

AGENDA ITEM SUMMARY

DATE: 6/28/2010

DEPARTMENT: Legal

DEPT. HEAD SIGNATURE: \_\_\_\_\_

**SUBJECT:**

Idaho Power Franchise Ordinance No. 1057

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

**BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:**

I am enclosing a proposed franchise ordinance for Idaho Power. The existing franchise ordinance will expire June 30, 2010. Under Idaho law, Hailey has to publish a proposed franchise ordinance and then hold a public hearing 30 days after the introduction of the ordinance. Thereafter, changes can be made to the ordinance only if the changes are more favorable to the city. The ordinance has been introduced and published for 30 days (*This ordinance was published May 19, 2010*). The Council has previously reviewed the ordinance before it was published. In that meeting, the mayor and council in a 3 to 2 vote elected to seek a 1% franchise fee and a 10 year franchise. For your information, the 1% franchise fee will presently generate about \$45,000 per year. Idaho law was recently revised to allow a franchise fee up to 3% upon a vote or with the consent of the franchisee. Idaho Power will agree to a franchise fee of 3%, but in such an event, Idaho Power would like a longer franchise term of 20 years.

Following the last meeting, Idaho Power and staff have worked on a master plan which contemplates the replacement of non-compliant luminaries on 100 street poles over a four year period. I have enclosed a redlined version of the proposed ordinance which shows the additional language needed for the master plan. Mariel has drafted a separate master plan and is providing an agenda summary which discusses some of the associated costs of the replacement. A franchise fee can certainly be viewed as a source of revenue to make the lights compliant.

Ned

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

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

**RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:**

Discuss the major components of the franchise, including the fee, term and master plan provisions. Make a motion to approve Hailey Ordinance No. 1057, as presented or as modified, to waive three readings, to read by title only and to authorize the mayor to sign.

**FOLLOW-UP REMARKS:**

## HAILEY ORDINANCE NO. 1057

AN ORDINANCE OF THE CITY OF HAILEY, IDAHO IN ACCORDANCE WITH IDAHO CODE §§ 50-328, 50-329 AND 50-329A GRANTING A FRANCHISE TO IDAHO POWER COMPANY, AN IDAHO CORPORATION, AND TO ITS SUCCESSORS AND ASSIGNS, TO CONSTRUCT, MAINTAIN AND OPERATE IN AND UPON THE PRESENT AND FUTURE STREETS, HIGHWAYS AND OTHER PUBLIC PLACES WITHIN THE CORPORATE LIMITS OF THE CITY OF HAILEY, IDAHO, ELECTRIC UTILITY PROPERTY AND FACILITIES FOR SUPPLYING ELECTRICITY AND ELECTRIC SERVICE TO THE CITY, THE INHABITANTS THEREOF, AND OTHERS FOR A TERM OF TEN YEARS, INCLUDING THE NONEXCLUSIVE RIGHT TO PHYSICALLY LOCATE AND MAINTAIN TELEPHONE, CABLE, FIBER OPTICS OR OTHER COMMUNICATIONS FACILITIES; SETTING FORTH AN AGREEMENT NOT TO COMPETE AND RESERVING POWER OF EMINENT DOMAIN; PROVIDING FOR THE PAYMENT OF FRANCHISE FEES; AND SPECIFYING OTHER LIMITATIONS, TERMS AND CONDITIONS GOVERNING THE EXERCISE OF THE FRANCHISE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE; AND PROVIDING FOR THE EFFECTIVE DATE OF THIS ORDINANCE UPON PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW.

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

SECTION 1. The City of Hailey, Idaho (hereinafter called the "City") hereby grants to IDAHO POWER COMPANY, an Idaho corporation, and to its successors and assigns (hereinafter called the "Grantee") the nonexclusive right (subject to the rights of the City set forth in Section 15 hereof), privilege and franchise for a period of ten (10) years from and after July 1, 2010, however, with the right to amend by mutual agreement in accordance with Section 16, to construct, maintain and operate in and upon the present and future streets, alleys, highways and other public places within the corporate limits of the City, electric utility property and facilities for supplying electricity to the City, and the inhabitants thereof, and to persons and corporations beyond the limits of the City, including the nonexclusive right to physically locate and maintain telephone, cable, fiber optics or other communications facilities of the Grantee or other parties, (provided, that Grantee shall comply with the City's requirements for cable system franchises) all subject to the terms and conditions hereinafter specified. In the case of annexation of property to the corporate limit, such area will be considered under this agreement, upon effective date of the annexation, subject to Section 10 hereof. All such electric utility property and facilities now maintained by the Grantee within the streets, alleys, highways and other public places within the corporate limits of the City shall be deemed covered by this ordinance as provided herein.

SECTION 2. All of the Grantee's electric property and facilities in and upon the present and future streets, alleys, highways and public places within the corporate limits of the City shall be constructed and at all times maintained in good order and condition and in accordance with standard engineering practices and all applicable safety codes and lawful governmental regulations, including all applicable state and federal regulations and all construction standards

presently in effect by the Idaho Public Utilities Commission or adopted by that Commission during the term of this franchise agreement. The City shall have authority at all times, in furtherance of the safety, convenience and welfare of the public, to control by appropriate regulations the location, elevation and manner of construction and maintenance of the Grantee's electric property, lighting and facilities on the City streets, alleys, highways and public places, subject to the requirements of any state or federal laws, rules and regulations and the jurisdiction of the Commission applicable thereto, and the Grantee shall at all times conform to such laws, rules and regulations.

SECTION 3. Upon request of the City, the Grantee shall relocate its facilities as necessary within the present and future streets, alleys, highways and other public places owned by the City. The City shall have no responsibility for the costs of such relocations. The Grantee shall bear the cost of relocating its facilities at the City's request, unless the facilities are to be relocated for the benefit of a third party, in which case the third party shall pay the costs of relocation. In the event federal, state or other funds are available in whole or in part for utility relocating purposes, the City shall apply for such funds and the Grantee will be reimbursed to the extent any such funds are actually obtained. Whenever the Grantee upgrades or modifies its facilities located within the public rights-of-way for its own purposes, all costs of the work associated therewith shall be the sole responsibility of the Grantee.

SECTION 4. It shall be lawful for the Grantee to make all needful or convenient excavations and/or installations in any of the present and future streets, alleys, highways and other public places within the corporate limits of the City for the purpose of erecting and maintaining the posts, poles, towers, or other supports for its wires or for the purpose of laying, maintaining and operating conduits, vaults and wires and other conductors underground for the purpose aforesaid, or to repair and improve such electric power and light system and to extend the same; provided that when the Grantee or any person or corporation under the authority of this franchise, shall disturb any of said streets, alleys, highways or other public places for the purposes aforesaid, he, it or they shall restore the same to good order and condition as soon as practicable and without unnecessary delay and failing to do so after five days' notice from the City, or its duly authorized officer or officers, then the City may place said street, alley, highway or public place in such condition at the cost and expense of the Grantee, and said Grantee will forthwith pay the full cost and expense thereof upon demand of the City. All facilities constructed under this ordinance shall be placed and maintained at such places and positions in or upon such public ways and public places as shall not interfere with the passage of traffic and shall conform to all applicable laws, rules and regulations. Grantee shall secure a permit for any opening it shall make in the streets, alleys and public places in the City (except in cases of emergencies), and shall be subject to all applicable ordinances, subject to the requirements of any state or federal laws, rules and regulations, and the jurisdiction of the Commission.

SECTION 5. The City shall have the right and privilege to string and maintain wires for its internal communications for its fire, police, airport and other services upon the poles and other facilities erected and maintained by the Grantee hereunder, subject to the rules and regulations of the Idaho Public Utilities Commission. The City shall string, maintain and operate such wires at its own expense, risk and responsibility, and in accordance with all legal requirements and good engineering practices and in such manner as not to impose any additional

expense upon Grantee of its said poles and facilities. Any such wires of the City shall be subject to interference by the Grantee only when necessary in the maintenance, operation or repair of the Grantee's own fixtures, wires, facilities and appurtenances.

SECTION 6. The Grantee shall at all times indemnify, defend and hold the City, its officers, employees and agents, harmless from any and all claims, demands, causes of action, suits, losses, liabilities, damages, costs and expenses, including attorney fees arising from or by reason of any willful, intentional or negligent act or omission of the Grantee, its agents, assigns, representatives or employees, in the construction, operation or maintenance of any of the Grantee's electric utility property or facilities.

SECTION 7. Upon acceptance of this franchise by Grantee and before Grantee shall have any rights hereunder, the Grantee shall file with the City Clerk a Certificate of Insurance evidencing General Liability Insurance which covers claims for Bodily Injury, Property Damage and Personal Injury. Such insurance shall have minimum limits of \$1,000,000 per occurrence. The City of Hailey shall be named as an "Additional Named Insured" under Grantee's insurance policy. Should the minimum limits of insurance as set forth herein be increased above \$1,000,000, pursuant to the Idaho Tort Claims Act (Idaho Code Section 6-901 *et. seq.*) or any similar legislation, the Grantee shall be required to provide the City with a new Certificate of Insurance evidencing the higher limits upon the City's request.

SECTION 8. When necessary, in order to permit any duly authorized person or move any building or other structure across or along any street, alley, avenue, boulevard, or public place within the City, the Grantee shall temporarily raise or remove its wires, fixtures and appurtenances upon such street, alley, avenue, boulevard, thoroughfare or public place, upon seventy-two (72) hours written notice in advance from such person, such notice to bear the approval of such official as the City may designate, as such time and in such manner as may be necessary reasonably to accommodate such moving, consistently with the maintenance of proper service to the Grantee's customers; provided, however, that the cost to the Grantee of such temporary raising or removal and of any interruption of the Grantee's service to its customers caused thereby, shall first be paid or satisfactorily secured to the Grantee by the owner or mover of such building or other structure.

SECTION 9. The electric service to be furnished to the public hereunder, and all rates and charges therefore, and all regulation of the Grantee hereunder, shall at all times be subject to all rules, regulations and orders that may be lawfully prescribed by the Idaho Public Utilities Commission or by any other governmental authority now or hereafter having jurisdiction over such matters. During the term of this franchise, Grantee shall at all times assure that customers within the City have access to customer service from the Grantee as required by the Idaho Public Utilities Commission.

SECTION 10. If authorized by formal adoption of city resolution, as compensation for the right, privilege and franchise hereby granted, Grantee agrees to pay to the City on or before the 30<sup>th</sup> day of January, April, July and October, an amount equivalent to one percent (1%) of Grantee's "gross revenues" for the preceding calendar quarter. For purposes of this Section, "gross revenues" shall mean the amount of money billed by the Grantee for the electricity it sells

within the corporate limits of the City to customers, less uncollectibles. The City shall provide appropriate information to the Grantee to allow the Grantee to identify which of its customers are located within the corporate limits of the City for purposes of paying franchise fees. Grantee shall not be responsible for any failure to pay franchise fees which results from deficiencies in such information provided by the City. In the event the City annexes a new area into its corporate limits, the terms of this Section 10 regarding franchise fees shall not apply to the annexed area until sixty (60) days after the City has supplied the Grantee with appropriate information for the identification of the Grantee's customers within the annexed area.

The Grantee's franchise fee payment obligations hereunder shall commence with the start of the Grantee's first full billing cycle following the effective date of this ordinance; provided, that the Grantee must first receive approval from the Idaho Public Utilities Commission for the collection of the franchise fee in the rates charged by Grantee.

All sums which become delinquent shall accumulate interest at the statutory rate provided in Idaho Code § 28-22-104(1), as amended. The accrual of interest is not intended to waive or in any manner restrict the City's ability to elect any procedures or method of collection permissible by law to enforce all the terms and conditions of this ordinance or the franchise agreement. In addition, where the City determines by audit, financial statement or other method, that Grantee has underpaid franchise fees and where payment was not received by the City within the quarter owed, the Grantee may be required to pay all fees and interest due on the total amount owed. Such franchise fee shall be listed as a separate item on the customer's utility bill.

SECTION 11. The City shall have the right during the term of this franchise agreement to increase the franchise fee hereunder up to three percent (3%), by obtaining the consent of the Grantee or the approval of a majority of voters of the City voting on the question at an election held in accordance with chapter 4, title 50, Idaho Code. Any such vote to increase the franchise fee hereunder shall provide that the increased franchise fee will apply to any electric service provider (other than the City) who utilizes the City's streets, alleys or other public places to provide electrical service within the City, during the term of this franchise agreement.

SECTION 12. The Grantee shall keep accurate books of account of the collection of the franchise fees for a period of not to exceed three years hereunder and the City shall have the right to inspect the same at all times during business hours, and from time to time audit the same for the purpose of determining gross revenues under Section 9, above.

SECTION 13. The franchise fees paid by the Grantee hereunder will be in lieu of and as payment for any tax or fee imposed by the City on the Grantee by virtue of its status as a public utility including, but not limited to, taxes, fees or charges related to easements, franchises, rights-of-way, utility lines and equipment installation, maintenance and removal during the term of this franchise agreement.

SECTION 14. The Grantee shall have the right and privilege, insofar as the City is able to grant the same, in accordance with National Arborist Association standards, of the pruning of all trees which overhang the present and future streets, alleys, highways and other public places within the corporate limits of the City, in such a manner and to such extent as will prevent the

branches or limbs or other parts of such trees from touching or interfering with its wires, poles and other fixtures and equipment; provided, however, that no tree shall be pruned or cut back farther than may be reasonably necessary to prevent such interference and to allow the proper operation and maintenance of line poles and fixtures. However, except in an emergency, no pruning shall be undertaken without giving the occupant of the adjacent property written or oral notice that such pruning will be performed.

SECTION 15. In consideration of Grantee's undertaking hereunder as evidenced by its acceptance hereof, the City agrees not to engage in the business of providing electrical services during the life of this franchise or any extension thereof in competition with the Grantee, its successors and assigns. Grantee acknowledges that the City maintains and operates a hydroelectric facility in Indian Creek and may construct and operate solar and wind electrical generators, which Grantee agrees would not constitute a violation of the City's covenant herein, so long as the City does not use such facilities to provide electrical service to Grantee's customers, other than through the sale of wholesale power to Grantee. Nothing herein contained shall be construed or deemed to prevent the City from exercising at any time any power of eminent domain granted to it under the laws of the State of Idaho. The City shall not grant a franchise to another electric service provider during the term of this franchise agreement unless the electric service provider has received approval to provide electrical service within the City from the Idaho Public Utilities Commission, and the City has imposed the same franchise fee on the electric service provider as paid by the Grantee.

SECTION 16. In the event of an amendment to the laws, rules or regulations of the City of Hailey, the State of Idaho or the Public Utilities Commission of Idaho applicable to this franchise, or for the periodic review of any section of this agreement, the terms of this franchise and the rights and privileges hereby conferred may be changed, altered, amended or modified upon mutual agreement between the City and the Grantee. In all cases, 60 days notice shall be required on the part of the City or Grantee to reopen the Agreement pursuant to this section.

SECTION 17. Any violation by the Grantee of the provisions of this ordinance, franchise and grant or any material portions thereof or the failure promptly to perform any of the provisions thereof shall be cause for the forfeiture of this franchise and grant and all rights hereunder by the City after sixty (60) days' written notice to the Grantee and the continuance of such violation, failure or default; however, this provision shall not prevent the Grantee from submitting such question of violation or forfeiture to the appropriate forum (which may include the district court having jurisdiction or the Idaho Public Utilities Commission) for determination.

SECTION 18. Sale, assignment or lease of this franchise is prohibited without notification of the City, in which case the successor shall be bound by all the terms and conditions of this franchise.

SECTION 19. The Grantee shall not install any luminaires during the term of this franchise that light the public right of way without first receiving approval for any such application by the Hailey Lighting Administrator. All existing and future lighting owned and operated by the Grantee shall comply with Article VIII B, Outdoor Lighting, of the Hailey Zoning Ordinance No. 532 and as amended. A street lighting master plan approved by the City

Council on June 28, 2010 ("Master Plan") and as amended, provides a maintenance schedule and retrofit plan for all existing lights owned and operated by the Grantee that do not conform to Article VIII B. The Master Plan includes, but is not limited to, 1) a schedule for work done by the Grantee, 2) the replacement by the Grantee of noncompliant luminaires with full cut-off luminaires when a lamp or lighting ballast requires maintenance or replacement, and 3) a list of preferred action plans for the retrofits, to be determined by the Council and reflected in an amended Master Plan upon receipt of more information from the Grantee on cost and fees associated with the preferred actions. All fees associated with the work specified in the Master Plan shall reflect the Idaho Public Utilities Commission's Schedule 41, Street Light Service, and as amended.

SECTION 20. The Grantee shall assume the cost of publication of this franchise as such publication is required by law.

SECTION 21. The Grantee shall within thirty (30) days after final passage of this ordinance, file with the City Clerk its acceptance of this franchise in writing signed by its proper officers and attested by its corporate seal.

SECTION 22. 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 23. All Ordinances, including Hailey Ordinance No. 753, or parts thereof in conflict herewith are hereby repealed and rescinded.

SECTION 24. This Ordinance shall be in full force and effect on July 1, 2010, and after its passage, approval and publication according to law.

PASSED AND ADOPTED by the Council of the City of Hailey this 28<sup>th</sup> day of June, 2010.

ATTEST

\_\_\_\_\_  
Richard L. Davis, Mayor  
City of Hailey

\_\_\_\_\_  
Mary Cone, City Clerk

(Seal)

ACCEPTANCE

IDAHO POWER COMPANY, as the franchisee, accepts the franchise set forth in the above Ordinance and agrees to abide by the terms and conditions thereof.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

IDAHO POWER COMPANY

ATTEST

By \_\_\_\_\_  
Dan Minor  
Executive Vice President – Operations

\_\_\_\_\_  
Secretary

(Seal)

## HAILEY ORDINANCE NO. 1057

AN ORDINANCE OF THE CITY OF HAILEY, IDAHO IN ACCORDANCE WITH IDAHO CODE §§ 50-328, 50-329 AND 50-329A GRANTING A FRANCHISE TO IDAHO POWER COMPANY, AN IDAHO CORPORATION, AND TO ITS SUCCESSORS AND ASSIGNS, TO CONSTRUCT, MAINTAIN AND OPERATE IN AND UPON THE PRESENT AND FUTURE STREETS, HIGHWAYS AND OTHER PUBLIC PLACES WITHIN THE CORPORATE LIMITS OF THE CITY OF HAILEY, IDAHO, ELECTRIC UTILITY PROPERTY AND FACILITIES FOR SUPPLYING ELECTRICITY AND ELECTRIC SERVICE TO THE CITY, THE INHABITANTS THEREOF, AND OTHERS FOR A TERM OF TEN YEARS, INCLUDING THE NONEXCLUSIVE RIGHT TO PHYSICALLY LOCATE AND MAINTAIN TELEPHONE, CABLE, FIBER OPTICS OR OTHER COMMUNICATIONS FACILITIES; SETTING FORTH AN AGREEMENT NOT TO COMPETE AND RESERVING POWER OF EMINENT DOMAIN; PROVIDING FOR THE PAYMENT OF FRANCHISE FEES; AND SPECIFYING OTHER LIMITATIONS, TERMS AND CONDITIONS GOVERNING THE EXERCISE OF THE FRANCHISE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE; AND PROVIDING FOR THE EFFECTIVE DATE OF THIS ORDINANCE UPON PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW.

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

SECTION 1. The City of Hailey, Idaho (hereinafter called the "City") hereby grants to IDAHO POWER COMPANY, an Idaho corporation, and to its successors and assigns (hereinafter called the "Grantee") the nonexclusive right (subject to the rights of the City set forth in Section 15 hereof), privilege and franchise for a period of ten (10) years from and after July 1, 2010, however, with the right to amend by mutual agreement in accordance with Section 16, to construct, maintain and operate in and upon the present and future streets, alleys, highways and other public places within the corporate limits of the City, electric utility property and facilities for supplying electricity to the City, and the inhabitants thereof, and to persons and corporations beyond the limits of the City, including the nonexclusive right to physically locate and maintain telephone, cable, fiber optics or other communications facilities of the Grantee or other parties, (provided, that Grantee shall comply with the City's requirements for cable system franchises) all subject to the terms and conditions hereinafter specified. In the case of annexation of property to the corporate limit, such area will be considered under this agreement, upon effective date of the annexation, subject to Section 10 hereof. All such electric utility property and facilities now maintained by the Grantee within the streets, alleys, highways and other public places within the corporate limits of the City shall be deemed covered by this ordinance as provided herein.

SECTION 2. All of the Grantee's electric property and facilities in and upon the present and future streets, alleys, highways and public places within the corporate limits of the City shall be constructed and at all times maintained in good order and condition and in accordance with standard engineering practices and all applicable safety codes and lawful governmental regulations, including all applicable state and federal regulations and all construction standards

presently in effect by the Idaho Public Utilities Commission or adopted by that Commission during the term of this franchise agreement. The City shall have authority at all times, in furtherance of the safety, convenience and welfare of the public, to control by appropriate regulations the location, elevation and manner of construction and maintenance of the Grantee's electric property, lighting and facilities on the City streets, alleys, highways and public places, subject to the requirements of any state or federal laws, rules and regulations and the jurisdiction of the Commission applicable thereto, and the Grantee shall at all times conform to such laws, rules and regulations.

SECTION 3. Upon request of the City, the Grantee shall relocate its facilities as necessary within the present and future streets, alleys, highways and other public places owned by the City. The City shall have no responsibility for the costs of such relocations. The Grantee shall bear the cost of relocating its facilities at the City's request, unless the facilities are to be relocated for the benefit of a third party, in which case the third party shall pay the costs of relocation. In the event federal, state or other funds are available in whole or in part for utility relocating purposes, the City shall apply for such funds and the Grantee will be reimbursed to the extent any such funds are actually obtained. Whenever the Grantee upgrades or modifies its facilities located within the public rights-of-way for its own purposes, all costs of the work associated therewith shall be the sole responsibility of the Grantee.

SECTION 4. It shall be lawful for the Grantee to make all needful or convenient excavations and/or installations in any of the present and future streets, alleys, highways and other public places within the corporate limits of the City for the purpose of erecting and maintaining the posts, poles, towers, or other supports for its wires or for the purpose of laying, maintaining and operating conduits, vaults and wires and other conductors underground for the purpose aforesaid, or to repair and improve such electric power and light system and to extend the same; provided that when the Grantee or any person or corporation under the authority of this franchise, shall disturb any of said streets, alleys, highways or other public places for the purposes aforesaid, he, it or they shall restore the same to good order and condition as soon as practicable and without unnecessary delay and failing to do so after five days' notice from the City, or its duly authorized officer or officers, then the City may place said street, alley, highway or public place in such condition at the cost and expense of the Grantee, and said Grantee will forthwith pay the full cost and expense thereof upon demand of the City. All facilities constructed under this ordinance shall be placed and maintained at such places and positions in or upon such public ways and public places as shall not interfere with the passage of traffic and shall conform to all applicable laws, rules and regulations. Grantee shall secure a permit for any opening it shall make in the streets, alleys and public places in the City (except in cases of emergencies), and shall be subject to all applicable ordinances, subject to the requirements of any state or federal laws, rules and regulations, and the jurisdiction of the Commission.

SECTION 5. The City shall have the right and privilege to string and maintain wires for its internal communications for its fire, police, airport and other services upon the poles and other facilities erected and maintained by the Grantee hereunder, subject to the rules and regulations of the Idaho Public Utilities Commission. The City shall string, maintain and operate such wires at its own expense, risk and responsibility, and in accordance with all legal requirements and good engineering practices and in such manner as not to impose any additional

expense upon Grantee of its said poles and facilities. Any such wires of the City shall be subject to interference by the Grantee only when necessary in the maintenance, operation or repair of the Grantee's own fixtures, wires, facilities and appurtenances.

SECTION 6. The Grantee shall at all times indemnify, defend and hold the City, its officers, employees and agents, harmless from any and all claims, demands, causes of action, suits, losses, liabilities, damages, costs and expenses, including attorney fees arising from or by reason of any willful, intentional or negligent act or omission of the Grantee, its agents, assigns, representatives or employees, in the construction, operation or maintenance of any of the Grantee's electric utility property or facilities.

SECTION 7. Upon acceptance of this franchise by Grantee and before Grantee shall have any rights hereunder, the Grantee shall file with the City Clerk a Certificate of Insurance evidencing General Liability Insurance which covers claims for Bodily Injury, Property Damage and Personal Injury. Such insurance shall have minimum limits of \$1,000,000 per occurrence. The City of Hailey shall be named as an "Additional Named Insured" under Grantee's insurance policy. Should the minimum limits of insurance as set forth herein be increased above \$1,000,000, pursuant to the Idaho Tort Claims Act (Idaho Code Section 6-901 *et. seq.*) or any similar legislation, the Grantee shall be required to provide the City with a new Certificate of Insurance evidencing the higher limits upon the City's request.

SECTION 8. When necessary, in order to permit any duly authorized person or move any building or other structure across or along any street, alley, avenue, boulevard, or public place within the City, the Grantee shall temporarily raise or remove its wires, fixtures and appurtenances upon such street, alley, avenue, boulevard, thoroughfare or public place, upon seventy-two (72) hours written notice in advance from such person, such notice to bear the approval of such official as the City may designate, as such time and in such manner as may be necessary reasonably to accommodate such moving, consistently with the maintenance of proper service to the Grantee's customers; provided, however, that the cost to the Grantee of such temporary raising or removal and of any interruption of the Grantee's service to its customers caused thereby, shall first be paid or satisfactorily secured to the Grantee by the owner or mover of such building or other structure.

SECTION 9. The electric service to be furnished to the public hereunder, and all rates and charges therefore, and all regulation of the Grantee hereunder, shall at all times be subject to all rules, regulations and orders that may be lawfully prescribed by the Idaho Public Utilities Commission or by any other governmental authority now or hereafter having jurisdiction over such matters. During the term of this franchise, Grantee shall at all times assure that customers within the City have access to customer service from the Grantee as required by the Idaho Public Utilities Commission.

SECTION 10. If authorized by formal adoption of city resolution, as compensation for the right, privilege and franchise hereby granted, Grantee agrees to pay to the City on or before the 30<sup>th</sup> day of January, April, July and October, an amount equivalent to one percent (1%) of Grantee's "gross revenues" for the preceding calendar quarter. For purposes of this Section, "gross revenues" shall mean the amount of money billed by the Grantee for the electricity it sells

within the corporate limits of the City to customers, less uncollectibles. The City shall provide appropriate information to the Grantee to allow the Grantee to identify which of its customers are located within the corporate limits of the City for purposes of paying franchise fees. Grantee shall not be responsible for any failure to pay franchise fees which results from deficiencies in such information provided by the City. In the event the City annexes a new area into its corporate limits, the terms of this Section 10 regarding franchise fees shall not apply to the annexed area until sixty (60) days after the City has supplied the Grantee with appropriate information for the identification of the Grantee's customers within the annexed area.

The Grantee's franchise fee payment obligations hereunder shall commence with the start of the Grantee's first full billing cycle following the effective date of this ordinance; provided, that the Grantee must first receive approval from the Idaho Public Utilities Commission for the collection of the franchise fee in the rates charged by Grantee.

All sums which become delinquent shall accumulate interest at the statutory rate provided in Idaho Code § 28-22-104(1), as amended. The accrual of interest is not intended to waive or in any manner restrict the City's ability to elect any procedures or method of collection permissible by law to enforce all the terms and conditions of this ordinance or the franchise agreement. In addition, where the City determines by audit, financial statement or other method, that Grantee has underpaid franchise fees and where payment was not received by the City within the quarter owed, the Grantee may be required to pay all fees and interest due on the total amount owed. Such franchise fee shall be listed as a separate item on the customer's utility bill.

SECTION 11. The City shall have the right during the term of this franchise agreement to increase the franchise fee hereunder up to three percent (3%), by obtaining the consent of the Grantee or the approval of a majority of voters of the City voting on the question at an election held in accordance with chapter 4, title 50, Idaho Code. Any such vote to increase the franchise fee hereunder shall provide that the increased franchise fee will apply to any electric service provider (other than the City) who utilizes the City's streets, alleys or other public places to provide electrical service within the City, during the term of this franchise agreement.

SECTION 12. The Grantee shall keep accurate books of account of the collection of the franchise fees for a period of not to exceed three years hereunder and the City shall have the right to inspect the same at all times during business hours, and from time to time audit the same for the purpose of determining gross revenues under Section 9, above.

SECTION 13. The franchise fees paid by the Grantee hereunder will be in lieu of and as payment for any tax or fee imposed by the City on the Grantee by virtue of its status as a public utility including, but not limited to, taxes, fees or charges related to easements, franchises, rights-of-way, utility lines and equipment installation, maintenance and removal during the term of this franchise agreement.

SECTION 14. The Grantee shall have the right and privilege, insofar as the City is able to grant the same, in accordance with National Arborist Association standards, of the pruning of all trees which overhang the present and future streets, alleys, highways and other public places within the corporate limits of the City, in such a manner and to such extent as will prevent the

branches or limbs or other parts of such trees from touching or interfering with its wires, poles and other fixtures and equipment; provided, however, that no tree shall be pruned or cut back farther than may be reasonably necessary to prevent such interference and to allow the proper operation and maintenance of line poles and fixtures. However, except in an emergency, no pruning shall be undertaken without giving the occupant of the adjacent property written or oral notice that such pruning will be performed.

SECTION 15. In consideration of Grantee's undertaking hereunder as evidenced by its acceptance hereof, the City agrees not to engage in the business of providing electrical services during the life of this franchise or any extension thereof in competition with the Grantee, its successors and assigns. Grantee acknowledges that the City maintains and operates a hydroelectric facility in Indian Creek and may construct and operate solar and wind electrical generators, which Grantee agrees would not constitute a violation of the City's covenant herein, so long as the City does not use such facilities to provide electrical service to Grantee's customers, other than through the sale of wholesale power to Grantee. Nothing herein contained shall be construed or deemed to prevent the City from exercising at any time any power of eminent domain granted to it under the laws of the State of Idaho. The City shall not grant a franchise to another electric service provider during the term of this franchise agreement unless the electric service provider has received approval to provide electrical service within the City from the Idaho Public Utilities Commission, and the City has imposed the same franchise fee on the electric service provider as paid by the Grantee.

SECTION 16. In the event of an amendment to the laws, rules or regulations of the City of Hailey, the State of Idaho or the Public Utilities Commission of Idaho applicable to this franchise, or for the periodic review of any section of this agreement, the terms of this franchise and the rights and privileges hereby conferred may be changed, altered, amended or modified upon mutual agreement between the City and the Grantee. In all cases, 60 days notice shall be required on the part of the City or Grantee to reopen the Agreement pursuant to this section.

SECTION 17. Any violation by the Grantee of the provisions of this ordinance, franchise and grant or any material portions thereof or the failure promptly to perform any of the provisions thereof shall be cause for the forfeiture of this franchise and grant and all rights hereunder by the City after sixty (60) days' written notice to the Grantee and the continuance of such violation, failure or default; however, this provision shall not prevent the Grantee from submitting such question of violation or forfeiture to the appropriate forum (which may include the district court having jurisdiction or the Idaho Public Utilities Commission) for determination.

SECTION 18. Sale, assignment or lease of this franchise is prohibited without notification of the City, in which case the successor shall be bound by all the terms and conditions of this franchise.

SECTION 19. The Grantee shall not install any luminaires during the term of this franchise that light the public right of way without first receiving approval for any such application by the Hailey Lighting Administrator. All existing and future lighting owned and operated by the Grantee shall comply with Article VIII B, Outdoor Lighting, of the Hailey Zoning Ordinance No. 532 and as amended. A street lighting master plan approved by the City

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Council on June 28, 2010 ("Master Plan") and as amended, provides a maintenance schedule and retrofit plan for all existing lights owned and operated by the Grantee that do not conform to Article VIII B. The Master Plan includes, but is not limited to, 1) a schedule for work done by the Grantee, 2) the replacement by the Grantee of noncompliant luminaires with full cut-off luminaires when a lamp or lighting ballast requires maintenance or replacement, and 3) a list of preferred action plans for the retrofits, to be determined by the Council and reflected in an amended Master Plan upon receipt of more information from the Grantee on cost and fees associated with the preferred actions. All fees associated with the work specified in the Master Plan shall reflect the Idaho Public Utilities Commission's Schedule 41, Street Light Service, and as amended.

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SECTION 20. The Grantee shall assume the cost of publication of this franchise as such publication is required by law.

SECTION 21. The Grantee shall within thirty (30) days after final passage of this ordinance, file with the City Clerk its acceptance of this franchise in wiring signed by its proper officers and attested by its corporate seal.

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SECTION 22. 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.

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SECTION 23. All Ordinances, including Hailey Ordinance No. 753, or parts thereof in conflict herewith are hereby repealed and rescinded.

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SECTION 24. This Ordinance shall be in full force and effect on July 1, 2010, and after its passage, approval and publication according to law.

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PASSED AND ADOPTED by the Council of the City of Hailey this 28<sup>th</sup> day of June, 2010.

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ATTEST

Richard L. Davis, Mayor  
City of Hailey

Mary Cone, City Clerk

(Seal)

ACCEPTANCE

IDAHO POWER COMPANY, as the franchisee, accepts the franchise set forth in the above Ordinance and agrees to abide by the terms and conditions thereof.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2010.

IDAHO POWER COMPANY

ATTEST

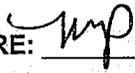
By \_\_\_\_\_  
Dan Minor  
Executive Vice President – Operations

\_\_\_\_\_  
Secretary

(Seal)

**AGENDA ITEM SUMMARY**

DATE: June 28, 2010 DEPARTMENT: Planning

DEPT. HEAD SIGNATURE: 

**SUBJECT:** Street Lighting Master Plan

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

**BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:**

55% of the City's street lights are non-compliant. In an attempt to make street lights conform to the City's Outdoor Lighting Ordinance, a Master Plan has been developed. The City recognizes that making changes to non-conforming fixtures may be a good time to consider changing to LED or some other more energy efficient light. To date, Idaho Power has not provided the City with enough information on the cost of energy efficient street lighting because Idaho Power is still investigating these types of technologies and has not developed tariffs or purchased equipment to accommodate the City's request. Idaho Power has stated that phasing the upgrade of non-compliant fixtures with compliant fixtures in a manner that matches their yearly maintenance schedule, will save the City money, but Idaho Power has not determined how much money will be saved. Idaho Power's current tariff schedule, which does not address energy efficient lighting, states that each existing fixture, replaced with a conforming full cut-off fixture will cost \$65.00. Any additional labor charges associated with replacing a fixture, beyond Idaho Power's expense for routine maintenance may incur a separate charge. There are a total of 100 non-conforming street light fixtures in the City. As stated in the Street Lighting Master Plan, these are proposed to be made conforming over a four (4) year period and will be coordinated with Idaho Power's routine maintenance schedule to save costs.

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

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

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

**RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:**

Review the Agreement and Master Plan and decide if changes need to be made or if cost needs to be discussed.

**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)

# Street Lighting Master Plan

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City of Hailey

2010

## **Introduction**

In 2002, the City of Hailey adopted Article 8B, Outdoor Lighting, of the Hailey Zoning Ordinance No. 532. The ordinance created regulations and a process for review of existing and future exterior lights "...to protect and promote the public health safety and welfare, the quality of life, and the ability to view the night sky..."

Hailey has consistently ensured that new applications conform to the standards set forth in Article 8B. With no code enforcement staff, outdoor lighting violations for both lights installed prior to and after the adoption of Article 8B have been pursued and abated on a compliant basis.

Non-compliant streetlights have been replaced on a complaint basis as well, but the majority of streetlights still remain non-conforming. The City recognizes the need to comply with Article 8B and hopes that by creating the Street Lighting Master Plan, Idaho Power and the City will be able to better coordinate to make the streetlights conforming in a manner that is fiscally responsible, timely, and efficient.

At this time there are many unknowns about future lighting technologies and the possible cost savings and energy reductions associated with those technologies. As the City makes plans to upgrade all non-conforming street lights with conforming full-cut off and downcast fixtures and/or the appropriate amount of lumens or equivalent foot candles, also it wishes to plan for future technologies. At the City's request for cooperation to install more energy efficient street lights, more information will be available and provided to the City, by Idaho Power before winter 2011. The information will help the city further revise this Street Lighting Master Plan.

This document is intended to be amended once additional information is provided to the City from Idaho Power by winter 2011 and the Council makes a determination on the preferred action list described on page 5.

## **Background**

Since the adoption of Article 8B the following efforts have been made by the City to make streetlights conforming.

- |           |  |
|-----------|--|
| 2003-2006 | Replaced approximately 70 streetlights along Main Street.  |
| 2007-2010 | Replaced 10 streetlights in various areas (3 at the request of citizens and 7 in relation to public projects). |
| 2008      | Replaced 8 streetlights in the Woodside light industrial area  |

As of June 22, 2010, Idaho Power is currently studying numerous implications associated with customer requests for alternative lighting technology, such as LEDs or induction street lighting. The following addresses some of the items Idaho Power is studying per the City's request, but have not yet been developed:

- 1) Establish a tariff rate for LEDs, induction, or other alternative energy efficient lighting.
- 2) Decide whether fixtures can be installed now that meet the ordinance requirements, but also allow for easy conversion to LEDs in the future, when Idaho Power develops a tariff.
- 3) Decide whether the City can purchase, install, and maintain LEDs on Idaho Power's poles, if a tariff for LED costs is not established.

The development of these items by Idaho Power is a key component to action taken by the City, which is further described in the Planning Approach.

**Existing Conditions**

The information below reflects information collected by Idaho Power regarding the current street light types, wattage, and height. Greater detail and locations can be found in an attached document.

The following are the current numbers of street lights and their associated wattage that are not equipped with full-cut off and downcast fixtures.

<u>Watts</u>	<u>Count</u>
100	79
200	20
400	1
Total	100

**Applicable Ordinances**

Article 8B, Outdoor Lighting, of the Hailey Zoning Ordinance No. 532 and as amended will apply to the Street Light Master Plan document:

Section 8B.2.2 (d)

"All existing exterior lighting subject to the Street Lighting Master Plan, referenced by Hailey Ordinance No. 1057, shall be brought into conformance with this Article as specified by the Street Lighting Master Plan."

Section B.4.1 (c)

"Idaho Power shall not install any luminaires after the effective date of this Article that lights the public right of way without first receiving approval for any such application by the Lighting Administrator."

Section 8B.4.3 (c)

"Streetlights used on arterial roads may exceed twenty five (25) feet in height, with the recommendation by the City Engineer, and only with a finding that exceeding twenty five (25) feet is necessary to protect the safety of the residents of Hailey."

Section 8B.4.4 (d)

“Streetlights shall be high-pressure sodium, low-pressure sodium or metal halide or a more energy efficient type. Streetlights in the following zoning districts shall be limited to seventy (70) watt high-pressure sodium (hps) Light with a lumen output of sixty-four hundred (6400): General Residential, Limited Business, Limited Residential, New Business, and Transitional. Street lights in or at intersections that are partially or wholly within the following the following zoning districts shall be limited to one hundred (100) watts hps, with a lumen output of ninety-five hundred (9500): Business, Service Commercial Industrial, Technological Industrial, Airport, and Light Industrial. Lights at traffic signal controlled intersections on state highways shall be limited to two hundred fifty (250) watts hps, with a Lumen output of twenty-seven thousand, five hundred (27,500). If a light type other than high-pressure sodium is used, then the equivalent output shall be the limit for the other light type (see Table 1 in Article 8B for greater detail). LED and induction lights do not have an equivalent lumens output compared to traditional light types found in Table 1 of Article 8B; therefore, the number of foot-candles shall not exceed those compared to the initial lumens of existing compliant streetlights with the same placement and within the same zoning district.”

**Planning Approach**

Phasing

The City of Hailey wishes to take advantage of any cost savings that might be achieved by waiting to make lights conforming until winter of each year, with one fourth (1/4) of streetlights replaced each year for four (4) years.

<u>Year</u>	<u>Number of fixtures made compliant</u>
Winter 2011	25
Winter 2012	25
Winter 2013	25
Winter 2014	25

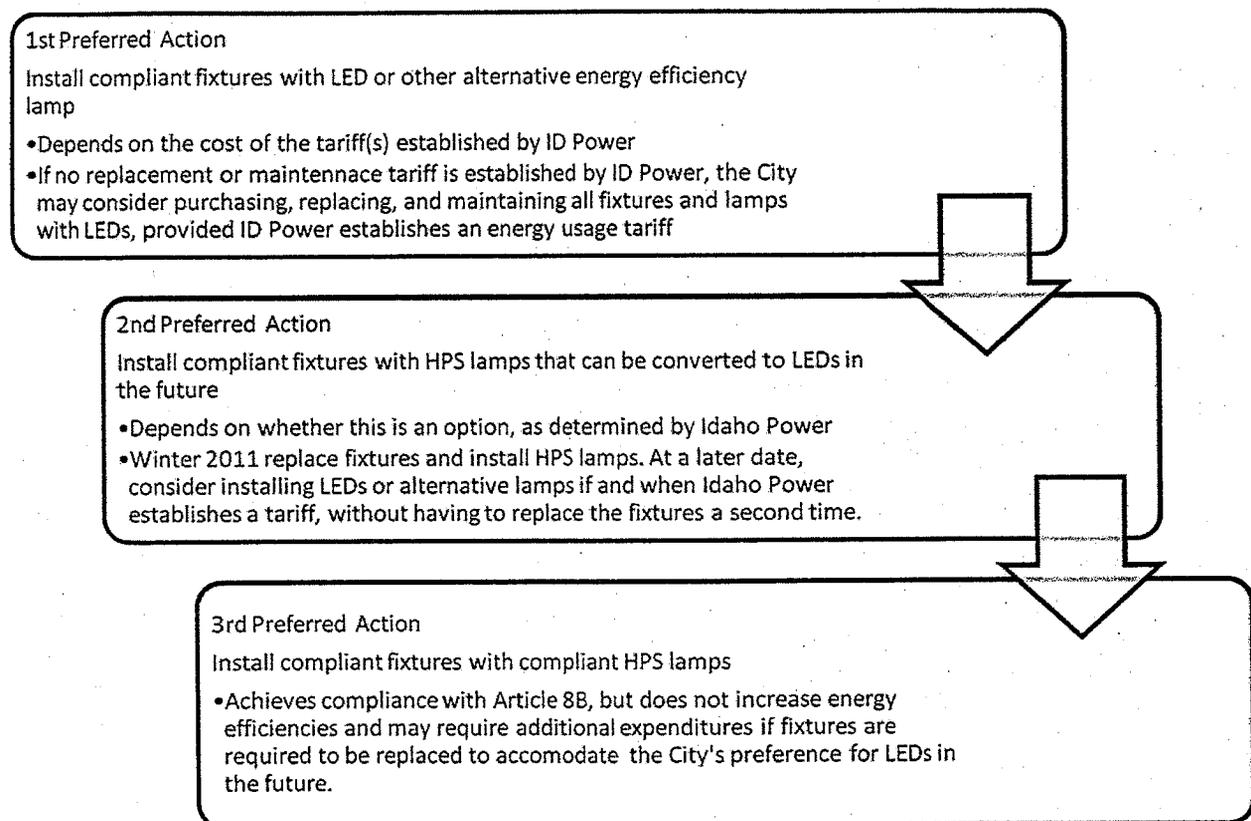
By phasing the replacement of non-compliant fixtures with compliant fixtures the following objectives are achieved:

- 1) Reduced replacement rates charged by Idaho Power. Every winter approximately one fourth (1/4) of all streetlight lamps within Hailey are replaced during Idaho Power’s routine lamp change maintenance. This schedule provides full replacement of all streetlights within Hailey every four (4) years. Idaho Power has not determined the amount of cost savings for replacing non-compliant fixtures with compliant fixtures when routine lamp changes are occurring. However, Idaho Power has stated that the fee in Idaho Public Utilities Commission’s Schedule 41, Street Light Service, would be reduced based on the cost savings.

- 2) Due to the expected increase in costs for replacing fixtures, regardless of cost savings identified by 1) above, Hailey wishes to phase the replacement of non-compliant fixtures with compliant fixtures to spread out the costs over a four (4) year term.

### Preferred Action

Due to a lack of established information from Idaho Power, this Street lighting Master Plan addresses a series of preferred actions that may be amended as future information is received from Idaho Power. The determination of a preferred action will be selected by the Council following the receipt of additional information from Idaho Power, which is expected sometime between the fall of 2010 and winter of 2011. In all preferred actions, the fixtures will be made compliant. The differences between the preferred actions specify the type of fixture that will accommodate a specific type of lamp, as detailed below.

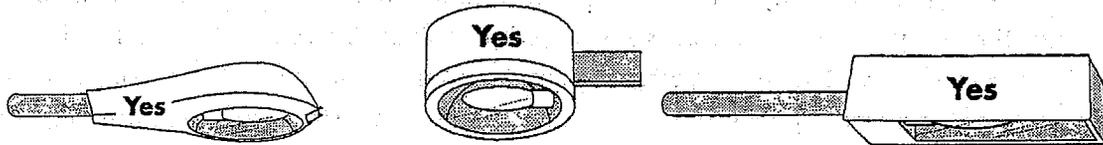


### **Lighting Criteria**

All non-compliant fixtures will be made conforming with respect to Article 8B as amended during the aforementioned phasing approach. Both the fixture type and the lumens or equivalent foot candle levels established by the ordinance will be made conforming during the upgrades.

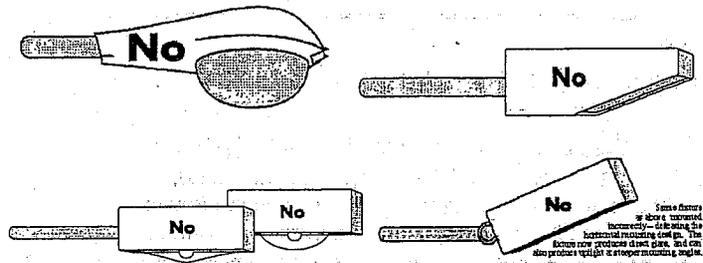
Fixture Type

Article 8B specifies that lamps with Lumens values in excess of 1,000 are required to be downcast and fully shielded or full-cut off. Street lights are not an exception. The following examples are street light fixtures that are downcast and fully shielded and comply with Article 8B.



The conforming fixtures all have a flat glass lens, which eliminates or minimizes direct glare and there is no upward throw of light.

The following are examples of non-conforming street lights:



Lumens levels by Zoning District

<u>General Area</u>	<u>Zoning District</u>	<u>Lumens or equivalent foot-candle measurements</u>
Residential	General Residential, Limited Residential, Limited Business, New Business, Transitional	6,400
Commercial	Business, Service Commercial Industrial, Technological Industrial, Airport, and Light Industrial	9,500
Traffic Signal Controlled Intersections on State Highways	Any district	27,500

Greater detail can be found in Article 8B, Section 8B.4.4 (d) of the Hailey Zoning Ordinance No. 523.

## **Review and Monitoring**

Spring of 2011, 2012, 2013, and 2014, following Idaho Power's routine maintenance, Idaho Power will supply the City with a list of all lights changed. The list will specify the location of each light and the change(s) made. The changes made to the street lights should reflect the requirements of Article 8B, Hailey Zoning Ordinance No. 523, as amended.

Accounts Call Center Online Reports Profiles Forecasts Systems ARCHS Maps Outages PL System Links About

Date 41 Query Results (132)

New Query Main Menu

Account #	Name	Address	Pole #	USA	Pole Description	Sch/Watts/Type	Cadastral
7264673020	City Of Hailey	Street Lights / Hailey, Id	Add	3787501916	N/A	N/A	
7264673020	City Of Hailey	Street Lights / Hailey, Id	00010	3787501916	Ne Crnr Hwy75 & McKercher	B / 250 / S	1021804
7264673020	City Of Hailey	Street Lights / Hailey, Id	00020	3787501916	Nw Crnr Hwy75 & McKercher	B / 250 / S	1021804
7264673020	City Of Hailey	Street Lights / Hailey, Id	00030	3787501916	Se Crnr Hwy75 & McKercher	B / 250 / S	1021804
7264673020	City Of Hailey	Street Lights / Hailey, Id	00040	3787501916	Ne Crnr Hwy75 & Fox Acres	B / 250 / S	1021815
7264673020	City Of Hailey	Street Lights / Hailey, Id	00050	3787501916	Sw Crnr Hwy75 & Fox Acres	B / 250 / S	1021815
7264673020	City Of Hailey	Street Lights / Hailey, Id	00346	3787501916	Se Crnr Hiway 75 & Airprt	B / 250 / S	1021816
7264673020	City Of Hailey	Street Lights / Hailey, Id	00347	3787501916	Ne Crnr Hiway 75 & Airprt	B / 250 / S	1021816
7264673020	City Of Hailey	Street Lights / Hailey, Id	00348	3787501916	Sw Crnr Hiway 75 & Airprt	B / 250 / S	1021816
7264673020	City Of Hailey	Street Lights / Hailey, Id	00349	3787501916	Nw Crnr Hiway 75 & Airprt	B / 250 / S	1021816
7264673020	City Of Hailey	Street Lights / Hailey, Id	00600	3787501916	Sw Crnr Bullion & Main	B / 250 / S	1021809
7264673020	City Of Hailey	Street Lights / Hailey, Id	00610	3787501916	Nw Crnr Bullion & Main	B / 250 / S	1021809
7264673020	City Of Hailey	Street Lights / Hailey, Id	00620	3787501916	Se Crnr Bullion & Main	B / 250 / S	1021809
7264673020	City Of Hailey	Street Lights / Hailey, Id	00630	3787501916	Ne Crnr Bullion & Main	B / 250 / S	1021809
7264673020	City Of Hailey	Street Lights / Hailey, Id	01620	3787501916	Woodside Blvd & Glenbrook	B / 100 / S	1021823
7264673020	City Of Hailey	Street Lights / Hailey, Id	01630	3787501916	Glenbrook Dr-Mountain Dr	B / 100 / S	1021823
7264673020	City Of Hailey	Street Lights / Hailey, Id	01640	3787501916	4141 Glenbrook Dr	B / 100 / S	1021823
7264673020	City Of Hailey	Street Lights / Hailey, Id	01650	3787501916	Glenbrook Dr & Black Oak	B / 100 / S	1021823
7264673020	City Of Hailey	Street Lights / Hailey, Id	01660	3787501916	4121 Black Oak	B / 100 / S	1021823
7264673020	City Of Hailey	Street Lights / Hailey, Id	01670	3787501916	4313 Glenbrook Dr	B / 100 / S	1021823
7264673020	City Of Hailey	Street Lights / Hailey, Id	01680	3787501916	Glenbrook Dr-Mountain Dr	B / 100 / S	1021823
7264673020	City Of Hailey	Street Lights / Hailey, Id	01690	3787501916	Woodside Blvd & Glenbrook	B / 100 / S	1021823
7264673020	City Of Hailey	Street Lights / Hailey, Id	Add	6435349084	N/A	N/A	
7264673020	City Of Hailey	Street Lights / Hailey, Id	24'9 00090	6435349084	460 River Trail, NED	A / 100 / S C	1021809
7264673020	City Of Hailey	Street Lights / Hailey, Id	23'5 00100	6435349084	N-Of River St & Myrtle St	A / 200 / S C	1021809
7264673020	City Of Hailey	Street Lights / Hailey, Id	24'6 00135	6435349084	Silver St & River St	A / 100 / S C	1021809
7264673020	City Of Hailey	Street Lights / Hailey, Id	28'1 00150	6435349084	Carbonate & River	A / 200 / S C	1021809
7264673020	City Of Hailey	Street Lights / Hailey, Id	27'10 00160	6435349084	Bullion & River	A / 200 / S C	1021809
7264673020	City Of Hailey	Street Lights / Hailey, Id	25'8 00170	6435349084	Bullion 300' W Of River	A / 100 / S D	1021809
7264673020	City Of Hailey	Street Lights / Hailey, Id	26'5 00180	6435349084	Bullion 700' W Of River	A / 70 / S D	1021809
7264673020	City Of Hailey	Street Lights / Hailey, Id	22'2 00200	6435349084	Paulson St N Of Bullion	A / 100 / S C	1021809
7264673020	City Of Hailey	Street Lights / Hailey, Id	28'2 00210	6435349084	Bullion & Little Indio	A / 100 / S C	1021809
7264673020	City Of Hailey	Street Lights / Hailey, Id	28'10 00220	6435349084	River 100' N Of Croy	A / 200 / S C	1021809
7264673020	City Of Hailey	Street Lights / Hailey, Id	29'1 00240	6435349084	Croy And 600' W Of River	A / 100 / S D	1021809
7264673020	City Of Hailey	Street Lights / Hailey, Id	29'11 00260	6435349084	Walnut & River	A / 100 / S C	1021809
7264673020	City Of Hailey	Street Lights / Hailey, Id	27'0 00270	6435349084	Cmnr Of Willow & Walnut	A / 100 / S C	1021809
7264673020	City Of Hailey	Street Lights / Hailey, Id	26'2 00274	6435349084	Cmnr Of Willow & Cottonwo	A / 100 / S C	1021809
7264673020	City Of Hailey	Street Lights / Hailey, Id	27'3 00276	6435349084	Cmnr Of Willow & Alder	A / 100 / S C	1021809
7264673020	City Of Hailey	Street Lights / Hailey, Id	28'10 00277	6435349084	Willow & Elm 50' W	A / 100 / S C	1021809
7264673020	City Of Hailey	Street Lights / Hailey, Id	28'6 00278	6435349084	Cmnr Willow & Chestnut	A / 100 / S C	1021809
7264673020	City Of Hailey	Street Lights / Hailey, Id	28'4 00279	6435349084	Ivy St Btwn Chestnut/Elm	A / 100 / S C	1021809
7264673020	City Of Hailey	Street Lights / Hailey, Id	30'2 00280	6435349084	Cmnr Of Walnut & Aspen Dr	A / 100 / S C	1021809
7264673020	City Of Hailey	Street Lights / Hailey, Id	29'8 00281	6435349084	Walnut Btwn Willow/Aspen	A / 100 / S C	1021809
7264673020	City Of Hailey	Street Lights / Hailey, Id	29'5 00282	6435349084	Cottnwd Btwn Willow/Aspen	A / 100 / S C	1021809
7264673020	City Of Hailey	Street Lights / Hailey, Id	24'1 00283	6435349084	Corner Of Elm & Aspen	A / 100 / S C	1021809
7264673020	City Of Hailey	Street Lights / Hailey, Id	30'6 00284	6435349084	Cmnr Of Cottonwood & Aspe	A / 100 / S C	1021809
7264673020	City Of Hailey	Street Lights / Hailey, Id	26'8 00285	6435349084	Corner Of Almond & Elm	A / 100 / S C	1021809
7264673020	City Of Hailey	Street Lights / Hailey, Id	28'7 00286	6435349084	Cmnr Of Alder & Aspen Dr	A / 100 / S C	1021809
7264673020	City Of Hailey	Street Lights / Hailey, Id	33'4 00287	6435349084	520 Almond	A / 100 / S C	1021809
7264673020	City Of Hailey	Street Lights / Hailey, Id	33'0 00288	6435349084	Chestnut & Aspen	A / 100 / S C	1021809
7264673020	City Of Hailey	Street Lights / Hailey, Id	28'2 00289	6435349084	Corner Of Chestnut & Ivy	A / 100 / S C	1021809
			26'9 1410		River & Catalina	100 C	

keys i wanted

7264673020	City Of Hailey	Street Lights / Hailey, Id	<u>26'6</u> <u>00295</u>	6435349084	Croy St Behind City Hall	A / 100 / S	C	1021809
7264673020	City Of Hailey	Street Lights / Hailey, Id	<u>26'5</u> <u>00300</u>	6435349084	Elm & River	A / 100 / S	C	1021809
7264673020	City Of Hailey	Street Lights / Hailey, Id	<u>25'6</u> <u>00310</u>	6435349084	Chestnut & River	A / 100 / S	C	1021809
7264673020	City Of Hailey	Street Lights / Hailey, Id	<u>28'8</u> <u>00320</u>	6435349084	Maple & River	A / 200 / S	C	1021809
7264673020	City Of Hailey	Street Lights / Hailey, Id	<u>26'6</u> <u>00330</u>	6435349084	Cedar & River	A / 100 / S	C	1021816
7264673020	City Of Hailey	Street Lights / Hailey, Id	<u>27'11</u> <u>00332</u>	6435349084	On Hills Dr & S Of Cedar	A / 100 / S	<del>C</del>	1021816 <i>broken</i>
7264673020	City Of Hailey	Street Lights / Hailey, Id	<u>29'5</u> <u>00334</u>	6435349084	Della Vista & Qn Of The H	A / 100 / S	<del>D</del>	1021816
7264673020	City Of Hailey	Street Lights / Hailey, Id	<u>29'0</u> <u>00336</u>	6435349084	Della Vista & Silver Star	A / 100 / S	C	1021816
7264673020	City Of Hailey	Street Lights / Hailey, Id	<u>28'1</u> <u>00338</u>	6435349084	Silver Star & S Of Cedar	A / 100 / S	C	1021816
7264673020	City Of Hailey	Street Lights / Hailey, Id	<u>32'7</u> <u>00340</u>	6435349084	Cedar & Silver Star	A / 100 / S	C	1021816
7264673020	City Of Hailey	Street Lights / Hailey, Id	<u>25'3</u> <u>00350</u>	6435349084	S Main & Bus Parkway	A / 200 / S	C	1021816
7264673020	City Of Hailey	Street Lights / Hailey, Id	<u>25'4</u> <u>00360</u>	6435349084	Lds Church Broadford Rd	A / 100 / S	C	1021816
7264673020	City Of Hailey	Street Lights / Hailey, Id	<u>27'7</u> <u>00370</u>	6435349084	Cedar & Main	A / 200 / S	C	1021816
7264673020	City Of Hailey	Street Lights / Hailey, Id	<u>25'8</u> <u>00375</u>	6435349084	Hospital	A / 200 / S	C	1021809
7264673020	City Of Hailey	Street Lights / Hailey, Id	<u>26'9</u> <u>00380</u>	6435349084	Maple & Main	A / 200 / S	C	1021809
7264673020	City Of Hailey	Street Lights / Hailey, Id	<u>25'10</u> <u>00385</u>	6435349084	Sw Crnr Chestnut & Main	A / 200 / S	C	1021809
7264673020	City Of Hailey	Street Lights / Hailey, Id	<u>27'1</u> <u>00390</u>	6435349084	Chestnut & Main	A / 200 / S	C	1021809
7264673020	City Of Hailey	Street Lights / Hailey, Id	<u>25'6</u> <u>00395</u>	6435349084	Main 240 ' S Of Elm	A / 200 / S	C	1021809
7264673020	City Of Hailey	Street Lights / Hailey, Id	<u>26'8</u> <u>00400</u>	6435349084	Elm & Main	A / 200 / S	C	1021809
7264673020	City Of Hailey	Street Lights / Hailey, Id	<u>26'8</u> <u>00405</u>	6435349084	Main 200 ' N Of Elm	A / 200 / S	C	1021809
7264673020	City Of Hailey	Street Lights / Hailey, Id	<u>27'3</u> <u>00480</u>	6435349084	Aly Btn Main & 1st S Cry	A / 100 / S	C	1021809
7264673020	City Of Hailey	Street Lights / Hailey, Id	<u>22'9</u> <u>00520</u>	6435349084	Aly Btn Main & 1st S Carb	A / 100 / S	C	1021809
7264673020	City Of Hailey	Street Lights / Hailey, Id	<u>25'3</u> <u>00550</u>	6435349084	Aly Btn Main & Riv S Croy	A / 100 / S	C	1021809
7264673020	City Of Hailey	Street Lights / Hailey, Id	<u>25'8</u> <u>00560</u>	6435349084	Aly Btn Main & Riv S Blin-	A / 100 / S	C	1021809
7264673020	City Of Hailey	Street Lights / Hailey, Id	<u>28'4</u> <u>00570</u>	6435349084	Aly Btn Main & Riv S Carb	A / 100 / S	C	1021809
7264673020	City Of Hailey	Street Lights / Hailey, Id	<u>36'9</u> <u>00750</u>	6435349084	Main 400 ' N Of Myrtle	A / 200 / S	C	1021809
7264673020	City Of Hailey	Street Lights / Hailey, Id	<u>27'8</u> <u>00760</u>	6435349084	State Hwy 75 & W Meadow	A / 200 / S	C	1021805
7264673020	City Of Hailey	Street Lights / Hailey, Id	<u>25'2</u> <u>00770</u>	6435349084	Myrtle & 1st	A / 100 / S	C	1021809
7264673020	City Of Hailey	Street Lights / Hailey, Id	<u>25'1</u> <u>00780</u>	6435349084	Spruce & 1st	A / 100 / S	C	1021809
7264673020	City Of Hailey	Street Lights / Hailey, Id	<u>26'0</u> <u>00790</u>	6435349084	Silver & 1st	A / 100 / S	C	1021809
7264673020	City Of Hailey	Street Lights / Hailey, Id	<u>25'11</u> <u>00800</u>	6435349084	Galena & 1st	A / 100 / S	C	1021809
7264673020	City Of Hailey	Street Lights / Hailey, Id	<u>26'11</u> <u>00810</u>	6435349084	Carbonate & 1st	A / 200 / S	C	1021809
7264673020	City Of Hailey	Street Lights / Hailey, Id	<u>29'9</u> <u>00860</u>	6435349084	Sw Crnr Croy & 1st	A / 200 / S	C	1021809
7264673020	City Of Hailey	Street Lights / Hailey, Id	<u>24'10</u> <u>00890</u>	6435349084	Pine & 1st	A / 100 / S	C	1021809
7264673020	City Of Hailey	Street Lights / Hailey, Id	<u>25'4</u> <u>00900</u>	6435349084	Elm & 1st	A / 100 / S	C	1021809
7264673020	City Of Hailey	Street Lights / Hailey, Id	<u>24'5</u> <u>00910</u>	6435349084	Chestnut & 1st	A / 200 / S	C	1021809
7264673020	City Of Hailey	Street Lights / Hailey, Id	<u>25'4</u> <u>00950</u>	6435349084	Pine & 2nd	A / 100 / S	C	1021809
7264673020	City Of Hailey	Street Lights / Hailey, Id	<u>25'9</u> <u>00960</u>	6435349084	Walnut & 2nd	A / 100 / S	C	1021809
7264673020	City Of Hailey	Street Lights / Hailey, Id	<u>31'5</u> <u>00970</u>	6435349084	Croy & 2nd	A / 200 / S	<del>D</del>	1021809
7264673020	City Of Hailey	Street Lights / Hailey, Id	<u>31'4</u> <u>00980</u>	6435349084	Bullion & 2nd	A / 100 / S	<del>D</del>	1021809
7264673020	City Of Hailey	Street Lights / Hailey, Id	<u>26'1</u> <u>00990</u>	6435349084	Carbonate & 2nd	A / 100 / S	C	1021809
7264673020	City Of Hailey	Street Lights / Hailey, Id	<u>23'11</u> <u>01000</u>	6435349084	Galena & 2nd	A / 100 / S	C	1021809
7264673020	City Of Hailey	Street Lights / Hailey, Id	<u>26'10</u> <u>01010</u>	6435349084	Silver & 2nd	A / 100 / S	C	1021809
7264673020	City Of Hailey	Street Lights / Hailey, Id	<u>26'8</u> <u>01020</u>	6435349084	Spruce & 2nd	A / 100 / S	C	1021809
7264673020	City Of Hailey	Street Lights / Hailey, Id	<u>26'6</u> <u>01030</u>	6435349084	Myrtle & 2nd	A / 100 / S	C	1021809
7264673020	City Of Hailey	Street Lights / Hailey, Id	<u>26'3</u> <u>01070</u>	6435349084	Myrtle & 3Rd	A / 100 / S	C	1021809
7264673020	City Of Hailey	Street Lights / Hailey, Id	<u>25'4</u> <u>01080</u>	6435349084	Spruce & 3rd	A / 100 / S	C	1021809
7264673020	City Of Hailey	Street Lights / Hailey, Id	<u>27'8</u> <u>01090</u>	6435349084	Silver & 3Rd	A / 100 / S	C	1021809
7264673020	City Of Hailey	Street Lights / Hailey, Id	<u>26'2</u> <u>01100</u>	6435349084	Galena & 3Rd	A / 100 / S	C	1021809
7264673020	City Of Hailey	Street Lights / Hailey, Id	<u>24'6</u> <u>01110</u>	6435349084	Carbonate & 3rd	A / 100 / S	C	1021809
7264673020	City Of Hailey	Street Lights / Hailey, Id	<u>26'0</u> <u>01120</u>	6435349084	Bullion & 3Rd	A / 100 / S	<del>D</del>	1021809
7264673020	City Of Hailey	Street Lights / Hailey, Id	<u>24'3</u> <u>01130</u>	6435349084	Croy & 3rd	A / 100 / S	C	1021809
7264673020	City Of Hailey	Street Lights / Hailey, Id	<u>24'4</u> <u>01140</u>	6435349084	Walnut & 3rd	A / 100 / S	C	1021809
7264673020	City Of Hailey	Street Lights / Hailey, Id	<u>26'7</u> <u>01150</u>	6435349084	Pine & 3rd	A / 100 / S	C	1021809
7264673020	City Of Hailey	Street Lights / Hailey, Id	<u>24'10</u> <u>01170</u>	6435349084	Chestnut & 3Rd	A / 100 / S	C	1021809
7264673020	City Of Hailey	Street Lights / Hailey, Id	<u>25'2</u> <u>01180</u>	6435349084	Maple & 3Rd	A / 100 / S	C	1021809

24'4"

7264673020	City Of Hailey	22'6	Street Lights / Hailey, Id	01190	6435349084	3rd St & Cedar St	A / 200 / S	C	1021810	Needs #
7264673020	City Of Hailey		Street Lights / Hailey, Id	01200	6435349084	Cedar At Armory	A / 100 / S	C	1021810	
7264673020	City Of Hailey	27'5	Street Lights / Hailey, Id	01220	6435349084	Airport Way Impound Yard	A / 100 / S	C	1021815	
7264673020	City Of Hailey	25'3	Street Lights / Hailey, Id	01240	6435349084	4th & Highway 75 250 N	A / 100 / S	C	1021810	
7264673020	City Of Hailey	27'4	Street Lights / Hailey, Id	01243	6435349084	4th St & Hwy 75	A / 100 / S	C	1021810	
7264673020	City Of Hailey	29'1	Street Lights / Hailey, Id	01255	6435349084	4th & Cedar	A / 100 / S	C	1021810	
7264673020	City Of Hailey	26'11	Street Lights / Hailey, Id	01260	6435349084	Maple & 4th	A / 100 / S	C	1021810	
7264673020	City Of Hailey	26'0	Street Lights / Hailey, Id	01270	6435349084	Chestnut & 4th	A / 100 / S	C	1021810	
7264673020	City Of Hailey	28'0	Street Lights / Hailey, Id	01280	6435349084	Elm & 4th	A / 100 / S	C	1021809	Needs #
7264673020	City Of Hailey	24'1	Street Lights / Hailey, Id	01290	6435349084	Pine & 4th	A / 100 / S	C	1021809	
7264673020	City Of Hailey	25'10	Street Lights / Hailey, Id	01300	6435349084	Walnut & 4th	A / 100 / S	C	1021809	
7264673020	City Of Hailey	26'0	Street Lights / Hailey, Id	01310	6435349084	Croy & 4th	A / 100 / S	C	1021809	
7264673020	City Of Hailey	24'3	Street Lights / Hailey, Id	01320	6435349084	Bullion & 4th	A / 100 / S	C	1021809	
7264673020	City Of Hailey	26'3	Street Lights / Hailey, Id	01330	6435349084	Carbonate & 4th	A / 100 / S	C	1021809	
7264673020	City Of Hailey	26'4	Street Lights / Hailey, Id	01340	6435349084	Galena & 4th	A / 100 / S	C	1021809	
7264673020	City Of Hailey	23'11	Street Lights / Hailey, Id	01350	6435349084	Silver & 4th	A / 100 / S	C	1021809	
7264673020	City Of Hailey	26'10	Street Lights / Hailey, Id	01360	6435349084	Spruce & 4th	A / 100 / S	C	1021809	
7264673020	City Of Hailey	26'5	Street Lights / Hailey, Id	01370	6435349084	Myrtle & 4th	A / 100 / S	C	1021809	
7264673020	City Of Hailey	30'10	Street Lights / Hailey, Id	01400	6435349084	Myrtle & 5th	A / 100 / S	C	1021809	
7264673020	City Of Hailey	27'7	Street Lights / Hailey, Id	01410	6435349084	Spruce & 5th	A / 100 / S	C	1021809	
7264673020	City Of Hailey	25'10	Street Lights / Hailey, Id	01420	6435349084	Silver & 5th	A / 100 / S	C	1021809	
7264673020	City Of Hailey	25'8	Street Lights / Hailey, Id	01440	6435349084	Carbonate & 5th	A / 100 / S	C	1021809	
7264673020	City Of Hailey	23'10	Street Lights / Hailey, Id	01530	6435349084	Croy St East Of R R	A / 100 / S	C	1021809	
7264673020	City Of Hailey	23'5	Street Lights / Hailey, Id	01540	6435349084	Cnmr Of Croy & Pike St	A / 100 / S	C	1021809	
7264673020	City Of Hailey	24'11	Street Lights / Hailey, Id	01550	6435349084	Bullion & 6th 100' W	A / 100 / S	C	1021809	
7264673020	City Of Hailey	23'6	Street Lights / Hailey, Id	01580	6435349084	Bullion & 8th 150' W	A / 100 / S	C	1021810	
7264673020	City Of Hailey	28'4	Street Lights / Hailey, Id	01610	6435349084	Hiway 75 & Woodside Blvd	A / 400 / S	C	1021823	

39'3	510250	Bullion W of River	100W Area	05L
25'0	510253	Hop Parter Park	400W Directional	
27'2	510132	UPS Store	200W Directional	
27'6	510131	City Hall	100W Arnel	
26'2	510228		100W Arnel	
25'11	510128	Old Hospital	100W Arnel	