

Robin Crotty

From: Heather Dawson [heather.dawson@haileycityhall.org]
Sent: Tuesday, March 11, 2008 12:44 PM
To: 'Robin Crotty'
Subject: FW: Procedures Ordinance
Attachments: Procedures.doc

Robin – for public hearings, next meeting. HD

From: Ned Williamson [mailto:wlo@cox-internet.com]
Sent: Tuesday, March 11, 2008 11:49 AM
To: Dawson, Heather
Subject: Procedures Ordinance

Heather,

Here is the ordinance the Council discussed last night. I added the provision about Open Session for Public Concerns.

Ned

Ned C. Williamson, Esq.
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115 Second Avenue South
Hailey, Idaho 83333
Ph. (208) 788-6688
Fax (208) 788-7901

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HAILEY ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF HAILEY, IDAHO, AMENDING CHAPTER 2.04 OF THE HAILEY MUNICIPAL CODE ENTITLED PUBLIC HEARINGS, PROVIDING FOR PROCEDURES FOR REGULAR AND SPECIAL MEETINGS, CITY COUNCIL AGENDA, CONSENT AGENDA AND PUBLIC HEARINGS; BY PROVIDING FOR A SEVERABILITY CLAUSE; BY PROVIDING FOR A REPEALER CLAUSE; AND BY PROVIDING FOR THE EFFECTIVE DATE OF THIS ORDINANCE UPON PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW.

WHEREAS, the City of Hailey has adopted an ordinance, creating Chapter 2.04 of the Hailey Municipal Code, providing for procedures for public hearings;

WHEREAS, the Hailey City Council believes it prudent to establish procedures for regular and special meetings of the Hailey City Council, to establish a protocol for the City Council agenda, to create a consent agenda, and to revise the procedures for public hearings; and

WHEREAS, the Mayor and the City Council find that amendments to Chapter 2.04 of the Hailey Municipal Code will clarify the procedures of public meetings by the Hailey City Council and Planning and Zoning Commission.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF HAILEY, IDAHO, AS FOLLOWS:

Section 1. Section 2.04.010 of the Hailey Municipal Code is amended by the deletion of the stricken language and addition of the underlined language, as follows:

2.04.010 Procedures.

2.04.010.01 Regular Meetings. The Hailey City Council shall conduct at least one regular meeting each month in the City Council chambers at Hailey City Hall, 115 Main Street South, Hailey, Idaho.

2.04.010.02 Special Meetings. The Mayor of the City of Hailey, or one half (½) plus one (1) of the members of the Hailey City Council shall have the power to call a special meeting of the Hailey City Council.

2.04.010.03 City Council Agenda. The Mayor shall determine the agenda of all regular meetings and any special meeting, except for special meetings called by the Hailey City Council, in which case the Hailey City Council shall determine the agenda for the special meeting. The Agenda may consist of the following but not necessarily in the following order:

Open Session for Public Concerns

Call to Order

Consent Agenda

Proclamations and Presentations

Public Hearings

New Business
Old Business
Workshops
Staff Reports and Discussion
Council Reports and Discussion
Executive Session
Adjourn Meeting

2.04.010.04 Consent Agenda. The City Council and the Planning and Zoning Commission shall use the procedure of a "Consent Agenda" at its meetings. The Mayor or any City Council Member, or the Planning and Zoning Administrator, Commission Chair or Member, as the case may be, may request that an item be placed upon the Consent Agenda. The City Council or the Planning and Zoning Commission by single motion and vote may approve all items on the Consent Agenda. Prior to voting upon the Consent Agenda, the Mayor, any Council Member, Planning and Zoning Commission Chair or Member, or any staff member of the city, shall have the right to remove an item on the Consent Agenda, which item shall be discussed and decided upon separately at the meeting. Items to be included in a Consent Agenda may include approval of minutes, claims, findings of fact and conclusions of law, and contracts.

2.04.010.05 Public Hearings. A- If Idaho law or Hailey Ordinance requires a public hearing, the following procedure shall be followed with regard to all public hearings conducted by and before the eCity eCouncil and the pPlanning and zZoning eCommission:

1. City staff shall present an introduction and orientation;
2. The applicant or interested party shall be then afforded the opportunity to present and explanation of the application, request or other matter being considered by the City eCouncil or Planning and Zoning eCommission;
3. The members of the eCity eCouncil or Planning and Zoning eCommission shall then have the opportunity to direct questions to the applicant or interested party;
4. Public hearing shall then take place, members of the public being afforded the opportunity to be heard. The presiding officer shall have the discretion to set limits as to the time each individual may speak and/or the number of times each individual may speak. The presiding officer shall also have the authority to set an overall time limit for the entire public hearing;
5. After completion of all testimony and/or public comment, or at the conclusion of the time limit set for the public hearing, whichever shall first occur, the public hearing shall be closed;
6. The members of the eCity eCouncil or pPlanning and zZoning eCommission shall then have an opportunity to direct questions to the staff and/or the applicant or interested party;
7. The applicant shall be afforded a right to rebut any testimony or evidence presented as public comment;
8. A decision may then be rendered on the merits of the application or matter before the City eCouncil or Planning and Zoning eCommission, and shall be based either on written findings of fact and conclusions of law adopted by said body, or, at the discretion of the council or commission, proposed findings and conclusions may to be prepared by the staff or and

presented for adoption at the next meeting of the City eCouncil or Planning and Zoning eCommission; and

89. Any matter under consideration by the City eCouncil or Planning and Zoning eCommission may by a motion properly made, seconded, and passed, be tabled to a date uncertain or continued, upon a motion properly made, seconded, and passed, to a date certain, at which time the matter will be taken up again for action or decision.

B. 2.04.010.06 Robert's Rules of Order. All actions taken shall be pursuant to Robert's Rules of Order.

Section 2. Severability Clause. If any section, paragraph, sentence or provision hereof or the application thereof to any particular circumstances shall ever be held invalid or unenforceable, such holding shall not affect the remainder hereof, which shall continue in full force and effect and applicable to all circumstances to which it may validly apply.

Section 3. Repealer Clause. All Ordinances or Resolutions or parts thereof in conflict herewith are hereby repealed and rescinded.

Section 4. Effective Date. This Ordinance shall be in full force and effect after its passage, approval and publication according to law.

PASSED AND ADOPTED BY THE HAILEY CITY COUNCIL and approved by the Mayor this _____ day of April, 2008.

Richard L. Davis, Mayor
City of Hailey

ATTEST:

Heather Dawson, City Clerk

AGENDA ITEM SUMMARY

DATE: 3/24/2008

DEPARTMENT: Legal

DEPT. HEAD SIGNATURE: 

SUBJECT:

Blaine County Housing Authority Contract for Services

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

I am enclosing a proposed Contract for Services between Hailey and the Blaine County Housing Authority. After considerable discussion, the Housing Authority suggested some language that was briefly discussed by the Mayor and Council. I included the language in the enclosed draft and circulated the agreement to the Housing Authority. I believe the Housing Authority finds the enclosed agreement acceptable. 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)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Discuss the Contract for Services. If acceptable, make a motion to authorize the Mayor to sign.

FOLLOW-UP REMARKS:

CONTRACT FOR SERVICES

THIS CONTRACT FOR SERVICES ("Agreement") is made and entered into as of January 1, 2008, by and between the CITY OF HAILEY, IDAHO, a municipal corporation ("Hailey") and the BLAINE COUNTY HOUSING AUTHORITY, an Idaho housing authority ("BCHA") (Hailey and BCHA are collectively referred to as "Parties").

RECITALS

- A. Hailey is a municipal corporation duly organized and existing under the laws of the State of Idaho.
- B. BCHA is an Idaho independent public body, corporate and politic, duly organized and operating under the laws of the State of Idaho.
- C. BCHA has proposed to assist the City of Hailey with affordable housing product development, to act as a clearinghouse for information and delivery of affordable housing product, to generate and maintain community housing guidelines and monitor occupancy compliance.
- D. Pursuant to Idaho Code §§ 50-301 and 50-302, Hailey is empowered to enter into contracts and take such steps as are reasonably necessary to maintain the peace, good government and welfare of the City.
- E. Hailey has adopted zoning and subdivision ordinances that allow or require the construction of deed restricted community housing units. The deed restricted community housing units may be income based deed restricted units, workforce deed restricted units or other deed restricted units.
- F. The Parties have previously entered into a Contract for Services dated April 8, 2002 ("2002 Contract"), with a one year term and automatic annual renewals.
- G. The Parties wish to terminate the 2002 Contract and enter into a new contract for services.
- H. The Parties recognize that BCHA i) is a central and convenient clearinghouse for candidates for income based deed restricted units and that BCHA is capable of monitoring compliance of income based and workforce deed restricted units, ii) oversees regular updates of the Blaine County Housing Needs Assessment and is supportive of appropriate modifications of the collection, analysis and presentation of data to better understand and identify the changing or varying needs within the different communities within Blaine County, and iii) maintains and updates the Blaine County Housing Guidelines and that the Guidelines are based on the needs identified in the Blaine County Needs Assessment and that the Guidelines are intended to supplement city and county land use and building codes.
- I. Hailey intends to continue to grant BCHA an interest in all income based and workforce deed restricted units, and in any other units that are deed restricted.

J. Subject to the terms and conditions of this Agreement, the Parties desire to enter into this Agreement with BCHA providing certain services for the consideration set forth herein.

AGREEMENT

NOW, THEREFORE, IN CONSIDERATION of the above recitals which are incorporated below, and of the mutual covenants and agreements herein contained and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. 2002 Contract. The Parties agree that the 2002 Contract shall be mutually terminated by the Parties effective on the date of the execution of this Agreement by the Parties. The Parties agree that neither party is obligated to perform any further service or obligation under the 2002 Contract and that all payments under the 2002 Contract have been paid to BCHA.

2. Services Received. BCHA agrees to provide the following services to Hailey during the term of this Agreement:

- A. BCHA shall maintain a database of applicants for income based deed restricted units within Hailey.
- B. BCHA will be a resource for those residing in deed restricted housing to support success of the affordable housing programs.
- C. BCHA shall monitor and enforce compliance of income based deed restricted units at the time of each sale and every year thereafter, and on a complaint basis.
- D. BCHA shall enter into Notices of Intent to Sell for income based deed restricted units with applicable developers before a certificate of occupancy is issued for affordable units within a development. The Notices of Intent to Sell will allow the marketing of income based deed restricted units before the units are available for occupancy with the goal of reducing the period of non-occupancy.
- E. BCHA shall provide regular reporting in accordance with paragraph 5 of this Agreement.
- F. So long as provided for in a current Contract for Services with Hailey, BCHA shall monitor and enforce compliance of all deed restricted units other than income deed restricted units (*i.e.*, workforce deed restricted units or similar deed restricted units) at the time of each sale and every year thereafter, and on a complaint basis.
- G. BCHA shall act as a resource for sale and purchase of workforce deed restricted units subject to the Workforce Market Deed Restriction approved by the BCHA and City of Hailey. Specifically, BCHA will conduct a seminar for real estate brokers and agents, attorneys, title companies and other real estate professionals to describe the workforce deed restrictions and the procedures inherent in the purchase and sale of workforce and similar deed restricted units. BCHA may charge a fee to the attendees to cover charges for materials.

H. As may be requested, BCHA shall provide Hailey staff and/or officials with training and education relating to community housing and with information related to best practices regarding community housing and available resources for programs and services related to community housing, assistance with interpretation of the housing needs assessment and guidelines and input on development proposals related to the provision of community housing.

3. Term. The term of this Agreement shall commence on the 1st day of January, 2007, and shall terminate on the 30th day of September, 2008.

4. Consideration. In consideration for providing the services described in paragraphs 2(A) through 2(E) of this Agreement, inclusive, BCHA shall receive the administrative fee as specified in the income based deed from the proceeds of the sales price at the time of closing. Following the execution of this Agreement, Hailey agrees to require an administrative fee of percent (3%) of the gross sales price on all income based deed restricted units at the time of closing. In consideration for providing the services described in paragraphs 2(F), 2(G) and 2(H) of this Agreement, Hailey shall pay BCHA One Thousand and no/100's Dollars (\$1,000.00) per month, beginning January 1, 2008 and continuing on the first day of every month thereafter for the term of this agreement. In addition, Hailey has paid BCHA the sum of Six Thousand One Hundred Fifty and No/100's Dollars (\$6,150.00), receipt of which is hereby acknowledged, as reimbursement for expenses incurred and paid by BCHA in its review and preparation of the Workforce Market Deed Restriction approved by Hailey under Section 4.11.5.1.6 of Hailey's Subdivision Ordinance.

5. Reporting. The BCHA shall submit a written monthly report on the services funded through this Agreement. The report shall be delivered to the Hailey City Clerk on or before March 1, 2008, and continuing on the first day of every month thereafter. BCHA shall also provide to the Hailey City Clerk its annual audited financial statement and an annual report, no later than 180 days after the close of the BCHA fiscal year. In addition, BCHA shall present a semi-annual report to the Hailey City Council at a regular City Council meeting.

6. Termination. Notwithstanding any contrary provision of this Agreement, either party may terminate this Agreement effective upon ninety (90) days advance written notice to the other for any reason or no reason. In addition, the Parties agree that in the event BCHA fails, refuses or is unable to provide the services set forth hereinabove, the same shall constitute a default under the terms of this Agreement, and that Hailey shall have the power to terminate this Agreement upon two (2) days' advance written notice to BCHA. Furthermore, this Agreement shall be terminable by Hailey upon five (5) days' advance written notice if BCHA is adjudicated bankrupt, or subject to the appointment of a receiver, or has any of its property attached, or becomes insolvent, or is unable to pay its debts as the same become due.

7. Special Projects. The Parties anticipate that Hailey will need the assistance of BCHA to further interpret and analyze the housing needs assessment and revise Hailey standards to better respond to and address the housing needs of Hailey employers and residents and that it would be appropriate for the Parties to enter into an agreement specifying the scope of the services involving the needs assessment and ordinance revisions.

8. Miscellaneous Provisions.

A. Law Governing. This Agreement shall be governed by and construed in accordance with the laws of the State of Idaho.

B. Notices. Any notices permitted or required under this Agreement shall be deemed given upon the date of personal delivery or 48 hours after deposit in the United States mail, postage fully prepaid, return receipt requested, addressed to the Parties at the following addresses:

City of Hailey
115 S. Main Street, Suite H
Hailey, ID 83333

BCHA
Post Office Box 550
Hailey, ID 83333

or at any other address as any party may, from time to time, designate by notice given in compliance with this section.

C. Equal Employment Opportunity. BCHA covenants and agrees that it shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin.

D. Hold Harmless Agreement. Any contractual obligation entered into or assumed by BCHA, or any liability incurred by reason of personal injury and/or property damage in connection with or arising out of BCHA's obligations pursuant to this Agreement shall be the sole responsibility of BCHA, and BCHA covenants and agrees to indemnify and hold Hailey harmless from any and all claims or causes of action arising out of BCHA's activities and obligations as set forth hereinabove, including, but not limited to, personal injury, property damage and employee complaints.

E. Entire Agreement. This Agreement contains the entire agreement between the parties hereto and shall not be modified or changed in any manner, except by prior written agreement executed by the parties hereto. If any term or provision of this Agreement or application thereof shall be declared invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect.

F. Waiver. Failure of either party at any time to require performance of any provision of this Agreement shall not limit the party's right to enforce the provision, nor shall any waiver of any breach of any provision be a waiver of any succeeding breach of any provision or a waiver of the provision itself for any other provision.

G. Assignment. Except as otherwise provided within this Agreement, neither party hereto may transfer or assign this Agreement without prior written consent of the other party.

H. Attorney's Fees. In the event of any dispute with regard to the interpretation or enforcement of this Agreement, the prevailing party shall be entitled to recover

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

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

J. Agreement Binding. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

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

L. Counterparts. This Agreement may be executed in several counterparts and all so executed shall constitute one Agreement, binding on all the parties hereto even though all the parties are not signatories to the original or the same counterpart.

M. Remedies. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall not preclude nor waive its rights to use any or all other remedies. Any rights provided to the parties under this Agreement are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise. In the event of default, termination of this Agreement or dissolution of BCHA, Hailey shall have the right to demand that BCHA convey its interest in all income based deeds, workforce deeds or similar deeds to Hailey. In such an event of default, termination of this Agreement or dissolution of BCHA, Hailey shall have the right to pursue specific performance for the conveyance of BCHA's interest in the income based, workforce or similar deeds.

N. Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Agreement.

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

P. Amendment. This Agreement may be revised, amended, or canceled in whole or in part, only by means of a written instrument executed by the Parties.

Q. Interpretation. This Agreement shall be liberally construed in accordance with the general purposes of this Agreement and interpreted and enforced under the laws of the State of Idaho. No presumption shall exist in favor of or against any party to this Agreement as the result of drafting and preparing this Agreement. The headings in this Agreement are inserted for convenience and identification only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of the Agreement or any provisions of the Agreement.

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

BLAINE COUNTY HOUSING AUTHORITY CITY OF HAILEY

By _____
Executive Director

By _____
Richard L Davis
Hailey Mayor

ATTEST:

By _____
Hailey City Clerk

THE WOOD RIVER LEGACY PROJECT

RESTORING THE RIVER, CONNECTING COMMUNITIES

RECEIVED

MAR 18 2004

(HD) RD

Dear Landowner:

The Wood River Legacy Project was launched two years ago to restore needed streamflows in the Big Wood River and Silver Creek, while improving agricultural water delivery in the lower basin. **As an outgrowth of this project and starting this year, you and other basin water rights holders can now donate part or all of your water right back to the rivers, while protecting your right from forfeiture.**

You are invited to attend a public informational meeting on Tuesday, March 18th at the Community Campus in Hailey. Starting at 6:30pm, you can learn how the Legacy project works and about new options available to you as you plan for the upcoming irrigation season.

The Legacy Board, Idaho Rivers United, the state of Idaho, the 37/37M water district and all the counties and communities of the Big Wood Basin ask you to partner with us in restoring river flows and improving down basin delivery in the upcoming irrigation season.

During the meeting, we will explain how the Legacy Project operates and how it can benefit you. By participating in the project you can:

- Donate a water right for as little as *one year* to enhance in-stream flows in the Big Wood River and Silver Creek, while preserving your ownership for future use.
- Save time and the cost of application and irrigation infrastructure for the period of your water donation.
- Establish a temporary safe harbor for protecting water rights under protest.
- On permanent donations, obtain a valuable federal tax deduction (see your accountant and legal counsel for more information).

In addition, your participation in the Legacy Project can benefit your community and the state by:

- Stretching limited water supplies, keeping agriculture whole and maintaining historic aquifer recharge patterns in the Wood River Basin. And,
- Helping to reverse a century long trend of declining fish and wildlife populations in the Big Wood and Silver Creek by increasing stream flows.

- OVER -

- 116 -

As you'll learn at the meeting, participating is simple: You will be given a fact sheet on the project, explaining how it works, your options, and the procedures to follow. If you would like to make a donation you can fill out a very simple, one page application form. Your application will then be reviewed by the Water District 37/37M committee and the Idaho Department of Water Resources. If approved, your water right will be placed in a local water bank designed specifically for the Legacy Project.

Please note - you are not obligated to make a donation at the meeting!

If you are unable to attend this meeting or would like further information about donating water rights, please contact Legacy Project director Rich McIntyre at 208-309-1486 (richmcintyre@msn.com), Legacy Board chair Andy Munter at 208-726-8818 (andymunter@cox.net) or basin watermaster Kevin Lakey at 208-886-2451 (watermanager@cableone.net).

We hope to see you on March 18th, but if you are unable to attend, I'll be happy to meet with you at your convenience. Thank you for your time.

Sincerely Yours,

Rich McIntyre, Director
Wood River Legacy Project
208-309-1486