

AGENDA ITEM SUMMARY

DATE: 10/27/08 DEPARTMENT: Public Works

DEPT. HEAD SIGNATURE: 

SUBJECT:

Request approval for Hailey Turkey Trot 5K Fun Run & Walk Special Event Start and Stop at vacant lot across from BC Aquatic Center, remainder of route is through the Deerfield Subdivision and the Curtis Subdivision and small section of bike path on November 27, 2008, 8:00 AM – 12:00 PM.

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

- The representative believes there may be up to 300 people in attendance.
- The event route is the same as approved in previous years.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Department Heads approved with no contingencies.

FOLLOW-UP REMARKS:



RECEIVED

OCT 14 2008

SPECIAL EVENT PERMIT APPLICATION #5598

I. EVENT NAME: Hailey Turkey Trot 5K Fun Run & Walk

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

- Public Property Private Property

Various streets within the city - please refer to course map

III. EVENT SCHEDULE

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

Table with columns: Date(s) of Event, Hours, Estimated # of Attendees. Includes event dates 11/20/08, 11/26/08, 11/27/08 and times.

IV. FEES

- Special Event Permit Application Fee \$125
Per Day Park Rental Fee \$500
Security Deposit \$500
Tax (on park rental fees only) 6%
TOTAL DUE \$625.00

V. ORGANIZATION INFORMATION

Applicant's Name: Daryl Fauth Title: Pres/Partner
Mailing Address: PO Box 3176 Ketchum Zip Code: 83340
Street Address: 126 Main Street South Ste B6 City: Hailey State: Idaho
Day Telephone: (208) 726-0700 Evening Telephone: (208) 788-5319
FAX Number: (208) 726-8406 E-Mail Address: dafauth@stewart.com

Applicant Driver's License #: FA106658A

Sponsoring Organization: Blaine County Title

Non-Profit: Event Yes  No  Tax Exempt #: \_\_\_\_\_

Federal Tax #: 82-0441331 State Tax #: 0001463314

### VI. EVENT INFORMATION

New Event: Yes \_\_\_\_\_ No  Annual Event: Yes  No \_\_\_\_\_ Years Operating 5

Event Category:  Commercial  Noncommercial

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

Description of Event: \_\_\_\_\_

A 5K 'Fun Run and Walk' on Thanksgiving morning through the streets of Hailey. There will be coffee and hot chocolate at the start/finish area.

Additional Details: \_\_\_\_\_

Parking will be at the Community Campus. The event itself (start/finish area) will be at the vacant lot across from the Blaine County Aquatic Center.

### VII. INSURANCE REQUIREMENTS

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

Insurance Company: Wood River Insurance Agent Name: Rebecca Ruhter

Address: 410 N. Main Hailey Phone: 788-1100

#### HOLD HARMLESS CLAUSE

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

(Attach any additional pages as needed)

# SPECIAL EVENT ACTIVITIES & CITY SERVICES REQUESTED

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

Yes	No	Check all Planned Activities	Yes	No	Check all Planned Activities
	X	<b>Street Closures &amp; Access / Parade</b> Detailed map listing areas of closure, parade route is required. An ITD permit is required for Main Street.		X	Alcohol Served (Free of Charge) (name of provider)
	X	Street Closures & Access /Parade require your Event Coordinator to notify all affected businesses, churches schools and neighborhoods	X		Alcohol Sold Requires Alcohol Beverage Catering Permit (Hailey Code 5.13)
#		<b>Canopies/Tents/Membranes/Temporary Structures</b> (Number & Size(s) <u>10x10 canopies</u> City of Hailey Fire Department, Fire Code Enforcement	#		Food/Beverages will be served (List Caterers): <u>Hailey Coffee Co.</u>
2		<b>Medical Services</b> (Circle) First Aid and/or EMS Services  Who is providing services? _____		X	Vendors items sold/ solicitation
#	X	<b>Security</b> (detail who, number of officers, times. Attach plan)	#	X	Booths: Profit / Non-Profit
X		<b>Traffic Control / Shuttle Buses</b> (Number of buses / locations / hours of operation, attach plan.)		X	Lighting plan: attach plan
#	X	<b>Electricity / Generators</b> (Size _____) Attach detailed electrical plan.		X	Activities / Entertainment (Agenda) Other equipment or entertainment
			X		Signs or Banners: sign permit may be required by the City Planning and Zoning Department
X		Water <u>Drinking</u> Washing (circle)		X	Stages (Number and Size(s) _____)
	X	<b>Gray Water Barrel / Grease Barrel</b> (circle /detail # and locations)	#	X	Barricades. How many identify locations and attach logistics map
X		<b>Sanitation</b> -Trash bins, Dumpsters, Recycle (circle /detail # and locations) <u>see map</u>	#	300	EVENT estimated attendance
#		<b>Porta Toilets / Wash Stations</b> (Quantity ADA Regular _____)	#	20	Number of staff working event
3			#	20	Number of volunteers working <u>same</u>

*per phone 10/20/08*

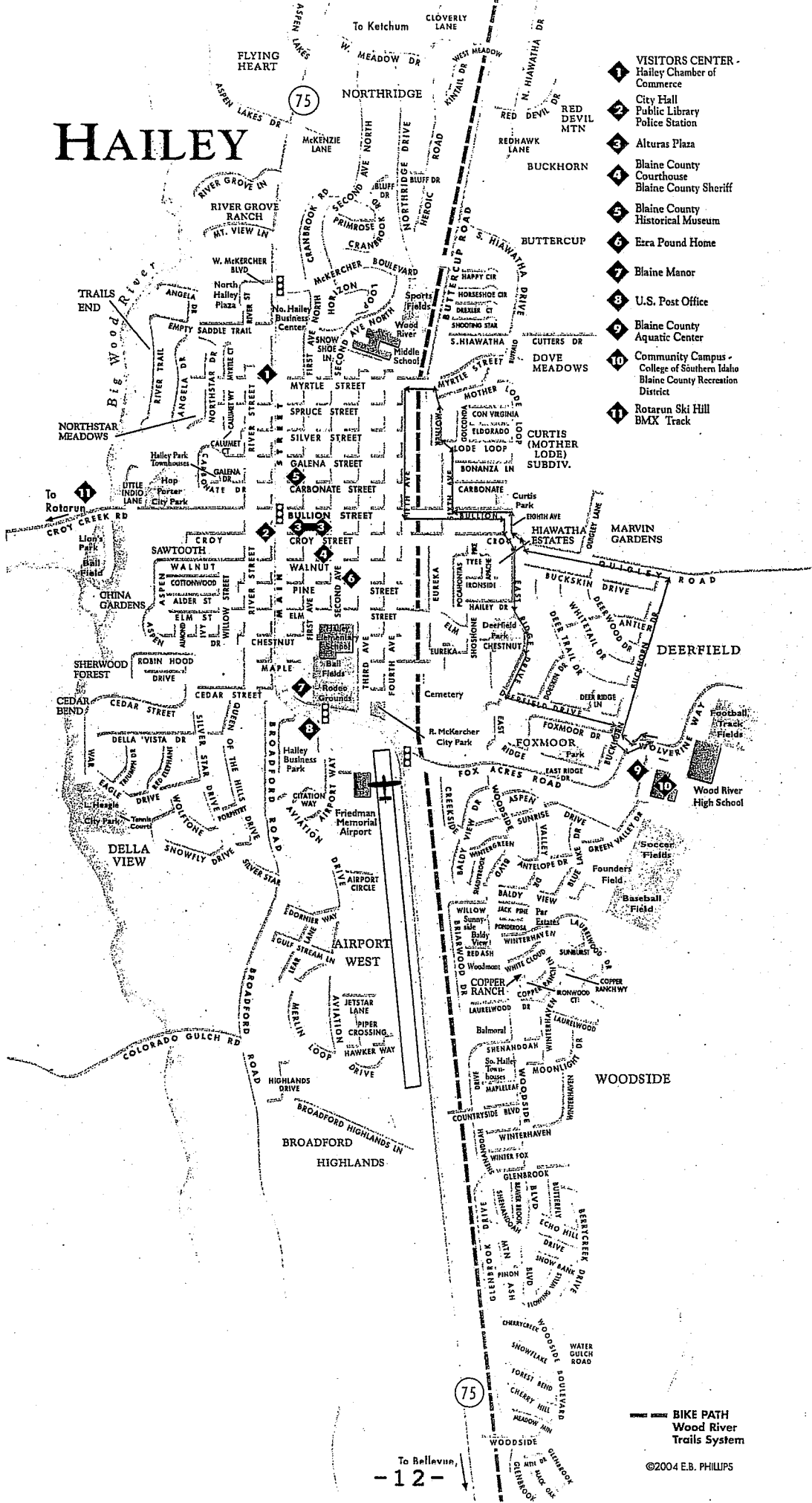
I hereby certify that I have read and will abide by the laws, rules and regulations set forth by the City of Hailey, Blaine County, and the State of Idaho, and in signing this application, I hereby agree that I and the organization I represent, shall hold the City of Hailey and all of its agents or employees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

Event Organizer's Signature: \_\_\_\_\_

Date: 10/19/08



# HAILEY



- 1 VISITORS CENTER - Hailey Chamber of Commerce
- 2 City Hall Public Library Police Station
- 3 Alturas Plaza
- 4 Blaine County Courthouse Blaine County Sheriff
- 5 Blaine County Historical Museum
- 6 Era Pound Home
- 7 Blaine Manor
- 8 U.S. Post Office
- 9 Blaine County Aquatic Center
- 10 Community Campus - College of Southern Idaho Blaine County Recreation District
- 11 Rotarun Ski Hill BMX Track

BIKE PATH  
Wood River  
Trails System

©2004 E.B. PHILLIPS

# ACORD<sup>TM</sup> CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/13/2008

<b>PRODUCER</b> Wood River Insurance, Inc. 410 N. Main St Hailey, ID 83333		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
Phone No. (208) 788-1100	Fax No. (208) 788-4988	<b>INSURERS AFFORDING COVERAGE</b>	<b>NAIC #</b>
<b>INSURED</b> TURKEY TROT PO BOX 3176 Ketchum, ID 83340		INSURER A: STP - St. Paul Fire and Marine Ins. Co.	
Phone No. (208) 788-8300		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR IADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
STP	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR LIQUOR LIABILITY EXCLUDED GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	EW06109807	11/27/2008	11/28/2008	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000				
	MED EXP (Any one person) \$ Excluded				
	PERSONAL & ADV INJURY \$ 1,000,000				
	GENERAL AGGREGATE \$ 2,000,000				
	PRODUCTS - COM/POP AGG \$ 1,000,000				
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) <sup>Max per Auto</sup> <sub>Max Aggregate</sub> \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	OTHER				Coverage <input type="checkbox"/> <input type="checkbox"/> Inducible <input type="checkbox"/> <input type="checkbox"/>
					\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
 \*Split Dates apply to all coverages in the specified section.

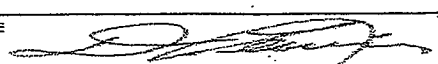
Coverage Location: United States & Canada  
 Event: TURKEY TROT

The Certificate holder is included as Additional Insured, but only as respects to claims arising out of the negligence of the Named Insured.

All coverages expire at 12:01 a.m. Standard Time.

## CERTIFICATE HOLDER


## CANCELLATION

City of Hailey 115 Main St S, Ste H Hailey, ID 83333 United States Of America	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>1</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
Phone No. (208) 788-4221	FAX No. 





**AGENDA ITEM SUMMARY**

**DATE:** 10/27/2008    **DEPARTMENT:** Public Works    **DEPT. HEAD SIGNATURE:** 

**SUBJECT:**

Request approval for the Hailey Chamber of Commerce and The City of Hailey - Hailey Hometown Holidays Parade Special Event. Also, authorize the Mayor to sign the ITD application's Hold Harmless Release form and General Release form and agreement.

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

**BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:**

**FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:**

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

**ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS:** (IF APPLICABLE)

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

**RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:**

Special Event Heads have reviewed and approved with the following contingencies:

- All vehicle access to the park will be restricted to the Northeast corner of the park (it is recommended that plywood or like material be placed on the ground where vehicles will be entering the park).
- Applicant will be responsible for repair of any turf and/or sprinkler damage.
- Any power requirements will need to be approved, maximum of 200 amps available.
- Access to the RV dump is to remain open at all times.
- Restrooms will need to be provided with a minimum of one being ADA accessible.
- Dumpster/ trash and recycle receptacles will need to be provided.
- Event planners will need to make parking arrangements for any large trailers (if applicable) as parking will not be allowed along 3rd and 4th Avenues for these type of vehicles. All other vehicles are allowed to park along 3rd and 4th Avenues as long as there is no encroachment into the driving lanes that impedes emergency vehicle access.

**FOLLOW-UP REMARKS:**

\*



# SPECIAL EVENT PERMIT APPLICATION

I. EVENT NAME: HAILEY HOMETOWN HOLIDAYS #1788

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

Public Property       Private Property

McKONITON PARK & INN @ ELSWORTH ESTATE

### III. EVENT SCHEDULE

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

Date(s) of Event	Hours	Estimated # of Attendees
12-5-08	Start Time: <u>6 PM</u> End Time: <u>9 PM</u>	One Hour Interval: All Day: <u>200</u>
	Start Time:                      End Time:	One Hour Interval: All Day:
Date of Set-Up		
12-5-08	Start Time: <u>5 PM</u> End Time: <u>6 PM</u>	
Date of Tear Down		
12-5-08	Start Time: <u>9 PM</u> End Time: <u>10 PM</u>	

### IV. FEES

Special Event Permit Application Fee	\$125	<input checked="" type="checkbox"/>	<u>125.00</u>
Per Day Park Rental Fee (Waived for non-profits)	\$500	<input type="checkbox"/>	_____
Security Deposit	\$500	<input type="checkbox"/>	<u>ON FILE</u>
Tax (on park rental fees only)	6%	<input type="checkbox"/>	_____
<b>TOTAL DUE</b>			<u>125.00</u>
Additional Deposit Required		<input type="checkbox"/>	_____

SEP 26 2008

### V. ORGANIZATION INFORMATION

Applicant's Name: CITY OF HAILEY & HAILEY CHAMBER OF COMMERCE Title: \_\_\_\_\_

Mailing Address: P.O. BOX 100 HAILEY Zip Code: 83333

Street Address: 1850 FOX ACRES City: HAILEY State: ID

Day Telephone: 786-3484 Evening Telephone: 481-1112

FAX Number: 578-1595 E-Mail Address: info@haileyidaho.com

Applicant Driver's License #: \_\_\_\_\_

Sponsoring Organization: CITY OF HAILEY & HAILEY CHAMBER

Non-Profit:  Yes  No Tax Exempt #: \_\_\_\_\_

Federal Tax #: \_\_\_\_\_ State Tax #: \_\_\_\_\_

**VI. EVENT INFORMATION**

New Event: Yes \_\_\_\_\_ No  Annual Event: Yes  No \_\_\_\_\_ Years Operating 5

Event Category:  Commercial  Noncommercial

Estimate of Gross Ticket Sales & Revenues (commercial event only): 0

Description of Event: PARADE DOWN MAIN ST - LIGHTING OF CHRISTMAS TREE - CAROLING - AMPLIFIED MUSIC - NON-ALCOHOLIC BEVERAGES

Additional Details: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**VII. INSURANCE REQUIREMENTS**

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

Insurance Company: PHILADELPHIA + ICRMP Agent Name: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

**HOLD HARMLESS CLAUSE**

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

(Attach any additional pages as needed)

# SPECIAL EVENT ACTIVITIES & CITY SERVICES REQUESTED

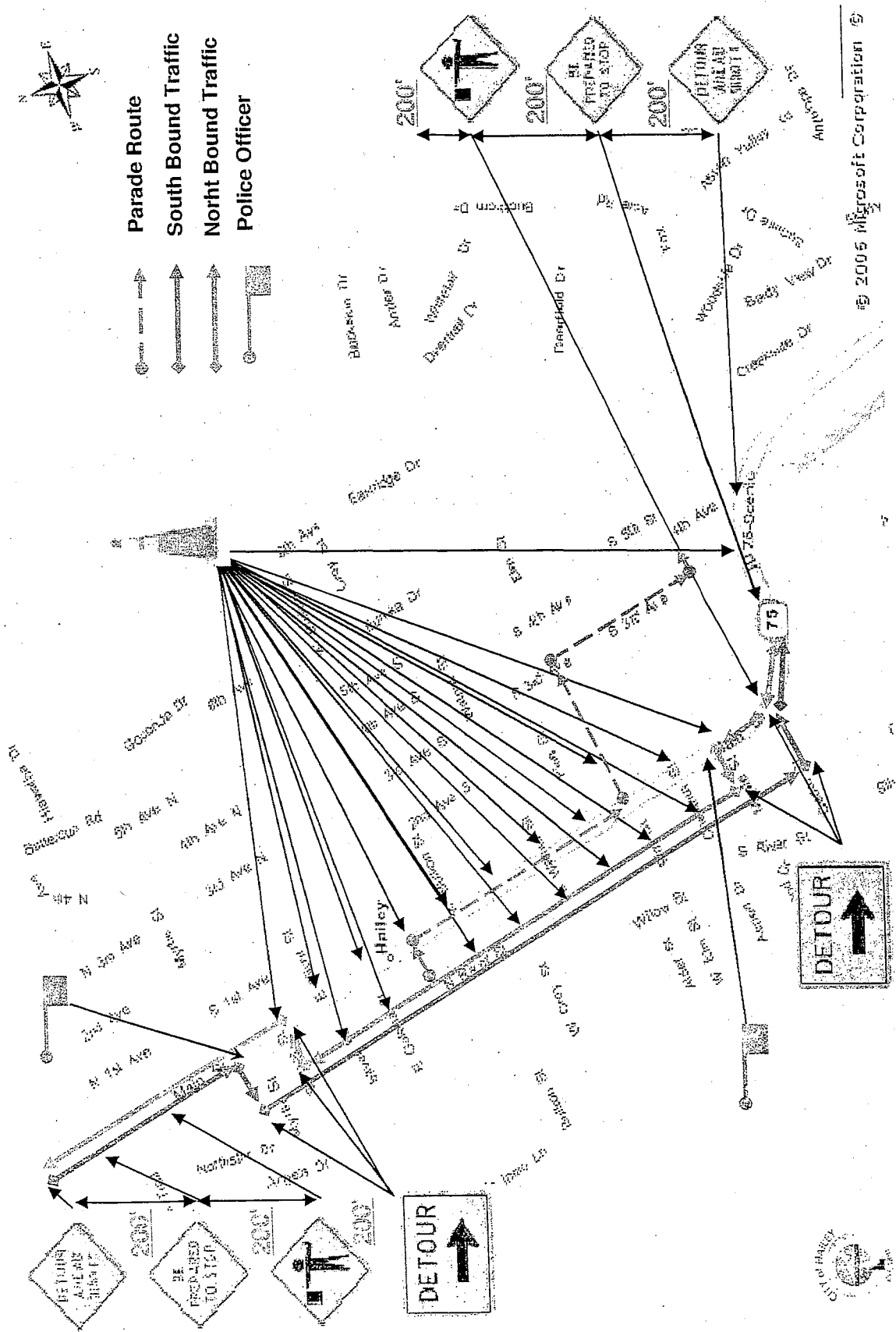
Your Event Organizer is responsible for providing a complete list of event activities including a list of suppliers providing services. An event logistics map is required, detailing the location for all road closures, event set up, canopies, stages, vendors, booths, and any other major services or activities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

Yes	No	Check all Planned Activities	Yes	No	Check all Planned Activities
✓		<b>Street Closures &amp; Access / Parade</b> Detailed map listing areas of closure, parade route is required. An ITD permit is required for Main Street. <i>HPD</i>		✓	Alcohol Served (Free of Charge) (name of provider)
				✓	Alcohol Sold Requires Alcohol Beverage Catering Permit (Hailey Code 5.13)
✓		Street Closures & Access /Parade require your Event Coordinator to notify all affected businesses, churches schools and neighborhoods	✓		Food/Beverages will be served (List Caterers):
#	0	<b>Canopies/Tents/Membranes/Temporary Structures</b> (Number & Size(s) City of Hailey Fire Department, Fire Code Enforcement	#		Vendors items sold/ solicitation
	✓	<b>Medical Services</b> (Circle) First Aid and/or EMS Services Who is providing services? _____		✓	
#	✓	<b>Security</b> (detail who, number of officers, times. Attach plan)	#	✓	Booths: Profit / Non-Profit
	✓	<b>Traffic Control / Shuttle Buses</b> (Number of buses / locations / hours of operation, attach plan.)		✓	Lighting plan: attach plan
#	✓	<b>Electricity / Generators</b> (Size _____) Attach detailed electrical plan.		✓	Activities / Entertainment (Agenda) Other equipment or entertainment
				✓	Signs or Banners: sign permit may be required by the City Planning and Zoning Department
	✓	Water Drinking / Washing (circle)		✓	Stages (Number and Size(s) _____)
	✓	<b>Gray Water Barrel / Grease Barrel</b> (circle /detail # and locations)	#	✓	Barricades. How many identify locations and attach logistics map
	✓	<b>Sanitation</b> -Trash bins, Dumpsters, Recycle (circle /detail # and locations)	#	200	EVENT estimated attendance
#	✓	<b>Porta Toilets / Wash Stations</b> (Quantity ADA Regular _____)	#	2	Number of staff working event
			#	20	Number of volunteers working

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

Event Organizer's Signature: *[Signature]* Date: 9-26-08

HAILEY HOMETOWN HOLIDAYS TRAFFIC DETOUR ROUTE



ALL SIGNS WILL BE RETRO REFLECTIVE 48" X 48"  
 CONES WILL BE 36" WITH RETRO REFLECTIVE STRIPES  
 ALL SIGN SPACING WILL BE AT 200'

THERE WILL BE 8 CONES PER INTERSECTION ON MAIN ST



AGREEMENT FOR A SPECIAL EVENT ON STATE HIGHWAYS

THIS AGREEMENT, made and entered into this 09th day of October, 2008 (year), by and between the Idaho Transportation Department, hereafter called the "Department," and City of Hailey & Hailey Chamber of Commerce, whose address is: 115 Main St S. & PO Box 100 Hailey, ID 83333 and phone number is: (208) 788-9830 X 22 & (208) 788-3484, hereafter called the "Sponsor," and as used herein denotes singular or plural thereof.

WHEREAS, the Sponsor proposes to conduct a Parade event called the Hailey Hometown Holidays, Located in Blaine County/City of Hailey

on HWY 75 from Milepost to Milepost

on the following date(s) December 05, 2008, and

WHEREAS, authority for this Agreement is established by Section 40-310, Idaho Code, and the parties do hereby mutually agree as follows:

SECTION I: THE SPONSOR SHALL:

Prior to completion of this agreement:

Obtain approval from pertinent Law Enforcement Agencies for the specific event and forward the letters of approval to the Department.

Contact the appropriate District or Headquarters' Traffic section for further assistance in determining the minimum insurance coverage required for all events.

Evidence Of Insurance.

All insurers shall have a Best's rating of AV or better and be licensed and admitted in Idaho. Prior to use of state highways, Sponsor shall furnish the State of Idaho with a certificate of insurance executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth below. All policies required shall be written as primary policies and not as contributing or excess coverage to any coverage the State of Idaho may choose to maintain. The policies shall cover any claims that may arise out of, or result from the Sponsor's operations under the Agreement, whether such operation be by itself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone including event participants, for whose acts any of them may be liable.

- All certificates shall provide for (30) day's written notice to the State of Idaho prior to cancellation or material change of any insurance referred to therein.

- All policies, except Workers compensation, shall name the State of Idaho, Idaho Department of Transportation as additional insured.
- All policies shall contain waiver of subrogation against the State of Idaho.
- Failure of the State of Idaho to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the State of Idaho to identify a deficiency from evidence that is provided shall not be construed as a waiver of Sponsor's obligation to maintain such insurance.
- Failure to maintain the required insurance may result in termination of this contract at the State of Idaho's option.

### **Independent Contractor Status**

The service or services to be rendered under this contract are those of an independent contractor. (Insert Organization name; i.e. XYZ, Inc., DBA XYZ Sports) as sponsor is not an officer, employee or agent of the State as those terms are used in the Idaho Statutes 6-902, et al.

### **Indemnification**

(Insert Organization name: i.e. XYZ, Inc., DBA XYZ Sports) shall indemnify, defend and hold harmless the State of Idaho and the Idaho Transportation Department, and its officers, employees and agents from and against any liability, claims, damages, losses, expenses or actions, including reasonable attorney's fees, costs caused by or arising out of or relating to the activities of (insert Organization name, i.e. XYZ Sports) or its officers, employees, subcontractors, or agents under the (insert name of agreement; i.e. XYZ Classic Bike Race) Agreement, or arising from (insert name of organization; i.e. XYZ Sports), its officers, employees, subcontractors, or agents failure to comply with any applicable state, federal, local, law, statute, rule, regulation or act. This duty to indemnify, defend and hold harmless shall encompass any claims which include or allege negligence of (insert name of organization; i.e. XYZ Sports), its agents, officers, volunteers or employees other than claims which arise solely out of the negligence on the part of the State of Idaho, and this duty shall survive the termination or expiration of this Agreement.

### **Required Insurance Coverage**

(Insert organization name; i.e. XYZ Sports) shall obtain and keep in force during the term of this contract, insurance of the types and in the amounts described below.

- **Commercial General and Umbrella Liability Insurance.** (Insert organization name; i.e. XYZ Sports) shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence in the aggregate. If such CGL insurance contains a general aggregate limit, it shall apply separately to this Agreement and shall not be less than \$1,000,000.
- **Automobile Liability Insurance, if applicable,** covering owned or non-owned vehicles. Combined single limit per occurrence shall not be less than \$1,000,000.
- **Workers' Compensation.** Where required by law, sponsor shall maintain all statutorily required coverage including Employer's Liability at minimum limits of \$100,000/\$500,000/\$100,000.

### **No Representation of Coverage Adequacy.**

By requiring insurance herein, the State of Idaho does not represent that coverage and limits will

Page 3 of 8

necessarily be adequate to protect Sponsor, and such coverage and limits shall not be deemed as a

necessarily be adequate to protect Sponsor, and such coverage and limits shall not be deemed as a limitation on sponsor's liability under the indemnities granted to the State of Idaho in this contract.

**Release the State from Liability**

The Sponsor will have all participants sign a general "release from liability" form. If the Sponsor does not wish to use an individual general release form, a hold-harmless clause must be attached to this agreement.

All participants, support personnel and media personnel must conform to the rules set forth in Administrative Policy A-12-02, "Special Events on State Highways."

**Exemptions -- Insurance Requirements**

If the all parties to this agreement are agencies of the State of Idaho insured through the Department of Administration, Office of Insurance Management (Risk Management), the sponsoring state agency shall be exempt from the insurance and indemnity requirements of Section I. The exemption shall cease immediately in the event the sponsoring state agency ceases to be insured through the State of Idaho, Department of Administration, Office of Insurance Management.

**File a Traffic Control Plan**

The Sponsor must submit a traffic control plan to the Department for approval at least twenty (20) working days in advance of the event date(s). Events that delay traffic longer than 15 minutes are required to develop a detour route. The Traffic Control Plan should indicate positive traffic control at the beginning of the detour, a safe two-way traffic route designed to accommodate commercial truck

traffic, and clearly defined turns in the detour. Signing, flagging, and all traffic control devices where required, shall be installed, operated and maintained in conformance with the latest edition of the Manual on Uniform Traffic Control Devices.

Traffic control devices (signs, barricades, cones, tubular markers, drums, flagger paddles, etc.) shall be the responsibility of the Sponsor. When directed by the District Engineer, signing and traffic control for high volume, high-speed event sites shall be done by or under the supervision of law enforcement officers that are certified in or recognized by the State of Idaho. If requested by the Department, the Sponsor will meet with cities, law enforcement agencies and the Idaho Transportation Department at Hailey City Hall on November 26, 2008 (at least a week prior to the event) for a traffic control briefing.

**Appoint a "Liaison" Officer**

Herein named Kelly Schwarz  
name

115 Main Street S. Hailey ID 83333 (208) 788-5965 X 10.  
address phone

The Liaison Officer shall report regularly to the District or the Headquarters' Traffic Section, as appropriate, and shall be readily available to ensure clear communication and appropriate coordination between the Department and the event Sponsor.

During the course of any special event no set of guidelines can anticipate all situations that may arise. If it becomes necessary to adapt the Department's requirements to specific problem areas, the Sponsor shall attempt



to notify the Department immediately and make any necessary modifications within the guidelines of the Special Events policy and the Manual on Uniform Traffic Control Devices.

**SECTION II: THE DEPARTMENT SHALL:**

**Prior to completion of this agreement:**

Approve the Traffic Control Plan or notify the Sponsor of any traffic control plan deficiencies as soon as possible.

Approve the Insurance policy requirements or notify the Sponsor of any deficiencies as soon as possible.

If an event is not approved, the Sponsor shall be notified, as soon as possible, so alternate plans can be made.

If there is reason to believe an illegal (non-approved) event will be held, law enforcement agencies with jurisdiction in the area of the special event shall be advised in writing by the Department to document notification.

**Grant Written Permission.**

Herein signified by completion of this agreement, after the Department is satisfied that all interested parties are best served.

The District Engineer shall approve intra-district events and the Assistant Chief Engineer (Operations) shall approve inter-district events. The Overlegal Permits Section will be notified by the issuing Department of approved events to determine if event vehicles need a Special Permit. Pertinent law enforcement agencies should also be notified of all approved events.

In agreement of the afore-mentioned requirements, we, the Sponsor, shall comply.

Sponsor:

Representing:

\_\_\_\_\_  
(Sponsor/Authorized Representative)

\_\_\_\_\_  
City of Hailey

\_\_\_\_\_  
(208) 788-9830  
(Phone Number)

Date: \_\_\_\_\_

Notary for Sponsor:

\_\_\_\_\_  
(Notary Name)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Phone Number)

Date: \_\_\_\_\_  
(Commission Expires)

Date: \_\_\_\_\_  
(Agreement Signed)

**SECTION II: THE DEPARTMENT SHALL:**

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In agreement of the afore-mentioned requirements, we, the Sponsor, shall comply.

Sponsor:

[Signature]  
(Sponsor/Authorized Representative)

(208) 788-3484  
(Phone Number)

Representing:

Hailey Chamber of Commerce

Date: 10-09-08

Notary for Sponsor:

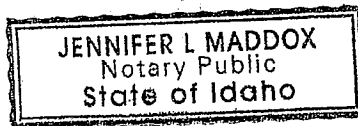
Jennifer L. Maddox  
(Notary Name)

206 N. Main St.  
(Address)

208-578-0449  
(Phone Number)

Date: 4-21-14  
(Commission Expires)

Date: 10-9-08  
(Agreement Signed)



Subject to all terms, conditions, and provisions of this agreement or attachments, permission is hereby granted.

IDAHO TRANSPORTATION DEPARTMENT

By: \_\_\_\_\_ Date: \_\_\_\_\_  
(District Engineer)

By: \_\_\_\_\_ Date: \_\_\_\_\_  
(Asst. Chief Engineer of Operations, if applicable)

By: \_\_\_\_\_ (Title)  
(Local official, if applicable)

Date: \_\_\_\_\_

Notary for Department:

\_\_\_\_\_  
(Notary Name) (Address) (Phone Number)

Date: \_\_\_\_\_  
(Commission Expires)

Date: \_\_\_\_\_  
(Agreement Signed)



### HOLD HARMLESS RELEASE

Hailey Chamber of Commerce & City of Hailey proposing to conduct an event called  
(Sponsor)

Hailey Hometown Holiday Parade on State Highways, do hereby indemnify, save harmless, and defend, regardless of the outcome, the State of Idaho, and the Idaho Transportation Department against all suits, claims or losses including costs, expenses and attorney fees incurred as a result of any act or omission, neglect or misconduct of the Sponsor or the participants during the event that is the subject of this agreement.

*[Handwritten Signature]*

Sponsor

*10-29-08*

Date

Sponsor

Date



### GENERAL RELEASE

I, Hailey Chamber of Commerce & City of Hailey (herein referred to as "Participant")  
(Print Name)

being of lawful age, and in consideration of participating in the

Hailey Hometown Holiday Parade, on December 05, 2008,  
(Name of Activity) (Date)

do hereby release and discharge the State of Idaho, the Idaho Transportation Department, and its agencies, officials, and employees from and against all liability to the Participant, his/her spouse, legal representatives, heirs or next of kin for any and all loss or damage, and/or claim, suit or demand on account of injury to the person or property of the Participant or resulting in the death of the Participant, arising out of, or the result of participation in the above named activity.

Participant certifies that he/she has carefully read the above provisions, and knows and understands the contents, and signs this General Release of his/her own free act.

*[Signature]*  
(Participant)

10-09-08  
(Date)

\_\_\_\_\_  
(Participant)

\_\_\_\_\_  
(Date)



**AGENDA ITEM SUMMARY**

DATE: 10/27/2008 DEPARTMENT: Public Works

DEPT. HEAD SIGNATURE: 

**SUBJECT:**

Request approval for the Hailey Chamber of Commerce and The City of Hailey 4<sup>th</sup> of July Special Event. Also, authorize the Mayor to sign the ITD application's Hold Harmless Release form and General Release form and agreement.

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

**BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:**

**FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:**

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

**ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS:** (IF APPLICABLE)

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

**RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:**

Special Event Heads have reviewed and approved with the following contingencies:

1. Applicant to provide barricades for closure of Carbonate St.
2. List of contact cell phone numbers for that day will need to be provided.
3. Signs and Banners may not be displayed more than 72 hours without a permit.

**FOLLOW-UP REMARKS:**

\*



RECEIVED  
OCT - 9 2008

### SPECIAL EVENT PERMIT APPLICATION

I. EVENT NAME: ANNUAL 4TH OF JULY ACTIVITIES & PARADE

II. LOCATION FOR EVENT (Be specific e.g., Hop Porter Park, all of 1<sup>st</sup> Avenue between Walnut and Pine, 115 Main St. S.): 2809

Public Property       Private Property

PRIMARILY MAIN STREET - SEE ATTACHED

### III. EVENT SCHEDULE

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

Date(s) of Event	Hours		Estimated # of Attendees
<u>7-4-09</u>	Start Time: <u>11AM</u>	End Time: <u>3PM</u>	One Hour Interval: _____ All Day: _____
	Start Time: _____	End Time: _____	One Hour Interval: _____ All Day: _____
Date of Set-Up			
<u>7-4-09</u>	Start Time: <u>6AM</u>	End Time: <u>3PM</u>	
Date of Tear Down			
<u>7-4-09</u>	Start Time: <u>3PM</u>	End Time: <u>4PM</u>	

### IV. FEES

Special Event Permit Application Fee	\$125	<input checked="" type="checkbox"/>	<u>\$125</u>
Per Day Park Rental Fee (Waived for non-profits)	\$500	<input type="checkbox"/>	_____
Security Deposit	\$500	<input checked="" type="checkbox"/>	<u>ON DEPOSIT</u>
Tax (on-park rental fees only)	6%	<input type="checkbox"/>	_____
<b>TOTAL DUE</b>			<u>\$125</u>
Additional Deposit Required		<input type="checkbox"/>	_____

### V. ORGANIZATION INFORMATION

Applicant's Name: JIM SPINELLI Title: EXEC. DIR.

Mailing Address: PO 100 HAILEY Zip Code: 83333

Street Address: 1050 FOX ACRES City: HAILEY State: ID

Day Telephone: 788-3484 Evening Telephone: 481-1112

FAX Number: 578-1595 E-Mail Address: info@haileyidaho.com



Applicant Driver's License #: DA 123275E

Sponsoring Organization: HAILEY CHAMBER & CITY OF HAILEY

Non-Profit:  Yes  No Tax Exempt #: \_\_\_\_\_

Federal Tax #: \_\_\_\_\_ State Tax #: \_\_\_\_\_

**VI. EVENT INFORMATION**

New Event: Yes \_\_\_\_\_ No  Annual Event: Yes  No \_\_\_\_\_ Years Operating 50+

Event Category:  Commercial  Noncommercial

Estimate of Gross Ticket Sales & Revenues (commercial event only): 0

Description of Event: PARADE, FOOD COURT, SHOOT OUT GANG, KIDS  
CARNIVAL, LIVE MUSIC

Additional Details: SEE ATTACHED

**VII. INSURANCE REQUIREMENTS**

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

Insurance Company: PHILADELPHIA & ICRMA Agent Name: BISOZZI

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

**HOLD HARMLESS CLAUSE**

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

(Attach any additional pages as needed)

# SPECIAL EVENT ACTIVITIES & CITY SERVICES REQUESTED

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

Yes	No	Check all Planned Activities	Yes	No	Check all Planned Activities
✓		<b>Street Closures &amp; Access / Parade</b> Detailed map listing areas of closure, parade route is required. An ITD permit is required for Main Street.		✓	Alcohol Served (Free of Charge) (name of provider)
			✓		Alcohol Sold Requires Alcohol Beverage Catering Permit (Hailey Code 5.13) <i>LOCAL VENDOR'S</i>
✓		<b>Street Closures &amp; Access /Parade</b> require your Event Coordinator to notify all affected businesses, churches schools and neighborhoods	✓		Food/Beverages will be served (List Caterers): <i>LOCAL VENDORS</i>
#		<b>Canopies/Tents/Membranes/Temporary Structures</b> (Number & Size(s) <i>12x12</i> City of Hailey Fire Department, Fire Code Enforcement	#		Vendors items sold/ solicitation  <i>TO BE FURNISHED</i>
/		<b>Medical Services</b> (Circle) First Aid and/or EMS Services Who is providing services? _____	#		
#		<b>Security</b> (detail who, number of officers, times. Attach plan) <i>FOR PARADE</i>	#		Booths: Profit / Non-Profit
	✓	<b>Traffic Control / Shuttle Buses</b> (Number of buses / locations / hours of operation, attach plan.)		✓	Lighting plan: attach plan
#		<b>Electricity / Generators</b> (Size _____) Attach detailed electrical plan.	✓		Activities / Entertainment (Agenda) Other equipment or entertainment <i>SEE ATTACHED</i>
				✓	Signs or Banners: sign permit may be required by the City Planning and Zoning Department
	✓	<b>Water</b> Drinking / Washing (circle)		✓	Stages (Number and Size(s) _____) <i># 1 15x30</i>
	✓	<b>Gray Water Barrel / Grease Barrel</b> (circle /detail # and locations)	#	✓	Barricades. How many <i>SEE ATTACHED</i> identify locations and attach logistics map
✓		Sanitation <del>Trash bins</del> , Dumpsters, Recycle (circle /detail # and locations) <i>8</i>	#		EVENT estimated attendance <i>4,500 - 7,000</i>
#		<b>Porta Toilets / Wash Stations</b> (Quantity ADA Regular) <i>1 5</i>	#	2	Number of staff working event
			#	30	Number of volunteers working

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

Event Organizer's Signature: *[Signature]* Date: *10-9-09*

## DESCRIPTION OF EVENTS ON 4<sup>TH</sup> OF JULY 2009

2009 will be virtually the same as last year.

According to the parade application, close down Main Street at 11AM. Live music at Grand Stand in front of Bullion Square on shoulder of Main Street from 11:00AM to 11:30AM. Shoot Out Gang to perform at 11:30AM. The parade to start at 12PM and end at approximately 1:30PM. Music to play from end of parade until 3PM. There will be a food court in the parking lot of Bullion Square. Close W. Carbonate between Main and River Street for Kids Carnival sponsored by the BC Recreation District. There will be an Art Exhibition in the second lot North of Sturto's in the space of the traditional Farmer's Market. Reopen the Main Street at 3PM.

**Philadelphia Indemnity Insurance Company**

**COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS**

Policy Number: PHPK309395

Agent # 30075

See Supplemental Schedule

**LIMITS OF INSURANCE**

\$	3,000,000	General Aggregate Limit (Other Than Products – Completed Operations)
\$	3,000,000	Products/Completed Operations Aggregate Limit (Any One Person Or Organization)
\$	1,000,000	Personal and Advertising Injury Limit
\$	1,000,000	Each Occurrence Limit
\$	100,000	Rented To You Limit
\$	0	Medical Expense Limit (Any One Person)

**FORM OF BUSINESS: NON PROFIT ORGANIZATION**

Business Description: Special Events

Location of All Premises You Own, Rent or Occupy: **SEE SCHEDULE ATTACHED**

**AUDIT PERIOD, ANNUAL, UNLESS OTHERWISE STATED: N/A**

Classifications	Code No.	Premium Basis	Rates		Advance Premiums		
			Prem./ Ops.	Prod./ Comp. Ops.	Prem./ Ops.	Prod./ Comp. Ops.	
SEE SCHEDULE ATTACHED							
<b>TOTAL PREMIUM FOR THIS COVERAGE PART:</b>					\$	1,090.00	\$

**RETROACTIVE DATE (CG 00 02 ONLY)**

This insurance does not apply to "Bodily Injury", "Property Damage", or "Personal and Advertising Injury" which occurs before the retroactive date, if any, shown below.

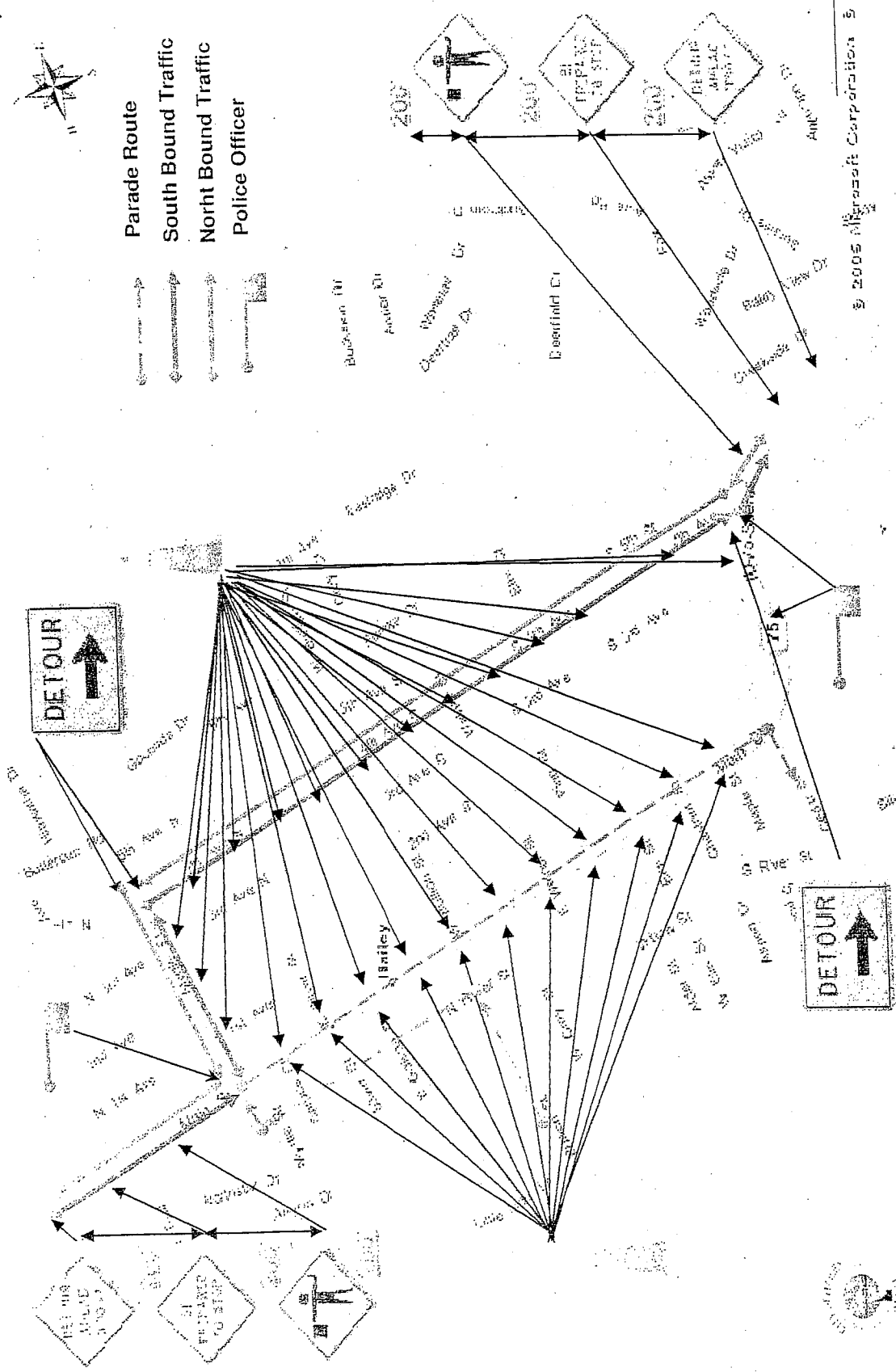
Retroactive Date: \_\_\_\_\_

**FORM (S) AND ENDORSEMENT (S) APPLICABLE TO THIS COVERAGE PART: Refer To Forms Schedule**

Countersignature Date

Authorized Representative

HAILEY 4th of JULY TRAFFIC DETOUR ROUTE



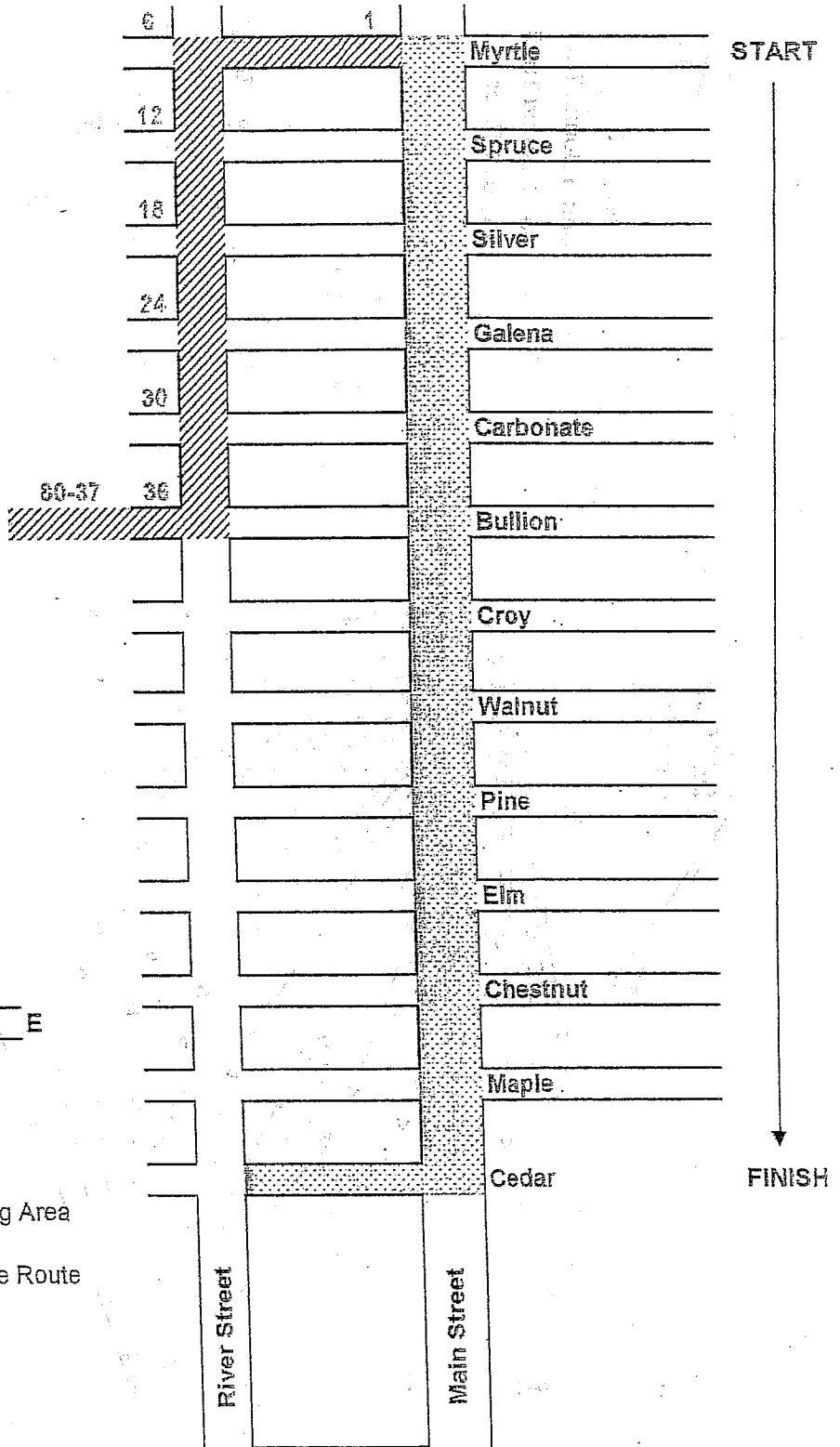
ALL SIGNS WILL BE RETRO REFLECTIVE 48" X 48"  
 CONES WILL BE 36" WITH RETRO REFLECTIVE STRIPES  
 ALL SIGN SPACING WILL BE AT 200'



THERE WILL BE 8 CONES PER INTERSECTION ON MAIN ST

4th of July

PARADE ROUTE

MAY 17 2007



 = Staging Area  
 = Parade Route



## AGREEMENT FOR A SPECIAL EVENT ON STATE HIGHWAYS

THIS AGREEMENT, made and entered into this 09<sup>th</sup> day of October, 2008 (year), by and between the Idaho Transportation Department, hereafter called the "Department," and City of Hailey & Hailey Chamber of Commerce, whose address is: 115 Main St S. & PO Box 100 Hailey, ID 83333 and phone number is: (208) 788-9830 X 22 & (208) 788-3484, hereafter called the "Sponsor," and as used herein denotes singular or plural thereof.

WHEREAS, the Sponsor proposes to conduct a Parade event called the 4<sup>th</sup> of July Parade, Located in Blaine County/City of Hailey,  
(Name of event) (County and/or City)

on HWY 75 from Milepost \_\_\_\_\_ to Milepost \_\_\_\_\_  
(Highway name or designation)

on the following date(s) July 04, 2009, and

WHEREAS, authority for this Agreement is established by Section 40-310, Idaho Code, and the parties do hereby mutually agree as follows:

### SECTION I: THE SPONSOR SHALL:

**Prior to completion of this agreement:**

Obtain approval from pertinent Law Enforcement Agencies for the specific event and forward the letters of approval to the Department.

Contact the appropriate District or Headquarters' Traffic section for further assistance in determining the minimum insurance coverage required for all events.

**Evidence Of Insurance.**

All insurers shall have a Best's rating of AV or better and be licensed and admitted in Idaho. Prior to use of state highways, Sponsor shall furnish the State of Idaho with a certificate of insurance executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth below. All policies required shall be written as primary policies and not as contributing or excess coverage to any coverage the State of Idaho may choose to maintain. The policies shall cover any claims that may arise out of, or result from the Sponsor's operations under the Agreement, whether such operation be by itself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone including event participants, for whose acts any of them may be liable.

- All certificates shall provide for (30) day's written notice to the State of Idaho prior to cancellation or material change of any insurance referred to therein.

- All policies shall contain waiver of subrogation against the State of Idaho.
- Failure of the State of Idaho to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the State of Idaho to identify a deficiency from evidence that is provided shall not be construed as a waiver of Sponsor's obligation to maintain such insurance.
- Failure to maintain the required insurance may result in termination of this contract at the State of Idaho's option.

### **Independent Contractor Status**

The service or services to be rendered under this contract are those of an independent contractor. (Insert Organization name; i.e. XYZ, Inc., DBA XYZ Sports) as sponsor is not an officer, employee or agent of the State as those terms are used in the Idaho Statutes 6-902, et al.

### **Indemnification**

(Insert Organization name: i.e. XYZ, Inc., DBA XYZ Sports) shall indemnify, defend and hold harmless the State of Idaho and the Idaho Transportation Department, and its officers, employees and agents from and against any liability, claims, damages, losses, expenses or actions, including reasonable attorney's fees, costs caused by or arising out of or relating to the activities of (insert Organization name, i.e. XYZ Sports) or its officers, employees, subcontractors, or agents under the (insert name of agreement; i.e. XYZ Classic Bike Race) Agreement, or arising from (insert name of organization; i.e. XYZ Sports), its officers, employees, subcontractors, or agents failure to comply with any applicable state, federal, local, law, statute, rule, regulation or act. This duty to indemnify, defend and hold harmless shall encompass any claims which include or allege negligence of (insert name of organization; i.e. XYZ Sports), its agents, officers, volunteers or employees other than claims which arise solely out of the negligence on the part of the State of Idaho, and this duty shall survive the termination or expiration of this Agreement.

### **Required Insurance Coverage**

(Insert organization name; i.e. XYZ Sports) shall obtain and keep in force during the term of this contract, insurance of the types and in the amounts described below.

- **Commercial General and Umbrella Liability Insurance.** (Insert organization name; i.e. XYZ Sports) shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence in the aggregate. If such CGL insurance contains a general aggregate limit, it shall apply separately to this Agreement and shall not be less than \$1,000,000.
- **Automobile Liability Insurance, if applicable,** covering owned or non-owned vehicles. Combined single limit per occurrence shall not be less than \$1,000,000.
- **Workers' Compensation.** Where required by law, sponsor shall maintain all statutorily required coverage including Employer's Liability at minimum limits of \$100,000/\$500,000/\$100,000.

### **No Representation of Coverage Adequacy.**

By requiring insurance herein, the State of Idaho does not represent that coverage and limits will

Page 3 of 8

necessarily be adequate to protect Sponsor, and such coverage and limits shall not be deemed as a limitation on sponsor's liability under the indemnities granted to the State of Idaho in this contract.



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**Release the State from Liability**

The Sponsor will have all participants sign a general "release from liability" form. If the Sponsor does not wish to use an individual general release form, a hold-harmless clause must be attached to this agreement.

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If the all parties to this agreement are agencies of the State of Idaho insured through the Department of Administration, Office of Insurance Management (Risk Management), the sponsoring state agency shall be exempt from the insurance and indemnity requirements of Section I. The exemption shall cease immediately in the event the sponsoring state agency ceases to be insured through the State of Idaho, Department of Administration, Office of Insurance Management.

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traffic, and clearly defined turns in the detour. Signing, flagging, and all traffic control devices where required, shall be installed, operated and maintained in conformance with the latest edition of the Manual on Uniform Traffic Control Devices.

Traffic control devices (signs, barricades, cones, tubular markers, drums, flagger paddles, etc.) shall be the responsibility of the Sponsor. When directed by the District Engineer, signing and traffic control for high volume, high-speed event sites shall be done by or under the supervision of law enforcement officers that are certified in or recognized by the State of Idaho. If requested by the Department, the Sponsor will meet with cities, law enforcement agencies and the Idaho Transportation Department at Hailey City Hall on June 30, 2009 (at least a week prior to the event) for a traffic control briefing.

**Appoint a "Liaison" Officer**

Herein named Kelly Schwarz  
name.

115 Main Street S. Hailey ID 83333 (208) 788-5965 X 10  
address phone

The Liaison Officer shall report regularly to the District or the Headquarters' Traffic Section, as appropriate, and shall be readily available to ensure clear communication and appropriate coordination between the Department and the event Sponsor.

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In agreement of the afore-mentioned requirements, we, the Sponsor, shall comply.

Sponsor:

Representing:

\_\_\_\_\_  
(Sponsor/Authorized Representative)

\_\_\_\_\_  
City of Hailey

\_\_\_\_\_  
(208) 788-9830  
(Phone Number)

Date: \_\_\_\_\_

Notary for Sponsor:

\_\_\_\_\_  
(Notary Name)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Phone Number)

Date: \_\_\_\_\_  
(Commission Expires)

Date: \_\_\_\_\_  
(Agreement Signed)

SECTION II: THE DEPARTMENT SHALL:

Prior to completion of this agreement:

Approve the Traffic Control Plan or notify the Sponsor of any traffic control plan deficiencies as soon as possible.

Approve the Insurance policy requirements or notify the Sponsor of any deficiencies as soon as possible.

If an event is not approved, the Sponsor shall be notified, as soon as possible, so alternate plans can be made.

If there is reason to believe an illegal (non-approved) event will be held, law enforcement agencies with jurisdiction in the area of the special event shall be advised in writing by the Department to document notification.

Grant Written Permission.

Herein signified by completion of this agreement, after the Department is satisfied that all interested parties are best served.

The District Engineer shall approve intra-district events and the Assistant Chief Engineer (Operations) shall approve inter-district events. The Overlegal Permits Section will be notified by the issuing Department of approved events to determine if event vehicles need a Special Permit. Pertinent law enforcement agencies should also be notified of all approved events.

In agreement of the afore-mentioned requirements, we, the Sponsor, shall comply.

Sponsor:

[Signature]  
(Sponsor/Authorized Representative)

(208) 788-3484  
(Phone Number)

Representing:

Hailey Chamber of Commerce

Date: 10-9-08

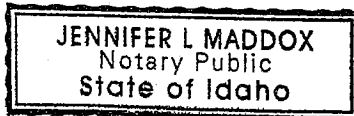
Notary for Sponsor:

Jennifer L. Maddox  
(Notary Name)

206 N. Main St. DOB-578-0449  
(Address) (Phone Number)

Date: 4-21-14  
(Commission Expires)

Date: 10-9-08  
(Agreement Signed)



Subject to all terms, conditions, and provisions of this agreement or attachments, permission is hereby granted.

By: \_\_\_\_\_ Date: \_\_\_\_\_  
(District Engineer)

By: \_\_\_\_\_ Date: \_\_\_\_\_  
(Asst. Chief Engineer of Operations, if applicable)

By: \_\_\_\_\_ (Title)  
(Local official, if applicable)

Date: \_\_\_\_\_

Notary for Department:

\_\_\_\_\_  
(Notary Name) (Address) (Phone Number)

Date: \_\_\_\_\_ (Commission Expires) Date: \_\_\_\_\_ (Agreement Signed)



### HOLD HARMLESS RELEASE

Hailey Chamber of Commerce & City of Hailey proposing to conduct an event called  
(Sponsor)

4<sup>th</sup> of July Parade on State Highways, do hereby indemnify, save harmless, and defend, regardless of the outcome, the State of Idaho, and the Idaho Transportation Department against all suits, claims or losses including costs, expenses and attorney fees incurred as a result of any act or omission, neglect or misconduct of the Sponsor or the participants during the event that is the subject of this agreement.

*[Signature]*  
Sponsor

10-09-09  
Date

\_\_\_\_\_  
Sponsor

\_\_\_\_\_  
Date

**GENERAL RELEASE**

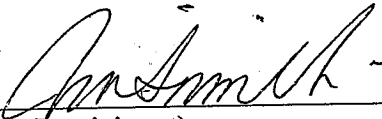
I, Hailey Chamber of Commerce & City of Hailey (herein referred to as "Participant")  
(Print Name)

being of lawful age, and in consideration of participating in the

4<sup>th</sup> of July Parade, on July 04, 2009,  
(Name of Activity) (Date)

do hereby release and discharge the State of Idaho, the Idaho Transportation Department, and its agencies, officials, and employees from and against all liability to the Participant, his/her spouse, legal representatives, heirs or next of kin for any and all loss or damage, and/or claim, suit or demand on account of injury to the person or property of the Participant or resulting in the death of the Participant, arising out of, or the result of participation in the above named activity.

Participant certifies that he/she has carefully read the above provisions, and knows and understands the contents, and signs this General Release of his/her own free act.

  
(Participant)

10-09-08  
(Date)

\_\_\_\_\_  
(Participant)

\_\_\_\_\_  
(Date)

**AGENDA ITEM SUMMARY**

**DATE:** 10/27/2008 **DEPARTMENT:** Clerk's office **DEPT. HEAD SIGNATURE:** M. Cone

---

**SUBJECT**

Motion to adopt Resolution 2008-17, amending appointments to a ten-member Historic Preservation Commission. Adding Stephany Smith.

---

**AUTHORITY:**  ID Code       IAR \_\_\_\_\_       City Ordinance/Code \_Ord 899  
Section 2.24.030.0

---

**BACKGROUND:**

This appointment was made on 10/06/08. The commissioner has been consulted regarding assignment of her term length. The attached Resolution formalizes all that has already been done, and is required under Ordinance 899.

---

**FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS**

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

---

**ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS:**

\_\_\_ City Attorney      \_\_\_ Clerk / Finance Director      \_\_\_ Engineer      \_\_\_ Mayor  
\_\_\_ P & Z Commission      \_\_\_ Parks & Lands Board      \_\_\_ Public Works      \_\_\_ Other

---

**RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:**

Council move to adopt Resolution 2008-17

---

**FOLLOW UP NOTES:**

---

**HAILEY RESOLUTION 2008-17**

**A RESOLUTION OF THE HAILEY CITY COUNCIL  
TO SET TERMS OF OFFICE FOR A TEN MEMBER  
HAILEY HISTORICAL PRESERVATION COMMISSION**

WHEREAS, the City Council of the City of Hailey, Idaho deems it in the best interest of the City to have and active and productive Historic Preservation Commission and to receive the recommendations of the Historic Preservation Commission.

WHEREAS, the Mayor and City Council of the City of Hailey has adopted Hailey Ordinance No. 899, which provides for initial appointments to the Commission to be made as follows: three (3) one-year terms, three (3) two-year terms and three (4) three-year terms (if a ten (10) member Commission);

WHEREAS, initial appointments to a seven (7) member Commission were made with City of Hailey Resolution 2005-13, adopted August 22, 2005;

WHEREAS, the Mayor and City Council appointed two (2) additional members to the commission on February 12, 2007, thereby increasing the seven (7) member commission to a nine (9) member commission;

WHEREAS, the Mayor and City Council appointed a tenth (10<sup>th</sup>) member to the commission on April 23, 2007, thereby increasing the nine (9) member commission to a ten (10) member commission.

**NOW, THEREFORE, BE IT RESOLVED BY THE HAILEY CITY COUNCIL:**

In accordance with Hailey Ordinance No. 899, the City of Hailey creates a ten (10) member historic preservation commission and the mayor appoints and the city council confirms the following members for the following terms:

<u>TERM LENGTH</u>	<u>APPOINTEE</u>	<u>TERM EXPIRES</u>
3 Year Term	Janis Gillette	January 1, 2011
3 Year Term	Joan Davies	January 1, 2011
3 Year Term	Valerie Thor	January 1, 2011
3 Year Term	Ted Angle	January 1, 2011
1 Year Term	Ben Schepps	January 1, 2009
2 Year Term	Rob Lonning	January 1, 2009
2 Year Term	Taylor Walker	January 1, 2009
3 Year Term	Stephany Smith	January 1, 2010 (formerly Eddy Svidgal's)
3 Year Term	Julie Evans	January 1, 2010
3 Year Term	Frank Rowland	January 1, 2010

THIS RESOLUTION IS ADOPTED this 27<sup>th</sup> day of October, 2008.

ATTEST:

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

\_\_\_\_\_  
Mary Cone, City Clerk



AGENDA ITEM SUMMARY

DATE: 10/27/2008 DEPARTMENT: Legal

DEPT. HEAD SIGNATURE: \_\_\_\_\_



SUBJECT:

Non-Motorized Access Easement Agreement for southern portion of the Woodside Toe of the Hill Trail.

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

If you recall, the Council approved a Non-Motorized Access Easement Agreement between South Woodside Property LLC (as grantor) and Hailey, conditioned on approval by the grantor. The grantor has made several suggestions to the agreement which I believe are acceptable. Hailey needs this easement to complete the southern portion of the Woodside Toe of the Hill Trail. Please contact me if you have any questions.

Ned

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS: Casele # \_\_\_\_\_

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:

Motion to approve the Non-Motorized Access Easement Agreement and to authorize the Mayor to sign.

FOLLOW-UP REMARKS:

\*

# NON-MOTORIZED ACCESS EASEMENT AGREEMENT

THIS NON-MOTORIZED ACCESS EASEMENT AGREEMENT ("Agreement") is made and entered into this \_\_\_\_\_ day of October, 2008, by and between SOUTH WOODSIDE PROPERTY, LLC, an Idaho limited liability company, whose address is P.O. Box 7250, Newport Beach, CA 92658 ("Grantor"), and CITY OF HAILEY, a municipal corporation, whose address is 115 South Main St., Ste. H, Hailey, ID 83333 ("Grantee").

## RECITALS

- A. Grantor is the owner of a parcel of real property, more particularly described on attached **Exhibit "A"** ("Grantor's Parcel").
- B. Grantee is desirous of obtaining a non-motorized access easement across Grantor's Parcel for public recreational use as set forth herein, and Grantor is desirous of granting the same.
- C. The grant of easement described herein is a gift by the Grantor to the Grantee.

## AGREEMENT

FOR NO CONSIDERATION AND AS A GIFT FROM GRANTOR TO GRANTEE, the parties agree as follows:

1. Grantor, subject to the terms and conditions hereinafter set forth, hereby grants and conveys unto the Grantee, its successors and assigns, an easement, twenty feet (20') in width, more particularly described in attached **Exhibit "B-1"** and depicted in attached **Exhibit "B-2"** ("Easement"), over, under and across Grantor's Parcel, for the limited purposes of permitting public recreational use, such as walking, bicycling and equestrian use. Except for motorized or battery propelled wheelchairs, public access is limited to access by foot, horse or other non-motorized means, including but not limited to, bicycles.
2. The Easement shall be perpetual, unless the Grantee, or its successors or assigns, agree to its termination, or otherwise abandon or vacate the Easement, and shall benefit the members of the public. The granting of the Easement to the public is not intended to create or to establish any right of the public of ownership of the Easement nor is it a dedication to the public.
3. The Easement shall specifically include, without limiting the foregoing, the right of the Grantee, its agents, employees, contractors, and assigns, to a) traverse the Easement for maintenance, b) make such improvements and excavations thereon and thereunder as may be reasonably necessary, at its own costs and expense, c) construct, install, maintain, repair, replace, operate or use a public path for the benefit of the public, and d) install signs identifying the trail on the Easement, limiting the use of the Easement to the uses described herein and notifying the public to stay on the trail within the Easement.

4. The Grantee shall at all times properly maintain the Easement, and all improvements situated therein, and prevent the same from becoming dangerous or unsightly, or from otherwise becoming a public nuisance or hazard, and the Grantee shall take all reasonable steps to promptly repair any damage to Grantor's real property, restore and re-vegetate any ground areas disturbed by its use of the Easement or any activities arising out of the Easement.

5. The Grantee hereby indemnifies, defends, protects and holds Grantor harmless for, from and against, and hereby releases Grantor with respect to, any and all claims, demands, obligations, liabilities, lawsuits, judgments, attorneys' fees, costs and expenses (including such fees, costs and expenses on any appeal), and any and all damages to persons or property, connected with the construction, maintenance and use of the Easement.

6. In the event of a breach hereunder by any party, the non-breaching party shall have all remedies available at law or in equity, including injunctive or other equitable relief.

7. Grantee hereby agrees to comply in all respects with any and all federal, state and local statutes, laws, ordinances, codes, regulations and rules in connection with its use of the Easement.

8. All provisions of this instrument, including the benefits and burdens, run with the land and are binding upon and inure to the assigns and successors of the parties hereto.

9. This Easement is non-exclusive and Grantor may continue to use the Easement premises for any and all lawful purposes. The Easement is subject to all existing easements, encumbrances and restrictions of record. Grantee's use of the Easement shall not unreasonably interfere with the use and enjoyment of the Easement by Grantor or any successor or assign of Grantor.

10. This Agreement shall not be amended or modified without the prior written consent of Grantor and Grantee.

11. All Exhibits referred to in this Agreement and attached hereto are by such reference incorporated herein.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

"GRANTEE"

"GRANTOR"

CITY OF HAILEY

SOUTH WOODSIDE PROPERTY, LLC

By: \_\_\_\_\_

By: \_\_\_\_\_

Richard L. Davis, Mayor

Harry S. Rinker, Member

ATTEST:

By: \_\_\_\_\_  
Mary Cone, Clerk

STATE OF IDAHO )  
  ) ss.  
County of Blaine )

On this \_\_\_\_ day of October, 2008, before me a Notary Public in and for said State, personally appeared Richard L. Davis, known to me to be the Mayor of the city of Hailey, Idaho, and the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same on behalf of the City of Hailey.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first written above.

\_\_\_\_\_  
Notary Public for Idaho  
Residing at: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

STATE OF IDAHO )  
  ) ss.  
County of Blaine )

On this \_\_\_\_ day of October, 2008, before me, a Notary Public in and for said State, personally appeared Harry S. Rinker, known to me to be a member of the limited liability company that executed the instrument or the person who executed the instrument on behalf of said limited liability company and acknowledged to me that such limited liability company executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

\_\_\_\_\_  
Notary Public for Idaho  
Residing at: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

EXHIBIT "A"

LEGAL DESCRIPTION

**TOWNSHIP 2 NORTH, RANGE 18 EAST, BOISE MERIDIAN, BLAINE COUNTY, IDAHO**

**SECTION 23: A tract of land lying within the SE $\frac{1}{4}$  of said Section 23 more particularly described as follows:**

**Beginning at the Southeast Corner of said Section 23; thence  
Westerly along the South line of Section 23; thence  
North 89°31'09" West 188.07 feet; thence  
North 49°55'20" West 250.31 feet; thence  
North 13°04'31" East 388.06 feet; thence  
North 62°15'09" West 902.94 feet; thence  
South 34°50'23" West 41.11 feet; thence**

**North 58°48'22" West 200.56 feet to the most Northerly Corner of Lot 12 of Block  
42 of said final Plat No. 10; thence**

**North 51°32'20" West 308.91 feet to the most Northerly Corner of Lot 7 of said  
Block 42; thence**

**North 31°56'40" West 153.81 feet to the most Northerly Corner of Lot 5, of said  
Block 42; thence**

**North 21°07'57" West 280.84 feet to the Northeasterly Corner of Lot 13 of Block 46  
of said Final Plat No. 11; thence**

**North 11°45'00" West 238.69 feet to the Northeasterly Corner of Lot 11 of said  
Block 46; thence**

**North 26°03'51" West 239.41 feet to the Northeasterly Corner of Lot 9 of said Block  
46; thence**

**North 35°00'00" West 300.00 feet to the Northeasterly Corner of Lot 6 of said Block  
46; thence**

**North 27°15'23" West 395.63 feet to a point on the North line of the SE $\frac{1}{4}$  of said  
Section 23, said point lies South 89°36'39" East 389.04 feet distant from the NW  
Corner of the SE $\frac{1}{4}$  of said Section 23; thence**

**Easterly along said North line of the SE $\frac{1}{4}$ , South 89°36'39" East 2,263.00 feet to the  
E $\frac{1}{4}$  Corner of said Section 23; thence**

**Southerly along the East line of said Section, South 00°58'58" West 2,647.07 feet to  
the POINT OF BEGINNING.**

**Also known as Tax Lot 7573 on the Blaine County Assessor's Rolls.**

EXHIBIT "B-1"

CENTERLINE DESCRIPTION OF EASEMENT

**Benchmark Associates, P.A.**  
 Engineering, Planning, Surveying, Mapping  
 100 Bell Drive  
 PO Box 733,  
 Ketchum, Idaho 83340  
 Tel: 208 726-9512 Fax: 208 726-

**DESCRIPTION OF THE PROPOSED ADDITION TO THE  
 TOE OF THE HILL TRAIL ACROSS TAX LOT  
 PREPARED FOR THE  
 CITY OF HAILEY.**

A strip of land located within a portion Tax Lot 7573 (see Special Warranty Deed Inst.#516217) which is in the SE1/4 of Section 23, Township 2 North, Range 18 East, Boise Meridian, Blaine County, Idaho.  
 Said strip being 20 feet wide and lying 10 feet of either side of the following described centerline.

Commencing at a Brass Cap by LS9561 which marks the Center One-Quarter of said Section 23;

THENCE S 89°36'39" E along the north boundary of said SE1/4 of Section 23, 389.04 feet to a found ½" rebar which marks the northeast corner of Parcel "L" of Woodside Final Plat No. 11, Said Plat being recorded under Instrument#152506 in the office of the recorder, Blaine County Idaho;

THENCE S 89°36'39" E along the East-West Centerline of said Section 23, 175.33 feet to the REAL POINT OF BEGINNING of said 20 foot wide strip of land;

THENCE S 42°01'18" E 119.25 feet;  
 THENCE S 06°02'09" W 11.66 feet;  
 THENCE S 48°15'35" W 13.69 feet;  
 THENCE S 76°10'40" W 39.29 feet;  
 THENCE S 37°09'14" W 24.01 feet;  
 THENCE S 13°12'48" E 31.14 feet;  
 THENCE S 28°55'05" E 89.83 feet;  
 THENCE S 29°34'00" E 78.45 feet;  
 THENCE N 04°57'02" E 59.90 feet;  
 THENCE S 27°16'23" E 49.76 feet;  
 THENCE S 13°54'05" E 30.91 feet;  
 THENCE S 25°41'51" E 60.26 feet;  
 THENCE S 58°48'32" E 37.40 feet;  
 THENCE S 88°13'34" E 37.12 feet;  
 THENCE S 70°39'19" E 34.69 feet;  
 THENCE S 23°18'26" E 31.27 feet;  
 THENCE S 09°24'21" E 131.57 feet;  
 THENCE S 20°09'48" E 35.20 feet;  
 THENCE S 34°05'23" E 51.88 feet;  
 THENCE S 47°45'05" E 40.88 feet;  
 THENCE S 69°09'57" E 56.52 feet;  
 THENCE S 06°09'03" W 35.00 feet;  
 THENCE S 04°27'32" W 36.52 feet;  
 THENCE S 02°11'38" E 34.92 feet;

**DRAFT**



THENCE S 14°22'33" E 69.57 feet;  
 THENCE S 18°24'06" E 106.13 feet;  
 THENCE S 16°14'41" E 66.92 feet;  
 THENCE S 22°21'28" E 113.36 feet;  
 THENCE S 24°32'40" E 69.33 feet;  
 THENCE S 23°05'00" E 41.02 feet;  
 THENCE S 36°28'21" E 77.57 feet;  
 THENCE S 39°48'42" E 68.22 feet;  
 THENCE S 47°35'28" E 152.87 feet;  
 THENCE S 54°28'36" E 56.17 feet;  
 THENCE S 60°49'14" E 95.24 feet;  
 THENCE S 63°24'30" E 96.83 feet;  
 THENCE S 64°19'45" E 58.63 feet;  
 THENCE S 51°44'22" E 62.59 feet;  
 THENCE S 73°48'25" E 74.09 feet;  
 THENCE S 62°37'36" E 81.55 feet;  
 THENCE S 58°38'32" E 154.98 feet;  
 THENCE S 78°36'14" E 69.24 feet;  
 THENCE S 64°50'06" E 71.39 feet;  
 THENCE S 72°18'40" E 50.15 feet;  
 THENCE S 74°45'40" E 75.55 feet;  
 THENCE S 68°17'21" E 67.68 feet;  
 THENCE S 61°01'33" E 62.33 feet;  
 THENCE S 71°03'02" E 74.41 feet;  
 THENCE S 49°08'09" E 45.33 feet;  
 THENCE S 51°43'32" E 57.29 feet;  
 THENCE S 46°58'15" E 65.36 feet;  
 THENCE S 66°46'00" E 18.94 feet;  
 THENCE N 77°31'20" E 94.32 more or less to the East Boundary of said SE1/4 of Section 23;  
 The sidelines of said strip of land are to be lengthened or shortened to begin on the East-West Centerline of said Section 23, intersect at angle points and to terminate on the Easterly Boundary of said Section 23. THE ABOVE DESCRIBED STRIP OF LAND IS SHOWN AS EASEMENT #1 ON THE ATTCHED EXHIBIT MAP.

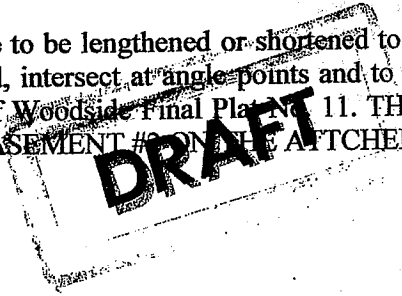
**AND ALSO**

A strip of land located within a portion Tax Lot 7573 which is in the SE1/4 of Section 23, Township 2 North, Range 18 East, Boise Meridian, Blaine County, Idaho. Said strip being 20 feet wide and lying 10 feet parallel to the following described centerline.

Commencing at a Brass Cap by LS9561 which marks the Center One-Quarter of said Section 23;  
 THENCE S 89°36'39" E along the East-West Centerline of said Section 23, 389.04 feet to a found ½" rebar which marks the northeast corner of Parcel "L" of Woodside Final Plat No. 11, Said Plat being recorded under Instrument#152506 in the office of the recorder, Blaine County Idaho;  
 THENCE S 33°12'59" E 1746.51 feet to the REAL POINT OF BEGINNING of said 20 foot wide strip of land;  
 THENCE N 57°38'43" W 135.61 feet;

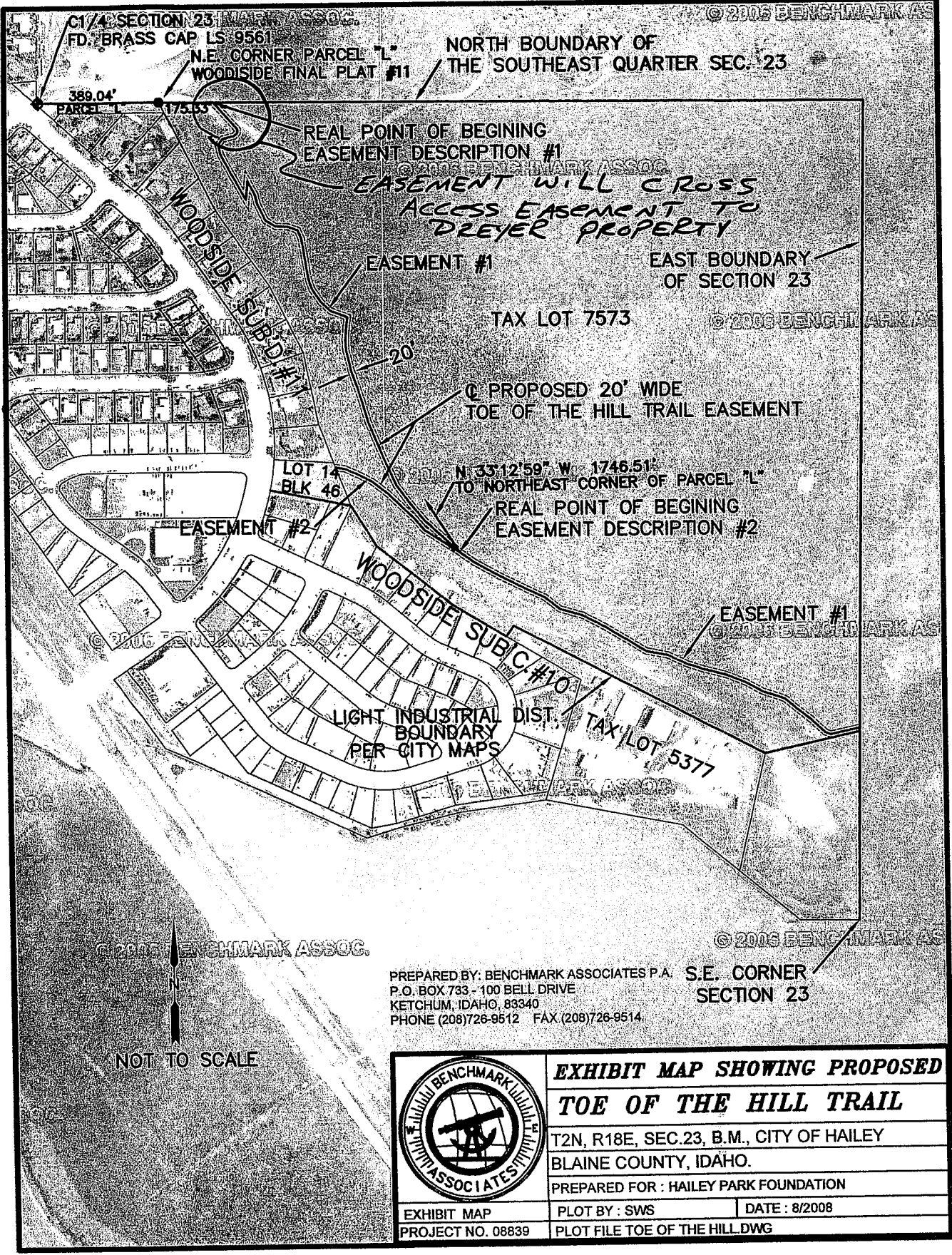
THENCE N 39°53'18" W 48.37 feet;  
 THENCE N 45°42'48" W 114.87 feet;  
 THENCE N 52°17'56" W 32.22 feet;  
 THENCE N 51°20'28" W 34.54 feet;  
 THENCE N 62°29'13" W 40.14 feet;  
 THENCE N 65°16'38" W 55.17 feet more or less to the easterly boundary of Lot 14 Block 46 of  
 said Woodside Final Plat No. 11;

The sidelines of said strip of land are to be lengthened or shortened to begin on the sidelines of  
 the previously described strip of land, intersect at angle points and to terminate on the Easterly  
 Boundary of said Lot 14 Block 46 of Woodside Final Plat No. 11. THE ABOVE DESCRIBED  
 STRIP OF LAND IS SHOWN AS EASEMENT # 1 ON THE ATTACHED EXHIBIT MAP.



**EXHIBIT "B-12"**

**DEPICTION OF EASEMENT**



NOT TO SCALE

PREPARED BY: BENCHMARK ASSOCIATES P.A.  
 P.O. BOX 733 - 100 BELL DRIVE  
 KETCHUM, IDAHO, 83340  
 PHONE (208)726-9512 FAX (208)726-9514.

S.E. CORNER  
 SECTION 23



<b>EXHIBIT MAP SHOWING PROPOSED TOE OF THE HILL TRAIL</b>		
T2N, R18E, SEC.23, B.M., CITY OF HAILEY		
BLAINE COUNTY, IDAHO.		
PREPARED FOR : HAILEY PARK FOUNDATION		
EXHIBIT MAP	PLOT BY : SWS	DATE : 8/2008
PROJECT NO. 08839	PLOT FILE TOE OF THE HILL.DWG	

**Benchmark Associates, P.A.**  
Engineering, Planning, Surveying, Mapping  
100 Bell Drive  
PO Box 733,  
Ketchum, Idaho 83340  
Tel: 208 726-9512 Fax: 208 726-9514  
Hailey Office Tel: 208 788-1479 Fax: 208 788-1044

**RECEIVED**  
OCT 20 2008

**Letter of Transmittal**

DATE: 10/20/2008  
TO: Ned Williamson  
FROM: Steve Schwarz  
RE: Toe of the Hill Easement

The following items are included in this transmittal:

Date	Copies	Description
10/20/08	1	Copy of Final Toe of Hill Easement

These are transmitted:

For your information  For action specified below  For review and comment  For your use  As requested

Transmitted Via:

Hand Delivery  Courier  Regular Mail  Facsimile

Remarks:

Hello Ned;

As requested, attached is the final copy of a description I have written for the proposed addition to the Toe of the Hill trail located down by South Woodside.

Should you have any questions, please give me a call at 788-1479

Thank you very much

Steve Schwarz PLS

**Benchmark Associates, P.A.**  
 Engineering, Planning, Surveying, Mapping  
 100 Bell Drive  
 PO Box 733,  
 Ketchum, Idaho 83340  
 Tel: 208 726-9512 Fax: 208 726-

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THENCE S 42°01'18" E 119.25 feet;

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THENCE S 70°39'19" E 34.69 feet;

THENCE S 23°18'26" E 31.27 feet;

THENCE S 09°24'21" E 131.57 feet;

THENCE S 20°09'48" E 35.20 feet;

THENCE S 34°05'23" E 51.88 feet;

THENCE S 47°45'05" E 40.88 feet;

THENCE S 69°09'57" E 56.52 feet;

THENCE S 06°09'03" W 35.00 feet;

THENCE S 04°27'32" W 36.52 feet;

THENCE S 02°11'38" E 34.92 feet;

THENCE S 14°22'33" E 69.57 feet;  
 THENCE S 18°24'06" E 106.13 feet;  
 THENCE S 16°14'41" E 66.92 feet;  
 THENCE S 22°21'28" E 113.36 feet;  
 THENCE S 24°32'40" E 69.33 feet;  
 THENCE S 23°05'00" E 41.02 feet;  
 THENCE S 36°28'21" E 77.57 feet;  
 THENCE S 39°48'42" E 68.22 feet;  
 THENCE S 47°35'28" E 152.87 feet;  
 THENCE S 54°28'36" E 56.17 feet;  
 THENCE S 60°49'14" E 95.24 feet;  
 THENCE S 63°24'30" E 96.83 feet;  
 THENCE S 64°19'45" E 58.63 feet;  
 THENCE S 51°44'22" E 62.59 feet;  
 THENCE S 73°48'25" E 74.09 feet;  
 THENCE S 62°37'36" E 81.55 feet;  
 THENCE S 58°38'32" E 154.98 feet;  
 THENCE S 78°36'14" E 69.24 feet;  
 THENCE S 64°50'06" E 71.39 feet;  
 THENCE S 72°18'40" E 50.15 feet;  
 THENCE S 74°45'40" E 75.55 feet;  
 THENCE S 68°17'21" E 67.68 feet;  
 THENCE S 61°01'33" E 62.33 feet;  
 THENCE S 71°03'02" E 74.41 feet;  
 THENCE S 49°08'09" E 45.33 feet;  
 THENCE S 51°43'32" E 57.29 feet;  
 THENCE S 46°58'15" E 65.36 feet;  
 THENCE S 66°46'00" E 18.94 feet;  
 THENCE N 77°31'20" E 94.32 more or less to the East Boundary of said SE1/4 of Section 23;  
 The sidelines of said strip of land are to be lengthened or shortened to begin on the East-West  
 Centerline of said Section 23, intersect at angle points and to terminate on the Easterly Boundary  
 of said Section 23. THE ABOVE DESCRIBED STRIP OF LAND IS SHOWN AS EASEMENT  
 #1 ON THE ATTCHED EXHIBIT MAP.

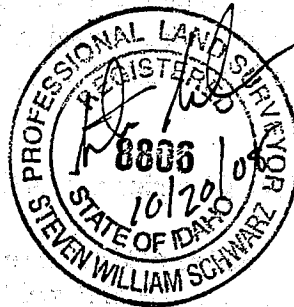
**AND ALSO**

A strip of land located within a portion Tax Lot 7573 which is in the SE1/4 of Section  
 23, Township 2 North, Range 18 East, Boise Meridian, Blaine County, Idaho.  
 Said strip being 20 feet wide and lying 10 feet of either side of the following described  
 centerline.

Commencing at a Brass Cap by LS9561 which marks the Center One-Quarter of said  
 Section 23;  
 THENCE S 89°36'39" E along the East-West Centerline of said Section 23, 389.04 feet to a  
 found ½" rebar which marks the northeast corner of Parcel "L" of Woodside Final Plat No. 11,  
 Said Plat being recorded under Instrument#152506 in the office of the recorder, Blaine County  
 Idaho;  
 THENCE S 33°12'59" E 1746.51  
 feet to the REAL POINT OF BEGINNING of said 20 foot wide strip of land;  
 THENCE N 57°38'43" W 135.61 feet;

THENCE N 39°53'18" W 48.37 feet;  
THENCE N 45°42'48" W 114.87 feet;  
THENCE N 52°17'56" W 32.22 feet;  
THENCE N 51°20'28" W 34.54 feet;  
THENCE N 62°29'13" W 40.14 feet;  
THENCE N 65°16'38" W 55.17 feet more or less to the easterly boundary of Lot 14 Block 46 of  
said Woodside Final Plat No. 11;

The sidelines of said strip of land are to be lengthened or shortened to begin on the sidelines of  
the previously described strip of land, intersect at angle points and to terminate on the Easterly  
Boundary of said Lot 14 Block 46 of Woodside Final Plat No. 11. THE ABOVE DESCRIBED  
STRIP OF LAND IS SHOWN AS EASEMENT #2 ON THE ATTCHED EXHIBIT MAP.





C1/4 SECTION 23

FD. BRASS CAP LS 9561

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N.E. CORNER PARCEL "L"  
WOODSIDE FINAL PLAT #11

NORTH BOUNDARY OF  
THE SOUTHEAST QUARTER SEC. 23

389.04'  
PARCEL "L" 175.33'

REAL POINT OF BEGINNING  
EASEMENT DESCRIPTION #1

© 2006 BENCHMARK ASSOC.

EASEMENT #1

EAST BOUNDARY  
OF SECTION 23

TAX LOT 7573

© 2006 BENCHMARK ASSOC.

20'

PROPOSED 20' WIDE  
TOE OF THE HILL TRAIL EASEMENT

LOT 14  
BLK 46

N 33°12'59" W 1746.51'  
TO NORTHEAST CORNER OF PARCEL "L"

REAL POINT OF BEGINNING  
EASEMENT DESCRIPTION #2

EASEMENT #2

WOODSIDE SUBC. #10

EASEMENT #1

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LIGHT INDUSTRIAL DIST.  
BOUNDARY  
PER CITY MAPS

TAX LOT 5377

© 2006 BENCHMARK ASSOC.

© 2006 BENCHMARK ASSOC.

© 2006 BENCHMARK ASSOC.

PREPARED BY: BENCHMARK ASSOCIATES P.A.  
P.O. BOX 733 - 100 BELL DRIVE  
KETCHUM, IDAHO 83340  
PHONE (208)726-9512 FAX (208)726-9514

S.E. CORNER  
SECTION 23

NOT TO SCALE



### EXHIBIT MAP SHOWING PROPOSED TOE OF THE HILL TRAIL

T2N, R18E, SEC.23, B.M., CITY OF HAILEY  
BLAINE COUNTY, IDAHO.

PREPARED FOR : HAILEY PARK FOUNDATION

EXHIBIT MAP  
PROJECT NO 08839

PLOT BY : SWS

DATE : 8/2008

PLOT FILE TOE OF THE HILL.DWG



AGENDA ITEM SUMMARY

DATE: 10/27/08

DEPARTMENT: Planning

DEPT. HEAD SIGNATURE: 

SUBJECT: Findings of Fact, Conclusions of Law, and Decision – Life Church Annexation.

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 may be amended.

ACTION OF THE CITY COUNCIL:

Date \_\_\_\_\_

City Clerk \_\_\_\_\_

FOLLOW-UP:

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

Copies (all info.): \_\_\_\_\_

Instrument # \_\_\_\_\_

\*Additional/Exceptional Originals to: \_\_\_\_\_

Copies (AIS only) \_\_\_\_\_

Draft 12-30-03

## **FINDINGS OF FACT, CONCLUSIONS OF LAW AND DECISION**

On March 10, 2008, April 14, 2008, August 25, 2008, and October 6, 2008, the Hailey City Council considered an application by Life Church for annexation of Tax Lots 7734, 6879 and 6880 (northwest corner of McKercher Boulevard and Highway 75) called Life Springs annexation application. 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, to public agencies, and to area media on September 17, 2008. Notice was posted on all boundaries of the subject property on September 29, 2008. The mailing list of property owners within 300 feet was updated on August 25, 2008 using the Blaine County GIS Internet Map Services.

#### **Application**

Life Church, represented by John Gaeddert of the Corporation for Land Planning and Engineering, has submitted an application for annexation of 10.68 acres comprising of Tax Lots 7734, 6879 and 6880.

A portion of the site is intended be used by the applicant for the construction of a church, approximately 6,000 square feet in size. The church may wish to expand an additional 6,000 square feet in the future.

The property is currently located in the County, within the Area of City Impact and is zoned R-1 (one residential lot per acre). The annexation application originally requested that the property be zoned as Transitional (TN) and Recreational Green Belt (RGB) upon annexation.

#### **Procedural History**

At the October 6, 2008 workshop the Council discussed what the potential benefits the city could be realized through this annexation and denied the application for annexation.

August 25, 2008 – City Council’s third public hearing

- The Council reviewed the applicant’s revisions to the schematic plans as described in the next section of this staff report.
- Councilmember Burke stated that she did not support TN zoning of Block 3, that Block 1 could be residential and open space, that Hailey should have control of the entrance to Hailey and that she cannot discuss appropriate mitigation without knowing what is proposed.
- Councilmember Haemmerle stated that Block 3 should have zoning similar to the County’s R-1 zoning, that Block 2 is the appropriate location of the church but wants assurance of maximum square footage of the building(s) and that Block 2 cannot be subdivided in the future and that he did not feel higher residential density for Block 1 is appropriate.

- Councilmember Brown stated that Block 1 should have a park like appearance, that the city should look like the city, that the size of the church should be limited, that the use of the forest service buildings should be directly tied to the church use, that residential zoning is appropriate for Block 3, that Block 4 can be used for snow storage and that an easement should be obtained to allow for the possibility of future connection to the BLM property.
- Mayor Davis stated that Block 1 should allow for business use, that Block 2 is appropriate for the church site, that Block 3 should have zoning similar to the County's R1 zoning, that Block 4 should be zoned RGB and that an easement should be obtained to allow for the possibility of future connection to the BLM property.

The consensus of the Council was that they are willing to continue to work with the applicant on an agreement and decided to schedule a workshop to continue discussions with the applicant.

April 14, 2008 – City Council's second public hearing

- The Council reviewed a schematic master plan submitted by the applicant which depicted the applicant's proposal to designate the property as Transitional (TN) zoning.
- Councilmember Burke stated that she would consider GR zoning only, that a horse property on the portion of the site at the corner of McKercher and Hwy 75, that the site is not the right location for an ice rink, that the site could be a good residential area given proximity to grocery, middle school, etc, with open space, and that the city should contain density.
- Councilmember Haemmerle stated that he preferred residential use over commercial or office use, that it is a mistake to push business uses farther north, that he would be willing to look at TN in annexation agreement, and that he does not agree with density outside of the city center.
- Councilmember Brown stated that she would not consider commercial or business use on the property, that she wants to protect downtown, that she is fine with residential uses (city should have density), that she wants snow storage included, an easement to the river, and a donation of the portion of the site at the corner of McKercher and Hwy 75 to the city and leaving a portion as open space, that she questioned the impact on water supply, but that she is willing to consider annexation.

March 10, 2008 – City Council's first public hearing

- There was an error in the notice for the public hearing scheduled for March 10, 2008. The Council moved to correct the noticing error.
- The application was noticed for the next possible Council meeting: April 14, 2008.

January 24, 2008

- The applicant submitted a schematic master plan for the 10.68 acres owned by the church to attempt to address the Commission's reasons for recommending denial of the application.
- This action initiated the process of scheduling the application for the Council's review.
- According to the Hailey Annexation Ordinance upon receipt of the Commission's findings of fact and conclusions of law a public hearing can be scheduled for the Council to review an application for annexation. The Commission's findings of fact and conclusions of law were emailed to the Council on Friday February 22, 2007 and were included in the Council's packet for the scheduled March 10, 2008 public hearing.

March 19, 2007 – Commission’s fourth public hearing

- Additional plans were presented by the applicant showing scenarios with variations on parcel size and zoning (Transitional (TN) zoning and General Residential (GR) zoning and limited uses within the annexation agreement).
- The applicant’s scenarios did not include proposed uses, approximate number and size of lots, length and location of proposed water and sewer mains, length and location of proposed streets, alleys and sidewalks, easements or size and location of parks and open spaces.
- The Commission determined that the scenarios represented by the applicant failed to demonstrate to their satisfaction what plans the church had for the portions of the property that would not be developed as a church.
- The main concern of the Commission was the potential for office development outside of the established Business District.
- The Commission recommended denial of the application.

February 20, 2007 – Commission’s third public hearing

- Additional public comment was taken. The hearing was continued on the record to March 19, 2007.

February 5, 2007 – Commission’s second public hearing

- The applicant submitted a revised site plan showing lot lines removed, parking for the church being shifted to the west to mitigate impact on the church site of future extension of River Street, and Recreational Green Belt (RGB) and Transitional (TN) zoning. A draft Annexation Agreement was also submitted. The hearing was continued on the record to February 20, 2007.

November 6, 2006 – Commission’s first public hearing

- The Commission requested additional information from the applicant regarding the site and possibly some conceptual design of the building.

April 27, 2004 – Applicant files an annexation application.

October 27, 2003

- Prior to submitting an annexation application, representatives of the applicant requested that the City extend services to the property to enable construction of a church. According to the minutes of that meeting the church had been denied a septic permit from South Central Health District to develop in the County because the property is within 200 feet of a sewer system.
- The City denied the sewer extension request and suggested the applicant explore other options with the County (e.g., appeal the decision by the Health District on septic permit and then apply for a conditional use permit through the County) or to apply for annexation to the city.

**Applicant's Master Plan**

Initially the applicant offered 1.7 acres for the location of an ice rink to be operated by Hailey Ice. The Hailey Ice board members sent a letter to the applicant dated April 23, 2008 stating due to the Council's discussion on April 14 and neighbor issues, the board was pursuing other options for located the ice rink.

On July 2, 2008, the applicant submitted revisions to the schematic plan which shows the approximate number and size of lots and potential building footprints, length and location of proposed streets and sidewalks, easements and size and location of parks and open spaces. The revised plan had the following components:

- Block 1 – approximately 1.6 acres located at the corner of McKercher and Highway 75, General Residential (GR) zoning
- Block 2 – approximately 4.15 acres located east of Block 1 and south of the River Grove Ranch Subdivision, the proposed location of the church, General Residential (GR) zoning
- Block 3 - approximately 3.5 acres located east of River Street, Transitional (TN) zoning
- Block 4 – approximately 1.5 acres located east of River Street and south of Block 3 and designated as being deeded to the City of Hailey, no zoning designation proposed by the applicant
- A 22 foot landscape easement adjacent to Mountain View Subdivision, from Saddle Trail to Angela Drive.
- Relocation of three (3) of the historic forest service buildings to Block 2, pending acquiring the buildings from the current owner.
- A ten foot (10') pedestrian access easement between a portion of Block 2 and Block 3.

The applicant still proposed a portion of the site be zoned Transitional (Block 3). The land use associated with Transitional Zoning was the main issue the Commission had regarding the application's compliance with the Comprehensive plan, specifically Section 12.1, which reads as follows:

To manage and accommodate growth due to infill development and to control and/or limit expansive development within the City of Hailey, through flexible, responsive, and consistent controls, in order to provide for a community that is well-defined in terms of distinct boundaries, compact in terms of human scale elements and distances between structures and uses, and surrounded by and integrated with green space. To provide for alternative modes of transportation, sustainable economic development, a balanced mix of housing, serviceable annexations and adequate infrastructure.

The general list of uses that have been discussed by the Council as appropriate for the site include:

- Church
- Residential – single family and/or multifamily
- Park Space
- Open Space

The land use issues that have to be addressed in considering this application include:

- Appropriate buffers between Hailey and adjacent residential and equestrian uses to the west and north of the site.
- Appropriateness of allowing Professional Office uses outside of the areas currently zoned Business District and Limited Business Districts at the north end of Hailey.
- Intent of the Transitional District.

#### **Department Head Comments**

Department Comments were received by the Council on March 10, 2008 and April 14, 2008.

#### **Water and Sewer:**

Previous staff comments indicated there are adequate water and sewer services available to accommodate the proposed development of this property, whether developed with office or residential uses in addition to the church use.

#### **Procedure and Standards for Council Review**

Pursuant to Section 14.01.090, Council Review, of Hailey Ordinance No. 889, the Council's review shall include the following:

**Conduct and Notice of Council Hearing.** Upon receipt of the Commission's findings of fact and conclusions of law, the Council shall schedule a public hearing to review the application for annexation. Notice of the public hearing shall be conducted in the same manner as the notice for a Commission hearing pursuant to Section 14.01.070 of this Chapter. The Council shall have the right to request further information deemed necessary by the Council at any time during the proceedings.

**Fiscal Impact.** To assist the Council in the determination whether an annexation will have any negative fiscal impact, the Council may, in its sole and absolute discretion, require the applicant for annexation, at the applicant's sole expense, to submit a fiscal analysis or an updated fiscal analysis by a qualified and independent person or firm acceptable by the Council and in a format acceptable by the Council, to determine the proposed annexation's impact and to recommend the base amount of annexation fees. The Council retains the right to require further monetary or non-monetary contributions for any annexation. The applicant has the right to seek the City's approval of such a fiscal impact study at any point in the annexation process.



The Council discussed a fiscal impact study, but for reasons stated herein, elected to deny the application without the benefit of a study. The Council did not want the applicant to have to pay for a study when the city was going to deny the application for non-fiscal reasons.

**Findings. During the public hearing process of the application for annexation, the Council shall make its own findings of fact and conclusions of law to determine:**

**1. Whether the proposed application will be harmonious and in accordance with specific goals and policies of applicable components of the Hailey Comprehensive Plan, and** The proposed Transitional Zoning of Block 3 was discussed by the Council.

The Commission had issues with the proposed TN zoning; the Commission was concerned with continuing to allow business related uses outside of the Business District and wanted to limit the uses allowed in the TN zoning district for this property.

The Council discussed General Residential (GR) zoning as a more appropriate zoning designation in order to accommodate a church use while also providing a buffer between the county use to the north, the residential use west and the business use to the south and east.

In addition the portion of the property designated as Block 3 was discussed by the Council as being appropriate for residential use due to the proximity to the Wood River Middle School, Albertsons and other Business District uses.

Several sections of the Comprehensive Plan have goals and policies applicable to annexation, including Section 5, Land Use, Section 6, Economic Development, Section 8 Housing, Section 9, Public Facilities, Utilities, and Services and Section 12, Growth Management. Specific goals and policies from Section 12, Growth Management that address annexations include the following:

**12.1 Goal: To manage and accommodate growth due to infill development and to control and/or limit expansive development within the City of Hailey, through flexible, responsive, and consistent controls, in order to provide for a community that is well-defined in terms of distinct boundaries, compact in terms of human scale elements and distances between structures and uses, and surrounded by and integrated with green space. To provide for alternative modes of transportation, sustainable economic development, a balanced mix of housing, serviceable annexations and adequate infrastructure.**

A primary concern of the Commission was related to "control and/or limit expansive development". The Commission felt that the application was not well defined.

Residential, church, open space, parks and recreational uses were discussed by the Council as the most appropriate mix of uses which are compatible with the uses on adjacent properties and which would control the creep of office and other commercial uses north of the established Business zoning district.

The current Hailey zoning map shows TN zoning only within the Townsite Overlay (TO) between the Business (B) and General Residential (GR) zones. The subject area is not in keeping with this pattern of zoning. Properties currently located within the City of Hailey at the north and south ends of Main Street and adjacent to the Business zone are zoned Limited Business (LB), General Residential (GR) or Limited Residential (LR-1); this pattern of zoning is more applicable to the subject area. The following policies from the Land Use and Economic Development sections of the Comprehensive Plan also address this issue:

**5.4.2. Enhance the Central Business District as defined in this plan, maintaining it as Hailey's primary retail center. Consider ordinance amendments that will support a dynamic and vital downtown core. Expand the Business and like districts in accordance with the established Land Use Map.**

**d. Encourage the infill of existing Central Business District property, for example along River Street, with business and accessory residential uses prior to expanding the Business district. Discourage any further lengthening of the Central Business District.**

**5.4.5. Promote land use policies that protect and enhance new and existing neighborhoods in residential zoning districts. Encourage a diversity and mix of residential housing throughout the city in order to create a fully integrated community.**

**i. Consider additional (annexed) residential land uses to be most appropriate to the east and north of the existing city limits, to the west with consideration of floodplain and wetland areas, and least appropriate to the south (while the airport is in its current location).**

**6.1.1. The City of Hailey should have a Central Business District, as defined in this Plan, which should be the primary commercial center of the community. All regional commercial activity, with the exception of industry, should be concentrated in the Central Business District. The Central Business District of the City of Hailey should be the Business and Limited Business districts on or adjacent to Main Street, River Street, and First Avenue in the Hailey Original Townsite and should not extend east or west of those streets. Additionally, the Central Business District, until properly in filled, should not extend further south than the intersection of Third Avenue and Main Street or further north than McKercher Boulevard.**

Because commercial creep north is a concern, a residential zoning district that identifies churches as a permitted use was determined to be the more appropriate zoning choice for the subject area.

**12.1.1 Policy: Ensure that growth does not outpace infrastructure, services or capacity of resources. The following implementation items are considered high priority for the City.**

**Implementation:**

- e. **When considering annexations, evaluate the merits on which the property would benefit the City if annexed. For example, property with existing ground or surface water rights or other similar resources would be a greater benefit to the City than property without.**

The subject property does not have any water rights. A benefit to the City may be the ability to extend sewer services to the subject property, thereby eliminating the possibility of groundwater contamination or contamination of the Big Wood River from a septic system.

Other benefits proposed by the applicant include:

- Approximately one and a half (1.5) acres for use by the City.
- A 22 foot landscape easement adjacent to Mountain View Subdivision.
- Relocation of three (3) of the historic forest service buildings to the site, pending acquiring the buildings from the current owner.

Over the course of the Commission's deliberation on the application, conservation easements were discussed. The landscape easement proposed by the applicant extends along the western boundary of the property from Empty Saddle Road to the northern boundary of the Mountain View Subdivision. A 10 foot pedestrian access easement is shown between a portion of Block 2 and Block 3. This easement stops at the boundary with Tax Lot 4563 and would not provide a connection to access to adjacent BLM land. Therefore, for the easement to be beneficial, it would need to extend north, along the property line with Tax Lot 4563, to the northwest point of the property.

The Council determined the proposed benefits were not adequate. The Council sought land from the applicant as additional benefit, but was not convinced that the proposed land offer would be benefit enough. The applicant was unwilling to give any additional land beyond what had been already offered.

- f. **Ensure that existing infrastructure and proposed infrastructure provided by an applicant can accommodate any proposal for annexation.**

There are no major concerns from City Departments regarding infrastructure capacity and the ability to accommodate the proposed development if all extensions of service and other mitigation measures are paid for by the applicant.

- g. **Continue to evaluate the adequacy of the City water supply to meet current and future demands. Where available, require sufficient water rights be provided by applicants for the uses proposed within lands considered for annexation.**

The subject property does not have any water rights.

**12.1.3. Policy: Support infill development, generally the preferred method of growth, while recognizing that expansion of city boundaries will also be required to accommodate various uses compatible with this Plan.**

**Implementation:**

- a. **Carefully analyze for general compliance with this Comprehensive Plan all applications for the expansion of city boundaries. Annexations and extension of full city infrastructure should occur only as infrastructure and city services can be feasibly provided.**

The Commission could not find that the application was in compliance with this policy of the Plan without more detail regarding the uses proposed for the subject property. The Commission had issues with the proposed TN zoning; the Commission was concerned with continuing to allow business related uses outside of the Business District and wanted to limit the uses allowed in the TN zoning district for this property. Whether the use should be further restricted on this portion of the site in order to support infill development within the existing Business district, was the main concern of the Commission. The Council concurred with the Commission.

General Residential (GR) zoning was discussed by the Council as possibly being a more appropriate zoning designation in order to accommodate a church use while also providing a buffer between residential uses to the north and west.

The applicant submitted a master plan of the site in an effort to provide more detail regarding the uses proposed for the subject property. 4.15 acres of the property is now proposed to be zoned GR and 1.5 acres to the city; however the applicant still proposes 3.5 acres as Transitional. The proposed Transitional zoning was unacceptable to the Council.

**12.1.5. Policy: Ensure that development, both within current city limits and in future annexation areas, pays all cost associated with additional services required. Future growth should pay for itself.**

**Implementation:**

- a. **Based on information gained through the examination of levels and costs of services, maintain an appropriate method of calculating basic annexation fees, which may be augmented by site specific exactions or dedications.**
- b. **Consider site specific needs related to each annexation application and ensure the collection of fees, development of infrastructure, or other exactions appropriate to those needs.**

The Council determined that there would not be enough potential benefit derived from this annexation to warrant proceeding with a fiscal impact study.

**12.1.6. Policy: Ensure that community and neighborhood character is provided for future development through the use of innovative design, diversity of housing, and individuality of homes.**

**Implementation:**

- a. **Consider development standards that will promote and ensure compatibility between different types of residences in new subdivisions and annexations.**

The Commission had issues with the proposed TN zoning; the Commission was concerned with continuing to allow business related uses outside of the Business District and wanted to limit the uses permitted on this property. The Council concurred with the Commission.

General Residential (GR) zoning was discussed by the Council as possibly being a more appropriate zoning designation in order to accommodate a church use while also providing a buffer between residential uses to the north and west.

The applicant submitted a master plan of the site in an effort to provide more detail regarding the uses proposed for the subject property. The majority of the property was proposed to be zoned GR or RGB, however the applicant still proposed 3.5 acres as Transitional.

**2. Whether the proposed annexation generally complies with the Hailey Comprehensive Plan, and**

The Council determined there is adequate evidence on specific goals and policies of the Comprehensive Plan to make findings that the proposal does not generally comply with the Comprehensive Plan.

**3. To the extent possible, whether the proposed annexation will have a negative fiscal impact upon the existing citizens of Hailey at the time of an annexation and in the future.**

The Council determined that there would not be enough potential benefit derived from this annexation to warrant proceeding with a fiscal impact study.

**Zoning Classification. If the Council finds general compliance with the Hailey Comprehensive Plan, the Council shall then consider the application for a zoning classification and consider any and all factors it deems, in its sole and absolute discretion, important to determine whether an application for annexation shall be granted or denied.**

The applicant's revised plan proposed zoning designations of General Residential (GR) and Transitional (TN). The Commission recommended denial of the application mainly due to concern over Professional Offices and Mixed Use Buildings being permitted uses in the TN zone and whether those permitted uses, if located on this site would conflict with the Comprehensive Plan policy of supporting infill development in the existing Business district. The Council concurred with the Commission and further determined there was insufficient benefit to move forward with annexation of this property.

**If the Commission made negative findings related to the Comprehensive Plan under Section 14.01.080 and therefore did not make a recommendation on zoning classification for the property sought to be annexed, but the Council subsequently made favorable findings related to the Comprehensive Plan and wishes to proceed with the annexation, the Council shall remand the proceedings to the Commission for its recommendation on zoning classification.**

The Commission recommended denial of the application. The Council did not make favorable findings related to the Comprehensive Plan and will not proceed with approval of the annexation.

**Decision. The Council has the sole and absolute discretionary right to approve, approve with conditions or deny an application for annexation. In addition, the Council is authorized to require, as a condition of approval, that the applicant and the City enter into**

an annexation agreement providing for the terms and conditions of an approved annexation. In the event a subsequent development proposal materially differs from the development shown in approved annexation, the annexation agreement shall provide that the proposed development may be denied, that the applicant shall be responsible for any increased annexation fees and/or that the property may be deannexed. There shall be no right of an appeal by an applicant or by an affected party from an adverse recommendation by the Commission or from an adverse decision of the Council on an annexation application. If the Council elects to approve the application for annexation with or without conditions, the Council shall also establish the appropriate zoning district(s) for the annexed property in accordance with the procedures set forth in Article XIV of the Hailey Zoning Ordinance.

**CONCLUSIONS OF LAW AND DECISION**

Based on the entire record and the above Findings of Fact, the Council makes the following Conclusions of Law and Decision:

- 1) Adequate notice, pursuant to Ordinance No. 889, Section 14.01.070, was given,
- 2) The proposed application is not harmonious and is not in accordance with specific goals and policies of applicable components of the Hailey Comprehensive Plan,
- 3) The proposed annexation does not generally comply with the Hailey Comprehensive Plan,
- 4) The Council determined that there would not be enough potential benefit derived from this annexation to warrant proceeding with a fiscal impact study,
- 5) The application for Annexation is hereby denied.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2008:

\_\_\_\_\_  
Rick 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

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

CITY OF HAILEY

By \_\_\_\_\_  
Becky Mead, Deputy Clerk





AGENDA ITEM SUMMARY

DATE: 10/27/08 DEPARTMENT: Engr DEPT. HEAD SIGNATURE: 

**SUBJECT:** Motion to award the contract for the Safe Routes to School Elm St sidewalk project to S. Erwin Excavation and authorize the mayor to sign the Contract and the Notice to Proceed

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

**BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:**

Bids were requested from three local public works contractors for the Elm St sidewalk project. Three bids were received on October 8, 2008. All three bids were valid and the low bid was submitted by S. Erwin Excavation. The construction work would not begin until Spring, 2009. The Safe Routes to School grant has been extended to June 30, 2009 by ITD.

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

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

**RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:**

**ADMINISTRATIVE COMMENTS/APPROVAL:**

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

**ACTION OF THE CITY COUNCIL:**

Date \_\_\_\_\_

City Clerk \_\_\_\_\_

**FOLLOW-UP:**

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

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

Draft 12-30-03

**ISPMC**  
**STANDARD FORM OF AGREEMENT**  
**BETWEEN OWNER AND CONTRACTOR**  
**ON THE BASIS OF A STIPULATED PRICE**

**THIS AGREEMENT** is by and between the City of Hailey (hereinafter called OWNER) and

S. Erwin Excavation, Inc.  
(hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

**ARTICLE 1 - WORK**

1.01 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

**The installation of concrete sidewalk, curb and gutter and drainage infrastructure along Elm Street E. from 3<sup>rd</sup> Avenue to the Wood River Bike Path.**

**ARTICLE 2 - THE PROJECT**

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

**City of Hailey  
Elm Street Safe Routes to School Project  
Hailey, Idaho**

**ARTICLE 3 - ENGINEER**

3.01 The Project Engineer is the Hailey City Engineer who is hereinafter called ENGINEER and who is to act as OWNER's representative, assume all duties and responsibilities, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

**ARTICLE 4 - CONTRACT TIMES**

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Dates for Substantial Completion and Final Payment*

A. The Work will be substantially completed on or before June 30, 2009, and completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions on or before August 31, 2009.

4.03 *Liquidated Damages*

A. CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER \$250.00 for each day that expires after the time specified in paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER \$250.00 for each day that expires after the time specified in paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

**ARTICLE 5 - CONTRACT PRICE**

5.01 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to paragraph 5.01.A below:

A. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated in this paragraph 5.01.A:

<u>No.</u>	<u>Item</u>	<u>Unit</u>	<u>Quantity</u>	<u>Estimated Unit Price</u>	<u>Total Estimated Cost</u>
1.	Stripping & Grubbing – General	SY	1064	\$4.88	\$ 5,192.32
2.	Excavation & Embankment	CY	255	\$12.00	\$ 3,060.00
3.	Drywell	EA	3	\$3,700.00	\$ 11,100.00
4.	10' Concrete Sidewalk	LF	684	\$38.50	\$ 26,334.00
5.	¾" Base Course	SY	850	\$3.60	\$ 3,060.00
6.	2" Minus Base Course	SY	850	\$4.90	\$ 4,165.00
7.	Landscape Repair	SY	510	\$8.00	\$ 4,080.00
8.	Traffic Control	LS	1	\$2,000.00	\$ 2,000.00
9.	Install ADA Detectable Warning	EA	7	\$880.00	\$ 6,160.00

TOTAL OF ALL ESTIMATED PRICES \$65,151.32 (dollars)

Sixty-five Thousand One Hundred fifty one & 32/100 Dollars  
(use words)

**ARTICLE 6 - PAYMENT PROCEDURES**

6.01 *Submittal and Processing of Payments*

A. CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

## 6.02 *Progress Payments; Retainage*

A. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment on or about the 1st day of each month during performance of the Work as provided in paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established in paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER may determine or OWNER may withhold, in accordance with paragraph 14.02 of the General Conditions:

- a. 95% of Work completed (with the balance being retainage); and
- b. 95% of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

2. Upon Substantial Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 95% of the Work completed, less such amounts as ENGINEER shall determine in accordance with Article 14 of the General Conditions and less 100% of ENGINEER's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion. If, at Substantial Completion, the character and progress of the work has been satisfactory, the OWNER may, at the OWNER's sole discretion, reduce the amount of retainage being held.

## 6.03 *Prompt Payment*

A. The Contractor shall pay each subcontractor for satisfactory performance of its contract no later than 20 calendar days from receipt of each payment the Contractor receives from the Department. The Contractor shall return retainage to each Subcontractor within 20 calendar days after the Subcontractor's work is satisfactorily completed.

The Contractor shall certify with each estimate payment that payment to Subcontractors has been made within the prescribed time frames. The certification will be made on forms provided by the Department, and returned within 20 calendar days of receiving the estimate payment.

These requirements shall also apply to first or lower tier subcontractors.

## 6.04 *Final Payment*

A. Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.07.

## ARTICLE 7 - CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Contract Documents.

B. CONTRACTOR has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. CONTRACTOR has carefully studied all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site. Contractor acknowledges that Owner does not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site.

E. CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

F. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.

G. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

H. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

J. The CONTRACTOR is an appropriately licensed public works contractor per Section 54-1902 (Idaho Code) except that the Contractor must be licensed before award.

K. The CONTRACTOR will submit within 30 days of the date of this agreement a Public Works Contract Report (Form WH-5) to the Idaho State Tax Commission in compliance with Section 54-1904A and 63-3624(f), Idaho Code.

L. The CONTRACTOR is aware that this project must comply with Davis-Bacon prevailing wage rates, competitive bidding and other contracting requirements for federal aid projects.

## ARTICLE 8 - CONTRACT DOCUMENTS

### 9.01 *Contents*

A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to 6, inclusive);
2. Performance Bond;
3. Payment Bond;
4. General Conditions – Division 100 of the Idaho Standards for Public Works Construction (not attached)
5. Supplementary Conditions (pages 1 to 5, inclusive);
6. Standard Specifications and Standard Drawings – City of Hailey (not attached);
7. Exhibits to this Agreement (enumerated as follows):

- a. Notice to Proceed;
- b. CONTRACTOR's Bid;
- c. Civil Rights Provisions
- d. Buy America Provisions
- e. Required Contract Provisions, Federal-Aid Construction Contracts
- f. Davis-Bacon FHWA 1273 Wage Determination

8. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

- a. Written Amendments;
- b. Work Change Directives;
- c. Change Order(s).

B. The documents listed in paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in paragraph 3.05 of the General Conditions.

## ARTICLE 9 - MISCELLANEOUS

### 10.01 Terms

A. Terms used in this Agreement will have the meanings indicated in the General Conditions.

### 10.02 Assignment of Contract

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

### 10.03 Successors and Assigns

A. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

### 10.04 Severability

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who

agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Other Provisions*

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in duplicate. One counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or on their behalf.

NOTE TO USER

- 1. See I-21 and correlate procedures for format and signing between the two documents.

This Agreement will be effective on \_\_\_\_\_, \_\_\_\_\_ (which is the Effective Date of the Agreement).

OWNER:

The City of Hailey \_\_\_\_\_

By: \_\_\_\_\_

[CORPORATE SEAL]

Attest \_\_\_\_\_

Address for giving notices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CONTRACTOR:

S. Erwin Excavation Inc. \_\_\_\_\_

By: \_\_\_\_\_

[CORPORATE SEAL]

Attest \_\_\_\_\_

Address for giving notices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

License No. \_\_\_\_\_  
(Where applicable)

Agent for service of process: \_\_\_\_\_

(If CONTRACTOR is a corporation or a partnership, attach evidence of authority to sign.)

Designated Representative:

Name: Thomas Hellen \_\_\_\_\_

Title: Public Works Director/City Engineer \_\_\_\_\_

Address: 115 Main St S \_\_\_\_\_

Hailey, ID 83333 \_\_\_\_\_

Phone: 208-788-9830 Ext 14 \_\_\_\_\_

Facsimile: 208-788-2924 \_\_\_\_\_

Designated Representative:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

Facsimile: \_\_\_\_\_



NOTICE TO PROCEED

Dated October 28, 2008

TO: S. Erwin Excavation Inc.  
(CONTRACTOR)

ADDRESS<sup>1</sup>: P O Box 1112  
Bellevue, ID 83313

Contract: City of Hailey Elm Street Safe Routes to School Project  
(Insert name of Contract as it appears in the Contract Documents)

Project: The installation of concrete sidewalk, curb and gutter and drainage infrastructure along Elm Street E. from 3<sup>rd</sup> Avenue to the Wood River Bike Path

You are notified that the Contract Times under the above contract will commence to run on October 28, 2008. By that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 4 of the Agreement the date of Substantial Completion is June 30, 2009 and the date of readiness for final payment is August 31, 2009.

Before you may start any Work at the Site, paragraph 2.05.C of the General Conditions provides that you and Owner must each deliver to the other (with copies to Engineer and other identified additional insureds) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

Also, before you may start any Work at the Site, you must  
Provide Performance and Payment Bonds, a proposed work schedule and a traffic control plan

The City of Hailey  
(OWNER)

By: \_\_\_\_\_  
(AUTHORIZED SIGNATURE)

Mayor  
(TITLE)

Copy to ENGINEER



**AGENDA ITEM SUMMARY**

**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)

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

**RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:**

Motion to approve the Seventh Amendment to Joint Powers Agreement and to authorize the Mayor to sign.

**FOLLOW-UP REMARKS:**

\*

LUBOVISKI, WYGLE, FALLOWFIELD & RITZAU, P.A.

ATTORNEYS AT LAW

SUITE 205 • THE STATION  
460 SUN VALLEY ROAD  
P.O. BOX 1172  
KETCHUM, IDAHO 83340-1172  
(208) 726-8219  
FAX (208) 726-3750

BARRY J. LUBOVISKI  
JANET C. WYGLE  
ROBERT L. FALLOWFIELD  
LEE RITZAU

October 8, 2008

Ned Williamson  
Hailey City Attorney  
Sent be email to: [wlo@cox-internet.com](mailto:wlo@cox-internet.com)

Tim Graves  
Blaine County Deputy Prosecuting Attorney  
Sent by email to: [tgraves@co.blaine.id.us](mailto:tgraves@co.blaine.id.us)

Re: 7<sup>th</sup> Amendment to Joint Powers Agreement

Gentlemen:

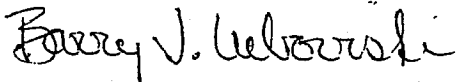
As you know, the Friedman Memorial Airport Authority is in the process of selecting a site for a new airport to replace the Friedman Memorial Airport. After reviewing the Joint Powers Agreement, it is my opinion that the Agreement needs to be amended in order to give the Authority the power to go forward in this process.

To that end, I have been asked by the Authority to draft a 7<sup>th</sup> Amendment to Joint Powers Agreement which attempts to provide the necessary authorization to the Authority. I welcome suggestions from either one of you regarding the proposed language, timing and methodology for execution by your respective clients.

Thank you for your assistance.

Sincerely,

LUBOVISKI, WYGLE,  
FALLOWFIELD & RITZAU, P.A.



Barry J. Luboviski

LPR/rd  
enclosure

**SEVENTH AMENDMENT**  
**TO**  
**JOINT POWERS AGREEMENT**

THIS SEVENTH AMENDMENT TO JOINT POWERS AGREEMENT is made effective the 1<sup>st</sup> 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 16<sup>th</sup> 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 27<sup>th</sup> day of March, 1996, the City and County entered into an Amendment to Joint Powers Agreement.

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

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

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

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

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

On the 9<sup>th</sup> day of January, 2007, the City and County entered into a Sixth Amendment to

Joint Powers Agreement.

The Agreement does not authorize the Friedman Memorial Airport Authority ("Authority") to take the steps necessary to secure a replacement airport for Friedman Memorial Airport. 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 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.

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: \_\_\_\_\_

\_\_\_\_\_  
Lawrence Schoen, Commissioner

Dated: \_\_\_\_\_

\_\_\_\_\_  
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: \_\_\_\_\_





**AGENDA ITEM SUMMARY**

**DATE:** 10/27/08    **DEPARTMENT:** Clerk's Office    **DEPT. HEAD SIGNATURE:** MC

---

**SUBJECT**

Approval of Minutes from previous meeting of the Hailey City Council – October 13, 2008

---

**AUTHORITY:**  ID Code 67-2344     IAR \_\_\_\_\_     City Ordinance/Code \_\_\_\_\_

Idaho Code requires that a governing body shall provide for the taking of written minutes at all of its meetings, and that all minutes shall be available to the public within a reasonable period of time after the meeting. Minutes should be approved by the council at the next regular meeting and kept by the clerk in a book of minutes, signed by the clerk.

---

**BACKGROUND:**

Draft minutes prepared.

---

**FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS**

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

Comments: As part of the annual audit, the auditors read the minutes to ensure that the financial transactions required of the council are conducted by the council, and to look for consistency between the minutes record and the financial transactions of the City.

---

**ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS:**

\_\_\_ City Attorney    \_\_\_ Clerk / Finance Director    \_\_\_ Engineer    \_\_\_ Mayor  
\_\_\_ P & Z Commission    \_\_\_ Parks & Lands Board    \_\_\_ Public Works    \_\_\_ Other

---

**RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:**

Motion to approve the minutes as presented, and to suspend the reading of them, or remove from consent agenda to make changes and then approve as amended.

---

**FOLLOW UP NOTES:**

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**MINUTES OF THE MEETING  
OF THE HAILEY CITY COUNCIL  
HELD MONDAY OCTOBER 13, 2008  
IN HAILEY CITY HALL MEETING ROOM**

The meeting of the Hailey City Council was called to order at 5:30 P.M. by Mayor Rick Davis. Present were Council members Don Keirn, Martha Burke and Fritz Haemmerle. Carol Brown present via conference call. Staff present included City Attorney Ned Williamson, City Administrator Heather Dawson and City Clerk Mary Cone.

**AIRPORT ISSUES:**

Airport Issues presented by Susan McBryant updated council that the FAA's report has been completed. She heard this news reported on the radio and read about it in the newspapers. The findings were presented in the last meeting that the new airport would increase the local economy, according to the study. The airport authority is charged with providing a safe and reliable service for the valley. Next steps are to sell off some of the jointly owned property with the county. The sale of the property will go towards financing the new airport. The primary goal is to have a safer airport for the community and visitors. McBryant urged everyone to be actively involved in the upcoming open sessions.

**CONSENT AGENDA:**

CA 355	Motion to waive contract provision with Hailey Chamber of Commerce Contract to allow final payment of the fiscal year to exceed the monthly maximum of \$5000, as the annual maximum has not been reached and will not be exceeded .....	1
CA 356	Motion to approve Letter of Intent to Apply for Idaho Safe Routes To School Funds with Wood River Rideshare and Blaine County School District .....	14
CA 357	Motion to approve 5K run for Camp Agape through Deerfield Subdivision on 10/25/08 from 12 to 2pm .....	18
CA 358	Motion to approve and authorize Mayor to sign agreement with SPF Water Engineering to review Quigley Annexation Water Issues .....	23
CA 359	Motion to approve the Mayor to sign Equipment and Operator rental agreements for snow removal following review by the city attorney .....	27
CA 360	Motion to approve Findings of Fact and Conclusions of Law: Walnut Street right-of-way vacation denial .....	32
CA 361	Motion to approve one (1) year extension of Preliminary Plat Approval – Lot 2A and Lot 2B, Cedar Street Church Subdivision .....	38
CA 362	<del>Motion to approve City Council meeting minutes of October 6, 2008, and to suspend reading of them .....</del>	<del>40</del>
CA 363	Motion to approve claims for expenses incurred during the month of September, 2008 .....	46
CA 364	Motion to approve Treasurer's Cash and LOT Report for month of September, 2008 .....	67

CA362 item was pulled by Burke.

**Motion made by Keirn to approve all other consent agenda items minus CA362, seconded by Burke, motion passed unanimously.**

Burke turned to page 44 in the packet and asked that the sentence referring to the original owners of the forest service buildings be clarified. Burke asked Life Church representatives if the owner of the forest service buildings was still interested in giving them to the church. Janine Bear responded that no one has checked in with the owner in awhile so she does not know if the owner is still willing to give these structures to the church.

**CA362 – Motion made by Keirn to approve this item as amended, seconded by Haemmerle, motion passed unanimously.**

**MAYOR'S REMARKS:**

*MR 365 Hailey Masonic Lodge entered in National Register of Historic Places on September 12, 2008*

**PROCLAMATIONS & PRESENTATIONS:**

*PP 366 Presentation by Wood River Arts Alliance announcing National Arts and Humanities month & proclamation*

PP366 – Mayor Davis announced National Arts and Humanities month (October) and read a proclamation.

*PP 367 Presentation to Hailey Fire Department from Butte County*

PP367 – Certificate of thanks received from Butte County California to the Hailey Fire Department in helping during the California fires.

Mayor Davis added that he saw a letter from a citizen published in the Mountain Express last week, thanking emergency services for a quick response and help when she was involved in an accident in Woodside. Another citizen wrote a letter to the Mayor thanking the Hailey Fire Department and the Hailey Police Department for the same thing; stating that the training provided to these emergency service employees made all the difference to this citizen just prior to her accident.

*PP 368 Presentation to HELP Hailey, a citizen volunteer effort to pioneer an environmental awareness program*

PP368 – Elizabeth Jeffrey gave an update on 4 families that have reduced their energy consumption by 30%. This committee of four people has been working on this every week and has shown great commitment to bring a broader awareness to the public.

Mayor Davis added that because of the HELP committee and their leadership; the City of Hailey has saved money in city hall and other city buildings. This effort and savings is

why the city of Hailey received the Environmental Leadership Award from the Chamber of Commerce this year.

*PP 369 Parks & Lands Board presentation re: Rodeo Grounds Master Plan*

PP369 – Presentation by the Parks and Lands board, Becki Keefer on the Rodeo Grounds future use. Keefer presented the outcomes of discussions to council, having Hailey Ice, Sawtooth Rangers and an expanded skate park included in the long term use of the Rodeo Grounds. The P&L board had 3 schemes; Keefer presented the top pick from the board. The existing seating at the Rodeo Grounds holds 3,000 people. They anticipate a new facility will accommodate at least this amount or more. Keefer discussed a phased approach for development of the new facility. Keefer presented results from the community survey; overall support for a new facility was favorable. However, funding for this facility was split. Keefer asked the council for their direction, as they need funding to build this facility. Hailey Ice is willing to build their ice rink and then give it to the city, but they need a place to build it on. The Sawtooth Rangers desire a long-term commitment from the council.

Haemmerle summarizes Keefer's presentation. The Parks and Land Board have tried diligently to come up with some solid ideas on the future uses of this land. Also, the Parks and Lands Board want to determine title on the unknown properties surrounding the Rodeo Grounds. Once this is done, a survey can be performed and then they would know how much property is available for the multi-use facility. Hellen added that there are streets in there, some have been vacated others we are not sure about. There are old vacations to some properties; Williamson noted that there are 10 known title issues that are being worked through now. Haemmerle asked if the board could go ahead and look for a professional architect to design the facility. Williamson thought it was okay to move forward because he felt the title issues would be worked out prior to engaging a designer.

Bud Ammond spoke to the council about sharing the area with Hailey Ice. Ammond does not see any issue with sharing the facility but he is unsure of the logistics around moving the dirt on and off the area.

Mayor Davis asked Ron Fairfax with Hailey Ice a question about the sand. Can the sand be put on top of the ice rink? Fairfax responded, yes with some structural changes.

Haemmerle asked if the Sawtooth Rangers have had any luck with talking with other organizations to use the rodeo grounds. Ammond spoke about the need for sponsors to put on events and having more events would cause competing sponsorships.

Shelley Shoemaker spoke on behalf of the Sawtooth Rangers. The Rangers are talking to high schools to get more events going at the Rodeo Grounds. Ammond added that in the past more events occurred at the Rodeo grounds but now there are more arenas available for similar events.

Mayor Davis addressed Keefer and let her know that once Williamson is complete with the title issues, that council would have better direction. Burke would like to see us allow Hailey Ice to move forward because they have the funding, support and the children.

Carol Brown would like to know true costs for transforming rodeo grounds to ice rinks. Brown mentioned that Ron Ammond has this information and she would like to know more about the funding costs. Brown suggested a site plan that provided flexibility. Haemmerle would like to see us move forward with the site planning. Hellen will begin calculating costs for Hailey Ice. Hellen suggested there could be two solutions, one with ice rink separate and one for a combined ice rink and rodeo.

Kathy Noble spoke to council. Noble is a landscape architect. It will be important to have a survey before hiring the design professional. Noble felt that the rodeo grounds have been under utilized because no one really knew that the grounds were potentially available for other events by merely coordinating with the Sawtooth Rangers.

Bill Bobbitt, president of the Sawtooth Rangers asked for clarification from council. The Sawtooth Rangers have a signed lease until 2010. Is Hailey Ice going to get started now, asked Bobbitt? Mayor Davis said this must work with all parties involved before giving anyone the go ahead.

#### **APPOINTMENTS:**

*AA 370 Hailey Tree Committee Appointments- Bill Josey, Denise Jackson, Jennifer Smith, Jim Rineholt, and Sallie Hanson.*

**AA370 - Brown moved to appoint all 5 members to the tree committee, seconded by Keirn, motion passed unanimously.**

*AA 371 Hailey Arts Commission Appointment*

Burke met Andrew Lewis at last week's Arts Commission meeting. Burke believes Lewis will be a great liaison between the school district and feels that he will be a good fit to the Commission.

**Burke made motion to approve the appointment of Andrew Lewis, seconded by Haemmerle, motion passed unanimously.**

*PH 372 Woodside Sewer Trunk Line Easement Fencing Project. (same document as was in 9/22/08 council packet)*

Mayor Davis has received several calls from business owners in the Woodside area wanting a chance to speak to council prior to them constructing a fence. Davis has asked that this item be on Public Hearings so that the public can speak to council.

John Cotter owns a building at 4131 Glenbrook Dr, and lives at 930 Forest Bend Dr. Reads letter to council regarding the potential fence in Woodside. Cotter asks council and Mayor to reconsider erecting this fence and hands current photos to council. He sees occasional use of this area during the day but nothing long term. There are building materials stored there these will be moved once a nearby building is finished being constructed. Cotter pleads that there is not enough parking in the area if a fence is put up.

Haemmerle asked how the area was cleaned up between the time Hailey staff took pictures of this area and when Cotter took the pictures. Cotter replied that he personally spoke with business owners in the area and asked them to clean up the area. All of the business owners are willing to do what it takes to keep this area clear to avoid having the city put up a fence. Cotter explains that they will perform an annual clean up day to keep this area clear.

Robert Wiederrick of 1120 Quigley Road spoke to council. He has a business adjacent to this proposed fence area at 4051 Glenbrook Drive. Wiederrick spoke to council and gave them reasons why it would be difficult for his business if a fence were constructed. Weiderrick also mentioned that Bob Anderson another business owner would be negatively affected.

Amy, a business neighbor to Wiederrick is happy to help keep this area clean.

Murray Rice works with Anderson Insulation at 4151 Glenbrook. Rice spoke on behalf of Anderson Insulation, they would be willing to police this area to keep this clean.

Haemmerle reminded these business owners that we do not want to know if this area is cluttered, we want to be ensured that you as the business owners are keeping this clean.

Mayor Davis spoke and added that this area must be cleaned on a regular basis not just once a year.

Dawson asked Hellen to speak to the importance of keeping this area clean.

Hellen explained that this area is both the discharge line and the pressure sewer line. Hellen would appreciate it if these business owners would do what they are stating they will because the city has been dealing with this problem for 8 years. Every time the area gets cleaned, things keep creeping back in. If this area is not kept clean, Hellen will be coming back to council, stating that we tried to give this a chance without the fence and it did not work.

Mayor Davis is open to having these business owners keep this area clean and available to city water use. Davis stating that if there is ever a problem and the city cannot access this area, the fence goes up.

Williamson proposes a revocable license to these business owners to keep the area clear and still enable usage of the area.

Dawson explained that blockage of this area can be as much as an emergency situation than a burning building, possibly more dangerous. It is not just general access – it is access of large equipment in an emergency situation.

Haemmerle spoke to John Cotter directly to make sure he understood the situation. Cotter agreed and stated that the line present now helps them know where the boundary is.

Betsy Cotter of 4131 Glenbrook spoke to council. In the past, business owners did not know where the property line was. So it helps that the line shows us where the property line is and where they need to stay away from.

Davis asked for a list of the businesses in the area. Williamson will get with Hellen. Cotter and Wiederrick and Anderson Insulation will all help to “police” this area and keep it clean. This will allow the city to save money in erecting a fence and also allow the business owners to utilize the property.

*PH 373 The Hailey Planning and Zoning Commission recommends to the City Council a city initiated text amendment to Section 6.1, of Hailey Subdivision Ordinance No. 821. The amendments would establish noticing requirements for Lot Line Adjustment applications*

Robrahn gave an overview that this is a clarification that would establish noticing procedures for lot line adjustment applications. This is currently not a requirement. They are now approved administratively.

Peter Lobb 403 East Carbonate supports the notice requirements. Lobb suggests that we could have problems with lot line adjustments in Old Hailey. Lobb does not support the text amendment proposal. Lobb feels that this will be a problem in Old Hailey. Lobb recommends that the council makes the final decision. Bellevue, Sun Valley and Blaine County have commission or council approval for lot line adjustments.

Robrahn clarified to Brown, that if the modification meets the definition of a lot line adjustment then it can be administratively approved. Generally, lot line adjustments impact the owner of the property and not another adjacent owner added Williamson.

Burke wants to see this issue addressed. Burke is okay with the notice.

Robrahn explained that existing structures in Old Hailey are built over lot lines and therefore are non conforming in today’s standards.

Lobb is concerned that developers will come in, split up the lots and then sell them off. Lobb views this as a real problem in Old Hailey.

**Haemmerle makes motion to approve first reading of ordinance 1016, seconded by Burke, motion passed unanimously.**

PH 374 *The Hailey Planning and Zoning Commission recommends to the City Council a city initiated text amendment to Section 4.2.1 of Hailey Subdivision Ordinance No. 821. The amendments would make this section consistent with the amendments related to sidewalk infrastructure requirements previously adopted by Ordinance 1001 and Ordinance 1002*

Robrahn gave council overview of March Ordinance adoption of 1002, this section was overlooked and not updated and it should have been. This amendment makes this section in line with the previously adopted changes. Hellen added this is to enable better implementation of the sidewalk

**Keirn moved to approve ord. 1017 and conduct first reading, seconded by Burke, motion passed unanimously.**

PH 375 *Consideration and approval of Request for Proposals seeking professional fiscal impact analyses of the proposed Quigley Annexation*

Mayor Davis proposes to continue PH375 to 10/27 meeting

**Keirn makes motion to move PH375 to the next council meeting on 10/27/08, seconded by Burke, motion passed unanimously.**

NB 376 *Motion to approve amended Peregrine Ranch Sewer Extension Agreement as drafted pursuant to council discussion and motion made on September 22, 2008, allowing an extension of time*

Haemmerle recused himself of this discussion as he may be potentially biased on this subject.

Williamson spoke to the letter in the packet and a letter received today from Brian Ballard on behalf of Harry Rinker. Is there an impact to the Rinker agreement for a fire site from the letter from Tom Bergin? Williamson believes that the Bergin letter is relevant to the agreement between Rinker and the City of Hailey.

Mayor Davis pointed to the 3<sup>rd</sup> sentence in Tom Bergin's letter. The city can put a fire site outside of the city property. Williamson added that it would be fine because it is a conditional use. If Hailey abandoned use of this property for the intended use when donated, then the property would be reverted back to the original owner/donor.

Mike Chapman told council that this location would meet the standards but it would not be used greatly.

Brown's concern is that we potentially have land that is not usable for us.

Keirn agrees with Brown's comment.



Burke would like to see other potential uses of this property. Burke believes it should be a "gift" with no strings. Burke feels that we should continue talking about this to work out something.

Williamson has communicated with the county and would like to understand exactly what the intent is with the letter. Williamson does not understand nor agree with Bergin's letter.

Williamson asked council for direction. Keirn suggested that Williamson find out the valuation of the land, gift the land without strings.

**Motion made by Burke to continue this hearing to 10/27/08 meeting, seconded by Keirn, motion passed unanimously.**

Haemmerle rejoined the meeting.

**Mayor Davis conducted the first reading of Ordinance 1017 by title only.**

*NB 377 Discussion by council on county dispatch service issue*

**Council agrees to have Mayor Davis sign letter to Tom Bowman.**

*NB 378 Housing discussion to establish Hailey's short term & long term position regarding community housing (handout)*

**This item was pulled by Mayor Davis.**

**Staff Reports:**

Hellen received bids back on Safe Routes to Schools project on Elm Street. Details will be in next meeting's packet. Construction will be next spring.

Robrahn has noticed a draft of the ACI ordinance for council's next meeting.

Brown has a Library Board meeting tomorrow. Brown brought compliments to staff and Mayor. Brown spoke with Eddy Hall who is very excited to be on the sidewalk committee and believes the citizen involvement is a great encouragement.

Mayor Davis asked Robrahn how the sign meeting went. Robrahn replied that it went very well.

Keirn pointed out to council the email received from Larry Schoen. Dawson and Keirn will have their first meeting soon regarding community housing.

Keirn received an email from Tom Hellen regarding the Indian Creek Initiative. Keirn responded to Rich McIntyre's email and let him know that he (Keirn) would not attend

unless given a time and place. Haemmerle suggested that Keirn and Hellen be diligent in following up with McIntyre on getting a date and time for the meeting.

Haemmerle saw an article in a newspaper that Hailey supports hotels in Ketchum. Mayor Davis attended a meeting as a citizen. Haemmerle wanted to know where council's thoughts were regarding these types of situations. Haemmerle summarized that Mayor Davis' comments were in support of the hotel as a citizen not as a political representative.

Mayor Davis asked for motion to go into executive session.

**Burke made motion to go into executive session at 7:33 pm for pending litigation IC 67-2345.f/j and real property acquisition IC 67-2345.c, seconded by Keirn, motion passed by roll call.**

With no more business the Mayor adjourned the meeting at 8:12 pm.