

NOTICE IS HEREBY GIVEN that the Mayor and City Council of the City of Hailey, Blaine County, Idaho (the "City"), have set a hearing on September 28, 2009 at 5:30 o'clock p.m. at the Hailey Town Center Meeting Room, 115 South Main Street, Hailey, Idaho 83333, to consider the adoption of a Franchise Ordinance for cable service within the City of Hailey. The public is invited to attend and to comment on the proposed Franchise Ordinance. The proposed ordinance is set forth as follows:

HAILEY ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF HAILEY, IDAHO, GRANTING COXCOM, INC. D/B/A COX COMMUNICATIONS A FIVE (5) YEAR NON-EXCLUSIVE FRANCHISE TO BUILD, CONSTRUCT, MAINTAIN AND OPERATE A CABLE SYSTEM IN THE CITY OF HAILEY, IDAHO; PROVIDING FOR RIGHTS AND OBLIGATIONS OF THE FRANCHISEE AND CITY; PROVIDING FOR THE OBLIGATIONS OF THE FRANCHISEE'S CUSTOMERS; REQUIRING A FRANCHISE FOR CABLE SERVICES; PROVIDING FOR EXTENSION OF THE FRANCHISE IN ANNEXED AREAS; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE; PROVIDING FOR PENALTIES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Hailey City Council finds that Coxcom, Inc. d/b/a Cox Communications, an Idaho corporation, is capable providing cable services to the citizens of Hailey;

WHEREAS, the Hailey City Council previously granted CoxCom, Inc. d/b/a Cox Communications a non-exclusive four (4) year franchise to provide cable services to the citizens of Hailey, pursuant to Hailey Ordinance No. 926; and

WHEREAS, the Hailey City Council finds that it is in the best interests of the citizens of Hailey to grant CoxCom, Inc. d/b/a Cox Communications a non-exclusive five (5) year franchise to provide cable services to the citizens of Hailey.

BE IT ORDAINED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HAILEY, BLAINE COUNTY, IDAHO:

Section 1. GRANT OF FRANCHISE.

Pursuant to Idaho Code §50-329, the City of Hailey hereby grants to CoxCom, Inc. d/b/a

Cox Communications ("Franchisee"), the authority, right, privilege and non-exclusive franchise for a term of five (5) years, beginning October 21, 2009, in accordance and subject to the Franchise Agreement executed by the City of Hailey and Franchisee on _____, 2009, and as subsequently amended ("Franchise Agreement") for the term of the franchise granted hereunder (unless otherwise lawfully terminated in accordance with the terms of the Franchise Agreement), to construct and operate a cable system in, along, among, upon, across, above, over, under or in any manner connected within public streets, alleys and public ways within the City of Hailey, and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain, or retain in, on, over, under, upon, across, or along any public streets, alleys and public ways and all extensions thereof and additions thereto, such poles, wires, cables, conductors, ducts, conduits, vaults, manholes, pedestals, amplifiers, appliances, attachments, power supplies, network reliability units and other related property or equipment as may be necessary or appurtenant to the cable system, and to engage in the business of providing cable services within the corporate limits of Hailey, Idaho.

Section 2. RIGHTS AND OBLIGATIONS OF THE FRANCHISEE AND CITY.

- A. The Franchisee shall have the right and privilege to use the streets, alleys and other public right-of-ways within the City of Hailey, in accordance with this Ordinance and the Franchise Agreement.
- B. The City of Hailey is responsible for maintaining the streets, its alleys and its public ways in a passable condition.
- C. The Franchisee shall provide cable services in accordance with this Ordinance and the Franchise Agreement.

D. The Franchisee shall comply with all ordinances of the City of Hailey and all applicable state and federal laws.

E. Unless otherwise provided in this Ordinance, the specific duties and obligations of the City of Hailey and Franchisee are more particularly described in the Franchise Agreement.

Section 3. OBLIGATION OF CUSTOMERS.

Except as otherwise provided in the Franchise Agreement, customers of the Franchisee shall pay the applicable charge established for cable services in accordance with this Ordinance and the Franchise Agreement.

Section 4. FRANCHISE REQUIRED.

It shall be unlawful for any person or legal entity to engage in the business of providing cable services over and upon the public right-of-ways within the City of Hailey, unless the person or legal entity is granted a franchise pursuant to Idaho Code §50-329.

Section 5. ANNEXATIONS.

If the City of Hailey annexes additional areas during the term of this franchise, the Franchisee shall have the non-exclusive authority and privilege to provide cable services within the City of Hailey shall extend to the newly annexed area.

Section 6. SEVERABILITY.

Should any section or provision of this Ordinance be declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the Ordinance as a whole or any part thereof other than the part so declared to be unconstitutional or invalid.

Section 7. REPEALER.

Hailey Ordinance No. 926 is hereby repealed in their entirety and all ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 8. PENALTY.

Any person, firm or other legal entity violating any provision of this Ordinance shall be guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine of not more than three hundred dollars (\$300.00) or imprisonment in the county jail for a period not to exceed six (6) months, or both such fine and imprisonment. Each day such violation is committed or permitted to continue shall constitute a separate offense and shall be punishable as such hereunder.

Section 9. EFFECTIVE DATE.

This Ordinance shall be in full force and effect from and after its passage, approval, and publication according to law.

PASSED AND ADOPTED BY THE HAILEY CITY COUNCIL AND APPROVED BY THE MAYOR THIS ___ DAY OF _____, 2009.

Richard L. Davis, Mayor

Attest:

Mary Cone, City Clerk

FRANCHISE AGREEMENT (Cable Services)

This Franchise Agreement ("Agreement") is made and entered into this ____ day of _____, 2009, by and between the City of Hailey, a municipal corporation ("Hailey") and CoxCom, Inc., d/b/a Cox Communications ("Franchisee").

RECITALS

A. Hailey is a municipal corporation and political subdivision of the State of Idaho, and has authority to enter into this Agreement. Richard L. Davis is the duly elected Mayor of Hailey. The Hailey City Council has authorized the Mayor to execute this Agreement.

B. Franchisee is a duly organized and acting corporation in the State of Idaho. David Blau is the duly appointed Senior Vice President and General Manager of Franchisee and has the authority to enter into this Agreement.

C. Subject to the terms and conditions set forth herein and Hailey Ordinance No. _____, the parties hereto are desirous of entering into a non-exclusive five (5) year franchise agreement, with Franchisee providing cable services within the city limits of Hailey, Idaho.

D. Hailey having determined that the financial, legal and technical ability of the Franchisee is reasonably sufficient to provide services, facilities, and equipment necessary to meet the future cable-related needs of the community during the term of this Agreement, and having afforded the public adequate notice and opportunity for comment, desires to enter into this Agreement with the Franchisee for the construction and operation of a Cable System on the terms set forth herein.

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

I. DEFINITIONS

For the purposes of this Agreement, the following terms have the meanings set forth herein:

"Cable Act" shall mean Title VI of the Communications Act of 1934, as amended by the Cable Communications Policy Act of 1984, by the Cable Television Consumer Protection and Competition Act of 1992, and by the Telecommunications Act of 1996, and as the same may be further amended from time to time.

"Cable Services" shall mean (A) the one-way transmission to Customers of (i) video programming, or (ii) other programming service and (B) Customer interaction, if any, which is required for the selection or use of such video programming or other programming service.

“Cable System” shall mean a facility, consisting of a set of closed transmission paths and associated signal generation, reception and control equipment that is designed to provide Cable Services which includes video programming and which is provided to multiple Customers within a community.

“Customer” shall mean a Person who lawfully receives Cable Services within the Service Area with the Franchisee's express permission.

“FCC” shall mean the Federal Communications Commission, or successor governmental entity thereto.

“Franchise” shall mean the authorization, or renewal thereof, by Hailey under Hailey Ordinance No. ____, or as amended, authorizing the Franchisee to construct, maintain and operate the Cable System.

“Franchisee” shall mean CoxCom, Inc., d/b/a Cox Communications, a Delaware corporation with a local business office at 105 Lewis St., Ketchum, Idaho, 83340.

“Gross Revenues” mean any subscriber revenues received by the Franchisee from the operation of the Cable System to provide Cable Services in the Service Area. Gross Revenues shall be calculated and reported based on generally accepted accounting principles (GAAP). Gross Revenues shall not include: (i) any fees or taxes which are imposed directly or indirectly on any Customer thereof by any governmental unit or agency and which are collected by the Franchisee on behalf of such governmental unit or agency, including without limitation the franchise fee required by Section 5.1 hereof; (ii) any tax, fee, or assessment of any kind imposed by Hailey or other governmental entity on a cable operator, or Customer, or both, solely because of their status as such; (iii) any other special tax, assessment, or fee such as a business, occupation, and entertainment tax; and (iv) net unrecovered bad debt.

“Hailey” shall mean the City of Hailey, a municipal corporation and political subdivision of the State of Idaho.

“Person” shall mean any individual, firm, partnership, corporation, organization, association, trust, limited liability company or other legal entity.

“Public Way” shall mean the surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, parkway, way, lane, public way, drive, circle, or other public right-of-way, including, but not limited to, public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses and any temporary or permanent fixtures or improvements located thereon now or hereafter held by Hailey in the Service Area which shall entitle Hailey and the Franchisee to the use thereof for the purpose of installing, operating, repairing, and maintaining the Cable System. Public Way shall also mean any easement now or hereafter held by Hailey within the Service Area for the purpose of public travel, or for utility or public service use dedicated for compatible uses, and shall include other easements or rights-of-way as shall within their proper use and meaning entitle Hailey and the Franchisee to the use thereof for the purposes of installing, operating, repairing

and maintaining the Franchisee's Cable System over poles, wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, attachments, power supplies, network reliability units and other property as may be necessary or pertinent to the Cable System.

“Service Area” shall mean the present municipal boundaries of Hailey, and shall include any additions thereto by annexation or other legal means.

II. GRANT OF FRANCHISE

Hailey hereby grants to the Franchisee, during the term of this Agreement and Hailey Ordinance No. _____, a non-exclusive Franchise which grants the Franchisee the right and privilege to construct and operate a Cable System in, along, among, upon, across, above, over, under or in any manner connected with Public Ways within the Service Area, and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain, or retain in, on, over, under, upon, across, or along any Public Way and all extensions thereof and additions thereto, such poles, wires, cables, conductors, ducts, conduits, vaults, manholes, pedestals, amplifiers, appliances, attachments, power supplies, network reliability units and other related property or equipment as may be necessary or appurtenant to the Cable System. The Franchise granted shall not preclude Hailey from granting other or further franchises or permits or preclude Hailey from using any Public Way or affect its jurisdiction over them or any part of them, or limit the full power of Hailey to make such changes, as Hailey shall reasonably deem necessary, including but not limited to the dedication, establishment, maintenance and improvement of all new Public Ways.

III. TERM

The Franchise granted hereunder shall be for a term of five (5) years commencing on the effective date of this Agreement as set forth below, unless otherwise lawfully terminated in accordance with the terms of this Agreement. The effective date of this Franchise is October 21, 2009. This Franchise shall expire on October 20, 2014, unless extended by the mutual agreement of the parties.

IV. DUTIES AND RESPONSIBILITIES OF FRANCHISEE

4.1 Conditions of Occupancy. The Cable System installed by the Franchisee pursuant to the terms hereof shall be located so as to cause a minimum of interference with the proper use of Public Ways and with the rights and reasonable convenience of property owners who own property that adjoins any Public Ways. Any obstruction in the Public Way that interferes with the proper use of Public Ways and with the rights and reasonable convenience of property owners who own property that adjoins any Public Way that, after proper notice to Franchisee demanding removal, is not promptly removed by Franchisee may be removed by Hailey and the costs thereof shall be immediately paid by Franchisee. All of the Cable System presently or in the future located, maintained or installed in the Public Ways within the Service Area shall at all

times be maintained in good order and condition, in accordance with standard engineering practices and in compliance with all applicable safety codes and lawful governmental regulations.

4.2 Restoration of Public Ways. If during the course of the Franchisee's construction, operation or maintenance of the Cable System there occurs a disturbance of any Public Way by the Franchisee or its employees, contractors or agents, the Franchisee shall not unnecessarily or unreasonably obstruct the use of or damage any Public Way, and shall within a reasonable time as early as practicable replace and restore such Public Way to a condition reasonably comparable to the condition of the Public Way existing immediately prior to such disturbance and in accordance with applicable city standards. Franchisee shall warrant and guarantee the portions of the Public Ways disturbed by Franchisee for a period of two (2) years following the repair and replacement of the Public Way. Said warranty and guarantee shall be null and void if Hailey authorizes the disturbance of the applicable portion of the Public Way by Hailey, its agent and/or a third party, above and beyond the normal usage of the Public Way for transportation.

4.3 Relocation at Request of Hailey. The Franchisee shall protect, support, raise, lower, temporarily disconnect, relocate in or remove from the Public Way, as necessary, any property of the Franchisee when lawfully requested by Hailey. The request to relocate by Hailey shall be preceded by the receipt of reasonable advance written notice, not to be less than ten (10) business days, except in an emergency in which case shall be preceded by such notice as is practicable. Whenever Hailey shall pave or repave a Public Way, shall change the grade or line of any Public Way or shall construct or reconstruct any conduit, sewer or water main, sewer or water connection or other public works or utility, it shall be the duty of the Franchisee when requested by Hailey to change any portion of the Cable System or other property of Franchisee so as to conform to the established grade or line of the Public Way and so as not to interfere with the conduits, sewer or water main, sewer or water connection or other public works or utility as constructed or reconstructed. Franchisee shall bear the sole cost of compliance with this Section 3.3, except in the event that public funds are made available to reimburse any other Person for the cost of moving that Person's facilities located in the Public Way in which case such funds shall be made available to Franchisee on equal and non-discriminatory terms. The City will make a reasonable effort to avoid the need for such moving or changing whenever possible. Franchisee shall not, however, be required to relocate pipes, mains and appurtenances when the Public Way is vacated, unless the reasonable cost of such relocation and the loss and expenses resulting is first paid to Franchisee.

4.4 Relocation at Request of Third Party. The Franchisee shall, on the request of any Person holding a lawful building moving permit issued by Hailey, protect, support, raise, lower, temporarily disconnect, relocate in or remove from any Public Way, as necessary, any property of the Franchisee, provided: (a) the expense of such is paid by said Person benefiting from the relocation, including, if required by the Franchisee, making such payment in advance; and (b) the Franchisee is given reasonable advance written notice to prepare for such changes. For purposes of this Section, "reasonable advance written notice" shall be no less than ten (10) business days in the event of a temporary relocation, and no less than one hundred twenty (120) days for a permanent relocation.

4.5 Trimming of Trees and Shrubbery. The Franchisee shall have the authority to trim trees or other natural growth in order to access and maintain the Cable System, in accordance with the provisions of Chapter 12.20 of the Hailey Municipal Code, but only in a manner and to the extent needed to prevent trees from touching or interfering with the Cable System and to access and maintain the Cable System.

4.6 Safety Requirements. Construction, operation and maintenance of the Cable System shall be performed in an orderly and workmanlike manner. All such work shall be performed in substantial accordance with applicable federal, state and local regulations and the National Electric Safety Code. The Cable System shall not unreasonably endanger or interfere with the safety of Persons or property in the Service Area.

4.7 Aerial and Underground Construction.

A. When Franchisee extends its cable system to areas within the City where all of the transmission or distribution facilities of the respective public utilities providing telephone communications and electric services are underground, Franchisee likewise shall construct, operate, and maintain all of its transmission and distribution facilities underground. If the transmission or distribution facility of the Franchisee is aerial and located on the transmission and distribution facility of a public utility providing telephone communications or electric services, and if a public utility relocates its transmission and distribution facility underground, the Franchisee shall in conjunction with the public utility underground relocation efforts, construct, operate and maintain all of its transmission and distribution facilities, or any part thereof, underground. Nothing contained in this Section shall require the Franchisee to construct, operate and maintain underground any ground-mounted appurtenances such as Customer taps, line extenders, system passive devices (splitters, directional couplers), amplifiers, power supplies, network reliability units, pedestals, or other related equipment.

B. Notwithstanding anything to the contrary contained in this Section, in the event that all of the transmission or distribution facilities of the respective public utilities providing telephone communications and electric services are placed underground after the effective date of this Franchise, the Franchisee shall only be required to construct, operate and maintain all of its transmission and distribution facilities underground if it is given reasonable notice and access to the public utilities' facilities at the time that such are placed underground.

C. Hailey shall provide Franchisee with written notice of the issuance of building or development permits for planned commercial/residential developments within the Service Area requiring undergrounding of cable facilities. Hailey agrees to require as a condition of issuing any permit for open trenching to any utility or developer, that the utility or developer give Franchisee reasonable access to open trenches for deployment of cable facilities and written notice of the date of availability of trenches. Such notice must be received by the Franchisee at least ten (10) business days prior to availability.

4.8 Required Extensions of Service.

A. The Franchisee agrees to provide Cable Service to all the owners of

improved property in the Service Area, subject to the density requirements specified in this Section. Whenever the Franchisee receives a request for Cable Service from a potential Customer in an unserved area where there are at least forty (40) separate improved residential properties within one (1) mile from the portion of the Franchisee's trunk or distribution cable which is to be extended, the Franchisee shall extend its Cable System to such Customers at no cost to said Customers for the Cable System extension, other than the applicable installation charge, provided that such extension is technically feasible. Notwithstanding the foregoing, the Franchisee shall have the right, but not the obligation, to extend the Cable System into any area that does not otherwise qualify for extension of services.

B. If a potential Customer resides in an area that does not meet the density requirements of Section 4.8(A) above, the Franchisee shall only be required to extend the Cable System if the Customers in that area are willing to share the capital costs of extending the Cable System by making a capital contribution in aid of construction, including cost of material, labor, and easements. Specifically, the Franchisee shall contribute a capital amount equal to the construction cost per mile, multiplied by a fraction whose numerator equals the actual number of residences per mile of its trunk or distribution cable, and whose denominator equals 40. Customers who request service hereunder shall bear the remaining construction costs on a *pro rata* basis. The Franchisee may require that the payment of the capital contribution in aid of construction borne by such potential Customers be paid in advance. Customers shall also be responsible for any applicable installation charges to extend the Cable System from the tap to the residence.

C. Franchisee shall not be required to offer Cable Service to individually rented units of a multiple dwelling unit ("MDU") within the Service Area unless the owner of the MDU consents in writing to the following: (i) to Franchisee's providing of Cable Service to individual units of the facility; (ii) to reasonable conditions and times for installation, maintenance and inspection of the portion of the Cable System on the facility premises; (iii) to reasonable conditions promulgated by Franchisee to protect Franchisee's equipment and to encourage widespread use of the Cable System; and (iv) to not demand payment from Franchisee for permitting Franchisee to provide Cable Service to the MDU and to not discriminate in rental charges, or otherwise, between tenants who receive Cable Service from the Franchisee and those who do not.

4.9 Service to Public Buildings. The Franchisee shall, upon request by and without charge to Hailey, provide Cable Services to those administrative buildings owned and/or occupied by Hailey within the Service Area. The Cable Service provided shall not be used to distribute or sell services in or throughout such buildings or for other commercial purposes, and such outlets shall not be located in areas open to the public, except in the case of an emergency. Hailey shall take reasonable precautions to prevent any use of the Franchisee's Cable System in any manner that results in the inappropriate use thereof or any loss or damage to the Cable System. Hailey shall hold the Franchisee harmless from any and all liability or claims arising out of the provision and use of Cable Service required by this Section. The Franchisee shall not be required to provide an outlet to such buildings where the drop line from the feeder cable to said buildings or premises exceeds 125 cable feet, unless the appropriate governmental entity agrees to pay the incremental cost of such drop line in excess of 125 cable feet. If additional outlets of

basic cable are provided to such buildings, the building owner shall pay the usual installation and service fees associated therewith, including, but not limited to, labor and materials.

4.10 Permit Required. Franchisee shall secure all necessary permits within the Public Ways within the Service Area and shall be subject to all applicable ordinances, but no fee shall be required of Franchisee for any such permit.

4.11 Emergency Use. The Franchisee shall comply with the applicable rules and regulations of the FCC regarding Emergency Alert Systems ("EAS") (47 C.F.R. Part 11). If the Franchisee provides an EAS, then Hailey shall permit only appropriately trained and authorized Persons to operate the EAS equipment and shall take reasonable precautions to prevent any use of the Franchisee's Cable System in any manner that results in inappropriate use thereof, or any loss or damage to the Cable System. Except to the extent expressly prohibited by law, Hailey shall hold the Franchisee, its employees, officers and assigns harmless from any claims arising out of Hailey's use of the EAS, including, but not limited to, reasonable attorneys' fees and costs.

4.12 Discrimination Prohibited. Franchisee shall not, because of age, race, creed, color, national origin or sex, unlawfully (i) refuse to hire or employ, (ii) bar or discharge from employment, or (iii) discriminate against any person in terms, conditions or privileges of employment.

4.13 Customer Inquiries. Franchisee shall respond to Customer requests about service options and procedures, fees, start-up or termination of service, conversion of accounts and billing and payment inquiries in a prompt and reasonable fashion.

4.14 Local Office. Franchisee shall maintain a local office in Blaine County with telephone service and such staff as needed to respond to contacts and inquiries from the Service Area. Office hours shall be 9:00 o'clock a.m. to 5:00 o'clock p.m. of each weekday, except when holidays fall on weekdays.

V.

REGULATION BY HAILEY

5.1 Franchise Fee. The Franchisee shall pay to Hailey a franchise fee equal to five percent (5%) of Gross Revenues received by the Franchisee from the operation of the Cable System to provide Cable Services on a quarterly basis. The quarterly payment for the franchise fee shall be due and payable at the end of the calendar quarter which shall terminate at midnight on March 31, June 30, September 30 and December 31 of each year. Each quarterly payment shall be paid within forty-five (45) days after the end of each calendar quarter and shall be accompanied by a brief report from a representative of the Franchisee showing the basis for the computation. All sums which become delinquent shall accumulate interest at the statutory rate established by Idaho Code § 28-22-104(1). In addition, where the Franchisee has underpaid the franchise fee and where payment was not received by Hailey when due, Franchisee may be required to pay all franchise fees and interest due on the total amount owed. The accrual of interest is not intended to waive or in any manner restrict Hailey's ability to elect any procedure

or method of collection permissible by law or under this Agreement to enforce all the terms and conditions of this Agreement and the Franchise.

5.2 Rates and Charges.

A. Hailey may regulate rates for the provision of Cable Services and equipment as expressly permitted by applicable law.

B. The Franchisee may charge a fee for the recovery of costs incurred to collect late payments for Cable Services if the following conditions have been met:

- (1) The Customer's bill sets forth when the fee will be assessed;
- (2) The fee is not assessed any earlier than the tenth (10th) day after the due date as reflected on the Customer's bill; and
- (3) The bill sets forth the amount of the fee.

Any fee imposed by the Franchisee that does not exceed \$5.00 in 2005 dollars (as adjusted annually for inflation based on the Consumer Price Index) shall be presumed reasonable to cover the costs associated with the delinquent payment. The assessment of a fee pursuant to this Section shall not be construed as a limitation on the Franchisee's right to charge any other lawful fees or charges.

VI.
COMPLIANCE AND MONITORING

The Franchisee agrees that Hailey, upon thirty (30) days prior written notice to the Franchisee, may review such of its books and records as is necessary to ensure compliance with the terms of this Franchise. Notwithstanding anything to the contrary set forth herein, the Franchisee shall not be required to disclose information that contains trade secrets or is proprietary or confidential in nature, nor disclose books and records of any affiliate. The Franchisee shall not be required to provide Customer information in violation of Section 631 of the Cable Act or any comparable state law or regulation regarding the protection of Customer privacy. Upon request by Hailey, the Franchisee shall furnish Hailey with a complete set of maps, including plans and profiles of the Cable System. The Franchisee shall not be required to maintain any books and records for Franchise compliance purposes longer than three (3) years.

VII.
INSURANCE AND INDEMNIFICATION

7.1 Insurance Requirements. The Franchisee shall maintain in full force and effect, at its sole cost and expense, during the term of this Agreement, commercial general liability insurance for the purpose of protecting Hailey against liability for loss or damage, for bodily injury, property damage, personal injury, death, civil rights violations, and errors and omissions, relating to the operations of the Franchisee under this Agreement or the Franchise. Such policy

shall provide insurance against property damage in an amount not less than \$500,000.00 and bodily injury with limits of not less \$500,000.00 per person and \$1,000,000.00 total for each occurrence; provided, however, the minimum limits of insurance as set forth herein shall be automatically increased at any time the liability limits of Hailey are increased pursuant to the Idaho Tort Claims Act (*Idaho Code Sections 6-901 et seq.*). Such insurance shall be noncancellable except upon thirty (30) days prior written notice to Hailey. All of the insurance policies shall contain provisions that the insurers shall have no right of recovery or subrogation against Hailey, or Hailey's insurer with regard to the aforementioned losses or damages. The Franchisee's certificates of insurance shall name Hailey and its officials, employees and agents as additional named insured and shall be endorsed to specify that such policies cover the liability assumed by Franchisee under this Agreement. Franchisee shall also secure and maintain at least the statutory amounts of worker's compensation, disability benefits, and unemployment insurance in accordance with the laws of the State of Idaho. Such insurance shall provide at least thirty (30) days written notice to Hailey before such policy is suspended, canceled, amended or terminated. The Franchisee shall provide evidence of acceptable insurance at limits listed above to City Clerk, City of Hailey, 115 Main Street So., Suite H, Hailey, Idaho 83333.

7.2 Indemnification. The Franchisee and its employees are not, under this Agreement, employees or agents of Hailey. The Franchisee covenants and agrees to indemnify, defend and hold Hailey harmless from and against any and all claims, demands, causes of action, suits, losses, liabilities, damages, costs and expenses, including attorney fees, that may accrue, directly or indirectly, by reason of any act or omission on the part of Franchisee, its agents, employees, assigns or anyone subcontracting with Franchisee, related to damages that arise out of the Franchisee's installation, construction, operation, or maintenance of its Cable System, to bodily injury, property damage, personal injury and death that arise out of the Franchisee's construction, operation or maintenance of the Cable System and to the provision of any service or duty under this Agreement. Franchisee shall have the duty to appear and defend any such demand, claim, suit or action on behalf of Hailey, without cost or expense to Hailey.

VIII. ANNEXATION

In the event Hailey annexes additional territory during the term of this Agreement, the Franchisee shall have the non-exclusive authority and privilege to engage in the provision of Cable Services, in the annexed territory subject to this Agreement. In the event that the newly annexed territory is already served by a facilities based cable services provider, Franchisee may choose to or refrain from overbuilding at its sole discretion based on business and/or financial considerations.

IX. DEFAULT AND REMEDIES

9.1. Termination for Cause. Hailey may terminate this Agreement for cause if Franchisee fails to perform or defaults on any of the duties or responsibilities set forth in this Agreement.

9.2 Corrective Action. If the Hailey City Council finds that Franchisee has failed to perform or defaulted on any or all of the duties or responsibilities set forth in this Agreement, Hailey shall provide Franchisee a written "Notice of Default" in accordance with paragraph 10.12 of this Agreement. The Notice of Default shall describe with sufficient detail Franchisee's failure to perform and/or default. Franchisee shall have a period of thirty (30) days from the receipt or delivery of the Notice of Default to correct the failure to perform or default. If Franchisee fails to correct the failure to perform and/or default within thirty (30) days, the City may terminate this Agreement and revoke the Franchise in accordance with the procedures described in paragraph 9.4 of this Agreement.

9.3 Enforcement. Subject to applicable federal and state law, in the event Franchisee is in default of any provision of the Franchise, Hailey may:

A. Seek specific performance of any provision that reasonably lends itself to such remedy, as an alternative to damages;

B. Commence an action at law for monetary damages or seek other equitable relief; and/or

C. In the case of a substantial default of a material provision of this Agreement or the Franchise, seek to terminate this Agreement and revoke the Franchise in accordance with Section 9.4 of this Agreement.

9.4 Revocation.

A. Should Hailey seek to revoke the Franchise after complying with the procedures set forth in Sections 9.2 of this Agreement, Hailey shall give written notice to the Franchisee of its intent to terminate this Agreement and to revoke the Franchise ("Notice of Intent to Revoke") based on a substantial default of a material provision of this Agreement or the Franchise. The Notice of Intent to Revoke shall contain the following:

- (1) A description of the specific nature of the default(s);
- (2) A statement of intent to revoke the Franchise;
- (3) A statement that a public hearing shall be held to consider the grounds for the termination of this Agreement and the revocation of the Franchise; and
- (4) The date, time and place of a hearing.

The public hearing described herein shall be scheduled between ninety (90) days and one hundred twenty (120) days from the date of the Franchisee's receipt of the Notice of Intent to Revoke. The Franchisee shall have ninety (90) days from the receipt of such notice to object in writing and to state its reasons for such objection.

B. At the designated hearing, Hailey shall give the Franchisee a full and fair opportunity to state its position on the matter, including without limitation the right to introduce evidence, to require the production of evidence, to question witnesses and to obtain a transcript

of the proceeding, after which Hailey shall determine whether this Agreement shall be terminated and the Franchise revoked.

C. Hailey may, at its sole discretion, take any lawful action that it deems appropriate to enforce Hailey's rights under the Franchise in lieu of revocation of the Franchise.

D. The Franchisee may appeal any determination of Hailey to an appropriate court, which shall have the power to review the decision of Hailey "de novo". Such appeal to the appropriate court must be taken within sixty (60) days of the issuance of the determination of Hailey.

X.

MISCELLANEOUS PROVISIONS

10.1 Paragraph headings. 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 this Agreement or any of the provisions of the Agreement.

10.2 Provisions Severable. 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.

10.3 Rights and Remedies are Cumulative. 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.

10.4 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 its reasonable costs and attorneys' fees incurred therein, whether or not a lawsuit is actually filed, and on any appeals, and in any bankruptcy proceeding.

10.5 Successors and Assigns. This Agreement and the terms and provisions hereof shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of the parties hereto.

10.6 Entire Agreement. This Agreement contains the entire agreement between the parties respecting the matters herein set forth and supersedes all prior agreements between the parties hereto respecting such matters.

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

10.8 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.

10.9 Counterparts. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

10.10 Amendment. No amendment of this Agreement shall be effective unless the amendment is in writing, signed by each of the parties. Neither party may unilaterally alter the material rights and obligations set forth in this Agreement.

10.11 Savings Clause. If any of the provisions of this Agreement shall be held to be unenforceable or unconstitutional, the remaining provisions shall nevertheless be enforceable.

10.12 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, 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:

HAILEY: City of Hailey
 c/o City Clerk
 115 South Main Street
 Suite H
 Hailey, Idaho 83333

FRANCHISEE: CoxCom, Inc.
 11505 W. Dodge Road
 Omaha, NE 68154
 Attention: General Manager

with a copy to:

Cox Communications, Inc.
1400 Lake Hearn Drive
Atlanta, Georgia 30319
Attention: Legal Department

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.

10.13 Assignment. The parties agree that this Agreement shall not be assigned, in whole or in part, to any other person or entity without the prior written consent of Hailey, which

consent cannot be unreasonably withheld. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, or by assignment of any rights, title, or interest of the Franchisee in the Franchise or Cable System in order to secure indebtedness.

10.14 Force Majeure. Neither party shall be liable for failure to perform hereunder, in whole or in part, due to contingencies beyond the party's reasonable control, including but not necessarily limited to acts of God, the public enemy (including acts of terrorism), fire, floods, epidemics, earthquakes, quarantine restrictions, and strikes not created by Franchisee, whether now existing or hereafter created.

10.15 Compliance with Laws. Franchisee shall comply with all applicable federal, state and local statutes, laws, rules, regulations and ordinances, including the Federal Occupational Safety and Health Act of 1970, as amended. Excluding the City's lawful exercise of police powers related to the use and occupation of the Public Way, if a local statute enacted subsequent to the effective date of this agreement conflicts with the terms of this agreement, the terms of this agreement shall prevail.

10.16 Publication Costs. Franchisee shall assume all costs of publication required by law for the grant of the Franchise.

IN WITNESS WHEREOF, the parties hereto have executed this Franchise Agreement on the day and year first above written.

CITY OF HAILEY

By _____
Richard L. Davis, Mayor

ATTEST:

Mary Cone, City Clerk

FRANCHISEE

CoxCom, Inc., d/b/a Cox Communications

By: *Kristin Peck*

Name: Kristin Peck

Title: Vice President Government Affairs

AGENDA ITEM SUMMARY

DATE: September 28, 2009

DEPARTMENT: Planning

DEPT. HEAD SIGNATURE: BR

SUBJECT: Summary of Amendments to Copper Ranch Development Agreement related to Recreational Facility

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

First Amendment – 2003 – moved Athletic/Recreational Facility from Phase 1 to Phase 2
Second Amendment – 2006 - moved Recreational Facility from Phase 2 to Phase 5
Third Amendment – 2006 - deleted 3 commercial pods from the project originally approved

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)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

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)

AGENDA ITEM SUMMARY

DATE: 9/16/09 DEPARTMENT: Building DEPT. HEAD SIGNATURE: DF

SUBJECT: Review application for building permit extension for the Copper Ranch Athletic Facility

AUTHORITY: ID Code _____ IAR _____ x City Ordinance/Code Title 15
Municipal Code
(IF APPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

The original building permit for the Athletic Facility was issued on 7/17/06. The project was not completed during the 548 day time period. The applicant, Lido Equities therefore applied for a 180 day extension on 12/14/07. Since then they have applied and received two additional extensions and the project has still not been completed. Lido Equities has filed for their 4th extension on the project however the application and the fees were not received by the required time limit.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS: Caselle # _____

Budget Line Item # _____ YTD Line Item Balance \$ _____
Estimated Hours Spent to Date: _____ Estimated Completion Date: _____
Staff Contact: David Ferguson Phone # 788-9815 Ext 16
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:

Title 15 in our Municipal Code states the following;
105.5 Expiration. Every permit issued by the Building Official under the provisions of this code shall expire and become null and void if the building or work authorized by such permit is not completed within 548 days after its issuance. Permits that expire under this provision may be extended for a period not to exceed 180 days by an application for extension filed with the City Council by the permittee 30 days prior to permit expiration. An application fee of \$75.00 must be paid at the time of filing.

Due to the number of complaints that the City has received over the past few years about the lack of progress on this project, it was felt by staff to bring it to the Council's attention. Please refer to the attached application and a letter to Ned Williamson.

ADMINISTRATIVE COMMENTS/APPROVAL:

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

ACTION OF THE CITY COUNCIL:

Date _____

City Clerk _____

FOLLOW-UP:

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

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

Draft 12-30-03



BUILDING & SAFETY DEPARTMENT
 115 So. Main Street
 Hailey, ID 83333
 (208) 788-9815

APPLICATION FOR BUILDING PERMIT

RECEIVED

SEP 08 2009

BLDG APP WATER & WASTEWATER ENCROACHMENT
 ABOVE CODE (ENERGY STAR) COMMUNITY HOUSING CUSTOMER# _____

OWNER: Lido Equities Group
 MAILING ADDRESS: 218 N. Canon Dr, Suite C
 CITY: Beverly Hills STATE: CA ZIP: 90210
 PHONE: (310) 278-8999 CELL: (310) 413-4844
 EMAIL ADDRESS: jedwardsmith@lidoapartments.com
 CONTRACTOR: Young Construction - Dan Young
 MAILING ADDRESS: P.O. Box 4936
 CITY: Ketchum STATE: ID ZIP: 83340
 PHONE: (208) 725-2001 CELL: (208) 471-0142
 FAX: (208) 725-0400
 EMAIL ADDRESS: _____
 CONTRACTOR REGISTRATION NO.: RCE-541 Mandatory

Official Use Only

Permit No: _____
 Date Filed: _____
 Base Permit Fee: \$ _____
(Based on Construction Cost)
 Plan Review Fee: \$ _____
(65% of Base Permit Fee)
 Subtotal: \$ _____
 Final Inspection Fee: \$ _____
(25% of Subtotal; refundable)
 Development Impact Fee: \$ _____
(See reverse side)
 Hailey Fire Dept. Fee: \$ _____
(35% of Plan Review Fee - Where applicable)
 Total Fees: \$ _____
 Requires Approval of Yes
 Planning Department No

ESTIMATED COST OF CONSTRUCTION: \$ 0
(New construction shall be calculated at \$120 per sq. ft.)

CLASS OF WORK: NEW COMMERCIAL NEW RESIDENTIAL ALTER

REPAIR MOVE ENLARGE OTHER Commercial Remodel
Please specify: (sheds, decks, pergola, or any accessory structure over 120 sq ft)

(\$75) DEMO (\$75) EXTENSION OF 09-025
 Completion Date (Expires 90 days after issuance) (Valid for 180 days/6mos.) PREVIOUS PERMIT NO.

DESCRIPTION OF WORK: Continue work on Copper Ranch Athletic Facility

STREET ADDRESS OF WORK: 1950 Woodside Blvd.

LEGAL DESCRIPTION OF LAND: LOT# Parcel A BLOCK# 1 SUBDIVISION Copper Ranch

LOT AREA: _____ SQ. FT. LOT IN FLOOD PLAIN: NO YES (if YES provide Floodplain Development Permit application)

ZONING: A B GR LR-1 LR-2 TN LB LI TI SCI-I SCI-SO RGB

TYPE OF CONSTRUCTION: V-B

Total Floor Area of First Floor: _____ Sq. Ft. NO. OF STORIES: 2 NUMBER OF UNITS: 1
(If residential, carry this number of units over to page 2)

Total Floor Area of Second Floor: _____ Sq. Ft.

Total Floor Area of Basement: _____ Sq. Ft. SET-BACKS: FRONT: _____ ft. REAR: _____ ft.

Total Floor Area of Garage: _____ Sq. Ft. RIGHT SIDE: _____ ft. LEFT SIDE: _____ ft.

Total floor Area of out Buildings: _____ Sq. Ft. WATER SUPPLY SOURCE: _____

TYPE OF SEWAGE DISPOSAL: _____

SEE REVERSE SIDE (Signature pg. 2)

Dave Ferguson

From: Dave Ferguson
Sent: Monday, September 14, 2009 3:37 PM
To: Ned Williamson
Subject: Copper Ranch Athletic Facility

Ned,

It has been brought to my attention that Lido Equities has filed for another extension on their building permit for the Athletic Facility. If issued this will be their fourth extension on their original permit which the City issued back on 7/17/06. As you know our building code ordinance allows a building permit to be valid for 548 days and also has provisions for the permit to be extended in 6 month increments. See the following code language from Title 15 below which amends IBC section 105.5.

105.5 Expiration. Every permit issued by the Building Official under the provisions of this code shall expire and become null and void if the building or work authorized by such permit is not completed within 548 days after its issuance. Permits that expire under this provision may be extended for a period not to exceed 180 days by an application for extension filed with the City Council by the permittee 30 days prior to permit expiration. An application fee of \$75.00 must be paid at the time of filing.

Due to the fact that some of the surrounding neighbors of the project have complained of its slow (or no) progress over the years, I have some concerns that this project may never be completed. As you know I received two complaints last month regarding the security fence that surrounds the Athletic Facility and how it is no longer intact. There are several locations in the fence where people can enter the compound with a large section of fencing laying on the ground on the southeast side of the project.

On August 12th of this year I phoned Jeff Smith of Lido Equities to inform him of this and I requested that he repair the fence. He assured me through a phone message that he would address this issue immediately however as of today no visible repair has been made. I feel that it is only a matter of time before this building becomes an attractive nuisance to kids in the neighborhood.

Below is a list of dates of all the building permits issued for this project.

7/17/06 – original building permit issued for the Athletic Facility (valid for 548 days)
12/14/07 – 1st extension issued (valid for 180 days)
5/19/08 – 2nd extension issued (valid for 180 days)
10/27/08 – 3rd extension issued (valid for 180 days)

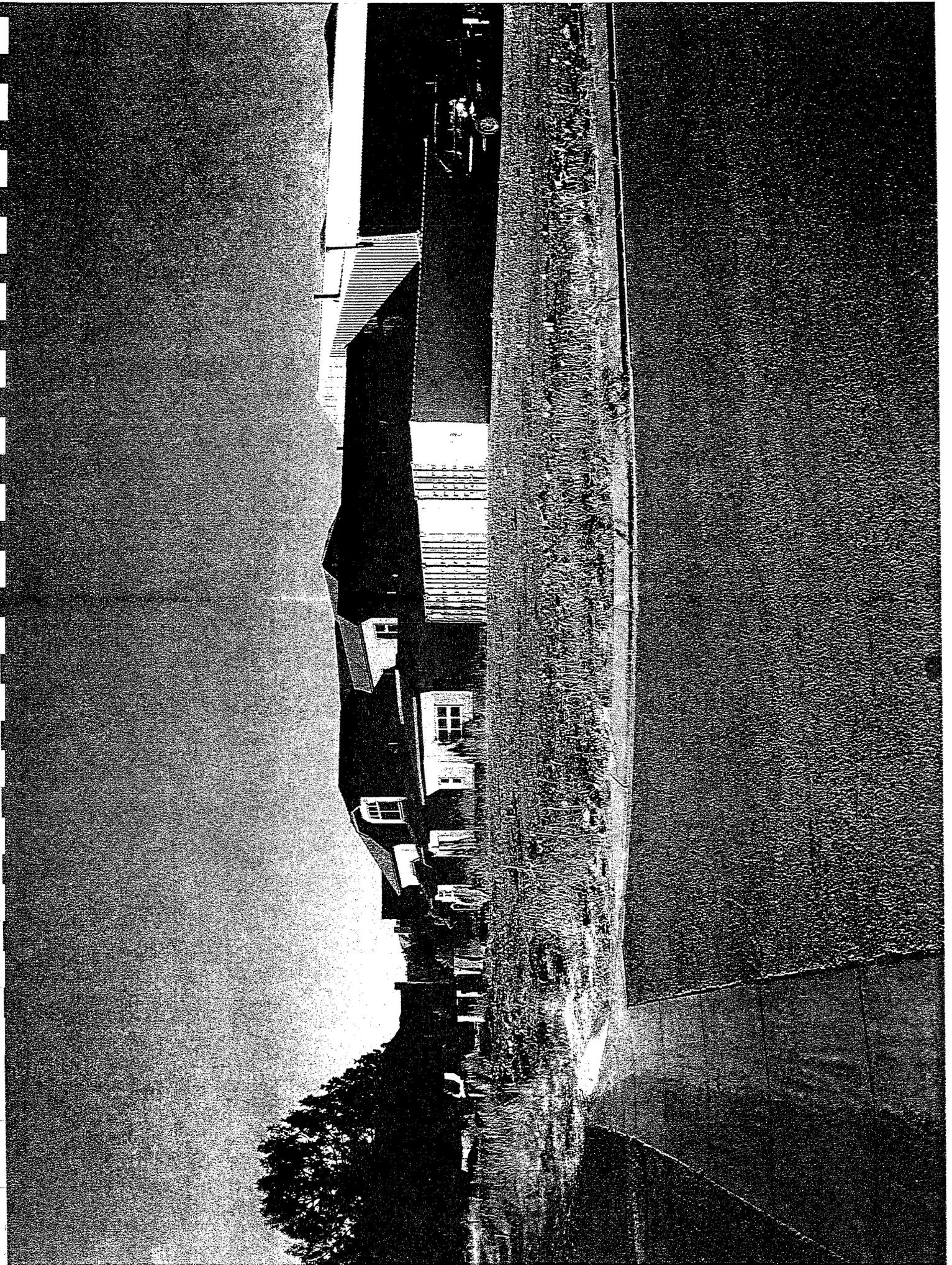
On 8/18/09 Becky Mead sent a courtesy letter to Lido Equities informing them that their 3rd extension was about to expire and that they would need to file for another extension and pay the \$75 fee to keep their permit valid. On 9/1/09 Becky received a phone call from Lido Equities stating that they just received our courtesy letter and needed more time. Becky said that if we were to receive their check and application by the end of that week that they'd be fine. Becky said that we didn't receive that application until the following Tuesday on 9/8/09.

Any help or advice that you can offer regarding this matter would be appreciated.

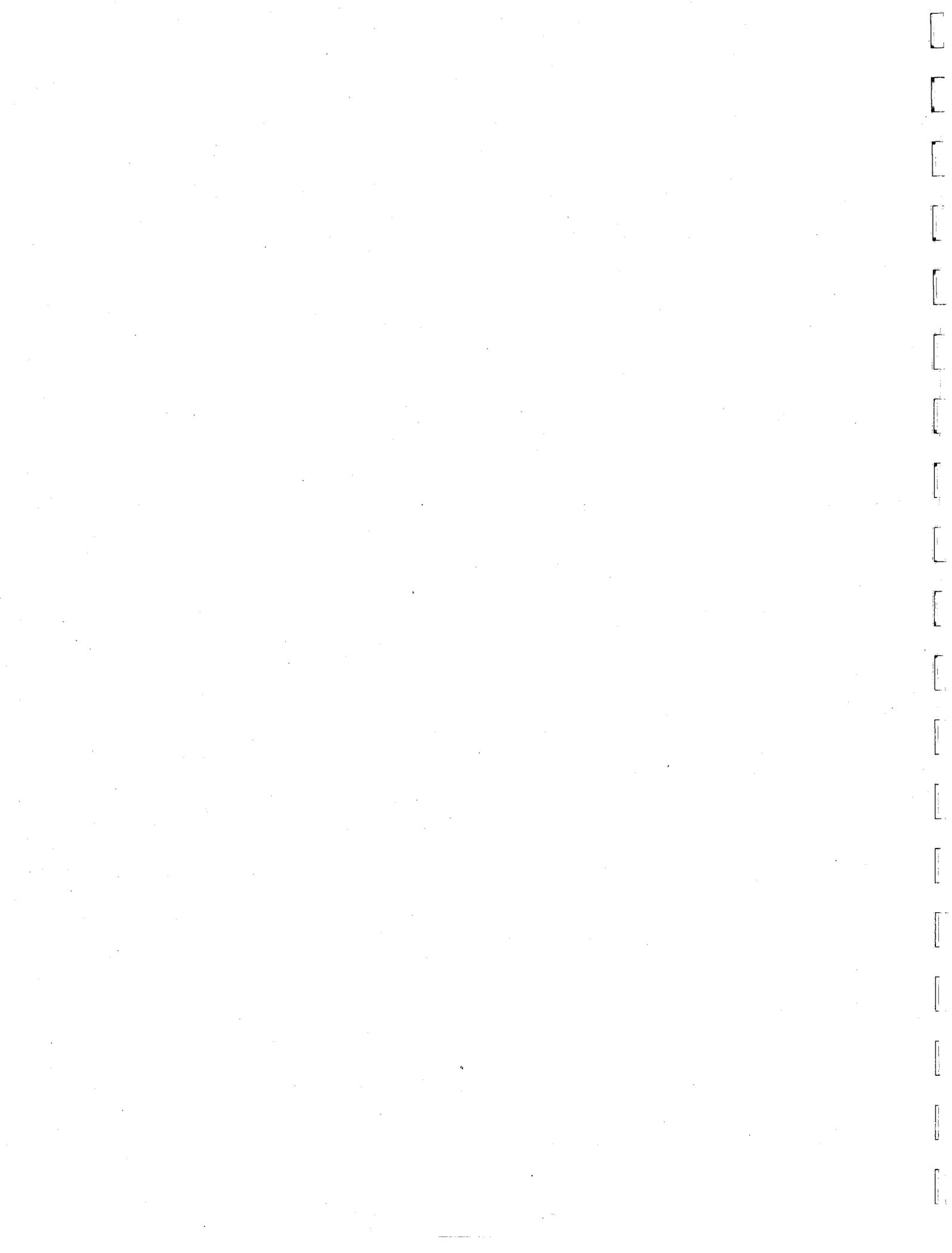
*Sincerely,
Dave Ferguson
Building Official
City of Hailey
(208) 788-9815*

Please be aware all correspondence received is a matter of public record. If you do not receive a reply, please contact our office to ensure your email was received.

9/14/2009



254(a)



AGENDA ITEM SUMMARY

DATE: September 28, 2009

DEPARTMENT: Planning

DEPT. HEAD SIGNATURE: BR

SUBJECT: Lots 4-10, Block 126 rezone – Development Agreement and 1st reading of an Ordinance to amend the Zoning Map.

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

On September 14, 2009 the Council held a public hearing and approved the Blaine County School District's application to rezone of Lots 4-10, Block 126 rezone from GR to LB, subject to a development agreement. The draft development agreement is attached for Council review.

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)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Should the development agreement be acceptable, the Council can make a motion to approve and authorize the mayor to sign the development agreement and hold the first reading on the ordinance to amend the Zoning Map.

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)

AGENDA ITEM SUMMARY

DATE: 09/28/2009 DEPARTMENT: Legal

DEPT. HEAD SIGNATURE: _____



SUBJECT:

Development Agreement

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

I am attaching a proposed Development Agreement for the properties owned by the school district (former Silver Creek Alternative School) and the City of Hailey (the Wood River Rural Fire Station). As part of the rezone from GR to LB, a development agreement was required. I incorporated the conditions of approval from the rezone decision in this agreement. Please contact me if you have any questions.

Ned

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Make a motion to approve the proposed Development Agreement and authorize the mayor to sign.

FOLLOW-UP REMARKS:

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement") is dated this ____ day of _____, 2009, by and between the CITY OF HAILEY, IDAHO, a municipal corporation ("City") and the CITY OF HAILEY, IDAHO and the BLAINE COUNTY SCHOOL DISTRICT No. 61 ("Owners") (collectively the City and Owners are referred to as the "Parties").

RECITALS

A. The City is a municipal corporation possessing all powers granted to municipalities under the applicable provisions of the Idaho Code, including the power to zone and enforce zoning within the boundaries of the property, and the power to contract.

B. The City is the owner in fee simple of a parcel of property located in the City of Hailey, Idaho, more particularly described as Lots 1 through 3, inclusive, Block 126 Original Hailey Townsite, as shown on the official Plat of the City of Hailey on file in the office of the Blaine County Recorder (the "City Property").

C. The Blaine County School District No. 61 is the owner in fee simple of a parcel of property located in the City of Hailey, Idaho, more particularly described as Lots 4 through 10, inclusive, Block 126 Original Hailey Townsite, as shown on the official Plat of the City of Hailey on file in the office of the Blaine County Recorder (the "District Property").

D. The Owners have filed applications to rezone the Property from General Residential (GR) to Limited Business (LB), all in accordance with and pursuant to the provisions of the City's Zoning Ordinance. The Property is also subject to the Townsite Overlay (TO) zoning district and will remain subject to Townsite Overlay (TO) zoning district upon the rezone to Limited Business (LB).

E. The City of Hailey currently leases the Property to Wood River Fire and Rescue. The use of the Property is not intended to change. The rezone is done in anticipation of potential future development of the Property, to 1) alleviate future on-site parking problems, and 2) provide consistent parking and sidewalk infrastructure along the east half of Block 126. The existing use is considered a Public Service Facility and is a conditional use in both the GR and LB districts.

F. The Blaine County School District No. 61 intends to operate a Technology Department. The use of the building would be divided into the following four components: 1) receiving and distribution of new computer equipment as well as service of existing computer equipment for the entire school district, 2) software and test score managing for the district, 3) teacher training on the use of software and computers, and 4) housing and maintenance of the main computer server facilities for the district. Schools are a permitted use in GR, but the definition of School, listed in the Hailey Zoning Ordinance, is not appropriate for the proposed use; therefore, a rezone to LB would allow the use to be considered under the permitted use of "other education services."

G. The City upon acceptance and execution of this Agreement has duly noticed, and shall pass an ordinance, and in conformity with the laws of the City of Hailey, and the State of Idaho, thereby zoning the Property as Limited Business (LB).

H. The Parties agree the Property shall be developed in accordance with the terms and conditions of this Agreement and any additional conditions and requirements imposed by the City during the approval of the rezone application.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises, agreements, terms and conditions set forth herein, the Parties covenant and agree as follows:

1) Incorporation of Recitals. The Recitals set forth above are an integral part of this Agreement and are fully incorporated herein by this reference.

2) Zoning Designation. Upon approval of this Agreement the City Property and the District Property shall be classified and zoned Limited Business (LB). The Parties acknowledge that rezoning of the Property cannot exist solely by virtue of this Agreement.

3) Restricted Use. In further consideration of the terms and conditions herein, the Owners agree that the City Property and the District Property will be restricted in use to the LB district's permitted and accessory uses, and the public use and public service facility conditional uses.

4) Reversion. In further consideration of the terms and conditions herein, the City of Hailey agrees that the City Property will automatically revert back to a General Residential (GR) zoning district with the overlay zoning district of the Townsite Overlay (TO) if the City Property is not used as a public use or public service facility. In further consideration of the terms and conditions herein, the Blaine County School District No. 61 agrees that the District Property will automatically revert back to a General Residential (GR) zoning district with the overlay zoning district of the Townsite Overlay (TO) if the District Property is not used as a public use or public service facility.

5) Parking Improvements. The Blaine County School District No. 61 shall improve the on-site parking area at the rear of the District Property with six (6) parallel parking spaces, install a sidewalk in front of the District Property, and improve the parking area of the Third Avenue right-of-way with 13 regular parking spaces plus one (1) ADA parking space in front of the City Property. On-site parking shall be developed in accordance with the Findings of Fact, and Conclusions of Law, adopted by the City on the 28th day of September, 2009, and the Hailey City Standards, in the following manner:

- a) Surfacing shall be compacted road mix per the city standards of a street shoulder.
- b) The road mix surface will be large enough, in width and length, per the drawings submitted by the architect for (6) total vehicles to park; which is (3) to the north

of the middle/ lowest landing of the stairway and (3) spaces to the south. No stall striping will be required.

- c) A drainage swale shall be installed and continuous on a north-south axis just east of the west property line (on the District Property) between the parallel parking spaces and the District Property west boundary.
- d) The improved area shall consist of parallel parking spaces on the District Property to connect with/ align to the edge of existing asphalt in the City right-of-way.

6) Police Powers. Except as otherwise expressly provided herein, nothing contained herein is intended to limit the police powers of the City or its discretion in review of subsequent applications regarding development of the City Property or the District Property. This Agreement shall not be construed to modify or waive any law, ordinance, rule, or regulation not expressly provided for herein, including, without limitation, applicable building codes, fire codes, zoning ordinance and subdivision ordinance requirements for the Property.

7) Amendment. This Agreement may be revised, amended, or canceled in whole or in part, only by means of a written instrument executed by the applicable parties hereto and as evidenced by amended plats and development plans.

8) Remedies. In the event the City Property or the District Property is not developed in accordance with this Agreement, or if Owners, either individually or jointly, or their successors and assigns, if any, materially breach, default or fail to perform any material obligation under this Agreement and do not cure such breach, default or failure within thirty (30) days after written notice from City of the breach, default or failure, or in the case of a breach which is incapable of being cured within a thirty (30) day time period, the Owners, either individually or jointly fail within thirty (30) days after written notice from City to commence to cure the same and thereafter to prosecute the cure of such breach with due diligence and continuity, the City has the right to take any and all remedies allowed at law or equity against the defaulting party. Subject to the conditions set forth herein, in the event of a breach of this Agreement, in addition to all other remedies of law or in equity, this Agreement shall be enforceable by specific performance by either party hereto. All remedies shall be cumulative.

9) Notices. All notices and communications under this Agreement shall be in writing and shall be (i) delivered in person or (ii) mailed, postage prepaid, either by registered or certified mail, return receipt requested, or by overnight express carrier, addressed in each case to the party's address set forth in the introductory paragraph of this Agreement, or (iii) sent by facsimile with the original to follow by mail in the manner described above. It is provided, however, that any party may change its respective address for purposes of receipt of any such communication by giving ten (10) days prior written notice of such change to the other party hereto in the manner provided above. All notices sent pursuant to the terms of this paragraph shall be deemed received (i) if sent by overnight, express carrier, on the next business day immediately following the day sent, (ii) if sent by registered or certified mail, on the third business day following the day sent or (iii) if sent by facsimile on the date so sent.

10) Successors and Assigns; Covenant Running with Land. This Agreement shall inure to the benefit of the City and Owners and their respective heirs, successors and assigns. This Agreement, including all covenants, terms, and conditions set forth herein, shall be and shall be and is hereby declared a covenant running with the land with regard to the City Property, the District Property or any portion thereof, and is binding on both parties to this Agreement as well as their respective heirs, successors and assigns.

11) Recordation and Release. This Agreement shall be recorded with the Blaine County Recorder by either party.

12) No Waiver. In the event that the City or Owners, or their successors and assigns, do not strictly comply with any of the obligations and duties set forth herein, thereby causing a default under this Agreement, any forbearance of any kind that may be granted or allowed by Owners, the City, or their successors and assigns, to the other party under this Agreement, shall not in any manner be deemed or construed as waiving or surrendering any of the conditions or covenants of this Agreement with regard to any subsequent default or breach.

13) Partial Invalidity. In the event that any provision of this Agreement is deemed to be invalid by reason of the operation of any law, or by reason of the interpretation placed thereon by any court or other governmental body, this Agreement shall be construed as not containing such provision and the invalidity of such provision shall not affect the validity of any other provision hereof, and any and all other provisions hereof which otherwise are lawful and valid shall remain in full force and effect.

14) Entire Agreement. This Agreement sets forth the entire understanding of the parties hereto, and shall not be changed or terminated orally. Any other agreements between the parties, express or implied, are hereby cancelled and of no further force nor effect. It is understood and agreed by the parties hereto that there are no verbal or written promises, agreements, stipulations or other representations of any kind or character, express or implied, other than as set forth in writing in this Agreement.

15) Authority. Each of the persons executing this Agreement represents and warrants that he has the lawful authority and authorization to execute this Agreement, as well as all deeds, easements, liens and other documents required hereunder, for and on behalf of the entity executing this Agreement.

16) No Third Party Rights. This Agreement shall be for the sole benefit of the Parties and/or their successors and assigns, and no covenants or agreements herein shall be for the benefit of or create any rights in favor of any third parties.

17) Governing Law. The validity, meaning and effect of this Agreement shall be determined in accordance with the laws of the State of Idaho.

18) Time of Essence. Time is of the essence in this Agreement.

19) Necessary Acts. Each party agrees to perform any further acts and execute any documents that may be reasonably necessary to effect the purpose of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year written herein.

“CITY”

CITY OF HAILEY

By: _____
Richard L. Davis, Mayor

ATTEST:

Mary Cone, Hailey City Clerk

“OWNERS”

CITY OF HAILEY

By: _____
Richard L. Davis, Mayor

ATTEST:

Mary Cone, Hailey City Clerk

BLAINE COUNTY SCHOOL DISTRICT
No. 61

By _____
Julie Dahlgren, Chair

STATE OF IDAHO)
) ss.
County of Blaine)

On this _____ day of _____, 2009, before me the undersigned Notary Public in and for said State, personally appeared RICHARD L. DAVIS, known or identified to me to be the Mayor of Hailey and the person whose name is subscribed to the within instrument, and acknowledged 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 in this certificate first above written.

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

STATE OF IDAHO)
) ss.
County of Blaine)

On this _____ day of _____, 2009, before me the undersigned Notary Public in and for said State, personally appeared Julie Dahlgren, the Chair of the Board of Trustees of the Blaine County School District No. 61, known or identified to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same.

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

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

HAILEY ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF HAILEY, IDAHO, AMENDING HAILEY'S ZONING ORDINANCE, ORDINANCE NO. 532, AND THE OFFICIAL ZONING MAP INCORPORATED THEREIN, BY CHANGING THE ZONING DISTRICT DESIGNATION OF THE HAILEY ZONING MAP, LOTS 4 THROUGH 10, BLOCK 126, HAILEY TOWNSITE, FROM GENERAL RESIDENTIAL (GR) TO LIMITED BUSINESS (LB); PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE; AND PROVIDING FOR THE EFFECTIVE DATE OF THIS ORDINANCE UPON PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW.

WHEREAS, the Hailey City Council has found that the following amendment to the Hailey Official Zoning Map will generally conform to the Hailey Comprehensive Plan;

WHEREAS, the Hailey City Council has found that essential public facilities and services are available to support the full range of proposed uses without creating excessive additional requirements at public cost for the public facilities and services;

WHEREAS, the Hailey City Council has found that the proposed uses are compatible with the surrounding area;

WHEREAS, the Hailey City Council has found that the amendment will promote the public health, safety and general welfare of the general public; and

WHEREAS, the City of Hailey has entered into an Agreement, subject o Section 67-6511A of Idaho Code, with the owner of said property and for the purpose of regulating the use of said property.

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

Section 1. Hailey Ordinance No. 532 and Hailey Official Zoning Map incorporated therein are hereby amended by changing the zoning district designation of Lots 4 through 10, Block 126, Hailey Townsite, from General Residential (GR) to Limited Business (LB), subject to a development agreement to be recorded with the Blaine County Recorder, pursuant to Idaho Code Section 67-6511A, Hailey Zoning Ordinance Section 14.8.

Section 2. Should any section or provision of this Ordinance be declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the Ordinance as a whole or any part thereof other than the part so declared to be unconstitutional or invalid.

Section 3. All City of Hailey ordinances or resolutions or parts thereof, which are in conflict herewith, are hereby repealed.

Section 4. This ordinance shall be in full force and effect from and after the required three (3) readings, approval, and publication according to law.

PASSED AND ADOPTED BY THE HAILEY CITY COUNCIL AND APPROVED BY THE MAYOR THIS ____ DAY OF _____, 2009.

Richard L. Davis, Mayor, City of Hailey

Attest:

Mary Cone, City Clerk

THE UNIVERSITY OF CHICAGO
DEPARTMENT OF CHEMISTRY
5800 S. DICKINSON DRIVE
CHICAGO, ILLINOIS 60637
TEL: (773) 835-3100

PROFESSOR [Name]
[Address]
[City, State, Zip]

Dear Professor [Name]:
I am writing to you regarding [Topic].

[Detailed text paragraph]

AGENDA ITEM SUMMARY

DATE: 09/28/2009 DEPARTMENT: Legal

DEPT. HEAD SIGNATURE: _____

SUBJECT:

Nuisance Ordinance

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

I am attaching a revised nuisance ordinance. I have enclosed a redlined version and a clean version. I was not present at your last meeting when you discussed this ordinance, but I tried to make the changes which were suggested during the meeting. The redlined version shows the changes.

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:

Discuss the proposed ordinance. If the ordinance is acceptable, make a motion to approve Ordinance No. 1031 and to conduct the first reading of the ordinance. If not acceptable, provide guidance on any suggested revisions.

FOLLOW-UP REMARKS:

HAILEY ORDINANCE NO. 1031

AN ORDINANCE OF THE CITY OF HAILEY, IDAHO, REPEALING CHAPTERS 8.04 AND 8.08 OF THE HAILEY MUNICIPAL CODE, AND REPLACING CHAPTER 8.04 OF THE HAILEY MUNICIPAL CODE TO PROVIDE A PURPOSE SECTION, TO PROVIDE DEFINITIONS, TO ENUMERATE SPECIFIC NUISANCES, TO ESTABLISH A NUISANCE ABATEMENT NOTICE, TO REQUIRE ABATEMENT OF A NUISANCE, TO PROVIDE AN APPEAL PROCESS, TO ALLOW THE COLLECTION OF ABATEMENT COSTS BY THE CITY, TO ESTABLISH PROHIBITED ACTS, AND TO PROVIDE A PENALTY PROVISION FOR VIOLATIONS OF CHAPTER 8.04 OF THE HAILEY MUNICIPAL CODE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE UPON PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW.

WHEREAS, the City of Hailey has previously adopted Chapter 8.08 of the Hailey Municipal Code, which regulates the public nuisances;

WHEREAS, in order to promote the health, safety and welfare of the general public, the Mayor and the City Council of the City of Hailey desire to amend Title 8 of the Hailey Municipal Code by repealing Chapter 8.08 and replacing it with a new Chapter 8.04, to provide for regulation of public nuisances;

WHEREAS, the City of Hailey also desires to amend Chapter 8.08 of the Hailey Municipal Code to provide for a procedure to abate public nuisances; and

WHEREAS, the City of Hailey also desires to consolidate the Chapters 8.04 and 8.08 into a new Chapter 8.04.

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

Section 1. Chapters 8.04 and 8.08 of the Hailey Municipal Code are hereby repealed in their entirety and replaced with a new Chapter 8.04, as follows:

Chapter 8.04

HEALTH AND SAFETY

Sections:

8.04.010	Purpose
8.04.020	Definitions
8.04.030	Nuisances Enumerated
8.04.040	Nuisance Abatement Notice
8.04.050	Abatement Required
8.04.060	Appeal
8.04.070	Abatement by City—Costs
8.04.080	Prohibited Acts

8.04.090 Violation—Penalty

8.04.010 Purpose. It is the purpose of this chapter to promote the public health, safety and general welfare by regulating public nuisances within the city, by providing for the abatement of such nuisances, by prohibiting those conditions that create health or safety hazards, by prohibiting those conditions which interfere with the enjoyment of public or private property, by controlling the deposit and burning of litter, and by prohibiting littering.

8.04.020 Definitions. For purposes of this Chapter 8.04, the following capitalized words and phrases shall apply as defined herein:

“Building Materials” shall mean and include lumber, plumbing materials, wallboard, sheet metal, plaster, brick, cement, asphalt, concrete block, roofing material, cans of paint and similar materials.

“Garbage” includes all putrescible waste, except sewage and body waste, including waste from accumulated animal food or vegetable matter, and including waste that attends the preparation, use, cooking, dealing in or storing meat, fish, fowl, fruit and vegetables that shall include all of such wastes or accumulations of vegetable matter of residences, restaurants, hotels and places where food is prepared for human consumption. Garbage shall not include recognized industrial by-products.

“Garbage Container” shall mean any and all containers and cans used for the storage and/or collection of waste, Refuse, Garbage and/or Rubbish.

“Junk” shall mean all appliances or parts thereof, all parts of motor vehicles, tires, all iron or other metal, plastics, glass, paper, cardboard, rubber, lumber, wood (excepting stacked firewood), mattresses, disabled trailers or parts thereof, all of which meet one of the following requirements:

- (a) Are discarded;
- (b) Are unusable;
- (c) Are broken; or
- (d) Have not been used for their primary and original purpose for a period of six months.

“Nuisance” shall be considered a public nuisance and shall mean any condition or use of property which a) injures or endangers the comfort, health or safety of others, b) is indecent, or offensive to the senses, c) obstructs the free use of property, so as to interfere with the comfortable enjoyment of life or property, or unlawfully obstructs the free passage or use, in the customary manner, of any navigable lake, river, stream, canal, or basin, or any public park, square, street, alley, sidewalk or highway, or d) is enumerated to be a Nuisance by Section 8.04.030 of the Hailey Municipal Code.

“Owner” and “Occupant,” wherever used in this chapter, may be used interchangeably, and shall mean every person in possession, charge or in control of any dwelling, flat, roominghouse, or any eating place, shop, place of business, manufacturing or business establishment where Garbage or other Refuse is created or accumulated.

“Public Place” shall mean any property owned by, or dedicated to, the City of Hailey for the purposes of providing city services and general circulation to the public. Such rights-of-way include, but are not limited to public streets, alleys and sidewalks.

“Refuse” shall mean solid wastes, including Garbage and Rubbish.

“Rubbish” shall mean Refuse other than Garbage, tin cans, bottles, leaves, weeds and cuttings from trees, lawns, shrubs, and gardens or other waste materials produced in the normal course of doing business, or everyday living. Rubbish shall not include recognizable industrial by-products.

“Street Tree” shall mean any tree, shrub, or other woody vegetation on lands within City of Hailey street rights-of-way.

“Waste” means unwanted solid, liquid, or gaseous materials.

8.04.030 Nuisances Enumerated. Without limitation of the generality of the definition of Nuisance, the following acts, omissions, conditions and things are declared to be and constitute a Nuisance:

- (1) Storing or accumulating, or permitting the storage or accumulation, of Junk on any premises where the Junk is exposed to view from any Public Place, or the storing or accumulating, or permitting the storage or accumulation, of automobiles, trucks or other motor vehicles on any property except on driveways or designated parking spaces where such vehicles are exposed to view from any Public Place.
- (2) The accumulation, or permitting the accumulation of, tin cans, bottles, trash, litter, Waste or Refuse of any nature on any premises, or any dangerous accumulation of weeds, trash, dirt, filth, waste shrubs, lawn or yard trimmings, except in Garbage Containers maintained for regular collection. Regularly maintained compost piles shall not be considered a Nuisance.
- (3) Permitting the existence of i) any dilapidated, abandoned or partially destroyed building or structure, or ii) any unused building or structure which is not properly secured from entry, or failing to materially complete the exterior of any building or structure commenced and left unfinished for a period of six (6) months or more.
- (4) Storing, or permitting to be stored, any toxic, radioactive, caustic, flammable, explosive or other dangerous or hazardous substances, except when stored in compliance with the requirements of all regulatory agencies having jurisdiction.
- (5) Permitting the existence of any putrid, unsound or unwholesome bones, meat, hides or skins, or the whole or any part of any dead animal, fish or fowl.
- (6) Privies, vaults, cesspools, sumps, pits, excavations or like places which are not securely protected, or which are foul or malodorous.
- (7) Leaving or permitting to remain outside of any dwelling, building, or other structure, or within any unoccupied or abandoned building, dwelling, or other structure, under the control of any person, and in a place accessible to the public, any abandoned, unattended or discarded icebox, freezer, refrigerator or other container which has an airtight door or lid, snap lock or other locking device which may not be released from the inside, without first removing such door or lid, snap lock or other locking device from such icebox, freezer, refrigerator or container.

- (8) Any unguarded or abandoned pit, well or hole dangerous to life or of more than two feet (2') in depth on any unenclosed lot, without substantial covering, protection or fencing.
- (9) The accumulation, or permitting the accumulation, of Building Materials or objects of any nature where the same endangers property or safety, or constitutes a fire hazard, or where the Building Materials are exposed to view from any Public Place before or after the duration of a valid building permit.
- (10) The existence of any fence or other structure or thing on private property abutting or fronting upon any Public Place which is in a sagging, leaning, decayed or otherwise dilapidated or unsafe condition and which may injure persons or property on a Public Place.
- (11) The existence or maintenance on any premises of a storage area, junkyard or dumping ground for the wrecking or disassembling of automobiles, trucks, trailers, house trailers, boats, tractors or other vehicle or machinery of any kind, or for the storing or leaving of worn out, wrecked, inoperative or abandoned automobiles, trucks, trailers, house trailers, boats, tractors or other vehicle or machinery of any kind or of any major parts thereof; provided, however that an automobile wrecking yard or other junkyard, or storage area for machinery or equipment where the same are permitted by the city zoning regulations or where the same are being used by contractors or builders or by other persons during the construction of a project at the site is not a Nuisance; and further provided that the repair of a vehicle by the owner of property for a period not to exceed thirty (30) day is not a Nuisance.
- (12) Visible vehicle tires not mounted on a vehicle, vehicle bodies or parts, bed mattresses or springs, water heaters or other large household appliances.
- (13) Animal manure in any quantity which creates a public health hazard, other than manure from domesticated pets; provided, however, animal manure may be used on a property in such a manner and for such purposes as are compatible with customary methods of good husbandry.
- (14) Any loud and unnecessary noises, as enumerated in Section 9.04.030 of the Hailey Municipal Code, as amended.
- (15) All other uses or structures which are declared to be Nuisances by city ordinance, or building, fire or life safety codes.

8.04.040 Nuisance Abatement Notice.

A. If it is determined that a Nuisance exists on any lot, place or area, or any street, sidewalk or public right-of-way abutting the same, the city shall cause a notice to be issued to abate such Nuisance. Such notice shall contain a description of the property in terms reasonably sufficient to identify the location of the Nuisance, describe the Nuisance in terms reasonably sufficient to identify the same, direct abatement of the Nuisance, and specify the penalty provisions and appeal process as herein provided.

B. The abatement notice may be served in the following manner:

1. By personal service on the Owner of the lot, place or area, if the Owner lives within the city, and by personal service on the Occupant or person in charge or control of the property, if such person can be identified; or,

2. If the Owner does not live within the city, by registered mail to the Owner at the address shown on the last available assessment roll, or as otherwise known, and, by personal service on the Occupant or person in charge or control of the property, if such person can be identified; or

3. Should the Owner not be known or have an available address, the posting at a conspicuous place on the land, on abutting public right-of-way, and the publication of an advertisement at least once a week, for a period of two weeks, in a newspaper of general circulation, and by personal service on the Occupant or person in charge or control of the property, if such person can be identified. The newspaper advertisement shall be a general notice that the property has been posted and shall contain a general statement of the effect of such posting.

8.04.050 Abatement Required. It shall be the duty of the Owner, or person occupying or controlling any lot, place or area in the city which has been declared a Nuisance as provided herein, within fifteen (15) days of posting, mailing or personal service of the Nuisance abatement notice to remove the Nuisance. Upon the failure, neglect or refusal of any Owner or Occupant so notified to remove the Nuisance, the city may cause legal action to be taken.

8.04.060 Appeal. Within fifteen (15) days from the date of posting, mailing or personal service of the required Nuisance abatement notice to the Owner or person occupying or controlling such lots or areas affected, such Owner or persons may appeal to the city council. Such appeals shall be in writing and shall be filed with the city clerk. At the time of filing an appeal, the appellant shall pay a fee for the appeal as established by resolution. At the regular meeting of the city council, not less than ten (10) days nor more than thirty (30) days thereafter, the city council shall proceed to hear and pass upon such appeal and the decision of the city council thereupon shall be final and conclusive.

8.04.070 Abatement by City – Costs. If a Nuisance is deemed to be an immediate health hazard, the city may remove such a Nuisance, and the cost of the work shall be paid by the Owner or Occupant or other person in control of the property. Upon the failure, neglect or refusal of any Owner or Occupant so notified to remove the Nuisance as required by court order, the city may proceed with the removal work specified in the notice for removal of such a Nuisance, and the cost of the work shall be paid by the Owner or Occupant or other person in control of the property. The expenses of removal by the city of any Nuisance found under the provisions of this chapter shall constitute a lien upon the property.

8.04.080 Prohibited Acts.

A. It is unlawful for an Owner or Occupant to fail, neglect or refuse to remove a Nuisance from a property within the City of Hailey within the time set forth in an abatement notice served upon the Owner or Occupant in accordance with Section 8.04.040(B), above.

B. It is unlawful for any person to throw or deposit, or cause to be thrown or deposited upon any public street, alley, highway, ground, sidewalk, or any private vacant lot within the City of Hailey, any Refuse or Waste.

C. It is unlawful for any person to burn or cause to be burned on any public street or alley within the City of Hailey any Refuse or Waste.

C. It is unlawful for any person to dump, deposit or place any Garbage, Refuse, Waste or Rubbish on private property or in any Garbage Container within the City of Hailey without the authorization of the Owner or Occupant.

8.04.090 Violation-Penalty. Any person who violates any provision of this Chapter shall be guilty of a misdemeanor and shall, upon conviction, be fined not more than one thousand dollars (\$1000.00) or imprisoned in the county jail for a period of not more than six (6) months, or by both such fine and imprisonment. The city may, at its option, institute a civil action for the removal and the abatement of such Nuisance, or may institute a criminal action under this Chapter 8.04. The rights and remedies provided by this ordinance are cumulative and the use of any one right or remedy shall not preclude the City of Hailey from pursuing any or all other remedies the city may have by law, statute, ordinance or otherwise. This ordinance does not preclude the right of a private party to seek private enforcement of this ordinance against a party violating this Ordinance, but does not provide any private right of enforcement against the city for failure to enforce the provisions of this ordinance.

Section 2. If any section, paragraph, sentence or provision hereof or the application thereof to any particular circumstances shall ever be held invalid or unenforceable, such holding shall not affect the remainder hereof, which shall continue in full force and effect and applicable to all circumstances to which it may validly apply.

Section 3. All ordinances and parts of ordinances in conflict herewith are hereby repealed.

Section 4. This Ordinance shall be in full force and effect from and after its passage, approval, and publication according to law.

**PASSED AND ADOPTED BY THE HAILEY CITY COUNCIL AND APPROVED
BY THE MAYOR THIS ___ DAY OF _____, 2009.**

Richard L. Davis, Mayor, City of Hailey

Attest:

Mary Cone, City Clerk

HAILEY ORDINANCE NO. 1031

AN ORDINANCE OF THE CITY OF HAILEY, IDAHO, REPEALING CHAPTERS 8.04 AND 8.08 OF THE HAILEY MUNICIPAL CODE, AND REPLACING CHAPTER 8.04 OF THE HAILEY MUNICIPAL CODE TO PROVIDE A PURPOSE SECTION, TO PROVIDE DEFINITIONS, TO ENUMERATE SPECIFIC NUISANCES, TO ESTABLISH A NUISANCE ABATEMENT NOTICE, TO REQUIRE ABATEMENT OF A NUISANCE, TO PROVIDE AN APPEAL PROCESS, TO ALLOW THE COLLECTION OF ABATEMENT COSTS BY THE CITY, TO ESTABLISH PROHIBITED ACTS, AND TO PROVIDE A PENALTY PROVISION FOR VIOLATIONS OF CHAPTER 8.04 OF THE HAILEY MUNICIPAL CODE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE UPON PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW.

WHEREAS, the City of Hailey has previously adopted Chapter 8.08 of the Hailey Municipal Code, which regulates the public nuisances;

WHEREAS, in order to promote the health, safety and welfare of the general public, the Mayor and the City Council of the City of Hailey desire to amend Title 8 of the Hailey Municipal Code by repealing Chapter 8.08 and replacing it with a new Chapter 8.04, to provide for regulation of public nuisances;

WHEREAS, the City of Hailey also desires to amend Chapter 8.08 of the Hailey Municipal Code to provide for a procedure to abate public nuisances; and

WHEREAS, the City of Hailey also desires to consolidate the Chapters 8.04 and 8.08 into a new Chapter 8.04.

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

Section 1. Chapters 8.04 and 8.08 of the Hailey Municipal Code are hereby repealed in their entirety and replaced with a new Chapter 8.04, as follows:

Chapter 8.04

HEALTH AND SAFETY

Sections:

8.04.010	Purpose
8.04.020	Definitions
8.04.030	Nuisances Enumerated
8.04.040	Nuisance Abatement Notice
8.04.050	Abatement Required
8.04.060	Appeal
8.04.070	Abatement by City—Costs
8.04.080	Prohibited Acts

8.04.090 Violation—Penalty

8.04.010 Purpose. It is the purpose of this chapter to promote the public health, safety and general welfare by regulating public nuisances within the city, by providing for the abatement of such nuisances, by prohibiting those conditions that create health or safety hazards, by prohibiting those conditions which interfere with the enjoyment of public or private property, by controlling the deposit and burning of litter, and by prohibiting littering.

8.04.020 Definitions. For purposes of this Chapter 8.04, the following capitalized words and phrases shall apply as defined herein:

“Building Materials” shall mean and include lumber, plumbing materials, wallboard, sheet metal, plaster, brick, cement, asphalt, concrete block, roofing material, cans of paint and similar materials.

“Garbage” includes all putrescible waste, except sewage and body waste, including waste from accumulated animal food or vegetable matter, and including waste that attends the preparation, use, cooking, dealing in or storing meat, fish, fowl, fruit and vegetables that shall include all of such wastes or accumulations of vegetable matter of residences, restaurants, hotels and places where food is prepared for human consumption. Garbage shall not include recognized industrial by-products.

“Garbage Container” shall mean any and all containers and cans used for the storage and/or collection of waste, Refuse, Garbage and/or Rubbish.

“Junk” shall mean all appliances or parts thereof, all parts of motor vehicles, tires, all iron or other metal, plastics, glass, paper, cardboard, rubber, lumber, wood (excepting stacked firewood), mattresses, disabled trailers or parts thereof, all of which meet one of the following requirements:

- (a) Are discarded;
- (b) Are unusable;
- (c) Are broken; or
- (d) Have not been used for their primary and original purpose for a period of six months.

“Nuisance” shall be considered a public nuisance and shall mean any condition or use of property which a) injures or endangers the comfort, health or safety of others, b) is indecent, or offensive to the senses, c) obstructs the free use of property, so as to interfere with the comfortable enjoyment of life or property, or unlawfully obstructs the free passage or use, in the customary manner, of any navigable lake, river, stream, canal, or basin, or any public park, square, street, alley, sidewalk or highway, or d) is enumerated to be a Nuisance by Section 8.04.030 of the Hailey Municipal Code, ~~or by any other state or federal law.~~

“Owner” and “Occupant,” wherever used in this chapter, may be used interchangeably, and shall mean every person in possession, charge or in control of any dwelling, flat, roominghouse, or any eating place, shop, place of business, manufacturing or business establishment where Garbage or other Refuse is created or accumulated.

"Public Place" shall mean any property owned by, or dedicated to, the City of Hailey for the purposes of providing city services and general circulation to the public. Such rights-of-way include, but are not limited to public streets, alléys and sidewalks.

"Refuse" shall mean solid wastes, including Garbage and Rubbish.

"Rubbish" shall mean Refuse other than Garbage, tin cans, bottles, leaves, weeds and cuttings from trees, lawns, shrubs, and gardens or other waste materials produced in the normal course of doing business, or everyday living. Rubbish shall not include recognizable industrial by-products.

"Street Tree" shall mean any tree, shrub, or other woody vegetation on lands within City of Hailey street rights-of-way.

"Waste" means unwanted solid, liquid, or gaseous materials.

8.04.030 Nuisances Enumerated. Without limitation of the generality of the definition of Nuisance, the following acts, omissions, conditions and things are declared to be and constitute a Nuisance:

- (1) Storing or accumulating, or permitting the storage or accumulation, of Junk on any premises where the Junk is exposed to view from any ~~public place~~ Public Place, or the storing or accumulating, or permitting the storage or accumulation, of automobiles, trucks or other motor vehicles on any property except on driveways or designated parking spaces where such vehicles are exposed to view from any Public Place.
- (2) The accumulation, or permitting the accumulation of, tin cans, bottles, trash, litter, Waste or Refuse of any nature on any premises, or any dangerous accumulation of weeds, trash, dirt, filth, waste shrubs, lawn or yard trimmings, except in Garbage Containers maintained for regular collection. Regularly maintained compost piles shall not be considered a Nuisance.
- (3) Permitting the existence of i) any dilapidated, abandoned or partially destroyed building or structure, or ii) any unused building or structure which is not properly secured from entry, or failing to materially complete the exterior of any building or structure commenced and left unfinished for a period of six (6) months or more.
- (4) Storing, or permitting to be stored, any toxic, radioactive, caustic, flammable, explosive or other dangerous or hazardous substances, except when stored in compliance with the requirements of all regulatory agencies having jurisdiction.
- (5) Permitting the existence of any putrid, unsound or unwholesome bones, meat, hides or skins, or the whole or any part of any dead animal, fish or fowl.
- (6) Privies, vaults, cesspools, sumps, pits, excavations or like places which are not securely protected, or which are foul or malodorous.
- (7) Leaving or permitting to remain outside of any dwelling, building, or other structure, or within any unoccupied or abandoned building, dwelling, or other structure, under the control of any person, and in a place accessible to the public, any abandoned, unattended or discarded icebox, freezer, refrigerator or other container which has an airtight door or lid, snap lock or other locking device which may not be released from the inside, without first removing such door or lid, snap lock or other locking device from such icebox, freezer, refrigerator or container.

(8) Any unguarded or abandoned pit, well or hole dangerous to life or of more than two feet (2') in depth on any unenclosed lot, without substantial covering, protection or fencing.

(9) The accumulation, or permitting the accumulation, of Building Materials or objects of any nature where the same endangers property or safety, or constitutes a fire hazard, or where the Building Materials are exposed to view from any ~~public place~~ Public Place before or after the duration of a valid building permit.

(10) The existence of any fence or other structure or thing on private property abutting or fronting upon any ~~Public street, sidewalk or pPlace~~ Public Place which is in a sagging, leaning, ~~fallen, decayed or otherwise dilapidated or unsafe condition and which may injure persons or property on a Public Place.~~

(11) The existence or maintenance on any premises of a storage area, junkyard or dumping ground for the wrecking or disassembling of automobiles, trucks, trailers, house trailers, boats, tractors or other vehicle or machinery of any kind, or for the storing or leaving of worn out, wrecked, inoperative or abandoned automobiles, trucks, trailers, house trailers, boats, tractors or other vehicle or machinery of any kind or of any major parts thereof; provided, however that an automobile wrecking yard or other junkyard, or storage area for machinery or equipment where the same are permitted by the city zoning regulations or where the same are being used by contractors or builders or by other persons during the construction of a project at the site is not a Nuisance; and further provided that the repair of a vehicle by the owner of property for a period not to exceed thirty (30) day is not a Nuisance.

(12) Visible vehicle tires not mounted on a vehicle, vehicle bodies or parts, bed mattresses or springs, water heaters or other large household appliances.

(13) Animal manure in any quantity ~~which is not securely protected from insects and the elements, or which is kept or handled in violation of any other ordinance of the city which creates a public health hazard, other than manure from domesticated pets;~~ provided, however, animal manure may be used on a property in such a manner and for such purposes as are compatible with customary methods of good husbandry.

(14) Any loud and unnecessary noises, as enumerated in Section 9.04.030 of the Hailey Municipal Code, as amended.

(15) All other uses or structures which are declared to be Nuisances by city ordinance, or building, fire or life safety codes.

8.04.040 Nuisance Abatement Notice.

A. If it is determined that a Nuisance exists on any lot, place or area, or any street, sidewalk or public right-of-way abutting the same, the city shall cause a notice to be issued to abate such Nuisance. Such notice shall contain a description of the property in terms reasonably sufficient to identify the location of the Nuisance, describe the Nuisance in terms reasonably sufficient to identify the same, direct abatement of the Nuisance, and specify the penalty provisions and appeal process as herein provided.

B. The abatement notice may be served in the following manner:

1. By personal service on the Owner of the lot, place or area, if the Owner lives within the city, and by personal service on the Occupant or person in charge or control of the property, if such person can be identified; or,

2. If the Owner does not live within the city, by registered mail to the Owner at the address shown on the last available assessment roll, or as otherwise known, and, by personal service on the Occupant or person in charge or control of the property, if such person can be identified; or

3. Should the Owner not be known or have an available address, the posting at a conspicuous place on the land, on abutting public right-of-way, and the publication of an advertisement at least once a week, for a period of two weeks, in a newspaper of general circulation, and by personal service on the Occupant or person in charge or control of the property, if such person can be identified. The newspaper advertisement shall be a general notice that the property has been posted and shall contain a general statement of the effect of such posting.

8.04.050 Abatement Required. It shall be the duty of the Owner, or person occupying or controlling any lot, place or area in the city which has been declared a Nuisance as provided herein, within fifteen (15) days of posting, mailing or personal service of the Nuisance abatement notice to remove the Nuisance. Upon the failure, neglect or refusal of any Owner or Occupant so notified to remove the Nuisance, the city may cause legal action to be taken.

8.04.060 Appeal. Within fifteen (15) days from the date of posting, mailing or personal service of the required Nuisance abatement notice to the Owner or person occupying or controlling such lots or areas affected, such Owner or persons may appeal to the city council. Such appeals shall be in writing and shall be filed with the city clerk. At the time of filing an appeal, the appellant shall pay a fee for the appeal as established by resolution. At the regular meeting of the city council, not less than ten (10) days nor more than thirty (30) days thereafter, the city council shall proceed to hear and pass upon such appeal and the decision of the city council thereupon shall be final and conclusive.

8.04.070 Abatement by City – Costs. ~~If a Nuisance is deemed to be an immediate health hazard Upon the failure, neglect or refusal of any Owner or Occupant so notified to remove the Nuisance within the time specified herein, the city may proceed with the removal work specified in the notice for removal of the such a Nuisance, and the cost of the work shall be paid by the Owner or Occupant or other person in control of the property. Upon the failure, neglect or refusal of any Owner or Occupant so notified to remove the Nuisance as required by court order, the city may proceed with the removal work specified in the notice for removal of such a Nuisance, and the cost of the work shall be paid by the Owner or Occupant or other person in control of the property. The expenses of removal by the city of any Nuisance found under the provisions of this chapter shall constitute a lien upon the property. The city may, at its option, institute a civil action for the removal and the abatement of such Nuisance, or may institute a criminal action under this Chapter 8.04.~~

8.04.080 Prohibited Acts.

A. It is unlawful for an Owner or Occupant to fail, neglect or refuse to remove a Nuisance from a property within the City of Hailey within the time set forth in an abatement notice served upon the Owner or Occupant in accordance with Section 8.04.040(B), above.

B. It is unlawful for any person to throw or deposit, or cause to be thrown or deposited upon any public street, alley, highway, ground, sidewalk, or any private vacant lot within the City of Hailey, any Refuse or Waste.

C. It is unlawful for any person to burn or cause to be burned on any public street or alley within the City of Hailey any Refuse or Waste.

C. It is unlawful for any person to dump, deposit or place any Garbage, Refuse, Waste or Rubbish on private property or in any Garbage Container within the City of Hailey without the authorization of the Owner or Occupant.

8.04.090 Violation-Penalty. Any person who violates any provision of this Chapter shall be guilty of a misdemeanor and shall, upon conviction, be fined not more than one thousand dollars (\$1000.00) or imprisoned in the county jail for a period of not more than six (6) months, or by both such fine and imprisonment. The city may, at its option, institute a civil action for the removal and the abatement of such Nuisance, or may institute a criminal action under this Chapter 8.04. The rights and remedies provided by this ordinance are cumulative and the use of any one right or remedy shall not preclude the City of Hailey from pursuing any or all other remedies the city may have by law, statute, ordinance or otherwise. This ordinance does not preclude the right of a private party to seek private enforcement of this ordinance against a party violating this Ordinance, but does not provide any private right of enforcement against the city for failure to enforce the provisions of this ordinance.

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Section 2. If any section, paragraph, sentence or provision hereof or the application thereof to any particular circumstances shall ever be held invalid or unenforceable, such holding shall not affect the remainder hereof, which shall continue in full force and effect and applicable to all circumstances to which it may validly apply.

Section 3. All ordinances and parts of ordinances in conflict herewith are hereby repealed.

Section 4. This Ordinance shall be in full force and effect from and after its passage, approval, and publication according to law.

PASSED AND ADOPTED BY THE HAILEY CITY COUNCIL AND APPROVED BY THE MAYOR THIS __ DAY OF _____, 2009.

Richard L. Davis, Mayor, City of Hailey

Attest:

Mary Cone, City Clerk

City of Hailey

POLICE DEPARTMENT

115 South Main Street, Suite C
Hailey, Idaho 83333
Phone (208) 788-3531 • Fax (208) 788-6566

CHIEF OF POLICE
JEFF M. GUNTER

To: Mayor and City Council of the City of Hailey
From: Jeff Gunter, Chief of Police
Reference: Nuisance Ordinance

After Monday's council meeting, I have some concerns about the recent proposed nuisance ordinance. While I believe that this ordinance is needed, there are some real questions that need to be asked.

- Does the city expect that the enforcement of this ordinance be complaint driven through proper city channels or have police officers initiate criminal investigations that they observe during the normal course of their duties? If police officers are to perform this function, how are we to determine whose case gets sent to a prosecutor and who gets to go in front of the city council? This appears to me to be very ambiguous.
- The police cannot enforce, unless the ordinance specifically states, parking in yards, which I believe is a common complaint. The city has allowed over the years right of way parking during non winter months. Right of way parking issues may increase, which could present another set of problems.
- Public perception. Once this ordinance has passed, I believe the public will expect that the city will clean up problem areas overnight. These areas of concern have taken years to develop. They will take time clean up. I can see my department increase our case load significantly, investigating garbage nuisance complaints. Citizens complaints may not be addressed in a prompt manner, depending on my departments mission requirements at the time, which often includes emergency responses to life safety issues.
- The public also needs to understand that the police cannot control how many people live in a residence. I believe that this is a common complaint. The police simply could never enforce this, unless we trample on certain freedoms citizens enjoy under of the US constitution.
- Based on the public interest in this issue, it might be time to think about the animal control/code enforcement position. I believe that once this ordinance is passed, the work load might justify this position.

Sincerely,



Jeff Gunter
Chief of Police

Rick Davis

From: lynn.mcdonald [lynnmcdonald@featherbedinnidaho.com]

Sent: Thursday, September 03, 2009 9:37 AM

To: rick.davis@haileycityhall.org

Subject: CLUTTER IN HAILEY CONTINUES

416 1st Ave North
P.O. Box 3702
Hailey, Idaho 83333



Thursday, September 03, 2009

TO ALL THE POWERS IN OFFICE!

So your going to try and "clean up" Hailey at long last, so CAN WE INCLUDE my gripe and a few letters since 2001.

My neighbors, kitty corner from the FeatherBed INN, continue to park various, oversized vehicles on the street and quite frankly I am tired of looking at their menagerie. Also many of my clients comment about what a shame it is these neighbors litter the neighborhood with their personal toys. The trailer covers the yield sign. Someday someone is going to yield right into some children and then it will be a tragedy! When I come to this yield sign I cannot see around the trailer!

Across the street A boat that never moves.

These people have back yards as do the majority of the dozen or so campers stationed on public property

Camping on city streets has to be prohibited, doesn't it! I drove around several times this summer and found it to be a very sad state of affairs with numerous trailers, boats and motor homes parked and camped on city property.

Don't we have ordinances for improper use of oversize vehicles and "toys" on city property? If we don't we should

Thank you in advance, sincerely yours,

Lynn McDonald
Owner / FeatherBed INN
P.O. Box 3702
416 1st Ave North
Hailey, Idaho 83333
208-578-5227

The first part of the document discusses the importance of maintaining accurate records. It emphasizes that proper record-keeping is essential for ensuring the integrity and reliability of the data collected. This section also outlines the various methods used to collect and analyze the data, highlighting the challenges faced during the process.



The second part of the document provides a detailed description of the experimental setup. It includes information about the equipment used, the procedures followed, and the conditions under which the data was collected. This section is crucial for understanding the methodology and the potential sources of error in the study.

The third part of the document presents the results of the study. It includes a series of tables and graphs that illustrate the data collected. The results show a clear trend, indicating that the variables studied are significantly related. The statistical analysis confirms the significance of these findings.

The fourth part of the document discusses the implications of the study. It explores the potential applications of the findings and the limitations of the study. The authors suggest that further research is needed to explore these issues in greater depth and to validate the results in a larger sample.

The fifth part of the document provides a conclusion and a summary of the key findings. It reiterates the importance of the study and the need for continued research in this field. The authors express their gratitude to the funding agencies and the participants who made the study possible.

The sixth part of the document includes a list of references and a list of authors. The references cite the works of other researchers in the field, providing context for the current study. The authors' names and affiliations are listed at the end of the document.

The seventh part of the document contains a list of appendices and a list of figures. The appendices provide additional information and data that support the main text. The figures are included to help illustrate the results and to provide a visual representation of the data.

The eighth part of the document includes a list of tables and a list of equations. The tables provide a detailed breakdown of the data, while the equations describe the mathematical models used in the study. These elements are essential for understanding the quantitative aspects of the research.

The ninth part of the document contains a list of footnotes and a list of acknowledgments. The footnotes provide additional information and references, while the acknowledgments thank the individuals and organizations that supported the study. This section is an important part of the document, providing context and credit to those who contributed to the work.

The tenth part of the document includes a list of references and a list of authors. The references cite the works of other researchers in the field, providing context for the current study. The authors' names and affiliations are listed at the end of the document.