



CITY OF STANLEY

APPROVED

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## Regular City Council Meeting Minutes

March 12, 2026 @ 5 pm

Stanley Community Center, 510 Eva Falls Stanley, ID 83278

**Call to Order:** (Mayor Botti) 5:05 pm

**Roll Call:** Councilmember Cardoso – Present; Councilmember Hernandez – Present; Councilmember Thompson – Present; Councilmember Cron – Present; Mayor Botti – Present

Also present: City Clerk - Hannah Fake, Treasurer - Savannah Pedersen, Operations Manager – Kimberly Peters, Geoffry Schroeder – Attorney, John McDevitt – Attorney

### Agenda Amendments:

### Mayor/Council Comments:

- Wood River Land Trust Property Transfer will not be discussed tonight. We are still having some review and the representative from the land trust wished to be available to speak and is not available today. We will postpone this discussion to another meeting.
- Councilmember Thompson read from previous meeting minutes regarding his comments on seasonal housing. He had stated that he was housing employees in his own space and had been waiting a long time for seasonal housing. He had presented his story as an analogy for what other businesses are experiencing, and he is not on the council to promote his personal business. He provided the example that Riverwear is supporting 3 business entrepreneurs. He offered to serve because no one else did and housing will serve everyone in the community. He is speaking out to represent the needs of the community and wanted to clarify that he is not making decisions on the council for personal needs.
- Councilmember Cardoso requested clarification on what his duties are as council president. Since he was unclear of what his responsibilities are if the Mayor leaves. Cardoso also requested official emails and the Clerk replied she was working on that. He also stated that he would like transcripts and recordings available for review because it would be helpful for the public to have a full audio recording. The Mayor replied that we can discuss that further. The City has come up with policies in the past regarding how the recording of meetings is handled but that doesn't mean they can be relooked at. Cardoso stated he didn't think there was enough transparency.
- Mayor Botti provided an update on the workforce housing process. It is a lengthy process with lots of steps and the plan is still to provide essential workforce housing and seasonal housing.

**Presentations/Citizen Participation:** The public is invited to present commentary at will regarding any City-related business, whether or not that item is included on the agenda. Comments are limited to five (5) minutes and may or may not be addressed by the Council/Mayor.

- The Clerk read a letter from the Custer County Commissioners' and a letter from Lisa Muscavage (included in the minutes).
  - In response to the Commissioners' letter, the Clerk stated that she had reached out to the Custer County Clerk to say the Commissioners were welcome to join any meeting and ask if there was date they wanted to schedule a meeting. She had not receive a reply.
  - Cardoso asked when the Mayor had presented that information to them. The Clerk and Mayor replied that they had met with them the commissioners in the last few months and had provided them with an overview of the project but not a lot of very specific details.
  - Mayor stated he followed up a few days ago with Randy Corgatelli and Corgatelli said that the Commissioners were fine and they didn't have anything further to discuss. Cardoso asked if they were retracting the letter. The Mayor replied that Corgatelli did not say they

were retracting the letter and he just said they were fine and didn't need to discuss any of the issues further. Cardoso stated he didn't think a public meeting on their turf would help. Jon Christianson asked if the Mayor or Council had spoken to Tim Wolff or Steve Shafran. Christianson suggested that the Mayor might want to reach out to him and see what information he could offer as he is one of the most knowledgeable people in the valley and has worked on workforce housing in the Wood River Valley and other mountain communities. The Mayor replied we would get contact information and reach out.

### Open Meeting Violation Cure

### Action Item

- Explanation of the deliberation and discussion and acknowledgement of the violation.
- Declare void actions taken as a result of that meeting, if any.
- Distribution of proposal materials sent in the email chain.
- Discussion/deliberation regarding the proposal materials circulated in the email chain.
  
- Geoffery Schroeder - The Council will have a number of decisions before them regarding the workforce housing project. Those decisions all require a vote when a quorum is present. On February 26 a Councilmember composed and forwarded an email to at least two other Councilmembers regarding a proposal for workforce housing development. (Schroeder was later corrected that this wasn't a proposal for further development but was a proposal relating to project management services.) Members of the council reached out to get information and circulated that information to each other. Schroeder read the Idaho Code definition for deliberation and provided an example where this had happened before in other local governments. It is common and easy to accidentally do this. This sharing of information via email was an open meeting violation and state code provides a way for this to be cured. To cure a violation, you must acknowledge that it occurred, share information that was discussed, and reverse any decision that was made based on that information. In this case no decisions were made and so it is easy to cure. Open meeting violations can be a problem in two ways, if it is done knowingly or repeatedly fines can escalate, but the bigger issue for the City is that any decisions based on the information discussed are void, including contracts etc. There is a lot of case law on this.
- Councilmember Hernandez asked if you could talk to members of the community and then share it?
  - Schroeder responded that Councilmembers cannot talk to each other, but they can talk to the members of the public. Councilmembers cannot talk to the public about zoning decisions because it is quasi-judicial.
- Hernandez asked if having a City email would clarify that.
  - Schroeder responded that if the Clerk or Mayor should bcc the council to prevent an accidental reply all.
- Hernandez asked how information should be shared if one Councilmember collects it and then wants to share with other Councilmembers.
  - Schroeder – The Mayor and City staff can send Councilmembers information; the issue comes when Councilmembers reply back to other Councilmembers. Hernandez clarified that if she had information she wanted to share with the council she should give it to the Mayor to share out and Schroeder stated that was correct.
- Thompson clarified that the information shared was not for workforce housing development but was for a request for proposals for project manager services. Schroeder acknowledged he misunderstood what the proposal contained but he saw the email that Hernandez and Thompson went and met with a company together and received a proposal afterwards. This matter is pending before the council.

- Hernandez asked how it was pending if they hadn't voted on it or scheduled a vote yet. Schroeder clarified that it is regarding workforce housing which is a topic in general that is before the Council and will be before the Council for decisions.
- Thompson and Hernandez explained that the company sent the proposal to the City but it didn't arrive and so they received it and wanted to make sure the council had it, so Hernandez sent it out. Schroeder stated that the exchange was relating to a matter pending and constitutes deliberation.
- Cardoso stated that he didn't think it was sent with comment. Schroeder stated it doesn't require comment, but it is just the receipt or exchange of information or opinion. Cardoso clarified that he should have given it to Savannah or the Mayor to distribute it and Schroeder confirmed that Cardoso's statement was correct and that is how information should be distributed.
- Cardoso asked for clarification on why the council has had 2 meetings regarding the open meeting law this year and in his previous 5 years he has never had one meeting on this. He asked if Cron had received the information that was provided in the earlier meeting on open meeting law as Cron was not present at that first meeting. Cron stated he had received that information.
  - Cardoso asked if during the last meeting, Schroeder had advised them that two Councilmembers could not meet and discuss action items. Schroeder stated that was correct. Cardoso responded that he had received advice from the Mayor of Ketchum and Google that with a council of four members, the council may generally meet and discuss City business without violating the Idaho meeting law and asked Schroeder if what he was telling the council was open to interpretation.
    - Schroeder defined meeting and decision from Idaho Code. The code implies that you can have a meeting without a quorum. In his opinion, and what is almost universally accepted with all municipal attorneys, is that it is clear that two Councilmembers discussing City business outside of a duly noticed meeting constitutes an open meeting violation. It is Schroeder's legal advice to the City that Councilmembers do not meet to discuss City business outside of a posted open meeting. He proceeded to reiterate the risks associated with violating the open meeting law which included invalidating any decisions or contracts offered.
    - Cardoso asked for clarification if he was correct to ignore a call from former Councilmember Gadwa. Schroeder stated he thought that would be correct but didn't know enough about the situation. He stated it is fine to have a phone call talking about someone's birthday or something unrelated to City business. Schroeder stated he would advise that Councilmembers refrain from discussing anything that might one day have potential to be on the agenda.
- Thompson - We got letters from 3 people who I admire in the community who recommended getting someone to help with the project. One person recommended someone in Boise. I didn't know if I had the right to educate myself and talk with this individual, so I gave them a call. I went and talked to the Mayor and I asked the Mayor to make a call to call this recommended person. The Mayor later said he spoke with this individual but didn't think it was what we needed. I didn't want to talk about the project but wanted to talk to them if they could be of service to the City during this project. Is it illegal for me to go to Boise and talk to someone? The illegality here was because I invited another Councilmember to go with me?
  - Schroeder replied the second councilperson was a violation. The one we are addressing now is regarding sending information between Councilmembers. It is not illegal for you to go and meet with them on your own. Schroeder stated that he would advise Thompson and other Councilmembers to exercise caution in giving the impression that they can bind the City because Councilmembers do not have that authority.

- Hernandez stated that they had just asked the company questions like how long they had been in business.
- Schroeder also advised that having two Councilmembers can easily lead to serial meetings.
- Thompson clarified that Schroeder's advice is not to discuss anything regarding workforce housing outside of City Meetings with other Councilmembers. Schroeder said that was his advice.
- Botti stated that at previous meetings there were discussions that the City is working towards procuring the services of a project manager to help the City manage the Workforce Housing Project and currently the Council is working towards that decision.
- Cron said deliberation with the Mayor and City Clerk was okay, but it was not okay if there were other Councilmembers present. Schroeder stated that was correct.
- Cardoso said he felt like there were tons of violations before he took over as president and asked why this is the second meeting in a year and that they had zero meetings before this.
  - Schoeder replied that he had not been made aware of any violations. He stated that he has been doing a presentation for almost every City he represents for new Mayors and Councilmembers and is still doing them for cities.
- Thompson asked if this would affect any votes in the future and Schroeder replied that it would not once it was cured and that curing this violation, it would protect votes in the future.
- Cardoso asked what would happen if a Councilmember sent something that the Mayor didn't like and didn't want to send out. Schroeder stated if the Mayor refused to share information with you prior to the meeting the Councilmember should bring it to the meeting and share it and the Councilmember should state that they tried to share it before the meeting but it was not share,

**MOTION by Councilmember Hernandez to acknowledge deliberation accidentally happened regarding a proposal for a project manager. SECOND by Councilmember Cron.**

Roll Call Vote: Councilmember Cardoso – Yea; Councilmember Hernandez – yea; Councilmember Thompson – Yea; Councilmember Cron – Yea

**None Opposed; ALL IN FAVOR**

## **Workforce Housing**

### **Ground Lease Other Regulatory Agreements**

- Mayor – John McDevitt, an attorney who also represents the Idaho Housing and Finance Association, has been working on the Ground Lease and has a lot of experience in this work.
- McDevitt stated he has a lot of experience with development. The Council approved the Lease Option, and he is drafting and will be negotiating the ground lease with the Developer. Initially I think you received a draft of ground lease, and it had a number of concepts in one document. It can be done that way but can be challenging. I have recommended that we split up the documents.
  - The Ground lease addresses the land; a regulatory document addresses occupancy; a development agreement is entered between City and developer that outlines scope of project, the scope of the project, the general design to be approved, zoning requirements included; HUD grant Subrecipient Agreement will subgrant it to Northwest to help build the housing and would require developer comply with HUD restrictions. The HUD grant isn't your typical housing grant it doesn't have strict affordability restrictions. There is discussion of local option tax contribution and how much and when the City will contribute so it makes sense to have another agreement between the City and Northwest on how that will work. Those are the agreements that will be between the City and developer. With the ground lease, there was deliberation whether it encumbers the whole 4 acres and if there would be conditions, and I will address that.

- Thompson asked about the different drafts between meetings of decision items. The Clerk clarified that last meeting the Council discussed a lot of these decision points and the ones that were not controversial or had a general consensus were not included in the updated decision point document as they had generally been decided upon. Thompson clarified that he wanted the 3<sup>rd</sup> party reviewer/project manager to look at them. The Clerk stated that could happen but to be most helpful the City still needs to have a document that we can provide to the person hired.
- McDevitt – The Council needs to decide on the general concepts and give me the direction that the council wants to go. I will draft it, then you will be able to approve it, modify it, or reject it. The ground lease is the natural starting point. The Developer needs to have an interest in the land. The federal government conveyed land with some direction to the City. There were questions regarding the limit of 20 units and I think there is flexibility in that.
  - Cardoso – I read up to 20 units. What language modifies this statement? What if we build more units than the 20? Would be afoul of the law? Is there a penalty?
  - McDevitt – The language is a statement, not an obligatory, it is reciting an intent. If the City were to construct more than 20 units, I don't think that's going to be a technical violation of the federal act. The conveyance is clear that the City needs to own the land. Encumbering it with a leasehold interest you don't lose interest in the land. I am not concerned that the feds would come in and take back the land if the City built more than 20 units. There is a point of ambiguity because the Act is not clear. There is a process we could go through. I have not studied the legislative intent but it could include guidance.
- Cardoso – It says that the Secretary shall remove the old barn, how do you interpret that.
  - Russell Clark to McDevitt - I would suggest reading the Public Law as it specifies about the barn and that the secretary of state has to review the plans.
- McDevitt – I have read the law. I think if the City wants the Barn removed, that is something they can request doing.
- Cardoso – I want to make sure we are following what the act says. It says we have to remove the barn and we aren't doing that and it says we can't go over 20 units and we might be doing that, and the 2 stories
  - McDevitt - There is a 2-story maximum but a walk-out basement is allowed in City Code. The plan as I understand it would not violate the act.
- Cardoso – Why do they care about all of these things?
  - Mayor addresses this question and provides some background and history: I was part of the discussions with the Act. The two-story requirement was about trying to ensure the City wouldn't build a 15 story apartment complex as that would be in violation of the Sawtooth NRA land regulations and our own City code. At the time, that piece of property was not within City limits and so City code would not apply, Custer County code would apply and not restrict that. The intent was that they didn't want to see something that would violate the City Code or SNRA regulations. Regarding the 20 units: The committee and Simpsons office wanted to see something significant happen if they transferred this property, not just one or two units. They didn't want us to restrict us building more than 20 units.
  - Cardoso – And the barn?
- Clerk read the section of the act on the barn. In summary the Secretary may remove the barn at conveyance or when the City requests.
  - Mayor – We have correspondence with the Forest Service that says we don't want to remove the barn.
  - Cardoso – So none of this is going to get this in trouble with a watchdog group? I want to make sure that we don't have to go back to congress.
- McDevitt – If the City wants the barn gone, make the request, if you don't want it to be removed, don't request it. As far as the 20 units there is some ambiguity, someone could challenge it, but I

think the legal risk is low. If it's a concern, I think you could reach out and get guidance with Simpson's office or the Secretary. If these are 2 story structures within the City's Code then that does not concern me from a legal standpoint.

- Jon Christianson - I have done a lot of complex projects. I would do a framework document and within that includes term sheets on the agreements. If you can lay out a framework document, it will be a lot easier.
- McDevitt – On the ground lease, there was discussion if the ground lease should encumber the full 4 acres or a portion of it and if it should include phase 1 or phase 1 and 2. The way I am thinking of this, both from a legal and efficiency standpoint, is to have the ground lease encumber all 4 acres with conditions. If, hypothetically, the ground lease is entered and then the funding is not provided the City needs a way to get out of it. There will be conditions for performance (like funding, breaking ground, and occupancy dates) to consider putting in the ground lease to allow the Developer to continue to phase 2. If all those criteria have been satisfied and the Developer wants to proceed with phase 2 there would be similar approvals required. That is right now what I am operating under. The ground lease encumbers the whole property and gives the City opportunities to hold the Developer accountable and terminate the ground lease if the Developer is not performing.
  - Mayor asked if those terms would be in the Ground lease and not the development agreement. McDevitt replied that those things would be in the Ground lease but there would be cross references to the development agreement.
- Cardoso asked if there is a way to bind them to seasonal housing for phase 2? McDevitt replied that it could be legally required.
- Thompson – What is the benefit to the City of including phase 2 with phase 1?
  - McDevitt – From a legal perspective it is beneficial to have one party that has the full access to the land and they have a motivation to perform in phase 1.
  - Thompson – They would have that motivation it was just phase 1. I have a letter that says phase 2 might require local capital so would it not be better for the City to do phase 2 not do it at the behest of Northwest. If we wanted to choose an alternative for phase 2 like RV campground, why would we want that encumbered with this development company. What is the benefit to the City?
  - McDevitt –The legal point is protecting the City's interests, drafting a ground lease that encumbers the 4 acres is an efficient and simple process. If the City decides to limit the scope of engagement to phase 1, the issues could be losing the developer because there is a benefit to them to having phase 2, efficiencies etc. I don't know the answer if you would lose them or not, but that is a potential risk.
  - Mayor – I see more efficiency in integrating the planning between Phase 1 and 2. The are concerns with infrastructure. If the City must deal with two or three different developers at the same time, it will complicate the whole project a lot.
- Clerk reads email from John Vance with Northwest regarding phase 2, included in minutes.
  - Mayor – This speaks to a lot of issues of why this should remain an integrated project. The City still controls the land by having performance requirements. The Developer is already thinking how this might work and how they will integrate what is happening with the whole project. It may involve different financing mechanisms. We need to design the infrastructure under some assumptions that some of it will need to serve Phase 2. I can't think of a reason why we wouldn't proceed on that basis unless there is failure to perform or Northwest can't obtain financing or doesn't want to proceed in which case we have provisions that protect the City. Our attorney will write those provisions in.
- Cardoso – How long would we give Northwest to get phase 2 going. I don't want to tie up phase 2 forever. Is there a standard?

- McDevitt – There isn't a standard. The City would need to work with the developer to see what would make the most sense here.
- Cardoso – Is there a right of first refusal, or other options like right of first bid. Are there other versions of this that we can look at?
- McDevitt – This concept and structure of how this housing is coming together is unique. You can say, developer as long as you meet these objective criteria you have option for phase 2. If they don't meet the objective criteria they lose the interest in phase 2.
- Hernandez - Wouldn't it be easier to come up with this draft after hiring a project manager? Maybe before we firm it up too much more we should have a project manager look at it.
  - McDevitt – There aren't concrete plans for phase 2. It seems logical to me that the infrastructure improvements being made in phase 1 are developed to tie neatly into phase 2. A project manager can help with review and Northwest is also thinking that through.
  - Mayor – The engineer and project manager can help with that. Some of the considerations for future phases could be fairly complex and some of that will have to wait and figure out later. Or we sit on phase 1 and don't move forward with it. The community has told us they want phase 1 to get moving. We have to be careful not to encumber phase 1 with what may happen in phase 2.
  - Hernandez – I don't think anyone wants to start working on phase 2. We have got to get phase 1 up and going.
  - Mayor – John Vance is already thinking about phase 2 might work. A project manager can help in that process.
- Cron – We were talking about setting guidelines about meeting timelines. Is that a give and take with the developer? Do we get specific on when infrastructure gets completed breaking ground, like financing, closure date, and completion?
  - McDevitt – The negotiation with Developer is going to be on going. If the ground lease is solely with respect to phase 1, it is still critical for the City to have some financing and commencement requirements. If the City is contemplating leasing phase 1 with potential phase 2, that is where we have additional conditions like completion and occupancy dates to show that Developer is worthy of phase 2.
  - Cron – Can we make the language in the lease include that if we want the developer to do something they don't want to do, it won't force them to do it, and the other way too.
  - McDevitt - Part of the conditions could be – developer, you must have City approved plans by x date before phase 2 can happen. If the City doesn't approve those plans, then the Developer loses the interest in phase 2.
- Cron – Is contingency is something we can negotiate in the contract and changes to the budget?
  - McDevitt – That would primarily be in development agreement. The Developer will have similar conditions from its lender. There will be structure built in for work order changes and contingency.
- Cron - Maintenance and repair, is that's stuff we put into what document? Is there something that can make sure things are maintained correctly.
  - McDevitt – That is a typical condition in document structure, there is a duty to maintain. Often in a deed covenant or regulatory agreement requires reserves. The City can require the Developer to have warranties and insurance, so the work from any contract they enter with construction contractor is protected. You can be named as a 3<sup>rd</sup> party insured. They should have a performance bond. Those types of protections would be in place.
  - Cron wants to make sure that what is built is quality and so it doesn't impact the City in the future.

- Thompson – John Vance suggested that the local businesses would come up with capital for phase 2. He has no source for capital for phase 2 at this point. If a creative council wants to come up with something in the future is it cleanest to not have phase 2 leased to Northwest?
- McDevitt – Phase 2 is an unknown and to address an unknown, you have to give the City flexibility down the road. You want to have most flexibility to be able to make decisions on phase 2. There is a way to have a ground lease with all four acres with certain conditions for phase 2 that will provide flexibility. Legally we can lease 2 or 4 acres depending on what the City wants.
  - The Mayor asked Thompson if he was talking about businesses forming a consortium to build phase 2. Thompson responded no and that John’s letter had said businesses would have to fund phase 2. The Mayor clarified that John suggested one option for funding phase 2 would be master leases from businesses but that he hadn’t put a lot of energy into figuring out how phase 2 funding because he was focused on making phase 1 happen.
- Thompson wants to be able to have choices like if the City wanted to make a park for residents living there. Would the City have to get approval from Northwest to do that?
  - McDevitt stated if you lease the 4 acres without conditions you would have to get Northwest permission to do something. The Mayor commented that he would be against a park as it is not a good choice for the City because it precludes any housing being built there in the future.
- Cardoso asked if, hypothetically, Mountain Village and Redfish got winning lottery tickets and said they wanted to build housing for everyone, could they do that?
  - Hernandez – If we didn’t give Northwest all of it, we aren’t tying it to them, it would be cleaner for them.
  - Clerk – If businesses came in and proposed 10 studios and we asked if Northwest can you build 10 studios for us, and Northwest said no, we can’t do that. Then Northwest would be saying no we can’t do what you want so the City would be free of Northwest. We have been talking about having a condition this whole time that says if Northwest can’t build what the City wants then they lose the right to phase 2.
  - Cardoso provided another scenario and the Mayor said if the City wanted to do it and Northwest didn’t then phase 2 would be released. The Mayor clarified that it would not be wise for the City to agree to another private business to build housing without going through a competitive process.
  - Cardoso told McDevitt that the City just wants to keep options open.
- Hernandez – I think we will have to have another meeting and really discuss it and then give you guidance.
- Cron – I think it is important to keep 4 acres contiguous. I think it will be smart to have language to have flexibility in phase 2. For the project to get started and have hope for continuity and not piecemeal that we keep the lease agreement with the four acres.
- Cardoso – I might agree with that, I want Northwest to do a great job. I think that is ideal. I would like to keep the City’s options open.
- Hernandez- I am not a hundred percent 100% either way. I need more information. I can see 4 acres where we have tied it to them, and I can see keeping it out and going forward at another time. Northwest could always put in a bid for the 2 acres.
- Lori Mitchell – I thought Northwest said they weren’t interested in pursuing phase 1 if you don’t get phase 2.
  - The Mayor replied it was their preference to do the whole thing.
  - John Vance – Our preference is to do the whole thing. McDevitt pointed out the caveats as far as our performance is concerned. At this point we are pretty invested in phase 1 already we have spent a fair amount of time and money getting this going. Phase 1 will move forward regardless of what happens. Having a cohesive plan across the whole 4 acres is

critical for a good project. If I was to do something in phase 1 that causes an issue for someone in the future because they were not planned together it would complicate phase 2. Having multiple people do different parts would not look at having the whole site work together. If you want to split the lot now it will take more time and push the project further out.

- Lori Mitchell – Is there a timeline for when the ground lease needs to be signed by before there is timeline slippage?
  - John Vance - Our critical start date June 30 at the very latest. That would create some logistics on the construction side to get at least far enough along to dry in for the winter.
- Lori – It seems like the Council can keep talking about things without making decisions because there is not a specific date they need to act by. If the council would like it, they might want to ask for a timeline of when we need to have the ground lease done etc.
  - John Vance – I could probably get that done by the 17th. We are starting coordination meetings tomorrow. I would need to make a timeline for construction and financing on our end which would have to coincide with other associated documents completed to meet targets for this construction timeline. The timelines that we want to have in the lease will need to have some wiggle room in them. We would want to have construction commencement within 30-45 days of lease execution and certificate of occupancy within 18 months of construction commencement. Realistically we would have a start on June 1.
- The Mayor asked John Vance if he could address his views regarding the point where we have occupancy for phase 1, when we could start integrated planning on phase 2, and at what point would it make sense to move forward with phase 2
  - John Vance – Ideally, we want to start planning 60-90 days after construction commencement. We will have a good idea of who is interested in living in town home units and having people start applying probably by spring of next year. At that time, we will have an idea of who would be living there, would it be seasonal workers pooling money, or families etc. That would indicate what we might want to do of phase 2 whether it is seasonal housing, or permanent housing, or both.

#### Project Planner/Manager

- Mayor – We want to clearly define the scope of work for the project planner to make sure they are value added. We want to run this by the Council so hopefully we can move forward quickly.
  - The Clerk explained differences between the draft that was emailed to the council and the one that was printed for them at the meeting. One of the changes was rearranging some of the requirements from the scoring categories to the required to submit section.
- Cardoso had one issue with the draft RFP: the project manager answers to the Mayor. He thought that the project manager should answer the City Council and didn't like the proposed language.
- Cron asked what our best money spent on this is as there are multiple options for payment. He doesn't want to have to pay the developer and then pay a lot of money to the project manager.
  - Mayor – A professional services contract is harder to have a lump sum because you don't know how much work they will be doing.
- Cron wanted to make sure that the bids would include how much the cost would be. Mayor said usually they would have a breakdown of how much each person working on the project would cost per hour. The Mayor stated we don't know the number of hours we will need yet but will have at least a breakdown. Thompson read from the proposal from Full Circle to show that they had provided a not to exceed amount.
- Cardoso – I would like to see all the proposals before they are rejected.
  - The Clerk clarified Cardoso's question if he was asking if the project manager would send reports to the Mayor and Council or if they would take direction from the Mayor or Council. Clerk said in general they would probably send the report to the Clerk and the

Mayor and the Clerk would then forward it out to the Council. Cardoso replied that he didn't like that chain and he wanted to be on the top line with the Mayor.

- The Mayor asked for clarification again if Cardoso was asking for reports to be sent to the Council or if the Council wants to be involved in every single phone call and managing day to day business. Cardoso said he wanted to be involved in every part of it.
- Geoffery Schroeder – The contactor can bcc the council and Mayor on emailing reports there is no issue with that. The issue comes with who supervises. Supervising can only be done by Mayor or designee. They can send reports to the council. But by statute the Mayor the general superintendent control of the affairs of the City. The Council exists as a legislative body. You need to be aware that as a council member you do not have ability to direct, like to say, “that needs to go more to the left”.
  - Cardoso said it wasn't about power but that the community was not informed because a couple of people were making a lot of decisions and not fully informing the Council and he doesn't want that to continue.
  - Schroeder stated that the information flow can come to the Council and Cardoso stated again that he was asking for transparency. The Mayor said he would work with the Council to the degree required.
- Thompson asked how the City will recruit candidates. The Clerk stated that she would send it to the names provided by the council, Ketchum and Driggs staff, as well as sending it to Morgan Landers who would send it out to more people. The Clerk also provided the timeline for sending the proposal and receiving and reviewing applications.
- Cron said he was favor of sending out the RFP. Cardoso nodded in agreement, Hernandez nodded in agreement and said the sooner the better, and Thompson said he was good with it.

#### Naming the Workforce Housing Project

#### Action Item

- There were 119 suggested names, and the list provided to the council had duplicates removed. The Council went through 2 rounds of voting to narrow down the list of names. While the council was narrowing down the options – and the Clerk was sorting out the names Deputy NewMyer provided a report.
- Deputy NewMyer provided the reports to the council from the Custer County Sheriff's Office. Overall they are trying to move upward and onward. The Council didn't ask for clarification, but Jim Slanetz asked for an elaboration on what was provided to the Council. Deputy NewMyer stated it was a quick run down for the month of February of numbers, not who or what people were arrested for, just numbers. The other report had some basics of what the Custer County Sheriff's Department had been working on in the last month.
- Thompson stated he had received citizen complaints about the shortness of the 25mph zone. Deputy NewMyer agreed that it was too short and stated he would like to see it longer. Deputy NewMyer stated that last year there was a meeting between the Sheriff and ITD and the City and the Sheriff's department recommended extending the 25mph section from the intersection with 75 and 21 to where the current 35mph sign is leaving town on 21. He stated that the current zone is so short that he has a hard time feeling good about enforcing it. Cardoso and Hernandez stated that the council had asked for that in the past as well. ITD had done speed testing and that is how they determined that 35 was the appropriate speed. Cardoso stated they did the testing at the wrong time of year.
- Cardoso requested that they reduce the 45mph zone to 35mph between Stanley and Lower Stanley because it encourages people to gain speed before going into Lower Stanley. Cardoso would like ITD to do the study during the summer season.

- The Clerk summarized how the council was narrowing down the names. The first round they placed 6 votes across the 119 names. The second round they could place 3 votes any way on the names selected in the first round. In round 2 any name with 2 or more votes will move on. At that point the names that received 2 or more votes were Homestead Flats, The Confluence, and Bluebird bend. The council discussed the names and Hernandez and Cardoso stated they chose Bluebird Bend, Thompson and Cron stated they liked Confluence. The Mayor broke the tie between the two options and said he liked Bluebird Bend. The official motion was then made. Voting sheets are available at the City office.

**MOTION by Hernandez to name workforce housing project Bluebird Bend.  
SECOND by Cardoso.**

Roll Call Vote: Councilmember Cardoso – Yea; Councilmember Hernandez – yea;  
Councilmember Thompson – Yea; Councilmember Cron – Yea

**None Opposed; ALL IN FAVOR**

**Consent Agenda:**

Action Item

- 2.11.26 Council Meeting Workshop Minutes
- 2.12.26 Regular Council Meeting Minutes
- Claims Approval- paid & unpaid bills – February
  - Cardoso pointed out that it is impossible to get meeting minutes correct, like some of Kim’s comments got left out. Cardoso suggested using a time stamp to reference. He would like to start recording meetings. Hernandez stated she has heard from the public how hard it is to listen online. She stated if we recorded the meetings then people could listen to them afterwards.
- The Clerk clarified that if they record it, they will likely have the same difficulty of hearing that occurs during the meetings because it will be the same type of recording. The Clerk stated that she had recorded the meetings to write the minutes. Cardoso stated that he had met with the escribe software people and that there were better tools to give the Clerk a better shot at recording the minutes. The Clerk clarified that the meeting minutes are not word for word or a transcription but a summary of the meeting.
  - Cardoso responded that other cities provide an audio or video recording. Cardoso would like to provide transcripts and better tools and better ways to record the minutes.
  - Mayor stated we used to record the meetings but there were issues with that. The Clerk added that there was a bigger process if they want to record all this, we would need to updated the records retention and other City processes.
- Geoffrey Shroeder - It’s a public meeting, people who make statements at meetings are responsible for what they say. He stated that he didn’t think it poses a risk to the City. You don’t need to create transcript. You need a transcribable record for land use hearings. Members of the public are free to record it as well. He stated that it was up to the City.
  - This will be discussed further going forward.

**MOTION by Cardoso to approve consent agenda and wants to look to into methods to record and make minutes easier. SECOND by Hernandez.**

- Thompson asked what Sun Valley Landscaping cost was for. Treasurer Pedersen stated they sent the bill 6 months later. This bill was from last fall closing the sprinkler system. The Treasurer and Kimberly have called to speak with the company to tell them they need more timely billing.

Roll Call Vote: Councilmember Cardoso – yea, Councilmember Hernandez – yea,  
Councilmember Thompson – yea, Councilmember Cron – yea.

**None Opposed; ALL IN FAVOR**

## Reports:

- Custer County Sheriff's Office
  - This was reported earlier.
- Chamber of Commerce
  - Cardoso asked if we can we get a report, even if it is quarterly.
  - Treasurer asked if the council wanted meeting attendance to be part of the contract. The council said they thought it would be good to require some attendance and that quarterly was okay unless there was something big going on.

## Old Business:


## New Business:

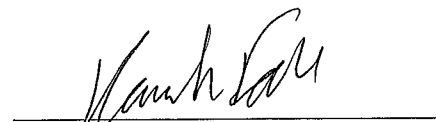
- Papa Brunees Street Dance Schedule & MOU Action Item  
**MOTION by Cron to approve street dance schedule as submitted. SECOND by Thompson.**  
Roll Call Vote: Councilmember Cardoso – yea, Councilmember Hernandez – yea, Councilmember Thompson – yea, Councilmember Cron – yea.  
**None Opposed; ALL IN FAVOR**
- Wood River Land Trust property transfer
  - Thompson asked if the documents that were provided would be discussed at the next meeting and who prepared the documents. The Mayor replied that there may be some minor changes and our attorney is reviewing them and that the Wood River Land Trust drafted the documents.

## City Reports:

- Treasurer Report
  - Local Option Tax
    - Treasurer reported that we are a little behind on option tax, about 20% but maybe we will have an uptick in the spring. Treasurer is working on upcoming contracts so they will hopefully be on the April council meeting.
  - Hernandez asked when we will start working on the budget. Treasurer stated last year they had the meetings in June if that was okay with the council and said yes June works.
- Operations Manager Report
  - Community Building & Pioneer Park
  - Streets and Roads
  - Grooming
    - Mud season is earlier than usual. The green truck was on online auction and was sold. We are getting ready for the 250-year anniversary of the country. The fireworks should be ordered by next week and it will be a bit bigger than normal. Pancake breakfast this weekend, there are only 2 more left.
- City Clerk Report
  - Clerk stated they will work to get the proposal out and collect responses. She provided a reminder that if the council has information that they want shared, they should send it to her, and she will send it out. She is trying to gather information, so the council doesn't constantly get emails.
  - The council scheduled another workshop meeting for April 2<sup>nd</sup>. Cardoso stated he wanted to have more meetings than the one regular council meeting to work on workforce housing.

Adjourn: 8:03

  
Steve Botti – Mayor

  
Attest: Hannah Fake- City Clerk

**3.12.26 Council Meeting Minutes  
Included Letters**

**Regarding Workforce Housing**

Custer County Commissioners  
Lisa Muscavage  
John Vance, Northwest

CUSTER COUNTY COMMISSIONERS  
PO BOX 385  
CHALLIS, ID 83226  
(208) 879-2360  
(208) 879-5246 (fax)

February 10, 2026

City of Stanley  
City Council/Mayor Botti  
PO Box 53  
Stanley, ID 83278

RE: Stanley Workforce Housing Project

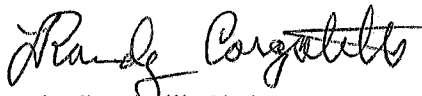
To Whom May Concern:

The Custer County Board of Commissioners fully support the concept of building "workforce housing" in the Stanley area, but there are some issues that need to be addressed. We have received notice of public concerns about the following issues:

- Proposed 65-year land lease with a potential for a 10-year extension.
- Phase I does not address essential workers, or seasonal workers.
- The City of Stanley will have no say on rent costs, once the land lease is executed.
- The initial funding is HUD money and thus targeted toward low-income households.
- Potential rent fees are \$1,600 for a 1-bedroom unit, \$2,000 for a 2-bedroom unit and \$2,400 for a 3-bedroom unit.  
(To qualify for a 3-bedroom unit, household income would need to be above \$100,000)

We would facilitate a public meeting to look into the above issues and provide transparency and clarity to all involved. The land lease agreement could be examined by our Prosecuting Attorney for any pitfalls. This housing project has the capability for long lasting positive impact to the entire area, if handled correctly. Please let us know some possible dates for this meeting.

Sincerely,



Randy Corgatelli, Chairman  
Custer County Commissioners

Cc: Custer Economic Development Assn., Jolie Turek

Sent Via email 3/8/26

Dear Council members, Mayor, and City staff,

I am writing to encourage you to move ahead with Northwest and phase one of the workforce housing. I am frustrated that this is still an issue. The community has made it clear through surveys and attendance at council meetings that this is the priority. I am confident you can put language into the lease that if you are not happy with Northwest during or after phase one that you can explore other options for phase two. Currently, it appears Northwest has gone above and beyond to work with the community to accommodate suggestions and requests.

I encourage you to move forward with phase one as we have to prioritize our essential workers first.

Thank you for your time.

Lisa Muscavage

## City Clerk

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**From:** John Vance <jvance@nwrecc.org>  
**Sent:** Wednesday, March 11, 2026 9:53 AM  
**To:** Steve Botti  
**Cc:** City Clerk  
**Subject:** Stanley Workforce Housing

Good morning, Mayor Botti.

Based on our phone conversation, I wanted to provide a little background on Northwest's plans in Stanley and the ideas for moving forward.

As you are aware, Northwest was included on the original RFP for the site that circulated in 2022. We could not provide a response at that time; however, Northwest remained involved in providing insights and ideas for the site over the past few years. Originally, we proposed having a mix of residents that were permanent and seasonal. Some of those proposals were met with negative responses, especially the ideas surrounding a dormitory style building, but we had always believed the site would need to accommodate some seasonal workers.

Once Northwest was selected to be the developer of the site in 2025, we began working on the planning for the development of the site that included a mix of housing options. City Council at the time wanted us to focus on the essential workers in Stanley, those who are full-time residents that needed permanent housing to ensure they would remain in the community. After a lot of public engagement and working sessions with City Council, the idea of developing a portion of the site with townhomes was formed. That is what has become Phase I for the project, which is now moving forward in design and underwriting.

Northwest is still interested in providing housing that would provide an option for seasonal workers in Stanley and is considering that for future phases. As was noted in earlier meetings with City Council, the economics of that housing is difficult to underwrite with the vacancy rates for the units being 50% or more. For that reason, there will need to be local participation in the funding for the seasonal housing to ensure they are a viable project for the long-term. Our proposal would be to lease the units to local business owners for an annual amount and allow them to fill the unit with their employees and collect the rents directly from the employee. This has pros and cons, which would need to be vetted with the local businesses to receive approval of the plan. One of the biggest challenges will be to fairly distribute the units available throughout the community so that we are not favoring larger employers. With these challenges in mind, it will likely take some time to get a proposal together that would satisfy all these concerns and develop an economic model that works.

With Phase I at a critical juncture, I would like to keep our team focused on the underwriting and design for the first 20 units that have been approved by City Council. Diverting our resources could result in a delay getting the project started, and we need to get the exterior structure completed before the winter starts to keep our current timeline and budget. Once construction commences, we could shift some of our focus to develop various proposals for the future phases at the site; however, we will also want to see how Phase I is being received prior to finalizing any future phases. That will provide us real time information of the housing needs in Stanley and help instruct what housing is truly needed for the community. This would mean that a decision for the next phase would be needed in the summer or fall of 2027 for a groundbreaking in 2028.

These are my thoughts on where we are and what is possible in the future. I am hoping that Phase I will be breaking ground in the near future, which would give us another opportunity to gather and talk through the thoughts people have around the future development at the site.

Please let me know if you have any questions or require additional information.

Thank you,

John T. Vance  
Vice President Development Group



**Northwest**  
Real Estate Capital Corp.

Northwest Real Estate Capital Corp.  
210 W. Mallard Drive, Suite A  
Boise, Idaho 83706

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Email: [jvance@nwrecc.org](mailto:jvance@nwrecc.org)

Housing with *pride*. Life with *dignity*.