



**BLAINE COUNTY PLANNING/ZONING/BUILDING DEPARTMENT**

219 1st Avenue South, Suite 208, Hailey, ID 83333

Planning & Zoning: 208-788-5570 ♦ Building Department: 208-788-5573 ♦ Fax 208-788-5576

www.blainecounty.org

October 6, 2008

Hailey City Council  
115 S. Main, Ste. H  
Hailey ID 83333

**RECEIVED**

OCT 09 2008

FILE HD RD CC

RE: Peregrine Ranch – Hailey Firehouse & Sewer Extension Agreement

Dear Hailey City Council Members,

On September 22<sup>nd</sup> the City of Hailey approved extending municipal sewer to Peregrine Ranch. The development is not located in the City of Hailey but in the Area of City Impact (ACI), approximately one third (1/3) of a mile north of the Hailey City limits. The amended agreement required a parcel of land in the southeast corner of Peregrine Ranch for a Hailey Fire station.

The Wood River Rural Fire District (WRRF) 1997 Comprehensive Plan designates a firehouse in the area around Peregrine's southern border and Buttercup Road. The original Peregrine Ranch PUD design included a WRRF fire station in the area now requested by the Hailey Fire Department. Placing one agency's infrastructure in another Agency's jurisdiction sets a new precedent in the Wood River Valley. WRRF is open to sharing a future firehouse but indicates they would require a signed agreement before removing their objections.

Unless it is a shared facility the Blaine County planning staff cannot recommend the county approve that part of a proposed project that places such a facility outside its jurisdiction. The proposed location is not adjacent to the City of Hailey's border and WRRF previously designated the site as an appropriate location for a fire station. Efficient use of land and government resources involves planning. As of yet, the City of Hailey has no plans to annex the area north of NorthRidge nor does the Hailey Fire Department's Comprehensive Plan designate a firehouse anywhere outside of the city's jurisdiction or in areas adjacent to Peregrine Ranch. Furthermore, locating separate fire stations immediately adjacent to each other is inefficient and surely not the type of expenditure that impresses taxpayers in tight budgetary times.

Blaine County planning staff asks the Hailey City Council to reconsider the inclusion of a Hailey Fire Station into any new agreements involving sewer extension for the Peregrine Ranch.

Sincerely,

  
Tom Bergin  
Blaine Country Planning Director

## SECOND AMENDMENT TO SEWER SERVICES AGREEMENT

THIS SECOND AMENDMENT TO SEWER SERVICES AGREEMENT ("**Second Amendment**") is made effective the \_\_\_\_\_ day of October, 2008, by and between the CITY OF HAILEY, IDAHO, a municipal corporation ("**Hailey**"), and Harry S. Rinker, Trustee for the Harry S. and Diane J. Rinker Revocable Trust dated 5/10/66, as Amended and Restated ("**Trust**"), as follows:

### RECITALS

A. This Second Amendment is made to that certain Sewer Services Agreement, dated February 7, 2005, and recorded March 16, 2005, as Instrument No. 517483, Official Records of Blaine County, Idaho (the "**Sewer Services Agreement**"), and that certain First Amendment to Sewer Services Agreement, dated August 27, 2007 (the "**First Amendment**").

B. The Parties desire to amend the Sewer Services Agreement and the First Amendment as set forth below.

C. All capitalized terms not otherwise defined herein shall have the same meanings given those terms in the Sewer Services Agreement and the First Amendment.

### AMENDMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Sewer Services Agreement and the First Amendment are hereby amended as follows:

1. Paragraph 10 of the Sewer Services Agreement is amended to extend the term of the Sewer Services Agreement to February 7, 2012.

2. Paragraph 3 of the First Amendment is amended to extend the term of the First Amendment the same as the extended term of the Sewer Services Agreement, to February 7, 2012.

3. This Second Amendment shall be recorded in Blaine County, Idaho.

4. Except as amended hereby, the terms and conditions set forth in the Sewer Services Agreement and the First Amendment shall remain in full force and effect; provided, however, that in the event of any conflict between the terms and conditions of this Second Amendment and the terms and conditions of the Sewer Services Agreement or the First Amendment, the terms and conditions of this Second Amendment shall prevail.

**SIGNATURES APPEAR ON FOLLOWING PAGE**





# City of Hailey

115 MAIN STREET SOUTH, SUITE H  
HAILEY, IDAHO 83333

(208) 788-4221  
Fax: (208) 788-2924

October 13, 2008

Blaine County Board of County Commissioners  
Chairman Tom Bowman  
206 First Avenue South, Suite 300  
Hailey, ID 83333

Dear Chairman Bowman:

This letter is in response to your correspondence of October 2, 2008, in which you ask Hailey to commit in writing to Hailey's contribution to the fiscal year 2009 Blaine County emergency dispatch services, and to define the level of service Hailey would want to justify Hailey's contribution.

Hailey proposes to contribute \$64,700 to the Blaine County Communication Center operations through 12 monthly payments of \$5,391.66 each. During the first two weeks of each month beginning November, 2008, Hailey will evaluate the service it received during the previous month and assess whether it is the same service received by other jurisdictions within the county before distributing the payment to Blaine County. Specifically, Hailey will evaluate whether communication center procedures, protocol, and direction to dispatch staff are developed and implemented differently for Hailey than for other jurisdictions.

Hailey continues to affirm that the operations within the Blaine County Communication Center are fully a county function, and does not intend that its contribution to fiscal year 2009 operations to be a waiver of its position. Rather, Hailey's contribution is our effort to provide sufficient time for a full dialogue to unfold relative to the nature and structure of emergency and non-emergency communications within Blaine County.

We again thank you and the Blaine County Board of Commissioners for supporting that dialogue through Proposition 2.

Sincerely,

Rick Davis  
Mayor, City of Hailey

cc: Hailey City Council



# THE BOARD OF BLAINE COUNTY COMMISSIONERS

206 FIRST AVENUE SOUTH, SUITE 300

HAILEY, IDAHO 83333

PHONE: (208) 788-5500 FAX: (208) 788-5569

[www.blainecounty.org](http://www.blainecounty.org) [bcc@co.blaine.id.us](mailto:bcc@co.blaine.id.us)

Tom Bowman, Chairman \* Lawrence Schoen, Vice Chair \* Angenie McCleary, Commissioner

10/2/2008

Mayor Rick Davis  
115 South Main Street, Suite H  
Hailey Idaho, 83333

**RECEIVED**

OCT 03 2008

FILE RD HD CC NW

Dear Mayor Davis,

At the Hailey City Council meeting of September 8<sup>th</sup>, discussion ensued regarding the proposed Memorandum of Understanding for the funding of emergency dispatch services for fiscal year 2009. Although the Council refused to sign the MOU, there was a verbal declaration that Hailey would pay \$64,700 in twelve monthly payments with a qualifier: as long as the level of service from dispatch was not diminished.

I would request the favor of receiving that commitment in writing, and define to us what is meant by the qualifier so a staffing plan can be implemented.

The County has no desire to hire personnel without secure funding, and we need to recognize the level of risk we take with Hailey's uncertain involvement in emergency dispatch. We do have commitments in the form of signed MOU's from the Cities of Sun Valley and Ketchum, the Wood River Fire and Rescue District, and Blaine County.

As we all move forward together in good faith the City of Hailey has the opportunity to join us, and I hope you are willing to make that happen.

Sincerely,

Tom Bowman  
Chairman  
Board of Blaine County Commissioners  
788-5500 x1176

Cc:

Mayor Randy Hall  
Mayor Wayne Willich  
Mayor Jon Anderson  
Commissioner James Frehling  
Commissioner Craig Patterson  
Robert Greenlaw