



CITY OF HAILEY  
115 MAIN ST SOUTH STE H  
HAILEY, ID 83333

208-788-4221

Receipt No: 2.015776

March 21, 2008

QUIGLEY GREEN OWNER LLC

General-Annexation-Planning	20,000.00
100-00-32296 Zoning Applications	

Total:	-----
	20,000.00
	=====

Check	20,000.00
QUIGLEY GREEN OWNER LLC	

Chk No: 1180

Total Applied:	20,000.00
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Change Tendered:	-----
	.00
	=====

03/21/08 12:32pm

## ANNEXATION REVIEW AGREEMENT

MAR 21 2008

THIS ANNEXATION REVIEW AGREEMENT ("Agreement") is made and entered into this \_\_\_\_ day of January, 2008, by and between Quigley Green Owner LLC an Idaho LLC ("Developer"), and the City of Hailey, a political subdivision of the state of Idaho ("Hailey").

### RECITALS

A. The Developer is the owner of certain real property consisting of 1109 acres east of Hailey located in Blaine County, State of Idaho ("Real Property"), for which the Developer has submitted a request for annexation to Hailey for a subdivision consisting of residential lots under the name of Quigley Canyon ("Project"). At the time filing the request for annexation, the Developer submitted a non-refundable application fee in the amount of \$7,905.23. The application fee includes a base fee of \$1,250 plus \$15 per developable acre, for a total of \$7694.15 ("Application Fee") and an additional \$120 for three publications and \$91.08 for mailing costs.

B. Pursuant to Chapter 14.01 of the Hailey Municipal Code, the Developer and Hailey must enter into an agreement in which the Developer will pay for city staff time on an hourly basis, to review and comment on the application, to assist in the preparation of and/or prepare any fiscal impact or related study required for an annexation, and to assist in the preparation of and/or prepare any necessary documents, agreements, ordinances, surveys, reports and findings ("Staff Services").

C. In order for Hailey to properly consider whether to annex the Real Property and approve the Project, and the terms and conditions thereof, Hailey may deem it advisable and Developer agrees, for Hailey to retain independent professional consultants, services (including services by representatives of the Blaine County Housing Authority) and studies to assist and advise Hailey in long-range planning of land uses, infrastructure, services, finances, as well as the impacts, costs and mitigation of the proposed annexation and Project ("Consulting Services").

D. The Developer is willing to fund such Consulting Services and Staff Services with the understanding that by accepting such financial assistance, Hailey is not contracting with or representing to the Developer that Hailey will ultimately decide to annex the Real Property or approve the Project.

E. Subject to the terms and conditions of this Agreement, the parties desire to enter into this Agreement.

### AGREEMENT

NOW, THEREFORE, in consideration of the promises and agreements contained herein, the Developer and Hailey hereby agree as follows:

1. Annexation Review Costs and Fees.

A. Hailey shall process and review the application for annexation of the Real Property and may employ third party consultants to assist in the review of the Developer's request for annexation of the Real Property. The Developer shall pay for reasonably incurred Staff Services on an hourly basis in accordance with the following rates:

Planning Department	\$ 50/hour
Public Works/Streets Department	50/hour
Fire Department	50/hour
Building Department	50/hour
Finance Department	50/hour
City Engineer	60/hour
City Attorney	150/hour
Support Staff	30/hour

The Developer shall pay for Consulting Services in accordance with the payment schedule agreed upon by the City and any third party consultant.

B. Upon the execution of this Agreement, the Developer shall deposit Twenty Thousand and no/100 Dollars (\$20,000.00) into a separate Hailey interest bearing account (the "Account"). The Application Fee shall first be the source and then the Account shall be the source of the funds to pay and/or reimburse Hailey for Staff Services and Consulting Services and reimburse the City the costs as set forth in this Agreement. If the funds in the Account are ever less than Ten Thousand and no/100 Dollars (\$10,000.00), upon fifteen days written notice by Hailey to Developer, the Developer shall pay Hailey such additional funds to maintain the Account at Twenty Thousand and no/100 Dollars (\$20,000.00) which shall be placed into the Account and used by Hailey as set forth in this Agreement.

C. If after Hailey's final decision whether to annex the Property or approve the Project, if there is money left in the Account, the principal amount plus any accrued interest shall be returned to the Developer, and if the costs of the services exceed the amount in the account, the Developer shall pay such additional sum to Hailey within fifteen (15) days of Hailey's written request to the Developer.

D. The Consulting Services and Staff Services include, without limitation, the following:

(i) engineering with regard to water and sewer systems and traffic, impacts and improvements by the city engineer and other engineering consultants;

(ii) legal services by the city attorney and other legal consultants which shall include, without limitation, the drafting of all ordinances, amendments to existing ordinances, agreements, as well as attending meetings, research and other services and time spent with regard to the requested annexation and the Project;

(iii) long range planning, fiscal and needs analyses of city services, infrastructure and departments and analysis of demands, impacts, costs and mitigation thereof, including the fiscal impact conducted pursuant to Section 14.01.090(B) of the Hailey Municipal Code;

(iv) review by all applicable Hailey staff personnel with regard to the impacts of the Project on city services; and

(v) review of the community housing proposal by all applicable Hailey staff personnel and Blaine County Housing Authority.

E. Hailey shall provide the Developer copies of all invoices for the costs of all Consulting Services and invoices for Staff Services with a general itemization of the service performed and the time spent on the service paid from the account.

F. A scope of work for the Consulting Services shall be provided to Developer before submission to any third party consultant. Developer only has the right to comment on the scope of work. Once a third party consultant has been selected, Hailey shall provide to the Developer an estimate of costs for the third party consultant.

2. Direct Out-of-Pocket Costs. All costs of publication, copying, travel expenses, lodging and other direct out-of-pocket costs reasonably incurred by Hailey with regard to the requested annexation shall be paid for by Hailey from the Account.

3. Costs of Specific Applications. The amount paid by the Developer to Hailey under this Agreement shall be in addition to any sums required by the ordinances of Hailey to file, review and process any specific land use application, including without limitation, preliminary subdivision applications or permits for the Project or any portion thereof.

4. Miscellaneous Provisions.

A. Attorney's Fees. In the event of any dispute with regard to the interpretation or enforcement of this Agreement, the prevailing party shall be entitled to recover his/her reasonable costs and attorneys' fees incurred therein, whether or not a lawsuit is actually filed, and on any appeals, and in any bankruptcy proceeding.

B. Notices. Notice under this Agreement shall be in writing and shall be effective when actually delivered. If mailed, notice shall be deemed effective 48 hours after mailing as registered or certified mail, postage prepaid, directed to the other party at the address set forth below or such other address as the party may indicate by written notice to the other:

**Hailey:**

City of Hailey  
115 Main Street South  
Hailey, ID 83333

with a copy to:

Ned C. Williamson  
Williamson Law Office, PLLC  
115 Second Avenue South  
Hailey, ID 83333

**Developer:**

Quigley Green Owner, LLC  
PO Box 2720  
Ketchum, ID 83340

with a copy to:

Greenfield Partners  
Attn: Barry Marcus  
50 Water Street  
South Norwalk, CT 03854

C. Entire Agreement. This Agreement contains the entire understanding between and among the parties and supersedes any prior understandings and agreements among them respecting the subject matter of this Agreement.

D. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Idaho.

E. Number and Gender. The term "Developer" is herein without regard to the number or gender of the persons constituting such party. Whenever any gender or neuter term is used herein, such term shall be construed to include the masculine, feminine and neuter and shall include any party whether male, female or partnership or other entity as may be appropriate. Whenever a singular term is used herein it shall include the plural, and whenever a plural term is used herein it shall include the singular.

F. Titles and Captions. All article, section and paragraph titles or captions contained in this Agreement are for convenience only and shall not be deemed part of the context nor affect the interpretation of this Agreement.

G. Agreement Binding. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

H. Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.

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

J. Recitals Incorporated. The recitals set forth in this Agreement are hereby incorporated herein by reference.

K. Facsimile. Facsimile transmission of any signed original document and retransmission of any signed facsimile transmission shall be same as delivery of the original.

L. Authority. Each signatory agrees that he or she has full authority and consent to sign this Agreement.

M. Police Powers. Except as otherwise expressly provided herein, nothing contained herein is intended to limit the police powers of Hailey or its discretion in review of subsequent applications regarding development of the Real Property. This Agreement shall not be construed to modify or waive any law, ordinance, rule, or regulation not expressly provided for herein, including, without limitation, applicable building codes, fire codes, Hailey's Zoning Ordinance, Hailey's Subdivision Ordinance, and Planned Unit Development requirements for the Real Property.

IN WITNESS WHEREOF, the Developer and Hailey have executed this Annexation Review Agreement on the day and year first written above.


CITY OF HAILEY

By \_\_\_\_\_  
Richard L. Davis, Mayor

ATTEST:

By \_\_\_\_\_  
Heather Dawson, City Clerk

"DEVELOPER"  
QUIGLEY GREEN OWNER LLC

By  \_\_\_\_\_  
Barry Marcus





**AGENDA ITEM SUMMARY**

DATE: 4/28/08 DEPARTMENT: PW DEPT. HEAD SIGNATURE: 

**SUBJECT:** Motion to approve Alturas Partners request to waive construction work hour limits for repaving the Alturas Plaza parking area

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

**BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:**

In order to avoid conflicts with business hours Alturas Partners are requesting a waiver of the City ordinance prohibiting construction between 7pm and 7am. With minimal residences in the area it is recommended that this request be approved. Any necessary inspections by city personnel will be coordinated with the contractor for normal work hours.

**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)

April 17, 2008

Hailey City Council  
115 South Main St. Suite H  
Hailey, ID 83333

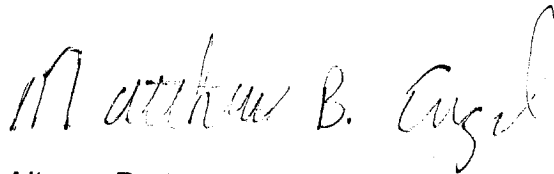
Dear Mayor and City Council Members,

Alturas Partners is planning a parking area improvement project at Alturas Plaza. This project is scheduled to begin on May 15, 2008 and will be completed in three phase with completion scheduled for June 3, 2008. The phasing of this project is to minimize the impact to the businesses and maximize safety to the public. This project will occur on both City right of way and private property. All construction will be in conformance with the City of Hailey requirements.

We respectfully request a waiver to The City of Hailey's work hour requirement that no work take place before 7AM or after 7PM. We are requesting that the allowed work hours be extended to maximize construction work when there will be the least amount of impact to the public. Most of the surrounding properties are also businesses that would be closed during the extended work hours.

Due to our tight construction schedule, we would greatly appreciate it if this matter could be scheduled for consideration at the next council meeting on April 28, 2008.

Sincerely,



Alturas Partners

REC  
APR 1 2008

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9.04.030 Noise. A. It is unlawful for any person to make, create, continue or cause to be made, created or continued, any loud or unnecessary noise, which noise disturbs or injures others within the limits of the city, or which adversely affects the comfort, health, peace or safety of others within the limits of the city.

B. The following acts are declared to constitute the making of loud, disturbing and unnecessary noises in violation of this section, but the enumeration contained in this subsection shall not be deemed to be exclusive:

1. Radios, Phonographs, Loudspeakers and Sound Amplifiers. The using, playing or operating, or permitting the playing, using or operating, of any radio, television, musical instrument, phonograph, loudspeaker, sound amplifier, or other machine or device for the production or reproduction of sound in such a manner as to disturb the peace, quiet and comfort of neighboring residents or inhabitants, including the projection of volume or sound louder than is necessary for the hearing of the person or persons in a building or vehicle in which such machine or device is operated. The operation of any such radio, television,

musical instrument, phonograph, loudspeaker, sound amplifier, or other machine or device in such a manner as to be plainly audible at a distance of fifty feet from the property line of any property where the same is located, or at a distance of fifty feet from any vehicle in which the same is located, shall be prima facie evidence of violation of this section, except for special events approved by the city administrator, i.e., Northern Rockies Folk Festival;

2. Building Construction, Alteration and Demolition. The construction, including excavation, of new buildings and the demolition, alteration or repair of any existing building, other than between the hours of seven a.m. and seven p.m. on weekdays and eight a.m. and seven p.m. on Saturdays and nine a.m. to seven p.m. on Sundays, except in cases where urgent necessity in the interest of public health and safety has been demonstrated to the city administrator;

3. Pile Drivers, Hammers, Etc. The operation of any pile driver, pneumatic hammer, derrick, ram, or electric hoist, the use of which involves loud or unusual noise, and blasting or any other use of explosives, other than between the hours of seven a.m. and seven p.m. Monday through Friday, except in cases where urgent necessity in the interest of public health and safety has been demonstrated to the city administrator;

4. Animals. The keeping of any animal under circumstances where resulting frequent or long, continuous noise disturbs the peace, comfort or repose of other persons in the vicinity where the animal is kept.

C. Penalties. Any person who violates any provision of this section shall, upon conviction, be guilty of a misdemeanor and shall be subject to a fine not exceeding three hundred dollars, imprisonment in the county jail for a period not exceeding thirty days, or both such fine and imprisonment. (Ord. 553 §§1--3, 1990)



**AGENDA ITEM SUMMARY**

**DATE:** 04/21/2008 **DEPARTMENT:** Finance & Records **DEPT. HEAD SIGNATURE:** *M. Cone*

**SUBJECT:**

Osaka Sushi  
Alcohol Beverage License Application

**AUTHORITY:**  ID Code \_\_\_\_\_  IAR \_\_\_\_\_  City Ordinance/Code 5.08, 5.12  
(IFAPPLICABLE)

**BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:**

Approval of new beer and wine license for Osaka Sushi. Application has been approved by Hailey Police Department.

**FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:** Caselle # \_\_\_\_\_

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

**ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS:** (IFAPPLICABLE)

___ 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 Osaka Sushi alcohol beverage license application.

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



# ALCOHOL BEVERAGE LICENSE APPLICATION

### APPLICATION FOR:

### APPLICATION IS:

Liquor \$562.50   
 Wine by the Drink \$200.00  200.00  
 Beer by the Drink \$200.00  200.00  
 Grocery Sale of Wine \$200.00   
 Grocery Sale of Beer \$50.00

New License   
 Renewal   
 Transfer

TOTAL DUE: \_\_\_\_\_

Applicant Name: Long Zhang & Yu Hong Deng

Business Name: Osaka Sushi

Business Physical Address: 200 S Main ST, Hailey ID

Business Mailing Address: PO Box 532, Ketchum, ID 83340

Business Phone Number: 208-928-6068

Property Owner (if different from applicant): L-Z COP

*(Applicant must attach certified copy of lease showing that owner consents to sale of alcohol on premises.)*

I hereby certify that the above statements are true, complete and correct to the best of my knowledge. I further certify that I have applied for and received the Idaho State Liquor License (copy attached) and the Blaine County Liquor License (copy attached).

Long Zhang, Deng Yu Hong 4/17/08  
 Applicant Signature Date

Subscribed and sworn to before me this 17 day of April, 2008

[Signature]  
 Notary Public OR City Clerk

Residing at: Hailey City Hall  
 My Commission Expires 7/29/08

<b>Official Use Only</b>	
State License No.	_____
County License No.	_____
City License No.	_____
Date Approved by Council	_____
<u>[Signature]</u>	_____
Chief of Police	

CITY OF HAILEY ■ 115 MAIN ST. S. SUITE H ■ HAILEY, IDAHO 83333 ■ 788-4221

**AGENDA ITEM SUMMARY**

**DATE:** 04/28/2008 **DEPARTMENT:** Public Works

**DEPT. HEAD SIGNATURE:** 

**SUBJECT:**

1. The City of Hailey requests to be a co-applicant on the Hailey Chamber/SVMA Celebrate Summer in South Valley Carnival Special Event Permit Application.
2. Upon the approval of the City of Hailey being added to this Special Event Permit Application the City of Hailey and the Hailey Chamber of Commerce/SVMA requests a waiver of the Special Event Permit Application fee.
3. Request approval for City of Hailey/Chamber of Commerce/SVMA Celebrate Summer in South Valley Carnival Special Event.

The planned event is to be held on 05/29/08 in the open space next to the Mint & alley way behind/Alturas Parking Lot (same as last year), 3:00pm – 6:00pm.  
 The estimated attendance is 150-500 people throughout the event.  
 (See attached application)

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

**BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:**

Kim Garvin stated she will have a letter from Alturas Plaza Property manager approving the use of the west parking lot on 05/29/08.

**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	___ Engineer	___ Building
___ Library	___ Planning	___ Fire Dept.	___
___ Safety Committee	___ P & Z Commission	___ Police	___
___ Streets	___ Public Works, Parks	___ Mayor	___

**RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:**

The Department Heads have reviewed this application and approved.  
See approval letter for recommendations.

**FOLLOW-UP REMARKS:**

\*

# City of Hailey

115 MAIN STREET SOUTH, SUITE H  
HAILEY, IDAHO 83333

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

April 28, 2008

Jim Spinelli  
Hailey Chamber of Commerce  
PO Box 100  
Hailey, ID 83333

Subject: Special Event Approval

Dear Jim:

Congratulations! The SVMA Summer in South Valley Carnival Special Event, scheduled for May 29, 2008, has been approved by the City Council. Enclosed you will find a signed copy of the City Council's Decision, as well as an Agreement form. Please sign the Agreement, make a copy for your records and return the original to the City of Hailey. The Decision form does not need to be returned. The special event permit certificate will be mailed to you upon our receipt of the Agreement form.

Please note the following conditions connected with the approval of your event:

- Applicant shall provide approval letter from Alturas Plaza property manager for use of the west lot.

Thank you for choosing the City of Hailey as the venue for your Special Event.

Sincerely,

Mary Cone  
City Clerk



## DECISION

Based on the Application for a Special Event Permit for the SVMA Celebrate Summer in South Valley Carnival, the City of Hailey, pursuant to Chapter 12.14 of the Hailey Municipal Code, approves the Application and grants the Special Event Permit, subject to the following conditions:

### Standard Conditions

- a. The Applicant shall comply with the terms, plans, covenants and provisions of the Application, as approved or as modified by the City of Hailey.
- b. The Applicant shall comply with all applicable local, state and federal laws, regulations and ordinances before, during and after the Special Event(s).
- c. The Applicant shall execute an agreement, relating to the reimbursement of expenses, indemnification and other provisions immediately upon the approval of the application for the Special Events Permit.
- d. In the event the Applicant fails to comply with all the conditions set forth herein, the City may revoke the Special Events Permit, in whole or in part.
- e. The Applicant shall maintain in full force and effect general liability coverage during the Special Event(s) in the amount of \$1,000,000, with the City of Hailey as an additional named insured.

### Other Condition

- a. Applicant shall provide approval letter from Alturas Plaza property manager for use of the west lot.

DATED this 28th day of April, 2008.

CITY OF HAILEY

By: \_\_\_\_\_  
Rick Davis, its Mayor

ATTEST:

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

CITY OF HAILEY ■ 115 MAIN ST. S., SUITE H ■ HAILEY, IDAHO 83333 ■ 788-4221

## AGREEMENT

In consideration of the granting of a special event permit by the City of Hailey ("the City") for the SVMA Celebrate Summer in South Valley Carnival that will occur on May 29, 2008 from 3:00 p.m. to 6:00 p.m., plus specified set up and teardown time, ("the Event"), and pursuant to Section 12.14 of the Hailey Municipal Code, the undersigned, as the applicant ("Applicant") of a Special Event Permit from the City for the Event, does hereby agree to reimburse the City for any costs incurred by the City in repairing damage or providing any services or materials resulting from the Event. The Applicant agrees that such costs may be deducted from a non-refundable security deposit or additional deposit as established by the City, and that if costs exceed any deposit made by the applicant, further reimbursement will be made to the City upon demand. The Applicant hereby agrees to indemnify, defend and hold harmless the City and its officers and employees, in their official and individual capacities, from any and all claims, demands, obligations, liabilities, lawsuits, judgments, attorneys' fees, costs, expenses and damages of any nature caused by or arising out of, or connected with the Event. In the event either party hereto is required to retain counsel to enforce a provision of this Agreement, or to recover damages resulting from a breach hereof, the prevailing party shall be entitled to recover from the other party all reasonable attorney's fees incurred herein or on appeal, or in bankruptcy proceedings. The Applicant agrees to comply with all the laws and ordinances of the City of Hailey, Idaho applicable to the subject matter thereof, and to conduct the Event in accordance with the terms and provisions of the application for a Special Event Permit, as approved or as modified by the City, and all conditions of the Special Event Permit. The Applicant agrees that the Special Event Permit is nontransferable and shall be conducted only for the dates and locations as approved by the City.

IN WITNESS WHEREOF, Applicant and the City have executed this Agreement on this 28th day of April, 2008.

APPLICANT:

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

(please sign and print name and title, if applicable)

CITY OF HAILEY:

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

Rick Davis, its Mayor

ATTEST:

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

CITY OF HAILEY ■ 115 MAIN ST. S., SUITE H ■ HAILEY, IDAHO 83333 ■ 788-4221

**CITY OF HAILEY**

**Special Event Permit**

**SVMA Summer Carnival**

**Open space next to The Mint, alley way behind  
& Alturas parking lot.**

**This permit is valid May 29, 2008**

*City Clerk*

*Issue Date*



-5032

RECEIVED

### SPECIAL EVENT PERMIT APPLICATION

I. EVENT NAME: HAILEY CHAMBER / SUMA CELEBRATE SUMMER IN S. VALLEY CARNIVAL

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

OPEN SPACE NEXT TO MINT & ALLEY WAY BEHIND  
- SAME AS LAST YEAR'S -

### 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.**

9.  
9.  
9.

Date(s) of Event	Hours		Estimated # of Attendees
5-29-08	Start Time: 3PM	End Time: 6PM	One Hour Interval: 150 All Day: 500
	Start Time:	End Time:	One Hour Interval: All Day:
Date of Set-Up			
5-29-08	Start Time: 1PM	End Time:	
Date of Tear Down			
5-29-08	Start Time:	End Time: 7PM	

### IV. FEES

Special Event Permit Application Fee      \$125       WAIVE PLEASE

Per Day Park Rental Fee      \$500       \_\_\_\_\_

(Waived for non-profits)

Security Deposit      \$500       \_\_\_\_\_

Tax (on park rental fees only)      6%       \_\_\_\_\_

**TOTAL DUE**      \_\_\_\_\_

Additional Deposit Required       \_\_\_\_\_

### V. ORGANIZATION INFORMATION

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

Mailing Address: PO 100      Zip Code: 83333

Street Address: 1650 FOX ACKES RD      City: HAILEY      State: ID

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

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

**AGENDA ITEM SUMMARY**

**DATE:** 04/28/2008 **DEPARTMENT:** Public Works

**DEPT. HEAD SIGNATURE:** 

**SUBJECT:** The Crisis Hotline requests a waiver of fees for a Special Event Permit Application. The planned event is to be at The Inn at Ellsworth Estate on May 17, 2008, 5:30pm – 7:30pm. They would like both the permit application fee (\$125) and the security deposit (\$500) requirement waived.

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

**BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:**

Please see the Crisis Hotline letter of request and flyer for the event attached. They are predicting 50-100 people to show up throughout the event. Sher Foster stated she believes there are 30 parking spaces available at the Inn. Possible overflow parking may be available on the Saturday event at both Hailey Elementary and Silver Creek Alternative School parking lots.

**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	___ Engineer	___ Building
___ Library	___ Planning	___ Fire Dept.	___
___ Safety Committee	___ P & Z Commission	___ Police	___
___ Streets	___ Public Works, Parks	___ Mayor	___

**RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:**

**FOLLOW-UP REMARKS:**

\*

# CRISIS HOTLINE

(208) 726-3596

Call Us  
We Can Help

(208) 788-3596

April 15, 2008

Mayor Rick Davis and Hailey City Council  
Hailey City Hall  
115 South Main Street, Suite H  
Hailey, Idaho 83333

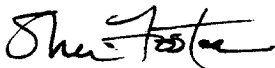
Dear Mayor Davis and Council Members, Brown, Burke,  
Hammerle and Keirn:

We are writing to request a waiver of fees from the City of Hailey for a Crisis Hotline Silent Auction/Wine Tasting benefit at the Inn at Ellsworth Estate, May 17<sup>th</sup> from 5:30 to 7:30 pm. Our resources are low this time of year and we are relying on the community we serve, fundraising events and donations to enable us to continue our work in the Wood River Valley.

We know from the calls that we receive that we are performing a vital service. Crisis Hotline volunteers have been donating their time 24 hours a day, 7 days per week for the past 21 years to make themselves available for those in need within our community. We work closely with local law enforcement as well as many other community services to help our callers find the assistance they need to resolve the issues that they call our hotline to talk about.

We hope that you will consider our request for a waiver of event fees. If you have any questions, we will be more than happy to answer them at your convenience.

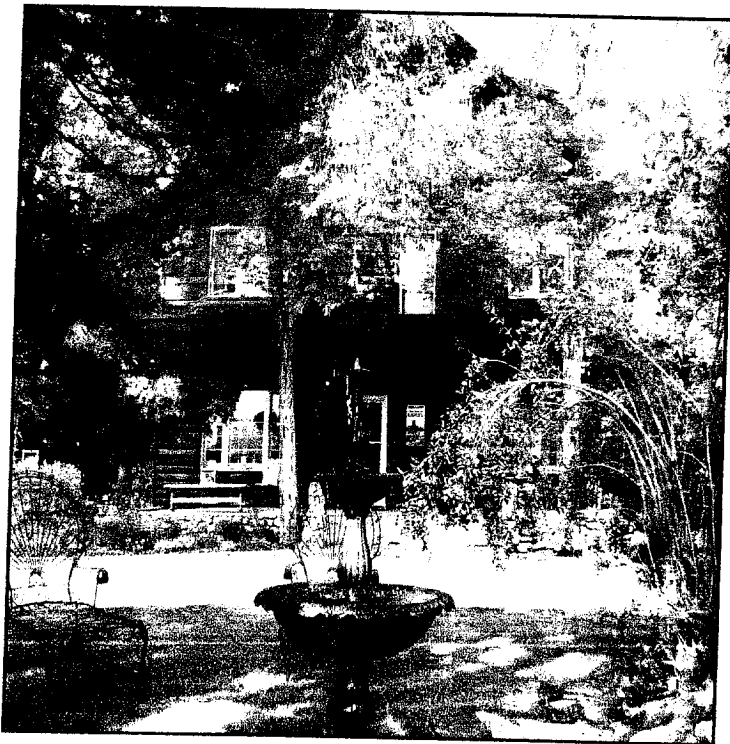
Sincerely,



Sher Foster  
Crisis Hotline Director

Tax I.D.# 82-0407349

# **Spring Wine Tasting & Silent Auction Crisis Hotline Benefit**



**Saturday, May 17th  
5:30 to 7:30 pm**

**Location:**

**The Inn at  
Ellsworth Estate  
702 - 3rd Ave. So.  
Hailey**

**Cost: \$25 per person**

Tickets can be purchased at the door  
or by calling the office at 788-0735.



**CRISIS HOTLINE**

Call Us.

We Can Help.

726-3596/788-3596

E-mail: [crisishl@qwest.net](mailto:crisishl@qwest.net)

# Crisis Hotline Newsletter

SPRING 2008

## MISSION:

To provide 24 hrs/day,  
7 days/week  
crisis intervention  
and referral service  
to the residents of  
and visitors to  
the Wood River Valley.

## 2008 Board of Directors:

April MacLeod  
President

Tricia Swarting  
Secretary

Susan Bauwens

Julie Driver

Thomas Smith

## Honorary Board Members:

Sally Donart

Dick Fairfield

## Founder:

Carlyn Ring

## Executive Director:

Sher Foster

## Community Teen Outreach

The Crisis Hotline launched a community teen outreach program in January, in partnership with St. Luke's Community Center, Yak and BC -TAC groups. An information booth will be set up at Wood River High School one day every month with information and handouts for students including brochures on teen stalking, mental and physical abuse, date rape, and cyber abuse.

We were thrilled to have two students from BC-TAC join the 6 week volunteer training program last fall. With the help of volunteers from YAK and peer counseling students we will be able to reach out to students and let them know that we are available if they are in a crisis situation, are concerned about a friend, having problems at home or in need of someone to listen. Through contact with an increased number of teens on our valley,

it is our hope that we can assist teens in making healthy choices around substance use, sex, peer pressure, relationships, family dynamics and planning for the future. Being an anonymous and confidential organization we are

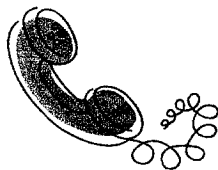
a safe place for teens to call when they need to talk and may not be sure in what direction to turn.

We have many teen resources for them to contact. With our trained volunteers and referrals we can assist them in letting them know that help is available for them and how to go about obtaining it.



If I can stop one heart  
from breaking,  
I shall not live in vain.  
If I can ease one life the  
aching,  
Or cool one pain,  
Or help one fainting robin  
unto his nest again,  
I shall not live in vain.

~Emily Dickinson



## Hotline Calls

### \*A SAMPLE OF OUR CALLS INCLUDE:

- A woman whose friend is suicidal needs to know how to get guns out of the home;
- A 16-year-old girl concerned about a friend who has gone through alcohol poisoning;
- A middle-aged woman whose father committed suicide;
- An elderly woman whose electricity is being cut off by the power company;
- A young mother looking for the nearest domestic violence shelter that will take her and her children;
- An unemployed 40-year old man needing transportation to an interview;
- A 45-year old caller looking for an affordable drug treatment center for their crack-addicted daughter;
- A teenage girl who is being abused by her father.

Such problems, left un-addressed, can often lead to other problems such as alcohol abuse, drug abuse, child abuse, depression, homicide, and/or suicide.

\*Details have been changed to protect identities.

Callers in crisis, those who need emotional support, or those wanting assistance with basic needs such as food, housing, and affordable health services speak with trained crisis counselors and information specialists.

### OUR TRAINED HOTLINE VOLUNTEERS:

- ♦ Help callers identify their most pressing needs, explore options, form action plans, set goals, and/or assist callers with referrals;
- ♦ Provide callers with the opportunity to talk about their problems and feelings without being judged;
- ♦ Help callers consider healthy options;
- ♦ Help callers form workable solutions and plans of action.
- ♦ Provide information about appropriate and affordable service agencies, churches, support groups, 12-step programs, and legal, medical, or mental health services, assist callers in contacting those resources;
- ♦ Persuade suicidal or homicidal callers to agree to a follow-up call, or to our sending emergency help.



# Spring Wine Tasting Event and Silent Auction

Step back in history to enjoy an evening with us at the historic Ellsworth Inn Estate. Along with a silent auction, wine-tasting and sample gourmet appetizers from local chefs you will be able to tour the charming guest rooms of this 1920's Inn which as recently been refurbished to provide comfort and conveniences while retaining the charm of an earlier era.



**The Inn at Ellsworth Estate**  
702 3rd Avenue South, Hailey

**May 17, 2008**

5:30pm - 7:00pm

\$25 per person

Tickets can be purchased at the door or by calling the office: 788-0735

*Sometimes  
our light goes out  
but is blown  
into flame  
by another  
human being.  
Each of us owes  
deepest thanks  
to those who have  
rekindled the light.  
-Albert Schweitzer*

## Cell Phone Fundraiser

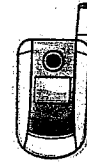
The Crisis Hotline has set up ongoing donation drop-off boxes for used cell phones which will be recycled. Please donate all of your used cell phones for our fundraiser.

### Drop off Locations:

**Ketchum:** Business as Usual, Jane's, and Video West.

**Sun Valley:** Towne & Parke Jewelers.

**Hailey:** Copy & Print, Flolos, Jane's, Zaneys, Edge Wireless,



Radio Shack, and our office: 418 N. River Street.

We eventually sell the phones to a recycling company.

For more drop-off locations, or for pick-up, please call the office at 788-0735.

## Crisis Hotline Volunteer Training

This April, we will be offering our 25th volunteer training.

Participation in the training is free of charge, and it is open to anyone interested in developing listening skills and learning about the dynamics of family violence, alcoholism, codependency, child abuse and neglect, mental illness, sexual assault, suicide and more.

The training sessions will be given by professional health care specialists. Those involved in the training will also

learn about the many organizations within our community that offer services and support such as The Advocates, St. Luke's Center for Community Health, NAMI, Hospice, Public Health, Idaho Department of Health and Welfare, and many more.

### April 3 through May 1

Thursday evenings, and two Monday evenings from 7:00pm to 9:00pm. Please call our office at to sign up.

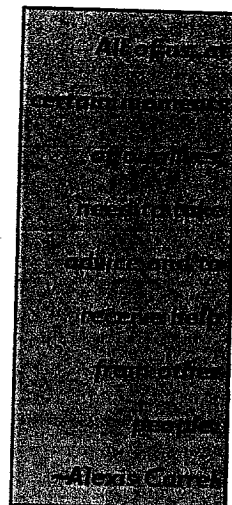
788-0735



# Wish List/Fund Raising Opportunities

The following services are in need of funding. Please send your generous donation in the enclosed self-addressed envelope.

- Hiring professionals in the crisis and services fields to speak at our volunteer training and teen outreach program.
- Printing of our publications such as brochures, posters, flyers.
- Setting up a Crisis Hotline Internet site.
- Funding for programs in our Teen Community Outreach.
- Paying for media: radio and newspaper ads.
- Donations, such as automobiles and silent auction items.



## \*On the Line

Twenty four hours a day Crisis Hotline volunteers are available to answer calls. The calls are often dramatic, touching, and are very real.

"Jonathan" called to say that he was depressed and suicidal. He had been through a very hard time during the past month. His brother died suddenly following a routine operation—they had been very close. His girlfriend of five years left him shortly afterward.

He then shared that his relatives, whom he helped a lot, were being abusive to him and that he was having anxiety attacks and couldn't sleep.

He had attempted suicide two weeks prior but had not succeeded. Everything was just too much for him to handle emotionally. He felt he was really trying to be a good person and do the right things but wasn't able to cope. No one seemed to appreciate him.

After really listening to his issues, the volunteer on the phone suggested that he do some of the things he really enjoyed, such as taking his dog for walks and going fishing.

He was given the phone number of Health and Welfare for counseling. He promised to speak to his doctor about the medication he was taking. He was also encouraged to call back as often as needed.

He called back a week later to say that he was feeling positive and hopeful and was planning to get out to meet new people. He was very thankful to have had "someone in his corner" to talk to.

## A Caller's Follow-up Story

I found myself in Gooding County Jail six weeks ago. I am fairly new to Idaho and know very few people here. The person I came to Idaho to be with was the man that had me thrown in jail. He had come home drunk and we argued. He yelled and told me to leave - but there was a storm out - the worst blizzard Gooding County as seen in 12 or so years. He tried to physically push

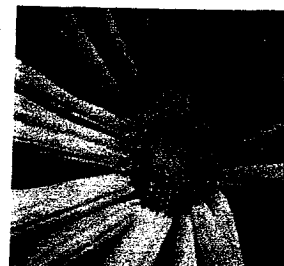
me out the door. In the scuffle, I scratched him and consequently I was the one arrested.

My cellmate was a wonderful woman who opened my eyes to a lot of things in our short time together. She got me in touch with the Crisis Hotline. They were an absolute God-send! They helped me reach people and I was able to make bail and get back to work.

Since then I have successfully settled into a new life. I am also well on my way to addressing the issues that caused my incarceration.

I encourage anyone in need to call The Crisis Hotline. Their help was invaluable. Who knows what kind of help they can give you! I myself am forever indebted to them.

- "Ann"



\* Names and details have been changed to protect identities.

# CRISIS HOTLINE

(208) 726-3596 Call Us: We Can Help: (208) 788-3596

Post Office Box 939, Ketchum, Idaho 83340

Please send your generous donation in the enclosed envelope.

It is one of the most beautiful compensations of life, that no one can sincerely try to help another without helping himself.  
~Ralph Waldo Emerson

## Upcoming Events 2008

### **Wine Tasting/Silent Auction**

May 17

The Inn at Ellsworth Estate

### **Annual Fireworks Sale**

June 25 - July 5

Ketchum Heritage Mall

### **Fall Fundraiser Dinner**

Ketchum Grill

Date to be announced





**AGENDA ITEM SUMMARY**

**DATE:** 04/28/08 **DEPARTMENT:** Public Works

**DEPT. HEAD SIGNATURE:** 

**SUBJECT:**

Request for approval of a Mother's Day Flower Sale Special Event by Clearwater Nursery at Elbie's Automotive, 210 Main St. S, on 05/08/08-05/11/08, 9:00am – 5:00pm each day.

**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	____ Engineer	____ Building
____ Library	____ Planning	____ Fire Dept.	_____
____ Safety Committee	____ P & Z Commission	____ Police	_____
____ Streets	____ Public Works, Parks	____ Mayor	_____

**RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:**

Department heads have approved this special event.  
Please see attached letter for recommendations and conditions.

**FOLLOW-UP REMARKS:**

\*



## SPECIAL EVENT PERMIT APPLICATION

**I. EVENT NAME:** Mothers Day Flower Sale

**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

Elbie's Automotive 210 S main St.

**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
5/8 - 5/11	Start Time: 9:00am    End Time: 5:00pm.	One Hour Interval: 10 All Day:
	Start Time:                      End Time:	One Hour Interval: All Day:
Date of Set-Up		
5/8	Start Time: 8:30am    End Time: 9:00am	
Date of Tear Down		
5/11	Start Time:                      End Time:	

**IV. FEES**

Special Event Permit Application Fee	\$125	<input checked="" type="checkbox"/>	<u>125<sup>00</sup></u>
Per Day Park Rental Fee (Waived for non-profits)	\$500	<input type="checkbox"/>	_____
Security Deposit	\$500	<input type="checkbox"/>	_____
Tax (on park rental fees only)	6%	<input type="checkbox"/>	_____
<b>TOTAL DUE</b>			<u>125<sup>00</sup></u>
Additional Deposit Required		<input type="checkbox"/>	_____

**V. ORGANIZATION INFORMATION**

Applicant's Name: Clearwater Nursery Title: \_\_\_\_\_

Mailing Address: 110 Honeysuckle St. Zip Code: 83313

Street Address: Same as above City: Belleuve State: Id.

Day Telephone: 208 788-5774 Evening Telephone: Same

FAX Number: 208 788-5729 E-Mail Address: rpotter@clearwaternursery.to

# City of Hailey

115 MAIN STREET SOUTH, SUITE H  
HAILEY, IDAHO 83333

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

April 28, 2008

Clearwater Nursery  
Rick Potter  
110 Honeysuckle Street  
Bellevue, ID 83313

Subject: Special Event Approval

Dear Rick:

Congratulations! The Mother's Day Flower Sale Special Event, scheduled for May 8 – May 11, 2008, has been approved by the City Council. Enclosed you will find a signed copy of the City Council's Decision, as well as an Agreement form. Please sign the Agreement, make a copy for your records and return the original to the City of Hailey. The Decision form does not need to be returned. The special event permit certificate will be mailed to you upon our receipt of the Agreement form.

Please note the following conditions connected with the approval of your event:

- Applicant shall provide signs denoting appropriate parking areas and no parking on Main Street in front of Elbie's Automotive.

Thank you for choosing the City of Hailey as the venue for your Special Event.

Sincerely,

Mary Cone  
City Clerk

## DECISION

Based on the Application for a Special Event Permit for the Mother's Day Flower Sale, the City of Hailey, pursuant to Chapter 12.14 of the Hailey Municipal Code, approves the Application and grants the Special Event Permit, subject to the following conditions:

### Standard Conditions

- a. The Applicant shall comply with the terms, plans, covenants and provisions of the Application, as approved or as modified by the City of Hailey.
- b. The Applicant shall comply with all applicable local, state and federal laws, regulations and ordinances before, during and after the Special Event(s).
- c. The Applicant shall execute an agreement, relating to the reimbursement of expenses, indemnification and other provisions immediately upon the approval of the application for the Special Events Permit.
- d. In the event the Applicant fails to comply with all the conditions set forth herein, the City may revoke the Special Events Permit, in whole or in part.
- e. The Applicant shall maintain in full force and effect general liability coverage during the Special Event(s) in the amount of \$1,000,000, with the City of Hailey as an additional named insured.

### Other Condition

- Applicant shall provide signs denoting appropriate parking areas and no parking on Main Street in front of Elbie's Automotive.

DATED this 28th day of April, 2008.

CITY OF HAILEY

By: \_\_\_\_\_  
Rick Davis, its Mayor

ATTEST:

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

CITY OF HAILEY ■ 115 MAIN ST. S., SUITE H ■ HAILEY, IDAHO 83333 ■ 788-4221



## AGREEMENT

In consideration of the granting of a special event permit by the City of Hailey ("the City") for the Mother's Day Flower Sale that will occur on May 08 – May 11, 2008 from 9:00 a.m. to 5:00 p.m., plus specified set up and teardown time, ("the Event"), and pursuant to Section 12.14 of the Hailey Municipal Code, the undersigned, as the applicant ("Applicant") of a Special Event Permit from the City for the Event, does hereby agree to reimburse the City for any costs incurred by the City in repairing damage or providing any services or materials resulting from the Event. The Applicant agrees that such costs may be deducted from a non-refundable security deposit or additional deposit as established by the City, and that if costs exceed any deposit made by the applicant, further reimbursement will be made to the City upon demand. The Applicant hereby agrees to indemnify, defend and hold harmless the City and its officers and employees, in their official and individual capacities, from any and all claims, demands, obligations, liabilities, lawsuits, judgments, attorneys' fees, costs, expenses and damages of any nature caused by or arising out of, or connected with the Event. In the event either party hereto is required to retain counsel to enforce a provision of this Agreement, or to recover damages resulting from a breach hereof, the prevailing party shall be entitled to recover from the other party all reasonable attorney's fees incurred herein or on appeal, or in bankruptcy proceedings. The Applicant agrees to comply with all the laws and ordinances of the City of Hailey, Idaho applicable to the subject matter thereof, and to conduct the Event in accordance with the terms and provisions of the application for a Special Event Permit, as approved or as modified by the City, and all conditions of the Special Event Permit. The Applicant agrees that the Special Event Permit is nontransferable and shall be conducted only for the dates and locations as approved by the City.

IN WITNESS WHEREOF, Applicant and the City have executed this Agreement on this 28th day of April, 2008.

APPLICANT:

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

(please sign and print name and title, if applicable)

CITY OF HAILEY:

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

Rick Davis, its Mayor

ATTEST:

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

CITY OF HAILEY ■ 115 MAIN ST. S., SUITE H ■ HAILEY, IDAHO 83333 ■ 788-4221

**CITY OF HAILEY**

**Special Event Permit**

**Mother's Day Flower Sale**

**On Main Street at Elbie's Automotive**

**This permit is valid May 08 – May 11, 2008**

*City Clerk*

*Issue Date*

## FINDINGS OF FACT, CONCLUSIONS OF LAW AND DECISION

On April 14, 2008, the Hailey City Council considered the application by Sweetwater, LLC for Final Plat approval of Sweetwater PUD Townhouses: Block 4: Sublots 25-35 and 58-71. The Council, having been presented with all information and testimony in favor and in opposition to the proposal, hereby makes the following Findings of Fact, Conclusions of Law and Decision.

### FINDINGS OF FACT

#### Notice

Notice for the public hearing was published in the Wood River Journal and mailed to property owners within 300 feet on March 26, 2008.

#### Application

Sweetwater LLC, represented by Benchmark Associates, has submitted an application for Final Plat approval of 25 sublots wherein Parcel "B" of Sweetwater PUD Townhouses: Block 4: Sublots 1-24 is subdivided creating Sublots 25-35 and 58-71 and Parcels "B1" and "B2".

#### Procedural History

The Sweetwater PUD Agreement includes the following provision for phasing:

Within each Block, separate individual townhouse plats may be recorded for groups of buildings and condominium plats may be recorded for individual buildings. Said plats may be recorded in an orderly and reasonable fashion in groupings to be approved by the City Planning Administrator, such approval not to be unreasonably withheld, so long as all essential services are available to a completed townhouse or condominium structure prior to the recording of a final plat encompassing that building, all infrastructure is completed in accordance with the schedule described herein and a certificate of occupancy has been issued for all the units within the plat encompassing such building, or sufficient security pledged to ensure completion of the same. Prior to the commencement of each phase, Sweetwater shall submit to the City Planning Administrator for approval a schedule for said phase showing proposed groupings of buildings within individual plats.

The applicants have presented a schedule for the proposed groupings of buildings to be townhoused within Block 4. This schedule is acceptable to the Planning Administrator.

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

### **SECTION 3 – PROCEDURE**

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

The Hearing Examiner conditionally approved the preliminary plat of Sweetwater PUD Townhouses: Block 4: Sublots 1-45 and 54-71 (consisting of 63 sublots) on April 20, 2007. Conditions of approval are noted below.

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

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

#### **Conditions of Preliminary Plat Approval**

**a) The final plat shall include a note stating that the subdivision is subject to the recorded Party Wall Agreement and CC&R's, along with the instrument numbers thereof.**

This condition is addressed in plat note #5. A condition of final plat approval regarding plat notes is included to ensure this plat note is recorded.

**b) All Fire Department and Building Department requirements shall be met. Items to be completed at the applicant's sole expense include, but will not be limited to, the following requirements and improvements:**

- **Silo Way, Grange Way, and Heartland Way shall be posted as a fire lane according to the Fire Chief's instructions.**

Applicant indicates signage has been ordered and will be installed when received. This condition is carried over to ensure compliance prior to recordation.

**c) All City infrastructure requirements shall be met as outlined in Section 5 of the Hailey Subdivision Ordinance.**

This condition is carried over to ensure compliance prior to recordation.

**d) All improvements and other requirements shall be completed and accepted, or surety provided pursuant to Sections 3.3.7 and 5.9.1 of the Subdivision Ordinance, prior to recordation of the final plat.**

This condition is carried over to ensure compliance prior to recordation.

**e) A plat note shall be added referencing Sublots 4, 10, 21, 26, 33, 39 and 44, Block 4, as Community Housing Units and subject to a deed restriction.**

Sublots 4, 10 and 21 were designated on the final plat of Sublots 1-24. Plat note #13 designates Sublots 26 and 33 as Community Housing Units. A condition of final plat approval regarding plat

notes is included to ensure this plat note is recorded. A deed restriction has been approved by the parties; that deed restriction must be executed and recorded prior to recording the final plat.

**f) The final plat must be submitted within one (1) calendar year from the date of approval of the preliminary plat, unless otherwise allowed for within a phasing agreement.**

An approved Phasing Agreement is in effect.

### **Department Comments**

#### **City Engineer:**

Sweetwater needs to submit State drywell permits and fees before I sign the final plat. This is in addition to the subdivision inspection fees still due. Once all the remaining infrastructure work determined they will need to provide us with a cost estimate for bonding and for my approval.

#### **Water:**

The Water Department has approved their portion of the current work.

#### **Streets:**

1. Catch basin bottoms do not have the settling area required by city standards.
2. Manhole in Woodside needs to be lowered.
3. Barrow pit along Woodside Blvd needs to be finished.

### **Standards of Evaluation**

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

#### **Bulk requirements:**

The subject property comprises a Planned Unit Development (PUD). Certain bulk requirements were modified through the PUD process, as referenced in the PUD Agreement. The overall density of the development is slightly over 19 units per acre.

## **SECTION 4 – DEVELOPMENT STANDARDS**

### **4.10 Parks**

The prior rezone of the subject property, effective May 5, 2005, was pursuant to a development agreement that set forth the park contribution the owner or any subsequent owner(s) would be required to make upon development of the parcel. The required contribution is: [a] creation of park space four-tenths (.4) of an acre in size to be provided for the residents in the development, which "shall be developed as undedicated park space in conformity with § 4.10 of the Hailey Subdivision Ordinance pertaining to park standards", and [b] a payment to the City of \$390,000 as an in lieu parks contribution for 1.2 acres. The PUD Agreement addresses this contribution; \$1,000 per units is to be paid with each townhouse/condominium plat. Payment is required prior to each final plat being recorded. Payment for 25 units will be a condition of this final plat approval; payment for Units 1 – 24 (approved June 25, 2007) will also be required prior to recording that final plat.

#### 4.11 Inclusionary Community Housing

Community Housing will be required for this development under the provisions of this ordinance. The Community Housing Plan is addressed in the PUD Agreement. The requirements are to be met as follows:

1. Conveyance of land, pursuant to 4.11.5.1.2, for 50% of the Community Housing Units (the income restricted units) totaling 40 units.
2. Alternative deed restrictions pursuant to 4.11.5.1.6, for 50% of the Community Housing Units, which will be constructed on site and dispersed throughout the site in the 4, 5 and 6-unit townhomes, 14-unit condos, and live work townhomes, totaling 40 units.

The PUD Agreement sets forth the phasing of the Community Housing units in the development. Ten (10) Community Housing units are to be completed within each phase. The subject application contains two (2) Community Housing units. Plat note #13 identifies Sublots 26 and 33 as Community Housing and subject to a deed restriction. Three (3) units were designated on the final plat of Sublots 1-24. With the recording of both final plats a total of five (5) Community Housing units will be platted.

#### TOWNHOUSES (Section 8 of the Subdivision Ordinance)

- 8.1 **Plat Procedure.** The Developer of the townhouse development shall submit with the preliminary plat application and all other information required herein a copy of the proposed party wall agreement and the proposed document(s) creating an association of owners of the proposed townhouse sub-lots, which shall adequately provide for the control (including billing where applicable) and maintenance of all common utilities, commonly held facilities, garages, parking and/or Green Spaces. Prior to final plat approval, the Developer shall submit to the City a final copy of the party wall agreement and any other such documents and shall record the documents prior to or at the same time of the recordation of the plat, which plat shall reflect the recording instrument numbers thereupon.

Townhouse Declarations and CCRs have been submitted and address easements, party walls, and maintenance. The City has not and will not in the future determine the enforceability or validity of townhouse declarations, party wall agreements, or other private agreements.

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

Garages are within the buildings.

- 8.3 **Storage/Parking Areas.** Residential townhouse developments shall provide parking spaces according to the requirements of Article IX of the Zoning Ordinance.

A total of 631 spaces are required for the entire project; 1053 are proposed. Of these, 776 spaces are in basement levels (74% of all on-site parking).

**8.4 Construction standards.** All townhouse development construction shall be in accordance with the IBC, IRC and IFC. Each townhouse unit must have separate water, sewer and utility services, which do not pass through another building or unit.

All townhouse units have separate utility services.

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

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

**8.6 Expiration.** Townhouse developments which have received final plat approval shall have a period of three calendar years from the date of final plat approval by the Council to obtain a building permit. Developments which have not received a building permit shall be null and void and the plats associated therewith shall be vacated by the Council. If a development is to be phased, construction of the second and succeeding phases shall be contingent upon completion of the preceding phase unless the requirement is waived by the Council. Further, if construction on any townhouse development or phase of any development ceases or is not diligently pursued for a period of three years without the prior consent of the Council, that portion of the plat pertinent to the undeveloped portion of the development shall be vacated.

N/A – the buildings are all under construction.

## CONCLUSIONS OF LAW AND DECISION

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

1. Adequate notice, pursuant to Section 3 of the Hailey Subdivision Ordinance, was given for the public hearing.
2. Upon compliance with the conditions noted below, the application substantially meets the standards of approval set forth in the Hailey Subdivision Ordinance.
3. The application for Final Plat, dated February 26, 2008 is approved by the Hailey City Council, with the following conditions:
  - a) The final plat submitted for recordation shall include plat notes 1 through 13 as stated on the proposed final plat with the following amendments and additions:
    - Note 13 shall be amended to state, "Sublots 26 and 33, Block 4 are Community Housing Units and subject to a Community Housing Open Market Deed Restriction, recorded as Instrument No. \_\_\_\_\_, records of Blaine County Idaho"
    - 10 foot sewer easement shall also be dedicated to the benefit the City of Hailey
    - Note 9 shall be amended to delete "sidewalks and"
    - Note 14 shall be added stating, "A 10 foot wide public pedestrian access easement exists between sublots 64 and 65"

- Note 15 shall be added stating, "A 5 foot wide public pedestrian access easement between Parcel B1 and the north lot lines of sublots 58, 59, 60 and 61, between Parcel B2 generally and the north lot lines of sublots 68, 69, 70 and 71 and between sublots 29 and 30 as designated on the plat". The applicant shall designate the easements described herein on the plat.
  - Notes 1, 3 and 6 shall be amended to delete "Refer" and to add "The property shown herein is subject to..."
  - A note shall be added stating, "This property is subject to the Noise and Avigation Easement and Non-Suit Covenant recorded as Instrument No. \_\_\_\_\_, records of the County Recorder, Blaine County, Idaho."
  - A note shall be added stating, "This property is subject to an easement of airspace for aircraft flight above an elevation of 6115.00 mean sea level datum"
  - A airport noise disclosure note shall be added stating, "Lot owners, their tenants, and guests are advised and is of the opinion that the subject property is located in a noise-impacted area; that these present and future noise impacts might be annoying to users of the land for its stated purpose and might interfere with the unrestricted use and enjoyment of the property in its intended use; that these noise impacts might change over time by virtue of greater numbers of aircraft, louder aircraft, seasonal variations, and time-of-day variations; that changes in airport, aircraft, and air traffic control operating procedures or in airport layout could result in increased noise impacts; and that the Grantor's or user's own personal perceptions of the noise exposure could change and that his or her sensitivity to aircraft noise could increase."
- b) All Fire Department and Building Department requirements shall be met. Items to be completed at the applicant's sole expense include, but will not be limited to, the following requirements and improvements:
- Silo Way, Grange Way, and Heartland Way shall be posted as a fire lane according to the Fire Chief's instructions.
- c) The alternative deed restriction for on-site Community Housing Units shall be executed and recorded prior to recording the final plat of Sublots 25-35 and 58-71 and Parcels "B1" and "B2".
- d) All City infrastructure requirements shall be met as outlined in Section 5 of the Hailey Subdivision Ordinance, including but not limited to:
- State drywell permits and fees shall be submitted
  - Construct settling area required by city standards for catch basin bottoms
  - Lower manhole in Woodside to City Standards
  - Finish barrow pit along Woodside Blvd to City Standards
- e) All improvements and other requirements shall be completed and accepted, or surety provided pursuant to Sections 3.3.7 and 5.9.1 of the Subdivision Ordinance, prior to recordation of the final plat.
- f) The final plat shall be recorded within one year of the date of final plat approval (unless otherwise provided for within a phasing agreement). The final plat submitted for signature shall conform to the requirements found in Article 50-1301 (et. seq.) of the Idaho Code (as amended) and to the requirements set forth by Blaine County for digital plat submittals. The



applicant shall provide the City with a letter-size or ledger-size photocopy of the recorded plat showing the instrument number and date of recordation.

- g) Any subdivision inspection fees due shall be paid prior to recording the final plat.
- h) Payment in lieu parks contribution of \$1,000 per unit for 25 units shall be paid with each townhouse/condominium plat. Payment is required prior to recording the final plat.

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

\_\_\_\_\_  
Richard L. Davis, Mayor, City of Hailey

Attest:

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

### CERTIFICATE OF SERVICE

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

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

CITY OF HAILEY

By \_\_\_\_\_  
Becky Mead, Administrative Assistant



## FINDINGS OF FACT, CONCLUSIONS OF LAW AND DECISION

On April 14, 2008, the Hailey City Council considered the application by Blaine County School District for Final Plat approval of Woodyard Subdivision. 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 was mailed to property owners within 300 feet on March 26, 2008.

#### Application

The Blaine County School District, represented by Kevin Lupton and the Wood River High School Building Academy, has submitted an application for Final Plat approval for the subdivision of Lot 10, Block 62, Woodside Subdivision #15 into 3 residential lots ranging in size from 6,142 square feet to 8,565 square feet. The total land area of the project is approximately 0.50 acres.

#### Procedural History

### SECTION 3 – PROCEDURE

#### 3.3 Final Plat Approval.

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

The preliminary plat application was heard by the Hailey Hearing Examiner on February 8, 2008. This is a short plat procedure; the final plat is permitted to go directly to the Council.

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

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

#### Conditions of Preliminary Plat Approval

- a) All Fire Department and Building Department requirements shall be met.
  - Addressing will be as follows: Lot 1- 2721 Winterhaven Drive, Lot 2 – 2741

**Winterhaven Drive and Lot 3 – 2761 Winterhaven Drive.**

This condition is carried over.

- b) **All City infrastructure requirements shall be met as outlined in Section 5 of the Hailey Subdivision Ordinance. Detailed plans for all infrastructure to be installed or improved at or adjacent to the site shall be submitted for Department Head approval and shall meet City Standards where required. Infrastructure to be completed at the applicant's sole expense include, but will not be limited to, the following requirements and improvements:**

- **Sewer services to Lots 1 and 3 shall be centered on the lots.**
- **All road cuts shall meet City Standards.**
- **An encroachment permit will be needed for road cuts.**
- **A 6 foot wide sidewalk must be installed adjacent to the property on both Woodside Boulevard and Winterhaven Drive.**

This condition is carried over with the addition of water service being provided to Lots 1 and 2

- c) **The applicant shall dedicate 5,178 square feet gross (3,620 square feet net) of land adjacent to Lot 2 of the Woodside Elementary PUD Subdivision as public park space in order to meet Section 4.10.1.1 of the Subdivision Ordinance.**

Lot 2 of the Woodside Elementary PUD Subdivision was 25,946 square feet. The plat has been amended to show Lot 2 as 31,232 square feet; an addition of 5,286 square feet. This condition is carried over to ensure compliance at the time of recordation.

- d) **The applicant shall grant a Noise and Avigation Easement and non-suit covenant to the City of Hailey, Blaine County, and the Friedman Memorial Airport Authority, which shall be recorded concurrently with the final plat**

This condition is carried over.

- e) **Issuance of permits for the construction of buildings within the proposed subdivision shall be subject to Section 2.9 of the Subdivision Ordinance.**

This condition is carried over.

- f) **All improvements and other requirements shall be completed and accepted, or surety provided pursuant to Sections 3.3.7 and 5.9.1 of the Subdivision Ordinance, prior to recordation of the final plat.**

This condition is carried over.

- g) **The final plat must be submitted within one (1) calendar year from the date of approval of the preliminary plat, unless otherwise allowed for within a phasing agreement.**

This condition has been met.

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

This condition is carried over.

**Department Head Comments**

**Water and Sewer issues:**

Water service shall be provided to Lots 1 and 2.

**Standards of Evaluation**

**SECTION 4 – DEVELOPMENT STANDARDS**

Development standards were reviewed in detail during the preliminary plat approval process and compliance is documented in the preliminary plat Findings of Fact and Decision. No changes have been made to the plat since preliminary plat approval.

**SECTION 5 - IMPROVEMENTS REQUIRED.**

- 5.1 It shall be a requirement of the Developer to construct the minimum improvements set forth herein and any required improvements for the subdivision, all to City Standards.**
- 5.1.1 Six (6) copies of all improvement plans shall be filed with the City Engineer and made available to each department head. Upon final approval two (2) sets of revised plans shall be returned to the Developer at the pre-construction conference with the City Engineer's written approval thereon. One set of final plans shall be on-site at all times for inspection purposes and to note all field changes upon.**
- 5.1.2 Prior to the start of any construction, it shall be required that a pre-construction meeting be conducted with the Developer or his authorized representative/engineer, the contractor, the City Engineer and appropriate City departments. An approved set of plans shall be provided to the Developer and contractor at or shortly after this meeting.**
- 5.1.3 The Developer shall guarantee all improvements pursuant to this Section for no less than one year from the date of final acceptance by the City, except that parks shall be guaranteed and maintained by the Developer for a period of two years.**
- 5.2 The Developer shall construct all streets, alleys, curb and gutter, lighting, sidewalks, street trees and landscaping, and irrigation systems to meet City Standards, the requirements of this ordinance, the approval of the Council, and to the finished grades which have been officially approved by the City Engineer as shown upon approved plans and profiles. The Developer shall pave all streets and alleys with an asphalt plant-mix, and shall chip-seal streets and alleys within one year of construction.**
- 5.2.1 Street cuts made for the installation of services under any existing improved public street shall be repaired in a manner which shall satisfy the Street.**

Superintendent, shall have been approved by the Hailey City Engineer or his authorized representative, and shall meet City Standards. Repair may include patching, skim coats of asphalt or, if the total area of asphalt removed exceeds 25% of the street area, the complete removal and replacement of all paving adjacent to the development. Street cut repairs shall also be guaranteed for no less than one year.

- 5.2.2 Street name signs and traffic control signs shall be erected by the Developer in accordance with City Standards, and the street name signs and traffic control signs shall thereafter be maintained by the City.
- 5.2.3 Street lights in the Recreational Green Belt, Limited Residential, General Residential, and Transitional zoning districts are not required improvements. Where proposed, street lighting in all zoning districts shall meet all requirements of Chapter VIII B of the Hailey Zoning Ordinance. N/A
- 5.3 The Developer shall construct a municipal sanitary sewer connection for each and every developable lot within the development. The Developer shall provide sewer mains of adequate size and configuration in accordance with City Standards, and all federal, state, and local regulations. Such mains shall provide wastewater flow throughout the development. All sewer plans shall be submitted to the City Engineer for review and approval. At the City Engineer's discretion, plans may be required to be submitted to the Idaho Department of Environmental Quality (DEQ) for review and comments.
- 5.4 The developer shall construct a municipal potable water connection, water meter and water meter vault in accordance with City Standards, or other equipment as may be approved by the City Engineer, for each and every developable lot within the development. The Developer shall provide water mains and services of adequate size and configuration in accordance with City Standards, and all federal, state, and local regulations. Such water connection shall provide all necessary appurtenances for fire protection, including fire hydrants, which shall be located in accordance with the IFC and under the approval of the Hailey Fire Chief. All water plans shall be submitted to the City Engineer for review and approval. At the City Engineer's discretion, plans may be required to be submitted to the Idaho Department of Environmental Quality (DEQ) for review and comments.
- 5.4.1 Within the Townsite Overlay District, where water main lines within the alley are less than six (6) feet deep, the developer shall install insulating material (blue board insulation or similar material) for each and every individual water service line and main line between and including the subject property and the nearest public street, as recommended by the City Engineer. N/A
- 5.5 The Developer shall provide drainage areas of adequate size and number to meet

the approval of the Street Superintendent and the City Engineer or his authorized representative.

- 5.6 The Developer shall construct each and every individual service connection and all necessary trunk lines, and/or conduits for those improvements, for natural gas, electricity, telephone, and cable television to the property line before placing base gravel for the street or alley.
- 5.7 The Developer shall improve all parks and Green Space areas as presented to and approved by the Commission and Council.
- 5.8 All improvements are to be installed under the specifications and inspection of the City Engineer or his authorized representative. The minimum construction requirements shall meet City Standards or the Department of Environmental Quality (DEQ) standards, whichever is the more stringent.
- 5.9 Installation of all infrastructure improvements must be completed by the Developer, and inspected and accepted by the City prior to signature of the plat by City representatives, or according to a phasing agreement. A post-construction conference shall be requested by the Developer and/or contractor and conducted with the developer and/or contractor, the City Engineer, and appropriate City departments to determine a punch list of items for final acceptance.
- 5.9.1 The Developer may, in lieu of actual construction, provide to the City security pursuant to Section 3.3.7, for all infrastructure improvements to be completed by Developer after the final plat has been signed by City representatives.
- 5.10 Prior to the acceptance by the City of any improvements installed by the Developer, three (3) sets of "as-built plans and specifications" certified by the Developer's engineer shall be filed with the City Engineer.

### CONCLUSIONS OF LAW AND DECISION

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

1. Adequate notice, pursuant to Section 3 of the Hailey Subdivision Ordinance, was given for the public hearing.
2. Upon compliance with the conditions noted below, the application substantially meets the standards of approval set forth in the Hailey Subdivision Ordinance.
3. The application for Final Plat, dated March 2008 is approved by the Hailey City Council, with the following conditions:
  - a) All Fire Department and Building Department requirements shall be met.

- Addressing will be as follows: Lot 1- 2721 Winterhaven Drive, Lot 2 – 2741 Winterhaven Drive and Lot 3 – 2761 Winterhaven Drive.
- b) All City infrastructure requirements shall be met as outlined in Section 5 of the Hailey Subdivision Ordinance. Detailed plans for all infrastructure to be installed or improved at or adjacent to the site shall be submitted for Department Head approval and shall meet City Standards where required. Infrastructure to be completed at the applicant's sole expense include, but will not be limited to, the following requirements and improvements:
- Sewer services to Lots 1 and 3 shall be centered on the lots.
  - All road cuts shall meet City Standards.
  - An encroachment permit shall be submitted for road cuts.
  - A 6 foot wide sidewalk must be installed adjacent to the property on both Woodside Boulevard and Winterhaven Drive.
  - Water service shall be provided to Lots 1 and 2
- c) The applicant shall dedicate 5,178 square feet of land adjacent to Lot 2 of the Woodside Elementary PUD Subdivision as public park space in order to meet Section 4.10.1.1 of the Subdivision Ordinance prior to recording the final plat.
- d) The final plat submitted for recordation shall include plat notes 1 through 4 as stated on the proposed final plat with the following amendments and additions:
- A note shall be added stating, "This property is subject to the Noise and Avigation Easement and Non-Suit Covenant recorded as Instrument No. \_\_\_\_\_, records of the County Recorder, Blaine County, Idaho."
  - A airport noise disclosure note shall be added stating, "Lot owners, their tenants, and guests are advised and is of the opinion that the subject property is located in a noise-impacted area; that these present and future noise impacts might be annoying to users of the land for its stated purpose and might interfere with the unrestricted use and enjoyment of the property in its intended use; that these noise impacts might change over time by virtue of greater numbers of aircraft, louder aircraft, seasonal variations, and time-of-day variations; that changes in airport, aircraft, and air traffic control operating procedures or in airport layout could result in increased noise impacts; and that the Grantor's or user's own personal perceptions of the noise exposure could change and that his or her sensitivity to aircraft noise could increase."
- e) Issuance of permits for the construction of buildings within the proposed subdivision shall be subject to Section 2.9 of the Subdivision Ordinance.
- f) All improvements and other requirements shall be completed and accepted, or surety provided pursuant to Sections 3.3.7 and 5.9.1 of the Subdivision Ordinance, prior to recordation of the final plat.
- g) The final plat shall be recorded within one year of the date of final plat approval. The



final plat submitted for signature shall conform to the requirements found in Article 50-1301 (et. seq.) of the Idaho Code (as amended) and to the requirements set forth by Blaine County for digital plat submittals. The applicant shall provide the City with a letter-size or ledger-size photocopy of the recorded plat showing the instrument number and date of recordation.

- h) Any subdivision inspection fees due shall be paid prior to recording the final plat.
- i) Any applicable development impact fees shall be paid prior to recording the final plat .

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

\_\_\_\_\_  
Richard L. Davis, Mayor, City of Hailey

Attest:

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

### CERTIFICATE OF SERVICE

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

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

CITY OF HAILEY

By \_\_\_\_\_  
Becky Mead, Administrative Assistant