

AGENDA ITEM SUMMARY

23  
DATE: 3/9/2009 DEPARTMENT: Legal DEPT. HEAD SIGNATURE: \_\_\_\_\_

SUBJECT:

Pyrotechnic Display and Services Agreement

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

I am enclosing a copy of a proposed fireworks contract for the 4<sup>th</sup> of July show. This is the same contractor that we have been using for many years. The most significant difference between this contract and prior contracts is that Hailey is responsible to clean the parking area after the show. If you have any questions, please contact me. Thanks.

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)  
\_\_\_\_ 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:

Make a motion to approve the Pyrotechnic Display and Services Agreement and authorize the mayor to sign.

FOLLOW-UP REMARKS:

January 13, 2009

City of Hailey  
115 Main Street South  
Hailey, ID 83333

Dear Rick Davis,

Thank you for the opportunity to submit our pyrotechnic proposal for your July 4, 2009 fireworks display. We are honored to highlight your event with an Elite Pyrotechnics fireworks extravaganza. A very sincere effort has gone into the enclosed proposal which outlines your custom designed show in detail. If in any way Elite can save some expenses we will put more percentage in the product in the show which your shell count will go up. Also know that 08 prices have gone up 30 percent and 09 prices have gone up 25 percent. So over all product prices have gone up 55%.

We are proposing our full service program for the amount of \$20,000.00. Your display is scheduled for 10:15 p.m. The approximate duration of your show will be 18 min. Our plan is to use the winning combination of our products, people and production capabilities to produce the best fireworks entertainment package possible.

The full service program prices include the services of a licensed pyrotechnic operator, workers insurance, insurance coverage, licenses to produce your display, all production, fireworks, equipment and choreography costs, an electronic firing system, all transportation, and delivery costs, and sales tax. We will process the necessary fire department permit application. Sponsor 'City of Hailey' will be responsible for provisions for security. The Hailey Fire Department may bill us directly for any standby fees.

Please take the time to review this proposal in detail. If you wish to make any changes in your program or need more information, please give us a call. We look forward to working with you.

Sincerely,

**ELITE PYROTECHNICS, LLC**

Jeff Wilde  
Founder/Manager/Producer  
Enclosures

# PYROTECHNIC DISPLAY & SERVICES AGREEMENT



*MARCH 23, 2009* This PYROTECHNIC DISPLAY AND SERVICES AGREEMENT ("Agreement") is made effective as of ~~February 11th 2009~~, by and between ELITE PYROTECHNICS, LLC, an Idaho Display Fireworks Company, of 217 North 3<sup>rd</sup> West, City of Rexburg, State of Idaho, hereinafter referred to as "ELITE" and:

CITY OF HAILEY  
 115 MAIN STREET SOUTH  
 HAILEY, ID 83333

Hereinafter referred to as "CUSTOMER."

In consideration of the mutual covenants contained in this Agreement and other good and valuable consideration, the parties agree as follows:

### SECTION 1: FIREWORKS EXHIBITION

- A. ELITE shall furnish CUSTOMER, in accordance with the terms and conditions hereinafter set forth, 1 (one) fireworks display as per Program A, submitted, accepted and made part hereof, including the services of a licensed pyrotechnic operator and crew.
- B. ELITE agrees to design, produce, and execute a fireworks display, otherwise known as pyrotechnic exhibition. The said exhibition is scheduled to be performed on July 4, 2009 at Wood RIVER High School; Hailey, ID.
- C. CUSTOMER shall pay ELITE the sum of Twenty Thousand Dollars (\$20,000.00) The CUSTOMER shall supply ELITE with an Idaho tax-exempt number or pay the sales tax in the amount of \$TBD (6%).
- D. A deposit of \$10,000.00 (50%) of the payment for the exhibition show and fire department fees/County Fees approximated at \$ 0 must be paid by Feb 17th and shall be *MARCH 30, 2009* due and payable upon signing of this Agreement. FULL FINAL PAYMENT IS DUE THE SECOND REGULAR BUSINESS DAY AFTER THE DATE OF THE EXHIBITION. A finance charge at a period rate of 1.5% per month will be charged on any unpaid balance, which shall begin after the date in which full payment is due.
- E. In the event that over 15% of the total shells in the pyrotechnic display do not fire, ELITE will credit the CUSTOMER 15% of the actual cost of Product. By way of example under this agreement, if 148 4"-8" Shells (i.e., 15% of 982 shells) do not fire, ELITE shall credit CUSTOMER the actual cost of the shells not fired at which time the shells will be counted at the end of the show, upon mutual agreement with the local fire department, and adjustments to credit, or cost reduction will be made thereafter.

### SECTION 2: PYROTECHNICIAN

ELITE shall provide the services of a licensed pyrotechnic operator to take charge of and, along with sufficient helpers, safely discharge the display. ELITE shall be responsible to pay all their traveling and other expenses incident to such exhibition.

### SECTION 3: CHARGES RELATED TO EXHIBITION

ELITE shall furnish all equipment and other materials required for the exhibition. ELITE shall be responsible for all charges relating to workers insurance, insurance coverage, licenses to produce the exhibition, all production, fireworks material, and choreography costs, an electronic firing system, all transportation and delivery costs.

### SECTION 4: EQUIPMENT AND OPERATION

- A. ELITE shall be responsible to install, setup, teardown, cleanup and remove the equipment and supporting hardware of the pyrotechnic display. ELITE will use a top-quality Delcor MP-400 Electric Firing System and no part of the show will be hand fired.
- B. CUSTOMER shall provide sufficient trash receptacles for cleanup after the display and, if necessary, provide sufficient amount of sand for mortar support prior to ELITE's arrival to the display site.
- C. ELITE will check and remove any visible remnants of shells in a timely fashion after the display at and around the perimeter of the display site, which will only be the west ball fields and the canal ditch all side walks and football field including track. The city Hailey will clean parking lot and the street of the display site.
- D. CUSTOMER recognizes that because of the nature of fireworks, an industry accepted level of 15% of the product used in any display may not function as designed and this level of nonperformance is acceptable as full performance.

X \_\_\_\_\_ Initial Here

### SECTION 5: SECURITY AND SAFETY

CUSTOMER, at its own expense, agrees to provide to ELITE:

- A. A suitable DISPLAY SITE in which to stage the fireworks display, including a firing and fallout zone reasonably acceptable to ELITE in which the fireworks and firework debris may be exhibited, rise and fall safely.
- B. Adequate security personnel, traffic patrolmen, barricades, ropes, fencing, traffic cones, restraining lines, and/or other crowd control measures. CUSTOMER agrees to barricade all dangerous areas to spectators, as necessary prior to or during the exhibition and prevent the access of the public or its property or any other people or property not authorized by ELITE into the DISPLAY SITE. ELITE will direct the CUSTOMER in the parameters in which said restraining lines should be set up; "No Parking" signs and directional signs, as necessary; sufficient space of at least clearance, clearly designated by stakes, rope or fence, in a safe location, as designated by ELITE hereunder, for the proper and safe display of said pyrotechnic exhibition, such space to be clear and free of all persons except those employed or expressly authorized by ELITE and clear of any and all equipment, vehicles or items of any other kind not authorized or put in place by ELITE;
- C. The services and cost of standby firemen and/or any applicable permit fees as required by state and local statutes, ordinances or regulations. Adequate fire protection for the area in which ELITE shall operate the display, and the surrounding spectator areas, as designated by ELITE (or other authority), for which fire protections might be necessary.
- D. Access by ELITE, at all times, to the DISPLAY SITE to set up the display.
- E. Adequate access, as necessary, including snow removal, such as plowed driveways, and unobstructed access entrance to the actual DISPLAY SITE during winter months.

If CUSTOMER fails to fully comply with requirements A, B, C, D, and/or E set forth above, ELITE shall have no obligation to perform and CUSTOMER agrees to pay to ELITE the entire contract price plus any additional expenses incurred because of said failure. If, in its sole discretion, CUSTOMER designates an area for members of the public to view the Display ("Spectator Area") and/or an area for vehicular parking ("Parking Area"), the CUSTOMER shall:

- F. Ensure that the Spectator Area does not infringe on the Display Area.
- G. Have sole responsibility for ensuring that the terrain of the Spectator Area and any structures thereon, including, but not limited to grandstands and bleachers are safe for use by spectators.
- H. Have sole responsibility for ensuring that the Parking Area is safe for use.
- I. Have sole responsibility to police, monitor and appropriately control spectator access to the Spectator Area and the Parking Area and police, monitor and appropriately control the behavior of persons in these areas. It is expressly agreed that ELITE, (including its operators and helpers) shall

not inspect, police, monitor or otherwise supervise any area of the site other than the Display Area, except to ensure:

- J. That any Spectator or Parking Areas are outside the Display Area; and
- K. After completion of the Display, that the Display Area is cleared of any live firework debris originating from the program.
- L. CUSTOMER is responsible for procuring and managing areas of sufficient clearance surrounding the display operation area, upon which the display shall be operated, or any other areas, as specifically designated by ELITE to be free from all pedestrians or vehicles, and any damage or liability arising out of damage or harm to any person, structure, vehicle, or other property within such areas specified by ELITE shall be the complete and sole responsibility of CUSTOMER hereunder; such areas to include but not be limited to public streets specified to be closed, parking areas specified as off limits or public walkways specified to be closed.
- M. CUSTOMER specifically acknowledges and affirms that it understands that the pyrotechnic display contracted for herein can cause substantial, severe and irreparable damage to persons and property, and that ELITE assumes no responsibility whatsoever for any property damage or injury to individuals within the areas specifically designated hereinabove as necessary to immediately surround the operations of the pyrotechnic display, areas from which pedestrian or vehicle traffic should be restricted, areas which should be closed to access by pedestrians or vehicles, and areas which should be "off limits" and vacated from all persons and property.

X \_\_\_\_\_ Initial Here

#### **SECTION 6: STORAGE OF FIREWORKS AND PYROTECHNIC DEVICES**

ELITE shall be responsible for storage of firework materials in the event of rain or inclement weather. Any damage or loss resulting from the failure of ELITE to do so shall be borne solely by ELITE. ELITE agrees to make no claim against CUSTOMER for damage or loss. CUSTOMER and ELITE shall mutually determine and agree upon the placement and arrangement of fireworks display devices, set pieces, props, spectator viewing areas, and any and all equipment involved with the pyrotechnic display or sound system to ensure the highest degree of show integrity and character, and present to the audience the most aesthetic, artistic, and safest program possible. ELITE shall have sole discretion over placement necessitated by applicable federal, state or local safety, fire or other regulations.

#### **SECTION 7: CANCELLATION/POSTPONEMENT OF EXHIBITION**

- A. It is agreed and understood by and between the parties hereto that local Fire Marshall shall have the sole, exclusive and final determination of the suitability of the weather conditions at the time of the display, and in the event ELITE (under Fire Marshall's decision) should determine that the weather conditions (generally excessive wind and/or precipitation) are such that an unsafe or hazardous condition may exist, ELITE shall have the exclusive right and option to postpone the starting time of the display and/or delay the display in its entirety, until conditions have improved and are appropriate for the safety of all involved, or until the alternative inclement weather date as set forth hereunder. As a part of the authority having jurisdiction (such as Fire Marshall) stated hereunder, ELITE reserves the right to prematurely end or place a hold on the continuance of the display if in progress so as to create unsafe or hazardous situations.
- B. CUSTOMER agrees to assume the risk of weather, or other causes beyond ELITE's control, which may prevent the display from being safely discharged on the scheduled date, which may cause the cancellation of any event for which CUSTOMER has purchased the display, or which may affect or damage such portion of the exhibits as must be placed and exposed a necessary time before the display. It shall be within ELITE's sole discretion to determine whether or not the display may be safely discharged on the scheduled date and at the scheduled time.
- C. If, for any reason beyond ELITE's control, including, without limitation, inclement weather, ELITE is unable to safely discharge the display on the scheduled date or should any event for which CUSTOMER has purchased the display be cancelled, the parties shall attempt to negotiate a new display date, which shall be within 60 days of the original display date.
- D. ELITE shall not be responsible if they are unable to perform because of weather, acts of God, transportation problems, strikes or other events, which are beyond their control.

X \_\_\_\_\_ Initial Here

#### **SECTION 8: COMPENSATION AND FORCE MAJEURE**

- A. CUSTOMER shall have the option to unilaterally cancel this display prior to the date of the display. If CUSTOMER exercises this option, CUSTOMER agrees to pay to ELITE, as liquidated damages,

the following percentages of the agreed contract price. 1) 25% if cancellation occurs at least sixty (60) days prior to the scheduled day of the display, 2) 50% if cancellation occurs within three (3) or more days prior to the scheduled day of the display, 3) 85% if cancellation occurs on the date set for the display but prior to the time physical setup of the display actually begins, 4) 100% thereafter.

- B. In the event the exhibition is canceled altogether due to rain or inclement weather, ELITE shall retain 50% previously paid by the CUSTOMER, but the CUSTOMER is not obligated to pay the remaining 50% described in Section 1 (D) in this Agreement.
- C. If the event is cancelled by the CUSTOMER for any reason, other than the breach of this Agreement by ELITE, CUSTOMER is obligated to pay the full amount due under this Agreement.
- D. If ELITE cancels this Agreement or the pyrotechnic displays for any reason other than: 1) Inclement weather, 2) Force majeure, or 3) Nonperformance by or material breach of the terms of this Agreement by CUSTOMER, all monies paid to ELITE by CUSTOMER for the specific display(s) cancelled will be refunded to CUSTOMER, ELITE will have no further obligations under this Agreement. Any applicable state or local taxes will be payable by the CUSTOMER.
- E. In the event ELITE breaches this agreement, or is otherwise negligent in performing the fireworks display provided for herein, CUSTOMER shall, under no circumstances, be entitled to recover monetary damages from ELITE beyond the amount CUSTOMER agreed to pay ELITE under this Agreement. CUSTOMER shall not, under any circumstances, be entitled to recover any consequential damages from ELITE including, without limitation, for loss of income, business or profits. Nothing in this paragraph shall be construed as a modification or limitation on the insurance coverage afforded to Section 9 below.
- F. In the event CUSTOMER cancels the display, it will be impractical or extremely difficult to fix the actual amount of ELITE's damages. The foregoing represents a reasonable estimate of the damages ELITE will suffer if CUSTOMER cancels the display.
- G. If cancellation occurs prior to the date set for the display, CUSTOMER agrees to pay ELITE in addition to the above percentages, the value associated with any specific custom work performed by ELITE or its agents including but not limited to music/narration tape production and/or SPONSORS logos.
- H. In the event CUSTOMER pays 100% as down payment of the total contract price upon signing of this Agreement, and the display is canceled, for any reason other than as addressed hereinabove, ELITE will return 50% of the contract price to the CUSTOMER.
- I. Subject to the provisions of Section 1, any failure or omission of CUSTOMER or ELITE under this Agreement due to acts of God, enactment, rule, order or any act of government instrumentality (whether federal, state, or local), other causes beyond the control of CUSTOMER or ELITE, or force majeure will not constitute a breach or default under this Agreement.

X \_\_\_\_\_ Initial Here

#### SECTION 9: LIABILITY INSURANCE

ELITE agrees to provide insurance coverage in connection with the Display only, for the following risks and amounts: bodily injury and property damage, including products liability THREE MILLION DOLLARS (\$3,000,000) combined single limits. Such insurance shall include CUSTOMER as an additional insured regarding claims made against CUSTOMER for bodily injury or property damage arising from the operations of ELITE in performing the Display provided for in this Agreement. Such insurance afforded by ELITE shall not include claims made against CUSTOMER for bodily injury or property damage arising from A) Failure of CUSTOMER, including through or by its employees, agents and/or independent contractors, to perform its obligations under this Agreement, including, without limitation, those contained in this Agreement; B) Failure of the CUSTOMER to provide discretionary Spectator and Parking Areas referred to in Section 9 of this Agreement. CUSTOMER shall indemnify and hold ELITE harmless from all claims and suits made against ELITE for bodily injury or property damage arising from A) and B) of this Section; C) In the event greater liability insurance limits are required, the additional cost is to be paid by CUSTOMER.

#### SECTION 10: PERMITS AND LICENSES

SELLER shall procure any and all permits or licenses that may be required by governmental authorities and bear all costs associated with obtaining permits or licenses. ELITE shall provide CUSTOMER with any necessary information, proof of insurance in accordance with Section 9 above, and other items required by the licensing authorities for insurance of such license or permits. ELITE will apply for the city permit no later than April 1<sup>st</sup> 2009.

X \_\_\_\_\_ Initial Here

#### **SECTION 11: GOVERNING LAW**

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Idaho. It is further agreed that the courts of the State of Idaho shall have exclusive jurisdiction to adjudicate any disputes arising out of this contract or performance of the display provided for herein.

#### **SECTION 12: HOLD HARMLESS AND INDEMNIFICATION**

It is understood that CUSTOMER will indemnify and hold harmless ELITE hereunder, its agents, representatives, insurers, attorney, employees, persons and organizations independently contracted by ELITE, from and against any and all claims, losses, obligations, charges, liability or exposure, damages, demands, (including damages to property, personal injuries and/or death of any persons), demands, costs (including court costs and attorney fees), lawsuits, judgments and other related actions or proceedings of whatever nature or kind, arising from a cause other than the negligence of ELITE, its agents or employees, insurers, attorneys, or representatives in the performance of the duties under this Agreement, or arising from damages not covered by insurance provided under Section 9 of this Agreement.

- A. The term of this Hold Harmless Agreement shall continue in full force and effect until such time as ELITE determines that the covenants shall no longer be necessary.
- B. In executing this exhibit, ELITE represents and warrants that CUSTOMER has completely read, fully understood, and voluntarily accepted its terms and has executed it expressly to make the covenants in favor of ELITE described in Paragraph 1. In executing this Agreement, ELITE expressly reserves any and all rights that ELITE may have against any person, firm, or corporation other than the CUSTOMER, its successors, representatives, and assigns.

#### **SECTION 13: RELATIONSHIP OF PARTIES**

It is agreed, nothing in this Agreement or in ELITE's performance of the display provided for herein, shall be construed to mean that the parties are partners, joint ventures or associates or that ELITE would be acting as agents or employees of the CUSTOMER. ELITE would be considered at all times as independent contractors. The parties hereto shall be severally responsible for their own separate debts and obligations and neither party shall be held responsible for any agreements or obligations not expressly provided for herein.

#### **SECTION 14: ENTIRE AGREEMENT**

This Agreement shall constitute the entire Agreement between the parties. Any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding on either party except to the extent expressly set forth in this Agreement.

#### **SECTION 15: MODIFICATION OF AGREEMENT**

All terms of this Agreement are in writing and any modification of this Agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if evidenced in a writing signed by each party or an authorized representative of each party. Both parties acknowledge they have received a copy of said written Agreement and agree to be bound by said terms of written Agreement only.

#### **SECTION 16: ATTORNEY FEES & COSTS**

In the event that payment is not made by CUSTOMER as provided in this Agreement the CUSTOMER shall pay to ELITE in addition to all sums that CUSTOMER may be called on to pay court costs, interest and a reasonable sum for attorney fees. If any legal action is brought to enforce or interpret the terms or provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney fees and costs in addition to any other relief to which they may be entitled.

#### **SECTION 17: EFFECT OF PARTIAL INVALIDITY**

The invalidity of any part of this agreement will not and shall not be deemed to affect the validity of any other part. In the event that any provision of this Agreement is held to be invalid, the parties agree that the

remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.

**SECTION 18: MULTIPLE PARTIES**

If there is more than one CUSTOMER, they shall be jointly and severally responsible to perform CUSTOMER's obligations under this Agreement. This Agreement shall become effective after it is executed and accepted by CUSTOMER and after it is executed by ELITE at ELITE's office in Rexburg, Idaho. This Agreement may be executed in several counter parts, including faxed copies, each one of which shall be deemed an original against the party executing same. This Agreement shall be binding upon the parties hereto and upon their heirs, successors, executors, administrators and assigns.

IN WITNESS WHEREOF, each party to this Agreement has caused it to be executed on the date indicated below.

By: Nancy Wilde

Title: OWNER

"ELITE"

**ELITE PYROTECHNICS, LLC**

NANCY WILDE  
PRINT NAME

Dated: 02/11/2009

By: \_\_\_\_\_  
"CUSTOMER"

Title: \_\_\_\_\_

\_\_\_\_\_  
PRINT NAME

Dated: \_\_\_\_\_

- |   |                     |
|---|---------------------|
| <b>X</b>  | <b>Initial Here</b> |
| <ul style="list-style-type: none"> <li>• Customer is responsible for payment of fire department permit and standby fees, if applicable.</li> <li>• Customer to pay remaining balance 2 business days after the date of exhibition.</li> <li>• Price includes full electronic firing.</li> </ul> |                     |

**Pyrotechnic Proposal for City of Hailey, ID 4<sup>th</sup> of July, 2009**

**PRODUCT SYNOPSIS  
Pyrotechnic Proposal "A"  
\$20,000**

<u>Description</u>	<u>Quantity</u>
<b>Main Body – Aerial Shells</b>	
4" Display Shells Assorted Colors & Effects	100
4" Deluxe & Special Pattern Shells	200
4" Double Piled Shells (2 Shells)	100
4" Cylinder Shells (3 Layers Effect)	30
5" Display Shells Assorted Colors & Effects	100
5" Deluxe & Special Pattern Shells	100
5" Cylinder Shells (3 Layers Effect)	50
5" Double Piled Shells (2 Shells)	35
6" Display Shells Assorted Colors & Effects	135
8" Display Shells Assorted Colors & Effects	32

**Total of Main Body – Aerial Shells 732**

<b>Grand Finale</b> <u>Description</u>	<u>Quantity</u>
4" Finale Chain of 10ea Titanium Salutes w/Tails	75
4" Finale Chain of 10ea Color RWB w/Tails	75
5" Finale Chain of 5ea Color RWB w/Tails (credit for Clean up).	75
6" Finale Chain of 3ea Color RWB w/Tails (credit for Clean up).	25

Total of Grand Finale	150
<b>GRAND TOTAL SHELLS</b>	<b>982</b>
<b>TOTAL PROGRAM DURATION</b>	<b>18 min</b>

## DISPLAY CHECKLIST

### Sponsor Agrees to:

- Return contract by no later than February 15, 2009
- Send 50% deposit and applicable fire department permit fees by no later than February 15, 2009.
- Send balance of payment to arrive no later than July 7, 2009.
- Provide suitable firing site; pay necessary deposits and fees in accordance with all applicable laws.
- Provide adequate security as required by local fire authority as well as crowd control on land and/or water.

### Elite Pyrotechnics, LLC Agrees to:

- Provide a Professional Full Service fireworks production.
- Provide fireworks general liability insurance in the amount of \$ 3 million dollars, as well as workers compensation coverage for pyrotechnicians.
- Apply for all necessary federal, state and local fireworks display permits and licenses. No later than March 1<sup>st</sup> 2009 or Before.
- Provide a licensed pyrotechnic operator and crew.
- Provide all necessary pyrotechnic equipment.

**AGENDA ITEM SUMMARY**

**DATE:** 03/23/2009 **DEPARTMENT:** City Clerk **DEPT. HEAD SIGNATURE:** Mary Cone

**SUBJECT:** Motion to ratify Mayor's signature on letter sent to State Legislature – House Revenue and Taxation Committee members.

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

**BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:**

The following is an excerpt from an email sent to council from Heather Dawson on Tues. 3/17/09:  
Hello Mayor and Council –

Cities have been alerted that there is a piece of legislation before the House Revenue and Taxation Committee that does not serve our interests. We have been asked to take steps within our policies to make comments upon the legislation to appropriate parties.

Hailey's policies in this regard were established in 2004 as follows:

- Hailey will make every effort to have city council discussion on correspondence and positions held by the City of Hailey toward legislation.
- Correspondence will be drafted and put on Consent Agenda for council consideration and approval.
- If action is requested as "urgent", with the legislative hearings to be held before the Hailey City Council next meets, the city administrator will forward draft correspondence by email to the mayor and council for their consideration. An objection from any single council member will result in the correspondence not being sent.
- If no objections are forthcoming, the correspondence will be sent to the State Legislature and will be set upon the next council meeting agenda for "ratification" after the fact.

Attached is draft correspondence which is "urgent", as the House Committee meets tomorrow (Wednesday) morning. As this particular matter is of interest to Don Keirn, I showed him a draft this morning and he was supportive of the letter be signed and sent. Please let me know if you object to the sending of this letter. If no objections are forthcoming, we will ask Mayor Davis to sign this at 8:00 a.m. tomorrow morning and forward it directly then to the State Legislature.

Thank you.  
Heather Dawson

**FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:**

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

**RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:**

Make a motion to ratify Mayor's signature on this letter.

**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)

115 MAIN STREET SOUTH, SUITE H  
HAILEY, IDAHO 83333  
(208) 788-4221  
Fax: (208) 788-2924

March 17, 2009

State of Idaho  
Legislative Offices  
House Revenue & Taxation Committee

Rep. Dennis M. Lake

Rep. Gary E. Collins

Rep. Lenore Hardy Barrett

Rep. Mike Moyle

Rep. Dell Raybould Rep.

Ken A. Roberts

Rep. Leon E. Smith

Rep. Jim Clark

Rep. R. J. Harwood

Rep. George C. Saylor

Rep. William M. Killen

Rep. James D. Ruchti

Rep. Grant Burgoyne

Rep. John Rusche

Rep. Robert E. Schaefer

Rep. JoAn E. Wood

Rep. Scott Bedke

**RE: House Bill 244**

Dear House Revenue and Taxation Committee members:

As the House Revenue & Taxation Committee holds hearings on, please keep in mind that this bill would have a chilling impact on economic development efforts throughout Idaho at a time when the state's unemployment rate is at the highest level in the last 20 years.

Although the City of Hailey currently has no urban renewal district, we have just conducted and completed a survey of our citizens, and have learned that a very under-developed street within the city's commercial district is an area the citizens would like to see master-planned, developed, infused with vitality and business, and thus made valuable. A financial consultant working with us has recommended that we utilize an urban renewal district to achieve that citizen goal. The proposed bill would stymie that process.

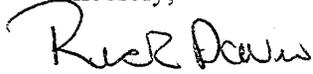
Cities are the engines of economic growth in Idaho. House Bill 244 would provide cemetery districts, fire districts, library districts, irrigation districts and other types of taxing districts the power to veto a community's economic development efforts. This is poor public policy.

By placing unnecessary impediments on the use of this economic development tool, Idaho will be at a competitive disadvantage with other states in attracting new business and industry.

Ultimately, urban renewal serves the interests of all taxing districts by growing the community's tax base and creating jobs.

Urban renewal is a critical tool for economic development in Idaho communities. Its significance is magnified as Idahoans face the highest rates of unemployment in the last 20 years. Urban renewal efforts have attracted business and industry to Idaho and created jobs in our communities.

Sincerely,

A handwritten signature in black ink that reads "Rick Davis". The signature is written in a cursive style with a large, looping initial "R".

Rick Davis,  
Mayor, City of Hailey



AGENDA ITEM SUMMARY

DATE: 3/23/09 DEPARTMENT: Engr DEPT. HEAD SIGNATURE: [Signature]

**SUBJECT:** Authorize signing Proclamation of Support and submitting the Grant Application for 2011 Safe Routes to School Grant -authorize the mayor to sign

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

**BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:**

Authorize the Mayor, Police Chief and Public Works Director to sign the Proclamation of Support for a grant for additional sidewalks for Woodside Elementary School and related Educational programs overseen by Mountain Rides staff. A copy of the grant application is included.

**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:**

\* Motion to approve and authorize Tom Hellen to sign Grant Application

**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: \_\_\_\_\_



## Safe Routes to School Idaho FY11 Application

Idaho Transportation Department



The purpose of the Safe Routes to School (SR2S) program is to provide children a safe, healthy alternative to riding the bus or being driven to school. Eligible projects will address all of the following within two miles of primary and middle schools (K-8): current conditions, education, encouragement, enforcement, evaluation and engineering efforts.

ITD recommends reading the *Application Guidelines* and the *SR2S Procedures Manual* before completing this application. The guidelines, as well as this application, are available at [www.itd.idaho.gov/sr2s](http://www.itd.idaho.gov/sr2s).

The SR2S Advisory Committee will make the final decision on which year your project will be funded.

Applicants are encouraged to complete the form in a Word or Adobe format, but handwritten applications will be accepted. Answers may not exceed the specified word count. Please be complete and concise. Please be aware that responses are limited to the space provided. Information that exceeds the space allowed will not print.

Applications are due by 5:00 p.m. on March 31. This cover page should not be included. Please deliver one (1) original and fifteen (15) copies to:

Safe Routes to School Coordinator  
Idaho Transportation Department  
P.O. Box 7129  
Boise, ID 83707-1129

Physical delivery address:  
Safe Routes to School Coordinator  
Idaho Transportation Department  
Annex Building  
3293 Jordan Street  
Boise, ID 83703

[joconnor@itd.idaho.gov](mailto:joconnor@itd.idaho.gov)  
208-334-4475 (phone)  
208-334-8595 (fax)

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

Date Submitted 3/30/09	School(s) Included Woodside Elementary	SR2S Use Only	
Brief Description of Project Provide additional sidewalk along Woodside Blvd, a major city collector street, and provide additional education and encouragement programs through Mountain Rides Transportation Authority activities and events.			
<input checked="" type="checkbox"/> Proposed Project Directly Supports a K-8 School	Infrastructure Funding Request \$90,000	Non-Infrastructure Funding Request \$6,000	Previously Funded Year(s) 2007, 2008, 2009
Project Leader (Name of person filling out the application) Thomas Hellen	Title Public Works Director/City Engineer	Project Leader's E-mail Address Tom.hellen@haileycityhall.org	
Address 115 Main St S	City Hailey	Zip 83333	Phone Number 208-788-9830 X14

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) Thomas 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 <i>CITY OF HAILEY - MAYOR</i>	Date
---	------

**Partnering Organization/Agency** Add additional partners if more than four. (Attach a letter identifying this partner's role)

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

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

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

Organization/Agency Name Blaine County Rec. District	Representative's Name (Printed) Jim Keating	Title Executive Director
Representative's Signature		Email Address

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

Organization/Agency Name St. Luke's Wood River Med.Center	Representative's Name (Printed) Bruce Jensen	Title CEO
Representative's Signature		Email Address

**Section 3 – Project Information**

**Part 1 - Students** Provide details on each school involved. Attach additional sheets of information if more than 3 schools are involved. FALL 2008 STUDENT AND PARENT SURVEY DATA ATTACHED

Number of students that attend each affected school(s)	State how students are currently traveling to school and anticipated increase in both numbers and percentage if project is funded.
<p>1. School Name: Woodside Elementary</p> <p>Total Students: Fall 2008 Data Collected 340 Students enrolled 45 parent surveys 230 students surveyed</p> <p>Number receiving free lunch :</p>	<p>Walk – Current/Anticipated increase percentage and number 11%(25) 15% (35) +10 students from South Woodside area</p> <p>Bike - Current/Anticipated increase percentage and number 10%(23) 15% (35) +12 students from neighborhoods w/ infrastructure improvements</p> <p>Car - Current/Anticipated change 29% (65) -15% -10vehicles</p> <p>Bus - Safety Bussed=0 Pre project: 0 Post project:</p> <p>Other – Sch bus= 51% (117 students) Explain:</p>
<p>2. School Name: Wood River Middle Sch.</p> <p>Total Students: 663 Fall Data Collection Students Survey 575 students</p> <p>Number receiving free lunch :</p>	<p>Walk - Current/Anticipated increase percentage and number 6% (37) Increase 5%= 35 students total 11% (72)</p> <p>Bike - Current/Anticipated increase percentage and number 12% (67) Increase 10%= 57 students total 22% (125 students)</p> <p>Car - Current/Anticipated change 30% (220) reduce 50 vehicles=23% of current through carpool, walk/bike, transit promotion and events</p> <p>Bus - Safety Bussed Pre project: Post project:</p> <p>Other - Explain:</p>

3. School Name:	Walk - Current/Anticipated increase percentage and number
Total Students:	Bike - Current/Anticipated increase percentage and number
Number receiving free lunch :	Car - Current/Anticipated change :
	Bus - Safety Bussed    Pre project:                      Post project:
	Other -                      Explain:

**Part 2 - Barriers** List the top **three** reasons why children can not safely walk and bicycle to this school  
Traffic volume and vehicle speeds in the school zone are a major barrier to walking and biking to Woodside Elementary  
Woodside Blvd is a major collector in the City of Hailey serving the entrance to Woodside elementary.

There is a cultural and language barrier to providing adequate educational outreach to Hispanic population (65% of students)

There is a lack of sidewalks beyond the 2 blocks at school entrance

**Part 3 - Current Efforts** What is currently happening to increase awareness about the need for SR2S at each school? Applicants previously funded must describe current projects in detail and/or attach their current School Travel Plan.  
See attached draft of Woodside Elementary School Travel Plan

**Section 4 – Project Goals**

**Part 1 – Goals** Describe the project's long and short term goals, and give details about the time frame being allowed for each.  
**Implement and Promote a comprehensive, progressive and affordable school transportation plan**  
**Minimize contribution to global warming through promotion and encouraged use of alternative transportation choices (walking, biking, carpooling, public and school bus)**  
**Improve overall health, safety and well being of Woodside Elementary students and the Hailey community at large**

**Part 2** - Describe the strategies being considered to reach these project goals.  
See School travel Plan page 8.

**Section 5 – Community Support** Building sustainable SR2S projects takes the commitment of a whole community.

**A - Advocacy** Are you aware of any type of advocacy efforts for bicycle and pedestrian related issues in your community? If yes, are these individuals involved in your project, and if yes, show how they are involved.  
MRTA, Citizens for Smart Growth, Papoose Club, Blaine County Rec District, Wood River Bicycle Coalition, St. Luke's Medical Center, Wood River YMCA, Scott USA, Sturtevant's, The Elephant's Perch, Backwoods Mountain Sports, Sun Summit Cycles, Sun Valley Co. are all cooperatively involved in advocating and promoting Walking and Biking as transportation choices. All local governments have included SR2S in their Transportation Master Plans. The Wood River Valley has been awarded the Silver Award for Bike Friendly Community by the League of American Cyclists. All of these organizations donate manpower, provide donations, actively participate in events and activities.

**B - Existing Policies** Are there existing bicycle and pedestrian policies or community based plans? If yes, provide details.  
City of Hailey Transportation Master Plan  
Ongoing- City of Hailey Advisory Committee for Complete Streets Design

**Section 6 – Engineering** Only projects that meet the environmental requirements of a Categorical Exclusion shall be considered. Refer to guidelines for tips on success for infrastructure projects.

**A – Proposed solution** Describe the project's proposed improvements to the infrastructure within two miles of the K-8 Grade school. Is this the only solution that was considered, and who was consulted? If the project involves utilities, canals or railroad please attach evidence of support, copies of agreements and details on who will pay for changes as a result of the project. Provide additional sidewalk along Woodside Blvd allowing more children a safe route for walking or biking to school.

**B – Routes** Will the project help establish shorter or more direct walking routes, or enhance existing routes? Have neighbors been informed about the project? Explain.

The route will provide a safe walking or biking environment separated from Woodside Boulevard.

A neighborhood meeting was held with Woodside Subdivision residents to discuss sidewalks, stop signs and traffic control in general.

**C – Congestion** Do you believe this project will help reduce motor vehicle congestion in the vicinity of the school? If Yes, show how, including information about how school bus and parent pick-up /drop-off policies and procedures will be affected by the project.

Fall 2008 (27%) thru winter 2009(43%) student surveys showed an increasing reliance on Family vehicles as the transportation choice at Woodside Elementary School. The shift was due to the seasonal impacts on the neighborhood infrastructure. Parents opted to put students on School Buses or Family Vehicles due to many reasons shown on page 7 of the School travel Plan. Biking to school declined from 10% to 1%- if 25-30 more students walk or bike to school year around there will be fewer cars in the school zone.

School Bus policy is not a topic of current discussions. Students are bused from less than ½ mile away.

## Section 7 – Pedestrian/Bicycle Safety and Skills Education

**A – Proposal** Describe the project's proposed educational efforts; include information about on-going efforts and what changes will be made.

MRTA will begin Bike Ed classes at Woodside Elementary in the Spring of 2009. All 3<sup>rd</sup>, 4<sup>th</sup>, and 5<sup>th</sup> grades will receive in-classroom education on an annual basis. Educational activities through SR2S Information Boards is an ongoing effort, Parent Workshops- Neighborhood Leader Development are scheduled annually.

**B – Training** Does your community plan to provide pedestrian safety and bicycle skills/safety training this year for students in Kindergarten through 8<sup>th</sup> grade? If so, when and what kind of activities are planned?

MRTA and local law enforcement members with LAB Instructor Certification conduct Bike and Pedestrian Safety Training to grades 3-5 at all elementary schools. The classes are scheduled in late March prior to the Spring Walk/Bike to School Month. Day 1 is inside- helmet fitting, ABC check and other activities that fit in 30 min class time. Day 2 is Skills training in the parking lot.

**C – Maps** Will maps showing preferred routes to school be created by the end of the project be distributed to students and parents? The attached Travel Plan has an aerial photo of Woodside El. School and the adjacent neighborhoods. MRTA and BCRD produce a Walk/Bike Guide highlighting preferred routes to school. The “Guide” is distributed at all schools. MRTA’s FY2010 & FY2011 Non-infrastructure applications include school specific map creation and distribution.

**D – Effectiveness** How will this project make children more comfortable or confident about walking and bicycling to school?

**E – Assistance** Does your school/community need additional assistance to help implement your SR2S education/encouragement program if funded? If so, describe additional assistance needed.

### Section 8 – Encouragement and Community Involvement

**A – Proposal** Describe the projects proposed encouragement efforts. Include information on current encouragement efforts. Spring and Fall events have been successful in the past and will continue through MRTA’s Non-infrastructure projects.

**B – Community** Describe the kind of encouragement activities being provided by community partners to encourage participation? PTA, Papoose Club, BCRD, BCSD and local businesses all provide giveaways, time, volunteer efforts to create fun, kid friendly events at the schools. MRTA’s Encouragement program includes monthly individual recognition and promotion at all participating schools. The Spring event has budgeted a grand prize of a kid’s mountain bike for each school. The bikes are provided at cost through local merchants. Hundreds of dollars of donations are provided at all events. The community is highly supportive of the SR2S program in the Wood River Valley.

**C – Law Enforcement** Describe how local law enforcement plans to participate encourage more students to walk or bicycle to school.

**D – Crossing Guards** Does the school have a crossing guard program? If not, will there be a program in place by the end of this project?

School utilizes Para-pros as the crossing guard on Woodside Blvd 7:30-8am 2:30-2:45pm

## Section 9 – Evaluation

NCSRTS Survey forms and instructions are located at [www.saferoutesinfo.org/Resources/Evaluation](http://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 pre-, mid- and post-project NCSRTS surveys, ITD quarterly progress reports, and a commitment to compile an Idaho School Travel Plan during the one or two-year program. I understand that failure to submit survey information and progress reports could result in the termination of the project. 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)

June 2010- Final

Sponsor's Authorized Representative's Signature

### 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) Must be signed by ITD District Environmental Planner.
- Concept report (ITD 0190 attached) Must be signed by ITD District SR2S Contact.
- Letters of Support from partners describing their roles and responsibilities
- Each document/form must have applicable signatures.
- Copies of agreements or letters of support from stakeholders (including utility companies or canals companies) affected by the proposed project.

## Section 10 – 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
Spring Event Prizes/Awards Hailey Schools	1. Bike and giveaways	\$1500	\$300	
Fall International Walk/Bike to school Day-Hailey Schools	2. Giveaways	\$1500	\$500	
Safe Route to School "Effort of the Month"	3. Gift Certificate- local merchant 8 months \$25/month	\$200	\$120	
Newsletter/Woodside/WRMS/Hail ey	4. Fall and Spring newsletter (\$400 each) production/copy/translation	\$800		
Woodside Map	5. Design/produce kid friendly SR2S map \$500 Distribute \$500	\$1000	\$200	
Wood River Middle School Travel Plan Development Task Force	6. 2-4 Meetings, materials,rentals copies/supplies	\$500		
Parent Workshop Woodside Neighborhood group formation	7. Twice annual Parent workshops on how to lead bike and walk groups (food, materials)	\$500	\$100	
	8.			
	9.			
	10.			
	11.			
	12.			
	<b>Totals</b>	<b>\$6000</b>	<b>\$1200</b>	

**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, SR2S Coordinator	Signature	Title
---	-----------	-------

**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	175	\$20.00	\$3,500		
3. Grading	170	\$25.00	\$4,250		
4. Drainage/Irrigation	2	\$5,000	\$10,000		
5. Permanent Signs or Displays					
6. Erosion/Pollution Control					
7. Utility/Sewer					
8. Pavement and Base	450	\$45.00	\$20,250		
9. Curb and Gutter					
10. Slope Protection					
11. Retaining Walls					
12. Pedestrian Crossing Signals and Illumination					
13. Striping					
14. Bicycle Storage Systems					
15. Footings/Foundations					
16. Electrical					
17. Barriers					
18. Concrete	650	\$50.00	\$32,500		
19. Inflation 5% per year			\$7,500		
20. Other (list) 15% Contingency			\$12,000		
<b>Totals (Maximum allowed \$100,000)</b>			<b>\$90,000</b>		

**Any cost overruns are the responsibility of the project sponsor.** It is recommended that a licensed engineer complete this estimate.

Printed Name Thomas Hellen	Signature	Title Public Works Director/City Engineer
-------------------------------	-----------	---

Section 11 – Forms

Environmental Evaluation (ITD 0654)



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

Date 3/30/09	District 4	Route #	City/County Blaine
Project Name Woodside Elementary Sidewalk Project		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 25		Design Year ADT DHV % Trucks Posted Speed 25
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"/> Enhance Accessibility for the Disabled/Safety                                   |
| <input type="checkbox"/> Maintain/Improve Traffic Flow              | <input checked="" type="checkbox"/> Enhance Pedestrian Safety and/or Capacity                            |
| <input type="checkbox"/> Time Savings                               | <input checked="" type="checkbox"/> Enhance Bicycle Safety and/or Capacity                               |
| <input type="checkbox"/> Increase Capacity                          | <input type="checkbox"/> Traffic Composition Enhancement (e.g., Truck Route, HOV Lane, Climbing Lane)    |
| <input type="checkbox"/> Reduce Congestion                          | <input type="checkbox"/> Visual/Cultural Enhancement (e.g., Landscaping, Historic Preservation)          |
| <input type="checkbox"/> Reduce Hazard(s)                           | <input type="checkbox"/> Environmental Enhancement (e.g., Air Quality, Noise Attenuation, Water Quality) |
| <input type="checkbox"/> Reduce Highway User Operating Costs        | <input type="checkbox"/> Economic Prudence (e.g., Repair Less Expensive than Replacement, B/C Ratio)     |
| <input type="checkbox"/> Other, List                                |  |

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"/> |

(ITD 0654 Rev. 1-08)

- |   | Yes                      | No                                  |  | Yes                      | No                                  |
|---|--------------------------|-------------------------------------|--|--------------------------|-------------------------------------|
| 9. Section 4(f) Lands-DOT Act 1966*<br>(i.e., Public Parks/Rec Areas/Trails,<br>Wildlife/Waterfowl Refuges, Wild or<br>Scenic Rivers, Historic Sites/Bridges,<br>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 type="checkbox"/> | <input checked="" 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

- A. The project does not individually or cumulatively have a significant adverse effect on the human environment (Categorical Exclusion)  23 CFR 771.117(c), i.e., Special and Programmatic  23 CFR 771.117(d), i.e., FHWA Approval
- B. There is insufficient information to support A above or no precedent exists. (Environmental Assessment)
- 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)

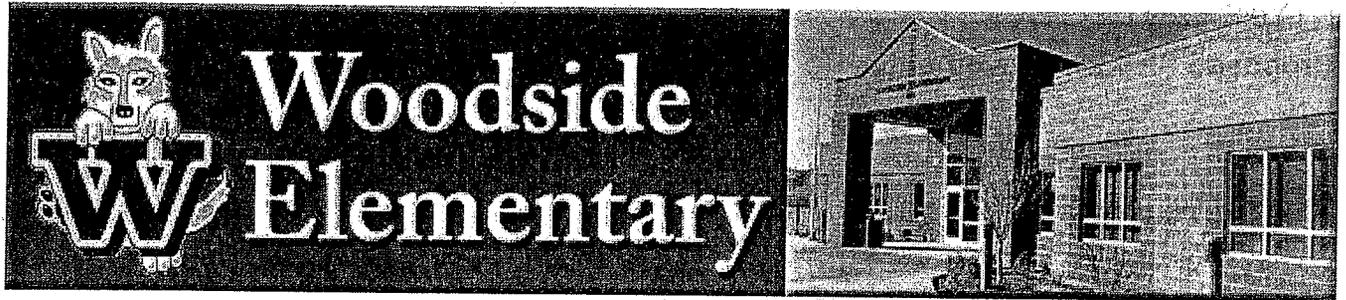
(ITD 0654 Rev. 1-08)

## Safe Routes To School (SR2S) Project Concept Report

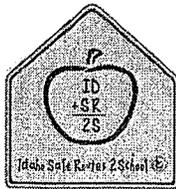
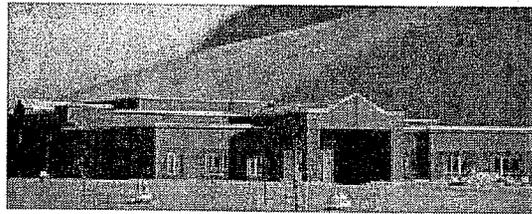
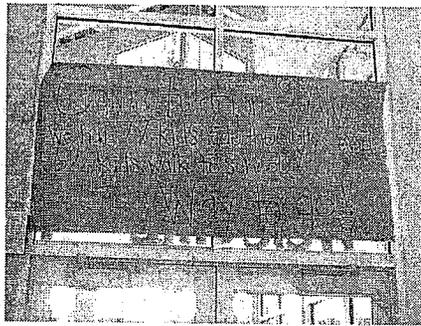


See instructions on page 2, or click on [Go to Instructions](#)

<b>1. Project Title</b> Woodside Elementary SR2S Sidewalk		<b>Location</b> Hailey, Woodside Blvd	
<b>Located on National Highway System</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		<b>Impacts Roadway Prism</b> (see instructions) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<b>2. Proposed SR2S Improvements</b>			
<input type="checkbox"/> Separated Pathway		<input checked="" 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) _____	
<b>3. Right-of-Way is Established</b> (if No, see instructions)			<b>4. Maps</b> (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
<b>5. Standards</b> <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) _____			
<b>6. Proposed Work</b> – 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 checked="" type="checkbox"/> Sidewalk
<input type="checkbox"/> Drainage	<input type="checkbox"/> Utilities (move/modify)	<input type="checkbox"/> Base	<input type="checkbox"/> Bridge
<input type="checkbox"/> Guard Rails	<input type="checkbox"/> Fence	<input type="checkbox"/> Bike Racks	<input type="checkbox"/> Benches
<input type="checkbox"/> Other (specify) _____			<input type="checkbox"/> Lighting
			<input type="checkbox"/> Surfacing
			<input type="checkbox"/> Striping
<b>7. Canal and/or Railroad Right-of-Way is Impacted</b> <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 _____			
<b>8. Americans With Disabilities Act (ADA) Improvements Planned</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
If Yes, provide site plans indicating location and graphics.			
If No, explain: _____			
<b>9. Signatures and Concept Report</b>			
ITD SR2S District Contact Name (Printed)		Signature	Date
Sponsor's Name (Printed)		Signature	Date
Concept Report Narrative (200 words or less)			



# WOODSIDE ELEMENTARY SCHOOL SCHOOL TRAVEL PLAN 2009-2011



# TABLE OF CONTENTS

<b>Introduction</b> .....	<b>3</b>
<b>Map</b> .....	<b>4</b>
<b>Research</b> .....	<b>5</b>
Community Involvement.....	5
School Survey Results.....	6
<b>Barriers to Walking and Biking.....</b>	<b>7</b>
<b>Action Plan</b> .....	<b>8</b>
Targets for Our Travel Plan	8
Current Achievements	8
<b>Work Plan Strategy</b>	<b>9</b>
<b>Monitoring and Review</b> .....	<b>10</b>
<b>Travel Plan Agreement</b> .....	<b>11</b>
<b>Appendix A: Photo Gallery</b>	<b>12</b>

# WOODSIDE ELEMENTARY SCHOOL

## INTRODUCTION

### Purpose of this School Travel Plan:

#### Goals:

- Implement and Promote a comprehensive, progressive and affordable school transportation plan
- Minimize contribution to global warming through promotion and encouraged use of alternative transportation choices (walking, biking, carpooling, public and school bus)
- Improve overall health, safety and well being of Woodside Elementary students and the Hailey community at large

#### Objectives:

- Increase number of students using non-motorized (walking, biking, etc) transportation for school related trips
- Reduce number of Family Vehicles in school zone by encouraging alternative transportation modes (carpooling, public transit)
- Minimize exposure to vehicle conflicts through comprehensive Street and intersection designs; visible school zone signage; pathway construction; Crosswalk painting; crossing guard training and parent
- Maximize Safe Routes to School funding for improving Infrastructure and Education and Encouragement projects and activities at Woodside Elementary such as: Provide adequate facilities for bike storage, Information outlets, Bike/Ped Safety Education Classes, Spring and Fall promotional events

### School Description:

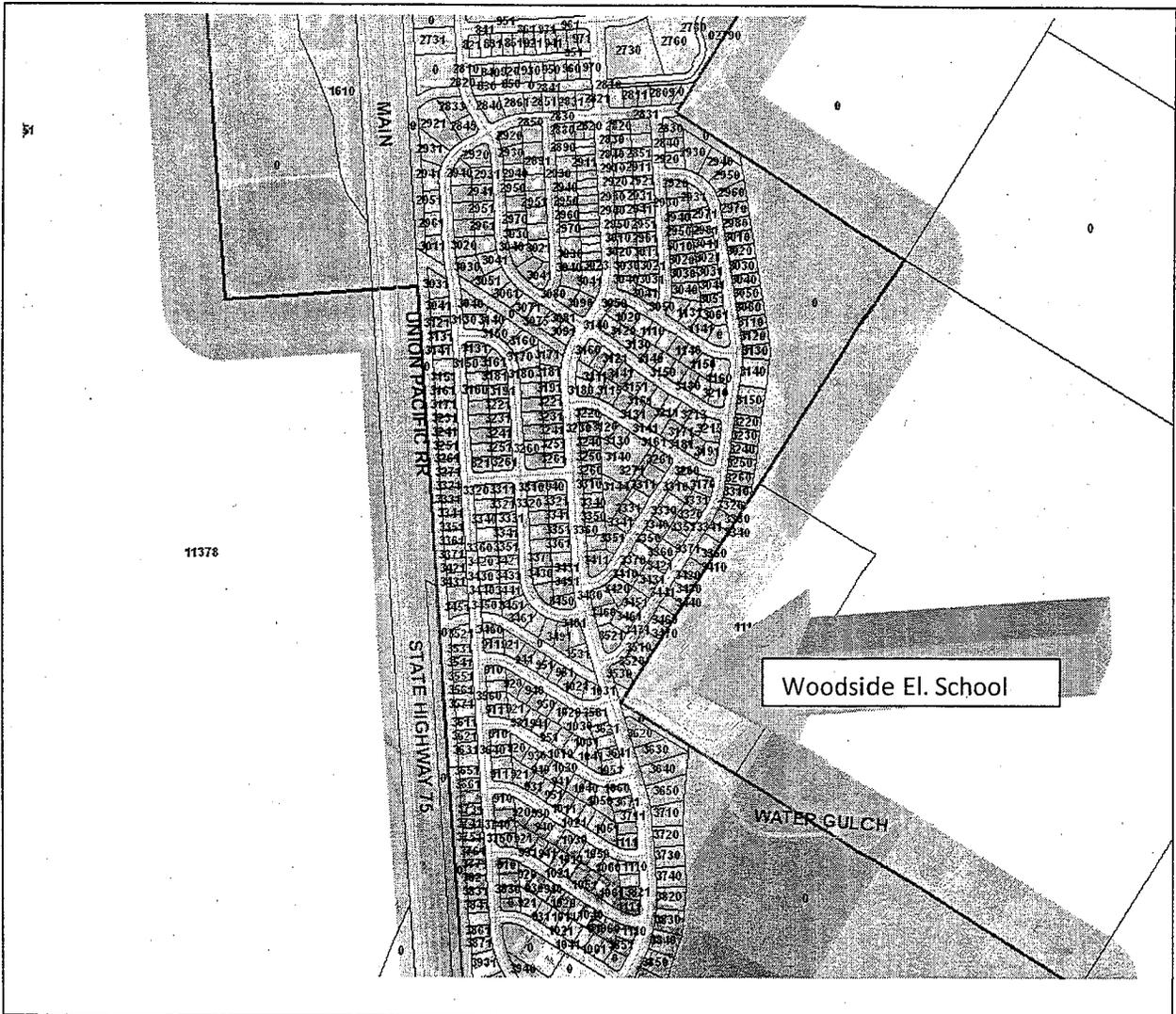
Blaine County Public School District of Idaho includes 5 Elementary Schools ; 2 Middle Schools ; and 2 High Schools with a total enrollment of 3380 students in the Fall of 2008.

Woodside Elementary School is located at 1111 Woodside Elem. Lane in Hailey, Idaho. WES is one block off of Woodside Boulevard and one-half mile from the Wood River Trail (Bellevue to Ketchum bike path)

- WES is the newest school in Blaine County. WES opened in September 2006 as a neighborhood school with a total attendance of 390 students in grades PreK-5
- School Hours: 8:00am-2:30pm Dual Immersion 7:50am-2:20pm
- The 65 staff members are led by Principal Gary St. George. School Secretary Andrea Jost and PE teach Craig Eastop are also active contacts for all E&E outreach activities.
- The PTA is active in all programs at Woodside Elementary School and many members are active in other civic organizations in the City of Hailey and Blaine County.

- No bike trains are organized and “dispersed” walking groups have been developing in surrounding neighborhoods. Biking is the preferred non-motorized transportation mode at WES. Heavily promoted events bring out the best of Woodside! Woodside won “Outstanding Achievement Award for 2007 International Walk or Bike to School Day” with 46% participation!
- 55% Hispanic student enrollment
- School buses transport 40-50% of the students depending on season.

**School Site- WOODSIDE ELEMENTARY SCHOOL 1111 Woodside El. Lane**



### Community Involvement in Safe Routes to School

Mountain Rides Transportation Authority and its predecessor organization, Wood River RideShare started a Safe Routes to School program at Woodside Elementary School on International Walk to School Day in October, 2005. As a result of this Kick-off event, Parent Surveys and Community input was collected through Workshops and outreach programs. These initial program assessments are the foundation for the developing Walk and Bike programs at Woodside Elementary School. Since 2005, a comprehensive Neighborhood Walk or Bike group campaign has been implemented to meet the needs of SR2S families in surrounding neighborhoods.

Parent Surveys have been collected and analyzed Annually (Fall & Spring). Results are shared with School Principal and Staff; School District Office; Parent Organizations; Hailey City Council and Staff.

City of Hailey staff, Planning and Zoning Commission and City Council have been involved in policies and projects related to Safe Routes to School since 2004. Early exposure to the principles of SR2S started with P&Z discussions of the Woodside Elementary Construction project. The history of "who builds sidewalks" in Hailey was a controversial topic. Blaine County School District installed 750 feet of sidewalks along Woodside Boulevard as part of the school construction.

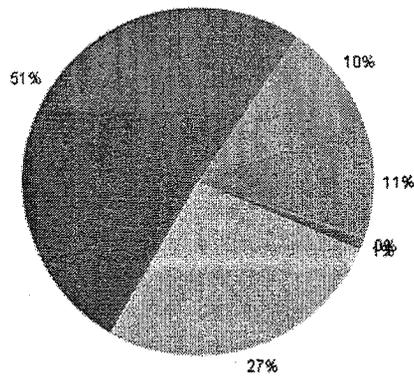
The City of Hailey was awarded a 2010 SR2S infrastructure project for \$71,500. This project funds pathway construction between Glenbrook Drive and Woodside Blvd. Ground breaking is to commence in the Summer of 2009. Parent Surveys, On-site monitoring and polling, and results from Parent Workshops indicate a continued priority for connectivity to the Wood River Trail System (2+ blocks from bike path to the school sidewalks).

**School Survey Results:**

The National Center for Safe Routes' Parent Surveys and Travel Behavior Surveys are used for evaluation of the SR2S performance. Parent and student surveys were conducted in Spring 2008, Fall 2008 and Winter 2009. Woodside Elementary is committed to meeting Idaho SR2S Evaluation efforts required in funded SR2S projects. Bilingual Parent surveys are distributed through the school (3 of 120 returned in Nov 08). These are some interesting details:

**2008 Fall Student Tally (September 16-18) 230 STUDENTS RESPONDED**

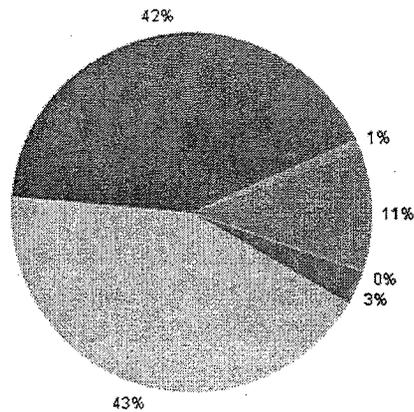
Walk Bike School Bus Family Vehicle Carpool Transit Other



**2009 Winter Student Tally (Feb 11-13) 129 STUDENTS RESPONDED**

Average number of students per day responding to in-class tally counts: **128.8**

Walk Bike School Bus Family Vehicle Carpool Transit Other



Parent Survey completed November, 2008 (45 of 368 surveys completed- 3 Spanish)

**Issues which Affect Parent's Decision to Allow or Not Allow Their Child to Walk or Bike to/from**

**School Separated by: Children who Do and Do Not Already Walk or Bike To/From School:**

Issue	Child walks/bikes to school	Child does not walk/bike
Distance	8 (57.1%)	12 (38.7%)
Convenience of driving	3 (21.4%)	3 (9.7%)
Time	3 (21.4%)	8 (25.8%)
Before/after-school activities	3 (21.4%)	2 (6.5%)
Traffic speed along route to school	3 (21.4%)	7 (22.6%)
Traffic volume along route	5 (35.7%)	12 (38.7%)
Adults to walk/bike with	2 (14.3%)	4 (12.9%)
Sidewalks or pathways	3 (21.4%)	5 (16.1%)
Safety of intersections & crossings	3 (21.4%)	5 (16.1%)
Crossing guards	3 (21.4%)	1 (3.2%)
Violence or crime	5 (35.7%)	12 (38.7%)
Weather or climate	7 (50.0%)	14 (45.2%)

**Recognized Barriers to Walking or Biking to School: SURVEY RESULTS**

- Woodside Elementary School is surrounded by streets that lack adequate amenities for walking or biking to school. Excluding the School property and one block in each direction on Woodside Blvd, there are no sidewalks, inadequate crosswalks, a lack of proper signage and minimal speed limit enforcement.
  - Results from Parent Surveys compiled in the and Fall of 2008 indicate a significant need for connectivity to the Wood River Trail to the east and access along Woodside Blvd to higher density housing to the north.
  - High traffic volume and traffic speeds within the school zone and adjacent neighborhoods are a safety concern for students walking or biking to school
  - Inclement weather, lack of daylight, snow removal and storage create a significant seasonal reduction in walking and biking participation Nov-April.
  - Lack of bicycle and pedestrian safety education by students, motorists, parents and the general public are a barrier.
  - 27-50% of Woodside Parents continue to chose the Family Vehicle as the preferred and convenient mode of transportation for Woodside Elementary trips- **THEREBY CREATING THEIR OWN TRAFFIC BARRIER.**
  - A language barrier does exist at Woodside Elementary School and in the surrounding neighborhoods. Outreach efforts have included *bilingual production* of all materials distributed, Spanish newspaper advertising and use of interpreters at PTA meetings, SR2S Parent Workshops.
- 7
- Lack of neighborhood champions and Parent involvement is a barrier

# Action Plan

## Targets for Woodside Elementary Travel Plan

- Reduce number of family vehicles in dropoff/pickup to 75 vehicles from Fall '08 average of 85 vehicles. Winter 2009/history= /115

2008/09 Fall average= 85 vehicles  
 2009 Spring goal=75 vehicles (-10)  
 2009/10 goal= 70 vehicles (-5)  
 2010/11 goal= 65 vehicles (-5)

Strategy: 1) Campaign, outreach and promotion of SR2S activities at the Drop-off. 2) Publicize car counts and promote the goal of 75 cars or less.

- Increase number of students biking to school on a regular basis (3 days/wk) by 12 students per season

2008/09 Fall Event= 76 biked 26% of attendance  
 Fall average for days monitored= 29 bikes  
 Spring Trip Tracking average 2008= 32  
 2009 Spring Event= GOAL 44  
 2009/10= 56

2010/11= 68 students biking to school  
 Strategy: Recognize and promote active participation by students through "Wolf Paw" certificates for "Good Citizenship"

- Increase number students walking to school on a regular basis (3 days/wk). During 2008/09 Fall Event = 62 walkers/ 13% of attendance Fall average for "average" days monitored= 28 students

- 2009/10= 50 students
- 2010/11= 60 students

Strategy: Promote, educate, and encouragement of walking to school. Utilize "Wolf Paw" Certificates-school drawings.

### Increase number of carpools at dropoff/pickup to 10 vehicles per year.

- Fall '08 average of 6 Carpool vehicles
- Spring 09= 10
- 2009/10= 15
- 2010/11= 20

Strategy: Survey and Identify neighborhoods with active carpools and high frequency of family vehicles. Promote Rideshareonline service at HES and BCSD.

### Increase participation in Bike and Pedestrian Safety Education programs:

- Program starts with 2009 Spring Classes
- 2010/11 +10% completion

### Develop and Increase Parent leaders for Neighborhood groups:

- Neighborhood workshops
- Parent outreach through PTO-attend monthly meetings

### Increase participation in Promoted SR2 S Events by 10%+/year

- 2007 FALL EVENT= 162=46%
- 2008/09 Fall event= 138= 39% (MORE CONTROLS)
- Goal: Spring TRIPS 2009=2500 trips! (2008=2025 trips recorded)
- Fall 2009= GOAL: 160 total participants
- Spring 2010=GOAL: 3000 TRIPS!

**Projects/Funding/Work Plan 2009/2011**

Task	Responsible Party	Cost	Funding Source	Target Date	Completion Date
<b>Woodside TravPln</b>	MRTA/BCSD/AdvCom	\$200	ITD 11505	3/31/2009	
<b>2009 Bike/Ped Ed Class</b>	MRTA	\$500	ITD 11505	3/26/2009	
Promote/Parent-students	Principal/staff				
design curric/lead class	MRTA	\$500	ITD 11505		
curriculum/space	PE Teachers				
<b>2009 Walk/bike Month</b>	BCSD, BCRD, MRTA	\$3/student	11505/Cities'07	4/22/2009	
Promote/Prizes-students	BCSD, BCRD, MRTA	\$1,800	11505/Cities'07	5/29/2009	
End of year tally/surveys	BCSD, MRTA	\$300	ITD 11505	5/10/2009	
<b>2009 Map/brochure</b>	MRTA/BCRD/	\$2,000	ITD 11505	5/15/2009	
<b>2009 Fall Event</b>	BCSD, BCRD, MRTA	\$2/student	ITD 11887		
Surveys/tallies 3Xyear	MRTA, BCSD	1000		Sep-09	
<b>2010 Bike/Ped Ed Class</b>	BCSD/MRTA				
<b>2010 Walk/Bike Month</b>	BCSD, BCRD, MRTA				
<b>2010 Infrastructure</b>	City of Hailey	\$71,500		summer 09	

## Monitoring and Review (Quarterly)

**Education-** MRTA, BCSD and partner organizations will provide necessary support and facilities to create a positive learning environment for Walking and Biking

**Encouragement-** All of the listed supporting partners will actively participate in encouragement activities and events as necessary to maximize positive outcomes

**Enforcement-** City of Hailey (traffic/speed)  
BCSD-Crossing guards selection and training

**Evaluation-** MRTA, BCSD, PTA, School Staff, volunteers as needed to monitor and collect surveys, traffic data, etc

**Engineering-** City of Hailey will construct SR2S Infrastructure connections that meet AASHTO standards and provide seamless connectivity throughout Hailey

## Travel Plan Agreement and Proclamation of Support

### **We support the development and successful implementation of the Woodside Elementary School Travel Plan.**

#### **Blaine County Public School District/School Principal-**

The Board of Trustees and The Superintendent of Schools encourages the School Principals and staff to continue to provide access to students and facilities for promotion of Safe Routes to School. Blaine County Schools have provided bulletin boards and space available for MRTA's SR2S Information Boards. Additionally, BCSD staff will assist with the required data collection for the SR2S projects (In classroom tallies, Parent surveys, and other necessary information gathering). BCSD schools and facilities are available for public outreach, meetings, training activities and assemblies. We recognize Safe Routes to School as an important community program and encourage students, parents and staff to participate on a regular basis. In 2010-2011, The BCSD will continue to promote and support the Education, Encouragement and Evaluation activities of Mountain Rides and the Engineering activities of the City of Hailey to construct and improve the infrastructure and amenities in school zones and in the adjacent neighborhoods.

**Mountain Rides Transportation Authority** - MRTA will provide personnel and leadership for all Education and Encouragement activities as the Blaine County SR2S Coordinating agency. MRTA will facilitate data collection for evaluation activities and promote utilization of Infrastructure projects as they are completed.

**Woodside Elementary School PTA-** pledges to provide a platform for outreach and parent recruitment at PTA meetings and functions such as the Back to School Picnic, Book Fair, etc

**City of Hailey:** 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. 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. City of Hailey staff and officials actively support development of SR2S infrastructure projects supporting Woodside Elementary School's SR2S efforts and events. City of Hailey Transportation Master Plan and Complete Streets Design Standards both include SR2S references, coordination and documentation.

**Papoose Club** in 2007 contributed funds for helmet distribution and strongly advocated and encouraged members to actively participate in Safe Routes to School programs. In 2008 we provided funding for four bike racks for schools in need of racks. In 2009 we will provide a financial donation to buy more bike or pedestrian safety items. Amount of contributions to be determined in the FALL of 2009. The Papoose Club recognizes the outstanding community support for Safe Routes to School projects and will promote member participation in all SR2S events and activities.

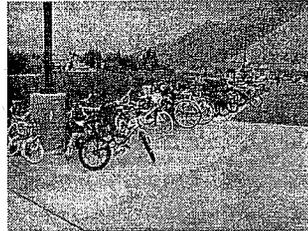
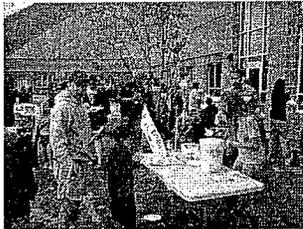
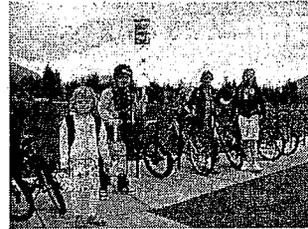
**Blaine County Recreation District** will encourage volunteers as manpower and resources at events including October Walk or Bike to School Day and other promotional events; Trail Ambassadors for School Assemblies as needed for Bike/Pedestrian Safety Education. BCRD will continue to share the cost of producing and distributing the Walk or Bike to School Guide & Map. Our facilities (including the Wood River Trail) are available for training and public outreach events.

**Hailey Police Department** will provide enforcement support and Bike/Pedestrian training through the departments School Resource Officer. Regular patrols through the neighborhoods and school zones are scheduled as manpower and resources permit. Our commitment to Safe Routes to School includes patrol and educational efforts at Wood River Middle School, Hailey Elementary School, Woodside Elementary School and Wood River High School.

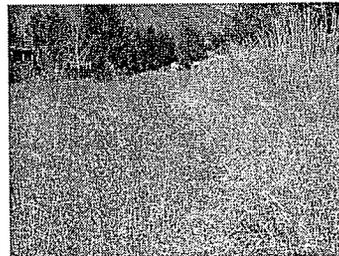
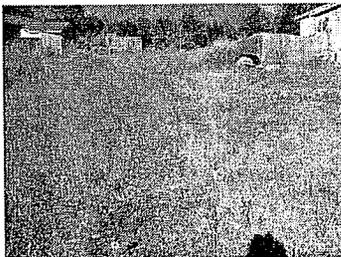
**Citizens for Smart Growth** continues to support the development and promotion of Safe Routes to School programs. SR2S programs are instrumental in the development of Master Transportation Plans for the City of Hailey and the City of Bellevue. MRTA is represented and actively participates on the City of Hailey Complete Streets Advisory Committee. The City of Hailey SR2S Infrastructure project is a vital ingredient to building a walkable and bikeable community.

**St. Luke's supports SR2S programs with the belief** that the safety and health of Blaine County children can be improved through education and encouragement of safe biking and walking to school. The 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.

**Appendix A Photo Gallery 2007 to Present**



**FY 2010 Infrastructure project: Neighborhood  
“path/connector” between Glenbrook and  
Woodside.**



AGENDA ITEM SUMMARY

DATE: 03/13/2009 DEPARTMENT: Finance & Records DEPT. HEAD SIGNATURE: \_\_\_\_\_

SUBJECT:

J. Alyson LLC  
Alcohol Beverage License Application

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

Approval of new beer and wine license for J. Alyson. Application has been approved by HPD.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS: Caselle # \_\_\_\_\_

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Approve J. Alyson alcohol beverage license application.

ADMINISTRATIVE COMMENTS/APPROVAL:

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

ACTION OF THE CITY COUNCIL:

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

FOLLOW-UP:

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

# ALCOHOL BEVERAGE LICENSE APPLICATION

RECEIVED  
MAR 12 2009

Check all below for which you are applying:

Liquor \_\_\_\_\_ \$562.50  
 Wine By the drink  \$200.00  
 Beer by the drink  \$200.00  
 Grocery sale of Wine \_\_\_\_\_ \$200.00  
 Grocery sale of Beer \_\_\_\_\_ \$50.00

New License   
 Renewal \_\_\_\_\_  
 Transfer \_\_\_\_\_

### CITY USE ONLY

Check No. _____	Amount Received: \$ _____
Cash Receipting No. _____	
State License No. _____	Exp. _____
County License No. _____	
Date Approved By Council: _____	
	City License No. _____
CHIEF OF POLICE	

Applicant Name: Julie Acker

Business Name: J. Anson LLC

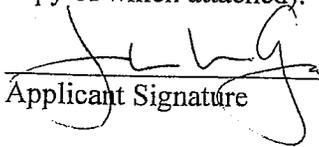
Business Physical Address: 11610 Airport Way

Business Mailing Address: Box 1716 Hailey, ID 83333

Business Phone Number: 208-578-2252

Property Owner (if different from applicant): Friedman Memorial Airport  
(Applicant must attach certified copy of lease showing that owner consents to sale of alcohol on premises)

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

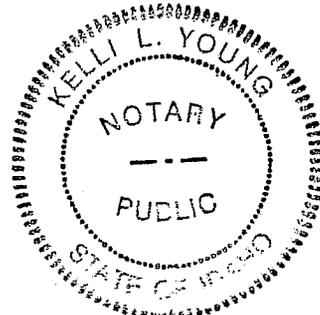
  
Applicant Signature

3/12/09  
Date

Subscribed and sworn to before me this 12 day of March, 2009

  
Notary Public OR City Clerk

Residing at: Julie Acker  
My Commission Expires 08-22-2011



PERSONAL AFFIDAVIT IN SUPPORT OF ALCOHOL BUSINESS LICENSE

RECEIVED MAR 12 2009

Full Name: Julie Gates

SSN: 923-86-3376 DOB: 7-22-1954

Business Address: 1616 Airport Way Business Phone: 208-578-2252

Home Address: 911 Forest Bend Home Phone: 208-788-9030

I am or will be: Sole Owner  Partner  Officer   
Director  Stock Holder  Manager

Do you have any direct or indirect interest in any other business for the sale of alcoholic beverages? Yes  No   
If yes, please explain: \_\_\_\_\_

Have you ever had an alcohol license denied, suspended or revoked? Yes  No   
If yes, please explain: \_\_\_\_\_

Have you within the last three (3) years been convicted of any violation in any of these United States relating to the importation, transportation, manufacture or sale of alcoholic liquor or beer? Yes  No

Have you within the last five (5) years been convicted of, paid a fine, been placed on probation, received a deferred sentence or withheld judgment, or completed any sentence of confinement for any felony? Yes  No   
If you answered yes to either of the above, please explain: \_\_\_\_\_

I have read all of the above, and declare under penalty of perjury that each and every statement made is true, and correct and complete.

Julie H. Gates  
Applicant Signature

Subscribed and sworn to before me this 12th day of March, 2009.

Lisa N. Emerick Residing at Hailey, Id. My Commission Expires 5/10/13  
Notary Public

LISA N. EMERICK  
NOTARY PUBLIC  
STATE OF IDAHO  
- 43 -

# State of Idaho

## Idaho State Police

Cycle Tracking Number: 39434

Premise Number: 5B-7472

Retail Alcohol Beverage License

License Year: 2009

License Number: 7472

This is to certify, that  
doing business as:

J Alyson LLC

J.Alyson

is licensed to sell alcoholic beverages as stated below at: 1610 Airport Way, Hailey, Blaine County

Acceptance of a license by a retailer shall constitute knowledge of and agreement to operate by and in accordance to the Alcohol Beverage Code, Title 23. Only the licensee herein specified shall use this license.

Liquor	No	Yes	\$20.00
Beer	Yes	Yes	\$0.00
On-premise consumption	No	Yes	\$0.00
Kegs to go	Yes	No	\$20.00
Restaurant	No	Yes	\$20.00
Wine by the bottle	Yes	Yes	\$40.00
Wine by the glass			
TOTAL FEE:			\$40.00



Signature of Licensee, Corporate Officer, LLC Member or Partner

J ALYSON LLC  
J.ALYSON  
BOX 1716  
HAILEY, ID 83333  
Mailing Address

License Valid: 03/06/2009 - 07/31/2009

Expires: 07/31/2009



Director of Idaho State Police

2009

BLAINE COUNTY  
STATE OF IDAHO

No. 127

### RETAIL ALCOHOLIC BEVERAGE LICENSE

THIS IS TO CERTIFY THAT \_\_\_\_\_ J. ALYSON LLC  
doing business as \_\_\_\_\_ J. ALYSON  
at \_\_\_\_\_ 1610 AIRPORT WAY, HAILEY, ID 83333

a(n) \_\_\_\_\_ LLC, is licensed to sell Alcoholic Beverages as stated below, subject to the provisions of Chapters 23-903 and 23-916 Idaho Code Annotated, and the laws of the State of Idaho, Municipal Ordinances, and the regulations of the Commissioner in regard to sale of Alcoholic Beverages and the resolution passed by the Commissioners of said County, on file in the office of the Clerk of the Board at the Blaine County Courthouse, Hailey, Idaho.

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

Draught and Bottled or Canned Beer	0.00
Bottled or Canned Beer to be consumed on premises	75.00
Bottled or Canned Beer not to be consumed on premises	0.00
Retail Liquor	0.00
Retail Wine	0.00
Wine by the Drink	100.00
Special Wine (Sunday)	0.00
<b>TOTAL FEE:</b>	<b>175.00</b>

Signature of Licensee or Officer of Corporation  
This license is TRANSFERABLE and EXPIRES 07/31/2009.  
Witness my hand and seal this 11th day of March, 2009.

*Arquid M'Clary* Chairman  
*Tom Bowman* Commissioner

*J. Alyson*  
Clerk of the Board of County Commissioners



