

AGENDA ITEM SUMMARY

DATE: 12-16-2013 **DEPARTMENT:** CDD **DEPT. HEAD SIGNATURE:** MA

SUBJECT: Conduct public hearing and consider approval of the final plat of River Street Station Condominiums. In addition to the Final Plat application, public comment is invited for any public infrastructure improvements constructed in connection to this project, pursuant to Title 18 of the Hailey Municipal Code.

AUTHORITY: ID Code 67-6513 IAR _____ City Ordinance/Code Zoning
Subdivision Ordinance 821
(IF APPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

Background

River Street Station LLC has submitted an application to convert an existing building into five separate condos on Lot 1A, Block 66, Hailey Townsite. This location currently houses Fireplaces Etc. and other businesses. The property is currently zoning Business and is within the Townsite Overlay. The existing building, River Street Station, is situated on a parcel comprising 7,172 square feet (.16 acres). The applicant proposes divide the building up into five units: Unit A, Unit B, Unit C, Unit D, and Unit E. The total land area of the subdivision is 7,172 square feet or .16 acres.

Planning and Zoning Commission Recommendation

On November 16, 2013, the Hailey Planning and Zoning Commission conducted a public hearing to consider the application submitted by River Street Station LLC for a condominium plat within an existing building. After received public comment and deliberation among the Commission on the Preliminary Plat, the Commission voted unanimously to recommend approval of the application to the Hailey City Council. The Findings of Fact and Conclusions of Law for the River Street Station Condominiums were signed on December 9, 2013.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

None

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Hold public hearing and receive public comment on the proposed Final Plat for River Street Station Condominiums

ACTION OF THE CITY COUNCIL:

Date : _____

City Clerk _____

FOLLOW-UP:

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

*Additional/Exceptional Originals to:

Copies (all info.): _____

Copies (AIS only)

Instrument # _____

STAFF REPORT

TO: Hailey City Council
FROM: Micah Austin, Community Development Director
RE: Final Plat – River Street Station Condominiums
HEARING: December 16, 2013

Applicant: River Street Station, LLC, represented by Brian Yeager of Galena Engineering
Project: River Street Station Condominiums
Request: Approval of Final Plat for River Street Station Condominiums
Location: Lot 1A, Block 66, Hailey Townsite
Zoning: Business District (B)

Notice

Notice for the public hearing was published in the Idaho Mountain Express on October 23, 2013; the notice was mailed to public agencies and to property owners within 300 feet on October 24, 2013. The site was posted on October 24, 2013.

Application

River Street Station, LLC, represented by Brian Yeager of Galena Engineering, has submitted an application for Final Plat approval for a condominium plat/subdivision of an existing building located on Lot 1A, Block 66, Hailey Townsite. The property is currently zoning Business and is within the Townsite Overlay. The existing building, River Street Station, is situated on a parcel comprising 7,172 square feet (.16 acres). The applicant proposes divide the building up into five units: Unit A, Unit B, Unit C, Unit D, and Unit E. The total land area of the subdivision is 7,172 square feet or .16 acres.

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Department Comments

Life/safety issues: The current Final Plat reflects all changes and revisions recommended and requested by the City Engineer.

Water and Sewer issues: The current Final Plat reflects all changes and revisions recommended and requested by Tom Hellen, the City Engineer and Public Works Director.

Engineering issues: The current Final Plat reflects all changes and revisions recommended and requested by Tom Hellen, the City Engineer and Public Works Director.

Standards of Evaluation

Northridge X Subdivision Standards of Evaluation

SECTION 4 - DEVELOPMENT STANDARDS

4.0 General Standards.

The configuration and development of proposed subdivisions shall be subject to and meet the provisions and standards found in this Ordinance, the Zoning Ordinance and any other applicable Ordinance or policy of the City of Hailey, and shall be in accordance with general provisions of the Comprehensive Plan.

4.1 Streets.

Streets shall be provided in all subdivisions where necessary to provide access and shall meet all standards below.

- *Streets are existing and are provided.*

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

- *The existing streets meet this standard.*

4.1.2 Cul-de-sacs or dead end streets shall be allowed only if connectivity is not possible due to surrounding topography or existing platted development. Where allowed, such cul-de-sacs or dead end streets shall comply with all regulations set forth in the IFC and other applicable

codes and ordinances. Street rights-of-way extended into un-platted areas shall not be considered dead end streets.

More than one access may be required based on the potential for impairment of a single access by vehicle congestion, terrain, climatic conditions or other factors that could limit access.

- *No cul-de-sac or dead end streets are proposed. Access to this subdivision complies with the conditions above.*

4.1.3 Streets shall be laid out so as to intersect as nearly as possible at right angles and no street shall intersect any other street at less than eighty (80) degrees. Where possible, four way intersections shall be used. A recommended distance of 500 feet, with a maximum of 750 feet, measured from the center line, shall separate any intersection. Alternatively, traffic calming measures including but not limited to speed humps, speed tables, raised intersections, traffic circles or roundabouts, meanderings, chicanes, chokers, and/or neckdowns shall be a part of the street design. Alternate traffic calming measures may be approved with a recommendation by the City Engineer. Three way intersections shall only be permitted where most appropriate or where no other configuration is possible. A minimum distance of 150 feet, measured from the center line, shall separate any two three-way intersections.

- *Street configuration meets the conditions stated and both intersections to the east and west are four way intersections.*

4.1.4 Street center lines which deflect more than five (5) degrees shall be connected by a curve. The radius of the curve for the center line shall not be more than 500 feet for an arterial street, 166 feet for a collector street and 89 feet for a residential street. Alternatively, traffic calming measures including but not limited to speed humps, speed tables, raised intersections, traffic circles or roundabouts, meanderings, chicanes, chokers, and/or neckdowns shall be a part of the street design. Alternate traffic calming measures may be approved with a recommendation by the City Engineer.

The existing horizontal layout complies with the above standard.

4.1.5 Street width is to be measured from property line to property line. The minimum street width, unless specifically approved otherwise by the Council, shall be as specified in City Standards for the type of street.

(Ord. 1002, §2, 03/26/2008)

- *Streets right of ways meet the requirements.*

4.1.6 Roadway, for the purpose of this section, shall be defined as the area of asphalt from curb face to curb face or edge to edge. Roadway includes areas for vehicle travel and may include parallel or angle in parking areas. The width of roadways shall be in accordance with the adopted City Standards for road construction.

- *The current streets, River Street and Myrtle Street, meet this standard.*

4.1.7 Road Grades shall be at least two percent (2%) and shall not generally exceed six percent (6%). Grade may exceed 6%, where necessary, by 1% (total 7%) for no more than 300 feet or 2% (total 8%) for no more than 150 feet. No excess grade shall be located within 200 feet of any other excess grade nor there any horizontal deflection in the roadway greater than 30 degrees within 300 feet of where the excess grade decreases to a 2% slope.

- *Roadway grades are in compliance with the standards.*

4.1.8 The Developer shall provide storm sewers and/or drainage areas of adequate size and number to contain any runoff within the streets in the subdivision in conformance with the applicable Federal, State and local regulations. The developer shall provide copies of state permits for shallow injection wells (drywells). Drainage plans shall be reviewed by City Staff and shall meet the approval of the City Engineer. Developer shall provide a copy of EPA's "NPDES General Permit for Stormwater Discharge from Construction Activity" for all construction activity affecting more than one acre.

- *Drainage areas are in place and in compliance.*

4.1.9 The Developer shall provide and install all street and traffic control signs in accordance with City Standards.

- *Street signs are existing and provided per the standards.*

4.1.10 All streets and alleys within any subdivision shall be dedicated for public use, except as provided herein. New street names (public and private) shall not be the same or similar to any other street names used in Blaine County.

- *Not applicable. No new streets are proposed.*

4.1.10.1 Private streets may be allowed (a) to serve a maximum of five (5) residential dwelling units, (b) within Planned Unit Developments, or (c) within commercial developments in the Business, Limited Business, Neighborhood Business, Light Industrial, Technological Industry, and Service Commercial Industrial districts. Private streets are allowed at the sole discretion of the Council, except that no Arterial or Major Street, or Collector or Secondary Street may be private. Private streets shall have a minimum total width of 36 feet, shall be constructed to all other applicable City Standards including paving, and shall be maintained by an owner's association.

- *Not applicable. No new streets are proposed*

4.1.10.2 Private streets, wherever possible, shall provide interconnection with other public streets and private streets.

(Ord. 1002, §3, 03/26/2008)

- *Not applicable.*

4.1.10.3 The area designated for private streets shall be platted as a separate parcel according to subsection 4.5.3 below. The plat shall clearly indicate that the parcel is unbuildable except for public vehicular and public pedestrian access and ingress/egress, utilities or as otherwise specified on the plat.

(Ord. 1002, §4, 03/26/2008)

- *Not applicable.*

4.1.10.4 Private street names shall not end with the word "Road", "Boulevard", "Avenue", "Drive" or "Street". Private streets serving five (5) or fewer dwelling units shall not be named.

- *Not applicable.*

4.1.10.5 Private streets shall have adequate and unencumbered 10-foot wide snow storage easements on both sides of the street, or an accessible dedicated snow storage easement representing not less than twenty-five (25%) of the improved area of the private street. Private street snow storage easements shall not be combined with, or encumber, required on-site snow storage areas.

(Ord. 1002, §5, 03/26/2008)

- *Snow storage as required is provided.*

4.1.10.6 Subdivisions with private streets shall provide two (2) additional parking spaces per dwelling unit for guest and/or overflow parking. These spaces may be located (a) within the residential lot (e.g., between the garage and the roadway), (b) as parallel spaces within the street parcel

or easement adjacent to the travel lanes, (c) in a designated guest parking area, or (d) as a combination thereof. Guest/overflow parking spaces are in addition to the minimum number of parking spaces required pursuant to Article IX of the Hailey Zoning Ordinance. The dimension of guest/overflow parking spaces shall be no less than 10' by 20' if angle parking, or 10' by 24' if parallel. Guest overflow parking spaces shall be improved with asphalt, gravel, pavers, grass block, or other all-weather dustless surface. No part of any required guest/overflow parking spaces shall be utilized for snow storage.

- *Not applicable. No new streets are proposed*

4.1.11 Driveways may provide access to not more than two (2) residential dwelling units. Where a parcel to be subdivided will have one lot fronting on a street, not more than one additional single family lot accessed by a driveway may be created in the rear of the parcel. In such a subdivision, where feasible (e.g., no driveway already exists), both lots shall share access via a single driveway. Driveways shall not be named.

- *Not applicable. No new driveways are proposed*

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

Accessing one residential unit:	12 feet
Accessing two residential units:	16 feet

No portion of the required fire lane width of any driveway may be utilized for parking, above ground utility structures, dumpsters or other service areas, snow storage or any other obstructions.

- *Not applicable. No new driveways are proposed.*

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

- *Not applicable. No new driveways are proposed*

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

- *Not applicable. No new driveways are proposed*

4.1.11.4 The area designated for a driveway serving more than one dwelling unit shall be platted as a separate unbuildable parcel, or as a dedicated driveway easement. Easements and parcels shall clearly indicate the beneficiary of the easement or parcel and that the property is unbuildable except for ingress/egress, utilities or as otherwise specified on the plat. A building envelope may be required in order to provide for adequate building setback.

- *Not applicable. No new driveways are proposed*

4.1.11.5 No driveway shall interfere with maintenance of existing infrastructure and shall be located to have the least adverse impact on residential dwelling units, existing or to be constructed, on the lot the easement encumbers and on adjacent lots.

- *Not applicable. No new driveways are proposed*

4.1.12 A parking access lane shall not be considered a street, but shall comply with all regulations set forth in the IFC and other applicable codes and ordinances.

Development of lots will be in compliance.

- *Not applicable. No new parking access lanes are proposed*

4.1.13 Required fire lanes, whether in private streets, driveways or parking access lanes, shall comply with all regulations set forth in the IFC and other applicable codes and ordinances.

- Development of lots will be in compliance.

4.2 Sidewalks and Pathways.

4.2.1 Sidewalks, curb and gutter shall be required improvements for projects requiring Subdivision approval in the B, LB, TI, A and SCI zoning districts. At a minimum, sidewalks and curb and gutter, where required, shall comply with the City Standards. Sidewalks shall be at least six feet (6') wide or as wide as adjacent sidewalks on the same block, whichever is greater. Sidewalks shall be constructed along the entire length of a property adjacent to any public or private street in all zones, as well as in locations that provide safe pedestrian access to and around a commercial or mixed-use building. New sidewalks shall be planned to provide pedestrian connections to any existing sidewalks adjacent to the site. Sites located adjacent to public or private streets that are not currently thru-streets, regardless whether the street may provide a connection to future streets, shall provide sidewalks to facilitate future pedestrian connections. Sidewalks and drainage improvements shall also be required in other districts, except as otherwise provided herein. The requirement for sidewalk may be waived if the cost of the proposed project construction is less than twenty thousand dollars (\$20,000). For subdivisions in the Townsite Overlay District, the requirement for sidewalk may be waived for any lot line adjustment associated with a residential remodel or addition; sidewalks shall be required for new primary dwellings.

(Ord. 1017, §1, 11/19/08)

- *The parcel is zoned Business, therefore sidewalks, curb, and gutter are required.*
- *Existing sidewalks, curb, and gutter are provided within the public right-of-way, however the City Engineer recommends repair of the existing sidewalks as condition of approval for this subdivision.*
- *The sidewalk approach at the corner of River Street and Myrtle is dilapidated and does not meet City Standards. This section should be repaired and replaced according to City Standards and subject to an inspection by the City Engineer as a condition of approval.*

4.2.2 **Pathways.** The Developer shall install all non-vehicular pathways, to City Standards, in all areas within or adjacent to the property to be developed where Pathways are depicted upon the Master Plan.

- *Not applicable. No pathways are proposed*

4.2.3 The Developer may, at Developer's option, propose alternatives to either the standard sidewalk configuration required in Section 4.2.1, or the planned non-vehicular pathway required in Section 4.2.2. The Hearing Examiner or Commission and Council shall ensure that

the alternative configuration shall not reduce the level of service or convenience to either residents of the development or the public at large.

- *Alternatives may be considered, such as an in-lieu payment for sidewalk repairs. At this time, the applicant has not proposed any alternatives.*

4.2.4 After receiving a recommendation by the Hearing Examiner or Commission, the Council may in its discretion approve and accept voluntary cash contributions in-lieu of the improvements described in this Section 4.2, which contributions must be segregated by the City and not used for any purpose other than the provision of these improvements. The contribution amount shall be 110% of the estimated costs of concrete sidewalk and drainage improvements provided by a qualified contractor, plus associated engineering costs, as approved by the City Engineer. Any approved in-lieu contribution shall be paid before the City signs the final plat. In-lieu contributions for sidewalks shall not be accepted in Business, Limited Business, Neighborhood Business Technological Industry and Service Commercial Industrial districts.

(Ord. 1002, §6, 03/26/2008)

- *No alternatives are proposed at this time.*

4.3 Alleys and Easements.

4.3.1 Alleys shall be provided in all Business District and Limited Business District developments where feasible.

- *Not applicable.*

4.3.2 The minimum width of an alley shall be 26 feet.

- *Not applicable.*

4.3.3 All alleys shall be dedicated to the public or provide for public access.

- *Not applicable.*

4.3.4 All infrastructures to be installed underground shall, where possible, be installed in the alleys platted.

- *Not applicable.*

4.3.5 Alleys in commercial areas shall be improved with drainage as appropriate and which the design meets the approval of the City Engineer. The Developer shall provide storm sewers and/or drainage areas of adequate size and number to contain any runoff within the streets in the subdivision upon the property in conformance with the latest applicable Federal, State and local regulations. The developer shall provide copies of state permits for shallow injection wells (drywells). Drainage plans shall be reviewed by City Staff and shall meet the approval of the City Engineer.

- *Not applicable.*

4.3.6 Dead-end alleys shall not be allowed.

- *Not applicable.*

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

- *Easements as depicted will be provided.*

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

- Easements are shown as required on the plat.

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

- *Not applicable.*

4.3.8.2 To provide protection from or buffering for any natural resource, riparian area, hazardous area, or other limitation or amenity on, under, or over the land. Any subdivision that borders on the Big Wood River shall dedicate a one hundred (100) foot wide riparian setback easement, measured from the Mean High Water Mark, upon which no permanent structure shall be built, in order to protect the natural vegetation and wildlife along the river bank and to protect structures from damage or loss due to river bank erosion. A twenty-five (25) foot wide riparian setback easement shall be dedicated adjacent to tributaries of the Big Wood River. Removal and maintenance of live or dead vegetation within the riparian setback easement is controlled by the applicable bulk requirement of the Flood Hazard Overlay District. The riparian setback easement shall be fenced off during any construction on the property.

- *Not applicable.*

4.3.8.3 To provide for the storage of snow, drainage areas or the conduct of irrigation waters. Snow storage areas shall be not less than twenty-five percent (25%) of parking, sidewalk and other circulation areas. No dimension of any snow storage area may be less than 10 feet. All snow storage areas shall be accessible and shall not be located over any above ground utilities, such as transformers.

- *Snow storage easements are depicted.*

4.4 Blocks.

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

- *Not applicable.*

4.5 Lots.

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

- *Proposed lots are condominium lots and not limited to a lot size, per IC §§55.1501 et seq.*

4.5.1.1 If lots are more than double the minimum size required for the zoning district, the Developer may be required to arrange lots in anticipation of future resubdivision and provide for future streets where necessary to serve potential lots, unless the plat restricts further subdivision.

- *Not applicable*

4.5.2 Double frontage lots shall be prohibited except where unusual topography, a more integrated street plan, or other conditions make it undesirable to meet this requirement. Double frontage lots are those created by either public or private streets, but not by driveways or alleys. Subdivisions providing a platted parcel of 25 feet or more between any street right-of-way and any single row of lots shall not be considered to have platted double frontage lots. The 25-foot wide parcel provided must be landscaped to provide a buffer between the street and the lot(s).

- *Not applicable*

4.5.3 No unbuildable lots shall be platted. Platted areas that are not buildable shall be noted as such and designated as "parcels" on the plat. Green Space shall be clearly designated as such on the plat.

- *Not applicable.*

4.5.4 A single flag lot may be permitted at the sole discretion of the Hearing Examiner or Commission and Council, in which the "flagpole" projection is serving as a driveway as provided herein, providing connection to and frontage on a public or a private street. Once established, a flag lot may not be further subdivided, but a lot line adjustment of a flag lot is not considered a further subdivision. The "flagpole" portion of the lot shall be included in lot area, but shall not be considered in determining minimum lot width. The "flagpole" shall be of adequate width to accommodate a driveway as required by this ordinance, fire and other

applicable codes. Flag lots within the Townsite Overlay District are not allowed, except where parcels do not have street access, such as parcels adjacent to the ITD right-of-way.

- *Not applicable.*

4.5.5 All lots shall have frontage on a public or private street. No frontage width shall be less than the required width of a driveway as provided under Sections 4.1.11.1 and 4.5.4 of this Ordinance. Townhouse Sub-Lots are excluded from this requirement; provided, however, that Townhouse Developments shall have frontage on a street.

- *Appropriate frontage is provided.*

4.5.6 In the Townsite Overlay District, original Townsite lots shall be subdivided such that the new platted lots are oriented the same as the original lots, i.e. lots shall be subdivided in such a way as to maintain frontage on both the street and alley. Exceptions may be made for corner properties with historic structures.

- *Not applicable.*

4.6 Orderly Development.

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

- *Not applicable.*

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

- *Not applicable.*

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

- Provision of on-site or off-site street or intersection improvements.
- Provision of other off-site improvements.
- Dedications and/or public improvements on property frontages.
- Dedication or provision of parks or green space.
- Provision of public service facilities.
- Construction of flood control canals or devices.
- Provisions for ongoing maintenance.

- *Not applicable.*

4.6.4 When the Developer of Contiguous Parcels proposes to subdivide any portion of the Contiguous Parcels, an Area Development Plan shall be submitted and approved. The

Commission and Council shall evaluate the following basic site criteria and make appropriate findings of fact:

- a) Streets, whether public or private, shall provide an interconnected system and shall be adequate to accommodate anticipated vehicular and pedestrian traffic.
- b) Non-vehicular circulation routes shall provide safe pedestrian and bicycle ways and provide an interconnected system to streets, parks and green space, public lands, or other destinations.
- c) Water main lines and sewer main lines shall be designed in the most effective layout feasible.
- d) Other utilities including power, telephone, cable, and gas shall be designed in the most effective layout feasible.
- e) Park land shall be most appropriately located on the Contiguous Parcels.
- f) Grading and drainage shall be appropriate to the Contiguous Parcels.
- g) Development shall avoid easements and hazardous or sensitive natural resource areas.

The Commission and Council may require that any or all Contiguous Parcels be included in the subdivision.

- *Not applicable*

4.7 Perimeter Walls, Gates and Berms.

The City of Hailey shall not approve any residential subdivision application that includes any type of perimeter wall or gate that restricts access to the subdivision. This regulation does not prohibit fences on or around individual lots. The City shall also not allow any perimeter landscape berm more than 3' higher than the previously existing (original) grade.

- *Not applicable.*

4.8 Cuts, Fills, Grading and Drainage.

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

- *Not applicable.*

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

- *As the application is for condos within an existing building, no soil disturbance is proposed.*

4.8.1.2 A Finalgrading plan prepared by a civil engineer may be required by the Hearing Examiner or Commission and/or the Council as part of the Finalplat application, to contain the following information:

Proposed contours at a maximum of two (2) foot contour intervals;
Cut and fill banks in pad elevations;
Drainage patterns;
Areas where trees and/or natural vegetation will be preserved;
Location of all street and utility improvements including driveways to building envelopes; and
Any other information which may reasonably be required by the Administrator, Hearing Examiner, Commission and/or Council.

- *Not applicable*

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

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

- *Not applicable*

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

- *Not applicable.*

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

- *Compliance with this requirement will be maintained.*

4.8.2.4 Where cuts, fills or other excavation are necessary, the following development standards shall apply:

4.8.2.4.1 Fill areas for structures or roads shall be prepared by removing all organic material detrimental to proper compaction for soil stability.

- *Not applicable.*

4.8.2.4.2 Fill for structures or roads shall be compacted to at least 95 percent of maximum density as determined by American Association State Highway Transportation Officials (AASHTO) and American Society of Testing & Materials (ASTM).

- *Not applicable.*

4.8.2.4.3 Cut slopes shall be no steeper than two horizontal to one vertical. Subsurface drainage shall be provided as necessary for stability.

- *Not applicable.*

4.8.2.4.4 Fill slopes shall be no steeper than three horizontal to one vertical. Neither cut nor fill slopes shall be located on natural slopes of three to one or steeper, or where fill slope toes out within twelve (12) feet horizontally of the top of existing or planned cut slope.

- *Not applicable.*

4.8.2.4.5 Tops and toes of cut and fill slopes shall be set back from structures and property lines as necessary to accommodate drainage features and drainage structures.

- *Not applicable.*

4.8.2.5 The Developer shall provide storm sewers and/or drainage areas of adequate size and number to contain the runoff upon the property in conformance with the applicable Federal, State and local regulations. The Developer shall provide copies of state permits for shallow injection wells (drywells). Drainage plans shall be reviewed by Planning Staff and shall meet the approval of the City Engineer. Developer shall provide a copy of EPA's "NPDES General Permit for Stormwater Discharge from Construction Activity" for all construction activity affecting more than one acre.

- *All above requirements have been met in previous construction of existing facilities.*

4.10 Parks, Pathways and Other Green Spaces.

4.10.1 Parks and Pathways. Unless otherwise provided, every subdivision shall set aside a Park and/or Pathway(s) in accordance with standards set forth herein.

4.10.1.1 Parks. The Developer of any subdivision, or any part thereof, consisting of three (3) or more residential lots, including residential townhouse sub-lots and residential condominium units, without regard to the number of phases within the subdivision, shall set aside or acquire land area within, adjacent to or in the general vicinity of the subdivision for Parks. Parks shall be developed within the City of Hailey and set aside in accordance with the following formula:

$$P = x \text{ multiplied by } .0277$$

"P" is the Parks contribution in acres

"X" is the number of single family lots, residential townhouse sub-lots or residential condominium units contained within the plat. Where multi-family lots are being platted with no fixed number of units, "x" is maximum number of residential lots, sub-lots, and units possible within the subdivision based on current zoning regulations

In the event the subdivision is located in the Business (B), Limited Business (LB), Neighborhood Business (NB), or Transitional (TN) zoning districts, the area required for a Park shall be reduced by 75%, but in no event shall the area required for a Park/Cultural Space exceed 17.5% of the area of the lot(s) being developed.

- *Not applicable.*

4.10.1.2 Pathways. The Developer of any subdivision, or any part thereof, shall provide Pathways for all trails and paths identified in the Master Plan that are located on the property to be subdivided or on City property adjacent to the property to be subdivided, and sidewalks required by this ordinance.

- *Not applicable.*

Summary and Suggested Conditions

The Council shall review the proposed plat and continue the public hearing, approve, conditionally approve, or deny the Final Plat. As the Short Plat process is being used for application, only the Final Plat is required for Council review.

The following conditions are suggested to be placed on any approval of this application:

- a) All Fire Department and Building Department requirements shall be met.
- b) All City infrastructure requirements shall be met as outlined in Section 5 of the Hailey Subdivision Ordinance. Detailed plans for all infrastructure to be installed or improved at or adjacent to the site shall be submitted for Department approval and shall meet City Standards where required. Infrastructure to be completed at the applicant's sole expense include, but will not be limited to, the following requirements and improvements:
 1. Vertical datum is assumed. Benchmark is a found 1/2" reb or at the northeast corner of the lot, and shown heron as the Point of Beginning. Elevation -
 2. Property is subject to terms, provisions, covenants, conditions, restrictions, easements, charges, assessments and liens provided by applicable condominium law or the Condominium Declaration, Articles of Incorporation and By-laws recorded in the following documents:
 - a. Condominium Declaration for River Street Station Condominiums, recorded as Instrument No. _____, records of Blaine County, Idaho.
 - b. By-laws for River Street Station Condominiums, are recorded as Instrument No. _____, records of Blaine County, Idaho.
 - c. Articles of Incorporation for River Street Station Condominiums, recorded as Instrument No. _____, records of Blaine County, Idaho.
 3. All area outside of units that is not designated as limited common is common area.
- c) The final plat shall include plat notes 1 through 3, including all sub-notes, shall be included on the final plat as stated:
 1. Vertical datum is assumed. Benchmark is a found 1/2" reb or at the northeast corner of the lot, and shown heron as the Point of Beginning. Elevation -
 2. Property is subject to terms, provisions, covenants, conditions, restrictions, easements, charges, assessments and liens provided by applicable condominium law or the Condominium Declaration, Articles of Incorporation and By-laws recorded in the following documents:
 - a. Condominium Declaration for River Street Station Condominiums, recorded as Instrument No. _____, records of Blaine County, Idaho.
 - b. By-laws for River Street Station Condominiums, are recorded as Instrument No. _____, records of Blaine County, Idaho.
 - c. Articles of Incorporation for River Street Station Condominiums, recorded as Instrument No. _____, records of Blaine County, Idaho.
 3. All area outside of units that is not designated as limited common is common area.
- d) Issuance of permits for the construction of buildings within the proposed subdivision shall be subject to Section 2.9 of the Subdivision Ordinance.
- e) All improvements and other requirements shall be completed and accepted, or surety provided pursuant to Sections 3.3.7 and 5.9.1 of the Subdivision Ordinance, prior to recordation of the final plat.
- f) The Final Plat must be submitted within one (1) calendar year from the date of approval of the Final Plat, unless otherwise allowed for within a phasing agreement.

- g) Any subdivision inspection fees due shall be paid prior to recording the final plat.
- h) Any application development impact fees shall be paid prior to recording the final plat.
- i) The Condominium Declaration shall be recorded prior to the recordation of the plat with the instrument number printed on the Final Plat.
- j) By-laws for River Street Station Condominiums shall be recorded prior to the recordation of the plat with the instrument number printed on the Final Plat.
- j) The Articles of Incorporation shall be recorded prior to the recordation of the plat with the instrument number printed on the Final Plat.
- j) The Articles of Incorporation shall be recorded prior to the recordation of the plat with the instrument number printed on the Final Plat.

Motion Language:

Approval:

Motion to approve the Final Plat for River Street Station Condominium, submitted by River Street Station, LLC and represented by Brian Yeager of Galena Engineering, finding that the application meets City Standards.

Denial:

Motion to deny _____ application for _____ located at _____ (street address), finding that _____ [the Council should cite which standards are not met and provided the reason why each identified standard is not met].

Continuation:

Motion to continue the public hearing upon the _____ application for _____ to _____ [the Council should specify a date].

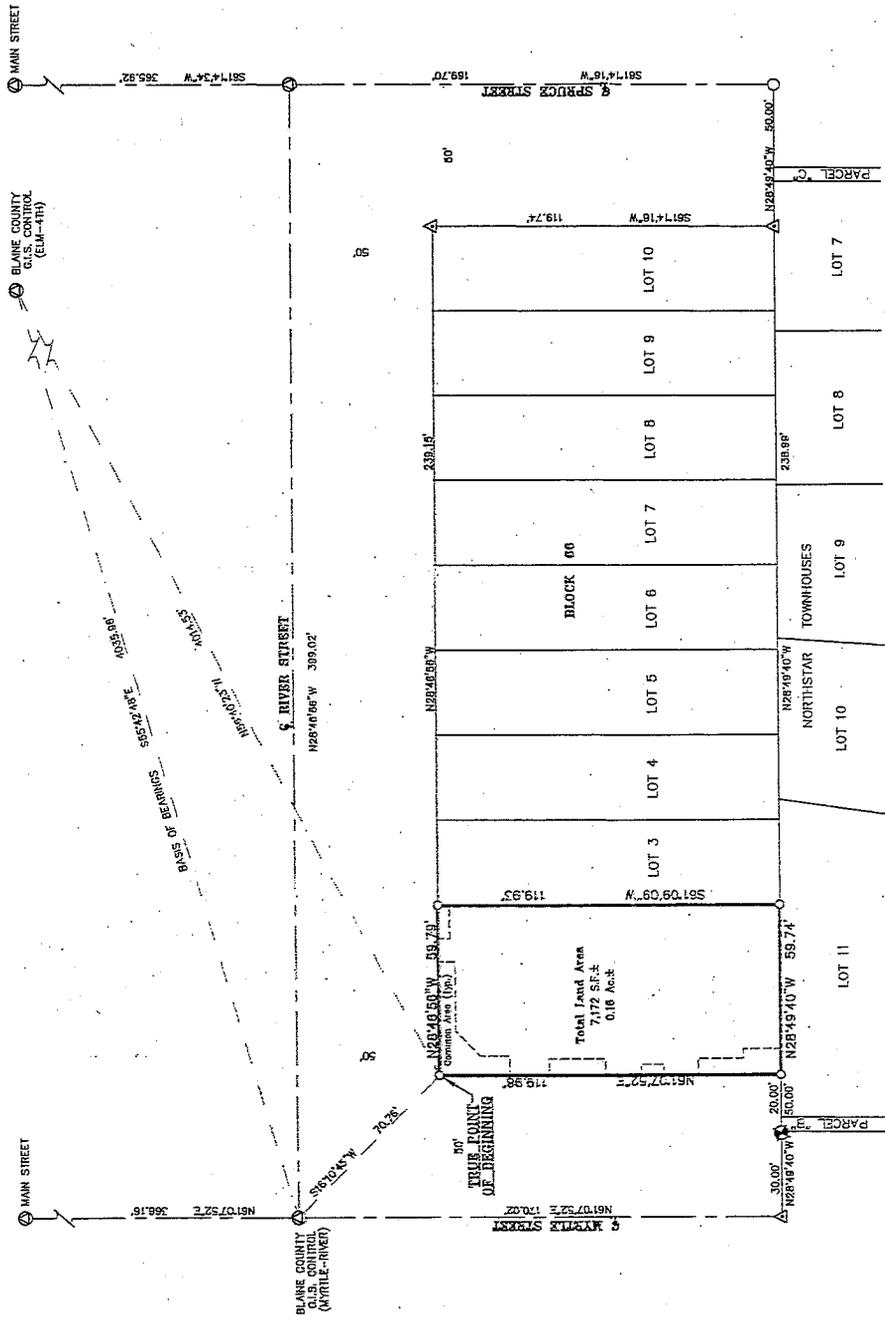
A PLAT SHOWING RIVER STREET STATION CONDOMINIUMS

WHEREIN LOT 1A, BLOCK 66, ORIGINAL TOWNSITE OF HAILEY IS CONVERTED INTO CONDOMINIUM UNITS
LOCATED WITHIN THE NW1/4 OF SECTION 9, T.2 N., R.18 E., B.M., CITY OF HAILEY, BLAINE COUNTY, IDAHO

NOVEMBER 2013



SCALE: 1" = 30'



- LEGEND**
- Property Line
 - Adjoining Lot Line
 - Centerline
 - Building Outline
 - Survey Tie
 - Found Brass Cap
 - Found Aluminum Cap Monument
 - Found 1/2" Rebar
 - Found 5/8" Rebar
 - Calculated Point (No Pin Set)

NOTES

1. Vertical datum is assumed. Benchmark is a found 1/2" rebar at the northeast corner of the lot, and shown hereon as the Point of Beginning. Elevation = 5327.66.
2. Property is subject to terms, provisions, covenants, conditions, restrictions, easements, and other appurtenant rights, provided by applicable condominium law at the time of incorporation, Articles of Incorporation and By-Laws recorded in the following documents:
 - a. Condominium Declaration for River Street Station Condominiums, recorded as Instrument No. _____, records of Blaine County, Idaho.
 - b. By-Laws for River Street Station Condominiums, recorded as Instrument No. _____, records of Blaine County, Idaho.
 - c. Articles of Incorporation for River Street Station Condominiums, recorded as Instrument No. _____, records of Blaine County, Idaho.
3. All area outside of units that is not designated as limited common is common area.

**SEE SHEET 2 FOR CONDOMINIUM UNIT
DIMENSIONS, TIES AND ADDITIONAL NOTES**

RIVER STREET STATION
CONDOMINIUMS
GALENA ENGINEERING, INC.
KETCHUM, IDAHO

Sheet 1 of 3
Job No. 39470_3 Condo plat

Brian D. Yeager, P.L.S. 13260

HEALTH CERTIFICATE: Sanitary restrictions on required by Idaho Code Title 80, Ch. 13, have been satisfied. Sanitary restrictions may be reimposed in accordance with Idaho Code Title 80, Ch. 13, Sec. 50-1326, by issuance of a Certificate of Disapproval.

Date _____ South Central District Health Dept., EHS

FINDINGS OF FACT, CONCLUSIONS OF LAW AND DECISION

On December 9, 2013 the Hailey Planning & Zoning Commission considered an application for Preliminary Plat submitted by River Street Station LLC, represented by Brian Yeager of Galena Engineering, for approval of a condominium subdivision within an existing building located at Lot 1A, Block 66, Hailey Townsite and to be called River Street Station Condominiums, thereby creating Unit A, Unit B, Unit C, Unit D, and Unit E. The Commission, 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

HEARING: November 12, 2013

Applicant: River Street Station, LLC, represented by Kimberlee Johnson of Galena Engineering

Project: River Street Station Condominiums

Request: Preliminary Plat approval with recommendation to the City Council

Location: Lot 1A, Block 66, Hailey Townsite

Zoning: Business District (B)

Notice

Notice for the public hearing was published in the Idaho Mountain Express on October 23, 2013; the notice was mailed to public agencies and to property owners within 300 feet on October 24, 2013. The site was posted on October 24, 2013.

Application

River Street Station, LLC, represented by Brian Yeager of Galena Engineering, has submitted an application for Preliminary Plat approval for a condominium plat/subdivision of an existing building located on Lot 1A, Block 66, Hailey Townsite. The property is currently zoning Business and is within the Townsite Overlay. The existing building, River Street Station, is situated on a parcel comprising 7,172 square feet (.16 acres). The applicant proposes divide the building up into five units: Unit A, Unit B, Unit C, Unit D, and Unit E. The total land area of the subdivision is 7,172 square feet or .16 acres.

Department Comments

Life/safety issues: The current preliminary plat reflects all changes and revisions recommended and requested by the City Engineer.

Water and Sewer issues: The current preliminary plat reflects all changes and revisions recommended and requested by Tom Hellen, the City Engineer and Public Works Director.

Engineering issues: The current preliminary plat reflects all changes and revisions recommended and requested by Tom Hellen, the City Engineer and Public Works Director.

Standards of Evaluation

Northridge X Subdivision Standards of Evaluation

SECTION 4 - DEVELOPMENT STANDARDS

4.0 General Standards.

The configuration and development of proposed subdivisions shall be subject to and meet the provisions and standards found in this Ordinance, the Zoning Ordinance and any other applicable Ordinance or policy of the City of Hailey, and shall be in accordance with general provisions of the Comprehensive Plan.

4.1 Streets.

Streets shall be provided in all subdivisions where necessary to provide access and shall meet all standards below.

- *Streets are existing and are provided.*

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

- *The existing streets meet this standard.*

4.1.2 Cul-de-sacs or dead end streets shall be allowed only if connectivity is not possible due to surrounding topography or existing platted development. Where allowed, such cul-de-sacs or dead end streets shall comply with all regulations set forth in the IFC and other applicable codes and ordinances. Street rights-of-way extended into un-platted areas shall not be considered dead end streets.

More than one access may be required based on the potential for impairment of a single access by vehicle congestion, terrain, climatic conditions or other factors that could limit access.

- *No cul-de-sac or dead end streets are proposed. Access to this subdivision complies with the conditions above.*

4.1.3 Streets shall be laid out so as to intersect as nearly as possible at right angles and no street shall intersect any other street at less than eighty (80) degrees. Where possible, four way intersections shall be used. A recommended distance of 500 feet, with a maximum of 750 feet, measured from the center line, shall separate any intersection. Alternatively, traffic calming measures including but not limited to speed humps, speed tables, raised intersections, traffic circles or roundabouts, meanderings, chicanes, chokers, and/or neckdowns shall be a part of the street design. Alternate traffic calming measures may be approved with a recommendation by the City Engineer. Three way intersections shall only be permitted where most appropriate or where no other configuration is possible. A minimum distance of 150 feet, measured from the center line, shall separate any two three-way intersections.

- *Street configuration meets the conditions stated and both intersections to the east and west are four way intersections.*

- 4.1.4 Street center lines which deflect more than five (5) degrees shall be connected by a curve. The radius of the curve for the center line shall not be more than 500 feet for an arterial street, 166 feet for a collector street and 89 feet for a residential street. Alternatively, traffic calming measures including but not limited to speed humps, speed tables, raised intersections, traffic circles or roundabouts, meanderings, chicanes, chokers, and/or neckdowns shall be a part of the street design. Alternate traffic calming measures may be approved with a recommendation by the City Engineer.

The existing horizontal layout complies with the above standard.

- 4.1.5 Street width is to be measured from property line to property line. The minimum street width, unless specifically approved otherwise by the Council, shall be as specified in City Standards for the type of street.

(Ord. 1002, §2, 03/26/2008)

- *Streets right of ways meet the requirements.*

- 4.1.6 Roadway, for the purpose of this section, shall be defined as the area of asphalt from curb face to curb face or edge to edge. Roadway includes areas for vehicle travel and may include parallel or angle in parking areas. The width of roadways shall be in accordance with the adopted City Standards for road construction.

- *The current streets, River Street and Myrtle Street, meet this standard.*

- 4.1.7 Road Grades shall be at least two percent (2%) and shall not generally exceed six percent (6%). Grade may exceed 6%, where necessary, by 1% (total 7%) for no more than 300 feet or 2% (total 8%) for no more than 150 feet. No excess grade shall be located within 200 feet of any other excess grade nor there any horizontal deflection in the roadway greater than 30 degrees within 300 feet of where the excess grade decreases to a 2% slope.

- *Roadway grades are in compliance with the standards.*

- 4.1.8 The Developer shall provide storm sewers and/or drainage areas of adequate size and number to contain any runoff within the streets in the subdivision in conformance with the applicable Federal, State and local regulations. The developer shall provide copies of state permits for shallow injection wells (drywells). Drainage plans shall be reviewed by City Staff and shall meet the approval of the City Engineer. Developer shall provide a copy of EPA's "NPDES General Permit for Stormwater Discharge from Construction Activity" for all construction activity affecting more than one acre.

- *Drainage areas are in place and in compliance.*

4.1.9 The Developer shall provide and install all street and traffic control signs in accordance with City Standards.

- *Street signs are existing and provided per the standards.*

4.1.10 All streets and alleys within any subdivision shall be dedicated for public use, except as provided herein. New street names (public and private) shall not be the same or similar to any other street names used in Blaine County.

- *Not applicable. No new streets are proposed.*

4.1.10.1 Private streets may be allowed (a) to serve a maximum of five (5) residential dwelling units, (b) within Planned Unit Developments, or (c) within commercial developments in the Business, Limited Business, Neighborhood Business, Light Industrial, Technological Industry, and Service Commercial Industrial districts. Private streets are allowed at the sole discretion of the Council, except that no Arterial or Major Street, or Collector or Secondary Street may be private. Private streets shall have a minimum total width of 36 feet, shall be constructed to all other applicable City Standards including paving, and shall be maintained by an owner's association.

- *Not applicable. No new streets are proposed.*

4.1.10.2 Private streets, wherever possible, shall provide interconnection with other public streets and private streets.

(Ord. 1002, §3, 03/26/2008)

- *Not applicable.*

4.1.10.3 The area designated for private streets shall be platted as a separate parcel according to subsection 4.5.3 below. The plat shall clearly indicate that the parcel is unbuildable except for public vehicular and public pedestrian access and ingress/egress, utilities or as otherwise specified on the plat.

(Ord. 1002, §4, 03/26/2008)

- *Not applicable.*

4.1.10.4 Private street names shall not end with the word "Road", "Boulevard", "Avenue", "Drive" or "Street". Private streets serving five (5) or fewer dwelling units shall not be named.

- *Not applicable.*

4.1.10.5 Private streets shall have adequate and unencumbered 10-foot wide snow storage easements on both sides of the street, or an accessible dedicated snow storage easement representing not less than twenty-five (25%) of the improved area of the private street. Private street snow storage easements shall not be combined with, or encumber, required on-site snow storage areas.

(Ord. 1002, §5, 03/26/2008)

- *Snow storage as required is provided.*

4.1.10.6 Subdivisions with private streets shall provide two (2) additional parking spaces per dwelling unit for guest and/or overflow parking. These spaces may be located (a) within the residential lot (e.g., between the garage and the roadway), (b) as parallel spaces within the street parcel or easement adjacent to the travel lanes, (c) in a designated guest parking area, or (d) as a combination thereof. Guest/overflow parking spaces are in addition to the minimum number of parking spaces required pursuant to Article IX of the Hailey Zoning Ordinance. The dimension of guest/overflow parking spaces shall be no less than 10' by 20' if angle parking, or 10' by 24' if parallel. Guest overflow parking spaces shall be improved with asphalt, gravel, pavers, grass block, or other all-weather dustless surface. No part of any required guest/overflow parking spaces shall be utilized for snow storage.

- *Not applicable. No new streets are proposed*

4.1.11 Driveways may provide access to not more than two (2) residential dwelling units. Where a parcel to be subdivided will have one lot fronting on a street, not more than one additional single family lot accessed by a driveway may be created in the rear of the parcel. In such a subdivision, where feasible (e.g., no driveway already exists), both lots shall share access via a single driveway. Driveways shall not be named.

- *Not applicable. No new driveways are proposed*

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

Accessing one residential unit:	12 feet
Accessing two residential units:	16 feet

No portion of the required fire lane width of any driveway may be utilized for parking, above ground utility structures, dumpsters or other service areas, snow storage or any other obstructions.

- *Not applicable. No new driveways are proposed.*

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

- *Not applicable. No new driveways are proposed*

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

- *Not applicable. No new driveways are proposed*

4.1.11.4 The area designated for a driveway serving more than one dwelling unit shall be platted as a separate unbuildable parcel, or as a dedicated driveway easement. Easements and parcels shall clearly indicate the beneficiary of the easement or parcel and that the property is

unbuildable except for ingress/egress, utilities or as otherwise specified on the plat. A building envelope may be required in order to provide for adequate building setback.

- *Not applicable. No new driveways are proposed*

4.1.11.5 No driveway shall interfere with maintenance of existing infrastructure and shall be located to have the least adverse impact on residential dwelling units, existing or to be constructed, on the lot the easement encumbers and on adjacent lots.

- *Not applicable. No new driveways are proposed*

4.1.12 A parking access lane shall not be considered a street, but shall comply with all regulations set forth in the IFC and other applicable codes and ordinances.
Development of lots will be in compliance.

- *Not applicable. No new parking access lanes are proposed*

4.1.13 Required fire lanes, whether in private streets, driveways or parking access lanes, shall comply with all regulations set forth in the IFC and other applicable codes and ordinances.

- Development of lots will be in compliance.

4.2 Sidewalks and Pathways.

4.2.1 Sidewalks, curb and gutter shall be required improvements for projects requiring Subdivision approval in the B, LB, TI, A and SCI zoning districts. At a minimum, sidewalks and curb and gutter, where required, shall comply with the City Standards. Sidewalks shall be at least six feet (6') wide or as wide as adjacent sidewalks on the same block, whichever is greater. Sidewalks shall be constructed along the entire length of a property adjacent to any public or private street in all zones, as well as in locations that provide safe pedestrian access to and around a commercial or mixed-use building. New sidewalks shall be planned to provide pedestrian connections to any existing sidewalks adjacent to the site. Sites located adjacent to public or private streets that are not currently thru-streets, regardless whether the street may provide a connection to future streets, shall provide sidewalks to facilitate future pedestrian connections. Sidewalks and drainage improvements shall also be required in other districts, except as otherwise provided herein. The requirement for sidewalk may be waived if the cost of the proposed project construction is less than twenty thousand dollars (\$20,000). For subdivisions in the Townsite Overlay District, the requirement for sidewalk may be waived for any lot line adjustment associated with a residential remodel or addition; sidewalks shall be required for new primary dwellings.

(Ord. 1017, §1, 11/19/08)

- *The parcel is zoned Business, therefore sidewalks, curb, and gutter are required.*
- *Existing sidewalks, curb, and gutter are provided within the public right-of-way, however the City Engineer recommends repair of the existing sidewalks as condition of approval for this subdivision.*
- *The sidewalk approach at the corner of River Street and Myrtle is dilapidated and does not meet City Standards. This section should be repaired and replaced according to City Standards and subject to an inspection by the City Engineer as a condition of approval.*

4.2.2 Pathways. The Developer shall install all non-vehicular pathways, to City Standards, in all areas within or adjacent to the property to be developed where Pathways are depicted upon the Master Plan.

- *Not applicable. No pathways are proposed*

4.2.3 The Developer may, at Developer's option, propose alternatives to either the standard sidewalk configuration required in Section 4.2.1, or the planned non-vehicular pathway required in Section 4.2.2. The Hearing Examiner or Commission and Council shall ensure that the alternative configuration shall not reduce the level of service or convenience to either residents of the development or the public at large.

- *Alternatives may be considered, such as an in-lieu payment for sidewalk repairs. At this time, the applicant has not proposed any alternatives.*

4.2.4 After receiving a recommendation by the Hearing Examiner or Commission, the Council may in its discretion approve and accept voluntary cash contributions in-lieu of the improvements described in this Section 4.2, which contributions must be segregated by the City and not used for any purpose other than the provision of these improvements. The contribution amount shall be 110% of the estimated costs of concrete sidewalk and drainage improvements provided by a qualified contractor, plus associated engineering costs, as approved by the City Engineer. Any approved in-lieu contribution shall be paid before the City signs the final plat. In-lieu contributions for sidewalks shall not be accepted in Business, Limited Business, Neighborhood Business Technological Industry and Service Commercial Industrial districts.

(Ord. 1002, §6, 03/26/2008)

- *No alternatives are proposed at this time.*

4.3 Alleys and Easements.

4.3.1 Alleys shall be provided in all Business District and Limited Business District developments where feasible.

- *Not applicable.*

4.3.2 The minimum width of an alley shall be 26 feet.

- *Not applicable.*

- 4.3.3 All alleys shall be dedicated to the public or provide for public access.
- *Not applicable.*
- 4.3.4 All infrastructures to be installed underground shall, where possible, be installed in the alleys platted.
- *Not applicable.*
- 4.3.5 Alleys in commercial areas shall be improved with drainage as appropriate and which the design meets the approval of the City Engineer. The Developer shall provide storm sewers and/or drainage areas of adequate size and number to contain any runoff within the streets in the subdivision upon the property in conformance with the latest applicable Federal, State and local regulations. The developer shall provide copies of state permits for shallow injection wells (drywells). Drainage plans shall be reviewed by City Staff and shall meet the approval of the City Engineer.
- *Not applicable.*
- 4.3.6 Dead-end alleys shall not be allowed.
- *Not applicable.*
- 4.3.7 Where alleys are not provided, easements of not less than ten (10) feet in width may be required on each side of all rear and/or side lot lines (total width = 20 feet) where necessary for wires, conduits, storm or sanitary sewers, gas and water lines. Easements of greater width may be required along lines, across lots, or along boundaries, where necessary for surface drainage or for the extension of utilities.
- *Easements as depicted will be provided.*
- 4.3.8 Easements. Easements, defined as the use of land not having all the rights of ownership and limited to the purposes designated on the plat, shall be placed on the plat as appropriate. Plats shall show the entity to which the easement has been granted. Easements shall be provided for the following purposes:
- Easements are shown as required on the plat.
- 4.3.8.1 To provide access through or to any property for the purpose of providing utilities, emergency services, public access, private access, recreation, deliveries or such other purpose. Any subdivision that borders on the Big Wood River shall dedicate a 20-foot wide fisherman's access easement, measured from the Mean High Water Mark, which shall provide for non-motorized public access. Additionally, in appropriate areas, an easement providing non-motorized public access through the subdivision to the river shall be required as a sportsman's access.
- *Not applicable.*

4.3.8.2 To provide protection from or buffering for any natural resource, riparian area, hazardous area, or other limitation or amenity on, under, or over the land. Any subdivision that borders on the Big Wood River shall dedicate a one hundred (100) foot wide riparian setback easement, measured from the Mean High Water Mark, upon which no permanent structure shall be built, in order to protect the natural vegetation and wildlife along the river bank and to protect structures from damage or loss due to river bank erosion. A twenty-five (25) foot wide riparian setback easement shall be dedicated adjacent to tributaries of the Big Wood River. Removal and maintenance of live or dead vegetation within the riparian setback easement is controlled by the applicable bulk requirement of the Flood Hazard Overlay District. The riparian setback easement shall be fenced off during any construction on the property.

- *Not applicable.*

4.3.8.3 To provide for the storage of snow, drainage areas or the conduct of irrigation waters. Snow storage areas shall be not less than twenty-five percent (25%) of parking, sidewalk and other circulation areas. No dimension of any snow storage area may be less than 10 feet. All snow storage areas shall be accessible and shall not be located over any above ground utilities, such as transformers.

- *Snow storage easements are depicted.*

4.4 Blocks.

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

- *Not applicable.*

4.5 Lots.

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

- *Proposed lots are condominium lots and not limited to a lot size, per IC §§55.1501 et seq.*

4.5.1.1 If lots are more than double the minimum size required for the zoning district, the Developer may be required to arrange lots in anticipation of future resubdivision and provide for future streets where necessary to serve potential lots, unless the plat restricts further subdivision.

- *Not applicable*

4.5.2 Double frontage lots shall be prohibited except where unusual topography, a more integrated street plan, or other conditions make it undesirable to meet this requirement. Double frontage lots are those created by either public or private streets, but not by driveways or alleys. Subdivisions providing a platted parcel of 25 feet or more between any street right-of-way and any single row of lots shall not be considered to have platted double frontage lots. The 25-foot wide parcel provided must be landscaped to provide a buffer between the street and the lot(s).

- *Not applicable*

4.5.3 No unbuildable lots shall be platted. Platted areas that are not buildable shall be noted as such and designated as "parcels" on the plat. Green Space shall be clearly designated as such on the plat.

- *Not applicable.*

4.5.4 A single flag lot may be permitted at the sole discretion of the Hearing Examiner or Commission and Council, in which the "flagpole" projection is serving as a driveway as provided herein, providing connection to and frontage on a public or a private street. Once established, a flag lot may not be further subdivided, but a lot line adjustment of a flag lot is not considered a further subdivision. The "flagpole" portion of the lot shall be included in lot area, but shall not be considered in determining minimum lot width. The "flagpole" shall be of adequate width to accommodate a driveway as required by this ordinance, fire and other applicable codes. Flag lots within the Townsite Overlay District are not allowed, except where parcels do not have street access, such as parcels adjacent to the ITD right-of-way.

- *Not applicable.*

4.5.5 All lots shall have frontage on a public or private street. No frontage width shall be less than the required width of a driveway as provided under Sections 4.1.11.1 and 4.5.4 of this Ordinance. Townhouse Sub-Lots are excluded from this requirement; provided, however, that Townhouse Developments shall have frontage on a street.

- *Appropriate frontage is provided.*

4.5.6 In the Townsite Overlay District, original Townsite lots shall be subdivided such that the new platted lots are oriented the same as the original lots, i.e. lots shall be subdivided in such a way as to maintain frontage on both the street and alley. Exceptions may be made for corner properties with historic structures.

- *Not applicable.*

4.6 Orderly Development.

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

- *Not applicable.*

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

- *Not applicable.*

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

- Provision of on-site or off-site street or intersection improvements.
- Provision of other off-site improvements.
- Dedications and/or public improvements on property frontages.
- Dedication or provision of parks or green space.
- Provision of public service facilities.
- Construction of flood control canals or devices.
- Provisions for ongoing maintenance.
 - o *Not applicable.*

4.6.4 When the Developer of Contiguous Parcels proposes to subdivide any portion of the Contiguous Parcels, an Area Development Plan shall be submitted and approved. The Commission and Council shall evaluate the following basic site criteria and make appropriate findings of fact:

- a) Streets, whether public or private, shall provide an interconnected system and shall be adequate to accommodate anticipated vehicular and pedestrian traffic.
- b) Non-vehicular circulation routes shall provide safe pedestrian and bicycle ways and provide an interconnected system to streets, parks and green space, public lands, or other destinations.
- c) Water main lines and sewer main lines shall be designed in the most effective layout feasible.
- d) Other utilities including power, telephone, cable, and gas shall be designed in the most effective layout feasible.
- e) Park land shall be most appropriately located on the Contiguous Parcels.
- f) Grading and drainage shall be appropriate to the Contiguous Parcels.
- g) Development shall avoid easements and hazardous or sensitive natural resource areas.

The Commission and Council may require that any or all Contiguous Parcels be included in the subdivision.

- *Not applicable*

4.7 Perimeter Walls, Gates and Berms.

The City of Hailey shall not approve any residential subdivision application that includes any type of perimeter wall or gate that restricts access to the subdivision. This regulation does not prohibit fences on or around individual lots. The City shall also not allow any perimeter landscape berm more than 3' higher than the previously existing (original) grade.

- *Not applicable.*

4.8 Cuts, Fills, Grading and Drainage.

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

- *Not applicable.*

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

- *As the application is for condos within an existing building, no soil disturbance is proposed.*

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

Proposed contours at a maximum of two (2) foot contour intervals;
Cut and fill banks in pad elevations;
Drainage patterns;
Areas where trees and/or natural vegetation will be preserved;
Location of all street and utility improvements including driveways to building envelopes; and
Any other information which may reasonably be required by the Administrator, Hearing Examiner, Commission and/or Council.

- *Not applicable*

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

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

- *Not applicable*

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

- *Not applicable.*

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

- *Compliance with this requirement will be maintained.*

4.8.2.4 Where cuts, fills or other excavation are necessary, the following development standards shall apply:

4.8.2.4.1 Fill areas for structures or roads shall be prepared by removing all organic material detrimental to proper compaction for soil stability.

- *Not applicable.*

4.8.2.4.2 Fill for structures or roads shall be compacted to at least 95 percent of maximum density as determined by American Association State Highway Transportation Officials (AASHTO) and American Society of Testing & Materials (ASTM).

- *Not applicable.*

4.8.2.4.3 Cut slopes shall be no steeper than two horizontal to one vertical. Subsurface drainage shall be provided as necessary for stability.

- *Not applicable.*

4.8.2.4.4 Fill slopes shall be no steeper than three horizontal to one vertical. Neither cut nor fill slopes shall be located on natural slopes of three to one or steeper, or where fill slope toes out within twelve (12) feet horizontally of the top of existing or planned cut slope.

- *Not applicable.*

4.8.2.4.5 Tops and toes of cut and fill slopes shall be set back from structures and property lines as necessary to accommodate drainage features and drainage structures.

- *Not applicable.*

4.8.2.5 The Developer shall provide storm sewers and/or drainage areas of adequate size and number to contain the runoff upon the property in conformance with the applicable Federal, State and local regulations. The Developer shall provide copies of state permits for shallow injection wells (drywells). Drainage plans shall be reviewed by Planning Staff and shall meet the approval of the City Engineer. Developer shall provide a copy of EPA's "NPDES General Permit for Stormwater Discharge from Construction Activity" for all construction activity affecting more than one acre.

- *All above requirements have been met in previous construction of existing facilities.*

4.10 Parks, Pathways and Other Green Spaces.

4.10.1 Parks and Pathways. Unless otherwise provided, every subdivision shall set aside a Park and/or Pathway(s) in accordance with standards set forth herein.

4.10.1.1 Parks. The Developer of any subdivision, or any part thereof, consisting of three (3) or more residential lots, including residential townhouse sub-lots and residential condominium units, without regard to the number of phases within the subdivision, shall set aside or acquire land area within, adjacent to or in the general vicinity of the subdivision for Parks. Parks shall be developed within the City of Hailey and set aside in accordance with the following formula:

$P = x$ multiplied by .0277

"P" is the Parks contribution in acres

"x" is the number of single family lots, residential townhouse sub-lots or residential condominium units contained within the plat. Where multi-family lots are being platted with no fixed number of units, "x" is maximum number of residential lots, sub-lots, and units possible within the subdivision based on current zoning regulations

In the event the subdivision is located in the Business (B), Limited Business (LB), Neighborhood Business (NB), or Transitional (TN) zoning districts, the area required for a Park shall be reduced by 75%, but in no event shall the area required for a Park/Cultural Space exceed 17.5% of the area of the lot(s) being developed.

- *Not applicable.*

4.10.1.2 Pathways. The Developer of any subdivision, or any part thereof, shall provide Pathways for all trails and paths identified in the Master Plan that are located on the property to be subdivided or on City property adjacent to the property to be subdivided, and sidewalks required by this ordinance.

- *Not applicable.*

CONCLUSIONS OF LAW

Based upon the above Findings of Fact, the Commission makes the following Conclusions of Law:

1. Adequate notice, pursuant to Section 3 of the Hailey Subdivision Ordinance, was given for the public hearing.
2. Upon compliance with the conditions noted below, the application substantially meets the standards of approval set forth in the Hailey Subdivision Ordinance.
3. The application for Preliminary Plat, as presented on the day these findings are signed is approved by the Hailey Planning and Zoning Commission.

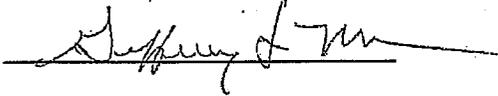
DECISION

The application submitted by River Street Station LLC, represented by Brian Yeager of Galena Engineering, for approval of a condominium subdivision within an existing building located on Lot 1A, Block 66, Hailey Townsite to be called River Street Station Condominiums, ther by creating Unit A, Unit B, Unit C, Unit D, and Unit E is hereby approved subject to the following terms and conditions:

- a) All Fire Department and Building Department requirements shall be met. Items to be completed at the applicant's sole expense include, but will not be limited to, the following requirements and improvements:
- b) All City infrastructure requirements shall be met as outlined in Section 5 of the Hailey Subdivision Ordinance. Detailed plans for all infrastructure to be installed or improved at or adjacent to the site shall be submitted for Department approval and shall meet City Standards where required. Infrastructure to be completed at the applicant's sole expense include, but will not be limited to, the following requirements and improvements:
- c) Issuance of permits for the construction of buildings within the proposed subdivision shall be subject to Section 2.9 of the Subdivision Ordinance.
- d) All improvements and other requirements shall be completed and accepted, or surety provided pursuant to Sections 3.3.7 and 5.9.1 of the Subdivision Ordinance, prior to recordation of the final plat.
- e) The final plat must be submitted within one (1) calendar year from the date of approval of the preliminary plat, unless otherwise allowed for within a phasing agreement.

A party aggrieved by a final decision of the Commission may appeal in writing any final decision by filing a Notice of Appeal with the Hailey City Clerk within fifteen (15) days from the date of the decision.

Signed this 9 day of Dec., 2013.



Geoffrey Moore, Chair

Attest:



Kristine Hilt, Community Development Coordinator

AGENDA ITEM SUMMARY

DATE: 12/16/2013

DEPARTMENT: Legal

DEPT. HEAD SIGNATURE: _____

SUBJECT:

Traffic Safety Education Program Ordinance

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

There is a new law, Idaho Code § 50-336, which becomes effective on January 1, 2014. This law authorizes cities to elect to create a traffic safety education program by ordinance. If a city creates such a program, then a person who is cited with an infraction for a moving violation not involving a collision can elect to take a traffic course without suffering the loss of points and without any impact on insurance rates. As you may know, Hailey has already implemented such a traffic school. But with the new law we must adopt an ordinance to continue the traffic safety education program.

Under this law, a cited driver would pay the fixed fine to the Court Clerk for the infraction and then pay program fee not to exceed \$25 to the City Clerk. A person charged with speeding less than 15 mph over the speed limit would pay \$90 in a fine. Idaho has adopted a rather intricate allocation for fines. If my math is correct, Hailey would receive \$30.15 from the Court Clerk's office for speeding ticket where a person is charged for speeding less than 15 mph over the speed limit. In addition, Hailey could receive \$25 per offender.

In discussing this with Chief of Police Jeff Gunter, it sounds like the Idaho Supreme Court is not quite ready for the implementation of this law. The new law provides that the Idaho Supreme Court is authorized to establish rules necessary to implement the law. I would think that the rules would only govern the courts, not the police or clerks departments. So, I would not expect the court rules to have an impact on our ordinance. Accordingly, I have drafted this ordinance to comply with state law in the event you wish to continue the traffic school.

I think you have several options:

1. Adopt this ordinance now with an effective date of January 1, 2014. Of course, you would have to waive the readings of the ordinance. If the Supreme Court implemented a rule which would require an amendment to the ordinance, we could make an appropriate amendment at a later date.
2. Table this discussion until the Supreme Court adopts any rules. In this event, we would have to suspend the traffic school until we adopt the appropriate ordinance.
3. Cease the traffic safety education program.

Ned

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS: Caselle # _____

Budget Line Item # _____ YTD Line Item Balance \$ _____

Estimated Hours Spent to Date: _____ Estimated Completion Date: _____

Staff Contact: _____ Phone # _____

Comments: _____

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Conduct a public hearing and make any appropriate revisions. If the ordinance is acceptable, make a motion to approve the ordinance, to waive two readings, to read by title only and to authorize the mayor to sign; or make a motion to table the ordinance; or make a motion to cease the traffic safety education program.

FOLLOW-UP REMARKS:

HAILEY ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF HAILEY, IDAHO, ADDING A NEW CHAPTER TO THE HAILEY MUNICIPAL CODE, CHAPTER 10.44, TRAFFIC SAFETY EDUCATION PROGRAM, TO PROVIDE A PURPOSE, TO AUTHORIZE A TRAFFIC SAFETY EDUCATION PROGRAM TO QUALIFIED DRIVERS AS AN ALTERNATIVE TO RECEIVING VIOLATION POINTS AND INSURANCE RATING CHARGES, TO PROVIDE A PROCEDURE FOR A TRAFFIC SAFETY EDUCATION PROGRAM, TO ESTABLISH A TWENTY FIVE DOLLAR (\$25.00) PROGRAM FEE AND TO CREATE A REFUND PROCEDURE IF A DISQUALIFIED DRIVER ATTENDS A TRAFFIC SAFETY EDUCATION PROGRAM; PROVIDING FOR A SEVERABILITY CLAUSE; BY PROVIDING FOR A REPEALER CLAUSE; AND BY PROVIDING FOR THE EFFECTIVE DATE OF THIS ORDINANCE.

WHEREAS, Idaho Code § 50-336 was recently enacted with an effective date of January 1, 2014;

WHEREAS, Idaho Code § 50-336 authorizes the City of Hailey to elect by ordinance to create a traffic safety education program for qualified drivers as an alternative to receiving violation points and insurance rating charges and to collect a program fee; and

WHEREAS, the Mayor and City Council elect to create a traffic safety education program.

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

Section 1. The Hailey Municipal Code is amended by the addition of a new Chapter 10.44, Traffic Safety Education Program, as follows:

Chapter 10.44

TRAFFIC SAFETY EDUCATION PROGRAM

Sections:

10.44.010	Purpose
10.44.020	Election
10.44.030	Procedure
10.44.040	Refund

10.44.010 Purpose. This chapter is intended to allow drivers cited with an infraction for a moving violation not involving a collision within the City of Hailey to elect to receive education in traffic safety concepts as an alternative to receiving violation points and insurance rating charges, and to promote safety of drivers and pedestrians by increasing the awareness of traffic laws and rules.

10.44.020 Election. Pursuant to Idaho Code § 50-336, the City of Hailey elects to offer a traffic safety education program to all drivers issued an infraction citation pursuant to Idaho Code § 49-1501, as amended, by a city law enforcement officer for a moving violation not involving a collision within the City of Hailey.

10.44.030 Procedure.

a. If a driver is qualified under this Chapter to attend a traffic safety education program and if the driver elects to attend a traffic safety education program, the citing officer shall, at the time the time of the issuance of a citation, record the driver's election on the uniform citation issued to the driver. The citing officer shall also provide to the driver a written notice of the available times, locations and the cost of the traffic safety education program or a written notice identifying a telephone number or internet website address where such information can be obtained.

b. The driver shall have forty-five (45) days from the date of issuance of the citation to complete the traffic safety education program. A driver electing to attend the traffic safety education program shall pay the fixed penalty and court costs for the citation to the clerk of the court as provided in the citation and separately pay a program fee of twenty five dollars (\$25.00) to the City Clerk at or before the time of attendance at the traffic safety education program.

c. When a person has successfully completed a traffic safety education program for an infraction citation, the infraction shall not result in violation point counts as prescribed in Code § 49-326, as amended, nor shall the infraction be deemed to be a moving violation for the purpose of establishing rates of motor vehicle insurance charged by a casualty insurer.

d. When a person who fails to complete the offered traffic safety education program within the forty-five (45) days after voluntarily electing to attend will not be eligible to receive the relief described in subsection 10.44.030(c) of this Chapter.

e. The City Clerk or other authorized city official for the City of Hailey shall within fifteen (15) days of the completion of the traffic safety education program by the cited driver transmit verification of the completion to the Blaine County Clerk.

10.44.030 Qualification. Except as otherwise provided herein, all drivers issued an infraction citation pursuant to Idaho Code § 49-1501, as amended, by a city law enforcement officer for a moving violation not involving a collision within the City of Hailey is qualified to elect to attend the City of Hailey's traffic safety education program. The traffic safety education program option allowed in this Chapter is not available to:

a. Any driver holding a commercial driver's license or any person driving a commercial motor vehicle; or

b. Any driver having received within the last three (3) years relief from violation points as described in Subsection 10.44.030(c) of this Chapter or having received a point reduction as provided in rules of the Idaho department of transportation for completing any defensive driving or driver safety course.

10.44.040 Refund. If the City of Hailey collects a program fee from a driver disqualified from the traffic safety education program, the City of Hailey shall refund the program fee to the driver no later than ten (10) days following the discovery of the error. If the driver has already completed the program, the city shall, no later than ten (10) days following the discovery of the error, so notify the Blaine County Court Clerk and the driver and shall advise the driver that the relief provided in Subsection 10.44.030(c) of this Chapter is not available and shall pay to the driver twenty-five dollars (\$25.00) as liquidated damages for the error, in addition to refunding the program fee.

Section 2. 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 3. Repealer Clause. All ordinances or parts thereof in conflict herewith are hereby repealed and rescinded.

Section 4. Effective Date. This Ordinance shall be in full force and effect on January 1, 2014 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, 2013.

Fritz X. Haemmerle, Mayor
City of Hailey

ATTEST:

Mary Cone, City Clerk

AGENDA ITEM SUMMARY

DATE: 12/16/2013

DEPARTMENT: Admin

DEPT. HEAD SIGNATURE: HD

SUBJECT: Motion to approve Resolution 2013-___ authorizing 5-year lease agreement with Sawtooth Rangers for use of the Hailey Arena for Days of the Old West Rodeo events

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

The Sawtooth Rangers used the Arena for the past three years under a 3-year lease which has now expired. Following three conversations with the Sawtooth Rangers about lease terms, we submitted a draft 5-year Arena Lease for the Sawtooth Rangers to review. Their meeting is scheduled past our packet deadline. If they have significant changes following their meeting, we will pull this matter from the agenda.

The intent of the new language is to simplify payment methods and use parameters. With our use data from the last three years, the agreement intends to:

1. Allow exclusive use of the arena from July 1-5 for 5 years, 2014-2108.
2. Allow non-exclusive use of the arena for Ride Nights during weeknights.
3. Charge a flat-fee for the annual use of \$7,000.
4. In addition to the flat fee, charge directly for police security costs, and have SR pay directly for EMS standby.
5. Hold security deposit of \$500 throughout the term of the agreement.
6. Allow city to bill and require SR to pay for any damage or loss to the arena.
7. Allows SR to continue managing its own concessions.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

Comments: Over the past three years, Sawtooth Rangers has paid for Arena use as follows under the base rate + per-ticket sale model:

	2011	2012	2013
	\$7,470,	\$6,687	\$6,475

This averages, over nine days of events, \$2,300 per day.

In contrast, the Jordan World Circus, under the same model and selling tickets only to adults (children came for free and we collected no ticket sale revenue on kids), paid \$2,606 for a one-day event. The Days of the Old West has some sold out nights, the Circus was only about 3/4 filled, with just over 1,800 adults attending.

The \$7,000 flat fee proposed in the lease is based on the average of the Sawtooth Rangers payments over the past three years. The City may wish to consider other fee amounts. Some options are:

1. charge a \$7,500 flat fee, which would bring in \$2,500 per event day, which is a revenue amount closer to what the Jordan World Circus paid for a 3/4 capacity Arena.
2. charge a higher fee, assuming the base-rate + ticket sale model, on sold out nights, would bring over \$12,000 over three days.
3. Base fee on our costs, which would include direct costs, indirect costs, and a facility depreciation fee. Assuming the facility deprecation fee is 1% of the facility replacement cost, this fee would exceed \$25,000 per year.

Staff would appreciate council feedback on the fee method.

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

<input type="checkbox"/> City Attorney	<input type="checkbox"/> Finance	<input type="checkbox"/> Licensing	<input type="checkbox"/> Administrator
<input type="checkbox"/> Library	<input type="checkbox"/> Community Development	<input type="checkbox"/> Commission	<input type="checkbox"/> Building
<input type="checkbox"/> Police	<input type="checkbox"/> Fire Department	<input type="checkbox"/> Engineer	<input type="checkbox"/> W/WW
<input type="checkbox"/> Streets	<input type="checkbox"/> Parks	<input type="checkbox"/> Public Works	<input type="checkbox"/> Mayor

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to approve Resolution 2013-__ authorizing 5-year lease agreement with Sawtooth Rangers for use of the Hailey Arena for Days of the Old West Rodeo events, after agreeing on an appropriate fee.

ACTION OF THE CITY COUNCIL:

Date _____

City Clerk _____

FOLLOW-UP:

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

Copies (all info.):

Instrument # _____

*Additional/Exceptional Originals to: _____

Copies (AIS only)

USE AGREEMENT

This Use Agreement ("Agreement") is made this _____ day of December, 2013, by and between **CITY OF HAILEY**, a municipal corporation ("City") and **SAWTOOTH RANGERS RIDING CLUB, INC.**, an Idaho non-profit corporation ("Sawtooth").

RECITALS

A. The City is a municipal corporation and political subdivision of the State of Idaho. Fritz X. Haemmerle is the duly elected and acting mayor of the City of Hailey.

B. Sawtooth is a duly organized and operating non-profit corporation in the State of Idaho. Bud Amend is the duly elected and acting president of Sawtooth. By resolution, the president of Sawtooth is authorized to execute this Agreement.

C. City owns real property located at 791 Main Street So., Hailey Idaho, a portion of which is being developed as an outdoor multi-use arena, as depicted on attached **Exhibit "A"** ("Arena").

D. Under the Equine Activities Immunity Act (*Idaho Code §§ 6-1801 et seq.*), the City and Sawtooth are entitled to certain immunity for activities within the Arena. The parties acknowledge that the City will not provide equipment or tack during the Events, as defined hereinafter, and is not responsible to determine whether a rodeo participant is able to safely engage in activities or safely manage animals during the Events or whether the animals are able to behave safely with the participants during the Events.

E. Subject to the terms and conditions set forth herein, City is willing and agrees to allow Sawtooth to use the Arena and Sawtooth is willing and agrees to use the Arena.

AGREEMENT

NOW, THEREFORE, based upon the foregoing recitals which are incorporated in this Agreement below as though set forth in full, the parties agree as follows:

1. **Agreement Term.** Sawtooth shall have the exclusive right to use the Arena for five (5) years for a period of five (5) days each year, on the dates including July 1 through July 5 of the years 2014 through 2018 ("Rodeos"). Sawtooth shall have the non-exclusive right to use the Arena on weekdays during the period May 1-September 30 of the years 2014 through 2018 ("Ride Nights"). Collectively, Rodeos and Ride Nights are referred to as "Events." The non-exclusive use for Ride Nights may be preempted by the City for other scheduled events and Sawtooth will not be entitled to any compensation or damages for the loss of such non-exclusive use.. Either party may terminate this Agreement, with cause, provided notice is delivered to the other party six (6) months prior to the Events.

2. **Rent.** On or before the ___ day of _____, 2014, and on or before the ___ day every year thereafter during the term of this Agreement, Sawtooth shall pay to City as rent for the Arena Seven Thousand and no/100's Dollars (\$7,000) per year for use of the Arena, which amount shall be paid in July of each year.

3. **Use of Arena.** The Arena may be used and occupied by Sawtooth only as a public facility as a rodeo ground facility, as a concession area and as parking, and for no other purpose or purposes without City's prior written consent. During the Ride Nights and during periods of non-use of the Arena during the Rodeos, Sawtooth shall lock and secure all bathrooms, concession areas and security gates within the Arena, to keep members of the general public out of all secured areas. Sawtooth shall be responsible for the watering of the internal dirt portion of the Arena during the Events. Sawtooth shall not do or permit anything to be done in or about the Arena or bring or keep anything in the Arena that will in any way increase the rate of fire insurance upon the building in which the Arena is situated. Sawtooth shall not perform any acts or carry on any practices that may injure the Arena or the building of which the Arena form a part, which are not normally associated with a rodeo event. Sawtooth agrees to comply with (and cause its agents, contractors, employee and invitees to comply with) any rules and regulations with reasonable modification hereof which City may from time to time make and deliver to Sawtooth in writing, provided the City provides Sawtooth with thirty (30) days advance notice of a hearing to consider the proposed rules and regulations and provided any adopted rules and regulations are effective sixty (60) days before the beginning of any Event. The City agrees that the Professional Rodeo Cowboy Association ("PRCA"), Intermountain Professional Rodeo Association ("IMPRA") and the Idaho Cowboy Association ("ICA") shall be allowed to sponsor rodeo events only between ~~August 1 and May 31~~ of the following year during the years of the Events. Notwithstanding the prohibition of the use of the Arena by PRA, IMPRA or ICA, the Arena may be used by other rodeo users (e.g., 4-H, high school rodeo clubs and other amateur rodeo clubs) during the years of the Events, but not during the Events.

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4. **Security Deposit.** Sawtooth shall pay as a security deposit the sum of Five Hundred and No/100 Dollars (\$500.00), receipt of which is hereby acknowledged, to be held by City as a Security Deposit for the faithful performance by Sawtooth of all the terms, covenants and conditions of this Agreement to be kept and performed by Sawtooth during the term of this Agreement. This deposit does not limit City's rights or Sawtooth's obligations. Sawtooth understands that all or a portion of the deposit may be retained by City upon termination of the tenancy and that a refund of any portion of the deposit to the Sawtooth is conditioned on the following:

a) Except as otherwise provided in Paragraph 5(a), Sawtooth shall clean and restore the Arena to its condition at the commencement of each Event, less normal wear and tear associated with a rodeo event.

b) Sawtooth shall have remedied or repaired any damage to the Arena to City's satisfaction.

c) Sawtooth shall have complied with all of the provisions of this Agreement and with such other rules and regulations as the City may deem necessary.

If Sawtooth defaults with respect to any provision of this Agreement, including but not limited to the provisions relating to the payment of the monetary sums due herewith, City may (but shall not be required to) use, apply or retain all or any part of the Security Deposit for the payment of any other amount which City may spend by reason of Sawtooth's default or to compensate City for any other loss or damage which City may suffer by reason of Sawtooth's default. If any portion of the Security Deposit is so used or applied, Sawtooth shall, within ten (10) days after written demand therefor, deposit cash with City in an amount sufficient to restore the Security Deposit to its original amount. Sawtooth's failure to do so shall be a material breach of this Agreement. Sawtooth shall not be entitled to interest on such deposit. If Sawtooth shall fully and faithfully perform every provision of this Agreement to be performed by him, the Security Deposit or any balance thereof shall be returned to Sawtooth at the expiration of the Events and after Sawtooth has vacated the Arena.

5. Utilities and Services.

A. City shall pay for all charges for electricity, water, sewer, trash, street sweeping, and cleaning services for the restrooms and bleachers, rendered or supplied upon or in connection with the Arena during the Events.

B. Sawtooth shall pay the City for police security required by the City during events, and shall directly pay the provider of EMS standby services required for the events. The charges incurred in accordance with this paragraph 5(B) shall be paid within thirty (30) days of the date of billing for such charges.

6. Insurance. During the Events, Sawtooth shall, at its own expense, maintain in full force, comprehensive liability insurance, including public liability, property damage and contractual liabilities of the Sawtooth, written by a responsible insurance company licensed to do business in Idaho, and insuring Sawtooth and City (and such other persons, firms, or corporations designated by City) as additional named insureds against liability for claims of damage because of injury to persons and property and for death of any person or persons occurring in or about the Arena. The liability covered by such insurance shall be not less than a combined single limit of One Million Dollars (\$1,000,000). At City's reasonable discretion, Sawtooth shall increase the coverage to such amount as City and Sawtooth agree is commercially reasonable. The insurance shall be primary insurance such that the insurer shall be liable for the full amount of the loss without the right of contribution from any other insurance coverage held by City.

No party shall have the right or claim against the City for any losses, damages or injury, including losses, damages or injury to property or persons, including death, and for any business interruption, occurring on the Arena or the adjoining property, (whether caused by the negligence or other fault of the City or the Sawtooth or their respective agents, employees, subtenants,

licensees or assignees or whether caused by negligence or the conditions of the Arena or any part thereof) by way of subrogation or assignment. The Sawtooth hereby waives and relinquishes any such right. The Sawtooth shall request Sawtooth's insurance carrier to endorse all applicable policies waiving the carrier's right of recovery under subrogation or otherwise in favor of the City and provide a certificate of insurance verifying this waiver.

All insurance required by this Section shall be in a form and with companies satisfactory to City and shall provide that it shall not be subject to cancellation or change except after at least thirty (30) days' prior written notice to City. The policy or policies, or duly executed certificates for them, shall be deposited with City each year within fifteen (15) days before each Event.

7. **Exemption from Liability.** City shall not be liable to Sawtooth or to any other person whomsoever for any injury or damage to person or property occurring within or about the Arena, unless caused by or resulting from the wilful and intentional acts of the City or any of the City's agents, servants or employees in the operation or maintenance of the Arena. City shall not be liable in damages or otherwise for failure to furnish, or any interruption of service of any water, gas, electricity, telephone, or other utility caused by fire, accident, riot, strike, labor disputes, acts of God, the making of any repairs or improvements, or causes beyond the control of City, or for any loss, damage or theft of property of Sawtooth, its agents, servants or employees.

Any prevention, delay, or stoppage, due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefor, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control for the party obligated to perform shall excuse performance by such party for a equal to any such prevention, delay or stoppage, except as otherwise provided in this Agreement.

8. **Indemnification and Hold Harmless.** Sawtooth agrees to indemnify and hold City harmless from and against any and all claims, including mechanic's and materialman's liens, by or on behalf of any person or person, firm(s) or corporation(s), arising from the conduct or management of the activities conducted by the Sawtooth during the Events, or arising out of any act or omission or negligence of Sawtooth, its contractors, licensees, agents, servants or employees during the Events, or arising from any accident, injury, or damage whatsoever caused by any person or property occurring in or about the Arena or any part thereof, and the walkways adjoining the Arena during the Events, and from and against all costs, expenses, liabilities and attorney's fees incurred in connection with any such claim or proceeding brought thereon.

9. **Maintenance and Repairs.** Except as otherwise provided herein, Sawtooth shall, at its sole cost and expense, keep and maintain the interior and exterior of the Arena (including, without limitation, all fixtures, plumbing and sewage facilities, heating, ventilation and air conditioning equipment, ice making equipment, interior and exterior walls, doors and windows) in good order, condition and repair during the Events, remove all rubbish and refuse therefrom, keep all landscaping in good condition, and replace or repair all electrical fixtures and

mechanical, heating and plumbing fixtures and equipment that may be damaged or broken. In the event any portion of the Arena is damaged by vandalism or similar intentional misconduct during the Events, Sawtooth is not obligated to repair any such damage. Sawtooth shall, at its sole cost and expense, remove all manure from the Arena before the end of each Event or store the manure on site allowing it to decompose but only if allowed by City staff. If City deems it necessary for Sawtooth to make any repairs, City may demand that Sawtooth make them immediately, and if Sawtooth refuses or neglects to commence such repairs and to complete them with reasonable dispatch, City may make or cause such repairs to be made and Sawtooth shall immediately pay City for the costs of such repairs upon receipt of the costs. Sawtooth shall, at its cost and expense, promptly and properly observe, comply with, and execute, but not to the extent of making structural improvements, all present and future orders, regulations, directions, rules, laws, ordinances and requirements of all governmental authorities (including, but not limited to, state, municipal, county and federal governments and their departments, bureaus, boards and officials), and any other board or organization exercising similar functions, arising from the use or occupancy of, or applicable to the Arena.

10. Alterations and Improvements. Sawtooth shall not have the right to make changes, alterations or additions to the Arena without the prior written consent of the City, which may be withheld in the City's sole and absolute discretion.

11. Damage or Destruction. If the Arena is partially or totally destroyed or damaged by fire or other casualty so as to become partially or totally untenable, the City is not required to rebuild the Arena, in which event either the City or Sawtooth may terminate this Agreement by providing written notice of intent to terminate. Upon termination, Sawtooth waives any and all claims for damages based on termination of this Agreement and any loss of use.

12. Defaults. In the event Sawtooth shall breach Sawtooth's obligations pursuant to this Agreement, then City shall notify Sawtooth of such breach in writing by certified mail, return receipt requested, or hand delivery, and Sawtooth shall correct any failure to pay rent within three (3) days of receipt of such notification, and Sawtooth shall cure any other breach within thirty (30) days of the date of such notification. In the event of a default which cannot, with due diligence, be cured within a period of thirty (30) days, Sawtooth shall have such additional time to cure the same as may be reasonably necessary, providing Sawtooth proceeds promptly and with due diligence to cure such default after receipt of said notice. In the event Sawtooth fails to pay any sums due pursuant to this Agreement, or cure any other breach, after notice as aforesaid, then City shall have the option of electing to either (i) cancel and terminate this Agreement, or (ii) terminate Sawtooth's right to possession only without terminating the Agreement or (iii) pursue any other remedy available at law or in equity.

13. Entry by City. In the event of any entry in, or taking possession of, the Arena, City shall have the right, but not the obligation, to remove from the Arena all personal property of Sawtooth located therein and may store the same in any place selected by City, including but not limited to a public warehouse, at the expense and risk of the owners thereof, with the right to sell such stored property, after it has been stored for a period of thirty (30) days or more, the

proceeds of such sale to be applied first to the cost of such sale, second to the payment of the charges for storage, if any, and third to the payment of any other sums of money which may then be due from Sawtooth to City under any of the terms hereof, and the balance, if any, shall be paid to Sawtooth.

14. **Liens.** Sawtooth shall keep the Arena and the property on which the Arena is situated free from any liens arising out of any work performed, materials furnished or obligations incurred by Sawtooth.

15. **Assignment and Subletting.** Except as provided herein, Sawtooth shall not assign or sublet this Agreement or any or all of Sawtooth's interest in the Arena without first procuring the written consent of City, which may be made in the City's sole and absolute discretion. Sawtooth is allowed to sublet or allow the use of concession areas within the Arena during the Event without the consent of City; however, Sawtooth shall remain primarily liable for the obligations arising from this Use Agreement.

16. **Waiver.** The failure of either party hereto to insist upon strict performance of any of the covenants and agreements of this Agreement, or to exercise any election herein conferred in any one or more instances, shall not be construed to be a waiver or relinquishment of any such, or any other covenants or agreements, and the same shall be and remain in full force and effect. A particular waiver by either party of any said covenants or agreements to be performed by the other party shall not be construed as a waiver of any succeeding breach of the same or other covenants or agreements of this Agreement

17. **Annual Review.** Within six (6) weeks following the end of each Rodeo, Sawtooth shall submit a written report to the Hailey Mayor and City Council . The report shall provide i) attendance records during the Rodeo, ii) a detailed accounting of all revenue generated during the Rodeo from all sources including ticket sales, advertisements, donations, concessions, etc., iii) a detailed accounting of all expenses incurred during the Rodeo, iv) a description of advertising for the Rodeo, v) a description of any problems with the Rodeo, vi) a description of both written and oral complaints about the operations of the Rodeo, and vii) any suggestions to improve future events at the Arena.

18. **Miscellaneous Provisions.**

a. **Final Agreement.** This Agreement represents the final agreement between the parties and merges and supersedes all prior negotiations, whether written or oral, with respect thereto.

b. **Modification.** This Agreement cannot be modified, changed, discharged, or terminated, except by writing signed by both the City and Sawtooth.

c. **Time is of the Essence.** Time and timely performance is of the essence of

this Agreement.

d. **Applicable Law.** This Agreement shall be construed and enforced under the laws of the State of Idaho.

e. **Benefit.** This Agreement shall be binding upon and insure to the benefit of the parties hereto, their legal representatives, heirs, successors and assigns.

f. **Attorney's Fees.** In the event of any dispute with regard to the interpretation or enforcement of this Agreement, the prevailing party shall be entitled to recover their reasonable costs and attorney's fees incurred therein, whether or not a lawsuit is actually filed, and on any appeals.

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

h. **Notice.** Unless otherwise specifically provided for herein, notices given pursuant to the terms of this Agreement shall be deemed received on the date sent and shall be sent to the parties at their addresses first above given or such address as may be later specified by the party in writing.

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

j. **Authority.** Each signatory has full authority and consent to sign this Agreement. Sawtooth represents and warrants to City that it is a corporation organized, existing and in good standing under the laws of the State of Idaho, and it is authorized, by appropriate corporate resolution, to enter into and execute this Agreement and any and all documents related thereto.

k. **Severability.** The invalidity or illegality of any provision shall not affect the remainder of this Agreement.

IN WITNESS WHEREOF, the parties, having been duly authorized, have hereunto caused this Agreement to be executed, on the day and year first above written, the same being done after public hearing, notice and statutory requirements having been fulfilled.

Dated this _____ day of December, 2013.

CITY:

CITY OF HAILEY, an Idaho municipal corporation

ATTEST:

By: _____
Mary Cone, City Clerk

By: _____
Fritz X. Haemmerle, Mayor

SAWTOOTH:

SAWTOOTH RANGERS RIDING CLUB,
INC., an Idaho non-profit corporation

Bud Amend, its President