

**AGENDA OF THE
HAILEY CITY COUNCIL MEETING
Monday, September 28, 2026 * 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:

CA 259	Motion to Resolution 2026-087, authorizing the Mayor's signature on Pay Application No. 12 with Engineered Structures Inc., in the amount of \$566,767.22, for work completed on the Headworks Improvements Project.	
	ACTION ITEM	1
CA 260	Motion to approve Resolution 2026-088, ratifying the Mayor's signature on a disbursement request for the 2026 EMSAVE grant award for a new extrication ram for the Hailey Fire Department in the amount of \$12,600.	
	ACTION ITEM	16
CA 261	Motion to adopt Resolution 2026-089, authorizing a 5-year renewal lease agreement with Western States Equipment through CAT Financial, for a Caterpillar D5 Dozer at \$32,062.27 annually.	
	ACTION ITEM	21
CA 262	Motion to adopt Resolution 2026-090, authorizing a 7-year lease agreement with Western States Equipment through CAT Financial, for a Caterpillar 938 Loader #04118, at \$38,913.75 annually.	
	ACTION ITEM	41
CA 263	Motion to adopt Resolution 2026-091, authorizing a 7-year lease agreement with Western States Equipment through CAT Financial, for a Caterpillar 938 Loader #03765, at \$38,913.75 annually.	
	ACTION ITEM	61
CA 264	Motion to approve Resolution 2026-092, authorizing a contract for services with The Senior Connection for transportation services in the amount of \$5,464 for FY 27	
	ACTION ITEM	81
CA 265	Motion to approve Resolution 2026-093, authorizing a contract for services with Frederick Allington, Esq. in the amount of \$54,804 for prosecution of misdemeanor services for FY 27	
	ACTION ITEM	88
CA 266	Motion to approve Resolution 2026-094, authorizing contract for services with Mountain Rides in the amount of \$106,000	
	ACTION ITEM	97
CA 267	Motion to adopt Resolution 2026-095, authorizing the Mayor to sign contract with Ketchum Computers for IT service.	
	ACTION ITEM	106
CA 268	Motion to approve the Findings of Fact, Conclusions of Law, and Decision for the Final Plat Subdivision Application for Sunbeam Subdivision (Phase II), submitted by Marathon Partners, LLC, and represented by Opal Engineering and BYLA, wherein Sunbeam Subdivision Phase II, Parcels B and C, are subdivided into 59 lots (42 lots and 17 sublots), as well as Parcel B1, which includes the remaining park dedication of 3.34 acres, as contemplated in the approved Planned Unit Development Agreement.	
	ACTION ITEM	115
CA 269	Motion to approve minutes of September 14, 2026, and to suspend reading of them	
	ACTION ITEM	129
CA 270	Motion to approve claims for expenses incurred during the month of August 2026, and claims for expenses due by contract in September, 2026	
	ACTION ITEM	136

MAYOR'S REMARKS:

MR 000

PROCLAMATIONS AND PRESENTATIONS:

[PP 271](#) Presentation/annual update by Mel Jackson, Sun Valley Economic Development **ACTION ITEM**..... 167

PUBLIC HEARING:

[PH 272](#) Consideration of Resolution 2026-096, approving updated Franchise agreement which amends Section 5.c, of Clear Creek Franchise Agreement adopted with Resolution 2025-083 regarding Hold Back provision.
ACTION ITEM 172

- Consideration of Resolution 2026-097, establishing a rate increase with Clear Creek Disposal for commercial and residential solid waste/curbside recycling rates based on inflationary factors (labor and landfill costs). Residential and commercial rate increases are proposed at 3.9%. **ACTION ITEM** 191

NEW BUSINESS:

[NB 273](#) Consideration of an Appeal Application submitted by Janene Poggi regarding the denial of an Encroachment Permit Application located at 3840 Woodside Blvd. **ACTION ITEM** 210

[NB 274](#) Consideration of Motion to approve Resolution 2026-_____, authorizing an MOU regarding community housing partnership with The Advocates. **ACTION ITEM**..... 255

OLD BUSINESS:

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

STAFF REPORTS: Staff Reports Council Reports Mayor’s Reports

[SR 275](#) Water Conservation Program Update 263

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 - 1368 Next Resolution Number- 2026-098

AGENDA ITEM SUMMARY

DATE: 09/28/2026

DEPARTMENT: PW

DEPT. HEAD SIGNATURE: BY _____

SUBJECT: Motion to adopt Resolution 2026-____, authorizing Pay Application No. 12 with Engineered Structures Inc., in the amount of \$566,767.22, for work completed on the Headworks Improvements Project.

ACTION ITEM

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

In accordance with the contract documents, Engineered Structures, Inc. (ESI) has submitted Pay Application No. 12 for the Headworks Improvements project. The City's Public Works Director and HDR have reviewed the pay application, and confirmed that all quantities and materials included in the pay estimate have been received.

The amount requested in Pay Application No. 12 is \$566,767.22 through August 2026. The project is 53% complete.

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

☐ City Administrator	☐ Library	☐ Benefits Committee
☐ City Attorney	☐ Mayor	☐ Treasurer
☐ City Clerk	☐ Planning	☐ Streets
☐ Building	☐ Police	☒ Wastewater
☐ Engineer	☒ Public Works	☐ Water
☐ Fire Dept.	☐ P & Z Commission	☐ Parks

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to adopt Resolution 2026-____, authorizing Pay Application No. 12 with Engineered Structures Inc., in the amount of \$566,767.22, for work completed on the Headworks Improvements Project. **ACTION ITEM**

ADMINISTRATIVE COMMENTS/APPROVAL:

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

ACTION OF THE CITY COUNCIL:

Date _____

City Clerk _____

FOLLOW-UP:

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

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

CITY OF HAILEY
RESOLUTION NO. 2026-__

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY
AUTHORIZING PAY APPLICATION NO. 12 WITH ENGINEERED STRUCTURES
INC. (ESI), IN THE AMOUNT OF \$566,767.22, FOR WORK COMPLETED ON THE
HEADWORKS IMPROVEMENTS PROJECT.**

WHEREAS, the City of Hailey has a contract with ESI in the amount of \$6,791,410.00, for the Headworks Improvements Project,

WHEREAS, the Contractor has completed 53% of the work, resulting in Pay Application No. 12 in the amount of \$566,767.22,

WHEREAS, Pay Application No. 12 has been reviewed and approved by the Public Works Director and HDR Engineering,

WHEREAS, the City of Hailey agrees with Pay Application No. 12, 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 Pay Application No. 12 and that the Mayor is authorized to sign the Pay Application.

Passed this 28th day of September, 2026.

City of Hailey

Martha Burke, Mayor

ATTEST:

Mary Cone, City Clerk



September 1, 2026

Mr. Brian Yeager
Public Works Director
City of Hailey
115 Main St. South
Hailey, ID 83333

Re: WRF Headworks Construction Project – ESI Payment Application #12 (August 2026)

Dear Mr. Yeager,

The attached Application and Certificate for Payment #12 by Engineered Structures, Inc. (ESI) for the Hailey Headworks construction project has been reviewed by HDR. The application work completed during the period appears accurate. The descriptions of work during this application are generally:

- Project Supervision & Management
- Major Materials & Equipment – Electrical Gear and HVAC
- Site – DGS, PD and UW lines
- Headworks Building
 - Backfill
 - Concrete – Bldg. footings & stem walls
 - Electrical
 - MAU stored materials

The payment total due after 5% retainage is \$566,767.22. The project is 53% completed through the August 2026 period. Please put this Payment Application on a September 2026 City of Hailey Council meeting agenda.

Please contact me at 208-387-7073 or brad.bjerke@hdrinc.com if there are additional questions.

Sincerely,
HDR Engineering, Inc.

Bradley Bjerke, PE
Project Manager

Cc: Bryson Ellsworth/Hailey WW Div. Mgr.
Kody Thomas/HDR

hdrinc.com

River Quarry at Parkcenter
412 E. Parkcenter Blvd. Suite 100
Boise, ID 83706-6659
(208) 387-7000

Contractor's Application for Payment No.

Owner:	City of Hailey, Idaho	Owner's Project No.:	
Engineer:	HDR	Engineer's Project No.:	
Contractor:	Engineered Structures, Inc	Contractor's Project No.:	Q129
Project:	Woodside Water Reclamation Facility Headworks Improvements		
Contract:			
Application No:	12	Application Date:	8/25/2026
Application Period:	From: 8/1/2026 To: 8/31/2026		

Change Order Summary			
Approved Change Orders	Number	Additions	Deductions
	1		
	2	\$165,926.44	
	3		
	4		
	5		
	6		
	7		
	8	\$165,926.44	
	TOTALS		
	NET CHANGE BY		\$165,926.44
	CHANGE ORDERS		

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

- (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
- (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and
- (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor Signature

By: **Steve Craig**
Digitally signed by Steve Craig
 DN: cn=Steve Craig, o=ESi
 E=stevecraig@contractor.com, O=ESi
 Date: 2026.09.01 09:21:40-0607

Date: **9/1/2026**

Payment of:	\$ <u>566,767.22</u>	(Line 8 or other - attach explanation of the other amount)
is recommended by:	<u>Steve Craig</u> (Engineer)	<u>9/1/2026</u> (Date)
Payment of:	\$ <u>566,767.22</u>	(Line 8 or other - attach explanation of the other amount)
is approved by:		(Owner)
Approved by:		(Date)
		Funding or Financing Entity (if applicable)
		(Date)

Progress Estimate - Lump Sum Work

Contractor's Application

For (Contract): Woodside Water Reclamation Facility Headworks Improvements				Application Number: 10		
				Application Date: 8/25/2026		

Progress Estimate - Lump Sum Work

Contractor's Application

For (Contract) Woodside Water Reclamation Facility Headworks Improvements									
					Application Number: 10				
					Application Date: 8/25/2026				
Item	A Description	B Scheduled Value (\$)	Work Completed		E Materials Presently Stored (not in C or D)	F Total Completed and Stored to Date (C + D + E)	% (F / B)	G Balance to Finish (B - F)	
			C From Previous Application (C+D)	D This Period					
	Monorail & Hoist - Idaho Material Handling Process Mechanical	9,486.00	188,098.09	31,907.91		220,000.00	100.00%	9,486.00	-
	Submersible End Suction Sewage Pump - IPS	89,887.00	89,887.00			89,887.00	100.00%	112,614.00	-
	Slide Gates - MISCO	112,614.00				-		207,505.80	
	Grit Classifier - Veolia	230,562.00	23,056.20			23,056.20	10.00%	66,400.00	
	Demolition - A&B Excavating	66,400.00				-			
	Site								
	Chain Link Fence - Subcontracted - 3H Fencing								
	522 LF New Fence	30,000.00	30,000.00			30,000.00	100.00%	-	
	Demolition of existing Fence	5,000.00	5,000.00			5,000.00	100.00%	-	
	Asphalt Paving - Subcontracted - Magic Valley Paving								
	Site Preparation	50,000.00				-		50,000.00	
	Paving - Subcontracted - Idaho Materials & Construction	30,000.00				-		30,000.00	
	Yard Pipe								
	RS								
	Excavate/Backfill/Compact	35,000.00	23,051.95			23,051.95	66.00%	11,948.05	
	Pipe Install	9,000.00	3,500.00			3,500.00	39.00%	5,500.00	
	Tie-In @ Existing RS	3,000.00				-		3,000.00	
	DGS								
	Excavate/Backfill/Compact	28,000.00		25,250.00		25,250.00	90.00%	2,750.00	
	Pipe Install	7,500.00		6,750.00		6,750.00	90.00%	750.00	
	Tie-In @ Batch Tank	2,000.00		1,800.00		1,800.00	90.00%	200.00	
	PD								
	Excavate/Backfill/Compact	65,000.00		39,000.00		39,000.00	60.00%	26,000.00	
	Pipe Install	16,000.00		9,600.00		9,600.00	60.00%	6,400.00	
	Tie-In to Existing PD	5,000.00		3,000.00		3,000.00	60.00%	2,000.00	
	NG								
	Excavate/Backfill/Compact	18,000.00				-		18,000.00	
	Pipe Install - subcontracted - Evans Plumbing	5,000.00				-		5,000.00	
	Tie-In to Existing NG	1,000.00				-		1,000.00	
	UW								
	Excavate/Backfill/Compact	14,000.00		7,000.00		7,000.00	50.00%	7,000.00	
	Pipe Install	4,000.00		2,000.00		2,000.00	50.00%	2,000.00	
	SD								
	Excavate/Backfill/Compact	5,000.00				-		5,000.00	
	Pipe Install	1,500.00				-		1,500.00	
	Influent Flow Meter Vault								

Progress Estimate - Lump Sum Work

Contractor's Application

For (Contract) Woodside Water Reclamation Facility Headworks Improvements							Application Number: 10	
							Application Date: 8/25/2026	
Item	A Description	B Scheduled Value (\$)	Work Completed		E Materials Presently Stored (not in C or D)	F		G Balance to Finish (B - F)
			C From Previous Application (C+D)	D This Period		Total Completed and Stored to Date (C + D + E)	% (F / B)	
	Excavate/Backfill/Compact	12,000.00	10,402.62	1,597.38	-	12,000.00	100.00%	-
	Install Vault	3,000.00	3,000.00		-	3,000.00	100.00%	-
	Install Flow Meters	1,500.00				-		1,500.00
	Install Plug Valve & Dismantling Joint	1,500.00				-		1,500.00
	Woodside Influent Lift Station							
	Bypass Pumping	65,000.00				-		65,000.00
	Install Plug Valves & Swing Check	1,500.00				-		1,500.00
	Replace Pumps	5,500.00				-		5,500.00
	Mechanical - Subcontracted - Trade Masters							
	Influent Pump Station							
	Demolition	10,000.00				-		10,000.00
	Pipe & Equipment Install	15,000.00				-		15,000.00
	Woodside Influent Lift Station							
	Demolition	10,000.00				-		10,000.00
	Pipe & Equipment Install	20,000.00				-		20,000.00
	Electrical - Subcontracted - Barin Group							
	Ductbanks/Site Lighting							
	Earthwork	30,000.00		13,724.64		13,724.64	46.00%	16,275.36
	Conduit/Wire Labor	15,000.00	1,500.00	1,432.54		2,932.54	20.00%	12,067.46
	Conduit/Wire Materials	40,000.00	6,674.83	7,678.58		14,353.41	36.00%	25,646.59
	Grounding	10,000.00				-		10,000.00
	Electrical Building							
	Demolition	25,000.00	2,177.16			2,177.16	9.00%	22,822.84
	Conduit/Wire Labor	6,000.00				-		6,000.00
	Conduit/Wire Materials	25,000.00	1,322.79			1,322.79	5.00%	23,677.21
	Instrumentation	10,000.00		-		-		10,000.00
	Influent Pump Station							
	Demolition	10,500.00				-		10,500.00
	Conduit/Wire Labor	6,000.00				-		6,000.00
	Conduit/Wire Materials	15,000.00	2,767.80			2,767.80	18.00%	12,232.20
	Instrumentation	20,000.00		-		-		20,000.00
	Headworks Building							
	Earthwork							
	Cut & Fill	150,500.00	150,000.00	500.00		150,500.00	100.00%	-
	Foundation excavation		90,455.00			90,455.00	100.00%	-
	Foundation backfill	100,000.00	86,653.44			86,653.44	87.00%	13,346.56

Progress Estimate - Lump Sum Work

Contractor's Application

For (Contract) Woodside Water Reclamation Facility Headworks Improvements		Application Number: 10						
		Application Date: 8/25/2026						
Item	A Description	B Scheduled Value (\$)	Work Completed		E Materials Presently Stored (not in C or D)	F		G Balance to Finish (B - F)
			C From Previous Application (C+D)	D This Period		Total Completed and Stored to Date (C + D + E)	% (F / B)	
	Building Pad Preparation	50,000.00	50,000.00			50,000.00	100.00%	-
	Site Concrete Preparation	50,000.00	20,000.00			20,000.00	40.00%	30,000.00
	Void Backfill	40,000.00	8,398.85		31,601.15	40,000.00	100.00%	-
	Concrete - Subcontracted - S&C Concrete							
	Grit Chamber	135,000.00	135,000.00			135,000.00	100.00%	-
	Building Footings	110,000.00	96,977.00		13,023.00	110,000.00	100.00%	-
	Building Stem Walls	110,000.00	99,156.00		10,844.00	110,000.00	100.00%	-
	Building Slab	80,000.00	59,535.60			59,535.60	74.00%	20,464.40
	Roof Deck	40,000.00			-	-		40,000.00
	Site Footings	30,000.00	30,000.00			30,000.00	100.00%	-
	Site Retaining Wall	140,000.00	140,000.00			140,000.00	100.00%	-
	Site Work	50,000.00	18,240.00		19,500.00	37,740.00	75.00%	12,260.00
	Flowable Fill/Encasement	50,000.00	50,000.00			50,000.00	100.00%	-
	Masonry - Subcontracted - IMS							280,000.00
	Steel Installation - Subcontracted - Gravity							
	South Canopy Columns and Beams	17,500.00				-		17,500.00
	West Canopy Columns and Beams	20,000.00				-		20,000.00
	Steel Decking	10,000.00				-		10,000.00
	Aluminum Stairs and Railing	25,000.00				-		25,000.00
	Monorail	2,500.00				-		2,500.00
	Electrical Room Drywall & Framing - Subcontracted - Interior Contractors							
	8" CFMF Joist	7,500.00	7,500.00			7,500.00	100.00%	-
	Drywall	2,500.00	2,500.00			2,500.00	100.00%	-
	Membrane Roofing - Subcontracted - Rainguard							
		50,000.00				-		50,000.00
	Plumbing - Subcontracted - Evans Plumbing							
	Natural Gas	7,500.00				-		7,500.00
	Roof Drains	10,000.00			5,000.00	5,000.00	50.00%	5,000.00
	Condensate	2,500.00				-		2,500.00
	Mechanical Process Piping - Subcontracted - Trade Masters							
	UW Piping	30,000.00				-		30,000.00
	DS Piping	10,000.00				-		10,000.00
	GR Piping	14,000.00				-		14,000.00
	PD Piping	10,500.00	10,500.00		-	10,500.00	100.00%	-
	RS Piping	20,000.00	11,513.89		-	11,513.89	58.00%	8,486.11
	DGS Piping	15,000.00	15,000.00		-	15,000.00	100.00%	-
	Mechanical Equipment - Subcontracted - Trade Masters							
	SCRN 02-10 & 02	35,000.00				-		35,000.00
	Grit Classifier	20,000.00				-		20,000.00
	Slide Gates	25,000.00				-		25,000.00
	HVAC - Subcontracted - Idaho Refrigeration							

Progress Estimate - Lump Sum Work

Contractor's Application

For (Contract): Woodside Water Reclamation Facility Headworks Improvements				Application Number: 10								
				Application Date: 8/25/2026								
		Work Completed		E		F		G				
A		B	C	D	Materials Presently Stored (not in C or D)		Total Completed and Stored to Date (C + D + E)		% (F / B)		Balance to Finish (B - F)	
Item	Description	Scheduled Value (\$)	From Previous Application (C+D)	This Period								
	MAU-02-10	38,000.00						-				38,000.00
	SS/CU-01-01	20,000.00	461.10					461.10			2.00%	19,538.90
	EF-02-10	7,500.00						-				7,500.00
	EF-02-02	7,500.00						-				7,500.00
	PPU-02-10	15,000.00						-				15,000.00
	Louvers	5,000.00						-				5,000.00
	Grilles, Registers, Diffusers	5,000.00						-				5,000.00
	MAU Ductwork	25,000.00						-				25,000.00
Electrical - Subcontracted - Barin Group												
	Gear Install Labor	17,000.00						-				17,000.00
	Lighting Install Labor	35,000.00						-				35,000.00
	Lighting Install Material	30,000.00		2,767.80				2,767.80			9.00%	27,232.20
	Conduit/Wire Labor	33,500.00	5,700.00	1,015.31				6,715.31			20.00%	26,784.69
	Conduit/Wire Materials	72,000.00	21,406.25	7,936.72				29,342.97			41.00%	42,657.03
	Grounding Labor	1,500.00	1,200.00					1,200.00			80.00%	300.00
	Grounding Materials	3,000.00	2,500.00					2,500.00			83.00%	500.00
	Instrumentation Labor	96,000.00	20,622.20	9,311.41				29,933.61			31.00%	66,066.39
	Power Devices Labor	45,000.00	4,500.00					4,500.00			10.00%	40,500.00
	Power Devices Material	34,000.00	3,031.00	3,367.86				6,398.86			19.00%	27,601.14
Fire Alarm - Subcontracted - Barin Group												
	Install Labor	15,000.00						-				15,000.00
	Material	17,000.00						-				17,000.00
	Sub - OMNI	47,761.75	7,164.15					7,164.15			15.00%	40,597.60
Painting & Coating - Subcontracted - Columbia												
	Pipe Coatings	6,000.00						-				6,000.00
	Doors And Frames	4,500.00						-				4,500.00
	Interior Walls	34,500.00	8,000.00					8,000.00			23.00%	26,500.00
	Exterior Walls	50,000.00						-				50,000.00
	Steel Dcoatings	15,000.00						-				15,000.00
	Door Install - Subcontracted - Abare Builders	4,000.00						-				4,000.00
	Overhead Doors - Subcontracted - Overhead Door Comp	40,000.00						-				40,000.00
	Signage - Subcontracted - Star Sign	1,109.84						-				1,109.84
	Startup and Testing	30,000.00	1,751.44					1,751.44			6.00%	28,248.56
	Change Orders							-				-
	COR 001 - Time Extension Due to 60-Day Permit Delay		-	-				-				-
	COR 002 - WCD 01 Costs	165,928.44	42,211.95	123,714.49				165,926.44			100.00%	-
	Totals	\$6,957,336.44	\$3,078,213.38	\$554,939.07				\$3,674,810.45				\$3,282,525.99

Contractor's Application

Application Number:

12

[illegible]

INVOICE

JB Inland NW
549 S. Dawson St.
Seattle, WA 98108

ar@jbarrow.com



Invoice To:

IDAHO REFRIGERATION & HVAC
2346 W HEMINGWAY BLVD
NAMPA, ID 83651

Ship To:

Idaho Refrigeration & HVAC
2346 W Hemingway Blvd
Nampa, ID 83651-1565

Pay Via ACH/Wire:

Routing #: 125000105
Account #: 153599235824
Job #: 2505-0558-03
Job Name:

Billing Date:	August 14, 2026
Due Date:	September 13, 2026
Salesperson:	
Account #:	C13679
Invoice #:	PS-INV106295
Amount Due:	\$41,658.00
Terms:	Net 30 days
PO Number:	HAILEY WRF

Manufacturer	Item #	Description	Quantity Ordered	Quantity Shipped	Unit Price	Amount
	BR	(1) MAU	0	1	\$39,300.00	\$39,300.00
Subtotal						\$39,300.00
Tax						\$2,358.00
Total(Including Tax)						\$41,658.00
Payments						\$0.00
Balance Due						\$41,658.00

Current	1-30 Days	31-60 Days	61-90 Days	Over 90 Days	Balance Due
\$41,658.00	\$0.00	\$0.00	\$0.00	\$0.00	\$41,658.00

Direct Inquiries & Correspondence To:

JB Inland NW
549 S. Dawson St.
Seattle, WA 98108

ar@jbarrow.com

Return Policy:

No returns without prior authorization. RMA# required for returns.
All returns subject to 35% restocking and all freight charges.

TERMS AND CONDITIONS OF SALE

1. Offer and Acceptance, Buyer. The following terms and conditions (these "Terms and Conditions") are incorporated into and made part of each purchase order (the "Order") pursuant to which [Gil-Bar Industries, LLC] or any of its affiliated companies (the supplying entity under any Order, "Supplier") sells any goods (the "Products") to any individual, company or other organization ("Buyer"). Together with the Order(s), these Terms and Conditions constitute the entire agreement between Supplier and Buyer. Any term or condition in any order, confirmation, acknowledgment form or other document furnished by Buyer at any time which is in any way inconsistent with or in addition to the terms and conditions set forth in these Terms and Conditions is hereby expressly rejected, and Supplier's acceptance of any offer or order of Buyer is expressly made in reliance on Buyer's assent to all terms and conditions hereof. No prior contracts, proposals, understandings, offers or course of conduct, or performance or custom of trade shall in any way alter or amend the interpretation or enforcement of these Terms and Conditions.
2. Quotations, Pricing, Changes. Unless otherwise indicated therein, written quotations by Supplier shall expire automatically [30] days after the date appearing on the quotation unless Supplier receives and accepts Buyer's Order within that period. Prior to the expiration date, any quotation is subject to change by Supplier at any time upon verbal or written notice to Buyer. Unless otherwise stated in the Order or agreed in writing, all prices are in U.S. Dollars and prices for Products do not include any federal, state, provincial, or local taxes or import duties.
3. Payment Terms; Invoice; Setoff. Unless otherwise stated in the Order, terms of payment are net 30 days from the date of invoice. [Buyer agrees to pay interest on overdue invoices at the lesser of 1.5% per month and the highest rate permitted by law.] All shipments to be made hereunder shall at all times be subject to the approval of Supplier's credit department. Supplier may invoice Buyer and recover for each delivery of Products made as a separate transaction without regard to any other delivery. [If Buyer is in default under any contract with Supplier or if, in Supplier's sole judgment, the financial responsibility of Buyer is or becomes unsatisfactory, then Supplier may at its option and without prejudice to any of its other remedies (a) defer or decline to make any shipments hereunder except upon receipt of satisfactory security or cash payments in advance, (b) deduct any amount owed by Buyer or any of its affiliates to Supplier or its affiliates from any amount payable to Buyer by Supplier or its affiliates, or (c) terminate any order of Products that may have been placed by Buyer.] Buyer shall reimburse Supplier for any costs incurred by Supplier, including reasonable attorney's fees, to collect amounts due from Buyer to Supplier.
4. Security Interest. Supplier retains, and Buyer hereby grants to Supplier, a purchase money security interest under applicable laws in the Products until payment in full has been made. In the event of default by Buyer under these Terms and Conditions or any Order, Supplier shall have all the rights and remedies of a secured creditor under applicable laws. Buyer authorizes Supplier to prepare any such financing statements and other documents as Supplier may require in order to perfect Supplier's security interest.
5. Changes. Orders shall not be subject to cancellation or modification by Buyer in whole or in part without Supplier's prior written consent and payment of a reasonable cancellation charge for [applicable costs of purchased materials and labor costs incurred and for] costs which Supplier is [otherwise] obligated prior to such cancellation or modification, plus a reasonable profit margin for Supplier.
7. Delivery & Risk of Loss. Unless otherwise agreed in writing by the parties, Supplier reserves the right to select the mode of transport and the identity of the carrier. Unless otherwise agreed in writing, delivery is Freight on Board (FOB) the manufacturer's facility. Buyer will bear all risk of loss once Products are delivered to the carrier at the manufacturer's facility. In no event shall payment to Supplier or the manufacturer be withheld due to a pending claim with a freight carrier. Equipment costs include common carrier freight; parts costs do not include freight unless specifically noted on the applicable Order. Supplier is not liable for any jobsite conditions related to delivery (i.e. freight elevator, rigging charges or delivery to jobsite).
8. Production Times. Production times and delivery dates are estimates only and based on the current lead times as quoted from the factory, material availability and the prompt receipt of all necessary information from Buyer. Lead times commence after an Order is accepted by Supplier and Buyer's credit is approved. No guarantee of shipment is made by any date; Supplier will not be responsible for any delay, loss or damage in transit or failure to deliver within the time estimated, and no delay, loss or damage in transit or failure to deliver within the time estimated will be a breach of contract on Supplier's part. Under no circumstances shall Supplier have any liability for penalties or other consequential damages of any kind resulting in whole or in part from Supplier's delay in delivering, or failure to deliver, any Products to Buyer as agreed.
9. Warranty. From the time a Product is shipped until the earlier of (a) the 12 month anniversary of the date on which the applicable Product is put in use, or (b) the 18 month anniversary of the date of shipment, Supplier warrants to Buyer that the applicable Products will be free of defects in material and workmanship, except that Supplier makes no warranty against corrosion or abrasion of any Products. Notwithstanding anything to the contrary herein, the foregoing warranty [does not apply to Products that were not manufactured by Supplier, and] shall automatically be void for any Products which have been modified or repaired without Supplier's prior written authorization, subjected to improper handling, storage, installation, operation or maintenance, operated in a manner contrary to the Instructions (as defined below), or which have not been timely paid for as provided herein. SUPPLIER SHALL HAVE THE RIGHT TO INSPECT ANY PRODUCTS CLAIMED TO BE IN BREACH OF WARRANTY HEREUNDER AND SHALL HAVE THE RIGHT TO DETERMINE THE EXISTENCE AND THE CAUSE OF SUCH ALLEGED BREACH. THE WARRANTY SET FORTH IN THIS SECTION 9 IS SUPPLIER'S SOLE WARRANTY WITH RESPECT TO THE PRODUCTS AND (s) SUPPLIER DOES NOT MAKE, NOR AUTHORIZE ANY AGENT, REPRESENTATIVE OR THIRD PARTY TO MAKE, ANY WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, AS TO THE PRODUCTS' CONDITION, QUALITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND (y) SUPPLIER HEREBY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.
- The sole and exclusive remedy for losses or damages resulting from or relating to the Products (including claims based on contract, negligence, strict liability or other legal theories) shall be limited to, at Supplier's election, one of the following: [(i) replacement of the affected Product or part thereof, or (ii) refund of the purchase price paid for the Product; provided that Supplier's provision of (i) or (ii) is conditioned on its first being promptly notified of such loss or damage in writing]. For the avoidance of doubt, Supplier's obligation pursuant to the preceding sentence expressly excludes the cost of lost refrigerant and any labor costs or charges. SUPPLIER SHALL NOT BE LIABLE TO ANY PARTY FOR ANY OTHER LOSSES OR DAMAGES RESULTING FROM OR RELATING TO THE PRODUCTS, INCLUDING BUT NOT LIMITED TO ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, ECONOMIC, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOSS OF PROFITS, WHETHER IN CONTRACT, TORT OR OTHERWISE. THE WARRANTY SET FORTH IN THIS SECTION 9 SHALL BE THE SOLE REMEDY OF BUYER AND THE SOLE LIABILITY OF SUPPLIER.
10. Compliance with Instructions and Laws. Buyer shall comply with all instructions relating to the Products as may be issued from time to time by Supplier and, if applicable, the manufacturer of the Product, including, but not limited to, instructions concerning (a) storage, handling, transportation, possession, further manufacture or use, safety precautions, or other measures required or recommended to be taken in order to ensure that the Products function properly and do not cause damage or injury to any property or person, (b) any trademarks related to the Products and (c) use of the Products (collectively, "Instructions"), whether contained in any instructions set forth on or included in any of the Products' labels or packaging. Buyer shall bring such Instructions to the attention of any subsequent buyer of the Products and shall ensure that such subsequent buyer complies with all Instructions. In addition, Buyer will, at its expense, comply with all federal, state, provincial, local and foreign laws, orders, rules, regulations and ordinances, including import and export laws and regulations that may be applicable to its use of the Products and performance of its obligations under these Terms and Conditions and any Order.
11. Ownership of Proprietary Materials. Except for a limited license to use [or sell] the Products, as applicable, Supplier does not transfer or license to Buyer any patent, trade secret, trademark, copyright or other intellectual property right ("Intellectual Property Right") owned or used by Supplier, and Supplier retains ownership of any Intellectual Property Right that is related to the Products or is otherwise developed by or provided to Buyer in connection with the supply of the Products. Supplier will have no obligation with respect to any infringement claim based upon any: (a) misuse or modification of the Products by Buyer or its employees or agents, (b) use of the Products in combination with other materials, goods, products, or services, (c) failure of Buyer to implement any update provided by Supplier that would have prevented the claim, or (d) Products that Supplier made to Buyer's specifications or designs.
12. Limited Trademark License. If words, symbols, designs, trademarks, service marks, logos, commercial symbols and other indicia of trade origin of Buyer (collectively, "Buyer Marks") are provided by Buyer to Supplier for printing on a particular Product, then Buyer represents that the Buyer Marks are either in the public domain or are the property of Buyer and do not infringe on the Intellectual Property Rights of others.
13. Indemnification. Buyer assumes complete responsibility for, and agrees to defend, indemnify and hold Supplier and its affiliates and its and their respective employees, directors, officers, agents, and representatives harmless from and against, any and all claims, demands, actions, and causes of action, and all losses and other costs incurred as a result thereof (including reasonable attorney's fees, expert witness fees and court costs) (collectively, "Losses"), which arise in connection with or otherwise relate to the Products sold to Buyer, including any Losses on account of (a) injury to any person or any property or damage, (b) any misuse or modification of the Products by Buyer or its employees or agents, and (c) any act (or failure to act) by Buyer or its employees or agents in contravention of the Instructions, including any failure to store, install, operate, or maintain the Products in accordance with the Instructions. Buyer will not make any admissions on behalf of Supplier or enter into a settlement without Supplier's prior written consent. The indemnification obligations of Buyer under this Section are not exclusive and are in addition to, and shall not impair or exclude: Supplier's rights or remedies otherwise available to Supplier, under applicable law, and all such rights and remedies of Supplier are cumulative.
14. Confidentiality. All confidential or proprietary information of Supplier and its affiliates, whether or not marked as "confidential" ("Confidential Information"), may be used by Buyer only for the purposes contemplated under these Terms and Conditions and an applicable Order, and Buyer shall not disclose such Confidential Information to third parties or otherwise use it for any other purpose. Confidential Information will not include information which: (a) is or becomes publicly available without breach of these Terms and Conditions or an applicable Order by Buyer; (b) was known to Buyer prior to its receipt from Supplier as evidenced in dated, written documentation; or (c) is developed by Buyer independently of its access to Confidential Information as evidenced by dated, written documentation. Buyer is permitted to disclose Supplier's Confidential Information only to those of its and its affiliates' employees and authorized subcontractors on a need to know basis as is required for Buyer to perform its obligations under these Terms and Conditions and any applicable Order, provided that such employees and authorized subcontractors have written confidentiality obligations to Buyer that apply to Confidential Information which obligations are no less stringent than the confidentiality obligations under this Section. Buyer shall not use Confidential Information for its own, or any third party's, benefit, and upon Supplier's request, Buyer shall promptly return to Supplier all Confidential Information. Buyer's confidentiality obligations shall survive the termination or performance of any and all Orders for so long as Confidential Information remains confidential. In order to assure that Supplier is able to obtain the full benefit of the restrictions set forth in this Section, Supplier shall be entitled to injunctive relief, including, but not limited to, emergency, preliminary, temporary and permanent injunctions, from any court of competent jurisdiction as may be necessary to enjoin any violation of the foregoing covenants, without the necessity of proving immediate irreparable harm or an inadequate remedy at law. If the parties have already entered into a confidentiality or non-disclosure agreement ("NDA"), the terms and conditions of the NDA shall apply and control for confidentiality obligations between the parties in lieu of this Section.
15. Limitation on Supplier's Liability. UNDER NO CIRCUMSTANCES WILL SUPPLIER BE LIABLE FOR ANY SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF REVENUE, OR LOSS OF CAPITAL. Supplier's liability on any claim of any kind for loss or damage arising out of, in connection with or resulting from the performance or breach of these Terms and Conditions or any Order shall in no case exceed the price allocable to the Products which give rise to the claim.
16. Force Majeure. Supplier shall not be liable to Buyer for any losses, damages or expenses incurred or sustained by Buyer or any other persons or entities by reason of Supplier's delay in a scheduled delivery or other failure in performance caused by acts beyond Supplier's control, such as, without limitation, (a) acts of God, landslides, lightning, earthquakes, fires, storm or storm warnings such as hurricanes which result in the evacuation of the affected areas, floods, washouts, or explosions; (b) acts of others such as strikes, lockouts or other industrial disturbances, riots, sabotage, terrorism, insurrections or wars; (c) pandemics, epidemics, and other public health emergencies, including governmental responses thereto; and (d) other governmental actions, such as necessity for compliance with any court order, law, statute or ordinance, or regulations promulgated by a governmental authority having jurisdiction, in each case other than with respect to such matters arising out of the actions of the person claiming excuse of performance by reason thereof ("Force Majeure"). In the event of the occurrence of any Force Majeure event, the time for performance shall be extended for such time as may be reasonably necessary to enable Supplier to perform. Supplier may, during any period of shortage due to any of the above contingencies, allocate its available supply of Products among itself and its customers in such manner as Supplier, in its judgment, deems fair and equitable.
17. Inspection. Upon the carrier's delivery of Products to Buyer, Buyer shall immediately inspect the Products for damage, missing quantity, defects or other non-conformities. If Buyer discovers any damaged or missing Product, or any defective or other non-conforming Product, Buyer shall (a) note the defect on its proof of delivery and (b) notify Supplier in writing of the claim immediately, and in any event no later than [5] days after the date of the carrier's delivery of the Product to Buyer (the "Inspection Period"). Any Product for which Buyer does not provide written notice of rejection to Supplier during the Inspection Period shall be deemed accepted by Buyer. Unless otherwise agreed by Supplier in writing, Buyer's return shipment to Supplier of rejected Product shall be at Buyer's expense and risk of loss.
18. Independent Contractors. Buyer and Supplier are independent contractors, and nothing in these Terms and Conditions or any Order makes either party the agent or legal representative of the other party for any purpose. Neither party has authority to assume or to create any obligation on behalf of the other party.
19. Governing Law, Jurisdiction and Venue. These Terms and Conditions and any Orders shall be governed by and construed in accordance with the laws of the State of [Delaware] without reference to the choice of law principles thereof. Each party irrevocably submits to the jurisdiction of the federal and state courts of the State of [Delaware] and hereby waives, to the fullest extent it may effectively do so, the defense of an inconvenient forum to the maintenance of such action or proceeding.
20. Miscellaneous. Neither party's rights and obligations hereunder shall be delegated or assigned without the other party's prior written consent. In the event any one or more of the terms and conditions contained herein shall be held to be invalid, illegal or unenforceable in any respect by a court, such invalidity, illegality or enforceability shall not affect the other Terms and Conditions stated herein; provided, however, that the remaining terms and conditions can be reasonably construed together without the provision declared invalid, illegal, or unenforceable. Waiver by Supplier of any breach of these Terms and Conditions, or of any contract of which these terms and conditions are a part, shall not be construed as a waiver of any other such breach. Supplier may amend or modify these Terms and Conditions upon written notice to Buyer.

Direct Inquiries & Correspondence To:

Return Policy:

No returns without prior authorization. RMA# required for returns.
All returns subject to 35% restocking and all freight charges.



**CONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Project Name: City of Hailey Woodside WRF - Hailey, ID
Project Location: 4297 Glenbrook Dr. Hailey, ID 83333
Owner: CITY OF HAILEY
Invoice/Payment Application Number: Q129-12
Payment Amount: \$ 566,767.22

Upon receipt by the undersigned of a check in the above-referenced Payment Amount payable to the undersigned, and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release and the undersigned shall be deemed to waive any notice of lien, any private bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to payment rights that the undersigned has on the above-described Project to the following extent:

This release covers a progress payment for the work, materials, and equipment furnished by the undersigned to or for the Project which are the subject of the Invoice or Payment Application, but only to the extent of the Payment Amount or such portion of the Payment Amount as the undersigned is actually paid, and does not cover any retention withheld, any items, modifications, or changes pending approval, disputed items or claims, or items furnished that are not paid.

Dated: 9/1/2026

Signature and Title: Steve Craig

Digitally signed by Steve Craig
DN: cn=US, e=stevecraig@esiconstruction.com,
ou=ESI Construction, ou=ESI Construction,
cn=Steve Craig
Date: 2026.09.01 09:13:15-0600

Company: **ENGINEERED STRUCTURES, INC.**

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 09/28/2026

DEPARTMENT: PW

DEPT. HEAD SIGNATURE: BY/MB

SUBJECT: Motion to approve Resolution 2026-____, ratifying the Mayor's signature on a disbursement request for the 2026 EMSAVE grant award for a new extrication ram for the Hailey Fire Department in the amount of \$12,600. **ACTION ITEM**

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

The City submitted a disbursement request to receive awarded grant funding in the amount of \$12,600 from the Idaho Military Division 2026 EMSAVE program for a new extrication ram for the Hailey Fire Department. The Department has ordered the extrication ram and plans to put it in service upon arrival.

The complete disbursement request is attached.

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

☐ City Administrator	☐ Library	☐ Benefits Committee
☐ City Attorney	☐ Mayor	☐ Streets
☐ City Clerk	☐ Comm. Dev.	☐ Treasurer
☐ Building	☐ Police	☐ _____
☐ Engineer	☒ Public Works	☐ _____
☐ Fire Dept.		

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to approve Resolution 2026-____, ratifying the Mayor's signature on a disbursement request for the 2026 EMSAVE grant award for a new extrication ram for the Hailey Fire Department in the amount of \$12,600. **ACTION ITEM**

ADMINISTRATIVE COMMENTS/APPROVAL:

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

ACTION OF THE CITY COUNCIL:

Date _____

City Clerk _____

FOLLOW-UP:

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

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

**CITY OF HAILEY
RESOLUTION NO. 2026**

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY RATIFYING
THE MAYOR'S SIGNATURE ON A GRANT DISBURSEMENT WITH THE IDAHO
MILITARY DIVISION, FOR THE PURCHASE OF AN EXTRICATION RAM IN THE
AMOUNT OF \$12,600.**

WHEREAS, the City of Hailey desires to purchase a new extrication ram,

WHEREAS, the City of Hailey desires to receive reimbursement from the Idaho Military Division in the amount of \$12,600, for the purchase of the new extrication ram,

WHEREAS, the City of Hailey and Idaho Military Division agree to the terms and conditions of the disbursement 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 disbursement between the City of Hailey and Idaho Military Division, and that the mayor's signature is ratified on the attached agreement.

Passed this 28th day of September, 2026.

City of Hailey

Martha Burke, Mayor

ATTEST:

Mary Cone, City Clerk

DATE: 9/14/26

Bureau of Emergency Medical Services
Attn: Gail Zarr
4732 S Ingalls St, Bldg 668
Boise ID 8383705-5004

Via Email:
EMSGrants@DHW.Idaho.gov

Re: FY27 EMSAVE Grant

Disbursement Request for: City of Hailey Disbursement/Invoice No: 10048

Date of Service: 8/4/26 to 05/28/28

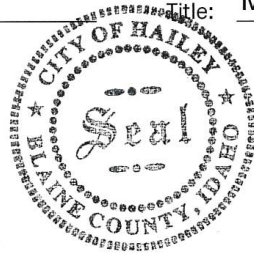
Please accept this request for grant fund disbursement for the above to complete the activities and/or services that are outlined in our FY27 EMSAVE Award.

Qty/Item	Description	Award
	1 Ram Tool \$12,600	
Total Amount Requested		\$12,600

As a representative of the subrecipient, I certify the funding requested through this award does not duplicate or supplant other funds received through existing payment or other programs. I understand that our subgrant becomes effective on the date it is signed by the Idaho Military Division and ends on date noted within the subgrant. Billing for services that occur outside of the subgrant dates will not be accepted or submitted without proof and the expenditure will be returned.

Signature:  Date: 9/14/26
Name: Martha Burke Title: Mayor

Attachment:
Signed Post Award Quote



Ph: 801-486-7285
 TF: 800-426-0509
slcsales@lncurtis.com
 UEI#: DDLSADSWN7U7



Intermountain Division
 1635 South Gramercy Road
 Salt Lake City, UT 84104
www.LNCurtis.com

Sales Order

SOLD TO:
 Hailey City Fire Department ID
 115 South Main Street, Suite H
 Hailey ID 83333

SHIP TO:
 Hailey City Fire Department
 ID
 115 South Main Street, Suite
 H
 Hailey ID 83333
 PO: Jamie Hoover

SALES ORDER NO.

1117950

DATE ORDER ACCEPTED

08/19/2026

SALESPERSON

Shannon Crays
scrays@lncurtis.com
 208-863-9557

CUSTOMER SERVICE REP

Kaitlynn Meek
kmeek@lncurtis.com
 801-486-7285 x2326

CUST ORDER/PO NO.	ORDERING PARTY	CUSTOMER NO.	TERMS	ORDER CLASS
Jamie Hoover	Jamie Hoover	C30882	Net 30	FR
F.O.B.	SHIP VIA	DELIVERY REQ. BY	SHIP COMPLETE	
SP	Standard Shipping		No	

NOTES & DISCLAIMERS

Safety Warning Notice: Products offered, sold, or invoiced herewith may have an applicable Safety Data Sheet (SDS) as prepared by the manufacturer of the product. The SDS is provided with the product. In addition, manufacturer's safety and/or warning notices, instructions and information relating to the proper use and care of the product is provided with the product. All applicable SDS, safety and/or warning notices, instructions and other information provided with the product should be thoroughly read, reviewed, and understood prior to handling, distributing, using, reselling, or servicing any and all products provided by Curtis. Materials utilized to clean, repair, maintain and/or service your owned equipment, as well as Curtis owned equipment, may contain per-and polyfluoroalkyl substances (PFAS) to meet national standards or original equipment manufacturer specifications. For other important product notices and warnings, or to request an SDS, product specifications, manufacturer's safety notices, instructions and/or warning notices, please contact Curtis or visit <https://www.lncurtis.com/product-notices-warnings>

LN	QTY	UNIT	PART NUMBER	DESCRIPTION	PL	UNIT PRICE	TOTAL PRICE
1	1	EA	274987000-9KC HURST	CR 522 E3 Connect Ram with Exten 9Ah Kit (Includes R 522 E3 Ram, extensions, (2) 9Ah batteries, (1) 110V Charger) + CAPTIUM	OM	\$14,121.11	\$14,121.11

Subtotal \$14,121.11

Estimated Tax Total \$0.00

Transportation* \$250.00

*(to be added when order ships)

Total \$14,371.11

[View Terms of Sale and Return Policy](#)

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 09/28/26

DEPARTMENT: PW

DEPT. HEAD SIGNATURE: BY _____

SUBJECT: Motion to adopt Resolution 2026-____, authorizing a 5-year renewal lease agreement with Western States Equipment through CAT Financial, for a Caterpillar D5 Dozer at \$32,062.27 annually. **ACTION ITEM**

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

The current lease agreement with Western States Equipment for the CAT D5 Dozer is expiring soon. Attached is a renewal lease agreement with Western States Equipment Company through CAT Financial Services. The yearly lease payment for the CAT D5 Dozer is \$32,062.27, with a guarantee from Western States Equipment to buy back the equipment at the end of the 5-year term.

The previous lease annual payment was \$ 23,400.00. The new lease payment will be \$32,062.27. This will be funded by the Streets operations budget.

The City attorney will review the lease document to determine the language acceptable.

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

☐ City Administrator	☐ Library	☐ Benefits Committee
☐ City Attorney	☐ Mayor	☐ Treasurer
☐ City Clerk	☐ Planning	☒ Streets
☐ Building	☐ Police	☐ Wastewater
☐ Engineer	☒ Public Works	☐ Water
☐ Fire Dept.	☐ P & Z Commission	☐ Parks

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to adopt Resolution 2026-____, authorizing a 5-year renewal lease agreement with Western States Equipment through CAT Financial, for a Caterpillar D5 Dozer at \$32,062.27 annually. **ACTION ITEM**

ADMINISTRATIVE COMMENTS/APPROVAL:

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

ACTION OF THE CITY COUNCIL:

Date _____

City Clerk _____

FOLLOW-UP:

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

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

CITY OF HAILEY
RESOLUTION NO. 2026-_____

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY
AUTHORIZING THE MAYOR'S SIGNATURE ON A LEASE AGREEMENT WITH
WESTERN STATES EQUIPMENT THROUGH CATERPILLAR FINANCIAL
SERVICES CORP.**

WHEREAS, the City of Hailey desires to enter into a lease agreement with Western States Equipment via Caterpillar Financial Services Corporation for equipment that will be used for snow removal and other city work.

WHEREAS, Western States Equipment will lease one (1) 2026 Caterpillar D5-17VP Track Type Tractor for \$32,062.27 to the City of Hailey for 5 annual payments.

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

Passed this 28th day of September, 2026.

City of Hailey

Martha Burke, Mayor

ATTEST:

Mary Cone, City Clerk

Document Checklist – Governmental Lease



These documents were prepared especially for:

CITY OF HAILEY
115 MAIN STREET SOUTH
HAILEY, ID 83333-8408

Dealer: WESTERN STATES EQUIPMENT COMPANY, H510
Contract Number 001-70237253
Transaction Number: 5126160
Comments:

Date: 09/14/2026
Time: 10:24:12 AM

Customer Executed Documents	Comments
☐ Governmental Lease Document	_____
☐ Insurance-Liability and Physical Damage	_____
☐ Advance Payment (cross out if N/A)	_____
☐ Guaranty of Payment (cross out if N/A)	_____
☐ Tax Exemption Certif. (cross out if N/A)	_____
☐ Title applied for (cross out if N/A)	_____
☐ Customer Information Verification	_____
☐ Any necessary Riders/Amendments	_____
☐ CVA DOC ADDENDUM TO FINANCE LEASE (Multiple CVA offers at Doc Gen)	_____
☐ FINAL CVA AT ADDENDUM (Multiple CVA offers at Doc Gen)	_____
☐ FINAL CVA AT QUOTE (Customer Accepted CVA before Doc Gen)	_____
☐ Other _____	_____
☐ 8038G / CG Form	_____
☐ Request for Minutes	_____
☐ Opinion of Counsel	_____
☐ Governmental Resolution to Lease, Purchase and/or Finance	_____
☐ Governmental Buyback Agreement (cross out if N/A)	_____

Dealer Executed Documents
☐ Purchase Agreement _____
☐ Dealer Invoice _____
☐ All Credit Conditions Met _____

*If any of these documents are altered, or if the Lessee wishes to add or delete documents, please contact your CFSC Credit Analyst to obtain acceptance of any and all changes.

If you have any questions concerning these documents please call and ask for

Checklist completed and confirmed by:

Print Name: _____

Date: _____

These Documents do not constitute any offer or commitment to offer financing by Caterpillar Financial Services Corporation without Caterpillar Financial Services Corporation's expressed written approval.

1. PARTIES

LESSOR:

CATERPILLAR FINANCIAL SERVICES CORPORATION
2120 West End Avenue
Nashville, TN 37203

LESSEE:

CITY OF HAILEY
115 MAIN STREET SOUTH
HAILEY, ID 83333-8408

In reliance on your selection of the equipment described below (each a "Unit"), we have agreed to acquire and lease the Units to you, subject to the terms of this Agreement. **Until this Agreement has been signed by our duly authorized representative, it will constitute an offer by you to enter into this Agreement with us on the terms stated herein.**

2. DESCRIPTION OF THE UNITS

DESCRIPTION OF UNITS Whether the Unit is new or used, the model number, the manufacturer, and the model name	SERIAL/VIN Unique ID number for this Unit	ANNUAL LEASE PAYMENT This is due per period, as stated below in section 3.	FINAL LEASE PAYMENT	DELIVERY DATE Enter date machine was delivered to you.
1 New 2026 Caterpillar D5-17VP Track Type Tractor	RG910802	SEE ATTACHMENT	\$250,000.00	_____

TERMS AND CONDITIONS

3. **Lease Payments; Current Expense** You will pay us the lease payments, including the final lease payment set forth above (collectively, the "Lease Payments"), provided however, that your obligation to pay Lease Payments extends only from the effective date of this Agreement until expiration of your current fiscal year and thereafter if you renew this Agreement. In the event you desire to renew this Agreement, you shall specifically appropriate funds in the budget adopted by you to make the scheduled Lease Payments. Lease Payments shall be paid by Lessee to Lessor according to the attached payment schedule; provided that all amounts owing hereunder shall be due by the final lease payment date. A portion of each Lease Payment constitutes interest and the balance of each Lease Payment is payment of principal. The Lease Payments will be due without demand. You will pay the Lease Payments to us at CATERPILLAR FINANCIAL SERVICES CORP., P.O. BOX 730681, DALLAS, TX 75373-0681 or such other location that we designate in writing. Your obligations, including your obligation to pay the Lease Payments due in any fiscal year, will constitute a current expense of yours for such fiscal year and will not constitute an indebtedness of yours within the meaning of the constitution and laws of the State of Idaho. Nothing in this Agreement will constitute a pledge by you of any taxes or other moneys, other than moneys lawfully appropriated from time to time for the payment of the "Payments" (as defined in the last sentence of this Section) owing under this Agreement. **You agree that, except as provided in Section 7, your duties and liabilities under this Agreement and any associated documents are absolute and unconditional. Your payment and performance obligations are not subject to cancelation, reduction, or setoff for any reason. You agree to settle all claims, defenses, setoffs, counterclaims and other disputes you may have with the Supplier, the manufacturer of the Unit, or any other third party directly with the Supplier, the manufacturer or the third party, as the case may be. You will not assert, allege or make any such claim, defense, setoff, counterclaim or other dispute against us or with respect to the payments due us under this Agreement.** As used in this Agreement, "Payments" will mean the Lease Payments and any other amounts required to be paid by you.

The portion of the Lease Payments constituting principal will bear interest (computed on the basis of actual days elapsed in a 360 day year) at the rate of 4.990% per annum.

4. **Late Charges** If we do not receive a Payment on the date it is due, you will pay to us, on demand, a late payment charge equal to the lesser of five percent (5%) of such Payment or the highest charge allowed by law.
5. **Security Interest** To secure your obligations under this Agreement, you grant us a continuing first priority security interest in each Unit (including any Additional Collateral), including all attachments, accessories and optional features (whether or not installed on such Units) and all substitutions, replacements, additions, and accessions, and the proceeds of all the foregoing, including, but not limited to, proceeds in the form of chattel paper. You authorize the filing of such financing statements and will, at your expense, do any act and execute, acknowledge, deliver, file, register and record any document, which we deem desirable to protect our security interest in each Unit and our rights and benefits under this Agreement. You, at your expense, will protect and defend our security interest in the Units and will keep the Units free and clear of any and all claims, liens, encumbrances and legal processes however and whenever arising.
6. **Disclaimer of Warranties** WE HAVE NOT MADE AND DO NOT MAKE ANY WARRANTY, REPRESENTATION OR COVENANT OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE UNITS. AS TO US, YOUR LEASE AND PURCHASE OF THE UNITS WILL BE ON AN "AS IS" AND "WHERE IS" BASIS AND "WITH ALL FAULTS". **Nothing in this Agreement is intended to limit, waive, abridge or otherwise modify any rights, claims, or causes of action that you may have against any person or entity other than us.**
7. **Non-Appropriation** You have an immediate need for, and expect to make immediate use of, the Units in the ordinary course of your business and maintenance of property. This need is not temporary or expected to diminish during the term of this Agreement. To that end, you agree that your budget for the current fiscal year includes a sufficient

amount to permit you to discharge your obligations under this Agreement. You also agree that your primary business official currently intends, to the extent permitted by law, to include in your budget for approval by your governing board for each successive fiscal year during the term of this Agreement, a sufficient amount to permit you to discharge your obligations under this Agreement. In the event your governing board fails or refuses to appropriate monies sufficient to make the Payments due during your next succeeding fiscal year, this Agreement will not be renewed for such fiscal year and you shall return to us, no later than the last day of the last fiscal year for which appropriations were made for the Payments (the "Return Date"), all of the Units, at your sole expense, in accordance with Section 14, and this Agreement will terminate on the Return Date without penalty or expense to you and you will not be obligated to pay the Lease Payments beyond the last fiscal year for which appropriations were made; provided, that you will pay all Payments for which moneys have been appropriated or are otherwise available; and provided further, that you will pay month-to-month rent at the rate set by us for each month or part of any month that you fail to return the Units.

8. **Tax Warranty** You will, at all times, do and perform all acts and things necessary and within your control to ensure that the component of the Lease Payments received by us that, for the purposes of Federal income taxation, is treated as interest will be excluded from our gross income. You will not permit or cause your obligations under this Agreement to be guaranteed by the Federal Government or any branch or instrumentality of the Federal Government. You will use the Units for the purpose of performing one or more of your governmental functions consistent with the scope of your authority and not in any trade or business carried on by a person other than you. You will report this Agreement to the Internal Revenue Service by filing Form 8038G, 8038GC or 8038, as applicable. Failure to do so will cause this Agreement to lose its tax exempt status. You agree that if the appropriate form is not filed, or if you are in breach of any other tax warranty in this paragraph, the interest rate payable under this Agreement will be raised to the equivalent taxable interest rate. If the use, possession or acquisition of the Units is determined to be subject to taxation, you will pay when due all taxes and governmental charges assessed or levied against or with respect to the Units.

9. **Assignment** You may not, without our prior written consent, by operation of law or otherwise, assign, transfer, pledge, hypothecate or otherwise dispose of your right, title and interest in and to this Agreement and/or the Units and/or grant or assign a security interest in this Agreement and/or the Units, in whole or in part. We may not transfer, sell, assign, pledge, hypothecate, or otherwise dispose of our right, title and interest in and to this Agreement and/or the Units and/or grant or assign a security interest in this Agreement and/or the Units, in whole or in part.

10. **Indemnity** To the extent permitted by law, you assume liability for, agree to and do indemnify, protect and hold harmless us and our employees, officers, directors and agents from and against any and all liabilities, obligations, losses, damages, injuries, claims, demands, penalties, actions, costs and expenses (including reasonable attorney's fees), of whatsoever kind and nature, arising out of the use, condition (including, but not limited to, latent and other defects and whether or not discoverable by you or us), operation, ownership, selection, delivery, storage, leasing or return of any item of Units, regardless of where, how and by whom operated, or any failure on your part to accept the Units or otherwise to perform or comply with any conditions of this Agreement.

11. **Insurance; Loss and Damage**

You bear the entire risk of loss, theft, destruction or damage to the Units from any cause whatsoever. No loss, theft, destruction or damage of the Units will relieve you of the obligation to make Lease Payments or to perform any obligation owing under this Agreement. You agree to keep

the Units insured to protect all of our interests, at your expense, for such risks, in such amounts, in such forms and with such companies as we may require, including but not limited to fire and extended coverage insurance, explosion and collision coverage, and personal liability and property damage liability insurance. Any insurance policies relating to loss or damage to the Units will name us as loss payee as our interests may appear and the proceeds may be applied toward the replacement or repair of the Units or the satisfaction of the Payments due under this Agreement. You agree to use, operate and maintain the Units in accordance with all laws, regulations and ordinances and in accordance with the provision of any policies of insurance covering the Units, and will not rent the Units or permit the Units to be used by anyone other than you. You agree to keep the Units in good repair, working order and condition and house the Units in suitable shelter, and to permit us or our assigns to inspect the Units at any time and to otherwise protect our interests in the Units. If any Unit is customarily covered by a maintenance agreement, you will furnish us with a maintenance agreement by a party acceptable to us.

12. **Default; Remedies** An "Event of Default" will occur if (a) you fail to pay any Payment when due and such failure continues for ten (10) days after the due date for such Payment or (b) you fail to perform or observe any other covenant, condition, or agreement to be performed or observed by you under this Agreement and such failure is not cured within twenty (20) days after written notice of such failure from us. Upon an Event of Default, we will have all rights and remedies available under applicable law. In addition, we may declare all Lease Payments due or to become due during the fiscal year in which the Event of Default occurs to be immediately due and payable by you and/or we may repossess the Units by giving you written notice to deliver the Units to us in the manner provided in Section 14, or in the event you fail to do so within ten (10) days after receipt of such notice, and subject to all applicable laws, we may enter upon your premises and take possession of the Units. Further, if we financed your obligations under any extended warranty agreement such as an Equipment Protection Plan, Extended Service Contract, Extended Warranty, Customer Service Agreement, Total Maintenance and Repair Agreement or similar agreement, we may cancel such extended warranty agreement on your behalf and receive the refund of the extended warranty agreement fees that we financed but had not received from you as of the date of the Event of Default.

13. **Miscellaneous** This Agreement may not be modified, amended, altered or changed except by a written agreement signed by you and us. In the event any provision of this Agreement is found invalid or unenforceable, the remaining provisions will remain in full force and effect. This Agreement, together with exhibits, constitutes the entire agreement between you and us and supersedes all prior and contemporaneous writings, understandings, agreements, solicitations, documents and representations, expressed or implied. Any terms and conditions of any purchase order or other documents submitted by you in connection with this Agreement which are in addition to or inconsistent with the terms and conditions of this Agreement will not be binding on us and will not apply to this Agreement. You agree that we may correct patent errors in this Agreement and fill in blanks including, for example, correcting or filling in serial numbers, VIN numbers, and dates. Any notices required to be given under this Agreement will be given to the parties in writing and by certified mail at the address provided in this Agreement, or to such other addresses as each party may substitute by notice to the other, which notice will be effective upon its receipt.

14. **Title; Return of Units** Legal title to the Units is vested in us. Upon the payment of all amounts due hereunder, legal title to the Units will pass to you without the necessity of further action by the parties, and we will have no further interest in the Units. If we are entitled to obtain possession of any Units or if you are obligated at any time to return any Units, then you will, at your expense, promptly deliver the Unit to us properly protected and in the condition required by Section 11. You will

deliver the Unit, at our option, (i) to the nearest Caterpillar dealer selling equipment of the same type as the Unit; or (ii) on board a carrier named by us and shipping the Unit, freight collect, to a destination designated by us. If the Unit is not in the condition required by Section 11, you must pay us, on demand, all costs and expenses incurred by us to bring the Unit into the required condition. Until the Units are returned as required above, all terms of this Agreement will remain in full force and effect including, without limitation, your obligation to pay Lease Payments and to insure the Units.

copy of your authorizing resolution substantially in the form attached as Attachment B **and** a copy of the minutes of the relevant meeting or (B) an opinion of your counsel substantially in the form attached as Attachment C; (ii) a Verification of Insurance substantially in the form attached to this Agreement; (iii) a copy of the signed Form filed with the Internal Revenue Service required in Section 8 above as Attachment D; and (iv) any other documents or items required by us.

15. **Other Documents** In connection with the execution of this Agreement, you will cause to be delivered to us (i) either (A) a certified

16. **Applicable Law** This Agreement will be governed by the laws, excluding the laws relating to the choice of law, of the State of Idaho.

SIGNATURES

LESSOR **CATERPILLAR FINANCIAL SERVICES CORPORATION**

LESSEE **CITY OF HAILEY**

Signature _____
Name (Print) _____
Title _____
Date _____

Signature _____
Name (Print) _____
Title _____
Date _____



GOVERNMENTAL ENTITY RESOLUTION TO LEASE, PURCHASE AND/OR FINANCE

WHEREAS, the laws of the State of Idaho (the "State") authorize CITY OF HAILEY (the "Governmental Entity"), a duly organized political subdivision, municipal corporation or similar public entity of the State, to purchase, acquire and lease personal property for the benefit of the Governmental Entity and its inhabitants and to enter into any necessary contracts; and

the Governmental Entity wants to lease, purchase and/or finance equipment ("Equipment") from Caterpillar Financial Services Corporation and/or an authorized Caterpillar dealer ("Caterpillar") by entering into that certain Governmental Equipment Lease-Purchase Agreement (the "Agreement") with Caterpillar; and

the form of the Agreement has been presented to the governing body of the Governmental Entity at this meeting.

RESOLVED, that: (i) the Agreement, including all schedules and exhibits attached to the Agreement, is approved in substantially the form presented at the meeting, with any Approved Changes (as defined below), (ii) the Governmental Entity enter into the Agreement with Caterpillar and (iii) the Agreement is adopted as a binding obligation of the Governmental Entity; and

that changes may later be made to the Agreement if the changes are approved by the Governmental Entity's counsel or members of the governing body of the Governmental Entity signing the Agreement (the "Approved Changes") and that the signing of the Agreement and any related documents is conclusive evidence of the approval of the changes; and

that the persons listed below, who are the incumbent officers of the Governmental Entity (the "Authorized Persons"):

[PLEASE INSERT NAME AND TITLE OF EACH AUTHORIZED PERSON BELOW]

Name (Print or Type)	Title (Print or Type)

be, and each is, authorized, directed and empowered, on behalf of the Governmental Entity, to (i) sign and deliver to Caterpillar, and its successors and assigns, the Agreement and any related documents, and (ii) take or cause to be taken all actions he/she deems necessary or advisable to acquire the Equipment, including the signing and delivery of the Agreement and related documents; and

that the signatory below is authorized to attest to these resolutions and affix the seal of the Governmental Entity to the Agreement, these resolutions, and any related documents; and

that nothing in these resolutions, the Agreement or any other document imposes a pecuniary liability or charge upon the general credit of the Governmental Entity or against its taxing power, except to the extent that the payments payable under the Agreement are special limited obligations of the Governmental Entity as provided in the Agreement; and

that a breach of these resolutions, the Agreement or any related document will not impose any pecuniary liability upon the Governmental Entity or any charge upon its general credit or against its taxing power, except to the extent that the payments payable under the Agreement are special limited obligations of the Governmental Entity as provided in the Agreement; and

that the authority granted by these resolutions will apply equally and with the same effect to the successors in office of the Authorized Persons.

I, _____, _____ of CITY OF HAILEY, certify that the resolutions above are a full, true and correct copy of resolutions of the governing body of the Governmental Entity. I also certify that the resolutions were duly and regularly passed and adopted at a meeting of the governing body of the Governmental Entity. I also certify that such meeting was duly and regularly called and held in all respects as required by law, at the Governmental Entity's office. I also certify that at such meeting, a majority of the governing body of the Governmental Entity was present and voted in favor of these resolutions.

I also certify that these resolutions are still in full force and effect and have not been amended or revoked.

IN WITNESS of these resolutions, the signatory named below executes this document on behalf of the Governmental Entity.

SIGNATURE [To be signed by authorized individual.]

Signature _____

Title _____

Date _____



1. PARTIES

LESSOR	LESSEE
CATERPILLAR FINANCIAL SERVICES CORPORATION	CITY OF HAILEY

2. PAYMENT SCHEDULE

<u>PAYMENT NUMBER</u>	<u>PAYMENT DATE</u>	<u>PAYMENT AMOUNT</u>
1 - 5	_____	\$32,062.27
6	_____	\$250,000.00

SIGNATURES

CATERPILLAR FINANCIAL SERVICES CORPORATION	CITY OF HAILEY
Signature _____	Signature _____
Name (Print) _____	Name (Print) _____
Title _____	Title _____
Date _____	Date _____

INSURANCE SELECTION FORM- INSURANCE REQUIREMENTS



Before funding your equipment, you must arrange physical damage insurance on the equipment identified below. The insurance may be provided through an insurance agent or insurance company of your choice, provided the insurance company has a financial strength rating of at least A- from either A.M. Best, Moody's, S&P, Fitch or Kroll Bond Rating Agency ("KBRA").

Physical Damage coverage must show that Caterpillar Financial Services Corporation has been named as loss payee for the equipment's replacement value. The deductible must be shown. Liability Coverage must be a minimum of \$1,000,000 or combined coverage for bodily injury and property damage per occurrence. Caterpillar Financial Services Corporation must be named as additional insured.

As an alternative to obtaining your own Physical Damage coverage, you may elect to have your equipment insured under coverage arranged by Caterpillar Insurance Services Corporation designed specifically for those that purchase Cat® equipment. If a quote is not included in your document package, please contact your Cat dealer, call **1-800-248-4228**, or e-mail PhysicalDamage@cat.com.

Please complete this form to provide contact information for your liability coverage, as well as your physical damage coverage if you did not elect to arrange your physical damage coverage through Caterpillar Insurance Services Corporation.

Transaction Number: 001-70237253
Dealer Name: WESTERN STATES EQUIPMENT COMPANY
Customer's Name: CITY OF HAILEY
Address: 115 MAIN STREET SOUTH
HAILEY, ID 83333-8408

I have entered into the above agreement under which **I am responsible for providing insurance** against **ALL RISKS** of direct physical loss or damage for the replacement value of the following equipment, subject to common exclusions such as damage caused by corrosion, rust, mechanical or electrical breakdown, etc.

Model #	Equipment Description	Serial #	VIN#	Policy Limit (Value Including Tax)
1. D5-17VP	2026 Caterpillar Track Type Tractor	RG910802		\$341,354.75

Insurance Agency _____ Insurance Agent's Name _____
Street Address _____
City _____ State _____ Zip _____
Agent's Phone Number _____ Fax Number _____ E-mail Address _____

TO CUSTOMER'S INSURANCE AGENT

Caterpillar Financial Services Corporation must be added as a Loss Payee for physical damage and as an Additional Insured for general liability for the equipment listed above:

- ☐ To my existing policy number(s) _____, which now provide the coverage required, or
☐ To a policy or policies which you are authorized to issue in the name listed above which will provide the coverage required.

Signature _____
Name(Print) _____
Title _____
Date _____

PROCESSING OF THIS TRANSACTION MAY BE HELD PENDING RECEIPT OF THIS INFORMATION

PLEASE FORWARD A COPY OF THE CERTIFICATE OR BINDER EVIDENCING COVERAGE TO:

**CATERPILLAR FINANCIAL SERVICES CORPORATION Attn: Document Services
2120 West End Avenue Nashville, TN 37203**

PLEASE ATTACH A COPY OF THIS NOTICE TO PROOF OF INSURANCE

CUSTOMER INFORMATION VERIFICATION
Contract Number 001-70237253



CUSTOMER INFORMATION

CHANGES TO CUSTOMER INFORMATION

Customer Name: CITY OF HAILEY

Physical Address: 115 MAIN STREET SOUTH
HAILEY, ID, 83333-8408

Mailing Address: 115 MAIN STREET SOUTH
HAILEY, ID, 83333-8408

Equipment Location: 115 MAIN STREET SOUTH
HAILEY, ID, 83333-8408

Business Phone: 2087884221

Mobile Phone: _____

E-mail Address: _____

The changes above apply to: ☐ Current Request for financing ☐ All active contracts

TAX INFORMATION

Tax Exempt**

Non-Exempt

Asset outside the City limits Yes _____ No _____

****A Tax Exemption Certificate is required for all tax exempt customer. If you are tax exempt – please enclose a current tax exemption certificate to be returned with your documents.**

AUTO PAY INFORMATION (Checking Account Information)

- ☐ I decline Auto Pay authorization at this time
- ☐ I request and authorize Caterpillar Financial Services Corporation ("Cat Financial") to begin debiting my account for the amounts due under the contract(s) indicated below, with debits made to my account and withdrawn by Cat Financial, provided my account has sufficient collected funds to pay the debit when presented. If my financial institution dishonors any debit for any reason, Cat Financial may issue another debit in substitution for the dishonored debit and will have no liability on account of a dishonored debit. I agree that Cat Financial's rights relating to each debit will be the same as if I had personally signed a check. I agree that I will be liable to make payment promptly, including any applicable late fees, if any debit is not paid, unless Cat Financial or its agents or affiliates are directly responsible for the nonpayment. I acknowledge that I may cancel this authorization at any time by written notice to Cat Financial, which notice will be effective 10 days after receipt; however, my cancellation of this authorization does not terminate, cancel or reduce my obligations under the contract(s). I understand that Cat Financial will not notify me in advance of any withdrawal and I agree to waive all pre-notification requirements in respect of all debits drawn under this authorization. Please use the information below to set up Auto Pay on:

Bank Name

Account Name (exactly as it appears on Check)

Routing Number

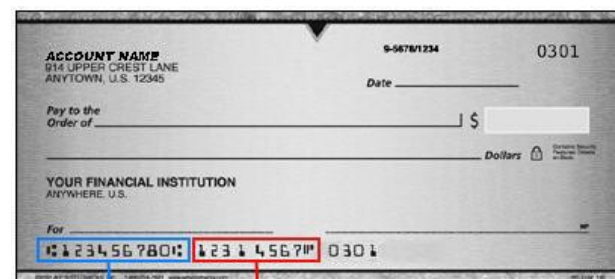
9 digits

Account Number

3-17 digits

Re-Enter Account Number

3-17 digits



Routing Number Account Number

CUSTOMER SIGNATURE

The information above has been reviewed and is accurate to the best of my knowledge. For a joint account, all account holders must sign if more than one signature is required on checks issued against the account.

Name

Title

For questions or assistance with Auto Pay, or for information about your account, please contact Customer Service, 1-800-651-0567.

Thank you for selecting Caterpillar products and for allowing Caterpillar Financial Services Corporation to serve your financing needs. Included in this document package are all of the forms that will be needed for standard tax exempt lease purchase transactions. The forms have been designed to be clear, concise and user friendly. We have also provided a brief explanation of the purpose of each form. If you wish to discuss any of the forms or have any questions about any aspect of this transaction, we encourage you to contact your Caterpillar Dealer or Caterpillar Financial Services Corporation at 1-866-263-3791 Option # 5.

A. Governmental Equipment Lease-Purchase Agreement. The Governmental Lease-Purchase Agreement contains the terms that govern each transaction between us. It is the standard Caterpillar Financial Services Corporation tax exempt lease-purchase agreement, and provides that we will lease to you the equipment described therein pursuant to a full payout amortization schedule. A new Governmental Equipment Lease-Purchase Agreement will have to be signed in connection with each transaction.

B. Lessee's Authorizing Resolution. The Authorizing Resolution is evidence you have taken the necessary governing body actions to approve the Governmental Equipment Lease-Purchase Agreement. Although the authorizing instrument is often a resolution, it may also take other forms such as an ordinance. We are agreeable to using your customary or standard form provided it contains specific approval for the lease-purchase agreement, designates persons who are authorized to sign on your behalf and either approves the document forms or delegates this authority to a named official **C.**

Verification of Insurance. The Certificate of Insurance is intended to supply information regarding the insurance coverage for the equipment being lease-purchased. You will need to supply the requested information to us so we can verify coverage.

D. Opinion of Counsel. An opinion of counsel is required in connection with each Governmental Equipment Lease-Purchase Agreement. The opinion is intended to confirm that you have complied with all open meeting laws, publication and notice requirements, procedural rules for governing body meetings, and any other relevant state or local government statutes, ordinances, rules or regulations. We would be unable to confirm compliance with these laws and regulations ourselves absent long delays and higher costs so we rely upon the opinion of your attorney since he/she may have been involved in the process to approve our transaction and is an expert in the laws and regulations to which you are subject. The opinion also confirms that you are an entity eligible to issue tax-exempt obligations and that the Governmental Equipment Lease-Purchase Agreement will be treated as tax-exempt as it is your obligation to ensure that you have complied with relevant tax law.

E. Form of 8038G or GC. Form 8038 is required by the Internal Revenue Service in order to monitor the amount of tax-exempt obligations issued. You have to execute a Form 8038 for each Governmental Equipment Lease-Purchase Agreement. Whether a Form 8038 G or GC is required depends on the original principal amount of the Governmental Equipment Lease-Purchase Agreement. If the original principal amount is less than \$100,000 Form 8038GC is filed with the IRS. If the original principal amount is \$100,000 or more Form 8038G is filed with the IRS. Choose the appropriate 8038 form and complete according to IRS guidelines. Contact your TM or Sales Support Representative for assistance. IRS Form 8038G

<http://www.irs.gov/pub/irs-pdf/f8038g.pdf>

IRS Form 8038GC <http://www.irs.gov/pub/irs-pdf/f8038gc.pdf>

This Explanation of Contents is prepared as an accommodation to the parties named herein. It is intended as an example of some of the documents that Caterpillar Financial Services Corporation, in its reasonable judgment, may require and is not intended to constitute legal advice. Please engage and use your own legal counsel. We understand that the laws of the various states are different so nothing herein shall be construed as a warranty or representation that the documents listed herein are the only documents that may be required in any particular transaction or that any particular transaction, if documented in accordance with this Explanation of Contents, will be a valid, binding and enforceable obligation enforceable against the parties named herein in accordance with the terms of the documents named herein.

WESTERN STATES EQUIPMENT COMPANY
500 E OVERLAND RD
MERIDIAN, ID 83642-6606

Reference:

CITY OF HAILEY

We are requesting a copy of the minutes of the appropriation meeting during which the funds for this deal were allocated.

A copy of this information is necessary to complete the documentation package and to fund the deal. Your ability to return a complete package will ensure timely payment to you.

Thank you for your assistance.

CATERPILLAR FINANCIAL SERVICES CORPORATION
DOCUMENTATION DEPARTMENT

Information Return for Tax-Exempt Governmental Obligations

► Under Internal Revenue Code section 149(e)
► See separate instructions.
Caution: If the issue price is under \$100,000, use Form 8038-GC.

OMB No. 1545-0720

Part I Reporting Authority		If Amended Return, check here ☐
1 Issuer's name City of Hailey		2 Issuer's employer identification number (EIN) 82-6000201
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a
4 Number and street (or P.O. box if mail is not delivered to street address) 115 Main St	Room/suite	5 Report number (For IRS Use Only) 3
6 City, town, or post office, state, and ZIP code Hailey, ID 83333		7 Date of issue
8 Name of issue		9 CUSIP number
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions)		10b Telephone number of officer or other employee shown on 10a

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.		
11 Education		11
12 Health and hospital		12
13 Transportation		13
14 Public safety		14
15 Environment (including sewage bonds)		15
16 Housing		16
17 Utilities		17
18 Other. Describe ►		18
19 If obligations are TANs or RANs, check only box 19a	► ☐	
If obligations are BANs, check only box 19b	► ☐	
20 If obligations are in the form of a lease or installment sale, check box	► ☐	

Part III Description of Obligations. Complete for the entire issue for which this form is being filed.					
	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	09/2033	\$ 339,208.68	\$ 145,000.00	7 years	4.99 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)				
22	Proceeds used for accrued interest		22	
23	Issue price of entire issue (enter amount from line 21, column (b))		23	
24	Proceeds used for bond issuance costs (including underwriters' discount)	24		
25	Proceeds used for credit enhancement	25		
26	Proceeds allocated to reasonably required reserve or replacement fund	26		
27	Proceeds used to currently refund prior issues	27		
28	Proceeds used to advance refund prior issues	28		
29	Total (add lines 24 through 28)		29	
30	Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)		30	

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.			
31	Enter the remaining weighted average maturity of the bonds to be currently refunded	►	years
32	Enter the remaining weighted average maturity of the bonds to be advance refunded	►	years
33	Enter the last date on which the refunded bonds will be called (MM/DD/YYYY)	►	
34	Enter the date(s) the refunded bonds were issued ► (MM/DD/YYYY)		

Part VI Miscellaneous

- | | | |
|------------|--|--|
| 35 | | |
| 36a | | |
| 37 | | |
- 35** Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)
- 36a** Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions)
- b** Enter the final maturity date of the GIC ▶ _____
- c** Enter the name of the GIC provider ▶ _____
- 37** Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units
- 38a** If this issue is a loan made from the proceeds of another tax-exempt issue, check box ☐ and enter the following information:
- b** Enter the date of the master pool obligation ▶ _____
- c** Enter the EIN of the issuer of the master pool obligation ▶ _____
- d** Enter the name of the issuer of the master pool obligation ▶ _____
- 39** If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ☐
- 40** If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ☐
- 41a** If the issuer has identified a hedge, check here ☐ and enter the following information:
- b** Name of hedge provider ▶ _____
- c** Type of hedge ▶ _____
- d** Term of hedge ▶ _____
- 42** If the issuer has superintegrated the hedge, check box ☐
- 43** If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box ☐
- 44** If the issuer has established written procedures to monitor the requirements of section 148, check box ☐
- 45a** If some portion of the proceeds was used to reimburse expenditures, check here ☐ and enter the amount of reimbursement ▶ _____
- b** Enter the date the official intent was adopted ▶ _____

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

▶ _____ Date _____ ▶ _____
 Signature of issuer's authorized representative Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check ☐ if self-employed	PTIN
Firm's name ▶ _____			Firm's EIN ▶ _____	
Firm's address ▶ _____			Phone no. _____	

Caterpillar Financial Services Corporation

INVOICE

Page	Date	Invoice No.
I	09/14/2026	001-70237253

CITY OF HAILEY
115 MAIN STREET SOUTH
HAILEY, ID 83333-8408

Description	Serial	VIN	Due Date	Pmt. No.	Amount
(1) 2026 CATERPILLAR D5-17VP TRACK TYPE TRACTOR	RG910802		Upon Receipt.	1	\$32,062.27
WITHOUT THE APPROPRIATE TAX EXEMPTION CERTIFICATE, APPLICABLE SALES AND/OR USE TAX WILL BE CHARGED.					

PLEASE PAY THIS AMOUNT \$ \$32,062.27

Invoice No.	Total Enclosed
001-70237253 - 1	\$

CITY OF HAILEY
115 MAIN STREET SOUTH
HAILEY, ID 83333-8408

Remit To: Caterpillar Financial Services Corporation
5th Floor Document Services
Doc Specialist: WESTERN STATES EQUIPMENT COMPANY
2120 West End Ave.
Nashville, TN 37203

RETURN INVOICE AND CHECK FOR SPECIFIED PAYMENT(S) WITH SIGNED DOCUMENTS.

Your check will be cashed by Caterpillar Financial Services Corporation (CFSC) upon receipt, but that act will not constitute acceptance by CFSC of the Loan, Lease or Schedule. If CFSC accepts and executes the Loan, Lease or Schedule, the proceeds of this check will be applied to the specified payments. If CFSC does not accept the Loan, Lease or Schedule, CFSC will return an amount equal to this check.



CITY OF HAILEY

115 SOUTH MAIN STREET
SUITE H
HAILEY, ID 83333
Phone: 208-788-4221

PURCHASE ORDER

BILL TO:

ATTN: ACCOUNTS PAYABLE
115 Main Street South, Suite H
Hailey ID 83333

SHIP TO: (If different)

CITY OF HAILEY

115 MAIN STREET SOUTH, SUITE H
HAILEY ID 83333

VENDOR:

50333

CATERPILLAR FINANCIAL SERVICES CORP

WESTERN STATES EQUIPMENT CO
2120 WEST END AVE.
NASHVILLE TN 37203

P.O. # 282532

PO DATE 9/22/2026

PRINT DATE 9/23/2026

QTY	DESCRIPTION	UNIT PRICE	AMOUNT	GL ACCOUNT NO	JOB NO
1.00	2026 CAT D5-17VP TRACK TYPE TRACTOR	32,062.27	32,062.27	100-40-41775	

SUBTOTAL	32,062.27
FREIGHT	
NET AMOUNT	32,062.27

NOTES

DEPARTMENT HEAD SIGNATURE

DATE

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 09/28/26

DEPARTMENT: PW

DEPT. HEAD SIGNATURE: BY _____

SUBJECT: Motion to adopt Resolution 2026-____, authorizing a 7-year lease agreement with Western States Equipment through CAT Financial, for a Caterpillar 938 Loader, at \$38,913.75 annually. **ACTION ITEM**

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

The current lease agreement with Western States Equipment for a CAT 938 Loader is expiring. Attached is a renewal lease agreement with Western States Equipment through CAT Financial Services. The yearly lease payment for the CAT 938 Loader is \$38,913.75, with a guarantee from Western States Cat to buy back the equipment at the end of the 5-year term.

The previous lease annual payment was \$16,262.41. The new lease payment will be \$38,913.75. This will be funded by the Streets operations budget.

The City attorney will review the lease document to determine the language acceptable.

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

☐ City Administrator	☐ Library	☐ Benefits Committee
☐ City Attorney	☐ Mayor	☐ Treasurer
☐ City Clerk	☐ Planning	☒ Streets
☐ Building	☐ Police	☐ Wastewater
☐ Engineer	☒ Public Works	☐ Water
☐ Fire Dept.	☐ P & Z Commission	☐ Parks

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to adopt Resolution 2026-____, authorizing a 7-year lease agreement with Western States Equipment through CAT Financial, for a Caterpillar 938 Loader, at \$38,913.75 annually. **ACTION ITEM**

ADMINISTRATIVE COMMENTS/APPROVAL:

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

ACTION OF THE CITY COUNCIL:

Date _____

City Clerk _____

FOLLOW-UP:

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

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

CITY OF HAILEY
RESOLUTION NO. 2026-_____

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY
AUTHORIZING THE MAYOR'S SIGNATURE ON A LEASE AGREEMENT WITH
WESTERN STATES EQUIPMENT THROUGH CATERPILLAR FINANCIAL
SERVICES CORP.**

WHEREAS, the City of Hailey desires to renew a lease agreement with Western States Equipment via Caterpillar Financial Services Corporation for equipment that will be used for snow removal and other city work.

WHEREAS, Western States Equipment will lease one 2026 Caterpillar 938 Loader at \$38,913.75 to the City of Hailey for 7 annual payments.

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

Passed this 28th day of September, 2026.

City of Hailey

Martha Burke, Mayor

ATTEST:

Mary Cone, City Clerk

Document Checklist – Governmental Lease



These documents were prepared especially for:

CITY OF HAILEY
115 MAIN STREET SOUTH
HAILEY, ID 83333-8408

Dealer: WESTERN STATES EQUIPMENT COMPANY, H510
Contract Number 001-70236896
Transaction Number: 5124913
Comments:

Date: 09/09/2026
Time: 04:34:22 PM

Customer Executed Documents	Comments
☐ Governmental Lease Document	_____
☐ Insurance-Liability and Physical Damage	_____
☐ Advance Payment (cross out if N/A)	_____
☐ Guaranty of Payment (cross out if N/A)	_____
☐ Tax Exemption Certif. (cross out if N/A)	_____
☐ Title applied for (cross out if N/A)	_____
☐ Customer Information Verification	_____
☐ Any necessary Riders/Amendments	_____
☐ CVA DOC ADDENDUM TO FINANCE LEASE (Multiple CVA offers at Doc Gen)	_____
☐ FINAL CVA AT ADDENDUM (Multiple CVA offers at Doc Gen)	_____
☐ FINAL CVA AT QUOTE (Customer Accepted CVA before Doc Gen)	_____
☐ Other _____	_____
☐ 8038G / CG Form	_____
☐ Request for Minutes	_____
☐ Opinion of Counsel	_____
☐ Governmental Resolution to Lease, Purchase and/or Finance	_____
☐ Governmental Buyback Agreement (cross out if N/A)	_____

Dealer Executed Documents
☐ Purchase Agreement _____
☐ Dealer Invoice _____
☐ All Credit Conditions Met _____

*If any of these documents are altered, or if the Lessee wishes to add or delete documents, please contact your CFSC Credit Analyst to obtain acceptance of any and all changes.

If you have any questions concerning these documents please call and ask for

Checklist completed and confirmed by:

Print Name: _____

Date: _____

These Documents do not constitute any offer or commitment to offer financing by Caterpillar Financial Services Corporation without Caterpillar Financial Services Corporation's expressed written approval.

1. PARTIES

LESSOR:

CATERPILLAR FINANCIAL SERVICES CORPORATION
2120 West End Avenue
Nashville, TN 37203

LESSEE:

CITY OF HAILEY
115 MAIN STREET SOUTH
HAILEY, ID 83333-8408

In reliance on your selection of the equipment described below (each a "Unit"), we have agreed to acquire and lease the Units to you, subject to the terms of this Agreement. **Until this Agreement has been signed by our duly authorized representative, it will constitute an offer by you to enter into this Agreement with us on the terms stated herein.**

2. DESCRIPTION OF THE UNITS

DESCRIPTION OF UNITS Whether the Unit is new or used, the model number, the manufacturer, and the model name	SERIAL/VIN Unique ID number for this Unit	ANNUAL LEASE PAYMENT This is due per period, as stated below in section 3.	FINAL LEASE PAYMENT	DELIVERY DATE Enter date machine was delivered to you.
1 New 2026 Caterpillar 938-14 Wheel Loader	EZY04118	SEE ATTACHMENT	\$145,000.00	

TERMS AND CONDITIONS

3. **Lease Payments; Current Expense** You will pay us the lease payments, including the final lease payment set forth above (collectively, the "Lease Payments"), provided however, that your obligation to pay Lease Payments extends only from the effective date of this Agreement until expiration of your current fiscal year and thereafter if you renew this Agreement. In the event you desire to renew this Agreement, you shall specifically appropriate funds in the budget adopted by you to make the scheduled Lease Payments. Lease Payments shall be paid by Lessee to Lessor according to the attached payment schedule; provided that all amounts owing hereunder shall be due by the final lease payment date. A portion of each Lease Payment constitutes interest and the balance of each Lease Payment is payment of principal. The Lease Payments will be due without demand. You will pay the Lease Payments to us at CATERPILLAR FINANCIAL SERVICES CORP., P.O. BOX 730681, DALLAS, TX 75373-0681 or such other location that we designate in writing. Your obligations, including your obligation to pay the Lease Payments due in any fiscal year, will constitute a current expense of yours for such fiscal year and will not constitute an indebtedness of yours within the meaning of the constitution and laws of the State of Idaho. Nothing in this Agreement will constitute a pledge by you of any taxes or other moneys, other than moneys lawfully appropriated from time to time for the payment of the "Payments" (as defined in the last sentence of this Section) owing under this Agreement. **You agree that, except as provided in Section 7, your duties and liabilities under this Agreement and any associated documents are absolute and unconditional. Your payment and performance obligations are not subject to cancellation, reduction, or setoff for any reason. You agree to settle all claims, defenses, setoffs, counterclaims and other disputes you may have with the Supplier, the manufacturer of the Unit, or any other third party directly with the Supplier, the manufacturer or the third party, as the case may be. You will not assert, allege or make any such claim, defense, setoff, counterclaim or other dispute against us or with respect to the payments due us under this Agreement.** As used in this Agreement, "Payments" will mean the Lease Payments and any other amounts required to be paid by you.
- The portion of the Lease Payments constituting principal will bear interest (computed on the basis of actual days elapsed in a 360 day year) at the rate of 4.990% per annum.
4. **Late Charges** If we do not receive a Payment on the date it is due, you will pay to us, on demand, a late payment charge equal to the lesser of five percent (5%) of such Payment or the highest charge allowed by law.
5. **Security Interest** To secure your obligations under this Agreement, you grant us a continuing first priority security interest in each Unit (including any Additional Collateral), including all attachments, accessories and optional features (whether or not installed on such Units) and all substitutions, replacements, additions, and accessions, and the proceeds of all the foregoing, including, but not limited to, proceeds in the form of chattel paper. You authorize the filing of such financing statements and will, at your expense, do any act and execute, acknowledge, deliver, file, register and record any document, which we deem desirable to protect our security interest in each Unit and our rights and benefits under this Agreement. You, at your expense, will protect and defend our security interest in the Units and will keep the Units free and clear of any and all claims, liens, encumbrances and legal processes however and whenever arising.
6. **Disclaimer of Warranties** WE HAVE NOT MADE AND DO NOT MAKE ANY WARRANTY, REPRESENTATION OR COVENANT OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE UNITS. AS TO US, YOUR LEASE AND PURCHASE OF THE UNITS WILL BE ON AN "AS IS" AND "WHERE IS" BASIS AND "WITH ALL FAULTS". **Nothing in this Agreement is intended to limit, waive, abridge or otherwise modify any rights, claims, or causes of action that you may have against any person or entity other than us.**
7. **Non-Appropriation** You have an immediate need for, and expect to make immediate use of, the Units in the ordinary course of your business and maintenance of property. This need is not temporary or expected to diminish during the term of this Agreement. To that end, you agree that your budget for the current fiscal year includes a sufficient amount to permit you to discharge your obligations under this

Agreement. You also agree that your primary business official currently intends, to the extent permitted by law, to include in your budget for approval by your governing board for each successive fiscal year during the term of this Agreement, a sufficient amount to permit you to discharge your obligations under this Agreement. In the event your governing board fails or refuses to appropriate monies sufficient to make the Payments due during your next succeeding fiscal year, this Agreement will not be renewed for such fiscal year and you shall return to us, no later than the last day of the last fiscal year for which appropriations were made for the Payments (the "Return Date"), all of the Units, at your sole expense, in accordance with Section 14, and this Agreement will terminate on the Return Date without penalty or expense to you and you will not be obligated to pay the Lease Payments beyond the last fiscal year for which appropriations were made; provided, that you will pay all Payments for which moneys have been appropriated or are otherwise available; and provided further, that you will pay month-to-month rent at the rate set by us for each month or part of any month that you fail to return the Units.

8. **Tax Warranty** You will, at all times, do and perform all acts and things necessary and within your control to ensure that the component of the Lease Payments received by us that, for the purposes of Federal income taxation, is treated as interest will be excluded from our gross income. You will not permit or cause your obligations under this Agreement to be guaranteed by the Federal Government or any branch or instrumentality of the Federal Government. You will use the Units for the purpose of performing one or more of your governmental functions consistent with the scope of your authority and not in any trade or business carried on by a person other than you. You will report this Agreement to the Internal Revenue Service by filing Form 8038G, 8038GC or 8038, as applicable. Failure to do so will cause this Agreement to lose its tax exempt status. You agree that if the appropriate form is not filed, or if you are in breach of any other tax warranty in this paragraph, the interest rate payable under this Agreement will be raised to the equivalent taxable interest rate. If the use, possession or acquisition of the Units is determined to be subject to taxation, you will pay when due all taxes and governmental charges assessed or levied against or with respect to the Units.

9. **Assignment** You may not, without our prior written consent, by operation of law or otherwise, assign, transfer, pledge, hypothecate or otherwise dispose of your right, title and interest in and to this Agreement and/or the Units and/or grant or assign a security interest in this Agreement and/or the Units, in whole or in part. We may not transfer, sell, assign, pledge, hypothecate, or otherwise dispose of our right, title and interest in and to this Agreement and/or the Units and/or grant or assign a security interest in this Agreement and/or the Units, in whole or in part.

10. **Indemnity** To the extent permitted by law, you assume liability for, agree to and do indemnify, protect and hold harmless us and our employees, officers, directors and agents from and against any and all liabilities, obligations, losses, damages, injuries, claims, demands, penalties, actions, costs and expenses (including reasonable attorney's fees), of whatsoever kind and nature, arising out of the use, condition (including, but not limited to, latent and other defects and whether or not discoverable by you or us), operation, ownership, selection, delivery, storage, leasing or return of any item of Units, regardless of where, how and by whom operated, or any failure on your part to accept the Units or otherwise to perform or comply with any conditions of this Agreement.

11. **Insurance; Loss and Damage**

You bear the entire risk of loss, theft, destruction or damage to the Units from any cause whatsoever. No loss, theft, destruction or damage of the Units will relieve you of the obligation to make Lease Payments or to perform any obligation owing under this Agreement. You agree to keep the Units insured to protect all of our interests, at your expense, for such

risks, in such amounts, in such forms and with such companies as we may require, including but not limited to fire and extended coverage insurance, explosion and collision coverage, and personal liability and property damage liability insurance. Any insurance policies relating to loss or damage to the Units will name us as loss payee as our interests may appear and the proceeds may be applied toward the replacement or repair of the Units or the satisfaction of the Payments due under this Agreement. You agree to use, operate and maintain the Units in accordance with all laws, regulations and ordinances and in accordance with the provision of any policies of insurance covering the Units, and will not rent the Units or permit the Units to be used by anyone other than you. You agree to keep the Units in good repair, working order and condition and house the Units in suitable shelter, and to permit us or our assigns to inspect the Units at any time and to otherwise protect our interests in the Units. If any Unit is customarily covered by a maintenance agreement, you will furnish us with a maintenance agreement by a party acceptable to us.

12. **Default; Remedies** An "Event of Default" will occur if (a) you fail to pay any Payment when due and such failure continues for ten (10) days after the due date for such Payment or (b) you fail to perform or observe any other covenant, condition, or agreement to be performed or observed by you under this Agreement and such failure is not cured within twenty (20) days after written notice of such failure from us. Upon an Event of Default, we will have all rights and remedies available under applicable law. In addition, we may declare all Lease Payments due or to become due during the fiscal year in which the Event of Default occurs to be immediately due and payable by you and/or we may repossess the Units by giving you written notice to deliver the Units to us in the manner provided in Section 14, or in the event you fail to do so within ten (10) days after receipt of such notice, and subject to all applicable laws, we may enter upon your premises and take possession of the Units. Further, if we financed your obligations under any extended warranty agreement such as an Equipment Protection Plan, Extended Service Contract, Extended Warranty, Customer Service Agreement, Total Maintenance and Repair Agreement or similar agreement, we may cancel such extended warranty agreement on your behalf and receive the refund of the extended warranty agreement fees that we financed but had not received from you as of the date of the Event of Default.

13. **Miscellaneous** This Agreement may not be modified, amended, altered or changed except by a written agreement signed by you and us. In the event any provision of this Agreement is found invalid or unenforceable, the remaining provisions will remain in full force and effect. This Agreement, together with exhibits, constitutes the entire agreement between you and us and supersedes all prior and contemporaneous writings, understandings, agreements, solicitations, documents and representations, expressed or implied. Any terms and conditions of any purchase order or other documents submitted by you in connection with this Agreement which are in addition to or inconsistent with the terms and conditions of this Agreement will not be binding on us and will not apply to this Agreement. You agree that we may correct patent errors in this Agreement and fill in blanks including, for example, correcting or filling in serial numbers, VIN numbers, and dates. Any notices required to be given under this Agreement will be given to the parties in writing and by certified mail at the address provided in this Agreement, or to such other addresses as each party may substitute by notice to the other, which notice will be effective upon its receipt.

14. **Title; Return of Units** Legal title to the Units is vested in us. Upon the payment of all amounts due hereunder, legal title to the Units will pass to you without the necessity of further action by the parties, and we will have no further interest in the Units. If we are entitled to obtain possession of any Units or if you are obligated at any time to return any Units, then you will, at your expense, promptly deliver the Unit to us properly protected and in the condition required by Section 11. You will deliver the Unit, at our option, (i) to the nearest Caterpillar dealer selling

equipment of the same type as the Unit; or (ii) on board a carrier named by us and shipping the Unit, freight collect, to a destination designated by us. If the Unit is not in the condition required by Section 11, you must pay us, on demand, all costs and expenses incurred by us to bring the Unit into the required condition. Until the Units are returned as required above, all terms of this Agreement will remain in full force and effect including, without limitation, your obligation to pay Lease Payments and to insure the Units.

Attachment B **and** a copy of the minutes of the relevant meeting or (B) an opinion of your counsel substantially in the form attached as Attachment C; (ii) a Verification of Insurance substantially in the form attached to this Agreement; (iii) a copy of the signed Form filed with the Internal Revenue Service required in Section 8 above as Attachment D; and (iv) any other documents or items required by us.

15. **Other Documents** In connection with the execution of this Agreement, you will cause to be delivered to us (i) either (A) a certified copy of your authorizing resolution substantially in the form attached as

16. **Applicable Law** This Agreement will be governed by the laws, excluding the laws relating to the choice of law, of the State of Idaho.

SIGNATURES

LESSOR **CATERPILLAR FINANCIAL SERVICES CORPORATION**

Signature _____

Name (Print) _____

Title _____

Date _____

LESSEE **CITY OF HAILEY**

Signature _____

Name (Print) _____

Title _____

Date _____



GOVERNMENTAL ENTITY RESOLUTION TO LEASE, PURCHASE AND/OR FINANCE

WHEREAS, the laws of the State of Idaho (the "State") authorize CITY OF HAILEY (the "Governmental Entity"), a duly organized political subdivision, municipal corporation or similar public entity of the State, to purchase, acquire and lease personal property for the benefit of the Governmental Entity and its inhabitants and to enter into any necessary contracts; and

the Governmental Entity wants to lease, purchase and/or finance equipment ("Equipment") from Caterpillar Financial Services Corporation and/or an authorized Caterpillar dealer ("Caterpillar") by entering into that certain Governmental Equipment Lease-Purchase Agreement (the "Agreement") with Caterpillar; and

the form of the Agreement has been presented to the governing body of the Governmental Entity at this meeting.

RESOLVED, that: (i) the Agreement, including all schedules and exhibits attached to the Agreement, is approved in substantially the form presented at the meeting, with any Approved Changes (as defined below), (ii) the Governmental Entity enter into the Agreement with Caterpillar and (iii) the Agreement is adopted as a binding obligation of the Governmental Entity; and

that changes may later be made to the Agreement if the changes are approved by the Governmental Entity's counsel or members of the governing body of the Governmental Entity signing the Agreement (the "Approved Changes") and that the signing of the Agreement and any related documents is conclusive evidence of the approval of the changes; and

that the persons listed below, who are the incumbent officers of the Governmental Entity (the "Authorized Persons"):

[PLEASE INSERT NAME AND TITLE OF EACH AUTHORIZED PERSON BELOW]

Name (Print or Type)	Title (Print or Type)

be, and each is, authorized, directed and empowered, on behalf of the Governmental Entity, to (i) sign and deliver to Caterpillar, and its successors and assigns, the Agreement and any related documents, and (ii) take or cause to be taken all actions he/she deems necessary or advisable to acquire the Equipment, including the signing and delivery of the Agreement and related documents; and

that the signatory below is authorized to attest to these resolutions and affix the seal of the Governmental Entity to the Agreement, these resolutions, and any related documents; and

that nothing in these resolutions, the Agreement or any other document imposes a pecuniary liability or charge upon the general credit of the Governmental Entity or against its taxing power, except to the extent that the payments payable under the Agreement are special limited obligations of the Governmental Entity as provided in the Agreement; and

that a breach of these resolutions, the Agreement or any related document will not impose any pecuniary liability upon the Governmental Entity or any charge upon its general credit or against its taxing power, except to the extent that the payments payable under the Agreement are special limited obligations of the Governmental Entity as provided in the Agreement; and

that the authority granted by these resolutions will apply equally and with the same effect to the successors in office of the Authorized Persons.

I, _____, _____ of CITY OF HAILEY, certify that the resolutions above are a full, true and correct copy of resolutions of the governing body of the Governmental Entity. I also certify that the resolutions were duly and regularly passed and adopted at a meeting of the governing body of the Governmental Entity. I also certify that such meeting was duly and regularly called and held in all respects as required by law, at the Governmental Entity's office. I also certify that at such meeting, a majority of the governing body of the Governmental Entity was present and voted in favor of these resolutions.

I also certify that these resolutions are still in full force and effect and have not been amended or revoked.

IN WITNESS of these resolutions, the signatory named below executes this document on behalf of the Governmental Entity.

SIGNATURE [To be signed by authorized individual.]

Signature _____

Title _____

Date _____



1. PARTIES

LESSOR	LESSEE
CATERPILLAR FINANCIAL SERVICES CORPORATION	CITY OF HAILEY

2. PAYMENT SCHEDULE

<u>PAYMENT NUMBER</u>	<u>PAYMENT DATE</u>	<u>PAYMENT AMOUNT</u>
1 - 7	_____	\$38,913.75
8	_____	\$145,000.00

SIGNATURES

CATERPILLAR FINANCIAL SERVICES CORPORATION	CITY OF HAILEY
Signature _____	Signature _____
Name (Print) _____	Name (Print) _____
Title _____	Title _____
Date _____	Date _____

INSURANCE SELECTION FORM- INSURANCE REQUIREMENTS



Before funding your equipment, you must arrange physical damage insurance on the equipment identified below. The insurance may be provided through an insurance agent or insurance company of your choice, provided the insurance company has a financial strength rating of at least A- from either A.M. Best, Moody's, S&P, Fitch or Kroll Bond Rating Agency ("KBRA").

Physical Damage coverage must show that Caterpillar Financial Services Corporation has been named as loss payee for the equipment's replacement value. The deductible must be shown. Liability Coverage must be a minimum of \$1,000,000 or combined coverage for bodily injury and property damage per occurrence. Caterpillar Financial Services Corporation must be named as additional insured.

As an alternative to obtaining your own Physical Damage coverage, you may elect to have your equipment insured under coverage arranged by Caterpillar Insurance Services Corporation designed specifically for those that purchase Cat® equipment. If a quote is not included in your document package, please contact your Cat dealer, call **1-800-248-4228**, or e-mail PhysicalDamage@cat.com.

Please complete this form to provide contact information for your liability coverage, as well as your physical damage coverage if you did not elect to arrange your physical damage coverage through Caterpillar Insurance Services Corporation.

Transaction Number: 001-70236896
Dealer Name: WESTERN STATES EQUIPMENT COMPANY
Customer's Name: CITY OF HAILEY
Address: 115 MAIN STREET SOUTH
HAILEY, ID 83333-8408

I have entered into the above agreement under which **I am responsible for providing insurance** against **ALL RISKS** of direct physical loss or damage for the replacement value of the following equipment, subject to common exclusions such as damage caused by corrosion, rust, mechanical or electrical breakdown, etc.

Model #	Equipment Description	Serial #	VIN#	Policy Limit (Value Including Tax)
1. 938-14	2026 Caterpillar Wheel Loader	EZY04118		\$339,208.68

Insurance Agency _____ Insurance Agent's Name _____
Street Address _____
City _____ State _____ Zip _____
Agent's Phone Number _____ Fax Number _____ E-mail Address _____

TO CUSTOMER'S INSURANCE AGENT

Caterpillar Financial Services Corporation must be added as a Loss Payee for physical damage and as an Additional Insured for general liability for the equipment listed above:

- ☐ To my existing policy number(s) _____, which now provide the coverage required, or
☐ To a policy or policies which you are authorized to issue in the name listed above which will provide the coverage required.

Signature _____
Name(Print) _____
Title _____
Date _____

PROCESSING OF THIS TRANSACTION MAY BE HELD PENDING RECEIPT OF THIS INFORMATION

PLEASE FORWARD A COPY OF THE CERTIFICATE OR BINDER EVIDENCING COVERAGE TO:

**CATERPILLAR FINANCIAL SERVICES CORPORATION Attn: Document Services
2120 West End Avenue Nashville, TN 37203**

PLEASE ATTACH A COPY OF THIS NOTICE TO PROOF OF INSURANCE

CUSTOMER INFORMATION VERIFICATION
Contract Number 001-70236896



CUSTOMER INFORMATION

CHANGES TO CUSTOMER INFORMATION

Customer Name: CITY OF HAILEY

Physical Address: 115 MAIN STREET SOUTH
HAILEY, ID, 83333-8408

Mailing Address: 115 MAIN STREET SOUTH
HAILEY, ID, 83333-8408

Equipment Location: 115 MAIN STREET SOUTH
HAILEY, ID, 83333-8408

Business Phone: 2087884221

Mobile Phone: _____

E-mail Address: _____

The changes above apply to: ☐ Current Request for financing ☐ All active contracts

TAX INFORMATION

Tax Exempt**

Non-Exempt

Asset outside the City limits Yes _____ No _____

****A Tax Exemption Certificate is required for all tax exempt customer. If you are tax exempt – please enclose a current tax exemption certificate to be returned with your documents.**

AUTO PAY INFORMATION (Checking Account Information)

- ☐ I decline Auto Pay authorization at this time
- ☐ I request and authorize Caterpillar Financial Services Corporation ("Cat Financial") to begin debiting my account for the amounts due under the contract(s) indicated below, with debits made to my account and withdrawn by Cat Financial, provided my account has sufficient collected funds to pay the debit when presented. If my financial institution dishonors any debit for any reason, Cat Financial may issue another debit in substitution for the dishonored debit and will have no liability on account of a dishonored debit. I agree that Cat Financial's rights relating to each debit will be the same as if I had personally signed a check. I agree that I will be liable to make payment promptly, including any applicable late fees, if any debit is not paid, unless Cat Financial or its agents or affiliates are directly responsible for the nonpayment. I acknowledge that I may cancel this authorization at any time by written notice to Cat Financial, which notice will be effective 10 days after receipt; however, my cancellation of this authorization does not terminate, cancel or reduce my obligations under the contract(s). I understand that Cat Financial will not notify me in advance of any withdrawal and I agree to waive all pre-notification requirements in respect of all debits drawn under this authorization. Please use the information below to set up Auto Pay on:

Bank Name

Account Name (exactly as it appears on Check)

Routing Number

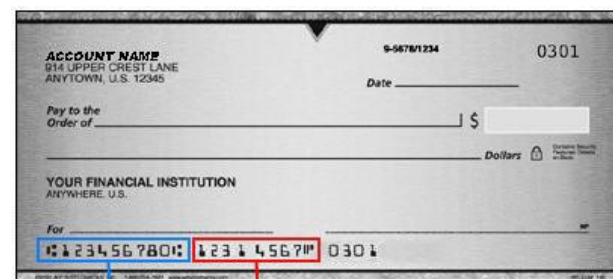
9 digits

Account Number

3-17 digits

Re-Enter Account Number

3-17 digits



Routing Number Account Number

CUSTOMER SIGNATURE

The information above has been reviewed and is accurate to the best of my knowledge. For a joint account, all account holders must sign if more than one signature is required on checks issued against the account.

Name

Title

For questions or assistance with Auto Pay, or for information about your account, please contact Customer Service, 1-800-651-0567.

Thank you for selecting Caterpillar products and for allowing Caterpillar Financial Services Corporation to serve your financing needs. Included in this document package are all of the forms that will be needed for standard tax exempt lease purchase transactions. The forms have been designed to be clear, concise and user friendly. We have also provided a brief explanation of the purpose of each form. If you wish to discuss any of the forms or have any questions about any aspect of this transaction, we encourage you to contact your Caterpillar Dealer or Caterpillar Financial Services Corporation at 1-866-263-3791 Option # 5.

A. Governmental Equipment Lease-Purchase Agreement. The Governmental Lease-Purchase Agreement contains the terms that govern each transaction between us. It is the standard Caterpillar Financial Services Corporation tax exempt lease-purchase agreement, and provides that we will lease to you the equipment described therein pursuant to a full payout amortization schedule. A new Governmental Equipment Lease-Purchase Agreement will have to be signed in connection with each transaction.

B. Lessee's Authorizing Resolution. The Authorizing Resolution is evidence you have taken the necessary governing body actions to approve the Governmental Equipment Lease-Purchase Agreement. Although the authorizing instrument is often a resolution, it may also take other forms such as an ordinance. We are agreeable to using your customary or standard form provided it contains specific approval for the lease-purchase agreement, designates persons who are authorized to sign on your behalf and either approves the document forms or delegates this authority to a named official **C.**

Verification of Insurance. The Certificate of Insurance is intended to supply information regarding the insurance coverage for the equipment being lease-purchased. You will need to supply the requested information to us so we can verify coverage.

D. Opinion of Counsel. An opinion of counsel is required in connection with each Governmental Equipment Lease-Purchase Agreement. The opinion is intended to confirm that you have complied with all open meeting laws, publication and notice requirements, procedural rules for governing body meetings, and any other relevant state or local government statutes, ordinances, rules or regulations. We would be unable to confirm compliance with these laws and regulations ourselves absent long delays and higher costs so we rely upon the opinion of your attorney since he/she may have been involved in the process to approve our transaction and is an expert in the laws and regulations to which you are subject. The opinion also confirms that you are an entity eligible to issue tax-exempt obligations and that the Governmental Equipment Lease-Purchase Agreement will be treated as tax-exempt as it is your obligation to ensure that you have complied with relevant tax law.

E. Form of 8038G or GC. Form 8038 is required by the Internal Revenue Service in order to monitor the amount of tax-exempt obligations issued. You have to execute a Form 8038 for each Governmental Equipment Lease-Purchase Agreement. Whether a Form 8038 G or GC is required depends on the original principal amount of the Governmental Equipment Lease-Purchase Agreement. If the original principal amount is less than \$100,000 Form 8038GC is filed with the IRS. If the original principal amount is \$100,000 or more Form 8038G is filed with the IRS. Choose the appropriate 8038 form and complete according to IRS guidelines. Contact your TM or Sales Support Representative for assistance. IRS Form 8038G

<http://www.irs.gov/pub/irs-pdf/f8038g.pdf>

IRS Form 8038GC <http://www.irs.gov/pub/irs-pdf/f8038gc.pdf>

This Explanation of Contents is prepared as an accommodation to the parties named herein. It is intended as an example of some of the documents that Caterpillar Financial Services Corporation, in its reasonable judgment, may require and is not intended to constitute legal advice. Please engage and use your own legal counsel. We understand that the laws of the various states are different so nothing herein shall be construed as a warranty or representation that the documents listed herein are the only documents that may be required in any particular transaction or that any particular transaction, if documented in accordance with this Explanation of Contents, will be a valid, binding and enforceable obligation enforceable against the parties named herein in accordance with the terms of the documents named herein.

Information Return for Tax-Exempt Governmental Obligations

► Under Internal Revenue Code section 149(e)
► See separate instructions.
Caution: If the issue price is under \$100,000, use Form 8038-GC.

OMB No. 1545-0720

Part I Reporting Authority		If Amended Return, check here ☐
1 Issuer's name City of Hailey		2 Issuer's employer identification number (EIN) 82-6000201
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a
4 Number and street (or P.O. box if mail is not delivered to street address) 115 Main St	Room/suite	5 Report number (For IRS Use Only) 3
6 City, town, or post office, state, and ZIP code Hailey, ID 83333		7 Date of issue
8 Name of issue		9 CUSIP number
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions)		10b Telephone number of officer or other employee shown on 10a

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.		
11 Education		11
12 Health and hospital		12
13 Transportation		13
14 Public safety		14
15 Environment (including sewage bonds)		15
16 Housing		16
17 Utilities		17
18 Other. Describe ►		18
19 If obligations are TANs or RANs, check only box 19a	► ☐	
If obligations are BANs, check only box 19b	► ☐	
20 If obligations are in the form of a lease or installment sale, check box	► ☐	

Part III Description of Obligations. Complete for the entire issue for which this form is being filed.					
	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	09/2033	\$ 339,208.68	\$ 145,000.00	7 years	4.99 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)				
22	Proceeds used for accrued interest		22	
23	Issue price of entire issue (enter amount from line 21, column (b))		23	
24	Proceeds used for bond issuance costs (including underwriters' discount)	24		
25	Proceeds used for credit enhancement	25		
26	Proceeds allocated to reasonably required reserve or replacement fund	26		
27	Proceeds used to currently refund prior issues	27		
28	Proceeds used to advance refund prior issues	28		
29	Total (add lines 24 through 28)		29	
30	Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)		30	

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.			
31	Enter the remaining weighted average maturity of the bonds to be currently refunded	►	years
32	Enter the remaining weighted average maturity of the bonds to be advance refunded	►	years
33	Enter the last date on which the refunded bonds will be called (MM/DD/YYYY)	►	
34	Enter the date(s) the refunded bonds were issued ► (MM/DD/YYYY)		

Part VI Miscellaneous

- | | | |
|------------|--|--|
| 35 | | |
| 36a | | |
| 37 | | |
- 35** Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)
- 36a** Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions)
- b** Enter the final maturity date of the GIC ▶ _____
- c** Enter the name of the GIC provider ▶ _____
- 37** Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units
- 38a** If this issue is a loan made from the proceeds of another tax-exempt issue, check box ☐ and enter the following information:
- b** Enter the date of the master pool obligation ▶ _____
- c** Enter the EIN of the issuer of the master pool obligation ▶ _____
- d** Enter the name of the issuer of the master pool obligation ▶ _____
- 39** If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ☐
- 40** If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ☐
- 41a** If the issuer has identified a hedge, check here ☐ and enter the following information:
- b** Name of hedge provider ▶ _____
- c** Type of hedge ▶ _____
- d** Term of hedge ▶ _____
- 42** If the issuer has superintegrated the hedge, check box ☐
- 43** If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box ☐
- 44** If the issuer has established written procedures to monitor the requirements of section 148, check box ☐
- 45a** If some portion of the proceeds was used to reimburse expenditures, check here ☐ and enter the amount of reimbursement ▶ _____
- b** Enter the date the official intent was adopted ▶ _____

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

▶ _____ Date _____ ▶ _____
Signature of issuer's authorized representative Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check ☐ if self-employed	PTIN
Firm's name ▶ _____			Firm's EIN ▶ _____	
Firm's address ▶ _____			Phone no. _____	

WESTERN STATES EQUIPMENT COMPANY
500 E OVERLAND RD
MERIDIAN, ID 83642-6606

Reference:

CITY OF HAILEY

We are requesting a copy of the minutes of the appropriation meeting during which the funds for this deal were allocated.

A copy of this information is necessary to complete the documentation package and to fund the deal. Your ability to return a complete package will ensure timely payment to you.

Thank you for your assistance.

CATERPILLAR FINANCIAL SERVICES CORPORATION
DOCUMENTATION DEPARTMENT

Caterpillar Financial Services Corporation

INVOICE

Page	Date	Invoice No.
I	09/09/2026	001-70236896

CITY OF HAILEY
115 MAIN STREET SOUTH
HAILEY, ID 83333-8408

Description	Serial	VIN	Due Date	Pmt. No.	Amount
(1) 2026 CATERPILLAR 938-14 WHEEL LOADER	EZY04118		Upon Receipt.	1	\$38,913.75
WITHOUT THE APPROPRIATE TAX EXEMPTION CERTIFICATE, APPLICABLE SALES AND/OR USE TAX WILL BE CHARGED.					

PLEASE PAY THIS AMOUNT \$ \$38,913.75

Invoice No.	Total Enclosed
001-70236896 - 1	\$

CITY OF HAILEY
115 MAIN STREET SOUTH
HAILEY, ID 83333-8408

Remit To: Caterpillar Financial Services Corporation
5th Floor Document Services
Doc Specialist: WESTERN STATES EQUIPMENT COMPANY
2120 West End Ave.
Nashville, TN 37203

RETURN INVOICE AND CHECK FOR SPECIFIED PAYMENT(S) WITH SIGNED DOCUMENTS.
Your check will be cashed by Caterpillar Financial Services Corporation (CFSC) upon receipt, but that act will not constitute acceptance by CFSC of the Loan, Lease or Schedule. If CFSC accepts and executes the Loan, Lease or Schedule, the proceeds of this check will be applied to the specified payments. If CFSC does not accept the Loan, Lease or Schedule, CFSC will return an amount equal to this check.



CITY OF HAILEY

115 SOUTH MAIN STREET
SUITE H
HAILEY, ID 83333
Phone: 208-788-4221

PURCHASE ORDER

BILL TO:

ATTN: ACCOUNTS PAYABLE
115 Main Street South, Suite H
Hailey ID 83333

SHIP TO: (If different)

CITY OF HAILEY

115 MAIN STREET SOUTH, SUITE H
HAILEY ID 83333

VENDOR:

50333

CATERPILLAR FINANCIAL SERVICES CORP

WESTERN STATES EQUIPMENT CO
2120 WEST END AVE.
NASHVILLE TN 37203

P.O. # 282537

PO DATE 9/22/2026

PRINT DATE 9/23/2026

QTY	DESCRIPTION	UNIT PRICE	AMOUNT	GL ACCOUNT NO	JOB NO
1.00	2026 CAT 938-14 WHEEL LOADER	38,913.75	38,913.75	100-40-41775	

SUBTOTAL	38,913.75
FREIGHT	
NET AMOUNT	38,913.75

NOTES

DEPARTMENT HEAD SIGNATURE

DATE

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 9/28/26

DEPARTMENT: PW

DEPT. HEAD SIGNATURE: BY _____

SUBJECT: Motion to adopt Resolution 2026-____, authorizing a 7-year lease agreement with Western States Equipment through CAT Financial, for a Caterpillar 938 Loader, at \$38,913.75 annually. **ACTION ITEM**

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

The current lease agreement with Western States Equipment for a CAT 938 Loader is expiring. Attached is a renewal lease agreement with Western States Equipment through CAT Financial Services. The yearly lease payment for the CAT 938 Loader is \$38,913.75, with a guarantee from Western States Cat to buy back the equipment at the end of the 5-year term.

The previous lease annual payment was \$16,262.41. The new lease payment will be \$38,913.75. This will be funded by the Streets operations budget.

The City attorney will review the lease document to determine the language acceptable.

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

☐ City Administrator	☐ Library	☐ Benefits Committee
☐ City Attorney	☐ Mayor	☐ Treasurer
☐ City Clerk	☐ Planning	☒ Streets
☐ Building	☐ Police	☐ Wastewater
☐ Engineer	☒ Public Works	☐ Water
☐ Fire Dept.	☐ P & Z Commission	☐ Parks

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to adopt Resolution 2026-____, authorizing a 7-year lease agreement with Western States Equipment through CAT Financial, for a Caterpillar 938 Loader, at \$38,913.75 annually. **ACTION ITEM**

ADMINISTRATIVE COMMENTS/APPROVAL:

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

ACTION OF THE CITY COUNCIL:

Date _____

City Clerk _____

FOLLOW-UP:

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

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

CITY OF HAILEY
RESOLUTION NO. 2026-_____

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY
AUTHORIZING THE MAYOR'S SIGNATURE ON A LEASE AGREEMENT WITH
WESTERN STATES EQUIPMENT THROUGH CATERPILLAR FINANCIAL
SERVICES CORP.**

WHEREAS, the City of Hailey desires to renew a lease agreement with Western States Equipment via Caterpillar Financial Services Corporation for equipment that will be used for snow removal and other city work.

WHEREAS, Western States Equipment will lease one 2026 Caterpillar 938 Loader at \$38,913.75 to the City of Hailey for 7 annual payments.

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

Passed this 28th day of September, 2026.

City of Hailey

Martha Burke, Mayor

ATTEST:

Mary Cone, City Clerk

Document Checklist – Governmental Lease



These documents were prepared especially for:

CITY OF HAILEY
115 MAIN STREET SOUTH
HAILEY, ID 83333-8408

Dealer: WESTERN STATES EQUIPMENT COMPANY, H510
Contract Number 001-70236893
Transaction Number: 5124911
Comments:

Date: 09/09/2026
Time: 04:27:21 PM

Customer Executed Documents	Comments
☐ Governmental Lease Document	_____
☐ Insurance-Liability and Physical Damage	_____
☐ Advance Payment (cross out if N/A)	_____
☐ Guaranty of Payment (cross out if N/A)	_____
☐ Tax Exemption Certif. (cross out if N/A)	_____
☐ Title applied for (cross out if N/A)	_____
☐ Customer Information Verification	_____
☐ Any necessary Riders/Amendments	_____
☐ CVA DOC ADDENDUM TO FINANCE LEASE (Multiple CVA offers at Doc Gen)	_____
☐ FINAL CVA AT ADDENDUM (Multiple CVA offers at Doc Gen)	_____
☐ FINAL CVA AT QUOTE (Customer Accepted CVA before Doc Gen)	_____
☐ Other _____	_____
☐ 8038G / CG Form	_____
☐ Request for Minutes	_____
☐ Opinion of Counsel	_____
☐ Governmental Resolution to Lease, Purchase and/or Finance	_____
☐ Governmental Buyback Agreement (cross out if N/A)	_____

Dealer Executed Documents
☐ Purchase Agreement _____
☐ Dealer Invoice _____
☐ All Credit Conditions Met _____

*If any of these documents are altered, or if the Lessee wishes to add or delete documents, please contact your CFSC Credit Analyst to obtain acceptance of any and all changes.

If you have any questions concerning these documents please call and ask for

Checklist completed and confirmed by:

Print Name: _____

Date: _____

These Documents do not constitute any offer or commitment to offer financing by Caterpillar Financial Services Corporation without Caterpillar Financial Services Corporation's expressed written approval.

1. PARTIES

LESSOR:

CATERPILLAR FINANCIAL SERVICES CORPORATION
2120 West End Avenue
Nashville, TN 37203

LESSEE:

CITY OF HAILEY
115 MAIN STREET SOUTH
HAILEY, ID 83333-8408

In reliance on your selection of the equipment described below (each a "Unit"), we have agreed to acquire and lease the Units to you, subject to the terms of this Agreement. **Until this Agreement has been signed by our duly authorized representative, it will constitute an offer by you to enter into this Agreement with us on the terms stated herein.**

2. DESCRIPTION OF THE UNITS

DESCRIPTION OF UNITS Whether the Unit is new or used, the model number, the manufacturer, and the model name	SERIAL/VIN Unique ID number for this Unit	ANNUAL LEASE PAYMENT This is due per period, as stated below in section 3.	FINAL LEASE PAYMENT	DELIVERY DATE Enter date machine was delivered to you.
1 New 2026 Caterpillar 938-14 Wheel Loader	EZY03765	SEE ATTACHMENT	\$145,000.00	

TERMS AND CONDITIONS

3. **Lease Payments; Current Expense** You will pay us the lease payments, including the final lease payment set forth above (collectively, the "Lease Payments"), provided however, that your obligation to pay Lease Payments extends only from the effective date of this Agreement until expiration of your current fiscal year and thereafter if you renew this Agreement. In the event you desire to renew this Agreement, you shall specifically appropriate funds in the budget adopted by you to make the scheduled Lease Payments. Lease Payments shall be paid by Lessee to Lessor according to the attached payment schedule; provided that all amounts owing hereunder shall be due by the final lease payment date. A portion of each Lease Payment constitutes interest and the balance of each Lease Payment is payment of principal. The Lease Payments will be due without demand. You will pay the Lease Payments to us at CATERPILLAR FINANCIAL SERVICES CORP., P.O. BOX 730681, DALLAS, TX 75373-0681 or such other location that we designate in writing. Your obligations, including your obligation to pay the Lease Payments due in any fiscal year, will constitute a current expense of yours for such fiscal year and will not constitute an indebtedness of yours within the meaning of the constitution and laws of the State of Idaho. Nothing in this Agreement will constitute a pledge by you of any taxes or other moneys, other than moneys lawfully appropriated from time to time for the payment of the "Payments" (as defined in the last sentence of this Section) owing under this Agreement. **You agree that, except as provided in Section 7, your duties and liabilities under this Agreement and any associated documents are absolute and unconditional. Your payment and performance obligations are not subject to cancellation, reduction, or setoff for any reason. You agree to settle all claims, defenses, setoffs, counterclaims and other disputes you may have with the Supplier, the manufacturer of the Unit, or any other third party directly with the Supplier, the manufacturer or the third party, as the case may be. You will not assert, allege or make any such claim, defense, setoff, counterclaim or other dispute against us or with respect to the payments due us under this Agreement.** As used in this Agreement, "Payments" will mean the Lease Payments and any other amounts required to be paid by you.

The portion of the Lease Payments constituting principal will bear interest (computed on the basis of actual days elapsed in a 360 day year) at the rate of 4.990% per annum.

4. **Late Charges** If we do not receive a Payment on the date it is due, you will pay to us, on demand, a late payment charge equal to the lesser of five percent (5%) of such Payment or the highest charge allowed by law.
5. **Security Interest** To secure your obligations under this Agreement, you grant us a continuing first priority security interest in each Unit (including any Additional Collateral), including all attachments, accessories and optional features (whether or not installed on such Units) and all substitutions, replacements, additions, and accessions, and the proceeds of all the foregoing, including, but not limited to, proceeds in the form of chattel paper. You authorize the filing of such financing statements and will, at your expense, do any act and execute, acknowledge, deliver, file, register and record any document, which we deem desirable to protect our security interest in each Unit and our rights and benefits under this Agreement. You, at your expense, will protect and defend our security interest in the Units and will keep the Units free and clear of any and all claims, liens, encumbrances and legal processes however and whenever arising.
6. **Disclaimer of Warranties** WE HAVE NOT MADE AND DO NOT MAKE ANY WARRANTY, REPRESENTATION OR COVENANT OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE UNITS. AS TO US, YOUR LEASE AND PURCHASE OF THE UNITS WILL BE ON AN "AS IS" AND "WHERE IS" BASIS AND "WITH ALL FAULTS". **Nothing in this Agreement is intended to limit, waive, abridge or otherwise modify any rights, claims, or causes of action that you may have against any person or entity other than us.**
7. **Non-Appropriation** You have an immediate need for, and expect to make immediate use of, the Units in the ordinary course of your business and maintenance of property. This need is not temporary or expected to diminish during the term of this Agreement. To that end, you agree that your budget for the current fiscal year includes a sufficient amount to permit you to discharge your obligations under this

Agreement. You also agree that your primary business official currently intends, to the extent permitted by law, to include in your budget for approval by your governing board for each successive fiscal year during the term of this Agreement, a sufficient amount to permit you to discharge your obligations under this Agreement. In the event your governing board fails or refuses to appropriate monies sufficient to make the Payments due during your next succeeding fiscal year, this Agreement will not be renewed for such fiscal year and you shall return to us, no later than the last day of the last fiscal year for which appropriations were made for the Payments (the "Return Date"), all of the Units, at your sole expense, in accordance with Section 14, and this Agreement will terminate on the Return Date without penalty or expense to you and you will not be obligated to pay the Lease Payments beyond the last fiscal year for which appropriations were made; provided, that you will pay all Payments for which moneys have been appropriated or are otherwise available; and provided further, that you will pay month-to-month rent at the rate set by us for each month or part of any month that you fail to return the Units.

8. **Tax Warranty** You will, at all times, do and perform all acts and things necessary and within your control to ensure that the component of the Lease Payments received by us that, for the purposes of Federal income taxation, is treated as interest will be excluded from our gross income. You will not permit or cause your obligations under this Agreement to be guaranteed by the Federal Government or any branch or instrumentality of the Federal Government. You will use the Units for the purpose of performing one or more of your governmental functions consistent with the scope of your authority and not in any trade or business carried on by a person other than you. You will report this Agreement to the Internal Revenue Service by filing Form 8038G, 8038GC or 8038, as applicable. Failure to do so will cause this Agreement to lose its tax exempt status. You agree that if the appropriate form is not filed, or if you are in breach of any other tax warranty in this paragraph, the interest rate payable under this Agreement will be raised to the equivalent taxable interest rate. If the use, possession or acquisition of the Units is determined to be subject to taxation, you will pay when due all taxes and governmental charges assessed or levied against or with respect to the Units.

9. **Assignment** You may not, without our prior written consent, by operation of law or otherwise, assign, transfer, pledge, hypothecate or otherwise dispose of your right, title and interest in and to this Agreement and/or the Units and/or grant or assign a security interest in this Agreement and/or the Units, in whole or in part. We may not transfer, sell, assign, pledge, hypothecate, or otherwise dispose of our right, title and interest in and to this Agreement and/or the Units and/or grant or assign a security interest in this Agreement and/or the Units, in whole or in part.

10. **Indemnity** To the extent permitted by law, you assume liability for, agree to and do indemnify, protect and hold harmless us and our employees, officers, directors and agents from and against any and all liabilities, obligations, losses, damages, injuries, claims, demands, penalties, actions, costs and expenses (including reasonable attorney's fees), of whatsoever kind and nature, arising out of the use, condition (including, but not limited to, latent and other defects and whether or not discoverable by you or us), operation, ownership, selection, delivery, storage, leasing or return of any item of Units, regardless of where, how and by whom operated, or any failure on your part to accept the Units or otherwise to perform or comply with any conditions of this Agreement.

11. **Insurance; Loss and Damage**

You bear the entire risk of loss, theft, destruction or damage to the Units from any cause whatsoever. No loss, theft, destruction or damage of the Units will relieve you of the obligation to make Lease Payments or to perform any obligation owing under this Agreement. You agree to keep the Units insured to protect all of our interests, at your expense, for such

risks, in such amounts, in such forms and with such companies as we may require, including but not limited to fire and extended coverage insurance, explosion and collision coverage, and personal liability and property damage liability insurance. Any insurance policies relating to loss or damage to the Units will name us as loss payee as our interests may appear and the proceeds may be applied toward the replacement or repair of the Units or the satisfaction of the Payments due under this Agreement. You agree to use, operate and maintain the Units in accordance with all laws, regulations and ordinances and in accordance with the provision of any policies of insurance covering the Units, and will not rent the Units or permit the Units to be used by anyone other than you. You agree to keep the Units in good repair, working order and condition and house the Units in suitable shelter, and to permit us or our assigns to inspect the Units at any time and to otherwise protect our interests in the Units. If any Unit is customarily covered by a maintenance agreement, you will furnish us with a maintenance agreement by a party acceptable to us.

12. **Default; Remedies** An "Event of Default" will occur if (a) you fail to pay any Payment when due and such failure continues for ten (10) days after the due date for such Payment or (b) you fail to perform or observe any other covenant, condition, or agreement to be performed or observed by you under this Agreement and such failure is not cured within twenty (20) days after written notice of such failure from us. Upon an Event of Default, we will have all rights and remedies available under applicable law. In addition, we may declare all Lease Payments due or to become due during the fiscal year in which the Event of Default occurs to be immediately due and payable by you and/or we may repossess the Units by giving you written notice to deliver the Units to us in the manner provided in Section 14, or in the event you fail to do so within ten (10) days after receipt of such notice, and subject to all applicable laws, we may enter upon your premises and take possession of the Units. Further, if we financed your obligations under any extended warranty agreement such as an Equipment Protection Plan, Extended Service Contract, Extended Warranty, Customer Service Agreement, Total Maintenance and Repair Agreement or similar agreement, we may cancel such extended warranty agreement on your behalf and receive the refund of the extended warranty agreement fees that we financed but had not received from you as of the date of the Event of Default.

13. **Miscellaneous** This Agreement may not be modified, amended, altered or changed except by a written agreement signed by you and us. In the event any provision of this Agreement is found invalid or unenforceable, the remaining provisions will remain in full force and effect. This Agreement, together with exhibits, constitutes the entire agreement between you and us and supersedes all prior and contemporaneous writings, understandings, agreements, solicitations, documents and representations, expressed or implied. Any terms and conditions of any purchase order or other documents submitted by you in connection with this Agreement which are in addition to or inconsistent with the terms and conditions of this Agreement will not be binding on us and will not apply to this Agreement. You agree that we may correct patent errors in this Agreement and fill in blanks including, for example, correcting or filling in serial numbers, VIN numbers, and dates. Any notices required to be given under this Agreement will be given to the parties in writing and by certified mail at the address provided in this Agreement, or to such other addresses as each party may substitute by notice to the other, which notice will be effective upon its receipt.

14. **Title; Return of Units** Legal title to the Units is vested in us. Upon the payment of all amounts due hereunder, legal title to the Units will pass to you without the necessity of further action by the parties, and we will have no further interest in the Units. If we are entitled to obtain possession of any Units or if you are obligated at any time to return any Units, then you will, at your expense, promptly deliver the Unit to us properly protected and in the condition required by Section 11. You will deliver the Unit, at our option, (i) to the nearest Caterpillar dealer selling

equipment of the same type as the Unit; or (ii) on board a carrier named by us and shipping the Unit, freight collect, to a destination designated by us. If the Unit is not in the condition required by Section 11, you must pay us, on demand, all costs and expenses incurred by us to bring the Unit into the required condition. Until the Units are returned as required above, all terms of this Agreement will remain in full force and effect including, without limitation, your obligation to pay Lease Payments and to insure the Units.

Attachment B **and** a copy of the minutes of the relevant meeting or (B) an opinion of your counsel substantially in the form attached as Attachment C; (ii) a Verification of Insurance substantially in the form attached to this Agreement; (iii) a copy of the signed Form filed with the Internal Revenue Service required in Section 8 above as Attachment D; and (iv) any other documents or items required by us.

15. **Other Documents** In connection with the execution of this Agreement, you will cause to be delivered to us (i) either (A) a certified copy of your authorizing resolution substantially in the form attached as

16. **Applicable Law** This Agreement will be governed by the laws, excluding the laws relating to the choice of law, of the State of Idaho.

SIGNATURES

LESSOR **CATERPILLAR FINANCIAL SERVICES CORPORATION**

Signature _____

Name (Print) _____

Title _____

Date _____

LESSEE **CITY OF HAILEY**

Signature _____

Name (Print) _____

Title _____

Date _____



GOVERNMENTAL ENTITY RESOLUTION TO LEASE, PURCHASE AND/OR FINANCE

WHEREAS, the laws of the State of Idaho (the "State") authorize CITY OF HAILEY (the "Governmental Entity"), a duly organized political subdivision, municipal corporation or similar public entity of the State, to purchase, acquire and lease personal property for the benefit of the Governmental Entity and its inhabitants and to enter into any necessary contracts; and

the Governmental Entity wants to lease, purchase and/or finance equipment ("Equipment") from Caterpillar Financial Services Corporation and/or an authorized Caterpillar dealer ("Caterpillar") by entering into that certain Governmental Equipment Lease-Purchase Agreement (the "Agreement") with Caterpillar; and

the form of the Agreement has been presented to the governing body of the Governmental Entity at this meeting.

RESOLVED, that: (i) the Agreement, including all schedules and exhibits attached to the Agreement, is approved in substantially the form presented at the meeting, with any Approved Changes (as defined below), (ii) the Governmental Entity enter into the Agreement with Caterpillar and (iii) the Agreement is adopted as a binding obligation of the Governmental Entity; and

that changes may later be made to the Agreement if the changes are approved by the Governmental Entity's counsel or members of the governing body of the Governmental Entity signing the Agreement (the "Approved Changes") and that the signing of the Agreement and any related documents is conclusive evidence of the approval of the changes; and

that the persons listed below, who are the incumbent officers of the Governmental Entity (the "Authorized Persons"):

[PLEASE INSERT NAME AND TITLE OF EACH AUTHORIZED PERSON BELOW]

Name (Print or Type)	Title (Print or Type)

be, and each is, authorized, directed and empowered, on behalf of the Governmental Entity, to (i) sign and deliver to Caterpillar, and its successors and assigns, the Agreement and any related documents, and (ii) take or cause to be taken all actions he/she deems necessary or advisable to acquire the Equipment, including the signing and delivery of the Agreement and related documents; and

that the signatory below is authorized to attest to these resolutions and affix the seal of the Governmental Entity to the Agreement, these resolutions, and any related documents; and

that nothing in these resolutions, the Agreement or any other document imposes a pecuniary liability or charge upon the general credit of the Governmental Entity or against its taxing power, except to the extent that the payments payable under the Agreement are special limited obligations of the Governmental Entity as provided in the Agreement; and

that a breach of these resolutions, the Agreement or any related document will not impose any pecuniary liability upon the Governmental Entity or any charge upon its general credit or against its taxing power, except to the extent that the payments payable under the Agreement are special limited obligations of the Governmental Entity as provided in the Agreement; and

that the authority granted by these resolutions will apply equally and with the same effect to the successors in office of the Authorized Persons.

I, _____, _____ of CITY OF HAILEY, certify that the resolutions above are a full, true and correct copy of resolutions of the governing body of the Governmental Entity. I also certify that the resolutions were duly and regularly passed and adopted at a meeting of the governing body of the Governmental Entity. I also certify that such meeting was duly and regularly called and held in all respects as required by law, at the Governmental Entity's office. I also certify that at such meeting, a majority of the governing body of the Governmental Entity was present and voted in favor of these resolutions.

I also certify that these resolutions are still in full force and effect and have not been amended or revoked.

IN WITNESS of these resolutions, the signatory named below executes this document on behalf of the Governmental Entity.

SIGNATURE [To be signed by authorized individual.]

Signature _____

Title _____

Date _____



1. PARTIES

LESSOR	LESSEE
CATERPILLAR FINANCIAL SERVICES CORPORATION	CITY OF HAILEY

2. PAYMENT SCHEDULE

<u>PAYMENT NUMBER</u>	<u>PAYMENT DATE</u>	<u>PAYMENT AMOUNT</u>
1 - 7	_____	\$38,913.75
8	_____	\$145,000.00

SIGNATURES

CATERPILLAR FINANCIAL SERVICES CORPORATION	CITY OF HAILEY
Signature _____	Signature _____
Name (Print) _____	Name (Print) _____
Title _____	Title _____
Date _____	Date _____

INSURANCE SELECTION FORM- INSURANCE REQUIREMENTS



Before funding your equipment, you must arrange physical damage insurance on the equipment identified below. The insurance may be provided through an insurance agent or insurance company of your choice, provided the insurance company has a financial strength rating of at least A- from either A.M. Best, Moody's, S&P, Fitch or Kroll Bond Rating Agency ("KBRA").

Physical Damage coverage must show that Caterpillar Financial Services Corporation has been named as loss payee for the equipment's replacement value. The deductible must be shown. Liability Coverage must be a minimum of \$1,000,000 or combined coverage for bodily injury and property damage per occurrence. Caterpillar Financial Services Corporation must be named as additional insured.

As an alternative to obtaining your own Physical Damage coverage, you may elect to have your equipment insured under coverage arranged by Caterpillar Insurance Services Corporation designed specifically for those that purchase Cat® equipment. If a quote is not included in your document package, please contact your Cat dealer, call **1-800-248-4228**, or e-mail PhysicalDamage@cat.com.

Please complete this form to provide contact information for your liability coverage, as well as your physical damage coverage if you did not elect to arrange your physical damage coverage through Caterpillar Insurance Services Corporation.

Transaction Number: 001-70236893
Dealer Name: WESTERN STATES EQUIPMENT COMPANY
Customer's Name: CITY OF HAILEY
Address: 115 MAIN STREET SOUTH
HAILEY, ID 83333-8408

I have entered into the above agreement under which **I am responsible for providing insurance** against **ALL RISKS** of direct physical loss or damage for the replacement value of the following equipment, subject to common exclusions such as damage caused by corrosion, rust, mechanical or electrical breakdown, etc.

Model #	Equipment Description	Serial #	VIN#	Policy Limit (Value Including Tax)
1. 938-14	2026 Caterpillar Wheel Loader	EZY03765		\$339,208.68

Insurance Agency _____ Insurance Agent's Name _____
Street Address _____
City _____ State _____ Zip _____
Agent's Phone Number _____ Fax Number _____ E-mail Address _____

TO CUSTOMER'S INSURANCE AGENT

Caterpillar Financial Services Corporation must be added as a Loss Payee for physical damage and as an Additional Insured for general liability for the equipment listed above:

- ☐ To my existing policy number(s) _____, which now provide the coverage required, or
☐ To a policy or policies which you are authorized to issue in the name listed above which will provide the coverage required.

Signature _____
Name(Print) _____
Title _____
Date _____

PROCESSING OF THIS TRANSACTION MAY BE HELD PENDING RECEIPT OF THIS INFORMATION

PLEASE FORWARD A COPY OF THE CERTIFICATE OR BINDER EVIDENCING COVERAGE TO:

**CATERPILLAR FINANCIAL SERVICES CORPORATION Attn: Document Services
2120 West End Avenue Nashville, TN 37203**

PLEASE ATTACH A COPY OF THIS NOTICE TO PROOF OF INSURANCE

CUSTOMER INFORMATION VERIFICATION
Contract Number 001-70236893



CUSTOMER INFORMATION

CHANGES TO CUSTOMER INFORMATION

Customer Name: CITY OF HAILEY

Physical Address: 115 MAIN STREET SOUTH
HAILEY, ID, 83333-8408

Mailing Address: 115 MAIN STREET SOUTH
HAILEY, ID, 83333-8408

Equipment Location: 115 MAIN STREET SOUTH
HAILEY, ID, 83333-8408

Business Phone: 2087884221

Mobile Phone: _____

E-mail Address: _____

The changes above apply to: ☐ Current Request for financing ☐ All active contracts

TAX INFORMATION

Tax Exempt**

Non-Exempt

Asset outside the City limits Yes _____ No _____

****A Tax Exemption Certificate is required for all tax exempt customer. If you are tax exempt – please enclose a current tax exemption certificate to be returned with your documents.**

AUTO PAY INFORMATION (Checking Account Information)

☐ I decline Auto Pay authorization at this time

☐ I request and authorize Caterpillar Financial Services Corporation ("Cat Financial") to begin debiting my account for the amounts due under the contract(s) indicated below, with debits made to my account and withdrawn by Cat Financial, provided my account has sufficient collected funds to pay the debit when presented. If my financial institution dishonors any debit for any reason, Cat Financial may issue another debit in substitution for the dishonored debit and will have no liability on account of a dishonored debit. I agree that Cat Financial's rights relating to each debit will be the same as if I had personally signed a check. I agree that I will be liable to make payment promptly, including any applicable late fees, if any debit is not paid, unless Cat Financial or its agents or affiliates are directly responsible for the nonpayment. I acknowledge that I may cancel this authorization at any time by written notice to Cat Financial, which notice will be effective 10 days after receipt; however, my cancellation of this authorization does not terminate, cancel or reduce my obligations under the contract(s). I understand that Cat Financial will not notify me in advance of any withdrawal and I agree to waive all pre-notification requirements in respect of all debits drawn under this authorization. Please use the information below to set up Auto Pay on:

Bank Name

Account Name (exactly as it appears on Check)

Routing Number

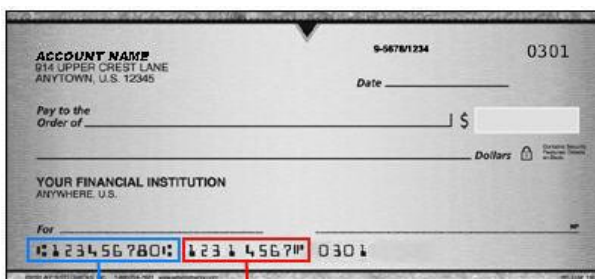
9 digits

Account Number

3-17 digits

Re-Enter Account Number

3-17 digits



Routing Number Account Number

CUSTOMER SIGNATURE

The information above has been reviewed and is accurate to the best of my knowledge. For a joint account, all account holders must sign if more than one signature is required on checks issued against the account.

Name

Title

For questions or assistance with Auto Pay, or for information about your account, please contact Customer Service, 1-800-651-0567.

Thank you for selecting Caterpillar products and for allowing Caterpillar Financial Services Corporation to serve your financing needs. Included in this document package are all of the forms that will be needed for standard tax exempt lease purchase transactions. The forms have been designed to be clear, concise and user friendly. We have also provided a brief explanation of the purpose of each form. If you wish to discuss any of the forms or have any questions about any aspect of this transaction, we encourage you to contact your Caterpillar Dealer or Caterpillar Financial Services Corporation at 1-866-263-3791 Option # 5.

A. Governmental Equipment Lease-Purchase Agreement. The Governmental Lease-Purchase Agreement contains the terms that govern each transaction between us. It is the standard Caterpillar Financial Services Corporation tax exempt lease-purchase agreement, and provides that we will lease to you the equipment described therein pursuant to a full payout amortization schedule. A new Governmental Equipment Lease-Purchase Agreement will have to be signed in connection with each transaction.

B. Lessee's Authorizing Resolution. The Authorizing Resolution is evidence you have taken the necessary governing body actions to approve the Governmental Equipment Lease-Purchase Agreement. Although the authorizing instrument is often a resolution, it may also take other forms such as an ordinance. We are agreeable to using your customary or standard form provided it contains specific approval for the lease-purchase agreement, designates persons who are authorized to sign on your behalf and either approves the document forms or delegates this authority to a named official **C.**

Verification of Insurance. The Certificate of Insurance is intended to supply information regarding the insurance coverage for the equipment being lease-purchased. You will need to supply the requested information to us so we can verify coverage.

D. Opinion of Counsel. An opinion of counsel is required in connection with each Governmental Equipment Lease-Purchase Agreement. The opinion is intended to confirm that you have complied with all open meeting laws, publication and notice requirements, procedural rules for governing body meetings, and any other relevant state or local government statutes, ordinances, rules or regulations. We would be unable to confirm compliance with these laws and regulations ourselves absent long delays and higher costs so we rely upon the opinion of your attorney since he/she may have been involved in the process to approve our transaction and is an expert in the laws and regulations to which you are subject. The opinion also confirms that you are an entity eligible to issue tax-exempt obligations and that the Governmental Equipment Lease-Purchase Agreement will be treated as tax-exempt as it is your obligation to ensure that you have complied with relevant tax law.

E. Form of 8038G or GC. Form 8038 is required by the Internal Revenue Service in order to monitor the amount of tax-exempt obligations issued. You have to execute a Form 8038 for each Governmental Equipment Lease-Purchase Agreement. Whether a Form 8038 G or GC is required depends on the original principal amount of the Governmental Equipment Lease-Purchase Agreement. If the original principal amount is less than \$100,000 Form 8038GC is filed with the IRS. If the original principal amount is \$100,000 or more Form 8038G is filed with the IRS. Choose the appropriate 8038 form and complete according to IRS guidelines. Contact your TM or Sales Support Representative for assistance. IRS Form 8038G

<http://www.irs.gov/pub/irs-pdf/f8038g.pdf>

IRS Form 8038GC <http://www.irs.gov/pub/irs-pdf/f8038gc.pdf>

This Explanation of Contents is prepared as an accommodation to the parties named herein. It is intended as an example of some of the documents that Caterpillar Financial Services Corporation, in its reasonable judgment, may require and is not intended to constitute legal advice. Please engage and use your own legal counsel. We understand that the laws of the various states are different so nothing herein shall be construed as a warranty or representation that the documents listed herein are the only documents that may be required in any particular transaction or that any particular transaction, if documented in accordance with this Explanation of Contents, will be a valid, binding and enforceable obligation enforceable against the parties named herein in accordance with the terms of the documents named herein.

Information Return for Tax-Exempt Governmental Obligations

► Under Internal Revenue Code section 149(e)

► See separate instructions.

Caution: If the issue price is under \$100,000, use Form 8038-GC.

OMB No. 1545-0720

Part I Reporting Authority		If Amended Return, check here ☐
1 Issuer's name City of Hailey		2 Issuer's employer identification number (EIN) 82-6000201
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a
4 Number and street (or P.O. box if mail is not delivered to street address) 115 Main St	Room/suite	5 Report number (For IRS Use Only) 3
6 City, town, or post office, state, and ZIP code Hailey, ID 83333		7 Date of issue
8 Name of issue		9 CUSIP number
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions)		10b Telephone number of officer or other employee shown on 10a

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.		
11 Education		11
12 Health and hospital		12
13 Transportation		13
14 Public safety		14
15 Environment (including sewage bonds)		15
16 Housing		16
17 Utilities		17
18 Other. Describe ►		18
19 If obligations are TANs or RANs, check only box 19a	► ☐	
If obligations are BANs, check only box 19b	► ☐	
20 If obligations are in the form of a lease or installment sale, check box	► ☐	

Part III Description of Obligations. Complete for the entire issue for which this form is being filed.					
	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	09/2033	\$ 339,208.68	\$ 145,000.00	7 years	4.99 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)				
22	Proceeds used for accrued interest		22	
23	Issue price of entire issue (enter amount from line 21, column (b))		23	
24	Proceeds used for bond issuance costs (including underwriters' discount)	24		
25	Proceeds used for credit enhancement	25		
26	Proceeds allocated to reasonably required reserve or replacement fund	26		
27	Proceeds used to currently refund prior issues	27		
28	Proceeds used to advance refund prior issues	28		
29	Total (add lines 24 through 28)		29	
30	Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)		30	

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.			
31	Enter the remaining weighted average maturity of the bonds to be currently refunded	►	years
32	Enter the remaining weighted average maturity of the bonds to be advance refunded	►	years
33	Enter the last date on which the refunded bonds will be called (MM/DD/YYYY)	►	
34	Enter the date(s) the refunded bonds were issued ► (MM/DD/YYYY)		

For Paperwork Reduction Act Notice, see separate instructions.

Cat. No. 63773S

Form **8038-G** (Rev. 9-2011)

Part VI Miscellaneous

- | | | |
|------------|--|--|
| 35 | | |
| 36a | | |
| 37 | | |
- 35** Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)
- 36a** Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions)
- b** Enter the final maturity date of the GIC ▶ _____
- c** Enter the name of the GIC provider ▶ _____
- 37** Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units
- 38a** If this issue is a loan made from the proceeds of another tax-exempt issue, check box ☐ and enter the following information:
- b** Enter the date of the master pool obligation ▶ _____
- c** Enter the EIN of the issuer of the master pool obligation ▶ _____
- d** Enter the name of the issuer of the master pool obligation ▶ _____
- 39** If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ☐
- 40** If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ☐
- 41a** If the issuer has identified a hedge, check here ☐ and enter the following information:
- b** Name of hedge provider ▶ _____
- c** Type of hedge ▶ _____
- d** Term of hedge ▶ _____
- 42** If the issuer has superintegrated the hedge, check box ☐
- 43** If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box ☐
- 44** If the issuer has established written procedures to monitor the requirements of section 148, check box ☐
- 45a** If some portion of the proceeds was used to reimburse expenditures, check here ☐ and enter the amount of reimbursement ▶ _____
- b** Enter the date the official intent was adopted ▶ _____

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

▶ _____ Date _____ ▶ _____
 Signature of issuer's authorized representative Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check ☐ if self-employed	PTIN
Firm's name ▶ _____			Firm's EIN ▶ _____	
Firm's address ▶ _____			Phone no. _____	

WESTERN STATES EQUIPMENT COMPANY
500 E OVERLAND RD
MERIDIAN, ID 83642-6606

Reference:

CITY OF HAILEY

We are requesting a copy of the minutes of the appropriation meeting during which the funds for this deal were allocated.

A copy of this information is necessary to complete the documentation package and to fund the deal. Your ability to return a complete package will ensure timely payment to you.

Thank you for your assistance.

CATERPILLAR FINANCIAL SERVICES CORPORATION
DOCUMENTATION DEPARTMENT

Caterpillar Financial Services Corporation

INVOICE

Page	Date	Invoice No.
I	09/09/2026	001-70236893

CITY OF HAILEY
115 MAIN STREET SOUTH
HAILEY, ID 83333-8408

Description	Serial	VIN	Due Date	Pmt. No.	Amount
(1) 2026 CATERPILLAR 938-14 WHEEL LOADER	EZY03765		Upon Receipt.	1	\$38,913.75
WITHOUT THE APPROPRIATE TAX EXEMPTION CERTIFICATE, APPLICABLE SALES AND/OR USE TAX WILL BE CHARGED.					

PLEASE PAY THIS AMOUNT \$ \$38,913.75

Invoice No.	Total Enclosed
001-70236893 - 1	\$

CITY OF HAILEY
115 MAIN STREET SOUTH
HAILEY, ID 83333-8408

Remit To: Caterpillar Financial Services Corporation
5th Floor Document Services
Doc Specialist: WESTERN STATES EQUIPMENT COMPANY
2120 West End Ave.
Nashville, TN 37203

RETURN INVOICE AND CHECK FOR SPECIFIED PAYMENT(S) WITH SIGNED DOCUMENTS.

Your check will be cashed by Caterpillar Financial Services Corporation (CFSC) upon receipt, but that act will not constitute acceptance by CFSC of the Loan, Lease or Schedule. If CFSC accepts and executes the Loan, Lease or Schedule, the proceeds of this check will be applied to the specified payments. If CFSC does not accept the Loan, Lease or Schedule, CFSC will return an amount equal to this check.



CITY OF HAILEY

115 SOUTH MAIN STREET
SUITE H
HAILEY, ID 83333
Phone: 208-788-4221

PURCHASE ORDER

BILL TO:

ATTN: ACCOUNTS PAYABLE
115 Main Street South, Suite H
Hailey ID 83333

SHIP TO: (If different)

CITY OF HAILEY

115 MAIN STREET SOUTH, SUITE H
HAILEY ID 83333

VENDOR:

50333

CATERPILLAR FINANCIAL SERVICES CORP

WESTERN STATES EQUIPMENT CO
2120 WEST END AVE.
NASHVILLE TN 37203

P.O. # 282535

PO DATE 9/22/2026

PRINT DATE 9/23/2026

QTY	DESCRIPTION	UNIT PRICE	AMOUNT	GL ACCOUNT NO	JOB NO
1.00	2026 CAT 938-14 WHEEL LOADER	38,913.75	38,913.75	100-40-41775	

SUBTOTAL	38,913.75
FREIGHT	
NET AMOUNT	38,913.75

NOTES

DEPARTMENT HEAD SIGNATURE

DATE

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 09/27/2026

DEPARTMENT: Admin

DEPT. HEAD SIGNATURE: LH

SUBJECT:

Motion to approve Resolution 2026-_____, authorizing a contract for services with the Senior Connection for FY 2026, for an annual amount of \$5,464.

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

The Senior Connection provides transportation services for seniors in Hailey. Transportation services such as this are funded with Hailey Local Option tax Funds. Hailey is a Resort City under Idaho Code 50-1044 and as such is eligible to collect Local Option tax for services listed in Hailey Municipal Code Section 5.32, which include transportation enhancements.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

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

This amount was budgeted in the FY 2026 municipal budget.

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to approve Resolution 2026-_____, authorizing a contract for services with The Senior Connection for transportation services FY 2027, for an annual amount of \$5,464.

ACTION OF THE CITY COUNCIL:

Date _____
City Clerk _____

FOLLOW-UP:

*Ord./Res./Agrmt./Order Originals: Record

*Additional/Exceptional Originals to: _____

CITY OF HAILEY
RESOLUTION NO. 2026-__

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY
AUTHORIZING THE EXECUTION OF A CONTRACT FOR SERVICES WITH THE
SENIOR CONNECTION FOR TRANSPORTATION SERVICES**

WHEREAS, the City of Hailey desires to enter into an agreement with the Senior Connection under which the Senior Connection will perform transportation services and economic development activity utilizing Local Option Tax funds.

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

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

Passed this 28th day of September, 2026.

City of Hailey

Martha Burke, Mayor

ATTEST:

Mary Cone, City Clerk

CONTRACT FOR SERVICES
(City of Hailey and The Senior Connection)

THIS CONTRACT FOR SERVICES (“Agreement”) is made and entered into this 28th day of September 2026, by and between the CITY OF HAILEY, an Idaho municipal corporation (hereinafter referred to as “Hailey”) and The Senior Connection, an Idaho non-profit corporation (hereinafter referred to as “Connection”).

RECITALS

- A. Hailey is a resort city, as defined by Idaho Code § 50-1044, deriving a major portion of its economic well-being from businesses catering to recreational needs and the needs of people traveling to Hailey for an extended period of time;
- B. Hailey has the authority to enter into contracts and to take such steps as are reasonably necessary to maintain the health, safety and welfare of the City which includes the promotion of its trade, commerce, and industry;
- C. The voters of Hailey approved Hailey Ordinance Nos. 950, 1035 and 1257, which impose a local option tax (“LOT”) pursuant to Idaho Code § 50-1044 through June 30, 2050;
- D. Taxes collected pursuant to such ordinances shall be used, among other things, for City promotion, economic development, downtown beautification, maintenance, and transportation;
- E. The Connection, by virtue of the services it provides, creates a strong economic climate for senior residents to move to the area, utilize the business services of the town, and remain in their homes; all of which are consistent with the purposes and findings of Ordinances Nos. 950, 1035 and 1257;
- F. It is in the best interest of the public health, safety, welfare, and prosperity of the City to provide safe transportation to seniors and disabled residents of the Hailey area;
- G. The Connection has a focused mission to provide “through the door” transportation services to seniors, which are not provided by any other local organization;
- H. Hailey desires to contract with the Connection for transportation services by extending funds to the Connection which can be used by the Connection for transportation grant and gift matches;
- I. The parties acknowledge and agree that all funds paid to the Center under this Agreement shall be used to provide services for Hailey for the legitimate public purposes of providing transportation to seniors; and
- J. Subject to the terms and conditions of this Agreement, the parties wish to enter into this agreement to provide the services described herein.

AGREEMENT

NOW THEREFORE, Hailey and the Connection, for and in consideration of the recitals, mutual promises and covenants hereinafter set forth, do hereby agree as follows:

1. Consideration. In consideration for providing the services described herein, Hailey agrees to pay Connection the maximum sum of five thousand four hundred and sixty-four dollars (\$5,464), which shall be paid in the first quarter of the FY 2027 fiscal year, upon receipt of an invoice for the contract amount.
2. Term. Unless terminated pursuant to Section 7(B) of this Agreement and notwithstanding the date of execution hereof, this Agreement shall be in effect from October 1, 2026, until September 30, 2027.
3. Scope of Services. The Center shall provide transportation services, utilizing the City of Hailey's contribution to the best of its ability as transportation grant match or gift match for transportation services.
4. Financial Accounting and Reporting Requirements. The Center shall submit to Hailey a report of its activities and methods by which Hailey's contribution was spent either directly or as grant/gift matches. The report shall be made orally or in writing and submitted to Hailey between June and September 2027.
5. General Requests. Upon request, and within a reasonable time period, the Center shall submit any other information or reports relating to its activities under this Agreement to Hailey in such form and at such time as Hailey may reasonably require.
6. Retention of Records. The Center agrees to retain all financial records, supporting documents, statistical reports, client or membership records and contracts, property records, minutes, correspondence, and all other accounting records or written materials pertaining to this Agreement for three (3) years following the expiration or termination of this Agreement.
7. Default and Remedies. If either the Center or Hailey, after written notice, shall default in the performance or observance of any term, covenant, or condition of this Agreement and if the defaulting party shall not cure or remedy such default with reasonable dispatch within a period not exceeding fifteen (15) days, then the non-defaulting party may pursue any rights it may have by law, statute, ordinance or otherwise, including but not limited to termination of the Agreement. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall not preclude nor waive its rights to use any or all other remedies.
8. Miscellaneous Provisions.
 - A. Notices. All notices to be served pursuant to this Agreement or which are served with regard to this Agreement shall be sent by certified mail, return receipt, to the parties at the following addresses:

City of Hailey

The Senior Connection

115 Main Street So.
Hailey, Idaho 83333

721 Third Avenue South / P.O. Box 28
Hailey, Idaho 83333

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

B. Termination. The parties hereto covenant and agree that in the event Hailey, in its sole and absolute discretion, lacks sufficient funds to continue paying for Connection's services under this Agreement, Hailey may terminate this Agreement without penalty upon thirty (30) days written notice. Upon receipt of such notice neither party shall have any further obligation to the other. In the event of early termination of this Agreement, the Connection shall submit a report of expenditures to Hailey.

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

D. Non-Assignment. This Agreement may not be assigned by or transferred by the Center, in whole or in part, without the prior written consent of Hailey.

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

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

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

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

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

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

K. Preparation of Contract. No presumption shall exist in favor of or against any party to this Agreement as a result of the drafting and preparation of the document.

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

M. Attorney's Fees. In the event either party hereto is required to retain counsel to enforce a provision of this Agreement, to recover damages resulting from a breach hereof or if either party defaults in the performance of this Agreement, the prevailing party shall be entitled to recover from the other party all reasonable attorney's fees incurred herein or on appeal.

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

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

CITY OF HAILEY

THE SENIOR CONNECTION

Martha Burke, Mayor

Jovita Piña
Executive Director

ATTEST:

Mary Cone, City Clerk

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 9/28/26 **DEPARTMENT:** Police/Admin **DEPT. HEAD SIGNATURE:** LH

SUBJECT:

Motion to approve Resolution 2026-_____, authorizing a contract for services with Frederick Allington, Esq. to provide serves for prosecution of misdemeanors Hailey for FY 2027, for an annual amount of \$54,804.

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

The Hailey misdemeanor prosecution contract with Rick Allington will expire at the end of September 2026. The City would like to extend the misdemeanor prosecution contract with the same terms as the expiring contract. In 2021 the City added training obligations to the contract, which will require the prosecutor to educate HPD on best practices under current or changing laws. The contract amount of \$54,804 represents a 3% increase similar to all of the FY 27 contracts for services over the FY 2026 amount.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS: C

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to approve Resolution 2026-_____, authorizing a contract for services with Frederick Allington, Esq. to provide serves for prosecution of misdemeanors Hailey for FY 2027, for an annual amount of \$54,804.

ACTION OF THE CITY COUNCIL:

Date _____
City Clerk _____

FOLLOW-UP:

*Ord./Res./Agrmt./Order Originals: Record

*Additional/Exceptional Originals to: _____

**CITY OF HAILEY
RESOLUTION NO. 2026-**

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY AUTHORIZING
THE EXECUTION OF THE AGREEMENT FOR PROSECUTION OF CITY
MISDEMEANORS WITH FREDRICK ALLINGTON FOR \$54,804.**

WHEREAS, the City of Hailey desires to enter into a contract for services with Fredrick Allington, Esq. to perform services as the misdemeanor City Prosecutor for the City of Hailey; and

WHEREAS, the City of Hailey and Fredrick Allington have agreed to the terms and conditions of the Agreement for Prosecution of City Misdemeanors, 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 attached Agreement for Prosecution of City Misdemeanors, a copy of which is attached hereto, and that the Hailey Mayor is authorized to execute the attached Agreement for Prosecution of City Misdemeanors.

Passed this 28th day of September, 2026.

City of Hailey

Martha Burke, Mayor

ATTEST:

Mary Cone, City Clerk

AGREEMENT FOR PROSECUTION OF CITY MISDEMEANORS

AGREEMENT made this ____ day of September, 2026, between FREDERICK C. ALLINGTON, ESQ., hereinafter referred to as "Attorney", and THE CITY OF HAILEY, IDAHO, (collectively hereinafter referred to as "City");

WITNESSETH

WHEREAS, Idaho Code §50-208 requires that the city attorney, his/her deputies or contract counsel of any municipality shall prosecute those violations of county or city ordinances, state traffic infractions and state misdemeanors committed within the municipal limits; and

WHEREAS, Idaho Code §§50-208 and 50-301 allows any city to contract for alternative additional counsel when deemed advisable; and

WHEREAS, the City desires to contract with Attorney to prosecute those violations of county or city ordinances, state traffic infractions and state misdemeanors committed within the municipal limits of the City when arresting or charging officer is an employee of the City; and

WHEREAS, Attorney desires to contract with the City to accept the duty and receive the authority to prosecute those violations of county or city ordinances, state traffic infractions and state misdemeanors committed within the municipal limits of the City when the arresting or charging officer is an employee of the City; and

WHEREAS, the City deems the expenses corresponding to the services provided by Attorney as ordinary and necessary pursuant to Art. VIII, §3 of the Constitution of the State of Idaho; and

NOW, THEREFORE, in consideration of the foregoing and the City's payment to the Attorney of compensation hereinafter provided, the parties hereby agree as follows:

1. PERFORMANCE OF SERVICES.

- A. Attorney will prosecute all misdemeanor crimes, traffic offenses, and ordinance violations occurring within the city limits for which an arrest is made or a citation issued by an officer of City and appeals thereof from Magistrate to District Court.
- B. In addition, Attorney agrees to provide the City with the following specific services:
 - (1) Render legal advice, when requested, to the City's police departments and police officers on a 24 hour per day seven (7) days per week basis (insofar as is possible) regarding all police matters relating to criminal law and criminal procedure; and

- (2) Office consultation with City's police officers concerning the filing of charges; and
 - (3) Draft all complaints, arrest and search warrants, and summonses relating to criminal charges; and
 - (4) Prepare for and conduct all probable cause hearings in cases related to criminal charges; and
 - (5) Draft affidavits in support of search warrants and arrest warrants; and arrange, prepare for and conduct all hearings necessary to obtain said warrants; and
 - (6) Prepare for and conduct all hearings or motions scheduled for a hearing in any case within the scope of this Agreement, and any appeal thereof from magistrate to district court. Such hearings include but are not limited to, arraignments, bond hearings, motions to suppress and sentencing hearings; and
 - (7) Prepare and conduct all trials in any case within the scope of this Agreement, whether such trial shall be by bench or by jury, and any appeal thereof; and
 - (8) Meet with City staff on a monthly basis or as needed to discuss the progress of City Ordinance prosecutions; and
 - (9) Provide yearly statistical reports to the City as to the number of cases disposed of by Attorney; and
 - (10) Keep informed of new developments in criminal law and criminal procedure.
 - (11) Coordinate with the Blaine County Prosecuting Attorney's office to conduct and participate in semi-annual training sessions of the City's law enforcement staff team.
- C. The inclusion of any services by specific reference in this Agreement is not intended as an exclusion of other services necessary and proper to the fulfillment of this Agreement.
- D. The Attorney agrees that all services provided pursuant to Section 1 of this Agreement shall be in accordance with the Idaho State Bar Association's Rules of Professional Responsibility.

2. **TIME OF PERFORMANCE AND TERMINATION.** This Agreement shall be in full force and effect from the 1st day of October, 2026 through the 30th day of September, 2027.
3. **COMPENSATION**
 - A. Compensation per year of FIFTY FOUR THOUSAND EIGHT HUNDERED AND FOUR DOLLARS (\$54,804) will be paid to Attorney as consideration for providing the services necessary to the fulfillment of this Agreement from October 1, 2026 through September 30, 2027.
 - B. Attorney agrees that the compensation fixed in paragraph 3A above shall constitute the total amount of compensation to be awarded under the terms of this Agreement with payment due on the first day of each and every month commencing on October 1, 2026.
 - C. Compensation to all other persons, entities and organizations for services and materials necessary to the fulfillment of the terms of this Agreement, including professional liability insurance, shall be the sole responsibility and obligation of Attorney; Attorney shall have the discretion to hire or retain such clerical, administrative, paralegal or legal help as may be necessary to the fulfillment of the terms of this Agreement.
4. **INDEPENDENT CONTRACTOR STATUS.** Attorney is retained only for the purposes and to the extent set forth in this Agreement. The parties to this Agreement intend that the relationship of the City to the Attorney shall be that of an independent contractor. As such, the Attorney shall not be entitled to any benefits which the City may provide to their respective employees, including, but not limited to, unemployment compensation, medical insurance or similar benefits. Nothing herein shall be construed to constitute an intent to form a partnership, employment, joint venture or other relationship except as acknowledged herein by the parties. The parties shall, at all times, take all necessary actions to maintain such relationship, including, but not limited to, the filing of necessary tax documents consistent herewith.
5. **COSTS OF PROSECUTION.** City are responsible to pay directly any and all costs of prosecution of their respective cases which include, but are not limited to, witness fees, travel costs and transcript costs. For costs of prosecution in excess of TWO HUNDRED and no/100 Dollars (\$200.00), the Attorney will review the merits of the case and reasons for the costs with the Chief of Police for the City who, in turn, has full discretion to authorize payment of the projected costs of prosecution.

6. **CONFLICT OF INTEREST.**

- A. To the extent that a conflict of interest arises due to a criminal defendant's employment position, the city where the alleged offense occurred, with the assistance of Attorney, shall arrange and pay for the prosecution. Such criminal defendants shall include, but are not limited to, elected and appointed city officials, law enforcement personnel, Blaine County Prosecuting and Deputy Prosecuting Attorneys. Attorney shall make a good faith effort to arrange for a conflict prosecutor at no charge.
- B. To the extent that a conflict of interest arises due to a criminal defendant's position as a practicing attorney whom Attorney has significant contact with as opposing counsel, the Attorney shall make a good faith effort to arrange for a conflict attorney to prosecute the case without charge. If Attorney cannot arrange for such a conflict attorney, then the city where the alleged offense was committed shall arrange and pay for the cost of prosecution.
- C. To the extent that a conflict of interest arises that is not addressed in Subsections 6A or 6B, Attorney shall arrange and pay for the cost of prosecution.

7. **DISCRETION.** Attorney shall have ultimate discretion in all charging decisions, plea agreements and dispositions of cases prosecuted on behalf of City, but will fully consider the requests and input of the chiefs of police of City with regard to particular cases or class of cases.

8. **COMPLIANCE WITH LAWS.** The Attorney agrees to comply with all federal, state, City and local laws, rules and regulations.

9. **TERMINATION OF AGREEMENT.**

- A. The parties agree that City may terminate this Agreement upon sixty (60) days prior written notice upon:
 - (1) A finding by a majority of the City, after considering the Attorney's response, that the Attorney has not consistently performed his duties under the terms of this Agreement or has violated the provisions of this Agreement. The City' notice shall set forth the facts upon which a violation is based. Attorney shall be entitled to respond to the City within thirty (30) days of receiving said notice.
 - (2) The event that for any upcoming fiscal year during the term of this Agreement, the City does not appropriate funds for the prosecution of criminal violations under the terms of this Agreement.

- B. The City may terminate this Agreement immediately upon Attorney's:
- (1) Conviction by a court of competent jurisdiction of a crime involving moral turpitude, which shall include but not be limited to, driving under the influence of alcohol, theft and physical or sexual abuse; or
 - (2) Disbarment or suspension of Attorney's license to practice law in the State of Idaho.
- C. In the event that the City shall terminate this Agreement pursuant to Subsections 9A and 9B above, then Attorney shall not be entitled to any further compensation from the City.
10. **AMENDMENTS/ASSIGNMENT.** This Agreement may only be changed, modified, amended or assigned upon the written consent of all the parties.
11. **HEADINGS.** The headings in this Agreement are inserted for convenience and identification only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provisions hereof.
12. **SEVERABILITY.** Every provision of this Agreement is intended to be severable. If any term or provision hereof is deemed invalid or unenforceable by a court of competent jurisdiction, such decision or decisions shall not affect the validity of the remaining portions hereof, which shall continue in full force and effect and applicable to all circumstances to which it may validly apply.
13. **ATTORNEYS' FEES AND COSTS.** Should any action be brought to interpret or enforce any provision hereof, or for damages for breach hereof, the prevailing party shall be entitled to such reasonable attorneys' fees and costs, as may be determined by any court of competent jurisdiction wherein such action is brought, including attorneys' fees and costs on appeal.
14. **BINDING AGREEMENT.** This Agreement and the terms and provisions hereof shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereof.
15. **ENTIRE AGREEMENT.** This Agreement shall constitute the entire agreement of the parties and is the sum total of the agreements and understandings of the parties hereto, and supersedes and replaces any other written or oral agreements or understandings.
16. **INTERPRETATION.** This Agreement shall be liberally construed in accordance with the general purposes of this Agreement and the laws of the State of Idaho.

17. **NO PRESUMPTION.** No presumption shall exist in favor of or against any party to this Agreement as the result of the drafting and preparation of this document.
18. **EXECUTION.** This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all together shall constitute one and the same instrument.
19. **ACCEPTANCE.** The parties fully understand all of the provisions of this Agreement, and believe them to be fair, just, adequate and reasonable, and accordingly accept the provisions of this Agreement freely and voluntarily.
20. **AUTHORITY.** Each City hereby represents and acknowledges that the execution of this Agreement has been duly authorized and approved by each City herein.
21. **INDEMNIFICATION.** From and after the commencement of this Agreement, Attorney hereby agrees to hold the City harmless and indemnify the City from any claims arising or resulting from the Attorney's handling of the prosecution of any matter pursuant to this Agreement. This provision is intended to cover all aspects of the Attorney's involvement in a prosecution, including all decisions or conduct prior to charging a defendant as well as thereafter. The term "claims" as used herein shall mean and include any and all liabilities, damages injuries, losses, causes of action, judgments, rights or demands of every kind, asserted or which may be asserted.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

ATTORNEY:

CITY OF HAILEY, IDAHO

Frederick Allington
Frederick C. Allington

Martha Burke, Mayor

ATTEST:

Mary Cone, Hailey City Clerk

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 9/28/26 **DEPARTMENT:** Admin **DEPT. HEAD SIGNATURE:** LH

SUBJECT:

Motion to approve Resolution 2026-_____, authorizing a contract for services with Mountain Rides Transportation Authority for FY 2027 in an annual amount of \$106,000.

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

Mountain Rides Transportation Authority provides bus and vanpool transportation services in Hailey and Blaine County. A Joint Powers Agreement has been in place for over a decade related to this service, most recently amended in 2019. Services provided by Mountain Rides are funded with Hailey Local Option tax Funds. Hailey is a Resort City under Idaho Code 50-1044 and as such is eligible to collect Local Option tax for services listed in Hailey Municipal Code Section 5.32.

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: _____

This amount was budgeted in the FY 2022-23 municipal budget.

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to approve Resolution 2026-_____, authorizing a contract for services with Mountain Rides Transit Authority for FY 2026 in an annual amount of \$106,00.

ACTION OF THE CITY COUNCIL:

Date _____
City Clerk _____

FOLLOW-UP:

*Ord./Res./Agrmt./Order Originals: Record

*Additional/Exceptional Originals to: _____

CITY OF HAILEY
RESOLUTION NO. 2026-__

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY
AUTHORIZING THE EXECUTION OF A CONTRACT FOR SERVICES WITH
MOUNTAIN RIDES TRANSPORTATION AUTHORITY**

WHEREAS, the City of Hailey desires to enter into an agreement with Mountain Rides Transportation Authority (MRTA) under which MRTA will perform bus and van pool transportation services with the City of Hailey utilizing Local Option Tax funds.

WHEREAS, although this service is generally referred to in the Joint Powers Agreement that formed and continues the Mountain Rides Transportation Service quasi-governmental entity, the specific goals to fiscal year 2027 are identified in the attached agreement.

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

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

Passed this 28th day of September, 2026 with an effective date of October 1, 2026.

City of Hailey

Martha Burke, Mayor

ATTEST:

Mary Cone, City Clerk

CONTRACT FOR SERVICES

THIS CONTRACT FOR SERVICES (hereinafter the “Contract”) is made and entered this 15th day of September 2026, by and between the **City of Hailey, Idaho**, a municipal corporation (“City”) and **Mountain Rides Transportation Authority** (“Mountain Rides”), an Idaho Transportation Authority, formed and existing pursuant to a Joint Powers Agreement duly executed, extended, and recorded as Instrument #629888 in Blaine County, Idaho (recorded 9/29/15). This Contract is hereby entered in contemplation of the following findings:

FINDINGS

1. The City of Hailey is a municipal corporation duly organized and existing under the law of the State of Idaho §50-101 et seq.
2. Mountain Rides is an Idaho Transportation Authority formed and existing pursuant to a Joint Powers Agreement duly executed and recorded as Instrument #629888 in Blaine County, Idaho.
3. The City is a resort city as defined by Idaho Code §50-1044, as it derives the major portion of its economic well-being from businesses catering to recreational needs and meeting needs of people traveling to the City for an extended period of time. The City, as a resort city, is eligible to collect a local option non-property tax.
4. Pursuant to Idaho Code §50-301 and §50-302, the City is empowered to enter into contracts and take such steps as are reasonably necessary to maintain the peace, good government and welfare of the City and its trade, commerce, and industry. Accordingly, the City has the power as conferred by the State of Idaho to provide directly for certain promotional activities to enhance the trade, commerce, industry, and economic wellbeing of the City.
5. City Ordinance No. 1035 provides for the imposition of a non-property tax on the sales price of certain property sold or otherwise transferred in the City. Pursuant to the language of the Ordinance, which was approved by the voters of the City, the municipal sales tax revenue derived shall be used for, among other things, public transit and related improvements.
6. Mountain Rides provides an efficient and responsive public transit system which is easily identifiable, is coordinated in a manner to encourage ease of ridership, is charged with planning, and implementing multi-modal transportation technologies, when feasible, and will seek reducing congestion and pollution associated with individual vehicular trips within the City and throughout Blaine County.
7. Mountain Rides’ mission is to establish, implement, maintain, fund, and operate a comprehensive public transportation system by motor buses, vans or other appropriate means, including but not limited to multi-modal transportation systems, on a scheduled or unscheduled and charter basis throughout Blaine County for the benefit of the inhabitants and visitors in Blaine County.
8. The organizational goals of Mountain Rides are consistent with the purposes and findings included in the City’s Ordinance No. 950.
9. Mountain Rides has faithfully and diligently carried out its mission to provide services that promote and enhance the trade, commerce, and industry of the City. It is in the best interests of the public health, welfare, and prosperity of the City to provide regional transportation services.
10. It is the intention of the City to contract with Mountain Rides to provide such services for consideration as hereinafter provided.
11. Mountain Rides desires to enter into a contract with the City to provide transportation services all as hereinafter provided.

NOW, THEREFORE, based on the foregoing Findings, the Parties agree as follows:

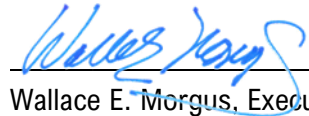
1. Services to be Provided by Mountain Rides. Mountain Rides hereby agrees to provide transportation services for the City and to provide public transportation services to residents and visitors to the City and the Mountain Rides service area, within the confines of the Mountain Rides budget. Mountain Rides' FY2027 Service Plan is summarized in Exhibit A. Mountain Rides agrees that it shall provide, at its sole expense, all costs of labor, materials, supplies, business overhead and financial expenses, insurance, fidelity bonds, and all necessary equipment and facilities required to provide the transportation services as set forth in this Contract.
2. Term. The Term of this Contract shall commence October 1, 2026, and terminate September 30, 2027.
3. Consideration.
 - a. In consideration for providing the services herein described, the City agrees to pay to Mountain Rides the total sum of ONE HUNDRED SIX THOUSAND DOLLARS (\$106,000), payable in four equal quarterly installments due on November 13, 2026; February 12, 2027; May 14, 2027; and August 13, 2027. Mountain Rides will submit to the City an invoice 30 days in advance of each due date, setting forth the amount of the installment due. The City shall pay Mountain Rides the amount set forth in each such invoice no later than thirty (30) days after the date of each invoice.
 - b. The City's contribution to Mountain Rides is part of Mountain Rides FY2027 Budget adopted by the Mountain Rides Board on August 19, 2026. Mountain Rides' FY2027 Budget is summarized in Exhibit B.
 - c. In consideration and as part of this Contract, and upon request, Mountain Rides will provide to Hailey City Council, on or after April 15, 2027, via presentation at a City Council meeting, a mid-year Report including activities, ridership, financial conditions, and other information describing the then-current condition of the transportation system. In addition, Mountain Rides will provide a budget request and, upon request, a report, coincident with the City's FY2028 budget deliberations.
 - d. Notwithstanding the requirements per paragraph 3.a. above, the Parties recognize and agree that the City's source of funds for paying for the services contracted herein is local option sales tax ("LOT") revenue. If for any reason the City fails to collect such LOT revenue during the Term of this Contract, the City may, at its option and upon thirty (30) days prior written notice to Mountain Rides, terminate this Contract or adjust the payments to Mountain Rides by reducing its contribution by the same ratio that LOT revenue is below the City's budget for same. If the Contract is terminated by the City per this paragraph, the City shall have no further responsibility to make payment(s) to Mountain Rides under this Contract after the thirty (30) day notice period. In the event that budgeted revenue from any of Mountain Rides' funding partners (local government, federal government, fares, or private business funding) identified in Mountain Rides' FY2027 Operating Budget is not collected as expected, Mountain Rides may adjust its adopted FY2027 Service Plan in order to balance revenue with expenses. In this event, Mountain Rides will give notice to the City as to the adjustments that impact transit service within the City. Mountain Rides and the City will work to come to a mutually acceptable adjusted service plan. If a mutually acceptable adjusted service plan cannot be reached, the City may terminate this Contract upon thirty (30) days' written notice to Mountain Rides.
4. Termination. The City, at its sole discretion, may terminate, with or without cause, this Contract upon one-hundred-eighty (180) days prior written notice to Mountain Rides. In the event of such termination, the City shall make all payments due to Mountain Rides through the end of the 180-day notice period and thereafter shall have no further responsibility to make any payment to Mountain Rides under this Contract. Mountain Rides, in its sole discretion, shall adjust services as may be necessitated as a result of any termination of this Contract.
5. Equal Employment Opportunity. Mountain Rides covenants that it shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin.

6. Default. In the event either Party fails to perform its responsibilities, as set forth in this Contract during the contract term, this Contract may, at the option of the non-defaulting Party, be terminated. Upon termination under this paragraph, Mountain Rides, in the event it intentionally breaches its responsibilities, shall not be entitled to receive any unpaid installments of the consideration called for in paragraph 3 of the Contract.
7. Independent Contractor Status. The Parties acknowledge and agree that Mountain Rides shall provide its services for the fee specified herein in the status of independent contractor, and not as an employee of the City. Mountain Rides and its agents, employees, and volunteers shall not accrue leave, retirement, insurance, bonding, or any other benefit afforded to employees of the City. The sole interest and responsibility of the City under this Contract is to assure itself that the services covered by this Contract shall be performed and rendered by Mountain Rides in a competent, efficient, and satisfactory manner.
8. Hold Harmless. Any contractual obligation entered into or assumed by Mountain Rides, or any liability incurred by reason of personal injury and/or property damage in connection with or arising out of Mountain Rides' obligations pursuant to this Contract shall be the sole responsibility of Mountain Rides, and Mountain Rides covenants and agrees to indemnify and hold the City harmless from any and all claims or causes of action arising out of Mountain Rides' activities and obligations as set forth hereinabove, including, but not limited to, personal injury, property damage, and employee complaints.
9. Non-Assignment. This Contract may not be assigned by or transferred by either Party, in whole or in part, without the prior written consent of the other Party.
10. Miscellaneous Provisions.
 - a. Paragraph Headings. The headings in this Contract are inserted for convenience and identification only and are in no way intended to describe, interpret, define, or limit the scope, extent, or intent of this Contract or any of the provisions of the Contract.
 - b. Provision Severable. Every provision of this Contract is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Contract.
 - c. Rights and Remedies are Cumulative. The rights and remedies provided by this Contract are cumulative and the use of any one right or remedy by any Party shall not preclude nor waive its rights to use any or all other remedies. Any rights provided to the Parties under this Contract are given in addition to any other rights the Parties may have by law, statute, ordinance or otherwise.
 - d. Successor and Assigns. This Contract and the terms and provision hereof shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of the Parties hereto.
 - e. Entire Contract. This Contract contains the entire agreement between the Parties respecting the matters herein set forth and supersedes all prior agreements between the Parties hereto respecting such matters.
 - f. Governing Law. This Contract shall be construed in accordance with the laws of the State of Idaho.
 - g. Preparation of Contract. No presumption shall exist in favor of or against any Party to this Contract as a result of the drafting and preparation of the document.
 - h. No Waiver. No waiver of any breach by either Party of the terms of this Contract shall be deemed a waiver of any subsequent breach of the Contract.
 - i. Amendment. No amendment of this Contract shall be effective unless the amendment is in writing, signed by each of the Parties.

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

MOUNTAIN RIDES TRANSPORTATION AUTHORITY

CITY OF HAILEY



Wallace E. Morgus, Executive Director

Martha Burke, Mayor

ATTEST:

Mary Cone, City Clerk

EXHIBIT A

Mountain Rides FY2027 Service Plan Summary



Exhibit A
FY2027 Service Plan

Service	Service Hours	Notes
Blue	10,220.0 hours	Sun - Sat: 7:00am - 11:30pm
Valley	16,161.0 hours	Sun - Sat: 6:00am - 11:30pm
Hailey	1,827.0 hours	Mon - Fri: 8:00am - 12:00pm; 1:00pm - 4:00pm
CHT	1,496.0 hours	On-demand, Mon - Fri: 8:00am - 4:00pm
Red	1,689.5 hours	Nov 26, 2026 - Apr 18, 2027: 8:30am - 5:00pm; Jul - Aug 2027 Music Festival (15 days): 5:30pm - 8:00pm
Bronze	1,200.0 hours	Dec 12, 2026 - Apr 18, 2027: 8:30am - 4:30pm; Mar 13, 2027 - Mar 26, 2027: 8:30am - 4:30pm +Bus re: WCF
Silver	2,151.0 hours	Nov 26, 2026 - Apr 18, 2027: 8:00am - 6:30pm; June 28, 2027 - Sep 6, 2027: 10:00am - 7:00pm
Gold	856.0 hours	Dec 12, 2026 - Mar 28, 2027: 8:30am - 4:30pm
Resort	4,207.0 hours	Bronze, Silver, Gold: Nov 26, 2026 - Apr 18, 2027; Silver: June 28, 2027 - Sep 6, 2027
SUN Shuttle	5,840.0 hours	Sun - Sat: 5:00am - 11:00am; 12:00pm - 6:00pm; 7:30pm - 11:30pm
Total	41,440.5 hours	

EXHIBIT B
Mountain Rides FY2027 Operating Budget

Income	
41000 · Federal Funding	\$ 2,403,440
43000 · Local Funding	2,102,000
44000 · Fares Revenue (Vanpool)	260,000
45100 · Advertising Revenue	90,000
47000 · Donations	5,000
48000 · Transfer from Housing Fund	20,800
49000 · Interest Income	17,000
50000 · Excess Operating Funds	165,000
Total Income	\$ 5,063,240
Expenses	
51000 · Payroll Expenses	\$ 3,880,600
52100 · Insurance: Liability/Vehicles	350,000
53000 · Professional Fees	38,000
54000 · Equipment/Tools	9,000
55000 · Rent & Utilities	40,000
56000 · Supplies	32,100
57000 · Repairs & Maintenance	32,000
58000 · Communications Exp.	44,500
59000 · Travel, Training & Meetings	13,440
60000 · Business Expenses	16,800
61000 · Advertising	18,000
62000 · Marketing & Promotion	13,000
63000 · Printing & Reproduction	7,500
64000 · Fuel Expense	375,000
65000 · Vehicle Maintenance	148,500
69500 · Contribution to Fund Balance	44,800
Total Expenses	\$ 5,063,240
Net Surplus (Deficit)	\$ -

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 09/28/2026 **DEPARTMENT:** Admin **DEPT. HEAD SIGNATURE:** M. Cone

SUBJECT:

Motion to adopt Resolution 2026-____, authorizing a contract for services with Ketchum Computers for IT routine maintenance and service when needed.

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

The City of Hailey entered into a contract with Ketchum Computers for IT services in early 2019. The company does an exemplary job. The attached contract is the same as our previous contract, with an hourly increase on the various services provided. It includes a discounted rate for routine maintenance, which if done regularly reduces the need for on-call services. The attached agreement describes the terms of the maintenance and its cost.

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to adopt Resolution 2026-____, authorizing a contract for services with Ketchum Computers for IT routine maintenance and service when needed.

ACTION OF THE CITY COUNCIL:

Date _____

City Clerk _____

FOLLOW-UP:

CITY OF HAILEY
RESOLUTION NO. 2026-_____

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY
AUTHORIZING AN AGREEMENT WITH KETCHUM COMPUTERS TO PROVIDE
INFORMATION TECHNOLOGY SERVICE TO THE CITY OF HAILEY**

WHEREAS, the City of Hailey requires information technology services for routine maintenance of its electronic and information systems;

WHEREAS, the City of Hailey wishes to enter into an agreement with Ketchum Computers to provide these routine services at a reduced rate from their on-call services; and

Whereas, the City of Hailey and Ketchum Computers 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 and Ketchum Computers and that the mayor is authorized to execute the attached documents,

Passed this 28th day of September, 2026.

City of Hailey

Martha Burke, Mayor

ATTEST:

Mary Cone, City Clerk

KETCHUM COMPUTERS CONSULTING AGREEMENT

This Consulting Agreement, dated as of _____ ("Agreement") by and between Ketchum Computers, Inc., an Idaho corporation, P.O. Box 5186, Ketchum, ID 83340 ("Consultant") and City of Hailey, 115 Main Street South, Hailey, ID 83333 ("Client"). The Consultant and Client are collectively referred to herein as the "Parties" and individually as "Party."

RECITALS

WHEREAS Client desires to retain Consultant to render certain consulting services for Client on the terms and conditions set forth in this Agreement, and Consultant is willing to be retained by Client to provide such services on such terms and conditions.

NOW, THEREFORE, Client and Consultant hereby mutually covenant and agree as follows:

1. Retention of Consultant; Services to be Performed. CLIENT hereby retains CONSULTANT for the term of this Agreement to perform the following consulting services for CLIENT ("Services"): T Services: Network, Server and Workstation consulting and maintenance as directed by Client in accordance with this Agreement.

2. Client Responsibilities. The Client shall solely be responsible for all other services, work and other aspects of Client's computer network, systems, infrastructure, and operations not expressly listed as Services provided by Consultant in the preceding Section 1 above. Those Client responsibilities include, without limitation, the following:

- (A) any changes to Client's computer network, infrastructure and/or services not performed by Consultant;
- (B) cybersecurity maintenance and monitoring;
- (C) maintaining Client's own security protocols, backups, and software updates;
- (D) answering cyber readiness questionnaires;
- (E) answering supply chain security and other questionnaires;
- (F) creating and maintaining password backups, domain names, mail exchange records, and similar items or activities;
- (G) credit card and other payment system installation, operation and security, answering PCI (credit card) compliance questionnaires; and
- (H) monitoring backup reports and alerting Consultant in the event of a failed backup.

Client acknowledges and agrees that Client is responsible for ensuring that all Services performed are accurate and meet Client's requirements. Unless the Parties agree to alternative acceptance criteria in writing, Client will be deemed to have fully accepted all Services upon completion thereof by Consultant.

3. Compensation for Consulting Services.

(A). For Services hereunder, Client shall pay to Consultant a fee of \$225 per hour. The minimum time to be billed for any one day for work performed at Consultant location will be one

half hour. The minimum time to be billed for any one day for work performed at Client's location will be one hour. Overtime, defined as any hours worked outside 8:00 AM to 5:00 PM Monday through Friday, will be billed at time and a half.

(B). The Consultant shall have the right to increase or decrease the hourly fee upon sixty (60) day written notice to the Client. If the Client objects to such change in the hourly fee, the Client may terminate this Agreement by giving written notice to the Consultant within fifteen (15) days of the date the Client receives notice of the fee change from the Consultant.

4. Consultant is an Independent Contractor. In rendering Services hereunder, Consultant shall be acting as an independent contractor and not as an employee or agent of Client. Consultant shall be responsible for the payment of all federal, state or local taxes payable with respect to all amounts paid to Consultant under this Agreement. Nothing contained in this Agreement shall be construed or implied to create an employee-employer relationship or a partnership or joint venture between the Parties. The following individual, and no other person, is the Client's authorized representatives for the purpose of assigning tasks to Consultant. _____. Any such assignment of tasks shall in writing and shall be signed by the Parties prior to the commencement of work by Consultant.

5. Term of Agreement, and Termination.

(A). This Agreement is effective upon its execution by the Parties, and shall continue in effect for the initial term which expires three (3) years from that date (the "Initial Term"), and shall renew automatically unless a Party gives notice of non-renewal of this Agreement in writing to the other Party no more than ninety (90) and no less than thirty (30) days prior to any expiration date.

(B). The Client may terminate this Agreement for the Consultant's material breach thereof.

(C). The Consultant may terminate this Agreement for the Client's nonperformance or breach of any material part thereof.

(D). In the event of a material breach of this Agreement, the non-breaching Party shall provide the breaching Party with written notice specifying the breach in reasonable detail. The breaching Party shall have thirty (30) days from the date of receipt of such notice to cure the breach. If the breach is not cured within this 30-day period, the non-breaching Party may terminate this Agreement immediately upon further written notice.

(E). Consultant shall be entitled to receive from Client all fees and expenses incurred up to the date of termination in accordance with the billing procedures set forth in this Agreement.

6. Expenses. Client shall reimburse Consultant for all reasonable travel and other out-of-pocket expenses incurred by Consultant in rendering Services hereunder with prior approval of client for any charge over \$200. Travel expenses shall include the cost of any travel by personal vehicle to a location more than 40 miles from Consultant's primary work location in Ketchum, Idaho, the costs of any travel requiring public transportation, the costs of meals, and the costs of necessary lodging. The costs of time required for traveling shall be paid for all time Consultant is away from Consultant's primary work location, but excluding any time spent on personal business or at a place of temporary lodging. Client shall pay such reimbursement within 30 (thirty) days after receipt of appropriate receipts or documentation of the expenses.

7. Billing. Consultant shall invoice Client when work is completed or the 1st and 15th of the month for ongoing work, providing a listing of labor terms and expenses. Payment of invoices shall be due

no later than forty-five (45) days from presentation of invoice to Client. The invoice shall be sent to the Client's address set forth in Section 8 below.

8. Notices. All notices and billing invoices pursuant to this Agreement shall be in writing and shall be deemed to have been duly served if delivered in person or sent by email on the date of such delivery or email, or if by certified mail return receipt requested, three (3) days after the date of mailing to the following address:

Client:

City of Hailey
115 Main Street South
Hailey, ID 83333
Email: ap@haileycityhall.org

Consultant

Ketchum Computers, Inc.
P.O. Box 5186
Ketchum ID 83340
Email: billing@ketchumcomputers.com

9. Software Licensing. It is the sole responsibility of Client to obtain and maintain valid licenses for all software and other programs.

10. Confidential Information.

(A). Confidential information of either Party acquires regarding any aspect of the other Party's business shall be treated in strict confidence. Confidential Information includes any information disclosed by either Party (the "Disclosing Party"), to the other Party (the "Receiving Party") either directly or indirectly, in writing, orally, electronically, or by inspection of tangible objects, and includes: (i) all knowledge or information concerning business operations and assets such as internal operating procedures, personnel records and related information, financial condition, business opportunities, contracts, future business plans, lists, business and financial plans, projections and reports; (ii) information about or personal of a Party, its shareholders, directors, officers, employees, contractors, agents, clients and potential clients; and, (-iivi) all records and repositories of all of the foregoing, in whatever form it is copied, stored or maintained (collectively referred to herein as "Confidential Information"). Confidential information also includes that information which is designated as "Confidential," "Proprietary" or some similar designation. Confidential Information shall not be divulged, furnished or made accessible by a Party to any third party without the prior written permission of the other Party .

(B). This Agreement shall impose no obligation on the Parties with respect to maintaining the confidence of Confidential Information of the Disclosing Party that: (a) is or becomes generally known or available to the public other than as a result of a breach of this Agreement by the Recipient; (b) is known by recipient at the time of disclosure; (d) becomes available to Recipient on a non-confidential basis from a third party; or (e) is required by law, judicial order (subject to an appropriate protective order), or the rules of any nationally-recognized stock exchange on which Recipient's stock is traded, to be disclosed.

(C). Both Parties retain the right to do business with third parties in matters that may be competitive with the interests of the other Party to this Agreement. However, the confidentiality constraints above shall be binding and have precedence over these business matters. Upon

termination of this Agreement, the terms of this paragraph shall remain in effect.

11. Ownership of Intellectual Property. Consultant grants and assigns to Client all rights to use any work product and to develop, manufacture, market or otherwise commercialize any product based on, directly related to, or directly making use of the Services. Client shall be responsible for verifying any property rights of other parties prior to use of any work product provided under this Agreement. Client acknowledges that the use of any design, advice, drawing, or other service provided by Consultant, its employees and agents, does not relieve Client's responsibility to execute sufficient testing and judgment to ensure that any resulting product is suitable for usage by Client and Client's needs.

12. Third Party Management by Client. The Client shall engage and maintain the services of a third-party Management Detection and Response (MDR) service which monitors and can respond to incidents related to IT infrastructure, cloud services, and cyber and other security. Also, Client shall undertake and complete end-user education program(s) and other training suggested by Client's MDR service.

13. Disclaimers, and Limitations on Liability.

. (A) **CONSULTANT DISCLAIMS ANY AND ALL IMPLIED WARRANTIES INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURCHASE.** Except as expressly provided herein, there are no warranties, express or implied, by operation of law, or otherwise, for any Services furnished by the Consultant hereunder

(B) **TO THE FULLEST EXTENT PERMITTED BY LAW, CONSULTANT SHALL NOT BE LIABLE FOR ANY DAMAGES ARISING FROM CYBER INCIDENTS REGARDLESS OF WHETHER SUCH DAMAGES ARISE FROM NEGLIGENCE OR BREACH OF CONTRACT.** In addition, the Consultant does not guarantee the prevention of Cyber Incidents defined as an adverse event, whether intentional (e.g., hacking) or unintentional (e.g., misconfiguration) that compromises or jeopardizes the security, confidentiality, integrity, or availability of digital information or information systems, including, without limitation, successful breaches and attempts to gain unauthorized access, such as malware, phishing, ransomware, or denial-of-service attacks, or any security breach., data breach, and data loss, or similar cyber events (all collectively referred to herein as "Cyber Incidents"). The Client waives all Claims against Consultant with regard to any Cyber Incidents. The term "Claims" as used in this Agreement shall mean and include any and all liabilities, debts, damages, injuries, losses, causes of action, judgments, attorney fees, costs, and/or rights or demands of every kind, known or unknown, asserted or may be asserted, in connection with or related in any manner to this Agreement or the Services.

(C) Limitation of Liability. Except for the Client's indemnification obligations under Section 15 below, in no event will either Party be liable for loss of profits, business, use or data, or for interruption of business, or any other indirect, incidental, consequential or punitive damages, regardless of the form of action, and either Party's aggregate, cumulative monetary liability for any damages arising from or related to this Agreement, whether in contract or in tort or under any other legal theory (including strict liability and negligence), exceed the fees actually paid by Client to the Consultant in the six (6) 12 months immediately preceding the cause of action.

14. Insurance by Client. The Client shall obtain and maintain insurance coverage for Cyber

Incidents in the sum determined appropriate by Client, but in no event less than one million dollars per occurrence from an insurance company licensed to do business in Idaho. Client shall provide Consultant with copy of the insurance policy.

15. Indemnification and Hold Harmless.

(A) Client shall indemnify, hold harmless and defend the Consultant against and from any and all Claims arising from any breach or default in the performance of any obligation of Client or any employee or agent of Client under this Agreement. In addition, the Client shall indemnify, hold harmless, and defend Consultant from all Claims by third parties for Cyber Incidents and the Client releases the Consultant and waives all such Claims against the Consultant.

(B). Consultant shall indemnify, hold harmless and defend the Client against and from any and all Claims arising from any breach or default in the performance of any obligation of Consultant under this Agreement

(C) Indemnification Procedures. The Party claiming indemnification pursuant to this section (the "Indemnified Party") shall promptly notify the other Party (the "Indemnifying Party") of any such Claim of which it becomes aware and shall: (i) at the Indemnifying Party's expense, provide reasonable cooperation to the Indemnifying Party in connection with the defense or settlement of any such Claim, (ii) at the Indemnified Party's expense, be entitled to participate in the defense of any such Claim, and (iii) not settle or compromise any claim, action or allegation without the prior written consent of the Indemnifying Party. The Indemnified Party agrees that the Indemnifying Party shall have sole and exclusive control over the defense and settlement of any such third-party claim. However, the Indemnifying Party shall not acquiesce to any judgment or enter into any settlement that admits liability on the part of the Indemnified Party without the prior written consent of the Indemnified Party.

16. Disputes. Any action based on this Agreement, including, without limitation, disagreement, and disputes, legal actions, regarding the terms and conditions, alleged breaches of contract, and remedies under contract, shall be governed by the laws of the state of Idaho, without regard to its conflicts of law principles, and shall be adjudicated exclusively by a court of competent jurisdiction in Blaine County, Idaho, and the Parties each hereby irrevocably submit to such jurisdiction. Prior to the filing of any action, the Parties agree to mediate in good faith the dispute with the American Arbitration Association (AAA) or any other mutually acceptable mediator. If either Party employs attorneys to enforce any rights arising out of or relating to this Agreement through mediation or by legal action, the prevailing party shall be entitled to recover its reasonable attorneys' fees, costs and other reasonable and related expenses.

17. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior agreements and understandings between the parties. No agreement, representation, or warranty, unless expressly set forth in this Agreement shall be binding on either party hereto.

18. Amendment. No amendment, modification or waiver of this Agreement or any portion thereof shall be effective unless in writing, signed by the Parties hereto.

19. Binding Effect. This Agreement and all the terms, provisions, covenants and conditions contained herein shall apply to and bind the heirs, legal representatives and assigns of the Parties hereto.

20. Assignment. This Agreement and the rights and obligations of the parties hereunder shall not be assignable by the Client without prior written consent of the Consultant.

21. Force Majeure. Except for payments due from Client to Company hereunder, neither Party shall be liable for delays in performance due to causes beyond its reasonable control, including but not limited to, acts of God, acts of public enemy, acts of government or courts of law or equity, war, insurrection or riots, fires, floods, explosions, earthquakes or other casualties, strikes unauthorized access to computers, malicious computer programs or viruses, unavailability of networks, interruption or failure of telecommunication or digital transmission links, Internet slow-downs or failures, or similar incidents . A party so delayed shall promptly inform the other Party in writing of such event and of the date by which its performance may reasonably be expected to resume.

22. Additional Provisions. The Parties agree as follows: (i) the provisions of Sections 10 and 15, above shall survive expiration or termination of this Agreement; (ii) the various parts of this Agreement are severable, so if a court of competent jurisdiction determines that any part is invalid or unenforceable, the other parts shall remain in full force and effect; (iii) the section headings contained herein are for the convenience of reference only and shall not affect the construction or interpretation of this Agreement; (iv) any failure by a Party to enforce strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement; (v) no presumption shall exist for or against either Party as a result of the preparation or drafting of this Agreement; (vi) time is of the essence in the performance of this Agreement and each part thereof; (vii) this Agreement may be executed via email of a .pdf or other electronic file, with the same force and effect as the delivery of an originally executed signature page; (viii) this Agreement may be executed in several counterparts, each of which shall be deemed to be an original, and all of which, when taken together, shall constitute one and the same instrument and (ix) each of the undersigned represent and warrant that they are duly authorized to execute this Agreement on behalf the entity for which they have executed this Agreement.

IN WITNESS WHEREOF, Client and Consultant have executed this Agreement as of the date set forth in the first paragraph.

CONSULTANT:

Ketchum Computers, Inc.

Date: _____ by _____

CLIENT::

Date: _____ by _____

Title: _____

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 09/28/2026

DEPARTMENT: CDD

DEPT. HEAD SIGNATURE: RD

SUBJECT: Motion to approve the Findings of Fact, Conclusions of Law, and Decision of the Final Plat Subdivision Application for Sunbeam Subdivision (Phase II), submitted by Marathon Partners, LLC, and represented by Opal Engineering and BYLA, wherein Sunbeam Subdivision Phase II, Parcels B and C, are subdivided into 59 lots (42 lots and 17 sublots), as well as Parcel B1, which includes the remaining park dedication of 3.34 acres, as contemplated in the approved Planned Unit Development Agreement.

AUTHORITY: ☐ ID Code _____ ☐ IAR _____ ☐ City Ordinance/Code Title 16

APPLICATION & BACKGROUND: The Applicant, Marathon Partners, LLC, received approval for the Planned Unit Development (PUD) and Preliminary Plat Applications for Phase I of the Sunbeam Subdivision on May 19, 2020. The PUD Agreement, an agreement between Marathon Partners, LLC, and the City of Hailey, authorized the Applicant to develop the large (54.38 acres), vacant parcel nestled between Old Cutters Subdivision to the north, and Deerfield Subdivision to the south, as follows:

Phase I: 67 lots, 18 cottage sublots, 85 lots/sublots/units in total

- 18 Cottage Units (3 cottage parcels)
- Park Space: 4.54-acre park integrated into the existing Curtis Park, and a 6'-wide pedestrian trail across the northeast corner of Lot 32.
- Conveyance of Well Site

Phase II: 42 lots, 20 cottage sublots, 62 lots/sublots/units in total

- 20 Cottage Units (3 cottage parcels)
- Park Space: 3.34-acre park integrated into the park space developed in Phase I.

Total Number of Units Proposed (Phases I and II): 147 residential units.

Total Number of Lots Proposed (Phases I and II): 115 lots/sublots.

Total Amount of Park Space Proposed (Phase I and II): 7.88-acre Park/Open Space.

On March 31, 2025, the Hailey City Council approved the Applicant's request to revise the Preliminary Plat Application, as well as a Draft First Amendment to the Planned Unit Development Agreement, to reduce the density in Phase II - from 62 lots/sublots to 59 lots/sublots, or a reduction to the overall density of the subdivision from the entitled 147 units to a proposed total of 144 units.

As approved at the March 31, 2025, public hearing, the overall totals – unit count, and number of lots and sublots – are as follows:

Phase II: 42 lots, 17 sublots, 59 lots/sublots/units in total

- 17 Cottage Sublots (3 cottage parcels)
- Park Space: 3.34-acre park integrated into the park space developed in Phase I

Total Number of Units Proposed (Phases I and II): 144 residential units

Total Number of Lots Proposed (Phases I and II): 144 lots/sublots

Total Amount of Park Space Proposed (Phase I and II): 7.88-acre Park/Open Space

Aside from the density reduction, no other modifications were requested by the Applicant, nor desired at this time. The Park/Open Space, as originally entitled, will remain the same in size; however, the Applicant has committed to enhancing Sunbeam Park significantly beyond the original agreement, providing valuable community benefit.

Overall, the Council agreed with and supported the slight reduction in density, as the comprehensive buildout of the Sunbeam Subdivision still provides for a more superior design, hosts a greater number of lots with

various lots sizes, widths, and lot configurations, and encourages the construction of various housing types to better meet the needs of Hailey's growing and diverse demographic. As such, the Council considered and approved the associated amendment to the Planned Unit Development Agreement, as well as this revised Preliminary Plat Application of Phase II of the Sunbeam Subdivision.

With completed infrastructure, the final step in the subdivision process is Final Plat review and approval for Phase II. The Applicant is requesting Final Plat review and approval by the Hailey City Council, which was approved on September 14, 2026. The Council discussed the proposed street layout, park plan, landscaping, and general connectivity across the site, as well as the subdivision's integration within the existing neighborhoods. The Council, hearing testimony both in favor and against components of the subdivision's development, unanimously approved the application, of which, further details – as applicable - have been described in the attached report.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

Caselle # _____

Budget Line Item # _____

Estimated Hours Spent to Date: _____

Staff Contact: Robyn Davis

YTD Line-Item Balance \$ _____

Estimated Completion Date: _____

Phone # 208-788-9815 ext. 2015

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

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

RECOMMENDATION FROM THE APPLICABLE DEPARTMENT HEAD: Motion to approve the Findings of Fact, Conclusions of Law, and Decision of the Final Plat Subdivision Application for Sunbeam Subdivision (Phase II), submitted by Marathon Partners, LLC, and represented by Opal Engineering and BYLA, wherein Sunbeam Subdivision Phase II, Parcels B and C, are subdivided into 59 lots (42 lots and 17 sublots), as well as Parcel B1, which includes the remaining park dedication of 3.34 acres, as contemplated in the approved Planned Unit Development Agreement.

ADMINISTRATIVE COMMENTS/APPROVAL:

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

ACTION OF THE CITY COUNCIL: Motion to approve the Findings of Fact, Conclusions of Law, and Decision of the Final Plat Subdivision Application for Sunbeam Subdivision (Phase II), submitted by Marathon Partners, LLC, and represented by Opal Engineering and BYLA, wherein Sunbeam Subdivision Phase II, Parcels B and C, are subdivided into 59 lots (42 lots and 17 sublots), as well as Parcel B1, which includes the remaining park dedication of 3.34 acres, as contemplated in the approved Planned Unit Development Agreement.

Date _____

City Clerk _____

FOLLOW-UP:

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

Copies (all info.): Instrument # _____

FINDINGS OF FACT, CONCLUSIONS OF LAW AND DECISION

On September 14, 2026, the Hailey City Council considered and approved the Final Plat Subdivision Application for Sunbeam Subdivision (Phase II), submitted by Marathon Partners, LLC, and represented by Opal Engineering and BYLA, wherein Sunbeam Subdivision Phase II, Parcels B and C, are subdivided into 59 lots (42 lots and 17 sublots), as well as Parcel B1, which includes the remaining park dedication of 3.34 acres, as contemplated in the approved Planned Unit Development Agreement.

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

FINDINGS OF FACT

Notice: Notice for the public hearing was published in the Idaho Mountain Express on August 26, 2026, and mailed to property owners and public agencies on that same day.

Background: The Applicant, Marathon Partners, LLC, received approval for the Planned Unit Development (PUD) and Preliminary Plat Applications for Phase I of the Sunbeam Subdivision on May 19, 2020. The PUD Agreement, an agreement between Marathon Partners, LLC, and the City of Hailey, authorized the Applicant to develop the large (54.38 acres), vacant parcel nestled between Old Cutters Subdivision to the north, and Deerfield Subdivision to the south, as follows:

Phase I: 67 lots, 18 cottage sublots, 85 lots/sublots/units in total

- 18 Cottage Units (3 cottage parcels)
- Park Space: 4.54-acre park integrated into the existing Curtis Park, and a 6'-wide pedestrian trail across the northeast corner of Lot 32.
- Conveyance of Well Site

Phase II: 42 lots, 20 cottage sublots, 62 lots/sublots/units in total

- 20 Cottage Units (3 cottage parcels)
- Park Space: 3.34-acre park integrated into the park space developed in Phase I.

Total Number of Units Proposed (Phases I and II): 147 residential units.

Total Number of Lots Proposed (Phases I and II): 115 lots/sublots.

Total Amount of Park Space Proposed (Phase I and II): 7.88-acre Park/Open Space.

All required components and infrastructure of Phase I are complete (streets, sidewalks, utilities, street trees and street enhancements, and improved park space). All lots have been sold, and construction is currently underway on several of the single-family homes, as well as all the cottage parcels entitled within this phase (Panorama Point – 10 units; Sunny Townhomes – 8 units). The park space for Phase I, or the 4.54 acre (197,807 square feet) public park, has also been constructed and has been an extremely valuable benefit to the Hailey community, as well as the residents of the subdivision.

On October 28, 2024, the Hailey City Council considered a Preliminary Plat Application for Phase II, which, if constructed as proposed, would fulfill the PUD Agreement by and between the City of Hailey and Marathon Partners, LLC. The Applicant proposed to buildout Phase II as contemplated within the approved PUD, or -

Phase II: 42 lots, 20 cottage sublots, 62 lots/sublots/units in total

- 20 Cottage Units (3 cottage parcels)
- Park Space: 3.34-acre park integrated into the park space developed in Phase I

Marathon Partners, LLC, proposed to subdivide the remaining land (20.99 acres) into 42 single-family lots, and 20 sublots. The density, and total number of lots and sublots proposed within this phase complied with the approved PUD Agreement.

On March 31, 2025, the Applicant presented a final iteration to the Preliminary Plat Applications, as well as a Draft First Amendment to the Planned Unit Development Agreement. Both applications depicted the reduction in density within Phase II - from 62 lots/sublots to 59 lots/sublots, or a reduction to the overall density of the subdivision from the entitled 147 units to a proposed total of 144 units.

Specifically, this modification included three (3) less cottage townhouse sublots. No changes to the single-family residential lots/units were proposed. Another modification, as a direct result of the proposed reduction in density, included an adjustment to the originally "Approved Waivers", as outlined/highlighted in the table below:

Standard	Approved Waiver	Modified Waivers with Density Reduction
§17.05.040 LR-1 Minimum Lot Size: 8,000 square feet	24 lots, 38 cottage sublots Phase I: 11 lots, 18 cottage sublots Phase II: 13 lots, 20 cottage sublots	15 lots, 35 cottage sublots Phase I: 11 lots, 18 cottage sublots Phase II: 4 lots, 17 cottage sublots
§17.05.040 LR-1 Minimum Lot Width: 75 feet	29 lots, 38 cottage sublots Phase I: 12 lots, 18 cottage sublots Phase II: 17 lots, 20 cottage sublots	19 lots, 35 cottage sublots Phase I: 12 lots, 18 cottage sublots Phase II: 7 lots, 17 cottage sublots
§16.04.060 D 1 Flag Lot Per Subdivision	2 (1 in Phase I, 1 in Phase II)	1 (1 in Phase I, 0 in Phase II)
~~§16.04.020 L1 Private Road Serves Up to 5 Units~~	~~Private streets for ingress to and egress from cottage lot whether or not serving more than 5 residential dwelling units.~~	~~Private streets for ingress to and egress from cottage lot whether or not serving more than 5 residential dwelling units.~~
~~§16.04.020 L1 Units Accessed by Private Street Must provide 2 additional parking spaces per units.~~	~~Two parking spaces per cottage lot accessed from a private street.~~	~~Two parking spaces per cottage lot accessed from a private street.~~
	Allowance of parking in City Streets.	Allowance of parking in City Streets.

To summarize, with three (3) less lots in Phase II, some waivers of the originally approved PUD Agreement are either no longer applicable or the degree of waiver requested is much less. By way of example, the proposed density reduction reduces the total number of lots under 8,000 square feet, from 33 lots/sublots in the original approval to 21 lots/sublots. Additionally, the total number of lots under the minimum lot width of 75' becomes more compliant, from 37 lots/sublots in the original approval to only 24 lots/sublots. With three (3) less lots within Phase II, a mixture of lot sizes and housing types can still be achieved - as desired by Staff, the Commission, and the Council - and further complements goals and policies within Hailey's Comprehensive Plan.

The overall totals – unit count, and number of lots and sublots – as approved by the Hailey City Council on March 31, 2025, are as follows:

Phase II: 42 lots, 17 sublots, 59 lots/sublots/units in total

- 17 Cottage Sublots (3 cottage parcels)
- Park Space: 3.34-acre park integrated into the park space developed in Phase I

Total Number of Units Proposed (Phases I and II): 144 residential units

Total Number of Lots Proposed (Phases I and II): 144 lots/sublots

Total Amount of Park Space Proposed (Phase I and II): 7.88-acre Park/Open Space

Aside from the density reduction, no other modifications were requested by the Applicant. The Park/Open Space, as originally entitled, will remain the same in size; however, the Applicant has committed to enhancing Sunbeam Park significantly beyond the original agreement, providing valuable community benefit, as further described below.

Park/Open Space: Marathon Partners, LLC, proposed to naturally integrate an additional open space parcel, approximately 3.34 acres (145,406 square feet) in size, with the existing park/open space; also contemplated within the approved PUD. The total park/open space contribution between the two phases is 7.88 acres. The park area contribution complies with the approved PUD and further exceeds the City's park contribution requirement, as outlined in Title 16.

Staff strongly desired to see Sunbeam's Phase II park space incorporate active recreational uses that provide benefit to the broader Hailey community, as well as the residents of Sunbeam Subdivision. Upon completion, Sunbeam Park will be the largest park in the City of Hailey, centrally located and a short bike or drive from north Hailey (Old Cutters, Northridge neighborhoods), Quigley Canyon, Wood River High School/Community Campus, and downtown. The design and function of Sunbeam Park will impart a legacy effect on the character of Hailey; Staff want to ensure that this legacy is embraced by residents and visitors both now and into the future.

The Applicant Team has worked diligently with City Staff to craft a park proposal that incorporates broad recreational benefits, integrates with Phase I park space and nearby Curtis Park, and provides amenities and features that are commensurate with the full scope of the complete Sunbeam Park. The fully realized park features/amenities for Phase II include:

- Extension of existing 8'-wide pedestrian and bicycle path, providing new connection between Phase I's existing pedestrian/bicycle pathway and the northern extent of Phase II's park space
- Extension of existing 5'-wide concrete path/sidewalk, connecting the existing gravel parking area/ADA parking, proposed restroom location, existing play area/tables/benches, and the proposed pavilion area.
- Construction of a new gravel adventure trail loop, connecting the existing parking area with the northern half of the complete Sunbeam Park. The adventure trail will meander through extensive landscaping planned for Phase II, as well as a series of locations/"activity pads" that can be transformed into program opportunity sites in the future (bouldering features, art installations, creative seating, etc.).
- Two (2) new play lawn areas, including at least four (4) dedicated shade trees incorporated throughout the play lawn areas.
- Parking area expansion along San Badger Drive, including dedicated parking for service and/or food trucks, and a potential future parking expansion area, as requested by City Staff and shown on the Applicant's submitted plan sets.
- Additional gravel street parking area, located along Carbonate Street and adjacent to the existing recreational field.
- A large pavilion structure positioned at the center of Sunbeam Park and adjacent to the parking area; concrete pad and timber framing proposed. Feature requested by City Staff, recommended by Parks and Lands Board, and supported by the Applicant Team.

This park/open space plan was presented to the Hailey Parks and Lands Board on Wednesday, July 24, 2024, at which time the Board discussed the proposed Phase II park plan with the Applicant Team. The Board voted unanimously to approve the plan, including – but not limited to – all features shown in the plan set and discussed herein. The Board also provided a formal recommendation for approval by the Hailey City Council and Planning and Zoning Commission for the Phase II park plan, following the July 24th meeting.

Application: With completed infrastructure, the final step in the subdivision process is Final Plat review and approval. The Applicant requested Final Plat review and approval from the Hailey City Council on September 14, 2026. The City Council unanimously approved the Final Plat Application on this same day.

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 by the Hailey City Council, after deliberations on each of the criteria detailed herein below.

On September 14, 2026, the Hailey City Council approved the Final Plat Application for the Sunbeam Subdivision, wherein Sunbeam Subdivision Phase II, Parcels B and C, are subdivided into 59 lots (42 lots and 17 sublots), as well as Parcel B1, which includes the remaining park dedication of 3.34 acres, as contemplated in the approved Planned Unit Development Agreement. The Council discussed the proposed street layout, park plan, landscaping, and general connectivity across the site, as well as the

subdivision's integration within the existing neighborhoods. The Council, hearing testimony both in favor and against components of the subdivision's development, unanimously approved the application, of which, further details – as applicable - have been described herein.

Procedural History: The Final Plat Application was submitted on June 25, 2026, and certified complete on that same day. A public hearing before the Hailey City Council for the Final Plat Application was held on September 14, 2026, in the Council Chambers, 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 Final Plat for Phase I of the Sunbeam Subdivision has been approved by Council and recorded. The Applicant, Marathon Partners, LLC, is requesting to formalize the subdivision of Phase II via recordation of the Phase II plat wherein Sunbeam Subdivision Phase II, Parcels B and C, are subdivided into 59 lots (42 lots and 17 sublots), as well as Parcel B1, which includes the remaining park dedication of 3.34 acres.

Four (4) public streets – Carbonate Street, El Dorado Lane, Doc Bar Drive, and Mica Street – service the proposed parcel(s). No Building Permits have been issued at this time, and the Applicant intends to receive Final Plat approval, as well as record the Final Plat, prior to Building Permit Application submittals. 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 has been prepared by a professional land surveyor and was submitted on June 25, 2026.

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 Preliminary Plat approval by both the Hailey City Council and the Planning and Zoning Commission. Conditions of Preliminary Plat approval have been met or have been carried over. Any changes to Conditions of Approval related to the plat are shown in strike-underline; Conditions of Approval that have been met are shown in strike-through.

Standards of Evaluation:

CHAPTER 16.04: DEVELOPMENT STANDARDS:

Development Standards were reviewed in detail during the Preliminary Plat approval process. No changes have been made to the plat since Preliminary Plat approval.

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 approval, six (6) 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 has been 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.

Several Preconstruction Meetings were held prior to, during, and after construction of the Sunbeam Subdivision Phase II development, which included bi-monthly meetings held over the spring and summer to discuss project progress.

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 that parks shall be guaranteed and maintained by the Developer for a period of two years.

The Developer is hereby required to guarantee all improvements pursuant to this Section for no less than one year from the date of approval of all improvements, as complete and satisfactory by the City Engineer. That said, pursuant the Hailey Municipal Code, Title 16: Subdivision Regulations, Section 16.03.030: Final Plat Approval, I. Security Required, the Developer may, in lieu of actual construction, provide to the City such security as may be acceptable to the City, in a form and in an amount equal to the cost of the engineering and the improvements not previously installed by the Developer, plus fifty percent (50%), which security shall fully secure and guarantee completion of the required improvements within a period of one-year from the date the security is provided.

At this time, 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.

The installation sidewalks, pathways, irrigation and landscaping (hydroseed, sod, park trees, street trees, other) are complete. Final road grading and asphalt improvements are also complete. No streetlights were proposed nor are they required in this district.

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.**

All street cuts, due to the development and buildout of the proposed lots, within the public streets – Carbonate Street, El Dorado Lane, Doc Bar Drive, and Mica Street – have been made and repaired/constructed to this standard.

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

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.

Street names and traffic control signs have been erected and are complete.

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

- B. 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 Limited Residential (LR-1) 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.

Sewer services and connections were installed/made in 2025. The sewer system was pressure tested in November 2025. Approval and acceptance by the City have been made.

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.

Water services and connections were installed/made in 2025. The water system was pressure-tested in July 2025. Approval and acceptance by the City have been made. All hydrants have been set to grade, and the water system is fully functioning.

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. 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 designs 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.

The installation of dry utilities, such as electricity and/or natural gas, is complete.

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.

A 4.54 acre (197,807 square feet) public park was approved by the Council as part of the preliminary plat, to benefit the general public and satisfy the City's park contribution for Phase II. An additional open space parcel, approximately 3.34 acre (145,406 square feet), is currently under construction and will be dedicated upon completion of Phase II of the project, and prior to recordation of the Final Plat. The total park/open space contribution between the two phases is 7.88 acres and meets the City's park contribution requirement.

The 3.34-acre park parcel is mostly complete. All permanent infrastructure is complete (irrigation, landscaping and plantings, street trees, pathways and sidewalk connections); however, park furnishings (construction of the pavilion, restroom enclosure, and playground equipment installation) are currently underway. The Developer intends to finalize this infrastructure and/or install park amenities, with City acceptance and approval, prior to recordation of the Final Plat. This has been made a Condition of Approval.

Findings: Compliance. The Council found that this standard will be met prior to recordation of the Final Plat.

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 installed 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 installed 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 Developer after the Final Plat has been signed by City representatives.**

N/A, as the Developer has constructed all necessary and required infrastructure improvements.

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.

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 for Sunbeam Subdivision (Phase II), submitted by Marathon Partners, LLC, and represented by Opal Engineering and BYLA, wherein Sunbeam Subdivision Phase II, Parcels B and C, are

subdivided into 59 lots (42 lots and 17 sublots), as well as Parcel B1, which includes the remaining park dedication of 3.34 acres, is hereby approved, finding that the project does not jeopardize the health, safety or welfare of the public and the project conforms to the applicable specifications outlined in Chapter 17.11, applicable requirements of the Hailey Municipal Code, Title 18, and City Standards, provided conditions (1) through (5) are met.

1. All Fire Department and Building Department requirements shall be met.
2. 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.
3. All improvements and other requirements shall be completed and accepted, or surety provided pursuant to Subsections 16.03.030(I) and 16.05.090(B) of the Hailey Municipal Code, prior to recordation of the Final Plat.

Parks and Open Space:

4. The Applicant shall maintain the park/open space area within Phase II for a period of two complete seasons after full completion of the park and acceptance by the City.
5. All park furnishings (pavilion, restroom enclosure, and other furnishings as shown on the approved Park Plan) shall be installed and accepted by the City prior to the recordation of the Final Plat.

PASSED BY THE HAILEY CITY COUNCIL and approved by the Mayor this 28th day of September, 2026.

Martha Burke, Mayor, City of Hailey

Attest:

Mary Cone, City Clerk, City of Hailey

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 09/28/2026 **DEPARTMENT:** Clerk's Office **DEPT. HEAD SIGNATURE** M. Cone

SUBJECT

Approval of Minutes from the meeting of the Hailey City Council on September 14, 2026 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:

☐ City Attorney	☒ City Clerk	☐ Engineer	☐ Mayor
☐ P & Z Commission	☐ Parks & Lands Board	☐ Public Works	☐ 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 SEPTEMBER 14, 2026
IN THE HAILEY TOWN CENTER MEETING ROOM**

The Meeting of the Hailey City Council was called to order at 5:28 P.M. by Mayor Martha Burke. Present were Council members Kaz Thea, Juan Martinez, and Dustin Stone. Staff present included City Attorney Allan Moriarty, City Administrator Lisa Horowitz, and City Clerk Mary Cone.

Sage Sauerbrey not in attendance.

CALL TO ORDER:

[5:28:43 PM](#) call to order by Mayor Burke attending remotely.

Public session:

[5:29:11 PM](#) there are no comments.

CONSENT AGENDA:

- [CA 244](#) Motion to approve Resolution 2026-081, ratifying the Mayor's signature on AIP-067 grant agreement for FMAA to construct new FAA Contract Tower **ACTION ITEM**
- [CA 245](#) Motion to approve Resolution 2026-082, authorizing the Mayor's signature on the Public Right-of-Way Maintenance Agreement Related to the Final Plat of Sunbeam Subdivision Phase II. **ACTION ITEM**
- [CA 246](#) Motion to approve Resolution 2026-083, authorizing the Mayor's signature on an easement agreement between the City of Hailey and Pioneer Utility, LLC which grants the City of Hailey a utility easement for water and sewer services for the Hailey property, Tax Lot 3913 (43 Broadford Road) **ACTION ITEM**.....
- [CA 247](#) Motion to approve the Alcohol Beverage License Renewals for Tacos 208 and Roots Wine Bar **ACTION ITEM** .
- [CA 248](#) Motion to approve Resolution 2026-084, declaring Surplus Property and authorize the Mayor's signature and proper removal of property. **ACTION ITEM**
- [CA 249](#) Motion to approve minutes of August 24, 2026, and to suspend reading of them **ACTION ITEM**
- [CA 250](#) Motion to ratify claims for expenses incurred paid in August, 2026 **ACTION ITEM**.....
- [CA 251](#) Motion to approve claims for expenses incurred during the month of August 2026, and claims for expenses due by contract in September, 2026 **ACTION ITEM**.....
- [CA 252](#) Motion to approve unaudited Treasurer's report for the month of August 2026 **ACTION ITEM**.....

[5:29:25 PM](#) Mac Moriarty, has a conflict with CA 245 item and PH 255 item, contact Christopher Simms with any questions on these Sunbeam items.

[5:30:13 PM](#) Martinez moved to approve all consent agenda items, seconded by Thea, motion passed with roll call vote; Stone, yes. Thea, yes. Martinez, yes.

PROCLAMATIONS AND PRESENTATIONS:

PP 253 Suicide Prevention Awareness Month Proclamation ACTION ITEM

[5:31:29 PM](#) Mayor and council take turns reading the proclamation for suicide prevention, Martinez, begins reading first.

APPOINTMENTS AND AWARDS:

AA 254 ARCH Community Award

[5:36:16 PM](#) Michelle Griffith, ARCH Community Housing Trust Executive Director has worked with Hailey for many years, City of Hailey has been tremendous donors to the housing community. Sometimes you forget why it matters, reads letter from Herberger hideaway tenant to the ARCH board. [5:38:19 PM](#) Ben Varner, ARCH employee presents. Tonight presenting Robyn Davis, Housing Hero award. Applause by room.

Old business item moved up to discuss now.

OLD BUSINESS:

OB 257 Consideration of educational outreach materials for the public regarding the November 3, 2026 ballot question as to whether or not Hailey should annex into Blaine County Fire Protection District ACTION ITEM

Erin Greaves fire consultant [5:41:51 PM](#) presents to council regarding the upcoming election on potential annexation of Hailey into the BC South Fire District. Greaves presents a comprehensive list of Questions and Answers regarding this election.

[5:46:34 PM](#) Thea is grateful for this clear/concise document. There is going to be a handout soon for handing out to public.

[5:48:02 PM](#) Stone asked a couple of questions. Greaves, will start out with a flyer that City staff can handout soon and then will print some flyers for public distribution. Will also put on website. Suggestions on social media posts.

Questions and discussion about communicating with the public. [5:54:33 PM](#) first open house will be in city hall soon for public, adds Horowitz. Stone asks, what is the process for staff to print the information card before the mailing.

[5:57:31 PM](#) Martinez, thank you for your effort to communicate effectively with our voters.

Back to Public hearings.

PUBLIC HEARINGS:

PH 255 Consideration of a Final Plat Subdivision Application for Sunbeam Subdivision (Phase II), submitted by Marathon Partners, LLC, and represented by Opal Engineering and BYLA, wherein Sunbeam Subdivision Phase II, Parcels B and C, are subdivided into 59 lots (42 lots and

17 sublots), as well as Parcel B1, which includes the remaining park dedication of 3.34 acres, as contemplated in the approved Planned Unit Development Agreement. ACTION ITEM

[5:59:22 PM](#) Final Plat for Sunbeam subdivision phase II. Samantha Stahlnecker speaks on behalf of applicant. Pictures of the new subdivision are shown to council including 2nd phase of the park and new play structure. Built an enclosure for the portable restroom, will have the same roof as the pavilion. Paved the parking lot, creates order in the parking lot.

[6:05:57 PM](#) Thea, should you put a fence around the seeded area? Caution tape has been up, does not help with dogs off leash and elk, Stahlnecker.

[6:07:30 PM](#) Martinez, asks Ed Dumke, how he feels about the development. Dumke is excited for this new phase, will be fabulous for the public. Martinez thanks Dumke.

[6:08:24 PM](#) Stone, asks about the Aug 10th date get changed on the packet. Davis responds, it will get changed on the Findings of Fact. And are you comfortable with where the conditions are? Davis, confirms yes.

[6:09:21 PM](#) Thea, appreciates the timeliness of finishing this project.

Public comments: [6:09:58 PM](#) there are no comments.

[6:10:49 PM](#) Martinez, wants someone to check on the newly seeded area to keep dogs off this area, send Kenny over there.

[6:11:27 PM](#) Thea comments, 20 mph is standard speed limit. 15 mph is speed limit within certain distance of the park. Streets has looked and is comfortable with the signs where they are located. Thea, the park is phenomenal, the flow is really good through there, and a huge park.

[6:14:17 PM](#) **Martinez moves to approve final plat for phase II Sunbeam, conditions 1-5 will be met, seconded by Thea. Motion passed with roll call vote; Stone, yes. Thea, yes. Martinez, yes.**

PH 256 Consideration of the Hailey Sustainability Action Plan, a strategic and action-oriented document for the City of Hailey that seeks to build community stewardship of our local ecosystems, reduce community greenhouse gas emissions, and improve the health and resilience of residents, businesses, and visitors in response to a changing climate. ACTION ITEM

[6:15:23 PM](#) Sustainability plan presented by Emily Brooks and Emily Williams. Martinez comments appreciates this plan. Thea proud of this plan and Hailey, would like to take a bolder stand than what the document states in the actions. Thea asks presenters to look at the bike ped action plan for ideas. Thea wants this document to have a table of priority of tasks to complete with a ranking of easy to difficult.

More discussion about the action table and potential ranking for prioritization.

[6:24:02 PM](#) Stone, T13, table on transportation, concerned with FMAA push them to do more reporting, have we talked to Tim at the airport. Burke, the aviation side of the airport is monitored by FAA standards. Stone is interested in traffic, HOV lane and bus stops on Main Street, not sure if the action plan is the right place for that but want to discuss this in the future. [6:29:02 PM](#) Yeager responds to Stone's question, about the letter Hailey sent to ITD. Stone will put something in an email to potentially add to this document. [6:30:30 PM](#) Stone's last question, can we incentivize single-use plastic use reducing the use. Stone would like to partner with the high school WATER team, renamed Wood River High School Environmental Club added Elizabeth Jeffrey.

Public comments:

[6:36:33 PM](#) Scott Runkle, in support of this plan, here to plug, someone from the staff to attend mountain towns 2030 conference, hard to know where to start. Climate Action Coalition has 2 extra tickets if Hailey wants to attend.

[6:38:54 PM](#) Renee Shapiro, working with Blaine County, touches on airport, 2028 is the next time the airport will review their document.

[6:39:47 PM](#) Elizabeth Jeffrey, Hailey resident, city is already in partnership with Climate Action Coalition, pilot recycle plan with Balmoral Apartments.

[6:42:38 PM](#) Stone appreciates this document, feels pretty rational, found it to be well thought out.

[6:44:05 PM](#) **Thea moves to approve Resolution 2026-086, Sustainability Action Plan, Martinez seconds. Motion passed with roll call vote; Stone, yes. Thea, yes. Martinez, yes.**

OLD BUSINESS:

OB 258 3rd Reading Ordinance No. 1367, Adoption of FY 2027 Budget, all funds ACTION ITEM

[6:45:20 PM](#) **Thea moves to approve appropriation Ordinance No. 1367, \$29,133,799. Stone seconds. Motion passed with roll call vote; Stone, yes. Thea, yes. Martinez, yes.**

[6:46:15 PM](#) **Mayor Burke conducts 3rd reading of Ordinance No. 1367 by title only.**

STAFF REPORTS:

[6:47:35 PM](#) Baledge, meet the fleet and chili cookoff, looking for judges if interested.

Thea pathway on Bullion looks fantastic, and Hop Porter park looks great.

Yeager primary contractor should be done by next week. Pavers to main street should be finished this week, pushing hard to finish.

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

6:49:37 PM Martinez moves to go into Executive Session to discuss Real Property Acquisition (IC 74-206(1)(c)), seconded by Stone. Motion passed with roll call vote; Stone, yes. Thea, yes. Martinez, yes.

6:50:12 PM Mayor and council go into executive session.

Mayor Burke and council came out of Executive Session and adjourned the meeting at 7:48 P.M.

Return to Agenda

AGENDA ITEM SUMMARY

DATE 09/28/2026

DEPARTMENT: Finance & Records

DEPT. HEAD SIGNATURE: MHC

SUBJECT

Council Approval of Claims costs incurred during the month of August 2026 that are set to be paid by contract for September 2026.

AUTHORITY: ☐ ID Code 50-1017

☐ IAR _____

☐ City Ordinance/Code _____

BACKGROUND:

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

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

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

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

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS:

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

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

FOLLOW UP NOTES:

Report Criteria:

Includes all check types

Includes unprinted checks

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Payee ID	Amount
09/17/2026	CDPT	09/22/2026	61093	AFLAC	1	-183.50
09/17/2026	CDPT	09/22/2026	61094	DELTA DENTAL PLAN OF I	2	-4,056.73
09/17/2026	CDPT	09/22/2026	61096	NCPERS GROUP LIFE INS	6	-152.00
09/17/2026	CDPT	09/22/2026	92499	PERSI	7	-47,611.83
09/17/2026	CDPT	09/22/2026	92497	MOUNTAIN WEST BANK	8	-45,158.08
09/17/2026	CDPT	09/22/2026	92500	IDAHO STATE TAX COMMI	9	-5,831.00
09/17/2026	CDPT	09/22/2026	61095	HAILEY VOLUNTEER FIRE	12	-175.00
09/17/2026	CDPT	09/22/2026	92496	A.W. REHN & ASSOCIATE	21	-1,945.24
09/17/2026	CDPT	09/22/2026	61098	VSP	26	-688.88
09/17/2026	CDPT	09/22/2026	92498	Nationwide 457/Roth	34	-4,365.52
09/17/2026	CDPT	09/22/2026	61097	REGENCE BLUE SHIELD	3	-64,712.89
09/17/2026	PC	09/24/2026	92426	BAILES, RUTH E STANSB	8059	-.41
09/17/2026	PC	09/24/2026	92427	CARRILLO-SALAS, DALIA	8209	-1,685.28
09/17/2026	PC	09/24/2026	92428	CONE, MARY M HILL	8009	-1,957.72
09/17/2026	PC	09/24/2026	92429	HOROWITZ, LISA	8049	-2,777.25
09/17/2026	PC	09/24/2026	92430	POMERLEAU, JENNIFER	8207	-1,673.69
09/17/2026	PC	09/24/2026	92431	TRAN, TUYEN	8205	-1,313.16
09/17/2026	PC	09/24/2026	92432	BROOKS, EMILY THERES	8115	-477.91
09/17/2026	PC	09/24/2026	92433	DAVIS, ROBYN K	8060	-2,409.91
09/17/2026	PC	09/24/2026	92434	DYER, ASHLEY MAUREEN	8401	-1,955.25
09/17/2026	PC	09/24/2026	92435	HODGES, REESE ROBER	8223	-1,383.28
09/17/2026	PC	09/24/2026	92436	WARD, YADIRA	8405	-1,552.23
09/17/2026	PC	09/24/2026	92437	BALEDGE, MICHAEL S	9054	-2,635.03
09/17/2026	PC	09/24/2026	92438	CHASE, AMANDA LUISE	9036	-1,451.26
09/17/2026	PC	09/24/2026	92439	GRANT, DARYL ERNEST	9068	-1,806.98
09/17/2026	PC	09/24/2026	92440	HAIRSTON, KEITH GUY	8186	-1,770.06
09/17/2026	PC	09/24/2026	92441	HOOVER, JAMES THOMA	9047	-2,690.16
09/17/2026	PC	09/24/2026	92442	SWENKE, JACKSON JOSE	9199	-455.42
09/17/2026	PC	09/24/2026	92443	CROTTY, JOSHUA M	8283	-1,577.02
09/17/2026	PC	09/24/2026	92444	DABNEY, LEE A DONAHUE	1008078	-1,665.33
09/17/2026	PC	09/24/2026	92445	DREWIEN, LYNETTE M	1008271	-1,915.56
09/17/2026	PC	09/24/2026	92446	HARDING, CHARLOTTE E	8293	-790.61
09/17/2026	PC	09/24/2026	92447	JENSEN, CASSIDY RAE	8129	-1,338.34
09/17/2026	PC	09/24/2026	92448	MAXWELL, LAHELA HINAN	8124	-1,470.80
09/17/2026	PC	09/24/2026	92449	PRAGGASTIS, VALERIE A	8282	-1,904.52
09/17/2026	PC	09/24/2026	92450	RODGERS, AMBER TELLE	8297	-265.50
09/17/2026	PC	09/24/2026	92451	STROPE, DENON MICHAEL	8101	-1,206.82
09/17/2026	PC	09/24/2026	92452	SUWANRIT, AMANDA CHRI	1008059	-1,797.02
09/17/2026	PC	09/24/2026	92453	VIGUERIA, DANIELLE MA	8292	-686.91
09/17/2026	PC	09/24/2026	92454	BAIN, AMY SUE	8554	-1,854.95
09/17/2026	PC	09/24/2026	92455	JAIME ESPARZA, ELSA M	8242	-1,275.75
09/17/2026	PC	09/24/2026	92456	SAVAGE, JAMES L	8204	-1,887.68
09/17/2026	PC	09/24/2026	92457	THORNQUEST, SHELLIE	8550	-249.39
09/17/2026	PC	09/24/2026	92458	AGUAYO, KENNETH	8220	-1,462.21
09/17/2026	PC	09/24/2026	92459	ALLEN, THOMAS HAROLD	8219	-3,299.19
09/17/2026	PC	09/24/2026	92460	CERVANTES, GUSTAVO A	8215	-2,564.26
09/17/2026	PC	09/24/2026	92461	COX, CHARLES F	8161	-3,179.56
09/17/2026	PC	09/24/2026	92462	CRAMER, ADISON AL	8217	-2,132.44
09/17/2026	PC	09/24/2026	92463	CROXFORD, ZACHARY DA	8218	-2,395.87
09/17/2026	PC	09/24/2026	92464	ENGLAND, STEVE J	8143	-3,518.37
09/17/2026	PC	09/24/2026	92465	GONZALEZ, ADRIAN MAN	8170	-1,993.54
09/17/2026	PC	09/24/2026	92466	HAMMOND, EMMA GRACE	8222	-1,987.07
09/17/2026	PC	09/24/2026	92467	JONES, KYLIE MELETIA	8155	-2,225.81
09/17/2026	PC	09/24/2026	92468	KUOHA, SAMUEL KEALOH	8224	-2,376.46

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Payee ID	Amount
09/17/2026	PC	09/24/2026	92469	LEOS, CHRISTINA M	8012	-2,278.15
09/17/2026	PC	09/24/2026	92470	ORNELAS, MANUEL G	1008180	-2,876.00
09/17/2026	PC	09/24/2026	92471	OWENS, ERIC ODELL	8119	-2,086.74
09/17/2026	PC	09/24/2026	92472	PECK, TODD D	8167	-3,146.00
09/17/2026	PC	09/24/2026	92473	ARELLANO, NANCY	8005	-1,388.24
09/17/2026	PC	09/24/2026	92474	MARES, MARIA C	8251	-1,583.02
09/17/2026	PC	09/24/2026	92475	WILLIAMS, EMILY ANNE	8023	-2,132.35
09/17/2026	PC	09/24/2026	92476	YEAGER, BRIAN D	8107	-76.04
09/17/2026	PC	09/24/2026	92477	BECK, RILEY MICHAEL	8249	-1,504.59
09/17/2026	PC	09/24/2026	92478	DOMKE, RODNEY F	8097	-1,889.80
09/17/2026	PC	09/24/2026	92479	HERNANDEZ, ADAN	8509	-2,114.42
09/17/2026	PC	09/24/2026	92480	JAIME-ESPARZA, ADAN	8241	-1,395.26
09/17/2026	PC	09/24/2026	92481	JOHNSTON, JAIMEY P	8243	-2,351.47
09/17/2026	PC	09/24/2026	92482	PARKS, ALEXANDER MIC	8180	-1,817.65
09/17/2026	PC	09/24/2026	92483	SCHWARZ, STEPHEN K	8226	-2,845.79
09/17/2026	PC	09/24/2026	92484	AMBRIZ, JOSE	7023	-2,384.50
09/17/2026	PC	09/24/2026	92485	ELLSWORTH, BRYSON D	8285	-2,855.75
09/17/2026	PC	09/24/2026	92486	GARRISON, SHANE	1008048	-2,279.41
09/17/2026	PC	09/24/2026	92487	IBARRA, ANTHONY	8498	-1,539.59
09/17/2026	PC	09/24/2026	92488	MORT, SCOTT ROBERT	8181	-1,583.25
09/17/2026	PC	09/24/2026	92489	SHOTSWELL, DAVE O	7044	-2,387.30
09/17/2026	PC	09/24/2026	92490	WARD, NATHAN DANIEL	8287	-1,559.25
09/17/2026	PC	09/24/2026	92491	BALDWIN, MERRITT JAME	8286	-2,332.46
09/17/2026	PC	09/24/2026	92492	BALIS, MARVIN C	8225	-2,411.37
09/17/2026	PC	09/24/2026	92493	HARMON, JEFFREY SCOT	8239	-1,768.52
09/17/2026	PC	09/24/2026	92494	PERRON, JOEL MARCEY	8505	-1,373.86
09/17/2026	PC	09/24/2026	92495	VINCENT, BRIAN A	1008071	-1,913.98
Grand Totals:						-303,771.48

Report Criteria:

- Includes all check types
 - Includes unprinted checks
-

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period	Separate Check
5521 AIR ST. LUKES											
091726	1	2026 AIR ST LUKES MEMBERSHIP - Praggastis	Invoice	09/17/2026	09/28/2026	55.00	55.00	100-45-41126		926	1
Total 5521 AIR ST. LUKES:						55.00	55.00				
176 ALLINGTON, RICK											
232	1	Misdemeanor Services	Invoice	10/01/2026	10/01/2026	4,567.00	4,567.00	100-25-41313		1026	1
Total 176 ALLINGTON, RICK:						4,567.00	4,567.00				
1913 AMAZON CAPITAL SERVICES											
16D1-7	1	USB Flash Drives	Invoice	09/18/2026	09/28/2026	239.58	239.58	100-45-41539		926	1
16D1-7	2	Office Paper	Invoice	09/18/2026	09/28/2026	246.05	246.05	100-45-41215		926	1
1KHM-	1	Programming supplies	Invoice	09/23/2026	09/28/2026	477.91	477.91	100-45-41326		926	1
1MVF-	1	CAMERA TRUCK WW	Invoice	09/05/2026	09/28/2026	104.85	104.85	210-70-41405		926	1
1Q6G-	1	RETURN CAMERA WIPES WW	Invoice	09/06/2026	09/28/2026	98.16	98.16	210-70-41405		926	1
1QG3-	1	HAUL TRUCK MODS ELE WW	Invoice	09/08/2026	09/28/2026	272.48	272.48	210-70-41421		926	1
1QPT-F	1	Local Author talk titles	Invoice	09/16/2026	09/28/2026	38.97	38.97	100-45-41535		926	1
1QWV-	1	HPD KITCHEN DEPT SUPPLIES - #1QWV-H9NY-VK	Invoice	09/14/2026	09/28/2026	357.59	357.59	100-25-41215		926	1
1VMK-	1	Supplies - INV# 1VMK-F6RT-JCTL	Invoice	09/14/2026	09/28/2026	88.46	88.46	100-20-41211		926	1
1VT3-J	1	CAMERA TRUCK SUPPLIES WW	Invoice	09/11/2026	09/28/2026	61.56	61.56	210-70-41405		926	1
Total 1913 AMAZON CAPITAL SERVICES:						1,789.29	1,789.29				
5727 AMERICAN VAC SERVICES LLC											
26.503	1	BULLION Path CO2 #26.503C3- HOMEOWNER DRI	Invoice	08/18/2026	09/28/2026	2,835.00	2,835.00	120-40-41549	24.40.0002.1	926	1
26.504	1	H PORTER ASPHALT REPAIR SVC CONNECT'N, P	Invoice	08/18/2026	09/28/2026	7,200.00	7,200.00	100-40-41403		926	1
26502#	1	BULLION Path CO2 #26.502C2- PARK n RIDE REL	Invoice	08/18/2026	09/28/2026	4,895.00	4,895.00	120-40-41549	24.40.0002.1	926	1
Total 5727 AMERICAN VAC SERVICES LLC:						14,930.00	14,930.00				
375 ATKINSON'S MARKET											
029199	1	STEM PROGRAM - supplies	Invoice	07/24/2026	09/28/2026	9.99	9.99	100-45-41326		926	1
029329	1	FILTERS AND WATER	Invoice	09/15/2026	09/28/2026	14.98	14.98	100-25-41215		926	1
Total 375 ATKINSON'S MARKET:						24.97	24.97				
2234 ATLAS TECHNICAL CONSULTANTS LLC											
000004	1	bULLION PATHWAY MATERIAL TESTING	Invoice	08/31/2026	09/28/2026	427.80	427.80	120-40-41549	24.40.0002.1	926	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 2234 ATLAS TECHNICAL CONSULTANTS LLC:						427.80	427.80				
3280 BAILES, RUTH											
2026 IC	1	2026 Budget & Levy Training - REIMB	Invoice	09/17/2026	09/28/2026	43.44	43.44	100-15-41724		926	1
2026 IC	2	2026 Budget & Levy Training - REIMB	Invoice	09/17/2026	09/28/2026	43.44	43.44	200-15-41724		926	1
2026 IC	3	2026 Budget & Levy Training - REIMB	Invoice	09/17/2026	09/28/2026	43.43	43.43	210-15-41724		926	1
Total 3280 BAILES, RUTH:						130.31	130.31				
6638 BAIN, AMY											
002389	1	snacks for persi meetings	Invoice	09/03/2026	09/28/2026	104.30	104.30	100-15-41701		926	1
009715	1	drinks for volunteers	Invoice	09/11/2026	09/28/2026	60.33	60.33	100-50-41701	14.50.0004.1	926	1
26TRA	1	IRPA tour - Mileage Reimb	Invoice	09/16/2026	09/28/2026	224.96	224.96	100-50-41724		926	1
42	1	pizza for volunteers	Invoice	09/11/2026	09/28/2026	124.46	124.46	100-50-41701	14.50.0004.1	926	1
Total 6638 BAIN, AMY:						514.05	514.05				
1053 BALEDGE, MIKE											
102221	1	#102221232 CODE	Invoice	04/29/2026	09/28/2026	19.95	19.95	100-55-41711		926	1
111-267	1	AMAZON - Firefighter Keychains, 100pcs Firemen R	Invoice	08/12/2026	09/28/2026	424.78	424.78	100-55-41747		926	1
111-283	1	AMAZON - Chair Mat, Anti Slip Floor	Invoice	08/04/2026	09/28/2026	119.96	119.96	100-55-41215		926	1
111-912	1	AMAZON - Com. Dust Mop,	Invoice	08/21/2026	09/28/2026	71.87	71.87	100-55-41215		926	1
114-26	1	AMAZON - Essentials of Firefighting 8th edition, Haz	Invoice	08/10/2026	09/28/2026	550.14	550.14	100-55-41217		926	1
49ERW	1	RADIO REPAIR	Invoice	08/19/2026	09/28/2026	77.95	77.95	100-55-41417		926	1
715255	1	AED	Invoice	08/26/2026	09/28/2026	178.00	178.00	100-55-41219		926	1
Total 1053 BALEDGE, MIKE:						1,442.65	1,442.65				
50813 BERNAUER, CRAIG BROWN											
CR RE	1	CR REF: 301 4TH AVE S	Invoice	09/28/2026	09/28/2026	305.83	305.83	100-00-15110		926	1
Total 50813 BERNAUER, CRAIG BROWN:						305.83	305.83				
4483 BLUEBIRD SOLAR LLC											
1092	1	WW SOLAR PROJECT DOWN PAYMENT	Invoice	08/12/2026	09/28/2026	24,991.77	24,991.77	210-70-41413		926	1
1103	1	WW SOLAR PROJECT SUBSTANTIAL COMPLETIO	Invoice	09/12/2026	09/28/2026	22,492.59	22,492.59	210-70-41413		926	1
1104	1	WW SOLAR PROJECT COMPLETION	Invoice	09/23/2026	09/28/2026	2,499.18	2,499.18	210-70-41413		926	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 4483 BLUEBIRD SOLAR LLC:						49,983.54	49,983.54				
3330 CARACAL USA, LLC											
18295	1	FIREARMS- #6326	Invoice	09/22/2026	09/28/2026	4,327.50	4,327.50	100-25-41527		926	1
Total 3330 CARACAL USA, LLC:						4,327.50	4,327.50				
3002 CASELLE, INC.											
06/29/2	1	Cloud Hosting Subscription	Invoice	07/29/2026	09/28/2026	458.00	458.00	100-15-41313		926	1
06/29/2	2	Cloud Hosting Subscription	Invoice	07/29/2026	09/28/2026	458.00	458.00	200-15-41313		926	1
06/29/2	3	Cloud Hosting Subscription	Invoice	07/29/2026	09/28/2026	458.00	458.00	210-15-41313		926	1
Total 3002 CASELLE, INC.:						1,374.00	1,374.00				
50333 CATERPILLAR FINANCIAL SERVICES CORP											
001-70	1	2026 CAT 938-14 WHEEL LOADER	Invoice	09/09/2026	09/28/2026	38,913.75	38,913.75	100-40-41775		926	1
001-70	1	2026 CAT 938-14 WHEEL LOADER	Invoice	09/09/2026	09/28/2026	38,913.75	38,913.75	100-40-41775		926	1
001-70	1	2026 CAT D5-17VP TRACK TYPE TRACTOR	Invoice	09/14/2026	09/28/2026	32,062.27	32,062.27	100-40-41775		926	1
Total 50333 CATERPILLAR FINANCIAL SERVICES CORP:						109,889.77	109,889.77				
2326 CDW GOVERNMENT											
AL1SB	1	Ado Gov Ent Indesign	Invoice	09/21/2026	09/28/2026	266.96	266.96	100-42-41549		926	1
AL1SB	2	Ado Gov Ent Indesign	Invoice	09/21/2026	09/28/2026	266.96	266.96	200-42-41549		926	1
AL1SB	3	Ado Gov Ent Indesign	Invoice	09/21/2026	09/28/2026	266.96	266.96	210-42-41549		926	1
AL1SB	4	ADO Acrobat Lic.	Invoice	09/21/2026	09/28/2026	870.28	870.28	100-15-41515		926	1
AL1SB	5	ADO Acrobat Lic.	Invoice	09/21/2026	09/28/2026	870.28	870.28	200-15-41515		926	1
AL1SB	6	ADO Acrobat Lic.	Invoice	09/21/2026	09/28/2026	870.27	870.27	210-15-41515		926	1
Total 2326 CDW GOVERNMENT:						3,411.71	3,411.71				
6051 CENTURY LINK											
800290	1	9814 260B long distance	Invoice	09/01/2026	09/28/2026	1.91	1.91	100-15-41713		926	1
800290	2	9814 260B long distance	Invoice	09/01/2026	09/28/2026	1.91	1.91	200-15-41713		926	1
800290	3	9814 260B long distance	Invoice	09/01/2026	09/28/2026	1.91	1.91	210-15-41713		926	1
800290	4	9814 260B long distance	Invoice	09/01/2026	09/28/2026	1.91	1.91	100-25-41713		926	1
800290	5	9814 260B long distance	Invoice	09/01/2026	09/28/2026	1.91	1.91	100-20-41713		926	1
800290	6	9814 260B long distance- 33.33%	Invoice	09/01/2026	09/28/2026	.64	.64	100-42-41713		926	1
800290	7	9814 260B long distance- 33.33%	Invoice	09/01/2026	09/28/2026	.64	.64	200-42-41713		926	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
800290	8	9814 260B long distance- 33.33%	Invoice	09/01/2026	09/28/2026	.65	.65	210-42-41713		926	1
800290	9	2211 125B LONG DIST- TREATMENT PLANT	Invoice	09/01/2026	09/28/2026	.96	.96	210-42-41713		926	1
800290	10	2211 125B LONG DIST- Water Dept	Invoice	09/01/2026	09/28/2026	.96	.96	200-60-41713		926	1
800290	11	3147 220B LONG DIST: FIRE DEPT	Invoice	09/01/2026	09/28/2026	1.91	1.91	100-55-41713		926	1
800290	12	5965-737B LONG DIST- STREET SHOP	Invoice	09/01/2026	09/28/2026	1.91	1.91	100-40-41713		926	1
Total 6051 CENTURY LINK:						17.22	17.22				
894 CHECKERED FLAG TRUCKING											
2644	1	GRADING SHOULDER RDS McKERCHER BLVD, RI	Invoice	08/28/2026	09/28/2026	2,210.00	2,210.00	100-40-41403		926	1
Total 894 CHECKERED FLAG TRUCKING:						2,210.00	2,210.00				
5702 CINTAS											
428177	2	UNIFORM SERVICES WW	Invoice	09/09/2026	09/28/2026	205.36	205.36	210-70-41703		926	1
428260	1	UNIFORM SERVICES WW	Invoice	09/16/2026	09/28/2026	205.36	205.36	210-70-41703		926	1
535971	1	FIRST AID AND CABINET RESTOCK W.	Invoice	09/10/2026	09/28/2026	18.99	18.99	200-60-41703		926	1
535971	1	FIRST AID AND CABINET RESTOCK WW	Invoice	09/10/2026	09/28/2026	47.08	47.08	210-70-41703		926	1
535971	1	FIRST AID AND CABINET RESTOCK ST	Invoice	09/10/2026	09/28/2026	83.01	83.01	100-40-41215		926	1
Total 5702 CINTAS:						559.80	559.80				
644 CITY OF HAILEY PETTY CASH											
9860	1	HPD CAR WASH	Invoice	09/19/2026	09/28/2026	10.00	10.00	100-25-41415		926	1
9861	1	HPD CAR WASH	Invoice	09/19/2026	09/28/2026	10.00	10.00	100-25-41415		926	1
Total 644 CITY OF HAILEY PETTY CASH:						20.00	20.00				
670 CITY OF HAILEY W&S DEPT											
08/30/2	1	STREET SHOP	Invoice	08/30/2026	09/28/2026	4,648.18	4,648.18	100-40-41717		926	1
08/30/2	2	INTER CENTER	Invoice	08/30/2026	09/28/2026	100.44	100.44	100-10-41717		926	1
08/30/2	3	RODEO FROST	Invoice	08/30/2026	09/28/2026	12.43	12.43	100-50-41617		926	1
08/30/2	4	RODEO PARK	Invoice	08/30/2026	09/28/2026	47.45	47.45	100-50-41617		926	1
08/30/2	5	TOWN CENTER WEST	Invoice	08/30/2026	09/28/2026	65.81	65.81	100-50-41718		926	1
08/30/2	6	CITY HALL	Invoice	08/30/2026	09/28/2026	215.61	215.61	100-42-41717		926	1
08/30/2	7	CITY HALL	Invoice	08/30/2026	09/28/2026	215.61	215.61	200-42-41717		926	1
08/30/2	8	CITY HALL	Invoice	08/30/2026	09/28/2026	215.62	215.62	210-42-41717		926	1
08/30/2	9	COH RIVER ST IRRG	Invoice	08/30/2026	09/28/2026	12.43	12.43	100-50-41717		926	1
08/30/2	10	COH STREETS DEPT TRUCK FILL	Invoice	08/30/2026	09/28/2026	9.72	9.72	100-40-41717		926	1
08/30/2	11	FIRE DEPARTMENT	Invoice	08/30/2026	09/28/2026	239.00	239.00	100-55-41717		926	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
08/30/2	12	TREATMENT PL	Invoice	08/30/2026	09/28/2026	384.54	384.54	200-60-41717		926	1
08/30/2	13	TREATMENT PL	Invoice	08/30/2026	09/28/2026	384.54	384.54	210-70-41717		926	1
08/30/2	14	POLICE DEPT	Invoice	08/30/2026	09/28/2026	106.56	106.56	100-25-41717		926	1
08/30/2	15	IRRIGATION	Invoice	08/30/2026	09/28/2026	35,371.67	35,371.67	100-50-41717		926	1
Total 670 CITY OF HAILEY W&S DEPT:						42,029.61	42,029.61				
3622 CLEAR SOLUTIONS ENGINEERING											
574	1	SUNBEAM WELL - WELL SAMPLING, PREP 60% P	Invoice	09/01/2026	09/28/2026	9,917.00	9,917.00	200-60-41313	21.60.0003.1	926	1
575	1	WATER SYSTEMS FPS- PREP WFP,	Invoice	09/01/2026	09/28/2026	6,785.00	6,785.00	200-60-41313	23.60.0001.1	926	1
576	1	OOS W -NORTHRIDGE PRESSURE ZONE PROJ, I	Invoice	09/01/2026	09/28/2026	1,265.00	1,265.00	200-60-41313		926	1
Total 3622 CLEAR SOLUTIONS ENGINEERING:						17,967.00	17,967.00				
7000 CLEARWATER LANDSCAPING											
14864	1	#14864 FIX AND REPAIR IRRIGATIONS	Invoice	09/15/2026	09/28/2026	90.28	90.28	100-25-41413		926	1
Total 7000 CLEARWATER LANDSCAPING:						90.28	90.28				
5961 CLEARWATER POWER EQUIPMENT LLC											
100038	1	REMOVE PLOW/EQUIP OFF 2003 CHEVY WW	Invoice	09/10/2026	09/28/2026	445.20	445.20	210-70-41421		926	1
57946	1	REPAIR - #57946	Invoice	08/25/2026	09/28/2026	483.93	483.93	100-55-41405		926	1
Total 5961 CLEARWATER POWER EQUIPMENT LLC:						929.13	929.13				
50396 COASTLINE EQUIPMENT											
123623	1	CORE, V-BELT CR	Invoice	04/28/2025	05/12/2025	172.39-	172.39-	100-40-41405		525	1
Total 50396 COASTLINE EQUIPMENT:						172.39-	172.39-				
3276 CODE 4 PUBLIC SAFETY EMBLEMS, LLC											
C4 - 28	1	CHALLENGE COINS HPD - #C4-2815	Invoice	09/22/2026	09/28/2026	3,690.00	3,690.00	100-25-41319		926	1
C4-281	1	CHALLENGE COIN - #C4-2817	Invoice	09/22/2026	09/28/2026	484.86	484.86	100-25-41319		926	1
Total 3276 CODE 4 PUBLIC SAFETY EMBLEMS, LLC:						4,174.86	4,174.86				
1537 COMMERCIAL TIRE											
09-167	1	AIR CHECK 8 LOADERS, 3 SERVICE	Invoice	03/10/2026	04/13/2026	114.00	114.00	100-40-41405		426	1
09-167	1	AIR CHECK 8 LOADERS, 3 SERVICE CR	Invoice	03/11/2026	04/13/2026	114.00-	114.00-	100-40-41405		426	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 1537 COMMERCIAL TIRE:						.00	.00				
337 COPY & PRINT											
11846	1	Lexie name tag	Invoice	09/09/2026	09/28/2026	27.94	27.94	100-45-41215		926	1
Total 337 COPY & PRINT:						27.94	27.94				
2808 CORE & MAIN LP											
INV003	1	LAB SUPPLIES WW	Invoice	07/21/2026	09/28/2026	432.70	432.70	210-70-41795		926	1
V00006	1	FUSION MACHINE WW	Invoice	09/03/2026	09/28/2026	7,102.57	7,102.57	210-70-41423		926	1
Total 2808 CORE & MAIN LP:						7,535.27	7,535.27				
3298 CURRENT SOLUTIONS LLC											
09/16/2	1	#ELECTRICAL WORK POWER FROM PANEL TO O	Invoice	09/16/2026	09/28/2026	1,275.00	1,275.00	100-25-41413		926	1
Total 3298 CURRENT SOLUTIONS LLC:						1,275.00	1,275.00				
663 D&B SUPPLY											
4309	1	tools	Invoice	09/12/2026	09/28/2026	827.60	827.60	100-50-41215		926	1
4323	1	tools	Invoice	09/12/2026	09/28/2026	177.56	177.56	100-50-41215		926	1
Total 663 D&B SUPPLY:						1,005.16	1,005.16				
6877 D.O.P.L											
09/11/2	1	PAID VIA ECHECK 09/11/2026	Invoice	09/11/2026	09/28/2026	3,158.30	3,158.30	100-20-41315		926	1
09/15/2	1	PAID VIA ECHECK 09/15/2026	Invoice	09/22/2026	09/28/2026	1,340.54	1,340.54	100-20-41315		926	1
09/22/2	1	PAID VIA ECHECK 09/22/2026	Invoice	09/22/2026	09/28/2026	137.93	137.93	100-20-41315		926	1
Total 6877 D.O.P.L:						4,636.77	4,636.77				
781 DIGLINE											
008034	1	DIG LINE FEES W.	Invoice	08/31/2026	09/28/2026	88.00	88.00	200-60-41325		926	1
008034	2	DIG LINE FEES WW.	Invoice	08/31/2026	09/28/2026	88.00	88.00	210-70-41325		926	1
Total 781 DIGLINE:						176.00	176.00				
2004 DISCOUNTCELL, LLC											
SO-000	1	CRADLEPOINT RENEWAL FOR SCADA	Invoice	09/17/2026	09/28/2026	580.38	580.38	200-60-41325		926	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 2004 DISCOUNTCELL, LLC:						580.38	580.38				
5021 EC ELECTRIC											
3616	1	backup power unit	Invoice	09/04/2026	09/28/2026	55,427.00	55,427.00	100-50-41603		926	1
Total 5021 EC ELECTRIC:						55,427.00	55,427.00				
50376 FERGUSON ENTERPRISES #3007											
492184	1	UW SYSTEM WW	Invoice	09/10/2026	09/28/2026	109.50	109.50	210-70-41421		926	1
492307	1	UW SYSTEM WW	Invoice	09/09/2026	09/28/2026	88.31	88.31	210-70-41419		926	1
Total 50376 FERGUSON ENTERPRISES #3007:						197.81	197.81				
171 FERGUSON WATERWORKS #1701											
095134	1	FIRE HYDRANT FOR BULLION	Invoice	07/01/2026	09/28/2026	6,589.45	6,589.45	220-65-41403	25.40.0001.1	926	1
Total 171 FERGUSON WATERWORKS #1701:						6,589.45	6,589.45				
5457 FIRST BANKCARD - BALIS											
08/26/2	1	LICENSE RENEWAL FEES	Invoice	08/26/2026	09/28/2026	180.00	180.00	200-60-41723		926	1
179502	1	CABLE FOR CL2 ANALYZER AT QUIGLEY	Invoice	08/17/2026	09/28/2026	408.69	408.69	200-60-41401		926	1
INV-DF	1	STARLINK MONTHLY FEES	Invoice	08/07/2026	09/28/2026	55.00	55.00	200-60-41405		926	1
Total 5457 FIRST BANKCARD - BALIS:						643.69	643.69				
5372 FIRST BANKCARD - CONE											
356567	1	Adobe - August 2026	Invoice	08/30/2026	09/28/2026	4.33	4.33	100-15-41711		926	1
356567	2	Adobe - August 2026	Invoice	08/30/2026	09/28/2026	4.33	4.33	200-15-41711		926	1
356567	3	Adobe - August 2026	Invoice	08/30/2026	09/28/2026	4.33	4.33	210-15-41711		926	1
INV-17	1	WASABI CLOUD STORAGE - July 2026	Invoice	07/17/2026	09/28/2026	8.35	8.35	100-15-41711		926	1
INV-17	2	WASABI CLOUD STORAGE - July 2026	Invoice	07/17/2026	09/28/2026	8.35	8.35	200-15-41711		926	1
INV-17	3	WASABI CLOUD STORAGE - July 2026	Invoice	07/17/2026	09/28/2026	8.34	8.34	210-15-41711		926	1
INV-17	1	WASABI CLOUD STORAGE - August 2026	Invoice	08/17/2026	09/28/2026	8.95	8.95	100-15-41711		926	1
INV-17	2	WASABI CLOUD STORAGE - August 2026	Invoice	08/17/2026	09/28/2026	8.95	8.95	200-15-41711		926	1
INV-17	3	WASABI CLOUD STORAGE - August 2026	Invoice	08/17/2026	09/28/2026	8.96	8.96	210-15-41711		926	1
INV-DF	1	STARLINK MONTHLY SUBS 08/24/26-09/23/26	Invoice	08/23/2026	09/28/2026	46.67	46.67	100-15-41215		926	1
INV-DF	2	STARLINK MONTHLY SUBS 08/24/26-09/23/26	Invoice	08/23/2026	09/28/2026	46.67	46.67	200-15-41215		926	1
INV-DF	3	STARLINK MONTHLY SUBS 08/24/26-09/23/26	Invoice	08/23/2026	09/28/2026	46.66	46.66	210-15-41215		926	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 5372 FIRST BANKCARD - CONE:						204.89	204.89				
5429 FIRST BANKCARD - DREWIEN											
000633	1	SHRM training	Invoice	08/20/2026	09/28/2026	1,119.00	1,119.00	100-45-41723		926	1
0-0916	1	Mobile hotspot data plans	Invoice	09/10/2026	09/28/2026	250.00	250.00	100-45-41549	26.45.0002.1	926	1
0-0916	2	Mobile hotspot data plans	Invoice	09/10/2026	09/28/2026	236.00	236.00	100-45-41549	22.45.0010.1	926	1
0-0916	3	Mobile hotspot data plans	Invoice	09/10/2026	09/28/2026	834.00	834.00	100-45-41323		926	1
041602	1	Laura retirement reception	Invoice	08/02/2026	09/28/2026	27.54	27.54	100-45-41326		926	1
159	1	Adult Reading program prize	Invoice	08/04/2026	09/28/2026	50.00	50.00	100-45-41326		926	1
1590-7	1	Omeka subscription for Mallory photos maintenance	Invoice	08/04/2026	09/28/2026	75.00	75.00	100-45-41515		926	1
400000	1	program supplies	Invoice	08/11/2026	09/28/2026	156.88	156.88	100-45-41326		926	1
549396	1	horizon datasys	Invoice	08/08/2026	09/28/2026	146.55	146.55	100-45-41533		926	1
Total 5429 FIRST BANKCARD - DREWIEN:						2,894.97	2,894.97				
5417 FIRST BANKCARD - ELLSWORTH											
13240	1	TOPVIEW LICENSE 2025	Invoice	11/17/2025	09/28/2026	547.50	547.50	210-70-41325		926	1
Total 5417 FIRST BANKCARD - ELLSWORTH:						547.50	547.50				
5789 FIRST BANKCARD - ENGLAND											
585791	1	#FIRST RESPONDERS TOURNEY LUNCH	Invoice	08/01/2026	09/28/2026	263.40	263.40	100-25-41724		926	1
Total 5789 FIRST BANKCARD - ENGLAND:						263.40	263.40				
6052 FIRST BANKCARD - HFD EXTRA (5148)											
029801	1	FOOD WHILE ON FIRE	Invoice	08/26/2026	09/28/2026	139.33	139.33	100-55-41215		926	1
Total 6052 FIRST BANKCARD - HFD EXTRA (5148):						139.33	139.33				
1588 FIRST BANKCARD - HOROWITZ											
372211	1	August 2026 - GOTO MEETING	Invoice	08/16/2026	09/28/2026	25.33	25.33	100-15-41711		926	1
372211	2	August 2026 - GOTO MEETING	Invoice	08/16/2026	09/28/2026	25.33	25.33	200-15-41711		926	1
372211	3	August 2026 - GOTO MEETING	Invoice	08/16/2026	09/28/2026	25.34	25.34	210-15-41711		926	1
471434	1	ID Dept of Labor Breakfast	Invoice	08/05/2026	09/28/2026	8.46	8.46	100-15-41215		926	1
471434	2	ID Dept of Labor Breakfast	Invoice	08/05/2026	09/28/2026	8.46	8.46	200-15-41215		926	1
471434	3	ID Dept of Labor Breakfast	Invoice	08/05/2026	09/28/2026	8.47	8.47	210-15-41215		926	1
AUGUS	1	August 2026 Idaho Stateman Sub	Invoice	08/06/2026	09/28/2026	18.66	18.66	100-15-41711		926	1
AUGUS	2	August 2026 Idaho Stateman Sub	Invoice	08/06/2026	09/28/2026	18.66	18.66	200-15-41711		926	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	3	August 2026 Idaho Stateman Sub	Invoice	08/06/2026	09/28/2026	18.67	18.67	210-15-41711		926	1
MC190	1	MC19019057 MAILCHIMP	Invoice	08/04/2026	09/28/2026	45.00	45.00	100-15-41711		926	1
MC190	2	MC19019057 MAILCHIMP	Invoice	08/04/2026	09/28/2026	45.00	45.00	200-15-41711		926	1
MC190	3	MC19019057 MAILCHIMP	Invoice	08/04/2026	09/28/2026	45.00	45.00	210-15-41711		926	1
Total 1588 FIRST BANKCARD - HOROWITZ:						292.38	292.38				
5378 FIRST BANKCARD - HPD EXTRA (4455)											
BRU11	1	#TRAINING SHOES FOR FBI ACADEMY PECK	Invoice	08/25/2026	09/28/2026	124.25	124.25	100-25-41703		926	1
Total 5378 FIRST BANKCARD - HPD EXTRA (4455):						124.25	124.25				
1267 FIRST BANKCARD - YEAGER											
08/17/2	1	STS FB JOB AD	Invoice	08/17/2026	09/28/2026	2.15	2.15	100-40-41319		926	1
196875	1	PARKS DEPT. FIRST AID SUPPL	Invoice	08/21/2026	09/28/2026	16.89	16.89	100-50-41215		926	1
AD420	1	POLYWOOD ADIRONDACK CHAIR	Invoice	08/18/2026	09/28/2026	319.00	319.00	100-50-41405		926	1
AE064	1	SUSTAINABILITY ACTION PLAN ADOBE TEMPLAT	Invoice	08/25/2026	09/28/2026	3.53	3.53	100-42-41215		926	1
AE064	2	SUSTAINABILITY ACTION PLAN ADOBE TEMPLAT	Invoice	08/25/2026	09/28/2026	3.53	3.53	200-42-41215		926	1
AE064	3	SUSTAINABILITY ACTION PLAN ADOBE TEMPLAT	Invoice	08/25/2026	09/28/2026	3.53	3.53	210-42-41215		926	1
JWUR2	1	STS FB JOB AD	Invoice	08/13/2026	09/28/2026	2.00	2.00	100-40-41319		926	1
Total 1267 FIRST BANKCARD - YEAGER:						350.63	350.63				
3279 FLOCK GROUP, INC.											
INV-10	1	#INV-105209 VIDEO CAMERAS/ LPR	Invoice	09/22/2026	09/28/2026	10,500.00	10,500.00	100-25-41711		926	1
Total 3279 FLOCK GROUP, INC.:						10,500.00	10,500.00				
8776 FORCE AMERICA DISTRIBUTING LLC											
001-21	1	VALVE, ENCLOSURE, GEN5 SINGLE CFG	Invoice	09/08/2026	09/28/2026	25,596.00	25,596.00	100-40-41405		926	1
IN001-	1	VALVE, ENCLOSURE, PLOW WING, CAMERAS	Invoice	09/08/2026	09/28/2026	26,656.00	26,656.00	100-40-41405		926	1
Total 8776 FORCE AMERICA DISTRIBUTING LLC:						52,252.00	52,252.00				
996 FREEDOM MAILING SERVICES											
53822	1	Delinquent Notices & Postage	Invoice	09/11/2026	09/28/2026	55.19	55.19	100-15-41323		926	1
53822	2	Delinquent Notices & Postage	Invoice	09/11/2026	09/28/2026	55.19	55.19	200-15-41323		926	1
53822	3	Delinquent Notices & Postage	Invoice	09/11/2026	09/28/2026	55.20	55.20	210-15-41323		926	1

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period	Separate Check
Total 996 FREEDOM MAILING SERVICES:						165.58	165.58				
5711 G & G LANDSCAPING SERVICES INC											
14386	1	TCW - IRRIGATION	Invoice	09/14/2026	09/28/2026	3,000.59	3,000.59	100-50-41718		926	1
Total 5711 G & G LANDSCAPING SERVICES INC:						3,000.59	3,000.59				
828 GEM STATE PAPER & SUPPLY COMPA											
116669	1	facial tissue & trash bags	Invoice	09/01/2026	09/28/2026	87.82	87.82	100-45-41413		926	1
Total 828 GEM STATE PAPER & SUPPLY COMPA:						87.82	87.82				
851 GLASS MASTERS, INC											
I-26-21	1	Library window replacement	Invoice	09/17/2026	09/28/2026	1,964.74	1,964.74	100-45-41413		926	1
Total 851 GLASS MASTERS, INC:						1,964.74	1,964.74				
336 GO FER IT EXPRESS											
146739	1	LOCAL SHIPPING W.	Invoice	08/31/2026	09/28/2026	146.20	146.20	200-60-41213		926	1
146739	2	LOCAL SHIPPING WW.	Invoice	08/31/2026	09/28/2026	39.78	39.78	210-70-41213		926	1
Total 336 GO FER IT EXPRESS:						185.98	185.98				
6548 GRANT, DARYL ERNEST											
246145	1	HOTEL REIMBURSEMENT	Invoice	07/07/2026	08/10/2026	647.49	647.49	100-55-41724		826	1
246145		Chk No: 64001 (1)	Calculated	08/10/2026			647.49-	1000020301		826	1
246145		Chk No: 64001 (1)	Calculated	09/17/2026			647.49	1000020301		826	1
Total 6548 GRANT, DARYL ERNEST:						647.49	647.49				
1850 GREAT AMERICA FINANCIAL SERVICES											
428827	1	Printing Services	Invoice	08/29/2026	09/28/2026	124.00	124.00	100-20-41323		926	1
Total 1850 GREAT AMERICA FINANCIAL SERVICES:						124.00	124.00				
3314 GREAVES HOLDINGS, LLC											
M98TP	1	Consulting Services	Invoice	09/15/2026	09/28/2026	8,000.00	8,000.00	100-15-41313	10.55.0002.1	926	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 3314 GREAVES HOLDINGS, LLC:						8,000.00	8,000.00				
1975 GUFFY'S GUN & PAWN											
260915	1	#260915-296-0 AMO	Invoice	09/15/2026	09/28/2026	4,700.00	4,700.00	100-25-41527		926	1
Total 1975 GUFFY'S GUN & PAWN:						4,700.00	4,700.00				
3326 HAGERTY, MARIANNE ETLINGER											
005	1	Spanish Curriculum	Invoice	09/10/2026	09/28/2026	150.00	150.00	100-45-41326		926	1
Total 3326 HAGERTY, MARIANNE ETLINGER:						150.00	150.00				
5410 HDR ENGINEERING INC											
120086	1	WRF BIOLOGICAL CAP. EVAL. TECH MEMO TO#9	Invoice	09/10/2026	09/28/2026	2,041.43	2,041.43	210-70-41549		926	1
Total 5410 HDR ENGINEERING INC:						2,041.43	2,041.43				
5495 HERITAGE LANDSCAPE SUPPLY GROUP INC											
002944	1	irrigation supplies - Woodside	Invoice	09/04/2026	09/28/2026	143.64	143.64	100-50-41403		926	1
Total 5495 HERITAGE LANDSCAPE SUPPLY GROUP INC:						143.64	143.64				
4008 HIGH COUNTRY HEATING INC											
47498	1	FURNACE SERVICE - STREET SHOP	Invoice	09/01/2026	09/28/2026	195.00	195.00	100-40-41413		926	1
Total 4008 HIGH COUNTRY HEATING INC:						195.00	195.00				
8069 HILLSIDE AUTO											
54460	1	C52 REPAIR - #54460	Invoice	08/21/2026	09/28/2026	1,256.39	1,256.39	100-55-41415		926	1
Total 8069 HILLSIDE AUTO:						1,256.39	1,256.39				
1846 HOOVER, JAMES											
26TRA	1	HOOVER - 2026 PER DIEM NFPA 1403	Invoice	07/13/2026	09/28/2026	301.00	301.00	100-55-41724		926	1
Total 1846 HOOVER, JAMES:						301.00	301.00				
8606 HRA VEBE TRUST											
OCTOB	1	MONTHLY VEBE OCTOBER 2026	Invoice	09/23/2026	09/28/2026	814.21	814.21	100-20-41126		926	1

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period	Separate Check
OCTOB	2	MONTHLY VEBA OCTOBER 2026	Invoice	09/23/2026	09/28/2026	3,258.20	3,258.20	100-25-41126		926	1
OCTOB	3	MONTHLY VEBA OCTOBER 2026	Invoice	09/23/2026	09/28/2026	98.73	98.73	100-15-41126		926	1
OCTOB	4	MONTHLY VEBA OCTOBER 2026	Invoice	09/23/2026	09/28/2026	98.73	98.73	200-15-41126		926	1
OCTOB	5	MONTHLY VEBA OCTOBER 2026	Invoice	09/23/2026	09/28/2026	98.74	98.74	210-15-41126		926	1
OCTOB	6	MONTHLY VEBA OCTOBER 2026	Invoice	09/23/2026	09/28/2026	888.60	888.60	100-45-41126		926	1
OCTOB	7	MONTHLY VEBA OCTOBER 2026	Invoice	09/23/2026	09/28/2026	468.87	468.87	100-40-41126		926	1
OCTOB	8	MONTHLY VEBA OCTOBER 2026	Invoice	09/23/2026	09/28/2026	57.56	57.56	100-42-41126		926	1
OCTOB	9	MONTHLY VEBA OCTOBER 2026	Invoice	09/23/2026	09/28/2026	57.56	57.56	200-42-41126		926	1
OCTOB	10	MONTHLY VEBA OCTOBER 2026	Invoice	09/23/2026	09/28/2026	57.55	57.55	210-42-41126		926	1
OCTOB	11	MONTHLY VEBA OCTOBER 2026	Invoice	09/23/2026	09/28/2026	468.87	468.87	200-60-41126		926	1
OCTOB	12	MONTHLY VEBA OCTOBER 2026	Invoice	09/23/2026	09/28/2026	345.34	345.34	210-70-41126		926	1
OCTOB	13	MONTHLY VEBA OCTOBER 2026	Invoice	09/23/2026	09/28/2026	172.67	172.67	100-55-41126		926	1

Total 8606 HRA VEBA TRUST:

6,885.63 6,885.63

671 IDAHO LUMBER & HARDWARE

72027	1	SPRINKLER HEADS	Invoice	05/22/2026	09/28/2026	35.98	35.98	200-60-41413		926	1
84429/	1	SHOP GATE SPRAY PAINT	Invoice	08/31/2026	09/28/2026	32.95	32.95	100-40-41413		926	1
84530/	1	mLW T30 BIT 2", MISC SCREWS	Invoice	09/01/2026	09/28/2026	35.84	35.84	100-40-41405		926	1
84532/	1	TROWEL	Invoice	09/01/2026	09/28/2026	11.99	11.99	200-60-41405		926	1
84555/	1	MISC SCREWS	Invoice	09/01/2026	09/28/2026	3.30	3.30	100-40-41405		926	1
84744/	1	TRIMLINE	Invoice	09/02/2026	09/28/2026	26.99	26.99	100-40-41405		926	1
84818/	1	ASPHALT BRUSH DECK 10"	Invoice	09/03/2026	09/28/2026	9.99	9.99	100-40-41405		926	1
84846/	1	TRIMLINE	Invoice	09/03/2026	09/28/2026	19.60	19.60	100-40-41405		926	1
84923/	1	SHOP CHIMNEY ROD 216", CHIMNEY BRUSH	Invoice	09/03/2026	09/28/2026	91.98	91.98	100-40-41413		926	1
85212/	1	ROLLER, PAINT TRAY	Invoice	09/08/2026	09/28/2026	12.18	12.18	100-40-41405		926	1
85257/	1	SPRAY NOZZLE	Invoice	09/08/2026	09/28/2026	19.99	19.99	100-50-41215		926	1
85271/	1	SAW BLADES	Invoice	09/08/2026	09/28/2026	11.99	11.99	200-60-41405		926	1
85355/	1	WINDSHIELD WASHER FLUID	Invoice	09/09/2026	09/28/2026	4.99	4.99	200-60-41415		926	1
85355/	2	PARTS FOR CAMERAS AT INDIAN CREEK	Invoice	09/09/2026	09/28/2026	54.47	54.47	200-60-41413		926	1
85501/	1	Batteries	Invoice	09/10/2026	09/28/2026	13.99	13.99	200-60-41405		926	1
85546/	1	PRESSURE TREAT 6X6-8', CONCRETE MIX	Invoice	09/10/2026	09/28/2026	68.88	68.88	100-40-41405		926	1
85923/	1	PVC PARTS FOR SPRING CAMERA	Invoice	09/14/2026	09/28/2026	24.72	24.72	200-60-41401		926	1
85936/	1	PARTS FOR CAMERAS AT INDIAN CREEK	Invoice	09/14/2026	09/28/2026	8.99	8.99	200-60-41401		926	1
86048/	1	GRINDING WHEEL	Invoice	09/15/2026	09/28/2026	23.96	23.96	200-60-41405		926	1
86048/	2	PVC PARTS FOR SPRING CAMERA	Invoice	09/15/2026	09/28/2026	1.39	1.39	200-60-41401		926	1
86061/	1	PVC PARTS FOR SPRING CAMERA	Invoice	09/15/2026	09/28/2026	3.38	3.38	200-60-41401		926	1
86266/	1	GRINDING WHEEL	Invoice	09/16/2026	09/28/2026	23.99	23.99	200-60-41405		926	1
86520/	1	#86520 BUNGEE CORDS FOR BACK LOT TARP	Invoice	09/18/2026	09/28/2026	14.99	14.99	100-25-41215		926	1
86647/	1	Lightbulbs	Invoice	09/19/2026	09/28/2026	59.97	59.97	100-45-41215		926	1

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period	Separate Check
Total 671 IDAHO LUMBER & HARDWARE:						616.50	616.50				
5631 IDAHO MATERIALS AND CONSTRUCTION											
694156	1	VALLEY PAVING ASPHALT	Invoice	09/03/2026	09/28/2026	611.32	611.32	100-40-41403		926	1
Total 5631 IDAHO MATERIALS AND CONSTRUCTION:						611.32	611.32				
400 IDAHO MOUNTAIN EXPRESS											
5775	1	8/5: Prop. FY27 Budget	Invoice	09/01/2026	09/28/2026	91.50	91.50	100-15-41319		926	1
5775	2	8/5: Prop. FY27 Budget	Invoice	09/01/2026	09/28/2026	91.50	91.50	200-15-41319		926	1
5775	3	8/5: Prop. FY27 Budget	Invoice	09/01/2026	09/28/2026	91.49	91.49	210-15-41319		926	1
5775	4	9/14 CC: Cons. Final Plat App by Sunbeam Sub.	Invoice	09/01/2026	09/28/2026	43.24	43.24	100-20-41319		926	1
Total 400 IDAHO MOUNTAIN EXPRESS:						317.73	317.73				
22433 IDAHO POWER											
09/09/2	1	IP 2204414540 - ST LIGHTS	Invoice	09/09/2026	09/28/2026	114.26	114.26	100-40-41717		926	1
09/09/2	2	IP 2222783132 - HPD	Invoice	09/09/2026	09/28/2026	460.78	460.78	100-25-41717		926	1
09/09/2	3	IP 2204935643 - 1811 MERLIN LP	Invoice	09/09/2026	09/28/2026	456.21	456.21	100-40-41717		926	1
09/09/2	4	IP 2204935643 - HFD 617 3RD	Invoice	09/09/2026	09/28/2026	274.88	274.88	100-55-41717		926	1
09/09/2	5	IP 2204935643 - 116 RIVER ST	Invoice	09/09/2026	09/28/2026	157.63	157.63	100-50-41718		926	1
09/09/2	6	IP 2204935643 - 7 W Croy St Library	Invoice	09/09/2026	09/28/2026	759.08	759.08	100-45-41717		926	1
09/09/2	7	IP 2204935643 - 115 Main St 2nd Floor	Invoice	09/09/2026	09/28/2026	83.09	83.09	100-42-41717		926	1
09/09/2	8	IP 2204935643 - 115 Main St 2nd Floor	Invoice	09/09/2026	09/28/2026	83.09	83.09	200-42-41717		926	1
09/09/2	9	IP 2204935643 - 115 Main St 2nd Floor	Invoice	09/09/2026	09/28/2026	83.08	83.08	210-42-41717		926	1
09/09/2	10	IP 2208519450 - 410 N RIVER	Invoice	09/09/2026	09/28/2026	3.99	3.99	100-40-41715		926	1
09/09/2	11	IP 2204637769 - WW	Invoice	09/09/2026	09/28/2026	14,392.36	14,392.36	210-70-41717		926	1
09/09/2	12	IP 2207893211 - 708 S MAIN ST	Invoice	09/09/2026	09/28/2026	34.73	34.73	100-40-41715		926	1
09/09/2	13	IP2207611134 Street - 89 Croy Rd	Invoice	09/09/2026	09/28/2026	25.59	25.59	100-40-41715		926	1
09/09/2	14	IP 2200663470 - CONTROL ELM ALLEY	Invoice	09/09/2026	09/28/2026	26.73	26.73	100-40-41717		926	1
09/09/2	15	IP 2220558908 - Heagle Park	Invoice	09/09/2026	09/28/2026	96.88	96.88	100-40-41717		926	1
09/09/2	16	IP 2226639884 - Parks Arboratum	Invoice	09/09/2026	09/28/2026	28.80	28.80	100-50-41717		926	1
Total 22433 IDAHO POWER:						17,081.18	17,081.18				
229 INTEGRATED TECHNOLOGIES											
289817	1	INK - #289817	Invoice	09/01/2026	09/28/2026	55.57	55.57	100-55-41711		926	1
290391	1	FIXED PRINTER SOUNDS	Invoice	09/08/2026	09/28/2026	70.00	70.00	200-60-41411		926	1
290549	1	PRINTER MAINTENANCE	Invoice	09/09/2026	09/28/2026	203.40	203.40	100-20-41323		926	

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 229 INTEGRATED TECHNOLOGIES:						328.97	328.97				
1065 JOE'S BACKHOE SERVICES INC											
26-159	1	ASPHALT PATCH - 1595 BALDYVIEW	Invoice	08/30/2026	09/28/2026	4,289.00	4,289.00	200-60-41403		926	1
26-171	1	WATER LEAK REPAIR - 940 SNOWFLAKE DR.	Invoice	09/08/2026	09/28/2026	2,690.00	2,690.00	200-60-41403		926	1
26-172	1	ASPHALT PATCH - ALLEY LAGO AZUL	Invoice	09/08/2026	09/28/2026	846.00	846.00	200-60-41403		926	1
Total 1065 JOE'S BACKHOE SERVICES INC:						7,825.00	7,825.00				
6474 JOHNSON, MICHELE											
089916	1	ATKINSON'S RECEIPT-4 THANK YOU CARDS	Invoice	09/15/2026	09/28/2026	15.96	15.96	100-20-41709		926	1
Total 6474 JOHNSON, MICHELE:						15.96	15.96				
977 KAREN and MALCOLM DALY											
CR RE	1	CR REF: 411 WAR EAGLE	Invoice	09/10/2026	09/28/2026	171.83	171.83	100-00-15110		926	1
Total 977 KAREN and MALCOLM DALY:						171.83	171.83				
9560 KARL MALONE FORD IDAHO											
126634	1	SERVICE ON 2023 F-250 TK#6038	Invoice	09/15/2026	09/28/2026	157.54	157.54	200-60-41415		926	1
Total 9560 KARL MALONE FORD IDAHO:						157.54	157.54				
4542 KETCHUM COMPUTERS											
21864	1	Admin: Mo.updts, Battery Backup rtn/maint, Cloud, e	Invoice	08/31/2026	09/28/2026	906.67	906.67	100-15-41313		926	1
21864	2	Admin: Mo.updts, Battery Backup rtn/maint, Cloud, e	Invoice	08/31/2026	09/28/2026	906.67	906.67	200-15-41313		926	1
21864	3	Admin: Mo.updts, Battery Backup rtn/maint, Cloud, e	Invoice	08/31/2026	09/28/2026	906.66	906.66	210-15-41313		926	1
21864	4	CD: Drive Space cleanup	Invoice	08/31/2026	09/28/2026	112.50	112.50	100-20-41313		926	1
21864	5	WW: Bryson PC setup	Invoice	08/31/2026	09/28/2026	225.00	225.00	210-70-41313		926	1
21864	6	Water: Cybersecurirty adj. access software updts.	Invoice	08/31/2026	09/28/2026	731.25	731.25	200-60-41313		926	1
21864	7	HPD: Trblsht HPD1 & HPD3, SWET udt	Invoice	08/31/2026	09/28/2026	1,181.25	1,181.25	100-25-41313		926	1
21864	8	Streets: Setup AJ, Server maint	Invoice	08/31/2026	09/28/2026	506.25	506.25	100-40-41313		926	1
21918	1	Admin: Mo.updts, Battery Backup maint, Hosted Cas	Invoice	09/22/2026	09/28/2026	487.50	487.50	100-15-41313		926	1
21918	2	Admin: Mo.updts, Battery Backup maint, Hosted Cas	Invoice	09/22/2026	09/28/2026	487.50	487.50	200-15-41313		926	1
21918	3	Admin: Mo.updts, Battery Backup maint, Hosted Cas	Invoice	09/22/2026	09/28/2026	487.50	487.50	210-15-41313		926	1
21918	4	WW: Remote access planning, VPN testing, Cyberse	Invoice	09/22/2026	09/28/2026	3,318.75	3,318.75	210-70-41313		926	1
21918	5	Water: Cradlepoint, Firmware/OS updts, Camera inst	Invoice	09/22/2026	09/28/2026	1,575.00	1,575.00	200-60-41313		926	1
21918	6	HFD: VPN testing, Internet maint, Starlink install	Invoice	09/22/2026	09/28/2026	1,575.00	1,575.00	100-55-41313		926	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
21918	7	Library: Lexie account setup	Invoice	09/22/2026	09/28/2026	112.50	112.50	100-45-41313		926	1
21918	8	HPD: HPD4 SWET maint	Invoice	09/22/2026	09/28/2026	112.50	112.50	100-25-41313		926	1
Total 4542 KETCHUM COMPUTERS:						13,632.50	13,632.50				
3295 KNOTT, JEANNE											
09/04/2	1	August program contract	Invoice	09/04/2026	09/28/2026	300.00	300.00	100-45-41326		926	1
Total 3295 KNOTT, JEANNE:						300.00	300.00				
386 L.L. GREENS											
A81068	1	CHAIN FOR PUMP HOUSES	Invoice	09/08/2026	09/28/2026	16.24	16.24	200-60-41413		926	1
B51546	1	Lightbulbs - shelf bracket	Invoice	09/19/2026	09/28/2026	50.92	50.92	100-45-41413		926	1
C27275	1	PARTS FOR CAMERA INSTALL	Invoice	09/01/2026	09/28/2026	17.96	17.96	200-60-41413		926	1
C27332	1	ELECTRICAL PARTS FOR CAMERAS	Invoice	09/03/2026	09/28/2026	108.43	108.43	200-60-41413		926	1
D89013	1	Gloves, KEY	Invoice	09/14/2026	09/28/2026	13.98	13.98	100-50-41215		926	1
Total 386 L.L. GREENS:						207.53	207.53				
227 L.N. CURTIS AND SONS											
INV110	1	#INV1101184 UNIFORM PANTS	Invoice	08/18/2026	09/28/2026	170.73	170.73	100-25-41703		926	1
INV110	1	#INV1101601 UNIFORM PANTS	Invoice	08/19/2026	09/28/2026	168.78	168.78	100-25-41703		926	1
INV110	1	#INV1102255 HANDCUFFS AND RADIO MOUNT	Invoice	08/21/2026	09/28/2026	130.47	130.47	100-25-41703		926	1
INV110	1	EMS GRANT - #INV1104960	Invoice	08/28/2026	09/28/2026	14,371.11	14,371.11	100-55-41219	26.55.0004.1	926	1
Total 227 L.N. CURTIS AND SONS:						14,841.09	14,841.09				
6653 LEADSONLINE PARENT, LLC											
427883	1	# INVESTIGATION SYSTEM FOR HPD	Invoice	09/18/2026	09/28/2026	2,745.50	2,745.50	100-25-41711		926	1
Total 6653 LEADSONLINE PARENT, LLC:						2,745.50	2,745.50				
547 LES SCHWAB TIRE CENTER - STREETS											
117010	1	TIRES #A68778	Invoice	09/10/2026	09/28/2026	1,754.03	1,754.03	210-70-41415		926	1
Total 547 LES SCHWAB TIRE CENTER - STREETS:						1,754.03	1,754.03				
3316 LYNNGSOE SYSTEMS, INC											
008928	1	RFID tags	Invoice	09/23/2026	09/28/2026	3,640.00	3,640.00	100-45-41323		926	1
008928	2	Shipping	Invoice	09/23/2026	09/28/2026	117.00	117.00	100-45-41213		926	

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 3316 LYNGSOE SYSTEMS, INC:						3,757.00	3,757.00				
3328 MAULDIN, KALIE											
001	1	Waterclass Color Stipend	Invoice	09/10/2026	09/28/2026	50.00	50.00	100-45-41326		926	1
Total 3328 MAULDIN, KALIE:						50.00	50.00				
4000 MOUNTAIN WEST BANK											
XXX-14	1	New Fire Apparatus - Interest Pmnt	Invoice	09/11/2026	09/28/2026	5,363.52	5,363.52	120-55-41549		926	1
XXX-14	2	New Fire Apparatus - Principal Pmnt	Invoice	09/11/2026	09/28/2026	106,571.56	106,571.56	120-55-41549		926	1
Total 4000 MOUNTAIN WEST BANK:						111,935.08	111,935.08				
1255 NAPA AUTO PARTS - STREETS #1228											
083126	1	SVC CHG 083126	Invoice	08/31/2026	09/28/2026	3.51	3.51	100-40-41405		926	1
Total 1255 NAPA AUTO PARTS - STREETS #1228:						3.51	3.51				
307 NORTH CENTRAL LABORATORIES											
540183	1	QA/QC STANDARD WW	Invoice	08/26/2026	09/28/2026	58.53	58.53	210-70-41795		926	1
540260	1	LAB SUPPLIES WW	Invoice	08/25/2026	09/28/2026	455.49	455.49	210-70-41795		926	1
Total 307 NORTH CENTRAL LABORATORIES:						514.02	514.02				
50298 O'REILLY AUTO PARTS											
4635-2	1	CAR CLEANING SUPPLIES - #4635-237275	Invoice	08/21/2026	09/28/2026	35.47	35.47	100-55-41415		926	1
4635-2	1	CAR SUPPLIES WW	Invoice	09/03/2026	09/28/2026	33.97	33.97	210-70-41421		926	1
4635-2	1	WIPER BLADES AND FLUID	Invoice	09/10/2026	09/28/2026	60.99	60.99	200-60-41415		926	1
4635-2	1	HEX SET HPD	Invoice	09/11/2026	09/28/2026	5.99	5.99	100-25-41415		926	1
4635-2	1	WATER PUMP/BELT/PULLEY HPD SRO	Invoice	09/14/2026	09/28/2026	307.17	307.17	100-25-41415		926	1
4635-2	1	COOLANT HOSE	Invoice	09/16/2026	09/28/2026	8.14	8.14	100-25-41415		926	1
4635-2	1	HOSE CLAMP/COOLANT CAP	Invoice	09/16/2026	09/28/2026	11.15	11.15	100-25-41415		926	1
4635-2	1	WIPER BLADES	Invoice	09/18/2026	09/28/2026	54.00	54.00	100-25-41415		926	1
4635-2	1	#4635-245999 ANTI THEFT AND TERMINAL	Invoice	09/21/2026	09/28/2026	77.98	77.98	100-25-41415		926	1
4635-2	2	#4635-245999 ANTI THEFT AND TERMINAL CREDI	Invoice	09/21/2026	09/28/2026	73.98-	73.98-	100-25-41415		926	1
Total 50298 O'REILLY AUTO PARTS:						520.88	520.88				

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
755 O'REILLY AUTO PARTS - STREETS #2883989											
4635-2	2	MEGACRIMP #4006	Invoice	09/10/2026	09/28/2026	62.31	62.31	100-40-41405		926	1
4635-2	1	MEGACRIMP #4006	Invoice	09/10/2026	09/28/2026	62.31	62.31	100-40-41405		926	1
Total 755 O'REILLY AUTO PARTS - STREETS #2883989:						124.62	124.62				
6217 OVERDRIVE											
03040C	1	Ebook purchases 092026	Invoice	09/18/2026	09/28/2026	904.52	904.52	100-45-41535		926	1
Total 6217 OVERDRIVE:						904.52	904.52				
130 OXARC											
003264	1	SERVICE CHARGE	Invoice	08/31/2026	09/28/2026	2.00	2.00	210-70-41421		926	1
003264	1	SVC CHR 8/31/26	Invoice	08/31/2026	09/28/2026	2.00	2.00	100-40-41719		926	1
003265	1	TANK RENTALS WW	Invoice	09/09/2026	09/28/2026	796.77	796.77	210-70-41775		926	1
006234	1	TANK RENTALS WW	Invoice	08/31/2026	09/28/2026	111.27	111.27	210-70-41775		926	1
006235	1	TANK RENTAL FEE W.	Invoice	08/31/2026	09/28/2026	9.61	9.61	200-60-41795		926	1
006235	1	GEMACEMCB	Invoice	08/31/2026	09/28/2026	38.44	38.44	100-40-41719		926	1
Total 130 OXARC:						960.09	960.09				
4847 PETTIT, SARA											
002 09.	1	Stipend - Adult Spanish Class	Invoice	09/10/2026	09/28/2026	200.00	200.00	100-45-41326		926	1
Total 4847 PETTIT, SARA:						200.00	200.00				
2370 PIPECO, INC.											
S65553	1	BULLION PATH - PROMENADE - 4" x 100' PERF W/	Invoice	08/26/2026	09/28/2026	188.35	188.35	120-40-41549	24.40.0002.1	926	1
S65676	1	BULLION PATH - PROMENADE - 4" x 100' PERF W/	Invoice	09/02/2026	09/28/2026	194.23	194.23	120-40-41549	24.40.0002.1	926	1
S65756	1	SCH80 4" SLIP WW	Invoice	09/09/2026	09/28/2026	42.32	42.32	210-70-41419		926	1
Total 2370 PIPECO, INC.:						424.90	424.90				
438 PLATT											
7Q215	1	WEATHER PROOF BOX FOR INDIAN CREEK CAM	Invoice	09/01/2026	09/28/2026	115.99	115.99	200-60-41401		926	1
7Q581	1	BULLION - IRRIG'N, UTILITY BOX	Invoice	09/09/2026	09/28/2026	774.33	774.33	120-40-41549	24.40.0002.1	926	1
7Q927	1	BULLION - IRRIG'N, UTILITY BOX	Invoice	09/11/2026	09/28/2026	131.68	131.68	120-40-41549	24.40.0002.1	926	1
Total 438 PLATT:						1,022.00	1,022.00				

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period	Separate Check
50812 PLAYDAY STUDIO LLC											
1037	1	Invoice#1037 MURAL	Invoice	09/11/2026	09/28/2026	10,000.00	10,000.00	100-20-41709		926	1
Total 50812 PLAYDAY STUDIO LLC:						10,000.00	10,000.00				
4665 PREMIER TRUCK GROUP											
786613	1	HAUL TRUCK PROGRAMMING WW	Invoice	09/15/2026	09/28/2026	241.50	241.50	210-70-41421		926	1
Total 4665 PREMIER TRUCK GROUP:						241.50	241.50				
3329 REINKE, CHERI S											
004	1	Tech Class Stipend	Invoice	09/10/2026	09/28/2026	75.00	75.00	100-45-41326		926	1
Total 3329 REINKE, CHERI S:						75.00	75.00				
4635 ROPES END PROPERTY SERVICES LLC											
21048	1	RODENT CONTROL - #21048	Invoice	09/08/2026	09/28/2026	95.00	95.00	100-55-41711		926	1
Total 4635 ROPES END PROPERTY SERVICES LLC:						95.00	95.00				
4893 ROWLAND, FRANK											
23	1	Pacific Steel & Recycling Order#1204295 Invoice#93	Invoice	06/18/2026	09/28/2026	174.54	174.54	100-20-41709		926	1
Total 4893 ROWLAND, FRANK:						174.54	174.54				
1608 SAFETY SUPPLY & SIGN											
199075	1	SIGN POSTS T2X12' TELES PAR	Invoice	08/14/2026	09/28/2026	2,189.00	2,189.00	100-40-41403		926	1
Total 1608 SAFETY SUPPLY & SIGN:						2,189.00	2,189.00				
6639 SERVIN PROPERTY SERVICES											
1207	1	Library cleaning Sept 26	Invoice	09/21/2026	09/28/2026	3,132.00	3,132.00	100-45-41413		926	1
Total 6639 SERVIN PROPERTY SERVICES:						3,132.00	3,132.00				
915 SOUTHERN IDAHO SOLID WASTE											
003642	1	TRANSFER MSW WW	Invoice	07/01/2026	09/28/2026	10.00	10.00	210-70-41419		926	1
003643	1	MSW MIN WW	Invoice	07/02/2026	09/28/2026	10.00	10.00	210-70-41419		926	1
003688	1	CLEAN WOOD WASTE WW	Invoice	08/11/2026	09/28/2026	194.24	194.24	210-70-41419		926	1
003721	1	ASPHALT DIRT LUMBER WW	Invoice	09/10/2026	09/28/2026	22.78	22.78	210-70-41419		926	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
06-003	1	LOADER FEE WW	Invoice	08/03/2026	09/28/2026	100.00	100.00	210-70-41313		926	1
Total 915 SOUTHERN IDAHO SOLID WASTE:						337.02	337.02				
1212 SPRONK WATER ENGINEERS INC											
WRV03	1	378.03 BIG WOOD GW MGMT TECH WRKG GRP	Invoice	09/10/2026	09/28/2026	437.50	437.50	200-60-41313		926	1
Total 1212 SPRONK WATER ENGINEERS INC:						437.50	437.50				
3313 SQUARE D CONSTRUCTION											
2611-3	1	PM AND COORD WW	Invoice	08/31/2026	09/28/2026	1,827.00	1,827.00	210-70-41313		926	1
Total 3313 SQUARE D CONSTRUCTION:						1,827.00	1,827.00				
1506 STANDARD PLUMBING SUPPLY											
BDWK2	1	4" SLIP SCH 80 FITTING WW	Invoice	09/09/2026	09/28/2028	37.46	37.46	210-70-41419		926	1
Total 1506 STANDARD PLUMBING SUPPLY:						37.46	37.46				
6655 STOP STICK, LTD.											
2026-4	1	STOP STICKS FOR HPD VEHICLES	Invoice	09/16/2026	09/28/2026	4,914.00	4,914.00	100-25-41419		926	1
Total 6655 STOP STICK, LTD.:						4,914.00	4,914.00				
283 STRIVE WORKPLACE SOLUTIONS											
QT-590	1	OFFICE DESKS FOR PATROL ROOM - #QT-5900 5	Invoice	09/21/2026	09/28/2026	13,505.92	13,505.92	100-25-41411		926	1
Total 283 STRIVE WORKPLACE SOLUTIONS:						13,505.92	13,505.92				
4735 TESSA BAKER											
CR RE	1	CR REF: 2850 GLENBROOK DR	Invoice	08/20/2026	09/28/2026	4.18	4.18	100-00-15110		926	1
Total 4735 TESSA BAKER:						4.18	4.18				
6654 TIFFIN METAL PRODUCTS, LLC											
003653	1	#0036537 EVIDENCE LOCKERS FOR HPD	Invoice	09/09/2026	09/28/2026	13,357.00	13,357.00	100-25-41537		926	1
Total 6654 TIFFIN METAL PRODUCTS, LLC:						13,357.00	13,357.00				

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Net Invoice Check Amount	GL Account Number	Job Number	GL Period	Separate Check
2595 ULINE											
212901	1	REFLECTIVE TAPE RED/WHT	Invoice	09/03/2026	09/28/2026	139.22	139.22	100-40-41405		926	1
601027	1	#60102748 OFFICE FURNITURE FOR HPD PATRO	Invoice	09/17/2026	09/28/2026	6,346.76	6,346.76	100-25-41537		926	1
Total 2595 ULINE:						6,485.98	6,485.98				
2817 UNITED OIL											
090398	1	BULK FUEL WW	Invoice	09/10/2026	09/28/2026	3,579.14	3,579.14	210-70-41719		926	1
CL1789	1	HFD FUEL - #CL17897	Invoice	08/15/2026	09/28/2026	294.15	294.15	100-55-41719		926	1
CL1889	1	PUMPED VEHICLE FUEL W.	Invoice	08/31/2026	09/28/2026	415.20	415.20	200-60-41719		926	1
CL1889	1	HFD FUEL - #CL18891	Invoice	08/31/2026	09/28/2026	520.64	520.64	100-55-41719		926	1
CL1889	1	STREETS FUEL CHARGES	Invoice	09/15/2026	09/28/2026	904.83	904.83	100-40-41719		926	1
CL1988	1	PUMPED VEHICLE FUEL W.	Invoice	09/15/2026	09/28/2026	547.98	547.98	200-60-41719		926	1
CL1988	1	#CL19884 HPD FUEL	Invoice	09/15/2026	09/28/2026	1,800.72	1,800.72	100-25-41719		926	1
Total 2817 UNITED OIL:						8,062.66	8,062.66				
22444 USA BLUE BOOK											
SCN01	1	CREDIT	Invoice	09/14/2026	09/28/2026	179.95-	179.95-	200-60-41403		926	1
Total 22444 USA BLUE BOOK:						179.95-	179.95-				
2020 VALLEY WIDE COOPERATIVE											
100784	1	PROPANE	Invoice	09/08/2026	09/28/2026	56.91	56.91	100-40-41719		926	1
100834	1	BARN MAT	Invoice	09/10/2026	09/28/2026	89.99	89.99	100-40-41405		926	1
100850	1	LOWER LOT - GATE LOCK, GALV GATE 2"	Invoice	09/10/2026	09/28/2026	388.98	388.98	100-40-41413		926	1
Total 2020 VALLEY WIDE COOPERATIVE:						535.88	535.88				
762 VERIZON WIRELESS											
615246	1	MONTHLY CELL PHONE BILL Parks only	Invoice	09/01/2026	09/28/2026	72.08	72.08	100-50-41713		926	1
615286	1	MONTHLY CELL PHONE BILL STREETS	Invoice	09/07/2026	09/28/2026	157.42	157.42	100-40-41713		926	1
615286	2	MONTHLY CELL PHONE BILL WATER	Invoice	09/07/2026	09/28/2026	145.23	145.23	200-60-41713		926	1
615286	3	MONTHLY CELL PHONE BILL WASTE WATER	Invoice	09/07/2026	09/28/2026	249.60	249.60	210-70-41713		926	1
615286	4	CELL PHONE BILL PARKS	Invoice	09/07/2026	09/28/2026	78.71	78.71	100-50-41713		926	1
615286	5	MONTHLY CELL PHONE BILL HFD	Invoice	09/07/2026	09/28/2026	58.24	58.24	100-55-41713		926	1
Total 762 VERIZON WIRELESS:						761.28	761.28				

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
3327 WATSON, ADELIA M.											
003	1	Stipend - Ingles Class Fall Session	Invoice	09/10/2026	09/28/2026	125.00	125.00	100-45-41326		926	1
Total 3327 WATSON, ADELIA M.:						125.00	125.00				
4004 WAXIE SANITARY SUPPLY											
828091	1	library restroom soap	Invoice	10/21/2024	01/27/2025	119.12	119.12	100-45-41215		125	1
828091	1	Ref-restroom soap	Invoice	01/16/2025	01/27/2025	119.12-	119.12-	100-45-41215		125	1
Total 4004 WAXIE SANITARY SUPPLY:						.00	.00				
4108 WIEDERRICK'S CUSTOM METALWORK											
3881	1	custom table for hop porter	Invoice	09/23/2026	09/28/2026	7,500.00	7,500.00	100-50-41403		926	1
Total 4108 WIEDERRICK'S CUSTOM METALWORK:						7,500.00	7,500.00				
6233 WINNS COMPOST											
08/10/2	1	WOOD WASTE WW	Invoice	08/10/2026	09/28/2026	149.31	149.31	210-70-41419		926	1
08/10/2	1	GREEN WASTE WW	Invoice	08/10/2026	09/28/2026	68.95	68.95	210-70-41419		926	1
08/10/2	1	WOOD WASTE WW	Invoice	08/10/2026	09/28/2026	139.86	139.86	210-70-41419		926	1
08/11/2	1	WOOD WASTE WW	Invoice	08/11/2026	09/28/2026	18.09	18.09	210-70-41419		926	1
220111	1	50/50 MIX	Invoice	04/16/2026	09/28/2026	625.00	625.00	120-50-41539	24.40.0002.1	926	1
220123	1	BULLION PROMENADE - H. PORTER - TOP SOIL	Invoice	04/21/2026	09/28/2026	4,200.00	4,200.00	120-50-41539	24.40.0002.1	926	1
221,56	1	50/50 MIX	Invoice	04/14/2026	09/28/2026	400.00	400.00	120-50-41539	24.40.0002.1	926	1
227,110	1	MIXED WOOD	Invoice	08/10/2026	09/28/2026	68.95	68.95	100-50-41405		926	1
227,13	1	MIXED WOOD	Invoice	08/10/2026	09/28/2026	139.86	139.86	100-50-41405		926	1
227,13	1	MIXED WOOD	Invoice	08/10/2026	09/28/2026	149.31	149.31	100-50-41405		926	1
227,17	1	MIXED WOOD	Invoice	08/11/2026	09/28/2026	18.09	18.09	100-50-41405		926	1
Total 6233 WINNS COMPOST:						5,977.42	5,977.42				
Total :						697,130.73	697,130.73				
Grand Totals:						697,130.73	697,130.73				

Summary by General Ledger Account Number

GL Account Number	Debit	Credit	Net
100-00-15110	481.84	.00	481.84
1000020301	647.49	647.49-	.00
100-10-41717	100.44	.00	100.44
100-15-41126	98.73	.00	98.73
100-15-41215	55.13	.00	55.13
100-15-41313	9,852.17	.00	9,852.17
100-15-41319	91.50	.00	91.50
100-15-41323	55.19	.00	55.19
100-15-41515	870.28	.00	870.28
100-15-41701	104.30	.00	104.30
100-15-41711	110.62	.00	110.62
100-15-41713	1.91	.00	1.91
100-15-41724	43.44	.00	43.44
100-20-41126	814.21	.00	814.21
100-20-41211	88.46	.00	88.46
100-20-41313	112.50	.00	112.50
100-20-41315	4,636.77	.00	4,636.77
100-20-41319	43.24	.00	43.24
100-20-41323	327.40	.00	327.40
100-20-41709	10,190.50	.00	10,190.50
100-20-41713	1.91	.00	1.91
100-25-41126	3,258.20	.00	3,258.20
100-25-41215	387.56	.00	387.56
100-25-41313	5,860.75	.00	5,860.75
100-25-41319	4,174.86	.00	4,174.86
100-25-41411	13,505.92	.00	13,505.92
100-25-41413	1,365.28	.00	1,365.28
100-25-41415	484.43	73.98-	410.45
100-25-41419	4,914.00	.00	4,914.00
100-25-41527	9,027.50	.00	9,027.50
100-25-41537	19,703.76	.00	19,703.76
100-25-41703	594.23	.00	594.23
100-25-41711	13,245.50	.00	13,245.50
100-25-41713	1.91	.00	1.91
100-25-41717	567.34	.00	567.34
100-25-41719	1,800.72	.00	1,800.72
100-25-41724	263.40	.00	263.40
100-40-41126	468.87	.00	468.87
100-40-41215	83.01	.00	83.01
100-40-41313	506.25	.00	506.25
100-40-41319	4.15	.00	4.15

Summary by General Ledger Account Number

GL Account Number	Debit	Credit	Net
100-40-41403	12,210.32	.00	12,210.32
100-40-41405	52,900.12	286.39-	52,613.73
100-40-41413	708.91	.00	708.91
100-40-41713	159.33	.00	159.33
100-40-41715	64.31	.00	64.31
100-40-41717	5,351.98	.00	5,351.98
100-40-41719	1,002.18	.00	1,002.18
100-40-41775	109,889.77	.00	109,889.77
100-42-41126	57.56	.00	57.56
100-42-41215	3.53	.00	3.53
100-42-41549	266.96	.00	266.96
100-42-41713	.64	.00	.64
100-42-41717	298.70	.00	298.70
100-45-41126	943.60	.00	943.60
100-45-41213	117.00	.00	117.00
100-45-41215	453.08	119.12-	333.96
100-45-41313	112.50	.00	112.50
100-45-41323	4,474.00	.00	4,474.00
100-45-41326	1,622.32	.00	1,622.32
100-45-41413	5,235.48	.00	5,235.48
100-45-41515	75.00	.00	75.00
100-45-41533	146.55	.00	146.55
100-45-41535	943.49	.00	943.49
100-45-41539	239.58	.00	239.58
100-45-41549	486.00	.00	486.00
100-45-41717	759.08	.00	759.08
100-45-41723	1,119.00	.00	1,119.00
100-50-41215	1,056.02	.00	1,056.02
100-50-41403	7,643.64	.00	7,643.64
100-50-41405	695.21	.00	695.21
100-50-41603	55,427.00	.00	55,427.00
100-50-41617	59.88	.00	59.88
100-50-41701	184.79	.00	184.79
100-50-41713	150.79	.00	150.79
100-50-41717	35,412.90	.00	35,412.90
100-50-41718	3,224.03	.00	3,224.03
100-50-41724	224.96	.00	224.96
100-55-41126	172.67	.00	172.67

Summary by General Ledger Account Number

GL Account Number	Debit	Credit	Net
100-55-41215	331.16	.00	331.16
100-55-41217	550.14	.00	550.14
100-55-41219	14,549.11	.00	14,549.11
100-55-41313	1,575.00	.00	1,575.00
100-55-41405	483.93	.00	483.93
100-55-41415	1,291.86	.00	1,291.86
100-55-41417	77.95	.00	77.95
100-55-41711	170.52	.00	170.52
100-55-41713	60.15	.00	60.15
100-55-41717	513.88	.00	513.88
100-55-41719	814.79	.00	814.79
100-55-41724	948.49	.00	948.49
100-55-41747	424.78	.00	424.78
120-40-41549	9,446.39	.00	9,446.39
120-50-41539	5,225.00	.00	5,225.00
120-55-41549	111,935.08	.00	111,935.08
200-15-41126	98.73	.00	98.73
200-15-41215	55.13	.00	55.13
200-15-41313	1,852.17	.00	1,852.17
200-15-41319	91.50	.00	91.50
200-15-41323	55.19	.00	55.19
200-15-41515	870.28	.00	870.28
200-15-41711	110.62	.00	110.62
200-15-41713	1.91	.00	1.91
200-15-41724	43.44	.00	43.44
200-42-41126	57.56	.00	57.56
200-42-41215	3.53	.00	3.53
200-42-41549	266.96	.00	266.96
200-42-41713	.64	.00	.64
200-42-41717	298.70	.00	298.70
200-60-41126	468.87	.00	468.87
200-60-41213	146.20	.00	146.20
200-60-41313	20,710.75	.00	20,710.75
200-60-41325	668.38	.00	668.38
200-60-41401	563.16	.00	563.16
200-60-41403	7,825.00	179.95-	7,645.05
200-60-41405	140.92	.00	140.92
200-60-41411	70.00	.00	70.00

Summary by General Ledger Account Number

GL Account Number	Debit	Credit	Net
200-60-41413	233.08	.00	233.08
200-60-41415	223.52	.00	223.52
200-60-41703	18.99	.00	18.99
200-60-41713	146.19	.00	146.19
200-60-41717	384.54	.00	384.54
200-60-41719	963.18	.00	963.18
200-60-41723	180.00	.00	180.00
200-60-41795	9.61	.00	9.61
210-15-41126	98.74	.00	98.74
210-15-41215	55.13	.00	55.13
210-15-41313	1,852.16	.00	1,852.16
210-15-41319	91.49	.00	91.49
210-15-41323	55.20	.00	55.20
210-15-41515	870.27	.00	870.27
210-15-41711	110.64	.00	110.64
210-15-41713	1.91	.00	1.91
210-15-41724	43.43	.00	43.43
210-42-41126	57.55	.00	57.55
210-42-41215	3.53	.00	3.53
210-42-41549	266.96	.00	266.96
210-42-41713	1.61	.00	1.61
210-42-41717	298.70	.00	298.70
210-70-41126	345.34	.00	345.34
210-70-41213	39.78	.00	39.78
210-70-41313	5,470.75	.00	5,470.75
210-70-41325	635.50	.00	635.50
210-70-41405	166.41	98.16-	68.25
210-70-41413	49,983.54	.00	49,983.54
210-70-41415	1,754.03	.00	1,754.03
210-70-41419	781.32	.00	781.32
210-70-41421	1,104.65	.00	1,104.65
210-70-41423	7,102.57	.00	7,102.57
210-70-41549	2,041.43	.00	2,041.43
210-70-41703	457.80	.00	457.80
210-70-41713	249.60	.00	249.60
210-70-41717	14,776.90	.00	14,776.90
210-70-41719	3,579.14	.00	3,579.14
210-70-41775	908.04	.00	908.04

Summary by General Ledger Account Number

GL Account Number	Debit	Credit	Net
210-70-41795	946.72	.00	946.72
220-65-41403	6,589.45	.00	6,589.45
Grand Totals:	698,535.82	1,405.09-	697,130.73

Summary by General Ledger Posting Period

GL Posting Period	Debit	Credit	Net
01/25	119.12	119.12-	.00
05/25	.00	172.39-	172.39-
04/26	114.00	114.00-	.00
08/26	647.49	.00	647.49
09/26	693,088.21	999.58-	692,088.63
10/26	4,567.00	.00	4,567.00
Grand Totals:	698,535.82	1,405.09-	697,130.73

Return to Agenda



SVED Quarterly Update

City of Hailey
September 28, 2026

Recent Updates

- **Supporting Lead Org's in Sustainability, Childcare and Workforce Housing – MT2030, WRELC, ARCH/LEAP, etc.**
- **Workforce Development – Helped develop summer internships w/ F+W in construction and trades; working with businesses to identify 2027 opportunities**
- **Education – Cyber RT, Small Biz Workshop, INL Field Trip**
- **Compiling Economic Data & Analysis – '25 Profiles ready**
- **Looking for Grants for our Public Partners – e.g. GEM grant for Hailey wayfinding signage**
- **“Placemaking” – Events like FIFA WC public viewings in the summer, WR Trails Challenge right now**



Looking Ahead

- Engage the local business community and the state of Idaho for AWC '27
- Looking at past COK business community surveys and launching new ones particularly around our air service and childcare adequacy
- SVED's role in advancing a regional economic development strategy
- Incubator for central valley
- Late Fall Community Roundtable event – still finalizing topic, perhaps Succession Planning



Thank You for your Time!

- **Mel Jackson**
- Executive Director
- Sun Valley Economic Development
- (208) 350-0539
- Mel@SunValleyEconomy.org
- www.SunValleyEconomy.com



Return to Agenda

AGENDA ITEM SUMMARY

DATE: 09/27/26 **DEPARTMENT:** Administration **DEPT. HEAD SIGNATURE:** LH

SUBJECT: Clear Creek Disposal Rate Increase Request

AUTHORITY: ☐ ID Code _____ ☐ IAR _____ ☐ City Ordinance/Code Ord. 1282;
Resolutions 21-044, 21-045, 22-103

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

As permitted under the governing documents, Clear Creek Disposal is requesting a commercial and residential solid waste/curbside recycle rate increase of 3.9% based on several inflationary factors:

- Modest increases in diesel, gasoline and labor costs
- Increase in tipping fees at Milner Butte Landfill (from \$81 to \$83.50 per ton)

The city adopted rates include recycling within the base fee.

Attachments to this report:

- a) [Letter from Clear Creek Disposal requesting rate increase and supporting documentation](#)
- b) [Ordinance No. 1282 Franchise Agreement \(background only, no changes proposed\)](#)
- c) [Resolution 2026-_____, this will replace Resolution 2025-083 \(Hold-back Provision, Section 5.c\)](#)
- d) [Resolution 2026-_____, new fee schedule](#)

1. Background

In 2021, the City adopted a new Franchise Agreement with Clear Creek Disposal on May 10, 2021 (**Ord. No. 1282**). The Franchise Agreement grants use of city streets and rights of way exclusively to Clear Creek Disposal for a ten (10) year term. The Franchise Agreement creates definitions, creates a grant of franchise and makes solid waste services mandatory within city limits; outlines rights and obligations of the City; duties of residential and commercial customers; annexation provisions. Much discussion took place regarding curbside recycling and incentivizing users to switch to a small garbage can size. The 2021 Franchise Agreement Ordinance provides for continued work to occur each year to complete the effort toward development of programs to benefit rate payers in future years, including new services.

The City also adopted annual resolutions related to the above. **Resolutions 2021-045, 2022-103, 2023-134 and 2024-077** outline the terms of the Franchise Agreement. **Resolutions 2021-044, 2022-116, 2023-133, 2024-076 and 2025-083** establish annual rates for the various types of garbage service outlined in the Franchise Agreement.

Resolutions 2021-045, 2022-103, 2023-134, 2024-077 and 2025-083: terms of the Franchise Agreement.

These resolutions stipulate a list of approved fees, duties and responsibilities of the contractor and the city, franchise fees, data collection. Hailey's responsibilities include billing of customers (included in the municipal utility bill) and payment to Clear Creek. Section 5.c stipulates that Hailey remit to Clear Creek fees received to the contractor on a monthly basis, less 7% (retained for billing services, educational outreach) and 6% for the exclusive franchise fee. See discussion of Hold-back provision further in this report.

2. Request by Clear Creek.

The attached letter dated September 2, 2026, outlines Clear Creeks request for the rate increase. In a

nutshell, the rate increase is based on inflationary factors:

- Modest increases in fuel and labor costs
- \$81/ton to \$83.50/ton increase in tipping fees at Milner Butte Landfill

Staff concurs that these rate increases are justified with the documentation submitted.

Resolutions 2021-044, 2022-116, 2023-133, 2024-076 and 2025-__: Rate increases. Rates were established in Resolution [2022-116](#). At the time of adoption, Council wished to encourage migration to smaller carts. Therefore, the rate for smaller carts was pushed lower than initially recommended by Clear Creek, and the rates for medium and larger carts pushed higher. Additionally, the charge for switching cart size was waived for the initial six (6) months to encourage cart migration to small carts. While there was a period of migration of 30 smaller carts in the initial month, these numbers dropped to approx. five (5) per month, which was fully offset by similar increases in cart size in the same month. Staff and Clear Creek have concluded that the rate incentives were largely ineffective. While the City retains a goal of encouraging households to move towards smaller carts, in 2022 the council found that the rate increase should be consistent across residential cart size, for simplicity and future tracking of rates and costs.

The attached documents outline how Clear Creek arrived at the rate increase. Staff have reviewed these numbers and are comfortable with the methodology. Clear Creek has proposed that the rate for residential and commercial customers be increased by **3.9%**.

In summary, staff concurs that the rate increase is reasonable given the cost factors outlined by Clear Creek.

3. Hold Back Proviso Trust Account

As outlined in the background and within Section 5.c of Resolution 2025-083, it stipulates that Hailey remit fees collected to the contractor on a monthly basis, less 7% retained for billing services and 6% for the exclusive franchise fee. Section 5.c(i) outlines a Hold-back provision under which monthly payments to Clear Creek may not exceed \$168,500, with excess collections being held in an interest-bearing trust account *...to benefit the ratepayers in future rate resetting, including those contemplated, under negotiation, new services.*¹ Staff concurs with Clear Creek that the intent of the Hold-back provision was for new and expanded services, generally related to recycling and NOT for new customer growth. Clear Creek has been servicing new customers over the last year and absorbing the costs: a total of 56² new residential and 1 new commercial customers since June 1, 2026-present. Adoption of higher rates requires the “ceiling” be increased on this Hold Back Trust Account. Staff and Clear Creek concur that a new maximum monthly payment of \$176,800 is reasonable based on staff review of the contract revenues. Staff concurs that the applicant should be re-imbursed now from this Hold Back Trust Account for costs associated with new growth absorbed during the contract year in the amount of \$50,798, and that Council approve staff to reimburse for the remainder of the period (June 1, 2026, through September 30, 2026) until the new rates are in effect in the amount of \$16,772 for a total of \$67,570.

Regarding the Hold Back Proviso, staff is in process with Clear Creek in determining the amount in the fund and possible projects that the funds can be spent on. Staff and Clearcreek agree that this section of the resolution likely needs to be renegotiated for clarity and transparency.

4. Wildlife

Ketchum has recently implemented a wildlife-resistant trash bins. Fees will increase as part of this program, at a rate of \$3.21 per month for a 95-gallon bin plus a one-time delivery fee of \$12. The

¹ Hailey Resolution 2021-045, Section 5.c(i)

² 35 customers @68 gal; 21 @ 96 gal; 21 @ 32 gal

Ketchum program is going well. If the Council is interested in such a program, staff strongly recommends a pilot program to monitor success and citizen support.

New Recycling Services Progress Report

Progress has been made over the last four (4) years to explore expanded recycling opportunities in Hailey. This includes:

1. **Community Compost Program.** This popular program continues to serve Hailey residents. The City offers six locations for the public to drop off food scraps free of charge. As part of their valley-wide food waste route, Clear Creek picks up the food scraps from the compost bins twice a week to accommodate the amount of food waste the City has been receiving, and to reduce the potential for odor. There are 68-gallon Clear Creek disposal carts within the orange compost unit housing - the driver pulls the bins out, picks up the bin with the truck to empty it, lines the bin with a compostable bag to help reduce mess within the cart, and places the cart back in the orange housing. Clear Creek then takes the food scraps to Winn's Compost where they are turned into a nutrient dense soil amendment. On average, Hailey sends 1,300 lbs of food scraps to Winn's each week. 518 users have registered for the Bluetooth-enabled app that opens the compost bins, while others prefer to use the keypad provided on four of the bins to open and deposit their food scraps.
2. **Continued regional sustainability planning, recycling, and waste reduction** Hailey continues participate regional sustainability programming, including the Circular Economy Task Force for Blaine County's Climate Action Plan (CAP). This Task Force, which includes Hailey, other jurisdictions, Clear Creek, Winn and other stakeholders, has established regional goals for recycling and waste reduction, which were adopted as part of the CAP.
3. **Recycling and the Hailey Sustainability Action Plan** The Hailey City Council recently adopted the City of Hailey 2026 Sustainability Action Plan, which has a section devoted to the Circular Economy and Waste Reduction. With the adoption of this plan, City staff now have a roadmap to pursue additional waste reduction, reuse, and recycling opportunities.
4. **New program development** Unrelated to the recycling efforts with Clear Creek, staff in Community Development Community Development staff have collaborated with the Climate Action Coalition (CAC), a local citizen's group, to provide a pilot aluminum recycling opportunity for the Balmoral multifamily residential development. This partnership has been a success, offering aluminum recycling to a user group that previously did not have access to convenient, onsite recycling. (Per CAC: "we are at 191 pounds collected which is about \$86 earned and 1916 pounds of CO2 saved. There are 25 families using the program and CAC has been going door to door to engage more in the program."). Staff in public works have been in contact with the City of Ketchum, which is now offering a free drop-off aluminum recycling option at their in-town recycle center, and is exploring opportunities for a similar program in Hailey.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

- 1) Motion to approve Resolution 2026-__, a resolution amending Resolution 2025-083, Section 5.c(i), Hold Back Proviso, to increase the monthly maximum payment amount to the Contractor from \$168,500 to \$176,800.
- 2) Conduct public hearing, and Motion to adopt Resolution 2026-__, a resolution establishing a rate increase with Clear Creek Disposal for commercial and residential solid waste/curbside recycle rates.
- 3) Motion to direct staff to remit \$50,798 from the Clear Creek Hold Back Trust account to cover the costs of new services for the contract period, plus a reimbursement for the remainder of the period (June 1, 2026, through September 30, 2026) until the new rates are in effect in the amount of \$16,772 for a total reimbursement of \$67,570.

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 # _____

CLEAR CREEK DISPOSAL

PO Box 130 • Ketchum, ID 83340 • Phone 208.726.9600 • www.ccdisposal.com

September 2, 2026

Lisa Horowitz, City Administrator
City of Hailey
115 S Main St. Suite G
Hailey, ID 83333

Re: Rate Increase October '26

Dear Ms. Horowitz,

Clear Creek Disposal has been informed that the Southern Idaho Solid Waste District will increase tipping fees effective October 1, 2026.

Please see the attached documentation regarding these increases that will necessitate a price increase effective October 1, 2026. Also, other inflationary factors are driving these effects. We have also recalculated a new monthly payment and a settle up for the months June – September. Effectively the increase is 3.9% as seen on the new rate sheets. All work and calculations are the same as we have done in the past years.

Ken Pierce of Lallman CPA's and I are available for any questions that you may have regarding this information. Please advise me of meeting schedules if necessary.

Respectfully,



Mike Goitiandia
Clear Creek Disposal

.Haileyrate10-1-26



September 2, 2026

Mike Goitiandia
Clear Creek Disposal

RE: Rate adjustment effective October 1, 2026

Mike,

Per your request, I have analyzed the impact of the current economic environment on Clear Creek Disposal's ability to provide services to the City of Hailey. The primary components that I analyzed are the same as prior years and were fuel, labor, and landfill fees provided by Southern Idaho Solid Waste.

As you know, the current contract was based on the previous year costs of providing services. During the previous contract period, you had an increase in average wage costs and related payroll burden, landfill fees will increase another \$2.50 on October 1 from \$81/ton to \$83.50/ton and the cost of fuel continues to rise.

Please refer to the following attachment, and you can see that there should be \$50,798 of additional funds from new services that were added to the Hold-back Trust Account and is now due Clear Creek Disposal. See (1) on the attachment.

Based on the calculation referred to in the previous paragraph, you should request funds for new customers for the months June through September 2026. You will see this amount is \$16,772 which is derived from four months of new customers up to an estimated date of city council approval. See (2) on the attachment.

Finally, the recommended monthly contract payment should be revised as of October 1, 2026 from current monthly payment of \$168,500 to \$176,800. See (3) on the attachment. This increase incorporates new business, as well as current costs of labor, equipment and the pending increase in landfill fees.

Sincerely,
Lallman CPAs + Advisors P.A.

Ken Pierce CPA
KP/NV

Approved

SISW SITE FEE SCHEDULE October 1, 2026			
Milner Butte Landfill			
	Mixed MSW	C&D Waste	Wood Waste
Commercial	\$25.00/Ton	\$15.00/Ton	\$12.00/Ton
Out-of District	\$75.00/Ton	\$45.00/Ton	\$36.00/Ton
Twin Falls County	\$36.50/Ton	\$15.00/Ton	\$12.00/Ton
Minimum	\$5.00	\$5.00	\$2.00
Blaine County			
	Mixed MSW	C&D	Wood Waste
Ohio Gulch Transfer Station			
In-County	\$83.50/Ton	\$36.00/Ton	\$32.00/Ton
Out-of-County	\$167.00/Ton	\$72.00/Ton	\$64.00/Ton
Minimum	\$10.00	\$5.00	\$5.00
Carey Transfer Station			
In-County	\$13.50/CY - Loose \$27.00/CY - Compacted	\$6.00/CY	\$6.00/CY
Out-of-County	\$52.00/CY	\$12.00/CY	\$12.00/CY
Minimum	\$10.00	\$5.00	\$5.00
Twin Falls County			
	Mixed MSW	Inert Waste	Wood Waste
Twin Falls Transfer Station			
In-County	\$51.50/Ton	\$51.50/Ton	\$45.00/Ton
Out-of-County	\$103.00/Ton	\$103.00/Ton	\$90.00/Ton
Minimum	\$7.00	\$7.00	\$7.00
Hub Butte			
In-County	\$60.00/Ton	\$20.00/Ton	\$25.00/Ton
Out-of-County	\$120.00/Ton	\$40.00/Ton	\$50.00/Ton
Minimum	\$7.00	\$5.00	\$5.00
Buhl Transfer Station			
In-County	\$60.00/Ton	\$20.00/Ton	\$30.00/Ton
Out-of-County	\$120.00/Ton	\$40.00/Ton	\$60.00/Ton
Minimum	\$7.00	\$5.00	\$5.00
Cassia, Gooding, Jerome, Lincoln, & Minidoka County			
	Mixed MSW	Inert Waste	Wood Waste
Roll-Off Container	\$12.00/CY	\$6.00/CY	\$6.00/CY
Out-of-County	\$24.00/CY	\$12.00/CY	\$12.00/CY

UNIVERSAL FEE SCHEDULE October 1, 2026

Waste Type	In-District	Out-of District
White Goods (Freon)	\$10.00/ea	\$30.00/ea
Passenger Tire	\$5.00/ea	\$15.00/ea
Semi Tire	\$20.00/ea	\$60.00/ea
Implement Tire	\$40.00/ea	\$120.00/ea
Large Carcass	\$25.00/ea	\$75.00/ea
Small Carcass	\$2.00/ea	\$6.00/ea
Bulk Carcass/Offal (Landfill)	\$31.50/ton	\$94.50/ton
Bulk Carcass/Offal (Transfer Stations w/scales)	Mixed MSW Fee	Mixed MSW Fee x 3
Burned Material <6 weeks (Landfill)	\$40.00/ton	\$120.00/ton
Burned Material >6 weeks	Mixed MSW Fee	Mixed MSW Fee x 3
Septage/Grease Trap	\$13.50/ton	\$40.50/ton
Sump Waste	\$36.50/ton	\$109.50/ton
Contaminated Soil	\$47.00/ton	\$141.00/ton
WWTP Sludge	\$31.50/ton	\$94.50/ton
Asbestos	\$84.00/ton	\$252.00/ton
Untarped Load	\$10.00/offense	\$10.00/offense
Equipment Labor	\$100.00/hour with \$100.00 Minimum	\$100.00/hour with \$100.00 Minimum
Manual Labor	\$40.00/hour with \$40.00 Minimum	\$40.00/hour with \$40.00 Minimum
Non-Bulk Wood Sales < 50CY/load	\$18.00/cy	\$18.00/cy
Bulk Wood Sales > 50CY/load	\$600/load	\$600/load
Bulk Wood Sales Blaine (15% discount)	\$510/load	\$510/load
Bulk Wood Sales Blaine > 5 Loads (25% Discount)	\$450/load	\$450/load

Settleup and updated monthly fee

October 1, 2025 Thru September 30, 2026.

0

	Resid.	Commer.	Constr.	Recycle	Total	
Gross Revenue Old Contract	917,604	958,721	332,951	108,287	2,317,563	
New Business	21,677	36,178	-45,680	56	12,231	<u>Check</u>
Rate Approved Numbers	939,281	994,899	287,271	108,343	2,329,794	2,329,794
Less City Fees	122,107	129,337	43,284	14,085	308,812	308,812
Net Contract Revenue	817,175	865,562	243,987	94,259	2,020,983	2,020,983

New Contract monthly payment Effective 10/1/2024 rounded

\$ 168,415

168,500

Agreed Sept 25 City Council

New Billings Net (June 1, 2025 Thru May 2026)

						Ck
Gross New Billing	43,518	6,287	7,957	71	57,834	
Less Fee	(5,657)	(817)	(1,034)	(9)	(7,518)	(7,518)
Net Revenue Due Clear Creek for added services	37,861	5,470	6,923	62	50,315	50,315

Total Prior contract and New business

855,036**871,032****250,910****94,320****2,071,298**

Actual Payments per City summary

(2,020,500)**Amount Due CCD from Hold Back Fund for Contract period ending 5/31/25****50,798****(1)** New biz 6/1/25-5/31/26Settlement Months of June 2026 thru September 2026**Amount Due CCD four months post May 26 of new services****16,772****(2)** new biz June to September**New proposed monthly payment effective 10/1/26**Rounded
Monthly increase

172,608

176,800**8,300****(3)****4.98%** percentage increase**Reference only**

Added contributions to Hold-Back Trust Account at 5/31/2025

379,306

Net new hold back funds after settle up.

328,508

HAILEY ORDINANCE NO. 1282

AN ORDINANCE OF THE CITY OF HAILEY, BLAINE COUNTY, IDAHO, GRANTING OBRAS LLC, D.B.A. CLEAR CREEK DISPOSAL, A TEN YEAR FRANCHISE WITH AN ADDITIONAL FIVE YEAR RENEWAL TERM TO COLLECT SOLID WASTE, COMPOSTABLE MATERIALS, CORRUGATED CARDBOARD AND RECYCLABLE MATERIALS IN THE CITY OF HAILEY, IDAHO; PROVIDING FOR DEFINITIONS; PROVIDING FOR MANDATORY SOLID WASTE COLLECTION; ESTABLISHING THE RIGHTS AND OBLIGATIONS OF THE FRANCHISEE AND THE CITY OF HAILEY; ESTABLISHING THE METHODS OF COLLECTION OF SOLID WASTE, COMPOSTABLE MATERIALS, CORRUGATED CARDBOARD AND RECYCLABLE MATERIALS; PROVIDING FOR SOLID WASTE, COMPOSTABLE MATERIALS, CORRUGATED CARDBOARD AND RECYCLABLE MATERIAL COLLECTION FOR ANNEXED PROPERTIES; PROVIDING FOR A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PENALTIES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Hailey City Council finds that it is in the best interests of the citizens of Hailey to adopt comprehensive solid waste and recycling programs for residential and commercial properties within the City of Hailey;

WHEREAS, the Hailey City Council finds that it is in the best interests of the citizens of Hailey to grant a franchise for residential and commercial customers within the City of Hailey to provide such services; and

WHEREAS, the City of Hailey and Obras LLC, d.b.a. Clear Creek Disposal have had a long, uninterrupted and mutually beneficial contractual relationship.

WHEREAS, the Hailey City Council declares that in the interest of public safety, necessary protection of the public health, welfare and property the provisions of chapter 28, title 67, Idaho Code shall not apply to Hailey's agreement pertaining to solid waste collection; and

WHEREAS, the Hailey City Council entered into negotiations with Contractor to be the franchisee to perform the solid waste, compostable materials, corrugated cardboard and recycling materials services for both residential and commercial properties within the City of Hailey, subject to the terms and conditions of franchise agreements and this Ordinance, which

negotiations have proceeded in good faith, but have not been completed as to additional services to be provided or prices therefore, and

WHEREAS, the City and Obras LLC dba Clear Creek Disposal find it in their mutual best interests, and the best interests of the rate paying customers hereunder to provide continuous uninterrupted solid waste collection and hauling contingent upon mutually satisfactory entry into franchise agreements concerning additional services and rates therefore.

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

Section 1. DEFINITIONS

For the purposes of this ordinance, the following capitalized terms have the meanings set forth herein:

A. “Commercial Customer(s)” shall mean those owners and/or occupants of commercial, light industrial, industrial, governmental and institutional uses, schools, all other businesses, and Multi-Family Residential Complexes consisting of five or more dwelling units, and those owners of new or remodeled construction sites and /or their agents.

B. “Compostable Materials” means food and yard waste capable of breaking down into carbon dioxide, water and inorganic compounds and biomass within approximately one hundred twenty days.

C. “Corrugated Cardboard means dry, clean corrugated cardboard material accepted by the Blaine County Recycling Center.

D. “Franchise Agreements” shall mean those agreements, and subsequent amendments thereto, which are executed by Franchisee and the City of Hailey setting forth the

terms and conditions pursuant to which residential and commercial Solid Waste and Recyclable Materials, corrugated cardboard, and compostable materials shall be collected for the term of the Franchise granted hereunder.

E. "Franchisee" shall mean Obras LLC, an Idaho limited liability company, d.b.a. Clear Creek Disposal.

F. "Hazardous Materials" shall mean any chemical, compound, mixture, substance or article which is designated by the United States Environmental Protection Agency or appropriate agency of the State of Idaho to be "hazardous" as that term is defined by or pursuant to federal or state law.

G. "Multi-Family Residential Complex" shall mean a building or property containing two (2) or more dwelling units and includes duplexes, apartments, townhomes and condominiums.

H. "Recyclable Materials" shall mean products or substances currently or hereafter designated by Hailey in its Franchise Agreements with the Franchise and accepted by the Blaine County Resource Recovery Center, currently including but not necessarily limited to paper, aluminum, tin cans, glass, motor oil, plastic, newspaper and magazines, food waste, yard waste, compostable waste and corrugated cardboard.

I. "Residential Customer(s)" shall mean those owner(s) and/or occupant(s) of single family residences and Multi-Family Residential Complexes consisting of four or less dwelling units.

J. "Self-Hauling" shall mean the collection, hauling and disposal of Solid Waste, Compostable Materials, Corrugated Cardboard, Recyclable Materials, Hazardous Materials or medical waste by generator or generator's agent of the Solid Waste, Compostable Materials,

Corrugated Cardboard, Recyclable Materials, Hazardous Materials or medical waste in the generator's or generator agent's container and vehicle directly to the transfer station or a landfill; provided, the generator's agent is not in the business of collecting, hauling and disposing of these materials.

K. "Solid Waste" shall mean any garbage, refuse or other discarded material generated by Residential and Commercial Customers that are not or cannot be recycled or diverted from the landfill.

Section 2. GRANT OF FRANCHISE

Pursuant to Idaho Code §§ 50-344 & 50-329, the City of Hailey hereby grants to the Franchisee the authority, right, privilege and exclusive franchise for a term of ten (10) years, commencing May 12, 2021 together with an additional five (5) year renewal term, upon terms and conditions mutually acceptable to the City of Hailey and the Franchise, to engage in the business of collecting, transporting, processing and disposing of Solid Waste, Compostable Materials, Corrugated Cardboard and separated Recyclable Materials, placed for collection by all Residential and Commercial Customers within the corporate limits of Hailey, Idaho, consistent with, and subject to, the terms and conditions set forth in the Franchise Agreements; provided, however, this authority, right, privilege and exclusive franchise does not extend to the Self-Hauling of Solid Waste, Compostable Materials, Corrugated Cardboard, Recyclable Materials, Hazardous Materials or medical waste. It shall be unlawful for any person or legal entity to engage in the business of Solid Waste, Compostable Materials, Corrugated Cardboard and Recyclable Materials collection and transportation over and upon the public right-of-ways within the City of Hailey, except as otherwise provided herein.

The grant of and acceptance of said exclusive franchise, as contemplated by Idaho Code §§ 50-344 & 50-329 Section is revocable by either party, upon sixty-days written notice, in the event the parties, to their mutual satisfaction, have not entered into one or more amended Franchise Agreements one-year from the effective date hereof.

Section 3. MANDATORY SOLID WASTE COLLECTION

No Residential or Commercial Customer shall be permitted to refuse to accept the collection and services of Solid Waste, Compostable Materials, Corrugated Cardboard and Recyclable Materials provided by the Franchisee in accordance with the Franchise Agreements. Residential and Commercial Customers shall not be exempt from the payment of a mandatory weekly minimum charge established for Solid Waste, Compostable Materials, Corrugated Cardboard and Recyclable Materials collection services in accordance with this Ordinance and the Franchise Agreements. Unless otherwise provided for in the applicable Franchise Agreements, Multi-Family Residential Complexes consisting of five or more dwelling units shall use container(s) provided by the Franchisee in excess of the 95 gallon roll carts, while Multi-Family Residential Complexes of four or less dwelling units may use 32, 68 or 95 gallon roll carts for each dwelling unit.

Section 4. RIGHTS AND OBLIGATIONS OF THE FRANCHISEE AND CITY

A. The Franchisee shall have the right and privilege to use the streets, alleys and other public right-of-ways within the City of Hailey, and to collect Solid Waste, Compostable Materials Corrugated Cardboard and Recyclable Materials in accordance with this Ordinance and the Franchise Agreements.

B. The Franchisee shall collect all Solid Waste, Compostable Materials, Corrugated Cardboard and Recyclable Materials from Residential and Commercial Customers within the City of Hailey pursuant to the terms and conditions of applicable Franchise Agreements.

C. The City of Hailey is responsible for maintaining the streets, its alleys and its public ways in a passable condition. If such streets, alleys and public ways are not passable, then the Franchisee shall be excused from not making a proper timely pickup of the materials.

D. The Franchisee shall make pickups only if the Solid Waste, Compostable Materials, Corrugated Cardboard and Recyclable Materials are placed within the public right-of-way at the edge of any pavement adjacent to a curb, in alleys or in a convenient location, on designated days as established by the Franchise Agreements.

E. The City of Hailey shall charge all Residential and Commercial Customers located within the City of Hailey established rates for scheduled collection and transportation of Solid Waste, Compostable Materials, Corrugated Cardboard and Recyclable Materials. The City of Hailey shall also charge established rates for extra pickups of Solid Waste, Compostable Materials, Corrugated Cardboard and Recyclable Materials and other services. The standard rates shall be established by resolution, filed with the City Clerk, and may from time to time be amended by mutual agreement of franchisee and City. All charges for Solid Waste, Compostable Materials, Corrugated Cardboard and Recyclable Materials collection shall be due and payable to the Hailey City Clerk on or before the twenty-fifth of each month for which the service was rendered, and upon failure to pay within the time as prescribed herein, each Residential or Commercial Customer shall pay, in addition to the amount due, the sum of fifty cents, and interest on the delinquent amount at the rate of twelve percent (12%) per year. Upon collection, the fee and interest on the delinquent amount shall be remitted to the Franchisee. In addition to the

above, the City shall be entitled to disconnect the municipal water service where the property or premises is served by municipal water and such valve shall not be opened or placed back into service until all delinquent charges and fees have been paid in full.

F. The Franchisee shall comply with all ordinances of the City of Hailey and all laws of the State of Idaho, and shall follow strictly a procedure of operation as to be sanitary. Franchisee shall replace all containers upright where found with lids on them. Containers and lids shall not be placed or thrown on the streets, alleys or adjoining property. The Franchisee shall not permit containers to be thrown from its truck to the pavement or parkway, nor in any other way permit damage to occur by rough or improper handling thereof. The Franchisee shall not permit Solid Waste, Compostable Materials, Corrugated Cardboard or Recyclable Materials to be spilled during collection and shall be responsible for cleaning up and removing such spillage.

G. Franchisee and its agents and employees, shall not enter enclosed structures, such as garages, enclosed porches, sheds, buildings or otherwise for the purpose of collecting Solid Waste, Compostable Materials, Corrugated Cardboard and Recyclable Materials.

H. Unless otherwise provided in this Ordinance, the specific duties and obligations of the City of Hailey and Franchisee are more particularly described in the Franchise Agreements.

Section 5. DUTIES AND OBLIGATIONS OF RESIDENTIAL AND COMMERCIAL CUSTOMERS

A. Residential and Commercial Customers shall place all containers for collection of Solid Waste, Compostable Materials, Corrugated Cardboard and Recyclable Materials within the public right-of-way at the edge of any pavement adjacent to a curb, in alleys or in a convenient location, while still allowing public access on the public right-of-ways. The containers shall be placed adjacent to the Residential or Commercial Customer's property or premises on designated

days as established by the Franchise Agreements. The containers for Solid Waste, Compostable Materials, Corrugated Cardboard and Recyclable Materials must be clearly visible to the Franchisee from the street or alley from which collection is made.

B. Residential and Commercial Customers shall not permit any Solid Waste, Compostable Materials, Corrugated Cardboard and Recyclable Materials to be deposited or left in the public right-of-way or on private property, where the deposit of the Solid Waste, Compostable Materials, Corrugated Cardboard or Recyclable Materials was caused by the Residential or Commercial Customer, or caused other than by the Franchisee's mishandling or spilling of Solid Waste, Compostable Materials, Corrugated Cardboard and/or Recyclable Materials. The Residential and Commercial Customer shall be responsible for cleaning up and removing such deposit of Solid Waste, Compostable Materials, Corrugated Cardboard or Recyclable Materials.

C. The Residential and Commercial Customers shall not place or permit to be placed any Hazardous Material in any container placed for collection of Solid Waste, Compostable Materials, Corrugated Cardboard or Recyclable Materials by Franchisee.

D. Residential and Commercial Customers shall place containers for Solid Waste, Compostable Materials, Corrugated Cardboard or Recyclable Materials for collection no later than 7:00 o'clock a.m. on the designated day of collection, but no sooner than the evening before the designated day of collection. Following collection by Franchise, the Residential and Commercial Customers shall remove the containers from the public right-of-way as soon as possible on the same day of collection.

E. No container used in the collection of Solid Waste, Compostable Materials, Corrugated Cardboard or Recyclable Materials shall be loaded beyond its volume or weight capacity, or in such a manner to be unstable or likely to cause damage or create litter.

Section 6. ANNEXATIONS

In the event the City of Hailey annexes additional territory during the term of this Ordinance, the Franchisee shall have the exclusive authority and privilege to engage in the business of collecting, transporting, processing and disposing of Solid Waste, Compostable Materials, Corrugated Cardboard and Recyclable Materials, as described in Section 2 of this Ordinance, in the annexed territory for the remainder of the term of the franchise granted in this Ordinance, unless the additional territory annexed by Hailey is served by another solid waste and/or recycling company, in which case the Franchisee shall have the non-exclusive authority and privilege to engage in the business of collecting, transporting, processing and disposing of Solid Waste, Compostable Materials, Corrugated Cardboard and Recyclable Materials, as described in Section 2 of this Ordinance.

Section 7. SEVERABILITY

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

Section 8. REPEALER

Hailey Ordinance Nos. 459, 628, 656, 840, 86, 1053, 1103 and 1263 are hereby repealed in their entirety and all ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 9. PENALTY

Any person, firm or other legal entity violating any provision of Sections 2 and 5 of this

Ordinance shall be guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine of not more than three hundred dollars (\$300.00) or imprisonment in the county jail for a period not to exceed six (6) months, or both such fine and imprisonment. Each day such violation is committed or permitted to continue shall constitute a separate offense and shall be punishable as such hereunder.

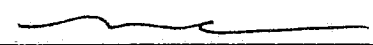
Section 10. EFFECTIVE DATE

Except as otherwise provided herein, this Ordinance shall be in full force and effect from and after its passage, approval, and publication according to law. The rates adopted under Section 4(E) of this Ordinance for Solid Waste and Recyclable Materials collection services shall be effective beginning May 12, 2021, and shall continue in effect through midnight, May 12, 2031, unless otherwise duly amended to effect rates as is more particularly described in the Franchise Agreements.

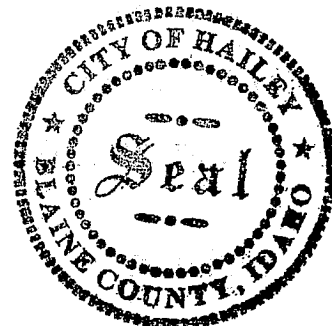
**PASSED AND ADOPTED BY THE HAILEY CITY COUNCIL AND APPROVED
BY THE MAYOR THIS 10th DAY OF MAY, 2021.**


Martha Burke, Mayor

Attest: _____


Mary Cone, City Clerk

Publish: Idaho Mountain Express, May 12, 2021.



CITY OF HAILEY
RESOLUTION NO. 2026-__

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY
AUTHORIZING THE EXECUTION OF FRANCHISE AGREEMENT WITH
OBRAS, LLC D/B/A CLEAR CREEK DISPOSAL, INC., FOR RESIDENTIAL
SOLID WASTE AND RECYCLABLE MATERIAL COLLECTION**

WHEREAS, the City of Hailey desires to enter into an agreement with Obras, LLC D/B/A Clear Creek Disposal, Inc. under which Obras, LLC D/B/A Clear Creek Disposal, Inc. will perform and be responsible for Residential Solid Waste, Compostable Materials And Recyclable Material Collection for the City of Hailey.

WHEREAS, the City of Hailey and Obras, LLC D/B/A Clear Creek Disposal, Inc. have agreed to the terms and conditions of the Agreement for Professional Services pursuant to Resolution 2025-083, copies of which are on file at Hailey City Hall.

WHEREAS, the City of Hailey and Obras, LLC D/B/A Clear Creek Disposal, Inc. have agreed to the modified terms and conditions of the Agreement for Professional Services outlined in Section 5.c.i, a copy of which is attached hereto.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HAILEY, IDAHO, that the City of Hailey approves the Residential Franchise Agreement between the City of Hailey and Obras, LLC D/B/A Clear Creek Disposal, Inc. and that the Mayor is authorized to execute the attached Agreement,

DATED this 28th day of September, 2026

CITY OF HAILEY

By: _____
Martha Burke, Mayor

ATTEST:

Mary Cone, City Clerk

FRANCHISE AGREEMENT

(Residential & Commercial Solid Waste and Recyclable Materials Collection)

This Franchise Agreement ("Agreement") is made and entered into this ____ day of September, 2026, by and between the CITY OF HAILEY, a municipal corporation ("Hailey") and OBRAS, L.L.C., an Idaho limited liability company d/b/a Clear Creek Disposal, Inc., an Idaho corporation ("Contractor"),

RECITALS

- A. Hailey is a municipal corporation and political subdivision of the State of Idaho, and has authority to enter into this Agreement. Martha Burke is the duly elected and acting Mayor of Hailey. The Hailey City Council has authorized the Mayor to execute this Agreement.
- B. Contractor is a duly organized and acting corporation in the State of Idaho. Mike Goitiandia is the duly acting Managing Member of the Contractor and has the authority to enter into this Agreement.
- C. Hailey and Contractor have had a long, uninterrupted and mutually beneficial contractual relationship, established by Franchise Ordinance No. 1103, and prior Franchise Agreements, and amendments thereto, all adopted pursuant to Idaho Law, as to procedure and substance. Hailey has not requested proposals from other potentially qualified contractors to provide personal services to collect, haul and dispose of residential solid waste, compostable materials and recyclable materials within the city limits of Hailey, Idaho, but instead, upon a finding by the mayor, that in the interest of public safety, necessary protection of the public health, welfare and property the provisions of chapter 28, title 67, Idaho Code shall not apply to adoption of the Franchise Ordinance, or this agreement pertaining to solid waste collection, and therefore entered into negotiations for same with Contractor and after doing so Hailey has awarded, contemporaneously herewith an exclusive ten (10) year franchise, with a five (5) year renewal term, to Contractor to provide personal services to collect, haul and dispose of residential solid waste, compostable materials and recyclable materials within the city limits of Hailey, Idaho, which exclusive franchise is revocable by either party, upon sixty-days written notice, in the event the parties, to their mutual satisfaction, have not entered into one or more amended Franchise Agreements one-year from the effective date hereof.
- D. Hailey and Contractor are desirous of an expansion of services, to include compostable materials, corrugated cardboard, collection and hauling, to enhance make more efficient recycling services, specifically in reference to central drop-off location(s), negotiations toward which are proceeding in good faith, but not having been completed as to the particulars of services to be provided or fees therefore, however the parties are in full agreement that their mutual best interests, and the best interest of the rate paying customers hereunder to provide continuous uninterrupted solid waste collection and hauling services.
- E. Hailey and the Contractor each desire to maintain the status quo, to avoid damage to either party and the rate paying citizens served thereby with regard to current services, as specified in the Franchise Agreements in place on the date of adoption hereof, with the expectation of putting in place certain enhanced services at the central recycling drop off locations, the cost and fees for such enhanced services are reflected in the fee schedules, to be adopted by resolution contemporaneously herewith.
- F. Subject to the terms and conditions set forth herein and Hailey Ordinance No. 1282, the parties hereto are desirous of entering into an exclusive ten (10) year franchise agreement, with a five (5) year renewal term, to provide personal services to collect, haul and dispose of residential, commercial and construction solid waste and recyclable materials within the

city limits of Hailey, Idaho, which agreement shall be revocable by either party, upon sixty-days written notice, in the event the parties, to their mutual satisfaction, have not entered into one or more amended Franchise Agreements one-year from the effective date hereof.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, the parties agree as follows:

1. Definitions. For the purposes of this Agreement, the following capitalized terms have the meanings set forth herein:

"Approved Fees" as used herein shall mean and refer to the total fees and charges which Hailey has approved by resolution or ordinance, and which shall be assessed by the Contractor for services rendered pursuant to this Agreement. The Approved Fees include the following components:

- a. A Fee for solid waste residential collection using bins and carts, and for commercial solid waste collection using bins, carts and dumpsters, which fee is based on sizes and number of pick-ups, which may include rent and Idaho Sales Tax.
- b. A Fee for recyclable materials collection, which is collected in unlimited quantities in bins issued by contractor to customers, or any other suitable container, herein defined as the "Recyclable Materials Fee".
- c. A Fee for corrugated cardboard materials collection in bins issued by contractor to customers, herein defined as the "Corrugated Cardboard Fee".
- d. A Fee for compostable materials collection, collected in bins issued by contractor to customers, herein defined as the "Compostable Materials Fee".
- e. A Fee for glass materials collection which is collected from a central collection site using roll-off bins, herein defined as the Glass Site Collection Fee".
- f. A Fee for corrugated cardboard materials collection which is collected from a central collection site using a compactor, herein defined as the Compactor Site Collection Fee.
- g. A Fee for compostable materials collection which is collected from a central collection site using bins, herein defined as the Compostable Site Collection Fee.
- h. A Fee for management of the site(s) identified in e., f. and g. above, herein defined as the Materials Collection Site Management Fee.
- i. A Franchise Fee equal to six percent (6%) of Fees 1.a. through 1.e to defray the specified Franchise Fees set forth in paragraph 5(B) of this Agreement;
- j. A Billing Fee to defray amounts payable by the Contractor to Hailey for billing services pursuant to paragraph 5(B) of this Agreement, in the amount of seven percent (7%) of Fees 1.a. through 1.e

"Commercial Customer(s)" mean those owners and/or occupants of commercial, light industrial, industrial, governmental and institutional uses, schools, all other businesses, and multi-family residential complexes consisting of five or more dwelling units (including apartments, townhomes and condominiums), and those owners of new or remodeled construction sites and/or their agents.

"Compostable Materials" means food and yard waste capable of breaking down into carbon dioxide, water and inorganic compounds and biomass within approximately one hundred twenty days.

"Corrugated Cardboard" means dry, clean corrugated cardboard material accepted for curbside

pick-up by the Blaine County Recycling Center.

"Glass Collection Site" means an area identified by the City of Hailey to house a roll-off container to be used for drop off of glass bottles, jars and other glass materials accepted by the Blaine County Recycling Center.

"Hazardous Materials" means any chemical, compound, mixture, substance or article which is designated by the United States Environmental Protection Agency or appropriate agency of the State of Idaho to be "hazardous" as that term is defined by or pursuant to federal or state law.

"Recyclable Materials" means items accepted for curbside pick-up by the Blaine County Recycling Center, excluding corrugated cardboard, compostable materials and glass.

"Residential Customer(s)" mean those owner(s) and/or occupant(s) of single family residences and multi-family residential complexes consisting of four or less dwelling units (including apartments, townhomes and condominiums).

"Self-Hauling" means the collection, hauling and disposal of Solid Waste by generator or generator's agent of the Solid Waste in the generator's or generator agent's container and vehicle directly to the transfer station or a landfill.

"Solid Waste" means any garbage, refuse or other discarded material generated by Residential Customers that are not or cannot be recycled or diverted from the landfill, excluding Hazardous Materials.

1. **Exclusive Agreement.** Hailey hereby grants exclusively to Contractor the authority and privilege to engage in the business of collecting, hauling and disposing of Solid Waste and Recyclable Materials kept or accumulated and placed for collection by all Residential Customers within the corporate limits of Hailey, Idaho, and to perform all of the work described in this Agreement; provided., however, this exclusive authority and privilege does not extend to the Self-Hauling of Solid Waste or Recyclable Materials, Hazardous Materials or medical waste, which agreement shall be revocable by either party, upon sixty-days written notice, in the event the parties, to their mutual satisfaction, have not entered into one or more amended Franchise Agreements one-year from the effective date hereof.

2. **Term.** The term of *this* Agreement shall begin May 12, 2021, and shall end at midnight, May 12, 2031, unless earlier revoked under the terms hereof.

3. **Duties and Responsibilities of Contractor.**

A. General Duties. Contractor is responsible for furnishing skill, labor, services, vehicles, containers, equipment, materials and supplies in accordance with the services specified in this Agreement.

B. Scope of Services.

1. Weekly Residential Solid Waste and Recyclable Materials Collection. The Contractor shall provide on a weekly basis curbside collection of Solid Waste in approximately 32, 68 or 95 gallon roll carts and curbside collection of Recyclable Materials in standardized recyclable bins. Contractor shall distribute one roll cart in the size requested by the Residential Customer and up to two recyclable bins to each Residential Customer. The roll carts, compostable and recyclable bins shall remain the property of the Contractor. Types of and disposal methods for Recyclable Materials shall conform with the standards

established by the Southern Idaho Solid Waste District and by Blaine County through its solid waste collection center programs at the Ohio Gulch Transfer Station and Resource Recovery Center.

2. Residential Corrugated Cardboard, Glass and Compostable Materials Collection. The parties each hereby commit to continuing to negotiation in good faith toward an agreement for enhanced collection of Corrugate Cardboard, and Glass which could include curbside pickup of same, and that does now include, as contemplated in the rate structure adopted contemporaneously herewith enhanced services at central recycling drop off sites consisting of compaction equipment, containers and frequency of collection and clean-up; and new services for collection of Compostable Materials in standardized compostable bins.
3. Weekly Commercial Solid Waste and Recycling Materials Collection. Except as otherwise provided herein, the Contractor shall provide, on a weekly basis, collection of Solid Waste and Recyclable Materials in sizes ranging from approximately 32 gallon roll carts to 30 cubic yard roll off containers, or other standardized containers. If requested by a Commercial Customer in need of temporary Solid Waste services, such as an event or a construction project, Solid Waste and clean wood waste shall be picked up on an on call basis. Contractor shall distribute one or more containers in the size requested by the Commercial Customer. Containers and dumpsters used to collect Recyclable Materials shall be clearly marked with clear, international signage and standardized color schemes to denote what Recyclable Material is collected within the container. Receptacles for clean wood waste and cardboard shall be provided in a range of sizes to be selected by the Commercial Customer. The containers shall remain the property of the Contractor. Types of and disposal methods for Recyclable Materials shall conform with the standards established by the Southern Idaho Solid Waste District and by Blaine County through its solid waste collection center programs at the Ohio Gulch Transfer Station and Resource Recovery Center. Collection of Solid Waste and Recyclable Materials shall occur to the extent possible at or about the same time and on designated collection days between 7:00 o'clock a.m. and 6:00 o'clock p.m., unless special events or circumstances (e.g., weather) dictate different hours of collection. A designated collection day shall occur on a weekday approved by Hailey; provided, however, the Contractor shall not provide collection services on certain holidays (i.e., New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day) falling on a designated collection day. Should any of the above mentioned holidays occur on a designated collection day, collection shall occur on the following week day. The Contractor shall be responsible to notify the public about any change in a designated collection day caused by the occurrence of a holiday by taking out a "ad in the weekly newspapers just before the holiday. The Contractor shall have the right to amend the designated collection date and routes so long as customer service is not otherwise affected; provided, however, the Contractor shall obtain approval from Hailey thirty (30) days before the change and the Contractor shall provide written notice to affected Commercial Customers a minimum of two (2) weeks prior to the change.
4. Hailey Festivals. The Contractor shall provide, at no charge to Hailey, Solid Waste and Recyclable Materials collection, hauling and disposal services for the 4th of July festivities, the Northern Rockies Folk Festival and the Trailing of the Sheep Festival. For the 4th of July festivities, the Contractor shall

provide a 6 yard dumpster and fourteen 95 gallon recycling containers for plastic, glass and aluminum/tin at the rodeo grounds during the term of this Agreement and two 3 yard dumpsters at locations within Hailey designated by Hailey on July 3. For the Northern Rockies Folk Festival, the Contractor shall provide a 6 yard dumpster, twelve 95 gallon recycling containers for plastic, glass and aluminum/tin at locations designated by Hailey or the sponsor of the Northern Rockies Folk Festival, before noon on the day of the first concert. For the Trailing of the Sheep Festival, the Contractor shall provide two 1.5 yard dumpsters and six 95 gallon recycling containers for plastic, glass and aluminum/tin at locations designated by Hailey or the sponsor of the Trailing of the Sheep Festival for one day (Roberta McKercher Park event) and one 1.5 yard dumpster and three 95 gallon recycling containers for plastic, glass and aluminum/tin at locations designated by Hailey or the sponsor of the Trailing of the Sheep Festival for two days (dog trials) on the day before the events. Immediately before the 4th of July Rodeo and all July 4th related festival activity, the Summer's End Festival and the Trailing of the Sheep Festival, the Contractor shall provide, at no charge to Hailey, one 3 yard dumpster and three 95 gallon recycling containers for plastic, glass and aluminum/tin at the public camp site at Lion's Park, which shall be emptied and removed after each event. All other dumpsters and containers shall be emptied before 10:00 a.m. on the following day during any event and removed before noon on the day following the completion of the event.

5. Collection of Solid Waste, Recyclable Materials, Compostable Materials and Corrugated Cardboard Materials shall occur to the extent possible at or about the same time and on designated collection days between 7:00 a.m. and 6:00 p.m., unless special events or circumstances (*e.g.*, weather) dictate different hours of collection. A designated collection day shall occur on a weekday approved by Hailey; provided, however, the Contractor shall not provide collection services on certain holidays (*i.e.*, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day) falling on a designated collection day. Should any of the above mentioned holidays occur on a designated collection day, collection shall occur on the following weekday. The Contractor shall be responsible to notify the public about any change in a designated collection day caused by the occurrence of a holiday by taking out a 6x8 ad in the weekly newspaper just before the holiday. The Contractor shall have the right to amend the designated collection date and routes so long as customer service is not otherwise affected; provided, however, the Contractor shall obtain approval from Hailey thirty (30) days before the change and the Contractor shall provide written notice to affected Residential Customers a minimum of two (2) weeks prior to the change.
6. Seasonal Waste, Corrugated Cardboard and Glass. The Contractor shall provide, to Hailey or Residential Customers, a single-point collection, hauling and disposal of yard waste, such as grass clippings, leaves, branches, clean wood and similar products, for two Saturdays in the spring and two Saturdays in the fall during the term of this Agreement. The location and dates shall be specified by Hailey and Contractor by administrative agreement. The Contractor shall provide, at no charge to Hailey or Residential Customers, collection, hauling and disposal of holiday trees in January during the term of this Agreement at a location specified by Hailey. The Contractor shall provide receptacle(s) (as agreed by the parties from time to time by administrative agreement) for glass disposal at location(s) to be determined. All glass

receptacles shall be emptied at a frequency to prevent overflow of glass from the roll-off dumpster or receptacle. All glass disposal receptacles shall not have an open top and shall be designed to minimize broken glass and safety hazards, such as the glass disposal opening being limited to a small size. All pickup sites shall be within or adjacent to the city limits of the City of Hailey.

7. Disposal The Contractor shall haul and dispose, in accordance with applicable federal, state and local laws, all legally acceptable Solid Waste, Glass, Compostable Materials, Corrugated Cardboard and Recyclable Materials collected within Hailey in accordance with this Agreement to the Southern Idaho Solid Waste Transfer Station at Ohio Gulch or to such other transfer station, landfill or recycling facility designated by the Blaine County Board of County Commissioners. To the greatest extent possible, all Recyclable Materials and items described in paragraph 4(B)(2), above, shall be disposed for recycling. The Contractor shall be responsible for the payment of all charges, including disposal fees, charges and truces, associated with the disposal of Solid Waste or Recyclable Material& collected from Hailey.
8. Public Information. The Contractor shall coordinate with Hailey to provide city staff and/or a 3rd party contractor with information and to help with dissemination of education and outreach materials in an effective and efficient manner to help promote composting, recycling and waste reduction.
9. Customer Inquiries. The Contractor shall respond to the following customer requests about:
 - i. Information regarding service options and procedures.
 - ii. Missed collections.
 - iii. Late set outs.
 - iv. Extra pickups.
 - v. Start-up or termination of service.
 - vi. Delivery and return of containers and bins.
 - vii. Conversion of containers.
 - viii. Billing and payment inquiries.
10. Local Office. The Contractor shall maintain a local office in Blaine County with telephone service and such staff as needed to respond to customer contacts, including service requests, orders for missed collections, orders for additional collections and requests for conversion of containers. Office hours shall be 8:00 a.m. to 5:00 p.m. of each weekday, except when holidays fall on weekdays.
11. Extra Pickups. The Contractor shall document all extra pickups and additional services provided to Residential Customers and shall furnish Hailey written documentation on a timely basis throughout a month of the extra pickups in addition to the weekly collection of Solid Waste and Recyclable Materials, so that these charges can be made on the current billings.
12. Bi-Annual Report. The Contractor shall submit to Hailey a bi-annual report on the first business day following November 1 and May 1, setting forth (a) the amount of Solid Waste collected for the weekly collection service (measured in tons), (b) the amount of Solid Waste collected for extra pickups (measured in tons), (c) the amount of Recyclable Materials collected (measured in tons), (d) the fees charged for conversion of containers, (e) the rentals charged for containers, (f) the frequency and type of container conversions, differentiating between container conversions for Recyclable

Materials and Solid Waste and the number of conversions that result in an increase or decrease in size and (g) tipping fees or charges for the disposal of Solid Waste and Recyclable Materials.

5. Duties and Responsibilities of Hailey.

- a. Right of Access. Hailey shall grant to the Contractor, during the term of this Agreement, the right and privilege of ingress and egress, to cross all public streets, alley and rights-of-way in Hailey, Any Solid Waste, Compostable Materials or Recyclable Materials collection shall be made on the public streets, alley and rights-of-way in Hailey in a manner causing the least delay and inconvenience to the public.
- b. Billing. Hailey shall be responsible for billing all customers covered by this Agreement for the weekly Solid Waste and Recyclable Materials collection services provided by the Contractor, in the amount of the Approved Fee established for such services by resolution or ordinance duly adopted by Hailey. Hailey shall also be responsible for billing all customers covered by this Agreement for extra pick-ups of Solid Waste and Recyclable Materials provided by the Contractor in the amount of the Approved Fees established for such services by resolution or ordinance duly adopted by Hailey.

Fees adopted by resolution or ordinances shall be effective the first of the month following the effective date of this Agreement and within 60 days of the effective date of any amendment to this Agreement. Hailey shall maintain adequate records of billings, collections and outstanding accounts, and shall furnish Contractor with such records upon reasonable request. Hailey shall furnish Contractor timely information about new residential customers.

- c. Payment to Contractor. Hailey shall remit to the Contractor all Fees received for the Solid Waste, Compostable Materials, Corrugated Cardboard, Glass and Recyclable Materials collection services provided by the Contractor under this Agreement, less an amount equal to seven percent (7%) of all Fees collected, which sum shall be retained by Hailey as consideration for performance of the monthly billing services provided for herein and for educational outreach, and less an amount equal to six percent (6%) of all Fees collected, which sum shall be retained by Hailey as a franchise fee. Hailey shall begin the payment of the Fees collected, less thirteen percent (13%), as described herein, to Contractor on or before the last day of July, 2021, and continuing every month thereafter during and beyond the original term and renewed term, if any, of *this* Agreement for those Fees which were billed and collected pursuant to this Agreement.
 - i. Hold-Back Proviso. Maximum monthly payments from the City to the Contractor shall not exceed one hundred and seventy-six thousand and eight hundred dollars. (\$176,800) (hereinafter the “base sum”). The parties recognize the many variables with the Contractor’s rate structure, set after negotiations with the City insisting on higher fees for larger cart sizes with the intention of motivating customers to move to smaller, less costly carts. To assure excessive revenue does not become a windfall to the contractor, should monthly collections, less collection and franchise fees, exceed one hundred and seventy-six thousand and eight hundred dollars. (\$176,800), that base sum shall be paid to the contractor, and funds in excess thereof shall be deposited in an interest bearing account, held in trust by the City, to benefit the rate payers in future rate resetting, including those contemplated, under negotiation, new services, but not including new growth. A full accounting of this Hold-Back Trust Account shall be reported to contractor on a monthly

basis, and considered as part of the ongoing negotiations hereunder.

- d. Collection. If a Residential Customer is delinquent in payment to the City for Solid Waste, composting and recycling services, Hailey will follow the procedures for notification and termination of water service described in §13.04.150(D) of the Hailey Municipal Code, as amended. If there is termination of the Residential Customer's water service under the applicable procedure, Hailey will notify the Contractor to discontinue garbage service. Hailey shall make good faith efforts to collect on any delinquent account.
- e. Agreement Not to Compete. Except as otherwise provided herein, upon execution of this Agreement and before the expiration or earlier termination of this Agreement, Hailey agrees not to compete with the Contractor or provide the services to be provided by Contractor under this Agreement.
- f. Mutual Duty of the Parties. Recognizing that this agreement is designed to require ongoing monitoring of fiscal fairness to the parties, and environmentally effective provision of services, , the parties agree to not less than annual review of the rate structure to verify ongoing costs and receipts as a good faith method of ultimately entering into any Amended Franchise Agreement and cost structure for any desired new and enhanced services for collecting, recycling, composting and/or disposing of residential or commercial solid waste generated within the City of Hailey, and any appropriate amendments to the schedule of the Approved Fees which the Contractor will be authorized to assess for any such new or revised services.

6. Franchise Fee. As set forth in paragraph 5(C) of this Agreement, Contractor shall pay Hailey and Hailey shall retain 6% of the gross revenue collected by Hailey as a franchise fee.

7. Security. The Contractor shall provide and maintain during the term of this Agreement security in the form of a performance bond, irrevocable letter of credit or cash equivalent ("Security") for the use and benefit of Hailey and in a form acceptable to Hailey. The Security shall cover Contractor's failure to faithfully perform all of the provisions of this Agreement. The Security shall contain appropriate recitations that it is issued pursuant to this Agreement and that it shall be construed to meet all requirements of this Agreement. The performance bond or irrevocable letter of credit shall be issued by a surety company or a financial institution authorized to do business in the State of Idaho, acceptable to Hailey and in the amount of \$100,000.00. The Contractor shall submit the Security to the City Clerk, City of Hailey, 115 Main Street So., Suite H, Hailey, Idaho 83333.

8. Insurance.

A. Required Insurance. During the term of this Agreement, the Contractor shall keep in full force and effect at its sole expense the following insurance with the following limits on an occurrence basis:

- 1. Comprehensive General Liability and Property Damage Insurance.

Minimum Limits

Bodily Injury	\$5,000,000
Property Damage	\$5,000,000

- 2. Automobile Liability (owned, ~~non-owned~~ and hired).

<u>Minimum Limits</u>	
Bodily Injury	\$5,000,000
Property Damage	\$5,000,000

3. Employer's Liability Insurance covering each employee in the execution of the work to the extent such employee is not covered by worker's compensation.

<u>Minimum Limits</u>	
Per Accident	\$5,000,000

4. The Contractor shall secure and maintain at least the statutory amounts of worker's compensation, disability benefits, and unemployment insurance in accordance the laws of the State of Idaho.
- A. Additional Insured. The Contractor's certificates of insurance shall name Hailey, its officials, employees and agents as additional named insured and shall be endorsed to specify that such policies cover the liability assumed by Contractor under this Agreement.
 - B. Notification. Such insurance shall provide at least thirty (30) days written notice to Hailey before such policy is suspended, canceled, amended or terminated.
 - C. Proof of Insurance. On or before the execution of this Agreement, the Contractor shall provide evidence of acceptable insurance at limits listed above to City Clerk, City of Hailey, 115 Main Street So., Suite H, Hailey, Idaho 83333.

9. Equipment and Personnel.

- A. Equipment. The Contractor shall furnish during the term of this Agreement a sufficient quantity and quality of vehicles and equipment to collect and dispose of Solid Waste, Compostable Materials and Recyclable Materials as provided herein. The vehicles shall (a) be clean and uniformly painted, (b) be equipped with warning devices, (c) prevent littering, (d) be sealed to prevent leakage, (e) lawfully registered and (f) be in good and safe running order. All containers shall be sealed, equipped with close fitting covers and in good operable condition. Equipment shall be secured within 60 days of adoption of this Agreement and amendment to this Agreement.
- B. Personnel. The Contractor shall employ during the term of this Agreement a sufficient number of skilled, trained and competent personnel to collect, haul and dispose of the Solid Waste and recyclable Materials collected under this Agreement, and a sufficient number of managerial and office personnel to provide the necessary services described in this Agreement. The Contractor acknowledges and agrees to follow fair labor and nondiscrimination practices in accordance with state and federal laws. The Contractor also agrees to require that its employees and agents act in respectful manner while providing the public services described in this Agreement.

10. Data Collection. During the term of this Agreement, the Contractor shall upon request by Hailey provide to Hailey written documentation showing (a) the amount of Solid Waste collected for the weekly collection service (measured in tons), (b) the amount of Solid Waste collected for extra, pickups (measured in tons), (c) the amount of Compostable Materials collected (measured in

tons) (d) the amount of Corrugate Cardboard collected (measured in tons); the amount of Recyclable Materials collected (measured in tons), (e) the fees charged for conversion of containers, (f) the rentals charged for containers, (g) the frequency and type of container conversions, differentiating between container conversions for Recyclable Materials and Solid Waste and the number of conversions that result in an increase or decrease in size, and (h) tipping fees or charges for the disposal of Solid Waste and Recyclable Materials.

11. Default and Termination. Termination for Cause. Hailey may terminate this Agreement for cause if the Contractor fails to perform or defaults on any of the duties or responsibilities set forth in this Agreement.

- A. Corrective Action. If Hailey finds that the Contractor has failed to perform or defaulted on any or all of the duties or responsibilities set forth in this Agreement, Hailey shall provide the Contractor a written "Notice of Intent to Terminate" the Agreement in accordance with paragraph 17(M) of this Agreement. The "Notice of intent to Terminate" shall describe with sufficient detail the Contractor's failure to perform and/or default. The Contractor shall have a period of thirty (30) days from the receipt or delivery of the Notice of Intent to Terminate the Agreement to correct the failure to perform or default. If the Contractor fails to correct the failure to perform and/or default within thirty (30) days, Hailey may terminate this Agreement immediately without further notice. The Contractor shall be given a Notice of Termination in accordance with paragraph 17(M) of this Agreement.
- B. Bond Payment. In the event of termination of this Agreement caused by the default(s) of the Contractor, the surety providing the performance bond shall undertake or cause to be undertaken the work required to be performed pursuant to this Agreement for remainder of the term of this Agreement.
- C. Emergency Provision. The parties recognize that the public health, safety and welfare may be endangered by any disruption of the solid waste collection system. Therefore, the parties agree in the event solid waste collection is interrupted for more than ninety six (96) hours, Hailey shall have the authority and be entitled to declare a public emergency, and shall have the right to take temporary possession of the Contractor's equipment and facilities for the purpose of continuing the service that the Contractor has agreed to provide, in which case Hailey shall notify the Contractor and schedule a hearing at least twenty four (24) hours before taking temporary possession of the Contractor's equipment and facilities. Hailey shall have the right to retain possession of the Contractor's equipment and facilities until the Contractor can demonstrate to the reasonable satisfaction of Hailey that the service required under this Agreement can be resumed. During any period that Hailey has temporarily assumed the obligations of the Contractor, Hailey shall be entitled to all revenue, less payment to Contractor for a reasonable rental for the facilities, equipment and other property used by Hailey in the performance of the services required under this Agreement.
- D. Failure Amend Reflecting New/Enhanced Services. The parties recognize the either party, upon sixty (60) days written notice may revoke this agreement, and the Franchise Ordinance upon which is based, upon sixty-days written notice, in the event the parties, to their mutual satisfaction, have not entered into one or more amended Franchise Agreements one-year from the effective date hereof.

12. Indemnification. The Contractor and its employees are independent contractors. and are not, under this Agreement, employees or agents of Hailey. The Contractor covenants and agrees to

indemnify, defend and hold Hailey harmless from and against any and all claims, demands, causes of action, suits, losses, liabilities, damages, costs and expenses, including attorney fees, that may accrue, directly or indirectly, by reason of any act or omission on the part of the Contractor, its agents, employees, assigns or anyone subcontracting with the Contractor, related to the collection, hauling or disposal of Solid Waste and Recyclable Materials as provided under this Agreement or the provision of any service or duty under this Agreement.

13. Annexation. In the event Hailey annexes additional territory during the term of this Agreement, the Contractor shall have the exclusive authority, duty and privilege to engage in the business of collecting, transporting, processing and disposing of Solid Waste, Compostable Materials and Recyclable Materials, as described in paragraph two (2) of this Agreement, in the annexed territory for the remainder of the term of this Agreement, unless the additional territory annexed by Hailey is served by another solid waste and/or recycling company, in which case the Contractor shall have the non-exclusive authority and privilege to engage in the business of collecting, transporting, processing and disposing of Solid Waste and Recyclable Materials.

14. Ownership of Solid Waste. Title to Solid Waste, Compostable Materials and Recyclable Materials shall pass to the Contractor when placed in Contractor's collection vehicles and removed by Contractor from a container. By virtue of this Agreement, Hailey shall never have title to the Solid Waste, Compostable Materials or Recyclable Materials collected under the terms of this Agreement. In accordance with Subtitle C of the Resource Conservation and Recovery Act of 1976, as amended, title to all Hazardous Materials and otherwise prohibited waste remains with the generator. Nothing provided herein limits any recourse the Contractor or Hailey may have against any generator for disposal of any Hazardous Material or prohibited waste.

15. Compliance with Laws. The Contractor shall comply with all applicable federal, state and local statutes, laws, rules, regulations and ordinances, including the Federal Occupational Safety and Health Act of 1970, as amended, and including statutes, laws, rules, regulations and ordinances, as they now exist or may hereafter be amended, relating to Hazardous Materials and relating to the collection and transportation of Solid Waste.

16. Recycling and Composting Revisions. In the event Blaine County or the Southern Idaho Solid Waste District elects to convert to a single or dual stream recycling process or additional incentive recycling programs involving Recyclable Materials are established, Hailey shall notify Contractor of any proposed revision, in which case the Contractor may, within thirty (30) days of such notice, seek a change in the fee schedule adopted pursuant to paragraph 5(c) of this Agreement. Upon receipt of the proposed fee schedule, Hailey, in its sole discretion, may or may not approve. If approved, the resolution or ordinance described in paragraph 5(c) of this Agreement shall be amended. Contractor shall report annually to the City changes in bin sizes requested by customers. An annual rate review based on bin sizes shall be conducted and considered by the City.

17. Miscellaneous Provisions.

- A. Paragraph headings. The headings in this Agreement are inserted for convenience and identification only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any of the provisions of the Agreement.
- B. Provisions Severable. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Agreement.
- C. Rights and Remedies are Cumulative. The rights and remedies provided by this

Agreement are cumulative and the use of any one right or remedy by any party shall not preclude nor waive its rights to use any or all other remedies. Any rights provided to the parties under this Agreement are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

- E. Attorney's Fees. In the event of any dispute with regard to the interpretation or enforcement of this Agreement, the prevailing party shall be entitled to recover its reasonable costs and attorney's fees incurred therein, whether or not a lawsuit 'is actually filed, and on any appeals, and in any bankruptcy proceeding.
- F. Successors and Assigns. This Agreement and the terms and provisions hereof shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of the parties hereto.
- G. Entire Agreement. This Agreement contains the entire agreement between the parties respecting the matters herein set forth and supersedes all prior agreements between the parties hereto respecting such matters.
- H. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Idaho.
- I. Preparation of Agreement. No presumption shall exist in favor of or against any party to this Agreement as a result of the drafting and preparation of this document.
- J. No Waiver. No waiver of any breach by either party of the terms of this Agreement shall be deemed a waiver of any subsequent breach of the Agreement.
- K. Counterparts. This Agreement may be executed simultaneously in one or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- L. Amendment. No amendment of this Agreement shall be effective unless the amendment is in writing, signed by each of the parties.
- M. Savings Clause. If any of the provisions of this Agreement shall be held to be unenforceable or unconstitutional, the remaining provisions shall nevertheless be enforceable.
- N. Notices. All notices and demands of any kind which either party hereto may be required or desires to serve upon the other party under the terms of this Agreement shall be in writing and shall be served upon such other party by personal service, or by leaving a copy of such notice or demand at the address hereinafter set forth, whereupon service shall be deemed complete, or by mailing a copy thereof by certified or registered mail, airmail if the address is outside the state in which the same is mailed, postage prepaid, with return receipt requested, addressed as follows:

HAILEY: City of Hailey
c/o City Clerk
115 South Main Street
Suite H.
Hailey, Idaho 83340

CONTRACTOR: OBRAS, LLC., d/b/a Clear Creek Disposal, Inc.
P.O. Box 130

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

- O. Assignment. The parties agree that this Agreement shall not be assigned, in whole or in part, to any other person or entity without the prior written consent of Hailey, in the sole discretion of Hailey. The parties also agree that the Contractor is prohibited from conveying, in any manner, directly or indirectly, any majority or controlling interest in the Contractor's business entity, regardless whether it is a corporation, limited liability company or other legal entity, without the prior written consent of Hailey.
- P. Force Majeure. Neither party shall be liable for failure to perform hereunder, in whole or in part, due to contingencies beyond the party's reasonable control, including but not necessarily limited to acts of God, the public enemy, fire, floods, epidemics, earthquakes, quarantine restrictions, and strikes not created by the Contractor, whether now existing or hereafter created.

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

CITY OF HAILEY

By: _____
Martha Burke

ATTEST:

Mary Cone, City Clerk

CONTRACTOR- OBRAS, L.L.C.

By: _____
Mike Goitiandia, Managing Member

**CITY OF HAILEY
RESOLUTION 2026-__**

**A RESOLUTION OF THE HAILEY CITY COUNCIL ADOPTING FEES FOR
RESIDENTIAL, COMMERCIAL AND CONSTRUCTION SOLID WASTE AND
RECYCLABLE MATERIALS HAULING SERVICES**

WHEREAS, the Hailey City Council finds that it is in the best interests of the citizens of Hailey to maintain a comprehensive solid waste and recycling program for both residential and commercial properties within the City of Hailey; and

WHEREAS, the Hailey City Council adopted Hailey Ordinance No. 1282 that granted Obras, L.L.C., d/b/a/ Clear Creek Disposal, Inc. an exclusive franchise to provide solid waste and recycling materials hauling services for both residential and commercial properties within the City of Hailey, subject to the franchise agreement dated May 12, 2021 (“Franchise Agreement”);

WHEREAS, Resolution 2025-083 established rates for the ensuing time period;

WHEREAS, a schedule of revised rates for residential, commercial, construction and recycling materials hauling fees based on inflationary factors was subject to a public hearing process as required by Idaho Code;

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

Section 1: Adoption of Fees. The City Council of the City of Hailey hereby adopts fees for residential, commercial and construction customers located within the City of Hailey for standard weekly rates for collection and transportation of solid waste and recyclable materials and for standard rates for extra pickups of solid waste and recyclable materials and other services. These fees are described in the attached Exhibit.

Section 2: Effective Date. Attached rates will go into effect October 1, 2026. Unless otherwise amended by resolution, the fees adopted by this Resolution shall continue in full force and effect until the amendment, expiration or termination of the franchise granted to Obras, L.L.C., d/b/a Clear Creek Disposal, Inc. under Hailey Ordinance No. 1282.

THIS RESOLUTION IS ADOPTED this 28th day of September, 2026.

Martha Burke, Mayor, City of Hailey

ATTEST:

Mary Cone, City Clerk

Hailey Residential Service

Carts and Bins are owned by Clear Creek Disposal, and are registered to the property address. In the event you move or sell your house the cart(s) & bin(s) should remain with the property.

*Service includes cart(s) for garbage + 3-12 gallon stackable bins for curbside recycling

Cart Size	Description of Service	Monthly Fee	Monthly Fee
32 Gallon Cart	Emptied 1XWeek	\$14.15	\$13.62
68 Gallon Cart	Emptied 1XWeek	\$31.74	\$30.55
95 Gallon Cart	Emptied 1XWeek	\$46.66	\$44.91

Hailey Residential Senior Service

32 Gallon Cart	Emptied 1XWeek	\$12.03	\$11.58
68 Gallon Cart	Emptied 1XWeek	\$26.98	\$25.97
95 Gallon Cart	Emptied 1XWeek	\$39.67	\$38.19

Additional Services

Carts

All additional services for carts apply to BOTH Residential and Commercial waste removal

Cart Size	Description of Service	Per Time Charge	Per Time Charge
Cart Delivery	Any size cart	\$13.02	\$12.53
Cart Final	Any size cart	\$26.03	\$25.05
Cart Rental	Any size cart	\$1.20	\$1.20
Cart	Go Back / Extra Empty	\$7.81	\$7.51
Cart	Off Day Empty	\$19.52	\$18.79
Cart Cleaning		\$39.06	\$37.59
Extra Bag	Over Full Cart	\$7.81	\$7.51

Hailey Commercial

Business Carts

		Rates	Rates
Size	Frequency	Monthly Charge	Monthly Charge
32 Gallon Cart	Emptied 1XWeek	\$14.94	\$14.38
68 Gallon Cart	Emptied 1XWeek	\$26.49	\$25.50
95 Gallon Cart	Emptied 1XWeek	\$35.22	\$33.90

Commercial Recycling

Size	Frequency	Monthly Charge	Monthly Charge
Contaminated	All Size Carts	\$19.53	\$18.80
32 Gallon Cart	1XWeek	\$14.41	\$13.87
68 Gallon Cart	1XWeek	\$14.41	\$13.87
95 Gallon Cart	1XWeek	\$14.41	\$13.87

Glass Recycling

Size	Frequency	Monthly Charge	Monthly Charge
Contaminated		\$19.53	\$18.80
68 Gallon Cart	1XWeek	\$25.62	\$24.66

2026 10

2025 10

Food Waste			
Contaminated	All Size Carts	\$19.53	\$18.80
68 Gallon Cart	1XWeek	\$25.62	\$24.66
Front Load			
		Customer Prices	Customer Prices
Delivery Fee	All Size Dumpsters	\$39.06	\$37.60
Final Fee		\$39.06	\$37.60
Solid Waste			
All Size Dumpsters		Customer Prices	Customer Prices
Size	Frequency	Monthly Charge	Monthly Charge
1.5 cubic yard	1XWeek	\$76.54	\$73.66
1.5 cubic yard	On Call Each Empty	\$26.06	\$25.09
3 cubic yard	1XWeek	\$149.74	\$144.12
3 cubic yard	On Call Each Empty	\$48.83	\$46.99
4 cubic yard	1XWeek	\$202.30	\$194.71
4 cubic yard	On Call Each Empty	\$68.20	\$65.64
6 cubic yard	1XWeek	\$302.81	\$291.44
6 cubic yard	On Call Each Empty	\$100.97	\$97.18
8 cubic yard	1XWeek	\$401.50	\$386.43
8 cubic yard	On Call Each Empty	\$132.40	\$127.43
Cardboard Recycling			
Contaminated Empties are at On Call pricing for respective size			
All Size Dumpsters		Customer Prices	Customer Prices
Size	Frequency	Monthly Charge	Monthly Charge
1.5 cubic yard	1XWeek	\$35.94	\$34.60
3 cubic yard	1XWeek	\$35.94	\$34.60
4 cubic yard	1XWeek	\$35.94	\$34.60
6 cubic yard	1XWeek	\$35.94	\$34.60
8 cubic yard	1XWeek	\$35.94	\$34.60

Hailey Construction			
Front Load			
Size		Per Empty	Per Empty
3 cubic yard		\$74.91	\$72.10
4 cubic yard		\$112.39	\$108.17
6 cubic yard		\$148.13	\$142.57
8 cubic yard		\$196.10	\$188.74

Roll Offs			
Plus Disposal Fees			
Delivery		\$45.57	\$43.86
Final (plus empty)		\$45.57	\$43.86
Size		Per Empty	Per Empty
15 cubic yard		\$221.37	\$213.06

	2026 10	2025 10
30 cubic yard	\$229.88	\$221.25
Compactor	\$275.45	\$265.11

Rent	
Rent is billed monthly in addition to empties	
3 cubic yard	\$4.79
4 cubic yard	\$8.38
6 cubic yard	\$11.98
8 cubic yard	\$14.37
15 cubic yard	\$71.40
30 cubic yard	\$83.30

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 09/28/2026

DEPARTMENT: PW

DEPT. HEAD SIGNATURE: BY _____

SUBJECT: Consideration of an Appeal Application submitted by Janene Poggi regarding the denial of an Encroachment Permit Applcated located at 3840 Woodside BLVD.

AUTHORITY: ☐ ID Code _____ ☐ IAR _____ ☐ City Ordinance/Code _____

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED: Janene Poggi completed work on her property at 3840 Woodside Blvd without an approved Encroachment Permit, and in conflict with the adopted City Standard Drawings. Ms. Poggi subsequently submitted an Encroachment Permit Application, which was denied by Staff. Ms. Poggi has submitted an Appeal Application, appealing Staff's decision and is requesting that City Council review the matter and render a decision.

The matter is being presented to City Council for consideration and determine whether to deny or approve the appeal. Documentation of the matter is attached.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

Budget Line-Item # _____

Estimated Hours Spent to Date: _____

Staff Contact: Brian Yeager

Caselle # _____

YTD Line-Item Balance \$ _____

Estimated Completion Date: _____

Phone # _____

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IFAPPLICABLE)

☒ City Administrator	☐ Library	☐ Benefits Committee
☒ City Attorney	☐ Mayor	☐ Treasurer
☐ City Clerk	☐ Planning	☒ Streets
☐ Building	☐ Police	☐ Wastewater
☐ Engineer	☒ Public Works	☐ Water
☐ Fire Dept.	☐ P & Z Commission	☐ Parks

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to deny the Encroachment Permit Appeal Application.

ACTION ITEM

ACTION OF THE CITY COUNCIL: In this appeal, the Council shall consider only matters which were previously considered by the Public Works Director as evidenced by the Record, together with oral presentation and arguments presented by the parties. The Council shall not consider any new facts or evidence at this point.

Action Item: The Council may affirm, reverse or modify, in whole or in part, the decision or determination of the Public Works Director. Furthermore, the Council may remand the application to the Public Works Director for further consideration regarding specific criteria stated by the Council.

ADMINISTRATIVE COMMENTS/APPROVAL:

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

ACTION OF THE CITY COUNCIL:

Date _____ City Clerk _____

FOLLOW-UP:

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

Copies (all info.): _____ Copies (AIS only)

Instrument # _____

MEMORANDUM

TO: Mayor Martha Burke and the City of Hailey City Council

FROM: Allan M. Moriarty, City Attorney

RE: Appeal of Administrative Decision

HEARING: September 28, 2026

I. Background

The City of Hailey (the “City”) is in receipt of an appeal to the City Council of a determination by the Public Works Director. The appeal was timely filed by the Applicant, Janene Poggi, on August 27, 2026.

The matter generally concerns the encroachment permit process through which the Applicant made a request of the Public Works Director to approve an encroachment permit for work or improvements completed within the public right-of-way adjacent to 3840 Woodside Blvd under Hailey Municipal Code (“HMC”) 12.16.030. Specifically, the Public Works Director found that Applicant’s work or improvements did not conform with the Standard Drawings set forth in HMC 18.14.012(K).¹ However, the work or improvements were completed prior to obtaining an approved City encroachment permit.

II. Procedural Status

This is an appeal of decisions or determinations by the Public Works Director and/or his designee, as is provided in HMC 12.16.090. This matter was scheduled by City Staff by agreement with the parties involved and pursuant to Idaho’s Open Meeting noticing requirements.

From a process perspective, the Council can focus its review and the arguments presented by Applicant and City Staff. The Council is reviewing these arguments and addressing the appeal in a quasi-judicial role. The accompanying documents are the Record, which may include application documents, staff reports, etc., and are available primarily as resources or for purposes of reference within arguments to evaluate the factual background.

¹ The City Council amended this code section on March 28, 2023, to include maximum widths for residential driveways, among other updates, because it found the updates are consistent with the Comprehensive Plan and provide clarity with the intent to avoid potential misinterpretations.

Oral arguments will be presented by the parties involved only: Ms. Janene Poggi for Appellant/Applicant and Public Works Director Brian Yeager and his designee Kelly Schwarz for Respondent. The presenting parties and supporting staff will be available for questions. This is not a public hearing and there is no public comment as part of the process. Comments or input to Council members outside the appeal hearing are discouraged, and if any is received, should be disclosed by the Council member at the start of the hearing.

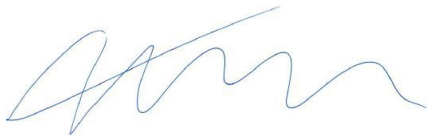
During the hearing, the Council, at its discretion, is welcome to ask questions of staff or the parties as may be helpful to deliberation. It is encouraged to handle most questions for a party during their portion of the hearing. The order of presentation will be Appellant/Applicant, Director/Respondent and then an Appellant/Applicant rebuttal if desired. Any further presentation or answers to questions will be at the discretion of the Council.

III. Standard of Review

Since the Council does not hear appeals such as this frequently, a common question when they do arise is as to the applicable standard of review. Standard of review is a legal term guiding the discretion (or not) of the review and decision with respect to use of the Record and whether to consider new additional information.

In this appeal, the Council shall consider only matters which were previously considered by the Public Works Director as evidenced by the Record, together with oral presentation and arguments presented by the parties. The Council shall not consider any new facts or evidence at this point. The Council may affirm, reverse or modify, in whole or in part, the decision or determination of the Public Works Director. Furthermore, the Council may remand the application to the Public Works Director for further consideration regarding specific criteria stated by the Council.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Allan M. Moriarty', is written above a horizontal line.

Allan M. Moriarty

Hailey City Council
Agenda: Appeal Application regarding 3840 Woodside BLVD
Monday, September 28, 2026
Hailey City Hall
5:45pm

Call to Order

Agenda of Appeal Application of Administrative Decision: Encroachment Violation for 3840 Woodside BLVD, Janene Poggi

Topic	Start Time
1. Legal Counsel outlines purpose of hearing and procedural arrangements	5:45pm
2. Overview of Violation and Appeal by Appellant Janene Poggi	5:55pm
3. Overview of Violation and Appeal by Staff/Respondent	6:25pm
4. Rebuttal by Appellant (if desired)	6:55pm
5. Questions by City Council	7:05pm
6. Deliberation City Council Decision	7:25pm

Table of Contents of Record

Appeal Application related to the Encroachment Permit Application for 3840 Woodside Boulevard

Date	From	Documentation	Subject	Page
July 27, 2026	Kenny Aguayo	In-Person Communication between City and Poggi regarding Encroachment Violation.	In-Person meeting addressing Encroachment Violation for 3840 Woodside Boulevard.	1
July 27, 2026	Kelly Schwarz	Notice of Violation mailed to Janene Poggi regarding Encroachment Violation.	A notice of violation was sent to the Property Owner requesting the removal of unauthorized Right-of-Way Improvements	2-3
July 30 – August 6, 2026	Staff/Poggi	Correspondence between Property Owner and City regarding Water Conservation Measures at 3840 Woodside Boulevard.	Initial documented communication regarding the Water Conservation Program at 3840 Woodside Boulevard.	4-7
August 4 – August 6, 2026	Schwarz/Poggi	Correspondence between parties regarding encroachment matter at 3840 Woodside Boulevard.	Email communication regarding the details of encroachment violation and variance questions between parties.	8-9
August 6, 2026	Janene Poggi	Correspondence between Property Owner and City regarding the Water Conservation Program Status at 3840 Woodside Boulevard.	Follow-up communication regarding the Water Conservation Program status at 3840 Woodside Boulevard.	10
August 6 – August 25, 2026	Staff/Poggi	Correspondence between Property Owner and City regarding encroachment matters.	Correspondence addressing why an encroachment permit was not obtained, and violation and permit process moving forward.	11-14
August 26 – September 8, 2026	Staff/Poggi	Correspondence between Parties regarding Encroachment Permit Appeal Application process.	Follow-up communication addressing Encroachment Permit Appeal Application process.	15-16
August 18, 2026	Hailey, ID	Software Generated Encroachment Application for Hailey, ID Permit # 260080 - 3840 Woodside Boulevard.	Encroachment Permit Application and supporting documentation submittal by Janene Poggi.	17-19
August 20, 2026	Kelly Schwarz	Denied Notice of Encroachment Permit Application.	Denied Notice sent to Property Owner regarding the Encroachment Permit Application at 3840 Woodside Boulevard.	20
August 20 – August 21, 2026	City Staff	Correspondence between City Staff regarding Permanent Irrigation Reduction Program related to 3840 Woodside Boulevard.	Email correspondence between City Staff regarding the processing of the Permanent Irrigation Reduction Program Application submitted by Janene Poggi.	21-22
August 20 – September 9, 2026	City Staff	Correspondence between City Staff regarding Encroachment Permit Appeal Application.	Email correspondence between City Staff regarding Encroachment Permit Appeal Application.	23-24

Date	From	Documentation	Subject	Page
August 26, 2026	Emily Williams	Correspondence between City and Property Owner regarding Permanent Irrigation Reduction Program at 3840 Woodside Boulevard.	Communication regarding the Permanent Irrigation Reduction Program.	25-26
August 28, 2026	Janene Poggi	Permanent Irrigation Reduction Rebate Application submittal and correspondence between Property Owner and City.	Property Owner submitted documentation and application materials for the Permanent Irrigation Reduction Rebate Program to City Staff.	27-29
September 2, 2026	Janene Poggi	Encroachment Permit Appeal Application	Property Owner formally submits an Encroachment Permit Appeal Application to the City.	30-38

From: [Kenny Aguayo](#)
To: [Robyn Davis](#)
Subject: Re: Janene Poggi
Date: Tuesday, September 15, 2026 10:47:37 AM

On July 27, 2026 Kelly reached out to me to talk to Ms. Poggi about her driveway. I made contact with her and told her that she is not allowed to over exceed more than 20 feet. She apologized and said she thought her workers had stopped by to get a permit and were aware about the code in Hailey. I offered her to bring the violation letter to her house, but she declined asap and said she would prefer to get them in the mail. I mailed her the letter the next following days to her residence. I did advise her that she cannot encroach the right of way and without a permit she would need to remove the pavers.

Thank you,

Kenny Aguayo

Community Service Officer

Hailey Police Department

311 East Cedar Street

Hailey, ID 83333

(e) Kenny.Aguayo@HaileyCityHall.org

(C) 208-986-1820

From: Robyn Davis <robyn.davis@haileycityhall.org>
Sent: Tuesday, September 15, 2026 10:00 AM
To: Kenny Aguayo <kenny.aguayo@haileycityhall.org>; Kelly Schwarz <kelly.schwarz@haileycityhall.org>; Emily Williams <emily.williams@haileycityhall.org>
Cc: Brian Yeager <brian.yeager@haileycityhall.org>
Subject: Janene Poggi

Can you please send me any correspondence you've had with Ms. Poggi?

Kenny and Kelly: Please send all correspondence that has taken place between each of you and Ms. Poggi, including a summary of in-person visits (assuming there were some).

Kelly, can you send me the individual documents for the Encroachment Application, the Denial and

CITY OF HAILEY

Public Works - Streets Division

115 South Main Street
Hailey, Idaho 83333
208-788-9830, ext. 1

July 27, 2026

POGGI JANENE
3840 WOODSIDE BLVD
HAILEY, ID 83333

RE: NOTICE OF VIOLATION AND ORDER TO REMOVE UNAUTHORIZED RIGHT-OF-WAY IMPROVEMENTS

Property: 3840 Woodside Boulevard | **Parcel Number:** RPH04750460110

Dear Ms. Poggi:

The City has determined that work or improvements were completed within the public right-of-way adjacent to 3840 Woodside Boulevard without an approved City encroachment permit.

Because the work was completed without prior City review, authorization, or inspection, the unauthorized improvements must be removed and the affected right-of-way restored as directed by the City.

Hailey City Code § 12.16.020(A) prohibits paving, landscaping, construction, excavation, or other alterations within a public right-of-way or easement without first obtaining a City encroachment permit.

Because the work was completed without City authorization, you are hereby directed to:

1. Contact Public Works within five business days of receiving this notice to coordinate the removal.
2. Remove all unauthorized improvements and materials located within the public right-of-way.
3. Remove associated base material or other related work as directed by the City.
4. Restore the affected right-of-way to a condition acceptable to the City.
5. Complete the removal and restoration no later than _____.
6. Contact Public Works when finished to arrange a final inspection.

No additional right-of-way work may occur without prior City authorization. Coordinate all removal, restoration, excavation, and traffic control with Public Works before beginning.

Hailey City Code § 12.16.110(C) authorizes the City to remove an unauthorized encroachment and recover the costs from the responsible party. The City may also pursue other remedies authorized by § 12.16.110, and each day the violation continues may constitute a separate violation.

This notice is being provided to City Code Enforcement. Failure to meet the deadline may result in additional enforcement, including removal by the City at the property owner's expense.

Contact Public Works at 208-788-9830, ext. 1, to coordinate removal and restoration.

Sincerely,

Kelly
Street Superintendent
City of Hailey

CC: City of Hailey Code Enforcement

Attachment: Before-and-after photographs

PHOTO DOCUMENTATION

3840 Woodside Boulevard | Parcel RPH04750460110



Figure 1. Before - Google Street View, August 2025.



Figure 2. After - Current condition.

Photographs are included for reference in documenting the change in site conditions.

RE: 3840 Woodside Blvd water conservation

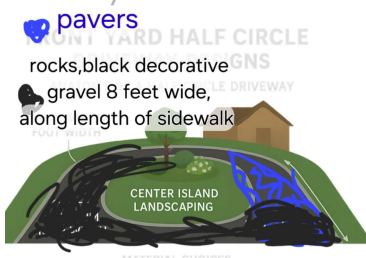
From Public Works <pwadmin@haileycityhall.org>

Date Thu 2026-08-06 10:34 AM

To Brian Yeager <brian.yeager@haileycityhall.org>; Public Works <pwadmin@haileycityhall.org>; Kelly Schwarz <kelly.schwarz@haileycityhall.org>; Emily Williams <emily.williams@haileycityhall.org>

No other correspondence. Her email is in response to a phone call I received. I asked her to email a photo of the work to add to the permit in addition to the drawing she provided on her permits in iWorQs. Her drawing below. She said the work was nearly complete and was requesting a variance from the City.

iWorQs #26-0065 and #26-0067



Thanks,
Nancy

From: Brian Yeager <brian.yeager@haileycityhall.org>

Sent: Wednesday, August 5, 2026 8:10 AM

To: Public Works <pwadmin@haileycityhall.org>; Kelly Schwarz <kelly.schwarz@haileycityhall.org>; Emily Williams <emily.williams@haileycityhall.org>

Subject: Re: 3840 Woodside Blvd water conservation

Nancy, have you received any other correspondence from this individual on this topic?

Emily, I presume this is new to you per our past conversation.

Kelly, it looks like the date was a couple of days ago so it was an attempt to validate her actions after the fact and therefore not particularly relevant.

Sent from my Verizon, Samsung Galaxy smartphone

Get [Outlook for Android](#)

From: Public Works <pwadmin@haileycityhall.org>

Sent: Tuesday, 04 August 2026 12:58:17

To: Kelly Schwarz <kelly.schwarz@haileycityhall.org>; Brian Yeager <brian.yeager@haileycityhall.org>

Subject: Fw: 3840 Woodside Blvd water conservation

Hi Kelly and Brian,

I just found this email from Janene Poggi in the pwadmin inbox. I do not have a record of her signing up for any of the water conservation programs this year.

From: Janene Poggi <janrie2000@yahoo.com>

Sent: Thursday, July 30, 2026 10:56 AM

To: Public Works <pwadmin@haileycityhall.org>

Subject: Fw: 3840 Woodside Blvd water conservation

Hi Nancy,

Here is the photo of my No Snow Water Conservation changes.

I've eliminated a lot of grass and irrigation!

The pavers at the corner of the driveway and sidewalk will be much more durable during snow removal than gravel. Snow plows have always wreaked havoc on that corner.

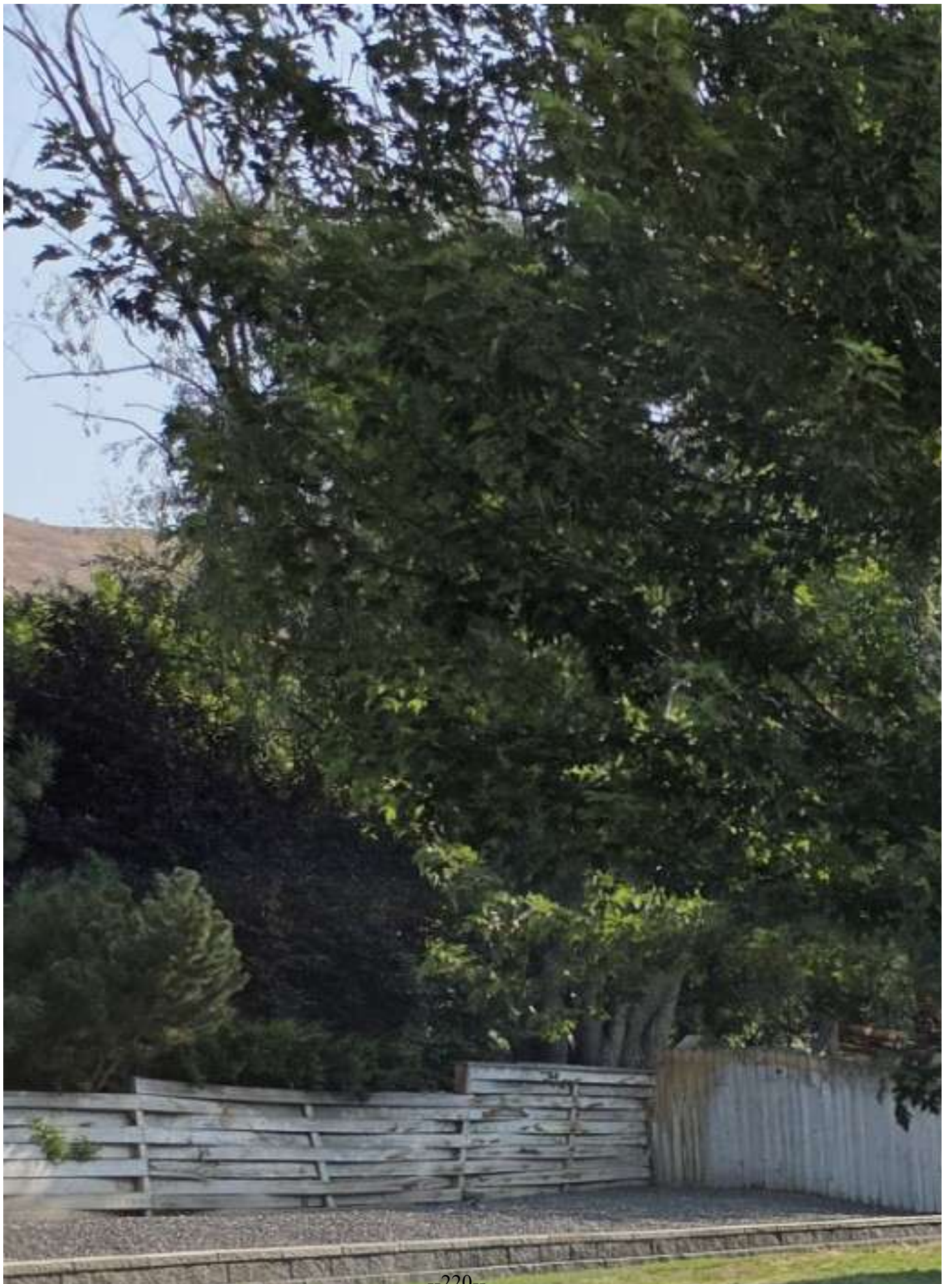
----- Forwarded Message -----

From: Janene Poggi <janrie2000@yahoo.com>

To: [janrie2000@yahoo.com](#) <[janrie2000@yahoo.com](#)>

Sent: Thursday, July 30, 2026 at 09:54:53 AM MDT

Subject: 3840 Woodside Blvd water conservation







[Yahoo Mail: Search, Organize, Conquer](#)

Re: 3840 Woodside Blvd Encroachment

From Janene Poggi <janrie2000@yahoo.com>

Date Thu 2026-08-06 3:00 PM

To Kelly Schwarz <kelly.schwarz@haileycityhall.org>

Cc Brian Yeager <brian.yeager@haileycityhall.org>; Public Works <pwadmin@haileycityhall.org>

Kelly,

Can you please provide the form to ask for a code variance on acceptable easement use?

I figure there must be one, considering how many properties just in my neighborhood are outside the boundaries of the code.

I recall you stated that if we (all of us on this email?) cannot agree on a landscape design in the easement, it must go up to the council for their consideration and decision.

Janene

On Tuesday, August 4, 2026 at 05:43:03 PM MDT, Kelly Schwarz <kelly.schwarz@haileycityhall.org> wrote:

Hi Janene,

To clarify the acceptable location and limits of the pavers, please see the attached document. The area outlined in red shows the maximum area where the pavers may be allowed to remain within the public right-of-way.

The attached exhibit supersedes the image you previously provided and clarifies our July 30 discussion. We were also unable to locate a submitted or approved water-conservation application for this property. If you have documentation showing that an application was submitted or approved, please provide a copy for our records.

Final approval to retain the pavers within the red limits requires submission of the signed exhibit with a completed encroachment permit application for City review and approval.

Thank you,

Kelly Schwarz
Street Superintendent
City of Hailey



Kelly Schwarz
City of Hailey
Street Superintendent
788-5965 X10 Work
(208) 309-1365 Mobile
kelly.schwarz@haileycityhall.org
haileycityhall.org

3840 Woodside - water conservation program submittal status

From Janene Poggi <janrie2000@yahoo.com>

Date Thu 2026-08-06 2:38 PM

To Kelly Schwarz <kelly.schwarz@haileycityhall.org>; Brian Yeager <brian.yeager@haileycityhall.org>; Public Works <pwadmin@haileycityhall.org>

Kelly,

You asked me in a separate email about my application for the water conservation program.

In reviewing the form, I'm discouraged that it is more complicated than I expected.

- I don't have a square footage, site plan, calculations, or monthly gallons of water to reduce. It's going to take me some time to put this together, and I'm completely booked through next week.
- Furthermore, it seems the city's goal might be to keep monthly usage under 30,000 gallons. With my property sitting on 1/3 of an acre, this seems difficult to achieve. I'm not sure going through all the time and effort of submitting the form will be worth it if it gets denied anyway,
- And if I do submit the form and it is approved, but I don't meet the water reduction goal, I understand the city will revoke any rebate they may have approved.

As I've explained to you extensively, this program was my inspiration to start my landscape project to remove grass/irrigation. It seemed like a great idea at the time and an opportunity to partner with the city.

Now I can see there are complexities and future considerations to analyze before submitting the form, that I was not aware of when I learned of the program.

Janene

From: [Kelly Schwarz](#)
To: [Robyn Davis](#)
Subject: Fw: 3840 Woodside explanation on not getting a permit
Date: Thursday, September 17, 2026 11:36:59 AM
Attachments: [image.png](#)



From: Janene Poggi <janrie2000@yahoo.com>
Sent: Tuesday, August 25, 2026 10:39 AM
To: Kelly Schwarz <kelly.schwarz@haileycityhall.org>; Public Works <pwadmin@haileycityhall.org>; Brian Yeager <brian.yeager@haileycityhall.org>
Subject: Re: 3840 Woodside explanation on not getting a permit

Hello,
Please can someone send me a link to the Encroachment Permit Appeal Application?
I am not finding it under Forms and Fees > Public Works.

Thank you,
Janene

On Monday, August 17, 2026 at 01:20:20 PM MDT, Janene Poggi <janrie2000@yahoo.com> wrote:

Hello,
Thank you for the information. I'm confirming the steps:
1. Submit a permit application with a plan. I will submit a new application soon, and will utilize the Full Page Exhibit you provided as the basis for the different layout/plan.
2. Include a description of the activity in the easement with the plan, such as public expense, health and safety, circulation, and drainage.
3. Pay the application fee. I will look into how to do this, I can give a credit card or send a check.

Janene

On Thursday, August 6, 2026 at 05:58:38 PM MDT, Kelly Schwarz <kelly.schwarz@haileycityhall.org> wrote:

August 6, 2026
Janene Poggi
3840 WOODSIDE BLVD
HAILEY, ID 83333

**RE: FOLLOW-UP REGARDING ENCROACHMENT VIOLATION AND
PERMIT PROCESS**

Property: 3840 Woodside Boulevard | **Parcel Number:** RPH04750460110

Dear Ms. Poggi:

This letter responds to your recent emails concerning the encroachment violation and permit process for 3840 Woodside Boulevard. Your written explanation will be retained as part of the City's record for this matter.

I understand your statement that you were not aware an encroachment permit was required before starting the project. However, **Hailey City Code § 12.16.020(A)** requires a permit before paving, landscaping, construction, excavation, or other alterations are made within a public right-of-way or easement. The timing of the City's notification does not approve the work or remove the permit requirement.

The Water Conservation Program is separate from the encroachment permit process. Please refer to the Water Conservation Program application and program information for its requirements. Participation in that program does not authorize work within the public right-of-way or replace the required encroachment permit.

Chapter 12.16 does not provide a separate variance application for this matter. Because the improvements were installed without an encroachment permit, the City is requiring you to submit a completed encroachment permit application and pay the required application fee under **Hailey City Code § 12.16.110(D)**, Requirement of Encroachment Permit for Previously Installed Encroachment.

The exhibit previously provided identifies the limited area of the paver driveway that may be considered through the encroachment permit process. If you agree with those limits, return the signed exhibit with the completed application and required application fee. Neither this letter nor

the exhibit alone grants approval.

If you are requesting a different layout, include a plan showing the requested configuration with your application. **Section 12.16.030(D)** requires a description of the activity within the right-of-way or easement, including a plan. The application will be reviewed under the standards in **Section 12.16.040**, including public expense, health and safety, circulation, and drainage.

Similar improvements observed at other properties do not establish that those improvements were permitted and do not determine whether the encroachment at 3840 Woodside Boulevard may be approved. Each application is reviewed under the applicable requirements and the conditions at that location.

After the City makes a decision or takes action on the application, **Hailey City Code § 12.16.090** allows an applicant to appeal to the City Council within fifteen days. The appeal must specifically state the decision or action being appealed and the reasons for the appeal.

The corrective requirements and September 30, 2026 deadline stated in the City's July 27, 2026 Notice of Violation remain in effect.

I will be out of the office during the week of August 10, 2026, and will review any submitted materials upon my return.

Sincerely,

Kelly Schwarz

Street Superintendent

City of Hailey

CC: City of Hailey Code Enforcement



From: Janene Poggi <janrie2000@yahoo.com>
Sent: Thursday, August 6, 2026 3:05 PM
To: Kelly Schwarz <kelly.schwarz@haileycityhall.org>; Brian Yeager <brian.yeager@haileycityhall.org>; Public Works <pwadmin@haileycityhall.org>
Subject: 3840 Woodside explanation on not getting a permit

Kelly,

In your letter, emails, and our in-person meeting, you emphasized the absence of permit on my landscaping project. Thus I'm compelled to communicate my own points and position in writing so that my intent is on record and understood.

I did not know that a permit was required prior to starting my landscape project.

- As I have explained, my project was inspired by the City Water Conservation program. After reading the article in the Mountain Express, and the City Newsletter, I was excited by the City's incentives to save water in this tough no snow year. I got started on my project right then, with the intent of partnering with the City on a good solution. Neither the Mountain Express article nor the City Newsletter mentioned potential permit requirements. If they would have mentioned it, I would have started the permit process promptly.
- In speaking with several of my neighbors on south Woodside Blvd, they were not aware of this requirement either. It seems this permit requirement is not well known.
- When I look at south Woodside Blvd, on both sides of the street, I see many and numerous residences with extended pavers and asphalt in the right of way easement. This led me to believe that extended pavers and asphalt was acceptable. It is reasonable to assume that if many and numerous residences in my direct line of view have this landscaping, it must be widely approved by the city and acceptable.
- My landscaping project started on 7/20. I received a call from Hailey police dept on 7/27 describing the permit requirement and subsequent code violation. I feel I should have been notified within a day or two of the project start date, but instead the entire project was substantially complete before I even knew there was a violation.

This concludes my side of the story.

Janene

RE: 3840 Woodside

From Nancy Arellano <nancy.arellano@haileycityhall.org>

Date Tue 2026-09-08 11:28 AM

To Kelly Schwarz <kelly.schwarz@haileycityhall.org>; Brian Yeager <brian.yeager@haileycityhall.org>; Janene Poggi <janrie2000@yahoo.com>

Good morning,

I'm confirming that payment has been made. The receipt as well as the Appeal Application made its way to me.

Best,

Nancy Arellano

Public Works Assistant

City of Hailey

115 South Main St., Ste. H | Hailey, ID 83333

Phone: 208.788.9830, ext. 1 | Fax: 208.788.2924

From: Kelly Schwarz <kelly.schwarz@haileycityhall.org>

Sent: Tuesday, September 8, 2026 10:52 AM

To: Brian Yeager <brian.yeager@haileycityhall.org>; Janene Poggi <janrie2000@yahoo.com>

Cc: Nancy Arellano <nancy.arellano@haileycityhall.org>

Subject: Re: 3840 Woodside

I will check today; Did you pay for the Encroachment Permit yet?



From: Janene Poggi <janrie2000@yahoo.com>

Sent: Friday, September 4, 2026 1:48 PM

To: Kelly Schwarz <kelly.schwarz@haileycityhall.org>; Brian Yeager <brian.yeager@haileycityhall.org>

Cc: Nancy Arellano <nancy.arellano@haileycityhall.org>

Subject: Re: 3840 Woodside

Hello, just checking in to see that you received the appeal application I mailed last week.
Thanks.

[Yahoo Mail: Search, Organize, Conquer](#)

On Thu, Aug 27, 2026 at 4:54 PM, Janene Poggi
<janrie2000@yahoo.com> wrote:

Kelly, I received the appeal application, thanks.

In the spirit of being solution oriented, I'm including an Alternative for the council's review.

I suggested this Alternative during our in-person meeting on 7/30 and you verbally declined it.

For the council's review I added it to the Work Being Performed plan as 1a (attached).

Nancy, will you be in the office tomorrow morning? I can come by with the appeal application and pay the fees.

Thanks,
Janene

On Wednesday, August 26, 2026 at 09:54:45 AM MDT, Kelly Schwarz <kelly.schwarz@haileycityhall.org>
wrote:

Hello Janene,

Sorry for the delay. I have attached the fillable Encroachment Permit Appeal Application, as it is not currently available under Forms and Fees on the City's website.

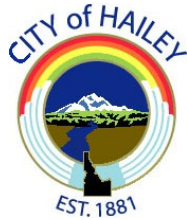
We have received your encroachment permit application, so you do not need to submit another one. Because the proposed layout is outside the City's allowable specifications, the permit will be denied administratively. You may use the attached application to appeal that decision to the City Council.

Please include the reasons for your appeal and any plans or supporting information you would like the City Council to consider. You may pay the permit application fee and appeal fee at the same time; however, all applicable fees must be paid before the appeal can move forward.

I have copied Nancy Arellano on this email. Please coordinate with her regarding payment and submission of the completed appeal application. Once the completed application has been submitted and all applicable fees have been paid, we will contact you with the date your appeal will be heard by the City Council.

Thank you,

Kelly



City of Hailey

Residential Encroachment Permit Application

Date: 08/18/2026

Owner / Location

Owner Name: POGGI JANENE &
Address: PO BOX 213
City, State, Zip: HAILEY ID 83333-0000,
Phone:

Permit Type: Right of Way Encroachment
Work Location: 3840 WOODSIDE BLVD
Work Performed: Remove grass and irrigation to
meet water conservation goals.
This project is very similar to
many residences in this
immediate neighborhood. See
attachment for paver and black
gravel details.

Encroachment

Type 1: Landscaping, General
Type 2:
Type 3:
Type 4:
Other:

Utility

Type 1:
Type 2:
Type 3:
Other:
Water Service:

Contractor Info

Name	Address	Phone	License #
-------------	----------------	--------------	------------------

I do hereby certify that the information contained herein is true and correct.

Janene Poggi
Name

08/18/2026
Date



BLUE: Reference measurements from the back of sidewalk to the property lines and

YELLOW: Approximate property lines.

Work Being Performed

Removal of grass and irrigation in easement to accomplish water conservation goals.

- ① Installation of pavers (10 ft x 21 ft) along side edge of sidewalk for maximum durability of the high traffic area.
- ② Utilize pavers at intersection of driveway and sidewalk for optimal snow storage as this is the primary snow storage location!
- ③ Installation of black gravel (53 ft x 7.5 ft) along the edge of sidewalk, moving north.



FOOT WIDTH

Denied Notice

Hailey City

115 Main St. South

Hailey, ID 83333

**Permit Number: 260080**

08/20/2026

POGGI JANENE &
PO BOX 213
HAILEY ID 83333-0000,

Dear Property Owner:

This letter is to notify you that your application for the permit has been denied. For more information please see below.

The City has determined that work or improvements were completed within the public right-of-way adjacent to 3840 Woodside Boulevard without an approved City encroachment permit. Because the work was completed without prior City review, authorization, or inspection, corrective action is required. The attached permit-condition exhibit identifies the limited area that may be considered for approval through the City encroachment permit process. If the homeowner wishes to appeal this determination, the homeowner must submit a completed Encroachment Permit Appeal Application and pay all applicable appeal fees within fifteen (15) days of the date of this notice, in accordance with Hailey Municipal Code Section 12.16.090.

Sincerely,

Kelly Schwarz
City of Hailey

Re: 3840 Woodside Blvd Permanent Irrigation Reduction Program

From Emily Williams <emily.williams@haileycityhall.org>

Date Fri 2026-08-21 8:40 AM

To Lisa Horowitz <lisa.horowitz@haileycityhall.org>; Brian Yeager <brian.yeager@haileycityhall.org>; Kelly Schwarz <kelly.schwarz@haileycityhall.org>

Cc Nancy Arellano <nancy.arellano@haileycityhall.org>

Great! I'll move forward with processing her application on the water conservation side of things.

From: Lisa Horowitz <lisa.horowitz@haileycityhall.org>

Sent: Thursday, August 20, 2026 4:50 PM

To: Brian Yeager <brian.yeager@haileycityhall.org>; Emily Williams <emily.williams@haileycityhall.org>; Kelly Schwarz <kelly.schwarz@haileycityhall.org>

Cc: Nancy Arellano <nancy.arellano@haileycityhall.org>

Subject: RE: 3840 Woodside Blvd Permanent Irrigation Reduction Program

I am OK also.

Lisa

Lisa Horowitz

CITY ADMINISTRATOR

CITY OF HAILEY

115 S. MAIN ST. HAILEY, ID 83333

208-471-4678

CELL: 208-727-7097

From: Brian Yeager <brian.yeager@haileycityhall.org>

Sent: Thursday, August 20, 2026 4:27 PM

To: Emily Williams <emily.williams@haileycityhall.org>; Kelly Schwarz <kelly.schwarz@haileycityhall.org>; Lisa Horowitz <lisa.horowitz@haileycityhall.org>

Cc: Nancy Arellano <nancy.arellano@haileycityhall.org>

Subject: RE: 3840 Woodside Blvd Permanent Irrigation Reduction Program

Ignoring the timeline, her infrastructure is eligible for the program in general, subject to an approved encroachment permit for anything in the ROW.

The question is the timeline.... Looks like she is applying after the fact. I think I'd be ok with that because it accomplishes our goals but I want to discuss with Lisa and see if she concurs. My thoughts are limited program participation in general, her improvements are consistent with program goals, not specifically disallowed in timeline, so I'd be ok with it.

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: Emily Williams <emily.williams@haileycityhall.org>

Sent: Thursday, August 20, 2026 1:44 PM

To: Kelly Schwarz <kelly.schwarz@haileycityhall.org>; Brian Yeager <brian.yeager@haileycityhall.org>

Cc: Nancy Arellano <nancy.arellano@haileycityhall.org>

Subject: 3840 Woodside Blvd Permanent Irrigation Reduction Program

I just received a Permanent Irrigation Reduction Program application from Janene Poggi, 3840 Woodside Blvd. Her application responses are included below. Should I proceed with processing her application at this time?

Completion Start time	time	Email	First Name	Last Name	Phone Number	Email Address	Utility Billing Account Number	Street Number	Street Name	City	Zip Code	How many monthly gallons of water would you like to reduce your use by?
8/20/2026 9:47	8/20/2026 13:06	anonymous	Janene	Poggi	208 727 7780	janrie2000@yahoo.com	6.00340.01	3840	Woodside Blvd	Hailey	83333	10000 during each of 6 summer months

Emily Williams
Sustainability and Grants Coordinator
City of Hailey
115 S Main St., Hailey, ID 83333
(208) 788-9830 x 4231

RE: 3840 Woodside Encroachment permit appeal Application

From Lisa Horowitz <lisa.horowitz@haileycityhall.org>

Date Wed 2026-09-09 12:52 PM

To Kelly Schwarz <kelly.schwarz@haileycityhall.org>

Thanks, I forwarded to Robyn and Mac so they can help with the record.

Lisa

Lisa Horowitz
CITY ADMINISTRATOR
CITY OF HAILEY
115 S. MAIN ST. HAILEY, ID 83333
208-471-4678
CELL: 208-727-7097

From: Kelly Schwarz <kelly.schwarz@haileycityhall.org>

Sent: Wednesday, September 9, 2026 12:45 PM

To: Lisa Horowitz <lisa.horowitz@haileycityhall.org>

Subject: Fw: 3840 Woodside Encroachment permit appeal Application

Sent from my Verizon, Samsung Galaxy smartphone
Get [Outlook for Android](#)

From: Kelly Schwarz

Sent: Thursday, 20 August 2026 18:05:27

To: Brian Yeager <brian.yeager@haileycityhall.org>

Subject: Fw: 3840 Woodside Encroachment permit appeal Application

Brian,

Give me a call when you get a chance. This is the denial letter, failed inspection, violation letter, and appeal application. I already sent the violation letter, but I would like to send the rest to the homeowner below, preferably tomorrow.

This is their mock-up. I'm not worried about the landscaping—the only violation I have is the driveway.

Take a look at the wording on the appeal application and let me know your thoughts. I also found a non-zoning appeal fee for \$133, so that's what I'm using.

Thanks,

Kelly

Work Being Performed - 3840 Woodside Boulevard



RED: Maximum area in which pavers may remain within the public right-of-way. **GREEN:** Existing edge of the driveway.

BLUE: Reference measurements from the back of sidewalk to the property lines and from the existing driveway edge to the adjacent property line. **YELLOW:** Approximate property lines.

Work Being Performed

Removal of grass and irrigation in easement to accomplish water conservation goals.

- ① Installation of pavers (10 ft x 21 ft) along side edge of sidewalk for maximum durability of the high traffic area.
Utilize pavers at intersection of driveway and sidewalk for optimal snow storage as this is the primary snow storage location!
- ② Installation of black gravel (53 ft x 7.5 ft) along the edge of sidewalk, moving north.



Kelly Schwarz

City of Hailey
Street Superintendent
788-5965 X10 Work
(208) 309-1365 Mobile
kelly.schwarz@haileycityhall.org
haileycityhall.org

Re: City of Hailey Permanent Irrigation Reduction Program

From Emily Williams <emily.williams@haileycityhall.org>

Date Fri 8/28/2026 4:03 PM

To Janene Poggi <janrie2000@yahoo.com>

Thank you! We will process this application. City Council approves each of our check runs, this will be included in the next Council meeting, scheduled to take place on 9/14 and the check will be mailed to you thereafter.

From: Janene Poggi <janrie2000@yahoo.com>

Sent: Friday, August 28, 2026 12:51 PM

To: Emily Williams <emily.williams@haileycityhall.org>

Subject: Re: City of Hailey Permanent Irrigation Reduction Program

OK. Here are the documents.

Janene

On Wednesday, August 26, 2026 at 05:08:39 PM MDT, Emily Williams <emily.williams@haileycityhall.org> wrote:

Dear Customer,

Thank you for your interest in the City's permanent irrigation reduction program; this email confirms your participation. The goal of this program is to support projects that will permanently reduce water consumption, including but not limited to turf removal. To be eligible for this program, you must demonstrate that your project will reduce your irrigation demand by at least 15% as compared to the 2025 baseline. The City would pay the lesser amount of \$0.25 per monthly gallon saved or 50% of the total project cost, up to a \$5,000 maximum. Please note that once your project is complete, the City will calculate your average usage over the next three years, and if the anticipated reduction in water use is not achieved, the City will bill your water utility account for the amount of rebate received.

Your water usage in 2025 was:

Month	Usage
May	19000
June	50000
July	47000
August	53000
September	62000
October	29000

Total: 260,000

You estimate that you will save 10,000 gallons/month from May-Oct and that your total project cost would be \$17,900. The City will offer the lesser of \$0.25 per gallon saved or 50% of total project cost. Your per-gallon saved total is \$2,500, half your project cost is \$8,950. Therefore, the City would reimburse you \$2,500.

To receive your reimbursement, please return the completed form and paid receipt by email to pwadmin@haileycityhall.org or in person at City Hall, 115 Main St S, Suite H, Hailey, ID 83333.

Please reach out with any questions,
Emily

Emily Williams
Sustainability and Grants Coordinator
City of Hailey
115 S Main St., Hailey, ID 83333
(208) 788-9830 x 4231



Permanent Irrigation Reduction Rebate

FINAL APPLICATION

Submitted after **reducing** irrigation demand, installing all project materials, and paying all project costs.

Name of Applicant: Janene Poggi

Property Address: 3840 Woodside Blvd

Mailing Address (if different than above): PO Box 213

City: Hailey

State: ID

Zip: 83333

Utility Billing Account Number: 6.00340.01

Home Phone: (____) ____ - ____

Cell Phone: (208) 727 - 7780

Email Address: janrie2000@yahoo.com

Property Owner Consent: By signature hereon, the property owner acknowledges that City of Hailey officials and/or employees may, in the performance of their functions, enter the property to inspect and/or conduct other standard activities in the course of processing this application. The undersigned will, with 24 hours of notice, allow an agent of the City of Hailey to inspect the improvements.

Completion Declaration: The undersigned certifies that they have implemented the improvements as proposed and in accordance with the Permanent Irrigation Reduction Program will permanently reduce the demand of their irrigation system to reduce their monthly irrigation demand by the amount indicated on their interest form. The amount reduced will be compared to the 2025 irrigation season to determine project success. The undersigned understands and agrees that for the next three full irrigation seasons after completion, if either seasonal consumption exceeds the total seasonal water volume stated in the goal or if the property is sold, the City will collect the provided rebate by placing a charge on the water utility bill.

Janene Poggi

Date: 08 / 28 / 2026

Property Owner's Signature

Program information and requirements are subject to change. Rebates are subject to limited funding; please visit <https://haileycityhall.org/water-conservation-programs/> to determine current funding availability. Before removing your grass or making an improvement submit an interest form to reserve a rebate and/or ensure rebates are still available. Following approval of your Final Application, payment will be mailed to you within 60 business days.

OFFICIAL USE ONLY

MONTHLY GALLONS OF WATER SAVED = 10,000

\$0.25 PER GALLON SAVED = \$ 2,500

RECEIPTS: TOTAL = \$ 17,900 50% RECEIPTS TOTAL = \$ 8,950

FINAL REBATE AMOUNT: \$ 2,500

(LESSER OF \$0.25 PER GALLON SAVED OR 50% OF TOTAL PROJECT COST, UP TO \$5,000 REBATE CAP)

SUBMITTAL CHECKLIST (Review Requirements and Limitations)

- ☒ All project receipt(s). Unpaid invoices will not be accepted.
 - ☒ Proof of ownership or real property interest (examples: copy of lease agreement or property tax bill).
 - ☒ W-9 Tax Form.
 - ☒ Two photos (digital preferred) documenting the completed project.
-

REQUIREMENTS AND LIMITATIONS

- Only existing Hailey properties with existing, well-maintained turf are eligible; no new construction.
- Turf removal in City rights-of-way is eligible only when irrigated/maintained by applicant, and when the work is part of a turf removal project on private property.
- Design and installation costs are eligible only when these services are provided by professionals.
- Seek help from qualified professionals as needed when choosing irrigation components. Set-up and installation are the key to getting good results. Ensure controllers can meet City watering restrictions, current or future.
- Participants in Permanent Irrigation Reduction Rebate program agree that the City may describe/use program activities and results, including water usage, water savings, project photos, etc., in publications and online media to further the goal of water conservation.

A Step Above Landscaping, LLC
P.O. Box 321
Bellevue, ID 83513-0321

INVOICE

DATE	INVOICE #
8/17/2026	071829

CLIENT:
Jeff Poggi
PO Box 213
Hailey, Idaho 83333

"Everything Good, Everything Magical Happens Between the months of June and August" - Jenny Han
Thankful for Your Continued Support & Business, We Truly Appreciate It!
-Kirby, Ruth, Kelsey & All Our A Step Above Team

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
L-Install	Landscaping Invoice for 3846 Woodside Blvd, Hailey, Idaho			
L-Install	- Dryscape Front Yard; Demo of Grass and Concrete		3,623.75	3,623.75
L-Install	- Paver Prep and Installation		2,388.75	2,388.75
Pavers	- Paver Material		3,656.85	3,656.85
Pavers	- Block Wall and Cap Installation		3,071.25	3,071.25
Pavers	- Block Wall Material		1,732.20	1,732.20
L-Install	- Black Rock Install		1,933.75	1,933.75
Materials	- Black Rock; 17 Yards		697.00	697.00
L-Install	- Irrigation Repair		471.25	471.25
Parts	- Parts Purchased & Used for Irrigation Repair		285.00	285.00
Sod	- Sod; Installed		97.50	97.50

E-mail: AStepAbove98@gmail.com
Phone: 208-720-1531 / 208-720-2970

PLEASE PAY: \$17,957.30



A Step Above Landscaping, LLC
P.O. Box 321
Bellevue, ID 83513-0321

INVOICE

DATE	INVOICE #
8/17/2026	071829

CLIENT:
Jeff Poggi
PO Box 213
Hailey, Idaho 83333

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Parts	- Parts Purchased & Used for Irrigation Repair		285.00	285.00
Sod	- Sod; Installed		97.50	97.50

E-mail: AStepAbove98@gmail.com
Phone: 208-720-1531 / 208-720-2970

PLEASE PAY: \$17,957.30

paid 8/20/2026 #1010





ENCROACHMENT PERMIT APPEAL APPLICATION

City of Hailey - Public Works / Street Division

Submittal Date:

8-28-26

RECEIVED

SEP 02 2026

APPELLANT INFORMATION

Name of Appellant: Janene Poggi

Per

Mailing Address: PO Box 213

City: Hailey

State: ID

ZIP: 83333

Phone: 208 727 7780

Cell:

Email: janrie2000@yahoo.com

Signature:

Date:

8-28-26

AUTHORIZED REPRESENTATIVE (IF DIFFERENT FROM APPELLANT)

Name / Organization:

Mailing Address:

City:

State:

ZIP:

Phone:

Email:

DECISION OR ACTION UNDER APPEAL

Property / Encroachment Location: 3840 Woodside Blvd

Permit / Application No.: 260080

Date of Decision or Action:

Decision or action being appealed:

denial of encroachment permit, due to driveway standard

Relief requested from the Hailey City Council:

Acknowledgment of encroachment type where driveway and parking is unaffected. Approval of general landscaping pavers in the easement to propel maximum safety and functionality.

APPEAL REQUIREMENTS - HAILEY MUNICIPAL CODE 12.16.090

Deadline: File within fifteen (15) days from the date of the decision or action. If no appeal is filed within that period, the decision or action is final.

Required statement: The appeal must specifically identify the decision or action appealed and state the reasons supporting the appeal. Appeals are heard by the Hailey City Council.

COUNCIL MEETING ATTENDANCE

The appellant or the appellant's authorized representative is strongly encouraged to attend the City Council meeting at which the appeal will be considered and should be prepared to answer questions regarding the appeal.

The following must be included for filing:

- ☐ Completed and signed appeal application.
- ☐ Written statement identifying the appealed decision/action and explaining each reason for appeal.
- ☐ Copy of the decision, notice, permit condition, denial, or other action being appealed.
- ☐ Relevant plans, photographs, correspondence, or other supporting documents.
- ☐ Appeal fee under the current City fee schedule.

Appeal application fee

\$133 through 09/30/2026

Scheduled fee beginning 10/01/2026 (confirm against current adopted schedule)

\$137

CITY USE ONLY

Denied Encroachment Permit No.: 260080

Date Received:

Received By:

Fee Paid:

Receipt No.:

Filing Deadline:

Timely Filing Verified By:

Date:

August 27, 2026

Hailey City Council

115 Main St

Hailey, ID 83333

Subject: Appeal of Encroachment Permit Denial

3840 Woodside Blvd

Parcel RPH04750460110

Permit 260080 Type: Landscape General

Thank you for your consideration of my encroachment permit, which has been denied.

In short, the application has been mis-characterized as a driveway expansion, when it is truly general landscaping.

This general landscaping project is a win for the City. There really is no downside.

- The project achieves water conservation, replacing grass and irrigation through a combination of pavers and black gravel.
- The pavers provide a durable surface for snow storage in this high traffic area.

The following page addresses the applicable code sections brought forth, with explanations and clarifications.

Sincerely,

Janene Poggi



12.16.020(A) prohibits without first obtaining a permit

This project came about when I read about the City's water conservation program, first in the Mountain Express and then in the City Newsletter, and I was excited to be a part of it. Potential permit requirements for general landscaping work in the easement were not mentioned in the Express or the Newsletter.

I have reviewed all Encroachment Permit applications submitted to the City for the last 12 months (about 110). There are not many (two) related to my type of project, general landscaping that replaces grass and irrigation. It doesn't appear that the City is consistently requiring a permit to enforce the general landscaping encroachment type. Thus, it seems a permit is not needed for my project.

12.16.030(D) requires a description including a plan

My plan shows front yard grass and irrigation removal, replaced by pavers and black gravel. The paver portion in the easement has been denied, incorrectly characterized as driveway and parking.

The existing driveway next to the front yard and adjacent road mix surface are unchanged.

12.16.040 standards including public expense, health and safety, circulation, and drainage

The pavers will be an asset to public safety. The pavers are located in a high traffic area (public sidewalk and school bus stop) where most of the snow storage in the winter is located. Grass or gravel in this area is not durable, and it ends up damaged and displaced on the public sidewalk during snow removal efforts. I chose pavers in this area for durability and for optimal snow storage.

12.16.110(D) submit a permit application and pay fee

Application \$59. Driveway \$112. Discovery \$155. Appeal \$133.

Standard dwg 18.14.012k driveway approach

This standard drawing does not apply to my project. As previously explained, the paver area is not part of the driveway. It is a portion of the landscaped yard which sits next to the driveway.

Encroachment Permit

City of Hailey

115 Main Street S., Suite H

Hailey, ID 83333

Phone Number: 788-9830 x17

24-hour turnaround on inspection requests, Monday through Thursday.

Permit No.: 260080

Start Date: 07/20/2026



Owner: POGGI JANENE &
Address: PO Box 213
City, State, Zip: Hailey, ID 83333
Phone: 208 727 7780

Contractor Name:
Contact Person:
Phone:

Address/Location: 3840 Woodside Blvd
Parcel Number: RPH04750460110

Type of Work: Remove grass and irrigation to meet water conservation goals. This project is very similar to many residences in this immediate neighborhood. See attachment for paver and black gravel details.

Fees	Fee Type	Amount
Residential Driveway Inspection Fee	Driveway	\$112.00
Appeal Fee	Residential Encroachment	\$133.00
Residential Encroachment	Residential Encroachment	\$59.00
Application Processing Fee		
Discovery Fee	Discovery Fee	\$155.00
		Total Fee: \$459.00

SPECIAL NOTICE

This encroachment permit is officially authorized by the City of Hailey, Idaho and is valid only for the work approved and the location shown. **This permit must be clearly posted** and may be declared null and void if authorized agent is proven to be in violation of City ordinances or statutes regulating construction within the City of Hailey. The City of Hailey assumes no responsibility for damage to any encroachment regardless whether a permit has been issued or whether the damage is caused by the City of Hailey, or its agents and employees.

BY PROCEEDING WITH THE IMPROVEMENTS DESCRIBED HEREIN THE APPLICANT ACKNOWLEDGES THEY UNDERSTAND THEIR RIGHTS AND OBLIGATIONS, AND THAT THE DESIGNATED FEES FOR THIS PERMIT HAVE BEEN PAID.

Public Works Department Official

08/20/2026

Date

INSPECTION	STATUS
Residential Driveway -	
Base Inspection Required prior to Paving ! Call 208-788-9830 EXT 1	Fail
City Standard Applies - See Drawing 18.14.012.k - Driveway Approach	Fail
Comments / Conditions: The City has determined that work or improvements were completed within the public right-of-way adjacent to 3840 Woodside Boulevard without an approved City encroachment permit. Because the work was completed without prior City review, authorization, or inspection, corrective action is required. The attached permit-condition exhibit identifies the limited area that may be considered for approval through the City encroachment permit process. If the homeowner wishes to appeal this determination, the homeowner must submit a completed Encroachment Permit Appeal Application and pay all applicable appeal fees within fifteen (15) days of the date of this notice, in accordance with Hailey Municipal Code Section 12.16.090.	

Denied Notice

Hailey City

115 Main St. South

Hailey, ID 83333



Permit Number: 260080

08/20/2026

POGGI JANENE &
PO BOX 213
HAILEY ID 83333-0000,

Dear Property Owner:

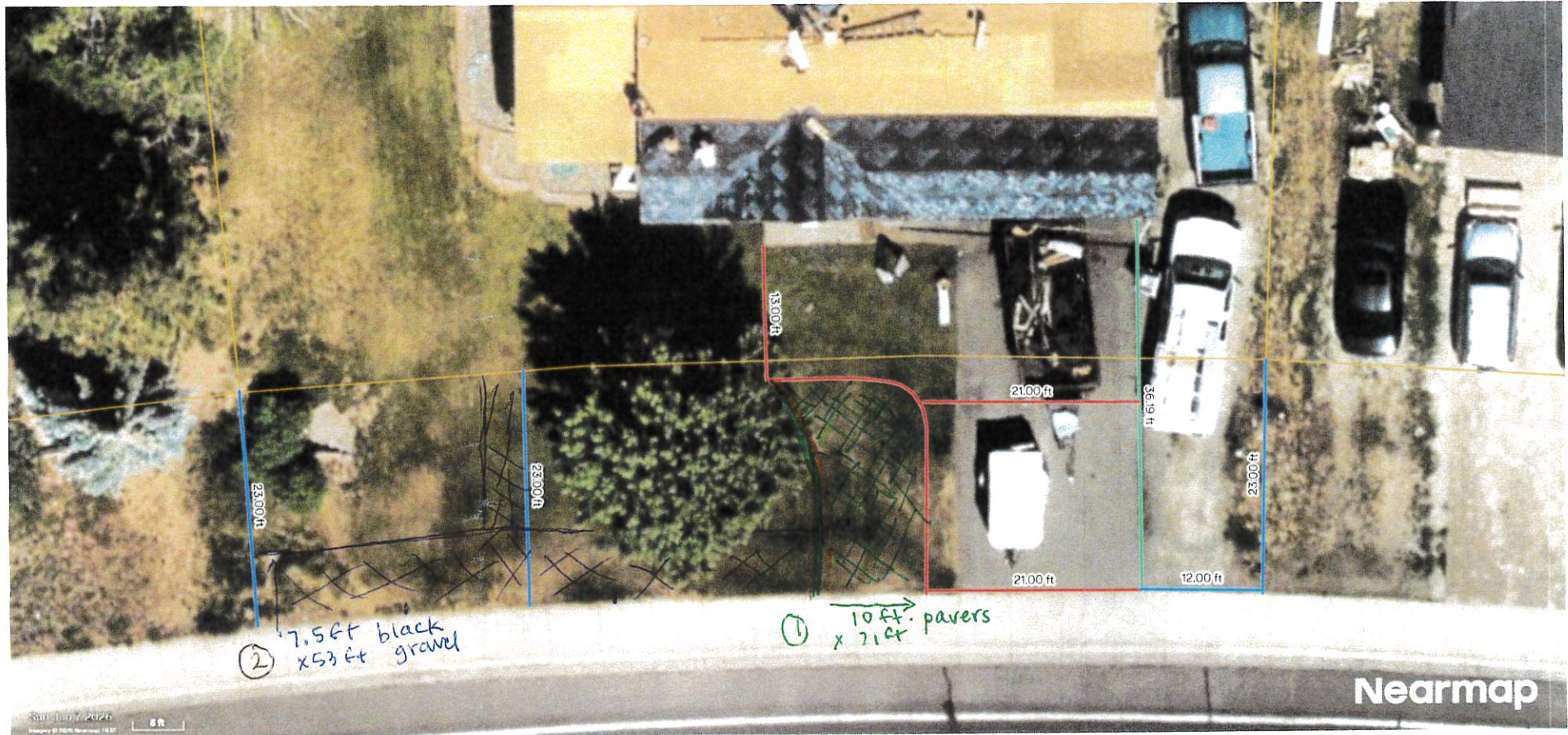
This letter is to notify you that your application for the permit has been denied. For more information please see below.

The City has determined that work or improvements were completed within the public right-of-way adjacent to 3840 Woodside Boulevard without an approved City encroachment permit. Because the work was completed without prior City review, authorization, or inspection, corrective action is required. The attached permit-condition exhibit identifies the limited area that may be considered for approval through the City encroachment permit process. If the homeowner wishes to appeal this determination, the homeowner must submit a completed Encroachment Permit Appeal Application and pay all applicable appeal fees within fifteen (15) days of the date of this notice, in accordance with Hailey Municipal Code Section 12.16.090.

Sincerely,

City of Hailey

Work Being Performed - 3840 Woodside Boulevard



- RED:** Maximum area in which pavers may remain within the public right-of-way. **GREEN:** Existing edge of the driveway.
- BLUE:** Reference measurements from the back of sidewalk to the property lines and from the existing driveway edge to the adjacent property line. **YELLOW:** Approximate property lines.

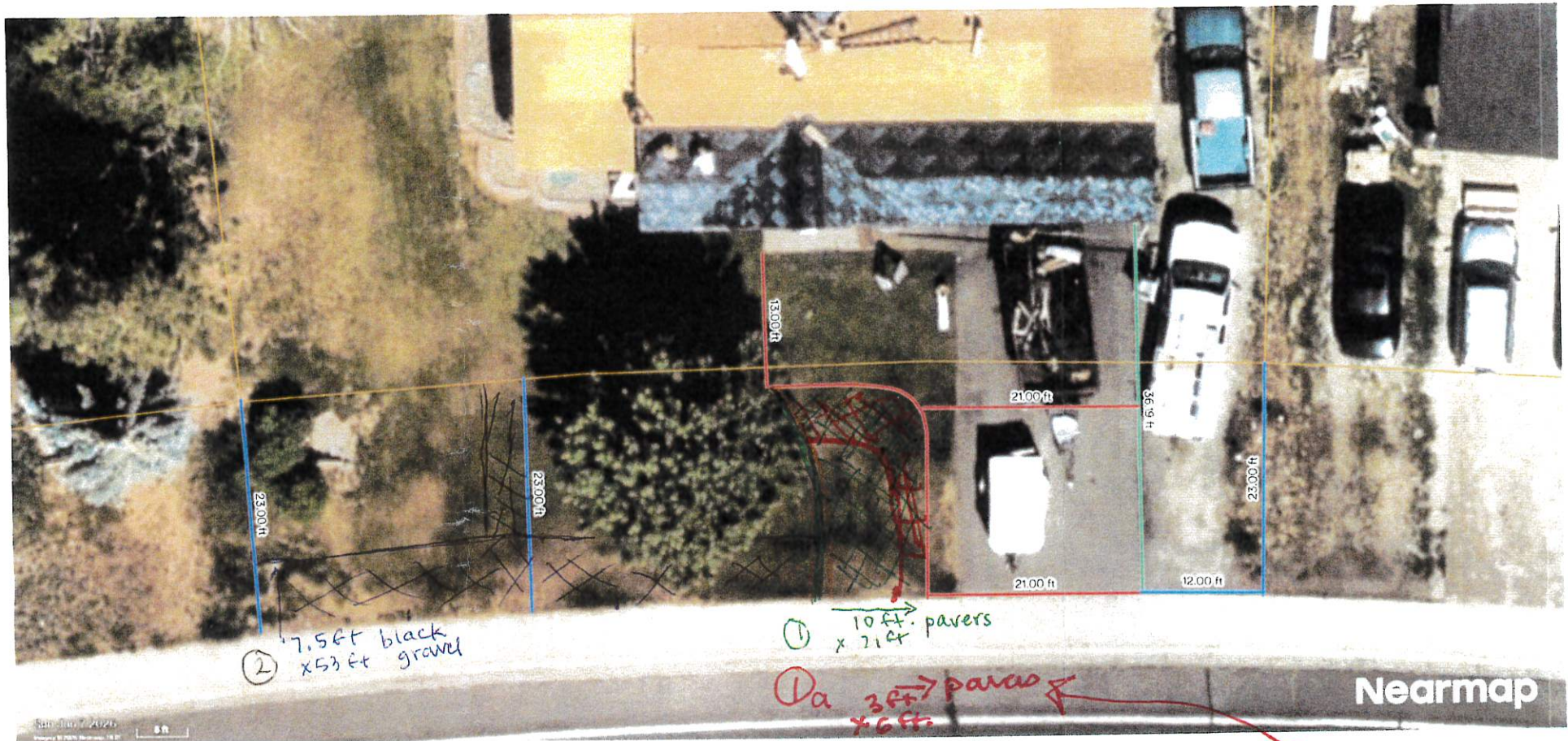
Work Being Performed

Removal of grass and irrigation in easement to accomplish water conservation goals.

- ① Installation of pavers (10 ft x 21 ft) along side edge of sidewalk for maximum durability of the high traffic area.
Utilize pavers at intersection of driveway and sidewalk for optimal snow storage as this is the primary snow storage location 1
- ② Installation of black gravel (53 ft x 7.5 ft) along the edge of sidewalk, moving north.

ALTERNATIVE SOLUTION

Work Being Performed - 3840 Woodside Boulevard



RED: Maximum area in which pavers may remain within the public right-of-way. **GREEN:** Existing edge of the driveway.

BLUE: Reference measurements from the back of sidewalk to the property lines and from the existing driveway edge to the adjacent property line.

YELLOW: Approximate property lines.

Work Being Performed

Removal of grass and irrigation in easement to accomplish water conservation goals.

- ① Installation of pavers (10 ft x 21 ft) along side edge of sidewalk for maximum durability of the high traffic area. Utilize pavers at intersection of driveway and sidewalk for optimal snow storage as this is the primary snow storage location.
- ② Installation of black gravel (53 ft x 7.5 ft) along the edge of sidewalk, moving north.

Alternative Solution

1a

Installation of pavers (3 ft x 6 ft x 21 ft) along sidewalk and driveway



115 MAIN STREET S. SUITE H
HAILEY, ID 83333
PHONE: (208) 788-4221
FAX: (208) 788-2924

INVOICE #	INVOICE DATE
111846636	08/31/2026
DUE DATE	CUSTOMER ACCOUNT NUMBER
08/31/2026	201
AMOUNT DUE	TERMS:
459.00	Open Terms

BILL TO:

POGGI, JANENE

PO BOX 213
HAILEY ID 83333

PLEASE DETACH AND RETURN THIS TOP PORTION WITH
YOUR PAYMENT BY DUE DATE TO:

CITY OF HAILEY
115 S MAIN ST STE H
HAILEY, ID 83333

INVOICE

DESCRIPTION	QUANTITY	CHARGE	EXT. PRICE
ENC NSPECT DISCOVERY/NOTIFICATION FEE	1	155.00	155.00
ENC APP RESIDENTIAL	1	59.00	59.00
APPEAL FEE	1	133.00	133.00
ENC APP RESIDENTIAL	1	112.00	112.00
			459.00
			TOTAL AMOUNT DUE

09/01/2026 3:57 PM

CITY OF HAILEY
115 MAIN ST SOUTH STE. H
HAILEY ID 83333 208-788-4221

Receipt No: 1.000059347 Sep 2, 2026

201 A
POGGI, JANENE
PO BOX 213
HAILEY ID 83333

Previous Balance: 459.00
Accounts Receivable
A/R Payments - 459.00
Encroachment 260080
001-00-10700
Accts Rec Cash Clearing Acct

Total: 459.00
New Balance: .00

Check - MWB
Check No: 133 459.00

Payer:
POGGI, JANENE
Total Applied: 459.00

Change Tendered: .00

THANK YOU FOR YOUR PROMPT PAYMENT
For Billing Inquiries Call: (208)788-4221
Office Hours: 9:00 a.m. - 5:00 p.m. Monday thru Thursday
Friday: 9:00 a.m. - 12:00 p.m. (noon)

Return to Agenda

AGENDA ITEM SUMMARY

DATE: 9/28/26 **DEPARTMENT:** Admin **DEPT. HEAD SIGNATURE:** LH

SUBJECT:

Motion to approve Resolution 2026-_____, authorizing an MOU regarding community housing partnership with The Advocates.

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

The Advocates has and is making a significant investment in Hailey with regards to both transitional and workforce housing. Mayor and staff are recommending a partnership between the City of Hailey and The Advocates based on the following:

1. The Advocates owns a 4-plex across the street from Les Shwab (513 N river Street). Each unit is approx. 750 square feet, with 2-bedroom, one bath. The units were remodeled and modernized in 2017 and used for transitional housing for people impacted by abuse.
2. Two of the four units were renovated in 2024 to be used as Thrive Kids Early Learning Center. Thrive Kids opened in June 2024. The other two units were updated and converted to employee housing in May 2025.
3. After The Advocates' new Thrive Center for Safety & Healing at S. River and W. Croy opens in November 2026, Thrive Kids will move to The Advocates' vacated space at 211 S. River Street in January 2027. The other two apartment units previously occupied by Thive Kids units will be converted to employee housing. Costs to remodel these two units are estimated at \$150,000.
 - a. Hailey would contribute \$75,000 from the Housing Capital Fund, which would fund the conversion of one (1) unit. In exchange, the City would have first rights for 15 years to lease the unit to a City employee at a lease rate determined by Hailey. If no City employee is interested, The Advocates would rent the unit as per their typical process. The parties would determine what happens each year if there is a tenant in the unit that is not a City employee.
 - b. The Advocates would continue to manage the unit(s) and fund all necessary maintenance.
 - c. The Advocates would pay for water, sewer, garbage, snow plowing and lawn care. Tenants would pay for electricity.

The City Attorney has drafted the attached agreement for Council consideration.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

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

This partnership would draws down the remained of funds remaining in the FY 2026 Housing Capital Fund. If not expended, those funds would roll back into the Capital Fund for next year, although the funds would not be specifically earmarked for housing.

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to approve Resolution 2026-_____, authorizing a Memorandum of Understanding with The Advocates in the amount of \$75,00.

ACTION OF THE CITY COUNCIL:

Date _____
City Clerk _____

FOLLOW-UP:

*Ord./Res./Agrmt./Order Originals: Record

*Additional/Exceptional Originals to: _____

**CITY OF HAILEY
RESOLUTION NO. 2026-**

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY AUTHORIZING
THE EXECUTION OF THE AGREEMENT WITH THE ADVOCATES FOR A
COMMUNITY HOUSING PARTNERSHIP IN THE AMOUNT OF \$75,000.**

WHEREAS, the City of Hailey desires to enter into a Memorandum of Understanding (MOU) with The Advocates for community workforce housing; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HAILEY, IDAHO, that the City of Hailey approves the attached MOU, a copy of which is attached hereto, and that the Hailey Mayor is authorized to execute the attached MOU.

Passed this 28th day of September 2026.

City of Hailey

Martha Burke, Mayor

ATTEST:

Mary Cone, City Clerk

**MEMORANDUM OF UNDERSTANDING BETWEEN THE
ADVOCATES FOR SURVIVORS OF DOMESTIC VIOLENCE AND
CITY OF HAILEY
(COMMUNITY HOUSING CONVERSION INVESTMENT 513 N.
RIVER STREET)**

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is dated this ____ day of _____ 2026, is by and between THE ADVOCATES FOR SURVIVORS OF DOMESTIC VIOLENCE ("The Advocates") and the CITY OF HAILEY, Idaho (the "City")

RECITALS

A. The City is a municipal corporation possessing powers granted to municipalities under the applicable provisions of the Constitution of the State of Idaho, Idaho Code, including the power to contract; and

B. The Advocates is a non-profit corporation formed under the laws of the state of Idaho, duly certified as tax exempt by the Internal Revenue Service pursuant to IRC section 501(c)(3), and domiciled in the State of Idaho, County of Blaine and City of Hailey; and

C. The Advocates is the owner of real property described as:

1. Hailey LOTS 3 & 4, BLK 66 .165@ 7,200SF EXEMPT APP
Received 2026, commonly referred to as 513 N River Street
(hereafter the "River Street Property"); and

D. The Advocates owns and develops residential real property in furtherance of its nonprofit charitable purposes, including community housing, and desires to partner with the City to further those purposes. The River Street Property is currently a building with two apartments units with additional commercial space that has been previously used, in part for daycare services and in part for residential purposes. The Advocates intend to modify the current setup so that it will be a four-unit apartment building,. The Advocates and the City desire to convert the space previously used for daycare to residential purposes; and

E. The City has identified affordable housing as a community priority and has budgeted funds dedicated to that purpose. The estimated cost to convert a single unit, in the River Street Property from daycare use to residential use is seventy-five thousand (\$75,000.00), and the City is prepared to exchange that amount of investment for the assurance that at least one (1) unit equivalent be reserved for residential rental occupancy of an employee of the City, or a person appointed by the City (collectively a "City Occupant").

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises, agreements, terms and conditions set forth herein, The Advocates and City covenant and agree as follows:

1. **INCORPORATION OF RECITALS.** The Recitals set forth above are an

integral part of this document and are fully incorporated herein by this reference.

2. MONETARY INVESTMENT. Recognizing the Advocate's intention to redevelop the River Street Property by converting the current commercial space, being utilized as a daycare facility to residential uses as two separate apartments, the City agrees to invest seventy-five thousand dollars (\$75,000.00) in the project improvements which will be in general conformance with the plan and design set forth in Exhibit A, attached hereto and incorporated herein by this reference (hereafter the "River Street Property Conversion Improvements").

3. IMPROVEMENTS. The Advocates shall utilize the City's monetary investment as set forth herein, together with other funds developed by the Advocates such that the two units be restored and converted to (two (2) bedroom, one bath) residences pursuant to a valid building permit and occupancy permit to be issued before or around May 30, 2027, all in conformity with Exhibit A.

4. OCCUPANCY. The River Street Property units shall be occupied under the management and screening of the Advocates to those individuals meeting criteria established by either the Advocates or Hailey standards which may be amended from time to time, applicable to rental properties, in accordance with Exhibit B attached hereto and made a part hereof (the "City Rental Criteria"). In accordance with the City Rental Criteria, the River Street Property qualifies as community housing ("Community Housing). One (1) such unit shall be made available on a first priority to an employee of the City, or person appointed by the City (collectively a "City Occupant"). When a unit is occupied by a City Occupant, the City shall set the rental amount. In the event there is no qualified City Occupant seeking to rent at the River Street Property when there is a vacancy, the Advocates shall rent to a non-City Occupant ("Non-City Occupant") who otherwise meets the City Rental Criteria, however, the Advocates shall set the rental amount for all Non-City Occupants. When the Advocates rent to a Non-City Occupant, the rental agreement shall be for a maximum one (1) year term. At the conclusion of this maximum term, the Advocates shall again seek to fill the unit with a City Occupant. However, the Advocates shall not displace a Non-City Occupant that otherwise meets the City Rental Criteria if Non-City Occupant agrees to rent the unit for an additional one (1) year term and there shall be no cap on the number of additional one (1) year terms for a Non-City Occupant. When a Non-City Occupant agrees to an additional one (1) year term, the City will have priority on the next available housing unit to rent to a City Occupant pursuant to the terms of this MOU.

5. TERM. This MOU shall commence on the Effective Date and shall remain in full force and effect for an initial term of fifteen (15) years (the "Initial Term"). Upon expiration of the Initial Term, this MOU shall continue in effect unless and until terminated in accordance with the termination provisions set forth in this MOU, however, priority no longer will need to be given to City Occupants.

6. MAINTENANCE. The Advocates shall maintain the River Street Property to ensure the continued use as Community Housing in perpetuity unless terminated pursuant to the terms provided herein.

7. TERMINATION. This Agreement may only be terminated upon completion of each and every one of the following conditions:

ii. Upon written agreement between The Advocates and the City.

9. ENTIRE AGREEMENT. This document sets forth the entire understanding of the parties hereto, and shall not be changed or terminated orally. Any other agreements between the parties, express or implied, are hereby cancelled and of no further force or effect. It is understood and agreed by the parties hereto that there are no verbal or written promises, agreements, stipulations or other representations of any kind or character, express or implied, other than as set forth in writing in this document.

10. AUTHORITY. Each of the persons executing this document represents and warrants that he has the lawful authority and authorization to execute this Agreement, as well as all deeds, easements, liens and other documents required hereunder, for and on behalf of the entity executing this Agreement.

11. GOVERNING LAW. The validity, meaning and effect of this document shall be determined in accordance with the laws of the State of Idaho applicable to agreements made and performed in that state

12. AMENDMENT. This document may be revised, amended, or canceled in whole or in part, only by means of a written instrument executed both by The Advocates and by the City.

IN WITNESS WHEREOF, the City and the Advocates have executed this Agreement the day and year written herein.

CITY OF HAILEY

By: _____
Martha Burke, Mayor

ATTEST:

Mary Cone
Hailey City Clerk

THE ADVOCATES FOR SURVIVORS OF
DOMESTIC VIOLENCE

By: _____
Tricia Swartling, CEO

STATE OF IDAHO)
; ss.
County of Blaine)

On this _____ day of _____, 2026, before me the undersigned Notary Public in and for
said State, personally appeared Beaver Burke, known or identified to me to be the Mayor
of Hailey and the person whose name is subscribed to the within instrument, and
acknowledged that he executed the same on behalf of the City of Hailey.

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

Notary Public for Idaho
Residing at: _____
Comm. Expires: _____

STATE OF IDAHO)
; ss.
County of Blaine)

On this _____ day of _____, 2026, before me the undersigned Notary Public in
and for said State, personally appeared Tricia Swartling, known or identified to me to be the
chief executive officer of THE ADVOCATES FOR SURVIVORS OF DOMESTIC
VIOLENCE and the person whose name is subscribed to the within instrument, and
acknowledged that he executed the same on behalf of THE ADVOCATES FOR
SURVIVORS OF DOMESTIC VIOLENCE.

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

Notary Public for Idaho
Residing at: _____
Comm. Expires: _____

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Staff Report: City of Hailey Water Conservation Program Update

September 14, 2026

The City launched three water conservation programs on May 8th:

1. **2026 Irrigation Season Reduction Program:** focuses on reducing overall water consumption by a specific target goal (20%, 30%, or 40% reduction from a 2025 baseline). Participants state the percentage reduction in water consumption they aim to achieve and if they will begin conserving in May, June or July.
2. **Permanent Irrigation Reduction:** targets permanent irrigation reduction by removing water-thirsty plantings such as turf.
3. **Irrigation Audit:** Up to \$150 rebate for an irrigation audit. Participants conduct an irrigation audit with their preferred licensed Contractor.

PROGRAM	# PARTICIPANTS*	EST. PENDING COST	EST. GALLONS SAVED**
2026 Irrigation Season Reduction	52	\$46,109.92	3,554,200
Permanent Irrigation Reduction	15***	\$36,275	976,000
Irrigation Audit	13	\$1,950	N/A
Total:	80	\$84,334.92	4,530,200

* These numbers reflect number of participants in each program, there are participants who are engaged in multiple programs.

** This estimate is based on goals stated by program participants and reflects the total savings if 100% of the goals were met.

*** The City has not yet received confirmation from many of the participants in this program; this number reflects the number of individuals who have expressed interest in participating, including the amount of water conservation they anticipate and the project cost.

Total Water Surcharge collections to date are as follows:

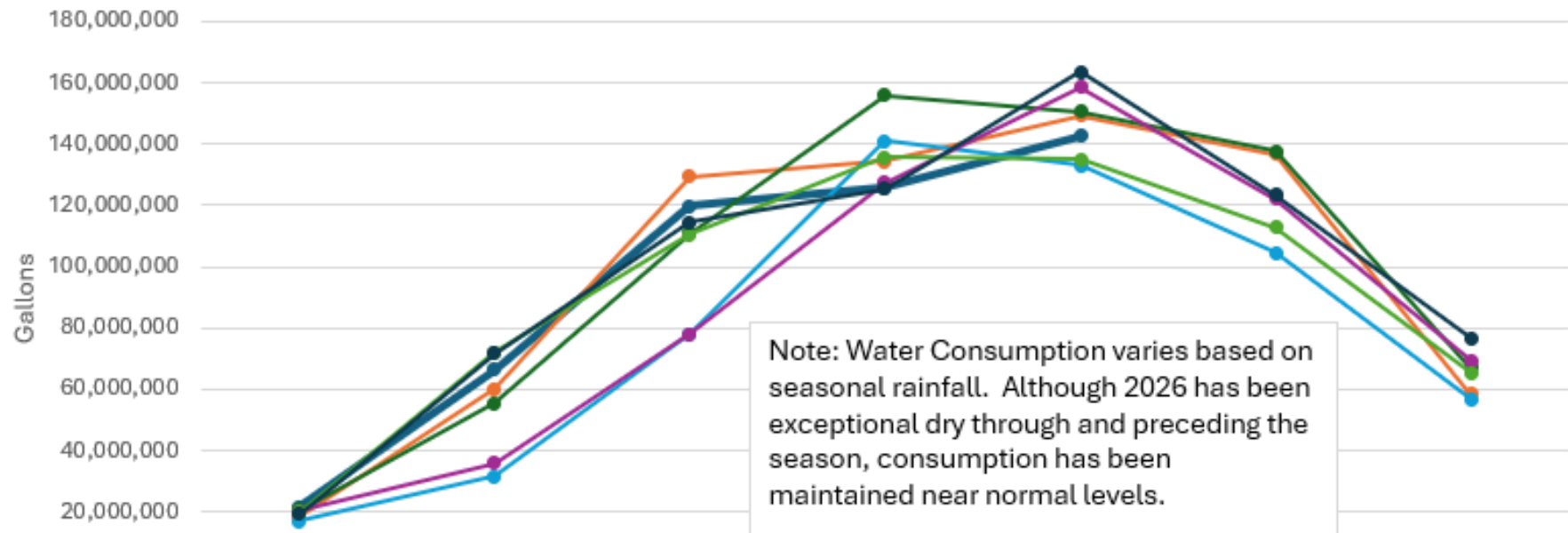
Service	CONSERVATION SURCHARGE 					
Sum of Amount	Months (Date) 					
Customer Type 	May	Jun	Jul	Aug	Grand Total	
CITY OWNED	\$ 280.53	\$ 972.72	\$ 1,041.96	\$ 933.43	\$ 3,228.64	
CITY PARKS	\$ 277.26	\$ 2,814.18	\$ 3,106.74	\$ 7,585.78	\$ 13,783.96	
COMMERCIAL- METERED	\$ 5,312.35	\$ 12,414.78	\$ 12,710.32	\$ 14,150.86	\$ 44,588.31	
CONSTRUCTION	\$ 55.86	\$ 372.47	\$ 355.27	\$ 263.20	\$ 1,046.80	
COUNTY OWNED	\$ 1,345.27	\$ 1,666.64	\$ 1,618.10	\$ 1,876.22	\$ 6,506.23	
IRRIGATION - METERED	\$ 3,486.24	\$ 8,545.87	\$ 10,402.96	\$ 12,729.11	\$ 35,164.18	
MULTI-FAMILY METERED	\$ 3,623.42	\$ 7,146.55	\$ 9,234.86	\$ 9,579.04	\$ 29,583.87	
RESIDENTIAL		\$ -	\$ -	\$ -	\$ -	
RESIDENTIAL- METERED	\$ 9,065.98	\$ 40,419.88	\$ 46,004.12	\$ 57,874.11	\$ 153,364.09	
SCHOOL DISTRICT	\$ 1,117.92	\$ 1,476.69	\$ 1,704.72	\$ 2,061.22	\$ 6,360.55	
COMMERCIAL- NON METERED		\$ -	\$ -	\$ -	\$ -	
Grand Total	\$ 24,564.83	\$ 75,829.78	\$ 86,179.05	\$ 107,052.97	\$ 293,626.63	

Original surcharge collections were projected to be :

- May: \$16,284
- June: \$59,254
- July: \$65,155
- August: \$78,624

Total projections through August: \$219,318

Metered Water Volumes by Month



	April	May	June	July	Aug.	Sept.	Oct.
2026	21,738,000	66,286,000	119,844,000	125,871,000	142,530,000		
2025	18,268,000	60,264,000	129,378,000	134,218,000	149,273,000	136,711,000	58,375,000
2024	20,520,000	55,411,000	110,834,000	155,914,000	150,615,000	137,755,000	67,099,000
2023	17,134,000	31,460,148	78,109,000	141,034,000	132,952,000	104,518,000	56,857,000
2022	20,212,000	35,839,000	77,898,000	127,255,000	158,502,000	122,114,609	69,537,000
2021	20,009,000	72,186,000	110,591,350	135,737,400	135,034,300	112,980,667	65,480,937
2020	19,230,000	71,841,000	114,364,001	125,494,021	163,711,007	123,533,000	76,569,000

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