

AGENDA ITEM SUMMARY

DATE: 07/06/2011 DEPT.: Historic Preservation Commission / Admin DEPT. HEAD SIGNATURE: \_\_\_\_\_

SUBJECT:

Hailey Rodeo Park Interpretive Exhibit  
Agreement Letter & Scope of Work for Conceptual Design

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

At the June 27, 2011 Hailey City Council meeting, city staff, on behalf of the Hailey Historic Preservation Commission/Rodeo Park Interpretive Exhibit Team, was authorized to enter into contract discussions with The Portico Group for conceptual design of the Hailey Rodeo Park Interpretive Exhibit. Discussions with The Portico Group have occurred, and an agreement letter and scope of work are attached to provide the desired services. The not-to-exceed design fee for the work is \$28,310. The estimated expenses, which will be billed as incurred, are \$3,861. Evelyn Philips, the interpretive exhibit team's local illustrator, will assist The Portico Group during the conceptual design. A separate letter of agreement will be brought forth for Evelyn after the project kick-off. At this time, the Hailey Historic Preservation Commission/Rodeo Park Interpretive Exhibit Team requests authorization for Mayor Rick Davis to sign the letter of agreement.

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to authorize Mayor Rick Davis to sign the letter of agreement with The Portico Group for the Rodeo Park Interpretive Exhibit Conceptual Design.

ADMINISTRATIVE COMMENTS/APPROVAL:

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

ACTION OF THE CITY COUNCIL:

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

FOLLOW-UP:

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



7 July 2011

Tracy Anderson  
City of Hailey, Grant Administrator  
115 South Main Street, Suite H  
Hailey, Idaho 83333

*Re: Conceptual Design for Hailey Rodeo Park Interpretive Exhibits –  
Authorization to Proceed*

Dear Ms. Anderson,

This letter declares our intent to begin work on the Conceptual Design for the Hailey Rodeo Park Interpretive Exhibits, per the attached work plan. A copy of this letter, signed by a representative of the City of Hailey, will serve as Authorization to Proceed with the work described herein.

Our understanding of the project parameters is as follows:

**Schedule:** The Concept Design effort will be undertaken in July, August and September of 2011. Pending final execution of this document, we will confirm a meeting schedule based on the workshops and presentations outlined in the work plan.

**Deliverables:** At the end of the Concept Design phase, we will produce a document that will show the organization of the exhibit spaces, outline the main messages and interpretive goals of the exhibits, and provide several evocative images of the gallery. It will also be appropriate for promotion of the project, and can be used to excite donors and contributors and to increase community awareness of the project.

**Project Costs:** As part of the Concept Design documentation, we will provide a preliminary estimate of probable project costs, based on the types of exhibits, the number of specific exhibit items, and the requirements for protection of artifacts. We will use your target project budget as a guide during the design phase, and assist you in identifying the "soft costs" that are generally associated with this kind of work.

**Design Fees:** Fees are outlined in the attached work plan, which represents a Not-to-Exceed labor fee and an outline of estimated expenses. Travel expenses will be



billed as incurred, with all efforts to find the best fares and prices. Expenses and consultant fees will be "marked up" by 5% to cover the costs of passing those monies through our office as prime consultant.

Please sign and return one copy of this letter, which we will accept as notice to proceed. We are thrilled to be participating in this project, and excited to assist the City of Hailey in the development and communication of this fascinating story. Thank you again for selecting our firm; we look forward to a continued partnership.

Best Regards,

Alissa Rupp, Principal

[signed by:]

The Portico Group

Alissa Rupp, AIA, LEED BD+C  
Principal

City of Hailey

Richard L. Davis  
Mayor

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

Attached: Hailey Rodeo Interpretive Exhibits – Concept Planning Services Work Plan

**Hailey Rodeo Park Interpretive Exhibits**  
Concept Planning Services

DRAFT FOR DISCUSSION - V.2

The Portico Group  
23 June 2011

|  |  | Alissa Rupp,<br>Principal<br>Architect and<br>Exhibit Designer | Allison<br>Craig Sundine,<br>Proj. Mgr and<br>Exhibit Graphic<br>Designer | Richard Larson,<br>Associate<br>Principal,<br>Exhibit Designer | Sherry Smith<br>Sr. Associate<br>Content<br>Developer | Support Staff<br>Exhibit Design,<br>Rendering and<br>Graphic Design | hrs |                     |
|--|--|--|---|--|---|---|-----|---------------------|
| 2011   | <b>Master Planning Tasks / Hours Projected</b>   |  |   |  |   |   |     |                     |
| 10 weeks   | <b>Project Management:</b><br><i>Coordination of master planning effort, schedule, budget, client team goals, consultant efforts</i>   | 2  | 10  |  |   |   | 12  | \$ 1,470.00         |
| July   | <b>Project Understanding:</b><br><i>Review of HRP goals, exhibits, themes, and programs to prepare for design and workshops</i>  | 2  | 4   | 2  | 4   |   | 12  | \$ 1,520.00         |
|  | <b>Content and Experience Master Planning Workshop</b><br><i>Workshop 1 (2.5 days, 3 attending) plus prep and meeting notes</i>  | 12   | 24  |  | 24  |   | 60  | \$ 7,440.00         |
|  | Assessment of HRP content, artifacts, assets (prelim)<br>Review of audiences, goals for these audiences<br>Develop criteria for selecting content and experiences<br>Preliminary zoning plan for exhibit gallery<br>Discussion of areas outside gallery (and off site?) with interpretive opportunities<br><b>Presentation to Stakeholders</b> |  |   |  |   |   |     |                     |
|  | Workshop documentation and development of content zoning and delivery concepts   | 2  | 24  | 8  | 24  | 8   | 66  | \$ 7,680.00         |
| August   | <b>Content and Delivery Prioritization Workshop</b><br><i>Series of (3) half-day web based meetings</i><br>Complete Matrix of desired learning experiences<br>Finalize Concept Plan layout for content and content delivery<br><b>Presentation to Master Planning Committee by Client Team</b>   |  | 12  |  | 12  |   | 24  | \$ 2,760.00         |
|  | Complete Concept Plan layout for content and content delivery  | 4  | 16  | 8  | 16  | 8   | 52  | \$ 6,160.00         |
| September  | <b>Final Presentation</b><br><i>Present final Content and Experience, Master Plan to Master Planning Committee - 1 day trip</i>  | 8  |   |  |   |   | 8   | \$ 1,280.00         |
| <b>Total, Exhibit Content, Experience and Delivery Master Plan</b> |  |  |   |  |   |   |     | <b>\$ 28,310.00</b> |

|   |   |              |        |   |             |  |  |                     |
|---|---|--------------|--------|---|-------------|--|--|---------------------|
| Cost Estimate: Consultant Fee (see note #4 below)               |   |              |        |   |             |  |  | \$ 500.00           |
| Printing/Communication (see note #3 below)                      |   |              |        |   |             |  |  | \$ 200.00           |
| Travel: Estimated, to be billed as incurred (See Note #2 below) |   |              |        |   |             |  |  | \$ 2,810.00         |
| Air Travel  | 4 | Person Trips | \$ 350 | = | \$ 1,400.00 |  |  |                     |
| Person Travel Days  | 7 | Per Diem     | \$ 60  | = | \$ 420.00   |  |  |                     |
| Days Overnight  | 6 | Hotel        | \$ 125 | = | \$ 750.00   |  |  |                     |
| Trip Days   | 4 | Rental Car   | \$ 60  | = | \$ 240.00   |  |  |                     |
| Expenses Mark-up (.1)   |   |              |        |   |             |  |  | \$ 175.50           |
| <b>Total:</b>   |   |              |        |   |             |  |  | <b>\$ 31,995.50</b> |

Notes:

- 1 On Site Workshops and Meetings: 8 hours plus preparation and meeting notes for PM and specific staff.
- 2 Workshops may occur at HRP or at Portico offices. Other informal meetings or targeted conversations may occur on site or via web conference. Any transportation expenses will be billed as incurred, but are estimated here for convenience.

- 3 Printing costs are based on 2 copies of Draft and Final Master Plan reports, printed on 11x17 paper, in color as required. Electronic copies (PDF) will also be provided.
- 4 While cost estimating was not formally requested in the RFP, we recommend engagement of an experienced third party estimator familiar with the schedule and cost of exhibits and delivery methods. Portico will recommend candidates, and contract with one of them directly to provide estimates of probable costs and timelines.

AGENDA ITEM SUMMARY

DATE: 7/11/2011

DEPARTMENT: Legal

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

SUBJECT:

Multi-Purpose Arena Cleaning Agreement

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

I am enclosing a proposed cleaning agreement with Orr Floor Care. The agreement has been circulated to Hailey staff and the contractor. The contractor has not approved of the agreement yet. The agreement will require the parties to agree to a maximum cost to clean the bleachers.

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:

Make a motion to approve the Multi-Purpose Arena Cleaning Agreement with the revision setting a maximum fee for cleaning the bleachers, and authorize the mayor to sign.

FOLLOW-UP REMARKS:

# MULTI-PURPOSE ARENA CLEANING AGREEMENT

THIS MULTI-PURPOSE ARENA CLEANING AGREEMENT ("Agreement") is made and entered into effective this \_\_\_\_ day of July, 2011, ("Effective Date") by and between the CITY OF HAILEY, 115 South Main Street, Hailey, Idaho 83333, a municipal corporation (hereinafter referred to as "Hailey"), and ORR FLOOR CARE (hereinafter referred to as "Contractor").

## RECITALS

A. Hailey requires that the multi-purpose arena at the rodeo grounds, located at 791 Main Street So., Hailey, Idaho ("Arena"), be maintained in a safe, clean and attractive manner for the citizens of the City of Hailey.

B. Contractor has the ability to perform maintenance of the Arena for Hailey as more particularly described herein.

C. Subject to the terms and conditions of this Agreement, the parties wish to enter into this Agreement to provide the maintenance and cleaning services described herein.

## AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, Hailey and Contractor agree as follows:

1. Description of the Work. Following each event at the Arena and when directed by Hailey, Contractor shall perform the following work at the Arena in a workmanlike manner and to the City of Hailey's satisfaction:
  - a) Cleaning of the public bathrooms.
  - b) Cleaning of the Concession rooms
  - c) Refilling the toilet paper, paper towel, sanitary napkin and hand soap dispensers.
  - d) Power washing of the bleachers, only as directed by Hailey (typically at the end of a multi-day event).

Hailey shall provide Contractor thirty (30) days advance notice of each event at the Arena requiring services under this Agreement.

2. Term. This Agreement shall commence on the Effective Date, and end at midnight on the 30th day of September, 2011. This Contract shall be automatically renewed after the first year, for additional one (1) year terms, unless either party gives advance thirty (30) days written notice of non-renewal or termination, as set forth herein.
3. Materials. All materials, and all costs related thereto, for the above-described work shall be supplied by the Contractor, exclusively at the Contractor's expense, with the exception of

materials needed for repair and/or replacement of fixtures of the Arena. Such repair and/or replacement shall be conducted only upon written authorization by Hailey.

4. Consideration. As consideration for the above described material and work to be performed herein and upon performance of the work and maintenance herein described to Hailey's satisfaction, Hailey shall pay Contractor the sum of:
  - a) \$240 per day to perform the services described in paragraphs 1(a) through 1(c), above.
  - b) \$85 per day to perform the services described in paragraphs 1(a) and 1(c), above, for only one set of men's, women's and family bathrooms.
  - c) \$35 per day to perform the service described in paragraph 1(b), above, for each concession room.
  - d) \$50 per hour to wash the bleachers as described in paragraph 1(d), above, for a maximum of \$\_\_\_\_\_ per washing of the bleachers.

Contractor shall invoice Hailey on or before the 5<sup>th</sup> of each month for services performed under this Agreement. Hailey shall pay Contractor on or before the last day of the month of the invoice.

5. Change Orders. There shall be no modification or amendment of this Agreement, nor any increase in the amount of consideration provided above, except by means of written change orders executed by both parties hereto.
6. Indemnification. The Contractor and its employees are not, under this Agreement, employees or agents of Hailey. Contractor covenants and agrees to indemnify, defend and hold Hailey harmless from and against any and all claims, causes of action, damages, costs, and expenses including attorneys fees and costs, as a result of any act or omission on the part of the Contractor or Contractor's employees, agents, invitees, or subcontractors, including bodily injury, property damage, personal injury and death that arise out of any act or omission of the Contractor or Contractor's employees, agents, invitees, or subcontractors under this Agreement arising during or after the term of this Agreement.
7. Insurance. The Contractor shall maintain in full force and effect, at its sole cost and expense, during the term of this Agreement, commercial general liability insurance for the purpose of protecting Hailey against liability for loss or damage, for bodily injury, property damage, personal injury, death, civil rights violations, and errors and omissions, relating to the operations of the Contractor under this Agreement. Such policy shall provide insurance against property damage in an amount not less than \$500,000.00 and bodily injury with limits of not less \$500,000.00 per person and \$1,000,000.00 total for each occurrence; provided, however, the minimum limits of insurance as set forth herein shall be automatically increased at any time the liability limits of Hailey are increased pursuant to the Idaho Tort Claims Act (*Idaho Code Sections 6-901 et seq.*). Such insurance shall be noncancellable except upon thirty (30) days prior written notice to Hailey. All of the insurance policies shall contain provisions that the insurers shall have no right of recovery or subrogation against Hailey, or Hailey's insurer with regard to the aforementioned losses or damages. The Contractor's certificates of insurance shall name Hailey and its officials, employees and agents as additional named insured and shall be endorsed to specify that such policies cover

the liability assumed by Contractor under this Agreement. Contractor shall also secure and maintain at least the statutory amounts of worker's compensation, disability benefits, and unemployment insurance in accordance with the laws of the State of Idaho. Such insurance shall provide at least thirty (30) days written notice to Hailey before such policy is suspended, canceled, amended or terminated. The Contractor shall provide evidence of acceptable insurance at limits listed above to City Clerk, City of Hailey, 115 Main Street So., Suite H, Hailey, Idaho 83333.

8. Independent Contractor. The Parties do not intend to create through this Agreement any partnership, corporation, employer/employee relationship, joint venture or other business entity or relationship other than that of an independent contractor.
9. Notices. Any notices permitted or required under this Agreement shall be deemed given upon the date of personal delivery or 48 hours after deposit in the United States mail, postage fully prepaid, return receipt requested, addressed to the appropriate party at:

HAILEY:                      City of Hailey  
   Public Works Manager  
   115 South Main Street  
   Hailey, Idaho 83333

CONTRACTOR:              Orr Floor Care  
   Attn: Jeff Orr  
   1123 Lavina Avenue  
   Twin Falls, ID 83301

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

10. Attorney's Fees. In the event either party hereto is required to retain an attorney to interpret or enforce the terms and conditions of this Agreement, or to recover damages as a result of a breach of this Agreement, the prevailing party in any such dispute shall recover from the other party all attorney's fees and costs incurred by the prevailing party, whether or not litigation is instituted or concluded, on appeal or in bankruptcy proceedings.
11. Governing Law. This agreement is governed by, and enforced in accordance with, the laws and decision of the State of Idaho.
12. Entire Agreement. This Agreement sets forth the entire understanding and agreement between the parties hereto, and no amendment or modification to this Agreement shall be made except by means of a written instrument duly executed by both parties.
13. Non-Appropriation. No commitment of public funds will be made prior to the approval of this Agreement. The terms of this Agreement are contingent upon sufficient appropriations being made by the City Council for the performance of this Agreement. If sufficient appropriations are not made, this Agreement shall terminate. Termination pursuant to the terms of this Agreement shall not result in any claim for payment or damages by either Contractor or City. City's decision as to whether sufficient appropriations are available shall be accepted by Contractor and shall be final.

14. Authority. Each of the persons executing this Agreement represents that they have lawful authority and authorization to execute this Agreement, as well as any other documents required hereunder, for and on behalf of the entity executing this Agreement.
15. Assignment. Neither party hereto may transfer or assign this Agreement without prior written consent of the other party.
16. Counterparts. This Agreement may be executed in several counterparts and all so executed shall constitute one Agreement, binding on all the parties hereto even though all the parties are not signatories to the original or the same counterpart.

EXECUTED effective the day and year first above written.

CITY OF HAILEY

By \_\_\_\_\_  
Richard L. Davis, Mayor

ATTEST:

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

CONTRACTOR  
ORR FLOOR CARE

By \_\_\_\_\_  
Jeff Orr



**AGENDA ITEM SUMMARY**

**DATE:** 7/11/11 **DEPARTMENT:** Finance & Records **DEPT. HEAD SIGNATURE:** Mary Cone

**SUBJECT:**

Alcohol Beverage License Renewals

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

**BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:**

Annual renewal of alcohol beverage licenses, which expire each year on July 31.

**FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS**

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

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

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

**RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:**

Motion to approve the following alcohol beverage license renewal, which has been approved by HPD.

The Wicked Spud

**ADMINISTRATIVE COMMENTS/APPROVAL:**

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

**ACTION OF THE CITY COUNCIL:**

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

**FOLLOW-UP:**

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



# ALCOHOL BEVERAGE LICENSE APPLICATION

### APPLICATION FOR:

Liquor \$562.50  \_\_\_\_\_  
 Wine by the Drink \$200.00  \_\_\_\_\_  
 Beer by the Drink \$200.00  \_\_\_\_\_  
 Grocery Sale of Wine \$200.00  \_\_\_\_\_  
 Grocery Sale of Beer \$50.00  \_\_\_\_\_

### APPLICATION IS:

New License   
 Renewal   
 Transfer

TOTAL DUE: 400 -

Applicant Name: Flip & Pour Inc

Business Name: The Wicked Spud

Business Physical Address: 305 N MAIN

Business Mailing Address: 305 N MAIN

Business Phone Number: 788-0009

Property Owner (if different from applicant): \_\_\_\_\_

*(Applicant must attach certified copy of lease showing that owner consents to sale of alcohol on premises.)*

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

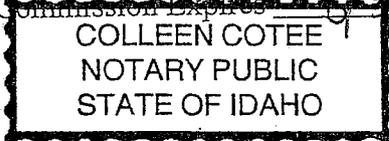
Mike Brown  
Applicant Signature

7/4/11  
Date

Subscribed and sworn to before me this 5 day of July, 20 11

Colleen Cotee  
Notary Public OR City Clerk

Residing at: Hailey, Id  
My Commission Expires 4/30/2016



|                          |       |
|--------------------------|-------|
| <b>Official Use Only</b> |       |
| State License No.        | _____ |
| County License No.       | _____ |
| City License No.         | _____ |
| Date Approved by Council | _____ |
| <u>[Signature]</u>       | _____ |
| Chief of Police          |       |

CITY OF HAILEY ■ 115 MAIN ST. S., SUITE H ■ HAILEY, IDAHO 83333 ■ 788-4221

**AGENDA ITEM SUMMARY**

**DATE:** July 11, 2011    **DEPARTMENT:** Community Development    **DEPT HEAD:** DR

**SUBJECT:** Findings of Fact – approval Wertheimer Park Subdivision Final Plat

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

**BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:**

The Council held a public hearing on June 27, 2011 and approved the final plat of Wertheimer Park Subdivision.

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

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

|  |  |   |
|--|--|---|
| <input checked="" type="checkbox"/> City 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:**

Motion to approve the Findings of Fact Conclusions of Law and Decision for Wertheimer Park Subdivision Final Plat.

**ADMINISTRATIVE COMMENTS/APPROVAL:**

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

**ACTION OF THE CITY COUNCIL:**  
Date \_\_\_\_\_

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

**FOLLOW-UP:**  
\*Ord./Res./Agmt./Order Originals: Record    \*Additional/Exceptional Originals to: \_\_\_\_\_  
Copies (all info.): \_\_\_\_\_  
Copies (AIS only) \_\_\_\_\_  
Instrument # \_\_\_\_\_

## FINDINGS OF FACT, CONCLUSIONS OF LAW AND DECISION

On June 27, 2011, the Hailey City Council held a public hearing to consider the application by City of Hailey, Blaine County and Blaine County School District for Final Plat approval of Wertheimer Park Subdivision. 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 on June 27, 2011 was published in the Idaho Mountain Express on June 8, 2011; the notice was mailed to property owners within 300 feet on June 8, 2011.

#### Application

City of Hailey, Blaine County and Blaine County School District submitted an application for final plat approval for the subdivision of three (3) lots 119,561 square feet (Blaine Manor), 231,357 square feet (Rodeo Grounds) and 618,951 square feet (Hailey Elementary). The total land area of the subdivision is 969,869 square feet, or 22.27 acres.

Upon final plat approval and recordation of the plat, the applicants have agreed to execute quit claim deeds conveying any and all interest the entities may have in the other lots. For example, Hailey will quit claim any and all interests it may have in Lot 1 to the School District and in Lot 3 to Blaine County, the School District will quit claim any and all interests it may have in Lot 2 to the City of Hailey and in Lot 3 to Blaine County and Blaine County will quit claim any and all interests it may have in Lot 1 to the School District and in Lot 2 to the City of Hailey.

#### Procedural History

The Planning and Zoning Commission held a public hearing and recommended approval of the preliminary plat on June 7, 2010. The City Council held a public hearing and conditionally approved the preliminary plat on July 26, 2010. The Council's findings were signed on August 9, 2010.

The Planning and Zoning Commission held a public hearing and recommended approval of the final plat on May 16, 2011.

#### **SECTION 2 - PERMITS.**

**2.9 No permit for the construction of any building shall be issued upon any land for which all improvements required for the protection of health and the provision of safety, (including but not necessarily limited to an approved potable water system, an approved wastewater system to accept sewage, and asphalt paving of the streets) have not been installed, inspected, and accepted by the City of Hailey, with the following exception: Building permits may be**

issued for any building in a development for which plats have been recorded and security provided, but the streets have not yet been completed with asphalt due to winter conditions. In such instances, the street shall be constructed as an all-weather surface to City Standards to the satisfaction of the City Engineer, and shall be kept clear to the satisfaction of the Fire Chief. No Final Inspection approval or Certificate of Occupancy shall be granted until all improvements, including asphalt, have been installed, inspected and accepted.

Notice of this requirement is hereby given to the applicants, and included as a recommended condition of approval.

### **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 City Council held a public hearing and conditionally approved the preliminary plat on July 26, 2010. The Council's findings were signed on August 9, 2010. The final plat was submitted on April 19, 2011.

**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.

#### **Conditions of Preliminary Plat Approval**

a) All applicable Fire Department and Building Department requirements shall be met.

This condition is a standard condition and will be carried over for final plat.

b) All applicable City infrastructure requirements shall be met as outlined in Section 5 of the Hailey Subdivision Ordinance. Detailed plans for all infrastructure to be installed or improved at or adjacent to the site shall be submitted for Department approval and shall meet City Standards where required.

1. Sidewalk, curb and gutter within the Maple Street right-of-way adjacent to 266.17 feet of Lot 3 or a development agreement addressing the construction of a sidewalk upon the redevelopment of Lot 3 with a plat note stating the property is subject to a development agreement; the agreement shall be approved and executed by the City and the County prior to recordation of the plat.

An agreement has been signed by both the City of Hailey and Blaine County and will be recorded with the final plat. The final plat includes a plat note stating Lot 3 is subject to this development agreement.

**c) The final plat shall include the following easements:**

**1. A ten foot (10') wide public access easement along the west property line of Lot 1 south of Chestnut Street to Lot 2.** This easement is shown on the final plat.

**2. All utility easements titled to the benefit of the City of Hailey.** All utility easements are shown to benefit the City of Hailey, except the utility easement along the northern lot line of lot 2, which is to benefit Idaho Power.

**3. All access easements titled to the benefit of the public.** The two access easements are noted as benefiting the public.

**4. A ten foot (10') wide snow storage easement is shown along the east side of Lot 1 extended along the east side of Lot 2.** This easement is shown on the final plat.

**5. The full width and length of all easements.** The full length and widths of all easements are shown on the final plat.

**6. Easements pertaining to Idaho Power service, if applicable.** An easement along the northern lot line of lot 2, for the benefit of Idaho Power is shown on the final plat; this easement would be more appropriate in the form of a written easement rather than being shown on the plat.

**d) Issuance of permits for the construction of buildings within the proposed subdivision shall be subject to Section 2.9 of the Subdivision Ordinance.**

A building permit has been issued for development on Lot 2.

**e) All improvements and other requirements shall be completed and accepted, or surety provided pursuant to Sections 3.3.7 and 5.9.1 of the Subdivision Ordinance, prior to recordation of the final plat.**

This condition is a standard condition and will be carried over for final plat.

**f) The final plat 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.**

The Council's findings were signed on August 9, 2010. The final plat was submitted on April 19, 2011.

**g) Any subdivision inspection fees due shall be paid prior to recording the final plat.**

This condition is a standard condition and will be carried over for final plat.

**h) Any applicable development impact fees shall be paid prior to recording the final plat.**

This condition is a standard condition and will be carried over for final plat.

**i) Upon recordation of the final plat, Hailey will quitclaim any and all interests it may have in Lot 1 to the School District and in Lot 3 to Blaine County, the School District will quitclaim any and all interests it may have in Lot 2 to the City of Hailey and in Lot 3 to Blaine County and Blaine County will quitclaim any and all interests it may have in Lot 1 to the School District and in Lot 2 to the City of Hailey.**

This condition will be carried over for final plat.

**Department Comments**

None

**Standards of Evaluation**

For each of the following pertinent standards of the Subdivision Ordinance (shown in bold print), the Council makes the following Findings of Fact:

**SECTION 4 – DEVELOPMENT STANDARDS**

Development standards were reviewed in detail during the preliminary plat approval process. Please refer to the preliminary plat Findings of Fact and Decision. No changes have been made to the plat since preliminary plat approval.

**SECTION 5 - IMPROVEMENTS REQUIRED.**

- 5.1** It shall be a requirement of the Developer to construct the minimum improvements set forth herein and any required improvements for the subdivision, all to City Standards.
- 5.1.1** Six (6) copies of all improvement plans shall be filed with the City Engineer and made available to each department head. Upon final approval two (2) sets of revised plans shall be returned to the Developer at the pre-construction conference with the City Engineer's written approval thereon. One set of final plans shall be on-site at all times for inspection purposes and to note all field changes upon.
- 5.1.2** Prior to the start of any construction, it shall be required that a pre-construction meeting be conducted with the Developer or his authorized representative/engineer, the contractor, the City Engineer and appropriate City departments. An approved set of plans shall be provided to the Developer and contractor at or shortly after this meeting.
- 5.1.3** The Developer shall guarantee all improvements pursuant to this Section for no less than one year from the date of final acceptance by the City, except that parks shall be guaranteed and maintained by the Developer for a period of two years.
- 5.2** The Developer shall construct all streets, alleys, curb and gutter, lighting, sidewalks, street trees and landscaping, and irrigation systems to meet City Standards, the requirements of this ordinance, the approval of the Council, and to the finished grades which have been officially approved by the City Engineer as shown upon approved plans and profiles. The Developer shall pave all streets and alleys with an asphalt plant-mix, and shall chip-seal streets and alleys within one year of construction.

- 5.2.1 Street cuts made for the installation of services under any existing improved public street shall be repaired in a manner which shall satisfy the Street Superintendent, shall have been approved by the Hailey City Engineer or his authorized representative, and shall meet City Standards. Repair may include patching, skim coats of asphalt or, if the total area of asphalt removed exceeds 25% of the street area, the complete removal and replacement of all paving adjacent to the development. Street cut repairs shall also be guaranteed for no less than one year.
- 5.2.2 Street name signs and traffic control signs shall be erected by the Developer in accordance with City Standards, and the street name signs and traffic control signs shall thereafter be maintained by the City. N/A
- 5.2.3 Street lights in the Recreational Green Belt, Limited Residential, General Residential, and Transitional zoning districts are not required improvements. Where proposed, street lighting in all zoning districts shall meet all requirements of Chapter VIII B of the Hailey Zoning Ordinance.
- 5.3 The Developer shall construct a municipal sanitary sewer connection for each and every developable lot within the development. The Developer shall provide sewer mains of adequate size and configuration in accordance with City Standards, and all federal, state, and local regulations. Such mains shall provide wastewater flow throughout the development. All sewer plans shall be submitted to the City Engineer for review and approval. At the City Engineer's discretion, plans may be required to be submitted to the Idaho Department of Environmental Quality (DEQ) for review and comments.
- 5.4 The developer shall construct a municipal potable water connection, water meter and water meter vault in accordance with City Standards, or other equipment as may be approved by the City Engineer, for each and every developable lot within the development. The Developer shall provide water mains and services of adequate size and configuration in accordance with City Standards, and all federal, state, and local regulations. Such water connection shall provide all necessary appurtenances for fire protection, including fire hydrants, which shall be located in accordance with the IFC and under the approval of the Hailey Fire Chief. All water plans shall be submitted to the City Engineer for review and approval. At the City Engineer's discretion, plans may be required to be submitted to the Idaho Department of Environmental Quality (DEQ) for review and comments.
- 5.4.1 Within the Townsite Overlay District, where water main lines within the alley are less than six (6) feet deep, the developer shall install insulating material (blue board insulation or similar material) for each and every individual water service line and main line between and including the subject

property and the nearest public street, as recommended by the City Engineer.

- 5.5 The Developer shall provide drainage areas of adequate size and number to meet the approval of the Street Superintendent and the City Engineer or his authorized representative.
- 5.6 The Developer shall construct each and every individual service connection and all necessary trunk lines, and/or conduits for those improvements, for natural gas, electricity, telephone, and cable television to the property line before placing base gravel for the street or alley.
- 5.7 The Developer shall improve all parks and Green Space areas as presented to and approved by the Commission and Council. N/A
- 5.8 All improvements are to be installed under the specifications and inspection of the City Engineer or his authorized representative. The minimum construction requirements shall meet City Standards or the Department of Environmental Quality (DEQ) standards, whichever is the more stringent.
- 5.9 Installation of all infrastructure improvements must be completed by the Developer, and inspected and accepted by the City prior to signature of the plat by City representatives, or according to a phasing agreement. A post-construction conference shall be requested by the Developer and/or contractor and conducted with the developer and/or contractor, the City Engineer, and appropriate City departments to determine a punch list of items for final acceptance.
- 5.9.1 The Developer may, in lieu of actual construction, provide to the City security pursuant to Section 3.3.7, for all infrastructure improvements to be completed by Developer after the final plat has been signed by City representatives.
- 5.10 Prior to the acceptance by the City of any improvements installed by the Developer, three (3) sets of "as-built plans and specifications" certified by the Developer's engineer shall be filed with the City Engineer.

## CONCLUSIONS OF LAW

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

1. Adequate notice, pursuant to Section 3 of the Hailey Subdivision Ordinance, was given for the public hearing; and
2. Upon compliance with the conditions noted below, the application substantially meets the standards of approval set forth in the Hailey Subdivision Ordinance.

## DECISION

Based upon the above Findings of Fact and Conclusions of Law, the application for Final Plat, dated April 2011, is approved by the Hailey City Council subject to the following terms and conditions:

- a) The final plat submitted for signature shall include plat notes 1 through 2 as stated on the approved final plat. Plat note number 1 should be amended to delete reference to Ordinances 273 and 462.
- b) The easement along the northern lot line of lot 2, for the benefit of Idaho Power is shown on the final plat shall be granted in the form of a written easement and not shown on the plat submitted for signature.
- c) All City infrastructure requirements shall be met as outlined in Section 5 of the Hailey Subdivision Ordinance. 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. Infrastructure to be completed at the applicant's sole expense include, but will not be limited to, the following requirements and improvements:
- d) The development agreement addressing the construction of a sidewalk upon the redevelopment of Lot 3 approved and signed by the City and the County shall be recorded with the recordation of the plat.
- e) All improvements and other requirements shall be completed and accepted, or surety provided pursuant to Sections 3.3.7 and 5.9.1 of the Subdivision Ordinance, prior to recordation of the final plat.
- f) The final plat shall be recorded within one year of the date of final plat approval. The final plat submitted for signature shall conform to the requirements found in Article 50-1301 (et. seq.) of the Idaho Code (as amended) and to the requirements set forth by Blaine County for digital plat submittals. The applicant shall provide the City with a letter-size or ledger-size photocopy of the recorded plat showing the instrument number and date of recordation.

g) Any subdivision inspection fees due shall be paid prior to recording the final plat.

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

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

Attest:

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



**AGENDA ITEM SUMMARY**

DATE: July 11, 2011

DEPARTMENT: Community Development

DEPT HEAD: DR

**SUBJECT:** Findings of Fact – approval of zoning change of Friedman Park Subdivision, Lot 11A, Block 2 (960 S Main St) from Light Industrial (LI) to Limited Business (LB)

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

**BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:**

The Council held a public hearing on June 27, 2011 and approved the zoning change of Friedman Park Subdivision, Lot 11A, Block 2 (960 S Main St) from Light Industrial (LI) to Limited Business (LB).

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

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

- |  |  |   |
|--|--|---|
| <input checked="" type="checkbox"/> City 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:**

Motion to approve the Findings of Fact Conclusions of Law and Decision for the rezone of Friedman Park Subdivision, Lot 11A, Block 2 (960 S Main St) from Light Industrial (LI) to Limited Business (LB).

**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)

## **FINDINGS OF FACT, CONCLUSIONS OF LAW AND DECISION**

On June 27, 2011, the Hailey City Council considered an application submitted by Airport LLC for an amendment to the Hailey Zoning Map. The proposed amendment would change the zoning for Friedman Park Subdivision, Block 2, Lot 11A from Light Industrial (LI) to Limited Business (LB). The subject property is located at 960 S. Main St. 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.

### **Notice**

Notice for the public hearing scheduled for June 13, 2011 was published in the Idaho Mountain Express and mailed to owners within 300 feet and to public agencies and area media on May 25, 2011 and continued on the record on June 13 to June 27, 2011. Notice was posted on all external boundaries of the property on June 17, 2011.

### **Application**

The applicant, Airport LLC, initiated action for a zone change from Light Industrial (LI) to Limited Business (LB) to allow for complimentary services to rodeo arena and ice rink located to the north of the property.

The applicant's proposal is to develop a business, geared toward tourism and the hosting of special events on the site. The applicant believes proposed business type could enhance the community activity capability and aesthetics in the area and along South Main Street.

### **Procedural History**

The Planning and Zoning Commission held a public hearing on the proposed amendments on April 13, 2011. The Commission recommended a zoning map amendment to change the zoning of Lot 11A, Block 2, Friedman Park Subdivision (960 S. Main St) from Light Industrial (LI) to Limited Business (LB). The recommendation was made with the condition that a development agreement be executed providing residential uses on the lot be prohibited as long as an airport exists on adjacent property.

The Commission determined that the proposed amendment conforms to the Comprehensive Plan's land use map. The Land Use Map depicts the area proposed for rezone as a "Community Activity Area". Goal 5.1 of the Comprehensive Plan describes Community Activity Area as areas located at the north and south ends of the Main Street Corridor. High density residential is encouraged in these areas as is commercial and mixed use development, but these goals remain subordinate to the infill of Downtown. The Commission determined the rezone would further the development of the South Main Activity Area identified in the Comprehensive Plan.

The Commission determined that the proposed rezone would be compatible with the surrounding area since the area to the north of the proposed property includes: the skate park, the ice rink, the rodeo arena, a restaurant, and a gasoline service station. The Commission made this determination even though rezoning the proposed property would make the property's zoning different from that of the property used for automobile sales and various LI uses to the West and South. It was determined the rezoning would likely not impact these properties. This rezone

would also be generally consistent with the changes to the Airport Way LI area anticipated to occur in association with the redevelopment of the FMA site.

The Commission considered the number of vacant buildings currently located in the LB district, such as Sweetwater, R. Davis Business Center Subdivision, Woodside Subdivision lots, and Copper Ranch parcels, and the distance of the parcel proposed for rezone from the Central Core Overlay District boundary. Ultimately, after considering these factors, the Commission recommended the proposed property be rezoned.

**Standards of Evaluation**

Section 14.6 of the Hailey Zoning Ordinance establishes the standards for proposed zoning ordinance map amendments. For each applicable standard (in bold print), the City Council makes the following Findings of Fact:

**14.6 When evaluating any proposed amendment under this Article, the Council shall make findings of fact on the following criteria:**

**a. The proposed amendment is in accordance with the Comprehensive Plan;**

The Comprehensive Plan Land Use Map reflects suitable projected land uses for the City. It considers existing conditions, trends, and desirable future situations, the objective being a balanced mix of land uses for the community. The Map establishes a basis and direction for the expansion and/or location of business, residential, industrial, institutional and green space areas within and adjacent to the City. The Land Use Map depicts the area proposed for rezone as a "Community Activity Area". Goal 5.1 of the Comprehensive Plan describes Community Activity Area as areas located at the north and south ends of the Main Street Corridor. High density residential is encouraged in these areas as is commercial and mixed use development, but these goals remain subordinate to the infill of Downtown.

|                      | <b>COMP PLAN DESIGNATION</b>   | <b>ZONING DESIGNATION</b> | <b>LAND USE</b>   |
|----------------------|--------------------------------|---------------------------|---|
| <b>Existing</b>      | Community Activity Area        | LI (Light Industrial)     | Vacant/Building   |
| <b>Proposed</b>      | No Change                      | LB (Limited Business)     | Business/Special Events   |
| <b>North of site</b> | Community Activity Area        | LB (Limited Business)     | Car Wash & Gasoline Station, Restaurant, and Rodeo Arena & Ice Rink |
| <b>South of site</b> | Light Industrial/Business Park | LI (Light Industrial)     | Manufacturing Contractor sales                                      |
| <b>East of site</b>  | Community Activity Area        | Airport                   | Airport Run way   |
| <b>West of site</b>  | Community Activity Area        | LI (Light Industrial)     | New and Used Car Sales Dealership                                   |

**b. Essential public facilities and services are available to support the full range of proposed uses without creating excessive additional requirements at public cost for the public facilities and services;**

Due to the location of Friedman Park Sub Bk 2 Lot 11A (situated along South Main Street and in proximity to LB areas directly across the street), public facilities and services are available and sufficient to support the full range of uses permitted by the LB district.

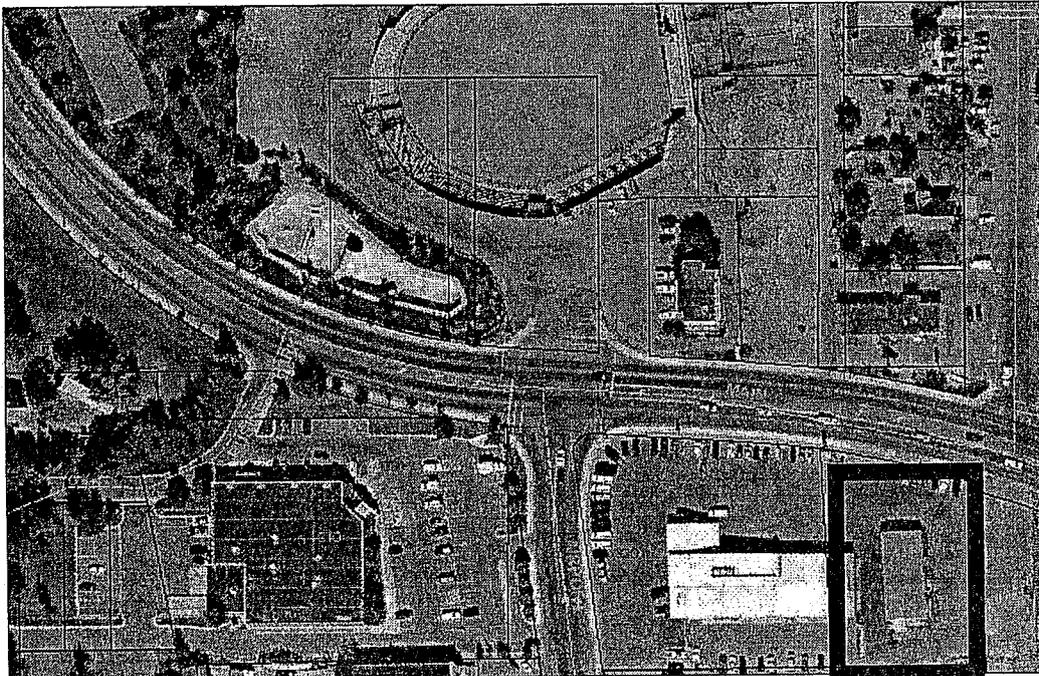
**c. The proposed uses are compatible with the surrounding area; and**

The LB newly rezoned area matches the zoning of properties to the North including: the skatepark, ice rink, rodeo arena, restaurant, and gasoline service station. Though the rezoning of Friedman Sub Bk 2 Lot 11A to LB makes the parcel's zoning different than automobile sales and various LI uses to the West and South, these properties likely will not be impacted. However, rezoning this parcel would likely not impact these properties. The land use strategy for the redevelopment of the airport site anticipates the north end of the airport site and properties along Airport Way to redevelop in a manner consistent with the Comprehensive Plan and traditional LI uses will be phased out of this area of the city. Finally, the rezone will not impact the airport runway to the East. As noted earlier, property owners within 300 feet were notified by mail of this potential rezone and no comments were received.

**d. The proposed amendment will promote the public health, safety and general welfare.**

The rezone is consistent with the Comprehensive Plan's description of Community Activity Areas on the north and south ends of Main Street. The general welfare of neighboring properties will unlikely be negatively impacted, based on the nature of the uses allowed in the LB District.

Map of parcel/ adjacent areas



**14.6.1 When evaluating any proposed Zoning Ordinance Map Amendment to rezone property to Business (B) Zoning District, Limited Business (LB) Zoning District, or Transitional (T) Zoning District, the Council shall consider the following:**

**a. Vacancy rates of existing buildings and land within the existing Business (B), Limited Business (LB) or Transitional (T) Zoning Districts. A lower vacancy rate will favor a rezone, while a higher vacancy rate will not favor a rezone.**

| <b>LB District</b>                                   | <b>Vacant Lots</b>  | <b>Vacant Buildings</b>           |
|--|---|-----------------------------------|
| South end of Main Street                             | Lots 1-3 Rick Davis Business Center Subdivision<br>(0.99 acres in total)                                  |                                   |
| Intersection of Woodside Blvd. and Winterhaven Dr.   | Lots 1A and 2A, Block 61, Woodside Subdivision No. 15<br>(3.44 acres)                                     |                                   |
| Intersection of Shenandoah Dr. and Countryside Blvd. | Lot 1 and 2, Block 21, Woodside Subdivision No. 6 (1.2 acres)   |                                   |
| Sweetwater   | Sweetwater was approved for development; however, in the undeveloped area there is presently 13.08 acres. | Sweetwater - 22 residential units |
| Copper Ranch   | Parcel A5, Copper Ranch (1.65 acres)  | Health Club                       |
|  | Block 85 Woodside Subdivision No. 24 (2.7 acres)  |                                   |
|  | Lot 1, Block 67, Woodside Subdivision No. 18 (1.56 acres)   |                                   |

**b. The distance of the parcel proposed for rezone from the Central Core Overlay District boundary. A shorter distance from the Central Core Overlay District boundary will favor a rezone, while a longer distance from the Central Core Overlay District boundary will not favor a rezone.**

The approximate distance from the Central Core Overlay District Boundary to Friedman Park Sub Bk 2 Lot 11A is 0.42 miles.

While the development agreement for Sweetwater allows a portion of the development to be zoned Limited Business, it is limited to Lots 1 & 2 in Block 16 and Lot 1 in Block 20, Parcels "B2" and "G" of Woodside Subdivision, and Lots 1 & 2 in Block 21 of Woodside Subdivision.

At Copper Ranch, the Health Club (front addition to tennis courts) remains vacant as the project is not complete. Lots 1A and 2A in Block 61 of Woodside Subdivision (3.44 acres), located at the intersection of Winterhaven Dr. and Woodside Blvd, are also vacant. Each of these Limited Business (LB) zone areas, are however, in other parts of town from the proposed rezone lot, and are completely surrounded by residential areas and the proposed rezone lot is not. Therefore, the vacant building and lots will likely not impact the uses of the proposed rezone lot.

In considering impacts the rezone may have on surrounding properties, the Council also considered impacts the surrounding properties may have on the proposed rezoned property. The Council agreed that since Friedman Memorial Airport is adjacent property, the Friedman Memorial Airport noise impact disclosure should be included in the development agreement acting as notice to any future owners of the property.

### CONCLUSIONS OF LAW

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

1. Adequate notice, pursuant to Section 14.4.1 of the Hailey Zoning Ordinance No. 532 and Idaho Code, Section 67-6511, was provided.
2. The Zoning Map amendment is in accordance with the Hailey Comprehensive Plan, essential public facilities and services are available to support the full range of proposed uses without creating excessive additional requirements at public cost for the public facilities and services; the proposed uses are compatible with the surrounding area; and the proposed amendment will promote the public health, safety and general welfare; and the vacancy rates and distance from the Central Core Overlay were considered and the rezone was approved.

## DECISION

Based upon the above Findings of Fact and Conclusions of Law, the City Council approves the zoning map amendment to change the zoning of Lot 11A, Block 2, Friedman Park Subdivision (960 S. Main St.) from Light Industrial (LI) to Limited Business (LB) rezone subject to the following terms and conditions:

1. A development agreement be executed providing residential uses on the lot be prohibited as long as an airport exists on adjacent property; and
2. The development agreement include the Friedman Memorial Airport noise and fume impact disclosure, stating: Lot 11A, Block 2, Friedman Park Subdivision (960 S. Main St) is located adjacent to the Friedman Memorial Airport in a noise impact area; that present and future noise impacts might be annoying to the buyer and might interfere with the unrestricted use and enjoyment of the property; that these noise impacts might change over time by virtue of greater numbers of aircraft, louder aircraft, seasonal variations, and time of day variations; the changes in airport, aircraft and air traffic control operating procedures or in airport layout could result in increased noise impacts and that the buyer's own personal perceptions of the noise impact could change and that his or her sensitivity to aircraft noise could increase.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

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

Attest:

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



AGENDA ITEM SUMMARY

DATE: 7/11/2011

DEPARTMENT: Legal

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

SUBJECT:

Summary of Hailey Ordinance No. 1084 (Amplified Sound Ordinance amendment)

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

I am enclosing a summary of Hailey Ordinance No. 1084 which amends Chapter 9.04 of the Hailey Municipal Code.

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:

Make a motion to approve the summary of Hailey Ordinance No. 1084.

FOLLOW-UP REMARKS:

## SUMMARY OF HAILEY ORDINANCE NO. 1084

The following is a summary of the principal provisions of Ordinance No. 1084 of the City of Hailey, Idaho, duly passed and adopted July 11, 2007, by the City Council and Mayor of the City of Hailey:

AN ORDINANCE OF THE CITY OF HAILEY, IDAHO, AMENDING CHAPTER 9.04, OFFENSES AGAINST PUBLIC PEACE OF THE HAILEY MUNICIPAL CODE BY ESTABLISHING AN OUTDOOR AMPLIFIED SOUND PERMIT AND EXEMPTING APPROVED SPECIAL EVENT PERMITS, PARK RESERVATION AND OUTDOOR AMPLIFIED SOUND PERMITS FROM THE RESTRICTIONS OF SECTION 9.04.030; BY PROVIDING FOR A SEVERABILITY CLAUSE; BY PROVIDING FOR A REPEALER CLAUSE; AND BY PROVIDING FOR THE EFFECTIVE DATE OF THIS ORDINANCE UPON PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW

Hailey Ordinance No. 1084 amends the Hailey Municipal Code, as follows:

**Section 1** amends Section 9.04.030 of the Hailey Municipal Code, to allow outdoor amplified sound with an approved Special Events permit, park reservation or amplified sound permit between 10:00 a.m. and 10:00 p.m., and sounds emitted by snow removal and yard maintenance equipment, to provide for an administrative review process for an outdoor amplified sound permit, including an application process, a review process to approve or deny an outdoor amplified sound permit application with appropriate findings and an appeal process, to allow a police officer to visit and measure and mark the maximum decibel level on the sound equipment during an event, and to limit the decibel level to ninety decibels measured at the property line at any time during the event.

**Section 2** provides for a severability clause.

**Section 3** provides for a repealer clause.

**Section 4** provides for an effective date of the ordinance.

The full text of Ordinance No. 1084 is available at Hailey City Hall at 115 South Main Street, Suite H, Hailey, Idaho 83333 and will be provided to any citizen upon request during regular business hours.

**CERTIFICATION OF CITY ATTORNEY**

I, the undersigned Attorney at Law, as attorney for the City of Hailey, Idaho, hereby certify that I have read the foregoing summary of Ordinance No. 1084 of the City of Hailey, that I have compared it to the full text of Ordinance No. 1084, and that in my opinion, the above summary is true and complete and provides adequate notice to the public of the contents of said Ordinance.

Dated this \_\_\_\_\_ day of July, 2011.

\_\_\_\_\_  
Ned Williamson, Hailey City Attorney

Publish: Idaho Mountain Express, July \_\_\_\_, 2011

