

AGENDA ITEM SUMMARY

DATE: 2/3/14 DEPARTMENT: HFD DEPT. HEAD SIGNATURE: CA

SUBJECT:

Participation in County Wide Grant Application - SCBA

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

Ketchum FD initiated a grant application for multiple fire departments in the Wood River Valley area. The intent is to replace all SCBA units' area wide with the same make and model to ensure interoperability and safety between all local fire departments. If awarded the grant will cover 95% of all costs.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS: *Hailey has sufficient funds budget within the Fire Dept Equipment Replacement line to cover 5% match.*

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

It is my recommendation that the City of Hailey FD be counted as part of this joint grant application

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)

This grant is being written for the Ketchum Fire Department (KFD), the Sun Valley Fire Department (SVFD), Wood River Fire & Rescue, (WRFR) Friedman Memorial Airport Aircraft Rescue Firefighting (SUN-AARF), Hailey Fire Department (HFD) & Bellevue Fire Department (BFD). All, (except the airport) are combination fire departments protecting over 3604 square miles of rural area in the mountains of south central Idaho. Comprising of 4 cities, the only local airport, a world-renowned ski resort, we are surrounded by federal lands & all provide automatic aid agreements for first response to wildfires & incidents on those lands. All have mutual aid contracts with all local Fire and Law enforcement agencies & with local Federal agencies. Our departments span the Wood River Valley; we train together regularly & respond on structure & wild land fires, EMS,HAZMAT, backcountry rescues together as teams, not separate departments. This operational & functional consolidation is the driving force behind our vision as all-hazard providers & our desire to fulfill our mission to our communities. Our goal is the seamless & safe integration of all providers wherever they're needed.

KFD consists of Chief of Fire & EMS, an Assistant Chief, 11 full-time & 36 paid on-call members. We serve a resort community with a permanent population of 11,000 with seasonal influxes of 8,500. We have 3 stations, one staffed 24/7 by the full-time staff. We protect an assessed property value area of over 6.6 billion dollars. Primary response area-690 square miles for ALS, 470 square miles for fire with an automatic aid agreement to the city of Sun Valley as their sole EMS transport agency. We have all hazard mutual aid agreements with all agencies in Blaine County. We average 900 incidents a year & are dispatched on the first alarm response to any fire, medical emergency, backcountry rescue, swift water rescue & hazardous materials calls. The City of Sun Valley comprises 19 square miles of the Resort complex, a large residential community with 1200 full time residents with seasonal influx of 10,000. We are home to dignitaries, celebrities & high profile politicians. The City and its infrastructure are valued at \$3.1 Billion dollars & Idaho Department of Homeland Security has rated our city the #1 hazard for terrorist activities. We have 2 stations & our full time staff consists of Fire Chief, Assistant Fire Chief & Code Enforcement/Fire Prevention Officer. We have 25 paid on call staff & answer 200 emergency calls per year including; Fire, EMS and HAZMAT & provide 12 EMT's as first responders to assist KFD. WRFR serves a population 3,210 in 150 miles & provides ALS response to Southern Blaine County. The additional service area includes the cities of Hailey and Bellevue, and consist of an estimated 1,500 square miles of largely rural territory, WRFR has three fire stations; two in Hailey, 1 south of Bellevue. WRFR responded to 707 emergency calls in 2009. The WRFR consists of a fire chief, one assistant chief, and one administrative assistant, ten full time and 35 paid per call responders. HFD protects the 6 square miles of the City of Hailey, we have full time staff consisting of a Chief, Deputy Chief & an Admin, with 23 paid per call members. We respond on all fire calls to Hailey & Bellevue, with a mutual aid agreement with WRFR, KFD & SVFD & we provide EMTs for response within the city. BFD protects the 6 square miles of the City of Bellevue with a full time Chief, & 14 Paid-on-call members. We respond all to fire emergencies in Bellevue & to Hailey for automatic aid. Last year we responded to 64 calls for service, 10 of which were

for structure fires. We have a population of 2,700. SUN-AARF protects the Friedman Memorial Airport. The only airport in Blaine County they are within the city of Hailey & are technically a Fire Brigade. With 5 Firefighters, they respond to all emergencies with the airport property & receive automatic aid from WRFR, HFD & BFD.

AGENDA ITEM SUMMARY

DATE: 2/3/2014 **DEPARTMENT:** Library **DEPT. HEAD SIGNATURE:** LeAnn Gelskey

SUBJECT

Motion to ratify Grant application submitted and awarded to the Hailey Public Library.

AUTHORITY: ID Code IAR _____ City Ordinance/Code _____

BACKGROUND:

A grant application was submitted by Lyn Drewien to the Idaho Commission for Libraries (ICfL). In December, the library was notified that Hailey Public Library's 2013 LSTA Formal Library Science Course Grant had been reviewed and approved in the amount of \$1,000.00. This grant supports the costs associated with Lyn Drewien's participation in *LIB 200: Information and Society* through San Jose State University January—May of 2014. Total cost of the course is \$1,422.00. Lyn Drewien has paid for the course and reimbursement will be made to her once the grant funding is received.

The grant was signed and returned to the ICfL offices by the deadline of January 10, 2014. The final report deadline is June 5, 2014.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

Budget Line Item # 1004541549 (Special Projects/Grants) YTD Line Item Balance
\$ _____

The award is \$1,000.00

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS:

____ City Attorney ____ City Clerk ____ Engineer ____ Mayor
____ Treasurer ____ Administrator ____ Public Works ____ Other

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to ratify Grant application submitted and awarded to the Hailey Public Library.

FOLLOW UP NOTES:

AGENDA ITEM SUMMARY

DATE: 02/03/2014 **DEPARTMENT:** Admin **DEPT. HEAD SIGNATURE:** HD

SUBJECT: Motion to approve Resolution 2013-~~07~~⁰⁷ authorizing 5-year lease agreement with Sawtooth Rangers for use of the Hailey Arena for Days of the Old West Rodeo events

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

The Sawtooth Rangers used the Arena for the past three years under a 3-year lease which has now expired. Following three conversations with the Sawtooth Rangers about lease terms, we submitted a draft 5-year Arena Lease for the Sawtooth Rangers to review. They have approved the version attached.

The intent of the new language is to simplify payment methods and use parameters. With our use data from the last three years, the agreement intends to:

1. Allow exclusive use of the arena from June 30- July 5 for 5 years, 2014-2108.
2. Allow non-exclusive use of the arena for Ride Nights during weeknights.
3. Charge a flat-fee for the annual use of \$7,900, which will include basic police security (2 officers) and arena preparation in advance of the event.
4. In addition to the flat fee, the lease allows us to charge directly for police security costs if more than 2 officers are needed.
5. SR will pay directly for EMS standby to the agency providing (WRFD)
5. Allow us to hold security deposit of \$1,000 throughout the term of the agreement.
6. Allow city to bill and require SR to pay for any damage or loss to the arena.
7. Allows SR to continue managing its own concessions.
8. Provide that SR have an oral after-action-review following each year's event, rather than a written report.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

Comments: Over the past three years, Sawtooth Rangers has paid for Arena use as follows under the base rate + per-ticket sale model:

	2011	2012	2013
Arena:	\$7,470,	\$6,687	\$6,475
Police:	\$1,020	\$ 720	\$ 720
Total	\$8,490	\$7,408	\$ 7,195

Average per year \$7,697. We have charged slightly more than the average because city crews will take on the task of removing manure from the pens annually. SR felt that it was cleaning up for other events.

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

<input type="checkbox"/> City Attorney	<input type="checkbox"/> Finance	<input type="checkbox"/> Licensing	<input type="checkbox"/> Administrator
<input type="checkbox"/> Library	<input type="checkbox"/> Community Development	<input type="checkbox"/> Commission Commission	<input type="checkbox"/> Building
<input type="checkbox"/> Police	<input type="checkbox"/> Fire Department	<input type="checkbox"/> Engineer	<input type="checkbox"/> W/WW
<input type="checkbox"/> Streets	<input type="checkbox"/> Parks	<input type="checkbox"/> Public Works	<input type="checkbox"/> Mayor

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

2014-07

Motion to approve Resolution 2013-~~07~~⁰⁷ authorizing 5-year lease agreement with Sawtooth Rangers for use of the Hailey Arena for Days of the Old West Rodeo events.

ACTION OF THE CITY COUNCIL:

Date _____
email final signed contract to Bud Amend @ bamend@srskylan.net

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. 2014-07**

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY
AUTHORIZING THE EXECUTION OF USE AGREEMENT FOR SAWTOOTH
RANGERS RIDING CLUB, INC. FOR USE OF THE RODEO AREA AT
WERTHHEIMER PARK.**

WHEREAS, the City of Hailey desires to enter into a Use Agreement with Sawtooth Rangers Riding Club, Inc. who use the Rodeo Area for 5 years from June 30 – July 6 2014 to 2018 in Werthheimer Park.

WHEREAS, the City of Hailey and Sawtooth Rangers Riding Club, Inc. have agreed to the terms and conditions of the Use 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 Sawtooth Rangers Riding Club, Inc. and that the Mayor is authorized to execute the attached Use Agreement,

Passed this 3th day of February, 2014.

City of Hailey

Fritz X. Haemmerle, Mayor

ATTEST:

Mary Cone, City Clerk

RECEIVED
JAN 31 2014

BY:-----

USE AGREEMENT

This Use Agreement ("Agreement") is made this _____ day of February, 2014, by and between **CITY OF HAILEY**, a municipal corporation ("City") and **SAWTOOTH RANGERS RIDING CLUB, INC.**, an Idaho non-profit corporation ("Sawtooth").

RECITALS

A. The City is a municipal corporation and political subdivision of the State of Idaho. Fritz X. Haemmerle is the duly elected and acting mayor of the City of Hailey.

B. Sawtooth is a duly organized and operating non-profit corporation in the State of Idaho. Bud Amend is the duly elected and acting president of Sawtooth. By resolution, the president of Sawtooth is authorized to execute this Agreement.

C. City owns real property located at 791 Main Street So., Hailey Idaho, a portion of which is being developed as an outdoor multi-use arena, as depicted on attached **Exhibit "A"** ("Arena").

D. Under the Equine Activities Immunity Act (*Idaho Code §§ 6-1801 et seq.*), the City and Sawtooth are entitled to certain immunity for activities within the Arena. The parties acknowledge that the City will not provide equipment or tack during the Events, as defined hereinafter, and is not responsible to determine whether a rodeo participant is able to safely engage in activities or safely manage animals during the Events or whether the animals are able to behave safely with the participants during the Events.

E. Subject to the terms and conditions set forth herein, City is willing and agrees to allow Sawtooth to use the Arena and Sawtooth is willing and agrees to use the Arena.

AGREEMENT

NOW, THEREFORE, based upon the foregoing recitals which are incorporated in this Agreement below as though set forth in full, the parties agree as follows:

1. **Agreement Term.** Sawtooth shall have the exclusive right to use the Arena for five (5) years for a period of seven (7) days each year, on the dates including June 30 through July 6 of the years 2014 through 2018 ("Rodeos"). Sawtooth shall have the non-exclusive right to use the Arena on weekdays during the period May 1-September 30 of the years 2014 through 2018 ("Ride Nights"). Collectively, Rodeos and Ride Nights are referred to as "Events." The non-exclusive use for Ride Nights may be preempted by the City for other scheduled events and Sawtooth will not be entitled to any compensation or damages for the loss of such non-exclusive use. Either party may terminate this Agreement, with cause, provided notice is delivered to the other party six (6) months prior to the Events.

2. **Rent.** On or before the 15th day of July, 2014, and on or before the 15th day of July every year thereafter during the term of this Agreement, Sawtooth shall pay to City as rent for the Arena Seven Thousand Nine Hundred and no/100's Dollars (\$7,900) per year for use of the Arena.

3. **Use of Arena.** The Arena may be used and occupied by Sawtooth only as a public facility as a rodeo ground facility, as a concession area and as parking, and for no other purpose or purposes without City's prior written consent. During the Ride Nights and during periods of non-use of the Arena during the Rodeos, Sawtooth shall lock and secure all bathrooms, concession areas and security gates within the Arena, to keep members of the general public out of all secured areas. Sawtooth shall be responsible for the watering and tilling of the internal dirt portion of the Arena during the Events. Sawtooth shall not do or permit anything to be done in or about the Arena or bring or keep anything in the Arena that will in any way increase the rate of fire insurance upon the building in which the Arena is situated. Sawtooth shall not perform any acts or carry on any practices that may injure the Arena or the building of which the Arena form a part, which are not normally associated with a rodeo event. Sawtooth agrees to comply with (and cause its agents, contractors, employee and invitees to comply with) any rules and regulations with reasonable modification hereof which City may from time to time make and deliver to Sawtooth in writing, provided the City provides Sawtooth with thirty (30) days advance notice of a hearing to consider the proposed rules and regulations and provided any adopted rules and regulations are effective sixty (60) days before the beginning of any Event. The City agrees that the Professional Rodeo Cowboy Association ("PRCA"), Intermountain Professional Rodeo Association ("IMPRA") and the Idaho Cowboy Association ("ICA") shall be allowed to sponsor rodeo events only between August 1 and May 31 of the following year during the years of the Events. Notwithstanding the prohibition of the use of the Arena by PRA, IMPRA or ICA, the Arena may be used by other rodeo users (e.g., 4-H, high school rodeo clubs and other amateur rodeo clubs) during the years of the Events, but not during the Events.

4. **Security Deposit.** Sawtooth shall pay as a security deposit the sum of One Thousand and No/100 Dollars (\$1,000.00), receipt of which is hereby acknowledged, to be held by City as a Security Deposit for the faithful performance by Sawtooth of all the terms, covenants and conditions of this Agreement to be kept and performed by Sawtooth during the term of this Agreement. This deposit does not limit City's rights or Sawtooth's obligations. Sawtooth understands that all or a portion of the deposit may be retained by City upon termination of the tenancy and that a refund of any portion of the deposit to the Sawtooth is conditioned on the following:

a) Except as otherwise provided in Paragraph 5(a) and 5(d), Sawtooth shall clean and restore the Arena to its condition at the commencement of each Event, less normal wear and tear associated with a rodeo event.

b) Sawtooth shall have remedied or repaired any damage to the Arena to City's satisfaction.

c) Sawtooth shall have complied with all of the provisions of this Agreement and with such other rules and regulations as the City may deem necessary.

If Sawtooth defaults with respect to any provision of this Agreement, including but not limited to the provisions relating to the payment of the monetary sums due herewith, City may (but shall not be required to) use, apply or retain all or any part of the Security Deposit for the payment of any other amount which City may spend by reason of Sawtooth's default or to compensate City for any other loss or damage which City may suffer by reason of Sawtooth's default. If any portion of the Security Deposit is so used or applied, Sawtooth shall, within ten (10) days after written demand therefor, deposit cash with City in an amount sufficient to restore the Security Deposit to its original amount. Sawtooth's failure to do so shall be a material breach of this Agreement. Sawtooth shall not be entitled to interest on such deposit. If Sawtooth shall fully and faithfully perform every provision of this Agreement to be performed by him, the Security Deposit or any balance thereof shall be returned to Sawtooth at the expiration of the Events and after Sawtooth has vacated the Arena.

5. Utilities and Services.

a. City shall pay for all charges for electricity, water, sewer, trash, street sweeping, and cleaning services for the restrooms and bleachers, rendered or supplied upon or in connection with the Arena during the Events.

b. City shall provide two police officers during the Rodeo Events, beginning one-half hour before the rodeos begin and extending to one-half hour after the rodeos end for event security and crowd control. Sawtooth shall pay the City for police security in excess of two police officers required by the City during events. The charges incurred in accordance with this paragraph 5(B) shall be paid within thirty (30) days of the date of billing for such charges.

c. Sawtooth shall directly pay the provider of EMS standby services required for the events. The charges incurred in accordance with this paragraph 5(C) shall be paid within thirty (30) days of the date of billing for such charges.

d. City shall provide that the arena floor is tilled, the bleachers and pens are in working order, and the stock pens are cleaned of manure prior to the start of the July 1 Events each year.

6. Insurance. During the Events, Sawtooth shall, at its own expense, maintain in full force, comprehensive liability insurance, including public liability, property damage and contractual liabilities of the Sawtooth, written by a responsible insurance company licensed to do business in Idaho, and insuring Sawtooth and City (and such other persons, firms, or corporations designated by City) as additional named insureds against liability for claims of damage because of injury to persons and property and for death of any person or persons occurring in or about the Arena. The liability covered by such insurance shall be not less than a combined single limit of One Million Dollars (\$1,000,000). At City's reasonable discretion,

Sawtooth shall increase the coverage to such amount as City and Sawtooth agree is commercially reasonable. The insurance shall be primary insurance such that the insurer shall be liable for the full amount of the loss without the right of contribution from any other insurance coverage held by City.

No party shall have the right or claim against the City for any losses, damages or injury, including losses, damages or injury to property or persons, including death, and for any business interruption, occurring on the Arena or the adjoining property, (whether caused by the negligence or other fault of the City or the Sawtooth or their respective agents, employees, subtenants, licensees or assignees or whether caused by negligence or the conditions of the Arena or any part thereof) by way of subrogation or assignment. The Sawtooth hereby waives and relinquishes any such right. The Sawtooth shall request Sawtooth's insurance carrier to endorse all applicable policies waiving the carrier's right of recovery under subrogation or otherwise in favor of the City and provide a certificate of insurance verifying this waiver.

All insurance required by this Section shall be in a form and with companies satisfactory to City and shall provide that it shall not be subject to cancellation or change except after at least thirty (30) days' prior written notice to City. The policy or policies, or duly executed certificates for them, shall be deposited with City each year within fifteen (15) days before each Event.

7. **Exemption from Liability.** City shall not be liable to Sawtooth or to any other person whomsoever for any injury or damage to person or property occurring within or about the Arena, unless caused by or resulting from the wilful and intentional acts of the City or any of the City's agents, servants or employees in the operation or maintenance of the Arena. City shall not be liable in damages or otherwise for failure to furnish, or any interruption of service of any water, gas, electricity, telephone, or other utility caused by fire, accident, riot, strike, labor disputes, acts of God, the making of any repairs or improvements, or causes beyond the control of City, or for any loss, damage or theft of property of Sawtooth, its agents, servants or employees.

Any prevention, delay, or stoppage, due to strikes, lockouts, labor disputes, lightning storms, acts of God, inability to obtain labor or materials or reasonable substitutes therefor, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control for the party obligated to perform shall excuse performance by such party for a equal to any such prevention, delay or stoppage, except as otherwise provided in this Agreement.

8. **Indemnification and Hold Harmless.** Sawtooth agrees to indemnify and hold City harmless from and against any and all claims, including mechanic's and materialman's liens, by or on behalf of any person or person, firm(s) or corporation(s), arising from the conduct or management of the activities conducted by the Sawtooth during the Events, or arising out of any act or omission or negligence of Sawtooth, its contractors, licensees, agents, servants or employees during the Events, or arising from any accident, injury, or damage whatsoever caused

by any person or property occurring in or about the Arena or any part thereof, and the walkways adjoining the Arena during the Events, and from and against all costs, expenses, liabilities and attorney's fees incurred in connection with any such claim or proceeding brought thereon.

9. Maintenance and Repairs. Except as otherwise provided herein, Sawtooth shall, at its sole cost and expense, keep and maintain the interior and exterior of the Arena (including, without limitation, all fixtures, plumbing and sewage facilities, heating, ventilation and air conditioning equipment, ice making equipment, interior and exterior walls, doors and windows) in good order, condition and repair during the Events, remove all rubbish and refuse therefrom, keep all landscaping in good condition, and replace or repair all electrical fixtures and mechanical, heating and plumbing fixtures and equipment that may be damaged or broken. In the event any portion of the Arena is damaged by vandalism or similar intentional misconduct during the Events, Sawtooth is not obligated to repair any such damage. If City deems it necessary for Sawtooth to make any repairs, City may demand that Sawtooth make them immediately, and if Sawtooth refuses or neglects to commence such repairs and to complete them with reasonable dispatch, City may make or cause such repairs to be made and Sawtooth shall immediately pay City for the costs of such repairs upon receipt of the costs. Sawtooth shall, at its cost and expense, promptly and properly observe, comply with, and execute, but not to the extent of making structural improvements, all present and future orders, regulations, directions, rules, laws, ordinances and requirements of all governmental authorities (including, but not limited to, state, municipal, county and federal governments and their departments, bureaus, boards and officials), and any other board or organization exercising similar functions, arising from the use or occupancy of, or applicable to the Arena.

10. Alterations and Improvements. Sawtooth shall not have the right to make changes, alterations or additions to the Arena without the prior written consent of the City, which may be withheld in the City's sole and absolute discretion.

11. Damage or Destruction. If the Arena is partially or totally destroyed or damaged by fire or other casualty so as to become partially or totally untenable, the City is not required to rebuild the Arena, in which event either the City or Sawtooth may terminate this Agreement by providing written notice of intent to terminate. Upon termination, Sawtooth waives any and all claims for damages based on termination of this Agreement and any loss of use.

12. Defaults. In the event Sawtooth shall breach Sawtooth's obligations pursuant to this Agreement, then City shall notify Sawtooth of such breach in writing by certified mail, return receipt requested, or hand delivery, and Sawtooth shall correct any failure to pay rent within three (3) days of receipt of such notification, and Sawtooth shall cure any other breach within thirty (30) days of the date of such notification. In the event of a default which cannot, with due diligence, be cured within a period of thirty (30) days, Sawtooth shall have such additional time to cure the same as may be reasonably necessary, providing Sawtooth proceeds promptly and with due diligence to cure such default after receipt of said notice. In the event Sawtooth fails to pay any sums due pursuant to this Agreement, or cure any other breach, after notice as aforesaid, then City shall have the option of electing to either (i) cancel and terminate this Agreement, or

(ii) terminate Sawtooth's right to possession only without terminating the Agreement or (iii) pursue any other remedy available at law or in equity.

13. **Entry by City.** In the event of any entry in, or taking possession of, the Arena, City shall have the right, but not the obligation, to remove from the Arena all personal property of Sawtooth located therein and may store the same in any place selected by City, including but not limited to a public warehouse, at the expense and risk of the owners thereof, with the right to sell such stored property, after it has been stored for a period of thirty (30) days or more, the proceeds of such sale to be applied first to the cost of such sale, second to the payment of the charges for storage, if any, and third to the payment of any other sums of money which may then be due from Sawtooth to City under any of the terms hereof, and the balance, if any, shall be paid to Sawtooth.

14. **Liens.** Sawtooth shall keep the Arena and the property on which the Arena is situated free from any liens arising out of any work performed, materials furnished or obligations incurred by Sawtooth.

15. **Assignment and Subletting.** Except as provided herein, Sawtooth shall not assign or sublet this Agreement or any or all of Sawtooth's interest in the Arena without first procuring the written consent of City, which may be made in the City's sole and absolute discretion. Sawtooth is allowed to sublet or allow the use of concession areas within the Arena during the Event without the consent of City; however, Sawtooth shall remain primarily liable for the obligations arising from this Use Agreement.

16. **Waiver.** The failure of either party hereto to insist upon strict performance of any of the covenants and agreements of this Agreement, or to exercise any election herein conferred in any one or more instances, shall not be construed to be a waiver or relinquishment of any such, or any other covenants or agreements, and the same shall be and remain in full force and effect. A particular waiver by either party of any said covenants or agreements to be performed by the other party shall not be construed as a waiver of any succeeding breach of the same or other covenants or agreements of this Agreement

17. **Annual Review.** Within six (6) weeks following the end of each Rodeo, Sawtooth shall meet with city officials for a review of the event, the purpose of which is to identify methods that City and Sawtooth can employ to improve future events at the Arena.

18. **Miscellaneous Provisions.**

a. **Final Agreement.** This Agreement represents the final agreement between the parties and merges and supersedes all prior negotiations, whether written or oral, with respect thereto.

b. **Modification.** This Agreement cannot be modified, changed, discharged,

or terminated, except by writing signed by both the City and Sawtooth.

c. **Time is of the Essence.** Time and timely performance is of the essence of this Agreement.

d. **Applicable Law.** This Agreement shall be construed and enforced under the laws of the State of Idaho.

e. **Benefit.** This Agreement shall be binding upon and insure to the benefit of the parties hereto, their legal representatives, heirs, successors and assigns.

f. **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 their reasonable costs and attorney's fees incurred therein, whether or not a lawsuit is actually filed, and on any appeals.

g. **Presumption.** This Agreement or any section thereof shall not be construed against any party due to the fact that said Agreement or any section thereof was drafted by either party.

h. **Notice.** Unless otherwise specifically provided for herein, notices given pursuant to the terms of this Agreement shall be deemed received on the date sent and shall be sent to the parties at their addresses first above given or such address as may be later specified by the party in writing.

i. **Further Action.** The parties hereto shall execute and deliver all documents, provide all information and take or forbear from all such action as may be necessary or appropriate to achieve the purposes of this Agreement.

j. **Authority.** Each signatory has full authority and consent to sign this Agreement. Sawtooth represents and warrants to City that it is a corporation organized, existing and in good standing under the laws of the State of Idaho, and it is authorized, by appropriate corporate resolution, to enter into and execute this Agreement and any and all documents related thereto.

k. **Severability.** The invalidity or illegality of any provision shall not affect the remainder of this Agreement.

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

Dated this 31 day of February, 2014.

CITY:

CITY OF HAILEY, an Idaho municipal corporation

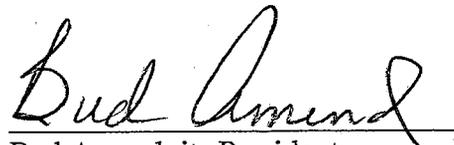
ATTEST:

By: _____
Mary Cone, City Clerk

By: _____
Fritz X. Haemmerle, Mayor

SAWTOOTH:

SAWTOOTH RANGERS RIDING CLUB,
INC., an Idaho non-profit corporation



Bud Amend, its President

HAILEY ARTS AND HISTORIC PRESERVATION COMMISSION

PUBLIC ART AND ART DONATIONS ACCEPTANCE POLICY

Public art should be *selected* rather than *accepted* by our community. A public art collection should be a well-planned and coordinated selection of pieces, rather than a non-cohesive collection of gifts chosen by donors. The **2002 Hailey Parks, Lands and Trails Master Plan** recommends a Public Arts Commission to implement and oversee a Hailey Public Arts Program. Review of artwork gifts should be conducted by the Hailey Arts and Historic Preservation Commission.

Many Public Art Programs include the commission, purchase and installation of artworks. Programs commission works from artists and maintain the works of art in a municipal art collection, which is displayed in city buildings and on city property. Artwork commissioned by this program may be created either as an integral part of an eligible construction project or at any other city-owned site.

Public Art Programs include:

- May be funded through the "one percent for art" program (1% of municipal public works projects' budgets are dedicated to public art)
- Permanently-Sited Major Indoor and Outdoor Artworks
- Artworks for a Portable Works Collection
- Design Team Projects
- Special Projects

The City of Hailey's formal public art collection currently consists of several items, including its inaugural Hailey Public Library Mallory Collection. The City of Hailey recognizes the value of public art, and would like to encourage more in Hailey, especially in the Central Business District and other public areas.

Gifts of public works of art are occasionally offered as donations to the City of Hailey; gifts are an important part of providing much-needed assets as well as establishing a visual artwork collection for the community. In order to ensure the quality of the public art collection, the Hailey Arts and Historic Preservation Commission has established a Gift Review Policy.

The City has limited funds to protect, maintain, preserve and conserve elements or artworks. Therefore a careful review process has been established to evaluate proposed gifts to the City. Public elements, such as fountains, public furniture, monuments or other facilities, should be part of a capital improvements plan, and noted in a "gift catalogue". In the absence of a capital improvements plan or gift catalogue, gifts can be reviewed for compatibility by the Hailey Arts and Historic Preservation Commission for the purpose of making a recommendation to the Hailey City Council regarding acceptance of the gift.

The intent of the review is to ensure that public elements and public art become an asset to public places and do not discourage or disrupt use of the surrounding public space, or threaten the health, safety or welfare of the public.

Community-Generated Projects

Artworks generated through community process may be formally accessioned into Hailey's City Art Collection. Artworks may be offered to the City Art Collection as a component of community-generated development projects. The Hailey Arts and Historic Preservation Commission may require a signed maintenance agreement or establishment of an endowment for maintenance, preservation and conservation in perpetuity. The Hailey Arts and Historic Preservation Commission strongly encourages community groups to raise funds and/or make specific plans for the maintenance of such works.

Public Art Review Guidelines

The Hailey Arts and Historic Preservation Commission reviews each proposed gift of art on the basis of the criteria below. Community groups or individual donors proposing gifts will be provided with the gift policy in advance in order to ensure that all these criteria are addressed. The Hailey Arts and Historic Preservation Commission may require evidence that these issues have been satisfactorily resolved before making a recommendation to the Hailey City Council regarding a proposed gift.

1. Aesthetic Quality

Is the proposed gift an artwork with strong aesthetic merit? Criteria for aesthetic quality include:

- Relationship of artwork to other works in the City Art Collection as a whole
- Artist's credentials, recognition and local significance

2. Site

What type of site is proposed for the artwork? Siting criteria include:

- Written evidence that location of artwork on the proposed site has been approved by the City department that occupies the site

3. Relationship to the Collection as a Whole

How is the proposed gift compatible or incompatible with the City of Hailey's public art collection?

Criteria for compatibility include:

- Does the artwork contribute to the diversity and breadth of the City Art Collection?
- Is the artist's work already adequately represented in the City Art Collection?

4. Community Process

Artwork gifts require public involvement and review. The following requirements should have been met:

- For community-based projects, artist selection must have been based on an open competition or a process that demonstrates substantial community involvement (e.g. review and discussion by immediately-surrounding community)
- If the artwork gift is a result of direct selection by the donor, does it contribute to the diversity of the City's collection?

5. Technical Specifications and Feasibility

Artworks proposed for installation on City property must be durable and meet City safety concerns. The Hailey Arts and Historic Preservation Commission may review detailed construction/fabrication drawings consisting of site plan, elevation and section view of artwork.

The Committee may require additional support materials such as text verbally describing artwork and specifications, structural and engineering drawings, models or presentation drawings.

6. Budget and Contractual Information

Prior to acceptance of a proposed artwork, the Hailey Arts and Historic Preservation Commission may review the adequacy of its proposed budget and funding source. Criteria include:

- Artists fee must be equal to at least 20% for the artwork cost or must have been waived by the artist/artist's estate in writing.
- Payment for artwork and its installation must be guaranteed by the provider through a valid, signed contract with the artist.

7. Durability and Routine Maintenance

Proposed artwork gifts may be required to be accompanied by a maintenance plan prepared by and/or reviewed by an artwork conservator. It is expected that proposed permanently sited artwork gifts will last a minimum of 30 years. Criteria include:

- Explanation of expected life span of artwork in public non-archival exhibition settings
- Description of durability of similar artworks in the same material(s) attained
- Explanation of environmental conditions and suitability of artwork materials to the conditions of its proposed display.

8. Long Term Maintenance

The Hailey Public Works Department is responsible for overseeing the maintenance of artworks in the City Art Collection. A maintenance plan for artwork gifts should be provided as part of the donation proposal. This plan should be provided by the artist or a qualified conservator.

Maintenance criteria that should be met include:

- For gifts of "portable" artworks: handling and installation requirements (e.g. instructions for personnel and equipment required for moving the work)
- Written permission from the artist/artist's estate for work by a qualified conservator. NB: Reasonable efforts will be made by the Hailey Arts and Historic Preservation Commission to contact living artist(s) in the event of need for major restoration. General maintenance work will be conducted as necessary without such formal notification.
- Written permission granted by the artist for removal of the work due to possible changes in the future use of the site

9. Vandalism and Safety

Proposed artwork gifts must consider potential vandalism and public safety issues. Proposed gifts must demonstrate consideration of the following criteria:

- Describe elements of the artwork that might be prone to vandalism and how this potential for vandalism has been addressed
- Describe how graffiti vandalism has been addressed
- Public Art should not create a public safety hazard either by design or placement.

10. Timeline

If a proposed gift is not completed within the timeline originally established, or if significant changes (either conceptual or financial) to the proposed work occur, it may be reviewed again by the committee. The Hailey Arts and Historic Preservation Commission is authorized to request that a proposal be resubmitted for review.

11. Compliance with existing ordinances and policies

All public art must comply with existing ordinances and policies that in effect and adopted at the time the art is constructed.

Recommendations on Acceptance and Rejection of Gifts of Art

The Hailey Arts and Historic Preservation Commission makes a recommendation on a course of action regarding each proposed gift or project. Upon approval by the Commission, the recommended acceptance will be forwarded to the Hailey City Council. The Hailey Arts and Historic Preservation Commission and the Hailey City Council reserve the right to accept or reject any proposed or donated art at their sole discretion.

De-accession Review

Gift artworks will be reviewed on a regular basis and de-accessioned if necessary, through steps in accordance with national standards for de-accessioning works of art.

AGENDA ITEM SUMMARY

DATE: 2/3/14 DEPARTMENT: PW - Streets DEPT. HEAD SIGNATURE: 

SUBJECT: Motion to authorize the mayor to sign the Service Request from Idaho Power for changing out 48 street light fixtures to dark sky compliant at a cost of \$8,846.

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

With the renewal of the Franchise Agreement with Idaho Power in 2010 we agreed to a 4 year plan for replacement of 100 existing street lights to dark sky compliant (see attached documents). This is the last year of this project at a cost of \$8,846.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS: Caselle # _____

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

Estimated Hours Spent to Date: _____ Estimated Completion Date: _____

Staff Contact: _____ Phone # _____

Comments: _____

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

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)



RECEIVED
JAN 16 2014

In Account With

City Of Hailey
115 S Main St
Hailey, Id 83333

W.O. Design # 27403131

Date January 16, 2014

In accordance with your request: Change out 48 st. light fixtures to dark sky cutoff fixtures

Line Location: City Townsite, Hailey

Line Installation Costs (Line 1)	\$ 15,756.00
Line Installation Credits (Betterment, Salvage, Customer Trench)(Lines 2-4)	<u>\$ 15,756.00</u>
Terminal Facilities (Line 6)	_____
Customer Allowance (Line 7)	_____
Unusual Conditions (Line 9)	_____
Other Charges (Eng Fees, Right of Way, Misc Charges) (Lines 14-23)	<u>\$ 8,846.00</u>
Amount to be paid and received prior to job being scheduled for construction. Quote good for sixty (60) days.	<u><u>\$ 8,846.00</u></u>

- Please remit payment.
- Please return signed and dated Service Request and Customer Cost document (attached).
- Please return signed and dated Work Order Map.
- Other

Comments: Work order includes cost to change out 48 cobra head type light fixtures to 100 watt dark sky type light fixtures. Please sign, date and return papers with payment to schedule the project.

Work order will not be released for scheduling for construction until payment and/or requested documents are signed and returned. This quote is binding on the Company for a period of sixty days (60) from the date on this letter, and subject to change if information provided by the customer changes.

PLEASE RETURN SIGNED DOCUMENTS TO:

IDAHO POWER COMPANY
11831 Hwy 75
Hailey, ID 83333

If you have any questions, please telephone
Bob Rubel
788-8015/309-2605



CUSTOMER COST QUOTE IDAHO

Customer or Project Name: CITY OF HAILEY - UPGRADE FROM COBRA HEAD TO DARK S	Design Number: 0000101977	Version: 001	Work Order #: 27403131
--	-------------------------------------	------------------------	----------------------------------

	Prepaid Fees	Debit	Credit	Totals
Line Installation Cost				
1. Line Installation/Upgrade Costs		15,756		
2. Company Betterment / Other Credits			15,756	
3. Salvage Taxable - Credit			0	
4. Customer Provided Trench			0	
5. Net Line Installation Cost				0
Terminal Facilities				
6. Terminal Facilities		0		
7. Customer Allowance			0	
8. Net Terminal Facilities				0
9. Unusual Conditions		0		
10. Bank Letter of Credit <i>(Only for Unusual Conditions over \$10,000)</i>			0	
11. Net Construction Cost				0
12. Net Vested OR Refundable Construction Cost <i>(Limited to 5 years or 4 additional applicants)</i>				0
13. Construction Cost Not Available for Vesting or Refund				0
Other Charges				
14. Vested Interest Work Order #		0		
15. Billable Right of Way Permits		0		
16. Prepaid Right of Way Permits	\$ 0			
17. Billable Engineering Charges		0		
18. Prepaid Engineering Fees	\$ 0			
19. Underground Service Attachment Charge		0		
20. Relocation or removal with new capacity		0		
21. Relocation or removal with NO new capacity		4,760		
22. Salvage Credit on Relocation or Removal			0	
23. Miscellaneous Charges/Adjustments ACC CHG OUT-45@\$82, 3@\$132		4,086		
24. Net Other Charges				8,846
25. Total Work Order Charges		\$ 24,602		
26. Idaho Power Co. Contribution & Other Credits			\$ 15,756	
27. Total Customer Payment Due (Line 11 + Line 24)				\$ 8,846

Customer signature is required on Page 2 of this document

Notes: NO CHARGE-48 100WT DARK SKY FIXTURES. ACCELERATED REPLACEMENT OF LIGHT
 FIXTURE COST IS \$132 - \$50/FIX FOR COORDINATING WITH ANNUAL BULB CHG OUT

branches or limbs or other parts of such trees from touching or interfering with its wires, poles and other fixtures and equipment; provided, however, that no tree shall be pruned or cut back farther than may be reasonably necessary to prevent such interference and to allow the proper operation and maintenance of line poles and fixtures. However, except in an emergency, no pruning shall be undertaken without giving the occupant of the adjacent property written or oral notice that such pruning will be performed.

SECTION 15. In consideration of Grantee's undertaking hereunder as evidenced by its acceptance hereof, the City agrees not to engage in the business of providing electrical services during the life of this franchise or any extension thereof in competition with the Grantee, its successors and assigns. Grantee acknowledges that the City maintains and operates a hydroelectric facility in Indian Creek and may construct and operate solar and wind electrical generators, which Grantee agrees would not constitute a violation of the City's covenant herein, so long as the City does not use such facilities to provide electrical service to Grantee's customers, other than through the sale of wholesale power to Grantee. Nothing herein contained shall be construed or deemed to prevent the City from exercising at any time any power of eminent domain granted to it under the laws of the State of Idaho. The City shall not grant a franchise to another electric service provider during the term of this franchise agreement unless the electric service provider has received approval to provide electrical service within the City from the Idaho Public Utilities Commission, and the City has imposed the same franchise fee on the electric service provider as paid by the Grantee.

SECTION 16. In the event of an amendment to the laws, rules or regulations of the City of Hailey, the State of Idaho or the Public Utilities Commission of Idaho applicable to this franchise, or for the periodic review of any section of this agreement, the terms of this franchise and the rights and privileges hereby conferred may be changed, altered, amended or modified upon mutual agreement between the City and the Grantee. In all cases, 60 days notice shall be required on the part of the City or Grantee to reopen the Agreement pursuant to this section.

SECTION 17. Any violation by the Grantee of the provisions of this ordinance, franchise and grant or any material portions thereof or the failure promptly to perform any of the provisions thereof shall be cause for the forfeiture of this franchise and grant and all rights hereunder by the City after sixty (60) days' written notice to the Grantee and the continuance of such violation, failure or default; however, this provision shall not prevent the Grantee from submitting such question of violation or forfeiture to the appropriate forum (which may include the district court having jurisdiction or the Idaho Public Utilities Commission) for determination.

SECTION 18. Sale, assignment or lease of this franchise is prohibited without notification of the City, in which case the successor shall be bound by all the terms and conditions of this franchise.

SECTION 19. The Grantee shall not install any luminaires during the term of this franchise that light the public right of way without first receiving approval for any such application by the Hailey Lighting Administrator. All existing and future lighting owned and operated by the Grantee shall comply with Article VIII B, Outdoor Lighting, of the Hailey Zoning Ordinance No. 532 and as amended. A street lighting master plan approved by the City

Council on June 28, 2010 ("Master Plan") and as amended, provides a maintenance schedule and retrofit plan for all existing lights owned and operated by the Grantee that do not conform to Article VIII B. The Master Plan includes, but is not limited to, 1) a schedule for work done by the Grantee, 2) the replacement by the Grantee of noncompliant luminaires with full cut-off luminaires when a lamp or lighting ballast requires maintenance or replacement, and 3) a list of preferred action plans for the retrofits, to be determined by the Council and reflected in an amended Master Plan upon receipt of more information from the Grantee on cost and fees associated with the preferred actions. All fees associated with the work specified in the Master Plan shall reflect the Idaho Public Utilities Commission's Schedule 41, Street Light Service, and as amended.

SECTION 20. The Grantee shall assume the cost of publication of this franchise as such publication is required by law.

SECTION 21. The Grantee shall within thirty (30) days after final passage of this ordinance, file with the City Clerk its acceptance of this franchise in writing signed by its proper officers and attested by its corporate seal.

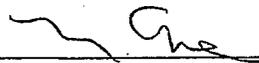
SECTION 22. If any section, paragraph, sentence or provision hereof or the application thereof to any particular circumstances shall ever be held invalid or unenforceable, such holding shall not affect the remainder hereof, which shall continue in full force and effect and applicable to all circumstances to which it may validly apply.

SECTION 23. All Ordinances, including Hailey Ordinance No. 753, or parts thereof in conflict herewith are hereby repealed and rescinded.

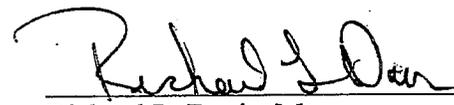
SECTION 24. This Ordinance shall be in full force and effect on July 1, 2010, and after its passage, approval and publication according to law.

PASSED AND ADOPTED by the Council of the City of Hailey this 28th day of June, 2010.

ATTEST



Mary Cone, City Clerk



Richard L. Davis, Mayor
City of Hailey

(Seal)



AGENDA ITEM SUMMARY

DATE: June 28, 2010 DEPARTMENT: Planning

DEPT. HEAD SIGNATURE: *[Signature]*

SUBJECT: Street Lighting Master Plan

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

55% of the City's street lights are non-compliant. In an attempt to make street lights conform to the City's Outdoor Lighting Ordinance, a Master Plan has been developed. The City recognizes that making changes to non-conforming fixtures may be a good time to consider changing to LED or some other more energy efficient light. To date, Idaho Power has not provided the City with enough information on the cost of energy efficient street lighting because Idaho Power is still investigating these types of technologies and has not developed tariffs or purchased equipment to accommodate the City's request. Idaho Power has stated that phasing the upgrade of non-compliant fixtures with compliant fixtures in a manner that matches their yearly maintenance schedule, will save the City money, but Idaho Power has not determined how much money will be saved. Idaho Power's current tariff schedule, which does not address energy efficient lighting, states that each existing fixture, replaced with a conforming full cut-off fixture will cost \$65.00. Any additional labor charges associated with replacing a fixture, beyond Idaho Power's expense for routine maintenance may incur a separate charge. There are a total of 100 non-conforming street light fixtures in the City. As stated in the Street Lighting Master Plan, these are proposed to be made conforming over a four (4) year period and will be coordinated with Idaho Power's routine maintenance schedule to save costs.

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Review the Agreement and Master Plan and decide if changes need to be made or if cost needs to be discussed.

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./Agmt./Order Originals: Record *Additional/Exceptional Originals to: _____
Copies (all info.): _____ Copies (AIS only) _____
Instrument # _____

Street Lighting Master Plan

City of Hailey

2010

Introduction

In 2002, the City of Hailey adopted Article 8B, Outdoor Lighting, of the Hailey Zoning Ordinance No. 532. The ordinance created regulations and a process for review of existing and future exterior lights "...to protect and promote the public health safety and welfare, the quality of life, and the ability to view the night-sky..."

Hailey has consistently ensured that new applications conform to the standards set forth in Article 8B. With no code enforcement staff, outdoor lighting violations for both lights installed prior to and after the adoption of Article 8B have been pursued and abated on a compliant basis.

Non-compliant streetlights have been replaced on a complaint basis as well, but the majority of streetlights still remain non-conforming. The City recognizes the need to comply with Article 8B and hopes that by creating the Street Lighting Master Plan, Idaho Power and the City will be able to better coordinate to make the streetlights conforming in a manner that is fiscally responsible, timely, and efficient.

At this time there are many unknowns about future lighting technologies and the possible cost savings and energy reductions associated with those technologies. As the City makes plans to upgrade all non-conforming street lights with conforming full-cut off and downcast fixtures and/or the appropriate amount of lumens or equivalent foot candles, also it wishes to plan for future technologies. At the City's request for cooperation to install more energy efficient street lights, more information will be available and provided to the City, by Idaho Power before winter 2011. The information will help the city further revise this Street Lighting Master Plan.

This document is intended to be amended once additional information is provided to the City from Idaho Power by winter 2011 and the Council makes a determination on the preferred action list described on page 5.

Background

Since the adoption of Article 8B the following efforts have been made by the City to make streetlights conforming.

- | | |
|-----------|--|
| 2003-2006 | Replaced approximately 70 streetlights along Main Street. |
| 2007-2010 | Replaced 10 streetlights in various areas (3 at the request of citizens and 7 in relation to public projects). |
| 2008 | Replaced 8 streetlights in the Woodside light industrial area |

As of June 22, 2010, Idaho Power is currently studying numerous implications associated with customer requests for alternative lighting technology, such as LEDs or induction street lighting. The following addresses some of the items Idaho Power is studying per the City's request, but have not yet been developed:

- 1) Establish a tariff rate for LEDs, induction, or other alternative energy efficient lighting.
- 2) Decide whether fixtures can be installed now that meet the ordinance requirements, but also allow for easy conversion to LEDs in the future, when Idaho Power develops a tariff.
- 3) Decide whether the City can purchase, install, and maintain LEDs on Idaho Power's poles, if a tariff for LED costs is not established.

The development of these items by Idaho Power is a key component to action taken by the City, which is further described in the Planning Approach.

Existing Conditions

The information below reflects information collected by Idaho Power regarding the current street light types, wattage, and height. Greater detail and locations can be found in an attached document.

The following are the current numbers of street lights and their associated wattage that are not equipped with full-cut off and downcast fixtures.

<u>Watts</u>	<u>Count</u>
100	79
200	20
400	1
Total	100

Applicable Ordinances

Article 8B, Outdoor Lighting, of the Hailey Zoning Ordinance No. 532 and as amended will apply to the Street Light Master Plan document:

Section 8B.2.2 (d)

"All existing exterior lighting subject to the Street Lighting Master Plan, referenced by Hailey Ordinance No. 1057, shall be brought into conformance with this Article as specified by the Street Lighting Master Plan."

Section B.4.1 (c)

"Idaho Power shall not install any luminaires after the effective date of this Article that lights the public right of way without first receiving approval for any such application by the Lighting Administrator."

Section 8B.4.3 (c)

"Streetlights used on arterial roads may exceed twenty five (25) feet in height, with the recommendation by the City Engineer, and only with a finding that exceeding twenty five (25) feet is necessary to protect the safety of the residents of Hailey."

Section 8B.4.4 (d)

“Streetlights shall be high-pressure sodium, low-pressure sodium or metal halide or a more energy efficient type. Streetlights in the following zoning districts shall be limited to seventy (70) watt high-pressure sodium (hps) light with a lumen output of sixty-four hundred (6400): General Residential, Limited Business, Limited Residential, New Business, and Transitional. Street lights in or at intersections that are partially or wholly within the following the following zoning districts shall be limited to one hundred (100) watts hps, with a lumen output of ninety-five hundred (9500): Business, Service Commercial Industrial, Technological Industrial, Airport, and Light Industrial. Lights at traffic signal controlled intersections on state highways shall be limited to two hundred fifty (250) watts hps, with a Lumen output of twenty-seven thousand, five hundred (27,500). If a light type other than high-pressure sodium is used, then the equivalent output shall be the limit for the other light type (see Table 1 in Article 8B for greater detail). LED and induction lights do not have an equivalent lumens output compared to traditional light types found in Table 1 of Article 8B; therefore, the number of foot-candles shall not exceed those compared to the initial lumens of existing compliant streetlights with the same placement and within the same zoning district.”

Planning Approach

Phasing

The City of Hailey wishes to take advantage of any cost savings that might be achieved by waiting to make lights conforming until winter of each year, with one fourth (1/4) of streetlights replaced each year for four (4) years.

<u>Year</u>	<u>Number of fixtures made compliant</u>
Winter 2011	25
Winter 2012	25
Winter 2013	25
Winter 2014	25

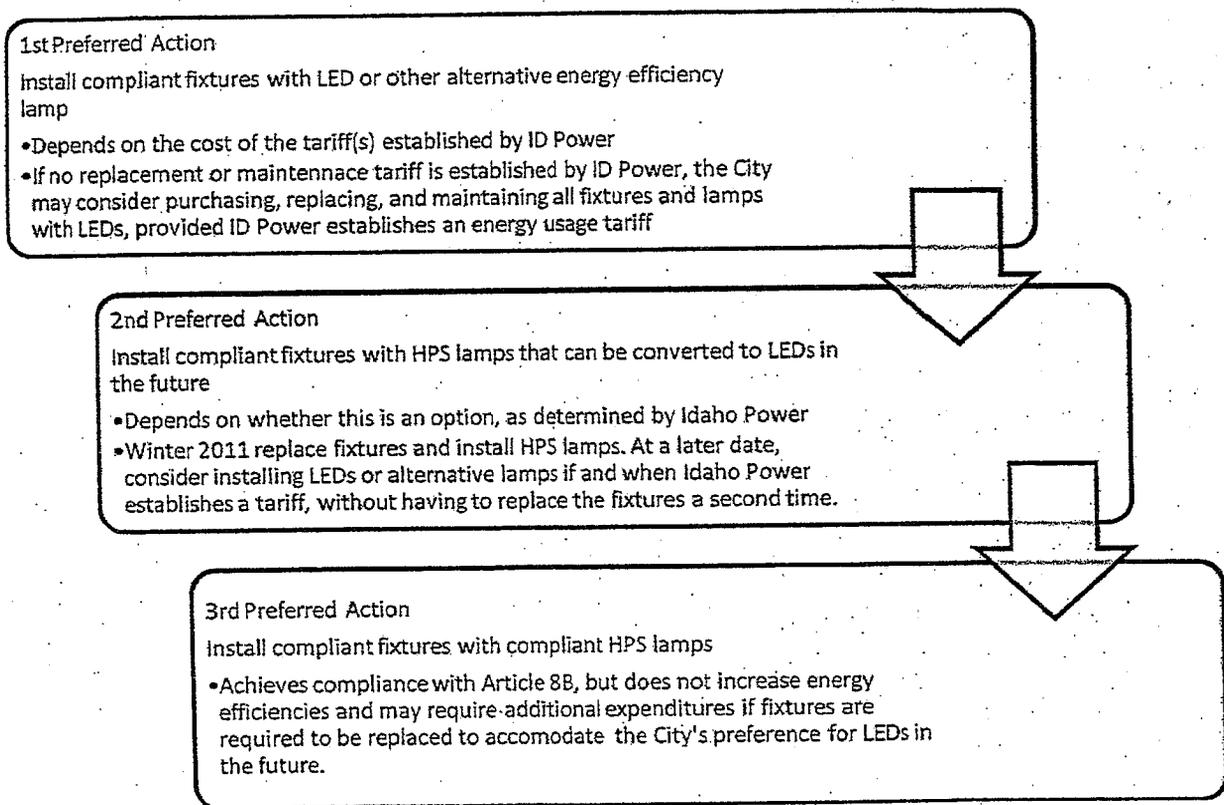
By phasing the replacement of non-compliant fixtures with compliant fixtures the following objectives are achieved:

- 1) Reduced replacement rates charged by Idaho Power. Every winter approximately one fourth (1/4) of all streetlight lamps within Hailey are replaced during Idaho Power’s routine lamp change maintenance. This schedule provides full replacement of all streetlights within Hailey every four (4) years. Idaho Power has not determined the amount of cost savings for replacing non-compliant fixtures with compliant fixtures when routine lamp changes are occurring. However, Idaho Power has stated that the fee in Idaho Public Utilities Commission’s Schedule 41, Street Light Service, would be reduced based on the cost savings.

- 2) Due to the expected increase in costs for replacing fixtures, regardless of cost savings identified by 1) above, Hailey wishes to phase the replacement of non-compliant fixtures with compliant fixtures to spread out the costs over a four (4) year term.

Preferred Action

Due to a lack of established information from Idaho Power, this Street lighting Master Plan addresses a series of preferred actions that may be amended as future information is received from Idaho Power. The determination of a preferred action will be selected by the Council following the receipt of additional information from Idaho Power, which is expected sometime between the fall of 2010 and winter of 2011. In all preferred actions, the fixtures will be made compliant. The differences between the preferred actions specify the type of fixture that will accommodate a specific type of lamp, as detailed below.

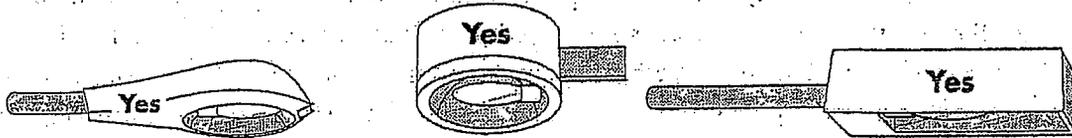


Lighting Criteria

All non-compliant fixtures will be made conforming with respect to Article 8B as amended during the aforementioned phasing approach. Both the fixture type and the lumens or equivalent foot candle levels established by the ordinance will be made conforming during the upgrades.

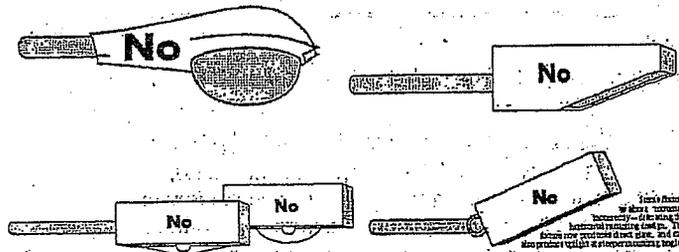
Fixture Type

Article 8B specifies that lamps with Lumens values in excess of 1,000 are required to be downcast and fully shielded or full-cut off. Street lights are not an exception. The following examples are street light fixtures that are downcast and fully shielded and comply with Article 8B.



The conforming fixtures all have a flat glass lens, which eliminates or minimizes direct glare and there is no upward throw of light.

The following are examples of non-conforming street lights:



Lumens levels by Zoning District

<u>General Area</u>	<u>Zoning District</u>	<u>Lumens or equivalent foot-candle measurements</u>
Residential	General Residential, Limited Residential, Limited Business, New Business, Transitional	6,400
Commercial	Business, Service Commercial Industrial, Technological Industrial, Airport, and Light Industrial	9,500
Traffic Signal Controlled Intersections on State Highways	Any district	27,500

Greater detail can be found in Article 8B, Section 8B.4.4 (d) of the Hailey Zoning Ordinance No. 523.

Review and Monitoring

Spring of 2011, 2012, 2013, and 2014, following Idaho Power's routine maintenance, Idaho Power will supply the City with a list of all lights changed. The list will specify the location of each light and the change(s) made. The changes made to the street lights should reflect the requirements of Article 8B, Hailey Zoning Ordinance No. 523, as amended.

AGENDA ITEM SUMMARY

DATE: 02/03/14 **DEPARTMENT:** Finance & Records **DEPT. HEAD SIGNATURE:**

SUBJECT:

Alcohol Beverage License Renewals

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

Approval for Alcohol Beverage Licenses for a new owner of A Taste of Thai.

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Recommend Council approve the sale of beer and wine.

ADMINISTRATIVE COMMENTS/APPROVAL:

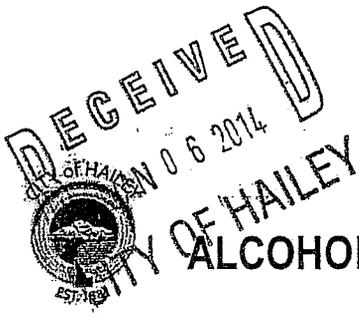
City Administrator _____ Dept. Head Attend Meeting (circle one) Yes No

ACTION OF THE CITY COUNCIL:

Date _____
City Clerk _____

FOLLOW-UP:

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



ALCOHOL BEVERAGE LICENSE APPLICATION

APPLICATION FOR:

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

APPLICATION IS:

- New License
- Renewal
- Transfer

TOTAL DUE: 400.00

Applicant Name: JONGRAK SANGSURIYAKUL

Business Name: A TASTE OF THAI

Business Physical Address: 106 1/2 N. MAIN ST., HAILEY, ID 83333

Business Mailing Address: 106 1/2 N. MAIN ST., HAILEY, ID 83333

Business Phone Number: (208) 578-2488

Property Owner (if different from applicant): JEREMY + CONRAD THOMAS

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

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

Jongrak Sangsuriyakul
Applicant Signature

01/06/2014
Date

Subscribed and sworn to before me this 6th day of January, 2014

Yuliana Varela
Notary Public OR City Clerk

Residing at: 170 Eric, 83352
My Commission Expires 02/27/18

Yuliana Varela
Notary Public
State of Idaho

Official Use Only	
State License No.	<u>1373</u>
County License No.	<u>107</u>
City License No.	<u>2</u>
Date Approved by Council	_____
<u>[Signature]</u>	Chief of Police

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

**CITY OF HAILEY
RESOLUTION NO. 2014-08**

RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY
AUTHORIZING THE HAILEY CITY CLERK TO PAY CERTAIN VENDORS
PRIOR TO SUBMITTING THE BILLS TO COUNCIL

WHEREAS, certain vendors that provide services or goods to the City on a regular basis have a billing cycle that requires the bill to be paid prior to the first council meeting of the month and a late fee is charge to the city for later payment; and

WHEREAS, it is the desire of the city council to avoid payment of late fees.

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Hailey that the following pre-authorization for payment of certain bills be adopted:

1. The City Clerk is authorized to pay the following vendors for the listed purposes by the due date on the bill and prior to submitting the bill to the city council for approval; including but not limited to:

CENTURY LINK COMMUNICATIONS	city hall phone system
AVAYA COMMUNICATIONS	city hall voice mail system
AMERIPRIDE LINEN & APPAREL SERVICES	uniform services
VERIZON WIRELESS	city hall cell phones
INTERMOUNTAIN GAS / IDAHO POWER	utilities
CLEAR CREEK DISPOSAL	garbage, portable toilets in City parks
INTEGRATED TECHNOLOGIES	copiers – maintenance contracts
FEDEX	overnight delivery
PITNEY BOWES	lease for postage meter
UNITED OIL	fuel for vehicles
SENTINEL FIRE & SECURITY	city hall fire alarm system
FIRST BANKCARD	city hall credit cards
FREEDOM MAILING SERVICES	utility and newsletter processing
UPPER CASE PRINTING	utility and our town Newsletter printing
COX COMMUNICATIONS	internet

2. The City Clerk shall include the above bills in the bills submitted to City Council for ratification at the first council meeting following the payment of the bill.

PASSED by the City Council this 3rd day of February, 2014.

Fritz X. Haemmerle, Mayor

Attest:

Mary Cone, City Clerk

AGENDA ITEM SUMMARY

DATE: 2/03/14 DEPARTMENT: Clerk's Office DEPT. HEAD SIGNATURE M. Cone

SUBJECT

Approval of Minutes from the special meeting of the Hailey City Council on January 15, 2014 and to suspend reading of them.

AUTHORITY: ID Code 67-2344 IAR _____ City Ordinance/Code _____

Idaho Code requires that a governing body shall provide for the taking of written minutes at all of its meetings, and that all minutes shall be available to the public within a reasonable period of time after the meeting. Minutes should be approved by the council at the next regular meeting and kept by the clerk in a book of minutes, signed by the clerk.

BACKGROUND:

Draft minutes prepared.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS:

<input type="checkbox"/> City Attorney	<input checked="" type="checkbox"/> City Clerk	<input type="checkbox"/> Engineer	<input type="checkbox"/> Mayor
<input type="checkbox"/> P & Z Commission	<input type="checkbox"/> Parks & Lands Board	<input type="checkbox"/> Public Works	<input type="checkbox"/> Other

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to approve the minutes as presented, and to suspend the reading of them, or remove from consent agenda to make changes and then approve as amended.

FOLLOW UP NOTES:

**MINUTES OF THE SPECIAL MEETING OF THE
HAILEY CITY COUNCIL
HELD JANUARY 15, 2014
IN THE HAILEY TOWN CENTER MEETING ROOM**

The Meeting of the Hailey City Council was called to order at 5:30 P.M. by Mayor Fritz Haemmerle. Present were Council members Carol Brown, Don Keirn, Pat Cooley, and Martha Burke. Staff present included City Attorney Ned Williamson, City Administrator Heather Dawson, and City Clerk Mary Cone.

5:31:48 PM Burke moved to approve the amended agenda, seconded by Brown, motion passed with roll call vote. Brown, yes. Keirn, yes. Cooley, yes. Burke, yes.

5:32:22 PM Steve Crosser Hailey resident – has a concern of notification for projects beyond 300 foot notice. Mayor Haemmerle asked Crosser to hold his comments to the Public Hearing portion of the meeting because Crosser’s comments are specifically regarding the Syringa school Design Review process/application.

5:33:46 PM Chris Werth asked an easement access question. Like Crosser, Mayor Haemmerle asked Werth to save his comment for later in the meeting.

5:34:30 PM Ned Williamson addressed the public notice process for this meeting. Does not have to meet LUUPA noticing requirements and the open meeting laws for special meetings were followed and met.

CONSENT AGENDA:

CA 023	Motion to approve minutes of January 6, 2014 and to suspend reading of them.....	1
CA 024	Motion to approve claims for expenses incurred during the month of December, 2013, and claims for expenses due by contract in January, 2014	9
CA 025	Motion to approve Treasurer’s reports from December 2013.....	35

5:35:15 PM Burke moved to approve all consent agenda items, seconded by Keirn. motion passed with roll call vote. Brown, yes. Keirn, yes. Cooley, yes. Burke, yes.

COUNCIL PRESIDENT ELECTION:

5:36:05 PM Brown moved to nominate Keirn as council president, seconded by Burke. Motion passed with roll call vote. Brown, yes. Keirn, yes. Cooley, yes. Burke, yes.

PUBLIC HEARINGS:

PH 026 Consideration of ordinance declaring a moratorium not to exceed to 182 days on applications for design review of schools (non-residential buildings)

5:36:43 PM Mayor Haemmerle gave an overview of this situation discussing Conditional Use Permits and schools. Mayor Haemmerle asked citizens to keep their comments to 2 minutes or less.

5:40:18 PM Williamson explained the situation leading up to tonight's meeting. Williamson explained the moratorium statute Idaho Code §67-6523, law allows for a moratorium for a maximum of 182 days, adopting an ordinance would temporarily prohibit Design Review applications. Williamson discussed the 6 options. 1) status quo, 2) Moratorium on Design Review applications for Schools, 3) Moratorium on Design Review for new schools for at maximum of 182 days, 4) Ordinance allowing modular buildings for 1 year or less, design review required, 5) cannot put a school in an existing structure, 6) allows for temporary use of structure for 1 year.

If council adopts an Ordinance for a moratorium then direction would be given to the Community Development Department to define specifications to allow for schools in residential areas.

5:53:07 PM Williamson discusses imminent peril with regard to moratorium ordinance. Williamson announced that the property in China Garden is no longer under contract to purchase by the Syringa School. Traffic could be considered imminent peril in the situation of schools in residential neighborhoods. Zoning is designed to protect neighborhoods no matter where you live.

5:55:57 PM Brown was contacted by Matt Filbert a Bellevue resident, stating that timing is of essence, don't adopt a moratorium, school is a valuable asset to the city. Lisa Horowitz contacted Brown, Horowitz told Brown that she thought a moratorium is appropriate, and it should be expedited and city should make this a top priority and help the school lease or buy a property.

5:56:44 PM Keirn was contacted by two individuals who did not give their names, both opposed to the moratorium, one call was from California and the other, Montana. Also, Kim Coonis contacted Keirn. Coonis is opposed to the school being located in China Gardens where she lives.

5:57:14 PM Pat Cooley received a call from Tom Ferries. Ferries asked Cooley how a moratorium would work and that he was opposed to one. Ferries was a proponent of the school.

5:57:30 PM Martha Burke was contacted by Scott McGrew and his wife Sirimuhk, and Aris Flood. Burke was also contacted by Kim Coonis, she very concerned about traffic that the school would create. About 2 weeks ago Burke received a pedicure and sat next to Phoebe Pilaro, current Syringa Board member.

5:58:16 PM Heather Dawson received calls at city hall today from many individuals opposed to the moratorium. Dawson apologized if the list is not complete as some of the messages were not clear when she retrieved them from her voice message system. The list included: Svea Grover,

Sarah Flood, Kristin Albright, Whit Albright, Erin Ellis, Randy Flood, Raquel Smith, June McGrew, Heidi Reeves, Rob Reeves, and Dave Johanningmeier.

Brown received 43 emails from citizens, she is comparing the emails with the handouts she has received tonight from staff to determine if some are not duplicates. She was able to read all except about 15 emails before the meeting tonight.

5:59:34 PM Mayor Haemmerle received 7 phone calls today against the moratorium. He apologized, he did not keep a list of the names. Mayor Haemmerle also received an email from Daryl Fauth who is against the moratorium and the short notice of the moratorium.

6:00:05 PM Micah Austin received 4 calls today. 2 calls from the Blaine County School District, Chip Maguire, and the other did not provide a name. All calls were inquiring about a moratorium and what one would do to their potential or existing projects.

6:00:50 PM Alex McPherson Hailey property owner asked a question regarding lengthening a moratorium beyond 182 days. Williamson answered this question, held to 182 day length moratorium by state code §67-6523.

6:02:03 PM Mayor Haemmerle gave some ground rules for public comments, purpose to regulate schools not prohibit them.

Public comment:

6:05:01 PM Pamela Plowman Hailey resident, and daycare provider in Hailey, explains the recent need to teach children in different ways. Plowman explains the needs for multi dimensional training for children. Putting off this school impacts 100 or more families.

6:07:45 PM Frank Rowland, Hailey resident, hopes that council, whatever they do, would encourage, enhance and help the Syringa School.

6:09:07 PM Greg Bloomfield, Chairman of Board syringe mountain school, spoke to council. Bloomfield stated there are 118 students that are signed up for their school this fall. If council adopts the strictest option, Syringa school will not be able to operate. Bloomfield implored that modular classrooms are expensive.

6:12:05 PM Kristen Albright, Hailey resident, happy to hear that council is open to the school. Albright read a letter explaining that the Syringa school was state approved as a charter school 5 months ago. If Syringa is not allowed to open in the fall, then over 100 children will not have a school to go to.

6:14:07 PM Randy Flood – owner of a few properties in China Gardens, and a realtor, attempting to find a location for the Syringa School. Will the city annex more property to accommodate the school?

6:15:26 PM Blaine Porter Hailey resident, not against schools, but must put them in the correct place. Porter believes a moratorium is best option to get time to assess situation. Porter thinks council has been pushed against the wall on this issue. Look at the future to resolve problem and look at other facilities wanting to expand.

6:18:04 PM Dick Springs, lives in Bellevue triangle, and sits on the Board of the Syringa School. None of the options laid out tonight will allow the Syringa school to operate this fall. Urges council to not adopt a moratorium, suggests other options.

6:20:17 PM Bob Hoskins Hailey resident believes council needs to do something to protect the neighborhoods and look at locations of schools very closely.

Matt Filbert 6:21:18 PM Bellevue resident reads a letter regarding problems. He asks to find solutions, moratorium could prevent the school from opening this fall. Thinks this school would be beneficial to the valley.

6:23:41 PM Scott Corkery Hailey resident, lives in traffic area by middle school, the traffic does not bother him, and a moratorium would be a mistake.

6:24:48 PM Jessica Banks agrees with Corkery, schools are not a big impact, safety of children is a priority. No moratorium.

6:25:56 PM Crystal Wolf Hailey resident, would love to see her 4 year old in this school, safest place for schools is in neighborhoods, no moratorium.

6:26:54 PM Susan McBryant, Hailey resident would be a disappointed if Syringa school didn't have a back-up plan. The city should take action to serve the entire community, yes moratorium.

6:28:51 PM Michael Kraynick Hailey resident, this is an unreasonable, reactionary response to a single application, feels it is un-constitutional. You should shut down all schools and churches.

6:30:57 PM Becquel Smith, has a 5 year old child enrolled in Syringa school, is concerned that this was not a secret to locate the school in Hailey, feels the lack of notification of this meeting is indicative of reactionary move by city council. Let the Design Review process work, the application was not approved, moratorium is not necessary.

6:33:13 PM Mary Gervase Acting Director of the Syringa School, spoke about a family moving here from Montana to enroll child in Syringa school. Gervase spoke to Don Keirn and let him know that the phone number from Montana that he received was from this family wanting to relocate to the valley. Gervase gave a correction, now are 130 students enrolled right now, approx 5% of families are relocating to the valley. Goal for the Syringa School is to be in Hailey.

6:35:05 PM Julia Dupuis, Hailey resident, believes zoning needs to be planned, feels the Planning and Zoning Commission got it right. Take a step back and give them time to plan a

school into our community. Dupuis thinks the school did a poor job of their application and is in favor of moratorium.

6:36:33 PM Selim Star, Hailey resident, states all schools are in General residential area, are they all causing imminent peril? If you want to force schools to be in business district...choose status quo.

6:38:51 PM Nancy Linscott Hailey resident. Linscott was a Planning and Zoning Commissioner member when the Blaine County Middle School went through design review, this application did not bring out a moratorium. Concept is neighborhood schools.

6:41:01 PM Svea Grover Hailey resident agrees with Linscott. Neighborhood schools are important to have. Moratorium is not necessary.

6:42:02 PM Jason Georgiades, Bellevue resident, no eminent peril these days, parents drive safer.

6:43:35 PM Brian Christine Hailey resident – disagrees with moratorium, need to foster kids.

6:44:14 PM Hallie Star Hailey resident, has students in Syringa School, this is harsh, don't adopt a moratorium.

6:46:13 PM William Ziebell Ketchum resident, moved family here in part for the school and the Waldorf education, he is for the moratorium. The board needs to take responsibility for not having meetings which were open. He thinks an expedited moratorium would be good, to enhance the zoning and a way of fitting the school into a proper location. They did not do a good job of presenting their project in front of the Planning and Zoning Commission.

6:47:08 PM Kelly Zeman, Elkhorn resident does not support a moratorium. Zeman hopes that the Syringa School will work with community.

6:48:59 PM Eric Lutz, moved from Vermont, works for forest service, he received a Waldorf school education, his kids are in Syringa school. It seems that the Planning and Zoning decision was a process. Moratorium is not necessary. Do Status quo as your option, he asks of council.

6:50:57 PM Summer Hoopes, Hailey resident, not in favor of moratorium. She feels like we have what we need, important that we don't tie the Syringa boards hands. Central location in valley is Hailey, perfect spot for this school. No moratorium.

6:53:01 PM Mike Pogue, Hailey resident, implored to council, you are trying to fix a problem that doesn't exist. The Planning and Zoning process works as shown by the denial this week. The school wants to find the right place and work with neighbors. No moratorium is necessary. No threat to welfare of public safety, council should look at imminent threat to school and enrolled students.

6:54:58 PM Scott McGrew, Hailey resident born and raised in Hailey has seen the City changed over the years. McGrew's children go to this school. No on moratorium. Knee jerk reaction, does not reflect well on our city, respect the process, and keep innovation alive.

6:57:20 PM Jorjan Sarich, Hailey resident, confused that Syringa school does not have another option.

6:58:19 PM Whit Albright, Hailey resident comments. Albright was born and raised in the valley, this is a great opportunity for our valley, moratorium does not make sense.

7:00:40 PM Bobbi Filbert Bellevue resident, and has a 4th grader in the Syringa Mountain School, missed opportunities we want to work with Hailey. No on moratorium

7:02:26 PM Ginger Ferries Hailey resident is against moratorium. Ferries has kids in this school.

7:03:31 PM Kaz Thea Hailey resident, disheartened to hear about the moratorium. Huge choice of schools in the valley, don't close the door on this opportunity. No on moratorium.

7:05:43 PM Shawn McMann Feels design review process worked.

7:06:43 PM Chris Werth Hailey resident, how do you enroll a child in a school that doesn't exist? This project needs to slow down, roads and sidewalks need to be addressed.

7:08:54 PM Tanya Green a Shoshone Idaho resident, is excited about the Syringa school and wants to send children to the school. Don't let the kids suffer, no moratorium.

7:09:48 PM Nolina Burge, Bellevue resident, has 2 kids in school.

7:10:28 PM Peter Lobb Hailey resident, proposes a moratorium for a shorter timeframe to allow city time to define parameters to allow a school to operate in an existing neighborhood.

7:11:17 PM Chip Maguire – if moratorium goes through, it will be a direct hit to Syringa school.

7:12:02 PM Amy Schlatter, Bellevue resident and Hailey property owner, would like to reiterate, as a teacher, she believes in choice for students, found a system that works for her child, this would stop the school in its tracks (referring to the moratorium).

7:14:21 PM Stephen Kirk Hailey resident, views the Syringa school as asset in China Gardens. Most of good schools in any community are in middle of neighborhood, feels moratorium is political and a knee jerk reaction, no on moratorium.

7:15:35 PM Steve Crosser Hailey resident, asks if the school is still going to pursue the Aspen Drive property for their school?

7:16:51 PM Lori Wortig, Ketchum resident and on the Syringa Mountain school board. Wortig doesn't feel a moratorium is necessary.

HAILEY CITY COUNCIL MINUTES
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7:18:07 PM Alex McPherson Hailey resident, wants to look at the process that council is taking, feels that the process is working. Moratorium is emergency situation, this is not an emergency. Schools are a permitted use in this zoned area.

7:20:19 PM Tener Rogers Hailey resident, has 2 kids in Syringa school currently, disruption if students have to go to public school during transition. No on moratorium

7:21:37 PM Sirimuhk McGrew, Hailey resident and kids go to Syringa school. Moratorium is unnecessary.

7:23:02 PM Dave Johanningmeier, Hailey resident, have 2 kids in this school, no on moratorium, where can we put the school?

7:24:14 PM Mayor Haemmerle asks a question to the Syringa school board. Mountain school operates under a CUP with the County currently. What is the problem with Syringa operating under a CUP. Mayor Haemmerle explains CUP and possible parameters. Discussion continues.

Mayor Haemmerle closed the public comment.

Council discussion:

7:28:52 PM Burke talks about the last question posed. Different standards for public education? Burke explained her experience in public involvement and putting in schools around the city, takes lots of planning. Burke suggests some next steps, make changes, reapply with city, and listen to neighbors. Burke is against moratorium.

7:32:16 PM Cooley – this is not a referendum on the Syringa school, this is a land use issue. It is incumbent upon council to guide the school on where to locate. We need guidelines for our Planning and Zoning Commission and city staff to follow for design review. Council needs to have a say on certain details.

7:34:46 PM Mayor Haemmerle – hopes all of you can appreciate some control/respect for a process and defining proper placement of schools. It is not all about the Syringa School, you are not entitled to plop down wherever you want. You must have respect for these neighborhoods, balancing of uses so everyone is happy.

7:36:56 PM Keirn, is in favor of neighborhood schools. Need to find the right place for this school. There must be some control as Haemmerle mentioned.

7:38:40 PM Brown, there is a perception in tonight's comments that planning cannot happen if moratorium is in place. Perception that moratorium is about shutting down the school, not true. City has put moratoriums in place before on signs, use it to put the right rules in place. This isn't just about Syringa, it could be about future schools. Schools belong in neighborhoods. Existing neighborhoods have the right to keep their quality of life. It is hard to put a new use in an existing neighborhood. Planning is easier with guidelines. Not thrilled with moratorium.

HAILEY CITY COUNCIL MINUTES
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7:43:02 PM Mayor Haemmerle this is a difficult situation, people have made plans, we must protect people in the neighborhoods. Contemplating letting them move forward with plan B and work with neighborhoods. Brown would like to see the staff work with them. Keirn is in agreement with Brown and Haemmerle, work with them on options. Keirn believes that staff needs to define what is needed for schools to be in place. Haemmerle believes a CUP is a proper way to deal with the school. Burke comments that retrofitting schools in a neighborhood is necessary. Haemmerle states that you (Syringa school) must respect the neighbors. There is no guarantee, would like to see your plan B. Please work with the neighbors, and give a lot of consideration to traffic and times of operation. Propose bringing back soon.

Haemmerle would like to see how quickly staff can bring a CUP to council. Williamson answered, go to Planning and Zoning Commission first, before council sees it.

7:51:23 PM 6:30 pm at the Community Campus, Performing Arts Theater, showing the Hailey Community Climate Challenge documentary movie sneak preview.

7:51:45 PM Burke implored to the public in tonight's audience, get on Planning and Zoning Commission and get involved in your city now. In 4 years there will be 2 seats available, Burke and Keirn will not run for office again.

7:52:45 PM Break to allow people to leave.

PH 027 Consideration of Fire Service Automatic Aid Agreement

7:55:55 PM Chief Aberbach introduced this item to council.

7:56:55 PM Question by Brown, what are the major changes? Aberbach, asking for a ladder truck in specific situations, better checks and balances for everyone, more clear, most of changes on page 4 of the agreement.

7:58:38 PM **Burke made a motion to approve agreement with Resolution 2014-06, seconded by Brown, motion passed with roll call vote. Brown, yes. Keirn, yes. Cooley, yes. Burke, yes.**

STAFF REPORTS:

8:00:04 PM Road and bridge funding letter from Blaine County Commissioners. The county is moving forward with levy on a ballot at potentially the same time as the City goes to ballot for the Wastewater Treatment plant upgrades.

8:00:49 PM Dawson announced a council goal setting meeting from 10:30 to 12:30 on February 21st.

8:01:21 PM Tom Hellen gave a biosolids update. Hellen received word from HDR Engineering that we will see the 60% design for the review on Tuesday and they will be here Thursday to go over it with us. This is moving forward.

8:01:33 PM **Motion to conclude meeting made by Burke, seconded by Keirn, motion passed with roll call vote. Brown, yes. Keirn, yes. Cooley, yes. Burke, yes.**