

**AGENDA ITEM SUMMARY**

DATE: 5/28/08 DEPARTMENT: PW/Streets DEPT. HEAD SIGNATURE: 

**SUBJECT:** Painting traffic and bike lanes in Old Hailey and on Woodside Blvd.

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

**BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:** Repainting of the traffic lines and bike lanes is required on an annual basis. The attached is the contract to accomplish this task. Total bid is \$19,855.64 which includes repainting all existing stripping in Old Hailey and on Woodside Blvd. The \$2,625 reduced scope shown on the attachment is due to a new paint machine purchased this year which allows the Street Dept to do more of our own painting, both more efficiently and with lower paint costs than our previous machine did. These cost savings will recoup the cost of the new machine in less than 3 years.

**FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:** Caselle # \_\_\_\_\_  
Budget Line Item # 100-40-41403 YTD Line Item Balance \$ \_\_\_\_\_  
Estimated Hours Spent to Date: \_\_\_\_\_ Estimated Completion Date: \_\_\_\_\_  
Staff Contact: Tom Hellen Phone # 788-9830 ext. 14

**ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS:** (IFAPPLICABLE)

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

**RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:**

Approval of contract.

**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)



4850 Henry Street  
Boise, Idaho 83709

PAVEMENT MARKINGS NORTHWEST, INC.

Office: (208) 388-8858  
Fax: (208) 433-8828

PROPOSAL AND CONTRACT

TO: CITY OF HAILEY

PROJECT:  
CITY OF HAILEY ROAD STRIPING 2008

DATE: 22-May-08

Name: KELLEY

Phone #: 788-4221

FAX #: 788-3686

CELL 309-1365

BID DATE: 4/30/2008

BID TIME 2:00 PM OREGON CCB# 147785, NEVADA 52861, IDA 14891-B-4(36,42)

JOB	DESCRIPTION	EST.	UNIT	UNIT PRICE	PRICE
	OLD TOWN EXISTING				
1	8" FOG LINE	3308	LF	\$0.130	\$430.04
2	4" FOG LINE	18000	LF	\$0.100	\$1800.00
3	NO PASS DOUBLE YELLOW	9948	LF	\$0.200	\$1989.60
<del>4</del>	<del>STENCILING BIKE SYMBOLS ARROWS</del>	<del>33</del>	<del>EA</del>	<del>\$25.000</del>	<del>\$825.00</del>
5	MOBILIZATION	1	EA	\$1050.000	\$1050.00
	OLD TOWN NEW				
6	4" FOG LINE	41200	LF	\$0.100	\$4120.00
7	NO PASS DOUBLE YELLOW	22020	LF	\$0.200	\$4404.00
	WOODSIDE BLVD ROAD STRIPING				
8	8" FOG LINE	26400	LF	\$0.130	\$3432.00
9	NO PASS DOUBLE YELLOW	13150	LF	\$0.200	\$2630.00
<del>10</del>	<del>STENCILING BIKE SYMBOLS ARROWS</del>	<del>72</del>	<del>EA</del>	<del>\$25.000</del>	<del>\$1800.00</del>

SPECIAL NOTES:

1. TRAFFIC CONTROL PROVIDED BY OTHERS
2. ASSUMES PAVEMENT CLEAN, DRY, AND READY FOR PAINT
3. MOBILIZATION IS FOR ONE TRIP ONLY, ADDITIONAL MOBILIZATIONS ARE AT PER ITEM ABOVE.
4. DOES NOT INCLUDE REFERENCING OF MARKINGS. SURVEY BY OTHERS.
5. LINES BASED ON 4" X 1' = 1 LF. UNLESS OTHERWISE NOTED FOR PAINT AND OBLITERATION.

TOTAL: \$19,855.64  
\$22,488.64

- 1) All material & work is guaranteed to be as specified. Plans and specifications are a part of this proposal. All agreements and warranties expressed or implied are only as attached in written form. Any alterations or deviations from project specifications involving extra costs, or any additional quantities, will become an additional charge over and above attached specifications.
- 2) Bonding is available but not included. Add 2.5% for bonding.
- 3) Full payment is due and owing on completion of work. Progress payments will be made for work if completed in stages. Interest will be charged at 1.5% per month or 18% A.P.R. for delayed payments. All expenses PMN, INC. incurs in the collection of monies due will be reimbursed to PMN, INC., including attorney & consultant fees.
- 4) Retention not to exceed that withheld by Owner. Full payment upon completion of above work.
- 5) Price is based on nothing preventing PMN, INC. from full production. No Standby is included in price. Standby at \$275.
- 6) This Proposal binding for 30 days, only if written notice of use by General Contractor is given within 48 hrs of bid opening. PMN, INC. then reserves, for 48 hrs after receipt of such notice, the right to review for bid error.
- 7) This proposal assumes all right-of-way, licenses, permits, fees, etc. are authorized & paid by Owner/General.
- 8) THIS PROPOSAL IS SUBMITTED IN GOOD FAITH BASED ON THE UNDERSTANDING THAT IT WILL BE HELD CONFIDENTIAL BY THE GENERAL CONTRACTOR AND/OR OWNER. THE PRICES AND/OR WORK WILL NOT BE SHOPPED OR PEDDLED, EVEN TO MEET QUOTAS.

PAVEMENT MARKINGS NORTHWEST, INC.  
4850 HENRY ST. BOISE, ID. 83709  
(208) 388-8858 (208) 433-8828 FAX

I have reviewed, understand and accept the above prices, terms and conditions. The described work is hereby authorized on the terms offered.

GREGORY E HARP

By: 

BY: \_\_\_\_\_

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

Date: \_\_\_\_\_

THIS PROPOSAL & ALL ATTACHMENTS ARE BEING SUBMITTED BASED ON THE UNDERSTANDING THAT ALL WILL BE HELD FULLY CONFIDENTIAL BY THE CUSTOMER & OR OWNER. THIS PROPOSAL AND ALL DATA REMAINS THE PROPERTY OF PMN, INC. AND MAY NOT BE COPIED OR DISCLOSED.

## FINDINGS OF FACT, CONCLUSIONS OF LAW AND DECISION

On May 19, 2008, the Hailey City Council considered the application by Jim Bradley of Bradley Construction North, Inc. for Final Plat approval of Winterhaven Condominiums, Phase IV. The Council, having been presented with all information and testimony in favor and in opposition to the proposal, hereby makes the following Findings of Fact, Conclusions of Law and Decision.

### FINDINGS OF FACT

#### Notice

Notice for the public hearing was published in the Wood River Journal and mailed to property owners within 300 feet on April 9, 2008.

#### Application

Jim Bradley of Bradley Construction North, Inc., represented by Brain Yeager of Galena Engineering, has submitted an application for final plat approval of Phase IV of Winterhaven Condominiums, an 18 unit residential condominium project located on Winterhaven Drive, south of Moonlight Drive. Phase IV consists of six units in three buildings, Units 7 through 12. The total land area of Phase IV is 0.7 acres. As the application submitted is for a condominium project, the ground under and around the units would be owned and maintained by the condominium association.

#### Procedural History

The Planning and Zoning Commission held a public hearing on this application on March 15, 2004 and conditionally approved the preliminary plat. A concurrent Design Review application was submitted for this multi-family project. The Commission considered the Design Review application on March 15th and April 5, 2004, granting conditional approval on April 5, 2004. The City Council granted conditional preliminary plat approval on April 12, 2004. On July 19, 2004, the Council granted approval of an amended preliminary plat, allowing for the phasing of the project. The phasing agreement was amended on November 8, 2004, allowing for four phases instead of three and again on August 31, 2005, postponing the timing of the phasing. The timing of Phase IV is within the parameters of the phasing plan, which is as follows:

#### **Timing of Phases**

<u>Phase</u>	<u>Start Date</u>	<u>Duration</u>
I.	November 15, 2004	4 months
II.	Not later than September 1, 2005	12 months
III.	Not later than September 1, 2006	12 months
IV.	Not later than September 1, 2007	12 months

Phase IV construction, according to the current phasing plan, includes:

- i) Three (3) buildings.
- ii) A roadway and driveway to access each building.
- iii) All landscaping associate with the three (3) buildings.

The total lot coverage is 21% for all four phases. All four (4) phases of the subject property reside on 2.09 acres (91,040 square feet) and the total building footprint for all four (4) phases is 19,400 square feet.

- i. **Riparian Setback. Unless otherwise provided for herein, all permanent buildings and structures shall have a one hundred foot (100') wide Riparian Setback from the Mean High Water Mark of the Big Wood River. Removal of live vegetation or excavation within the Riparian Setback is prohibited, except for any tree that has been recommended for removal by a certified arborist, in writing, because the tree has been found to potentially endanger the resident(s) of the property on which it is located or any member of the public, or has become hazardous to any street, alley or other public right-of-way or public utility, or because the removal of a tree would substantially improve the health of other trees on the property. Pruning of trees and planting of riparian trees, shrubs and ground cover within the Riparian Setback are allowed, provided however, that all plantings conform to the criteria for evaluation in Section 4.10.7.2(k) of this Ordinance. Where the application of the one hundred foot (100') Riparian Setback and other applicable setbacks will result in a building site of one thousand (1000) square feet or less, the Riparian Setback may be reduced to such an extent that the building site is one thousand (1000) square feet; provided however, the Riparian Setback shall not be less than fifty feet (50').**

This standard is not applicable to the subject property.

## **SECTION 3 – PROCEDURE**

### **3.3 Final Plat Approval.**

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

The Council conditionally approved of the preliminary plat on April 12, 2004. At the applicant's request, on July 19, 2004, the Council approved to amend the preliminary plat approval, subjecting the application to a phasing agreement. The final plat for Phase IV has been submitted in accordance with the phasing agreement.

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

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

## **SECTION 4 – DEVELOPMENT STANDARDS**

**governmental entities having jurisdiction shall be complied with by Condominium developments.**

Upon meeting proposed conditions of approval, the proposed application does not appear to conflict with other provisions.

**7.6 Conversion. The conversion by subdivision of existing units into Condominiums shall not be subject to Section 4.10 of this Ordinance.**

The units are new construction and were not existing units; therefore, they are subject to Section 4.10 of this Ordinance. The Council has accepted voluntary cash contributions in-lieu of Park land dedication and Park Improvements. A total of \$35,189.75 is due with each phase before or at the time of issuing a building permit. In-lieu contributions have been received for all four (4) phases.

### **CONCLUSIONS OF LAW AND DECISION**

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

1. Adequate notice, pursuant to Section 3 of the Hailey Subdivision Ordinance, was given for the public hearing.
2. Upon compliance with the conditions noted below, the application substantially meets the standards of approval set forth in the Hailey Subdivision Ordinance.
3. The application for Final Plat, dated March 18, 2008 is approved by the Hailey City Council, with the following conditions:
  - a) The final plat submitted for recordation shall include plat notes 1 through 6 as stated on the proposed final.
  - b) The association shall be responsible for payment of utilities. Billing and utility payment information shall be addressed in the Condominium Declarations.
  - c) Detailed plans for all infrastructure to be installed or improved at or adjacent to the site shall be submitted for Department Head approval and shall meet City Standards where required.
  - d) All Fire Department and Building Department requirements shall be met. At this time, these requirements include, but will not be limited to the following:
    - All addresses must be visible from Winterhaven Drive, and the unit numbers must be visible from the driveway.
    - Driveways must be posted for no parking
  - e) Issuance of permits for the construction of buildings within the proposed subdivision shall be subject to Section 2.9 of the Subdivision Ordinance, requiring certain improvements.

## CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the \_\_\_\_\_ day of \_\_\_\_\_, 2008, I served a true and correct filed copy of the within and foregoing document upon the parties named below, in the manner noted:

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

Jim Bradley  
Bradley Construction North, Inc.  
P.O. Box 41  
Hailey, ID 83333

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

Brian Yeager, Galena Engineering  
317 River Street North  
Hailey, ID 83333

CITY OF HAILEY

By \_\_\_\_\_  
Becky Mead, Administrative Assistant

## SECURITY AGREEMENT (CUTTERS SUBDIVISION)

THIS SECURITY AGREEMENT (Cutters Subdivision) ("Agreement") is made and entered into this 22 day of May, 2008, by and between Old Cutters, Inc. an Idaho corporation, whose mailing address is P.O. Box 4944, Ketchum, Idaho, 83340 (hereinafter referred to as "Developer"), and the City of Hailey, Idaho, a municipal corporation, (hereinafter referred to as "Hailey").

### RECITALS

A. Developer intends on constructing a restroom and a covered picnic shelter ("Improvements") on the park within the Cutters Subdivision. Developer did not believe it was required to obtain design review for the Improvements because Hailey reviewed these Improvements as part of the applications for annexation and preliminary and final plats for the Cutters Subdivision.

B. Developer is prepared to pour concrete foundations, footings and slabs for the Improvements immediately but will not be able to obtain design review approval until June 2, 2008, at the soonest.

C. Developer requests that Hailey allow the pouring of the concrete for the Improvements before the application for design review approval is heard and is willing to post security for the removal of the concrete if the concrete is not consistent with any design review approval.

### AGREEMENT

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

1. Security. Developer, simultaneously with the execution of this Agreement, deposits with Hailey cash in the amount of ONE THOUSAND AND no/00 DOLLARS (\$1,000.00), as security for the complete removal of the concrete poured for the Improvements upon the terms and conditions set forth herein. The cash shall be held by Hailey in lieu of the Owner filing or depositing other security with Hailey.

2. Time of Performance. Developer shall completely remove the concrete poured for the Improvements if Developer does not receive design review approval for the Improvements on or before two months from the date of this Agreement, and Hailey may, in its sole discretion, use the \$1,000.00 security to complete the removal of the Improvements or any portion thereof and return the site to its original condition.

3. Remedies. In the event Developer fails or refuses to complete the Improvements or any portion thereof on or before two (2) months from the date of this Agreement, Hailey shall have the right, but not the obligation, to use the \$1,000.00 security to remove the concrete poured for the Improvements or any portion thereof and to return the site to its original condition. In

case of default by Developer, if the total cost of the removal of the concrete poured for the Improvements is less than the \$1,000.00 security, Hailey agrees to return to Developer the unused portion of the posted security. However, if the cost of the removal of the concrete poured for the Improvements is greater than the amount of the posted security, Developer agrees to reimburse and hold harmless Hailey for any and all additional costs and expenses incurred by Hailey associated with the removal of the concrete poured for the Improvements.

4. Release. In the event Developer obtains design review approval for the Improvements and is able to use the concrete poured for the Improvements, Hailey shall release the posted security, upon request by Developer and notification by the Building Inspector that the concrete poured for the Improvements have been installed according to any design review approval, applicable ordinances, regulations, plans and specifications, and that the same has been inspected and approved by the Building Inspector.

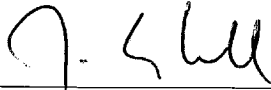
5. Permits and Inspection Fees. Developer is responsible for and shall receive all necessary building and zoning permits and pay any and all fees incurred by the Building Inspector in providing services associated with the inspections necessary to confirm completion of any or all of the concrete poured for the Improvements

6. Assumption of Risk. Developer acknowledges and agrees that it is assuming any and all risk associated with the pouring of the concrete for the Improvements before design review approval and that it shall not proceed with any further construction, other than the pouring of the concrete and necessary incidental work such as backfilling, until design review approval for the Improvements is granted and any other necessary permits are obtained.

7. Relationship of Parties. This Agreement is not a guarantee that design review for the Improvements will be approved so that the concrete poured for the Improvements can be used. This Agreement is not intended nor shall it be construed as a third party beneficiary contract or creating any third party beneficiary rights.

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

DEVELOPER  
Old Cutters, Inc., an Idaho corporation

By   
John Campbell, its president

CITY OF HAILEY, IDAHO

By \_\_\_\_\_  
Rick Davis, Council President



1377

**OLD CUTTERS INC.**

P.O. BOX 4944  
KETCHUM, ID 83340  
(208) 578-3636

**MOUNTAIN WEST BANK**  
KETCHUM, IDAHO 83340  
92-7195-1231

5/22/2008

PAY TO THE ORDER OF City of Hailey

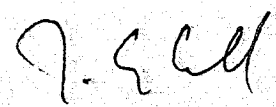
\$ \*\*1,000.00

One Thousand and 00/100\*\*\*\*\*

DOLLARS

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

MEMO Picnic Shelter and Restroom - Park



⑈001377⑈ ⑆123171955⑆31080001834⑈

Details on front Security Features Included MP

**OLD CUTTERS INC.**  
City of Hailey

5/22/2008

1377

Park- Restroom and Picnic Shelter Permit Fee

1,000.00

Mountain West Bank Picnic Shelter and Restroom - Park

1,000.00