

Heather Dawson

From: Heather Dawson [heather.dawson@haileycityhall.org]
Sent: Thursday, October 09, 2008 12:12 PM
To: 'Jim Spinelli'
Cc: 'Rick Davis'
Subject: RE: Contract for Services with Hailey Chamber of Commerce - September Report

Good morning, Jim –

Yesterday you had mentioned that although your final monthly payment request exceeds the monthly contractual amount, your annual contract remains approximately \$7000 unexpended. Actually, the unexpended amount is only about \$1500. The contract was for:

Total -	\$50,924
Initial Payment	5,924
Remaining for Monthly Draws	45,000 (maximum 5000 per month for 9 months)

The form you submitted shows a total of \$43,420 in monthly draws. Add the initial payment we made with contract signing of \$5,925 for a total expended amount of \$49,344.

Total Contract Amount	\$50,924
Total Paid To Chamber	\$49,344 (assuming council allows waiver)
Unused Amount	\$ 1,580

Thank you for your efforts toward a vibrant Hailey community!
 Heather Dawson
 Hailey City Administrator

From: Jim Spinelli [mailto:info@haileyidaho.com]
Sent: Monday, October 06, 2008 2:16 PM
To: 'Heather Dawson'
Subject: Contract for Services with Hailey Chamber of Commerce - September Report
Importance: High

Heather: Please approve an exception to our contract limiting payments to no more than \$5,000 per month. You will see in previous reports that it took us some time to “get going”. In the month of September, we had several projects conclude that required payment or down payment to initiate them. Most of them were “bid jobs” that took some time to formulate (Christmas Light program, matching dollars for regional marketing, Web Site contract, new site for Visitor Center, etc.).

We are very proud of the partnership with the City of Hailey. Please review the attached list of accomplishments for 2008. It would be my estimate that 75% of the accomplishments can be attributed to the funding from the Contract for Services with the City. I hope the city staff and Council feels that we have done a good job with the funds.

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

PH (208) 788-3484
 FAX (208) 578-1595

HAILEY CHAMBER OF COMMERCE ACCOMPLISHMENTS FOR 2008

- Acquired \$51,034 in L.O.T. Revenue
- Re-negotiated Contract for Services for 2008-2009 for \$75,500 to include funding for Assistant Exec. Director
- 44 New Members/27 Non-Renewal (92% Retention)
- Partial funding for Hanging Baskets and planters
- 1st ever WR Annual Community Awards with SVKCVB
- Redesign of 4th of July activities
- Funding and promotion of “Music in the Streets”
- Contract with BC Museum for Visitor Information stop
- Chamber Membership Program (new licensees & non-renewal letters)
- Improved Springfest activities
- Developed positive supporting relationship with the SVMA
- Promotion of all the businesses contributing to the LOT
- Promotion and support for 1st Friday’s
- Assumed sponsorship for Hailey Hometown Holidays
- Assumed sponsorship of Hailey Halloween Hoopla
- Re-created WRHS Homecoming Parade
- Shop Local Radio Program
- Christmas lights on Main Street program
- Improved current Web Site to promote Hailey and Businesses
- Plum TV promotion of City of Hailey as destination site for work & play
- Promoted WR Adaptive Sports Event

- Researching the opportunity for a SCORE Chapter in the WR Valley
- Promoted 1st Annual Croy Fun Run and Concert
- Attended Mountain Home AFB Air Show with booth promoting the WR Valley
- Promoting Upcoming Regional Cheer Leading Contest for Solider Mountain All-stars
- Contracted Ms. Senior Idaho Pageant for Hailey 2009
- Major regional advertising program with matching funds with "The Source Magazine"
- Contracted for new Web Site & Design
- New lease for new Visitor Center on Main Street

HAILEY CHAMBER MONTHLY REPORT FOR SERVICES

	*DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP
Visitor Inquiries:	*12/20/07-1/4/08									
EMAIL	8	14	43	250	464	664	587	566	733	841
LETTERS	2	4	3	2	5	3	2	1	2	4
PHONE	6	72	106	171	145	229	265	114	117	132
Expenses:										
Hailey Business Promotion: \$16,428										
Advertising on KECH for LOT Licensees										
Plum TV Contract for DVD & TV Interviews		\$1,500.00	\$1,500.00	\$750	\$787.50	\$825		\$537.50		
Advertising For SVMMA 1st Fridays						\$5,000				
Music in the Streets						\$427		\$150		
Source Magazine Regional Advertising								\$1,000	\$700	
										\$2,535
Visitor Services: \$9,855										
Hailey Pins										
BC Museum Visitor Services	\$229.00								\$507.00	
Brochure Racks								\$300	\$300	\$300
New Base Visitor Center									\$442	
										\$2,000
Special Events: \$12,321										
Promoting Springfest 2008		\$703.00	\$351.00	\$374.40	\$445.50	\$1,990.00	\$917.95	\$580.50		
Advertising for WR Adaptive Sports Event						\$136				
Promoting 4th of July								\$1,281.60	\$300	
Promoting Music in the Streets - KECH									\$750	
Event Supplies									\$300	
Mt. Home Air Show									\$286	
Croy Fun Run									\$750	\$645
										\$1,425
Town Improvement: \$8,321										
Christmas Lights	\$204.75									
Hanging Flowers Baskets & Barrels			\$2,000							\$5,957
Web Site & Calendar: \$4,109										
Consultant Updates		\$194.00	\$387.50	\$193.75	\$262.50	\$401.00	\$243.75	\$225.00	\$143.75	\$181
Webb Design Down Payment										\$2,000
TOTAL	\$433.75	\$2,397.00	\$4,238.50	\$1,318.15	\$1,495.50	\$8,779	\$1,161.70	\$4,074.60	\$4,478.75	\$15,043

Total Year
49,344

krb set up Dec 07
\$924.00

CONTRACT FOR SERVICES

(City of Hailey and the Hailey Chamber of Commerce)

THIS CONTRACT FOR SERVICES ("Agreement") is made and entered into this ____ day of December, 2007, by and between the CITY OF HAILEY, an Idaho municipal corporation (hereinafter referred to as "Hailey") and the Hailey Chamber of Commerce, an Idaho non-profit corporation (hereinafter referred to as "Chamber").

RECITALS

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

residents and visitors and increasing tax revenues; and

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

AGREEMENT

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

1. Consideration. In consideration for providing the services provided herein, Hailey agrees to pay Chamber the maximum sum of FIFTY THOUSAND NINE HUNDRED TWENTY FOUR and 17/100 DOLLARS (\$50,924.00). \$5,924.00 has been paid to the Chamber, receipt of which is hereby acknowledged. Subject to the terms and conditions set forth herein, maximum monthly installments of \$5,000 shall begin on or before January 25, 2008, and continuing on the 25th day of each and every month thereafter, through the term of this Agreement.

2. Term. Unless terminated pursuant to Section 7(B) of this Agreement and notwithstanding the date of execution hereof, this Agreement shall be in effect from December 1, 2007, until September 30, 2008.

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

A. Hailey Business Promotion. The Chamber shall provide services to operate, manage, provide and supervise the distribution of visitor information to the general public and provide professional marketing services to promote the Hailey area in accordance with this Agreement. The Chamber shall advertise Hailey businesses in multi-media. (Maximum payment--\$16,428.00).

B. Visitor Services. The Chamber shall provide literature, advertising, staff, supplies, equipment and support associated with an educational awareness program designed to promote the Hailey area as a destination for visitors. The Chamber shall develop, arrange and pay for the costs of printing, and distribute the literature necessary to promote the Hailey area to visitors. The Chamber shall also travel to and identify and conduct activities and programs encouraging potential visitors to use the Hailey area as a destination. The Chamber shall coordinate its activities in coordination with other visitor promotional entities. The Chamber shall lease space on Main Street, Hailey, Idaho or any other suitable location within the city and provide advertising for Hailey businesses, and brochures, maps and similar promotional materials for Hailey businesses for visitors. The Chamber shall also provide professional relocation and information packets for distribution by mail and other means. The Chamber shall offer information and answer all inquires from visitors and the general public and shall produce adequate supplies of brochures, pamphlets, fact sheets, and similar materials that can be handed out or mailed, free of charge to the public. Once a site is obtained, the Chamber will submit the hours of operation of the Center to the City for review and approval. (Maximum payment--\$9,855)

C. Special Events. The Chamber shall continue to advertise and increase advertising for current special events in Hailey, such as the Fourth of July activities, Northern Rocky Folk Festival, Trailing of the Sheep, and Holiday Parade. The Chamber shall actively promote and create at least one new special event in Hailey during periods when there are no special events within Blaine County. The Chamber shall coordinate existing events between the chambers of commerce in other Blaine County municipalities to avoid scheduling conflicts with different events. (Maximum payment--\$12,321.00).

D. Town Improvement. The Chamber shall survey local merchants in Hailey to identify additional beautification and similar projects to be pursued in Hailey, other than the hanging baskets and event banners. The Chamber shall also survey and coordinate seasonal decorating within Hailey. (Maximum payment--\$8,211.00).

E. Web Site and Calendar. The Chamber shall upgrade the Chamber's website to be more user friendly and to provide additional information about Hailey's businesses, events and amenities. (Maximum payment--\$4,109.00).

F. SIEDO/Relocation for New Business. The Chamber shall actively recruit appropriate businesses to Hailey, including developing and maintaining a "Ready Team" who will contact all interested businesses, promote the relocation of a business and facilitate a business' relocation to Hailey. The Chamber shall also attend and be active participants in SIEDO meetings as a representative of the City and the Chamber.

G. Establish a S.C.O.R.E. Chapter. The Chamber shall research the feasibility of establishing a S.C.O.R.E. Chapter. The Chamber shall report its findings to Hailey on or before April 30, 2008.

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

A. Budget. Within thirty (30) days after the execution of this Agreement, the Chamber shall submit a final operating budget for the Chamber, which is satisfactory to Hailey, for the calendar year 2008, showing income, expenses and particular fund balances. The operating budget shall contain sufficient information and detail to permit meaningful review by the public.

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

C. Monthly Reports. The Chamber shall keep a record of all written and oral inquiries received and all information distributed during the contract period for the services to be provided under this Agreement and shall submit a monthly statistical report to Hailey of these activities beginning on January 5, 2008, and continuing on the fifth business day of every month

thereafter during the term of this Agreement. The monthly reports shall be submitted to Hailey for the purpose of justifying and receiving monthly payments.

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

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

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

5. Monthly Payments. To receive payments for the services described in paragraphs 3(A) through (E) of this Agreement, inclusive, the Chamber shall submit the monthly reports described in paragraph 4(C) of this Agreement. Hailey shall pay the Chamber, on a time and material basis, its actual costs of services and materials described in paragraphs 3(A) through (E) of this Agreement, inclusive, which sums shall not exceed the amounts specifically stated in paragraphs 3(A) through (E) of this Agreement, inclusive; provided, however, the monthly sum to be paid to the Chamber shall not exceed the maximum monthly payment of \$5,000 per month.

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

7. Miscellaneous Provisions.

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

City of Hailey	Hailey Chamber of Commerce
115 Main Street So.	P.O. Box 100
Hailey, Idaho 83333	Hailey, Idaho 83333

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

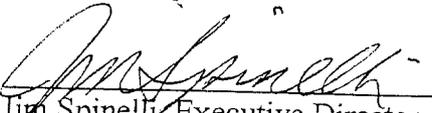
be incorporated in all such contracts, a provision prohibiting such interest pursuant to this provision.

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

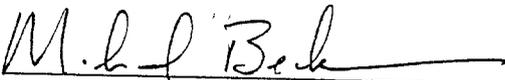
CITY OF HAILEY

**HAILEY CHAMBER OF
COMMERCE**

Susan MvBryant, Mayor



Jim Spinelli, Executive Director



Michael Beck, Board President

ATTEST:

Heather Dawson
City Treasurer/Clerk



June 4, 2008

Mayor Rick Davis &
Hailey City Council

SUBJECT: Contract for Services between Hailey Chamber of Commerce and the City of Hailey 2008-2009

The Mission Statement of the Hailey Chamber of Commerce reads: The mission of the Hailey Chamber of Commerce is to advance civic and appropriate commercial interests in Hailey, Idaho, by actively promoting our city, sponsoring local events, and serving as a resource for businesses, governments, and individuals, both in and out of the area, without sacrificing our quality of life.

The following specific services would be provided to the City of Hailey with the requested funds for the period of October 1, 2008 to September 30, 2009:

- 1 – **City Promotion:** Advertising in multi-media for the businesses in town to include those non-Chamber members, which are being required to collect the taxes for the City. (\$15,000)
- 2 – **Visitor Information:** Obtain a rental space on Main Street for visibility and accessibility. Provide advertising, brochures, maps, etc. for visitors. Provide professional relocation and information packets for mailing. (\$15,000)
- 3 – **Special Events:** Increase advertising for current events with new target audiences. Use seed money to create a new event in the city, every other year. New events created would fill current “dead spots” in the calendar. Then we would “spin” it off to a non-profit to manage and grow. (\$10,000)
- 4 – **Town Improvement:** Work with the local merchants to identify “beautification” projects. We would also work with the merchants to coordinate and fund seasonal decorating including hanging baskets, Christmas lights on Main Street, and flags. (\$10,000)

HAILEY CHAMBER OF COMMERCE AND VISITOR INFORMATION CENTER
P.O. Box 100
1050 Fox Acres Road
Hailey, Idaho 83333
Phone: 208-788-3484

5 – **Web Site Updates and Monthly Service Fee:** By the beginning of the City's next fiscal year, we will have a new website. It will need periodic updates, and we will incur a new monthly hosting fee of \$150, which we do not have now. (\$5,000)

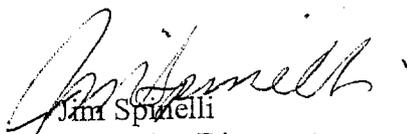
6 – **Staffing:** The Chamber of Commerce has significantly increased its commitments to the business community and the City of Hailey. In order to continue to expand and keep the level of quality at the highest, we need to hire a full time employee to be the Assistant Executive Director/Events Coordinator. The amount we are requesting is one half of an annual salary for a full time person. The Chamber general fund will match this amount. This amount includes salary and payroll taxes, etc. (\$20,500)

7- **SIEDO/Relocation for New Business:** Whether the City renews their membership with SIEDO, or not, we will continue to support the recruiting of appropriate businesses to Hailey, and the WR Valley. There is no monetary request related to this item at this time.

8 – **Maintain a S.C.O.R.E. Branch:** We will continue to support a SCORE Chapter, and maintain a professional relationship with the Boise Chapter. This Branch provides business level assistance throughout the Wood River Valley.

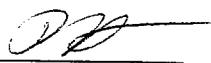
This will be a total of \$75,500 for the services provided above for the next year. Last year we requested \$61,000, and were awarded \$51,000, pro-rata.

Thank you, in advance, for your consideration.


Jim Spivelli
Executive Director


Lisa Emerick
President of the Board of Directors

AGENDA ITEM SUMMARY

DATE: 10/13/08 DEPARTMENT: Engr DEPT. HEAD SIGNATURE: 

SUBJECT: Motion to approve Letter of Intent to Apply for Idaho Safe Routes Top School Funds with Wood River Rideshare and Blaine County School District

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

Federal Funds have been specifically set aside and are available through ITD for Safe Routes to School projects. This is not the actual grant but a Letter of Intent to apply for the funds. The actual grant will be written with the assistance of Jim Finch of Mountain Rides Transit Authority. The project proposed is to provide sidewalks to the Woodside Elementary School along Woodside Boulevard.

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

ADMINISTRATIVE COMMENTS/APPROVAL:

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

ACTION OF THE CITY COUNCIL:

Date _____

City Clerk _____

FOLLOW-UP:

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

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

Letter Of Intent To Apply For Idaho Safe Routes To School Funds



Section 1404 of the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users Act (SAFETEA-LU)

Notes:

- The Safe Routes to School Program (SR2S) is a reimbursement program, not a grant program. Project costs will be reimbursed upon successful project completion.
- Infrastructure projects must be sponsored by the jurisdiction responsible for installation and maintenance, and follow Federal Highway Administration construction requirements.
- All projects must have Education, Encouragement, and Evaluation components; and community partners.
- All projects must follow Federal funding requirements (NEPA Environmental Evaluation, Davis Bacon Wage Rates, Title VI, ADA, DBE, etc.)
- This is **not** an official application for SR2S funding. You will be contacted and given directions on how to apply for funds.
- Call the SR2S Program Coordinator at (208) 334-4475 with any questions; or e-mail the coordinator at joconnor@itd.idaho.gov.
- Pre-application training will be held October 30, 2008, at the Cambria Suites, 2970 W. Elder St., Boise; from 9:00 a.m. to 5:00 p.m. You will be contacted with registration information and details.

Deadline to submit: 5:00 P.M., Monday, October 20, 2008

Send completed form to: Idaho Transportation Department
Idaho Safe Routes to School Program
PO Box 7129
Boise ID 83707-1129

E-Mail to: joconnor@itd.idaho.gov
OR
Fax to: (208) 334-8595

Funding Year: FY11 Estimated Funding Request: \$ 95,000

District	Project Type		
4	<input checked="" type="checkbox"/> Infrastructure (Facility Improvement) <input checked="" type="checkbox"/> Non-Infrastructure (Education, Encouragement, Evaluation)		

Sponsor Information (Please print clearly or type)

Project Sponsor		Street Address	
City of Hailey		115 Main St S., Hailey, ID 83333	
Mailing Address (if different)			
Contact Person's Name (printed)	Phone Number	Fax Number	E-mail Address
Thomas Hellen	208-788-9830 x14	208-788-2924	tom.hellen@haileycityhall.org
Contact Person's Title	Contact Person's Signature		
<i>PUBLIC WORKS DIRECTOR/CITY ENGINEER</i>			

Project Partner Information - May include, but is not limited to, the following. Provide partner name/number in the blank

- | | |
|--|---|
| <input checked="" type="checkbox"/> School <u>Woodside Elementary</u> | <input type="checkbox"/> MPO _____ |
| <input checked="" type="checkbox"/> School District <u>Blaine County</u> | <input type="checkbox"/> Non-Profit _____ |
| <input checked="" type="checkbox"/> City <u>Hailey</u> | <input type="checkbox"/> Highway District _____ |
| <input checked="" type="checkbox"/> County <u>Blaine</u> | <input checked="" type="checkbox"/> Other <u>Mountain Rides Transit Authority</u> |

Describe the safety problem preventing children from walking or biking to school. (Problem areas must be within a 2 mile radius of K-8 grade schools)

Woodside Blvd is a main city collector street that is the direct route to Woodside Elementary School. Woodside Blvd does not have any sidewalks making pedestrian or bicycle traffic, especially in the winter, dangerous.

Describe proposed activities to reduce the safety problem identified above. (Projects may include Engineering, and must include directly or indirectly Education, Encouragement, and Evaluation.) Engineering plans and development costs are not a reimbursable expense. Standard drawings are available free of charge through the ITD Design Manual available at www.itd.idaho.gov/Downloads/Design.htm

Engineering: this would be a continuation of sidewalks to Woodside Elementary School begun with the construction of the school in 2006. Adding this sidewalk would provide safe walking access to another 75+ homes in the Woodside Subdivision.

Education: outreach through Woodside School to develop and implement neighborhood walk and bike groups. Parent volunteer training is planned through Partner organizations. Bike and Pedestrian Safety training at the school in PE classes, after school programs are planned to provide improved safety awareness and practice by parents and students utilizing existing and planned infrastructure.

Encouragement: promotion of Fall and Spring events and activities through Information outlets (media, web sites, Info boards, mass emails, PTA, school fliers). Prizes, awards and special recognition for Specific Safe Routes to School efforts. **Evaluation:** Surveys and data collection as required by National Center for SR2S will be completed.

Proposed Budget - Describe in detail the expenses you anticipate

Engineering (Example: Construction costs for physical improvements, i.e., traffic calming measures, sidewalks, signage, multiuse pathways). Engineering development costs are not eligible for reimbursement.

	<u>Budget Amount</u>
<u>Construction of sidewalks along Woodside Blvd</u>	<u>\$ 89,000.00</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

Education (For examples of education efforts, go to: www.saferoutesinfo.org/resources/education)

<u>Woodside Elementary has 370 k-5 students- in-classroom bike/ped safety training and</u>	<u>\$ 2,000.00</u>
<u>coordinated effort with BCRD and YMCA to offer after school programs</u>	<u> </u>
<u>Parent leaders training and Map/Brochure updates</u>	<u>\$ 1,000.00</u>

Encouragement (For examples of encouragement efforts, go to: www.saferoutesinfo.org/resources/encouragement)

<u>Maintenance of current activities- International W/B Day in Fall and Trip tracking event in</u>	<u>\$ 2,500.00</u>
<u>spring. Parent workshops to develop bike and walk groups in priority neighborhoods;</u>	<u> </u>
<u>utilizing existing and planned infrastructure.</u>	<u> </u>

Evaluation - Awardees are required to evaluate pre and post project data throughout the project, using the National Center for Safe Routes to School survey forms available at www.saferoutesinfo.org/resources/evaluation

<u>Continued efforts with Woodside Elementary to complete appropriate surveys</u>	<u>\$ 500.00</u>
---	------------------

Maintenance of On-site modal split data on weekly basis at Woodside School

Totals \$ 95,000.00

Completed By	Date	Phone Number

AGENDA ITEM SUMMARY

DATE: 10/13/08 DEPARTMENT: Public Works

DEPT. HEAD SIGNATURE: 

SUBJECT:

Request approval for 5K for Camp Agape Special Event on the Deerfield Subdivision Streets on October 25, 2009, 12:00PM – 2:00 PM.

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

- The representative believes there may be up to 150 people in attendance.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Department Heads Approve with the following contingencies:

1. Declaration of Insurance coverage needs to be submitted.
2. Restrooms will need to be provided with a minimum of one being ADA accessible.
3. The traffic control plan provided needs to be updated to have volunteers at every intersection.
4. A list of cell phone contacts for this event needs to be provided.
5. Sponsor needs to provide written notice to all Deerfield residents.
6. All requested information needs to be supplied to the Public Works Departments by 10/20/2008.

FOLLOW-UP REMARKS:



SPECIAL EVENT PERMIT APPLICATION

RECEIVED
- 9 2008

I. EVENT NAME: 5K For Camp Agape

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

Public Property Private Property

Wood River High School and Deerfield Neighborhood

III. EVENT SCHEDULE

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

Date(s) of Event	Hours	Estimated # of Attendees
10-25-08	Start Time: 12:00 End Time: 2:00	One Hour Interval: All Day: 150
	Start Time: End Time:	One Hour Interval: All Day:
Date of Set-Up		
10-25-08	Start Time: 10:00AM End Time: 2:00 PM	
Date of Tear Down		
10-25-08	Start Time: 10:00 End Time: 2:00	

IV. FEES

Special Event Permit Application Fee \$125 \$125.00

Per Day Park Rental Fee \$500 _____

(Waived for non-profits)

Security Deposit \$500 _____

Tax (on park rental fees only) 6% _____

TOTAL DUE

Additional Deposit Required \$125.00

V. ORGANIZATION INFORMATION

Applicant's Name: Kali Phillips Title: 5K For Camp Agape

Mailing Address: P.O. Box 2012 Sun Valley, Id Zip Code: 83253

Street Address: 211 Washington Blvd City: Sun Valley State: Idaho

Day Telephone: 208-720-7416 Evening Telephone: 208-720-7416

FAX Number: _____ E-Mail Address: boagap@campagape.com

Applicant Driver's License #: FA129138K
Sponsoring Organization: Girls on the Run
Non-Profit: Yes No Tax Exempt #: ✓
Federal Tax #: 45-0501972 State Tax #: 052803440

VI. EVENT INFORMATION

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

Event Category: Commercial Noncommercial

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

Description of Event: A 5K RUN/WALK to raise money for Camp Agape, a camp for kids with cancer

Additional Details: _____

VII. INSURANCE REQUIREMENTS

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

Insurance Company: Westpoint Insurance Agent Name: Angela Salcido
Address: 5625 West 29th Street Phone: 800-318-7709

HOLD HARMLESS CLAUSE

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

(Attach any additional pages as needed)

SPECIAL EVENT ACTIVITIES & CITY SERVICES REQUESTED

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

Yes	No	Check all Planned Activities	Yes	No	Check all Planned Activities
	X	Street Closures & Access / Parade Detailed map listing areas of closure, parade route is required. An ITD permit is required for Main Street.		X	Alcohol Served (Free of Charge) (name of provider)
	X	Street Closures & Access /Parade require your Event Coordinator to notify all affected businesses, churches schools and neighborhoods		X	Alcohol Sold Requires Alcohol Beverage Catering Permit (Hailey Code 5.13)
	X	Canopies/Tents/Membranes/Temporary Structures (Number & Size(s) City of Hailey Fire Department, Fire Code Enforcement	#	X	Vendors items sold/ solicitation
	X	Medical Services (Circle) First Aid and/or EMS Services Who is providing services? _____	#	X	
#	X	Security (detail who, number of officers, times. Attach plan)	#	X	Booths: Profit / Non-Profit
	X	Traffic Control / Shuttle Buses (Number of buses / locations / hours of operation, attach plan.)		X	Lighting plan: attach plan
#	X	Electricity / Generators (Size _____) Attach detailed electrical plan.		X	Activities / Entertainment (Agenda) Other equipment or entertainment
				X	Signs or Banners: sign permit may be required by the City Planning and Zoning Department
	X	Water Drinking / Washing (circle)		X	Stages (Number and Size(s) _____)
	X	Gray Water Barrel / Grease Barrel (circle /detail # and locations)	#	X	Barricades. How many identify locations and attach logistics map
	X	Sanitation -Trash bins, Dumpsters, Recycle (circle /detail # and locations)	#	250	EVENT estimated attendance
#	X	Porta Toilets / Wash Stations (Quantity ADA Regular _____)	#	0	Number of staff working event
			#	30	Number of volunteers working

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

Event Organizer's Signature: *Kate Riley* Date: 10-7-08

AGENDA ITEM SUMMARY

DATE: 10/13/08 DEPARTMENT: PW DEPT. HEAD SIGNATURE: *[Signature]*

SUBJECT: Motion to approve the Mayor to sign agreement with SPF Water Engineering to review Quigley Annexation Water Issues

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

At council request SPF Water Engineering has provided a proposed scope of work to review water issues related to the proposed Quigley Canyon Annexation. This cost is to be borne by the applicant.

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

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

ADMINISTRATIVE COMMENTS/APPROVAL:

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

ACTION OF THE CITY COUNCIL:

Date _____

City Clerk _____

FOLLOW-UP:

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

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



October 6, 2008

Mr. Tom Hellen
Public Works Director
City of Hailey
115 Main Street South, Suite H
Hailey, ID 83333

Subject: Proposal for Review of Water Issues Related to Quigley Canyon Ranch Annexation

Dear Tom:

SPF Water Engineering (SPF) is pleased to provide this proposal for engineering services to investigate water supply issues related to the Quigley Canyon Ranch annexation.

Scope of Work

We understand that the following tasks are requested.

1. Review water supply reports prepared for the developer by ERO and V3.
2. Review the water balance proposed by the developer.
3. Review water rights appurtenant to the property.
4. Determine if the developer is giving the City enough water to meet the water demands of the development. This issue will tie in with the supply analysis SPF is currently working on for the City.
5. Review or comment on the developer's proposal to provide full or partial payment for a new well. We expect that this will tie in with other work we are currently under contract with the City to perform, specifically the review of how much water supply the City actually has and analyzing Quigley Tank fill issues.
6. Discuss the implications of conjunctive management with regard to the Quigley Canyon water rights.

ESTIMATED COSTS

SPF proposes to perform this work on a time and materials basis. A current hourly rate schedule is provided as Table 1. Direct costs (travel, photocopy, postage, etc.) are billed at

actual cost plus 15%. Subcontract and laboratory costs can be billed directly where appropriate. Hourly rates are adjusted on an annual basis to reflect salary increases.

We anticipate that the cost to complete the review will be between \$3,000 and \$5,000. These costs include two trips to Hailey for meetings or public hearings.

SCHEDULE

We estimate that it will take approximately 2 weeks to complete the water right and water supply investigation.

AGREEMENT

If this proposal meets with your approval, it may serve as the basis for agreement, in conjunction with the attached schedule of fees and conditions, by affixing a signature in the space provided below. This signature will be considered as a notice to proceed with a budget upper limit of \$5,000.

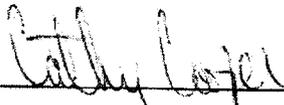
Please return one signed original to my office. We look forward to working with you on this project.

Respectfully submitted,

Accepted By:

SPF WATER ENGINEERING, LLC

CITY OF HAILEY

By 
Cathy Cooper, P.E.
Manager

By _____

Title _____

Date _____

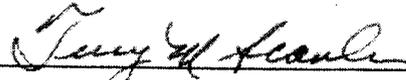
By 
Terry M. Scanlan, P.E., P.G.
Manager

TABLE 1 - SPF WATER ENGINEERING, LLC SCHEDULE OF HOURLY BILLING RATES		
Personnel	Title	2008 Billing Rate
Terry Scanlan, P.E., P.G.	Principal Engineer/Hydrogeologist	\$140
Christian Petrich, Ph.D., P.E., P.G.	Principal Engineer/Hydrologist	\$130
Tim Farrell, P.E.	Principal Engineer	\$125
Cathy Cooper, P.E.	Principal Engineer	\$125
Eric Landsberg, P.E.	Project Manager	\$120
Bob Hardgrove, P.E.	Project Manager	\$120
Scott King, P.E.	Supervising Engineer	\$115
Stuart Hurley, P.E.	Senior Project Engineer	\$115
Jennifer Sukow, P.E., P.G.	Senior Project Engineer	\$107
Shawn Kohtz, P.E.	Project Engineer	\$97
Roxanne Brown	Senior Water Rights Specialist	\$95
Mike Martin, P.E.	Project Engineer	\$86
Lori Graves	Water Rights Specialist	\$85
Marci Pape, P.E.	Project Engineer	\$85
Kristin Brastrup, P.E.	Project Engineer	\$83
Lance Dennis, E.I.T.	Associate Engineer	\$82
Jason Thompson, E.I.T.	Associate Engineer	\$80
Clint Long	Construction Manager	\$85
Buzz Copple	Construction Manager	\$85
Steve Bennett	Designer I	\$80
Crane Drafting	Designer II	\$72
Mike Lash	Engineering Technician	\$63
Julie Romano	Bookkeeping	\$55
Crystal Weber	Administrative Support	\$50

AGENDA ITEM SUMMARY

DATE: 10/18/08 DEPARTMENT: PW DEPT. HEAD SIGNATURE: 

SUBJECT: Motion to approve the Mayor to sign Equipment and Operator rental agreements for snow removal following review by the City Attorney

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

The Street Dept budget was revised this year to reflect a change in snow removal activities. Instead of using 5 city end dumps for hauling snow and using other PW employees in rented loaders we are proposing lease agreements with Katco Excavation and Sluder Construction to provide both equipment and operators. Their proposals are attached.

We now have 3 end dumps that will be run by two city employees and one temporary employee. Up to four additional end dumps with drivers will be supplied by Katco. Our experience from last winter is that with more end dumps the removal of snow from the streets is sped up by decreasing the waiting time of the snowblower.

We normally rent 2 loaders each winter without operators for \$3,000/month. The two proposed loaders with operators will cost \$3,120/month. We also rent a dozer without an operator for the snow pile at Lions Park. This will be covered by leasing a dozer with operator to free up other city personnel.

We used last year's snow removal hours with a "normal snowfall" in obtaining these bids. In order to obtain these rates we guaranteed a minimum number of hours for the equipment and the fuel purchases. Hours above the minimum will be compensated at the proposed rates. The end dumps were not guaranteed minimum hours.

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

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

ADMINISTRATIVE COMMENTS/APPROVAL:

City Administrator _____

Dept. Head Attend Meeting (circle one) Yes No

ACTION OF THE CITY COUNCIL:

Date _____

City Clerk _____

FOLLOW-UP:

*Ord./Res./Agmt./Order Originals: Record

Copies (all info.):

Instrument # _____

*Additional/Exceptional Originals to: _____

Copies (AIS only)

Draft 12-30-03

Sluder Construction, Inc.

P.O. Box 332
 Bellevue, Idaho 83313

Estimate

Date	BID #
9/24/2008	546

Name / Address
City Of Hailey 115 S. Main St suite H Hailey, Idaho 83333

Job description
Kelly

Project

Item	Description	Qty/lf	U/M	Rate	Total
Dozers	1 D65PX Low ground pressure dozer for snow dump/ min of 125 hrs Nov 1st to Mar 31st	125		89.50	11,187.50
Labor	Labor per hour to run snow blower			44.00	44.00
Total					\$11,231.50

Snow Crew and Equipment 2008-2009

Gary Brockman	4088 / 746B	487-2129 / 309-1180
Chad Sluder	4046 / 588	471-0265
Mike Parker	4041 / 528	788-3906/720-5051
KatCo	RENTAL LOADER	720-1505
KatCo	RENTAL LOADER	720-1505
Chad Sluder	RENTAL DOZER	471-0265
Street Crew	DOZER	

NEW EMPLOYEE	5003 / Kubota	481-0740
Paul Fisher	RC30	
Cole Balis / <i>BOB</i>	4043 / L-35	720-3384

Kelly Schwarz	4007 / 98 INT	309-1365
Terry Turner	4004 / 93 INT	788-2942
Trever Rands	4013 / 85 INT	544-7898 / 420-8559
Rick Fahey	4006 / 98 INT	
NEW EMPLOYEE	4005 / 93 INT	

Katco	RENTAL TRUCK	720-1505
Larry Kerner	4089 / Mack	886-2552 / 731-1986
Kelly West	4094/ Freightliner	
Mike Buddenhagen	Freightliner 2003	410-0468

Roger Parker		788-1928 / 720-7616
Pinky Rudman		823-4888 / 309-0236
Tex Mann		788-9157 / 720-2379
Tom Hellen		309-1270
Kelly Schwarz		309-1365

Police		788-3531 / 911
Fire		788-3147 / 911
State Highway		788-3365 / 309-2226

FINDINGS OF FACT, CONCLUSIONS OF LAW AND DECISION

On September 22, 2008, the Hailey City Council considered an application by Blaine County for the vacation of a portion of Walnut Street east of alley between Blocks 104 and 105, Hailey Townsite. The City Council, having been presented with all information and testimony in favor and in opposition to the proposal, hereby makes the following Findings of Fact, Conclusions of Law and Decision.

FINDINGS OF FACT

Notice

Notice for the public hearing was published in the Wood River Journal on September 3, 2008 and on September 10, 2008; the notice was mailed by certified mail to property owners within 300 feet on September 3, 2008.

Application

The applicant has requested the vacation of 20 feet of Walnut Street east of alley between Blocks 104 and 105 in the Hailey Townsite. Walnut Street has a 100 foot wide right-of-way.

Background

ARCH Community Housing Trust entered into a Memorandum of Understanding with Blaine County to develop two community houses on the property owned by Blaine County. The agreement provides that the residences will be sold to qualified buyers earning 80% of the area median income (AMI), referred to as Category 3 in the Blaine County Housing Authority Guidelines. This translates to a purchase price of approximately \$155,804. The income in that category, depending upon household size, would range from \$53,000 to \$59,800. The 2006 Blaine County Needs Assessment estimates a demand for of 1,052 community houses in the mid-valley, which includes Hailey; 11 community houses have been constructed in Hailey to date.

The area of Lot 2A is currently 11,013 square feet; not enough area to divide the parcel into two lots that meet the 6,000 square foot minimum lot size requirement in the LR-1 zoning district within the Townsite Overlay. The applicant is requesting vacation of 20 feet on either side of the Walnut Street right-of-way (40 feet total) in order to add additional area to Lot 2A, Block 104 to then subdivide the lot into two lots that meet the 6,000 square foot minimum lot size requirement.

An additional 20 feet would add 1,472 square feet to Lot 2A and would allow for the creation of two 6,243.6 square foot lots. This would be a total of 487.2 square feet more than the minimum 6,000 square foot lot size requirement. Vacation of 14 feet of right-of-way (28 feet total), would add a total of 1,030 square feet which would allow for the creation of two approximately 6,020 square foot lots.

Procedural History

The Hearing Examiner held a public hearing on August 15, 2008 and recommended denial of the vacation request finding that there would be no guarantee that the portion of right-of-way vacated will only be used for the development of community houses, particularly in the distant future, because the vacation of a portion of the public right-of-way cannot be conditional (the Court's

decision in *Black v. Young* determined it is inappropriate to condition vacation of a right-of-way). Since the vacation cannot be directly tied to the development of community houses the Hearing Examiner could not recommend that the vacation itself is “deemed expedient for the public good”.

The Hearing Examiner recommended that if the right-of-way is vacated that the minimum amount of right-of-way be vacated in order to still provide opportunities for public access and future connectivity to the east and to the Fifth Avenue easement. Vacation of 14 feet of right-of-way (28 feet total), would add a total of 1,030 square feet which would allow for the creation of two approximately 6,020 square foot lots.

Standards of Evaluation

Street Vacations are regulated by Section 9 of Hailey’s Subdivision Ordinance, which incorporates the applicable sections of state law. For each applicable standard (in bold print), the Council makes the following Findings of Fact:

- 9.1 Applications for vacation of a public right-of-way, alley or easement (other than utility easements) shall comply with Idaho Code §50-311 and §§50-1317 through 50-1325, as amended, and the provisions of this Ordinance. Applications for vacation of utility easements shall comply with Idaho Code §50-1306A, as amended.**

Section 50-311 of Idaho Code states “Cities are empowered to...vacate” any street “whenever deemed expedient for the public good...” This section further provides that “whenever any street, avenue, alley or lane shall be vacated, the same shall revert to the owner of the adjacent real estate, one-half on each side thereof, or as the city council deems in the best interests of the adjoining properties, but the right of way easements and franchise rights of any lot owner or public utility shall not be impaired thereby.”

The applicant is requesting vacation of a portion of the Walnut Street right-of-way in order to enable the development of two community houses. While the need for community housing is apparent, there is no way to guarantee that the portion of right-of-way vacated will only be used for the development of community houses, particularly in the distant future, because the vacation of a portion of the public right-of-way cannot be conditional (the Court’s decision in *Black v. Young* determined it is inappropriate to condition vacation of a right-of-way). Since the vacation cannot be directly tied to the development of community houses the Hearing Examiner could not recommend that the vacation itself is “deemed expedient for the public good”.

The City Council was advised by the City Attorney that a guarantee in perpetuity was not necessary in order for the Council to find the right-of-way vacation to be expedient for the public good. The City Council supports the pursuit of community housing, but wanted security of the future use of the portion of the right-of-way vacated and therefore did not find the vacation to be expedient for the public good.

9.2 Applications for vacation of streets, alleys, or easements shall be submitted to the Hearing Examiner, except that the Administrator and Chair of the Commission, jointly, shall have discretion and authority to refer a vacation application to the Commission. The Hearing Examiner or Commission shall make a recommendation, concerning the application for vacation, to the Council. The Hearing Examiner or Commission shall consider the following items in making their recommendation:

9.2.1 The application and testimony of the applicant and such other information as may come before it with regard to the proposed vacation or dedication.

The Council heard testimony from the applicant's representative, ARCH Community Housing Trust, adjacent property owners and other members of the public at the public hearing.

9.2.2 The interests of the adjacent property owners and public utilities.

Adjacent lots are Lot 2A, Block 104 and Lot 1, Block 105. The owner of Lot 1, Block 105 indicated he had applied for a right-of-way vacation of 20 feet of Walnut Street in 1993 in order to meet setback requirements for a garage. The applicant withdrew his request after the Planning and Zoning Commission suggested he apply for a variance instead. Letters of acceptance were sent by the applicant to the following public utilities; Hailey Water and Sewer, Idaho Power Company, Cox Communications, Syringa Networks and Intermountain Gas. Responses have been received by Idaho Power, Intermountain Gas, Qwest and the Hailey Public Works Department without objection. Idaho Power requested a five foot easement for the power line across the portion of Walnut Ave proposed for vacation.

9.2.3 Conformance of the proposal with the Comprehensive Plan.

The following sections of the Comprehensive Plan are applicable to this application and were considered by the City Council.

Transportation and Circulation Goal I., "To promote the safe and efficient movement of people" and Goal II., To minimize public expenditures for road maintenance and improvement".

Land Use, Section 5.7., "To increase opportunities for alternative transportation, reduction of vehicle traffic, creation of safe and walkable neighborhoods, creation and preservation of public space and green space..."

Community and Neighborhood Character, 8.1.1.b., "Encourage infill development within the original Hailey Townsite, recognizing the large number of substandard lots, by implementing strategies including, but not limited to, the creation of an overlay district allowing flexibility in bulk regulations."

The Walnut Street right-of-way is at the eastern edge of the Townsite Overlay adjacent to the Union Pacific Rail Road right-of-way (now owned by ITD), a portion of which includes Fifth Avenue. The Hearing Examiner recommended that if the right-of-way is vacated that the minimum amount of right-of-way be vacated in order to still provide opportunities for public access and future connectivity to the east and to the Fifth Avenue easement.

The Council found that an increase in density through a right-of-way vacation was not desirable.

9.2.4 The future development of the neighborhood.

The Walnut Street right-of-way is at the eastern edge of the Townsite Overlay adjacent to the Union Pacific Rail Road right-of-way (now owned by ITD), a portion of which includes an easement that is used as Fifth Avenue. The future development of the area will likely include infill development such as that proposed for Lot 2A. The east-west streets do not cross the Union Pacific Rail Road right-of-way except for in four locations (Myrtle, Bullion, Croy, and Elm). Preserving opportunities to provide a formal east-west connection, especially pedestrian connections, is important to implementing the transportation related goals and policies of the Comprehensive Plan.

The Hearing Examiner recommended if the right-of-way is vacated that the minimum amount of right-of-way be vacated in order to still provide opportunities for public access and future connectivity to the east and to the Fifth Avenue easement.

The Council found that an increase in density through a right-of-way vacation was not desirable.

9.2.5 That the public right-of-way, alley, or easement no longer serves a public purpose.

The city may have need for the portion of Spruce Street right-of-way in the future for some purpose that we can not foresee at this time. The east-west streets do not cross the Union Pacific Rail Road right-of-way (now owned by ITD) except for in four locations (Myrtle, Bullion, Croy, and Elm). Preserving opportunities to provide formal east-west connections, especially pedestrian connections, are important to implementing the transportation related goals and policies of the Comprehensive Plan.

The Hearing Examiner recommended that if the right-of-way is vacated that the minimum amount of right-of-way be vacated in order to still provide opportunities for public access and future connectivity to the east and to the Fifth Avenue easement.

The Council found that Walnut Street continues to serve a public purpose.

CONCLUSIONS OF LAW AND DECISION

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

- a) Adequate notice, pursuant to Idaho Code Section 50.1306A, was given for the public hearing.
- b) The request does not meet the criteria for vacation of alley right-of-way set forth in Section 9.1 of Hailey's Subdivision Ordinance and in Idaho Code Sections 50-311 and 50-1317 through 50-1325 (as amended), because the vacation is not expedient for the public good without a sufficient guarantee that the portion of the right-of-way vacated will be used for community housing in perpetuity.
- c) The application for vacation of a portion of Walnut Street east of alley between Blocks 104 and 105 is denied.

Signed this _____ day of _____, 2008.

Rick Davis, Mayor City of Hailey

Attest:

Mary Cone, City Clerk, City of Hailey

CERTIFICATE OF SERVICE

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

- | | | |
|--------------------------|---------------------|--|
| <input type="checkbox"/> | U.S. Mail | Blaine County ARCH Community Housing Trust |
| <input type="checkbox"/> | Via Facsimile | 206 First Avenue South, Suite 300 |
| <input type="checkbox"/> | Via Electronic Mail | Hailey, ID 83333 |
| <input type="checkbox"/> | Hand Delivered | homeownership@archbc.org |
| <input type="checkbox"/> | U.S. Mail | Greg Harbeson |
| <input type="checkbox"/> | Via Facsimile | Galena Engineering |
| <input type="checkbox"/> | Via Electronic Mail | 317 River Street North |
| <input type="checkbox"/> | Hand Delivered | Hailey, ID 83333 |
| | | mariae@svskylan.net |

CITY OF HAILEY

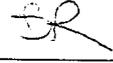
By _____
Becky Mead, Deputy Clerk, City of Hailey

AGENDA ITEM SUMMARY

DATE: 10-13-08

DEPARTMENT: Planning

DEPT. HEAD SIGNATURE: _____



SUBJECT: Extension of Preliminary Plat Approval – Lot 2A and Lot 2B, Cedar Street Church Subdivision

AUTHORITY: ID Code _____ IAR _____ City Ordinance/Code Sub. Ord. 3.2.4
(IF APPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

The Preliminary Plat was approved by the Hearing Examiner on November 30, 2007 with a condition that the Final Plat be submitted within one calendar year.

The applicant is requesting a one (1) year extension; to November 30, 2009. See attached letter for the applicant's reason for the extension request.

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:

Approve the requested one year preliminary plat extension.

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)

RECEIVED

SEP 19 2008

BR

Beth Robrahm, Planning Director
City of Hailey
Hailey, Idaho 83333

September 17, 2008

Re: Preliminary Plat of Lot 2, Cedar Street Church Subdiv
1010 Queen of the Hills Dr Hailey, Idaho

It will not be possible for me to meet the deadline of completing this plat by November 30, 2008. Part of this property was purchased from the LDS Church. Upon closing the purchase it was discovered that no Title Company would issue a title policy because of a "gray area" of their remaining property. They our taking "Quick Title" action to clear up this issue.

I've been told it will take the better part of a year to complete this action. Therefore I request an extension of one year of the preliminary plat approval. Your consideration will be greatly appreciated. Thank you.

Russ Horn 
PO Box 10
Hailey, Idaho 83333