

AGENDA ITEM SUMMARY

DATE: 09/08/08 **DEPARTMENT:** Legislative **DEPT. HEAD SIGNATURE:** HD

SUBJECT:

Motion to approve amended contract with Blaine County Housing Authority for expense of \$6,000 budgeted for fiscal year 2008-2009, at \$500 per month for services related to managing workforce housing deeds.

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

Amounts and uses discussed throughout budget process.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Review and approve contract.

FOLLOW-UP REMARKS:

*

CONTRACT FOR SERVICES

THIS CONTRACT FOR SERVICES ("Agreement") is made and entered into as of ~~October 1, 2008~~, by and between the CITY OF HAILEY, IDAHO, a municipal corporation ("Hailey") and the BLAINE COUNTY HOUSING AUTHORITY, an Idaho housing authority ("BCHA") (Hailey and BCHA are collectively referred to as "Parties").

Deleted: January

RECITALS

A. Hailey is a municipal corporation duly organized and existing under the laws of the State of Idaho.

B. BCHA is an Idaho independent public body, corporate and politic, duly organized and operating under the laws of the State of Idaho.

C. BCHA has proposed to assist the City of Hailey with affordable housing product development, to act as a clearinghouse for information and delivery of affordable housing product, to generate and maintain community housing guidelines and monitor occupancy compliance.

D. Pursuant to Idaho Code §§ 50-301 and 50-302, Hailey is empowered to enter into contracts and take such steps as are reasonably necessary to maintain the peace, good government and welfare of the City.

E. Hailey has adopted zoning and subdivision ordinances that allow or require the construction of deed restricted community housing units. The deed restricted community housing units may be income based deed restricted units, workforce deed restricted units or other deed restricted units.

F. The Parties have previously entered into a Contract for Services dated April 8, 2002 ("2002 Contract"), with a one year term and automatic annual renewals.

G. The Parties ~~terminated~~ the 2002 Contract and entered into a new contract for services ~~dated January 1, 2008~~.

Deleted: wish to

Deleted:

H. The Parties wish to amend the January 1, 2008 Contract

I. The Parties recognize that BCHA i) is a central and convenient clearinghouse for candidates for income based deed restricted units and that BCHA is capable of monitoring compliance of income based and workforce deed restricted units, ii) oversees regular updates of the Blaine County Housing Needs Assessment and is supportive of appropriate modifications of the collection, analysis and presentation of data to better understand and identify the changing or varying needs within the different communities within Blaine County, and iii) maintains and updates the Blaine County Housing Guidelines and that the Guidelines are based on the needs identified in the Blaine County Needs Assessment and that the Guidelines are intended to supplement city and county land use and building codes.

Deleted: H

J. Hailey intends to continue to grant BCHA an interest in all income based and workforce deed restricted units, and in any other units that are deed restricted.

Deleted: I

K. Subject to the terms and conditions of this Agreement, the Parties desire to enter into this Agreement with BCHA providing certain services for the consideration set forth herein.

Deleted: J

AGREEMENT

NOW, THEREFORE, IN CONSIDERATION of the above recitals which are incorporated below, and of the mutual covenants and agreements herein contained and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. 2002 Contract. The Parties agree that the 2002 Contract shall be mutually terminated by the Parties effective on January 1, 2008. The Parties agree that neither party is obligated to perform any further service or obligation under the 2002 Contract and that all payments under the 2002 Contract have been paid to BCHA.

Deleted: the date of the execution of this Agreement by the Parties

2. Services Received. BCHA agrees to provide the following services to Hailey during the term of this Agreement:

- A. BCHA shall maintain a database of applicants for income based deed restricted units within Hailey.
- B. BCHA will be a resource for those residing in deed restricted housing to support success of the affordable housing programs.
- C. BCHA shall monitor and enforce compliance of income based deed restricted units at the time of each sale and every year thereafter, and on a complaint basis.
- D. BCHA shall enter into Notices of Intent to Sell for income based deed restricted units with applicable developers before a certificate of occupancy is issued for affordable units within a development. The Notices of Intent to Sell will allow the marketing of income based deed restricted units before the units are available for occupancy with the goal of reducing the period of non-occupancy.
- E. BCHA shall provide regular reporting in accordance with paragraph 5 of this Agreement.
- F. So long as provided for in a current Contract for Services with Hailey, BCHA shall monitor and enforce compliance of all deed restricted units other than income deed restricted units (*i.e.*, workforce deed restricted units or similar deed restricted units) at the time of each sale and every year thereafter, and on a complaint basis.
- G. BCHA shall act as a resource for sale and purchase of workforce deed restricted units subject to the Workforce Market Deed Restriction approved by the BCHA and City of Hailey. Specifically, BCHA will conduct a seminar for real estate brokers and agents, attorneys, title companies and other real estate professionals to describe the workforce deed restrictions and the procedures inherent in the purchase and sale of

workforce and similar deed restricted units. BCHA may charge a fee to the attendees to cover charges for materials.

- H. As may be requested, BCHA shall provide Hailey staff and/or officials with training and education relating to community housing and with information related to best practices regarding community housing and available resources for programs and services related to community housing, assistance with interpretation of the housing needs assessment and guidelines and input on development proposals related to the provision of community housing.

3. Term. The term of this Agreement shall commence on the 1st day of January, 2007, and shall terminate on the 30th day of September, 2008. The amended Agreement shall commence on the 1st day of October, 2008 and shall terminate on the 30th day of September, 2009.

Formatted: Superscript

Formatted: Superscript

4. Consideration. In consideration for providing the services described in paragraphs 2(A) through 2(E) of this Agreement, inclusive, BCHA shall receive the administrative fee as specified in the income based deed from the proceeds of the sales price at the time of closing. Following the execution of this Agreement, Hailey agrees to require an administrative fee of three percent (3%) of the gross sales price on all income based deed restricted units at the time of closing. In consideration for providing the services described in paragraphs 2(F), 2(G) and 2(H) of this Agreement, Hailey shall pay BCHA One Thousand and no/100's Dollars (\$1,000.00) per month, beginning January 1, 2008 and continuing on the first day of every month thereafter through September, 2008, and Hailey shall pay BCHA Five Hundred Dollars (\$500.00) per month, beginning October 1, 2008 and continuing on the first day of every month thereafter for the term of this agreement.

Deleted: for the term of this agreement

Deleted: In addition, Hailey has paid BCHA the sum of Six Thousand One Hundred Fifty and No/100's Dollars (\$6,150.00), receipt of which is hereby acknowledged, as reimbursement for expenses incurred and paid by BCHA in its review and preparation of the Workforce Market Deed Restriction approved by Hailey under Section 4.11.5.1.6 of Hailey's Subdivision Ordinance.

5. Reporting. The BCHA shall submit a written monthly report on the services funded through this Agreement. The report shall be delivered to the Hailey City Clerk on or before March 1, 2008, and continuing on the first day of every month thereafter. BCHA shall also provide to the Hailey City Clerk its annual audited financial statement and an annual report, no later than 180 days after the close of the BCHA fiscal year. In addition, BCHA shall present a semi-annual report to the Hailey City Council at a regular City Council meeting.

6. Termination. Notwithstanding any contrary provision of this Agreement, either party may terminate this Agreement effective upon ninety (90) days advance written notice to the other for any reason or no reason. In addition, the Parties agree that in the event BCHA fails, refuses or is unable to provide the services set forth hereinabove, the same shall constitute a default under the terms of this Agreement, and that Hailey shall have the power to terminate this Agreement upon two (2) days' advance written notice to BCHA. Furthermore, this Agreement shall be terminable by Hailey upon five (5) days' advance written notice if BCHA is adjudicated bankrupt, or subject to the appointment of a receiver, or has any of its property attached, or becomes insolvent, or is unable to pay its debts as the same become due.

7. Special Projects. The Parties anticipate that Hailey will need the assistance of BCHA to further interpret and analyze the housing needs assessment and revise Hailey standards to better respond to and address the housing needs of Hailey employers and residents and that it

would be appropriate for the Parties to enter into an agreement specifying the scope of the services involving the needs assessment and ordinance revisions.

8. Miscellaneous Provisions.

A. Law Governing. This Agreement shall be governed by and construed in accordance with the laws of the State of Idaho.

B. 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 Parties at the following addresses:

City of Hailey
115 S. Main Street, Suite H
Hailey, ID 83333

BCHA
Post Office Box 550
Hailey, ID 83333

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

C. Equal Employment Opportunity. BCHA covenants and agrees that it shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin.

D. Hold Harmless Agreement. Any contractual obligation entered into or assumed by BCHA, or any liability incurred by reason of personal injury and/or property damage in connection with or arising out of BCHA's obligations pursuant to this Agreement shall be the sole responsibility of BCHA, and BCHA covenants and agrees to indemnify and hold Hailey harmless from any and all claims or causes of action arising out of BCHA's activities and obligations as set forth hereinabove, including, but not limited to, personal injury, property damage and employee complaints.

E. Entire Agreement. This Agreement contains the entire agreement between the parties hereto and shall not be modified or changed in any manner, except by prior written agreement executed by the parties hereto. If any term or provision of this Agreement or application thereof shall be declared invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect.

F. Waiver. Failure of either party at any time to require performance of any provision of this Agreement shall not limit the party's right to enforce the provision, nor shall any waiver of any breach of any provision be a waiver of any succeeding breach of any provision or a waiver of the provision itself for any other provision.

G. Assignment. Except as otherwise provided within this Agreement, neither party hereto may transfer or assign this Agreement without prior written consent of the other party.

H. Attorney's Fees. In the event of any dispute with regard to the interpretation or enforcement of this Agreement, the prevailing party shall be entitled to recover his/her reasonable costs and attorneys' fees incurred therein, whether or not a lawsuit is actually filed, and on any appeals, and in any bankruptcy proceeding.

I. Presumption. This Agreement or any section thereof shall not be construed against any party due to the fact that said Agreement or any section thereof was drafted by said party.

J. Agreement Binding. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

K. Further Action. The parties hereto shall execute and deliver all documents, provide all information and take or forbear from all such action as may be necessary or appropriate to achieve the purposes of this Agreement.

L. 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.

M. Remedies. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall not preclude nor waive its rights to use any or all other remedies. Any rights provided to the parties under this Agreement are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise. In the event of default, termination of this Agreement or dissolution of BCHA, Hailey shall have the right to demand that BCHA convey its interest in all income based deeds, workforce deeds or similar deeds to Hailey. In such an event of default, termination of this Agreement or dissolution of BCHA, Hailey shall have the right to pursue specific performance for the conveyance of BCHA's interest in the income based, workforce or similar deeds.

N. Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Agreement.

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

P. Amendment. This Agreement may be revised, amended, or canceled in whole or in part, only by means of a written instrument executed by the Parties.

Q. Interpretation. This Agreement shall be liberally construed in accordance with the general purposes of this Agreement and interpreted and enforced under the laws of the State of Idaho. No presumption shall exist in favor of or against any party to this Agreement as the result of drafting and preparing this Agreement. The headings in this Agreement are inserted for convenience and identification only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of the Agreement or any provisions of the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Contract for Services to be executed on the day and years first written above.

BLAINE COUNTY HOUSING AUTHORITY CITY OF HAILEY

By _____
Executive Director

By _____
Richard L Davis
Hailey Mayor

ATTEST:

By _____
Hailey City Clerk

AGENDA ITEM SUMMARY

DATE: 09/08/08 **DEPARTMENT:** Legislative **DEPT. HEAD SIGNATURE:** HD

SUBJECT:

Motion to approve contract with Hailey Chamber of Commerce for expense of \$75,500 in LOT funds for various services.

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

Amounts and uses discussed throughout budget process.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS

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

Review and approve contract.

FOLLOW-UP REMARKS:

*

CONTRACT FOR SERVICES

(City of Hailey and the Hailey Chamber of Commerce)

THIS CONTRACT FOR SERVICES ("Agreement") is made and entered into this 1st day of October, 2008, by and between the CITY OF HAILEY, an Idaho municipal corporation (hereinafter referred to as "Hailey") and the Hailey Chamber of Commerce, an Idaho non-profit corporation (hereinafter referred to as "Chamber").

RECITALS

- A. Hailey is a resort city, as defined by Idaho Code § 50-1044, deriving the major portion of its economic well-being from businesses catering to recreational needs and the needs of people traveling to Hailey for an extended period of time;
- B. Hailey has the authority to enter into contracts and to take such steps as are reasonably necessary to maintain the health, safety and welfare of the City which includes the promotion of its trade, commerce, and industry;
- C. The voters of Hailey approved Hailey Ordinance Number 950, which imposes a local option tax pursuant to Idaho Code § 50-1044;
- D. Taxes collected pursuant to such ordinance shall be used, among other things, for City promotion, visitor information, special events and economic development;
- E. The Chamber has public relations abilities and is experienced in providing advertising and marketing services for the advancement of the trade, commerce, and industry of the tourism-based economy of Hailey;
- F. The Chamber desires to create a strong economic climate, to provide tourism marketing and to provide the best possible information and service to Hailey area visitors, all of which are consistent with the purposes and findings of Ordinance No. 950;
- G. It is in the best interest of the public health, safety, welfare, and prosperity of the City to provide general information to and encourage tourists to visit Hailey area by means of marketing and promotion and to participate in lawful activities which promote and enhance the trade, commerce and industry of the City. These activities are determined to be ordinary and necessary expenses for the economic well-being of Hailey and its residents and guests;
- H. Hailey desires to contract with the Chamber for professional services to provide visitor information and the promotion and marketing of the City and its special events;
- I. The parties acknowledge and agree that all funds paid to the Chamber under this Agreement shall be used to provide services for Hailey for the legitimate public purposes of promoting the Hailey area to attract visitors and businesses, providing information about the community for the benefit of visitors and businesses, operating a visitor information center, increasing employment opportunities to the residents of Hailey, enhancing special events for

residents and visitors and increasing tax revenues; and

J. Subject to the terms and conditions of this Agreement, the parties wish to enter into this agreement to provide the services described herein.

AGREEMENT

NOW THEREFORE, Hailey and the Chamber, for and in consideration of the recitals, mutual promises and covenants hereinafter set forth, do hereby agree as follows:

1. Consideration. In consideration for providing the services provided herein, Hailey agrees to pay Chamber the maximum sum of SEVENTY FIVE THOUSAND FIVE HUNDRED DOLLARS (\$75,500). Subject to the terms and conditions set forth herein, monthly installments shall begin on or before November 1, 2008, and continuing on the 25th day of each and every month thereafter, through the term of this Agreement.

2. Term. Unless terminated pursuant to Section 7(B) of this Agreement and notwithstanding the date of execution hereof, this Agreement shall be in effect from October 1, 2008, until September 30, 2009.

3. Scope of Services. The Chamber shall provide the following services:

A. Hailey Business Promotion. The Chamber shall provide services to operate, manage, provide and supervise the distribution of visitor information to the general public and provide professional marketing services to promote the Hailey area in accordance with this Agreement. The Chamber shall advertise Hailey businesses in multi-media. (Maximum payment--\$15,000).

B. Visitor Services. The Chamber shall provide literature, advertising, staff, supplies, equipment and support associated with an educational awareness program designed to promote the Hailey area as a destination for visitors. The Chamber shall develop, arrange and pay for the costs of printing, and distribute the literature necessary to promote the Hailey area to visitors. The Chamber shall also travel to and identify and conduct activities and programs encouraging potential visitors to use the Hailey area as a destination. The Chamber shall coordinate its activities in coordination with other visitor promotional entities. The Chamber shall lease space on Main Street, Hailey, Idaho or any other suitable location within the city and provide advertising for Hailey businesses, and brochures, maps and similar promotional materials for Hailey businesses for visitors. The Chamber shall also provide professional relocation and information packets for distribution by mail and other means. The Chamber shall offer information and answer all inquires from visitors and the general public and shall produce adequate supplies of brochures, pamphlets, fact sheets, and similar materials that can be handed out or mailed, free of charge to the public. Once a site is obtained, the Chamber will submit the hours of operation of the Center to the City for review and approval. (Maximum payment\$15,000)

C. Special Events. The Chamber shall continue to advertise and increase

advertising for current special events in Hailey, such as the Fourth of July activities, Northern Rocky Folk Festival, Trailing of the Sheep, and Holiday Parade. The Chamber shall actively promote and create at least one new special event in Hailey during periods when there are no special events within Blaine County. The Chamber shall coordinate existing events between the chambers of commerce in other Blaine County municipalities to avoid scheduling conflicts with different events. (Maximum payment--\$10,000).

D. Town Improvement. The Chamber shall survey local merchants in Hailey to identify additional beautification and similar projects to be pursued in Hailey, other than the hanging baskets and event banners. The Chamber shall also survey and coordinate seasonal decorating within Hailey. (Maximum payment--\$10,000).

E. Web Site and Calendar. The Chamber shall upgrade the Chamber's website to be more user friendly and to provide additional information about Hailey's businesses, events and amenities. (Maximum payment--\$5,000).

F. Economic Development/Relocation for New Business. The Chamber shall actively recruit appropriate businesses to Hailey, including developing and maintaining a "Ready Team" who will contact all interested businesses, promote the relocation of a business and facilitate a business' relocation to Hailey.

G. Establish a S.C.O.R.E. Chapter. The Chamber shall research the feasibility of establishing a S.C.O.R.E. Chapter.

H. Staffing: The Chamber shall hire a full or part time employee to assist the Executive Director in all Chamber activities. The amount established herein is based on matching costs/funds of the salary and payroll taxes for the new employee. (Maximum payment--\$20,500)

4. Budget, Annual Work Plan, Reports and Availability of Records.

A. Budget. Within thirty (30) days after the execution of this Agreement, the Chamber shall submit a final operating budget for the Chamber, which is satisfactory to Hailey, for the calendar year 2009, showing income, expenses and particular fund balances. The operating budget shall contain sufficient information and detail to permit meaningful review by the public.

B. Quarterly Reports. The Chamber shall submit a written quarterly performance report to the Hailey City Council on the services provided hereunder, as well as an accounting of the actual expenditures of Hailey funds in relation to the Budget. In addition, after the submittal of the written report, the Chamber shall present the quarterly performance report to the Hailey City Council at the next regular City Council meeting.

C. Monthly Reports. The Chamber shall keep a record of all written and oral inquiries received and all information distributed during the contract period for the services to be provided under this Agreement and shall submit a monthly statistical report to Hailey of these

activities beginning on October 1, 2008, and continuing on the fifth business day of every month thereafter during the term of this Agreement. The monthly reports shall be submitted to Hailey for the purpose of justifying and receiving monthly payments.

D. Financial Accounting and Reporting Requirements. The Chamber shall submit to Hailey a year end financial statement which shall be prepared in a format that details the expenditure of Hailey funds paid to the Chamber under the terms of this Agreement. The City may request additional financial information it deems necessary or appropriate to assist the City in verifying the accuracy of the Chamber's financial records. Any duly authorized agents of the City shall be entitled to inspect and audit all books and records of the Chamber only for compliance with the terms of this Agreement. In the event the financial report indicates that funds were used for purposes not permitted by this Agreement, the Chamber shall remit the disallowed amount to Hailey within 30 days of notification by Hailey of such improper expenditures.

E. General Requests. Upon request, and within a reasonable time period, the Chamber shall submit any other information or reports relating to its activities under this Agreement to Hailey in such form and at such time as Hailey may reasonably require.

F. Retention of Records. The Chamber agrees to retain all financial records, supporting documents, statistical reports, client or membership records and contracts, property records, minutes, correspondence, and all other accounting records or written materials pertaining to this Agreement for three (3) years following the expiration or termination of this Agreement. Hailey, at its own expense, may review or audit the financial transactions undertaken by the Chamber under this Agreement to ensure compliance with the terms and conditions herein with reasonable prior notice and during the normal business hours of the Chamber.

5. Monthly Payments. To receive payments for the services described in paragraphs 3(A) through (G) of this Agreement, inclusive, the Chamber shall submit the monthly reports described in paragraph 4(C) of this Agreement. Hailey shall pay the Chamber, on a time and material basis, its actual costs of services and materials described in paragraphs 3(A) through (E) of this Agreement, inclusive, which sums shall not exceed the amounts specifically stated in paragraphs 3(A) through (E) of this Agreement, inclusive; provided, however, the monthly sum to be paid to the Chamber shall not exceed the maximum monthly payment of \$6,292 per month.

6. Record of Funds. In order to insure proper financial accountability, the Chamber shall maintain accurate records and accounts of all funds received from Hailey, keeping such accounts and records separate and identifiable from all other accounts, and making such accounts and records available to the City during normal business hours, on request of the City. Compliance with this provision does not require a separate bank account for the funds. The funds paid to the Chamber by Hailey shall be expended solely for operations and activities in conformance with this Agreement. Further, no such funds shall be transferred, spent, loaned or encumbered for other Chamber activities or purposes other than for operations and activities in conformance with this Agreement.

7. Miscellaneous Provisions.

A. Notices. All notices to be served pursuant to this Agreement or which are served with regard to this Agreement shall be sent by certified mail, return receipt, to the parties at the following addresses:

City of Hailey
115 Main Street So.
Hailey, Idaho 83333

Hailey Chamber of Commerce
P.O. Box 100
Hailey, Idaho 83333

All notices of changes of addresses shall be sent in the same manner.

B. Termination. The parties hereto covenant and agree that in the event Hailey, in its sole and absolute discretion, lacks sufficient funds to continue paying for Chamber's services under this Agreement, Hailey may terminate this Agreement without penalty upon thirty (30) days written notice. Upon receipt of such notice neither party shall have any further obligation to the other. In the event of early termination of this Agreement, the Chamber shall submit a report of expenditures to Hailey. Any Hailey funds not encumbered for authorized expenditures at the date of termination shall be refunded to Hailey within twenty (20) days.

C. Independent Contractor. Hailey and Chamber hereby agree that the Chamber shall perform the Services exclusively as an independent contractor and not as employee or agent of Hailey. 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 independent contractor. Chamber, its agents and employees shall not receive nor be entitled to any employment-related benefits from Hailey including without limitation, workers compensation insurance, unemployment insurance, health insurance, retirement benefits or any benefit that Hailey offers to its employees. Chamber shall be solely responsible for the payment of all payroll and withholding taxes for amounts paid to Chamber under this Agreement and for Chamber's payments for work performed in performance of this Agreement by Chamber, its agents and employees; and Chamber hereby releases, holds harmless and agrees to indemnify Hailey from and against any and all claims or penalties, including without limitation the 100% penalty, which in any manner relate to or arise from any failure to pay such payroll or withholding taxes.

D. Compliance With Laws/Public Records. Chamber, its agents and employees shall comply with all federal, state and local laws, rules and ordinances. This Agreement does not relieve Chamber of any obligation or responsibility imposed upon Chamber by law. Without limitation, Chamber hereby acknowledges that all writings and documents, including without limitation email, containing information relating to the conduct or administration of the public's business prepared by Chamber for Hailey, regardless of physical form or characteristics may be public records pursuant to Idaho Code §§ 9-337 *et seq.* The Chamber further acknowledges that, subject to certain limitations, the public may examine and take a copy of all such public writings and records. Accordingly, Chamber shall maintain such writings and records in such a manner that they may readily identified, retrieved and made

available for such inspection and copying.

D. Non-assignment. This Agreement may not be assigned by or transferred by the Chamber, in whole or in part, without the prior written consent of Hailey.

E. Hold Harmless Agreement. The Chamber shall indemnify, defend and save and hold harmless Hailey, its officers, agents, and employees, from and against any and all claims, loss, damages, injury or liability, including but not limited to, the misapplication of Hailey funds, state or federal anti-trust violations, personal injury or death, damages to property, liability arising out of the use of materials, concepts, or processes protected by intellectual property rights and liens of workmen and material men, howsoever caused, resulting directly or indirectly from the performance of the Agreement by the Chamber.

F. Entire Contract. This Agreement contains the entire contract between the parties hereto and shall not be modified or changed in any manner, except by prior written contract executed by both parties hereto.

G. Succession. This Agreement shall be binding upon all successors in interest of either party hereto.

H. No Third Party Beneficiaries. This Agreement shall not create any rights or interest in any third parties.

I. Law of Idaho. This Agreement shall be construed in accordance with the laws of the State of Idaho.

J. Severability. If any clause, sentence, or paragraph of this Agreement is held by a court of competent jurisdiction to be invalid for any reason, such decision shall not affect the remaining portions, and the parties do now declare their intention that each such clause, sentence, or paragraph of this Agreement is a separate part hereof.

K. Preparation of Contract. No presumption shall exist in favor of or against any party to this Agreement as a result of the drafting and preparation of the document.

L. No Waiver. No waiver of any breach by either party of the terms of this Agreement shall be deemed a waiver of any subsequent breach of the Agreement.

M. Attorney's Fees. In the event either party hereto is required to retain counsel to enforce a provision of this Agreement, to recover damages resulting from a breach hereof or if either party defaults in the performance of this Agreement, the prevailing party shall be entitled to recover from the other party all reasonable attorney's fees incurred herein or on appeal.

N. Conflict of Interest. No officer or director of the Chamber who has decision making authority either by himself or by vote, and no immediate family member of such individual, shall have a direct pecuniary interest in any contract or subcontract for work to

be performed in connection with this Agreement. The Chamber shall incorporate or cause to be incorporated in all such contracts, a provision prohibiting such interest pursuant to this provision.

IN WITNESS WHEREOF, the parties hereto have caused this Contract for Services to be executed on the day and year first written above.

CITY OF HAILEY

**HAILEY CHAMBER OF
COMMERCE**

Rick Davis, Mayor

Jim Spinelli, Executive Director

Lisa Emerick, Board President

ATTEST:

Mary Cone
~~City Treasurer~~/Clerk

AGENDA ITEM SUMMARY

DATE: 09/08/08 **DEPARTMENT:** Clerk's office

DEPT. HEAD SIGNATURE: MC

SUBJECT:

Independent Contractor Agreement with Becki Keefer – renewal and amendment for Tree Ordinance responsibilities

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

On August 11, 2008 Ordinance 1013 Tree Ordinance was adopted and the Summary approved and published on 8/18 and 8/20 respectively.

This contractor agreement amends the current contract to include Tree Ordinance oversight and increases the monthly fee from \$1000 to \$1200.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS Caselle # _____

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:

City Attorney has reviewed this contract.

Review and approve contract.

FOLLOW-UP REMARKS:

*

INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT ("Agreement") is made and entered into this _____ day of September, 2008, by and between the City of Hailey ("City") and Becki Keefer ("Contractor").

RECITALS

A. City is a municipal corporation and political subdivision of the State of Idaho, and has authority to enter into a contract for services with Contractor.

B. Becki Keefer is an individual doing business as Contractor in Blaine County, Idaho and who wishes to work for the City as a Parks Project Coordinator.

C. Subject to the terms and conditions set forth herein, the parties hereto are desirous of entering into an independent contractor agreement with Contractor providing services as a Parks Project Coordinator for the City.

AGREEMENT

In consideration of the mutual covenants and promises, which the parties set forth below, City and Contractor agree as follows:

1. Work. City hereby engages Contractor and Contractor hereby accepts the engagement to perform the tasks described in paragraph 3 of this Agreement for City subject to the terms and conditions of this Agreement.

2. Term. This Agreement shall initially have a term of twelve (12) consecutive months and shall commence on October 1, 2008, and terminate on September 30, 2009. Thereafter, this Agreement shall have a term of one (1) year, beginning October 1, 2009 and terminating

September 30, 2010, and continuing with one (1) year terms, until the Agreement is terminated in accordance with this Agreement.

3. Duties.

3.1 General Duties of the Parties. Contractor agrees as part of her duties under this Agreement to utilize her best efforts, to faithfully perform her duties to the best of her ability, and to perform the tasks requested by the Hailey Mayor and the Hailey Parks and Land Board.

3.2 Specific Duties. Contractor agrees as part of her duties under this Agreement that Contractor shall:

- a) Implement the Hailey Parks, Lands & Master Trail Plan.
- b) Perform those duties and obligations described in attached Exhibit "A."
- c) Implement the Hailey Tree Ordinance and act as a liaison between the Hailey Tree Committee and the Hailey Mayor, City Council and other commissions and committees.

4. Consideration. City agrees to pay Contractor for the services described in paragraph 3 of this Agreement at the base rate of One Thousand Two Hundred Dollars (\$1,200) per month, plus Seventy Five Dollars (\$75) for every public meeting of the Hailey City Council and the Hailey Planning & Zoning Commission that Contractor attends, plus any out-of-pocket expenses paid by Contractor associated with the position of Parks Project Coordinator (*e.g.*, cost of display boards presented during a public hearing) but not normal expenses required by the Contractor to operate as an independent contractor (*e.g.*, computer hardware, software and maintenance, local phone call expenses and stationery). Contractor shall submit monthly billings for Contractor's

services, attendance at public meetings and expenses by the 5th day of the following month and City shall pay the amount due in full by the 25th day of that month. Contractor shall, at her expense, be solely responsible for the payment of insurance required by law, such as worker's compensation or unemployment insurance. City is not responsible to provide Contractor with any health insurance, life insurance, disability insurance, or other such fringe benefits, such as sick leave, vacation time or compensatory time. City is not responsible to withhold from Contractor's compensation amounts for federal and state income tax, FICA or Medicare.

5. Termination.

5.1 Termination by City. The parties agree that this Agreement may be terminated by City without "cause" at any time upon thirty (30) days' notice to Contractor.

5.2 Termination by Contractor. The parties agree that this Agreement may be terminated by Contractor without "cause" at any time upon thirty (30) days' notice to City.

6. Relationship. The parties agree that their relationship is an independent contractor relationship, and not that of Employer and Employee.

7 Miscellaneous Provisions.

7.1 Notices. All notices and demands of any kind which either party hereto may be required or desires to serve upon the other party under the terms of this Agreement shall be in writing and shall be served upon such other party by personal service upon such other party, or by leaving a copy of such notice or demand at the address hereinafter set forth, whereupon service shall be deemed complete, or by mailing a copy thereof by certified or registered mail, airmail if the address is outside the state in which the same is mailed, postage prepaid, with return receipt requested, addressed as follows:

If to City: City Clerk
Hailey City Hall
115 Main Street South
Suite H
Hailey, Idaho 83333

If to Contractor: Becki Keefer
P.O. Box 2115
Hailey, Idaho 83333

In case of service by mail, it shall be deemed complete on the day of actual delivery as shown on the addressee's registry of certification receipt or at the expiration of the third day after the date of mailing, whichever first occurs. The addresses to which notices and demands shall be delivered or sent may be changed from time to time by notice served as hereinabove provided by either party upon the other party.

7.2 Attorney Fees. If a dispute should arise between the parties regarding the interpretation, validity or enforcement of this Agreement, the prevailing party shall be entitled to recover from the other party its attorney's fees and costs incurred in such dispute, whether or not litigation is commenced, and on any appeals.

7.3 Successors and Assigns. This Agreement shall be binding and shall inure to the benefit of the parties hereto and their respective successors in interest.

7.4 Binding Effect. The rights and obligations of the parties hereunder shall enure to the benefit of and shall be binding upon their respective successors and legal representatives. If any provision of this agreement is judicially determined to be invalid or unenforceable, the remainder of the agreement shall, nonetheless, remain valid and enforceable.

7.5 Governing Law. This agreement shall be construed in accordance with the laws of the State of Idaho.

INDEPENDENT CONTRACTOR AGREEMENT/4

7.6 Entire Agreement. This agreement contains the entire agreement between City and Contractor concerning employment. It may not be changed orally but only by an agreement in writing signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Independent Contract Agreement as of the _____ day of September, 2008.

“CONTRACTOR”

Becki Keefer

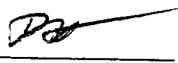
“CITY”

By _____
Rick Davis, its Mayor

ATTEST:

By: _____
Mary Cone, City Clerk

AGENDA ITEM SUMMARY

DATE: 9/8/08 DEPARTMENT: PW DEPT. HEAD SIGNATURE: 

SUBJECT: Authorize the City Engineer to sign a request for reimbursement of funds from DEQ for Wastewater Master Plan expenses

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

The Public Works Dept has been working with Carollo Engineers on an updated Wastewater Master Plan since receiving a DEQ grant. The grant pays 50% of the costs up to \$105,000.

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

ADMINISTRATIVE COMMENTS/APPROVAL:

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

ACTION OF THE CITY COUNCIL:

Date _____

City Clerk _____

FOLLOW-UP:

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

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

**OUTLAY REPORT AND REQUEST
FOR REIMBURSEMENT FOR
GRANT PROGRAMS**

**STATE OF IDAHO
DEPARTMENT OF ENVIRONMENTAL QUALITY**

1. TYPE OF REQUEST

Final

Partial

2. GRANT IDENTIFYING NUMBER
WWG 313-2007-6

3. PARTIAL PAYMENT REQUEST NO.
1

4. PERIOD COVERED BY THIS REQUEST

FROM: (month, day, year) 9/13/2007

TO: (month, day, year) 9/1/2008

5. RECIPIENT ORGANIZATION

Name: The City of Hailey
Address: 115 Main St S.
Hailey, ID 83333

6. PAYEE (If different than item no. 5)

Name:
Address:

STATUS OF FUNDS

7. CLASSIFICATION	Eligible Cost	Previous Periods	This Period	Total	Comments
a. Administrative expense				\$0	
b. Engineering fees	\$210,000	\$0	\$114,306	\$114,306	
c. Miscellaneous costs				\$0	
d. Total cumulative cost (a thru c)	\$210,000	\$0	\$114,306	\$114,306	
e. State share to date (50%)		\$0	\$57,153	\$57,153	
f. State payments previously requested				\$0	
g. Amount requested for reimbursement				\$57,153	
h. Percentage of physical completion				80%	

8. CERTIFICATION

I certify that to the best of my knowledge and belief, the billed costs or disbursements are in accordance with the terms of the project and that the reimbursement represents the state share due which has not been previously requested and that an inspection has been performed and all work is in accordance with the terms of the award.

**a.
Recipient**

SIGNATURE OF CERTIFYING OFFICIAL

DATE

NAME, TITLE & TELEPHONE NO.

Thomas Hellen, City Engineer, 208-788-9830 x 14

**b.
Consultant
certifying
to line 7h.**

SIGNATURE OF CERTIFYING CONSULTANT

DATE

NAME, TITLE & TELEPHONE NO.

William Benko, Project Manager, 208-376-2288

DEQ PROJECT OFFICER

DATE

AGENDA ITEM SUMMARY

DATE: 09/08/2008 DEPARTMENT: Legal DEPT. HEAD SIGNATURE: _____

SUBJECT: _____

Non-Motorized Access Easement Agreement

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

I am attaching a Non-Motorized Access Easement Agreement which would provide for a continuation of the Toe-of-the-Hill Trail. Mr. Rinker has agreed to grant the easement. Benchmark surveyed the easement for us. The last exhibit to the easement gives you a good visual depiction of the easement. I have forwarded this document to Mr. Rinker's attorney for review.

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:

Motion to authorize the mayor to sign the Non-Motorized Access Easement Agreement subject to approval by the grantor, South Woodside Property, LLC.

FOLLOW-UP REMARKS:

*

MEMO

DATE: 2 September 2008
TO: Mayor & City Council
FROM: Becki Keefer, Parks Project Coordinator
RE: **Easement Agreement for Toe of the Hill Trail Extension**

The Toe of the Hill Trail is a 2.79 mile non- motorized single-track city trail running across a network of public and private lands, with the north terminus currently at the Community Campus on School District property and the south terminus currently at Water Gulch Road behind the Woodside Elementary School. The Toe of the Hill Trail serves a diverse range of users, from casual walkers out with their dogs to mountain bikers to runners on a training run, and connects neighborhoods to the Community Campus, school fields, and three city parks.

The proposed easement would allow the Trail to extend another +/- .75 miles south, terminating at the city limits, bringing the total trail length to 3.54 miles. The easement is described as a gift, and as a critical component to the Trail, it truly is.

The Toe of the Hill Trail has been mostly constructed by volunteers wielding hand tools. Although it is hard work, the trail is a much better product in the end – it requires less maintenance and has more interest for users – and volunteers will again build this southern extension of the Trail. It is hoped that the Easement Agreement can be signed by both parties so that we can work on the Trail this fall in the cooler weather and finish it up next spring.

NON-MOTORIZED ACCESS EASEMENT AGREEMENT

THIS NON-MOTORIZED ACCESS EASEMENT AGREEMENT ("Agreement") is made and entered into this _____ day of September, 2008, by and between SOUTH WOODSIDE PROPERTY, LLC, an Idaho limited liability company ("Grantor"), and CITY OF HAILEY, a municipal corporation, whose address is 115 South Main St., Ste. H, Hailey, ID 83333 ("Grantee").

RECITALS

- A. Grantor is the owner of a parcel of real property, more particularly described on attached **Exhibit "A"** ("Grantor's Parcel").
- B. Grantee is desirous of obtaining a non-motorized access easement across Grantor's Parcel for public walking and bicycling and Grantor is desirous of granting the same.
- C. The grant of easement described herein is a gift by the Grantor to the Grantee.

AGREEMENT

FOR NO CONSIDERATION AND AS A GIFT FROM GRANTORS TO GRANTEE, the parties agree as follows:

1. Grantor, subject to the terms and conditions hereinafter set forth, hereby grants and conveys unto the Grantee, its successors and assigns, an easement, twenty feet (20') in width, more particularly described in attached **Exhibit "B-1"** and depicted in attached **Exhibit "B-2"** ("Easement"), over, under and across Grantor's Parcel, for the limited purposes of permitting non-motorized public recreational use, such walking and bicycling, and equestrian use.
2. The Easement shall be perpetual, unless the Grantee, or its successors or assigns, agree to its termination, or otherwise abandon or vacate the Easement, and shall benefit the members of the public.
3. The Easement shall specifically include, without limiting the foregoing, the right of the Grantee, its agents, employees, contractors, and assigns, to a) traverse the Easement for maintenance, b) make such improvements and excavations thereon and thereunder as may be reasonably necessary, at its own costs and expense, c) construct, install, maintain, repair, replace, operate or use a public path for the benefit of the public, and d) install signs identifying the trail on the Easement, limiting the use of the Easement to the uses described herein and notifying the public to stay on the trail within the Easement.

4. The Grantee shall at all times properly maintain the Easement, and all improvements situated therein, and prevent the same from becoming dangerous or unsightly, or from otherwise becoming a public nuisance or hazard, and the Grantee shall take all reasonable steps to promptly repair any damage to Grantor's real property, restore and re-vegetate any ground areas disturbed by its use of the Easement or any activities arising out of the Easement.

5. The Grantee hereby indemnifies, defends and holds Grantor harmless from any and all claims, demands, obligations, liabilities, lawsuits, judgments, attorneys' fees, costs and expenses, and any and all damages to persons or property, connected with the construction, maintenance and use of the Easement.

6. In the event of a breach hereunder by any party, the non-breaching party shall have all remedies available at law or in equity, including injunctive or other equitable relief. In the event any suit, action or appeal therefrom is commenced to enforce or interpret this Agreement, the prevailing party shall be entitled to recover its costs incurred therein, including reasonable attorney fees and disbursement.

7. Grantee hereby agrees to comply in all respects with any and all federal, state and local statutes, laws, ordinances, codes, regulations and rules in connection with its use of the Easement.

8. All provisions of this instrument, including the benefits and burdens, run with the land and are binding upon and inure to the assigns and successors of the parties hereto.

9. This Easement is non-exclusive and Grantor may continue to use the Easement premises for any and all lawful purposes.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

"GRANTEE"

"GRANTOR"

CITY OF HAILEY

SOUTH WOODSIDE PROPERTY, LLC

By: _____
Richard L. Davis, Mayor

By: _____
Harry S. Rinker, its Member

ATTEST:

By: _____
Mary Cone, Clerk

STATE OF IDAHO)
)ss.
County of Blaine)

On this ____ day of September, 2008, before me a Notary Public in and for said State, personally appeared Richard L. Davis, known to me to be the Mayor of the city of Hailey, Idaho, and the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same on behalf of the City of Hailey.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first written above.

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

STATE OF IDAHO)
)ss.
County of Blaine)

On this _____ day of September, 2008, before me, a Notary Public in and for said State, personally appeared Harry S. Rinker, known to me to be a member of the limited liability company that executed the instrument or the person who executed the instrument on behalf of said limited liability company and acknowledged to me that such limited liability company 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.

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

AGENDA ITEM SUMMARY

DATE: 09/08/08 **DEPARTMENT:** Clerk's office

DEPT. HEAD SIGNATURE: MC

SUBJECT:

Motion to ratify Mayor's signature on Agreement for Noise Disclosure with with Brian Bothwell, Debbie Bothwell, Terry Wall, and Kelly Wall regarding Electra Lane Condominiums – Final plat approved by council in July 28, 2008 meeting

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

This is a typical Noise Disclosure agreement for the area in close proximity to Friedman Memorial Airport.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS Caselle # _____

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:

City Attorney has reviewed this contract.

FOLLOW-UP REMARKS:

*

COPY

mpp

AGREEMENT FOR NOISE DISCLOSURE

THIS AGREEMENT is made and entered into this 18th day of August, 2008, by and between the City of Hailey, an Idaho municipal corporation, (herein referred to as "City"), and Brian R. Bothwell and Debbie M. Bothwell and Terry N. Wall and Kelly L. Wall, (herein referred to as "Developer").

WHEREAS, Developer has an interest in a tract of land located in the City of Hailey, more specifically described in Exhibit "A" which is attached hereto and incorporated herein by reference, to be platted as Electra Lane Condominiums and referred to herein as "Developer's Property"; and

WHEREAS, the City is a Sponsor of a certain airport known as Friedman Memorial Airport located adjacent to Developer's Property; and

WHEREAS, it is in the best interest of the City and Developer to advise all future purchasers and lessees of the noise attributable to aircraft operations at Friedman Memorial Airport; and

WHEREAS, this Agreement is entered into for the purpose of advising said purchasers and lessees of the noise generation;

NOW, THEREFORE, for and in consideration of the mutual covenants and considerations herein contained, it is agreed as follows:

1. City and Developer enter into this Agreement for the purpose of advising future purchasers and lessees of the noise attributable to aircraft operations at Friedman Memorial Airport.
2. Developer agrees that the sales listing information for each lot or separately transferable property shall include a notice that the property is adjacent to Friedman Memorial Airport. The notice shall be in the form and manner shown on Exhibit "B" attached hereto and incorporated herein.
3. Developer agrees that as a part of closing of any real estate transaction conveying a fee simple interest or any lesser estate, including leasehold interest, that Developer shall include the notice on any deed or lease agreement conveying said interest.
4. After the execution of the Agreement for Noise Disclosure, Developer shall record it at the Blaine County Recorder's office and file one copy with the City.
5. Developer further agrees that all transferees shall take subject to the terms of this Agreement.

AGREEMENT FOR NOISE DISCLOSURE/1

6. This Agreement shall be considered a covenant running with the land and be binding on all future transferees, assigns and successors of Developer inasmuch as the Airport operation is associated with the use of the land and indiscriminate of ownership.

7. This Agreement shall not be amended, modified canceled or abrogated without the written consent of the parties.

8. Invalidation of any part or parts of this Agreement by judgment or other court action shall in no way affect any of the other provisions which shall remain in full force and effect.

9. This contract shall be construed and enforced in accordance with the laws of the State of Idaho.

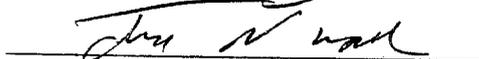
10. Upon the effective date of this Agreement, the Agreement shall be recorded in the Office of the Recorder, Blaine County, Idaho.

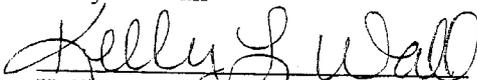
DATED this 18th day of August, 2008.

DEVELOPER:


Brian R. Bothwell

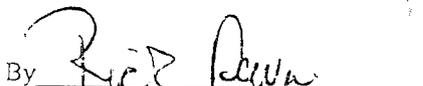

Debbie M. Bothwell


Terry N. Wall


Kelly L. Wall

CITY:

City of Hailey, Idaho

By 
Rick Davis, Mayor

ATTEST:

By 
Mary Cone, Clerk

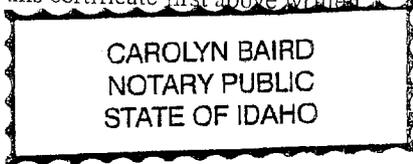


AGREEMENT FOR NOISE DISCLOSURE/2

STATE OF IDAHO)
) ss.
City of Blaine)

On this 19th day of August, 2008, before me, a Notary Public in and for said State, personally appeared Brian R. Bothwell, known or identified to me, to be the person that executed the within instrument and acknowledged to me 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.

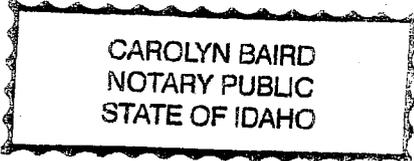


Carolyn Baird
Notary Public for Idaho
Residing at: Hailey
My commission expires: 1/23/2009

STATE OF IDAHO)
) ss.
City of Blaine)

On this 20th day of August, 2008, before me, a Notary Public in and for said State, personally appeared Debbie M. Bothwell, known or identified to me, to be the person that executed the within instrument and acknowledged to me 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.

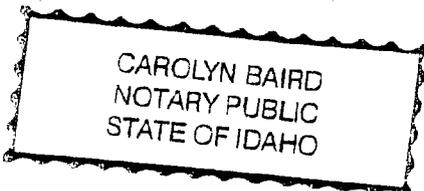


Carolyn Baird
Notary Public for Idaho
Residing at: Hailey
My commission expires: 1/23/2009

STATE OF IDAHO)
) ss.
City of Blaine)

On this 20th day of Aug, 2008, before me, a Notary Public in and for said State, personally appeared Terry N. Wall, known or identified to me, to be the person that executed the within instrument and acknowledged to me 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.



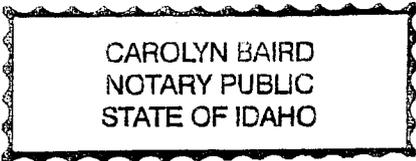
Carolyn Baird
Notary Public for Idaho
Residing at: Hailey
My commission expires: 1/23/2009

AGREEMENT FOR NOISE DISCLOSURE/3

STATE OF IDAHO)
) ss.
City of Blaine)

On this 20th day of Aug, 2008, before me, a Notary Public in and for said State, personally appeared Kelly L. Wall, known or identified to me, to be the person that executed the within instrument and acknowledged to me 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.

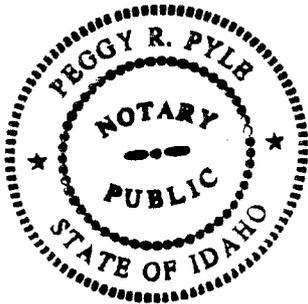


Carolyn Baird
Notary Public for Idaho
Residing at: Hailey
My commission expires: 1/23/2009

STATE OF IDAHO)
) ss.
City of Blaine)

On this 18 day of August, 2008, before me, a Notary Public in and for said State, personally appeared Rick Davis, known or identified to me to be the Mayor of the City of Hailey, and the Mayor who subscribed said City's name to the foregoing instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.



Peggy Pyle
Notary Public for Idaho
Residing at: Belleme
My commission expires: 8.2.2010

EXHIBIT "A"

Lot 6F, Block 4 of A REPLAT OF LOT 6, BLOCK 4, AIRPORT WEST
SUBDIVISION PHASE II, BLAINE COUNTY, IDAHO, as shown on
the official plat thereof, recorded July 7, 2004, as Instrument No.
506224, records of Blaine County, Idaho.

EXHIBIT "B"

The Buyer has been advised that the Electra Lane Condominiums is located adjacent to the Friedman Memorial Airport in a noise impacted 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; that 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.

COPY

NOISE AND AVIGATION EASEMENT
AND NON-SUIT COVENANT

WHEREAS the grantor is the owner in fee of a certain parcel of land in the City of Hailey, Blaine County, State of Idaho; and

WHEREAS Grantor has been advised and is of the opinion that the subject property is located in a noise-impacted area; that these present and future noise impacts might be annoying to users of the land for its stated purpose and might interfere with the unrestricted use and enjoyment of the property in its intended use; that these noise impacts might change over time by virtue of greater numbers of aircraft, louder aircraft, seasonal variations, and time-of-day variations; that changes in airport, aircraft, and air traffic control operating procedures or in airport layout could result in increased noise impacts; and that the grantor's or user's own personal perceptions of the noise exposure could change and that his or her sensitivity to aircraft noise could increase;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That for a good and valuable consideration, the receipt of which is hereby acknowledged, that Brian R. Bothwell and Debbie M. Bothwell and Terry N. Wall and Kelly L. Wall do hereby grant a permanent noise and avigation easement to the City of Hailey, Blaine County and the Friedman Memorial Airport Authority, owners and operators of Friedman Memorial Airport, herein referred to as the Airport, for the use of "Navigable Airspace" as defined by the Federal Aviation Act of 1958, over all of the following described real estate, to wit:

See Attached Exhibit "A"

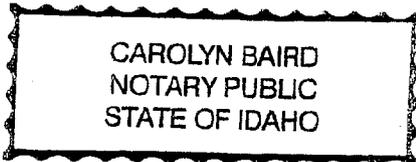
By virtue of this agreement, the grantor, for and on behalf of himself and all successors in interest to any and all of the real property above described, waives as to the City of Hailey, Blaine County and Friedman Memorial Airport Authority, or any successor agency legally authorized to operate said airport, any and all claims for damage of any kind whatsoever incurred as a result of aircraft using the "Navigable Airspace" granted herein regardless of any future changes in volume or character of aircraft overflights, or changes in airport design and operating policies, or changes in air traffic control procedures.

The Grantor, for and on behalf of himself and all successors in interest to any and all of the real property above described, does further hereby covenant and agree with the Grantees that it will not from and after the effective date hereof, sue, prosecute, molest, or trouble the Grantees in respect to or on account of the flight of any and all aircraft over or near the said parcel of land or for any effects resulting therefrom including but not limited to noise, air pollution, or any and all other possible damages to or taking of said property resulting from such flights.

STATE OF IDAHO)
) ss.
City of Blaine)

On this 20th day of Aug, 2008, before me, a Notary Public in and for said State, personally appeared Debbie M. Bothwell, known or identified to me, to be the person that executed the within instrument and acknowledged to me 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.

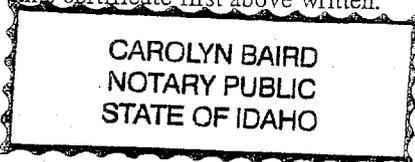


Carolyn Baird
Notary Public for Idaho
Residing at: Harley
My commission expires: 1/23/2009

STATE OF IDAHO)
) ss.
City of Blaine)

On this 20th day of August, 2008, before me, a Notary Public in and for said State, personally appeared Terry N. Wall, known or identified to me, to be the person that executed the within instrument and acknowledged to me 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.

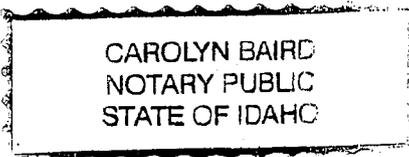


Carolyn Baird
Notary Public for Idaho
Residing at: Harley
My commission expires: 1/23/2009

STATE OF IDAHO)
) ss.
City of Blaine)

On this 20th day of August, 2008, before me, a Notary Public in and for said State, personally appeared Kelly L. Wall, known or identified to me, to be the person that executed the within instrument and acknowledged to me 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.



Carolyn Baird
Notary Public for Idaho
Residing at: Harley
My commission expires: 1/23/2009

NOISE AND AVIGATION EASEMENT/3

EXHIBIT "A"

Lot 6F, Block 4 of A REPLAT OF LOT 6, BLOCK 4, AIRPORT WEST
SUBDIVISION PHASE II, BLAINE COUNTY, IDAHO, as shown on
the official plat thereof, recorded July 7, 2004, as Instrument No.
506224, records of Blaine County, Idaho.

AGENDA ITEM SUMMARY

DATE: 09/08/08 **DEPARTMENT:** Clerk's office

DEPT. HEAD SIGNATURE: MC

SUBJECT:

Motion to approve and authorize Mayor to sign Idaho Department of Health and Welfare award of FY09 EMS Dedicated Grant Program.

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

Grant award is for \$1376 towards a new Rope Rescue Equipment

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS

Caselle # _____
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:

City Attorney has reviewed this contract.

FOLLOW-UP REMARKS:

*

RECEIVED

AUG 14 2008



IDAHO DEPARTMENT OF EMHS CH HD
HEALTH & WELFARE

C. L. "BUTCH" OTTER - Governor
RICHARD M. ARMSTRONG - Director

DIA GAINOR - Bureau Chief
EMERGENCY MEDICAL SERVICES
590 Washington Street
P.O. Box 83720
Boise, Idaho 83720-0036
PHONE 208-334-4000
FAX 208-334-4015

August 12, 2008

Carl Hjelm
Hailey Fire Department
115 South Main St, Ste H
Hailey ID 83333

Dear Carl,

We are pleased to enclose documents covering the award to your agency from the FY09 EMS Dedicated Grant Program.

Enclosed are two sets of the contract and *Memorandum of Grant Terms and Security Agreement, Appendix A*, covering the award your agency received. Please note that the contract is effective 9/10/08 and expires 6/30/09. If your agency received both a vehicle and an equipment award, there are two (2) sets for each category. One set is to be signed by the person authorized to sign for your agency and sent to our office at the address listed above no later than **September 1, 2008**. The second set is for your records.

Signing the contract signifies your intent to accept the grant award as specified in the contract. If the signed contract is not received by the due date, the award will be forfeited. Upon receipt of the signed contract, the Bureau will issue your agency a check for the award amount. The purchase date(s) of the awarded items must be between September 10, 2008 and March 31, 2009 in order to meet the documentation deadline.

Also enclosed is the "FY2009 Dedicated Grant Award Accounting" form(s). Please complete this document listing the purchased equipment or vehicle and enclose copies of the required invoice(s) and payment of unused funds, if any, within 30 days of receipt of the equipment purchased with the grant award, or by April 1, 2009, whichever is earlier, to the EMS Bureau Office. Be sure purchased items match the description of awarded items and the invoice includes vendor name, address, date of purchase, description of item and total purchase price, including shipping and handling if applicable. The amount awarded for each individual item must be justified by invoice. Proof of payment is required by following the guidelines on the accounting form. Unused funds may not be combined for credit toward other items but must be returned to the EMS Bureau.

We congratulate your agency for receiving this award and trust it will benefit your agency and the community you serve. If you have any questions about this process, please contact your EMS Bureau Regional Consultant.

Sincerely,

Carolyn Thrasher
Program Specialist

cc: EMS Bureau North Region
P O Box Drawer B
Lewiston ID 83501

EMS Bureau Central Region
590 W Washington St
Boise ID 83702

EMS Bureau East Region
150 Shoup #7
Idaho Falls ID 83402

Enclosures: *Grant Contract (2) *Accounting for - 4 1 - *Grant Timeline

**FY2009 DEDICATED GRANT EQUIPMENT AWARD
ACCOUNTING FORM**

Hailey Fire Department

Please complete this form, attach the necessary documents, and return it to the EMS Bureau within 30 days of receipt of equipment, or no later than April 1, 2009, whichever occurs first.

DOCUMENTATION REQUIRED:

Legible copy of Vendor Invoice(s) showing :

- Vendor name and address,
- Date of purchase,
- Amount, and
- Description of each item awarded.

Legible Proof of payment:

- Copy of processed check(s), front and back, showing vendor endorsement, or
- Copy of front of check and bank statement showing check(s) has been processed, or
- Vendor statement showing payment has been received in full.

An agency "Paid" stamp or handwritten notation is not acceptable.

**UNUSED FUNDS MAY NOT BE COMBINED FOR CREDIT
TOWARD OTHER ITEMS.**

EQUIPMENT AWARD: \$1376.

CONTRACT: #HC619500

Award Amount	Item	\$ Invoice Amount	Copy of Invoice Attached (See above) √	Proof of Payment Attached (See above) √	\$ Amount to be Returned to EMS Bureau, per item
\$1376	Rope Rescue Equipment				

Total Amount Returned to EMS Bureau	Check Number	Date Sent to EMS Bureau

FY2009

EMS DEDICATED GRANTS TIME LINE

Agency returns signed *Contract* to the Bureau, postmarked or hand delivered no later than 5 pm: 9/01/08

Bureau disburses award amount to agency award recipients 9/30/08

Agency purchases awarded equipment and/or vehicle between: 9/01/08
and: 3/15/09

Agency submits *Accounting Form* with invoices and proof of payment for awarded items to Bureau within thirty (30) days of receipt of item

OR no later than: 4/01/09
whichever occurs first

Agency returns unused funds to Bureau with *Accounting Form* within thirty (30) days of receipt of awarded item

OR no later than: 4/01/09
whichever occurs first

STATE OF IDAHO
Department of Health and Welfare
Subgrant

SUBGRANT NUMBER: HC619500
SUBGRANTEE: HAILEY FIRE DEPARTMENT
SUBGRANTEE'S FEDERAL I.D. NUMBER: 82600020106

This Subgrant is entered into by the State of Idaho, Department of Health and Welfare, hereinafter referred to as the **DEPARTMENT**, and **HAILEY FIRE DEPARTMENT**, hereinafter referred to as the **SUBGRANTEE**. This Subgrant is anticipated to be effective as of **09/10/2008** and expire on **06/30/2009**.

WITNESSETH: The **DEPARTMENT** enters into this Subgrant pursuant to authority granted to it in Title 56, Chapter 10, Idaho Code. The **SUBGRANTEE** agrees to undertake performance of this Subgrant under the terms and conditions set forth herein.

The **SUBGRANTEE** agrees to provide, and the **DEPARTMENT** agrees to accept the services detailed in the Scope of Work and generally described as follows:

DEDICATED GRANT AWARD FROM THE IDAHO EMS BUREAU AND THE FY08 EMSAC GRANT COMMITTEE TO ASSIST WITH THE PURCHASE OF SPECIFIED EMS EQUIPMENT.

The following Attachments are hereby incorporated by reference and made a part of this Agreement:

Standard Grant
Scope of Work
Performance Metrics
Cost/Billing Procedure

TOTAL GRANT AMOUNT: \$1,376.00

SUB OBJECT: 769900-OTHER NON-FEDERAL PAYMENTS TO
PROGRAM COST ACCOUNT (PCA): 13317 - PR V & E GRANTS III

SUBGRANT MONITOR: Carolyn Thrasher

SUBGRANT MANAGER: Jane S. Smith

Standard Subgrant

I. GENERAL PROVISIONS:

- A. Alteration of the terms of this agreement may be made by a joint memorandum directing the change and signed by both the Department and the Subgrantee.
- B. The failure of the Department to require strict performance of any term or condition of this agreement, or to exercise any option herein, in any one or all instances shall not be construed to be a waiver or relinquishment of any such term or condition. The same shall be and remain in full force and effect, unless there is a prior written waiver by the Department.
- C. The Subgrantee agrees to maintain all fiscal records, including its books, audit papers, documents, and any other evidence of accounting procedures and practices, which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this subgrant. These records shall be available for and subject to inspection, review or audit and copying by the Department and other personnel duly authorized by the Department or federal inspectors or auditors at all reasonable times, at either the Subgrantee's principal place of business or upon premises designated by the Department.
- D. The Subgrantee shall maintain all records and documents relevant to this subgrant for three (3) years from the date of final payment. The Department, and any persons duly authorized by the Department, shall have full access to and the right to inspect, review, and audit any of these materials during the retention period. If an audit, litigation or other action involving records is initiated before the three (3) year period has expired, the records must be retained until all issues arising out of such action are resolved, or until an additional three (3) year period has passed, whichever is later.
- E. The Subgrantee shall be monitored on a frequency to be determined by the Department and the program shall be periodically reviewed. The results of this program review may be used, with other information, to evaluate the Subgrantee's provision of services funded by this subgrant.
- F. The Subgrantee shall indemnify, defend and save harmless the State of Idaho, and the Department, its officers, agents and employees, from and against all liability, claims, damages, losses, expenses, actions, and suits whatsoever, including injury or death of others or any employee of the Subgrantee caused by or arising out of the Subgrantee's performance, act, or omission of any term of this subgrant. Nothing in this provision shall extend the Subgrantee's indemnification of the Department beyond the liability of the Department provided in the Idaho Tort Claims Act, Idaho Code Section 6-901 et seq., the aggregate of which is limited to \$500,000 by Idaho Code Section 6-926.

The Department shall indemnify, defend and save harmless the Subgrantee, its officers, agents and employees from and against all liability, claims, damages, losses, expenses, actions, and suits whatsoever, including injury or death of others or any employee of the Department caused by or arising out of the Department's negligent performance, act or omission of any term of this subgrant. Nothing in this provision shall extend the liability of the Department beyond that provided in the Idaho Tort Claims Act, Idaho Code Section 6-901 et seq.

As an independent contractor, Subgrantee is responsible for all employee-related benefits, such as paid leaves and health insurance, and withholding and payment of F.I.C.A., F.U.T.A., and income taxes for federal and state purposes. The Department shall not be responsible for these employee-related benefits and tax items, and shall be

indemnified and held harmless for any liability, cost or expense, including any interest, penalties and attorney's fees, that may be connected with the Subgrantee's failure to provide or pay such items.

- G. It is expressly acknowledged and agreed that the Subgrantee shall observe the confidentiality of information provisions of the Idaho Code, and pertinent state and federal rules and regulations. The Department will furnish the Subgrantee with applicable statutes, rules and regulations upon receipt of written request for them. Further, the Subgrantee acknowledges that pursuant to Idaho Code Section 9-335 et seq., information or documents received from Subgrantee may be open to public inspection and copying unless exempt.
- H. The Subgrantee hereby agrees to provide all services funded through or affected by this subgrant without discrimination on the basis of race, color, national origin, sex, age, religion or physical/mental impairment, and to comply with all relevant state and federal laws regarding anti-discrimination.

The Subgrantee acknowledges that it may have an obligation, independent of this subgrant, to comply with the Health Insurance Portability and Accountability Act (HIPAA), Sections 262 and 264 of Public Law 104-191, 42 USC Section 1320d, and federal regulations at 45 CFR Parts 160, 162 and 164. If applicable, Subgrantee shall comply with all amendments to the law and federal regulations made during the term of the Subgrant.

- I. The Subgrantee certifies that none of the funds provided by this subgrant have been paid or will be paid by or on behalf of the Subgrantee to any person for influencing or attempting to influence an officer or employee of any governmental agency, a member, officer or employee of Congress or the State Legislature in connection with the awarding, continuation, renewal, amendment, or modification of any contract, subgrant, loan or cooperative agreement.

If any funds, other than funds provided by this subgrant, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any governmental agency, a member, officer or employee of Congress or the State Legislature in connection with this subgrant, the Subgrantee shall complete and submit Standard Form LLL, 'Disclosure Form to Report Lobbying', in accordance with its instructions, and a copy of Standard Form LLL to the Department.

The Subgrantee understands that a false statement of this certification may be grounds for rejection or termination of the subgrant, and that their signature upon this 'Standard Subgrant' is a material representation of fact upon which reliance was placed when this subgrant was made or entered into. In addition, under Section 1352, Title 31 U.S. Code, a false statement shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such false statement.

- J. The Subgrantee must comply with the terms of the 'Single Audit Act' of 1984. Funds provided under this subgrant may be used to pay for compliance with this Act in proportion to other funding sources available to the Subgrantee.
- K. The Department or the Subgrantee may cancel this subgrant at any time without cause upon thirty (30) calendar days' written notice specifying the date of termination. The obligations and liabilities of the parties shall cease upon the date of termination, except that the obligations or liabilities incurred prior to the termination date shall be honored.

II. IN WITNESS WHEREOF, the parties have executed this agreement.

SUBGRANTEE:

Hailey Fire Department
Name of Subgrantee

Name of Signature Authority (printed)

Title: _____

Signature

Date

Mailing Address: 115 South Main St, Ste H

Hailey ID 83333 Boise ID 83720-0036

Telephone Number: _____

Subgrant Number:

HC619500

STATE OF IDAHO

Department of Health and Welfare

Jane S. Smith, Division of Health
Name of Signature Authority

Title: Division Administrator

Signature

Date

Mailing Address: P O Box 83720

Telephone Number: 208/334-5945

Scope of Work

I. General Requirements

- A. The Grantee shall comply with the rules, regulations and policies as outlined by the Department of Health and Welfare (DHW).
- B. The Grantee shall ensure that procedural safeguards are followed in confidentiality requirements according to IDAPA 16.05.01, Protection and Disclosure of Department Records.

II. Award

- A. Dedicated Grant award from the State of Idaho EMS Bureau and the FY08 EMSAC Grant Committee to assist with the purchase of specified EMS equipment.

III. Close Out

- A. The Grantee shall provide to the State of Idaho Emergency Medical Services Bureau, an invoice and proof of payment for the specified equipment purchased within thirty (30) days of invoice date or by April 1, 2009, whichever occurs first.

Performance Metrics

First Metric.

Copy of Invoice for Equipment

Required Level of Expectation:

Copy of Bill of Sale/Invoice and proof of payment for each awarded item to be received by the State of Idaho EMS Bureau within thirty (30) days of invoice date or no later than April 1, 2009, whichever occurs first.

Method of Monitoring:

Review of Bill of Sale/Invoice and proof of payment.

Second Metric.

Return unused funds

Required Level of Expectation:

Return unused funds to State of Idaho EMS Bureau within thirty (30) days of invoice date or no later than April 1, 2009, whichever occurs first.

Method of Monitoring:

Review of receipt for unused funds.

Monitoring Frequency:

Starting on 07/01/2009, Monitor Reports due every year until 07/01/2009.

Cost/Billing Procedure

Documentation of Purchase:

Local agency agrees to provide the State of Idaho Emergency Medical Services Bureau a copy of the Bill of Sale/Invoice and proof of payment for the equipment purchased within contract eligibility dates within (thirty) 30 days of receipt of equipment or no later than April 1, 2009, whichever occurs first.

Deadline for Return of Funds:

Local agency agrees that "All unused grant funds shall be returned to the State of Idaho EMS Account III by the applicant no later than April 1 of that grant cycle" in the form of a check payable to State of Idaho Emergency Medical Services Bureau within (thirty) 30 days of receipt of equipment or no later than April 1, 2009, whichever occurs first.

APPENDIX A

Idaho *EMS* System

MEMORANDUM OF GRANT TERMS, CONDITIONS, AND SECURITY AGREEMENT FOR CAPITAL EQUIPMENT (hereinafter memorandum)

- I. **GRANT PROVIDER:** State of Idaho, Department of Health and Welfare, Division of Health, Emergency Medical Services Bureau (hereinafter department).
- II. **GRANT RECIPIENT:**, Hailey Fire Department a governmental subdivision of the State of Idaho, a non-profit organization established pursuant to the laws of the State of Idaho, or an organization authorized to provide emergency medical services by their respective county commissioners (hereinafter local agency).
- III. **EFFECTIVE DATES:**
- A. Date of grant: 9/10/08
- B. Date of termination: 6/30/09
- IV. **AMOUNT OF GRANT: MAXIMUM OF: \$1376**
- V. **OBJECT OF GRANT:** Purchase of emergency medical services equipment:

<u>Item</u>	<u>Qty</u>	<u>Description</u>	<u>Award Amount</u>
1	Various	Rope Rescue Equipment	\$1376

- VI. **TERMS AND CONDITIONS:**
- A. The local agency agrees to take possession of the above listed equipment and to use the equipment for the provision of emergency medical care and for this purpose only.
- B. The local agency agrees to submit photocopies of verifiable invoice(s)/receipt(s) and proof of payment documenting the purchase of the above listed equipment to the EMS Bureau Regional Office within thirty (30) days of invoice date or by April 1, 2009, whichever occurs first.
- C. The local agency agrees to take possession of the equipment and to use the equipment for the provision of emergency medical care and for this purpose only.
- D. The department and the local agency agree that the local agency may sublease or otherwise delegate the use of the equipment to a responsible local operator, but that such a sublease or delegation shall not limit in any way the responsibilities of the local agency or the rights of the department.
- E. The local agency agrees that the equipment will be based in the city/town of Hailey and principally used only in county of Blaine.

- F. The local agency agrees that at all times the equipment and the entity using the equipment will meet all of the Idaho Emergency Medical Services standards and comply with all rules of the department and laws of the State of Idaho.
- G. The local agency agrees to properly service and maintain the equipment and to keep the equipment in a state of good repair at all times.
- H. The local agency agrees not to allow any lien or security interest, other than this present memorandum, to be placed on the equipment and the local agency agrees not to assign or attempt to assign any interest in the equipment without the prior written approval of the department.
- I. The local agency agrees to maintain comprehensive damage insurance on the equipment in such amount as to provide for complete replacement of the equipment. Such insurance shall be kept in force for the entire period of this agreement. In the alternative, the local agency must have sufficient ability of self-indemnification.
- J. The local agency agrees to allow the department to inspect the equipment at any reasonable time and place.
- K. The local agency shall repair or replace the equipment within thirty (30) days if it is damaged, stolen, destroyed, or attached, and if new equipment is leased or purchased it shall be substituted for the equipment described in paragraph V.

VII. SECURITY AGREEMENT:

- A. The department and the local agency intend that this memorandum shall create an enforceable security interest in the equipment.
- B. This security agreement shall be an encumbrance on the equipment which secures performance of the local agency's obligations and agreements as expressed in this memorandum.
- C. Pursuant to this security agreement the local agency must comply with all terms and conditions expressed herein. The local agency may not sell the equipment without the prior written consent of the department and the release of this security interest. If the local agency defaults upon any of the obligations expressed in this memorandum, the department may commence action to repossess the equipment to satisfy the department's claim for the full amount of the grant.
- D. The department and the local agency intend to incorporate by reference and to be bound by the provisions of Article 9 of the Uniform Commercial Code, as enacted in Idaho Code Title 28, chapter 9, notwithstanding the possible exclusion of the transaction pursuant to Idaho Code 28-9-104.
- E. The security interest created is acknowledged to be a purchase money security interest for the purposes of Idaho Code 28-9-107.
- F. If for any reason the provisions of Idaho Code Title 28, chapter 9 are determined not to apply to this security interest, the intent of the parties is that ownership of the equipment shall remain with the department.
- G. The department agrees to release this security interest if the terms of this agreement are substantially complied with for a period of five (5) years.

VIII. GENERAL PROVISIONS:

- A. The local agency agrees to hold harmless, defend, and indemnify the department against any and all expenses, liabilities, and claims, including attorneys fees, connected with the use or possession of the equipment.
- B. Alteration of the terms of this memorandum may be made by a joint memorandum directing the change and signed by both the department and the local agency.
- C. The failure of the department to require strict performance of any term or condition of this memorandum shall not be deemed to be a waiver of any subsequent breach or default of any term or condition.

AGENDA ITEM SUMMARY

DATE: 09/08/08 **DEPARTMENT:** Public Works

DEPT. HEAD SIGNATURE: 

SUBJECT:

Request approval for the 2009 Springfest Arts & Crafts Fair Special Event at Roberta McKercher Park. Event is schedule to take place May 23-24, 2009.

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

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	__XXEngineer	__XX Building
___ Library	__XXPlanning	__XXFire Dept.	_____
___ Safety Committee	___ P & Z Commission	__XXPolice	_____
___ Streets	__XXPublic Works, Parks	___ Mayor	_____

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Department Heads approved with the following contingencies:

The Public Works Department would recommend approval for "Springfest Arts and Craft 2009" special event to be held in Roberta McKercher Park with the following conditions:

1. All vehicle access to the park will be restricted to the Northeast corner of the park (it is recommended that plywood or like material be placed on the ground where vehicles will be entering the park).
2. Applicant will be responsible for repair of any turf and/or sprinkler damage.
3. Any power requirements will need to be approved, maximum of 200 amps available.
4. Access to the RV dump is to remain open at all times.
5. Restrooms will need to be provided with a minimum of one being ADA accessible.
6. Dumpsters/trash and recycle receptacles will need to be provided.
7. Traffic control plan will need to be submitted. No parking at the Armory.
8. Declaration of Insurance will need to be submitted.
9. Applicant will be responsible for repair of any turf or sprinkler damage.

FOLLOW-UP REMARKS:

*



#1787

RECEIVED

JUN 03 2008

SPECIAL EVENT PERMIT APPLICATION

I. EVENT NAME: 2009 SPRING-FEST ARTS + CRAFTS FAIR

II. LOCATION FOR EVENT (Be specific e.g., Hop Porter Park, all of 1st Avenue between Walnut and Pine, 115 Main St. S.):

Public Property Private Property

R. McKEONER PARK

III. EVENT SCHEDULE

Special Events are limited to four days, including set-up and tear-down days. No more than eight events per calendar year can be conducted by a single party or organization, unless a modification is granted by the City Council. **Please submit your modification requests in writing and attach to your application.**

Date(s) of Event	Hours	Estimated # of Attendees
5-23-09	Start Time: 10AM End Time: 6PM	One Hour Interval: All Day: 500
5-24-09	Start Time: 10AM End Time: 5PM	One Hour Interval: All Day: 500-700
Date of Set-Up		
5-22-09	Start Time: NOON End Time: DUSK	
Date of Tear Down		
5-24-09	Start Time: 5PM End Time: 7PM	

IV. FEES

Special Event Permit Application Fee \$125 125.00

Per Day Park Rental Fee \$500 _____

(Waived for non-profits)

Security Deposit \$500 ON ACCOUNT (#604)

Tax (on park rental fees only) 6% _____

TOTAL DUE

Additional Deposit Required 125.00

V. ORGANIZATION INFORMATION

Applicant's Name: JIM SPINELLI Title: E.D. HAILE CHAMBERL

Mailing Address: PO 100 Zip Code: 83333

Street Address: 1050 FOX HOLE RD City: HAILEY State: ID

Day Telephone: 755-3484 Evening Telephone: 481-1112

FAX Number: 575-1595 E-Mail Address: info@haileyidaho.com

Applicant Driver's License #: ~~82-0420093~~ DA123275E

Sponsoring Organization: HAILEY CHAMBER OF COMMERCE & CITY OF HAILEY

Non-Profit: Yes No Tax Exempt #: _____

Federal Tax #: 82-0420093 State Tax #: 0001491342

VI. EVENT INFORMATION

New Event: Yes _____ No Annual Event: Yes No _____ Years Operating 24

Event Category: Commercial Noncommercial

Estimate of Gross Ticket Sales & Revenues (commercial event only): _____

Description of Event: HAND MADE ARTS & CRAFTS & NON-PROFIT BOOTHES

Additional Details: LIVE MUSIC & ENTERTAINMENT ON STAGE

VII. INSURANCE REQUIREMENTS

It is the responsibility of your Special Event organizers to maintain a COMPREHENSIVE GENERAL LIABILITY insurance policy with coverage of not less than \$1,000,000.00 combined single limit per occurrence. Each policy shall be written as a primary policy, not contributing with or in excess of any coverage which the City may carry. *A certificate naming the State of Idaho, Blaine County, the City of Hailey, as additional insured shall be delivered to the City of Hailey with this application.* The adequacy of all insurance required by these provisions shall be subject to approval by the City Clerk. Failure to maintain any insurance coverage required by this agreement shall be cause for immediate termination of the application.

Insurance Company: PHILADELPHIA INS. CO. Agent Name: BISSET MS. KETZHAM?

Address: ONE BIRLA PLAZA, SUITE 100 Phone: 610-617-7900
BAIT CYNWYD, PA

HOLD HARMLESS CLAUSE

Permittee (organization/applicant) shall indemnify and hold harmless the City of Hailey, its agents, its employees and authorized volunteers from and against all claims, damages, losses and expenses, including attorney's fees, arising out of the permitted activity or the conduct of Permittee's operation of the event if such claim (1) is attributable to personal injury, bodily injury, disease or death, or to injury to or destruction of property, including the loss of use there from, and (2) is not caused by any negligent act or omission of willful misconduct of the City of Hailey or its employees acting within the scope of their employment.

(Attach any additional pages as needed)

SPECIAL EVENT ACTIVITIES & CITY SERVICES REQUESTED

Your Event Organizer is responsible for providing a complete list of event activities including a list of suppliers providing services. An event logistics map is required, detailing the location for all road closures, event set up, canopies, stages, vendors, booths, and any other major services or activities planned.

Yes	No	Check all Planned Activities	Yes	No	Check all Planned Activities
	✓	Street Closures & Access / Parade Detailed map listing areas of closure, parade route is required. An ITD permit is required for Main Street.	✓		Alcohol served (name of provider) <u>LOCAL PUB W/ LICENSE</u> Requires alcohol catering permit (Hailey Code 5.13)
	✓	Street Closures & Access /Parade require your Event Coordinator to notify all affected businesses, churches schools and neighborhoods	✓		Alcohol sold/Liquor Catering License required City of Hailey Municipal Code 5.04, 5.08, 5.12
	✓	Street Closures & Access /Parade require your Event Coordinator to notify all affected businesses, churches schools and neighborhoods	✓		Food/Beverages will be served (List Caterers): <u>TO FOLLOW</u>
#	70	Canopies/Tents/Membranes/Temporary Structures (Number & Size(s) <u>12x12</u> City of Hailey Fire Department, Fire Code Enforcement	#	70	Vendors items sold/ solicitation <u>JEWELRY, POTTERY, CRAFTS, ART, PHOTO'S, ETC.</u>
	✓	Medical Services (Circle) First Aid and/or EMS Services Who is providing services? _____			
#	✓	Security (detail who, number of officers, times. Attach plan)	#	20	Booths: Profit / <u>(Non-Profit)</u>
	✓	Traffic Control / Shuttle Buses (Number of buses / locations / hours of operation, attach plan.)		✓	Lighting plan: attach plan
#	✓	Electricity / Generators (Size <u>NORMAL CURRENT POWER</u>) Attach detailed electrical plan. <u>AT PARK</u>	✓		Activities / Entertainment (Agenda) <u>MUSIC</u> Other equipment or entertainment <u>DANCERS</u>
				✓	Signs or Banners: sign permit may be required by the City Planning and Zoning Department
✓		Water <u>(Drinking)</u> / Washing (circle)	✓		Stages (Number and Size(s) _____) <u>#1 20x30</u>
	✓	Gray Water Barrel / Grease Barrel (circle /detail # and locations)	#	✓	Barricades. How many identify locations and attach logistics map
✓		Sanitation -Trash bins, Dumpsters, Recycle (circle /detail # and locations) <u>9-30 GAL 2 LARGE +</u>	#	1,000	EVENT estimated attendance <u>2 DAYS</u>
#	✓	Porta Toilets / Wash Stations (Quantity ADA Regular _____) <u>3 1 2</u>	#	1	Number of staff working event
			#	20	Number of volunteers working

I hereby certify that I have read and will abide by the laws, rules and regulations set forth by the City of Hailey, Blaine County, and the State of Idaho, and in signing this application, I hereby agree that I and the organization I represent, shall hold the City of Hailey and all of its agents or employees free and blameless from any claim, liability or damage which may arise from use of City facilities or equipment, whether or not the City of Hailey, its agents or employees are jointly negligent. I further agree to promptly reimburse the City of Hailey and all of its agents for any clean up loss or damage to City property resulting from this use, as well as permitting, staffing, equipment use/rental, property use/rental, clean up, inspections involving the use of public property, public employees or public equipment for the Special Event. In the event the deposit exceeds the actual charges, the City Clerk shall refund the balance to the applicant.

Event Organizer's Signature: [Signature] Date: 6-3-09



Philadelphia Indemnity Insurance Company

One Bala Plaza, Suite 100, Bala Cynwyd, Pennsylvania 19004

COMMON POLICY DECLARATIONS

Policy Number: PHPK309395

Named Insured and Mailing Address:

Hailey Chamber of Commerce
PO Box 100
Hailey, ID 83333-0100

Producer: 30075

Bisnett Insurance, Inc.
310 N. State St., Suite 220
P.O. Box 6, 508 Cascade Avenue, P.O. Box
Lake Oswego, OR, 97034

Policy Period From: 05/01/2008 **To:** 05/01/2009

at 12:01 A.M. Standard Time at your mailing
address shown above.

Business Description: Special Events

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

	PREMIUM
Commercial Property Coverage Part	100.00
Commercial General Liability Coverage Part	1,090.00
Commercial Crime Coverage Part	
Commercial Inland Marine Coverage Part	
Commercial Auto Coverage Part	201.00
Businessowners	
Workers Compensation	

Total \$ **1,391.00**

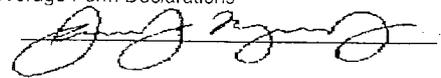
Total Includes Federal Terrorism Risk Insurance Act Coverage **7.00**

FORM (S) AND ENDORSEMENT (S) MADE A PART OF THIS POLICY AT THE TIME OF ISSUE
Refer To Forms Schedule

*Omits applicable Forms and Endorsements if shown in specific Coverage Part/Coverage Form Declarations

CPD- PIIC (01/07)

Countersignature Date


Authorized Representative

Philadelphia Indemnity Insurance Company

COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS

Policy Number: PHPK309395

Agent # 30075

See Supplemental Schedule

LIMITS OF INSURANCE

\$	3,000,000	General Aggregate Limit (Other Than Products – Completed Operations)
\$	3,000,000	Products/Completed Operations Aggregate Limit (Any One Person Or Organization)
\$	1,000,000	Personal and Advertising Injury Limit
\$	1,000,000	Each Occurrence Limit
\$	100,000	Rented To You Limit
\$	0	Medical Expense Limit (Any One Person)

FORM OF BUSINESS: NON PROFIT ORGANIZATION

Business Description: Special Events

Location of All Premises You Own, Rent or Occupy: **SEE SCHEDULE ATTACHED**

AUDIT PERIOD, ANNUAL, UNLESS OTHERWISE STATED: N/A

Classifications	Code No.	Premium Basis	Rates		Advance Premiums	
			Prem./ Ops.	Prod./ Comp. Ops	Prem./ Ops.	Prod./ Comp. Ops.
SEE SCHEDULE ATTACHED						
TOTAL PREMIUM FOR THIS COVERAGE PART:					\$ 1,090.00	\$

RETROACTIVE DATE (CG 00 02 ONLY)

This insurance does not apply to "Bodily Injury", "Property Damage", or "Personal and Advertising Injury" which occurs before the retroactive date, if any, shown below.

Retroactive Date: _____

FORM (S) AND ENDORSEMENT (S) APPLICABLE TO THIS COVERAGE PART: Refer To Forms Schedule

Countersignature Date

Authorized Representative



AIR Act 5419

125.00 app fee collected
NO Deposit
NO per day fee (RC)

SPECIAL EVENT PERMIT APPLICATION

I. EVENT NAME: WEDDING + RECEPTION FOR JENNIFER SPINELLI

II. LOCATION FOR EVENT (Be specific e.g., Hop Porter Park, all of 1st Avenue between Walnut and Pine, 115 Main St. S.):

Public Property Private Property

11616 AT ELLSWORTH ESTATE 702 S. THIRD

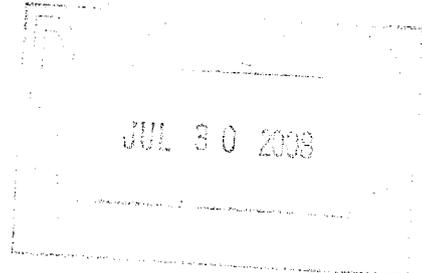
III. EVENT SCHEDULE

Special Events are limited to four days, including set-up and tear-down days. No more than eight events per calendar year can be conducted by a single party or organization, unless a modification is granted by the City Council. **Please submit your modification requests in writing and attach to your application.**

Date(s) of Event	Hours	Estimated # of Attendees
9-20-08	Start Time: 1PM End Time: 7PM	One Hour Interval: All Day: 75-100
	Start Time: End Time:	One Hour Interval: All Day:
Date of Set-Up		
9-19-08	Start Time: NOON End Time: 7PM	
Date of Tear Down		
9-20-08	Start Time: 7PM End Time: 9PM	

IV. FEES

Special Event Permit Application Fee	\$125	<input checked="" type="checkbox"/>	<u>\$125</u>
Per Day Park Rental Fee (Waived for non-profits)	\$500	<input type="checkbox"/>	_____
Security Deposit	\$500	<input type="checkbox"/>	_____
Tax (on park rental fees only)	6%	<input type="checkbox"/>	_____
TOTAL DUE			<u>\$125</u>
Additional Deposit Required		<input type="checkbox"/>	_____



V. ORGANIZATION INFORMATION

Applicant's Name: JIM SPINELLI Title: DAD

Mailing Address: PO 1826 HAILEY Zip Code: 83333

Street Address: 2310 MOONLIGHT DR City: HAILEY State: 117

Day Telephone: 788-3434 Evening Telephone: 481-1112

FAX Number: 578-1595 E-Mail Address: info@haileyidaho.com

Applicant Driver's License #: DA 123275E

Sponsoring Organization: _____

Non-Profit: Yes No Tax Exempt #: _____

Federal Tax #: _____ State Tax #: _____

VI. EVENT INFORMATION

New Event: Yes No _____ Annual Event: Yes _____ No Years Operating _____

Event Category: Commercial Noncommercial

Estimate of Gross Ticket Sales & Revenues (commercial event only): _____

Description of Event: TYPICAL WEDDING + RECEPTION

Additional Details: DJ OR AMPLIFIED BAND

VII. INSURANCE REQUIREMENTS

It is the responsibility of your Special Event organizers to maintain a COMPREHENSIVE GENERAL LIABILITY insurance policy with coverage of not less than \$1,000,000.00 combined single limit per occurrence. Each policy shall be written as a primary policy, not contributing with or in excess of any coverage which the City may carry. *A certificate naming the City of Hailey, Blaine County, Idaho as additional insured shall be delivered to the City of Hailey with this application.* The adequacy of all insurance required by these provisions shall be subject to approval by the City Clerk. Failure to maintain any insurance coverage required by this agreement shall be cause for immediate termination of the application.

Insurance Company: N/A Agent Name: _____

Address: _____ Phone: _____

IAN @ ELLSWORTH **HOLD HARMLESS CLAUSE**

Permittee (organization/applicant) shall indemnify and hold harmless the City of Hailey, its agents, its employees and authorized volunteers from and against all claims, damages, losses and expenses, including attorney's fees, arising out of the permitted activity or the conduct of Permittee's operation of the event if such claim (1) is attributable to personal injury, bodily injury, disease or death, or to injury to or destruction of property, including the loss of use there from, and (2) is not caused by any negligent act or omission of willful misconduct of the City of Hailey or its employees acting within the scope of their employment.

(Attach any additional pages as needed)

SPECIAL EVENT ACTIVITIES & CITY SERVICES REQUESTED

Your Event Organizer is responsible for providing a complete list of event activities including a list of suppliers providing services. An event logistics map is required, detailing the location for all road closures, event set up, canopies, stages, vendors, booths, and any other major services or activities planned.

Yes	No	Check all Planned Activities	Yes	No	Check all Planned Activities
	✓	Street Closures & Access / Parade Detailed map listing areas of closure, parade route is required. An ITD permit is required for Main Street.	✓		Alcohol Served (Free of Charge) (name of provider) CO. OF CHEFS
	✓	Street Closures & Access /Parade require your Event Coordinator to notify all affected businesses, churches schools and neighborhoods	✓	✓	Alcohol Sold Requires Alcohol Beverage Catering Permit (Hailey Code 5.13)
	✓	Street Closures & Access /Parade require your Event Coordinator to notify all affected businesses, churches schools and neighborhoods	✓		Food/Beverages will be served (List Caterers): CO. OF CHEFS
#	10 4 10	Canopies/Tents/Membranes/Temporary Structures (Number & Size(s) City of Hailey Fire Department, Fire Code Enforcement	#		Vendors items sold/ solicitation
	2	Medical Services (Circle) First Aid and/or EMS Services Who is providing services? _____	#	✓	
#	✓	Security (detail who, number of officers, times. Attach plan)	#	✓	Booths: Profit / Non-Profit
	✓	Traffic Control / Shuttle Buses (Number of buses / locations / hours of operation, attach plan.)		✓	Lighting plan: attach plan
#	✓	Electricity / Generators (Size _____) Attach detailed electrical plan.	✓		Activities / Entertainment (Agenda) DJ OR BAND
				✓	Signs or Banners: sign permit may be required by the City Planning and Zoning Department
	✓	Water Drinking / Washing (circle)	✓		Stages (Number and Size(s)) 12x16 DANCE FLOOR
	✓	Gray Water Barrel / Grease Barrel (circle/detail # and locations)	#	✓	Barricades. How many identify locations and attach logistics map
\$	30 GAL	Sanitation -Trash bins, Dumpsters, Recycle (circle/detail # and locations)	#	75-100	EVENT estimated attendance 75-100
#		Porta Toilets/ Wash Stations BATHROOMS (Quantity ADA / Regular)	#	10	Number of staff working event
	2	INSIDE/ADA#	#	10	Number of volunteers working

I hereby certify that I have read and will abide by the laws, rules and regulations set forth by the City of Hailey, Blaine County, and the State of Idaho, and in signing this application, I hereby agree that I and the organization I represent, shall hold the City of Hailey and all of its agents or employees free and blameless from any claim, liability or damage which may arise from use of City facilities or equipment, whether or not the City of Hailey, its agents or employees are jointly negligent. I further agree to promptly reimburse the City of Hailey and all of its agents for any clean up loss or damage to City property resulting from this use, as well as permitting, staffing, equipment use/rental, property use/rental. clean up, inspections involving the use of public property, public employees or public equipment for the Special Event. In the event the deposit exceeds the actual charges, the City Clerk shall refund the balance to the applicant.

Event Organizer's Signature: *[Signature]* Date: 7-29-08

CITY OF HAILEY
115 MAIN ST SOUTH STE H
HAILEY, ID 83333

208-788-4221

Receipt No: 2.016818

July 30, 2008

5419
SPINELLI, JENNIFER
BOX 1826
HAILEY, ID 83333

Previous Balance:	125.00
Accounts Receivable-A/R Payments	125.00
001-00-10700 Accts Rec Cash Clearing Acct	

New Current Balance:	.00
	=====

Check	Chk No: 3144	125.00
SPINELLI, JENNIFER		
Total Applied:		125.00

Change Tendered:	.00
	=====

Duplicate Copy

07/30/08 09:55am

Jim Spinelli

From: Trina Isaacs [trina.isaacs@haileycityhall.org]
Sent: Tuesday, July 29, 2008 3:05 PM
To: 'Jim Spinelli'
Subject: RE: ITD Parade Application

Yep, you will need to get a Special Event Permit if it exceeds more than 50 people and/or has amplified music. The insurance policy that the Inn carries is sufficient. You do not need to name us as additionally insured since this is on private property. No copy required.

*Thank you,
Trina Isaacs
Public Works Admin. Asst.
City of Hailey
788-9830 X 22*

Please be aware all correspondence received is a matter of public record.

From: Jim Spinelli [mailto:info@haileyidaho.com]
Sent: Tuesday, July 29, 2008 1:45 PM
To: 'Trina Isaacs'
Subject: ITD Parade Application

Also, looks like I have to do an event permit to get my daughter married at the Inn at Ellsworth. Do I need a 1 day event insurance policy? Thanks.

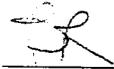
*Jim Spinelli
Executive Director
Hailey Chamber of Commerce
PO Box 100
Hailey, ID 83333*

*PH (208) 788-3484
FAX (208) 578-1595
www.haileyidaho.com*

AGENDA ITEM SUMMARY

DATE: 09/08/08

DEPARTMENT: Planning

DEPT. HEAD SIGNATURE: 

SUBJECT: Findings of Fact, Conclusions of Law, and Decision – Flood Hazard Development Permit and Preliminary Plat approval of the subdivision of Lot 15A and 15B, Block 1, Birdwood Subdivision (911 Silver Star Drive).

BACKGROUND:

See attached draft findings.

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:

Approve findings as written or as may be amended.

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

FINDINGS OF FACT, CONCLUSIONS OF LAW AND DECISION

On August 18, 2008, the Hailey City Council considered the application by Bulotti Construction, Inc for Preliminary Plat and Flood Hazard Development permit approval of Lots 15A and 15B, Block 1, Birdwood 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 was published in the Wood River Journal and mailed to property owners within 300 feet on July 30, 2008 for a special Council meeting on August 18, 2008.

Application

Bulotti Construction, Inc., represented by John Bulotti, has submitted applications for Preliminary Plat approval for the replat of Lot 15, Birdwood Subdivision to subdivide the lot into 2 lots and for a Flood Hazard Development Permit (FHDP). Lot 15B, which has a newly constructed house on it, is proposed to be 20,040 square feet. Lot 15A is undeveloped and proposed to be a 75,875 square foot flag lot. Both lots would be accessed by a private driveway directly off of Silver Star Drive.

The original application for preliminary plat was certified complete on July 3, 2003 and the FHDP was received February 2, 2004. The standards in place at the time the original application was submitted are the standards that are required be applied to this application.

Section 4.10.7.1 of the Zoning Ordinance requires both Commission and Council approval for subdivisions in the floodplain.

Application History

- The Planning and Zoning Commission heard an application for a 4 lot subdivision on November 3, 2003 and April 19, 2004. The Commission denied both the Preliminary Plat application and the FHDP; citing failure to meet the standards set forth in Section 4.9.1 of the Subdivision Ordinance and Section 4.10.7.2 of the Zoning Ordinance.
- The Council considered the applications on July 11, 2005 and upheld the Commission's decision.
- The applicant filed an appeal before the District Court. During the appeal to the Court the parties engaged in mediation, which was unsuccessful.
- The applicant subsequently approached the City with a proposal to submit a 2 lot subdivision.
- The City and the applicant agreed to stay the Court proceeding while the 2 lot subdivision was considered.
- The applicant submitted a preliminary plat for 2 lots which was heard by the Council on April 23, 2007. The Council tabled the application, requesting a hydrology study to determine the best location for a building envelope.
- A revised plat was submitted on October 3, 2007 showing a building envelope located outside the 100-year floodplain. In response to the Council's request for a hydrology study, the applicant submitted a detailed survey of the property and a FEMA determination that removes two areas on the subject property from the floodplain.
- The City received a letter submitted by Gary Slette, attorney for the applicant, dated September 20, 2007. The letter makes reference to a letter from John Seiller, attorney for the Birdwood

Homeowners Association, suggesting procedural improprieties which require the Commission to consider the revised subdivision application. In the letter, Mr. Slette suggests the Council remand the application to the Commission for its review and recommendation in order to avoid procedural disputes. The Council held a public hearing on October 22, 2007. The application was remanded to the Commission for its review.

- The City received a Letter of Map Amendment (LOMA) on October 23, 2007. Extensive survey work was conducted by Brockway Engineering and the applicant submitted a request to FEMA to determine that two areas within Lot 15 are no longer considered to be in the floodplain. One of the areas appears to be a portion of the lot wherein the existing house is situated. The other area is above base-flood elevation and the area the applicant has identified as the building envelope for the proposed new lot.
- The Commission held a public hearing on November 19, 2007 to hear both the FPDP and the Preliminary Plat. The Commission denied approval of the FHDP, citing that the application failed to meet criteria 4.10.7.2 items a, g, and h relative to safe access to the proposed new lot in times of high water.
- The Birdwood Homeowners Association filed a lawsuit against Mr. Bulotti in March of 2006, citing that the original covenants specified that only one dwelling unit per lot was permitted and that Mr. Bulotti could not, in fact, further subdivide Lot 15. Mr. Bulotti filed a counterclaim, taking the position that the covenants did not apply. Both parties moved for summary judgment. The District Court decided that because the 1981 covenants had not been signed by anyone in the chain of title to Lot 15, neither they nor the amended 2003 covenants applied. The decision was appealed. The Supreme Court determined that the covenants did not apply in this case. Supreme Court decision given to the Council on January 14, 2008. The City has not considered the covenants in the City's analysis of the Standards of Evaluation.

Current Application Status

- The Council held a hearing on this application on January 14, 2008. A motion was passed to "continue this matter until more information is received, including an opinion of a Professional Engineer with expertise on water issues on construction of road and the opinion of a Hydrologist to get more information on if a road can be designed to handle a fire apparatus and if this can be done to not endanger anybody's property".
- The Council held a public hearing on May 19, 2008. The staff report included the analysis from the third party that the Council had requested. The Council denied the applications because positive findings could not be made for Section 4.9.1 that requires subdivisions within the floodplain to comply with all provisions of Section 4.10, Flood Hazard Overlay District, of the Hailey Zoning Ordinance. The Council specifically relied on Section 4.10.7.2(a) which states there will be no danger to life, limb or property due to increased flood heights or velocities, and Section 4.10.7.2(b) which states that all subdivisions shall have adequate drainage provided to reduce exposure to flood damage. The Council denied the applications because of possible silting of the culverts.
- The Findings of Fact of the May 19 decision were on the June 9, 2008 agenda. The City Attorney suggested that the Council consider a motion to reconsider the Findings of Fact because two council members stated they believed the matter was before them on an appeal, because one council member conducted a previously undisclosed site visit, because the Council may not have employed a reasonableness standard under Section 4.10.7.2(a), and because the Council could better describe the actions, if any, that the applicant could take to obtain a permit. Council Member

Don Keirn visited the site on several occasions during the flood event in the area in May, 2006, and observed standing water through much of the proposed Lot 15A. A motion for reconsideration was made and unanimously approved.

- The applications were scheduled for a hearing on July 14. Due to a noticing error, the applications were rescheduled for August 18.

Changes to Applicant's Design and Third Party Engineering Analysis

- The applicant has submitted a revised culvert design to replace the culvert design presented to the Council on May 19, 2008. The revised design was intended to address the concerns expressed by the Council regarding impact to adjacent properties in a flood event.
- The previous culvert design was "four parallel pipe-arch" design. The revised culvert design submitted by the applicant is one 2.5 ft x 10 ft box culvert with wing walls. The span of the box culvert is 10 ft and will provide a minimum of 2.5 ft from the lowest chord elevation to the invert of the stream. The surface of the box culvert also serves as the driveway surface.
- SPF, the Boise based water engineering firm selected by the City Engineer to conduct a third party review of the applicant's plans, has reviewed the new box culvert design submitted by Brockway Engineering on behalf of the applicant.

Department Head Comments

The City Engineer and the Fire Chief have both reviewed the new box culvert design and found that the design mitigates the concerns with access.

Procedure

Pursuant to the Hailey Subdivision Ordinance Section 4.9.1., Flood Hazard Overlay District, subdivisions or portions of subdivision located within the Flood Hazard Overlay District shall comply with all provisions of Section 4.10 of the Zoning Ordinance.

Pursuant to Hailey Zoning Ordinance Section 4.10.7, Flood Hazard Development Permit, a Flood Hazard Development Permit shall be obtained before any site alteration, construction or development begins within or upon any area located within the Floodplain Sub-District. All applications for a Flood Hazard Development Permit for a subdivision shall be evaluated and approved or denied by the Commission and Council. All other Flood Hazard Development Permit applications shall be evaluated and approved or denied by the Flood Hazard Development Permit Board.

Hailey Mayor Richard Davis and Council Member Carol Brown have recused themselves from participating in the proceedings on the applications.

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 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 applicant, and included as a recommended condition of approval.

SECTION 4 – DEVELOPMENT STANDARDS

4.0 The configuration and development of proposed subdivisions shall be subject to the provisions found hereunder, and shall be subject to the development restrictions, guidelines and direction found within the Hailey Comprehensive Plan, the Hailey Zoning Ordinance and any other applicable Ordinance or policy of the City of Hailey.

Under this standard, the Council evaluated the following applicable standards in Sections 4.1 through 4.10, inclusive. The Council finds that the configuration and development of the proposed subdivision meets the requirements of these sections, the Hailey Comprehensive Plan and any other applicable ordinance and policy of the City of Hailey.

4.1 Streets.

4.1.1 All streets in the subdivision must be platted and developed with a width, alignment, and improvements such that the street is adequate to accommodate existing and anticipated vehicular and pedestrian traffic and meets City standards. Streets shall be aligned in such a manner as to provide through and efficient access from and to adjacent developments and properties and shall provide for the integration of the proposed streets with the existing pattern.

No streets are proposed. Access for proposed Lot 15A and Lot 15B will be across a portion of the flag lot which is a 20 foot wide portion of driveway.

4.1.11 Driveways may provide access to not more than five residential dwelling units. No portion of the required fire lane width of any driveway in a multi-family development may be utilized for parking. Driveways shall not be named.

One existing lot is proposed to be subdivided into two (2) lots to be used as single family residences. The driveway would not be named. The homes will have Silver Star Drive addresses; all addresses should be posted at the driveway entrance. A recommended condition of approval is that the driveway be posted for no parking.

4.1.11.1 Driveways shall be constructed with an all weather surface and shall have the following minimum roadway widths:

- Accessing one residential unit: 12 feet**
- Accessing two or three residential units: 16 feet**
- Accessing four or five residential units: 20 feet**

The proposed driveway is shown to have a 20 foot asphalt width. A condition of approval is that no encroachment of the fire lane width will be allowed without written approval.

4.1.11.2 Driveways longer than 150 feet must have a turnaround area approved by the Fire Department. Fire lane signage must be provided as approved by the Fire Department.

The driveway proposed to serve both lots is approximately 460 feet long measured from the property line adjacent to Silver Star Drive to end of the driveway. An approved fire apparatus turnaround is required for all private driveways in excess of 150 feet; a hammerhead turnaround is shown approximately 360 feet from the property line adjacent to Silver Star Drive. The installation of fire lane signs is a condition of approval.

4.1.11.3 Driveways accessing more than one residential dwelling unit shall be maintained by an owner's association, or in accordance with a plat note.

A plat note states that the Homeowners Association will be responsible for the maintenance of the private driveway.

4.1.11.4 The area designated for a driveway serving more than one dwelling unit shall be platted as a separate parcel according to subsection 4.5.3 below, or as a dedicated driveway easement. Easements and parcels shall clearly indicate the beneficiary of the easement or parcel and that the property is unbuildable except for ingress/egress, utilities or as otherwise specified on the plat.

The private driveway easement is shown on the plat; beneficiaries of the easement shall be the owners of Lots 15A and 15B; a recommended condition of approval is that the beneficiaries of the driveway easement are indicated on the plat.

4.1.12 Required fire lanes, whether in private streets or driveways, shall comply with all regulations set forth in adopted fire codes.

The private driveway will be a fire lane. A suggested condition of approval is for the driveway to meet all regulations of the International Fire Code.

4.2 Sidewalks and Curbs.

4.2.1 Sidewalks, as required in all public street improvements, shall be a minimum of 5 feet wide, shall be constructed of concrete installed to City standards or shall be constructed of an alternative material as approved by the Hailey Planning and Zoning Commission and/or the Hailey City Council. The Council, following a recommendation by the Planning and Zoning Commission, may waive this requirement pending a finding that the installation of sidewalks within the development will provide a substantial burden to the developer and no reasonable benefit to either the public or the occupants of the development.

- 4.2.1.1 The Council shall not waive the requirement for the provision of sidewalks in Business, Limited Business, Technological Industry, Service Commercial Industrial, or other pedestrian areas. Sidewalks shall accommodate anticipated pedestrian traffic, street trees where required, and shall be in accordance with established City standards and sidewalk master plan.**

No sidewalk is proposed. The Commission determined that requiring sidewalk in a neighborhood where no sidewalks exist would not be a public benefit. The City Council concurs with the Commission.

- 4.2.2.1 The developer may, at their option, propose alternatives to either the standard sidewalk configuration required in Section 4.2.1 above, or the planned non-vehicular pathway required as part of this Section. The Commission and Council shall ensure that said alternative configuration shall not reduce the level of service or convenience to either residents of the development or the public at large.**

No sidewalk is proposed

- 4.3.7 Where alleys are not provided, easements of not less than ten (10) feet in width may be required on each side of all rear and/or side lot lines (total width = 20 feet) where necessary for wires, conduits, storm or sanitary sewers, gas and water lines. Easements of greater width may be required along lines, across lots, or along boundaries, where necessary for surface drainage or for the extension of utilities.**

The proposed private driveway is noted as a utility easement. In addition, a 15 foot wide public utility easement is shown on the south edge of Lots 15A and 15B. The City Engineer has indicated that the drainage swales should contain any surface drainage on the subject property and will prevent flow onto adjacent properties. A grading plan will be necessary to assure compliance.

- 4.3.8 Easements. Easements, defined as the use of land not having all the rights of ownership and limited to the purposes designated on the plat, shall be placed on the plat as appropriate. Plats shall show the entity to which the easement has been granted. Easements shall be provided for the following purposes:**

- 4.3.8.1 To provide access through or to any property for the purpose of providing utilities, emergency services, public access, private access, recreation, deliveries, or such other purpose. Any subdivision that borders on the Big Wood River shall dedicate a 20-foot wide fisherman's access easement, measured from the mean high water mark, which shall provide for non-motorized public access. Additionally, in appropriate areas, an easement providing non-motorized public access through the subdivision to the river shall be required as a sportsman's access.**

The private driveway is an access easement, a utility easement and emergency access easement as shown on the plat. Because of the location of the property, a fisherman's and public access easement is not appropriate.

- 4.3.8.2 To provide protection from or buffering for any natural resource, riparian area, hazardous area, or other limitation or amenity on, under, or over the land. Any subdivision that borders on the Big Wood River shall dedicate a seventy-five (75) foot**

wide riparian easement, measured from the mean high water mark, upon which no permanent structure shall be built, in order to protect the natural vegetation and wildlife along the river bank and to protect structures from damage or loss due to river bank erosion. A twenty-five (25) foot wide riparian easement shall be dedicated adjacent to tributaries of the Big Wood River. Removal of live vegetation within the riparian easement is prohibited, except for the removal of leaning or hazardous trees. Pruning of trees within the riparian setback is allowed. The riparian easement shall be fenced off during any construction on the property.

This property lies outside of any riparian easement or setback.

4.3.8.3 To provide for the storage of snow, drainage areas, or the conduct of irrigation waters. Snow storage areas shall be not less than twenty-five percent (25%) of parking, sidewalk, and other circulation areas.

A portion of the flag lot shows a snow storage easement. The City Engineer has indicated that drainage swales should contain any surface drainage on the subject property and prevent flow onto adjacent properties. A grading plan will be necessary to assure compliance and is required as a condition of approval.

4.4 Blocks.

4.4.1. The length, width and shape of blocks shall be determined with due regard to adequate building sites suitable to the special needs of the type of use contemplated, the zoning requirements as to lot size and dimensions, the need for convenient access and safe circulation, and the limitations and opportunities of topography.

A single block is proposed.

4.5 Lots.

4.5.1 All lots shown on the subdivision plat must conform to the minimum standards for lots in the District in which the subdivision is planned. The City of Hailey will generally not approve single-family residential lots larger than one-half acre (21,780 square feet). In the event a single-family residential lot greater than one-half acre is platted, irrigation is restricted to not more than one-half acre, pursuant to Idaho Code 42-111, and such restriction shall be included as a plat note. District regulations are found in the Hailey Zoning Ordinance.

Minimum lot size in the Limited Residential-1 District (LR-1) is eight thousand (8,000) square feet. As this property lies within the Floodplain Hazard Overlay District, the minimum lot size is 20,000 square feet. Lot 15B measures 20,040 square feet and Lot 15A measures 75,875 square feet. A plat note is required to restrict irrigation of Lot 15A to not more than one-half acre.

4.5.2 Double frontage lots shall be prohibited except where unusual topography, a more integrated street plan, or other conditions make it undesirable to meet this requirement. Double frontage lots are those created by either public or private streets, but not by driveways or alleys. Subdivisions providing a platted common space of 25 feet or more between any street right-of-way and any single row of lots shall not be

considered to have platted double frontage lots. Common space provided must be landscaped.

The lots are served by a private driveway, which will serve only the two lots within the subdivision. Therefore, these lots will not create double frontage lots in the Cedar Bend Subdivision.

4.6 Orderly Development.

4.6.1 Development of subdivisions shall be phased to avoid the extension of City services, roads and utilities through undeveloped land.

The subject property is directly adjacent to mostly developed property. No phasing is proposed.

4.6.2 Subdividers requesting phased subdivisions shall enter into a phasing agreement with the City. Any phasing agreement shall be approved and executed by the Council and the Developer on or before the preliminary plat approval by the Council.

The project would be completed in a single phase.

4.6.3 No subdivision shall be approved which affects the ability of political subdivisions of the state, including school districts, to deliver services without compromising quality of service delivery to current residents or imposing substantial additional costs upon current residents, unless the subdivider provides for the mitigation of the effects of subdivision. Such mitigation may include, but is not limited to the following:

Provision of on-site or off-site street or intersection improvements.

Provision of other off-site improvements.

Dedications and/or public improvements on property frontages.

Dedication or provision of parks or green space.

Provision of public service facilities.

Construction of flood control canals or devices.

Provisions for ongoing maintenance.

The proposed subdivision is for two single family lots. Off-site improvements may include sidewalk within the Silver Star Drive right-of-way. However a sidewalk is not a required condition of approval. A required condition of approval is a plat note stating that the Homeowners Association shall be responsible for the maintenance and operation of the sewer service line within the subdivision and Silver Star Drive right of way to the mainline, and for maintenance and operation of the water service line and private driveway within the subdivision.

4.8 Cuts, Fills, and Grading.

4.8.1 Proposed subdivisions shall be carefully planned to be compatible with natural topography, soil conditions, geology and hydrology of the site, as well as to minimize cuts; fills; alterations of topography, streams, drainage channels; and disruption of soils or vegetation. Fill within the floodplain shall comply with the requirements of the Flood Hazard Overlay District of the Hailey Zoning Ordinance, as amended.

The property has pockets of low-lying areas and is located within the floodplain. The flood event of May 2006 showed significant areas of ponding on Lot 15A. A building envelope is proposed on Lot 15A to mitigate any groundwater flooding that may occur on this lot and to ensure that no adverse flood impacts will affect the adjoining properties. This property contains environmentally fragile areas

of forested wetlands, and any grading, construction, development or alteration to the land will require a FHDP prior to any work being done. A survey and a determination by FEMA which establishes a map amendment to the floodplain was given to the Council on January 14, 2008. A concurrent FHDP application has been submitted for the subdivision. An additional FHDP is required to be submitted for any development on Lot 15A.

4.8.1.1 A preliminary soil report prepared by a qualified engineer may be required by the Commission and/or Council as part of the preliminary plat application.

A study of the property was done by the Army Corps of Engineers to determine if any area contains wetlands requiring a Section 404 Permit issued under the Clean Water Act. Wetland features exist on the property, however these features have no direct surface connection with the Bigwood River therefore a Section 404 Permit is not required. It was determined that forested wetland features continue to exist due to a seasonal high ground water table. Further, a hydrology study conducted by Brockway Engineers noted that the water present on proposed Lot 15A would not be water flowing from the Bigwood River, but rather ground water from a high water table.

4.8.1.2 A preliminary grading plan prepared by a civil engineer may be required by the Commission and/or the Council as part of the preliminary plat application, to contain the following information:

Proposed contours at a maximum of two (2) foot contour intervals;

Cut and fill banks in pad elevations;

Drainage patterns;

Areas where trees and/or natural vegetation will be preserved;

Location of all street and utility improvements including driveways to building envelopes; and

Any other information which may reasonably be required by the Administrator, Commission, and/or Council.

This property is located within the floodplain. Therefore a FHDP is required. The FHDP application shows contours (existing and proposed), location, dimensions and elevations of the proposed improvements, plans for fill and grading, and a description of the extent to which any watercourse would be altered or relocated. No further information was required by the Council.

4.8.2 The proposed subdivision shall conform with the following design standards:

4.8.2.1 Grading shall be designed to blend with natural land forms and to minimize the necessity of padding or terracing of building sites, excavation for foundations, and minimize the necessity of cuts and fills for streets and driveways.

A FHDP shall be required for any grading within the proposed subdivision. The location of the building envelope for Lot 15A blends with natural land forms and minimizes the necessity of padding or terracing of building sites, excavation for foundations, and minimizes the necessity of cuts and fills for streets and driveways. The design of the driveway minimizes the need for cuts and fills.

4.8.2.2 Areas within a subdivision which are not well suited for development because of existing soil conditions, steepness of slope, geology or hydrology shall be allocated for open space for the benefit of future property owners within the subdivision.

A building envelope is proposed on Lot 15A to mitigate groundwater flood damage and to ensure that no adverse impacts will occur to the adjoining properties.

4.8.2.3 Where existing soils and vegetation are disrupted by subdivision development, provision shall be made by the subdivider for revegetation of disturbed areas with perennial vegetation sufficient to stabilize the soil upon completion of the construction, including temporary irrigation for a sufficient period to establish perennial vegetation. Until such time as said vegetation has been installed and established, the subdivider shall maintain and protect all disturbed surfaces from erosion.

A FHDP has been required for development of Lot 15A for both a home on Lot 15A and for a driveway. Until a permit for development of the lot is submitted for review by the city, it is unclear to what extent the vegetation and soils on these lots will be disturbed. Any vegetation that is damaged or disturbed will be required to be re-vegetated at the expense of the developer.

4.9 Floodplain.

4.9.1 Subdivisions within the floodplain shall comply with all provisions of Section 4.10, Flood Hazard Overlay District, of the Hailey Zoning Ordinance, as amended.

A FHDP is required for any grading, construction, development of alteration on the lots within the proposed subdivision. The criteria for a FHDP are as follows:

Flood Hazard Development Permit Criteria

Under Section 4.10.7.2 of the Zoning Ordinance, the Flood Hazard Ordinance Administrator, or the Hailey City Council if a Flood Hazard Development Permit for a subdivision, shall evaluate and find adequate evidence to support each of the following criteria:

a. There will be no danger to life and property due to increased flood heights or velocities or any materials may be swept on to other lands or downstream to the injury of others.

The majority of the property is undeveloped and densely wooded. A significant flood event occurred in May of 2006. Brockway Engineers estimated that flood event to be approximate to a 160 year event. Water from the Big Wood River was flowing across portions of adjacent Lot 14 as well as several other lots within Birdwood Subdivision and adjacent subdivisions. Portions of proposed Lot 15A had standing water that exceeded a foot in depth in low-lying areas. The Brockway study indicates there will be groundwater on this lot in times of high water table.

The Fire Chief previously commented that emergency services may be suspended to this property during flood events. In the Commission's deliberations for this particular standard, they could not make a positive finding that there would be no danger to life and property should a structure or its tenants be left without emergency services available.

To address the issue of access, the applicant is proposing a culvert for the portion of the driveway that spans the lowest portion of the lot. The culvert design has been revised by the applicant from the design presented on May 19, 2008 to address issues raised by the Council regarding the impact on neighboring properties during a flood event. The City Engineer and the Fire Chief have both reviewed the revised culvert design and found that the design mitigates the concerns with access.

The City Engineer selected SPF Water Engineering, LLC, a Boise based firm to conduct a third party review of the revised culvert design for the project submitted by Brockway Engineering on behalf of the applicant. The City asked SPF to evaluate whether the construction of the driveway as proposed with the revised culvert will impact neighboring properties during a flood event. SPF concluded that the new box culvert design is not expected to cause any significant negative impact to neighboring properties or to the 100-year flood elevation. SPF recommends that the culvert shall be inspected annually and sediment and debris removed as it accumulates; this is a recommended condition of approval.

The Council's discussion focused on whether there would be danger to life and property due to increased flood heights or velocities caused by the driveway design. The Council finds that this standard can be met by the culvert design provided that the culvert is properly maintained to remove any accumulation of silt and debris. The Council imposes a condition of approval to maintain the culvert and finds that such a condition is reasonable.

b. All subdivision proposals shall have adequate drainage provided to reduce exposure to flood damage.

The City Engineer has reviewed the plans and believes that drainage swales should contain all water on the lot. The plan shows an approximately 460 foot long driveway for access to both proposed lots. With this revised box culvert design and the condition to maintain the culvert, the Council finds this standard is satisfied.

c. The proposed water supply and sanitation systems and the ability of these systems will prevent disease, contamination and unsanitary conditions.

The City Engineer has determined that the proposal for flood proofing the lift station is acceptable to prevent disease, contamination and unsanitary conditions.

d. The proposed facility and its contents will not be susceptible to and shall minimize flood damage.

All improvements shall be flood proofed, or as conditioned will minimize flood damage.

e. The proposed location represents the safest location for the proposed use.

As noted above, pockets of wetlands exist on the property. A survey of the site was performed by Brockway Engineers to determine the location on the lot for a building envelope. The Flood Hazard Development Board and Fire Chief previously recommended a building envelope to be located at the eastern portion of Lot 15A primarily due to access issues for emergency services. The building envelope for Lot 15A is shown in this location. The building envelope is located above the base flood elevation ("BFE") and is the safest location on Lot 15A for a single family residence.

f. The proposed use is compatible with existing development and development anticipated in the foreseeable future.

Single family homes are proposed for the development. The surrounding properties are zoned as Limited Residential-1 (LR-1) with existing single family residences.

g. The proposed use is harmonious and in accordance with the general objectives or any specific objective of the Comprehensive Plan.

The Council considered Section 2.5, Hazardous Areas, of the Comprehensive Plan, which provides as follows:

I. Goal: The goal of this section is to reduce the potential threat to loss of life, limb or property and minimize public expenditures due to flooding.

1. Policy: Develop and maintain a thorough knowledge of the location and severity of hazards related to flooding.

Implementation:

- a. Maintain a thorough knowledge of the primary sources for flood hazard analysis as identified by the Federal Insurance Administration. Those sources include Floodplain Information Studies prepared for the Big Wood River by the United States Army Corps of Engineers; the Flood Insurance Study, City of Hailey, Idaho, prepared by the Federal Emergency Management Agency (FEMA); and the Flood Insurance Rate Map/Flood Hazard Boundary Map also issued by FEMA.*
- b. When appropriate, support or require Letters of Map Amendment or Revision. Amendments or revisions may be appropriate at locations or properties where empirical evidence of flood or other conditions does not appear to correspond directly to the most current information available to the City.*

2. Policy: Discourage development along watercourses, including drainage areas, especially in known flood prone areas.

Implementation:

- a. Continue to prohibit any construction, with the exception of recreational trails, emergency access ways and stream alterations, where approved, in floodways.*
- b. Prohibit the installation of any new individual septic systems within the floodplain within Hailey's Area of City Impact.*
- c. Restrict and closely supervise construction in the floodplain, and allow no construction which would not comply with the 'no - rise' standards established by FEMA.*
- d. Conduct planning studies of areas where development and subdivision have already occurred in the floodplain and define limitations on future development in those areas.*
- e. Continue to educate the general public about hazardous areas and restrictions therein by means of the city newsletter or similar publication.*
- f. Consider an increased setback from the bank full level of watercourses and a specific and substantially adequate setback for all construction from existing, drainage areas with intermittent or perennial stream flow.*
- g. Continue to encourage Planned Unit Developments in which all residential construction takes place outside the designated floodplain.*
- h. Consider implementing a Design Review process for development along watercourses.*
- i. Continue to require preservation of native riparian vegetation along watercourses*
- j. Support public acquisition or protection by tools such as landscape easements, of property directly adjacent to the Big Wood River for greenbelts.*
- k. Establish a method to transfer development rights from floodplain areas into designated receiving areas.*

The Commission found that the application does not meet this section of the Hailey Comprehensive Plan due to the likelihood of lack of access during times of flood events.

To address the issue of access, the applicant is proposing a culvert for the driveway that spans the lowest portion of the lot. The culvert design has been revised by the applicant from the design presented on May 19, 2008 to address issues raised by the Council regarding impact on neighboring properties during a flood event. The City Engineer and the Fire Chief have both reviewed the revised design and found that the design mitigates the concerns with access. SPF found that the culvert is expected to cause no net rise in the BFE. With the revised box culvert design, the condition of approval requiring maintenance of the culvert and the evidence that driveway design will not result in any rise of the BFE, the Council finds that this standard is met.

h. Safe access to the property shall be available in times of flood for ordinary and emergency vehicles.

Access to the property will be from Silver Star Drive and portions of the driveway lie approximately 2.5 feet below BFE. The Commission found that there would not be safe access to the property in times of flood due to the suspension of emergency services during flood events.

To address the issue of access, the applicant is proposing a culvert for the driveway that spans the lowest portion of the lot. The culvert design has been revised by the applicant from the design presented on May 19, 2008 to address issues raised by the Council regarding impact on neighboring properties during a flood event. The City Engineer and the Fire Chief have both reviewed the revised culvert design and found that the design mitigates the concerns with access. The revised driveway allows emergency vehicle access into the property during flood events. Accordingly, the applicant has satisfied this standard.

i. Inherent natural characteristics of the watercourses and floodplain areas will be preserved.

The limitation of improvements preserves the natural characteristics of the floodplain areas.

j. Existing riparian vegetation and wildlife habitat along the stream bank and within the required one hundred foot (100') riparian setback shall be preserved.

The subject property is outside of the riparian setback.

k. New landscaping shall include plantings that are low-growing and have dense root systems to stabilize stream banks and to repair any damage previously done to riparian vegetation.

The subject property does not have any stream banks and there is no evidence of damage to riparian vegetation

l. The proposed use shall not be susceptible to the risk of obstruction by landslides, avalanches, ice jams or timber.

The subject property is not within an avalanche area and the westerly edge of the lot is approximately 320 feet from the floodway.

m. All new construction, manufactured homes as defined and permitted in this Ordinance, accessory buildings, and substantial improvements shall be anchored to prevent flotation, collapse or lateral movement.

A FHDP is required for any development of Lot 15A.

- n. **All new construction and substantial improvements shall be constructed with materials and utility equipment resistant to flood damage and shall be constructed using methods and practices that minimize flood damage.**

A FHDP is required for any development of Lot 15A.

o. **Utilities.**

1. **All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the system.**
2. **New and replacement water sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the systems and discharge from the systems into flood waters.**
3. **On-site waste disposal systems shall be located to avoid impairment to them or contamination from them during flooding.**
4. **All subdivision proposals shall have public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize flood damage**

It is a condition of approval that all infrastructure shall be designed to meet this standard and City Standards.

- p. **Any structural storage facility for chemicals, explosives, buoyant materials, flammable liquids, or other toxic materials which could be hazardous to public health, safety and welfare shall be located in a manner which will assure that the facilities are situated at elevations one foot (1') above the Base Flood Elevation and are adequately flood-proofed to prevent flotation of storage containers or damage to storage containers which could result in the escape of toxic materials into flood waters.**

No structural storage facility are proposed for the single family residential uses.

- q. **The lowest portion of a floor system of new construction or substantial improvement of any structure shall be elevated to a level at least one foot (1') above the Base Flood Elevation. Any fill shall not exceed the Base Flood Elevation. Any fill shall not extend more than twenty-five feet (25') beyond the limits of any structure erected on a lot or property ("backfill"); provided, however, fill may extend more than twenty-five feet (25') beyond the limits of any structure erected on a lot or property only if the cumulative amount of the fill does not exceed the amount of backfill allowed by the twenty-five foot (25') perimeter. Any electrical, heating, ventilation, plumbing and air-conditioning equipment and other service facilities shall also be designed and elevated at least one foot (1') above the Base Flood Elevation.**

This requirement will be addressed when a FHDP is sought for new construction on Lot 15A. All construction shall meet the requirements of the International Building Code, the International Fire Code, the Floodplain Hazard Overlay District regulations, and other applicable codes. A FHDP for new construction on Lot 15A is required as a condition of approval.

- r. Fully enclosed areas below the lowest floor are prohibited, or shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a registered professional engineer or must meet or exceed the following minimum criteria:
1. A minimum of two (2) openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding shall be provided.
 2. The bottom of all openings shall be no higher than one foot (1') above the proposed grade.
 3. Openings may be equipped with screens, louvers or other coverings or devices provided that they permit the automatic entry and exit of floodwater.

This requirement will be addressed when a FHDP is sought for new construction on Lot 15A. All construction shall meet the requirements of the International Building Code, the International Fire Code, the Flood Plain Hazard Overlay District regulations and other applicable codes. A FHDP for new construction on Lot 15A is required as a condition of approval.

The applicant shall comply with Section 5 of the Hailey Subdivision Ordinance, which provides as follows:

SECTION 5 - IMPROVEMENTS REQUIRED.

- 5.1 It shall be a requirement of the developer to construct the minimum improvements set forth herein, 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 Staff. An approved set of plans shall be provided to the developer and contractor at 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

Hailey City 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 Hailey 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 Standard Specifications, and said street name signs and traffic control signs shall thereafter be maintained by the City.
- 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 and recommendations of Chapter 8B 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 Idaho Department of Environmental Quality (DEQ) for review and comments.
- 5.4 The developer shall construct a municipal potable water connection 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 Uniform Fire Code and under the approval of the Hailey Fire Chief. All water plans shall be submitted to the Idaho Department of Environmental Quality (DEQ) for review and comments.
- 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 open space areas as presented to and

approved by the Commission and Council.

- 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 be the latest published standard City specifications and improvement standard drawings 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 Staff 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 2.3.7, 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 AND DECISION

Based upon the above Findings of Fact, the Council in a two to one vote (Burke and Keirn in favor and Haemmerle opposed) makes the following Conclusions of Law and Decision:

1. Adequate notice, pursuant to Section 3 of the Hailey Subdivision Ordinance, was given for the public hearing.
2. Upon compliance with the conditions noted below, the application substantially meets the standards of approval set forth in the Hailey Subdivision Ordinance and the Hailey Zoning Ordinance.
3. The applications for Preliminary Plat and FHDP are approved by the Hailey City Council, with the following conditions:
 - a) All Fire Department and Building Department requirements shall be met. Items to be completed at the applicant's sole expense include, but will not be limited to, the following requirements and improvements:
 - An approved fire department turnaround will be required for Lot 15A before any construction begins.
 - The driveway shall be posted for no parking and will not be named. All homes shall have Silver Star Drive addresses; all addresses should be posted at the driveway entrance.
 - No encroachment of the fire lane width will be allowed without written approval from the City.
 - Turn-arounds or turnout and fire lanes must be permanently signed as such.
 - The driveway shall meet all regulations of the International Fire Code.

- The interior of the culvert shall contain the elevations of the property, shown at six inch (6") intervals.
 - Hydrant locations should be identified and pre-approved.
 - Building height shall be a maximum of 30'.
- b) 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:
- Sewer service for Lot 15A shall be a pressure system.
 - A new water meter vault shall be installed in the driveway easement for Lot 15A.
 - All drainage shall be contained on site.
 - Drainage swales shall be designed and created on both lots to contain any surface drainage on the subject property and not allow it to flow onto adjacent properties. The drainage plan shall also include details for the design and appropriate placement of a box culvert to insure that there will be safe access to Lot 15A during times of high water. Such drainage shall be depicted on a grading plan and submitted to the City Engineer for his approval prior to Final Plat approval.
 - A drainage inspection to ensure surface drainage remains on the subject property shall be conducted and approved prior to issuance of a certificate of occupancy for new construction on the Lot 15A.
 - Water and sewer service lines shall be designed to minimize or eliminate infiltration of flood waters into the systems and utilities shall be located and constructed to minimize flood damage.
- c) Issuance of permits for the construction of buildings within the proposed subdivision shall be subject to Section 2.9 of the Subdivision Ordinance.
- d) Plat notes shall be added to the final plat stating:
- The beneficiaries of the driveway easement shall be the owners of Lots 15A and 15B. This easement shall also be designated as a utilities access easement.
 - Irrigation for Lot 15A a plat note should be added restricting irrigation of Lot 15A to not more than one-half acre
 - The homeowners association or in the event the homeowners association is dissolved, the owners of Lots 15A and 15B shall be responsible for the maintenance of the sewer and water service lines between the residences and the mainline within Silver Star Drive and the private driveway within the subdivision.
 - The homeowners association, or in the event the homeowners association is dissolved, the owners of Lots 15A and 15B shall be responsible for the maintenance of the driveway and culvert located on Lot 15A. The culvert shall be inspected annually and sediment and debris within the culvert removed as it accumulates. Certification of sediment and debris removal shall be submitted to the City Engineer by May 1 of each year following the construction of the driveway and culvert on Lot 15A. The City of Hailey shall have the right to inspect the culvert for compliance of the sediment and debris removal. The owner(s) of Lot 15A, and

the successors, heirs and assigns, shall indemnify, defend and hold the City of Hailey harmless, from and against any claims, demands, actions, liability, damages, costs, expenses and attorney fees related to the approval of the subdivision or flood hazard development permit or to any inspection of the culvert or to any flooding caused in any way by the construction of the driveway and culvert, or any matters connected thereto, no matter how remotely.

- The owner of Lot 15A shall seek and obtain a flood hazard development permit before there is construction of a single family residence or construction of the driveway and culvert on Lot 15A.
- e) All improvements and other requirements shall be completed and accepted, or security 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 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.
- g) Any subdivision inspection fees due shall be paid prior to recording the final plat.
- h) Any applicable development impact fees shall be paid prior to recording the final plat.

Dated this _____ day of September, 2008.

Martha Burke, Council President

Don Keirn, Council Member

Fritz Haemmerle, Council Member

Attest:

Mary Cone, City Clerk

CERTIFICATE OF SERVICE

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

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

CITY OF HAILEY

By _____
Becky Mead, Deputy Clerk

AGENDA ITEM SUMMARY

DATE: 09/08/08 **DEPARTMENT:** Clerk's office

DEPT. HEAD SIGNATURE: MC

SUBJECT:

Motion to approve Summary of Hailey Ordinance #1010

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

Amending section 2.04.010.06 of Hailey Municipal Code – meeting procedures

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS Caselle # _____

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:

Recommend approval of the summary for publication on 9/10/08

FOLLOW-UP REMARKS:

*

SUMMARY OF HAILEY ORDINANCE NO. 1010

The following is a summary of the principal provisions of Ordinance No. 1010 of the City of Hailey, Idaho, duly passed and adopted August 18, 2008, by the City Council and Mayor of the City of Hailey:

AN ORDINANCE OF THE CITY OF HAILEY, IDAHO, AMENDING SECTION 2.04.010.06 OF THE HAILEY MUNICIPAL CODE BY DELETING ANY REFERENCE TO ROBERT'S RULES OF ORDER AND CREATING PROCEDURES FOR MOTIONS; 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. 1010 amends Hailey Municipal Code, as follows:

Section 1 amends Section 2.04.010.06 of the Hailey Municipal Code, to delete the requirement that actions in public hearings are governed by Robert's Rules of Order, and to add procedures for motions, amendments to motions, withdrawn motions, and reconsiderations of motions.

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. 1010 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. 1010 of the City of Hailey, that I have compared it to the full text of Ordinance No. 1010, 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 8th day of September, 2008.

Ned Williamson, Hailey City Attorney

Published: Wood River Journal, September 10, 2008