. [4:58:53 PM](#)

**OLD BUSINESS:**

[4:59:25 PM](#) Simms gives and overview, Sarah and Jonathan Cardella, lawsuit, settlement agreement offered the night before trial was to start, by our insurance company. Final agreement is being finalized now.

[5:01:15 PM](#) Simms, suggests motion to approve Resolution 2024-078 to authorize the Mayor to sign agreement. **Martinez, moves to approve as stated by Simms, Husbands seconds. Motion passed with roll call vote; Husbands, yes. Stone, yes. Martinez, yes.**

[5:02:02 PM](#) With no further business, Martinez moves to adjourn, Husbands seconds, motion passed.



**Return to Agenda**

**AGENDA ITEM SUMMARY**

**DATE 09/09/2024      DEPARTMENT:** Finance & Records      **DEPT. HEAD SIGNATURE:** MHC

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**SUBJECT**

Council Approval of Claims costs incurred during the month of August 2024 that are set to be paid by contract for September 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
08/22/2024	CDPT	08/26/2024	83007	PERSI	7	-39,258.44
08/22/2024	CDPT	08/26/2024	83005	MOUNTAIN WEST BANK	8	-41,593.28
08/22/2024	CDPT	08/26/2024	58618	IDAHO STATE TAX COMMI	9	-5,835.00
08/22/2024	CDPT	08/26/2024	83006	Nationwide 457/Roth	34	-2,159.92
08/22/2024	CDPT	08/26/2024	58617	CHILD SUPPORT RECEIP	36	-493.94
08/22/2024	PC	08/29/2024	82924	CARRILLO-SALAS, DALIA	8209	-1,665.25
08/22/2024	PC	08/29/2024	82925	CONE, MARY M HILL	8009	-2,317.26
08/22/2024	PC	08/29/2024	82926	HOROWITZ, LISA	8049	-2,848.94
08/22/2024	PC	08/29/2024	82927	POMERLEAU, JENNIFER	8207	-1,484.35
08/22/2024	PC	08/29/2024	82928	STOKES, BECKY	8013	-2,445.43
08/22/2024	PC	08/29/2024	82929	TRAN, TUYEN	8205	-1,262.04
08/22/2024	PC	08/29/2024	82930	DAVIS, ROBYN K	8060	-2,437.08
08/22/2024	PC	08/29/2024	82931	DYER, ASHLEY MAUREEN	8401	-1,725.66
08/22/2024	PC	08/29/2024	82932	JOHNSON, MICHELE	8110	-547.15
08/22/2024	PC	08/29/2024	82933	PARKER, JESSICA L	8111	-1,870.92
08/22/2024	PC	08/29/2024	82934	RODRIGUE, EMILY THERE	8115	-1,783.67
08/22/2024	PC	08/29/2024	82935	BALEDGE, MICHAEL S	9054	-2,710.75
08/22/2024	PC	08/29/2024	82936	CHASE, AMANDA LUISE	9036	-1,179.84
08/22/2024	PC	08/29/2024	82937	DYM, JACOB W	9204	-210.09
08/22/2024	PC	08/29/2024	82938	EMERICK, DANIELLE A	9206	-1,725.10
08/22/2024	PC	08/29/2024	82939	ERVIN, CHRISTIAN C	8185	-1,453.45
08/22/2024	PC	08/29/2024	82940	GRANT, DARYL ERNEST	9126	-224.84
08/22/2024	PC	08/29/2024	82941	HAIRSTON, KEITH GUY	9025	-1,151.30
08/22/2024	PC	08/29/2024	82942	HERNANDEZ, ADAN	9027	-161.61
08/22/2024	PC	08/29/2024	82943	HOOVER, JAMES THOMA	9047	-1,917.42
08/22/2024	PC	08/29/2024	82944	MAYNE, EARL JAMES	9124	-686.83
08/22/2024	PC	08/29/2024	82945	SWENKE, JACKSON JOSE	9199	-325.71
08/22/2024	PC	08/29/2024	82946	CROTTY, JOSHUA M	8283	-1,422.71
08/22/2024	PC	08/29/2024	82947	DABNEY, LEE A DONAHUE	1008078	-1,500.43
08/22/2024	PC	08/29/2024	82948	DeKLOTZ, ELISE	8200	-605.00
08/22/2024	PC	08/29/2024	82949	DREWIEN, LYNETTE M	1008271	-1,970.24
08/22/2024	PC	08/29/2024	82950	FLETCHER, KRISTIN M	8122	-1,321.01
08/22/2024	PC	08/29/2024	82951	FORBIS, MICHAL J	8114	-1,413.91
08/22/2024	PC	08/29/2024	82952	GEORGIADES, EMMA ELIZ	8130	-192.08
08/22/2024	PC	08/29/2024	82953	HARDING, CHARLOTTE E	8293	-524.07
08/22/2024	PC	08/29/2024	82954	JACOBS, ELISE AURORA	8127	-120.05
08/22/2024	PC	08/29/2024	82955	JACOBS, MARY ELISE	8203	-263.20
08/22/2024	PC	08/29/2024	82956	JENSEN, CASSIDY RAE	8129	-707.61
08/22/2024	PC	08/29/2024	82957	MAXWELL, LAHELA HINAN	8124	-1,259.13
08/22/2024	PC	08/29/2024	82958	MENDEZ, ISAIAH ZYON	8298	-296.07
08/22/2024	PC	08/29/2024	82959	MOSQUEDA - CAMACHO,	8295	-344.24
08/22/2024	PC	08/29/2024	82960	PAYETTE, RUBY PK	8062	-566.53
08/22/2024	PC	08/29/2024	82961	PRIMROSE, LAURA A	8102	-1,316.74
08/22/2024	PC	08/29/2024	82962	STROPE, DENON MICHAEL	8101	-1,086.13
08/22/2024	PC	08/29/2024	82963	VAGIAS, BROOKE ELIZAB	8296	-237.19
08/22/2024	PC	08/29/2024	82964	MIRAVALL PINEDO, RODRI	8553	-694.82
08/22/2024	PC	08/29/2024	82965	SAVAGE, JAMES L	8204	-2,028.74
08/22/2024	PC	08/29/2024	82966	THORNQUEST, SHELLIE	8550	-759.66
08/22/2024	PC	08/29/2024	82967	AGUAYO, KENNETH	8220	-1,404.63
08/22/2024	PC	08/29/2024	82968	BALLIS, MORGAN RICHA	8213	-2,016.05
08/22/2024	PC	08/29/2024	82969	CERVANTES, GUSTAVO A	8215	-1,975.05
08/22/2024	PC	08/29/2024	82970	COX, CHARLES F	8161	-2,765.50
08/22/2024	PC	08/29/2024	82971	ENGLAND, STEVE J	8143	-3,202.54
08/22/2024	PC	08/29/2024	82972	JONES, KYLIE MELETIA	8155	-2,010.09

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Payee ID	Amount
08/22/2024	PC	08/29/2024	82973	LEOS, CHRISTINA M	8012	-2,052.33
08/22/2024	PC	08/29/2024	82974	LINDERMAN, JEREMIAH C	8163	-1,874.97
08/22/2024	PC	08/29/2024	82975	LUNA, JOSE	8145	-2,178.53
08/22/2024	PC	08/29/2024	82976	ORNELAS, MANUEL G	1008180	-2,125.27
08/22/2024	PC	08/29/2024	82977	OWENS, ERIC ODELL	8119	-1,987.43
08/22/2024	PC	08/29/2024	82978	PECK, TODD D	8167	-3,141.46
08/22/2024	PC	08/29/2024	82979	WELLS, PRESTON DANIE	8150	-2,182.81
08/22/2024	PC	08/29/2024	82980	WRIGLEY, GAVIN	8152	-2,678.45
08/22/2024	PC	08/29/2024	82981	ARELLANO, NANCY	8005	-1,309.77
08/22/2024	PC	08/29/2024	82982	MARES, MARIA C	8251	-1,330.31
08/22/2024	PC	08/29/2024	82983	WILLIAMS, EMILY ANNE	8023	-1,602.63
08/22/2024	PC	08/29/2024	82984	YEAGER, BRIAN D	8107	-2,543.18
08/22/2024	PC	08/29/2024	82985	AITKEN, TORIN ANDREW	8177	-1,629.10
08/22/2024	PC	08/29/2024	82986	DOMKE, RODNEY F	8097	-1,883.37
08/22/2024	PC	08/29/2024	82987	FISCUS, LAYNE THOMAS	8508	-1,423.63
08/22/2024	PC	08/29/2024	82988	HERNANDEZ, ADAN	8509	-1,215.39
08/22/2024	PC	08/29/2024	82989	JOHNSTON, JAIMEY P	8243	-2,218.37
08/22/2024	PC	08/29/2024	82990	PARKS, ALEXANDER MIC	8180	-1,841.13
08/22/2024	PC	08/29/2024	82991	SCHWARZ, STEPHEN K	8226	-2,582.86
08/22/2024	PC	08/29/2024	82992	WEST III, KINGSTON R	8234	-2,063.04
08/22/2024	PC	08/29/2024	82993	AMBRIZ, JOSE	7023	-3,526.59
08/22/2024	PC	08/29/2024	82994	BOWYER, DANIEL ALAN M	8289	-1,150.12
08/22/2024	PC	08/29/2024	82995	ELLSWORTH, BRYSON D	8285	-2,932.98
08/22/2024	PC	08/29/2024	82996	RACE, MICHAEL DENNIS	8070	-968.91
08/22/2024	PC	08/29/2024	82997	SHOTSWELL, DAVE O	7044	-2,253.74
08/22/2024	PC	08/29/2024	82998	WARD, NATHAN DANIEL	8287	-1,507.35
08/22/2024	PC	08/29/2024	82999	BALDWIN, MERRITT JAME	8286	-1,891.03
08/22/2024	PC	08/29/2024	83000	BALIS, MARVIN C	8225	-2,257.49
08/22/2024	PC	08/29/2024	83001	GARRISON, SHANE	1008048	-1,924.47
08/22/2024	PC	08/29/2024	83002	HOLTZEN, KURTIS L	8072	-2,160.66
08/22/2024	PC	08/29/2024	83003	PETERSON, TRAVIS T	8121	-1,434.45
08/22/2024	PC	08/29/2024	83004	VINCENT, BRIAN A	1008071	-1,702.02
Grand Totals:						<u>-217,052.53</u>
			<u>86</u>			

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>											
458543	1	Service for August 2024 - Admin	Invoice	09/01/2024	09/09/2024	81.30	81.30	100-15-41713		924	1
458543	2	Service for August 2024 - Admin	Invoice	09/01/2024	09/09/2024	81.30	81.30	200-15-41713		924	1
458543	3	Service for August 2024 - Admin	Invoice	09/01/2024	09/09/2024	81.30	81.30	210-15-41713		924	1
458543	4	Service for August 2024 - CD	Invoice	09/01/2024	09/09/2024	121.95	121.95	100-20-41713		924	1
458543	5	Service for August 2024 - PW	Invoice	09/01/2024	09/09/2024	20.33	20.33	100-42-41713		924	1
458543	6	Service for August 2024 - PW	Invoice	09/01/2024	09/09/2024	20.33	20.33	200-42-41713		924	1
458543	7	Service for August 2024 - PW	Invoice	09/01/2024	09/09/2024	20.32	20.32	210-42-41713		924	1
458543	8	Service for August 2024 - WW	Invoice	09/01/2024	09/09/2024	243.90	243.90	210-70-41713		924	1
458543	9	Service for August 2024 - W	Invoice	09/01/2024	09/09/2024	121.95	121.95	200-60-41713		924	1
458543	10	Service for August 2024 - HFD	Invoice	09/01/2024	09/09/2024	121.95	121.95	100-55-41713		924	1
458543	11	Service for August 2024 - Library	Invoice	09/01/2024	09/09/2024	365.85	365.85	100-45-41713		924	1
458543	12	Service for August 2024 - Parks	Invoice	09/01/2024	09/09/2024	30.49	30.49	100-50-41713		924	1
458543	13	Service for August 2024 - HPD	Invoice	09/01/2024	09/09/2024	274.39	274.39	100-25-41713		924	1
458543	14	Service for August 2024 - Street	Invoice	09/01/2024	09/09/2024	91.44	91.44	100-40-41713		924	1
Total 4683 8X8 INC:						1,676.80	1,676.80				
<b>6555 ALLMAX SOFTWARE LLC</b>											
27984	1	ALLMAX OP10 SW ANL SUBS X3 LIC.	Invoice	06/04/2024	09/09/2024	3,030.00	3,030.00	210-70-41325		924	1
Total 6555 ALLMAX SOFTWARE LLC:						3,030.00	3,030.00				
<b>6582 ALTURAS PROPERTY MANAGMENT</b>											
12	1	July 2024 library cleaning	Invoice	08/10/2024	09/09/2024	2,750.00	2,750.00	100-45-41413		924	1
Total 6582 ALTURAS PROPERTY MANAGMENT:						2,750.00	2,750.00				
<b>1913 AMAZON CAPITAL SERVICES</b>											
113-95	1	So All Can Read Grant - eyeglass readers for patrons	Invoice	08/26/2024	09/09/2024	95.94	95.94	100-45-41549	23.45.0005.1	924	1
1199-P	1	teen program supplies	Invoice	08/27/2024	09/09/2024	49.16	49.16	100-45-41326		924	1
13QK-	1	STICKEY NOTES AND PAPER CUTTER	Invoice	08/25/2024	09/09/2024	38.72	38.72	100-25-41211		924	1
194W-	1	Hispanic Heritage Mth supplies	Invoice	08/26/2024	09/09/2024	383.80	383.80	100-45-41326		924	1
1C4G-L	1	Youth supplies	Invoice	08/19/2024	09/09/2024	39.75	39.75	100-45-41215		924	1
1C6V-4	1	COMP YARD WASTE BAGS 1BX	Invoice	08/29/2024	09/09/2024	129.95	129.95	100-50-41405		924	1
1D76-N	1	TICKET PAPER AND GLOVES	Invoice	08/12/2024	09/09/2024	107.31	107.31	100-25-41211		924	1
1LGV-9	1	WASTEWATER EXAM PREP BOOKS WW	Invoice	07/02/2024	09/09/2024	471.71	471.71	210-70-41723		924	1
1LMHH	1	Office Supplies-Pens, BL/CO/Alc Cert Paper	Invoice	08/15/2024	09/09/2024	178.52	178.52	100-20-41211		924	1

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period	Separate Check
Total 1913 AMAZON CAPITAL SERVICES:						1,494.86	1,494.86				
<b>5727 AMERICAN VAC SERVICES LLC</b>											
2024.0	1	ATKINSONS ALLEYWAY	Invoice	07/24/2024	09/09/2024	2,000.00	2,000.00	100-40-41403		924	1
Total 5727 AMERICAN VAC SERVICES LLC:						2,000.00	2,000.00				
<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	08/23/2024	09/09/2024	344.72	344.72	200-60-41713		924	1
Total 6917 AT&T MOBILITY LLC:						344.72	344.72				
<b>375 ATKINSON'S MARKET</b>											
000204	1	TCW & CH CLN SUPPLIES	Invoice	09/03/2024	09/09/2024	6.38	6.38	100-42-41413		924	1
000204	2	TCW & CH CLN SUPPLIES	Invoice	09/03/2024	09/09/2024	6.38	6.38	200-42-41413		924	1
000204	3	TCW & CH CLN SUPPLIES	Invoice	09/03/2024	09/09/2024	6.39	6.39	210-42-41413		924	1
Total 375 ATKINSON'S MARKET:						19.15	19.15				
<b>4214 B&amp;G DIRTWORKS, LLC</b>											
21302	1	TCW NAME SIGN	Invoice	08/26/2024	09/09/2024	2,400.00	2,400.00	120-50-41549	22.50.0001.1	924	1
Total 4214 B&G DIRTWORKS, LLC:						2,400.00	2,400.00				
<b>4290 BALIS, COLE</b>											
46HD2	1	REIMB FOR BACKFLOW LIC. RENWL	Invoice	08/28/2024	09/09/2024	30.00	30.00	200-60-41723		924	1
46HD2	2	REIMBFOR DRINKING WATER LIC. RENWL	Invoice	08/28/2024	09/09/2024	30.00	30.00	200-60-41723		924	1
BACKF	1	BACKFLOW RECERT - PER DIEM	Invoice	08/27/2024	09/09/2024	111.00	111.00	200-60-41724		924	1
EDWS	1	EDWS Plan Workshop Per Diem	Invoice	08/22/2024	09/09/2024	18.00	18.00	200-15-41723		924	1
Total 4290 BALIS, COLE:						189.00	189.00				
<b>6488 BALLIS, MORGAN RICHARD</b>											
4W730	1	REIMB FOR FLIGHT - NASRO SRO COURSE	Invoice	06/23/2024	09/09/2024	391.93	391.93	100-25-41724		924	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 6488 BALLIS, MORGAN RICHARD:						391.93	391.93				
<b>5232 BEST WEST. VISTA INN &amp; AIRPORT</b>											
436183	1	Hotel Stay for backflow recert - Balis	Invoice	07/10/2024	09/09/2024	130.00	130.00	200-60-41724		924	1
Total 5232 BEST WEST. VISTA INN & AIRPORT:						130.00	130.00				
<b>50658 BREVITY PROPERTIES</b>											
CR RE	1	CR REF - 2447 GRANGE WY	Invoice	08/29/2024	09/09/2024	8.06	8.06	100-00-15110		924	1
Total 50658 BREVITY PROPERTIES:						8.06	8.06				
<b>2326 CDW GOVERNMENT</b>											
AA2WV	1	Computer Backup Battery	Invoice	08/12/2024	09/09/2024	596.57	596.57	100-55-41405		924	1
Total 2326 CDW GOVERNMENT:						596.57	596.57				
<b>6056 CENTURY LINK</b>											
08/22/2	1	9814 260B	Invoice	08/22/2024	09/09/2024	109.36	109.36	100-15-41713		924	1
08/22/2	2	9814 260B	Invoice	08/22/2024	09/09/2024	109.36	109.36	200-15-41713		924	1
08/22/2	3	9814 260B	Invoice	08/22/2024	09/09/2024	109.36	109.36	210-15-41713		924	1
08/22/2	4	9814 260B	Invoice	08/22/2024	09/09/2024	109.36	109.36	100-25-41713		924	1
08/22/2	5	9814 260B	Invoice	08/22/2024	09/09/2024	109.36	109.36	100-20-41713		924	1
08/22/2	6	9814 260B- 33.33%	Invoice	08/22/2024	09/09/2024	36.45	36.45	100-42-41713		924	1
08/22/2	7	9814 260B- 33.33%	Invoice	08/22/2024	09/09/2024	36.45	36.45	200-42-41713		924	1
08/22/2	8	9814 260B- 33.33%	Invoice	08/22/2024	09/09/2024	36.45	36.45	210-42-41713		924	1
08/22/2	9	2211-125b treatment plant	Invoice	08/22/2024	09/09/2024	77.26	77.26	210-70-41713		924	1
08/22/2	10	2211-125B Water Dept	Invoice	08/22/2024	09/09/2024	77.26	77.26	200-60-41713		924	1
08/22/2	11	3147 220B HFD	Invoice	08/22/2024	09/09/2024	88.07	88.07	100-55-41713		924	1
08/22/2	12	6566 569B Police Dept	Invoice	08/22/2024	09/09/2024	100.01	100.01	100-25-41713		924	1
08/22/2	13	5965-737B STREET SHOP	Invoice	08/22/2024	09/09/2024	83.02	83.02	100-40-41713		924	1
Total 6056 CENTURY LINK:						1,081.77	1,081.77				
<b>50659 CHRISTOPHER QUINN</b>											
CR RE	1	CR REF - 310 ALDER ST	Invoice	09/04/2024	09/09/2024	775.08	775.08	100-00-15110		924	1
Total 50659 CHRISTOPHER QUINN:						775.08	775.08				



Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period	Separate Check
<b>2652 CIMCO-GC SYSTEMS, LLC</b>											
6112	1	REBUILD ALL PRV AND PARTS	Invoice	08/01/2024	09/09/2024	22,837.00	22,837.00	200-60-41401		924	1
Total 2652 CIMCO-GC SYSTEMS, LLC:						22,837.00	22,837.00				
<b>5702 CINTAS</b>											
419919	1	UNIFORM SERVICES STS	Invoice	07/17/2024	09/09/2024	90.44	90.44	100-40-41703		924	1
419988	1	UNIFORM SERVICES STS	Invoice	07/24/2024	09/09/2024	87.76	87.76	100-40-41703		924	1
420060	1	UNIFORM SERVICES STS	Invoice	07/31/2024	09/09/2024	87.76	87.76	100-40-41703		924	1
420134	1	UNIFORM SERVICES WW	Invoice	08/07/2024	09/09/2024	195.00	195.00	210-70-41703		924	1
420134	1	UNIFORM SERVICES STS	Invoice	08/07/2024	09/09/2024	87.77	87.77	100-40-41703		924	1
420202	1	UNIFORM SERVICES WW	Invoice	08/14/2024	09/09/2024	195.00	195.00	210-70-41703		924	1
420202	1	UNIFORM SERVICES STS	Invoice	08/14/2024	09/09/2024	87.77	87.77	100-40-41703		924	1
420274	1	UNIFORM SERVICES WW	Invoice	08/21/2024	09/09/2024	195.00	195.00	210-70-41703		924	1
420274	1	UNIFORM SERVICES STS	Invoice	08/21/2024	09/09/2024	87.77	87.77	100-40-41703		924	1
420348	1	UNIFORM SERVICES WW	Invoice	08/28/2024	09/09/2024	195.00	195.00	210-70-41703		924	1
522650	1	FIRST AID AND CABINET RESTOCK WW	Invoice	08/22/2024	09/09/2024	29.45	29.45	210-70-41413		924	1
928628	1	AED LEASE FOR WRF WW	Invoice	08/31/2024	09/09/2024	126.00	126.00	210-70-41413		924	1
Total 5702 CINTAS:						1,464.72	1,464.72				
<b>644 CITY OF HAILEY PETTY CASH</b>											
950551	1	# POSTAGE	Invoice	08/13/2024	09/09/2024	10.60	10.60	100-25-41213		924	1
950551	1	# POSTAGE	Invoice	08/12/2024	09/09/2024	10.60	10.60	100-25-41213		924	1
950551	1	# POSTAGE	Invoice	08/12/2024	09/09/2024	10.60	10.60	100-25-41213		924	1
950551	1	WATCHGUARD DISC SENT TO ICE AGENT	Invoice	09/03/2024	09/09/2024	9.85	9.85	100-25-41213		924	1
Total 644 CITY OF HAILEY PETTY CASH:						41.65	41.65				
<b>670 CITY OF HAILEY W&amp;S DEPT</b>											
AUGUS	1	CITY OF HAILEY - STREET SHOP	Invoice	08/01/2024	09/09/2024	2,792.16	2,792.16	100-40-41717		924	1
AUGUS	2	INTER CENTER	Invoice	08/01/2024	09/09/2024	94.66	94.66	100-10-41717		924	1
AUGUS	3	TOWN CENTER WEST	Invoice	08/01/2024	09/09/2024	12.14	12.14	100-50-41718		924	1
AUGUS	4	RODEO FROST	Invoice	08/01/2024	09/09/2024	33.63	33.63	100-50-41617		924	1
AUGUS	5	RODEO PARK	Invoice	08/01/2024	09/09/2024	76.07	76.07	100-50-41617		924	1
AUGUS	6	CITY HALL	Invoice	08/01/2024	09/09/2024	115.93	115.93	100-42-41717		924	1
AUGUS	7	CITY HALL	Invoice	08/01/2024	09/09/2024	115.93	115.93	200-42-41717		924	1
AUGUS	8	CITY HALL	Invoice	08/01/2024	09/09/2024	115.94	115.94	210-42-41717		924	1
AUGUS	9	FIRE DEPARTMENT	Invoice	08/01/2024	09/09/2024	72.03	72.03	100-55-41717		924	1
AUGUS	10	TREATMENT PL	Invoice	08/01/2024	09/09/2024	105.85	105.85	200-60-41717		924	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
AUGUS	11	TREATMENT PL	Invoice	08/01/2024	09/09/2024	105.84	105.84	210-70-41717		924	1
AUGUS	12	POLICE DEPT	Invoice	08/01/2024	09/09/2024	96.81	96.81	100-25-41717		924	1
AUGUS	13	IRRIGATION	Invoice	08/01/2024	09/09/2024	29,143.56	29,143.56	100-50-41717		924	1
Total 670 CITY OF HAILEY W&S DEPT:						32,880.55	32,880.55				
<b>22457 CLEAR CREEK DISPOSAL, INC.</b>											
000174	1	SOFTBALL EVENT NELSON FIELD	Invoice	08/01/2024	09/09/2024	359.67	359.67	100-25-41711		924	1
000175	1	CC HOLD BACK TRUST	Invoice	08/30/2024	09/09/2024	105,062.00	105,062.00	100-00-20515		924	1
AUGUS	1	FRANCHISE FEE - AUGUST 2024	Invoice	08/01/2024	09/09/2024	162,500.00	162,500.00	100-00-20515		924	2
Total 22457 CLEAR CREEK DISPOSAL, INC.:						267,921.67	267,921.67				
<b>3622 CLEAR SOLUTIONS ENGINEERING</b>											
419	1	419 WATER SYSTEMS FPS	Invoice	08/15/2024	09/09/2024	5,887.00	5,887.00	200-60-41313	23.60.0001.1	924	1
420	1	420 SUNBEAM WELL - PREP PLANS, BID SCHED.	Invoice	08/15/2024	09/09/2024	1,165.00	1,165.00	200-60-41513	21.60.0001.1	924	1
Total 3622 CLEAR SOLUTIONS ENGINEERING:						7,052.00	7,052.00				
<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>337 COPY &amp; PRINT LLC</b>											
2377	1	W. LAURELWOOD NOTICES	Invoice	08/22/2024	09/09/2024	91.25	91.25	100-40-41323		924	1
2383	1	W. LAURELWOOD A FRAMES	Invoice	08/22/2024	09/09/2024	312.25	312.25	100-40-41323		924	1
Total 337 COPY & PRINT LLC:						403.50	403.50				
<b>972 COX COMMUNICATIONS</b>											
08/17/2	1	001 2401 038676401 WASTEWATER	Invoice	08/17/2024	09/09/2024	78.99	78.99	210-70-41713		924	1
08/17/2	2	001 2401 038676401 WATER	Invoice	08/17/2024	09/09/2024	78.99	78.99	200-60-41713		924	1
08/23/2	1	0205236602 STREET	Invoice	08/23/2024	09/09/2024	167.74	167.74	100-40-41713		924	1
08/23/2	2	027815002 Library	Invoice	08/23/2024	09/09/2024	183.46	183.46	100-45-41713		924	1
Total 972 COX COMMUNICATIONS:						509.18	509.18				
<b>663 D&amp;B SUPPLY</b>											
8655	1	MAINT SUPPLIES, UTIL CART	Invoice	08/16/2024	09/09/2024	1,069.92	1,069.92	100-50-41403		924	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 663 D&B SUPPLY:						1,069.92	1,069.92				
<b>6877 D.O.P.L</b>											
AUGUS	1	BUILDING PERMIT & FEES AUGUST 2024	Invoice	09/05/2024	09/09/2024	13,292.49	13,292.49	100-00-20325		924	1
Total 6877 D.O.P.L:						13,292.49	13,292.49				
<b>388 DAY WIRELESS SYSTEMS</b>											
INV824	1	HPD2 NOT ENOUGH PWR HPD4 NEEDS CALIBR.	Invoice	05/08/2024	09/09/2024	108.75	108.75	100-25-41417		924	1
Total 388 DAY WIRELESS SYSTEMS:						108.75	108.75				
<b>50657 Direct Diesel Repair LLC</b>											
INV-01	1	Brake Repair Service Call E-513	Invoice	08/22/2024	09/09/2024	1,503.00	1,503.00	100-55-41415		924	1
Total 50657 Direct Diesel Repair LLC:						1,503.00	1,503.00				
<b>5021 EC ELECTRIC</b>											
WO-09	1	WC POLE LIGHTS TROUBLESHOOT	Invoice	06/25/2024	09/09/2024	520.25	520.25	100-50-41603		924	1
WO-09	1	MCKERCHER RECEPTACLES	Invoice	07/03/2024	09/09/2024	679.68	679.68	100-50-41325		924	1
WO-09	1	JIMMY'S GFCI BREAKER	Invoice	07/13/2024	09/09/2024	1,045.66	1,045.66	100-50-41325		924	1
Total 5021 EC ELECTRIC:						2,245.59	2,245.59				
<b>1041 ELECTRIC 1 WEST INC</b>											
05553	1	UVT PROBE WARRANTY WW	Invoice	06/06/2024	09/09/2024	1,865.00	1,865.00	210-70-41401		924	1
05555	1	WRF LIGHTS WW	Invoice	06/06/2024	09/09/2024	1,693.49	1,693.49	210-70-41419		924	1
Total 1041 ELECTRIC 1 WEST INC:						3,558.49	3,558.49				
<b>1636 ELEVATION BUILDERS</b>											
24-004	1	REIMB - HAILEY CLEAN ENERGY REBATE	Invoice	09/04/2024	09/09/2024	1,250.00	1,250.00	100-00-20326		924	1
720	1	TCW REno	Invoice	08/30/2024	09/09/2024	74,148.75	74,148.75	120-50-41549	22.50.0001.1	924	1
Total 1636 ELEVATION BUILDERS:						75,398.75	75,398.75				
<b>171 FERGUSON WATERWORKS #1701</b>											
089572	1	FIRE HYDRANT REPAIR PARTS	Invoice	08/16/2024	09/09/2024	1,555.72	1,555.72	200-60-41403		924	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 171 FERGUSON WATERWORKS #1701:						1,555.72	1,555.72				
<b>1464 FISHER'S FINANCE INC</b>											
372813	1	Copier Contract 08.20.24-09.19.24	Invoice	08/22/2024	09/09/2024	243.60	243.60	100-45-41323		924	1
Total 1464 FISHER'S FINANCE INC:						243.60	243.60				
<b>6937 FITZGERALD, JORDAN</b>											
P&Z A	1	PZ August	Invoice	09/04/2024	09/09/2024	200.00	200.00	100-10-41313		924	1
P&Z A	2	1 PZ Stipend	Invoice	09/04/2024	09/09/2024	100.00	100.00	200-10-41313		924	1
P&Z A	3	2 PZ Stipend	Invoice	09/04/2024	09/09/2024	100.00	100.00	210-10-41313		924	1
P&Z A	4	PZ 9/3/24	Invoice	09/04/2024	09/09/2024	100.00	100.00	100-10-41313		924	1
P&Z A	5	1 PZ Stipend	Invoice	09/04/2024	09/09/2024	50.00	50.00	200-10-41313		924	1
P&Z A	6	2 PZ Stipend	Invoice	09/04/2024	09/09/2024	50.00	50.00	210-10-41313		924	1
Total 6937 FITZGERALD, JORDAN:						600.00	600.00				
<b>5909 FUGATE, JANET</b>											
P&Z A	1	P&Z Stipend August	Invoice	06/05/1973	09/09/2024	200.00	200.00	100-10-41313		924	1
P&Z A	2	1 PZ Stipend	Invoice	06/05/1973	09/09/2024	100.00	100.00	200-10-41313		924	1
P&Z A	3	2 PZ Stipend	Invoice	06/05/1973	09/09/2024	100.00	100.00	210-10-41313		924	1
P&Z A	4	P&Z Stipend 9/3/24	Invoice	06/05/1973	09/09/2024	100.00	100.00	100-10-41313		924	1
P&Z A	5	1 PZ Stipend	Invoice	06/05/1973	09/09/2024	50.00	50.00	200-10-41313		924	1
P&Z A	6	2 PZ Stipend	Invoice	06/05/1973	09/09/2024	50.00	50.00	210-10-41313		924	1
Total 5909 FUGATE, JANET:						600.00	600.00				
<b>101 GALENA-BENCHMARK ENGINEERING</b>											
0824-1	1	TRUCK FILL AS-BUILT SUBMITTAL	Invoice	07/25/2024	09/09/2024	330.00	330.00	200-60-41401		924	1
Total 101 GALENA-BENCHMARK ENGINEERING:						330.00	330.00				
<b>369 GEM STATE WELDERS SUPPLY INC.</b>											
223195	1	TANK RENTAL FEES WW	Invoice	06/30/2024	09/09/2024	65.10	65.10	210-70-41775		924	1
E27485	1	55 GALLON DRUM CL2 NORTHRIDGE	Invoice	08/15/2024	09/09/2024	316.00	316.00	200-60-41791		924	1
Total 369 GEM STATE WELDERS SUPPLY INC.:						381.10	381.10				

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>2134 GEOBILITY LLC</b>											
1081	1	GIS Serv. Aug 2024 CDD	Invoice	09/01/2024	09/09/2024	300.00	300.00	100-20-41313		924	1
1082	1	PROF. GIS SERVICES AUG 2024 PW	Invoice	09/01/2024	09/09/2024	125.00	125.00	100-42-41313		924	1
1082	2	PROF. GIS SERVICES AUG 2024 PW	Invoice	09/01/2024	09/09/2024	125.00	125.00	200-42-41313		924	1
1082	3	PROF. GIS SERVICES AUG 2024 PW	Invoice	09/01/2024	09/09/2024	125.00	125.00	210-42-41313		924	1
1082	4	PROF. GIS SERVICES AUG 2024 W	Invoice	09/01/2024	09/09/2024	87.50	87.50	200-60-41313		924	1
1082	5	PROF. GIS SERVICES AUG 2024 WW	Invoice	09/01/2024	09/09/2024	87.50	87.50	210-70-41313		924	1
1082	6	PROF. GIS SERVICES AUG 2024 W	Invoice	09/01/2024	09/09/2024	5,925.00	5,925.00	200-60-41313		924	1
Total 2134 GEOBILITY LLC:						6,775.00	6,775.00				
<b>50537 GRAY, CAROLYN</b>											
CR RE	1	CREDIT REFUND - 660 CON VIRGINIA	Invoice	01/03/2023	01/09/2023	159.84	159.84	100-00-15110		123	1
CR RE		Chk No: 54785 (1)	Calculated	01/09/2023			159.84	1000020301		123	1
CR RE		Chk No: 54785 (1)	Calculated	09/03/2024			159.84	1000020301		123	1
Total 50537 GRAY, CAROLYN:						159.84	159.84				
<b>1850 GREAT AMERICA FINANCIAL SERVICES</b>											
371155	1	09/2024	Invoice	07/30/2024	09/09/2024	124.00	124.00	100-20-41323		924	1
373297	1	10/2024	Invoice	08/29/2024	09/09/2024	150.00	150.00	100-20-41323		924	1
Total 1850 GREAT AMERICA FINANCIAL SERVICES:						274.00	274.00				
<b>658 HAILEY CHAMBER OF COMMERCE</b>											
JULY 2	1	CHAMBER LOT EXPENSES JULY 2024	Invoice	09/04/2024	09/09/2024	7,559.60	7,559.60	100-10-41707		924	1
Total 658 HAILEY CHAMBER OF COMMERCE:						7,559.60	7,559.60				
<b>1159 HALES ENGINEERING</b>											
2024-7	1	BROADFORD/CEDAR & HWY 75 INT TRAFFIC STU	Invoice	07/16/2024	09/09/2024	2,400.00	2,400.00	120-40-41547		924	1
Total 1159 HALES ENGINEERING:						2,400.00	2,400.00				
<b>671 IDAHO LUMBER &amp; HARDWARE</b>											
1011	1	H PORTER REPAIR SUPPLIES	Invoice	08/23/2024	09/09/2024	32.17	32.17	100-50-41405		924	1
1016	1	mAINT TRIMMERHEAD	Invoice	08/23/2024	09/09/2024	36.99	36.99	100-50-41405		924	1
1198	1	LAURELWOOD SIGN WEATHERPROOF	Invoice	08/26/2024	09/09/2024	19.50	19.50	100-40-41405		924	1
1233	1	H PORTER REPAIR SUPPLIES	Invoice	08/26/2024	09/09/2024	31.86	31.86	100-50-41405		924	1
1409	1	SCREWS AND SEALANT FOR REGULATOR	Invoice	08/27/2024	09/09/2024	24.98	24.98	200-60-41413		924	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
1441	1	CUTTING WHEELS FOR THE GRINDER	Invoice	08/27/2024	09/09/2024	11.98	11.98	200-60-41405		924	1
1525	1	BLUE BOARD	Invoice	08/28/2024	09/09/2024	125.08	125.08	200-60-41403		924	1
1530	1	H PORTER REPAIR SUPPLIES	Invoice	08/28/2024	09/09/2024	27.28	27.28	100-50-41405		924	1
1603	1	H PORTER REPAIR SUPPLIES	Invoice	08/28/2024	09/09/2024	46.99	46.99	100-50-41405		924	1
1883	1	H PORTER REPAIR SUPPLIES	Invoice	08/30/2024	09/09/2024	82.34	82.34	100-50-41405		924	1
381	1	HOSE CLAMPS FOR CL2 PUMP	Invoice	08/19/2024	09/09/2024	11.96	11.96	200-60-41405		924	1
485	1	WASP FOAM	Invoice	08/20/2024	09/09/2024	9.99	9.99	100-50-41405		924	1
527	1	H PORTER REPAIR SUPPLIES	Invoice	08/20/2024	09/09/2024	26.69	26.69	100-50-41405		924	1
62	1	PVC PIPE FOR CL2 PUMP	Invoice	08/15/2024	09/09/2024	9.99	9.99	200-60-41405		924	1
638426	1	H PORTER REPAIR SUPPLIES	Invoice	08/30/2024	09/09/2024	295.00	295.00	100-50-41405		924	1
757	1	H PORTER REPAIR SUPPLIES	Invoice	08/21/2024	09/09/2024	46.99	46.99	100-50-41405		924	1
773	1	TREE TRIMMING DIAB	Invoice	08/21/2024	09/09/2024	30.98	30.98	100-40-41405		924	1
798	1	H PORTER REPAIR SUPPLIES	Invoice	08/21/2024	09/09/2024	75.94	75.94	100-50-41405		924	1
904	1	H PORTER REPAIR SUPPLIES	Invoice	08/22/2024	09/09/2024	28.59	28.59	100-50-41405		924	1
927	1	EXTENTION CORD FOR RIVER ST. POWER OUTA	Invoice	08/22/2024	09/09/2024	143.99	143.99	200-60-41405		924	1
999748	1	TOOL ORGINIZER TK#6037	Invoice	08/13/2024	09/09/2024	89.97	89.97	200-60-41405		924	1
999748	2	ELECTRICAL PARTS	Invoice	08/13/2024	09/09/2024	46.94	46.94	200-60-41413		924	1
999750	1	TOOL ORGINIZER TK#6039	Invoice	08/13/2024	09/09/2024	49.99	49.99	200-60-41405		924	1
999926	1	TUBING FOR CL2 PUMP	Invoice	08/14/2024	09/09/2024	23.88	23.88	200-60-41405		924	1

Total 671 IDAHO LUMBER & HARDWARE:

1,330.07 1,330.07

**22433 IDAHO POWER**

08/16/2	1	IP 2204414540 - STREET LIGHTS	Invoice	08/16/2024	09/09/2024	158.68	158.68	100-40-41717		924	1
08/16/2	2	IP 2204935643 - 1811 MERLIN LP	Invoice	08/16/2024	09/09/2024	563.14	563.14	100-40-41717		924	1
08/16/2	3	IP 2204935643 - 617 3rd Ave S	Invoice	08/16/2024	09/09/2024	320.64	320.64	100-55-41717		924	1
08/16/2	4	IP 2204935643 - 116 River St.	Invoice	08/16/2024	09/09/2024	114.48	114.48	100-50-41718		924	1
08/16/2	5	ip 2204935643 - 7 Croy St.	Invoice	08/16/2024	09/09/2024	879.16	879.16	100-45-41717		924	1
08/16/2	6	IP 2204935643 - 115 Main St 2nd Floor	Invoice	08/16/2024	09/09/2024	222.94	222.94	100-42-41717		924	1
08/16/2	7	IP 2204935643 - 115 Main St 2nd Floor	Invoice	08/16/2024	09/09/2024	222.94	222.94	200-42-41717		924	1
08/16/2	8	IP 2204935643 - 115 Main St 2nd Floor	Invoice	08/16/2024	09/09/2024	222.93	222.93	210-42-41717		924	1
08/16/2	9	IP 2204637769 WW	Invoice	08/16/2024	09/09/2024	15,691.17	15,691.17	210-70-41717		924	1
08/16/2	10	IP2207611134 Street - 89 Croy Rd	Invoice	08/16/2024	09/09/2024	25.59	25.59	100-40-41715		924	1
08/16/2	11	IP 2220558908 - Park Heagle Park/1151 War Eagle	Invoice	08/16/2024	09/09/2024	26.34	26.34	100-40-41717		924	1

Total 22433 IDAHO POWER:

18,448.01 18,448.01

**50329 IMPACT AUTO BODY**

6715	1	RN# 6715 - 2023 FORD INTERCPTR	Invoice	05/29/2024	09/09/2024	3,000.00	3,000.00	100-25-41415		924	1
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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
Total 50329 IMPACT AUTO BODY:						3,000.00	3,000.00				
<b>612 INGRAM BOOK COMPANY</b>											
832395	1	SoAllCanRead Grant book purchase 0816	Invoice	08/16/2024	09/09/2024	100.80	100.80	100-45-41549	23.45.0005.1	924	1
833578	1	SIAllCanRead Grant book purchase 0823	Invoice	08/23/2024	09/09/2024	54.24	54.24	100-45-41549	23.45.0005.1	924	1
AUGUS	1	Ingram MSD Collection August 2024	Invoice	08/02/2024	09/09/2024	2,401.10	2,401.10	100-45-41535		924	1
Total 612 INGRAM BOOK COMPANY:						2,556.14	2,556.14				
<b>229 INTEGRATED TECHNOLOGIES</b>											
247314	1	Sharp/BP-70M55 Pntr 9/5/24-10/4/24	Invoice	09/03/2024	09/09/2024	9.18	9.18	100-15-41323		924	1
247314	2	Sharp/BP-70M55 Pntr 9/5/24-10/4/24	Invoice	09/03/2024	09/09/2024	9.18	9.18	200-15-41323		924	1
247314	3	Sharp/BP-70M55 Pntr 9/5/24-10/4/24	Invoice	09/03/2024	09/09/2024	9.18	9.18	210-15-41323		924	1
Total 229 INTEGRATED TECHNOLOGIES:						27.54	27.54				
<b>384 INTERMOUNTAIN GAS COMPANY</b>											
08/23/2	1	536199 P/W 33.3%	Invoice	08/23/2024	09/09/2024	2.58	2.58	100-42-41717		924	1
08/23/2	2	536199 P/W 33.3%	Invoice	08/23/2024	09/09/2024	2.57	2.57	200-42-41717		924	1
08/23/2	3	536199 P/W 33.3%	Invoice	08/23/2024	09/09/2024	2.57	2.57	210-42-41717		924	1
08/23/2	4	536199 LIBRARY	Invoice	08/23/2024	09/09/2024	7.73	7.73	100-45-41717		924	1
08/23/2	5	520352 PW 1241 WAR EAGLE	Invoice	08/23/2024	09/09/2024	15.45	15.45	100-50-41717		924	1
08/23/2	6	223166 4297 Glenbrook Shop	Invoice	08/23/2024	09/09/2024	15.45	15.45	210-70-41717		924	1
08/23/2	7	629802, HPD 311 E Cedar	Invoice	08/23/2024	09/09/2024	19.50	19.50	100-25-41717		924	1
08/23/2	8	517964 Woodside Treatment Plant	Invoice	08/23/2024	09/09/2024	22.21	22.21	210-70-41717		924	1
08/23/2	9	223157 4297 Glenbrook A	Invoice	08/23/2024	09/09/2024	20.18	20.18	210-70-41717		924	1
08/23/2	10	meter 634547 4297 Glenbrook Bio-Solids	Invoice	08/23/2024	09/09/2024	20.86	20.86	210-70-41717		924	1
08/23/2	11	475252 WW Treatment Plant	Invoice	08/23/2024	09/09/2024	16.12	16.12	210-70-41717		924	1
08/23/2	12	629797 ST. 1811 merlin lp	Invoice	08/23/2024	09/09/2024	21.54	21.54	100-40-41717		924	1
08/23/2	13	518056 AD 116 S. River St	Invoice	08/23/2024	09/09/2024	15.45	15.45	100-50-41718		924	1
08/23/2	14	475481 HFD 617 S 3rd Ave	Invoice	08/23/2024	09/09/2024	22.90	22.90	100-55-41717		924	1
Total 384 INTERMOUNTAIN GAS COMPANY:						205.11	205.11				
<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
CM318	1	HOSE PROTECTOR RETURN	Invoice	04/16/2024	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
Total 50395 JACKSON GROUP PETERBILT, INC:						.00	.00				
<b>345 JACOBS ENGINEERING GROUP INC</b>											
D37536	1	August Comp Plan	Invoice	09/02/2024	09/09/2024	5,951.46	5,951.46	120-10-41549	24.20.0002.1	924	1
Total 345 JACOBS ENGINEERING GROUP INC:						5,951.46	5,951.46				
<b>330 JANE'S ARTIFACTS</b>											
062999	1	SHIPPING LABELS	Invoice	08/20/2024	09/09/2024	19.58	19.58	100-25-41211		924	1
063003	1	YSD storytime supplies	Invoice	08/21/2024	09/09/2024	3.99	3.99	100-45-41215		924	1
063004	1	office supplies library	Invoice	08/21/2024	09/09/2024	14.40	14.40	100-45-41215		924	1
063027	1	POWER DUSTER	Invoice	08/26/2024	09/09/2024	11.99	11.99	100-25-41211		924	1
Total 330 JANE'S ARTIFACTS:						49.96	49.96				
<b>1065 JOE'S BACKHOE SERVICES INC</b>											
24-144	1	411 ASPEN SERVICE LINE REPAIR	Invoice	08/07/2024	09/09/2024	2,224.00	2,224.00	200-60-41403		924	1
Total 1065 JOE'S BACKHOE SERVICES INC:						2,224.00	2,224.00				
<b>9560 KARL MALONE FORD HAILEY</b>											
112839	1	SERVICE ON 2023 F-150 TK#6037	Invoice	04/13/2024	09/09/2024	167.54	167.54	200-60-41415		924	1
14987	1	COVER AND SEAL	Invoice	07/03/2024	09/09/2024	117.65	117.65	100-25-41415		924	1
Total 9560 KARL MALONE FORD HAILEY:						285.19	285.19				
<b>1728 KUBWATER RESOURCES</b>											
12623	1	POLYMER FOR BIOSOLIDS WW	Invoice	08/07/2024	09/09/2024	12,473.92	12,473.92	210-70-41791		924	1
Total 1728 KUBWATER RESOURCES:						12,473.92	12,473.92				
<b>386 L.L. GREENS</b>											
A74696	1	BATTERIES COM COMPOST PROJ	Invoice	08/22/2024	09/09/2024	51.96	51.96	210-70-41549	22.42.0001.1	924	1
B44558	1	CONCRETE PATCH FOR RIVER ST.	Invoice	07/31/2024	09/09/2024	51.98	51.98	200-60-41413		924	1
B44591	1	FASTENERS	Invoice	08/03/2024	09/09/2024	12.07	12.07	100-25-41215		924	1
B44778	1	KEY RACK	Invoice	08/21/2024	09/09/2024	7.49	7.49	100-25-41215		924	1
C9511	1	PUSH BROOMS	Invoice	08/13/2024	09/09/2024	127.96	127.96	200-60-41405		924	1
D80176	1	TCW keys	Invoice	08/23/2024	09/09/2024	9.16	9.16	100-45-41215		924	1



Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period	Separate Check
Total 386 L.L. GREENS:						260.62	260.62				
<b>241 LAW ENFORCEMENT SYSTEMS, INC.</b>											
222811	1	VEHICLE IMPOUND STICKERS	Invoice	08/01/2024	09/09/2024	54.00	54.00	100-25-41215		924	1
Total 241 LAW ENFORCEMENT SYSTEMS, INC.:						54.00	54.00				
<b>6376 LEONARDO PADILLA SACHA</b>											
08/26/2	1	SS Grant - STREAM Bi-lingual instructor	Invoice	08/26/2024	09/09/2024	787.50	787.50	100-45-41549	24.45.0003.1	924	1
Total 6376 LEONARDO PADILLA SACHA:						787.50	787.50				
<b>606 LIBRARY STORE</b>											
703499	1	MSD library processing 9-10s	Invoice	08/21/2024	09/09/2024	256.03	256.03	100-45-41215		924	1
Total 606 LIBRARY STORE:						256.03	256.03				
<b>390 METROQUIP, INC.</b>											
P28183	1	VALVES FOR JETTRUCK WW	Invoice	08/13/2024	09/09/2024	175.00	175.00	210-70-41403		924	1
Total 390 METROQUIP, INC.:						175.00	175.00				
<b>4495 MIDWEST TAPE LLC</b>											
505903	1	081424 MEDIA	Invoice	08/14/2024	09/09/2024	26.99	26.99	100-45-41535		924	1
Total 4495 MIDWEST TAPE LLC:						26.99	26.99				
<b>6962 MINAS, MATT</b>											
23-152	1	REIMB - HAILEY CLEAN ENERGY REBATE	Invoice	09/04/2024	09/09/2024	1,250.00	1,250.00	100-00-20326		924	1
Total 6962 MINAS, MATT:						1,250.00	1,250.00				
<b>5435 MOBILE BEACON</b>											
MB-181	1	Hotspot Annual Subscription	Invoice	08/14/2024	09/09/2024	744.00	744.00	100-45-41735		924	1
Total 5435 MOBILE BEACON:						744.00	744.00				
<b>251 NAPA AUTO PARTS</b>											
192696	1	DIESEL FUEL DEF	Invoice	07/12/2024	08/12/2024	21.98	21.98	200-60-41415		724	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
192696	2	WINDSHIELD FLUID	Invoice	07/12/2024	08/12/2024	4.49	4.49	200-60-41415		724	1
194073	1	Fuel/Oil Filter E512	Invoice	07/24/2024	08/26/2024	37.02	37.02	100-55-41415		824	1
194134	1	#194134 HPD1 PANEL FILTER	Invoice	07/25/2024	08/12/2024	7.78	7.78	100-25-41415		824	1
194772	1	FILTER RETURNS	Invoice	07/31/2024	08/12/2024	145.10-	145.10-	210-70-41415		824	1
195611	1	Govener E512	Invoice	08/07/2024	08/26/2024	17.66	17.66	100-55-41415		824	1
196409	1	HOSES FOR JETTRUCK WW	Invoice	08/14/2024	09/09/2024	40.79	40.79	210-70-41403		924	1
Total 251 NAPA AUTO PARTS:						15.38-	15.38-				
<b>307 NORTH CENTRAL LABORATORIES</b>											
505671	1	QA/QC STANDARD WW	Invoice	06/27/2024	09/09/2024	57.07	57.07	210-70-41795		924	1
Total 307 NORTH CENTRAL LABORATORIES:						57.07	57.07				
<b>8562 NORTHWEST BACKFLOW ED.</b>											
3705	1	TEST KIT CALIBRATION	Invoice	08/28/2024	09/09/2024	100.00	100.00	200-60-41405		924	1
Total 8562 NORTHWEST BACKFLOW ED.:						100.00	100.00				
<b>401 OHIO GULCH TRANSFER STATION</b>											
294574	1	ASPHALT DIRT LUMBER	Invoice	07/31/2024	09/09/2024	445.20	445.20	100-40-41403		924	1
Total 401 OHIO GULCH TRANSFER STATION:						445.20	445.20				
<b>50298 O'REILLY AUTO PARTS</b>											
4635-4	1	AUTO PARTS FOR WW	Invoice	04/30/2024	09/09/2024	27.99	27.99	210-70-41415		924	1
4635-4	1	AUTO PARTS FOR WW	Invoice	08/20/2024	09/09/2024	27.16	27.16	210-70-41415		924	1
4635-4	1	spare fuses	Invoice	08/25/2024	09/09/2024	5.79	5.79	100-55-41415		924	1
Total 50298 O'REILLY AUTO PARTS:						60.94	60.94				
<b>6963 OVARD, DAVE</b>											
CR RE	1	CR REF - 3031 GLENBROOK DR	Invoice	09/03/2024	09/09/2024	12.78	12.78	100-00-15110		924	1
Total 6963 OVARD, DAVE:						12.78	12.78				
<b>6217 OVERDRIVE</b>											
03040C	1	8.19.24 Advantage	Invoice	08/19/2024	09/09/2024	363.23	363.23	100-45-41535		924	1
03040D	1	8.19.24 Advantage	Invoice	08/20/2024	09/09/2024	75.00	75.00	100-45-41535		924	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 6217 OVERDRIVE:						438.23	438.23				
<b>1250 PARKS, ALEXANDER</b>											
08/15/2	1	REIMB. CDL TEST	Invoice	08/15/2024	09/09/2024	150.00	150.00	100-40-41723		924	1
Total 1250 PARKS, ALEXANDER:						150.00	150.00				
<b>6955 PAUCAR ENTERPRISE LLC</b>											
104	1	HPD BUILDING PWR WASH & WINDOW CLEANIN	Invoice	08/23/2024	09/09/2024	1,026.00	1,026.00	100-25-41413		924	1
Total 6955 PAUCAR ENTERPRISE LLC:						1,026.00	1,026.00				
<b>1402 PECK, TODD</b>											
2024 F	1	2024 FALL FBINAA CONF PER DIEM	Invoice	08/06/2024	09/09/2024	190.25	190.25	100-25-41723		924	1
Total 1402 PECK, TODD:						190.25	190.25				
<b>2941 PET PICK-UPS</b>											
33991	1	DOG DISPENSERS AND SIGNS X13	Invoice	09/03/2024	09/09/2024	2,020.54	2,020.54	100-50-41405		924	1
Total 2941 PET PICK-UPS:						2,020.54	2,020.54				
<b>438 PLATT</b>											
5L2229	1	Rewiring Electrical Services	Invoice	08/21/2024	09/09/2024	15.79	15.79	100-55-41413		924	1
5L7681	1	Rewiring of Electrical Services	Invoice	08/25/2024	09/09/2024	28.57	28.57	100-55-41413		924	1
Total 438 PLATT:						44.36	44.36				
<b>5302 RAU, DAVID JOHN</b>											
0024	1	REFURB. H PORTER PARK	Invoice	08/22/2024	09/09/2024	8,505.00	8,505.00	100-50-41405		924	1
Total 5302 RAU, DAVID JOHN:						8,505.00	8,505.00				
<b>6207 RITZAU, KIRSTEN</b>											
CR RE	1	CR REF - 217 SPRUCE E	Invoice	08/30/2024	09/09/2024	326.49	326.49	100-00-15110		924	1
Total 6207 RITZAU, KIRSTEN:						326.49	326.49				

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>4586 ROCKY MOUNTAIN VALVES AND AUTOMATION INC</b>											
002981	1	RUBBER SEATS FOR BUTTERFLY VALVES WW	Invoice	05/02/2024	09/09/2024	1,400.00	1,400.00	210-70-41401		924	1
Total 4586 ROCKY MOUNTAIN VALVES AND AUTOMATION INC:						1,400.00	1,400.00				
<b>4635 ROPES END PROPERTY SERVICES LLC</b>											
14244	1	Rodent Control	Invoice	08/22/2024	09/09/2024	95.00	95.00	100-55-41325		924	1
Total 4635 ROPES END PROPERTY SERVICES LLC:						95.00	95.00				
<b>6502 SAUERBREY, SAGE M</b>											
P&Z A	1	PZ Meeting August	Invoice	09/04/2024	09/09/2024	200.00	200.00	100-10-41313		924	1
P&Z A	2	1 PZ Stipend	Invoice	09/04/2024	09/09/2024	100.00	100.00	200-10-41313		924	1
P&Z A	3	2 PZ Stipend	Invoice	09/04/2024	09/09/2024	100.00	100.00	210-10-41313		924	1
Total 6502 SAUERBREY, SAGE M:						400.00	400.00				
<b>2124 SAWTOOTH PAINT &amp; AIRLESS, INC.</b>											
QJFQG	1	library paint	Invoice	08/27/2024	09/09/2024	99.98	99.98	100-45-41215		924	1
Total 2124 SAWTOOTH PAINT & AIRLESS, INC.:						99.98	99.98				
<b>214 SAWTOOTH WOOD PRODUCTS</b>											
000014	1	MOWER GRAVELY PROTURN 660	Invoice	08/20/2024	09/09/2024	11,292.20	11,292.20	100-50-41403		924	1
000014	1	SERVICE 1687 GRAV/ PT452	Invoice	09/03/2024	09/09/2024	940.36	940.36	100-50-41405		924	1
Total 214 SAWTOOTH WOOD PRODUCTS:						12,232.56	12,232.56				
<b>6053 SCALES, NATE &amp; LISA</b>											
22-146	1	REIMB - HAILEY CLEAN ENERGY REBATE	Invoice	09/04/2024	09/09/2024	1,250.00	1,250.00	100-00-20326		924	1
Total 6053 SCALES, NATE & LISA:						1,250.00	1,250.00				
<b>4330 SCANLON, OWEN</b>											
P&Z A	1	P&Z Stipend August	Invoice	09/04/2024	09/09/2024	200.00	200.00	100-10-41313		924	1
P&Z A	2	1 PZ Stipend	Invoice	09/04/2024	09/09/2024	100.00	100.00	200-10-41313		924	1
P&Z A	3	2 PZ Stipend	Invoice	09/04/2024	09/09/2024	100.00	100.00	210-10-41313		924	1
P&Z A	4	P&Z Stipend 9/3/24	Invoice	09/04/2024	09/09/2024	100.00	100.00	100-10-41313		924	1
P&Z A	5	1 PZ Stipend	Invoice	09/04/2024	09/09/2024	50.00	50.00	200-10-41313		924	1
P&Z A	6	2 PZ Stipend	Invoice	09/04/2024	09/09/2024	50.00	50.00	210-10-41313		924	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 4330 SCANLON, OWEN:						600.00	600.00				
<b>4910 SHRED-IT USA</b>											
800814	1	document shredding contract inv. 8008149046	Invoice	08/25/2024	09/09/2024	42.16	42.16	100-15-41325		924	1
800814	2	document shredding contract inv. 8008149046	Invoice	08/25/2024	09/09/2024	42.16	42.16	200-15-41325		924	1
800814	3	document shredding contract inv. 8008149046	Invoice	08/25/2024	09/09/2024	42.16	42.16	210-15-41325		924	1
Total 4910 SHRED-IT USA:						126.48	126.48				
<b>5494 SILVER CREEK SUPPLY</b>											
001708	1	BRASS PARTS AND VALVE FOR HYDRANT METE	Invoice	08/07/2024	09/09/2024	104.77	104.77	200-60-41403		924	1
Total 5494 SILVER CREEK SUPPLY:						104.77	104.77				
<b>1239 SIMMS LAW PLLC</b>											
AUGUS	1	professional services Cat L- August 2024	Invoice	09/01/2024	09/09/2024	29.17	29.17	100-15-41313	23.15.0003.1	924	1
AUGUS	2	professional services Cat L- August 2024	Invoice	09/01/2024	09/09/2024	29.17	29.17	200-15-41313	23.15.0003.1	924	1
AUGUS	3	professional services Cat L- August 2024	Invoice	09/01/2024	09/09/2024	29.16	29.16	210-15-41313	23.15.0003.1	924	1
AUGUS	4	professional services - August 2024	Invoice	09/01/2024	09/09/2024	2,916.67	2,916.67	100-15-41313		924	1
AUGUS	5	professional services - August 2024	Invoice	09/01/2024	09/09/2024	2,916.67	2,916.67	200-15-41313		924	1
AUGUS	6	professional services - August 2024	Invoice	09/01/2024	09/09/2024	2,916.66	2,916.66	210-15-41313		924	1
Total 1239 SIMMS LAW PLLC:						8,837.50	8,837.50				
<b>7002 SMITH, DAN</b>											
P&Z A	1	P&Z Stipend August	Invoice	09/04/2024	09/09/2024	200.00	200.00	100-10-41313		924	1
P&Z A	2	1 P&Z Stipend	Invoice	09/04/2024	09/09/2024	100.00	100.00	200-10-41313		924	1
P&Z A	3	2 P&Z Stipend	Invoice	09/04/2024	09/09/2024	100.00	100.00	210-10-41313		924	1
P&Z A	4	P&Z Stipend 9/3/24	Invoice	09/04/2024	09/09/2024	100.00	100.00	100-10-41313		924	1
P&Z A	5	1 P&Z Stipend	Invoice	09/04/2024	09/09/2024	50.00	50.00	200-10-41313		924	1
P&Z A	6	2 P&Z Stipend	Invoice	09/04/2024	09/09/2024	50.00	50.00	210-10-41313		924	1
Total 7002 SMITH, DAN:						600.00	600.00				
<b>1212 SPRONK WATER ENGINEERS INC</b>											
378.03.	1	BIG WOOD GW MGMT TECH WRKG GRP	Invoice	08/19/2024	09/09/2024	14,467.08	14,467.08	200-60-41313	15.60.0001.1	924	1
378.04	1	BIG WOOD GW MGMT MORATORIUM	Invoice	08/19/2024	09/09/2024	8,613.30	8,613.30	200-60-41313	15.60.0001.1	924	1
378.05	1	BIG WOOD MORATORIUM SILV CRK	Invoice	08/19/2024	09/09/2024	1,825.01	1,825.01	200-60-41313	15.60.0001.1	924	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 1212 SPRONK WATER ENGINEERS INC:						24,905.39	24,905.39				
<b>8559 SUN VALLEY AIR SERVICES BOARD</b>											
JULY 2	1	LOT FOR AIR 0.5% July 2024	Invoice	09/04/2024	09/09/2024	13,005.43	13,005.43	100-10-41707		924	1
Total 8559 SUN VALLEY AIR SERVICES BOARD:						13,005.43	13,005.43				
<b>2817 UNITED OIL</b>											
CL6019	1	PUMPED FUEL WW	Invoice	06/30/2024	09/09/2024	65.59	65.59	210-70-41719		924	1
CL6414	1	PUMPED VEHICLE FUEL W.	Invoice	08/15/2024	09/09/2024	224.02	224.02	200-60-41719		924	1
CL6414	1	HFD FUEL	Invoice	08/15/2024	09/09/2024	445.47	445.47	100-55-41719		924	1
CL6415	1	FUEL CHARGES PARKS	Invoice	08/15/2024	09/09/2024	355.98	355.98	100-50-41719		924	1
CL6415	1	FUEL CHARGES STS	Invoice	08/15/2024	09/09/2024	827.50	827.50	100-40-41719		924	1
CL6415	1	HPD GAS	Invoice	08/15/2024	09/09/2024	996.06	996.06	100-25-41719		924	1
Total 2817 UNITED OIL:						2,914.62	2,914.62				
<b>2020 VALLEY WIDE COOPERATIVE</b>											
081538	1	PROPANE	Invoice	08/20/2024	09/09/2024	30.02	30.02	100-40-41719		924	1
Total 2020 VALLEY WIDE COOPERATIVE:						30.02	30.02				
<b>352 WINDY CITY ARTS</b>											
1083	1	compost proj. graphics	Invoice	07/26/2024	09/09/2024	3,485.60	3,485.60	210-70-41549	22.42.0001.1	924	1
1120	1	compost proj. graphics	Invoice	08/26/2024	09/09/2024	3,327.92	3,327.92	210-70-41549	22.42.0001.1	924	1
Total 352 WINDY CITY ARTS:						6,813.52	6,813.52				
<b>1327 ZASTROW, NANCY</b>											
CR RE	1	CR REF - 319 3RD AVE S	Invoice	08/23/2024	09/09/2024	11.30	11.30	100-00-15110		924	1
Total 1327 ZASTROW, NANCY:						11.30	11.30				
Total :						604,084.02	604,084.02				
Grand Totals:						604,084.02	604,084.02				

Summary by General Ledger Account Number

GL Account Number	Debit	Credit	Net
100-00-15110	1,293.55	.00	1,293.55
1000020301	159.84	159.84-	.00
100-00-20325	13,292.49	.00	13,292.49
100-00-20326	3,750.00	.00	3,750.00
100-00-20515	267,562.00	.00	267,562.00
100-10-41313	1,400.00	.00	1,400.00
100-10-41707	20,565.03	.00	20,565.03
100-10-41717	94.66	.00	94.66
100-15-41313	2,945.84	.00	2,945.84
100-15-41323	9.18	.00	9.18
100-15-41325	42.16	.00	42.16
100-15-41713	190.66	.00	190.66
100-20-41211	178.52	.00	178.52
100-20-41313	300.00	.00	300.00
100-20-41323	274.00	.00	274.00
100-20-41713	231.31	.00	231.31
100-25-41211	177.60	.00	177.60
100-25-41213	41.65	.00	41.65
100-25-41215	73.56	.00	73.56
100-25-41413	1,026.00	.00	1,026.00
100-25-41415	3,125.43	.00	3,125.43
100-25-41417	108.75	.00	108.75
100-25-41711	359.67	.00	359.67
100-25-41713	483.76	.00	483.76
100-25-41717	116.31	.00	116.31
100-25-41719	996.06	.00	996.06
100-25-41723	190.25	.00	190.25
100-25-41724	391.93	.00	391.93
100-40-41323	403.50	.00	403.50
100-40-41403	2,445.20	.00	2,445.20
100-40-41405	62.46	875.61-	813.15-
100-40-41703	529.27	.00	529.27
100-40-41713	342.20	.00	342.20
100-40-41715	25.59	.00	25.59
100-40-41717	3,561.86	.00	3,561.86
100-40-41719	857.52	.00	857.52
100-40-41723	150.00	.00	150.00
100-42-41313	125.00	.00	125.00
100-42-41413	6.38	.00	6.38

## Summary by General Ledger Account Number

GL Account Number	Debit	Credit	Net
100-42-41713	56.78	.00	56.78
100-42-41717	341.45	.00	341.45
100-45-41215	423.31	.00	423.31
100-45-41323	243.60	.00	243.60
100-45-41326	432.96	.00	432.96
100-45-41413	2,750.00	.00	2,750.00
100-45-41535	2,866.32	.00	2,866.32
100-45-41549	1,038.48	.00	1,038.48
100-45-41713	549.31	.00	549.31
100-45-41717	886.89	.00	886.89
100-45-41735	744.00	.00	744.00
100-50-41325	1,725.34	.00	1,725.34
100-50-41403	12,362.12	.00	12,362.12
100-50-41405	12,336.68	.00	12,336.68
100-50-41603	520.25	.00	520.25
100-50-41617	109.70	.00	109.70
100-50-41713	30.49	.00	30.49
100-50-41717	29,159.01	.00	29,159.01
100-50-41718	142.07	.00	142.07
100-50-41719	355.98	.00	355.98
100-55-41325	95.00	.00	95.00
100-55-41405	596.57	.00	596.57
100-55-41413	44.36	.00	44.36
100-55-41415	1,563.47	.00	1,563.47
100-55-41713	210.02	.00	210.02
100-55-41717	415.57	.00	415.57
100-55-41719	445.47	.00	445.47
120-10-41549	5,951.46	.00	5,951.46
120-40-41547	2,400.00	.00	2,400.00
120-50-41549	76,548.75	.00	76,548.75
200-10-41313	700.00	.00	700.00
200-15-41313	2,945.84	.00	2,945.84
200-15-41323	9.18	.00	9.18
200-15-41325	42.16	.00	42.16
200-15-41713	190.66	.00	190.66
200-15-41723	18.00	.00	18.00
200-42-41313	125.00	.00	125.00
200-42-41413	6.38	.00	6.38



## Summary by General Ledger Account Number

GL Account Number	Debit	Credit	Net
200-42-41713	56.78	.00	56.78
200-42-41717	341.44	.00	341.44
200-60-41313	36,804.89	.00	36,804.89
200-60-41401	23,167.00	.00	23,167.00
200-60-41403	4,009.57	.00	4,009.57
200-60-41405	569.72	.00	569.72
200-60-41413	123.90	.00	123.90
200-60-41415	194.01	.00	194.01
200-60-41513	1,165.00	.00	1,165.00
200-60-41713	622.92	.00	622.92
200-60-41717	105.85	.00	105.85
200-60-41719	224.02	.00	224.02
200-60-41723	60.00	.00	60.00
200-60-41724	241.00	.00	241.00
200-60-41791	316.00	.00	316.00
210-10-41313	700.00	.00	700.00
210-15-41313	2,945.82	.00	2,945.82
210-15-41323	9.18	.00	9.18
210-15-41325	42.16	.00	42.16
210-15-41713	190.66	.00	190.66
210-42-41313	125.00	.00	125.00
210-42-41413	6.39	.00	6.39
210-42-41713	56.77	.00	56.77
210-42-41717	341.44	.00	341.44
210-70-41313	87.50	.00	87.50
210-70-41325	3,030.00	.00	3,030.00
210-70-41401	3,265.00	.00	3,265.00
210-70-41403	215.79	.00	215.79
210-70-41413	155.45	.00	155.45
210-70-41415	55.15	145.10-	89.95-
210-70-41419	1,693.49	.00	1,693.49
210-70-41549	6,865.48	.00	6,865.48
210-70-41703	780.00	.00	780.00
210-70-41713	400.15	.00	400.15
210-70-41717	15,891.83	.00	15,891.83
210-70-41719	65.59	.00	65.59
210-70-41723	471.71	.00	471.71
210-70-41775	65.10	.00	65.10

Summary by General Ledger Account Number

GL Account Number	Debit	Credit	Net
210-70-41791	12,473.92	.00	12,473.92
210-70-41795	57.07	.00	57.07
<b>Grand Totals:</b>	<b>605,264.57</b>	<b>1,180.55-</b>	<b>604,084.02</b>

Summary by General Ledger Posting Period

GL Posting Period	Debit	Credit	Net
06/22	.00	328.51-	328.51-
01/23	159.84	.00	159.84
09/23	.00	535.12-	535.12-
05/24	11.98	11.98-	.00
07/24	26.47	.00	26.47
08/24	62.46	145.10-	82.64-
09/24	605,003.82	159.84-	604,843.98
<b>Grand Totals:</b>	<b>605,264.57</b>	<b>1,180.55-</b>	<b>604,084.02</b>

**Return to Agenda**

**AGENDA ITEM SUMMARY**

**DATE:** 09/09/2024 **DEPARTMENT:** CDD/Attorney **DEPT. HEAD SIGNATURE:** RD/CPS

**SUBJECT:** Consideration of Resolution 2024-\_\_\_\_\_, a resolution authorizing the Mayor’s signature on the proposed Addendum to the Sweetwater Subdivision’s Planned Unit Development Agreement. Approval of the proposed Addendum would remove Block 1, Sweetwater PUD Subdivision from the approved and obligatory Sweetwater Planned Unit Development Agreement, as well as the Sweetwater Master Declaration, with further modifications proposed and noted. As part of the Addendum, the Applicant is offering to restrict one (1) residential unit within the proposed development as Community Housing under the Locals Only (Category L) criteria.

The subject parcel is located on Block 1 of the Sweetwater PUD Subdivision within the Limited Business (LB) Zoning District.

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

**BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:** The Applicant, Tanner Investments, LLC, is seeking approval of the Addendum to the Sweetwater Subdivision Planned Unit Development (PUD) Agreement. The proposed Addendum, if approved, would remove Block 1 from certain obligatory requirements outlined within the existing PUD Agreement, and amendments thereof.

Specifically, the Applicant is requesting that the following obligations be waived and/or removed upon the development of Block 1:

- construction of an amenity building within Block 1,
- construction of below grade parking for each unit developed within Block 1,
- construction of LEED-ND certified buildings located on Block 1, and
- dedication, installation, and/or construction of additional park space.

In exchange for the waivers to the above obligations, Tanner Investments, LLC, via this Addendum, proposes the following community benefit:

- perpetual designation of one (1) community housing unit, restricted by the Locals Only (Category L) criteria.

Staff appreciates the Applicant’s offer to perpetually deed restrict one (1) community housing unit within the development, and further believes the proposed benefit is commensurate with the requested waivers to certain obligations, as noted, and further detailed in the attached Addendum to the Planned Unit Development Agreement for the Sweetwater PUD Subdivision.

**Attachments:**

- 1) [Resolution 2024-\\_\\_\\_\\_\\_ Addendum to the Sweetwater PUD Agreement](#)
- 2) [Draft Agreement: Addendum to the Sweetwater PUD Agreement](#)

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

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

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

**RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:** Motion to approve Resolution 2024-\_\_\_\_, a resolution authorizing the mayor’s signature on an Addendum to the Sweetwater Planned Unit Development Agreement, by and between the City and Tanner Investments, LLC, which would remove Block 1, Sweetwater PUD Subdivision from the approved and obligatory Sweetwater Planned Unit Development Agreement, as well as the Sweetwater Master Declaration, with further modifications proposed and noted. As part of the Addendum, the Applicant is offering to restrict one (1) residential unit within the proposed development as Community Housing under the Locals Only (Category L) criteria, finding that the project meets the standards set forth in Hailey’s Municipal Code.

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**ADMINISTRATIVE COMMENTS/APPROVAL:**

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

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**ACTION OF THE CITY COUNCIL:**

**Motion Language:**

**Approval:** Motion to approve Resolution 2024-\_\_\_\_, a resolution authorizing the mayor’s signature on an Addendum to the Sweetwater Planned Unit Development Agreement, by and between the City and Tanner Investments, LLC, which would remove Block 1, Sweetwater PUD Subdivision from the approved and obligatory Sweetwater Planned Unit Development Agreement, as well as the Sweetwater Master Declaration, with further modifications proposed and noted. As part of the Addendum, the Applicant is offering to restrict one (1) residential unit within the proposed development as Community Housing under the Locals Only (Category L) criteria, finding that the project meets the standards set forth in Hailey’s Municipal Code, and read by title only.

**Denial:** Motion to deny Resolution 2024-\_\_\_\_, a resolution authorizing the mayor’s signature on an Addendum to the Sweetwater Planned Unit Development Agreement, by and between the City and Tanner Investments, LLC, which would remove Block 1, Sweetwater PUD Subdivision from the approved and obligatory Sweetwater Planned Unit Development Agreement, as well as the Sweetwater Master Declaration, with further modifications proposed and noted. As part of the Addendum, the Applicant is offering to restrict one (1) residential unit within the proposed development as Community Housing under the Locals Only (Category L) criteria, finding that the project meets the standards set forth in Hailey’s Municipal Code., finding that \_\_\_\_\_ [the Council should cite which standards are not met and provide the reason why each identified standard is not met].

**Continuation:** Motion to continue the public hearing for the Addendum to the Sweetwater Planned Unit Development (PUD) Agreement, to \_\_\_\_\_ [the Council should specify a date].

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

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**FOLLOW-UP:**

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

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

RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY AUTHORIZING THE EXECUTION OF THE RECORDATION OF AN ADDENDUM RELATED TO BLOCK 1 OF THE PLANNED UNIT DEVELOPMENT AGREEMENT FOR THE SWEETWATER SUBDIVISION. THIS ADDENDUM REMOVES BLOCK 1 OF THE SWEETWATER PUD SUBDIVISION FROM CERTAIN APPROVED AND OBLIGATORY REQUIREMENTS OF THE PLANNED UNIT DEVELOPMENT AGREEMENT, AND IN RETURN, ONE (1) COMMUNITY HOUSING UNIT RESTRICTED UNDER THE LOCALS ONLY (CATEGORY L) CRITERIA WILL BE PROVIDED.

WHEREAS, the City Council has reviewed the Addendum and associated documents related to Block 1 of the Sweetwater PUD Subdivision, owned by Tanner Investments, LLC.

WHEREAS, the Addendum to the Planned Unit Development Agreement is attached hereto as Exhibit A;

WHEREAS, the City of Hailey desires the dedication of one (1) community housing unit in exchange for the following waivers to the original Planned Unit Development Agreement for the Sweetwater Subdivision:

- construction of an amenity building within Block 1,
- construction of below grade parking for each unit developed within Block 1,
- construction of LEED-ND certified buildings located on Block 1, and
- dedication, installation, and/or construction of additional park space.

WHEREAS, the City Council of the City of Hailey has determined that the recorded Addendum to the Sweetwater Planned Unit Development Agreement will protect the health, safety, and welfare of the citizens of Hailey.

WHEREAS, this Resolution authorizes the City Council and Mayor's approval of the Addendum, as further outlined in 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 recordation of the Addendum related to Block 1 of the Sweetwater PUD Subdivision.

PASSED BY THE HAILEY CITY COUNCIL this \_\_\_\_ day of \_\_\_\_\_, 2024.

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

ATTEST:

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

**Exhibit A**

Addendum to the Planned Unit Development Agreement for the Sweetwater Subdivision

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

City of Hailey  
Attn: Mary Cone, City Clerk  
115 S Main St.  
Hailey, ID 83333

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**ADDENDUM TO THE SWEETWATER SUBDIVISION  
PLANNED UNIT DEVELOPMENT AGREEMENT**

THIS ADDENDUM TO THE SWEETWATER PLANNED UNIT DEVELOPMENT AGREEMENT (“**Addendum**”) is entered into this \_\_\_ day of \_\_\_\_\_, 2024, by and between the **City of Hailey**, Idaho, a municipal corporation (“**City**”) and **Tanner Investments, LLC** (“**Owner**”).

**RECITALS**

- A. Owner is the owner of record of that certain real estate described as Block 1 of Sweetwater PUD Subdivision, City of Hailey, Blaine County, Idaho, according to the official plat thereof, recorded March 20, 2010, as Instrument No. 576317 records of Blaine County, Idaho (the “**Property**”).
- B. The City previously approved that certain Planned Unit Development Agreement for the Sweetwater PUD Subdivision recorded in the official records of Blaine County on August 14, 2006, as Instrument No. 542953 (the “**PUD Agreement**”).
- C. In connection with the Owner’s development of the Property, there are certain terms of the PUD Agreement which parties desire to amend by this Addendum to the PUD Agreement due to circumstances that may not have been foreseen at the time the PUD was approved.

**AGREEMENT**

NOW, THEREFORE, in consideration of the above recitals which are incorporated below, and the mutual covenants and agreements herein contained, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties, for themselves and all succeeding owners of the Property, or any portion thereof, agree as follows:

1. Density and Deed-Restricted Unit. Owner has proposed a 24-unit condominium project to be known as the Solstice Condominiums (the “**Project**”) for the Property, and the City has requested that one (1) of the units be designated as a “Locals Only” unit consistent with the ordinances of the City, as outlined in Exhibit B: Locals Only Community Housing Deed Restriction Covenant (the “**Restriction**”). The City agrees that the Project may consist of twenty- four (24) condominium units and Owner agrees to restrict one (1) of the condominiums to the requirements of the “Locals Only” restrictive covenant in perpetuity.



1.1 The Owner shall build the Community Housing Unit during construction of the remaining residential units located on the subject property. Furthermore, the designated Community Housing Unit shall be identical to at least one (1) other new, market-rate residence within the Project.

2. Property Setback. The setback for the western boundary of the Property shall be not less than four (4) feet.

3. PUD Amenities. The PUD Agreement provides at Paragraph 7 for an amenity building which the Owner and City agree will not be available for the Project, or its future owners or tenants, by virtue of the withdrawal of the Property from the Sweetwater Master Declaration recorded as Instrument No. 576318 in the records of Blaine County. In addition, City and Owner agree that neither below grade parking nor LEED-ND development will be required for the Project as set forth in Paragraph (c) and 7(f).

4. Parkland Improvements. The City hereby agrees that all actual Park Land Improvements contemplated by Paragraph 4 of the original PUD Agreement, as amended, except for payable increments of one-thousand dollar (\$1,000) per unit, have previously been satisfied by the original developer of Sweetwater PUD, and that Owner is not obligated for any park land dedication, creation and/or installation thereof. To fulfill the per-unit monetary obligation, the Owner shall pay the City, as outlined, prior to the issuance of a Certificate of Occupancy.

5. No Other Modifications. The PUD Agreement is in full force and effect, subject only to the modifications set forth in this Addendum. In the event of any inconsistency or conflict between this Addendum and the PUD Agreement, the terms of this Addendum shall control.

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

**“OWNER”:**  
TANNER INVESTMENTS, LLC,  
An Idaho limited liability company

By: \_\_\_\_\_  
Brant Tanner, Member

**“CITY”:**  
CITY OF HAILEY, IDAHO,  
An Idaho municipal corporation

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

*ATTEST:*

\_\_\_\_\_  
\_\_\_\_\_  
City Clerk/Treasurer

APPROVED AS TO FORM AND CONTENT  
EXCLUSIVELY FOR THE CITY OF HAILEY

---

Christopher Simms, Hailey City Attorney

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

On this \_\_\_\_ day of \_\_\_\_\_, 2024, before me, a Notary Public for said County and State, personally appeared **Brant Tanner** known or identified to me, to be the Manager or one of the members of **Tanner Investments, LLC**, who subscribed said limited liability company name to the foregoing instrument, and acknowledged to me that he executed the same in said limited liability company name.

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

\_\_\_\_\_  
NOTARY PUBLIC FOR IDAHO  
Residing at \_\_\_\_\_

STATE OF IDAHO )  
 )  
 ss.  
County of Hailey )

On this \_\_ day of \_\_\_\_\_, 2024, before me, a Notary Public, in and for said County and State, personally appeared **Martha Burke** and \_\_\_\_\_ known or identified to me to be the Mayor and City Clerk, respectively, of the **City of Hailey**, the municipality that executed the foregoing instrument, and acknowledged to me that such municipality executed the same.

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

\_\_\_\_\_  
Notary Public for Idaho  
Residing at: \_\_\_\_\_

STATE OF IDAHO )  
 )  
 ss.  
County of Hailey )

On this \_\_ day of \_\_\_\_\_, 2024, before me, a Notary Public, in and for said County and State, personally appeared **Christopher Simms** known or identified to me to be the City Attorney, respectively, of the **City of Hailey**, the municipality that executed the foregoing instrument, and acknowledged to me that such municipality executed the same.

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

\_\_\_\_\_  
Notary Public for Idaho  
Residing at: \_\_\_\_\_

Exhibit B: Locals Only Community Housing Deed Restriction Covenant

Recording Requested By  
and When Recorded  
Return to:

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

---

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

This COMMUNITY HOUSING DEED RESTRICTION COVENANT (“Covenant”) is made and is effective as of the first day of recording of the Covenant (“Effective Date”), by and between the CITY OF HAILEY, an Idaho municipal corporation, (“HAILEY” or “the City of Hailey”), and/or its assigns, and TANNER INVESTMENTS, LLC, a Limited Liability Corporation, whose current address is 366 Chateau Drive, Idaho Falls, Idaho 83404, (“Declarant” or “Owner”), its successors and assigns (all “Purchaser(s)” of the described real property in perpetuity, also hereinafter referred to as “Home Owner” or “Owner”) and forever affecting title to real property located and commonly referred to as Block 1, Sweetwater PUD Subdivision, more particularly described hereinafter in Exhibit “A.”

**Section 1: Background.**

1.1 This Community Housing Deed Restriction Covenant is entered into on or about the \_\_\_\_ day of \_\_\_\_\_, 2024 and to be recorded with the Blaine County Recorder of Deeds and assigned an Instrument number that will thereafter, and forever restrict title to the property herein referenced.

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

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

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

## **Section 2: Definitions.**

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

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

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

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

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

2.6 "Qualified Household" means one Qualified Resident or a group of persons that contains at least one Qualified Resident. A Qualified Household may have occupants that are not Qualified Residents as long as at least one occupant is a Qualified Resident, and household net worth meets Qualified Resident standards provided in paragraph 2.9 hereinbelow.

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

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

2.9 "Net Worth" is the total value of all assets of the residents of a Qualified Buyer, minus any liabilities.

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

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

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

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

3.3 In the event HAILEY becomes the fee owner of the Property, such conveyance of the

fee interest to HAILEY shall not work a merger of the interests of HAILEY as to the Property and this Covenant shall continue to be in full force and effect unless an express Declaration of Termination hereof, as otherwise permitted herein, after Notice and Public Hearing by Hailey City Council and majority vote determining the public interest would be thereby served, or alternatively after due process of law by its assigns, signed and acknowledged by HAILEY, or its assigns, is recorded in the official records of Blaine County, Idaho.

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

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

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

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

Owner shall at all times, and at its own cost and expense, maintain, repair and/or replace in good, clean and habitable condition the Property and every part thereof, in compliance with the homeowner association, if any, including, without limitation, any home, building or improvement on the Property, the roof, foundation, walls, siding, trim, floors, doors and windows, all electrical, plumbing, sewer, septic and HVAC components, lines and fixtures, all appliances, equipment and systems on the Property, all paved surfaces, all landscaped areas, and any sprinkler systems and water lines, reasonable wear and tear excepted. Such work must be performed in a good and workmanlike manner. The Owner shall maintain the landscaped areas of the Property in a neat, clean, and healthy condition. Owner shall replace all dead, dying, or diseased plants, shrubs, and trees. Owner shall provide adequate watering for the landscaped areas, shall mow, trim, and prune the landscaped areas



as needed for a neat and presentable appearance, and shall otherwise keep the Property free of harmful pests, insects and noxious weeds and plants. If Owner refuses or neglects to maintain, repair or replace the Property, or any part thereof, in accordance with this Section, according to the provisions of Sections 11 and 12, HAILEY shall have the right, but not the obligation, to perform such maintenance, repair or replacement obligations on behalf of and for the account of Owner. In such an event, any costs incurred by HAILEY shall be immediately due and payable upon receipt of an invoice according to the terms of Section 12.5.

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

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

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

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

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

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

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

6.2 The selling Owner shall, at closing, pay an administrative fee to HAILEY, or its assigns, in an amount equal to three percent (3%) of the actual sales price, which HAILEY may waive at its

discretion. The administrative fee is earned by HAILEY during the term of Owner's ownership of the Property and helps to support HAILEY's activities in monitoring, development, and oversight of the Community Housing program in Blaine County. This fee is independent of any fees required to be paid to licensed real estate brokers or attorneys who may be engaged by the Owner or the Qualified Buyer in the Sale of the Property. HAILEY may instruct the escrow company to pay the administrative fee directly to HAILEY from the selling Owner's proceeds. If FNMA or FHA financing is used, there may be an additional fee charged by HAILEY based on the amount financed. The amount of the administrative fee to be paid by the subsequent Owner shall be distributed to HAILEY for its operating account, or as otherwise agreed by HAILEY, its assigns, the owner, and Qualified Buyer.

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

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

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

7.1 If the Property is damaged or destroyed, the Owner shall promptly notify HAILEY in writing. The Owner shall thereafter promptly make a claim on any insurance policy covering such damage or destruction. The mortgagee shall have first claim on such proceeds to the extent necessary to pay mortgage principal and any accrued interest. Owner shall thereafter have the option to either a) utilize the remaining proceeds of any insurance settlement, together with a new mortgage not to exceed the balance (except with written approval of HAILEY) of any mortgages paid from said settlement to repair or restore the Property to its condition prior to such damage or destruction, unless Owner obtains HAILEY's prior written approval to repair or restore the Property to some other condition or state, or b) to take such proceeds from the insurance settlement as would have been generated from a Sale per the terms of Section 5 of this Covenant (net of mortgages or other

obligations paid from the proceeds from the proceeds of the insurance settlement), and assign the balance of the insurance proceeds, together with title to the Property, to HAILEY.

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

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

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

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

- (a) In the event of any foreclosure of a purchase money mortgage or deed of trust in a first priority position on the Property (but subject to this Covenant), such foreclosing party ("Foreclosing Party") may sell the Property through a duly called and noticed foreclosure sale to any person or entity that the foreclosing party strictly adheres to the provisions of this Section 8.4 and Section 8.5. The Foreclosing Party shall notify HAILEY in writing of any pending foreclosure concurrent with the date the trustee or beneficiary files for record the notice of default as required by Idaho Code Section 45-1505, as may be amended, or the mortgagee serves upon the mortgagor an action for foreclosure and thereafter the Foreclosing Party shall send a copy of all notices sent to the Owner to HAILEY; and
- (b) Within 90 days of receiving notification of the borrower default or the property foreclosure, and upon request of HAILEY or its assigns, the Foreclosing Party shall agree to sell, transfer and convey to HAILEY the entire debt obligation owed to the Foreclosing Party and take full assignment of the debt obligation, promissory note, and other loan documentation, including foreclosure rights, for the lesser of the Foreclosing Party's gross investment or the estimated net recovery value of the security property. Notwithstanding the aforesaid, and in

order to safeguard the Community Housing program, the Owner, and HAILEY from predatory lending practices, no obligation of mortgage principal which exceeded 100% of the Market Value, as encumbered by this Deed Restriction Covenant, of the property at the date said principal obligation was incurred shall be recoverable by any foreclosing party. HAILEY, or its assigns may, but shall not be obligated to, purchase the debt obligation for less than the amount calculated if HAILEY and the Foreclosing Party agree.

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

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

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

## **Section 9: Condemnation.**

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

9.2 Any assessment of damages paid by the condemning authority for the value of or damages to the Property shall be first utilized to pay the full amount of any existing mortgages, together with any accrued interest thereon. The balance of damage payment proceeds shall be shared between Owner (and secured mortgages) and HAILEY. The amount of the assessment payable to

Owner shall be ninety seven percent (97%) and three (3%) shall be paid to HAILEY.

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

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

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

10.3 HAILEY shall not be liable for injury or damage which may be sustained by the person, goods, wares, merchandise or property of owner, or any occupants or invitees to the property, or any other person in or about the property caused by or resulting from fire, steam, electricity, gas, water or rain, freezing, or leakage, obstruction or other defects of the pipes, sprinklers, wires, appliances,

plumbing, air condition, lighting fixtures or other aspect or features of the property.

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

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

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

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

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

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

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

of this Covenant.

## **Section 12: Remedies.**

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

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

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

## **Section 13: Notices.**

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

To Declarant: Tanner Investments, LLC  
366 Chateau Drive  
Idaho Falls, Idaho 83404-7819

To HAILEY: City of Hailey  
Attn: City Clerk  
115 S. Main St., STE H  
Hailey, Idaho 83333  
208-788-4221

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

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

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

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

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

14.3 Whenever possible, each provision of this Covenant and any other related document



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

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

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

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

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

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

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

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

HAILEY:

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

Attest: \_\_\_\_\_  
Mary Cone, City Clerk

DECLARANT:

By: \_\_\_\_\_  
Tanner Investments, LLC



Exhibit "A"

Legal Description of Property  
Block 1, Sweetwater PUD Subdivision

**Return to Agenda**



Sept 25 Appropriation Ordinance publishes – Budget adoption process is now complete!

**FY 2024 MAYORS PROPOSED BUDGET**

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

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

The Council considered the Mayors Proposed Budget at the June 10 and June 24<sup>th</sup> Council meetings, and minor changes were proposed, which have been incorporated. A first reading was conducted on August 12, with a second reading on August 26<sup>th</sup>. The Council also conducted a Public Hearing on the Proposed Municipal Fee Schedule

**FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:**

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

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

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

**RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:**

Conduct a public hearing and make a motion to conduct the third reading of the Budget Ordinance appropriating \$34,131,166 for general, water and wastewater operating funds, capital funds, and water and wastewater bond funds and authorize the Mayor to sign.

**ADMINISTRATIVE COMMENTS/APPROVAL:**

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

**ACTION OF THE CITY COUNCIL:**

**Motion Language:**

“I make a motion to conduct the third reading of the Budget Ordinance No. 2024-1338, appropriating \$34,131,166 for general, water and wastewater operating funds, capital funds, and water and wastewater bond funds and authorize the Mayor to sign.”

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

**FOLLOW-UP:**

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

**HAILEY ORDINANCE NO. 1338**

AN ORDINANCE OF THE CITY OF HAILEY, IDAHO, ENTITLED THE ANNUAL APPROPRIATION ORDINANCE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024 AND ENDING SEPTEMBER 30, 2025, APPROPRIATING THE SUM OF \$34,131,166 TO DEFRAY THE EXPENSES AND LIABILITIES OF THE CITY OF HAILEY FOR SAID FISCAL YEAR; AUTHORIZING A LEVY OF A SUFFICIENT TAX UPON THE TAXABLE PROPERTY WITHIN THE CITY OF HAILEY; SPECIFYING THE OBJECTS AND PURPOSES FOR WHICH SAID APPROPRIATION IS MADE; AND PROVIDING FOR THE EFFECTIVE DATE OF THIS ORDINANCE UPON PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW.

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

SECTION 1. The sum of \$34,131,166 shall be, and the same is hereby, appropriated to defray the necessary expenses and liabilities of the City of Hailey, Idaho, for the fiscal year beginning October 1, 2024 and ending September 30, 2025.

SECTION 2. The objects and purposes for which such appropriation is made, and the amount of each object and purpose, are as follows:

<u>GENERAL FUND EXPENDITURES</u>	
General Fund Operating Expenses	\$9,262,539
Capital Improvement Fund	<u>9,069,129</u>
Total Expenditures	<u>\$18,331,668</u>
 <u>WATER &amp; SEWER EXPENDITURES</u>	
Water Fund Expenditures	\$2,127,850
Water Fund Capital Expenditures	2,590,000
Water Bond Expenditures	151,750
Sewer Fund Expenditures	2,438,600
Sewer Fund Capital Expenditures	570,936
Sewer Bond Expenditures	567,425
Water Replacement Expenditures	1,097,000
Sewer Replacement Expenditures	655,937
Sewer Headworks RPL and Bond Exp	5,600,000
Total Expenditures	<u>\$15,799,498</u>
 <u>TOTAL EXPENDITURES ALL FUNDS</u>	 <u>\$34,131,166</u>



SECTION 3. A general tax levy on all taxable property within the City of Hailey shall be levied in an amount allowed by law for the general purposes of said City for the fiscal year beginning October 1, 2024 and ending September 30, 2025.

SECTION 4. All ordinances and/or portions or parts of ordinances in any way inconsistent with or in conflict with this Ordinance are hereby repealed.

SECTION 5. This Ordinance shall be in full force and effect from and after its passage, approval and publication according to law.

PASSED AND ADOPTED BY THE HAILEY CITY COUNCIL AND APPROVED BY THE MAYOR THIS 9th DAY OF September, 2024.

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Martha Burke, Mayor, City of Hailey

ATTEST:

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Mary Cone, City Clerk

Publish: Idaho Mountain Express September 25, 2024.

**Return to Agenda**