

AGENDA ITEM SUMMARY

DATE: 11/10/08 DEPARTMENT: Parks DEPT. HEAD SIGNATURE: 

SUBJECT: Motion to authorize the Mayor to approve the final reimbursement request for the Woodside Central (Keefer) Park LWCF Grant and to close out the grant.

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

The City of Hailey received a \$110,110.84 Grant from the LWCF (Land & Water Conservation Fund) for the construction of Woodside Central Park. This reimbursement request is for \$6,374.20 and a request to close out the grant.

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

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

ADMINISTRATIVE COMMENTS/APPROVAL:

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

ACTION OF THE CITY COUNCIL:

Date _____

City Clerk _____

FOLLOW-UP:

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

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

City of Hailey
City Engineer

115 South Main Street
Hailey ID, 83333

(208) 788-9830 ext. 14
(208) 788-2924 (fax)
www.haileycityhall.org

November 10, 2008

Idaho Department of Parks and Recreation
Attn: Kathy Muir
P O Box 83720
Boise, ID 83720-0065

Re: LWCF Grant # 16-000539

Dear Kathy:

Enclosed is our final request for reimbursement and to close out the LWCF Grant for the City of Hailey Woodside Central Park construction.

Please call me if you have any questions.

Sincerely,

Thomas Hellen, PE
City Engineer

Enclosure

Cc: Mary Cone, City Clerk

Idaho Department of Parks and Recreation
Request for Reimbursement/Close-out Report



1. Request #	<u>3</u>	2. Project Name	<u>Woodside Central Park</u>	3-a. Grant #	<u>16-000539</u>
			<i>CFDA #'s are for Federally funded grants</i>	3-b. CFDA#	<u>15.913</u>
4. Project Period	<u>9/1/2008 – 10/31/2008</u>	5. Partial Payment	<input type="checkbox"/>	Closeout	<input checked="" type="checkbox"/>
6. Project Applicant (Payee)	<u>The City of Hailey</u>				
7. Grant Manager	<u>Thomas Hellen</u>				
8. Address	<u>115 Main St S Hailey, ID 83333</u>				
9. Phone	<u>208-788-4221</u>	10. Fax	<u>208-788-2924</u>	11. Email	<u>Tom.hellen@haileycityhall.org</u>

Grant Funds (IDPR)

Original Grant Amount.....	<u>\$110,110.84</u>
Amount Requested This Form.....	<u>\$6,374.20</u>
Amount Previously Expended.....	<u>\$103,736.64</u>
Balance	<u>\$0.00</u>

Match Funds (Applicant)

Match Committed.....	<u>\$110,110.84</u>
Match Reported This Form.....	<u>\$110,110.84</u>
Match Previously Reported	<u>\$103,736.64</u>
Balance	<u>\$0.00</u>

Program rules require that signs be posted acknowledging funding assistance by IDPR grant funds.

Please check this box if a grant program sign or sticker needs to be sent to you.

Note: Furnishing false information may constitute a violation of applicable state and federal laws. I certify that the above data is correct based on the contractor's official accounting system and records, consistently applied and maintained, and that the costs shown have been made for the purpose of, and in accordance with, the terms of the grant contract

Authorized Signature _____ Title _____ Date: _____

Reimbursement/Close-out cannot be processed without an authorized signature from the applicant.

Submit to: Idaho Department of Parks and Recreation
Attn: Kathy Muir
P.O. Box 83720
Boise, Idaho 83720
208-514-2431

****Please attach copies of invoices/receipts***

ITEM	CONTRACTOR	AMOUNT	AMOUNT PAID TO DATE	AMOUNT REIMBURSED
Basketball Court	Valley Paving	\$39,705.00	\$39,705.00	\$19,852.50
Restrooms	CXT Precast Concrete	\$72,046.00	\$72,046.00	\$36,023.00
Landscaping	Hailey Nursery/Whitehead Landscaping	\$95,722.28	\$95,722.28	\$47,861.14
Pavilions	Sonntag Recreation/Picture Perfect Playgrounds	\$21,890.00	\$21,890.00	\$0.00
Playground Equipment	City Personnel	\$1,500.00	\$1,275.00	\$0.00
		\$230,863.28	\$230,638.28	\$103,736.64
		AMOUNT REIMBURSABLE	\$110,110.84	
		PREVIOUSLY REIMBURSED	\$103,736.64	
		NEW REIMBURSEMENT REQUEST	\$6,374.20	

Playground Equipment Erection

<u>Date Worked</u>	<u>Volunteer/Employee</u>	<u>Hours Worked</u>	<u>Value of Work</u>
September 27, 2008	Tom Hellen	7	\$175
September 27, 2008	Don Mann	6	\$150
September 27, 2008	Jim Spinelli	6	\$150
September 27, 2008	Shirley Spinelli	6	\$150
September 27, 2008	Lane Jensen	6	\$150
September 27, 2008	Anna Mathieu	2	\$50
September 29, 2008	Trevor Rand	3	\$75
September 29, 2008	Don Mann	3	\$75
September 29, 2008	Terry Turner	3	\$75
September 29, 2008	Phil Rudman	3	\$75
September 29, 2008	Kelly West	3	\$75
September 29, 2008	Tom Hellen	3	\$75
			\$1,275

CITY OF HAILEY

PICTURE PERFECT PLAYGROUNDS

10/07/2008
INV AMOUNT

Check No: 20214
GL Number
100-50-41549
100-50-41549

20214

INVOICE #	INV DATE	DESCRIPTION
ED08-243 1	9/25/2008	Mesa Shelter, footings, frame and metal - Wc
ED08-249 1	9/29/2008	Concrete & Rebar change from caisson to sp

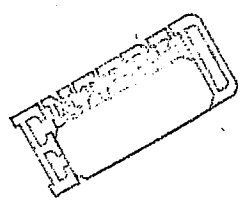
6,590.00
1,300.00

TOTAL AMOUNT 7,890.00

Print Date 10/01/2008

115 MAIN STREET SOUTH STE H
HAILEY ID 83333

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT	GL ACCOUNT NO
0	CONCRETE & REBAR CHANGE FROM CAISSON TO SPREAD F		1,300.00	100-50-41549



SUBTOTAL 1,300.00
 FREIGHT _____
 NET AMOUNT 1,300.00

NOTES


DEPARTMENT HEAD SIGNATURE

10/4/08
Date



CITY OF HAILEY

115 SOUTH MAIN STREET
SUITE H
HAILEY, ID 83333
Phone: 208-788-4221

PURCHASE ORDER

BILL TO:

City of Hailey
ATTN: ACCOUNTS PAYABLE
115 Main Street South Ste.H
Hailey ID 83333

VENDOR:

5098
PICTURE PERFECT PLAYGROUNDS
BOX 807
ASHTON OH 83420

SHIP TO: (If different)

CITY OF HAILEY


115 MAIN STREET SOUTH STE H
HAILEY ID 83333

P.O. # 13336
PO DATE 10/01/2008
Print Date 10/01/2008

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT	GL ACCOUNT NO
0	MESA SHELTER, FOOTINGS, FRAME AND METAL - WOODSIDE		6,590.00	100-50-41549

SUBTOTAL 6,590.00
 FREIGHT _____
 NET AMOUNT 6,590.00

NOTES



 DEPARTMENT HEAD SIGNATURE

10/1/08

 Date

PICTURE PERFECT PLAYGROUNDS

P.O. Box 807
Ashton, Idaho 83420
1-800-353-0667

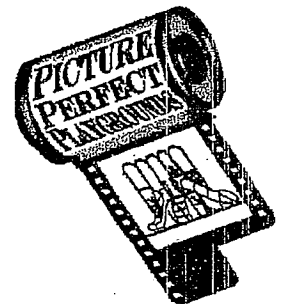
INVOICE

Date	Invoice #
9/25/2008	ID08-243

Bill To
City of Hailey Parks & Recreation Thomas Hellen 115 Main St. Ste. H Hailey, Idaho 83333 208-788-9830 #14

P.O. No.	Terms
Proposal ID08519R...	Due on receipt

Quantity	Description	Rate	Amount
1	Installation of 20X20 Mesa Shelter, including footings, frame and metal erection	5,900.00	5,900.00
1	Prevailing wage or other special wage requirements not included	0.00	0.00
1	Use Tax on installed equipment as required by state law on \$11,500 shelter	690.00	690.00
	Picture Perfect Playgrounds reserves the right to charge for unforeseen and extreme digging conditions Not Included: concrete pad	0.00	0.00
Total			\$6,590.00
Payments/Credits			\$0.00
Balance Due			\$6,590.00



www.pictureperfectplaygrounds.com
install@pictureperfectplaygrounds.com



CITY OF HAILEY

115 SOUTH MAIN STREET
SUITE H
HAILEY, ID 83333
Phone: 208-788-4221

PURCHASE ORDER

BILL TO:

City of Hailey
ATTN: ACCOUNTS PAYABLE
115 Main Street South Ste H
Hailey ID 83333

VENDOR:

5090
SONNTAG RECREATION LLC
4245 PANORAMA CIRCLE
SLC UT 84124

SHIP TO: (If different)

CITY OF HAILEY

115 MAIN STREET SOUTH STE H
HAILEY ID 83333

P.O. # 13254

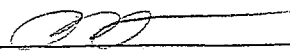
PO DATE 9/24/2008

Print Date 9/24/2008

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT	GL ACCOUNT NO
0	CLASSIC RECREATION 20X20 SHELTER		14,000.00	100-50-41549

SUBTOTAL 14,000.00
 FREIGHT _____
 NET AMOUNT 14,000.00

NOTES


DEPARTMENT HEAD SIGNATURE

9/24/08
Date

SONNTAG RECREATION, LLC
 4245 PANORAMA CIRCLE
 SALT LAKE CITY, UT 84124
 801-278-9797

Invoice

DATE	INVOICE #
9/11/2008	108191

BILL TO
CITY OF HAILEY ATTN: THOMAS HELLEN 115 SOUTH MAIN STREET HAILEY, ID 83333

SHIP TO
2260 MOONLIGHT DRIVE

P.O. NO.	TERMS	DUE DATE
THOMAS HEL...	Net 15	9/26/2008

QUANTITY	DESCRIPTION	RATE	AMOUNT
1	CLASSIC RECREATION 20 x 20 SHELTER	11,500.00	11,500.00
	ENGINEERED CALCULATIONS	950.00	950.00
	SHIPPING CHARGES	1,550.00	1,550.00
Thank you for your business.		Total	\$14,000.00

Sustain Blaine



2 October 2008

Mayor Rick Davis and City Council Members
City of Hailey
115 Maine Street South, suite H
Hailey, ID 83353

Mayor Davis and Council Members:

Thank you for your commitment to support the Sustain Blaine Economic Development Strategy in the amount of \$3,000. This letter acts as an invoice for the pledge.

I wanted to share with you the many ways the Sustain Blaine Economic Development Strategy specifically relates to Hailey.

The Strategy itself involves three phases. In the initial discovery phase (Phase 1) Sustain Blaine will be working with the consultants to analyze a number of economic traits of Blaine County. I have listed a few of the components of Phase 1 from which Hailey will benefit.

- The **Migration Analysis** will look at all of the county's housing and workforce migration patterns to highlight economic implications and consequences, including fiscal considerations related to the export of income outside the county. This can help Hailey better determine the implications of its primary and secondary homeowner populations.
- The **Entrepreneurial Activity Analysis** will consider the role of venture and angel investment, as well as start-up business activity. This analysis will help determine the potential to convert second home owners into primary residents and will also the potential for attracting new business people to Hailey.
- The **Business Climate & Infrastructure Analysis** will consider location; transportation, telecommunication, and other utility infrastructure (planned and existing); available sites; and incentives. TIP will also review future land use plans, regional economic trends, supply chains, and current investment patterns. The opportunities uncovered in this analysis can also help Hailey plan for primary homeowner recruitment and retention.
- **Benchmarking:** TIP will benchmark up to five communities to identify best practices and lessons learned for addressing specific issues confronting Blaine County. These benchmark communities may include other mountain resorts as well as communities facing similar issues. Consideration will be given to organizations who have crafted innovative economic development approaches. Looking more closely at how Blaine

County's peers have been successful can help the City model their strategies for their future.

- **Cluster and target industry analysis:** This will include an analysis of employment forecasts and industry trends. It will identify occupations and industries in which Blaine County holds a competitive advantage. From this analysis, TIP will select industry sectors and niches that are suitable targets for Blaine County's business recruitment efforts. New businesses will likely be located in and around the City of Hailey. In addition, new executives and employees in the area could become Hailey homeowners. New businesses could also benefit the citizens of Hailey.

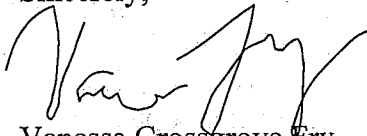
Phase 2 will include identification of the primary strengths, weaknesses, opportunities and threats (SWOT) that will form the framework for the strategic plan. Task forces formed will work with TIP to layout strategies for acting on the top opportunities. The City and Citizens of Hailey's involvement in the SWOT analysis and task force work will ensure benefits for Hailey are clearly defined.

The most challenging part of strategic plans is often the implementation of all of the great ideas. TIP Strategies will work with the Sustain Blaine group and the opportunity task forces to ensure proper implementation steps are taken to move forward with the strategy.

There are numerous other parts of developing and implementing the strategy that would benefit from involvement of the City of Hailey including focus group meetings and community presentations.

I welcome the opportunity to meet update the Council on our progress to date. In the meantime, if you have any questions or would like to discuss this further, please contact me at 208.788.8813 or at vanessa@citizensforsmartgrowth.org.

Sincerely,



Vanessa Crossgrove Fry
Chair, Sustain Blaine
Executive Director, Citizens for Smart Growth

AGENDA ITEM SUMMARY

11/10/08
DATE: 10/27/2008 DEPARTMENT: Legal

DEPT. HEAD SIGNATURE: 

SUBJECT:

Amendment to Friedman Memorial Airport Authority Joint Powers Agreement

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

I am forwarding a letter from the Friedman Memorial Airport Authority attorney and a proposed Seventh Amendment to Joint Powers Agreement. Counsel for the Authority has suggested that the Joint Powers Agreement be amended to authorize the start of the search of an alternative location for the airport. Please contact me if you have any questions.

Ned

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

amended
Motion to approve ^{the} Seventh Amendment to Joint Powers Agreement and to authorize the Mayor to sign.

FOLLOW-UP REMARKS:

* County amended previously approved joint powers agreement on 11/6/08. See attached document for changes.

SEVENTH AMENDMENT
TO
JOINT POWERS AGREEMENT

THIS SEVENTH AMENDMENT TO JOINT POWERS AGREEMENT is made effective the 1st day of October, 2008, by and between BLAINE COUNTY, a political subdivision of the State of Idaho (the "County"), and the CITY OF HAILEY, an Idaho municipal corporation located within the County (the "City").

RECITALS:

On the 16th day of May, 1994, the City and County entered into a Joint Powers Agreement which created the Friedman Memorial Airport Authority (the "Agreement").

On the 27th day of March, 1996, the City and County entered into an Amendment to Joint Powers Agreement.

On the 8th day of July, 1996, the City and County entered into a Second Amendment to Joint Powers Agreement.

On the 7th day of October, 1998, the City and County entered into a Third Amendment to Joint Powers Agreement.

On the 5th day of June, 2000, the City and County entered into a Fourth Amendment to Joint Powers Agreement.

On the 29th day of August, 2006, the City and County entered into another Fourth Amendment to Joint Powers Agreement which was mistakenly designated.

On the 5th day of September, 2006, the City and County entered into a Fifth Amendment to Joint Powers Agreement.

SEVENTH AMENDMENT TO JOINT POWERS AGREEMENT/1

On the 9th day of January, 2007, the City and County entered into a Sixth Amendment to Joint Powers Agreement.

The Joint Powers Agreement does not authorize the Friedman Memorial Airport Authority ("Authority") to take specific steps necessary to secure a replacement airport for Friedman Memorial Airport. By this amendment the City and County wish to authorize and establish conditions for the Authority to do all things necessary to acquire the property and do the necessary planning for a replacement airport.

NOW, THEREFORE, the City and County do hereby agree that Article IV, Section 4.1 shall be amended to add a new paragraph 23, which shall read as follows:

ARTICLE IV

POWERS OF THE BOARD

Section 4.1: POWERS

23. To exercise all powers necessary to acquire the property in and around a proposed replacement airport site known as site 10A within Township 2 South Range 18 East Boise Meridian, and do the planning necessary for a replacement airport for Friedman Memorial Airport including the provision of airport funds to be utilized as the local share for federal grants necessary to establish a replacement airport for the Friedman Memorial Airport. This additional grant of power shall not include the power to levy taxes or the power to incur debt in excess of the limitation provided for in paragraph 10, above.

All of the other terms and conditions of said JOINT POWERS AGREEMENT shall remain in full force and effect.

SEVENTH AMENDMENT TO JOINT POWERS AGREEMENT/2

IN WITNESS WHEREOF the parties hereto have executed this SEVENTH AMENDMENT TO JOINT POWERS AGREEMENT on the day and year set forth below.

BLAINE COUNTY, IDAHO

By Tom Bowman Dated: 11-6-2008
Tom Bowman, Chairman

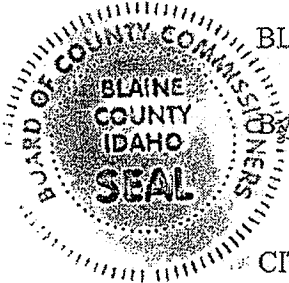
By Lawrence Schoen Dated: 11/6/2008
Lawrence Schoen, Commissioner

By Angenie McCleary Dated: 11/6/2008
Angenie McCleary, Commissioner

ATTEST
Jolynn Drage
JOLYNN DRAGE

ATTEST:

BLAINE COUNTY CLERK



Jolynn Drage Dated: 11/6/2008
Jolynn Drage

CITY OF HAILEY

By _____ Dated: _____
Rick Davis, Mayor

ATTEST:

HAILEY CITY CLERK

By _____ Dated: _____
Mary Cone

REDLINE

SEVENTH AMENDMENT

TO

JOINT POWERS AGREEMENT

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Deleted: the

Deleted: The

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ARTICLE IV

POWERS OF THE BOARD

Section 4.1: POWERS

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All of the other terms and conditions of said JOINT POWERS AGREEMENT shall remain in full force and effect.

SEVENTH AMENDMENT TO JOINT POWERS AGREEMENT/2

IN WITNESS WHEREOF the parties hereto have executed this SEVENTH
AMENDMENT TO JOINT POWERS AGREEMENT on the day and year set forth below.

BLAINE COUNTY, IDAHO

By _____
Tom Bowman, Chairman

Dated: _____

By _____
Lawrence Schoen, Commissioner

Dated: _____

By _____
Angenie McCleary, Commissioner

Dated: _____

ATTEST:

BLAINE COUNTY CLERK

By _____
Jolynn Drage

Dated: _____

CITY OF HAILEY

By _____
Rick Davis, Mayor

Dated: _____

ATTEST:

HAILEY CITY CLERK

By _____
Mary Cone

Dated: _____

SEVENTH AMENDMENT TO JOINT POWERS AGREEMENT/3

AGENDA ITEM SUMMARY

DATE: 11/10/08 DEPARTMENT: Engr DEPT. HEAD SIGNATURE: 

SUBJECT: Motion to authorize release of retainage for Countryside Traffic Signal to Power Plus, Inc.

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

The contractor has completed the work for the Countryside traffic signal and has requested release of the contract retainage. The construction is covered with a one year warranty so the recommendation is to release the retainage amount of \$7,598.76.

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

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

ADMINISTRATIVE COMMENTS/APPROVAL:

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

ACTION OF THE CITY COUNCIL:

Date _____

City Clerk _____

FOLLOW-UP:
*Ord./Res./Agmt./Order Originals: Record *Additional/Exceptional Originals to: _____
Copies (all info.): _____ Copies (AIS only) _____
Instrument # _____

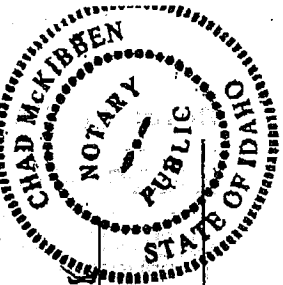
REQUEST FOR PAYMENT

From: POWER PLUS INC.
 25 HARTMAN ST.
 BOISE, ID 83704
To: CITY OF HAILEY
 115 MAIN ST SOUTH, STE. H
 HAILEY, ID 83333
Invoice: 2000004096
Draw: 104500004
Invoice date: 10/24/2008
Period ending date: 10/31/2008

Contract For: Project: 01-08-01045
 HWY 75 & COUNTRYSIDE BLVD
Request for payment:
 Original contract amount \$107,390.00
 Approved changes \$44,585.25
 Revised contract amount
Contract completed to date Contract date:
 Add-ons to date \$0.00
 Taxes to date \$0.00
 Less retainage \$0.00
 Total completed less retainage \$151,975.25
 Less previous requests \$144,376.49
 Current request for payment \$7,598.76
 Current billing \$0.00
 Current additional charges \$0.00
 Current tax \$0.00
 Less current retainage -\$7,598.76
Current amount due \$7,598.76
 Remaining contract to bill \$0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Changes approved in previous months by Owner	47,808.75	-3,223.50
Total approved this Month		
TOTALS	47,808.75	-3,223.50
NET CHANGES by Change Order	44,585.25	

I hereby certify that the work performed and the materials supplied to date, as shown on the above represent the actual value of the accomplishment under the terms of the Contract (and all authorized changes thereof) between the undersigned and the CITY OF HAILEY relating to the above referenced project. I also certify that the contractor has paid all amounts previously billed and paid by the owner.



CONTRACTOR: POWER PLUS INC.
By: *[Signature]*
Date: 10/24/08
 State Of Idaho County Of Ada
 Subscribed and sworn to before me this 24 day of OCTOBER 2008
 Notary Public *[Signature]*
 My commission expires: 3.14.13

REQUEST FOR PAYMENT DETAIL

Project: 01-08-01045 / HWY 75 & COUNTRYSIDE Invoice: 2000004096

Draw: 104500004

Period Ending Date: 10/31/2008

Item ID	Description	Total Contract Amount	Previously Completed Work	Work Completed This Period	Presently Stored Materials	Completed And Stored To Date	% Comp	Balance To Finish	Retainage Balance
1	ELECTRICAL SERVICE PEDF	4,200.00	4,200.00			4,200.00	100.00		
2	SIGN MOUNTING BRACKET	1,400.00	1,400.00			1,400.00	100.00		
3	JUNCTION BOX(S)	7,200.00	7,200.00			7,200.00	100.00		
4	ADVANCED WARNING SIGN	17,310.00	17,310.00			17,310.00	100.00		
5	ADVANCED LOOP DETECTC	6,800.00	6,800.00			6,800.00	100.00		
6	LUMINAIRE(S)	6,116.00	6,116.00			6,116.00	100.00		
7	THERMOPLASTIC STRIPPIN	8,698.00	8,698.00			8,698.00	100.00		
8	ALL SIGNS	1,700.00	1,700.00			1,700.00	100.00		
9	TRAFFIC CONTROL	5,100.00	5,100.00			5,100.00	100.00		
10	CONTROLLER CABINET	12,766.00	12,766.00			12,766.00	100.00		
11	POLES	20,800.00	20,800.00			20,800.00	100.00		
12	TRAFFIC SIGNALS	12,400.00	12,400.00			12,400.00	100.00		
13	VIDEO DETECTION SYSTEM	2,900.00	2,900.00			2,900.00	100.00		
14	ADD CONDUIT CROSSINGS	9,757.00	9,757.00			9,757.00	100.00		
15	ADD CONDUIT TO AWS	8,483.00	8,483.00			8,483.00	100.00		
16	INSTALL SIGNAL POLE EXTI	19,854.00	19,854.00			19,854.00	100.00		
17	INSTALL (2) BEACON LIGHT	4,892.00	4,892.00			4,892.00	100.00		
18	ADD J-BOXES (7)	3,604.00	3,604.00			3,604.00	100.00		
19	REDUCE 5C WIRE TO POLE	-566.00	-566.00			-566.00	100.00		
20	REDUCE CONDUITS TO POL	-220.00	-220.00			-220.00	100.00		
21	DEDUCT FOR BASE CONDU	-1,218.75	-1,218.75			-1,218.75	100.00		

Totals	151,975.25	151,975.25			151,975.25	100.00		
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AGENDA ITEM SUMMARY

DATE: 11/10/08 DEPARTMENT: Planning DEPT. HEAD SIGNATURE: BR

SUBJECT: Findings of Fact, Conclusions of Law, and Decision – Final Plat Eye Center Condominiums

BACKGROUND:

See attached draft findings.

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

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Approve findings as written or as amended.

ACTION OF THE CITY COUNCIL:

Date _____

City Clerk _____

FOLLOW-UP:
*Ord./Res./Agmt./Order Originals: Record *Additional/Exceptional Originals to: _____
Copies (all info.): _____ Copies (AIS only) _____
Instrument # _____

Draft 12-30-03

FINDINGS OF FACT, CONCLUSIONS OF LAW AND DECISION

On October 27, 2008, the Hailey City Council considered the application by Eye Center Rentals for Final Plat approval of Eye Center Condominiums. The Council, having been presented with all information and testimony in favor and in opposition to the proposal, hereby makes the following Findings of Fact, Conclusions of Law and Decision.

FINDINGS OF FACT

Notice

Notice for the public hearing was published in the Wood River Journal and mailed to property owners within 300 feet on October 10, 2008.

Application

Eye Center Rentals, represented by Benchmark Associates, has submitted an application for final plat approval of a 4-unit commercial condominium project located at 110 First Avenue North. The total land area of the project is 5,395 square feet. As the application submitted is for a condominium project, the ground under and around the units would be owned and maintained by the condominium association.

Section 3.4.1 of the Subdivision Ordinance allows for applications for platting condominium units in existing or approved structures to be reviewed through the short plat procedure. In this procedure, the Hearing Examiner or Commission reviews the preliminary plat only. Upon approval, the applicant submits a final plat for Council approval.

Procedural History

The application was heard by the Hailey Hearing Examiner on August 1, 2008 and approved with the following conditions:

- a) **The final plat shall include plat notes 1 through 10 as stated on the preliminary plat with the following amendments and additions:**
- **The final plat shall include a note stating that the subdivision is subject to the recorded CC&R's, along with the instrument numbers thereof.**

This condition should be carried over.

- **The final plat shall include a plat note stating, "The owners of the condominium units or the condominium association shall have all snow, which accumulates in the pedestrian and vehicular circulation areas on or adjacent to the subject property, hauled off-site."**

This condition has been met.

- b) **The association shall be responsible for payment of utilities. Billing and utility payment information shall be addressed in the Condominium Declarations.**

This condition has been met.

- c) **The Limited Common Area and Common Area off the alley shall be designated on the plat as parking.**

This condition has been met.

- d) **All improvements and other requirements, including but not limited to right-of-way and any alley improvements required by the City Engineer, 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.**

This condition should be carried over.

- e) **All provisions of the Zoning Ordinance #532, including but not limited to use regulations and parking requirements shall continue to be met. Additional parking may also be required upon subsequent change in use, in conformance with Hailey's Zoning Ordinance, at the time of the new use.**

This condition should be carried over.

- f) **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.**

This condition has been met.

- g) **Compliance with all applicable construction standards shall be required prior to issuance of a certificate of occupancy.**

This condition should be carried over.

- h) **Any subdivision inspection fees due shall be paid prior to recording the final plat.**

This condition should be carried over.

Standards

For each of the following pertinent standards of the Subdivision Ordinance (shown in bold print), the Council makes the following Findings of Fact:

The following Bulk Requirements are taken from Section 4.13.6 - Townsite Overlay and Section 4.7.5 - Business District:

Minimum Lot size – None, except as follows:

- 1. Townhouse sub-lots shall have an aggregate density of no more than twenty (20) sub-lots per acre.**

The project does not involve townhouse sub-lots.

Minimum Lot Width - none except as follows:

- 1. Townhouse sub-lots shall conform to the standards established in the IFC.**

The project does not involve townhouse sub-lots.

Maximum Building Height –

Business district: The maximum building height in the Business district shall be 35 feet, except a building containing at least one residential dwelling unit shall have a maximum height of 40 feet. Any building exceeding 30 feet shall comply with relevant sections and appendices of the IFC, including but not limited to fire access lanes, provisions for exterior roof access, and provision of sprinkler systems. No building may exceed three stories from the reference street* frontage.

(*Reference streets: River Street, Main Street, First Avenue, Second Avenue. If a lot does not have frontage on any of these streets, then the street fronting the lot becomes the reference street.)

The height of the building is 32 feet from finished grade.

Minimum Setbacks in the B District - None, except as follows:

1. Townhouse Units shall be allowed zero setbacks from the lot lines created by a Townhouse Sub-Lot; and
2. The separation of the buildings containing Townhouse Units in a Townhouse Development parcel shall be not less than six (6) feet as measured between any wall or any projection of a building, including but not limited to eaves, cornices, canopies or other similar roof overhang features, pergolas, chimney chases, bay windows, decks, steps, wainscot, and utility meters; or the minimum distance required by the IBC and IFC, whichever is greater.

The project does not involve townhouse sub-lots. Setbacks are: 21 feet from alley, two (2) feet from the street, and zero (0) feet from both the north and south sides.

Maximum Lot Size— no maximum.

Lot size is 5,394 square feet.

SECTION 3 – PROCEDURE

3.3 Final Plat Approval.

The final plat, prepared by a Professional Land Surveyor, 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 or as otherwise provided herein. Plats not submitted for final approval within one (1) year or according to the phasing agreement, shall be considered expired and preliminary plat approval shall become null and void. The Council may extend the deadline for submitting the final plat upon holding a public hearing.

The Hearing Examiner's approval of the preliminary plat was on August 1, 2008.

- 3.3.2** The administrator shall review the Final Plat application to ensure that the application submitted is consistent with the approved preliminary plat. The conditions imposed on the preliminary plat approval must be either completed or shown on plans or the plat prior to any public notice for final plat approval.

The final plat is consistent with the preliminary plat approved by the Hearing Examiner. Conditions of preliminary plat approval have been met or are carried over.

SECTION 4 – DEVELOPMENT STANDARDS

Development standards were reviewed in detail during the preliminary plat approval process. The final plat has changed to reflect the conditions of approval listed in the preliminary plat Findings of Fact and Decision. In addition to the requested changes, the final plat shows an added four (4) foot wide access easement within unit #3, for mechanical room access and maintenance.

CONDOMINIUMS (Section 7 of the Subdivision Ordinance)

7.1 Plat Procedure. The Developer of a condominium project shall submit with the preliminary plat application as required by this Ordinance a copy of the proposed by-laws and condominium declarations of the proposed condominium development. The documents shall adequately provide for the control (including billing where applicable) and maintenance of all common utilities, common area, recreational facilities, and Green Space. The Developer may submit a final plat application following inspection and approval by the Building Inspector of the footings and setbacks of the condominium building. Prior to final plat approval, the Developer shall submit to the City a copy of the final by-laws and condominium declarations to be recorded with the County Recorder, including the instruments number(s) under which each document was recorded.

Draft Condominium Declarations have been received by the City. However, the City has not and will not in the future determine the enforceability or validity of the Declaration of Covenants, Conditions, and Restrictions or other private agreements.

7.2 Garages. All garages shall be designated on the preliminary and final plats and on all deeds as part of the particular condominium units. Detached garages may be platted on separate sub-lots, provided that the ownership of detached garages is appurtenant to specific condominium units on the condominium plat and that the detached garage(s) may not be sold and/or owned separate from any dwelling unit(s) within the condominium project.

No garages are proposed or existing.

7.3 Storage/Parking Areas. Condominium projects shall provide parking spaces according to the requirements of Article IX of the Zoning Ordinance.

There are four (4) parking spaces located adjacent to the alley. Three (3) are designated on the plat as limited common area, dedicated to Unit #1. One (1) space is designated on the plat as common area. In conformance with Hailey's Zoning Ordinance, additional parking may be required upon a change in the use of the building.

7.4 Construction Standards. All condominium project construction shall be in accordance with the IBC, IRC and IFC.

Compliance with all applicable construction standards is required by the Building Official prior to issuance of a certificate of occupancy.

7.5 General Applicability. All other provisions of this Ordinance and all applicable ordinances, rules and regulations of the City and all other governmental entities having jurisdiction shall be complied with by Condominium developments.

Upon meeting proposed conditions of approval, the proposed application does not appear to conflict with other provisions.

7.6 Conversion. The conversion by subdivision of existing units into Condominiums shall not be subject to Section 4.10 of this Ordinance.

Not applicable. The subdivision is not a conversion of existing units into condominiums.

CONCLUSIONS OF LAW AND DECISION

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

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 Final Plat, dated September 12, 2008, is approved by the Hailey City Council, with the following conditions:
 - a) The final plat submitted for signature shall include plat notes 1 through 12 as stated on the approved final plat, with the following plat note amendments:
 - The plat note, number three (3) shall state the following: “The property is subject to the recorded Condominium Declaration of the Eye Center Condominiums, recorded as Instrument No. _____, records of the Blaine County, Idaho.”
 - b) The association shall be responsible for payment of utilities.
 - c) Compliance with all applicable construction standards shall be required prior to issuance of a certificate of occupancy.
 - d) Issuance of permits for the construction of buildings within the proposed subdivision shall be subject to Section 2.9 of the Subdivision Ordinance, requiring certain improvements.

- 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) All provisions of the Zoning Ordinance #532, including but not limited to use regulations and parking requirements shall continue to be met. In conformance with Hailey's Zoning Ordinance, additional parking may be required upon a change in the use or occupancy of the building.
- g) The final plat shall be recorded within one year of the date of final plat approval (unless otherwise provided for within a phasing agreement.) The final plat submitted for signature shall conform to the requirements found in Article 50-1301 (et. seq.) of the Idaho Code (as amended) and to the requirements set forth by Blaine County for digital plat submittals. The applicant shall provide the City with a letter-size or ledger-size photocopy of the recorded plat showing the instrument number and date of recordation.
- h) Any subdivision inspection fees due shall be paid prior to recording the final plat.

Approved this _____ day of _____, 2008.

Richard L. Davis, Mayor, City of Hailey

Attest:

Mary Cone, City Clerk

CERTIFICATE OF SERVICE

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

- U.S. Mail
- Via Electronic Mail
- Via Facsimile
- Hand Delivered

CITY OF HAILEY

By _____
Becky Mead, Deputy Clerk

INSTRUCTIONS TO APPLICANT FOR SUBMITTING

FINAL PLAT FOR SIGNATURE

Please be advised that the final plat must be recorded within one (1) year of the date of final plat approval (unless otherwise provided for within a phasing agreement). Final plats not recorded within one (1) year or according to the phasing agreement, will be considered expired and final plat approval shall become null and void.

The Council may extend the deadline for recording the plat upon holding a public hearing. Requests for deadline extension should be submitted to the Planning Director at least two weeks prior to the second or fourth Monday of the month.

In accordance with the City of Hailey Planning Department's application submittal procedures, to submit final plat for signature please schedule an appointment with a planner to go over the items listed in the enclosed checklist.

During your appointment the planner and applicant will go through the checklist to confirm that each item required is present. If required items are missing the applicant should take all of the materials away and schedule another appointment when all missing items are included.

Please note, a statement listing the conditions imposed on the final plat approval, found in the enclosed Findings of Fact, Conclusions of Law and Decision document, with a description of how each has been met must accompany the final plat submitted for signature.

Enclosure: Final Plat for Signature Checklist

FINAL PLAT FOR SIGNATURE - CHECKLIST

City Use Only -

Subdivision Name: _____

Certified Compete by: _____

Date: ____/____/____

The following items must be submitted with the application for the application to be considered complete (✓):

The final plat submitted for signature shall conform to the requirements found in Idaho Code §§50-1301 et seq., as amended, and to the requirements set forth by Blaine County for digital plat submittals. The plat shall also contain the following information:

- ___ The exterior boundary of the subdivision shall be tied to not less than two (2) recognized County or City survey monuments, and the plat shall identify the monuments and other information as necessary to comply with Blaine County's requirements for digital plat submittals.
- ___ All lots shall be numbered by progressive numbers in each block separately; blocks shall also be numbered consecutively throughout all adjoining plats of the same master name.
- ___ The size of each lot shall be shown in both square feet and acres.
- ___ All plat notes required by the Council shall be shown on the face of the plat.
- ___ Upon the back sheet(s), the required forms shall be lettered for the following: Registered Professional Engineer and/or Land Surveyor's "Certificate of Survey"; owner's dedication certificate with Notary Public's Acknowledgment; the approval of the Mayor and Council of Hailey as attested by the City Clerk; approval by the City Engineer and other certificates required by Idaho Code; and acceptance of the plat by the Blaine County Recorder's and Blaine County Treasurer's offices.
- ___ The final plat shall be accompanied by copies of any private restrictions proposed to be recorded for the purpose of providing regulations governing the use, building lines, Green Spaces or any aspect of their development, use and maintenance.
- ___ Any approved Area Development Plan Agreement for contiguous parcels shall be recorded concurrently with the final plat.
- ___ The Planning and Zoning Administrator ensures that any conditions imposed by the Council are met by the applicant prior to signature of the plat sheets for the purpose of recordation. A statement listing the conditions imposed as part of final plat approval, found in the enclosed Findings of Fact, Conclusions of Law and Decision document, with a description of how each has been met must accompany all final plats submitted for signatures. Please do not drop off plat sheets for signature without this information.
- ___ In lieu of actual construction, the applicant may provide to the City such security as may be acceptable to the City, in a form and in an amount equal to the cost of the engineering and the improvements not previously installed by the Developer, plus fifty percent (50%), which security shall fully secure and guarantee completion of the required improvements within a period of one (1) year from the date the security is provided. If any extension of the one year period is granted by the City, each additional year, or portion of each additional year, shall require an additional twenty percent (20%) to be added to the amount of the original security initially provided. The applicant should contact the City Engineer regarding the procedure for providing security.