



## Memorandum

To: Mayor Davis and Hailey City Council  
From: Heather Dawson, Hailey City Administrator  
RE: Woodside Boulevard Project Status Update and Discussion  
Date: November 14, 2011

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**Background:** On September 7, 2011, the Hailey City Council moved to reject the Woodside Boulevard project bids. On October 24, 2011, the Hailey City Council heard a project update from city staff and took public input on the project. Additional comments received since are attached.

**US DOT Decision:** Since the October 24 meeting, US DOT reviewed several project scope reductions proffered by the City of Hailey. City staff had NOT included for review by US DOT elimination of the traffic signal – that remains a key project component. Three proposed project scope reductions were rejected by US DOT and must remain in the project as key project components in order for the project to proceed. These include 1) sidewalks on both sides of the Boulevard, 2) the Fox Acres intersection roundabout, and 3) all of the bus shelters required in the April 8, 2011 grant agreement. These project components were deemed integral to the performance measures established within the grant agreement and upon which the grant award was based.

A project budget is attached which shows the new project figures following these US DOT decisions. Instead of being reduced by \$1.6 million as was discussed in our last meeting, the project is now reduced by \$1.2 million

US DOT also prioritized the bid alternatives that should be added back into the project if a bid is secured for less than the now \$3.8 million contractual construction amount. Those add-back alternatives are discussed more fully in the attached memorandum from the City Engineer.

**Financial Elements – Fund Balance:** A new Woodside Boulevard TIGER II Project Budget is attached showing the total project cost of \$5.7 million. Also attached are three City of Hailey Capital Fund Budget Summaries, which show different project scenarios, all of which contain the same assumptions: a) All project costs, including staff labor, city attorney costs, public involvement, engineering, public art, and construction contracts are all billed against the capital fund and 2) the Interpretive/Visitor Center and Exhibits at the rodeo grounds will be constructed/fabricated with remaining bond funds of \$458,000. No other money from the capital fund is dedicated to that building or its Exhibits.

The three Capital Fund Budget Summaries are:

1. City goes forward with both Woodside Boulevard and River Street Projects. The Capital Fund would be left **short \$454,615**. Of this shortage, approximately \$300,000 would be comprised of city labor costs on all capital projects.
2. City goes forward with Woodside Boulevard Project, discontinues River Street Project. The Capital Fund would have a fund balance at the end of the Woodside Project of **\$287,630**. The city labor cost component would be \$294,000.
3. City goes forward with River Street Project, discontinues the Woodside Project. The Capital Fund would have an unencumbered fund balance at the end of the River Street Project of **\$422,222**. The city labor cost component of all projects is estimated at \$70,000.

**Alternate Assumption:** The three summaries above would leave a higher Capital Fund balance if a different assumption were made – that city labor (including city attorney) are paid from the General Operating fund. All other costs, including contractual work for engineering and design, construction contracts, materials for the project (even if installed using city labor), public art, and public involvement efforts not done with city labor would be billed to the Capital Fund. Under this assumption, the Capital Fund Balance would be higher:

	<u>Both Projects</u>	<u>WS Blvd</u>	<u>River Street</u>
Capital Fund Balance Under First Assumption –	\$(454,615)	\$287,630	\$422,222
City Labor and Attorney Costs to General Fund –	<u>-\$300,000</u>	<u>-\$294,000</u>	<u>-\$70,000</u>
Capital Fund Balance Using Alternate Assumption –	<b>\$(154,615)</b>	<b>\$581,630</b>	<b>\$492,222</b>

Under either assumption scenario, it is not feasible to continue with both the River Street and Woodside Boulevard projects without identifying other cash resources to apply to the projects. At a minimum, the deficit \$154,615 would need to be identified, plus at least \$250,000 to establish a safe threshold within the Capital Fund for other needs. In addition to this combined amount of \$400,000, the city will want to insure that the Interpretive/Visitor Center is adequately funded should more than the remaining bond be needed. Absent such identification, the city council should choose to eliminate at least one of the projects.

**Financial Elements – Cash Flow:** It is important to note that proceeding with either the River Street Project or the Woodside Project will result in the city's need to establish an Inter-Fund Borrowing Resolution to meet the project cash flow needs. The Woodside Project will require \$4.5 million to complete, with only \$3.5 to be reimbursed through the grant. The River Street Project will cost \$752,000 more than its grant amount. The fund balance at the conclusion of either project will be less than the project match. Both the grants are reimbursement grants. It is feasible that the city will incur costs during any/all project month(s) in excess of funds available in our capital fund. During the two-week to 1-month period during which expenses have been paid and grant reimbursements are pending, the capital fund will be over-expended. In that case, the city council is allowed, by Resolution under the authority of Idaho Code Section 50-1013(k) to invest idle funds of the city in revenue anticipation

warrants or notes. Attached is an example of a Resolution entered into in 2000 by the Hailey City Council for a similar purpose.

Currently, the City's Water and Wastewater Replacement Funds have fund balances in excess of \$2.5 million. Of this amount, \$1.5 million is liquid and \$1 million is invested with average yield of 3.34%, callable in August of each year. An additional \$700,000 of liquid reserve lies within the Water Revenue Fund. Among these liquid resources an excess of \$2 million could be identified in a promissory note to the Capital Fund during the period in which grant reimbursement requests are pending.

How would this work? If the Woodside Boulevard project were mobilized in April, 2012, and construction costs at both the traffic light intersection and the boulevard itself were occurring concurrently, costs in that first month could exceed the unrestricted capital fund balance of \$1 million. For the sake of this example, let's assume those expenses would be 1.2 million, \$900,000 of which would be eligible for grant reimbursement. Hailey would increase the capital fund from its \$1 million amount with a \$200,000 revenue anticipation note (loan) from one of the other funds. It would then pay the \$1.2 million dollar project costs, and file for reimbursement of the grant eligible amount of \$900,000. Following approval of the reimbursement request, the City would receive \$900,000 from the grantor. The \$200,000 borrowed would be returned to the lending fund, and the capital fund balance would receive the remaining \$700,000, which would be the new unrestricted fund balance for the next month's expenses. This activity would continue until the grant was fully received, and the last of the project costs would be paid directly out of the remaining capital fund balance. The City Engineer estimates that project construction costs will run just under \$1 million per month. As the Capital Fund balance gets lower each month, the likelihood of needing to borrow increases.

#### Woodside Blvd

Work	Apr	May	June	July	Aug	Sept	Oct	Totals
Signal	200	100	100	0	0	0	0	400
Roundabout	0	0	100	100	100	0	0	300
Boulevard	500	500	700	700	700	500	500	4100
Monthly Total	700	600	900	800	800	500	500	4800

The City could use revenue anticipation notes (inter-fund lending) as a method by which to fund both the River Street and Woodside projects. The last several months of the project would necessarily anticipate a source of revenue other than the grants for pay-back of the note, with a lengthened pay-back period. For example, after the grant money is fully received and the city is spending the last of its capital fund for the projects, and no other additional revenue in an amount above the \$400,000 threshold needed has been identified, a revenue anticipation note for \$400,000 could be issued on a 10-year term, with \$50,000 from Local Option Tax proceeds used to pay back the \$400,000 needed plus interest (similar to the attached Resolution 2000-04). The risk of taking this approach is that the city would be completing project costs of \$6 million with only \$4 million in grants, and the inter-fund notes during the peak project months would be higher, potentially reaching our liquid lending amount of \$2 million.

Woodside Blvd & River St

Work	Apr	May	June	July	Aug	Sept	Oct	Totals
Signal	200	100	100	0	0	0	0	400
Roundabout	0	0	100	100	100	0	0	300
Boulevard	500	500	700	700	700	500	500	4,100
River St	50	10	210	410	410	110	0	1,200
Monthly Total	750	610	1110	1210	1210	610	500	6,000

**Recommendations:**

1. Make a policy decision to allocate city labor and city attorney costs for large projects from the general fund, rather than the capital fund. This action will not adversely affect the general operating fund, since the costs are already budgeted there, and will save approximately \$300,000 (if applied to both FY 2011 projects – Rodeo Grounds and Woodside, and FY 2012 projects – Woodside and River Street) of capital fund dollars for these and other projects.
2. Consider the need to hire a temporary employee to manage the project, or fill other city duties while current city staff is managing the project. According to US-DOT, the project manager should be a “city official” with the authority to make on-the-ground decisions regarding the project. We’ve learned that consultant-level project managers are free from the liability/responsibility that a city official faces during such projects. This project manager position would be different than the required CE&I inspector required by the grant.
3. Although \$458,000 remains from the Rodeo Park bond proceeds to complete the Interpretive/Visitor Center Building and Exhibits, we have preliminary estimates from our architect of \$367,000 for the building, a higher estimate of \$532,000 from our construction manager for the same building, and a preliminary estimate from our exhibits designer of \$225,000 for exhibits fabrication. The council should consider to what level of completion the interpretive center building/exhibits should be constructed and leave sufficient capital fund balance to reach that level of completion.
4. Should the council decide to proceed with only one of the two street projects, we recommend the Woodside Project be selected and the River Street project discontinued, primarily for safety improvement reasons. Financial value, community value, community investment to date, and the fact that Woodside needs only minor redesign prior to going back to bid, while River Street is only at conceptual design stage, are other reasons for this recommendation.

**Heather Dawson**

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**Subject:**

FW: Woodside Blvd. improvement project

**From:** bneiwert@powereng.com [mailto:bneiwert@powereng.com]

**Sent:** Tuesday, October 25, 2011 5:21 PM

**To:** Heather Dawson

**Subject:** Woodside Blvd. improvement project

Heather: Thank you so much for taking the time to discuss the status of the Woodside Blvd. project with me this afternoon. I was unable to attend the meeting last evening on Oct. 24<sup>th</sup> due to work commitments out of town. In our discussion you mentioned that the city is considering several options to "down scope" the project in order to get project bids in alignment with the grant funds. I would like to suggest a possible option that may help meet this goal. If the entire effort to build the round-about at the intersection of Woodside and Fox Acres was put into the bidding documents as a bid option it may help meet this goal. If the bids are submitted in an amount that allows for the remainder of the project and the optional roundabout to be built then you have the entire project built as desired. If however the bids come in that so that the grant only covers the base part of the bid and the round-about is left out of the scope, then the city will still be able to upgrade the entire Woodside corridor with sidewalks, curb, gutter and new pavement. This will then leave the round-about as a stand-alone project that can be executed at a later date when the funds are available and the construction impact will be restricted to just that intersection rather than the entire Woodside corridor. I do not know what impact deleting the round-about from the primary scope would have, but I would think that it would be fairly significant.

Thanks for allowing me to comment, and I appreciate your consideration.

Barry Neiwert

Governance & Services Director

POWER Engineers, Inc.

208-788-3456

## Heather Dawson

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**Subject:** FW: Woodside Boulevard Improvements / City Council Project Update / October 24, 5:30 p.m.

Hello Nesbit -

Were you able to access the link to our website, and if so, did that information give you the answers you need? If not, do please give me a call. 788-4221 ext 18.

Thank you.

Heather Dawson

-----Original Message-----

From: Heather Dawson

Sent: Tuesday, October 25, 2011 4:20 PM

To: 'nesbitn@cox.net'

Subject: FW: Woodside Boulevard Improvements / City Council Project Update / October 24, 5:30 p.m.

Hello Nesbit -

Last night's discussion with the city council was non-decision making. The intent of the discussion was to fully inform the interested public and the council as to the status of staff's work to date as we continue our efforts to get a project bid that we can afford. All the information presented at that meeting is on our website, pages 87-95 at the following link: [http://haileycityhall.org/cityCouncil/Supporting\\_Documents/102411/Public%20hearing.pdf](http://haileycityhall.org/cityCouncil/Supporting_Documents/102411/Public%20hearing.pdf)

There was some discussion and opinion from the public, and some questions from the council. All of this helped prepare the community for decisions which will be made at our next city council meeting on Nov 14. We were not able to discuss decisions yet, because, as the materials show, we are waiting for information from our grantor which will influence those decisions.

Please feel free to call me with questions after you've read the material. Thanks for staying connected with this project.

Heather Dawson

Hailey City Administrator

208-788-4221 ext 18

-----Original Message-----

From: nesbitn@cox.net [mailto:nesbitn@cox.net]

Sent: Friday, October 21, 2011 6:16 PM

To: Tracy Anderson

Subject: Re: Woodside Boulevard Improvements / City Council Project Update / October 24, 5:30 p.m.

Tracy,

Thanks for the heads up on the meeting, but I will be teaching that night at that time. Where can I get the information shared at this meeting? I am still very interested to find the outcome of the meeting, regarding what will or will not be able to happen to the plans developed for Woodside blvd.

Many Thanks,

Nesbit Hatch

Woodmont condos, unit F-1

740 Red Ash Drive

# City Engineer Memo

**To:** Mayor Rick Davis  
City Council Members

**CC:** Heather Dawson, City Administrator  
Ned Williamson, City Attorney

**From:** Tom Hellen, City Engineer

**Date:** 11/9/2011

**Re:** Woodside Boulevard Scope Reductions

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The attached sheet was received from FHWA to outline the decision of the Department of Transportation on our requested scope reductions for the Woodside Boulevard project. The top three items in the No category will not be accepted by DOT for removal from the project. The first two are not a surprise to me as they were clearly a part of our application and grant agreement. The third item was included in the No category because one of our project performance measures is increased transit ridership and having a place to wait for a bus during inclement weather was seen as an important piece of the project.

The next four items, 4 – 7, are listed in the priority that DOT wants for the add back alternative bidding process. All of the removed bus pullouts are first, then the overlay section, return the sidewalks to 6' and finally go back to thermoplastic instead of paint for road markings. DOT has said that they have the decision on the priority in which items are added back in with one caveat. We can add the bus shelters back in one or two at a time and we can select which location is first, second, third, etc. I should also note that there are 10 bus pullouts to be added back in, not the 5 noted on the sheet.

The last three items are not priority items from FHWA. Going to a 1 year construction schedule will be addressed during the grant agreement revision. Using city labor for some items was given to us as a prerogative which removes those elements from bidding. The irrigation trunk line will still be installed (with Water Department funds) and landscaping including topsoil, sodding and seeding are still in the scope of work to be bid.

The costs shown on this sheet are my estimates from reducing the scope of work but are only approximate and are subject to a new bidding process.

TOTAL REDUCTION IN SCOPE

ITEM NO.	DESCRIPTION	JULY 27, 2011 BID PRICES		REVISED SCOPE ESTIMATE		NOTES:	Quantity/Reduc C-101
		QUANTITY	UNIT PRICE	TOTAL COST	QUANTITY		
<b>SCHEDULE A</b>							
<b>DIVISION 200 - EARTHWORK</b>							
201.4.1.A.1	Clearing, Grubbing & Tree Removal < 6-inch Dia.	9.6	\$2,360.00	\$22,861.60	9.6	\$2,360.00	\$22,861.60
201.4.1.B.1	Removal of Bituminous Surface	63,195	\$1.10	\$69,514.50	63,195	\$1.10	\$69,514.50
201.4.1.D.2	Removal of Existing Concrete	1,921	\$3.70	\$7,107.70	1,921	\$3.70	\$7,107.70
201.4.1.D.2	Removal of Existing Storm Drain Pipe	385	\$33.00	\$12,705.00	385	\$33.00	\$12,705.00
201.4.1.E.1	Removal of Existing Concrete Curb & Gutter	800	\$5.95	\$4,760.00	800	\$5.95	\$4,760.00
201.4.1.E.2	Removal of Existing Retaining Wall	91	\$10.20	\$928.20	91	\$10.20	\$928.20
201.4.1.F.3	Removal of Existing Catch Basin	11	\$280.00	\$3,080.00	7	\$280.00	\$1,960.00
201.4.1.F.1	Removal of Existing Catch Basin	1	\$280.00	\$280.00	1	\$280.00	\$280.00
201.4.1.F.2	Removal of Existing Catch Basin	1	\$280.00	\$280.00	1	\$280.00	\$280.00
201.4.1.F.4	Relocate Existing Mail Box (Temporary for Construction)	12	\$83.50	\$1,002.00	12	\$83.50	\$1,002.00
201.4.1.F.4	Relocate Existing Mail Box (Temporary for Construction)	1	\$420.00	\$420.00	0	\$420.00	\$0.00
201.4.1.F.6	Reconstruct Existing Bench	36,700	\$8.15	\$299,105.00	36,700	\$8.15	\$299,105.00
202.4.1.A.1	Excavation & Embankment	6,000	\$15.30	\$91,800.00	6,000	\$15.30	\$91,800.00
202.4.5.B.1	Unsuitable Material Excavation (Soil Spot Repair)		Subtotal:	\$537,652.70		Subtotal:	\$511,979.50
<b>DIVISION 300 - TRENCHING</b>							
303.4.1.C.1	Exploratory Excavation	6	\$1,100.00	\$6,600.00	6	\$1,100.00	\$6,600.00
			Subtotal:	\$6,600.00		Subtotal:	\$6,600.00
<b>DIVISION 400 - WATER</b>							
<b>DIVISION 600 - CULVERTS, STORM DRAINS, AND GRAVITY IRRIGATION</b>							
601.4.1.A.1	30-inch Storm Drain Culvert, Corrugated Galvanized Steel Pipe (CGSP)	100	\$83.20	\$8,320.00	100	\$83.20	\$8,320.00
601.4.1.A.2	36-inch Storm Drain Culvert, Corrugated Galvanized Steel Pipe (CGSP)	10	\$175.00	\$1,750.00	10	\$175.00	\$1,750.00
601.4.1.A.3	12-inch Storm Drain Pipes, Corrugated Exterior Smooth Interior Polyethylene (Perforated CPP)	952	\$22.40	\$21,324.80	952	\$22.40	\$21,324.80
601.4.1.A.4	12-inch Storm Drain Pipes, Corrugated Exterior Smooth Interior Polyethylene (CPP)	2,009	\$24.00	\$48,216.00	2,009	\$24.00	\$48,216.00
601.4.1.A.5	60"x51" Storm Drain Culvert, Corrugated Galvanized Steel Pipe (CGSP)	20	\$203.00	\$4,060.00	20	\$203.00	\$4,060.00
601.4.1.A.6	60"x48" Storm Drain Culvert, Corrugated Galvanized Steel Pipe (CGSP)	103	\$271.00	\$27,913.00	103	\$271.00	\$27,913.00
601.4.1.A.7	8-inch Storm Drain Pipes, Corrugated Exterior Smooth Interior Polyethylene (CPP)	344	\$20.00	\$6,880.00	344	\$20.00	\$6,880.00
601.4.1.A.8	8-inch Storm Drain Pipes, Corrugated Exterior Smooth Interior Polyethylene (CPP)	23	\$1,456.00	\$33,488.00	23	\$1,456.00	\$33,488.00
601.4.1.A.9	Storm Drain Manhole 48-inch Dia. Concrete (See Plan Detail)	9	\$2,600.00	\$23,400.00	9	\$2,600.00	\$23,400.00
601.4.1.A.10	Storm Drain Manhole 24-inch Dia. Concrete (See Plan Detail)	35	\$1,685.00	\$58,975.00	35	\$1,685.00	\$58,975.00
602.4.1.A.1	Catch Basin Type I, Inlet Frame & Grate (See Plan Detail)	41	\$2,255.00	\$92,455.00	41	\$2,255.00	\$92,455.00
602.4.1.F.1	Catch Basin Type II, Inlet Frame, Grate & Snot (See Plan Detail)	11	\$780.00	\$8,580.00	11	\$780.00	\$8,580.00
602.4.1.F.2	Catch Basin 8-inch Plastic Inlet, Frame, Grate & Misc. Filings		Subtotal:	\$336,057.80		Subtotal:	\$335,361.80
602.4.1.F.3	Concrete Cast In Place Curbed Bicycle Ramp (See Plan Detail)	6	\$105.00	\$630.00	6	\$105.00	\$630.00
703.4.1.A.2	Portland Cement Concrete Pavement - Class 3000 PSI, 6-inch Thick (Decorative Surface)	645	\$42.25	\$27,251.25	645	\$42.25	\$27,251.25
703.4.1.A.2	Portland Cement Concrete Pavement - Class 3000 PSI, 6-inch Thick (Decorative Surface)	317	\$72.20	\$22,867.40	317	\$72.20	\$22,867.40
703.4.1.A.3	3-inch Thickened Edge Rolled Curb & Gutter (See Plan Detail)	500	\$12.75	\$6,375.00	500	\$12.75	\$6,375.00
706.4.1.A.2	Standard 8-inch Vertical Curb & Gutter (See Plan Detail)	1,809	\$16.45	\$29,754.05	1,809	\$16.45	\$29,754.05
706.4.1.A.5	Roundabout Central Island Cement Concrete Curb (See Plan Detail)	147	\$19.15	\$2,815.05	147	\$19.15	\$2,815.05
706.4.1.A.5	Change all Valley gutters to 2' width		Subtotal:	\$119,115.00		Subtotal:	\$119,115.00
706.4.1.A.5	Remove at south parking areas		Subtotal:	\$24,823.05		Subtotal:	\$24,823.05
706.4.1.A.5	Remove Pedestrian refuge at Laurelwood		Subtotal:	\$16.45		Subtotal:	\$16.45
706.4.1.A.5	Remove Bus Pullouts except on Fox Acres & Laurelwood		Subtotal:	\$19.15		Subtotal:	\$19.15
706.4.1.A.5	Additional 3" C&G at Bus Stops		Subtotal:	\$6,375.00		Subtotal:	\$6,375.00
706.4.1.A.5	Remove Bus Pullouts except on Fox Acres & Laurelwood		Subtotal:	\$119,115.00		Subtotal:	\$119,115.00
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706.4.1.A.5	Remove at south parking areas		Subtotal:	\$24,823.05		Subtotal:	\$24,823.05
706.4.1.A.5	Remove Pedestrian refuge at Laurelwood		Subtotal:	\$16.45		Subtotal:	\$16.45
706.4.1.A.5	Remove Bus Pullouts except on Fox Acres & Laurelwood		Subtotal:	\$19.15		Subtotal:	\$19.15
706.4.1.A.5	Additional 3" C&G at Bus Stops		Subtotal:	\$6,375.00		Subtotal:	\$6,375.00
706.4.1.A.5	Remove Bus Pullouts except on Fox Acres & Laurelwood		Subtotal:	\$119,115.00		Subtotal:	\$119,115.00
706.4.1.A.5	Remove Pedestrian refuge at Laurelwood		Subtotal:	\$16.45		Subtotal:	\$16.45
706.4.1.A.5	Change all Valley gutters to 2' width		Subtotal:	\$19.15		Subtotal:	\$19.15
706.4.1.A.5	Remove at south parking areas		Subtotal:	\$24,823.05		Subtotal:	\$24,823.05
706.4.1.A.5	Remove Pedestrian refuge at Laurelwood		Subtotal:	\$16.45		Subtotal:	\$16.45
706.4.1.A.5	Remove Bus Pullouts except on Fox Acres & Laurelwood		Subtotal:	\$19.15		Subtotal:	\$19.15
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706.4.1.A.5	Remove Bus Pullouts except on Fox Acres & Laurelwood		Subtotal:	\$119,115.00		Subtotal:	\$119,115.00
706.							





CITY OF HAILEY  
WOODSIDE BOULEVARD TIGER II GRANT BUDGET

	Grant Application Estimates	Costs per Bid Opening	Difference	Total Expenses to Date	Grant Eligible Match Expenses to Date	\$1.6 million Downscope as Proposed to US DOT	\$1.2 million Downscope APPROVED by US DOT
<b>FUNDING SOURCES</b>							
Grant Request - FHWA	3,500,000	3,500,000				3,500,000	3,500,000
Capital Fund: Engr & Const	800,000	2,867,016	2,067,016			415,034	800,396
In-Kind Labor (Capital or Operating)	110,000	172,308	62,308			128,560	203,787
Copper Ranch PUD Contribution		45,000	45,000			8,500	45,000
Water Dept - Irrigation		211,295	211,295			251,825	251,285
<b>TOTAL</b>	<b>4,410,000</b>	<b>6,795,619</b>	<b>2,385,619</b>			<b>4,303,919</b>	<b>4,800,468</b>
<b>COSTS for BID</b>							
Construction	3,750,000	4,537,881	787,881			3,495,892	3,817,452
Engineering - Prior to 4/8/2011	550,000	644,052	94,052	436,374			
Engineering - After agreement signed				204,952	204,952	125,000	146,500
Legal & Permits				2,200	2,200		
Engineering CO#2 w/Public Involvement		182,578	182,578	182,578	182,578		
City Labor - prior to agreement		19,696	19,696	19,696			
City Labor - after agreement signed	110,000	24,052	(85,948)	24,052	24,052		
Supplies, other costs incurred				1,994	1,994		
<b>TOTAL</b>	<b>4,410,000</b>	<b>5,408,259</b>	<b>998,259</b>	<b>871,847</b>	<b>415,776</b>	<b>3,620,892</b>	<b>3,963,952</b>
<b>Additional Costs:</b>							
JUB Design Clarifications		30,000	30,000			30,000	30,000
Public Involvement		20,000	20,000			20,000	20,000
CE&I Consultant		400,000	400,000			279,672	305,396.16
Material Testing		50,000	50,000			50,000	50,000
Walbert/Welard Driveways		20,000	20,000				20,000
Public Art		45,000	45,000	28,540		128,560	16,460
City Labor		128,560	128,560			174,795	203,787
Contingency		693,800	693,800			683,027	190,873
<b>Total Additional Costs</b>		<b>1,387,360</b>	<b>1,387,360</b>	<b>28,540</b>		<b>836,516</b>	<b>836,516</b>
<b>Design, Const, Inspection</b>	<b>4,410,000</b>	<b>6,795,619</b>	<b>2,385,619</b>	<b>900,386</b>		<b>4,303,919</b>	<b>4,800,468</b>
<b>Public Art Remaining Under Contract</b>				<b>16,460</b>			
<b>Total Project Cost</b>	<b>4,410,000</b>	<b>6,795,619</b>	<b>2,385,619</b>	<b>916,846</b>		<b>5,220,765</b>	<b>5,717,314</b>





CITY OF HAILEY BUDGET CAPITAL SUMMARY

CAPITAL FUND

	FYE 2010 Budget	FYE 2010 Actual	FYE 2011 Budget	FYE 11 Actual	FYE 2012 Proposed	FYE 13
<b>REVENUE</b>						
<i>Capital Fund Balance at Start of year</i>	2,765,687	2,765,687		6,033,273	1,954,993	862,222
Countryside Light payment - Reimb	0	28,638	0	0	0	0
Property Sales	0	0	0	0	0	0
State Shared Grant (SR2S...)	0	0	0	0	0	0
GO Bond Rev (OH)	0	14,820	0	308,050	0	0
Donations Capital Projects (Hailey Rodeo Park)	0	3,100	0	0	0	0
Donations - Public Art	0	43,528	75,000	25,061	10,000	5,000
Interest	0	10,596	0	24,662	0	0
Sidewalk In Lieu Fees	0	49,000	0	0	0	0
Sweatwater Parks In-Lieu fees received 3/11	0	81,313	25,000	54,044	30,000	50,000
Corpor Ranch PUD required contribution to WS Blvd	0	55,547	200,000	0	0	0
Development Impact Fees	0	0	0	0	0	0
Amortization Fees - Old Cullers	0	0	0	0	0	0
Transfer from Water Fund for Irrigation System Installation	0	3,501,029	0	0	0	0
Hailey Rodeo Park Bond Proceeds	0	3,767,572	300,000	411,817	40,000	55,000
<b>FROM DEPARTMENT EXPENSE BUDGETS</b>						
PARKS - Grounds Improvements (Keeler Plaza)	140,000	0	20,000	0	0	0
Town Entryway, WS Blvd Public Art	0	7,647	12,761	35,118	0	0
Park Surface Water Irrigation Systems (Curtis and Deerfield)	0	31,694	36,000	9,077	0	0
JC Fox Bldg Energy Improvements (Window seals)	0	16,305	20,000	0	10,000	0
JC Fox Bldg Mural	0	0	0	0	2,000	0
Donations to Fox Bldg, Mural	0	15,000	15,000	0	0	0
Lighted Crosswalk Signage	0	45,770	20,000	0	0	0
Sidewalk Projects	47,000	0	15,000	0	0	0
Street and Driveway Projects	85,000	0	15,000	0	0	0
Rodeo Park Area and Site Improvements	0	389,848	3,500,000	3,179,305	21,500	4,319,987
Rodeo Park Public Art	0	15,000	70,000	17,750	0	0
Rodeo Park Skate Art	0	0	0	191,018	0	0
Interpretive Center Exhibits Design	0	37,000	0	0	0	0
Grants and Donations for Interpretive Center Exhibits Design	0	(12,000)	0	0	0	0
Interpretive Center Exhibits Fabrication	0	0	0	0	0	0
Interpretive Center Construction	0	0	0	0	0	0
Woodside Blvd - Initiat Design, Grant Agreement Prep, and Public Art	0	464,610	630,000	464,610	159,565	300,000
Woodside Blvd Match Eligible - Bld Package and costs from 4/8/11	0	215,776	0	0	18,760	0
Woodside Blvd Engineer's Construction Estimate	0	0	0	0	0	0
Grant Proceeds from TIGER II	0	0	500,000	37,854	742,245	75,000
River Street Grant Match - pending	0	0	0	0	500,000	0
River Street Grant funded portion of project	0	0	0	0	(500,000)	0
Grant Proceeds from River Street Grant - pending	0	0	0	0	0	0
Safe Routes to School (Woodside FYE 11, Elm St FYE 13)	0	30,242	0	0	0	0
Grant Proceeds from State	0	(28,950)	0	0	0	(65,652)
Fox Demonstration Gardens	0	37,496	0	0	0	0
Grant Proceeds from M Dept of Lands (CTE)	0	(26,798)	0	0	0	0
McKercher Park RV Dump Station	0	66,876	0	0	0	0
Grant Proceeds from IDPR	0	(40,976)	0	0	0	0
Plow Truck (DIF FYE 11)	100,000	0	100,000	0	132,000	0
Fire Truck DIF FYE 12	0	0	150,000	52,608	100,000	0
Fox Bldg HVAC Repl - EECBG grant award	0	0	(150,000)	0	(50,000)	0
Fox Bldg HVAC (not included above, as is part of GRANTS)	0	3,622	0	0	0	0
HFD Preliminary Station Work	0	0	0	0	0	0
<b>TOTAL CAPITAL PROJECTS EXPENSES</b>	<b>372,000</b>	<b>519,886</b>	<b>4,938,761</b>	<b>4,490,097</b>	<b>1,132,770</b>	<b>309,148</b>

	FYE 2010 Budget	FYE 2010 Actual	FYE 2011 Budget	FYE 11 Actual	FYE 2012 Proposed	FYE 13
<b>FROM CAPITAL RESERVE FOR FUTURE CIP</b>						
FUND Balance for Capital Projects	2,393,587	6,033,273	1,954,993	862,222	608,074	183,102
Development Impact Funds Balance	0	370,663	313,885	181,865	183,102	2,750
Public Art Funds Balance	0	93,626	97,363	35,372	0	0
Parks In Lieu Fees Balance	0	35,992	0	0	0	0
Sidewalk In Lieu Fees Balance	0	10,596	0	0	0	0
Hailey Rodeo Park Bond Proceeds	0	3,183,974	450,565	300,000	517,257	185,852
Total restricted funds	0	3,694,781	999,633	669,633	517,257	185,852
<b>TOTAL FOR CAPITAL PROJECTS</b>	<b>2,393,587</b>	<b>10,301,737</b>	<b>3,723,471</b>	<b>1,651,520</b>	<b>1,728,333</b>	<b>372,704</b>

RESOLUTION NO. 2000-04

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HAILEY, BLAINE COUNTY, IDAHO, FINDING AND DECLARING, PURSUANT TO ARTICLE 8, SECTION 3, OF THE IDAHO CONSTITUTION, CERTAIN SEWAGE TREATMENT PLANT INDEBTEDNESS AND EXPENDITURES TO BE ORDINARY AND NECESSARY EXPENSES OF THE CITY; AUTHORIZING THE BORROWING OF THE SUM OF NOT TO EXCEED \$500,000 BY THE WOODSIDE WASTEWATER TREATMENT PLANT PROJECT CONSTRUCTION FUND FROM THE WATER REPLACEMENT FUND FOR COMPLETION OF THE WOODSIDE WASTEWATER TREATMENT PLANT PROJECT; PROVIDING FOR THE REPAYMENT OF SAID LOAN, WITH INTEREST, OVER A PERIOD OF NOT TO EXCEED TEN (10) YEARS; PROVIDING FOR RELATED MATTERS; AND PROVIDING AN EFFECTIVE DATE

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HAILEY, BLAINE COUNTY, IDAHO, as follows:

Section 1: The Hailey City Council hereby finds, determines, and declares:

- A. On May 27, 1997, at a special revenue bond election duly called and conducted by the City of Hailey (the "City"), the electors of the City approved the incurring of an indebtedness and the issuance of sewer revenue bonds in an amount not to exceed \$4,500,000 for the purpose of paying the costs of a project for the construction of a new wastewater treatment facility and related improvements known as the Woodside Wastewater Treatment Plant Construction Project (the "Project").
- B. The Project, which was initially designed and budgeted in 1997, requires an additional \$500,000 for completion.
- C. Completion of the Project is essential to the health, safety, and welfare of the City and its inhabitants, and the Council has determined to borrow the sum of \$500,000 from other idle funds of the City for the purpose of completing the Project.
- D. The incurring of an indebtedness and the expenditure of funds for the purpose of completing the Project constitute "ordinary and necessary expenses authorized by the general laws of the state" within the meaning of Article 8, Section 3, of the Constitution, for which no additional approval of the electors is required.

- E. The investment of idle funds of the City in warrants or notes of the Woodside Wastewater Treatment Plant Project Construction Fund is authorized by Section 50-1013, Idaho Code.
- F. It is the intent of the City Council to amend the Annual Appropriation Ordinance of the City for the 1999-2000 fiscal year to appropriate the amount of \$500,000 for the foregoing purpose.

Section 2: The issuance of a promissory note or other evidence of indebtedness of the City to the Water Replacement Fund in an amount of not to exceed \$500,000, payable over a term of not to exceed ten (10) years and bearing interest, determined on an annual basis, at the average rate of interest which the borrowed funds would have earned had they remained invested in the Idaho State Treasurer's Investment Pool account established for the City's Water Replacement Fund, is hereby authorized and approved, and the Mayor and City Clerk-Treasurer are hereby authorized to execute the same on behalf of the City. The City reserves the right to repay all or any part of the loan at any time without penalty.

Section 3: Repayment of the foregoing loan shall be made from the City's Water and Sewer User Fund. In addition, all Development Annexation Fees collected by the City are hereby pledged to the repayment of the loan until the loan is paid in full.

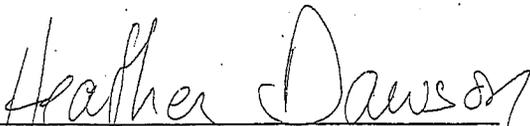
Section 4: This resolution shall take effect and be in force from and after its passage and approval.

DATED this 1st day of May, 2000.

CITY OF HAILEY  
Blaine County, Idaho

By   
Brad Siemer, Mayor

ATTEST:

  
Heather Dawson, City Clerk

## Heather Dawson

---

**From:** Tom Hellen  
**Sent:** Wednesday, November 09, 2011 5:39 PM  
**To:** Heather Dawson  
**Subject:** FW: Woodside Re-scope Cost Estimate  
**Attachments:** Woodside Project Scope Revision Design Estimate 11\_9\_11.pdf

Haven't looked at it yet.

Tom Hellen  
Public Works Director/City Engineer  
(208) 788-9830 X14

Please be aware that all email correspondence is public record

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**From:** Lori Labrum [mailto:[llabrum@jub.com](mailto:llabrum@jub.com)]  
**Sent:** Wednesday, November 09, 2011 5:18 PM  
**To:** Tom Hellen  
**Cc:** Tim Blair  
**Subject:** Woodside Re-scope Cost Estimate

Hi Tom,

Attached is the cost estimate that represents the design effort associated with the re-scoping and re-bidding of the Woodside Blvd project. The following is a list of assumptions that relate to the attached cost:

- The City will provide all of the Utility Company Coordination
- The City will provide all property owner coordination
- J-U-B will provide one set of plans and specifications to the City for bidding purposes
- The City will complete all necessary mailings
- This cost does not include any travel costs for J-U-B personnel
- This cost assumes no design work is required at the SH 75/Woodside Blvd traffic signal
- This cost includes Add Alternatives for the bus pullouts and the overlay section only.
- This cost includes curb line revisions at the bus pullouts, on-street parking and traffic calming areas
- This cost includes revision of the sidewalk from 6' to 5', but does not includes add alternative for a 1' sidewalk add back in.
- This cost includes marking plan updates to remove thermoplastic
- This cost includes revision of the "front-end" specifications documents to reflect the add alternative bidding
- This cost assumes that the City will take care of the bidding process

Please let me know if you have any questions.

Thanks a lot,  
Lori

Lori L Labrum, P.E., P.T.O.E.  
Project Manager

J-U-B ENGINEERS, Inc.  
2875 South Decker Lake Dr. Suite 575, Salt Lake City, UT 84119

**Woodside Boulevard Reconstruction Project**  
 Project Scope Revisions - Design Fee Estimate  
 Hailey, Idaho

<b>Scope Changes</b>		
<b>SUMMARY OF PROFESSIONAL SERVICES LABOR FEES</b>		
A.	SH-75 SIGNAL DESIGN AND PLANS	\$0
B.	FOX ACRES INTERSECTION / ROUNDABOUT DESIGN	\$0
C.	NORTH WOODSIDE BOULEVARD RECONSTRUCTION	\$58,324
D.	SOUTH WOODSIDE BOULEVARD RECONSTRUCTION	\$45,538
E.	PUBLIC INVOLVEMENT	\$0
F.	PROJECT ADMINISTRATION	\$11,100
<b>TOTAL LABOR COSTS:</b>		<b>\$114,962</b>
<b>REIMBURSABLES</b>		
	MILEAGE:	\$500
	PRINTING:	\$300
	MAILINGS:	\$100
	PER DIEM:	\$0
<b>TOTAL REIMBURSABLES:</b>		<b>\$900</b>
<b>TOTAL PROPOSED FEE: \$115,862</b>		





**Woodside Boulevard Reconstruction Project**  
 Project Scope Revisions - Design Fee Estimate  
 Hailey, Idaho

TASK DESCRIPTION	QA/QC		Project Manager		Project Engineer		Traffic Engineer		Senior Designer		Engineer/Designer		Drafting		Landscape Arch.		Drainage Engineer		Public Involvement		Clerical		TOTAL
	\$1,000	\$150	\$120,000	\$110,000	\$115,000	\$80,000	\$75,000	\$100,000	\$115,000	\$80,000	\$100,000	\$75,000	\$100,000	\$120,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	
<b>Project Scope Revisions</b>																							
<b>C. SOUTH WOODSIDE SUBMITTAL PACKAGE</b>																							
1 Prepare Utility Plans / Utility Plan Coordination Final Coordination with Utility Companies Finalize Utility Plans			2	3																			\$0
2 Drainage Design / Drainage Plans and Details Evaluate Drainage Impacts from Revised Design Prepare 100% Drainage Plan Sheets			6	40																			\$3,600
3 Roadway Plan and Profile Construction Plan Sheets Develop Final Plan and Profile Sheets w/ Add AIs			6	40																			\$19,900
4 Prepare Intersection Details Calculate Intersection Grades Prepare Intersection Plan and Detail Sheets (6 Sheets Anticipated)																							\$4,120
5 Driveway Approaches / Details Calculate / Design Driveway Grades Prepare Driveway Approach Detail Sheets																							\$5,220
6 Prepare Typical Sections Finalize Typical Roadway Sections																							\$500
7 Signing / Striping Plans Prepare Signing / Striping Plans																							\$340
8 Calculate Roadway Quantities Calculate Roadway Quantities																							\$1,440
10 Internal QA/QC Review 100% plan QA/QC Review			6	6	8																		\$2,880
11 Assemble and Submit 100% Design Package to City for Review Incorporate QA/QC Comments into 100% Plans Assemble Plans and Specifications / Cost Estimate																							\$2,010
12 Incorporate City Comments into Final PS&E Plans Review / Assemble City Comments for Distribution to Team Address Comments in Writing to City			2	4																			\$820
13 Finalize Plans Finalize Construction Plans and Specifications			2	2																			\$1,660
14 Prepare Final PS&E Package / QC Review Assemble Final PS&E Package																							\$0
15 Submit PS&E Package to City and FHWA Assemble and Submit Final PS&E Package to City and FHWA																							\$0
16 Bidding Assistance Address Contractor Questions / Phone Calls / Bid Advertisements Attend Pre-Bid Meeting			6	22	95																		\$45,538
			\$1,008	\$3,300	\$11,520	\$0	\$57,500	\$9,500	\$11,400	\$0	\$2,400	\$0	\$19,900	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$45,538
<b>TOTAL PROPOSED FEE:</b>																						<b>\$45,538</b>	



**Woodside Boulevard Reconstruction Project**  
 Project Scope Revisions - Design Fee Estimate  
 Halley, Idaho

TASK DESCRIPTION	QA/QC	Project Manager	Project Engineer	Traffic Engineer	Senior Designer	Engineer/Designer	Drafter	Landscape Archt.	Drainage Engineer	Public Involvement	Clerical	TOTAL
	\$168	\$150	\$120.00	\$110.00	\$115.00	\$80.00	\$75.00	\$100.00	\$120.00	\$109.50	\$50	
<b>F. PROJECT ADMINISTRATION</b>												
1. Progress Meetings												
Team Meetings (bi-weekly)		10	10									\$2,700
Misc. Internal Progress meetings												\$0
2. Project Management and Coordination with City and FHWA												
Project Oversight and Coordination		30	10									\$5,700
Bi-weekly phone calls with City		10	10									\$2,700
	0	50	30	0	0	0	0	0	0	0	0	\$11,100
	\$0	\$7,500	\$3,600	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$11,100
<b>TOTAL PROPOSED FEE:</b>											<b>\$11,100</b>	

**AGENDA ITEM SUMMARY**

**DATE:** 11/14/11 **DEPARTMENT:** Public Works/Finance

**DEPT. HEAD SIGNATURE:** HD

**SUBJECT:**

Consideration of River Street Project Grant Agreement

**BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:**

Hailey was awarded a HUD Idaho Department of Commerce Block Grant in June, 2011. The grant agreement has been prepared for the city council's consideration.

**FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:**

Caselle # \_\_\_\_\_  
Budget Line Item # \_\_\_\_\_ YTD Line Item Balance \$ \_\_\_\_\_ 6 \_\_\_\_\_  
Estimated Hours Spent to Date: \_\_\_\_\_ Estimated Completion Date: \_\_\_\_\_  
Staff Contact: \_\_\_\_\_ Phone # \_\_\_\_\_  
Comments:

Fiscal Impacts are discussed at length in a related agenda item regarding the Woodside Boulevard Project. The fiscal challenges are further compounded by the bankruptcy filing by the Old Cutters development. A November 2011 receivable in excess of \$800,000 from that development will not be received by the City from that developer in the near future.

**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:**

Hailey does not have sufficient funds to enter into this agreement, nor sufficient time to identify funding replacement strategies in order to carry out the agreement in the required time frame. The project property is within the proposed Urban Renewal District, and should be eligible for similar improvements under a future public/private partnership or URA grant application.

We recommend denial of this grant agreement.

**FOLLOW-UP REMARKS:\***

IDAHO COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

CFDA #: 14.228

GRANTEE NAME: City of Hailey  
GRANTEE ADDRESS: 115 Main Street S., Hailey, ID 83333  
GRANTEE DUNS NO: 169191517 GRANTEE CAGE Code. 3HM61

PROJECT TITLE: Hailey Downtown Revitalization Project  
CONTRACT NO.: ICDBG-11-IV-13-ED

This Contract is made pursuant to the Idaho Community Block Grant Program (ICDBG) and is entered into between the Idaho Department of Commerce (DEPARTMENT), and the City of Hailey (GRANTEE).

The DEPARTMENT and GRANTEE hereby agree as follows:

1. **Compliance Requirements:** GRANTEE, sub-recipients, contractors, and subcontractors, receiving ICDBG funds shall comply with 24 CFR, part 570 Community Development Block Grants and applicable subparts as amended; the terms and conditions of Federal Grant Number B-11-DC-16-0001; the procedures in the DEPARTMENT's ICDBG Application Handbook and Grant Administration Manual; and the DEPARTMENT's most current consolidated plan. GRANTEE shall also comply with the federal laws and adopted citizen participation plan as certified to by the chief elected official on the certification page of the GRANTEE's application.
2. **ICDBG Amount:** The maximum amount of ICDBG assistance awarded by this Contract is Five Hundred Thousand Dollars (\$500,000).
3. **Match:** GRANTEE shall provide Seven Hundred Forty Six Thousand, Five Hundred and Thirty Eight Dollars (\$746,538) in matching funds for the purposes of completing this project. In the event costs exceed the total dollars budgeted for the project, GRANTEE shall be responsible for providing the additional funds needed to complete the project.
4. **The Project:** Attached hereto as Attachment "A" and incorporated herein is the Scope of Work and Project Schedule. At a minimum, Attachment "A" shall consist of the following components:
  - a. Construction Scope of Work
  - b. Design professional and grant administration
  - c. Furthering Fair Housing Plan
  - d. 504 Accessibility and Transition Plan
  - e. National Objective
  - f. State goals and strategies
  - g. Schedule
5. **Environmental Standards and Conditional Commitment of Funds:** GRANTEE and not the Sub-recipient hereby assumes responsibility for the completion of an environmental review process under the National Environmental Policy Act of 1969 (42 U.S.C. 4321 et seq.) and related laws, as furthered by HUD regulations contained in 24 CFR part 58 and the ICDBG Grant Administration Manual. Notwithstanding any provision of this Contract, the parties hereto agree and acknowledge that this Contract does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only after satisfactory completion of the ICDBG's environmental review process under 24 CFR Part 58 and issuance of the DEPARTMENT's Notice of Concurrence. The parties further agree that the payment of any funds by the DEPARTMENT under this Contract is conditioned on the DEPARTMENT's determination, in its sole discretion, to proceed with, modify or cancel the project based on the results of a subsequent environmental review and agreement upon and implementation of the mitigation measures required by the DEPARTMENT pursuant to Section 6 of this Contract.

6. **Mandatory Mitigation Measures:** The GRANTEE must implement the mitigation measures as identified in Attachment "C".
7. **Sub-recipient Agreements:** Not Applicable.
8. **Additional Assurances:** GRANTEE shall remain fully obligated under this Contract notwithstanding GRANTEE's designation of third parties for the undertaking of all or any part of the Project that is the subject matter of this Contract.
9. **Special Conditions:** Not Applicable
10. **Relationship of Contracting Parties and Indemnification:** Grantee specifically recognizes and acknowledges that nothing contained in this Agreement shall create, or be deemed to create between GRANTEE and the DEPARTMENT any principal-agent, master-servant, joint venture or employer-employee relationship. GRANTEE is solely responsible for the completion of the project, and agrees to complete the project in accordance with the terms of this Contract.

GRANTEE shall defend, protect, and hold harmless the Department and the State of Idaho, and all officers, employees, and agents thereof, against all claims, suits or actions arising from any act of omission or commission of GRANTEE or any of its employees, Sub-recipients or agents while performing any work, services, or activities, or providing any materials relating to or in connection with the performance of this Contract.

11. **Period of Performance:** Work on the Project covered by this Contract began on April 21, 2011, and shall continue as set forth in Attachment "A" until the Project is completed and closed-out. If GRANTEE has not completed the Project and submitted all ICDBG close-out documents within one (1) year from the 100% Construction Complete date as set forth in Attachment "A", all remaining and unexpended ICDBG funds will be retained by the DEPARTMENT.
12. **Project Budget & Payments:** Attached hereto as Attachment "B" and incorporated herein is the Project Budget. GRANTEE shall adhere to the budget as outlined in Attachment "B." ICDBG funds cannot be shifted to new activities or between approved activities without an amendment to both Attachments "A" and "B." The use of ICDBG funds for administrative costs shall not exceed a maximum of 10% of the total ICDBG award.

GRANTEE may periodically request grant funds up to 100% of the value of work performed for all items in the ICDBG budget, except for the administration and construction line items as provided in the paragraphs below. If the DEPARTMENT is satisfied in its sole discretion with the payment request, the DEPARTMENT may pay the amount requested within thirty (30) days from receipt of the request. GRANTEE shall certify that all work that is billed to the DEPARTMENT is complete at the time of the billing. GRANTEE shall be responsible for any discrepancy or error in billing or documentation.

Payment for all ICDBG construction funds may be up to ninety-five percent (95%) of the total ICDBG construction line item as identified in Attachment "B." The remaining 5% of ICDBG construction funds shall be released upon the DEPARTMENT's approval of the GRANTEE's certificate of substantial completion and other close-out documents as determined by the DEPARTMENT.

GRANTEE must demonstrate to the DEPARTMENT that all applicable ICDBG requirements have been satisfied and that all Contract Project files are complete. GRANTEE must submit to the DEPARTMENT all required documentation. The DEPARTMENT shall retain at a minimum 5% of the ICDBG funds budgeted for administration as identified in Attachment "B" until GRANTEE demonstrates to the DEPARTMENT's satisfaction that GRANTEE has met the national objective and complied with all ICDBG grant requirements.

Eligible project costs incurred prior to this Contract's effective date may be approved at the DEPARTMENT's discretion, but only if the environmental review for that activity has been completed.

13. **Remedy for Noncompliance:** If the DEPARTMENT determines in its sole discretion that GRANTEE has failed to comply any term or condition of this Contract, the parties agree that the DEPARTMENT's obligation to make payments under this Contract is suspended until such noncompliant issue or situation is resolved to the mutual satisfaction of both parties.

A determination of noncompliance by the DEPARTMENT may occur as a result of, but shall not be limited to, the following events:

- a. Project construction is abandoned or unreasonably delayed, or is discontinued for a period of thirty (30) consecutive calendar days, without prior written approval from the DEPARTMENT.
- b. GRANTEE fails to cause Project construction to be completed in accordance with the requirements of this Contract.
- c. The Project is materially damaged or destroyed by fire or other casualty and the loss, in the reasonable judgment of the DEPARTMENT, is not adequately covered by insurance.
- d. The existence of any material or intentional misrepresentations of fact by GRANTEE in any document submitted to the DEPARTMENT in support of the grant or in connection with any of the grant documents.
- e. GRANTEE's failure to furnish to the DEPARTMENT within thirty (30) days and without demand, a true copy of any notice or other document received by or available to GRANTEE disclosing any requirement, deficiency or the violation of any law, regulation or ordinance bearing upon the Project funded by this Contract.
- f. The Project fails to meet ICDBG requirements as defined by the DEPARTMENT.

14. **Contract Amendments:** The DEPARTMENT may amend this Contract on its own initiative or at the request of GRANTEE to reflect changes in the Scope of Work, Project Design or Project Budget. Such changes shall be mutually agreed upon, and evidenced by a written contract amendment. In no case shall the nature or purpose of the project be amended from what was generally described in the application except as provided for in the ICDBG's Administrative Rules at IDAPA 48.01.01.

15. **Financial and Progress Reports:** GRANTEE shall keep books, records, and accounts of all activities related to this Contract. On each interim request for funds submitted to the DEPARTMENT, GRANTEE shall certify that the information contained in the interim request for funds is true and correct based upon GRANTEE's official accounting records. GRANTEE shall also submit a final financial report that details all costs incurred by budget line according to Attachment "B." This report shall be submitted upon completion of the Project funded by this Contract.

GRANTEE shall submit progress reports as specified in the DEPARTMENT's Grant Administration Manual. A detailed written final report with documentation of the activities carried out and benefits generated shall be submitted to the DEPARTMENT at the conclusion of the Project. GRANTEE shall disburse ICDBG funds within 3 to 5 business days of their receipt. GRANTEE may keep up to \$100.00 in interest accrued on ICDBG funds, but shall return any amount in interest over \$100.00 to the DEPARTMENT.

16. **Other Items and Documents:** GRANTEE shall provide the DEPARTMENT all other items and documents as the DEPARTMENT requires for the administration of this Contract within thirty (30) days of the date of the written request.
17. **Certified Grant Administrator:** In accordance with Idaho Administrative Code all Grantees before expenditure of ICDBG funds are required to have under contract a Department approved Grant Administrator. The Grant Administrator is responsible for administrative duties as outlined in the ICDBG Grant Administration Manual and in accordance with ICDBG's professional services contract.
18. **Insurance During Construction:** By executing this Contract, GRANTEE warrants that contractor(s) or other parties selected to perform construction work on the project shall have in effect without interruption from the date of construction commencement until final payment is made and the Project is closed-out pursuant to the terms of this Contract, the types of insurance deemed necessary by GRANTEE and the DEPARTMENT for the type and amount of construction described in Attachment "A."

Further, GRANTEE warrants such insurance coverage shall be written on an "occurrence" basis and will be obtained with the following minimum liability limits:

a. Workers' Compensation Insurance and Employer's Liability Insurance:

- (1) State: Statutory Limits
- (2) Employer's Liability: \$100,000 per accident  
\$500,000 Disease, Policy Limit  
\$100,000 Disease, Each Employee

b. Comprehensive or Commercial General Liability Insurance with the DEPARTMENT as a named insured to include premises operation, owners and contractors protective liability, products and completed operations liability, personal injury liability including employee acts, broad form property damage liability and blanket contractual liability, with no exclusion for explosion (X), collapse (C) and underground (U) hazards:

- (1) \$1,000,000 Each Occurrence
- (2) \$1,000,000 Personal Injury
- (3) \$2,000,000 Products/Completed Operations to be maintained for two (2) years following final payment
- (4) \$2,000,000 General Aggregate

c. Automobile Liability Insurance with the DEPARTMENT as a named insured for bodily injury and property damage: \$1,000,000 Combined Single Limit

d. Property or Builder's Risk Insurance to include coverage for all direct physical loss, also known as "Special Causes of Loss" in an amount equal to one-hundred percent (100%) of the estimated maximum value of the Project upon completion with the broadest form of "all risk" coverage possible.

e. Volunteer Liability Insurance coverage if volunteers are used to do Project work.

GRANTEE shall include these same requirements in contracts with grant sub recipients.

19. **Contract Services:** GRANTEE shall follow ICDBG procurement requirements as outlined in the DEPARTMENT's most current ICDBG Grant Administration Manual, if ICDBG funds will be paying for the services. GRANTEE shall provide the DEPARTMENT with a copy of all requested documents related to the procurement of contract services.
20. **Certification Regarding Debarment:** By executing this Contract, GRANTEE certifies to the DEPARTMENT that it will not execute a contract with parties that are identified as debarred, suspended, or ineligible as set forth in 24 CFR part 5.
21. **Project Signage:** Upon approval from the DEPARTMENT to proceed with construction, GRANTEE shall, unless otherwise directed by the DEPARTMENT, erect a sign located prominently at each major construction project site. The sign shall be maintained in good condition and shall not be removed until three (3) months after the Project is completed. Project sign requirements shall be provided by the DEPARTMENT.
22. **Representation and Warranties:** GRANTEE represents, warrants, and agrees that the Project funded by this Contract, both during construction and at the time of completion, and the contemplated use thereof, shall not violate any applicable zoning or use statute, ICDBG mitigation measure, ordinance, building code, rule or regulation, or any covenant or agreement of record. GRANTEE agrees that it will furnish documentation satisfactory to the DEPARTMENT regarding the representations and warranties made in this Section.

GRANTEE will provide evidence of ownership in the form of fee simple title or long-term lease and right of access or easements for real property on which the project is to be constructed. Clear title to all real property necessary for the successful operation of the facilities shall be guaranteed by the GRANTEE for the useful life of the project.

23. **Use of Real Property:** GRANTEE represents and agrees that the purchase of any property and undertakings pursuant to this Contract are and will be for the purpose of providing, improving, or expanding public infrastructure or facilities. No voluntary or involuntary successor in interest of GRANTEE shall acquire any rights or powers under this Contract without prior written consent of the DEPARTMENT.

GRANTEE shall not change the use or planned use of any such property, including the beneficiaries of such use, from that for which the acquisition or improvements were made. If GRANTEE desires to change the use, GRANTEE must submit the request in writing to the DEPARTMENT for prior approval before applying the standards of 24 CFR 570.505. If changes are made without the DEPARTMENT's prior approval, all ICDBG funds disbursed to GRANTEE under this Contract shall become due and payable to the DEPARTMENT and the DEPARTMENT shall be excused from making any further disbursements of ICDBG funds under this Contract.

24. **Conflict of Interest of Members, Officers or Employees of Grantee, Members of Local Governing Body or Other Public Officials:** No member, officer or employee of GRANTEE or its sub-recipients or agents, no member of the governing body where the Project authorized by this Contract is located, and no public official of such locality or localities who exercises any functions or responsibilities with respect to the Project during his tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in any contract or subcontract or the proceeds thereof, for work to be performed in connection with the Project funded by this Contract. The requirements of this Section are to be included in all sub-recipient agreements, subcontracts and assignments.
25. **Audit and Monitoring:** GRANTEE shall provide the DEPARTMENT with an annual financial audit in accordance with OMB Circular A-133 and the Single Audit Act of 1984. The audit shall be completed by a certified public accountant during the regular annual audit cycle. GRANTEE shall provide annual audits through the last fiscal year grant funds are expended.

The DEPARTMENT may monitor and make periodic inspections and evaluations of the Project funded by this Contract and any books, accounts, reports, files, and other papers and records pertaining to the Project. GRANTEE shall make its books, accounts, reports, files, and other records available to the DEPARTMENT during regular working hours. GRANTEE shall maintain these books, accounts, reports, files, and other records for at least four (4) years following closeout of the Project.

In the event GRANTEE provides any portion of its ICDBG funds in any fiscal year to a sub-recipient, such as a special district or a non-profit organization, GRANTEE shall require the sub-recipient to comply with the audit and monitoring requirements of Circular A-133 or Circular A-110. GRANTEE shall be responsible for monitoring sub-recipient compliance with all federal and state laws and regulations including the audit requirements of this Section.

GRANTEE agrees that HUD Representatives, the Inspector General or the General Accounting Office shall also have access to all books, accounts, reports, files, and other papers, or property pertaining to the Project funded by this Contract.

26. **Termination:** This Contract may be terminated at any time without cause by either party upon thirty (30) days prior written notice being given to the other party. On termination of this Contract, all accounts and payments will be processed according to the terms of this Contract for approved Project work rendered to the date of termination.

APPROVED:

STATE OF IDAHO  
Department of Commerce

CITY OF HAILEY

\_\_\_\_\_  
Donald A. Dietrich  
Director

\_\_\_\_\_  
The Honorable Rick Davis  
Mayor, City of Hailey

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

For Internal Use of the Department

\_\_\_\_\_  
Reviewed and Approved

\_\_\_\_\_  
Lane V. Packwood  
Economic Development Administrator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Dennis J. Porter  
Community Development Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Melonie Bartolome  
Financial Manager

\_\_\_\_\_  
Date

ATTACHMENT A  
Contract No.: ICDBG-11-IV-13-ED  
Hailey Downtown Project

- A. Construction Scope of Work – The project includes sidewalk repairs, construction new sidewalks, installation of new street lighting, and repair storm water drainage system.
- B. Design Professional and Grant Administration – Professional services necessary to design and administer the construction scope of work and the GRANTEE’s plans in accordance with applicable codes and regulations.
- C. Furthering Fair Housing Plan – To affirmatively further fair housing the GRANTEE must designate a fair housing resource person, conduct a fair housing assessment, proclaim April as fair housing month, and publicly display fair housing information.
- D. 504 Accessibility and Transition Plan – The GRANTEE will need to complete a 504 Accessibility Transition Plan. The GRANTEE must also adopt and publish a Grievance Procedure policy and Non-Discrimination Regarding Disability policy.
- E. National Objective – Elimination and prevention of Slum and Blight
- F. State Goal – Expand Economic Opportunities  
State Strategy – Revitalize Downtowns
- G. Schedule

Design Professional Contract Executed	November 2011
Grant Administration Contract Executed	November 2011
Environmental Release	February 2012
Bid Document Approval	March 2012
Bid Opening	April 2012
Construction Contract Executed	May 2012
Start Construction	May 2012
Construction 50% Complete	July 2012
Second Public Hearing	July 2012
Construction 100% Complete	September 2012
Update Fair Housing Plan	September 2012
Update 504 Review and Transition Plan	September 2012
Final Closeout	November 2012
Final Audit	October 2013

ATTACHMENT B  
Budget

Grantee: City of Hailey

Project No.: ICDBG-11-IV-13-ED

Project: Hailey Downtown Project

LINE ITEMS	AMOUNTS			
	ICDBG Grant	City Cash	City In-Kind	Total
Administrative Expenses*	\$44,000		\$6,000	\$50,000
Project Planning			\$17,370	\$17,370
Design Professional		\$43,648	\$10,000	\$53,648
Construction	\$456,000	\$612,315	\$4,500	\$1,072,815
Other (public art)		\$15,389		\$15,389
Other (previous expenditures)		\$37,316		\$37,316
<b>Total Costs</b>	<b>\$500,000</b>	<b>\$708,668</b>	<b>\$37,870</b>	<b>\$1,246,538</b>

Remarks:

\*No more than 10% of ICDBG funds shall be used for Administrative expenses.

ATTACHMENT C  
ICDBG Mitigation Measures

Hailey Downtown Project  
ICDBG-11-IV-13-ED

**Mitigation Measures**

- A. The construction contractors must comply with the Rules for the Control of Air Pollution in Idaho, IDAPA 58.01.01.651, by implementing precautions to prevent particulate matter from becoming airborne.
- B. If any items of suspected historical or archaeological value are uncovered during construction, the contractor will be required to stop work and contact the Idaho State Historic Preservation Office and the Idaho Department of Commerce.
- C. The collection and disposal of storm and surface water runoff from the project site must comply with the Idaho Department of Environmental Quality's (DEQ) Catalog of Storm Water Best Management Practices for design of all storm water treatment and disposal systems.
- D. The contractor shall comply with the provisions of the Environmental Protection Agency's National Pollutant Discharge Elimination System (NPDES) General Permit for Storm Water Discharge from Construction Activities and the Construction Storm Water Pollution Prevention Plan (SWPPP).

**AGENDA ITEM SUMMARY**

DATE: 11/14/11 DEPARTMENT: PW/Clerk DEPT. HEAD SIGNATURE:  MHC

**SUBJECT:** Wastewater Ordinance revision to address the beginning of sewer fees

**AUTHORITY:**  ID Code \_\_\_\_\_  IAR \_\_\_\_\_  City Ordinance/Code \_\_\_\_\_  
(IF APPLICABLE)

**BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:**

See the attached memo.

**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:**

Motion to approve Municipal Code Amendment to Title 13, Water and Wastewater fees, Chapters 13.02 and 13.04, to allow deferral of wastewater billing for a maximum of six months for new residential construction and twelve months for new commercial construction, proceed with the first reading, read by title only.

**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 \*Additional/Exceptional Originals to: \_\_\_\_\_  
Copies (all info.): \_\_\_\_\_ Copies (AIS only) \_\_\_\_\_  
Instrument # \_\_\_\_\_

# City Engineer Memo

**To:** Mayor Rick Davis  
City Council Members

**CC:** Heather Dawson, City Administrator  
Ned Williamson, City Attorney

**From:** Tom Hellen, City Engineer 

**Date:** 11/9/2011

**Re:** Wastewater Ordinance Amendment

---

At the October 10, 2011 City Council meeting Blake Eagle stated that while he was being charged sewer fees at the home he is constructing he has not yet begun the use of the city's sewer system. Mr. Eagle requested commencement of city services on August 1 which begins charges for all water and sewer fees. By ordinance this includes base and bond fees for water and sewer, water usage charges and a sewer use fee based upon 6,000 gallons per month. City Council requested that staff investigate this and return with recommendations.

Prior to the City going to a metered system the option of having a construction rate for water was available based upon the belief that during construction water use would be less than an occupied home or business' water use. When water metering went into effect that option was removed from the ordinance as we could now charge for actual use. Approximately two years ago we also added a form (attached) for commencing or discontinuing water service to a property as verbal requests were often disputed. The form notes that a request for discontinuance of water service still means that water and sewer bonds will continue. It should have also noted that commencement of water service means that sewer charges would also begin.

A proposed ordinance revision is attached. City staff has had considerable discussion, both internally and externally, on methods to make this revision smooth. City staff feels that the scenario that fits best with utility billing practices is as follows:

- At the time of issuance of the building permit the contractor/owner is given a six month time period for residential construction and a 1 year time period for commercial construction before sewer charges would begin.
- Sewer charges would begin after six months or one year or at the issuance of a temporary or final certificate of occupancy, whichever is first.

- City staff would establish a tracking system for noting the 6 month or one year deadlines.

City staff felt that a deadline was needed to be a part of this ordinance revision and a tracking system set up for two reasons. First, in order to minimize the chance that beginning sewer charges on a completed project were not overlooked. Second, so a builder does not complete a project and not request a certificate of occupancy while still using the property and sewer services.



# REQUEST FOR COMMENCEMENT/DISCONTINUANCE OF WATER SERVICE

Property Owner \_\_\_\_\_

Account Number \_\_\_\_\_

Property Address \_\_\_\_\_

Phone Number \_\_\_\_\_

Please Check One

I wish to discontinue water service to my property at the above address as of

\_\_\_\_\_, 20\_\_.

I wish to have the water service commence/be restored to my property at the

above address as of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Signature

Water service will be either discontinued or restored on the date requested. When water service is discontinued the monthly billing of both the base monthly water charge and the sewer charge will be stopped and prorated for the current month. Both the water and wastewater bond payments will continue to be billed.

Please also be aware that rubbish service and billing will stop or begin with changes to your water service.

City of Hailey  
Public Works  
115 Main St. S, Suite H  
Hailey, ID 83333  
(208) 788-9830 X 22  
FAX: (208) 788-2924  
[Trina.Isaacs@haileycityhall.org](mailto:Trina.Isaacs@haileycityhall.org)

Office Use Only		
Called to#	SO#	Read
Services Connected	Disconnected	
Charged Fee On \$37.50	Off \$37.50	
New Construction - No Fee First On		
Notified CCD		
Noted on Inquiry Screen		

HAILEY ORDINANCE NO. \_\_\_\_

AN ORDINANCE OF THE CITY OF HAILEY, IDAHO, AMENDING SECTION 13.02.010(A) TO ADD THE DEFINITIONS OF CERTIFICATE OF OCCUPANCY, NEW RESIDENTIAL CONSTRUCTION AND NEW COMMERCIAL CONSTRUCTION; AMENDING SECTIONS 13.04.130(A) AND (B) TO PROVIDE AN EXCEPTION TO THE ASSESSMENT OF WASTEWATER FEES FOR A MAXIMUM OF SIX MONTHS FOR NEW RESIDENTIAL CONSTRUCTION AND TWELVE MONTHS FOR NEW COMMERCIAL CONSTRUCTION; BY PROVIDING FOR A REPEALER CLAUSE; BY PROVIDING FOR A SEVERABILITY CLAUSE; AND BY PROVIDING FOR THE EFFECTIVE DATE OF THIS ORDINANCE UPON PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW.

WHEREAS, the City desires to clarify that new construction will not be assessed wastewater user fees for a maximum of six months for new residential construction and twelve months for new commercial construction; and

WHEREAS, the Mayor and City Council find that the amendments to Chapters 13.02 and 13.04 of the Hailey Municipal Code will further the public health, safety and general welfare.

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

**Section 1.** Sections 13.02.010(A) of the Hailey Municipal Code is hereby amended by the addition of the underlined language and the renumbering of definitions as follows:

13.02.010 Definitions. Unless the context specifically indicates otherwise, the meaning of capitalized terms used in this Title 13 shall be as follows:

A. General.

1. “Certificate of Occupancy” shall mean either a temporary certificate of occupancy or a final certificate of occupancy issued by the Hailey Building Official under the applicable adopted building code, whichever occurs first.

2. “City” shall mean the City of Hailey, Blaine County, Idaho, or its authorized or designated agent, representative or deputy therefore.

3. “City Council” shall mean the Hailey City Council.

4. “New Residential Construction” shall mean construction of a residential building requiring a connection to the Municipal Wastewater System.

5. “New Commercial Construction” shall mean construction of a business, institutional, industrial or governmental building requiring a connection to the Municipal Wastewater System.

6. “Owner” shall mean a property owner, or his duly authorized representative, who is served or is to be served by the Municipal Water or Wastewater System.

7. “Person” shall mean any individual, firm, company, association, society, corporation or group.

8. "Property" shall mean all property, whether privately or publicly owned, within the corporate limits of the Municipal Water System excluding there from lands that have been dedicated for public street or highway rights-of-way.

9. "Standards" shall mean the City Public Works Department Standard Drawings and Specifications, the Idaho Standards for Public Works Construction and Idaho Administrative Code, IDAPA 58.01, *et seq.*, as adopted and as amended from time to time.

**Section 2.** Sections 13.04.130(A) and (B) of the Hailey Municipal Code is hereby amended by the addition of the following underlined language and the deletion of the following stricken language:

13.04.130 Water and Wastewater User Fees. ~~The Owner or Owner's agent of all Property connected to the Municipal Water or Wastewater System under the terms of this chapter shall be assessed and shall pay monthly user fees as follows:~~

A. Water User Fees. ~~The Owner or Owner's agent of all Property connected to the Municipal Water System under the terms of this chapter shall be assessed and shall pay monthly user fees beginning at the time of connection, as follows:~~

1. User Base Fee. The monthly user base fee is intended to cover the costs of the Municipal Water System, including the operation and maintenance costs which consist at least of, but not limited to: 50% of the labor, benefits and administrative costs and 100% of DEQ fees, insurance, training and short-term depreciation. The monthly user base fee shall be assessed to each Property. The monthly user base fee shall be calculated by dividing the yearly operation and maintenance costs of the Municipal Water System described herein by the number of Water Users. Property with two or more services extended to it shall have the choice of paying a single monthly user base fee (for all services connected to the Property) or establishing separate accounts for each service with a Landlord/Tenant agreement as described in Section 13.04.150.

2. Metered Water Fee. The monthly metered fee is intended to cover the variable costs of the Municipal Water System, including the operation and maintenance costs which consist at least of, but not limited to, 50% of the labor, benefits and administrative costs, parts, fuel, utilities, vehicle maintenance, lab tests and chemicals. The monthly metered water fee shall be assessed to each separate Service Connection based upon the total amount of water used by that Property during one billing period. The metered rate is determined on a sliding scale based upon the variable costs of the Municipal Water System described herein, and as adopted by City Council resolution. The sliding scale shall assess a proportionally greater cost per gallon(s) of water as more water is used by a Property.

3. Bond Payment Fee. The monthly bond payment is intended to cover the cost of bond and note retirement costs which are the legal indebtedness the City is obligated to retire on a set schedule. The monthly water bond payment is determined by taking the bond and note retirement costs and dividing by the number of Water Users utilizing the system during the twelve month period. The monthly bond payment fee shall be assessed to each Property. Bond payment fees will continue even if water services are discontinued at any point.

4. Irrigation Fee. The monthly metered irrigation fee shall be assessed to each Property with a separate irrigation account based upon the amount of water used during one billing period.

B. Wastewater User Fees. Except as otherwise provided in subparagraph 5 below, the Owner or Owner's agent of all Property connected to the Municipal Wastewater System under the terms of this chapter shall be assessed and shall pay monthly user fees beginning at the time of connection, as follows:

1. User Base Fee. The monthly user base fee is intended to cover the costs of the operation, maintenance and expansion of the Municipal Wastewater System, including, but not limited to, 50% of the labor, benefits and administrative costs, and 100% of DEQ fees, insurance, training and short-term depreciation. The minimum monthly user fee shall be assessed to each Property. The monthly user base fee shall be calculated by dividing the yearly operation, maintenance and expansion costs of the Municipal Wastewater System described herein by the number of Wastewater Users. Property with two or more services extended to it shall have the choice of paying a single monthly user base fee (for all services connected to the Property) or establishing separate accounts for each service with a Landlord/Tenant agreement as described in Section 13.04.150.

2. Metered Wastewater Fee. The monthly metered fee is intended to cover the variable costs of the Municipal Wastewater System, including the operation and maintenance costs which consist at least of, but not limited to, 50% of the labor, benefits and administrative costs, and 100% of parts, fuel, utilities, vehicle maintenance, lab tests and chemicals. The monthly metered wastewater charge shall be assessed to each separate Property based upon the average amount of water used by that Property between November 1 and March 31 of the following year. During the following month of April, the monthly wastewater metered charge shall be adjusted based upon such average use of water used by each Property.

3. Non-Metered Account Fee. The new construction Wastewater user accounts, where an average winter water use has not been established, shall pay a set monthly charge to cover all fixed and variable costs of the Municipal Wastewater Systems.

4. Bond Payment Fee. The monthly bond payment is intended to cover the cost of bond and note retirement costs which are the legal indebtedness the City is obligated to retire on a set schedule. The monthly bond payment is determined by taking the bond and note retirement cost and dividing by the number of Wastewater Users utilizing the system during the twelve month period. The monthly bond payment fee shall be assessed to each Property based upon a standard water service connection. Bond payment fees will continue even if sewer services are discontinued at any point.

5. Exception for New Construction. Wastewater User fees shall not be assessed for New Residential Construction for a period of six (6) months or for New Commercial Construction for a period of twelve (12) months following issuance of a building permit, or for the period of time between issuance of a building permit and the issuance of a Certificate of Occupancy for the New Residential or Commercial Construction, whichever is sooner.

**Section 3. Repealer Clause.** All Ordinances or Resolutions or parts thereof in conflict herewith are hereby repealed and rescinded.

**Section 4. Severability Clause.** 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 5. Effective Date.** This Ordinance shall be in full force and effect 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 December, 2011.

Richard L. Davis, Mayor City of Hailey

ATTEST:

Mary Cone, City Clerk