

AGENDA ITEM SUMMARY

DATE: 04/28/08

DEPARTMENT: Planning

DEPT. HEAD SIGNATURE: BL

SUBJECT: Annexation Application Review Agreement – Quigley Canyon

BACKGROUND:

Hailey Municipal Code Title 14, Annexation Procedures requires an applicant to pay for city staff time on an hourly basis, to review and comment on the application, to assist and prepare any fiscal impact required for an annexation and to prepare any necessary reports and findings. If the applicant fails to pay the city fees on a timely basis, the City is authorized to suspend or if deemed appropriate, terminate the processing of the annexation application.

The annexation application review agreement is attached for your consideration. The agreement has been review by the City Attorney.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS: Casele # _____

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

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

Staff Contact: _____ Phone # _____

Comments: _____

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Review and, if acceptable, approve the annexation application review agreement.

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)

Draft 12-30-03

ANNEXATION REVIEW AGREEMENT

MAR 21 2008

THIS ANNEXATION REVIEW AGREEMENT ("Agreement") is made and entered into this ____ day of January, 2008, by and between Quigley Green Owner LLC an Idaho LLC ("Developer"), and the City of Hailey, a political subdivision of the state of Idaho ("Hailey").

RECITALS

- A. The Developer is the owner of certain real property consisting of 1109 acres east of Hailey located in Blaine County, State of Idaho ("Real Property"), for which the Developer has submitted a request for annexation to Hailey for a subdivision consisting of residential lots under the name of Quigley Canyon ("Project"). At the time filing the request for annexation, the Developer submitted a non-refundable application fee in the amount of \$7,905.23. The application fee includes a base fee of \$1,250 plus \$15 per developable acre, for a total of \$7694.15 ("Application Fee") and an additional \$120 for three publications and \$91.08 for mailing costs.
- B. Pursuant to Chapter 14.01 of the Hailey Municipal Code, the Developer and Hailey must enter into an agreement in which the Developer will pay for city staff time on an hourly basis, to review and comment on the application, to assist in the preparation of and/or prepare any fiscal impact or related study required for an annexation, and to assist in the preparation of and/or prepare any necessary documents, agreements, ordinances, surveys, reports and findings ("Staff Services").
- C. In order for Hailey to properly consider whether to annex the Real Property and approve the Project, and the terms and conditions thereof, Hailey may deem it advisable and Developer agrees, for Hailey to retain independent professional consultants, services (including services by representatives of the Blaine County Housing Authority) and studies to assist and advise Hailey in long-range planning of land uses, infrastructure, services, finances, as well as the impacts, costs and mitigation of the proposed annexation and Project ("Consulting Services").
- D. The Developer is willing to fund such Consulting Services and Staff Services with the understanding that by accepting such financial assistance, Hailey is not contracting with or representing to the Developer that Hailey will ultimately decide to annex the Real Property or approve the Project.
- E. Subject to the terms and conditions of this Agreement, the parties desire to enter into this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the promises and agreements contained herein, the Developer and Hailey hereby agree as follows:

1. Annexation Review Costs and Fees.

(iii) long range planning, fiscal and needs analyses of city services, infrastructure and departments and analysis of demands, impacts, costs and mitigation thereof, including the fiscal impact conducted pursuant to Section 14.01.090(B) of the Hailey Municipal Code;

(iv) review by all applicable Hailey staff personnel with regard to the impacts of the Project on city services; and

(v) review of the community housing proposal by all applicable Hailey staff personnel and Blaine County Housing Authority.

E. Hailey shall provide the Developer copies of all invoices for the costs of all Consulting Services and invoices for Staff Services with a general itemization of the service performed and the time spent on the service paid from the account.

F. A scope of work for the Consulting Services shall be provided to Developer before submission to any third party consultant. Developer only has the right to comment on the scope of work. Once a third party consultant has been selected, Hailey shall provide to the Developer an estimate of costs for the third party consultant.

2. Direct Out-of-Pocket Costs. All costs of publication, copying, travel expenses, lodging and other direct out-of-pocket costs reasonably incurred by Hailey with regard to the requested annexation shall be paid for by Hailey from the Account.

3. Costs of Specific Applications. The amount paid by the Developer to Hailey under this Agreement shall be in addition to any sums required by the ordinances of Hailey to file, review and process any specific land use application, including without limitation, preliminary subdivision applications or permits for the Project or any portion thereof.

4. Miscellaneous Provisions.

A. 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.

B. Notices. Notice under this Agreement shall be in writing and shall be effective when actually delivered. If mailed, notice shall be deemed effective 48 hours after mailing as registered or certified mail, postage prepaid, directed to the other party at the address set forth below or such other address as the party may indicate by written notice to the other:

K. Facsimile. Facsimile transmission of any signed original document and retransmission of any signed facsimile transmission shall be same as delivery of the original.

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

M. Police Powers. Except as otherwise expressly provided herein, nothing contained herein is intended to limit the police powers of Hailey or its discretion in review of subsequent applications regarding development of the Real Property. This Agreement shall not be construed to modify or waive any law, ordinance, rule, or regulation not expressly provided for herein, including, without limitation, applicable building codes, fire codes, Hailey's Zoning Ordinance, Hailey's Subdivision Ordinance, and Planned Unit Development requirements for the Real Property.

IN WITNESS WHEREOF, the Developer and Hailey have executed this Annexation Review Agreement on the day and year first written above.

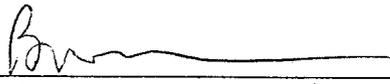
CITY OF HAILEY

By _____
Richard L. Davis, Mayor

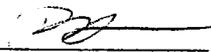
ATTEST:

By _____
~~Heather Dawson~~, City Clerk
MARY CONE

"DEVELOPER"
QUIGLEY GREEN OWNER LLC

By  _____
Barry Marcus

AGENDA ITEM SUMMARY

DATE: 4/28/08 DEPARTMENT: PW DEPT. HEAD SIGNATURE: 

SUBJECT: Motion to approve Alturas Partners request to waive construction work hour limits for repaving the Alturas Plaza parking area

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

In order to avoid conflicts with business hours Alturas Partners are requesting a waiver of the City ordinance prohibiting construction between 7pm and 7am. With minimal residences in the area it is recommended that this request be approved. Any necessary inspections by city personnel will be coordinated with the contractor for normal work hours.

*Normal noise ordinance times are: M-F 7am - 7pm
Sat. 8am - 7pm
Sun. 9am - 7pm*

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

ADMINISTRATIVE COMMENTS/APPROVAL:

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

ACTION OF THE CITY COUNCIL:

Date _____

City Clerk _____

FOLLOW-UP:

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

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

9.04.030 Noise. A. It is unlawful for any person to make, create, continue or cause to be made, created or continued, any loud or unnecessary noise, which noise disturbs or injures others within the limits of the city, or which adversely affects the comfort, health, peace or safety of others within the limits of the city.

B. The following acts are declared to constitute the making of loud, disturbing and unnecessary noises in violation of this section, but the enumeration contained in this subsection shall not be deemed to be exclusive:

1. Radios, Phonographs, Loudspeakers and Sound Amplifiers. The using, playing or operating, or permitting the playing, using or operating, of any radio, television, musical instrument, phonograph, loudspeaker, sound amplifier, or other machine or device for the production or reproduction of sound in such a manner as to disturb the peace, quiet and comfort of neighboring residents or inhabitants, including the projection of volume or sound louder than is necessary for the hearing of the person or persons in a building or vehicle in which such machine or device is operated. The operation of any such radio, television,

musical instrument, phonograph, loudspeaker, sound amplifier, or other machine or device in such a manner as to be plainly audible at a distance of fifty feet from the property line of any property where the same is located, or at a distance of fifty feet from any vehicle in which the same is located, shall be prima facie evidence of violation of this section, except for special events approved by the city administrator, i.e., Northern Rockies Folk Festival;

2. Building Construction, Alteration and Demolition. The construction, including excavation, of new buildings and the demolition, alteration or repair of any existing building, other than between the hours of seven a.m. and seven p.m. on weekdays and eight a.m. and seven p.m. on Saturdays and nine a.m. to seven p.m. on Sundays, except in cases where urgent necessity in the interest of public health and safety has been demonstrated to the city administrator;

3. Pile Drivers, Hammers, Etc. The operation of any pile driver, pneumatic hammer, derrick, ram, or electric hoist, the use of which involves loud or unusual noise, and blasting or any other use of explosives, other than between the hours of seven a.m. and seven p.m. Monday through Friday, except in cases where urgent necessity in the interest of public health and safety has been demonstrated to the city administrator;

4. Animals. The keeping of any animal under circumstances where resulting frequent or long, continuous noise disturbs the peace, comfort or repose of other persons in the vicinity where the animal is kept.

C. Penalties. Any person who violates any provision of this section shall, upon conviction, be guilty of a misdemeanor and shall be subject to a fine not exceeding three hundred dollars, imprisonment in the county jail for a period not exceeding thirty days, or both such fine and imprisonment. (Ord. 553 §§1--3, 1990)