

AGENDA ITEM SUMMARY

DATE: 2/9/2009 DEPARTMENT: Legal

DEPT. HEAD SIGNATURE: 

SUBJECT:

Airport Grant (AIP 03)

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

I am enclosing a copy of a letter from Barry Lubovski and a proposed Resolution. As you can tell by the enclosed documents, the airport is seeking a grant for \$453,818 to continue the funding of Phase II of the EIS for the Friedman Memorial Replacement Airport.

Ned

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Approve of Resolution 2008-02 and authorize the Mayor to sign.

FOLLOW-UP REMARKS:

LUBOVISKI, WYGLE, FALLOWFIELD & RITZAU, P.A.
ATTORNEYS AT LAW

SUITE 205 • THE STATION
460 SUN VALLEY ROAD
P.O. BOX 1172
KETCHUM, IDAHO 83340-1172
(208) 726-8219
FAX (208) 726-3750

BARRY J. LUBOVISKI
JANET C. WYGLE
ROBERT I. FALLOWFIELD
LEE RITZAU

February 4, 2009

Ned C. Williamson, Esq.
Hailey City Attorney
Sent by email to: wlo@cox-internet.com

Re: Friedman Memorial Airport/Grant of Federal Funds (AIP 03)

Dear Ned:

The Friedman Memorial Airport Authority, through its sponsors Blaine County and the City of Hailey, has applied for a federal grant. The grant for AIP 03 is in the amount of \$453,818.00. The grant is to be used for continuation of Phase 2 of the Friedman Memorial Replacement Airport Environmental Impact Statement.

As you know, in order for the Authority to receive the federal funds, the City of Hailey must execute a resolution authorizing the Application, adopting and ratifying the representations and assurances contained in the Application and authorizing the Mayor to execute the grant. To that end, I have enclosed a proposed Resolution authorizing Rick and Mary to execute the necessary documentation on behalf of the City.

As usual, the FAA has given us very little notice so if the proposed Resolution authorizing receipt of the grant meets with your approval, I would appreciate it if you would present it to the City Council for its consideration at its meeting on February 9, 2009. If the Council approves the Resolution, please notify Lisa Emerick at the Airport (788-9003).

If you have any questions or if I can provide any further information, please do not hesitate to contact me at your earliest convenience. Thank you for your assistance.

Sincerely,

LUBOVISKI, WYGLE,
FALLOWFIELD & RITZAU, P.A.


Barry J. Luboviski

BJL/rd
Enclosure
cc: Friedman Memorial Airport Authority

CITY OF HAILEY RESOLUTION NO. _____
BEFORE THE CITY COUNCIL OF HAILEY, IDAHO

A RESOLUTION OF THE CITY OF HAILEY, AS CO-SPONSOR OF THE FRIEDMAN MEMORIAL AIRPORT, AUTHORIZING THE EXECUTION OF THE APPLICATION FOR FEDERAL ASSISTANCE DATED JANUARY 8, 2009, AND THE STANDARD DOT TITLE VI ASSURANCES DATED JANUARY 8, 2009, AND ADOPTING AND RATIFYING THE REPRESENTATIONS AND ASSURANCES CONTAINED THEREIN, AND FURTHER AUTHORIZING THE MAYOR OF THE CITY OF HAILEY TO RATIFY, ACCEPT AND EXECUTE THE GRANT OF FEDERAL FUNDS FOR A PROJECT AT, OR ASSOCIATED WITH, THE FRIEDMAN MEMORIAL AIRPORT (AIP-03).

WHEREAS, the City of Hailey, along with the County of Blaine, Idaho, as Sponsors of the Friedman Memorial Airport, have submitted a Project Application dated January 8, 2009 to the Federal Aviation Administration, U.S. Department of Transportation, for a grant of Federal funds for a project at, or associated with, the Friedman Memorial Airport, which Project Application has been approved by the FAA. Such project consists of continuation of Phase 2 of the Friedman Memorial Replacement Airport Environmental Impact Statement.

WHEREAS, the City Council hereby authorizes the execution of the Application for Federal Assistance dated January 8, 2009, and Standard DOT Title VI Assurances dated January 8, 2009, on its behalf, as Co-Sponsor of the Friedman Memorial Airport, along with Blaine County, Idaho, by Richard R. Baird, Airport Manager.

WHEREAS, the City Council hereby adopts and ratifies the representations and assurances contained in the Application for Federal Assistance, and the Standard DOT Title VI Assurances, both dated January 8, 2009.

WHEREAS, the City Council hereby authorizes the Mayor to ratify, accept and execute said Grant of Federal funds for the above-stated project, and as Co-Sponsor, further adopts and ratifies any terms and conditions of such Grant.

ADOPTED AND APPROVED this _____ day of _____, 2009.

By _____
The Honorable Rick Davis
Mayor, City of Hailey

ATTEST:

Mary Cone
City Clerk

RESOLUTION NO. _____ / Page 1

AGENDA ITEM SUMMARY

DATE: 2/9/2009 DEPARTMENT: Legal

DEPT. HEAD SIGNATURE: 

SUBJECT:

Birdwood Security Agreement

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

I am attaching a proposed Security Agreement for Birdwood Subdivision. As of the writing of this summary, I have not received a description of the improvements to be completed or an estimate of the improvements. I expect that the missing information may be submitted to you in advance of the meeting.

Ned

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to approve the Security Agreement and to authorize the mayor to sign.

FOLLOW-UP REMARKS:

SECURITY AGREEMENT (BIRDWOOD SUBDIVISION)

THIS SECURITY AGREEMENT (Birdwood Subdivision) ("Agreement") is made and entered into this ___ day of February, 2009, by and between Idaho Capital, LLC, an Idaho limited liability company, whose mailing address is P.O. Box 2326, Ketchum, Idaho, 83340 (hereinafter referred to as "Developer"), and the City of Hailey, Idaho, a municipal corporation, (hereinafter referred to as "Hailey").

RECITALS

A. Developer has made an application for and received final plat approval of the Birdwood Subdivision from Hailey thereof as set forth in the Hailey City Council's Findings of Fact, Conclusions of Law and Decision dated September 8, 2008, and incorporated herein by reference; and

B. Developer has received final plat approval prior to completion of construction of the certain improvements. Developer agrees to post a certificate of deposit in the amount of \$109,016.01, as security for complete performance and construction of certain improvements.

C. The parties agree to enter into this Agreement to allow a letter of credit to be provided as security for the uncompleted improvements, described on attached **Exhibit "A"** ("Improvements") and as a condition thereof, Developer is required by the Hailey City Council to post security therefore consistent with the ordinances of the City of Hailey.

AGREEMENT

NOW, THEREFORE, Developer and Hailey hereby covenant and agree as follows:

1. Security. Developer, simultaneously with the execution of this Agreement, deposits with Hailey a Certificate of Deposit dated February ___, 2009 ("Certificate of Deposit"), from Wells Fargo Bank, Ketchum, Idaho, whose mailing address is P.O. Box ____, Ketchum, Idaho in the principal total amount of One Hundred Nine Thousand Sixteen and 01/100 DOLLARS (\$109,016.01), as security for complete performance and construction of the Improvements upon the terms and conditions set forth herein. The Certificate of Deposit shall be made solely in the name of the City of Hailey, Idaho and shall be held by Hailey in lieu of the Owner filing or depositing other security with Hailey.

2. Time of Performance. Developer shall complete construction of the Improvements on or before one (1) year from the date of the Certificate of Deposit or the amount of the Certificate of Deposit shall be due and payable to Hailey up to the full amount thereof and Hailey may draw upon the Certificate of Deposit as Hailey in its sole discretion determines necessary to complete the Improvements or any portion thereof as provided in paragraph 3, below.

3. Remedies. In the event Developer fails or refuses to complete the Improvements

or any portion thereof on or before one (1) year from the date of the Certificate of Deposit, Hailey shall have the right, but not the obligation, to draw the funds from the Certificate of Deposit and apply the proceeds thereof to construction of the Improvements or any portion thereof. In case of default by Developer, if the total cost of construction of the Improvements is less than the amount of the Certificate of Deposit, Hailey agrees to return to Developer the unused portion of the Certificate of Deposit funds. However, if the cost of installing or constructing the Improvements is greater than the amount of the Certificate of Deposit, Developer agrees to reimburse and hold harmless Hailey for any and all additional costs and expenses incurred by Hailey associated with installing and constructing the Improvements.

4. Release. In the event Developer completes construction of the Improvements on or before one (1) year from the date of the Certificate of Deposit, Hailey shall release the funds from the Certificate of Deposit, including any and all interest accrued, to Developer upon receiving written notice by the City Engineer that the Improvements have been installed according to applicable ordinances, regulations, plans and specifications, and that the same has been inspected and approved by the City Engineer. Developer can apply for a partial release of funds from Hailey and the Hailey City Council may so authorize release by the City Clerk of an appropriate proportion of the amount held as security upon completion of a substantial portion of the Improvements, and the inspection and approval thereof by the City Engineer. In such cases, Hailey shall retain sufficient security for completion of all the Improvements in compliance with this Agreement.

5. Inspection Fees. Developer is responsible for and shall pay any and all fees incurred by the City Engineer in providing services associated with the inspections necessary to confirm completion of any or all of the Improvements required.

6. Relationship of Parties. This Agreement is not a guarantee that any of the Improvements will be constructed and does not obligate Hailey in any way to complete any of the Improvements. This Agreement is not intended nor shall it be construed as a third party beneficiary contract or creating any third party beneficiary rights.

IN WITNESS WHEREOF, the parties hereto have signed this document the day and year first written above.

DEVELOPER
Idaho Capital, LLC, an Idaho limited liability
company

By _____
Dean Holter, its general manager

CITY OF HAILEY, IDAHO

By _____
Richard L Davis, Mayor

EXHIBIT "A"

Item Description	Unit	Quantity	Item Cost	SubTotal
Clearing, Stripping & Grubbing	S.Y.	2604	\$0.85	\$2,213.40
Excavation, Haul On-Site	C.Y.	671	\$2.45	\$1,643.95
Woven Geo-Textile	S.Y.	940	\$1.60	\$1,504.00
Import 2" Base	C.Y.	442	\$14.40	\$6,364.80
Import 3/4" Leveling Course	C.Y.	190	\$28.50	\$5,415.00
3" Asphalt Paving	S.Y.	1648	\$11.25	\$18,540.00
Chip Seal	S.Y.	1648	\$2.25	\$3,708.00
Box Culvert	L.S.	1	\$10,000.00	\$10,000.00
Sawcutting	L.F.	116	\$1.49	\$172.84
Asphalt Removal	S.Y.	46	\$4.35	\$200.10
6" C-900 PVC Water Main	L.F.	501	\$16.25	\$8,141.25
6" Pipe Fittings (Flanged)	Each	4	\$200.00	\$800.00
6" Valves (Flanged)	Each	3	\$550.00	\$1,650.00
Water Service	Each	1	\$350.00	\$350.00
Fire Hydrant Assembly w/2-4" bollards	Each	2	\$2,700.00	\$5,400.00
2" Pressure Sewer Main	L.F.	502	\$12.00	\$6,024.00
Sewer Service	Each	1	\$550.00	\$550.00
			Estimated Cost	\$72,677.34

Bond Amount (150% of Estimated Cost) \$109,016.01

January 12, 2009

Governor C. L. "Butch" Otter
Borah Building
304 North 8th Street, Suite 347
P.O. Box 83720
Boise, Idaho 83720-0034

Dear Governor Otter:

On December 23, 2008, President Bush signed the "America's Beautiful National Parks Quarter Dollar Coin Act of 2008". Pursuant to this Act, the U.S. Mint will produce quarter dollar coins honoring America's national parks and other "national sites" during an eleven-year program beginning in 2010.

A national park or "national site" located in each state and U.S. territory will be selected by the Secretary of the Treasury to be depicted on the reverse or "tails" side of a quarter dollar. The law directs the Secretary to consult with the governor of each state concerning the selection of a national park or other "national site" within each respective state. A list of parks and "national sites" to be honored is to be completed by the Secretary prior to September 18, 2009.

Governor Otter, we, the undersigned, respectfully request that you recommend the selection of the Sawtooth National Recreation Area (SNRA) for Idaho's quarter dollar to the Secretary of the Treasury. (The definition of "national site" includes national recreation areas.) The SNRA is an excellent choice to receive this honor for the following reasons:

- The scenic beauty and grandeur of the SNRA provides an outstanding example of Idaho's unspoiled and spectacular natural environment, and, as such, will enable a depiction on a quarter dollar befitting of the Great State of Idaho and one that will proudly showcase Idaho to the nation.
- The SNRA is a valuable resource protected for the citizens of Idaho and the nation to recreate, exercise and discover the wonders of Idaho's natural environment. Given the SNRA's importance to Idaho and the nation, it is a worthy choice for depiction on a quarter dollar.
- The SNRA is an important asset in promoting the recreation and tourism industries in Idaho, and it is a major contributor to the economic livelihood of several area communities and counties, including Bellevue, Carey, Challis, Hailey, Ketchum, Stanley, Sun Valley, Blaine County and Custer County.
- Promoting the SNRA on a United States Quarter Dollar will bring valuable nationwide publicity to the SNRA, surrounding communities, and the state, thereby supporting and advancing economic vitality. (Typically, 500 million

of such quarters are produced, with an average quarter dollar remaining in circulation for 30 years.)

- The new law provides that "any party affiliated with any national site honored by a quarter dollar" may purchase at cost from the government special oversized (5 oz. silver) souvenir specimens of such quarters for marketing and fundraising purposes. This aspect of the new quarter dollar program represents a valuable opportunity to both market the SNRA throughout the nation and raise much needed funds to benefit organizations affiliated with the SNRA.

We appreciate your consideration of the Sawtooth National Recreation Area as your recommendation to the Secretary of the Treasury for this important coinage program. If you have questions about this matter, please contact Gary Marks, Ketchum City Administrator, at 727-5081. Thank you.

Sincerely,

Jon Anderson, Mayor of Bellevue

Rick Baird, Mayor of Carey

Richard Davis, Mayor of Hailey

Randy Hall, Mayor of Ketchum

Wayne Willich, Mayor of Sun Valley

Tom Bowman, Chair, Blaine
County Commission

Carol Waller, Director, Sun Valley/
Ketchum Chamber & Visitor's Bureau

Jim Spinelli, Director, Hailey
Chamber of Commerce



THE BOARD OF BLAINE COUNTY COMMISSIONERS

206 FIRST AVENUE SOUTH, SUITE 300

HAILEY, IDAHO 83333

PHONE: (208) 788-5500 FAX: (208) 788-5569

www.blainecounty.org bcc@co.blaine.id.us

Lawrence Schoen, Chairman * Angenie McCleary, Vice Chair * Tom Bowman, Commissioner

The Honorable Congressman Mike Simpson
Washington, D.C. Office
1339 Longworth
Washington, D.C. 20515

January 23, 2009

Re: Idaho State Highway 75 improvement project funding

Dear Congressman Simpson,

On behalf of our respective jurisdictions--Blaine County and the cities of Sun Valley, Ketchum, Hailey, Bellevue, and Carey--we are writing in support of the Idaho Department of Transportation's request for federal funds to facilitate highway improvements along the State Highway 75 corridor from Timmerman Hill to Ketchum. This is our second request for SH75 improvements funding. We are very grateful for your past efforts helping us to obtain funding.

Improvements to SH 75 are critical to the future of Blaine County. This corridor supports all transportation entering and leaving the Wood River Valley. SH75 is also Main Street for Bellevue, Hailey and Ketchum. As such, it should be designed to enhance traffic flows, vehicular safety and main street commerce. Additionally, SH75 will be *the* critical connector between the proposed replacement airport location and the population it will serve.

The roadway has met its capacity. With the combination of residential , commercial, tourist and commuter traffic, SH75 comes to a standstill nearly every morning and afternoon. Congestion like this produces unsafe travel conditions, adds travel hours and stress to commuters, slows the delivery of goods and services between our communities and the region, wastes energy and has a significant impact on residents' quality of life, including environmental factors.

Only expansion of SH75 can help ease this situation. The Idaho Transportation Department has recommended this course of action and this recommendation is supported by our communities. SH75 expansion is the most direct way to address the problems cited above. Given the economic importance and visibility of Blaine County within Idaho, it will have positive impacts on local, regional and state economic conditions. In addition, it will improve access to public lands within and beyond our county.

Since Congress routinely recognizes special needs that states are unable to meet, we hope you will be able to assist us successfully with securing funding for this project. Twenty-eight million dollars in federal funds have been earmarked thus far for this corridor. Plans are being developed for wetland mitigation and an expansion of one three-mile segment of the overall 27-mile corridor. This amount falls far short of what is needed for timely completion of the improvements that will begin to alleviate the extreme transportation demands on this road. Transportation improvements to SH75 are long overdue.

We thank you, in advance, for your consideration and the assistance you are able to provide us.

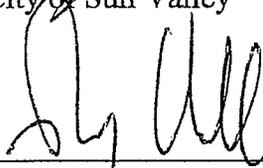
Sincerely,



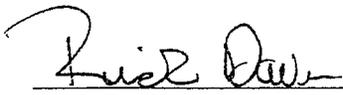
Lawrence Schoen, Chairman
Board of Blaine County Commissioners



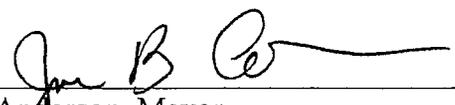
Wayne Willich, Mayor
City of Sun Valley



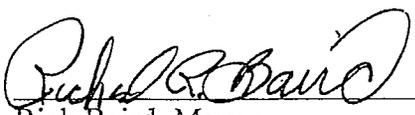
Randy Hall, Mayor
City of Ketchum



Rick Davis, Mayor
City of Hailey



Jon Anderson, Mayor
City of Bellevue



Rick Baird, Mayor
City of Carey

AGENDA ITEM SUMMARY

DATE: 2/9/09 DEPARTMENT: Engr DEPT. HEAD SIGNATURE: 

SUBJECT: Authorize signing of 2010 Safe Routes to School Grant State/Local Agreement for Woodside Elementary School

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

A Safe Routes to School grant for paving the pathway at Woodside Elementary School between Glenbrook Dr and Woodside Blvd. and adding a speed hump on Glenbrook Dr. was received from ITD. The grant includes \$71,500 for infrastructure and \$1,800 for non-infrastructure.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS: Caselle # _____
Budget Line Item # _____ YTD Line Item Balance \$ _____
Estimated Hours Spent to Date: _____ Estimated Completion Date: _____
Staff Contact: Tom Hellen Phone # 788-9830 Ext 14
Comments:

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)
____ City Attorney ____ Clerk / Finance Director ____ Engineer ____ Building
____ Library ____ Planning ____ Fire Dept. _____
____ Safety Committee ____ P & Z Commission ____ Police _____
____ Streets ____ Public Works, Parks ____ Mayor _____

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



IDAHO TRANSPORTATION DEPARTMENT

P.O. Box 7129
Boise ID 83707-1129

(208) 334-8000
itd.idaho.gov

January 22, 2009

Tom Hellen
City Administrator
City of Hailey
115 Main St.
Hailey, ID 83333

RECEIVED

JAN 26 2009

MHC

Dear Tom:

Please find enclosed two originals of the State/Local Agreements for the City of Hailey's Safe Routes to School (SR2S) project Key Number 11869.

This project was recommended to receive \$71,500 for infrastructure in FY10 funds, and \$1,800 for non-infrastructure in FY09 funds, by the Safe Routes to School Advisory Committee. The committee felt that the project reflects the goals of the SR2S program to increase the safety and number of students walking and biking to school. Once the appropriate signatures have been obtained for your project please return both originals to me for further processing. You will receive an original fully executed S/LA for your records.

A revised version of the SR2S Project Manual will be available by February 1, 2009 at www.itd.idaho.gov/sr2s/tools. This manual will contain instructions on how to proceed through the various stages of your project from development to reimbursement. Please contact your ITD District 4 representative Amanda Hoffman to discuss the development of the project, phone 886-7823. Also enclosed please find is a copy of the SR2S Budget Itemization form. This will serve as the final budget page for your non-infrastructure project and must be submitted with the signed S/LA, you will receive a signed copy for your records. Budget revisions must be requested and approved by ITD. Please work with your project partners to report on both the education and engineering aspects of the project for your progress reports.

I look forward to working with you and wish you every success with your SR2S project. Please do not hesitate to contact me at 334-4475, should you have any questions or if I can be of assistance.

Sincerely,

Josephine O'Connor
SR2S Coordinator
Office of Highway Operations and Safety

D4 PS/SR2S

Safe Routes To School (SR2S) Budget Itemization



All revisions, purchasing requests, or other expenditures over \$50.00 must be submitted to State SR2S Coordinator for prior approval.

Project Title	Project Number	Revision Number
Request Number		

	<u>Amount Requested</u>	<u>Amount ITD Approved</u>
Non-infrastructure Award Total \$ _____		
Personnel Costs (Coordinator hourly wage including benefits, travel, volunteer/intern stipends and all other anticipated personnel costs)		
_____	\$ _____	\$ _____

Subtotal	\$ _____	\$ _____
Educational Materials		
_____	\$ _____	\$ _____

Subtotal	\$ _____	\$ _____
Encouragement Incentives (Bike Helmets and other safety items can be included)		
_____	\$ _____	\$ _____

Subtotal	\$ _____	\$ _____
Special Events (\$200 is the maximum allowed for refreshments per event)		
_____	\$ _____	\$ _____

Subtotal	\$ _____	\$ _____
Indirect Costs (Must be requested and agreed upon in writing within one month of signing State/Local Agreement)		
_____	\$ _____	\$ _____

Subtotal	\$ _____	\$ _____
Total	Federal \$ _____	Federal \$ _____
Total Project Cost \$ _____		
Submitted By	Date	ITD Representative's Signature
		Date

**STATE/LOCAL AGREEMENT
SAFE ROUTES TO SCHOOL
PROJECT NO. A011(869)
FY10 SR2S, HAILEY
BLAINE COUNTY
KEY NO. 11869**

PARTIES

THIS AGREEMENT is made and entered into this _____ day of _____, _____, by and between the IDAHO TRANSPORTATION DEPARTMENT, hereafter called the State and the CITY OF HAILEY, acting by and through its Mayor and Council, hereafter called the Sponsor.

PURPOSE

The Sponsor has requested funding under the Safe Routes to School Program to provide infrastructure and non-infrastructure projects that benefit elementary and middle school children in grades K-8 as detailed in the project Application. A copy of the project Application is attached as Exhibit A. The purpose of this Agreement is to set out the terms and conditions necessary to obtain Federal-aid participation in the work.

NOTE: Local Agencies should refer to the SR2S Project Development Manual for information regarding administration of the Safe Routes to School projects.

Authority for this Agreement is established by Section 40-317 of the Idaho Code.

I. NON-INFRASTRUCTURE ACTIVITIES

1. The total funds available for non-infrastructure activities identified in Exhibit A is \$1,800.
2. The State's contact for non-infrastructure activities is as follows:

Jo O'Connor
Safe Routes to School Coordinator
Office of Highway Operations and Safety
Idaho Transportation Department
PO Box 7129,
Boise ID 83707-1129
Telephone: 208-334-4475
Fax: 208-334-4440
e-mail: JOConnor@itd.idaho.gov

THE STATE SHALL:

3. Enter into an Agreement with the Federal Highway Administration covering the federal government's pro rata share of costs of the non-infrastructure activities, up to the Federal-aid maximum identified in Section I, Paragraph 1. above.
4. Through its Safe Routes to School Coordinator, will provide guidance and support to the Sponsor in development of the non-infrastructure portion of this project.
5. Upon receipt of appropriate documentation showing expenditure of funds for the non-infrastructure portion of this project, reimburse the Sponsor up to the Federal-aid maximum identified in Section I, Paragraph 1. above.

THE SPONSOR SHALL:

6. Develop the non-infrastructure activities as detailed in Exhibit A.
7. Seek the approval of the Safe Routes to School Coordinator before making all non-infrastructure purchases.
8. Make timely payment of all invoices and provide to the State, along with the required quarterly progress report, allowable invoices, receipts and copies of checks as proof of payment of same. The State will reimburse the Sponsor for eligible expenses, up to the Federal-aid maximum identified in Section I, Paragraph 1. above. The Sponsor shall be responsible for all costs of the project that exceed the Federal-aid maximum.
9. Submit quarterly reports to the Safe Routes to School Coordinator, on a form provided by the State. Upon completion of the project, the Sponsor will provide written notification of completion of the project and the final quarterly report. The deadline for completion of the work is two years from the date of this signed Agreement. The final report and invoice shall be received by the State no later than sixty days following the completion date.
10. Maintain all project records, including source documentation for all expenditures and in-kind contributions, for a period of three (3) years from the date of final cost accounting. If any litigation, claim, negotiation, or audit has been started before expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues that arise from it.

II. INFRASTRUCTURE ACTIVITIES

1. The total funds available for infrastructure activities identified in Exhibit A is \$71,500.
2. The deadline for completion of all infrastructure activities is two years from the date of execution of this Agreement.

3. Contact information for infrastructure activities is as follows:

District SR2S Contact: Amanda Hoffman
District Four - Idaho Transportation Department
PO Box 2-A
Shoshone, ID 83352
(208) 886-7823

Sponsor Contact: Tom Hellen, Public Works Director
City of Hailey
115 Main St. S.
Hailey, ID 83333
(208) 788-9830 x14

THE SPONSOR SHALL:

4. At its own cost, provide for the design of the project. Projects shall be designed to an approved standard following guidelines contained in the SR2S Project Development Manual.
5. Upon receipt of the official notice to award the contract received from the State, advertise and award a contract following the bidding procedures outlined in the SR2S Project Development Manual.
6. During construction of the project the Sponsor shall follow the guidelines in the SR2S Project Development Manual for construction, inspection diaries, and support to the State Resident Engineer in the administration of the contract on this project. The Sponsor shall prepare all monthly and final contract estimates and change orders, and submit to the State for their approval. During the life of the construction contract, prior approval of the State will be obtained if it is necessary to deviate from the plans and specifications to such a degree that the scope of project and/or required work is significantly changed.
7. Provide for materials testing on the project. Reference the SR2S Project Development Manual for guidelines and requirements.
8. Be responsible for the selection and maintenance of all traffic control devices in accordance with the Manual on Uniform Traffic Control Devices (MUTCD) as adopted by the State.
9. At no cost to the federal-share, cause to be replaced to original, equal or better condition any existing pavement, regulatory signs, and other items damaged as a result of the contractor's operation, except as hereafter stated as obligations of the State.

10. Make timely payment of all invoices and provide to the State allowable invoices and receipts showing payment of same. The State will reimburse the Sponsor for eligible expenses, up to the Federal-aid maximum identified in Section II, Paragraph 1. above. The Sponsor shall be responsible for all costs of the project that exceed the Federal-aid maximum. Reference the SR2S Project Development Manual for additional information.
11. Maintain all project records, including source documentation for all expenditures and in-kind contributions, for a period of three (3) years from the date of final cost accounting. If any litigation, claim, negotiation, or audit has been started before expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues that arise from it.
12. Maintain the project upon completion to the satisfaction of the State. Failure to maintain the project in a satisfactory manner will jeopardize the future allotment of federal-aid highway funds for projects within the Sponsor's jurisdiction.
13. Comply with Exhibit B, Non-Discrimination Agreement for Local Public Agencies, attached hereto and made a part hereof. By this agreement the Sponsor agrees to comply with and be bound to the Civil Rights provisions of Title VI of the Federal Code and to generally insert those provisions in all contracts that it enters into that are federally funded on this project. If property acquired for this project with Federal financial assistance is transferred, the recipient of the property will be subject to Appendix A if the property is used for the same purpose it was originally acquired or for another purpose involving similar services or benefits to the general public. Sponsor should contact the State prior to disposing of any property acquired under this agreement..
14. Comply with all other applicable State and Federal regulations.
15. Indemnify, save harmless and defend regardless of outcome the State from the expenses of and against suits, actions, claims or losses of every kind, nature and description, including costs, expenses and attorney fees that may be incurred by reason of any act or omission, neglect or misconduct of the Sponsor or its consultant in the design, construction and maintenance of the work which is the subject of this Agreement. The Sponsor shall defend and indemnify the State and its employees for all claims and losses arising out of the State's duty of supervision and inspection of the project.

THE STATE SHALL:

16. Enter into an Agreement with the Federal Highway Administration covering the federal government's pro rata share of construction costs, up to the Federal-aid maximum identified in Section II, Paragraph 1. above.
17. Review and approve the project plans, specifications, and rights-of-way certifications, and provide the appropriate environmental clearance.

18. Review and approve bidding documents for conformance to bidding requirements prior to advertisement.
19. Review and approve bids prior to a contract being awarded.
20. Authorize the Sponsor to administer the project and make any necessary changes and decisions within the general scope of the plans and specifications. ITD will review and approve any local procedures prior to executing this agreement.
21. Designate personnel, as the State deems necessary, to review construction in accordance with the plans, specifications and estimates in the manner required by applicable state and federal regulations. The State will review and approve change orders submitted by the Sponsor, and conduct a final inspection and acceptance of the project when completed.
22. Upon receipt of appropriate documentation showing expenditure of funds for infrastructure work on this project, the State will reimburse the Sponsor up to the Federal-aid maximum identified in Section II, Paragraph 1. above.
23. Maintain complete accounts of all project funds received and disbursed, which accounting will determine the final project costs.
24. Cooperate with the Sponsor in selection and designation of suitable construction traffic control during project construction in accordance with the Manual on Uniform Traffic Control Devices (MUTCD) as adopted by the State.
25. All information, regulatory and warning signs, pavement or other markings, traffic signals required, the cost of which is not provided for in the plans and estimates, must be erected at the sole expense of the Sponsor upon the completion of the project.
26. The location, form and character of all signs, markings and signals installed on the project, initially or in the future, shall be in conformity with the Manual of Uniform Traffic Control Devices as adopted by the State.

BOTH PARTIES AGREE AS FOLLOWS:

1. This Agreement is entered into for the purpose of complying with certain provisions of the Federal-Aid Highway Act, in obtaining federal participation in the design and construction of the project. Federal participation in the costs of the project will be governed by the applicable sections of Title 23, U.S. Code (Highways) and rules and regulations prescribed or promulgated by the Federal Highway Administration.
2. Federal participation is contingent upon ultimate completion of the project. If for any reason the project is removed from the program without being completed, then the Sponsor shall be responsible for One Hundred Percent (100%) of all project costs, and shall pay back to the State all costs previously reimbursed.

3. Sufficient Appropriation. It is understood and agreed that the State is a governmental agency, and this Agreement shall in no way be construed so as to bind or obligate the State beyond the term of any particular appropriation of funds by the Federal Government or the State Legislature as may exist from time to time. The State reserves the right to terminate this Agreement if, in its sole judgment, the Federal Government or the legislature of the State of Idaho fails, neglects or refuses to appropriate sufficient funds as may be required for the State to continue payments. Any such termination shall take effect immediately upon notice and be otherwise effective as provided in this Agreement.

4. This Agreement shall become effective on the first day mentioned above, and shall remain in full force and effect until amended or replaced upon mutual consent of the State and the Sponsor.

(This space intentionally left blank)

EXECUTION

This Agreement is executed for the State by its Assistant Chief Engineer (Development), and executed for the Sponsor by the Mayor, attested to by the City Clerk, with the imprinted corporate seal of the City of Hailey.

IDAHO TRANSPORTATION DEPARTMENT

APPROVED BY:

Assistant Chief Engineer
(Development)

Approved as to form:
Scot R. Campbell
Deputy Attorney General
January 8, 2009

RECOMMENDED BY:

Roadway Design Engineer

ATTEST:

CITY OF HAILEY

City Clerk

Mayor

(SEAL)

By regular/special meeting
on _____.

hm: 11869 SLA.doc

**CITY OF HAILEY
RESOLUTION 2009-02**

A RESOLUTION OF THE HAILEY CITY COUNCIL, HAILEY, IDAHO, AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT WITH THE IDAHO TRANSPORTATION DEPARTMENT, AND THE CITY OF HAILEY, OUTLINING THE OBLIGATIONS OF THE STATE FOR DEVELOPMENT OF A SAFE ROUTES TO SCHOOL PROJECT; AND

NOW, THEREFORE, BE IT RESOLVED:

1. That the Agreement for Federal Aid Highway Project A011(869) is hereby approved.
2. That the Mayor and the City Clerk are hereby authorized to execute the Agreement on behalf of the CITY.
3. That duly certified copies of the Resolution shall be furnished to the Idaho Transportation Department.

I hereby certify that the above is a true copy of a Resolution passed at a regular meeting of the City Council, City of Hailey, held on February 9th, 2009.

Rick Davis, Mayor

ATTEST:

Mary Cone, City Clerk

(Seal)

Section 1 – Summary - Refer to the Application Guidelines for help completing this form.

Date Submitted 8/26/08	School(s) Included Woodside Elementary School	School District Blaine County	
Brief Description of Project (100 words or less) Traffic at and near the Woodside Elementary School continues to be a major barrier to Safe walking or biking to school. Promotion of the use of planned bike/pedestrian improvements is a continuing education effort. The "canal" path between Glenbrook Dr. and Woodside Blvd. is in poor condition and requires a permanent surface. The path will provide an isolated Safe Route connection to Woodside Elementary School. Connections to existing and planned infrastructure improvements require further education and encouragement projects promoting their expansion and use.			
<input checked="" type="checkbox"/> Proposed Project Directly Supports a K-8 School		Infrastructure Funding Request \$71,500 .	Non-Infrastructure Funding Request \$7,500 - \$1,800
Project Leader's E-mail Address tom.hellen@haileycityhall.org	Address 115 Main St S	City Hailey	Zip 83333
Project Leader's Name (Printed) Tom Hellen	Title Public Works Director/City Engineer	Phone Number 208-788-9830 x14	Previously Funded Year(s) 2007

ITD District (check one)

- District 1 – Boundary, Bonner, Kootenai, Benewah, and Shoshone counties
- District 2 – Latah, Nez Perce, Clearwater, Lewis, and Idaho counties
- District 3 – Adams, Valley, Washington, Payette, Gem, Boise, Canyon, Ada, Elmore and Owyhee counties
- District 4 – Camas, Blaine, Gooding, Lincoln, Jerome, Minidoka, Twin Falls, and Cassia counties
- District 5 – Bingham, Caribou, Power, Bannock, Oneida, Franklin, and Bear Lake counties
- District 6 – Lemhi, Custer, Butte, Jefferson, Clark, Fremont, Madison, Teton, and Bonneville counties

Section 2 – Project Partners Partners may include, but are not limited to law enforcement, healthcare, education, PTO volunteers, etc.

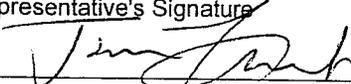
Sponsor – Projects with infrastructure improvements must be sponsored by the agency with jurisdiction over the project. Projects with only non-infrastructure improvements may be sponsored by any organization, including non-profits. (Refer to the Application Guidelines for assistance.)

Sponsoring Agency's Name City of Hailey		Representative's Name (Printed) Tom Hellen		Title Public Works Director/City Engineer	
Address 115 Main St S	City Hailey	Zip 83333	Email Address tom.hellen@haileycityhall.org	Phone Number 788-9830 x14	

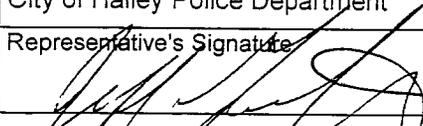
I certify that the above named sponsoring agency supports the proposed Safe Routes to School project. The Sponsor has the legal authority to apply for and pledge the funds required to receive reimbursement for the requested Safe Routes to School funds, and shall enter into a State/Local Agreement with ITD. I further certify that the Sponsor will provide maintenance for all infrastructure improvements upon completion. I understand that this is not a grant; this is a reimbursement program, and that all federal rules for contracting, auditing, and reimbursement will apply to the project.

Representative's Signature 	Date 8/27/08
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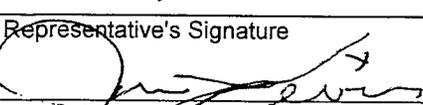
Partnering Organization/Agency (Attach a letter indentifying this partner's role)

Organization/Agency Name Mountain Rides	Representative's Name (Printed) Jim Finch	Title Multi-modal Coordinator
Representative's Signature 		Email Address jim@mountainrides.org

Partnering Organization/Agency (Attach a letter identifying this partner's role) Enforcement

Organization/Agency Name City of Hailey Police Department	Representative's Name (Printed) Jeff Gunter	Title Police Chief
Representative's Signature 		Email Address jeff.gunter@haileycityhall.org

Partnering Organization/Agency (specify) (Attach a letter identifying this partner's role)

Organization/Agency Name Blaine County School District	Representative's Name (Printed) Dr. Jim Lewis	Title Superintendent of Blaine Schools
Representative's Signature 		Email Address jlewis@blaineschools.org

Partnering Organization/Agency (specify) (Attach a letter identifying this partner's role)

Organization/Agency Name	Representative's Name (Printed)	Title
Representative's Signature	Email Address	

Section 3 – Project Information

Current Conditions – If the project is for more than one school, list the numbers for each school

Number of students that attend the school(s) 340 students K-5	Number of students that currently Walk – 20 on a fair weather day=6%. October 3 rd Walk/bike to school day =62 (18%) Bike – 15 = 4%. October 3 ^{rs} Walk/bike to school day = 77 (23%) Average 60/day Spring 2008 event-peak day May 16 was 83 bikes! Bus – 105 = 31% October 3 rd Walk/bike to school day = 75 (22%) Car – 200 = 59%, October 3 rd Walk/bike to school day = 126 (37%) Other -
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Describe current efforts to promote safe walking and bicycling to school, if any (250 words or less)
 Mountain Rides Transportation's Safe Route to School Coordinator conducts regular am/pm site surveys at the school. The coordinator regularly attends PTA meetings to promote volunteer participation and formation of walking and biking groups. Woodside Elementary School was awarded the Outstanding SRTS Achievement Award for Oct.3,2007 event. MR's has installed a SRTS information board in the entrance to the School. Spring 2008 activities included PE class bike safety training and a walk/bike to school month long trip tracking competition. Parent surveys and workshops, SRTS brochure are all part of regular public outreach efforts. Principal St. George and PE teacher Eastop actively support SRTS on a daily basis. 28 helmets were distributed at school (gift from Papoose Club) August 20,2008 Parent Workshop and Helmet distribution attended by 43 people.
 Mountain Rides' staff as partner provides School staff, parents and students current information and activities through the school's SRTS info-board and regular Safe Routes events- Wednesday Walk/Bike to School Day and planned SR2S Monthly awards at schools.
 Parents and students encouraged through partnerships with other youth-organizations (Blaine County Rec District, Papoose Club, WR-YMCA,). Spring and Fall "District Wide Walk/ Bike to School Events" require significant educational outreach. Spring workshops are planned to further develop 2 walk/bike groups from surrounding neighborhoods. In classroom bike and pedestrian safety training are planned for the spring (3rd year at school). 2008 Map and Safe Routes Brochure distributed to all students. Other fliers: "Safe Routes-a guide to biking around town" brochures are distributed at all schools (basic bike safety, helmet fitting and traffic safety brochure).

List the top three barriers for safely walking and bicycling to this school (150 words or less)
 1. Lack of bike/pedestrian infrastructure/connectivity through the neighborhoods surrounding the school causes low levels of walking and biking participation. Parents and students encounter unfriendly streets and crossings surrounding the school. There are no sidewalks in the neighborhoods adjacent to the School excluding the 350 feet at the school zone between Mountain Ash and Cherry St.
 2. High traffic volume and speed on Woodside Boulevard and surrounding neighborhood streets is a significant deterrent to walking or biking to school. Winter conditions/snow removal in Woodside compound this situation with narrower right of way.
 3. Language is a barrier to outreach and education efforts. English as second language is primary focus at Woodside Elementayr. Partnership with School District staff for bilingual presentations is in effect. Community partnerhsip w/ LaAllianza is strong and effective.

Applicants previously funded must describe current projects in detail and/or attach their current School Travel Plan (400 words or less) Mountain Rides Education & Encouragement 2007 Project activities were highlighted by the 42% participation in the October 3, 2007 International Walk to School Day, 128 students Organized and walked to Wood River Middle School on Jan 31, 2008 "Focus the Nation" on Global Warming Event and the 2008 Spring Trip Tracking Event at valley elementary schools (over 6000 trips submitted). The high level and variety of public outreach has resulted in increased awareness of the programs. Parents now have access to SR2S programs at the School Information Boards which are stocked with The Safe Routes to School Map/Brochure, newsletters, contact information for school/neighborhood group. The Map/Brochure is distributed throughout Blaine County and posted on the Wood River Trail by Blaine County Recreation District. The Parent Workshops designed to promote and develop Neighborhood Groups were successful in identifying potential "champions" for Woodside, Northridge, Bellevue and Warm Springs. The 2007 project funds paid for 600 hours of E&E effort by a Safe Routes Coordinator (300 hours of In-kind). The 2008 project continues the promotion of the Fall and Spring events, maintenance of info boards, updates to Map/Brochure, funding for 640 hours for SR2S Coordinator, installation of "SR2S trailblazer" signs along Safe Routes, In-classroom Bike/Ped Safety Ed, and extensive outreach to neighborhoods to develop neighborhood walk or bike groups. The partnership with parent organizations will be further enhanced with more parent bike safety orientation and more one-on-one on rte with groups. Walkability/Bikeability inventories are completed annually. Community/ Neighborhood partnerships are improving and efforts are underway for In-kind contributions such as the recent mowing of the Woodside Ditch by Webb Landscape.

Current efforts at Woodside Elementary are fragmented but effective: Spring 08 number of Bikes average day grew 131% increase over Fall 07 (60/day vs26/day)!

Woodside Elementary project for 2009 will be a step toward providing a fundamental travel plan link to the Wood River Trail system. The isolated Woodside "ditch" pathway will enhance the development of neighborhood biking and walking groups in S. Woodside. The installation of signage in the neighborhoods and along the Wood River Trail will also provide critical on route information to participants. In-classroom education efforts utilizing Americorps member from Mt. Rides will significantly improve student and neighborhood knowledge/awareness of Safe routes to school.

Section 4 – Project Goals and Partnerships

Describe the project's goals (250 words or less)

The goal of the infrastructure project is to provide a preferred safe route connection to Woodside Elementary School that will encourage the increased participation in walking and biking to Woodside Elementary School. The non-infrastructure activities provided by our partnership with Mountain Rides Transportation will provide outstanding education and encouragement opportunities and thereby increase the level of participation in the Safe Routes to School Project. Our primary goal is to increase the number of students walking and biking to school on a regular basis to 100 students (35%). The past levels of participation at big events (40+%) indicate an awareness about Idaho SR2S and a willingness to participate at heavily promoted events. The month long Spring event focuses on changing the transportation habits and choices.

Other goals of the project are improved student health and academic achievement, a stronger sense of community, reduction of vehicle traffic impacts in the neighborhoods and at the school, improved air quality and year around use of the newly constructed/improved bike and pedestrian connectors.

State your target increase in bicycling and walking to school (Provide both percentage and number)

Walk - Develop and implement formation of groups in adjacent neighborhoods -increase participation level from 6% to 15%

Bike - Develop and implement formation of groups in adjacent neighborhoods- increase level from 15% to 20%

Name who is on the SR2S project team and provide details of meetings or communications during the application process (250 words or less)

Hailey- regular communication City Public Works Director T.Hellen; Principals Tom Bailey, Fritz Peters and Gary St.George; Woodside PTA- Tifny Lago, Sherie Thomas, Neighborhood Rep- Maureen Brassell; BCRD- Janelle Conners/Eric Rector, Citizens for Smart Growth-Kelly, Papoose Club-Gwen, Suzanne Miller. Emails, phone calls about fall programs, workshops/ PR for Infrastructure, application process, helmet/ice cream event and opening day. Distribution of SR2S Map/Brochure and Fall 2008 Newsletter throughout community and School Information Boards, Registration materials and during proof of residency. Inclassroom surveys and Bike/Ped Safety are coordinated through PE Teacher Craig Eastop and Principal Gary St. George. Hailey PD Lt. Steve England is regularly briefed on upcoming events and concerns in Woodside school area.

Mountain Rides Transportation Authority Project team: weekly communication with City Administrators/Staff on current and planned projects. Regular communication with Blaine County School District Administration. Daily communication with School Principals or Secretaries. Discussion with and recruitment of volunteers and staff from local law enforcement, BCRD, Neighborhood groups, Parent organizations, Blaine County bike Coalition. Attendance and Input from parent workshops Aug 18-21 indicates outstanding public awareness of SR2S in Blaine County!

Section 5 – Engineering Only projects that meet the environmental requirements of a Categorical Exclusion shall be considered

Describe the project's proposed improvements to the infrastructure within two miles of the school(s), and name who will be responsible for identifying the safest walking and bicycling routes/maps for both infrastructure and non-infrastructure projects. Include when and how a map will be produced (250 words or less)

A bike path currently runs along an ITD ROW between Hwy 75 and Glenbrook Dr in Hailey providing safety for school children. However there is no connection between the bike path and Woodside Elementary School other than busy city streets without sidewalks. This project proposes to connect the bike path to the school using existing ROW. The ROW proposed is in the back yards of existing homes and would remove children from exposure to traffic.

Describe how the proposed infrastructure project reflects input from the city, community, and other key stakeholders. Provide details of past or future meetings to inform the public about the encouragement/education program being planned (300 words or less)
The proposed project reflects input from stakeholders gathered at various meetings. Specific meetings: February 21st, 2008 Parent Workshops at Woodside School and Feb 21st at Hailey El. School to discuss 2007/2008 Infrastructure projects. April 7-10 Parent workshops at Elementary Schools for further discussion and updates (see Spring 2008 Newsletter. Attendees of April workshops provided input to 2008 Route Map and future infrastructure wish list- Main St. crossings in Hailey and Bellevue, Wood River Trail Connectors and more signage/crosswalks in school zones. The 2008 Route Map and Brochure was developed by BCRD and Mountain Rides staff - distribution to schools and throughout Wood River Trail (bike path) System in May 2008. August 18-21 "cool heads- Helmets and Ice Cream" Workshops for updates and information distribution for 2007/08 projects and for input for 2009 application attended by 43 interested parents and students.

Regular attendance at School Board, with District staff, School Principal and Parent organization will encourage input from key stakeholders. Inclusion in school web page with events for 2008/2009 and safety presentations at school assemblies are planned. The SR2S infrastructure projects will link local streets and bike path for a comprehensive pedestrian and bicycle plan. Regular meetings with MRTA staff, City of Hailey Staff, Forsgren Engineers and School district personnel are planned throughout the process.

Describe how the community plans to accommodate bicyclists and pedestrians. Provide details of policies in place. Provide this detail even if you are not applying for infrastructure funds. Refer to the Application Guidelines for more information (300 words or less)

TOM THIS IS FOR YOUR INPUT
Transportation Master Plan

Elm St. SR2S project development and construction meets ITD/FHTA standards.

Existing partnerships with Blaine County Schools, Parent organizations, Wood River YMCA, Blaine County Rec District, Citizens for Smart Growth and supporting businesses such as Sturtevant's support Hailey's efforts to be a Walkable and Bikeable community. Citizens group has applied for designation as a Bike Friendly Community. Summer 2008, the City installed illuminated/pedestrian activated crosswalks on Main St. at Croy and Myrtle Streets. Law Enforcement conducts regular enforcement operations at high volume/sensitive Bike and Pedestrian zones.

Section 6 – Education

Describe the project's proposed educational efforts. Describe current educational efforts (400 words or less)

Current E&E efforts include outreach activities for all elementary schools in the district through Mountain Rides Transp. existing non-infrastructure project. Planned upcoming fall and spring workshops and events at all schools will generate increased awareness of SR2S at Woodside el. and surrounding neighborhoods. The May walk/bike month trip tracking competition has created a higher participation level (+131% increase in number of bikes at school) and momentum in the fall for the kickoff events for this application time line. Mountain Rides Transportation and partner organizations including Hailey PD conducted a "Parent Workshop- Cool Heads- Helmets and Ice Cream" giveaway at Woodside Elementary School on August 20, 2008. 43 parents and students attended, 28 helmets were fitted and Helmet Safety and Education information was distributed along with Volunteer sign-up, SR2S Newsletter, Map and Brochure distribution.

Mountain Rides plans significant Education and Encouragement efforts at Woodside Elementary and has submitted a separate application for a Non-infrastructure project. The Educational efforts will focus on utilizing educational resources and personnel (maps, fliers, brochures, in-classroom and after school bike and pedestrian training) as well as highlighting the increased Fun, Safety and Health benefits enjoyed by joining Walking and Biking groups. Parent leaders will be provided additional Neighborhood Bike/Ped group organizing and safety orientation as well as "on-route" support and assistance.

Section 7 – Encouragement

Describe the project's proposed encouragement efforts. Describe current encouragement efforts (400 words or less)

Encouragement efforts will include: Parent workshops for neighborhood group organizing and training, public outreach and updates regarding Infrastructure project, general public educational efforts (newsletters, School SR2S- info boards, PTA's, partner organizations, etc). Significant efforts to use media promoting events and activities in English and Spanish. Also significant outreach efforts at the School, inclassroom education and surveying of parents and students. Promotion of Fall and Spring events with lots of PR and fliers, advertising, giveaways galore (including ITD SR2S items). In the 09 project we will be present at school assemblies and supplying the Principal with bike and pedestrian items for weekly "wheel of fortune" spin. MRTA personnel will be present at the school at least one day/week conducting on-site surveys, ride/walk along through neighborhoods, polling parents and distributing information about SR2S events and activities. Woodside Elementary School has great potential as demonstrated by participation levels at big events (46% of students on 2007 International Walk to School Day and Spring W&B Month 25% participation (average 60 bikes/day)! The grand prize again at the Spring Walk & Bike Month contest is a Kid's Mountain Bike and over 25 other prizes donated or provided at cost by local merchants and sponsors!

Current efforts include: Hundreds of giveaways, a wide range of prizes and special recognition for individual and school achievements for International Walk/bike to School Days, and the Spring Walk or Bike to School Month trip tracking contest. Our goal is to have a kickoff event in the Fall and Spring of each school year and prolonged efforts in the spring when weather permits more participation. Parent workshops for information dispersal include snacks. The Spring 2008 events awarded one kid's mountain bike as the grand prize. Additional prizes were awarded to over 20 students/school. Schools are participating by giving away additional helmets and bike gear at school assemblies. Helmets and Ice Cream were freely distributed at the Parent Workshops Aug 18-21. Over 130 helmets were fitted and distributed at all schools- 28 at Woodside! An additional 120 helmets are available to students through School and MRTA personnel. Bicycle Safety and Helmet Education, Use and Compliance are a key focus this year as more students participate in the SR2S programs.

Section 8 – Evaluation

NCSRTS Survey forms and instructions are located at www.saferoutesinfo.org/Resources/Evaluation. An example progress report and a Travel Plan outline are available in the SR2S Guidelines.

I certify that this project will meet the evaluation requirements for the Idaho Safe Routes to School program, including before-and-after NCSRTS surveys, ITD quarterly progress reports, and a commitment to compile an Idaho School Travel Plan during the two-year program. I understand that this plan must be submitted to ITD with the last reimbursement request. Based on our project timeline, I have identified the month and year that the plan will be submitted.

Date Travel Plan is Due (month/year)	Sponsor's Authorized Representative's Signature
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Attachments - The following documents must be attached to your application.

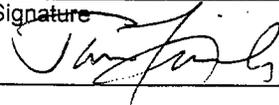
- A map and/or aerial photograph (8.5"x11") showing a two-mile radius around your school(s). These should be in color and in a scale that shows existing conditions (sidewalks, bike lanes, crosswalks, school zones, etc.), the location of the school(s), the most popular walking and bicycling routes, and the location of proposed improvements. Maps/photographs are required for applications with infrastructure improvements and highly recommended for all other applications.
- Cost Estimates – Infrastructure improvement costs and non-infrastructure improvement costs must be estimated separately.
- ITD Environmental Evaluation (ITD 0654 attached)
- Concept report (ITD 0190 attached)
- Letters of Support from partners describing their roles and responsibilities
- Each document/form must have applicable signatures.

Section 9 – Funding Requests

Cost Estimate for Non-Infrastructure Efforts: Local funds and in-kind donations are encouraged, but not required.

Education/Encouragement Activities	Item Description	Costs (\$)	Value of Donated Items	ITD Use Only
Project Public Relations/outreach	1. Series of meetings to inform public of project scope and status, Media promotions	2000		
Parent Workshop promotion	2. 2-3 workshops: Ads, flyers, posters, emails, and promos to partner organizations	1500	500 worth of free prom	
Parent Workshop Materials	3. Food and beverages, supplies, conference room space,	750		
Route Maps/Brochure 2009	4. Hailey portion of comprehensive SR2S Map.	1800		
Newletter	5. Printed Seasonal and email newsletter for informational update on events/project status	500		
Bike and Pedestrian Safety	6. Provided by MRTA, Hailey PD, Bike Coalition/League Amer. Cyclist		donated	
MRTA Coordinator Hours	7. Contribution of MRTA Coordinar hours for Workshops and Woodside Infrastr. events		500	
Safety Equipment, prizes for Spring/Fall Events	8. Provide helmets for community helmet program, prizes/awards for promo events	950		
Maintenance of Path 2008/09 school year	9. Mowing/weed clearing Webb Landscape		500	
Websites	10. Updates on MRTA website, School District and Woodside Elementary school Website		donated	
E&E in MRTA application	11. All education and encouragement items included in MRTA application			
	12.			
	Totals	7500	1500	

Indirect costs The SR2S Advisory Committee may choose not to allow indirect costs. Indirect costs include, but are not limited to, general administration and general overhead, project administration expenses, operation and maintenance expenses, depreciation and use allowances, etc.

Printed Name of Person Completing this Section Jim Finch	Signature 	Title MRTA Coordinator
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Cost Estimate for Infrastructure improvements – Local funds and in-kind donations are encouraged, but not required.

Items (If quantity and unit price are not applicable, only fill in Cost.)	Quantity (Q)	Unit Price (UP)	Cost (Q x UP)	Value of Donated Items	ITD Use Only
1. Demolition/Removal of Existing					
2. Clearing/Grubbing	1150	\$1.50	\$1,725		
3. Grading	150	\$22.00	\$3,300		
4. Drainage/Irrigation					
5. Permanent Signs or Displays	2	\$200	\$400		
6. Erosion/Pollution Control					
7. Utility/Sewer					
8. Pavement and Base	1150	\$34.50	\$39,675		
9. Curb and Gutter					
10. Slope Protection					
11. Retaining Walls					
12. Pedestrian Crossing Signals and Illumination					
13. Striping				\$500	
14. Bicycle Storage Systems					
15. Footings/Foundations					
16. Electrical					
17. Barriers					
18. Concrete					
19. ITD Overhead 5%	5%	\$3,400	\$3,400		
20. Other (list) Speed Hump, Project Design	1	\$23,000	\$23,000		
Totals (Maximum allowed \$100,000)			\$71,500		

Indirect costs The SR2S Advisory Committee may choose not to allow indirect costs. Indirect costs include, but are not limited to, general administration and general overhead, project administration expenses, operation and maintenance expenses, depreciation and use allowances, etc.

Printed Name of Person Completing this Section	Signature	Title

Section 10 – Forms

Environmental Evaluation (ITD 0654)



This form must be filled out for all projects that include infrastructure improvements.

Date 8/15/08	District 4	Route # N/A	City/County Blaine
Project Name Woodside Elementary SR2S		Project Number	Key Number
Work Authority		Program Year	Termini (Mp To Mp)

Acres of New Public R/W 0	Acres of New Private R/W 0	(Discuss the existing use of R/W to be acquired, plus adjacent land use, zoning, development plans, etc. on attached Environmental Summary Sheet)
Tribal Impact <input type="checkbox"/> Cultural <input type="checkbox"/> Archeological <input type="checkbox"/> Reservation <input checked="" type="checkbox"/> None		Public Interest Expected? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Air Quality <input checked="" type="checkbox"/> Attainment Area <input type="checkbox"/> Non-Attainment Area <input type="checkbox"/> CO <input type="checkbox"/> PM Exempt Project <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Type One Project (i.e., New Location, Substantial Alignment Change, Addition of a Through-Traffic Lane)		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Construction Impacts Requiring Special Provisions (Enter Details on Reverse Side)		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Program Year ADT DHV % Trucks Posted Speed 20		Design Year ADT DHV % Trucks Posted Speed 20
Distance of Nearest Noise Receptor to Centerline Existing N/A Proposed N/A		

Project Purpose and Benefits

Double mark (xx) only the item that best describes the Primary Reason for Proposing this Project
Single mark (x) all Other Relevant Items

- | | |
|---|---|
| <input type="checkbox"/> Maintain/Improve User Operating Conditions
<input type="checkbox"/> Maintain/Improve Traffic Flow
<input type="checkbox"/> Time Savings
<input type="checkbox"/> Increase Capacity
<input type="checkbox"/> Reduce Congestion
<input type="checkbox"/> Reduce Hazard(s)
<input type="checkbox"/> Reduce Highway User Operating Costs
<input type="checkbox"/> Other, List | <input type="checkbox"/> Enhance Accessibility for the Disabled/Safety
<input checked="" type="checkbox"/> Enhance Pedestrian Safety and/or Capacity
<input checked="" type="checkbox"/> Enhance Bicycle Safety and/or Capacity
<input type="checkbox"/> Traffic Composition Enhancement (e.g., Truck Route, HOV Lane, Climbing Lane)
<input type="checkbox"/> Visual/Cultural Enhancement (e.g., Landscaping, Historic Preservation)
<input type="checkbox"/> Environmental Enhancement (e.g., Air Quality, Noise Attenuation, Water Quality)
<input type="checkbox"/> Economic Prudence (e.g., Repair Less Expensive than Replacement, B/C Ratio) |
|---|---|

Check Any of the Following That Require Avoidance, Minimization, or Discussion (If Yes, describe in the Environmental Document or CE)

- | | Yes | No | | Yes | No |
|---|--------------------------|-------------------------------------|---|--------------------------|-------------------------------------|
| 1. Noise Criteria Impacts* | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 17. Threatened/Endangered Species* | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 2. Change in Access or Access Control | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> Listed <input type="checkbox"/> Proposed | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 3. Change in Travel Patterns | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 18. Air Quality Impacts | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 4. Neighborhood or Service Impacts | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 19. Inconsistent With Air Quality Plan | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 5. Economic Disruption | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> SIP <input type="checkbox"/> TIP | | |
| 6. Inconsistent W/Local or State Planning | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 20. Stream Alteration/Encroachment** | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 7. Minorities, Low Income Populations | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> IWDR <input type="checkbox"/> F&G <input type="checkbox"/> COE (404) | | |
| 8. Displacements* | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 21. Flood Plain Encroachment* | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

	Yes	No		Yes	No
9. Section 4(f) Lands-DOT Act 1966* (i.e., Public Parks/Rec Areas/Trails, Wildlife/Waterfowl Refuges, Wild or Scenic Rivers, Historic Sites/Bridges, Archaeological Resources	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/> Longitudinal <input type="checkbox"/> Traverse		
10. LWCF Recreation Areas/6(f) Lands*	<input type="checkbox"/>	<input checked="" type="checkbox"/>	22. Regulatory Floodway	<input type="checkbox"/>	<input checked="" type="checkbox"/>
11. Section 106-Nat. Hist. Preserv. Act*	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/> PE Cert. & FEMA Approval <input type="checkbox"/> Revision		
12. FAA Airspace Intrusion**	<input type="checkbox"/>	<input checked="" type="checkbox"/>	23. Navigable Waters**	<input type="checkbox"/>	<input checked="" type="checkbox"/>
13. Visual Impacts	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/> CG (Sec 9) <input type="checkbox"/> COE (Sec 10) <input type="checkbox"/> Dept. Lands		
14. Prime Farmland*, Parcel Splits	<input type="checkbox"/>	<input checked="" type="checkbox"/>	24. Wetlands*	<input type="checkbox"/>	<input checked="" type="checkbox"/>
15. Known/Suspected "Hazmat" Risks	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/> Jurisdictional** (404) <input type="checkbox"/> Non-Jurisdictional		
16. Wildlife/Fish Resources/Habitat**	<input type="checkbox"/>	<input checked="" type="checkbox"/>	25. Sole Source Aquifer	<input type="checkbox"/>	<input checked="" type="checkbox"/>
			<input type="checkbox"/> Exempt Project <input type="checkbox"/> Non-Exempt**		
			26. Water Quality, Runoff Impacts	<input type="checkbox"/>	<input checked="" type="checkbox"/>
			27. NPDES-General Permit	<input checked="" type="checkbox"/>	<input type="checkbox"/>

(If no, complete sediment-erosion control plan)

*If yes to these items, supplemental reports or documentation are required (e.g., Relocation Report; Wetlands Determination/Finding; Fish and Wildlife Species List Update; SCS Form AD-1006, *Biological Assessment*, etc.)

**If yes to these items, a letter of input is required from the appropriate agency.

Recommendation

<input checked="" type="checkbox"/> A. The project does not individually or cumulatively have a significant adverse effect on the human environment (Categorical Exclusion) <input checked="" type="checkbox"/> 23 CFR 771.117(c), i.e., Special and Programmatic <input type="checkbox"/> 23 CFR 771.117(d), i.e., FHWA Approval
<input type="checkbox"/> B. There is insufficient information to support A above or no precedent exists. (Environmental Assessment)
<input type="checkbox"/> C. The project will result in a significant effect on the human environment. (Environmental Impact Statement)

Prepared By (Consultant, District Environmental Planner, or LHTAC Signature*)	Date
Reviewed By (District Environmental Planner, Project Development Engineer, or LHTAC Signature*)	Date

***One Signature by an ITD Planner and one by an ITD Engineer or Consultant**

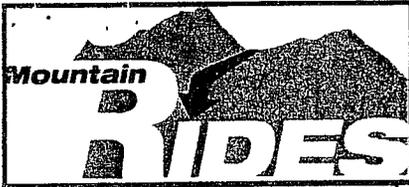
Construction Impacts Requiring Special Provisions
Project Description (If not attached) Woodside Elementary Safe Routes to School proposed construction. The "canal" path between Glenbrook Dr. and Woodside Blvd. is in poor condition and requires a permanent surface. The path will provide an isolated Safe Route connection to Woodside Elementary School. Connections to existing and planned infrastructure improvements require further education and encouragement projects promoting their expansion and use.

Safe Routes To School (SR2S) Project Concept Report



See instructions on page 2, or click on [Go to Instructions](#)

1. Project Title Woodside Elementary		Location Hailey, ID	
Located on National Highway System <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Impacts Roadway Prism (see instructions) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
2. Proposed SR2S Improvements		<input checked="" type="checkbox"/> Separated Pathway <input type="checkbox"/> Sidewalks <input type="checkbox"/> Part of Road Widening <input type="checkbox"/> Curb and Gutter <input type="checkbox"/> Drainage <input type="checkbox"/> Other (describe) _____	
3. Right-of-Way is Established (if No, see instructions)		4. Maps (attach as appropriate)	
a. ITD Ownership <input type="checkbox"/> Yes <input type="checkbox"/> No		<input checked="" type="checkbox"/> a. Vicinity Map	
b. Private Ownership <input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> b. Signage	
c. Local Governmental Ownership <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> c. Historic District	
5. Standards <input type="checkbox"/> AASHTO <input type="checkbox"/> ITD <input type="checkbox"/> Idaho State Public Works Construction (ISPWC) <input checked="" type="checkbox"/> Local (meets ISPWC minimum) <input type="checkbox"/> Other (specify) _____			
6. Proposed Work – check appropriate activities (Note: ADA work items listed separately in Part 8, below)			
<input type="checkbox"/> Excavation <input type="checkbox"/> Bike Lanes <input type="checkbox"/> Curb and Gutter <input type="checkbox"/> Sidewalk <input type="checkbox"/> Lighting <input type="checkbox"/> Drainage <input type="checkbox"/> Utilities <input type="checkbox"/> Base <input type="checkbox"/> Bridge <input checked="" type="checkbox"/> Surfacing <input type="checkbox"/> Guard Rails <input type="checkbox"/> Fence <input type="checkbox"/> Bike Racks <input type="checkbox"/> Benches <input type="checkbox"/> Striping <input checked="" type="checkbox"/> Other (specify) <u>Speed Hump</u>			
7. Railroad Right-of-Way is Impacted <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, attach site plans (including narrative) and/or indicate when plans and agreements will be available _____			
8. Americans With Disabilities Act (ADA) Improvements Planned <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, provide site plans indicating location and graphics. If No, explain: _____			
9. Signatures and Concept Report			
ITD SR2S District Contact Name (Printed)		Signature	Date
Sponsor's Name (Printed)		Signature	Date
<p>Concept Report Narrative (200 words or less)</p> <p>The neighborhood surrounding Woodside Elementary School has no sidewalks or improved bike facilities providing access to the school. Traffic at and near the Woodside Elementary School continues to be a major barrier to Safe walking or biking to school. Promotion of the use of planned bike/pedestrian improvements is a continuing education effort. Walk and Bike to School Promotion days indicate a high level of participation of students walking or biking to school (42% overall participation at Woodside Elementary School). The high level of day to day traffic congestion in the school zone demonstrates the ongoing need for increasing the level of safety awareness throughout the neighborhood. The "canal" path between Glenbrook Dr. and Woodside Blvd. is in poor condition and requires a permanent surface. The path will provide an isolated Safe Route connection to Woodside Elementary School. Connections to existing and planned infrastructure improvements require further education and encouragement projects promoting their expansion and use.</p>			

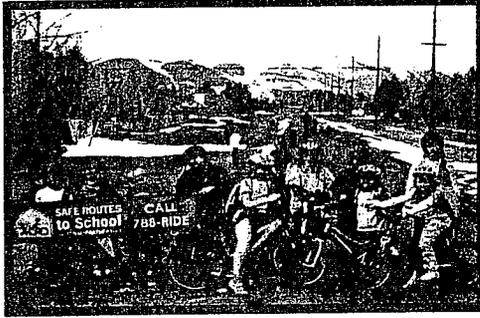


Call 208-788-7433 ext. 2

SAFE ROUTES TO SCHOOL FALL '08 NEWSLETTER

"WALK OR BIKE TO SCHOOL- it's Fun, Safe, & Healthy!"

**Changing the habits of an entire generation!*



Hailey Elementary School prepares for another great year filled with Walking and Biking to school. Students of HES won the Spring Walk or Bike to School Month "trip tracking" competition with 2025 trips submitted by 85 students. "We are looking forward to the International Walk or Bike to School Day event on Wednesday, October 1st", proclaims HES Principal Tom Bailey. "We start the year with a Safe Routes to School helmet program." Please come to our "Cool Heads- Helmets & Ice Cream Social" August 18th 2-4pm.

Wednesday, October 8th is International Walk or Bike to School Day. Over 1800 schools participate around the world. Last year over 42% of Blaine County elementary students participated! This is our 5th year of celebrating Walking and Biking to School! Join the Fun! Information is available at all Blaine County Schools or call 788-RIDE. **VOLUNTEERS ARE NEEDED AT SCHOOLS.**

Bellevue Elementary Bears are "roaring" to walk or bike to school this fall! The School District has made great improvements to the School property including student drop-off/pickup, lighting and sidewalks and **more bike racks**. The City of Bellevue is starting construction on the Safe Routes to School sidewalk project on Cedar AND 5th Streets. **Principal Angie Martinez is excited about the improved safety for her students walking or biking to school!** Join her on August 19th, 2-4pm for "Cool Heads-Helmets & Ice Cream"



Safe Routes to School programs expands to the Wood River Middle School - REDUCE YOUR CARBON FOOTPRINT and Walk or Bike to School! One Less Car at a time! Clear the drop off of SOVs!

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Hemingway Elementary School students will benefit from the 1ST Ave improvements & Warm Springs Road crossing. **CARPPOOLING DOES REDUCE CONGESTION AT HEMINGWAY SCHOOL!** "Cool Heads & Ice Cream" August 21, 12-2pm



Carey Elementary School Principal John Peck is the contact for SR2S information.

Safe Routes to School programs are a key ingredient to building Walkable and Bikeable communities. The Idaho Transportation Department, local governments, Blaine County Public School District, Blaine County Recreation District and many local merchants and civic groups continue to sponsor and support this GROWING EFFORT to reduce our contribution to global warming. **Contact: Mountain Rides Transportation for more information - 788-RIDE.**



Safe Routes to School Proclamation of Support

For Woodside Elementary School 2009 Infrastructure Application

Whereas, the safety of Hailey children can be improved by improving the pedestrian and cycling infrastructure around our schools.

Whereas, a lack of physical activity plays a leading role in rising rates of obesity, diabetes and other health problems among children and being able to walk or bicycle to school offers an opportunity to build activity into daily routine.

Whereas, driving students to school by private vehicle contributes to traffic congestion and air pollution.

Whereas, it is important to teach children about pedestrian safety and become aware of the difficulties and dangers that children face on their trip to school each day and the health and environmental risks related to physical inactivity and air pollution.

Whereas, our community has been actively involved in making it easier and safer for children to walk and bicycle in our communities, and this project will further these efforts.

Whereas, children, parents and community leaders around the world are joining together to walk and bike to school and evaluate walking and bicycling conditions in their communities.

Now Therefore, Be It Resolved that the undersigned agree to be partners in making it safer to bike and walk to school and, in particular, to the success of the Woodside Elementary 2009 Infrastructure Application.

Rick Davis
Mayor, City of Hailey

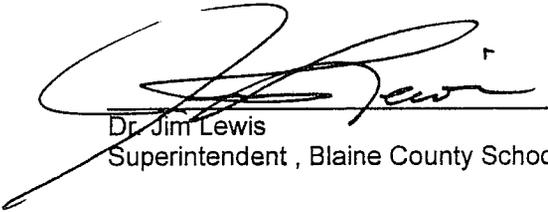
Tom Hellen
Director of Public Works, City of Hailey

Jeff Gunter
Chief of Police, City of Hailey

Gary St. George
Principal, Woodside Elementary

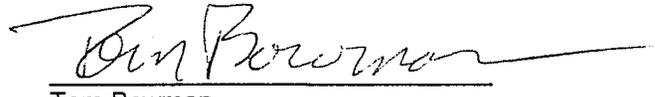
Jason Miller
Director, Mountain Rides Transportation

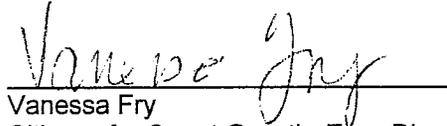
Tiffany Lago
Chair, Woodside Elementary PTA

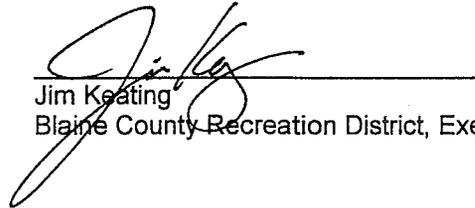

Dr. Jim Lewis
Superintendent, Blaine County School District


Rex Squires
Transportation Director, Blaine County School District

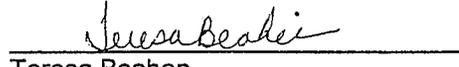

S. Walt Femling
Blaine County Sherriff


Tom Bowman
Chairman, Blaine County Commissioners


Vanessa Fry
Citizens for Smart Growth, Exec. Director


Jim Keating
Blaine County Recreation District, Exec. Director


Bruce Jensen
St. Luke's Wood River Medical Center
CEO


Teresa Beahen
Wood River Community YMCA
Executive Director

Summary of partners and their roles in providing a comprehensive 5 E's SR2S Program for Blaine County applications:

Mountain Rides Transportation Authority- Take the lead on all of the education, encouragement and evaluation portions of the project

City of Bellevue- Provide donations of time and resources to get the infrastructure project designed and built, provide public forum for information

Bellevue Marshal's Office- Provide enforcement of traffic laws, support of biking and walking groups, as well as help provide pedestrian and bike education

City of Hailey- Provide donations of time and resources to get the infrastructure project designed and built, provide public forum for information

Hailey Police Department- Provide enforcement of traffic laws, support of biking and walking groups, as well as help provide pedestrian and bike education

Blaine County Commissioners- Provide forum for public information and access to GIS mapping technology to develop Safe Routes maps

Blaine County Sherriff- Provide enforcement support

Blaine County Recreation District- Give time and resources to support the public education and encouragement pieces

Blaine County School District- Provide point of information distribution to parents and students, as well as transportation consulting expertise on where kids are concentrated, traffic impacts, dangerous intersections, best routes, etc.

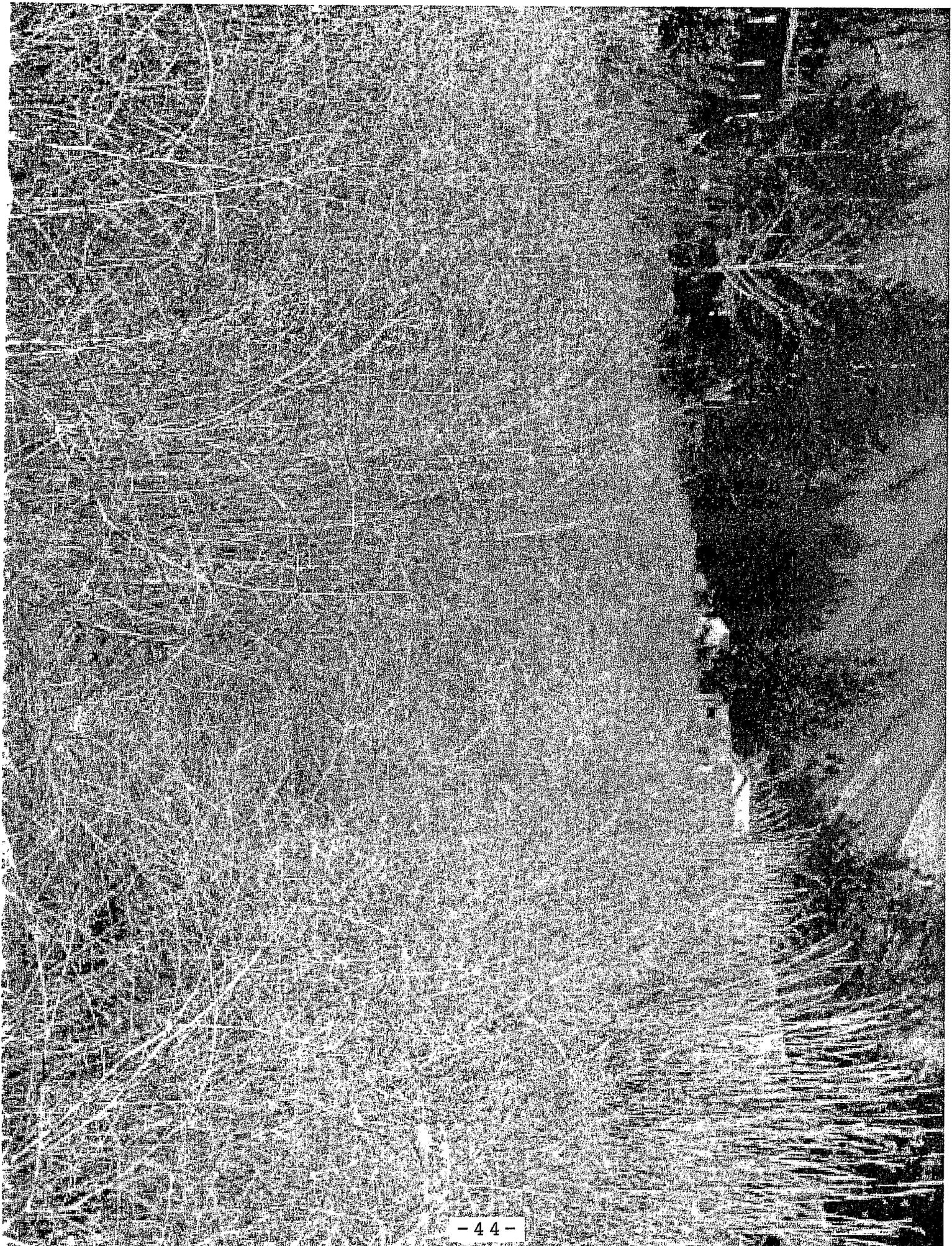
Elementary Schools, Middle Schools and PTAs- Coordinate distribution of information to kids and parents about project and Safe Routes, giving classroom time

Citizens for Smart Growth- Help promote to their members, who are community leaders who believe in the Safe Routes concept

St. Luke's Center for Community Health- Outlet for getting information out to the community on the importance of Safe Routes to School for kids' health

Wood River Community YMCA- Outlet for free advertising and promotion to parents, public declaration of support for the project

Papoose Club- Provide access to involved parents and members of their organization, as well as potential for financial donation to buy kid safety items







Safe Routes to School
Walk or bike to school
788 - RIDE
It's Safe, Fun and Healthy!

HAMILTON





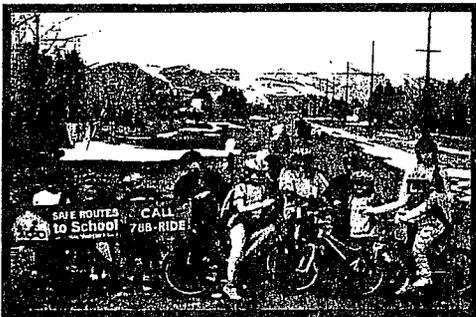


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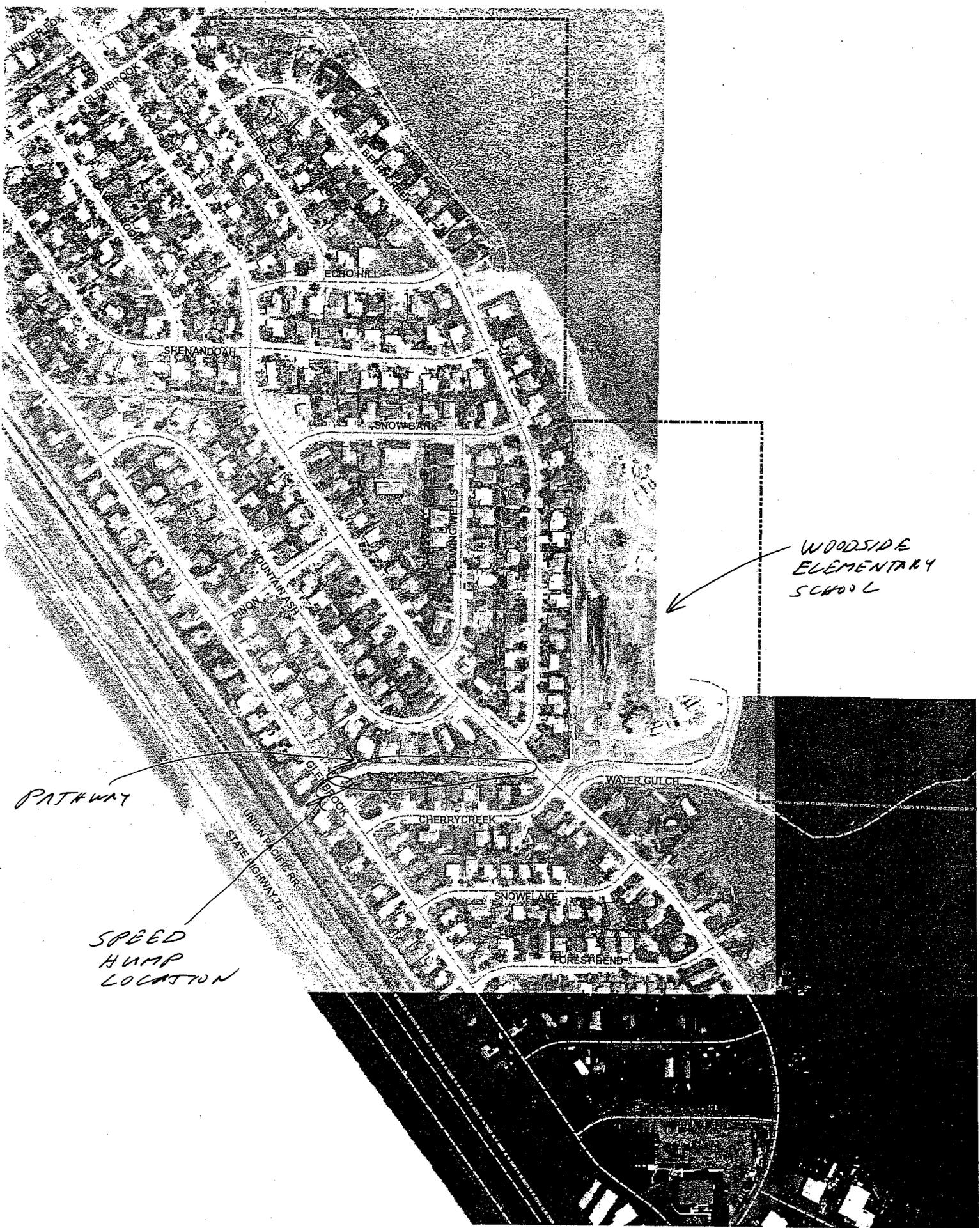
Bellevue SR2S Helmets and Ice Cream Day August 2008

Helmet fitting and Ice Cream for Bellevue Elementary School SR2S program. 28 Helmets were given Out to participants.



Parent volunteers, and Student ice cream Helpers at SR2S Helmet Days Joined by Bellevue Elementary Principal Angie Martinez, far r. August 2008





WOODSIDE
ELEMENTARY
SCHOOL

PATHWAY

SPEED
HUMP
LOCATION

EXHIBIT B
Non-Discrimination Agreement for Local Public Agencies

Title VI Program

Organization and Staffing

Pursuant to 23 CFR 200, the City of Hailey has designated a Title VI Coordinator who is responsible for monitoring practices, procedures, policies, and documents for compliance with Title VI. This individual is the designated liaison for Title VI program activities and for coordinating compliance monitoring with the Idaho Transportation Department Equal Employment Opportunity Office.

Assurances

49 CFR Part 21.7

The Sponsor hereby gives assurances:

1. That no person shall on the grounds of race, color, national origin, and sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the Sponsor regardless of whether those programs and activities are Federally funded or not. Activities and programs which the Sponsor hereby agrees to carry out in compliance with Title VI and related statutes include, but are not limited to:
 - List all major Transportation programs and activities of the Sponsor and Title VI responsibilities for each one of them (label Attachment 2).
2. That it will promptly take any measures necessary to effectuate this agreement.
3. That each Transportation program, activity, and facility (i.e. lands change to roadways, park and ride lots etc.) as defined at 49 CFR 21.23(b) and (e), and the Civil Rights Restoration Act of 1987 will be (with regard to a program or activity) conducted, or will be (with regard to a facility) operated in compliance with the nondiscriminatory requirements imposed by, or pursuant to, this agreement.
4. That these assurances are given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Sponsor by the Idaho Transportation Department (ITD) under the Federally-Funded Program and is binding on it, other recipients, subgrantees, contractors, sub-contractors, transferees, successors in interest and other participants. The person or persons whose signatures appear below are authorized to sign these assurances on behalf of the Sponsor.
5. That the Sponsor shall insert the following notification in all solicitations for bids for work or material subject to the Regulations and made in connection with all Federally-Funded programs and, in adapted form all proposals for negotiated agreements: *The (Sponsor), in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 23 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.*
6. That the Sponsor shall insert the clauses of Attachment 1 of this Agreement in every contract subject to the Act and the Regulations.

7. That the Sponsor shall insert the clauses of Attachment 2 of this Agreement, as a covenant running with the land, in any deed from the United States effecting a transfer of real property, structures, or improvements thereon, or interest therein.
8. The Sponsor agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this agreement.

Implementation Procedures

This agreement shall serve as the Sponsor's Title VI plan pursuant to 23 CFR 200 and 49 CFR 21.

For the purpose of this agreement, "Federal Assistance" shall include:

1. grants and loans of Federal funds,
2. the grant or donation of Federal property and interest in property,
3. the detail of Federal personnel,
4. the sale and lease of, and the permission to use (on other than a casual or transient basis), Federal property or any interest in such property without consideration or at a nominal consideration, or at a consideration which is reduced for the purpose of assisting the Sponsor, or in recognition of the public interest to be served by such sale or lease to the Sponsor, and
5. any Federal agreement, arrangement, or other contract which has as one of its purposes, the provision of assistance.

The Sponsor shall:

1. Issue a policy statement, signed by the Sponsor's authorized representative, which expresses its commitment to the nondiscrimination provisions of Title VI. The policy statement shall be circulated throughout the Sponsor's organization and to the general public. Such information shall be published where appropriate in languages other than English.
2. Take affirmative action to correct any deficiencies found by ITD or the United States Department of Transportation (USDOT) within a reasonable time period, not to exceed 90 days, in order to implement Title VI compliance in accordance with this agreement. The Sponsor's authorized representative shall be held responsible for implementing Title VI requirements.
3. Designate a Title VI Coordinator who has a responsible position in the organization and easy access to the Sponsor's authorized representative. The Title VI Coordinator shall be responsible for initiating and monitoring Title VI activities and preparing required reports.
4. The Title VI Coordinator shall adequately implement the civil rights requirements.
5. Process complaints of discrimination consistent with the provisions contained in this agreement. Investigations shall be conducted by civil rights personnel trained in discrimination complaint investigation. Identify each complainant by race, color, national origin or sex, the nature of the complaint, the date the complaint was filed, the date the investigation was completed, the disposition, the date of the disposition, and other pertinent information. A copy of the complaint, together with a copy of the Sponsor's report of investigation, will be forwarded to ITD's EEO Office – External Programs within 10 days of the date the complaint was received by the Sponsor.
6. Collect statistical data (race, color, national origin, sex) of participants in, and beneficiaries of the Transportation programs and activities conducted by the Sponsor.

7. Conduct Title VI reviews of the Sponsor and sub-recipient contractor/consultant program areas and activities. Revise where applicable, policies, procedures and directives to include Title VI requirements.
8. Attend training programs on Title VI and related statutes conducted by ITD's EEO Office.
9. Prepare a yearly report of Title VI accomplishments for the last year and goals for the next year. This report is due one year from the date of approval of the Non-Discrimination Agreement and then annually on the same date.

a) Annual Work Plan

Outline Title VI monitoring and review activities planned for the coming year; state by which each activity will be accomplished and target date for completion.

b) Accomplishment Report

List major accomplishments made regarding Title VI activities. Include instances where Title VI issues were identified and discrimination was prevented. Indicate activities and efforts the Title VI Coordinator and program area personnel have undertaken in monitoring Title VI. Include a description of the scope and conclusions of any special reviews (internal or external) conducted by the Title VI Coordinator. List any major problem(s) identified and corrective action taken. Include a summary and status report on any Title VI complaints filed with the Sponsor.

Discrimination Complaint Procedure

Any person who believes that he or she, individually, as a member of any specific class, or in connection with any disadvantaged business enterprise, has been subjected to discrimination prohibited by Title VI of the Civil Rights Act of 1964, the American with Disabilities Act of 1990, Section 504 of the Vocational Rehabilitation Act of 1973 and the Civil Rights Restoration Act of 1987, as amended, may file a complaint with the Sponsor. A complaint may also be filed by a representative on behalf of such a person. All complaints will be referred to the Sponsor's Title VI Coordinator for review and action.

In order to have the complaint consideration under this procedure, the complainant must file the complaint no later than 180 days after:

- a) The date of alleged act of discrimination; or
- b) Where there has been a continuing course of conduct, the date on which that conduct was discontinued.

In either case, the Sponsor or his/her designee may extend the time for filing or waive the time limit in the interest of justice, specifying in writing the reason for so doing.

Complaints shall be in writing and shall be signed by the complainant and/or the complainant's representative. Complaints shall set forth as fully as possible the facts and circumstances surrounding the claimed discrimination. In the event that a person makes a verbal complaint of discrimination to an officer or employee of the Sponsor, the person shall be interviewed by the Title VI Coordinator. If necessary, the Title VI Coordinator will assist the person in reducing the complaint to writing and submit the written version of the complaint to the person for signature. The complaint shall then be handled according to the Sponsor's investigative procedures.

Within 10 days, the Title VI Coordinator will acknowledge receipt of the allegation, inform the complainant of action taken or proposed action to process the allegation, and advise the complainant of other avenues of redress available, such as ITD and USDOT.

The Sponsor will advise ITD within 10 days of receipt of the allegations. Generally, the following information will be included in every notification to ITD:

- a) Name, address, and phone number of the complainant.
- b) Name(s) and address(es) of alleged discriminating official(s).
- c) Basis of complaint (i.e., race, color, national origin or sex)
- d) Date of alleged discriminatory act(s).
- e) Date of complaint received by the Sponsor.
- f) A statement of the complaint.
- g) Other agencies (state, local or Federal) where the complaint has been filed.
- h) An explanation of the actions the Sponsor has taken or proposed to resolve the issue raised in the complaint.

Within 60 days, the Title VI Coordinator will conduct an investigation of the allegation and based on the information obtained, will render a recommendation for action in a report of findings to the Sponsor's authorized representative. The complaint should be resolved by informal means whenever possible. Such informal attempts and their results will be summarized in the report of findings.

Within 90 days of receipt of the complaint, the Sponsor's authorized representative will notify the complainant in writing of the final decision reached, including the proposed disposition of the matter. The notification will advise the complainant of his/her appeal rights with ITD, or USDOT, if they are dissatisfied with the final decision rendered by the Sponsor. The Title VI Coordinator will also provide ITD with a copy of this decision and summary of findings upon completion of the investigation.

Contacts for the different Title VI administrative jurisdictions are as follows:

Idaho Transportation Department
Equal Employment Opportunity Office – External Programs
Karen Sparkman, EEO Manager
PO Box 7149
Boise, ID 83707-1129
208-334-8852

Federal Highway Administration
Idaho Division Office
3050 Lakeharbor Lane, Suite 126
Boise, ID 83703
208-334-9180

Sanctions

In the event the Sponsor fails or refuses to comply with the terms of this agreement, the ITD may take any or all of the following actions:

1. Cancel, terminate, or suspend this agreement in whole or in part;
2. Refrain from extending any further assistance to the Sponsor under the program from which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the Sponsor.
3. Take such other action that may be deemed appropriate under the circumstances, until compliance or remedial action has been accomplished by the Sponsor.;
4. Refer the case to the Department of Justice for appropriate legal proceedings.

Attachment 1

This Attachment is to be inserted in every contract subject to Title VI of the Civil Rights Act of 1964 and associated Regulations.

During the performance of this contract, the contractor/consultant, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations

The contractor shall comply with the Regulations relative to non-discrimination in federally assisted programs of United States Department of Transportation (USDOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Non-discrimination

The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-contractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Sub-contracts, Including Procurement of Materials and Equipment

In all solicitations either by competitive bidding or negotiations made by the contractor for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, sex, or national origin.

4. Information and Reports

The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the contracting agency or the appropriate federal agency to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to ITD or the USDOT as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Non-compliance

In the event of the contractor's non-compliance with the non-discrimination provisions of this contract, the contracting agency shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to:

- Withholding of payments to the contractor under the contract until the contractor complies, and/or;
- Cancellation, termination, or suspension of the contract, in whole or in part

Incorporation of Provisions

The contractor shall include the provisions of paragraphs (1) through (5) in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contractor or procurement as the contracting agency or USDOT may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request ITD enter into such litigation to protect the interests of the state and, in addition, the contractor may request the USDOT enter into such litigation to protect the interests of the United States.

Attachment 2

The following clauses shall be included in any and all deeds affecting or recording the transfer of real property, structures or improvements thereon, or interest therein from the United States.

GRANTING CLAUSE

NOW THEREFORE, Department of Transportation, as authorized by law, and upon the condition that the state of Idaho will accept title to the lands and maintain the project constructed thereon, in accordance with Title 23, United States Code, the Regulations for the Administration of Federal Aid for Highways and the policies and procedures prescribed by the United States Department of Transportation and, also in accordance with and in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in federally assisted programs of the Department of Transportation ITD (hereinafter referred to as the Regulations) pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252: 42 USC 2000d to 2000d - 4) does hereby remise, release, quitclaim, and convey unto the state of Idaho all the right, title, and interest of the Department of Transportation in and to said land described in Exhibit A attached hereto and made a part thereof.

HABENDUM CLAUSE

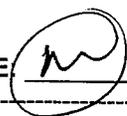
TO HAVE AND TO HOLD said lands and interests therein unto the state of Idaho, and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which the federal financial assistance is extended or for another purpose involving the provisions of similar services or benefits and shall be binding on the state of Idaho, its successors, and assigns.

The state of Idaho, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person shall on the grounds of race, color, sex or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed (,) (and)* (2) that the state of Idaho, shall use the lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Non-discrimination of federally assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended (,) and (3) that in the event of breach of any of the above mentioned non-discrimination conditions, the department shall have a right to reenter said lands and facilities on said land, and the above described land and facilities shall thereon revert to and vest in and become the absolute property of the Department of Transportation and its assigns as such interest existed prior to this instruction.¹

¹ Reverter Clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purpose of Title VI of the Civil Rights Act of 1964.

AGENDA ITEM SUMMARY

DATE: 2/9/2009 DEPARTMENT: Legal

DEPT. HEAD SIGNATURE: 

SUBJECT:

Towed Vehicle Lease Agreement

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

I have been asked to draft a lease allowing for the temporary storage of towed cars at the South Woodside Sewer Treatment Plant. This lease allows Advanced Towing & Recovery to store towed cars for a maximum of 7 days and in turn, Hailey would receive \$25/day. This lease would expire before next winter and could be extended one time for one year.

Ned

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to approve the Towed Vehicle Lease Agreement and to authorize the mayor to sign.

FOLLOW-UP REMARKS:

TOWED VEHICLE STORAGE LEASE AGREEMENT

THIS TOWED VEHICLE STORAGE LEASE AGREEMENT ("Agreement") is made and entered into this _____ day of February, 2009, by and between Campeau Enterprises, Inc., an Idaho corporation, dba Advanced Towing and Recovery ("Lessee") and CITY OF HAILEY, a municipal corporation ("Lessor").

The parties hereto covenant and agree as follows:

1. LEASED PREMISES. Lessor hereby leases to Lessee and Lessee hereby leases from Lessor, the following described premises: Sewer Plant in South Woodside, Hailey, Idaho, hereinafter referred to as the "Leased Premises."

2. USE OF PREMISES. The Leased Premises may be used and occupied by Lessee only for storage of towed vehicles and for no other purpose or purposes without Lessor's prior written consent. Lessee shall store towed vehicles in areas designated by Lessor on the Leased Premises and shall be allowed access to any stored towed vehicles. Only Lessee and Lessee's employees and agents shall be allowed to access the Leased Premises for the sole purpose of storing and removing the stored towed vehicles. Lessee's access to the Leased Premises is limited to the area of storage of the towed vehicles and to the most direct access route to the stored towed vehicles.

3. LEASE TERM. The term of this Lease shall commence on February 1, 2009, and expire at midnight on October 31, 2009 ("Lease Term"). Following the Lease Term, Lessee has the option to renew this Lease for one successive one year term (the "Extended Term") by giving to Lessor written notice of exercise of such option at least sixty (60) days before the expiration of the Lease Term; provided, however, that if Lessee is in default of this Lease on or before the expiration of the Lease Term, the option notice shall be totally ineffective.

4. RENTAL. On or before the first day of every month after the Effective Date, Lessee shall pay to Lessor as minimum rent for the Leased Premises during the Basic Term, without offset or deduction, the sum of Twenty-Five Dollars (\$25.00) per vehicle per twenty-four (24) hour vehicle storage. Storage of vehicles for a period of less than a 24 hour period will result in a rental of an entire 24 hour period (e.g., storage of a towed car for 50 hours shall result in a rental payment to Lessor in the amount of \$75 (\$25 for the first 24 hour period; \$25 for the second 24 hour period and \$25 for the next 2 hour period.). Lessor shall not be responsible for collection of charges from owners of towed vehicles. A towed vehicle may only be stored for a maximum of seven (7) days, at which time Lessee is responsible to remove, at its sole expense, the towed vehicle from the Leased Premises and at which time, Lessee shall pay all rental charges attributable to the towed vehicle before the towed vehicle is removed from the Leased Premises.

5. INSURANCE. During the Lease Term, Lessee shall, at its own expense, maintain in full force, comprehensive liability insurance, including public liability and property damage of the Lessee, written by a responsible insurance company licensed to do business in Idaho, insuring

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 Leased Premises. Such policy shall provide insurance against property damage in an amount not less than \$1,000,000.00 and bodily injury with limits of not less \$1,000,000.00 per person and \$2,000,000.00 total for each occurrence; provided, however, the minimum limits of insurance as set forth herein shall be automatically increased at any time the liability limits of Hailey are increased pursuant to the Idaho Tort Claims Act (*Idaho Code §§ 6-901 et seq.*). Such insurance shall be noncancellable except upon thirty (30) days prior written notice to Lessor. Lessee shall also secure and maintain at least the statutory amounts of worker's compensation in accordance with the laws of the State of Idaho. Upon request by Lessor, the Lessee shall provide Lessor evidence of acceptable insurance.

6. LESSOR'S ACCESS TO LEASED PREMISES. Lessor and its designees shall have the right to enter the Leased Premises at all reasonable hours, and in emergencies at all times, (a) to inspect the Leased Premises, (b) to make repairs, additions or alterations to the Leased Premises, and (c) for any lawful purpose.

7. EXCULPATORY CLAUSES.

7.1. Exemption of Lessor from Liability. Lessor shall not be liable to Lessee or to any other person whomsoever for any injury or damage to person or property related to towed vehicle storage occurring within or about the Leased Premises unless caused by or resulting from the negligence of the Lessor or any of the Lessor's agents, servants or employees in the operation or maintenance of the Leased Premises. Lessor 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 Lessor.

7.2. Indemnification. Lessee agrees to indemnify, defend and save Lessor harmless from and against any and all claims arising out of any act or omission or negligence of Lessee related to towed vehicle storage, its contractors, licensees, agents, servants, or employees or arising from any accident, injury, or damage whatsoever caused by any person or property occurring in or about the Leased Premises or any part thereof, from and against all costs, expenses, and liabilities incurred in connection with any such claim or proceeding brought thereon. Lessee shall have the duty to appear and defend any such demand, claim, suit or action on behalf of Lessor, without cost or expense to Lessor.

8. NOTICES. All notices, statements, demands, requests, consents, approvals, authorizations, offers, agreements, appointments, or designations under this Lease by either party or the other shall be in writing and shall be sufficiently given and served upon the other party, if sent by certified mail, return receipt requested, postage prepaid, and addressed to the Lessee at:

Campeau Enterprises, Inc.
P.O. Box 1094
Ketchum, Idaho 83340

or to the Lessor at:

City of Hailey
115 Main Street South, Suite H
Hailey, Idaho 83333

or to such other address as Lessor or Lessee may from time to time designate by notice to the other, which shall then become a new address of the party who shall give such notice.

9. HOLDING OVER AND SURRENDER.

9.1. Effect of Holding Over. If Lessee should remain in possession of the Leased Premises after the expiration of the Lease Term with the consent of Lessor and without executing a new Lease, then such holding over shall be construed as tenancy at will, subject to all conditions, provisions, and obligations of this Lease insofar as the same are applicable to a tenancy at will.

9.2. Obligations of Lessee on Surrender. On the last day or sooner termination of the Lease Term, Lessee shall quit and surrender the Leased Premises, in good condition and repair (reasonable wear and tear, and damage by act of God excepted, subject, however, to the requirements of Section 7.2, above), together with all alterations, additions, and improvements that may have been made in, to, or on the Leased Premises.

10. MISCELLANEOUS PROVISIONS.

10.1. Integrated Agreement. This Agreement contains all of the agreements and conditions made between the parties to this Lease and may not be modified orally or in any other manner than by an agreement in writing signed by all parties to this Agreement or their respective successors in interest.

10.2. Time of Essence. Time is of the essence of each term and provision of this Agreement.

10.3. Successors and Assigns. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of Lessor and Lessee.

10.4. Governing Law. This Agreement, the rights, privileges, interests, and immunities of the parties, the obligations, duties, and performances of the parties, the enforcement of this Agreement and the several covenants, conditions, and agreements hereof and any and all disputes that may arise between the parties shall be governed exclusively by the provisions of this Agreement and by the laws of the State of Idaho.

10.5. 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 his/her reasonable costs and attorneys' fees incurred therein, whether or not a lawsuit is actually filed, and on any appeals, and in any bankruptcy proceeding.

10.6 Authority. Each signatory agrees that he or she has full authority and consent to sign this Agreement.

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

IN WITNESS WHEREOF, the parties hereto have executed the foregoing Towed Vehicle Storage Lease Agreement the day and year first above written.

“LESSEE”
CAMPEAU ENTERPRISES, INC., dba
ADVANCED TOWING & RECOVERY

Clayton Campeau, its president

“LESSOR”
CITY OF HAILEY

ATTEST:

By _____
Mary Cone
City Clerk

By _____
Richard L. Davis
Mayor

AGENDA ITEM SUMMARY

DATE: 02-09-09

DEPARTMENT: Planning

DEPT. HEAD SIGNATURE: _____



SUBJECT: Findings of Fact and Conclusions of Law – vacation of a portion of Cedar Street between 3rd Ave and 4th Ave adjacent to Lots 12 and 14, Block 125 and Lots 1 and 13, Block 136

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

The City Council held a public hearing on January 12 and January 26, 2009 and moved to approve the vacation.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS: Casele # _____
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 and approve the findings as drafted or as modified.

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
Copies (all info.): _____
Instrument # _____

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

FINDINGS OF FACT, CONCLUSIONS OF LAW AND DECISION

On January 26, 2009, the Hailey City Council considered an application by the Idaho Army National Guard for the vacation of a portion of Cedar Street between 3rd Ave and 4th Ave adjacent to Lots 12 and 14, Block 125 and Lots 1 and 13, Block 136. The Council, having been presented with all information and testimony in favor and in opposition to the proposal, hereby makes the following Findings of Fact, Conclusions of Law and Decision.

Notice

Notice for the public hearing on January 12, 2009 was published in the Idaho Mountain Express on December 24, 2008 and on December 31, 2008; the notice was mailed by certified mail to property owners within 300 feet on December 24, 2008. The public hearing was continued on the record from January 12 to January 26, 2009.

Application

The applicant has requested the vacation of Cedar Street between 3rd Avenue and 4th Avenue, which has a 100 foot wide right-of-way.

The State of Idaho and the City of Hailey each has half interest in Block 136 and jointly own Block 125, Lots 8-12 and 20-24.

Procedural History

The Hearing Examiner held a public hearing on December 5, 2008 and recommended approval of the right-of-way vacation.

The Council heard the application on January 12, 2009 and directed staff to draft an access easement, deed and ordinance for review at the next meeting on January 26. Staff also prepared easements for the water and sewer mains beneath the property.

Standards of Evaluation

Right-of-way vacations are regulated by Section 9 of Hailey's Subdivision Ordinance.

9.1 Applications for vacation of a public right-of-way, alley or easement (other than utility easements) shall comply with Idaho Code §50-311 and §§50-1317 through 50-1325, as amended, and the provisions of this Ordinance. Applications for vacation of utility easements shall comply with Idaho Code §50-1306A, as amended.

Only sections 50-1311 and 50-1321 apply to vacation of public right-of-way. Idaho Code Section 50-311 states "Cities are empowered to...vacate" any street "whenever deemed expedient for the public good..." This section further provides that "whenever any street, avenue, alley or lane shall be vacated, the same shall revert to the owner of the adjacent real estate, one-half on each side thereof, or as the city council deems in the best interests of the adjoining properties, but the right of way easements and franchise rights of any lot owner or public utility shall not be impaired thereby."

The vacation of the Cedar Street is requested by the National Guard in order to meet the Anti-terrorism/Force Protection requirements for parking and roadway stand off distances mandated by the Unified Facilities Criteria Guidelines for National Guard Facilities that use federal

Funding for improvements. The minimum stand off distance for parking and roadways is 33 feet for roadways without a controlled perimeter.

The Hearing Examiner found that the vacation of this portion of Cedar is expedient for the public good in order to meet the Anti-terrorism/Force Protection requirements for parking and roadway stand off distances mandated by the Unified Facilities Criteria Guidelines for National Guard Facilities.

9.2 Applications for vacation of streets, alleys, or easements shall be submitted to the Hearing Examiner, except that the Administrator and Chair of the Commission, jointly, shall have discretion and authority to refer a vacation application to the Commission. The Hearing Examiner or Commission shall make a recommendation, concerning the application for vacation, to the Council. The Hearing Examiner or Commission shall consider the following items in making their recommendation:

9.2.1 The application and testimony of the applicant and such other information as may come before it with regard to the proposed vacation or dedication.

No testimony has been received at the time of writing this report. Public testimony was taken at the public hearing on January 12, 2009.

9.2.2 The interests of the adjacent property owners and public utilities.

Notice was sent to public utilities. The City of Hailey and the State of Idaho are joint owners of the property adjacent to the portion of Cedar Street requested to be vacated.

9.2.3 Conformance of the proposal with the Comprehensive Plan.

The Goals of the Transportation and Circulation section of the Plan include (I.) "To promote the safe and efficient movement of people" and (II.) "To minimize public expenditures for road maintenance and improvement".

A portion of the right-of-way should be kept open for public vehicular and pedestrian access; a minimum of 26 feet paved road width is required to meet Street and Fire Department requirements. This can be achieved by an easement over the portion of the right-of-way vacated to Block 136. An access easement from the centerline of the Cedar Street right-of-way to the south 50 feet plus an additional 13 feet for future parking use has been drafted for the Council's consideration. This easement width would encompass current pedestrian and vehicular circulation in addition to future parking on the south side of Cedar.

9.2.4 The future development of the neighborhood.

The current use and general configuration of the right-of-way would not change given the Armory was built partially within the right-of-way. However the infrastructure and parking configuration would be improved. This is not anticipated to effect the future development of the neighborhood.

9.2.5 That the public right-of-way, alley, or easement no longer serves a public purpose.

The current use and general configuration of the right-of-way would not change given the Armory was built partially within the right-of-way. However the infrastructure and parking configuration would be improved. A portion of the right-of-way should be kept open for public vehicular and pedestrian access; a minimum of 26 feet paved road width is required to meet Street and Fire Department requirements. This can be achieved by a public access and utility easement over the portion of the right-of-way vacated to Block 136 which the State is agreeable to. An access easement from the centerline of the Cedar Street right-of-way to the south 50 feet plus an additional 13 feet for future parking use has been drafted for the Council's consideration. This easement width would encompass current pedestrian and vehicular circulation in addition to future parking on the south side of Cedar.

Applicable Idaho Code Sections

50-311. CREATION -- VACATION OF STREETS -- EMINENT DOMAIN -- REVERSION OF VACATED STREETS. Cities are empowered to: create, open, widen or extend any street, avenue, alley or lane, annul, vacate or discontinue the same whenever deemed expedient for the public good; to take private property for such purposes when deemed necessary, or for the purpose of giving right of way or other privileges to railroad companies, or for the purpose of erecting malls or commons; provided, however, that in all cases the city shall make adequate compensation therefore to the person or persons whose property shall be taken or injured thereby. The taking of property shall be as provided in title 7, chapter 7, Idaho Code. The amount of damages resulting from the vacation of any street, avenue, alley or lane shall be determined, under such terms and conditions as may be provided by the city council. Provided further that whenever any street, avenue, alley or lane shall be vacated, the same shall revert to the owner of the adjacent real estate, one-half (1/2) on each side thereof, or as the city council deems in the best interests of the adjoining properties, but the right of way, easements and franchise rights of any lot owner or public utility shall not be impaired thereby. In cities of fifty thousand (50,000) population or more in which a dedicated alley has not been used as an alley for a period of fifty (50) years [such alley] shall revert to the owner of the adjacent real estate, one-half (1/2) on each side thereof, by operation of the law, but the existing rights of way, easements and franchise rights of any lot owner or public utility shall not be impaired thereby.

50-1321. NECESSITY FOR CONSENT OF ADJOINING OWNERS -- ACKNOWLEDGMENT AND FILING OF CONSENT -- LIMITATION ON RULE -- PREREQUISITES TO ORDER OF VACATION. No vacation of a public street, public right of way or any part thereof having been duly accepted and recorded as part of a plat or subdivided tract shall take place unless the consent of the adjoining owners be obtained in writing and delivered to the public highway agency having jurisdiction over said public street or public right of way. Such public street or public right of way may, nevertheless, be vacated without such consent of the owners of the property abutting upon such public street or public right of way when such public street or public right of way has not been opened or used by the public for a period of five (5) years and when such nonconsenting owner or owners have access to his, her or their property from some other public street,

public right of way or private road. However, before such order of vacation can be entered it must appear to the satisfaction of the public highway agency that the owner or owners of the property abutting said public street or public right of way have been served with notice of the proposed abandonment in the same manner and for the same time as is now or may hereafter be provided for the service of the summons in an action at law. Any vacation of lands within one (1) mile of a city shall require notification and consent of the city.

Summary

Section 9 of the Hailey Subdivision Ordinance states that the Hearing Examiner or Commission shall consider the application and testimony of the applicant and such other information as may come before it with regard to the proposed vacation. The Hearing Examiner or Commission shall consider the items noted in Section 9.2 of the Ordinance and shall make its recommendation to the Council for approving or denying said application, including findings that the right-of-way in question is no longer needed for public use.

The vacation of this portion of Cedar is expedient for the public good in order to meet the Anti-terrorism/Force Protection requirements for parking and roadway stand off distances mandated by the Unified Facilities Criteria Guidelines for National Guard Facilities. A voluntary public access and utility easement over the portion of the right-of-way vacated to Block 136 will be platted concurrently with the right-of-way vacation.

CONCLUSIONS OF LAW AND DECISION

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

- a) Adequate notice, pursuant to Idaho Code Section 50.1306A, was given for the public hearing.
- b) The vacation of public right of way – Cedar Street between 3rd Ave and 4th Ave - meets the criteria for vacation of alley right-of-way set forth in Section 9 of Hailey's Subdivision Ordinance and in Idaho Code Sections 50-311 and 50-1317 through 50-1325 (as amended).
- c) The vacation is expedient for the public good and is in accordance with the Comprehensive Plan.
- d) The future development of the neighborhood will not be compromised.
- e) A voluntary public access and utility easement over the portion of the right-of-way vacated will ensure the current use and general configuration of public access will not change.

Signed this _____ day of _____, 2009.

Rick Davis, Mayor, City of Hailey

Attest:

Mary Cone, City Clerk

AGENDA ITEM SUMMARY

DATE: 02-09-09

DEPARTMENT: Planning

DEPT. HEAD SIGNATURE: 

SUBJECT: Findings of Fact and Conclusions of Law – final plat approval of the Wood River High School Campus PUD Subdivision.

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

The City Council held a public hearing on January 26, 2009 and moved to approve the final plat.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS: Casele # _____
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 and approve the findings as drafted or as modified.

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
Copies (all info.): _____
Instrument # _____

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

FINDINGS OF FACT, CONCLUSIONS OF LAW AND DECISION

On January 26, 2009, the Hailey City Council considered the application by Blaine County School District for Final Plat approval of the Wood River High School Campus PUD Subdivision. The Council, having been presented with all information and testimony in favor and in opposition to the proposal, hereby makes the following Findings of Fact, Conclusions of Law and Decision.

FINDINGS OF FACT

Notice

Notice for the public hearing was mailed to property owners within 300 feet and published in the Idaho Mountain Express on January 7, 2009.

Application

Blaine County School District, represented by John Gaeddert of CLPE and Benchmark Associates, has submitted an application for Final Plat approval for the subdivision of Tax Lots 7729, 7821 and 7824 into four (4) lots ranging in size from 0.99 to 40.38 acres, and one hillside parcel, 26.9 acres.

Procedural History

On August 13, 2001, the City approved the annexation of approximately 17 acres of land adjacent to the high school property for the construction of a new high school building and related facilities, and approved a Planned Unit Development (PUD) application for the high school and related facilities. The PUD encompassed the entire high school campus property at that time. The preliminary plat submitted notes that the property is subject to the recorded PUD Agreement.

On September 18, 2001, the Commission granted Design Review approval for construction of the new high school.

On March 10, 2003, the Council approved the annexation of approximately 3 acres adjacent to the high school campus. On June 2, 2003, the Commission granted Conditional Use Permit approval, and on June 16, 2003, granted Design Review approval of a bus facility on the campus. On September 22, 2003, the Council affirmed the Conditional Use Permit approval, which had been appealed by affected neighbors. On September 22, 2003, the Council also approved the amended Planned Unit Development Agreement for high school campus to include the bus parking and maintenance facility. The final plat notes the amended PUD Agreement.

The Planning and Zoning Commission held a public hearing on the subject application on March 21, 2005. The Commission conditionally approved the preliminary plat. The Preliminary Plat application was heard by the Hailey City Council on November 26, 2007, and approved with conditions listed below, under Section 3.3.2, Procedures. The Preliminary Plat Findings of Fact and Conclusions of Law were approved and signed on

December 10, 2007. On December 8, 2008, the Hailey City Council granted a one year extension of preliminary plat approval of the Wood River High School Campus PUD Subdivision. The new expiration date for Preliminary Plat approval is December 10, 2009.

Standards of Evaluation

For each of the following pertinent standards of the Subdivision Ordinance (shown in bold print), the Council makes the following Findings of Fact:

SECTION 2 - PERMITS.

2.9 No permit for the construction of any building shall be issued upon any land for which all improvements required for the protection of health and the provision of safety, (including but not necessarily limited to an approved potable water system, an approved wastewater system to accept sewage, and asphalt paving of the streets) have not been installed, inspected, and accepted by the City of Hailey, with the following exception: Building permits may be issued for any building in a development for which plats have been recorded and security provided, but the streets have not yet been completed with asphalt due to winter conditions. In such instances, the street shall be constructed as an all-weather surface to City Standards to the satisfaction of the City Engineer, and shall be kept clear to the satisfaction of the Fire Chief. No Final Inspection approval or Certificate of Occupancy shall be granted until all improvements, including asphalt, have been installed, inspected and accepted.

Notice of this requirement is hereby given to the applicant, and included as a condition of approval.

SECTION 3 – PROCEDURE

3.3 Final Plat Approval.

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

The preliminary plat application was last heard by the Hailey City Council on November 26, 2007. The Preliminary Plat Findings of Fact and Conclusions of Law were approved and signed on December 10, 2007. On December 8, 2008, the Hailey City Council granted a one year extension of preliminary plat approval of the Wood River High School Campus PUD Subdivision. The new expiration date for Preliminary Plat approval is December 10, 2009. The final plat application was submitted on December 15, 2008.

- 3.3.2 The administrator shall review the final plat application to ensure that the application submitted is consistent with the approved preliminary plat. The conditions imposed on the preliminary plat approval must be either completed or shown on plans or the plat prior to any public notice for final plat approval.**

The final plat is consistent with the preliminary plat approved by the Hailey City Council. Conditions of preliminary plat approval have been met or are carried over.

Hailey Hearing Examiner Conditions of Preliminary Plat Approval

- a) All Fire Department and Building Department requirements shall be met. Items to be completed at the applicant's sole expense include, but will not be limited to, the following requirements and improvements:
- Any additional fire lane signage as may be required by the Fire Chief.

This condition is carried over.

- b) All City infrastructure requirements shall be met as outlined in Section 5 of the Hailey Subdivision Ordinance. Detailed plans for all infrastructure to be installed or improved at or adjacent to the site shall be submitted for Department Head approval and shall meet City Standards where required. Infrastructure to be completed at the applicant's sole expense include, but will not be limited to, the following requirements and improvements:
- a. "No Parking This Side of Street" signs on Fox Acres Road.
 - b. The applicant shall chip seal and repaint Fox Acres Road prior to the recordation of the Final Plat.

This condition is carried over.

- c) The plat shall note the amended PUD Agreement in addition to the original PUD agreement.

This condition has been met.

- d) The location of the trail from the bus maintenance facility south shall be shown on the final plat and a 5-foot wide easement shall be granted for public non-vehicular access upon it.

This condition has been met.

- e) Drought tolerant vegetation shall be planted and established on all disturbed hillside areas prior to recordation of the plat.

This condition is carried over.

- f) All improvements shall be completed and accepted, or surety provided pursuant to Sections 2.3.7 and 5.9.1 of the Subdivision Ordinance, prior to recordation of the final plat.

This condition is carried over.

- g) The final plat must be submitted within one (1) calendar year from the date of approval of the preliminary plat, unless otherwise allowed for within a phasing agreement.**

On December 8, 2008, the Hailey City Council granted a one year extension of preliminary plat approval of the Wood River High School Campus PUD Subdivision. The new expiration date for Preliminary Plat approval is December 10, 2009.

SECTION 4 – DEVELOPMENT STANDARDS

Development standards were reviewed in detail during the preliminary plat approval process. Please refer to the preliminary plat Findings of Fact and Decision. No changes have been made to the plat since preliminary plat approval.

SECTION 5 - IMPROVEMENTS REQUIRED.

- 5.1 It shall be a requirement of the Developer to construct the minimum improvements set forth herein and any required improvements for the subdivision, all to City Standards.**

Generally, the improvements on the property have already been installed as part of the previous project development. Exceptions are noted in 5.2, 5.2.2, and 5.7 below.

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

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

- 5.1.3 The Developer shall guarantee all improvements pursuant to this Section for no less than one year from the date of final acceptance by the City, except that parks shall be guaranteed and maintained by the Developer for a period of two years.**

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

The Preliminary Plat Findings of Fact, signed on December 10, 2007, state that applicant is required to chip seal and repaint Fox Acres Road prior to recordation of the Final Plat. This requirement has not been met and is carried over as a condition of approval.

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

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

The Preliminary Plat Findings of Fact, signed on December 10, 2007, state that applicant is required to install “No Parking” signs along both sides of Fox Acres Road. This requirement has not been met. The applicant has requested to paint the sides of Fox Acres Road with fire lane striping in red, instead of installing signs to avoid visual clutter. This requested alternative may not be appropriate, considering the impetus for the Preliminary Plat condition of approval was not because there was a fire lane on either side of the Fox Acres Road, but because it is a 44-foot wide street with three lanes (two travel lanes and a center left-turn lane), which was determined, at the time of Preliminary Plat approval and confirmed during the comment period for Final Plat, to be a width that would not accommodate parking. In addition, when it snows, painted curbs alone do not give a good enough indication that parking is not allowed. The Fire Chief has recommended that the applicant’s request not be pursued and that the original requirement for signs on both sides of the road be followed. The Fire Chief also recommends, as an additional condition of approval, that curb painting occur for additional “no parking” notification. This recommendation is a condition of approval.

5.2.3 Street lights in the Recreational Green Belt, Limited Residential, General Residential, and Transitional zoning districts are not required improvements. Where proposed, street lighting in all zoning districts shall meet all requirements of Chapter VIII B of the Hailey Zoning Ordinance.

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

required to be submitted to the Idaho Department of Environmental Quality (DEQ) for review and comments.

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

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

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

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

5.7 The Developer shall improve all parks and Green Space areas as presented to and approved by the Commission and Council.

As part of Design Review approval for the High School, these areas were to be revegetated. At the time of Preliminary Plat approval, there were hillside areas within the subject property that were still bare and eroding. According to the Preliminary Plat conditions of approval, drought tolerant vegetation shall be planted and established on all disturbed hillside areas prior to recordation of the plat. At this time, the applicant's representative, John Gaeddert of CLPE, has stated that seeding has occurred. Seeding and establishment of the plantings is difficult to determine because of the snow. The Parks Project Coordinator has stated that she does not think that the hillside area has been revegetated. She also expressed concerns regarding the proliferation of weeds on the hillside. She has requested that, in addition to the revegetation the applicant provide weed control. Fulfilling these requirements is included as a condition of approval.

- 5.8 All improvements are to be installed under the specifications and inspection of the City Engineer or his authorized representative. The minimum construction requirements shall meet City Standards or the Department of Environmental Quality (DEQ) standards, whichever is the more stringent.**
- 5.9 Installation of all infrastructure improvements must be completed by the Developer, and inspected and accepted by the City prior to signature of the plat by City representatives, or according to a phasing agreement. A post-construction conference shall be requested by the Developer and/or contractor and conducted with the developer and/or contractor, the City Engineer, and appropriate City departments to determine a punch list of items for final acceptance.**
- 5.9.1 The Developer may, in lieu of actual construction, provide to the City security pursuant to Section 3.3.7, for all infrastructure improvements to be completed by Developer after the final plat has been signed by City representatives.**
- 5.10 Prior to the acceptance by the City of any improvements installed by the Developer, three (3) sets of “as-built plans and specifications” certified by the Developer’s engineer shall be filed with the City Engineer.**

CONCLUSIONS OF LAW AND DECISION

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

1. Adequate notice, pursuant to Section 3 of the Hailey Subdivision Ordinance, was given for the public hearing.
2. Upon compliance with the conditions noted below, the application substantially meets the standards of approval set forth in the Hailey Subdivision Ordinance.
3. The application for Final Plat, dated December 15, 2008, is approved by the Hailey City Council, with the following conditions:
 - a) All Fire Department and Building Department requirements shall be met. Items to be completed at the applicant’s sole expense include, but will not be limited to, the following requirements and improvements:
 - Any additional fire lane signage as may be required by the Fire Chief.
 - b) All City infrastructure requirements shall be met as outlined in Section 5 of the Hailey Subdivision Ordinance. Detailed plans for all infrastructure to be installed or improved at or adjacent to the site shall be submitted for Department Head approval and shall meet City Standards where required. Infrastructure to be completed at the

applicant's sole expense include, but will not be limited to, the following requirements and improvements:

- “No Parking This Side of Street” signs on both sides of Fox Acres Road.
 - The applicant shall chip seal and repaint Fox Acres Road prior to the recordation of the Final Plat.
 - The applicant shall paint and mark the curbs along the no parking area as “No Parking.”
- c) Drought tolerant vegetation shall be planted and established on all disturbed hillside areas, with additional weed control, prior to recordation of the plat or sufficient security provided.
- d) All improvements shall be completed and accepted, or surety provided pursuant to Sections 2.3.7 and 5.9.1 of the Subdivision Ordinance, prior to recordation of the final plat.
- e) The final plat, submitted for signatures, shall include plat notes 1 through 17, as stated on the approved final plat.
- f) Issuance of permits for the construction of buildings within the proposed subdivision shall be subject to Section 2.9 of the Subdivision Ordinance.
- g) The final plat shall be recorded within one year of the date of final plat approval. The final plat submitted for signature shall conform to the requirements found in Article 50-1301 (et. seq.) of the Idaho Code (as amended) and to the requirements set forth by Blaine County for digital plat submittals. The applicant shall provide the City with a letter-size or ledger-size photocopy of the recorded plat showing the instrument number and date of recordation.
- h) Any subdivision inspection fees due shall be paid prior to recording the final plat.
- i) Any applicable development impact fees shall be paid prior to recording the final plat.

Approved this _____ day of _____, 2009.

Richard L. Davis, Mayor, City of Hailey

Attest:

Mary Cone, City Clerk

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the _____ day of _____, 2009, I served a true and correct filed copy of the within and foregoing document upon the parties named below, in the manner noted:

- U.S. Mail
- Via Electronic Mail
- Via Facsimile
- Hand Delivered

CITY OF HAILEY

By _____
Becky Mead, Deputy Clerk

INSTRUCTIONS TO APPLICANT FOR SUBMITTING

FINAL PLAT FOR SIGNATURE

Please be advised that the final plat must be recorded within one (1) year of the date of final plat approval (unless otherwise provided for within a phasing agreement). Final plats not recorded within one (1) year or according to the phasing agreement, will be considered expired and final plat approval shall become null and void.

The Council may extend the deadline for recording the plat upon holding a public hearing. Requests for deadline extension should be submitted to the Planning Director at least two weeks prior to the second or fourth Monday of the month.

In accordance with the City of Hailey Planning Department's application submittal procedures, to submit final plat for signature please schedule an appointment with a planner to go over the items listed in the enclosed checklist.

During your appointment the planner and applicant will go through the checklist to confirm that each item required is present. If required items are missing the applicant should take all of the materials away and schedule another appointment when all missing items are included.

Please note, a statement listing the conditions imposed on the final plat approval, found in the enclosed Findings of Fact, Conclusions of Law and Decision document, with a description of how each has been met must accompany the final plat submitted for signature.

Enclosure: Final Plat for Signature Checklist

FINAL PLAT FOR SIGNATURE - CHECKLIST

City Use Only -

Subdivision Name: _____

Certified Compete by: _____

Date: ____/____/____

The following items must be submitted with the application for the application to be considered complete (✓):

The final plat submitted for signature shall conform to the requirements found in Idaho Code §§50-1301 et seq., as amended, and to the requirements set forth by Blaine County for digital plat submittals. The plat shall also contain the following information:

- ___ The exterior boundary of the subdivision shall be tied to not less than two (2) recognized County or City survey monuments, and the plat shall identify the monuments and other information as necessary to comply with Blaine County's requirements for digital plat submittals.
- ___ All lots shall be numbered by progressive numbers in each block separately; blocks shall also be numbered consecutively throughout all adjoining plats of the same master name.
- ___ The size of each lot shall be shown in both square feet and acres.
- ___ All plat notes required by the Council shall be shown on the face of the plat.
- ___ Upon the back sheet(s), the required forms shall be lettered for the following: Registered Professional Engineer and/or Land Surveyor's "Certificate of Survey"; owner's dedication certificate with Notary Public's Acknowledgment; the approval of the Mayor and Council of Hailey as attested by the City Clerk; approval by the City Engineer and other certificates required by Idaho Code; and acceptance of the plat by the Blaine County Recorder's and Blaine County Treasurer's offices.
- ___ The final plat shall be accompanied by copies of any private restrictions proposed to be recorded for the purpose of providing regulations governing the use, building lines, Green Spaces or any aspect of their development, use and maintenance.
- ___ Any approved Area Development Plan Agreement for contiguous parcels shall be recorded concurrently with the final plat.
- ___ The Planning and Zoning Administrator ensures that any conditions imposed by the Council are met by the applicant prior to signature of the plat sheets for the purpose of recordation. A statement listing the conditions imposed as part of final plat approval, found in the enclosed Findings of Fact, Conclusions of Law and Decision document, with a description of how each has been met must accompany all final plats submitted for signatures. Please do not drop off plat sheets for signature without this information.
- ___ In lieu of actual construction, the applicant may provide to the City such security as may be acceptable to the City, in a form and in an amount equal to the cost of the engineering and the improvements not previously installed by the Developer, plus fifty percent (50%), which security shall fully secure and guarantee completion of the required improvements within a period of one (1) year from the date the security is provided. If any extension of the one year period is granted by the City, each additional year, or portion of each additional year, shall require an additional twenty percent (20%) to be added to the amount of the original security initially provided. The applicant should contact the City Engineer regarding the procedure for providing security.

AGENDA ITEM SUMMARY

DATE: 02-09-09

DEPARTMENT: Planning

DEPT. HEAD SIGNATURE: 

SUBJECT: Decision – Leargulf, LLC appeal of Planning and Zoning Commission requirement of sidewalks within the public right-of-way.

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

The City Council considered the appeal on January 26, 2009 and moved to reverse the Commission's decision based on the particular location and circumstances.

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 and approve the decision as drafted or as modified.

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
Copies (all info.): _____
Instrument # _____

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

DECISION

On January 26, 2009, the Hailey City Council considered an appeal submitted by the appellant, Leargulf, LLC. The Council, having been presented with the argument of the appellant, hereby makes the following Decision.

Facts

The Airport West Annexation was approved by Council on December 10, 2001. The annexation agreement specifically required the developer to install sidewalks on both sides of Aviation Drive. The Final Plat of the Airport West Subdivision, Phase One was approved by Council on June 10, 2002. The final plat of the subdivision of Block 3 was approved by Council on July 26, 2004. Despite the requirement in the annexation agreement and approval of the subdivision plat, the City did not require a sidewalk on the west side of Aviation Drive between the entrances of Merlin Loop.

Procedural History

On June 16, 2008, the Hailey Planning and Zoning Commission considered an application submitted by Leargulf LLC for Design Review approval of a new 6,474 square foot, 3-unit commercial building, located at Lot 1A, Block 3, Airport West Subdivision, Phase II (1760 Lear Lane). The Commission conditionally approved the design review application. Condition (m) stated, "the Planning & Zoning Administrator has the authority to approve minor modifications to this project prior to, and for the duration of a valid Building Permit".

The Planning Department received plans on September 9, 2008 with modifications to the CSM Building design review approval. The administrator identified the following modifications to the CSM Building:

- The addition of a second story deck on the east and west elevations, approximately 175 square feet each
- Change of windows to doors leading out to the deck on the east and west elevations
- Removal of the lower roof standing seam on the east and west elevations
- The addition of a trellis on the south elevation

On October 20, 2008 the issue of whether the modified plans warranted a new public hearing was brought to the Planning and Zoning Commission. The Commission agreed with the Administrator's determination that the modifications were minor and could be administratively approved.

The Appellant submitted a Notice of Appeal dated October 28, 2008.

A letter dated October 31, 2008 was sent to the Appellant from the Administrator notifying the applicant that the Administrator determined the modifications to be minor and approved them administratively. This letter erroneously referred to Section 6A.3.g of the Hailey Zoning Code as the authority for approving the modification administratively. The letter was rewritten on November 25, 2008 with the correct citing of condition (m) of the original design review approval.

The Appellant submitted a Notice of Appeal dated November 11, 2008.

On December 1, 2008, the Hailey Planning and Zoning Commission considered an appeal submitted by the Appellant, Leargulf, LLC appealing an administrative approval of minor

modifications to design review approval for the CSM Building given by the Commission on June 16, 2008.

Section 3.6 of the Zoning Ordinance establishes the procedure for appeals as follows;

“A party aggrieved by a final decision of the Administrator, Hearing Examiner or Commission may appeal in writing any final decision by filing a Notice of Appeal with the Hailey City Clerk within fifteen (15) days from the date of the decision. An appeal of a final decision by the Administrator or the Hearing Examiner shall be heard by the Commission. An appeal of a final decision by the Commission or an appeal of a decision heard on appeal by the Commission shall be heard by the Council. Any appeal shall not be a de novo hearing and shall be based solely on the record before the Administrator, Hearing Examiner or Commission, as the case may be. The record shall consist of all the documents presented to Administrator, Hearing Examiner or Commission (such as the application, supporting documents, letters and studies), the minutes of any meeting and the findings of fact and conclusions of law. The Appellant may also have a verbatim transcript of the hearing before the Hearing Examiner or Commission prepared to be submitted on appeal. The cost of the preparation of the record and transcript shall be paid by the Appellant. The appeal shall specifically state the decision appealed the issues to be raised on appeal and reasons for the appeal. If no appeal is filed within the fifteen (15) day period, the decision shall be deemed final.

At the time of the filing of the Notice of Appeal, the Appellant shall pay the costs of preparing the transcript and record estimated by the Administrator and the fee for filing an appeal, as established by ordinance. The Administrator will prepare one original transcript (if applicable) and record and 8 copies of the transcript (if applicable) and record. If the costs of preparing the transcript and record exceed the estimated costs paid by the Appellant, the Appellant shall pay the difference before a hearing on the appeal is heard.

Once the transcript and record have been prepared, the Administrator shall schedule a hearing on appeal with the Commission or Council for the next available hearing date. If the Appellant desires to file a brief in support of the appeal, the Appellant shall file original brief and 8 copies of the brief with the Administrator five business days before the scheduled appeal hearing. If the brief is not timely filed, the Commission and the Council may elect not to consider the brief. The Appellant and Appellant’s representative and a City representative shall only be entitled to present argument before the Commission or Council.”

Based upon the foregoing, the Commission affirmed the Administrator’s decision with regard to approval of minor modifications and concluded that:

1. The Administrator has the authority to approve minor modifications to design review approval.
2. The changes submitted by the applicant are minor.

The Appellant submitted a Notice of Appeal dated December 26, 2008.

The Appellant submitted an Appeal Brief dated January 5, 2009 to summarize the three appeals filed by the Appellant.

Issues

The Appellant raised seven (7) issues on appeal, summarized on pages 3 through 7 of the Appeal Brief dated January 5, 2009. Staff believes that the decision of the Planning and Zoning Commission should be affirmed on six (6) of the seven (7) issues. The staff will only address the seventh issue described on pages 4 and 5 of the Appeal Brief. In the fourth issue, the Appellant asserts that the design review sidewalk requirement for the appellant's project is contrary to prior city approvals. The City has approved three design review applications for buildings along Aviation Drive and Merlin Loop without requiring public sidewalks. In light of these approvals and the City's decision not to require a sidewalk on the west side of Aviation Drive between the entrances to Merlin Loop, the Council concurs with the Appellant's argument that any requirement to provide sidewalks in the public right-of-way in this particular location is arbitrary and capricious.

Based upon the foregoing, the Council reverses the Commission's decision with regard to the requirement to construct a sidewalk within the public right-of-way and concludes that:

1. The requirement to provide sidewalks in the public right-of-way in this particular location and under these particular circumstances is arbitrary and capricious.
2. Ordinance No. 1001 shall be amended to address the issue brought forward by this appeal.
3. At a date yet to be determined, the city will investigate and pursue an LID for the installation of sidewalks in the subject area to complete the sidewalk infrastructure and stay consistent with the ordinance and to recognize the importance of sidewalk connectivity.

Signed this _____ day of _____, 2008.

Rick Davis, Mayor, City of Hailey

Attest:

Mary Cone, City Clerk