

AGENDA ITEM SUMMARY

DATE: 7/16/2012

DEPARTMENT: Legal

DEPT. HEAD SIGNATURE: _____

SUBJECT:

First Amendment to Planned Unit Development Agreement for Mountain Sage Subdivision II and Resolution No. ____

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

I was recently contacted by Michelle Griffith of ARCH about a proposal to deed restrict two townhomes in Woodside. In 2005, Hailey approved a PUD for a small subdivision along Woodside Boulevard. A PUD Agreement was adopted, which in pertinent part provided the developer was to construct and deed restrict a 3 bedroom townhome. As it turns out, the unit was constructed in a two unit townhome building but the developer lost the entire development in a foreclosure. The deed of trust which was foreclosed was subsequent to the PUD. Therefore, the terms of the PUD Agreement survives the foreclosure action.

ARCH wishes to acquire the 2 unit townhome building but would like to deed restrict both units, not just one unit. From a marketing viewpoint, ARCH believes it makes more sense to market two deed restricted units instead of marketing similar adjacent units, one with and one without a deed restriction. I would point out that the proposed deed restriction, which is attached to the proposed First Amendment, would expire after a definite term, while the deed restriction contemplated in the PUD Agreement would be perpetual. In light of the present real estate market and the problem of marketing of adjacent units, one with and one without a deed restriction, I would recommend that we proceed with the amendment. I am told that the BCHA consents to this arrangement.

A copy of the 2005 PUD Agreement is attached.

Ned

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)
____ 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 First Amendment to Planned Unit Development Agreement for Mountain Sage Subdivision II and Resolution No. ____ and authorize the mayor to sign.

FOLLOW-UP REMARKS:

**FIRST AMENDMENT TO PLANNED UNIT DEVELOPMENT AGREEMENT
FOR MOUNTAIN SAGE SUBDIVISION II**

This First Amendment to Planned Unit Development Agreement for Mountain Sage Subdivision II ("Amendment"), is made this ___ day of July, 2012, by and between ARCH Community Housing Trust, Inc., an Idaho non-profit corporation ("Owner"), and City of Hailey, Idaho ("City").

RECITALS

A. On or about February 14, 2005, the Owner's predecessor and the City executed a Planned Unit Development Agreement for Mountain Sage Subdivision II, recorded on April 29, 2005, as Instrument No. 519436, records of Blaine County ("Agreement").

B. The Paragraph 2 of the Agreement provides that certain improvements are to be constructed on the Property described in the Agreement, which have been constructed. The improvements included construction of one community housing unit on Sublot 1 or such other lot as may be mutually agreed upon. The Agreement also provides that the community housing unit shall be sold in accordance with the Blaine-Ketchum Community Housing Guidelines. Townhouses have been constructed on Sublots 1A and 2A of North Mountain Sage Townhomes, according to the official plat thereof, recorded as Instrument No. 526745, records of Blaine County, Idaho ("Townhomes").

C. The Owner's predecessor, Homestead Investments, Inc., incurred indebtedness which was secured by a deed of trust on the property described in the Agreement, which was recorded subsequent to the Agreement. The deed of trust was subsequently foreclosed.

D. The Owner has purchased the Townhomes and wishes to modify the Agreement to reflect compliance with the Agreement, but to delete the requirement that the community housing unit be sold in accordance with the Blaine-Ketchum Community Housing Guidelines. In exchange, the Owner shall record a deed restriction regarding affordability and resale against the Townhomes.

E. Owner and City now desire to modify the Agreement in the manner set forth herein.

AGREEMENT

NOW, THEREFORE, based upon the foregoing recitals which are incorporated in the Amendment below as though set forth in full, and for good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. Amendments. Owner and City hereby agree to amend the Agreement as follows:

A. Paragraph 2(E) of the Agreement is deleted in its entirety and the following is substituted therefor:

Owner shall offer for sale the Townhomes located on Lots 1A and 1B of North Mountain Sage Townhomes, according to the official plat thereof, recorded as Instrument No. 526745, records of Blaine County, Idaho, to individuals who qualify for ownership of a "qualified homeownership housing unit" as defined in 24 CFR 92.254 and applicable regulations. At or before the sale of the Townhomes, Owner shall record the Memorandum of Restrictive Covenants and Regulatory Agreement, attached hereto as **Exhibit "A"**.

B. Paragraph 6(B) of the Agreement is deleted in its entirety.

2. Construction. In the event of any conflict or inconsistency between the Agreement and this Amendment, the provisions of this Amendment shall control. Except as otherwise provided herein, however, the provisions of the Agreement shall remain in full force and effect. As used herein all capitalized terms shall have the same meaning as set forth in the Agreement unless the context clearly requires otherwise.

The Parties have executed this Amendment as of the date first above written.

ARCH Community Housing Trust, Inc.

By: _____

Name:

Title:

City of Hailey, Idaho

By: _____

Fritz Haemmerle, Mayor

ATTEST:

By _____

Mary Cone, City of Hailey

CONSENT:

Blaine County Housing Authority

_____, its _____

STATE OF IDAHO)
) ss.
County of Blaine)

On this ____ day of July, 2012, before me, a Notary Public in and for said State, personally appeared MICHELLE GRIFFITH, known or identified to me to be the executive director of ARCH Community Land Trust, Inc., an Idaho nonprofit corporation, who subscribed said corporation name to the foregoing instrument, and acknowledged to me that she executed the same in said corporation name.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

Notary Public for Idaho
Residing at: _____
My commission expires: _____

STATE OF IDAHO)
 : SS
COUNTY OF BLAINE)

On this ____ day of July, 2012, before me, a Notary Public in and for said State, personally appeared FRITZ HAEMMERLE, known or identified to me to be the Mayor of the City of Hailey, who executed the foregoing instrument, and acknowledged to me that he executed the same.

In witness thereof, I have set my hand and affixed my seal the day and year in this certificate above written.

(Seal)

Notary Public for Idaho
Residing at: _____
My commission expires: _____

1 When recorded return to:
2 Idaho Housing and Finance Association
3 Grant Programs
4 P.O. Box 7899
5 565 West Myrtle
6 Boise, Idaho 83707-1899
7
8
9

STATUTORY NOTICE:

The name and address of the entity holding a lien or other interest created by this instrument are set forth below, and the tax account number of the property subject to the lien or in which the interest is created is: IDAHO HOUSING AND FINANCE ASSOCIATION

Legal Description – Exhibit “A” to be attached

10
11 **Idaho Housing And Finance Association Home Program**
12 **2012 Acquisition With Minor Updates For Resale Activity**

13 **MEMORANDUM OF RESTRICTIVE COVENANTS**
14 **AND REGULATORY AGREEMENT**
15

16
17 THIS MEMORANDUM OF RESTRICTIVE COVENANTS, ("Memorandum"), dated _____, 2012 by
18 and its successors and assigns, (the "Owner") is given as a condition precedent to the award of HOME
19 Investment Partnership (HOME) Program funds by **Idaho Housing and Finance Association**, an independent
20 body corporate and political of the State of Idaho ("IHFA"), together with any successor to its rights, duties, and
21 obligations.

22 Owner is the owner of a property located at ("the Project"). The Legal Description of the Property on
23 which the Project is located is attached as Exhibit A.
24 Owner has applied to IHFA and entered into a HOME Loan and Regulatory Agreement ("Loan Agreement") for
25 an award to the Project as approved in accordance with the IHFA HOME 2011 Acquisition With Minor Updates
26 For Resale Activity, 2012 Administrative Plan in an amount not to exceed \$ _____. Pursuant to the terms of the
27 Loan Agreement, Owner has represented to IHFA that Owner will maintain the restrictions regarding affordability
28 and resale for the Period of Affordability specified in the Agreement. IHFA has entered into agreements with
29 Owner pursuant to which Owner assumes all responsibilities of the Project pursuant to the Agreement.

30 In consideration of the promises and covenants set forth below and of other valuable consideration, the receipt and
31 sufficiency of which is acknowledged, the Owner and IHFA agree as follows:
32

33 **SECTION 1 - DEFINITIONS**

34 All the words and phrases used in this Memorandum shall have the same meaning as when used in the Loan
35 Agreement and in 24 CFR Part 92 (HOME Program Final Rule) unless the context requires otherwise.

36 **SECTION 2 - RECORDING AND FILING; COVENANTS TO RUN WITH THE LAND**

- 37 (A) Promptly after this Declaration is signed by Owner and IHFA, Owner shall record this Memorandum and all
38 amendments and file in the official public land deed records of _____ County, and shall pay all fees and
39 charges incurred in connection therewith. Upon recording, the Owner shall immediately transmit to IHFA a
40 signed original or certified copy of the recorded Memorandum showing the date, deed book and page
41 numbers of record.
- 42 (B) The Owner intends, declares, and covenants, on behalf of itself and all future Owners and operators of the
43 Project during the term of this Memorandum, that this Memorandum, and the covenants and restrictions set
44 forth in this Memorandum regulating and restricting the use, occupancy and transfer of the Project: (1) shall
45 be and are covenants running with the Project land, encumbering the Project for the term of this

46 Memorandum, binding upon the Owner's successors in title and all subsequent Owners and Operators of the
47 Project; (2) are not merely personal covenants of the Owner; and (3) shall bind the Owner (and the benefits
48 shall inure to IHFA and any past, present or prospective tenant of the Project) and its respective successors
49 and assigns during the term of this Memorandum. The Owner agrees that any and all requirements of the
50 laws of the State of Idaho to be satisfied in order for the provisions of this Memorandum to constitute deed
51 restrictions and covenants running with the land shall be deemed to be satisfied in full, and that any
52 requirements of privileges of estate are intended to be satisfied, or in the alternate, that an equitable
53 servitude has been created to insure that these restrictions run with the Project. For the term of this
54 Memorandum, each and every contract, deed or other instrument hereafter signed conveying the Project or
55 portion thereof shall expressly provide that such conveyance is subject to this Memorandum, provided,
56 however, the covenants contained herein shall survive and be effective regardless of whether such contract,
57 deed, or other instrument hereafter signed conveying the Project or portion thereof provides that such
58 conveyance is subject to this Memorandum.

59 (C) The Owner covenants to obtain the consent of any prior recorded lien holder on the Project to this
60 Memorandum.

61 **SECTION 3 - TERM OF MEMORANDUM (PERIOD OF AFFORDABILITY)**

62 The terms of this Memorandum, and the Period of Affordability specified herein, applies to the Project
63 immediately upon recordation, and the owner shall comply with all restrictive covenants herein not later than the
64 first day in the Project period on which any building which is part of the Project is placed in service. This
65 Memorandum shall terminate () years after the date the Project is purchased.

66 **SECTION 4 - REPRESENTATIONS, COVENANTS AND WARRANTIES OF THE OWNER**

67 **The Owner represents, covenants, and warrants as follows:**

68 (A) The Owner (1) is qualified to transact business under the laws of the State of Idaho, (2) has the power and
69 authority to own its properties and assets and to carry on its business as now being conducted, and (3) has
70 the full legal right, power and authority to sign and deliver this Memorandum.

71 (B) The execution and performance of this Memorandum by the Owner (1) will not violate or, as applicable, has
72 not violated any provision of law, rule or regulation, or any order of any court or other agency or
73 governmental body, (2) will not violate or, as applicable, has not violated any provision of any indenture,
74 agreement, mortgage, Note, or other instrument to which the Owner is a party or by which it or the Project is
75 bound, and (3) will not result in the creation or imposition of any prohibited encumbrance of any nature.

76 (C) The Owner will, at the time of execution and delivery of this Memorandum, have good and marketable title
77 to the premises constituting the Project free and clear of any lien or encumbrance (subject to encumbrances
78 created pursuant to this Memorandum, any Loan Documents relating to the Project or other permitted
79 encumbrances).

80 (D) There is no action, suit, or proceeding at law or in equity, by or before any governmental instrumentality or
81 other agency now pending, or, to the knowledge of the Owner, threatened against or affecting it, or any of
82 its properties or rights, which if adversely determined, would materially impair its right to carry on business
83 substantially as now conducted (and as now contemplated by this Memorandum) or would materially
84 adversely affect its financial condition.

85 (E) The Project constitutes or will constitute a qualified affordable homeownership housing unit(s) as defined in
86 24 CFR 92.254 and applicable regulations.

87 (G) During the term of this Memorandum, Owner will maintain the Project in accordance with the Property
88 Standards requirements of 24 CFR 92.251.

89 (H) Subject to the requirements of 24 CFR 92 and this Memorandum, the Owner may sell, transfer or exchange
90 the entire Project at any time, but the Owner shall notify in writing and obtain the prior agreement of any
91 buyer or successor or other person acquiring the Project or any interest therein that such acquisition is
92 subject to the requirements of this Memorandum and to the requirements of 24 CFR 92 and applicable

- 93 regulations. This provision shall not act to waive any other restriction on sale, transfer, or exchange of the
 94 Project or any low-income portion of the Project. The Owner agrees that IHFA may void any sale, transfer,
 95 or exchange of the Project if the buyer or successor or other person fails to assume in writing the
 96 requirements of this Memorandum and the requirements of 24 CFR 92.
- 97 (I) The recapture provisions of 24 CFR 92.254 apply to the Project. After each unit of the project is sold to an
 98 eligible homebuyer, the housing must be the principal residence of that homebuyer throughout the period of
 99 affordability. If the housing unit does not continue to be the principal residence of the homebuyer for the
 100 duration of the period of affordability, IHFA will enforce HOME recapture as defined in 24 CFR
 101 92.254(a)(5)(ii).
- 102 (J) The Owner will notify IHFA in writing prior to any sale, transfer, or exchange of the entire Project or any
 103 low-income portion of the Project.
- 104 (K) The Owner shall not demolish any part of the Project, substantially subtract from any real or personal
 105 property of the Project, or permit the use of any residential unit for any purpose other than home ownership
 106 during the term of this Memorandum unless required by law or unless IHFA has given its prior written
 107 consent.
- 108 (L) If the Project, or any part thereof, shall be damaged, destroyed, shall be condemned, or acquired for public
 109 use, the Owner will use its best efforts, subject to the rights of any mortgagee, to repair and restore the
 110 Project to substantially the same condition as existed prior to the event causing such damage or destruction,
 111 or to relieve the condemnation, and thereafter to operate the Project in accordance with the terms of this
 112 Memorandum.
- 113 (M) The Owner warrants that it has not and will not sign any other Memorandum with provisions contradictory
 114 to, or in opposition to, the provisions hereof, and that in any event, the requirements of this Memorandum
 115 are paramount and controlling as to the rights and obligations herein set forth and supersede any other
 116 requirements in conflict herewith.

117 **SECTION 5 – IHFA’S RIGHT TO INSPECT; OWNER’S OBLIGATION TO REPORT**

- 118 (A) The Owner shall permit, during normal business hours and upon reasonable notice, any duly authorized
 119 representative of IHFA, to inspect any books and records of the Owner regarding the Project with respect to
 120 the incomes of Low-Income Homebuyers which pertain to compliance with IHFA's Occupancy Restrictions
 121 specified in this Memorandum.
- 122 (B) The Owner shall submit any other information, documents, or certifications requested by IHFA which IHFA
 123 shall deem reasonably necessary to substantiate the Owner's continuing compliance with the provisions of
 124 IHFA's Occupancy Restrictions specified in this Memorandum.

125 **SECTION 6 - ENFORCEMENT OF 24 CFR 92 AFFORDABLE HOUSING AND INCOME TARGETING**
 126 **REQUIREMENTS**

- 127 (A) The Owner covenants that it will not knowingly take or permit any action that would result in a violation of
 128 the requirements of 24 CFR 92 and applicable regulations of this Memorandum. Moreover, Owner
 129 covenants to take any lawful action (including amendment of this Memorandum as may be necessary, in the
 130 opinion of IHFA) to comply fully with all applicable rules, rulings, policies, procedures, regulations or
 131 other official statements promulgated or proposed and published by HUD from time to time pertaining to
 132 Owner's obligations under 24 CFR 92 and affecting the Project.
- 133 (B) The Owner acknowledges that the primary purpose for requiring compliance by the Owner with restrictions
 134 provided in this Memorandum is to assure compliance of the Project and the Owner with 24 CFR 92 and the
 135 applicable regulations, AND BY REASON THEREOF, THE OWNER IN CONSIDERATION FOR
 136 RECEIVING HOME INVESTMENT PARTNERSHIP FUNDS FOR THIS PROJECT AGREES AND
 137 CONSENTS THAT IHFA AND ANY HOMEBUYER WHO MEETS THE INCOME LIMITATION
 138 APPLICABLE UNDER 24 CFR 92 (WHETHER PROSPECTIVE, PRESENT OR FORMER OCCUPANT)
 139 SHALL BE ENTITLED, FOR ANY BREACH OF THE PROVISIONS HEREOF, AND IN ADDITION
 140 TO ALL OTHER REMEDIES PROVIDED BY LAW OR IN EQUITY, TO ENFORCE SPECIFIC

141 PERFORMANCE BY THE OWNER OF ITS OBLIGATIONS UNDER THIS MEMORANDUM IN A
142 STATE COURT OF COMPETENT JURISDICTION. The Owner further specifically acknowledges that
143 the beneficiaries of the Owner's obligations hereunder cannot be adequately compensated by monetary
144 damages in the event of any default hereunder.

145 (C) The Owner agrees that the representations and covenants set forth herein may be relied upon by IHFA and
146 all persons interested in Project compliance under 24 CFR 92 and the applicable regulations.

147 (D) The Owner agrees to take any and all actions reasonably required by IHFA to substantiate the Owner's
148 compliance with 24 CFR 92 as now constituted or subsequently amended.

149 (F) This Memorandum and the Agreement of which it is a part may be enforced by IHFA or its designee in the
150 event the Owner fails to satisfy any of the requirements herein. In addition, this Memorandum shall be
151 deemed a contract enforceable by one or more Homebuyers as third-party beneficiaries of the Memorandum
152 and Agreement. In the event the Owner fails to satisfy the requirements of this Memorandum or the
153 Agreement and legal costs are incurred by IHFA or one or more of the tenants or beneficiaries, such legal
154 costs, including attorney fees and court costs (including costs of appeal), are the responsibility of, and may
155 be recovered from, the Owner.

156

157 **SECTION 7 – MISCELLANEOUS**

158 (A) Severability. The invalidity of any clause, part, or provision of this Memorandum shall not affect the
159 validity of the remaining portions thereof.

160 (B) Notices. All notices to be given pursuant to this Memorandum shall be in writing and shall be deemed
161 given when mailed by certified or registered mail, return receipt requested, to the parties hereto at the
162 addresses set forth below, or to such other place as a party may from time to time designate in writing.

163 TO IHFA: Grant Programs Manager
164 Idaho Housing and Finance Association
165 565 W. Myrtle Street, P. O. Box 7899
166 Boise, Idaho 83707-1899

167 TO THE OWNER: _____ (representative of owner)
168 OWNER
169 ADDRESS
170 CITY STATE ZIP

171 IHFA and Owner, may, by notice given hereunder, designate any further or different addresses to which
172 subsequent notices, certificates or other communications shall be sent.

173 (C) Amendment. The Owner agrees that it will take all actions necessary to effect amendment of this
174 Memorandum as may be necessary to comply with 24 CFR 92, any and all applicable rules, regulations,
175 policies, procedures, rulings, or other official statements pertaining to the HOME assistance. IHFA,
176 together with Owner, may sign and record any amendment or modification to this Memorandum and such
177 amendment or modification shall be binding on third-parties granted rights under this Memorandum.

178 (D) Governing Law. This Memorandum shall be governed by the laws of the State of Idaho, and, where
179 applicable, the laws of the United States of America.

180 (E) Survival of Obligations. The obligations of the Owner as set forth herein and in the Application shall
181 survive the reservation of HOME funds and shall not be deemed to terminate or merge with the awarding of
182 the funds. Owner has caused this Memorandum to be signed by its duly authorized representatives, as of the
183 day and year first written above.

184

185
186
187
188
189
190
191
192
193
194
195
196
197
198
199
200
201
202
203
204
205
206
207
208
209
210
211
212
213
214
215
216
217
218
219
220
221
222
223
224
225
226
227
228
229
230
231
232
233

PROJECT OWNER:

**IDAHO HOUSING AND FINANCE
ASSOCIATION**

Address: _____

Address: 565 W. Myrtle Street,

P. O. Box 7899

Boise, Idaho 83707-1899

Signing on behalf of: _____

Signing on behalf of IHFA:

(signature)

(signature)

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Federal Tax ID Number: _____

Phone: _____

Phone: 208-331-4882

Date

Date

STATE OF IDAHO)

ss.

County of _____)

On _____ 2012, before me personally appeared _____, who being duly sworn, stated that she is the _____ of _____, an Idaho non-profit organization and acknowledged the foregoing instrument to be the voluntary act and deed of the Owner, signed by authority of Owner.

NOTARY PUBLIC for:

Residing at: _____

My Commission Expires: _____

STATE OF IDAHO)

ss.

County of _____ Ada _____)

On _____ 2012, before me personally appeared _____, who being duly sworn, stated that she is the _____ of **Idaho Housing and Finance Association, ("IHFA")**, an independent body corporate and politic acknowledged the foregoing instrument to be the voluntary act and deed of the Owner, signed by authority of IHFA.

NOTARY PUBLIC for:

Residing at: _____

My Commission Expires: _____

234
235
236
237
238
239
240
241

**EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY**

LEGAL DESCRIPTION

Property Address:

Instrument # 519435

HAILEY, BLAINE, IDAHO

2005-04-29

02:30:00 No. of Pages: 8

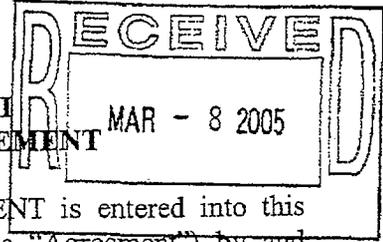
Recorded for: CITY OF HAILEY

MARSHA RIEMANN

Fee: 24.00

Ex-Officio Recorder Deputy
Index to: AGREEMENTCORRECTION

**MOUNTAIN SAGE SUBDIVISION II
PLANNED UNIT DEVELOPMENT AGREEMENT**



This PLANNED UNIT DEVELOPMENT AGREEMENT is entered into this 14th day of February, 2005 (hereafter referred to as the "Agreement") by and between the CITY OF HAILEY, a municipal corporation located in Blaine County, Idaho, (hereafter referred to as "City") and HOMESTEAD INVESTMENTS, INC., an Idaho corporation (hereafter referred to as "Developer").

RECITALS

WHEREAS, the Planned Unit Development ("PUD") that is the subject of this Agreement is established pursuant to Article X of the City's Zoning Ordinance No. 532 that encourages flexibility and creativity in the development of land in order to improve the design, character, and quality of new development in projects that provide certain benefits to the public;

WHEREAS, Developer is the owner of record of real estate located in Lots 16 and 17, Block 62, Woodside Subdivision, Final Plat No. 15, in the SW¼ of Section 14, Township 2 North, Range 18 East, Boise Meridian, Blaine County, Idaho, and is legally described in Exhibit "A" attached hereto, ("Property"), which is the property upon which the PUD and related improvements ("Improvements") are to be constructed. The Property is approximately 1.019 acres in size and is presently zoned General Residential (GR). The Property and Improvements are subject to the City's Zoning Ordinance, Subdivision Ordinance, and other applicable ordinances. All land within the Property is contiguous except for intervening streets;

WHEREAS, the Hailey Planning and Zoning Commission ("Commission") and Hailey City Council ("Council") have held the required public hearings, accompanied with proper notice, with respect to the Developer's PUD Application ("Application"). The City approved the Application on the 24th day of January, 2005, and adopted Findings of Fact and Conclusions of Law on the 14th day of February, 2005, all of which are incorporated into this Agreement as if fully set forth;

WHEREAS, the proposed PUD can be completed within one (1) year of the date of approval by the City; the streets and thoroughfares proposed are suitable and adequate to carry anticipated traffic; the PUD will not create excessive additional requirements at public cost for public facilities and services; the PUD is in general conformance with the Comprehensive Plan; the existing and proposed utility services are adequate for the population densities and non-residential uses proposed; and the development plan incorporates the site's significant natural features; each phase of such development contains all the necessary elements and improvements to exist independently from proposed future phases in a stable manner; one or more amenities as set forth in Subsection 10.3.8 of the Ordinance is provided to ensure a public benefit; all exterior lighting proposed complies with the standards set forth in Article VIII(B) of the City's

Zoning Ordinance; and the proposed PUD Agreement is acceptable to the applicant and the City;

WHEREAS, the Property has been approved by the City for the development and construction of a residential PUD composed of four townhouse units within two duplex buildings and four single-family units, subject to certain conditions, in accordance with Article 10 of the City's Zoning Ordinance;

WHEREAS, the Application is in compliance with the goals, objectives, and provisions of the PUD provisions of the City's Zoning Ordinance, the City's Comprehensive Plan, Zoning Ordinance, and Subdivision Ordinance, and all other applicable ordinances; and

WHEREAS, in order to ensure that the proposed PUD and Improvements are constructed consistent with the City's applicable ordinances and regulations and the approved Findings of Fact and Conclusions of Law adopted by the Council, the City and Developer desire and intend to enter into this Agreement and establish the manner and timing of construction and the Developer's maintenance and management thereof, the construction and landscaping of the Property, and all other factors affecting the general health, safety, and welfare of the public and users of the Property.

NOW THEREFORE, based upon the above recitals, and in consideration of the mutual covenants, conditions, and terms contained in this Agreement, the parties agree as follows:

1. INCORPORATION OF RECITALS AND EXHIBITS. The foregoing recitals are hereby incorporated into the body of this Agreement as if fully set forth and repeated herein. Any exhibit referred to in this Agreement and attached hereto shall also be considered incorporated herein by express reference.

2. CONSTRUCTION OF IMPROVEMENTS ON PROPERTY. Developer shall construct the PUD and improvements in accordance with this Agreement, the City's approval of the Application, and the drawings and site plan submitted with the Application. The Improvements shall include:

- A. a new private roadway to be known as Newman Lane to be constructed according to applicable ordinances;
- B. all utilities required under the applicable ordinances, which shall be underground within the limits of the PUD;
- C. construction and installation of landscaping in accordance with the approved plans and specifications;
- D. construction and installation of concrete sidewalks adjacent to the Property in the City owned right-of-way known as Woodside Boulevard according to the approved plans and specifications and applicable ordinances;

- E. Developer shall construct for sale, in accordance with the Blaine-Ketchum Community Housing Guidelines ("Guidelines") one community housing unit on Sub-lot 1, or such other lot as may be mutually agreed upon by the Developer and the City. The community housing unit shall be a three-bedroom unit. Upon sale of the community housing, the Developer shall be responsible for payment of 2% of the gross sales price to the Blaine-Ketchum Housing Authority.

4. DEVELOPER BENEFIT. The Council has granted the following modifications or waivers of certain zoning and/or subdivision requirements to carry out the intent of Article 10 of the Zoning Ordinance and the land use policies of the City: Section 4.1.10 of the Hailey Subdivision Ordinance (relating to private streets).

5. PROPERTY MAINTENANCE. Developer shall be responsible, at its sole expense, so long as the Property continues to be owned by Developer, for all maintenance of the Property, including maintaining all landscape and irrigation systems and maintenance of the private road; provided, however, that maintenance of individual lots and improvements thereon shall be the responsibility of the purchasers of said lots and improvements and maintenance of the private road shall be the responsibility of the homeowner's association to be formed by the Developer for the PUD. Developer, or the homeowner's association upon its formation, shall be responsible, at its sole expense, to maintain the private roadway known as Newman Lane on the Property adjacent to the public street known as Winterhaven Drive. The Developer or upon conveyance of title to the purchasers of the lots on the Property, the lot owners or the homeowner's association, shall own and, at its or their sole expense, maintain a) the service water line that runs between the main water line under Woodside Boulevard and the individual water meters for each unit, and b) the water meter vaults. Upon installation of the water meters within the water meter vaults, the City shall continue to hold title, own and, at its sole expense, maintain the water meters within the water meter easements as depicted on the final plats of Mountain Sage Subdivision II and North Mountain Sage Townhomes.

6. CONSTRUCTION SCHEDULE.

- A. Developer shall develop the Property in one phase, as represented in the Application, as long as the Improvements described above are completed within one (1) year of the PUD approval and prior to the recording of the Final Plats.
- B. Developer shall, at its sole expense, construct the community housing units described above, and make the unit available for sale per the Guidelines prior to the issuance of the building permit for the construction of the last unit to be built on the Property or within one year of the PUD approval, whichever is earlier.

7. POLICE POWERS. Except as otherwise provided herein, nothing contained herein shall limit the police powers of the City nor shall this Agreement be construed to modify or waive any law, ordinance, rule, or regulation, including without limitation applicable building codes, fire codes, the Zoning Ordinance, Subdivision Ordinance, and PUD requirements for the Property.

8. AMENDMENT. This Agreement, including the attached exhibits, may be modified, amended, or cancelled, in whole or in part, only with the mutual consent of the parties by a duly executed written instrument and documented by appropriate application.

9. ENFORCEMENT. This Agreement shall be enforceable by any action at law or in equity, including actions for specific performance and injunctive relief. All rights and remedies provided for herein shall be cumulative and in addition to any other rights or remedies any such party may have at law or in equity. The laws of the State of Idaho shall control the construction and enforcement of this Agreement. The parties agree that all actions instituted on this Agreement shall be commenced and heard in the Blaine County District Court and hereby waive venue in any other court of competent jurisdiction.

10. DEFAULT. The failure of either party or its successors or assigns to faithfully comply with the provisions of this Agreement shall be a breach of this Agreement.

11. SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon and inure to the benefit of the City and its successor municipal corporations and corporate authorities. This Agreement shall be binding upon and inure to the benefit of Developer and its grantees, lessees, assigns, successors and heirs. This Agreement shall be a covenant running with the Property or any portion thereof and such covenant shall be binding upon the City's and Developer's successors, grantees, lessees, heirs, and assigns.

12. SEVERABILITY. If any provision, covenant, agreement or portion of this Agreement or its application to any person, entity or property is held invalid, such invalidity shall not affect the application or validity of any other provision, covenants, agreement or portions of this Agreement are declared to be severable.

13. NOTICE. All notices and other communications required hereunder shall be in writing, and shall be deemed duly given on the date on which same is hand delivered, sent by telex, telecopier, or other electronic means if confirmed by written receipt, or if mailed, within forty-eight (48) hours after the same is deposited with the United States mail, by registered or certified mail, return receipt requested and postage prepaid, addressed as follows:

To City:

City of Hailey
115 Main Street So., Ste. H
Hailey, Idaho 83333
Tel. 208-788-4221
Fax 208-788-2924

To Developer:

Homestead Investments, Inc.
2065 E. 4400 N.
Filer, Idaho 83328
Tel. 208-326-5047
Fax 208-326-6707

14. **ENTIRE AGREEMENT.** This instrument contains the full and complete understanding of the parties. Any and all oral statements or representations or prior written matter with respect to the matters contained in this Agreement not contained herein shall have no force and effect.

15. **NO JOINT VENTURE.** This Agreement shall not be deemed to create an agency, joint venture, partnership or any other similar relationship between the parties hereto. This Agreement is a contractual relationship only for the limited purposes specified herein.

16. **NO WAIVER.** The failure of either party hereto to enforce, or the delay by either party in enforcing any of its rights hereunder, shall not be deemed a continuing waiver or a modification hereof, and either party may, within the time provided by applicable law, commence appropriate legal proceedings to enforce any and all of such rights. Likewise, in the event that either party does not strictly comply with any of the obligations under this Agreement and the other party grants forbearance of any kind in enforcing the provisions of this Agreement, such actions shall be considered gratuitous and shall not be construed as a waiver or surrender of any rights by the forbearing party under this Agreement.

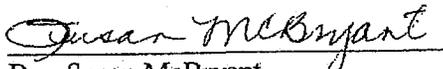
17. **AUTHORITY.** Each of the persons executing this Agreement represents and warrants that he or she is duly authorized to execute and deliver this Agreement, as well as any other documents required hereunder, on behalf of the persons or entities party to this Agreement, and that this Agreement is binding upon said entity or person in accordance with these terms.

18. **ATTORNEY FEES AND COSTS.** If a party to this Agreement is required to retain counsel to enforce or interpret the terms of this Agreement or to recover damages or other relief, the prevailing party at trial, on appeal, in bankruptcy, or in any other proceedings, shall be entitled to reasonable attorney's fees, costs and necessary disbursements in addition to any other relief to which that party may be entitled, whether or not litigation is actually instituted or concluded.

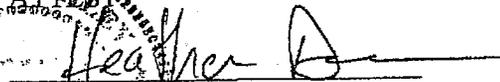
19. NO THIRD PARTY BENEFICIARIES. This Agreement is not intended nor shall it be interpreted to create or confer any rights upon third parties not a party to this Agreement.

IN WITNESS WHEREOF, the parties having been duly authorized, have caused this Agreement to be executed, on the day and year first above written, the same being done after public hearing, notice, and all statutory requirements having been fulfilled.

CITY OF HAILEY, an Idaho municipal corporation


By: Susan McBryant




By: Heather Dawson, City Clerk

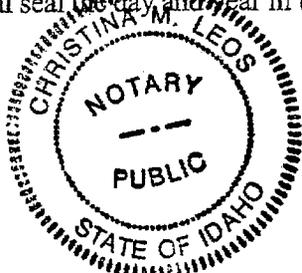
HOMESTEAD INVESTMENTS, INC.


By: Crest Hughes, President

STATE OF IDAHO)
) ss.
County of Blaine)

On this 14th day of February, 2005, before me, the undersigned, a Notary Public in and for said County and State, personally appeared SUSAN McBRYANT, known to me to be the Mayor of the City of Hailey, and the Mayor who subscribed said city name to the foregoing instrument, and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



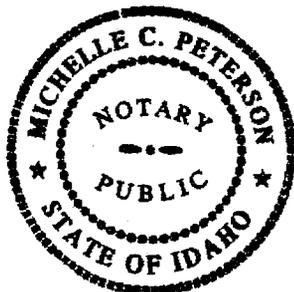
Christina M. Leos

NOTARY PUBLIC FOR IDAHO
Residing at: Hailey City Hall
Commission expires: 7/29/08

STATE OF IDAHO,)
) ss.
County of Blaine)

On this 8th day of March, 2005, before me, the undersigned, a Notary Public in and for said County and State, personally appeared CREST HUGHES, known to me to be the president of Homestead Investments, Inc., an Idaho corporation, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Michelle C. Peterson
NOTARY PUBLIC FOR IDAHO
Residing at: Belleve, ID
Commission expires: August 4, 2006

EXHIBIT "A"

LOTS 16 AND 17, BLOCK 62, "WOODSIDE SUBDIVISION, FINAL PLAT NO. 15",
IN SW¼, SECTION 14, TOWNSHIP 2 NORTH, RANGE 18 EAST, BOISE
MERIDIAN, HAILEY, BLAINE COUNTY, IDAHO

AGENDA ITEM SUMMARY

DATE: 07/16/2012 **DEPARTMENT:** Public Works **DEPT. HEAD SIGNATURE:** _____

SUBJECT: Elm St. 2013 Safe Route to School Sidewalk Improvements – Review design alternatives

AUTHORITY: ID Code _____ IAR _____ City Ordinance/Code
(IFAPPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

Overview

Design alternatives for the sidewalk improvements are presented for selection to proceed with final design. See attached Narrative.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS: Caselle# _____
Budget Line Item # _____ YTD Line Item Balance \$ _____
Estimated Hours Spent to Date: _____ Estimated Completion Date: _____
Staff Contact: Jim Zarubica Phone # 788-9830 ext. 17
Comments:

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IFAPPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD: Motion to approve design and authorize staff to proceed with final design and the Development Package for submittal to ITD. The Development Package must be completed by Oct. 1, 2012.

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)

Draft 12-30-03

Project Narrative

Elm Street Safe Routes to School 2013 Sidewalk Improvements

7/16/2012

The city successfully applied for a \$65,852 grant for the fiscal year 2013 to complete a section of sidewalk on the south side of Elm Street from 1st Ave. across Main Street to the alley between Main and River Streets. This will include a flashing beacon at the crosswalk across Main Street. A preliminary design was completed in 2007 and used in 2011 to apply for the grant. Per the request of city administration, additional schematic designs were developed to research additional alternatives to those previously prepared for the grant application. Several additional design options for the sidewalk are presented here. There are two options for the area West of Main Street and three options for the area East of Main Street. Each option East of Main can either be paved or have a gravel surface.

West of Main

Option 1 - The original design for grant application was prepared with costs in mind and located the sidewalk next to the road which does not maximize the safety of the route. ITD commented regarding the location of the sidewalk and the absence of a buffer zone between the road and the sidewalk. The original design also did not place the back of the walk on or near the R-O-W boundary West of Main St., essentially giving away the portion of the R-O-W behind the sidewalk to the adjacent property owners in an area of a narrow (60') R-O-W due to previous vacations. The opinion of probable costs for the original option 1 are \$25,696

Advantages

Easier to construct. Do not have to relocate irrigation boxes.
No encroachment agreement required for disturbing private property at the back of the sidewalk.

Disadvantages

Gives the use of the R-O-W behind the walk to the adjacent property owner in an area where the R-O-W has already had been vacated. 20 feet was previously given to the adjacent lots decreasing the R-O-W width from 100' to 60'.

Drainage conflicts where the existing drywell would be located in the curb and gutter alignment.

Option 2 - A second option is presented here with the walk located on the R-O-W boundary and the relocation of a driveway access that did not meet city standards for separation distances from property corners. The Opinion of Probable costs for Option 2 are \$23,294

Advantages

Uses the R-O-W for public purposes. Avoids drainage conflicts.
Least expensive

Disadvantages

An encroachment agreement is required for disturbing private property at the back of the sidewalk.
Will require relocating irrigation infrastructure.

East of Main

Option 1 – The original option used to apply for the grant. The sidewalk is adjacent to the roadway without any separation for half of the block. This option is least costly. ITD commented negatively regarding the lack of a buffer zone. Opinion of probable costs are \$69,362

Advantages

Low costs.
Less fill, less pavement.
Easier grading at the back of sidewalk.

Disadvantages

No buffer zone between roadway and sidewalk.
Does not allow for public use of a large part of the R-O-W.
Less on street parking.

Option 2 – This option moves the sidewalk to within 5 feet of the R-O-W Boundary. This alignment allows for a separation between the sidewalk and the roadway. It allows for diagonal parking with increased parking stalls over the parallel parking in Option 1. No retaining walls or handrails are required. This option has a suboption, Option 2A, without asphalt pavement in the parking area. Opinion of probable costs are \$129,667 for Option 2 and \$94,536 for Option 2A.

Advantages

Uses more of the R-O-W for public purposes.
Increase parking stalls.
Better separation of sidewalk and vehicle lane.
Five foot wide area behind the sidewalk will allow sloping grades to match existing without retaining walls or handrails.

Disadvantages

Increase cost for grading and pavement construction.
Will probably require the loss of the old apple trees in the R-O-W. Might be able to save one tree.

Option 3 – This option places the back of walk on the R-O-W boundary. This allows for a wider vehicle lane which is safer for motorists and bicyclists sharing the lane. It is slightly safer for avoiding collisions caused by vehicles backing out of the diagonal parking stalls. The aging apple trees would have to be removed. Because of the grade differences between the street and the adjacent lot, a retaining wall and handrails would be required in some areas. Encroachments into the R-O-W for a handicap ramp and concrete landing into the dentist's office would have to be reconfigured. Fence relocation would also be necessary. This option has a suboption, Option 3A, without asphalt pavement in the parking area. Opinion of probable costs are \$157,871 for Option 3 and \$100,640 for Option3A.

Advantages

Uses more of the R-O-W for public purposes.
Wider vehicle lanes.
Maximum separation of sidewalk and Vehicle lane.
Maximum number of parking stalls.

Disadvantages

Highest cost.
Requires extensive regarding with the most fill, retaining walls, and handrails.
Requires the removal of private encroachments into the R-O-W, including trees.

An Opinion of Probable Construction Cost for
Elm Street Pedestrian Way - Conceptual Improvements
West Option 1

#	Item & Category Description	Unit	Qty	Engineer's Estimate	Item Cost	Category Cost
1	Stripping & Grubbing - Asphalt Removal	sy	100	\$1.10	\$110.00	
2	Stripping & Grubbing - Concrete Removal	sy	17	\$3.70	\$62.90	
3	Excavation & Embankment	cy	25	\$19.00	\$475.00	
4	6" Vertical Curb & Gutter	lf	128	\$29.20	\$3,737.60	
5	6' wide Concrete Sidewalk	sy	86	\$54.00	\$4,644.00	
6	Concrete Driveway Approach	ea	2	\$950.00	\$1,900.00	
7	Sawcut Asphalt	lf	136	\$2.00	\$272.00	
8	Sawcut Concrete	lf	8	\$2.50	\$20.00	
9	Asphalt Paving	sy	30	\$37.00	\$1,110.00	
10	3/4" Leveling Course	sy	149	\$15.00	\$2,235.00	
11	2" Minus Base Course	sy	30	\$10.17	\$305.10	
12	Landscape Repair	sy	212	\$6.24	\$1,322.88	
13	Remove & reset sign	ea	0	\$105.00	\$0.00	
14	Traffic Control	ls	0	\$3,000.00	\$0.00	
15	Install ADA sound board	ea	3	\$250.00	\$750.00	
16	Adjust manhole / drywell lid and construct concrete collar	ea	1	\$575.00	\$575.00	
17	Remove, Retain & Relocate Fence	lf	0	\$15.00	\$0.00	
17	Remove Guy wire & Install Guy Pole	ea	0	\$2,500.00	\$0.00	
17	Remove & dispose of Tree	ea	0	\$400.00	\$0.00	
20	Catch Basin	ea	1	\$2,255.00	\$2,255.00	
21	Drywell	ea	0	\$2,600.00	\$0.00	
22	12" ADS N-12 Storm Drain Pipe	lf	50	\$24.00	\$1,200.00	
23	Remove and Reset Irrigation Valve Boxes	ls	1	\$500.00	\$500.00	
24	Mobilization	ls	0	\$4,000.00	\$0.00	
Subtotal						21,474.48
25	Construction Contingency	% of Cat. A	1	15%	\$3,221	3,221.17

Subtotal Opinion of Probable Construction Cost PER AREA **\$24,696**

An Opinion of Probable Construction Cost for

Elm Street Pedestrian Way - Conceptual Improvements West Option 2

07/11/12

#	Item & Category Description	Unit	Qty	Engineer's Estimate	Item Cost	Category Cost
1	Stripping & Grubbing - Asphalt Removal	sy	76	\$1.10	\$83.60	
2	Stripping & Grubbing - Concrete Removal	sy	17	\$3.70	\$62.90	
3	Excavation & Embankment	cy	27	\$19.00	\$513.00	
4	6" Vertical Curb & Gutter	lf	128	\$29.20	\$3,737.60	
5	6' wide Concrete Sidewalk	sy	84	\$54.00	\$4,536.00	
6	Concrete Driveway Approach	ea	2	\$950.00	\$1,900.00	
7	Sawcut Asphalt	lf	142	\$2.00	\$284.00	
8	Sawcut Concrete	lf	8	\$2.50	\$20.00	
9	Asphalt Paving	sy	34	\$37.00	\$1,258.00	
10	3/4" Leveling Course	sy	149	\$15.00	\$2,235.00	
11	2" Minus Base Course	sy	34	\$10.17	\$345.78	
12	Landscape Repair	sy	0	\$6.24	\$0.00	
13	Remove & reset sign	ea	0	\$105.00	\$0.00	
14	Traffic Control	ls	0	\$3,000.00	\$0.00	
15	Install ADA sound board	ea	3	\$250.00	\$750.00	
16	Adjust manhole / drywell lid and construct concrete collar	ea	1	\$575.00	\$575.00	
17	Remove, Retain & Relocate Fence	lf	0	\$15.00	\$0.00	
18	Remove Guy wire & Install Guy Pole	ea	0	\$2,500.00	\$0.00	
17	Remove & dispose of Tree	ea	0	\$400.00	\$0.00	
20	Catch Basin	ea	1	\$2,255.00	\$2,255.00	
21	Drywell	ea	0	\$2,600.00	\$0.00	
22	12" ADS N-12 Storm Drain Pipe	lf	50	\$24.00	\$1,200.00	
23	Remove and Reset Irrigation Valve Boxes	ls	1	\$500.00	\$500.00	
24	Mobilization	ls	0	\$4,000.00	\$0.00	
Subtotal						20,255.88
25	Construction Contingency	% of Cat. A	1	15%	\$3,038	3,038.38

Subtotal Opinion of Probable Construction Cost PER AREA

\$23,294

An Opinion of Probable Construction Cost for
Elm Street Pedestrian Way - Conceptual Improvements
East Option 1

#	Item & Category Description	Unit	Qty	Engineer's Estimate	Item Cost	Category Cost
1	Stripping & Grubbing - Asphalt Removal	sy	37	\$1.10	\$40.70	
2	Stripping & Grubbing - Concrete Removal	sy	9	\$3.70	\$33.30	
3	Excavation & Embankment	cy	84	\$19.00	\$1,596.00	
4	6" Vertical Curb & Gutter	lf	164	\$29.20	\$4,788.80	
5	6' wide Concrete Sidewalk	sy	209	\$54.00	\$11,286.00	
6	Concrete Driveway Approach	ea	1	\$950.00	\$950.00	
7	Sawcut Asphalt	lf	168	\$2.00	\$336.00	
8	Sawcut Concrete	lf	8	\$2.50	\$20.00	
9	Asphalt Paving	sy	184	\$37.00	\$6,808.00	
10	3/4" Leveling Course	sy	504	\$15.00	\$7,560.00	
11	2" Minus Base Course	sy	258	\$10.17	\$2,623.86	
12	Landscape Repair	sy	135	\$6.24	\$842.40	
13	Remove & reset sign	ea	1	\$105.00	\$105.00	
14	Traffic Control	ls	1	\$3,000.00	\$3,000.00	
15	Install ADA sound board	ea	3	\$250.00	\$750.00	
16	Adjust manhole / drywell lid and construct concrete collar	ea	1	\$575.00	\$575.00	
17	Remove, Retain & Relocate Fence	lf	0	\$15.00	\$0.00	
18	Remove Guy wire & Install Guy Pole	ea	0	\$2,500.00	\$0.00	
17	Remove & dispose of Tree	ea	0	\$400.00	\$0.00	
20	Catch Basin	ea	0	\$2,255.00	\$0.00	
21	Drywell	ea	0	\$2,600.00	\$0.00	
22	12" ADS N-12 Storm Drain Pipe	lf	0	\$24.00	\$0.00	
23	Remove and Reset Irrigation Valve Boxes	ls	0	\$500.00	\$0.00	
24	Mobilization	ls	1	\$4,000.00	\$4,000.00	
25	Rapid Rate Flash Beacon	ls	1	\$15,000.00	\$15,000.00	
Subtotal						60,315.06
26	Construction Contingency	% of Cat. A	1	15%	\$9,047	9,047.26

Subtotal Opinion of Probable Construction Cost PER AREA
\$69,362

An Opinion of Probable Construction Cost for

Elm Street Pedestrian Way - Conceptual Improvements East Option 2

07/11/12

#	Item & Category Description	Unit	Qty	Engineer's Estimate	Item Cost	Category	Cost
1	Stripping & Grubbing - Asphalt Removal	sy	69	\$1.10	\$75.90		
2	Stripping & Grubbing - Concrete Removal	sy	9	\$3.70	\$33.30		
3	Excavation & Embankment	cy	184	\$19.00	\$3,496.00		
4	6" Vertical Curb & Gutter	lf	306	\$29.20	\$8,935.20		
5	6' wide Concrete Sidewalk	sy	204	\$54.00	\$11,016.00		
6	Concrete Driveway Approach	ea	1	\$950.00	\$950.00		
7	Sawcut Asphalt	lf	312	\$2.00	\$624.00		
8	Sawcut Concrete	lf	38	\$2.50	\$95.00		
9	Asphalt Paving	sy	730	\$37.00	\$27,010.00		
10	3/4" Leveling Course	sy	1,001	\$15.00	\$15,015.00		
11	2" Minus Base Course	sy	730	\$10.17	\$7,424.10		
12	Landscape Repair	sy	188	\$6.24	\$1,048.32		
13	Remove & reset sign	ea	1	\$105.00	\$105.00		
14	Traffic Control	ls	1	\$3,000.00	\$3,000.00		
15	Install ADA sound board	ea	3	\$250.00	\$750.00		
16	Adjust manhole / drywell lid and construct concrete collar	ea	1	\$575.00	\$575.00		
17	Remove, Retain & Relocate Fence	lf	0	\$15.00	\$0.00		
18	Remove Guy wire & Install Guy Pole	ea	1	\$2,500.00	\$2,500.00		
17	Remove & dispose of Tree	ea	2	\$400.00	\$800.00		
20	Catch Basin	ea	2	\$2,255.00	\$4,510.00		
21	Drywell	ea	2	\$2,600.00	\$5,200.00		
22	12" ADS N-12 Storm Drain Pipe	lf	25	\$24.00	\$600.00		
23	Remove and Reset Irrigation Valve Boxes	ls	0	\$500.00	\$0.00		
24	Mobilization	ls	1	\$4,000.00	\$4,000.00		
25	Rapid Rate Flash Beacon	ls	1	\$15,000.00	\$15,000.00		
Subtotal							112,762.82
26	Construction Contingency	% of Cat. A	1	15%	\$16,914		16,914.42

Subtotal Opinion of Probable Construction Cost PER AREA

\$129,677

An Opinion of Probable Construction Cost for
Elm Street Pedestrian Way - Conceptual Improvements
East Option 2a

#	Item & Category Description	Unit	Qty	Engineer's Estimate	Item Cost	Category Cost
1	Stripping & Grubbing - Asphalt Removal	sy	69	\$1.10	\$75.90	
2	Stripping & Grubbing - Concrete Removal	sy	9	\$3.70	\$33.30	
3	Excavation & Embankment	cy	174	\$19.00	\$3,306.00	
4	6" Vertical Curb & Gutter	lf	43	\$29.20	\$1,255.60	
5	6' wide Concrete Sidewalk	sy	210	\$54.00	\$11,340.00	
6	Concrete Driveway Approach	ea	1	\$950.00	\$950.00	
7	Sawcut Asphalt	lf	312	\$2.00	\$624.00	
8	Sawcut Concrete	lf	38	\$2.50	\$95.00	
9	Asphalt Paving	sy	355	\$37.00	\$13,135.00	
10	3/4" Leveling Course	sy	1,042	\$15.00	\$15,630.00	
11	2" Minus Base Course	sy	387	\$10.17	\$3,935.79	
12	Landscape Repair	sy	0	\$6.24	\$0.00	
13	Remove & reset sign	ea	1	\$105.00	\$105.00	
14	Traffic Control	ls	1	\$3,000.00	\$3,000.00	
15	Install ADA sound board	ea	3	\$250.00	\$750.00	
16	Adjust manhole / drywell lid and construct concrete collar	ea	1	\$575.00	\$575.00	
17	Remove, Retain & Relocate Fence	lf	0	\$15.00	\$0.00	
18	Remove Guy wire & Install Guy Pole	ea	1	\$2,500.00	\$2,500.00	
17	Remove & dispose of Tree	ea	2	\$400.00	\$800.00	
20	Catch Basin	ea	1	\$2,255.00	\$2,255.00	
21	Drywell	ea	1	\$2,600.00	\$2,600.00	
22	12" ADS N-12 Storm Drain Pipe	lf	10	\$24.00	\$240.00	
23	Remove and Reset Irrigation Valve Boxes	ls	0	\$500.00	\$0.00	
24	Mobilization	ls	1	\$4,000.00	\$4,000.00	
25	Rapid Rate Flash Beacon	ls	1	\$15,000.00	\$15,000.00	
Subtotal						82,205.59
26	Construction Contingency	% of Cat. A	1	15%	\$12,331	12,330.84

Subtotal Opinion of Probable Construction Cost PER AREA **\$94,536**

An Opinion of Probable Construction Cost for

**Elm Street Pedestrian Way - Conceptual Improvements
East Option 3**

07/11/12

#	Item & Category Description	Unit	Qty	Engineer's Estimate	Item Cost	Category Cost
1	Stripping & Grubbing - Asphalt Removal	sy	76	\$1.10	\$83.60	
2	Stripping & Grubbing - Concrete Removal	sy	9	\$3.70	\$33.30	
3	Excavation & Embankment	cy	209	\$19.00	\$3,971.00	
4	6" Vertical Curb & Gutter	lf	311	\$29.20	\$9,081.20	
5	6' wide Concrete Sidewalk	sy	207	\$54.00	\$11,178.00	
6	Concrete Driveway Approach	ea	1	\$950.00	\$950.00	
7	Sawcut Asphalt	lf	344	\$2.00	\$688.00	
8	Sawcut Concrete	lf	38	\$2.50	\$95.00	
9	Asphalt Paving	sy	930	\$37.00	\$34,410.00	
10	3/4" Leveling Course	sy	1,229	\$15.00	\$18,435.00	
11	2' Minus Base Course	sy	930	\$10.17	\$9,458.10	
12	Landscape Repair	sy	40	\$6.24	\$249.60	
13	Remove & reset sign	ea	1	\$105.00	\$105.00	
14	Traffic Control	ls	1	\$3,000.00	\$3,000.00	
15	Install ADA sound board	ea	3	\$250.00	\$750.00	
16	Adjust manhole / drywell lid and construct concrete collar	ea	1	\$575.00	\$575.00	
17	Remove, Retain & Relocate Fence	lf	82	\$15.00	\$1,230.00	
18	Remove Guy wire & Install Guy Pole	ea	1	\$2,500.00	\$2,500.00	
17	Remove & dispose of Tree	ea	3	\$400.00	\$1,200.00	
20	Catch Basin	ea	2	\$2,255.00	\$4,510.00	
21	Drywell	ea	2	\$2,600.00	\$5,200.00	
22	12" ADS N-12 Storm Drain Pipe	lf	24	\$24.00	\$576.00	
23	Remove and Reset Irrigation Valve Boxes	ls	0	\$500.00	\$0.00	
24	Mobilization	ls	1	\$4,000.00	\$4,000.00	
25	ADA Handrail	lf	80	\$50.00	\$4,000.00	
26	Concrete Retaining Wall	lf	80	\$75.00	\$6,000.00	
27	Rapid Rate Flash Beacon	ls	1	\$15,000.00	\$15,000.00	
Subtotal						137,278.80

28	Construction Contingency	% of Cat. A	1	15%	\$20,592	20,591.82
----	--------------------------	-------------	---	-----	----------	-----------

\$157,871

Subtotal Opinion of Probable Construction Cost PER AREA

An Opinion of Probable Construction Cost for

**Elm Street Pedestrian Way - Conceptual Improvements
East Option 3a**

07/11/12

#	Item & Category Description	Unit	Qty	Engineer's Estimate	Item Cost	Category Cost
1	Stripping & Grubbing - Asphalt Removal	sy	69	\$1.10	\$75.90	
2	Stripping & Grubbing - Concrete Removal	sy	9	\$3.70	\$33.30	
3	Excavation & Embankment	cy	205	\$19.00	\$3,895.00	
4	6" Vertical Curb & Gutter	lf	50	\$29.20	\$1,460.00	
5	6' wide Concrete Sidewalk	sy	209	\$54.00	\$11,286.00	
6	Concrete Driveway Approach	ea	1	\$950.00	\$950.00	
7	Sawcut Asphalt	lf	312	\$2.00	\$624.00	
8	Sawcut Concrete	lf	38	\$2.50	\$95.00	
9	Asphalt Paving	sy	356	\$37.00	\$13,172.00	
10	3/4" Leveling Course	sy	1,229	\$15.00	\$18,435.00	
11	2" Minus Base Course	sy	387	\$10.17	\$3,935.79	
12	Landscape Repair	sy	0	\$6.24	\$0.00	
13	Remove & reset sign	ea	1	\$105.00	\$105.00	
14	Traffic Control	ls	1	\$3,000.00	\$3,000.00	
15	Install ADA sound board	ea	3	\$250.00	\$750.00	
16	Adjust manhole / drywell lid and construct concrete collar	ea	1	\$575.00	\$575.00	
17	Remove, Retain & Relocate Fence	lf	82	\$15.00	\$1,230.00	
18	Remove Guy wire & Install Guy Pole	ea	1	\$2,500.00	\$2,500.00	
17	Remove & dispose of Tree	ea	3	\$400.00	\$1,200.00	
20	Catch Basin	ea	1	\$2,255.00	\$2,255.00	
21	Drywell	ea	1	\$2,600.00	\$2,600.00	
22	12" ADS N-12 Storm Drain Pipe	lf	14	\$24.00	\$336.00	
23	Remove and Reset Irrigation Valve Boxes	ls	0	\$500.00	\$0.00	
24	Mobilization	ls	1	\$4,000.00	\$4,000.00	
25	Rapid Rate Flash Beacon	ls	1	\$15,000.00	\$15,000.00	
Subtotal						87,512.99
26	Construction Contingency	% of Cat. A	1	15%	\$13,127	13,126.95

Subtotal Opinion of Probable Construction Cost PER AREA

\$100,640

City of Hailey

OFFICE OF THE MAYOR

115 MAIN STREET SOUTH, SUITE H
HAILEY, IDAHO 83333

(208) 788-4221
Fax: (208) 788-2991

July 11, 2012

Blaine County
Attn: Tom Bergin
Hand Delivered

Re: Use of Lion's Park for Cross-Country Skiing

Dear Tom:

As Mayor of the City of Hailey, I was approached by the Blaine County Recreation District (BCRD) about the use of Lion's Park for cross-country skiing. I understand that BCRD is applying for a conditional use permit (CUP) for cross-country skiing.

I have not had the opportunity to discuss this matter with the City Council. However, I do support BCRD's efforts, and I will be recommending to the City Council that they approve BCRD's effort to obtain the CUP. I will be taking this matter to the City Council at the nearest opportunity. The only issue before the City would be to insure that the City maintains snow storage in Lion's Park. Eric Rector has discussed snow storage with the City, and the City and BCRD preliminarily drafted a parking plan for Lion's Park. The plan is enclosed with this letter.

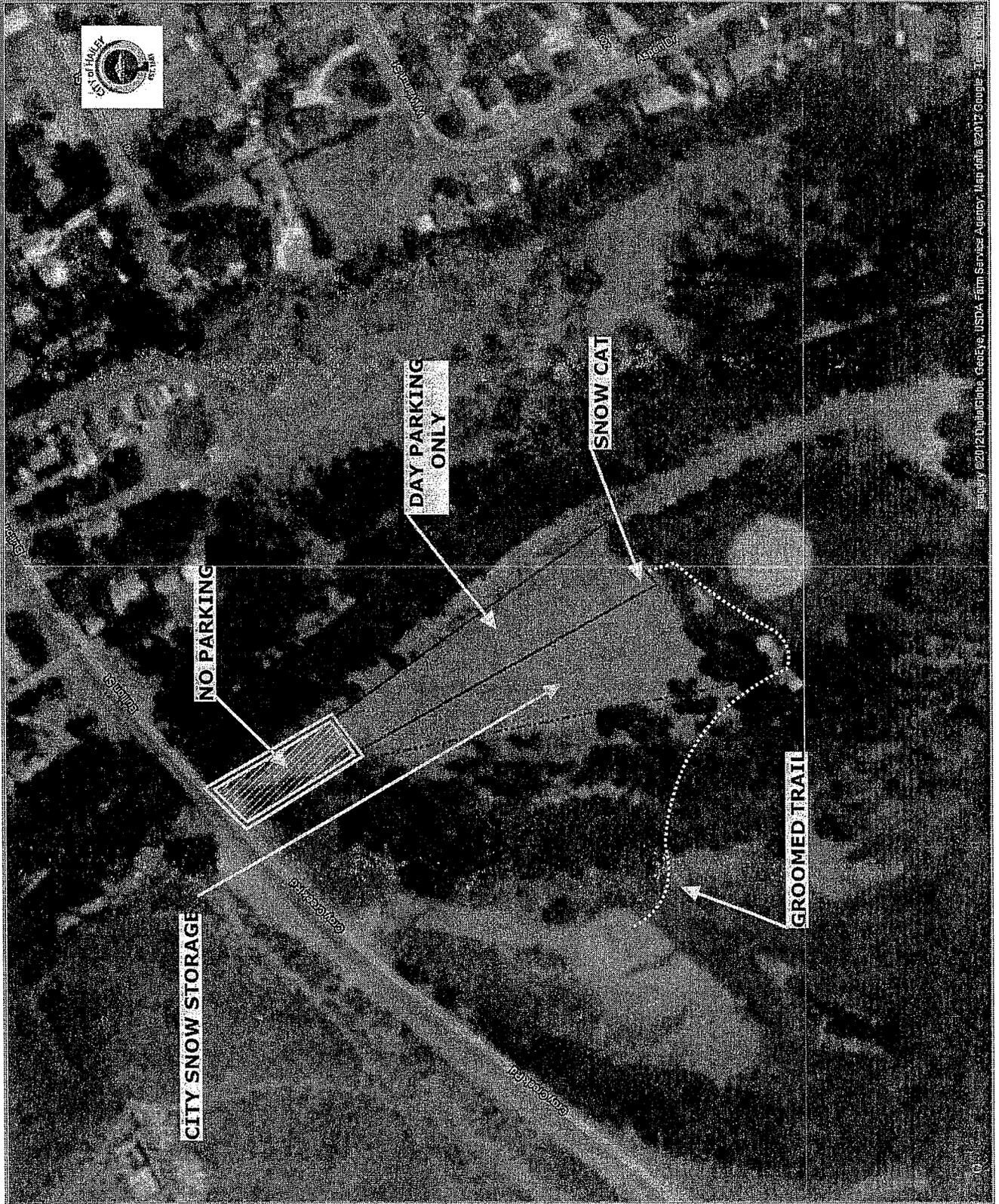
As you know, these kinds of recreational opportunities are critical to the City of Hailey and the South Valley. To meet the need for cross-country skiing, I wholeheartedly support BCRD's application. Please feel free to call me if you need anything else to approve the application.

Sincerely,



Fritz X. Haemmerle,
Mayor of City of Hailey

FXH: fxx
cc: client



Map data ©2012 DigitalGlobe, GeoEye, USDA, USDA Farm Service Agency, Map data ©2012 Google, TerraMetrics