

AGENDA ITEM SUMMARY

DATE: 4/13/09 DEPARTMENT: Engr DEPT. HEAD SIGNATURE: 

SUBJECT: Approve scope of work for SPF Water Engineering for Engineering Services for a 16" water Transmission main and authorize the mayor to sign.

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

Improvements to the water system pipelines are proposed as a first step to improving use of Quigley tank and setting up proper pressure zones. SPF Water Engineering will team with Galena Engineering to design a 16" transmission water main from Elm St and the bike path to a connection in the Deerfield neighborhood. This project would be bid and constructed this year.

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



April 9, 2009

Mr. Tom Hellen
City Engineer
City of Hailey
115 Main Street South, Suite H
Hailey, ID 83333

Subject: Engineering Services Proposal for 16-inch Transmission Main

Dear Tom,

SPF Water Engineering, LLC would be pleased to provide engineering services related to the 16-inch transmission main proposed for Hailey's Elm Street/Buckhorn Drive area. This main will help reduce headloss between the well supply facilities and the Quigley Tank. We have based this proposal on the assumed pipeline route that we looked at during our recent site visit, and shown in the attached figure, which is approximately 3,600 feet long.

This scope includes work with Hailey's existing hydraulic model to determine the optimal pipeline route, length, and diameter in addition to assisting with design, construction management, and permitting work. We will work closely with Galena Engineering on the pipeline work. It is our understanding that the City will contract separately with Galena for their proposed tasks. Therefore, Galena's costs are not included in this proposal.

SCOPE OF WORK

The following tasks are included in the proposed scope of work.

Task 1 – Optimize Pipeline Route and Length

SPF will work with the existing hydraulic model created by Akel Engineering to optimize the proposed pipeline route, length, and sizing. A brief technical memorandum will be provided to the City summarizing the analysis that was performed and the recommended pipeline route, length, and size. A portion of the pipeline may be recommended as 12-inch diameter pipe instead of 16-inch diameter pipe, depending on the hydraulic model analysis.

***Deliverable:** Technical memorandum summarizing hydraulic analysis and describing recommended pipeline alignment, length, and diameter.*

Task 2 – Surveying

Surveying work will be performed by Galena Engineering. We assume that Galena will provide SPF with an autoCAD drawing showing topography, existing utilities, pavement,

right-of-way lines, and as-built information for existing water and sewer mains. Galena will also provide surveying for preparation of the record drawings.

Task 3 – Prepare Design Drawings and Specifications

SPF will prepare bid documents and specifications for the proposed pipeline. Galena Engineering will prepare and stamp design drawings. SPF's standard bid documents will be used, which are based on the EJCDC (Engineers Joint Contract Documents Committee) documents.

Deliverables:

90% Bid Documents and Specifications

100% Bid Documents and Specifications for QLPE review

Construction-Ready Bid Documents and Specifications

Task 4 – Obtain the Required IDEQ Approval

We believe that this transmission main can be approved through a QLPE (Qualified Licensed Professional Engineer) review, which allows entities to speed up the IDEQ review/approval timeline by approving standard main installations themselves. Tom Hellen, City Engineer for Hailey, will be the reviewer. Galena Engineering will supply the design drawings.

Task 5 – Other Approvals/Permits

We have assumed that Galena Engineering or the City will obtain all approvals necessary other than IDEQ (QLPE) approval for construction of the pipeline. This would include obtaining any City permits, approval from the Hiawatha Canal for boring under the canal, and any other required approvals or permits required for installation of the pipeline.

Task 6 – Bidding

SPF will coordinate bidding of the pipeline project. We assume that a public bid process will be followed, including advertisements in the local paper, a pre-bid meeting, and public opening of the bids received. SPF and Galena will attend the pre-bid meeting. SPF will prepare a bid evaluation summary of the bids received. We assume that the City will accept bids, publicly open and read them, and forward the bid documents to SPF for review.

Deliverable: Bid Evaluation Summary

Task 7 – Utility and Neighborhood Coordination

Galena Engineering will perform all coordination with utilities, the Hiawatha Canal, and homeowners in the neighborhood that the pipeline route will pass through.

Task 8 – Construction Administration

SPF will provide construction support as necessary during construction of the project. This will include shop drawing reviews, responding to requests for information, minimal site visits, assistance with field changes, etc. We anticipate making only the minimum number of site visits in order to be able to provide IDEQ with as-built certification of the pipeline installation. The City or Galena Engineering will handle all detailed inspection work associated with pipeline installation.

Deliverables:

Shop Drawing Reviews

Responses to Requests for Information

Task 9 – Inspection

We assume that the City or Galena Engineering will provide detailed inspection during construction of the pipeline. Galena and SPF will coordinate closely during construction to be as efficient as possible.

Task 10 – Assistance with Fill and Testing, IDEQ Certification

SPF will assist with filling and testing the new pipeline as required. Galena Engineering will prepare sealed record drawings of the pipeline. SPF will prepare a certification letter to IDEQ that the project was constructed substantially in accordance with the plans and specifications.

TASKS SPECIFICALLY NOT INCLUDED IN THE SCOPE OF WORK

The following tasks are specifically not included in this scope of work. As discussed, SPF will work closely with Galena Engineering to complete this work. Where specifically noted, we are assuming that a task will be performed by Galena Engineering. Galena will contract directly with the City of Hailey for their portion of the work; therefore no costs for Galena are included in this proposal.

1. Surveying (performed by Galena Engineering).
2. Preparation of environmental documents or environmental permits.
3. Preparation of design or record drawings (performed by Galena Engineering)
4. Obtaining any permits or approvals other than IDEQ (QLPE) approval (performed by Galena Engineering or City).
5. Preparation of stormwater plans or stormwater permits.

6. Neighborhood and utility coordination (Performed by Galena Engineering).
7. Detailed Inspection (Performed by Galena Engineering).

SCHEDULE

We understand that you would like to install the pipeline as soon as possible. We will start work immediately on receipt of the signed proposal from the City.

ESTIMATED COSTS

SPF proposes to perform this work on a time and materials basis, as detailed on the attached schedule of fees and conditions. A current hourly rate schedule is provided as Table 1. Direct costs (travel, photocopy, postage, etc.) are billed at actual cost plus 15%. Subcontract and laboratory costs can be billed directly where appropriate.

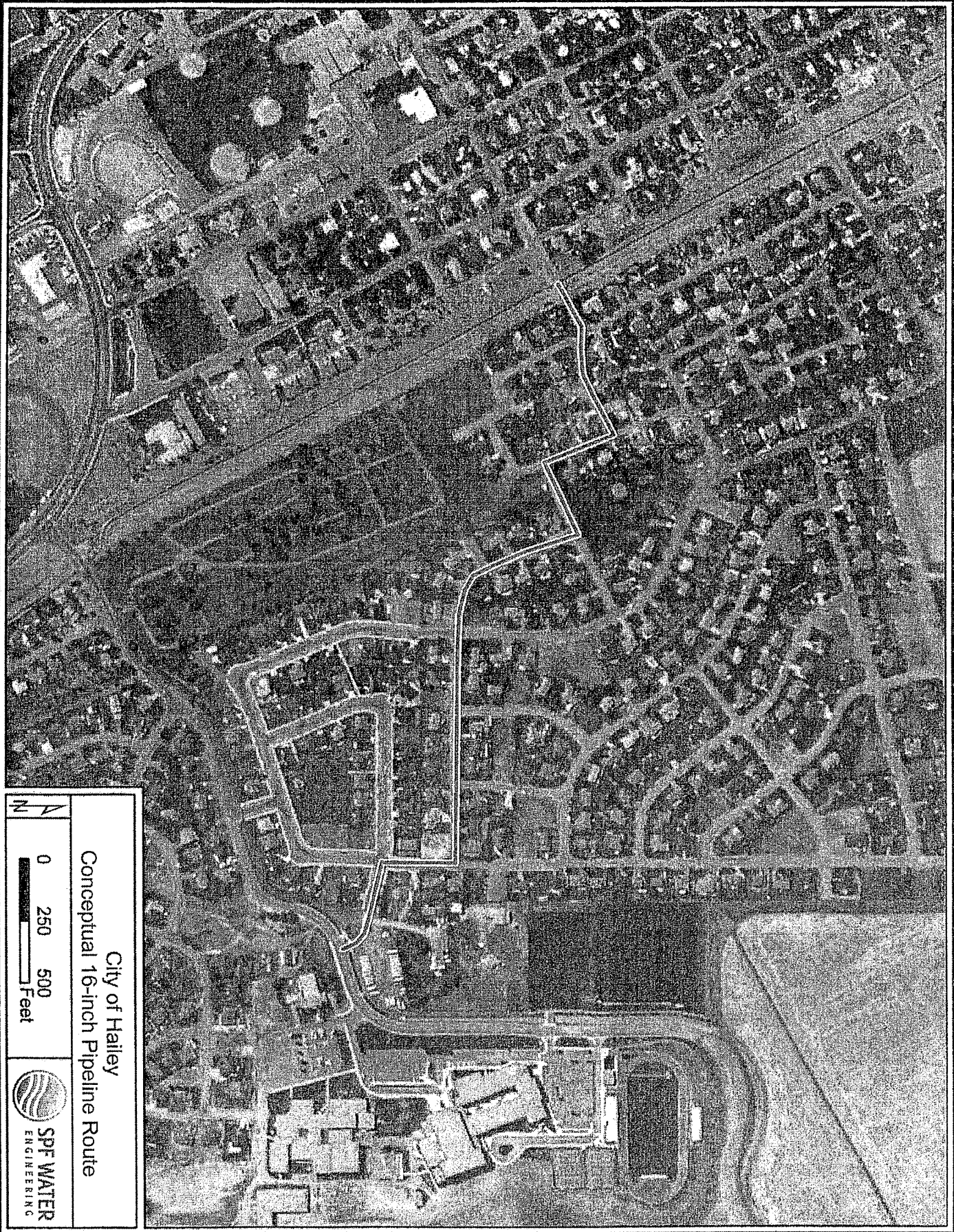
We anticipate that the total costs to complete Tasks 1, 3, 4, 6, 8, and 10 will be \$19,340 as shown in the attached Table 2, Engineering Budget Estimate. Total costs will be influenced by the route selected for the pipeline, the level of effort required to obtain construction approvals, and the amount of construction support required.

TABLE 1 - SPF WATER ENGINEERING, LLC		
SCHEDULE OF HOURLY BILLING RATES		
Personnel	Title	2009 Billing Rate
Terry Scanlan, P.E., P.G.	Principal Engineer/Hydrogeologist	\$140
Christian Petrich, Ph.D., P.E., P.G.	Principal Engineer/Hydrogeologist	\$130
Tim Farrell, P.E.	Principal Engineer	\$125
Cathy Cooper, P.E.	Principal Engineer	\$125
Scott King, P.E.	Supervising Engineer	\$120
Eric Landsberg, P.E.	Project Manager	\$120
Bob Hardgrove, P.E.	Project Manager	\$120
Stuart Hurley, P.E.	Project Manager	\$120
Jennifer Sukow, P.E., P.G.	Senior Project Engineer	\$110
Shawn Kohtz, P.E.	Project Engineer	\$100
Roxanne Brown	Senior Water Rights Specialist	\$97
Mike Martin, P.E.	Project Engineer	\$88
Lori Graves	Water Rights Specialist	\$85
Marci Pape, P.E.	Project Engineer	\$85
Kristin Van Andel, P.E.	Project Engineer	\$85
Jason Thompson, P.E.	Project Engineer	\$85
Lance Dennis, E.I.T.	Associate Engineer	\$82
Clint Long	Construction Manager	\$85
Buzz Copple	Construction Manager	\$85
Steve Bennett	Designer I	\$80
Crane Drafting	Designer II	\$78
Julie Romano	Bookkeeping	\$60
Crystal Weber	Administrative Support	\$55

Note: Rates will be increased on January 1st each year.

TABLE 2
ENGINEERING BUDGET ESTIMATE

	PM Cooper \$125	PE Landsberg \$120	CAD Bennett \$85	Total
Task 1 - Optimize Pipeline Route	8	20	0	\$3,400
Task 2 - Surveying	<i>performed by Galena Engineering</i>			
Task 3 - Prepare Bid Documents and Specifications	4	40	0	\$5,300
Task 4 - Obtain IDEQ Approval	2	4	0	\$730
Task 5 - Other Approvals	<i>performed by Galena Engineering</i>			
Task 6 - Bidding	2	8	0	\$1,210
Task 7 - Utility and Neighborhood Coordination	<i>performed by Galena Engineering</i>			
Task 8 - Construction Admin & Limited Inspection	8	40	0	\$5,800
Task 9 - Inspection	<i>performed by Galena Engineering</i>			
Task 10 - Assistance with Fill and Testing, IDEQ Certification Letter	4	20	0	\$2,900
TOTAL HOURS	28	132	0	160
TOTAL COST				\$19,340



AGREEMENT

If this proposal meets with your approval, it may serve as the basis for agreement, in accordance with the attached schedule of fees and conditions, by affixing a signature in the space provided below. This signature will be considered as a notice to proceed with a budget upper limit of \$19,340.


Please return one signed original to my office. We look forward to working with you on this project.

Respectfully submitted,

Accepted By:

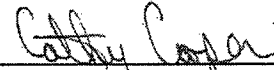
SPF WATER ENGINEERING, LLC

CITY OF HAILEY

By 
Eric Landsberg, P.E.
Project Manager/Engineer

By _____

Title _____

By 
Cathy Cooper, P.E.
Manager

Date _____

**SCHEDULE OF FEES AND CONDITIONS
SPF WATER ENGINEERING, LLC (SPF)**

A. FEES AND PAYMENT

1. The fee for services will be based on SPF's standard hourly rates (including labor cost, overhead, and profit). Non-salary expenses directly attributable to the project, such as: (1) living and traveling expenses of employees when away from the home office on business connected with the project; (2) identifiable reproduction costs applicable to the work; and (3) outside services will be charged at actual cost plus 15% service charge to cover overhead and administration. Hourly rates are adjusted on an annual basis.
2. Payment shall be due within 30 days after date of monthly invoice describing the work performed and expenses incurred during the preceding month.
3. OWNER agrees that timely payment is a material term of this Agreement and that failure to make timely payment as agreed constitutes a breach hereof. In the event payment for services rendered has not been made within 60 days from the date of invoice, SPF may, after giving 7 days written notice to OWNER, and without penalty or liability of any nature, and without waiving any claim against OWNER, suspend all work on all authorized services as set forth herein. Upon receipt of payment in full for services rendered, plus interest charges, SPF will continue with all services not inconsistent with Article C.4 herein. Payment of all compensation due SPF pursuant to this Agreement shall be a condition precedent to OWNER using any of SPF's professional services work products furnished under this Agreement.
4. In order to defray carrying charges resulting from delayed payments, simple interest at the rate of 18% per annum (but not exceeding the maximum rate allowed by law) will be added to the unpaid balance of each invoice. The interest period shall commence 30 days after date of original invoice, and shall terminate upon date of payment. Payments will be first credited to interest and then to principal. No interest charge will be added during the initial 30-day period following date of invoice.

B. COMMENCEMENT OF WORK. The work will be commenced immediately upon receipt of written notice to proceed. If after commencement of work the project is delayed for any reason beyond the control of SPF for more than 60 days, the price and schedule for services under this Agreement are subject to revision. Subsequent modifications shall be in writing and signed by the parties to this Agreement.

C. MISCELLANEOUS PROVISIONS

1. INSURANCE/INDEMNIFICATION/LIMITATION OF LIABILITY

- (a) SPF will maintain statutory limits of insurance coverage for Workers' Compensation and Employer's Liability Insurance as well as Professional Liability, General Liability and Automobile Liability Insurance and will name Owner as an additional insured on the Professional Liability, General Liability and Automobile Liability Insurance policies if specifically requested in writing.
- (b) SPF asserts that it is skilled in the professional calling necessary to the services and duties proposed to be performed, and that it shall perform such services and duties in conformance to and consistent with the standards generally recognized as being employed by professionals of SPF's caliber in the same locality, and to that end SPF agrees to indemnify and hold harmless Owner, its officers, and employees from and against claims, suits, loss, damages, costs, and expenses arising out of or resulting from the negligent acts, errors, or omissions of SPF, its officers, employees or agents in the performance of its services and duties hereunder, but not from the negligence or willful misconduct of Owner, its officers, and employees. However in no event shall SPF be liable for any special, indirect, or consequential damages as a result of its performance of the services hereunder. The total aggregate of SPF's liability to all parties related to this Agreement shall not exceed \$50,000, or the amount of SPF's fee, whichever is less.
- (c) Owner hereby understands and agrees that SPF has not created nor contributed to the creation or existence of any or all types of hazardous or toxic wastes, materials, chemical compounds, or substances, or any other type of environmental hazard or pollution, whether latent or patent, at Owner's premises, or in connection with or related to this project with respect to which SPF has been retained to provide professional engineering services. The compensation to be paid SPF for said professional engineering services is in no way commensurate with, and has not been calculated with reference to, the potential risk of injury or loss which may be caused by the exposure of persons or property to such substances or conditions. Therefore, to the fullest extent permitted by law, Owner agrees to defend, indemnify, and hold SPF, its officers, directors, employees, and consultants, harmless from and against any and all claims, damages, and expenses, whether direct, indirect, or consequential, including but not limited to, attorney's fees and court costs, arising out of, or resulting from the discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acid, alkalies, toxic chemicals, liquids, gases, or any other materials, irritants, contaminants, or pollutants in or into the atmosphere, or on, onto, upon, in, or into the surface or subsurface of soil, water, or watercourses, objects, or any tangible or intangible matter, whether sudden or not.

- (d) Nothing contained within this Agreement shall be construed or interpreted as requiring SPF to assume the status of a generator, storer, transporter, treater, or disposal facility as those terms appear within the Resource Conservation and Recovery Act, 42 USCA, §6901 et seq., as amended, or within any state statute governing the generation, treatment, storage, and disposal of waste. Further, the contents of this Agreement shall not be construed or interpreted as requiring SPF to arrange for the transportation, treatment, or disposal of hazardous substances, as described in the Comprehensive Environmental Response, Compensation, and Liability Act, 42 USCA §9601, et seq., as amended.
- (e) Notwithstanding any provisions in this Agreement to the contrary, if this project involves construction, as that term is generally understood, and SPF does not provide engineering services during construction, including but not limited to, on-site monitoring, site visits, shop drawing review, and design clarifications, Owner agrees to defend, indemnify, and hold SPF, its consultants, agents, and employees harmless from any and all liability arising out of the construction.
- (f) SPF shall not be liable for damages arising out of or resulting from the actions or inaction of governmental agencies, including but not limited to, permit processing, environmental impact reports, dedications, general plans and amendments thereto, zoning matters, annexations or consolidations, use or conditional use permits, and building permits. Owner agrees to defend, indemnify, and hold SPF, its consultants, agents, and employees harmless from any and all liability, other than that caused by the negligent acts, errors, or omissions of SPF, arising out of or resulting from the same.
- (g) Notwithstanding other terms of this Agreement to the contrary, SPF makes no warranty, whether express or implied, as to the actual capacity or drawdown of any proposed water well(s), or the quality or temperature of ground water, if any, which may be produced by any water well(s) to be drilled and developed pursuant to this Agreement. Owner understands and agrees that SPF's responsibility under this Agreement is to apply its hydrogeology expertise, and to exercise the usual standard of care in the engineering profession to develop what ground water may reasonably exist, and may be economically feasible to use, beneath the proposed site(s).

2. DOCUMENTS

- (a) All tracings, survey notes, and other original documents, as instruments of service, are and shall remain the property of SPF, except where by law or precedent these documents become public property. Owner agrees to hold harmless, indemnify, and defend SPF, its consultants, agents, and employees against all damages, claims, expenses, and losses arising out of any reuse of the plans and specifications without the written authorization of SPF.
- (b) All computer programs, software, and other like data developed during the course of the project, unless specifically developed for Owner, are and shall remain the sole property of SPF.
- (c) SPF's liability to Owner for any computer programs, software products, or related data furnished hereunder is limited solely to the correction of residual errors, minor maintenance, or update(s) as agreed. SPF makes no warranties of any kind, including any implied warranty of merchantability or of fitness for any particular purpose, or against infringement, with respect to computer programs, software products, related data, technical information, or technical assistance provided by SPF under this Agreement. In no event shall SPF, its officers, agents, or employees be liable under or in connection with this Agreement under any theory of tort, contract, strict liability, negligence, or other legal or equitable theory for incidental or consequential damages relating to any computer programs, software products, or related data furnished hereunder.
- (d) Environmental Audit/Site Assessment report(s) are prepared for Owner's sole use. Owner agrees to defend, indemnify, and hold SPF, its consultants, agents, and employees harmless against all damages, claims, expenses, and losses arising out of or resulting from any reuse of the Environmental Audit/Site Assessment report(s) without the written authorization of SPF.

3. **TERMINATION OR ABANDONMENT.** If any portion of the work is terminated or abandoned by Owner, the provisions of this Schedule of Fees and Conditions in regard to compensation and payment shall apply insofar as possible to that portion of the work not terminated or abandoned. If said termination occurs prior to completion of any phase of the project, the fee for services performed during such phase shall be based on SPF's reasonable estimate of the portion of such phase completed prior to said termination, plus a reasonable amount to reimburse SPF for termination costs.

4. **WAIVER.** SPF's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.

5. **ENTIRE AGREEMENT.** This Agreement, and its attachments, contains the entire understanding between Owner and SPF relating to professional engineering services. Any prior or contemporaneous agreements, promises, negotiations, or representations not expressly set forth herein are of no effect. Subsequent modifications or amendments to this Agreement shall be in writing and signed by the parties to this Agreement.

6. **SUCCESSORS AND ASSIGNS.** All of the terms, conditions, and provisions hereof shall inure to the benefit of and be binding upon the parties hereto, and their respective successors and assigns, provided, however, that no assignment of this Agreement shall be made without written consent of the parties to this Agreement.

7. **CONSTRUCTION ESTIMATES.** Estimates of cost for the facilities considered and designed under this Agreement are prepared by SPF through exercise of its experience and judgement in applying presently available cost data, but it is recognized that SPF has no control over costs of labor and materials, or over the construction contractor's methods of determining prices, or over competitive bidding procedures, market conditions, and unknown field conditions so that SPF cannot and does not guarantee that proposals, bids, or the project construction costs will not vary from SPF's cost estimates.

8. **INJURY TO WORKERS.** It is understood and agreed that SPF's fee is based on SPF being named as an Additional Insured on construction contractor's insurance policy for Comprehensive General Liability and Builders All Risk Liability, and Owner agrees to insert into all contracts for construction between Owner and construction contractor(s) arising out of this design a provision requiring the construction contractor(s) to defend, indemnify, and hold harmless both Owner and SPF from any and all actions arising out of the construction project, including but not limited to, injury to or death of any worker on the job site, not caused by the sole negligence of Owner or SPF.

9. **SITE VISITS.** Visits to the construction site and observations made by SPF as part of services during construction under this Agreement shall not make SPF responsible for, nor relieve the construction contractor(s) of the obligation to conduct comprehensive monitoring of the work sufficient to ensure conformance with the intent of the Contract Documents, and shall not make SPF responsible for, nor relieve the construction contractor(s) of the full responsibility for all construction means, methods, techniques, sequences, and procedures necessary for coordinating and completing all portions of the work under the construction contract(s), and for all safety precautions incidental thereto. Such visits by SPF are not to be construed as part of the monitoring duties of the on-site monitoring personnel defined below.

10. **ON-SITE MONITORING.** When SPF provides on-site monitoring personnel as part of services during construction under this Agreement, the on-site monitoring personnel will make reasonable efforts to guard Owner against defects and deficiencies in the work of the contractor(s), and to help determine if the provisions of the Contract Documents are being fulfilled. Their day-to-day monitoring will not, however, cause SPF to be responsible for those duties and responsibilities which belong to the construction contractor(s), including but not limited to, full responsibility for the means, methods, techniques, sequences, and progress of construction, and the safety precautions incidental thereto, and for performing the construction work in accordance with the Contract Documents.

11. **SEVERABILITY.** If any provision of this Agreement is declared invalid, illegal, or incapable of being enforced by any court of competent jurisdiction, all of the remaining provisions of this Agreement shall nevertheless continue in full force and effect, and no provision shall be deemed dependent upon any other provision unless so expressed herein.

AGENDA ITEM SUMMARY

DATE: 4/13/09 DEPARTMENT: Engr DEPT. HEAD SIGNATURE: 

SUBJECT: Authorize the Mayor to sign a Site Access Agreement for a continuation of the soil and water analysis at Lions Park.

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

Last fall DEQ conducted a Phase II Environmental Site Assessment at Lions Park on the north side of the ballpark area. An offer was made to conduct a similar study south of the ballpark where the WRLT used a grant to perform restoration work last summer. The WRLT is requesting our participation in applying for another grant to expand the restoration area. This study would provide information on any environmental concerns in the area. This agreement is identical to the one approved in March, 2008.

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

AGREEMENT FOR SITE ACCESS

1. **Parties.** This Agreement is entered into by and between the Idaho Department of Environmental Quality (DEQ) and City of Hailey (Owner), the owner of certain real property in Blaine County, Idaho, and more particularly described as Lion's Park located on Croy Creek Road and adjacent to the Big Wood River (Property).
2. **Right of entry.** By this Agreement the undersigned parties confirm the terms of access regarding DEQ's entry onto the Property. Owner grants to DEQ and its agents, representatives and contractors, a license of reasonable access to the Property as is necessary to undertake and complete a Site Assessment to investigate potential petroleum contamination and to determine the impacts to human health and the environment within and near the boundaries of the Property.
3. **Consideration.** In consideration of the benefit to the health and safety of the citizens of Hailey and the State of Idaho to be derived from DEQ's activities on the Property, during the effective period of this Agreement, the Owner hereby authorizes the representatives and contractors of DEQ to enter upon the Property to do those things necessary to complete the Site Assessment.
4. **Interference with project.** The Owner, its successors, assigns, employees, agents, contractors and invitees shall have full right and privilege to use the Property for any and all purposes during the effective period of this Agreement provided that such use shall not unreasonably interfere with the rights granted to DEQ hereunder. During the effective period of this Agreement, the Owner shall:
 - a. Notify DEQ in the event that Owner becomes aware that any equipment has been disturbed; and
 - b. Take no action that will disturb any equipment, or DEQ's access to the equipment, without prior notice to and approval from DEQ.
5. **Successors and Assigns.** This Agreement shall be binding upon the Owner and its successors and assigns.
6. **Duration of Agreement.** Unless the parties agree, pursuant to paragraph 9, to extend this Agreement, the Agreement and the license of reasonable entry granted herein shall continue for a period of one (1) year from its effective date.
7. **Property restoration.** Prior to the termination of this Access Agreement, DEQ agrees - to the extent reasonably possible - to restore the Property to the condition existing prior to the installation of the equipment. Upon the termination of this Agreement, DEQ's license, under this agreement, to enter upon and use the Property shall cease.

8. **Indemnification.** DEQ agrees, consistent with the Idaho Tort Claims Act, to indemnify, defend, and hold harmless the City of Hailey, and its officers, agents and employees, from and against any and all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or in connection with the acts and/or any performances or activities of DEQ, DEQ's agents, employees, or representatives under this agreement.
9. **Modification.** The undersigned parties may modify this Agreement only in writing and with each party's consent evidenced by signature.
10. **Effective date.** The effective date of this Agreement shall be the date of signature by the authorized representative of DEQ below.

DATED this ____ day of April, 2009.

Richard L. Davis, Mayor, City of Hailey
Owner

DATED this ____ day of April, 2009.

Idaho Department of Environmental Quality

AGENDA ITEM SUMMARY

DATE: 4/13/09 DEPARTMENT: Legislative DEPT. HEAD SIGNATURE: NW

SUBJECT:

Motion to approve and authorize the Mayor to sign Release of Sewer Services Agreement

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

The attorney for the Rinker Trust has asked Hailey to execute a Release of Sewer Services Agreement. I have no objection to this release. Please note that the release specifically acknowledges that a consent to annexation will be null and void. Paragraph 12 of the original Sewer Services Agreement provides that Hailey will record a notice voiding the consent to annexation if the agreement terminates. Also please note the release acknowledges that paragraph 13 survives the termination of the agreement. Paragraph 13 provides that Hailey will remain neutral on any issue relating to density in a Blaine County application.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Make a motion to approve the Release of Sewer Services Agreement and authorize the mayor to sign.

FOLLOW-UP REMARKS:

Recording Requested By and
When Recorded Return to:

HAWLEY TROXELL ENNIS & HAWLEY LLP
Attn: Brian L. Ballard
P.O. Box 1617
Boise, Idaho 83701

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

RELEASE OF SEWER SERVICES AGREEMENT

THIS RELEASE OF SEWER SERVICES AGREEMENT ("**Release**") is made as of the _____ day of _____, 2009, by and among the City of Hailey, Idaho, a municipal corporation ("**Hailey**"), and Harry S. Rinker, Trustee for the Harry S. and Diane J. Rinker Revocable Trust dated 5/10/66, as Amended and Restated ("**Trust**") with reference to the following facts:

RECITALS

A. Pursuant to that certain Sewer Services Agreement dated February 7, 2005, and recorded on March 3, 2005, as Instrument No. 517483 in the Official Records of Blaine County, Idaho (the "**Sewer Services Agreement**"), as amended by that certain unrecorded First Amendment to Sewer Services Agreement dated August 27, 2007 (the "**First Amendment**"), certain agreements were set forth regarding those certain real properties more particularly described on Exhibit "A" and Exhibit "B" attached hereto and incorporated herein by this reference (collectively, the "**Properties**"). (The Sewer Services Agreement and the First Amendment are collectively referred to hereinafter as the "**Agreement.**")

B. The Agreement has been terminated by notice given by Trust to Hailey, in conformity with the provisions of the Agreement.

C. The parties hereto desire to release the Agreement from the records affecting the Properties.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants and agreement set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

RELEASE

1. Upon the recording of this Release, the Agreement is hereby released and terminated as an encumbrance of record against the Properties.

2. Notwithstanding the execution and recording of this Release as an encumbrance of record against the Properties, Hailey and Trust agree that the obligation of Hailey under paragraph 13 of the Sewer Services Agreement shall survive in full force and effect.

3. Hailey and Trust also agree that the written consent to annexation under paragraph 12 of the Sewer Services Agreement is null and void, and without further force and effect, and that this is notice to that effect as required to be recorded under said paragraph 12.

4. This Release may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

EXECUTED as of the date first written above.

HAILEY:

CITY OF HAILEY, an Idaho municipal corporation

By: _____
Rick Davis, Mayor

ATTEST:

By: _____
Mary Cone, City Clerk

STATE OF IDAHO)
) ss.
County of Blaine)

On this _____ day of _____, 2009, before me, a Notary Public in and for said state, personally appeared Rick Davis, the Mayor of the City of Hailey, known or identified to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he 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 _____

TRUST:

Harry S. Rinker, Trustee
for the Harry S. and Diane J. Rinker Revocable
Trust dated 5/10/66, as Amended and Restated

ACKNOWLEDGMENT

State of California
County of ORANGE)

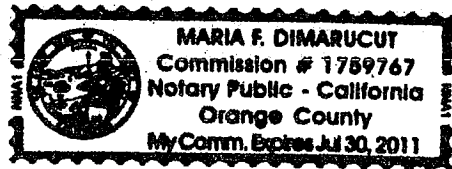
On 1/28/09 before me, Maria Dimarucut, Notary
(insert name and title of the officer)
personally appeared Harry S Rinker

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s); or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature (Seal)



**LEGAL DESCRIPTION
FOR
PEREGRINE RANCH**

A parcel of land being all of Lot 1, Block 1 of Chapman's East Cloverly Ranch, recorded on April 23, 1990 as Instrument No 318754, Records of Blaine County, Idaho, lying within the East 1/2 of Section 32, and the Northwest 1/4 of the Southwest 1/4 of Section 33, Township 3 North, Range 18 East of the Boise Meridian, Blaine County, Idaho, more particularly described as follows:

Commencing at a point marking the Northeast corner of said Section 32;

Thence South 0°39'09" West, 503.96 feet along the easterly boundary of said Section 32 to a point on the southwesterly right-of-way line of Buttercup Road, said point being the **TRUE POINT OF BEGINNING**;

Thence continuing along said easterly boundary, South 0°39'09" West, 2142.53 feet to the northerly boundary of the Southwest 1/4 of said Section 33;

Thence leaving said easterly boundary, South 89°52'38" East, 748.62 feet along the northerly boundary of said Southwest 1/4 to a point on the southwesterly right-of-way line of Buttercup Road;

Thence leaving said northerly boundary, South 18°39'52" East, 1197.94 feet along said southwesterly right-of-way line;

Thence leaving said southwesterly right-of-way line North 89°51'44" West, 1143.91 feet;

Thence North 89°32'19" West, 945.91 feet to a point on the easterly right-of-way line of State Highway 75;

Thence proceeding along the easterly right-of-way line of State Highway 75 the following three (3) courses and distances:

North 20°07'26" West, 491.23 feet;

a distance of 1049.33 feet northwesterly along a curve to the right, with a radius of 2828.74 feet, a central angle of 21°15'15", and a long chord bearing North 09°29'48" West, 1043.33 feet;

North 01°07'50" East, 2291.77 feet;

Thence leaving said easterly right-of-way line South 89°35'27" East, 1107.52 feet along the northerly boundary of the Northeast 1/4 of Section 32 to a point on the southwesterly right-of-way line of Buttercup Road;

Thence leaving said northerly boundary, South 18°39'52" East, 533.15 feet along said southwesterly right-of-way line to the **TRUE POINT OF BEGINNING**;

Said parcel contains 5,746,913 square feet or 131.93 acres, more or less.

Job No. 3455.04
Page 1 of 3

EXHIBIT "A"

Trust Property Description

PEREGRINE RANCH (CONT.)

Together with:

A parcel of land being all of Tax Lots 2424 and 6865 as shown on a Record of Survey recorded on February 1, 2002 as Instrument No. 460963, Records of Blaine County, Idaho, lying within a portion of the Southeast 1/4 of the Southeast 1/4 of Section 29, Township 3 North, Range 18 East of the Boise Meridian, Blaine County, Idaho, more particularly described as follows:

Commencing at a point marking the southeast corner of said Section 29;

Thence North $89^{\circ}37'48''$ West, 176.31 feet along the southerly boundary of said Section 29 to a point on the southwesterly right-of-way line of Buttercup Road, said point being the **TRUE POINT OF BEGINNING**;

Thence continuing along said southerly boundary, North $89^{\circ}35'30''$ West, 1107.71 feet to a point on the easterly right-of-way line of State Highway 75;

Thence leaving said southerly boundary, North $01^{\circ}07'35''$ East, 824.19 feet along said easterly right-of-way line;

Thence leaving said easterly right-of-way line, South $89^{\circ}03'33''$ East, 218.56 feet;

Thence North $23^{\circ}16'42''$ West, 182.54 feet;

Thence North $13^{\circ}41'08''$ West, 80.64 feet;

Thence North $21^{\circ}30'29''$ West, 28.21 feet;

Thence North $09^{\circ}10'46''$ West, 77.71 feet;

Thence North $28^{\circ}36'40''$ West, 24.46 feet;

Thence North $56^{\circ}35'54''$ West, 39.02 feet;

Thence North $75^{\circ}51'56''$ West, 54.02 feet to a point on the easterly right-of-way line of State Highway 75;

Thence North $01^{\circ}07'35''$ East, 97.46 feet along said easterly right-of-way line to a point on the northerly boundary of Southeast 1/4 of the Southeast 1/4 of said Section 29;

Thence leaving said easterly right-of-way line, South $89^{\circ}39'53''$ East, 632.96 feet along said northerly boundary to a point on the southwesterly right-of-way line of Buttercup Road;

Thence leaving said northerly boundary, South $18^{\circ}40'47''$ East, 1401.03 feet along said southwesterly right-of-way line to the **TRUE POINT OF BEGINNING**;

Said parcel contains 1,096,789 square feet or 25.18 acres, more or less.

Job No. 3455.04

Page 2 of 3

Excepting therefrom:

A strip of land 20 feet in width adjacent to State Highway 75 along the westerly boundary of Lot 1 of Chapman's East Cloverly Ranch Subdivision as described in a Grant Deed recorded on March 22, 2001 as Instrument No. 449192, Records of Blaine County, Idaho, lying within the East 1/2 of Section 32, Township 3 North, Range 18 East of the Boise Meridian, Blaine County, Idaho, being more particularly described as follows:

Commencing at a point marking the northeast corner of said Section 32;

Thence North 89°35'27" West, 1283.88 feet along the northerly boundary of the Northeast 1/4 of said Section 32 to a point marking the northwesterly corner of said Lot 1 of Chapman's East Cloverly Ranch Subdivision; said point being on the easterly right-of-way line of State Highway 75 at Station 480+00.83, 40 feet left; said point being the **TRUE POINT OF BEGINNING**;

Thence South 01°07'50" West, 2291.77 feet along said easterly right-of-way line to a point at Station 502+92.6, 40 feet left;

Thence 1049.33 feet southeasterly along said easterly right-of-way line along a curve to the left, with a radius of 2828.74 feet, a central angle of 21°15'15", and a long chord bearing South 09°29'48" East, 1043.33 feet; to a point at Station 513+58.8, 40 feet left;

Thence South 20°07'26" East, 491.23 feet along said easterly right-of-way line to a point marking the southwesterly corner of said Lot 1 of Chapman's East Cloverly Ranch Subdivision, said point being at Station 518+50.03, 40 feet left;

Thence along the southerly boundary of said Lot 1 of Chapman's East Cloverly Ranch Subdivision South 89°32'19" East, 21.36 to a point at Station 518+57.54, 60 feet left;

Thence North 20°07'26" West, 498.74 feet to a point at Station 513+58.8, 60 feet left;

Thence 1041.92 feet northwesterly along a curve to the right, with a radius of 2808.74 feet, a central angle of 21°15'15", and a long chord bearing North 09°29'48" West, 1035.95 feet; to a point at Station 502+92.6, 60 feet left;

Thence North 01°07'50" East, 2292.02 feet to a point on the northerly boundary of said Lot 1 of Chapman's East Cloverly Ranch Subdivision, said point being at Station 480+00.58, 60 feet left;

Thence North 89°35'27" West, 20.00 feet along said northerly boundary to the **TRUE POINT OF BEGINNING**.

Said strip of land contains 76,650 square feet or 1.76 acres, more or less.

End of 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"

Castle Property Description

AGENDA ITEM SUMMARY

DATE: 04-13-09

DEPARTMENT: Planning

DEPT. HEAD SIGNATURE: 

SUBJECT: Findings of Fact and Conclusions of Law - Final Plat approval of Lot 9A, Block 26, Hailey Townsite

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

The City Council held a public hearing upon the application by Ralph Pearson for Final Plat approval of Lot 9A, Block 26, Hailey Townsite on March 23, 2009 and moved to approve the final plat.

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)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Review and approve the findings as drafted or as modified.

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)

FINDINGS OF FACT, CONCLUSIONS OF LAW AND DECISION

On March 23, 2009, the Hailey City Council considered the application by Ralph Pearson for Final Plat approval of Lot 9A, Block 26, Hailey Townsite. 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 Idaho Mountain Express and mailed to property owners within 300 feet on March 4, 2009.

Application

Ralph Pearson has submitted an application for Final Plat approval for the replat of Lots 9, 10, 11, 12, Block 62, Hailey Townsite into two (2) lots. Lot 9A is 5,989 square feet and Lot 10A is 6,000 square feet.

The property is located on the corner of Spruce Street and 3rd Avenue. An existing house and detached garage are located on the subject property. The proposed lot line between the two new lots is positioned such that the required interior line setbacks in the Townsite Overlay district are met for both buildings.

Section 3.4.1 of the Subdivision Ordinance allows for applications for platting four or fewer residential building parcels to be reviewed through the short plat procedure. In this procedure, the Hearing Examiner or Commission reviews the preliminary plat only. Upon approval, the applicant submits a final plat for Council approval.

Procedural History

The applicant received preliminary plat approval from the Hearing Examiner for this replat on March 9, 2007 and final plat approval from Council on June 25, 2007. On June 23, 2008, the Hailey City Council granted a request by the applicant for a six month extension of final plat approval. The new expiration date for final plat approval was January 9, 2009. The applicant did not record the final plat by the final plat approval deadline. As a result, the preliminary plat has to be reviewed again by the Hearing Examiner and the final plat reviewed by the City Council. There have been no changes to the preliminary plat since the prior approval. A new application was not required to be submitted; the standards in place at the time of the initial application have been applied.

The Hailey Hearing Examiner held a public hearing and conditionally approved the preliminary plat on February 23, 2009. The conditions of preliminary plat approval are noted below.

Conditions of Preliminary Plat Approval

- a) **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:

1. **New water and sewer services to Lot 10A must be installed to meet City Standards, including separation of 10 feet between service lines.**

This condition has been met.

2. **The applicant shall install a 6 foot sidewalk within both street rights-of-way adjacent to the subject property, or provide cash in-lieu contribution, prior to recordation of Final Plat.**

This condition should be carried over.

- b) **Prior to submitting final plat, it shall be decided whether both water and sewer lines are to be placed within the 10-foot wide utility easement upon Lot 9A to benefit Lot 10A. If it is decided that both will be placed in the easement, the easement shall be widened to 20 feet.**

This condition has been met.

- c) **The existing gas service line across Lot 9A to the house in Lot 10A shall be relocated to within the proposed utility easement or an easement shall be granted for it, prior to submitting the final plat.**

This condition has been met.

- d) **The applicant shall determine the depth of the water main line and provide insulating material for every individual water service line between and including the subject property.**

This condition should be 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 should be 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 should be 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.

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:

SECTION 3 – PROCEDURE

3.3 Final Plat Approval.

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

The Hearing Examiner's approval of the preliminary plat was on February 23, 2009.

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

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

SECTION 4 – DEVELOPMENT STANDARDS

4.0 The configuration and development of proposed subdivisions shall be subject to and meet the provisions and standards found in this Ordinance, the Zoning Ordinance and any other applicable Ordinance or policy of the City of Hailey, and shall be in accordance with general provisions of the Comprehensive Plan. Applicable standards of the Subdivision Ordinance are reviewed below. Certain standards of the Zoning Ordinance are also referenced in various sections below.

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

N/A – Streets are existing.

4.2 Sidewalks and Pathways.

4.2.1 Sidewalks. Sidewalks adjacent to public streets shall be constructed on both sides of a public street, shall be a minimum of six feet (6') in width and shall be constructed of concrete installed to City Standards or of a superior material as approved by the Council, following a recommendation by the Commission. Sidewalks adjacent to private streets within and adjacent to all subdivisions in the Business, Limited Business, Service Commercial Industrial and Light Industrial districts shall be constructed on at least one side of the street, shall be a minimum of five (5') in width and shall be constructed of concrete installed to City

Standards or of a superior material as approved by the Council, following a recommendation by the Commission. Sidewalks with curb and gutter shall be provided in Business, Limited Business, Technological Industry, Service Commercial Industrial, and Light Industrial Districts. Sidewalks shall accommodate anticipated pedestrian traffic, and shall include street trees (with irrigation) and other pedestrian amenities where required by the Council upon recommendation by the Commission, and shall be in accordance with established City standards and sidewalk master plan, if available.

No sidewalk is shown. Six-foot sidewalks are required. Voluntary cash contributions in-lieu of actual sidewalk improvements may be considered pursuant to 4.2.4 below.

4.2.4 After receiving a recommendation by the Commission, the Council may in its discretion approve and accept voluntary cash contributions in-lieu of the improvements described in this Section 4.2, which contributions must be segregated by the City and not used for any purpose other than the provision of these improvements. The contribution amount shall be 150% of the estimated costs of concrete sidewalk and drainage improvements provided by a qualified contractor, plus associated engineering costs, as approved by the City Engineer. Any approved in-lieu contribution shall be paid before the City signs the final plat. In-lieu contributions for sidewalks shall not be accepted in Business, Limited Business, Neighborhood Business Technological Industry and Service Commercial Industrial districts.

The applicant's representative indicated that the applicant may request to provide an in-lieu contribution instead of actually constructing the sidewalk.

4.3 Alleys and Easements.

The subject property is adjacent to an existing alley.

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

All existing utilities are shown within the existing alley.

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

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

A 20 foot-wide utility easement is proposed upon Lot 9A to benefit Lot 10A. This easement has been widened from a 10 foot-wide easement to a 20 foot-wide easement to accommodate both water and sewer lines, which have been relocated to the easement.

An existing gas service line exists across Lot 9A, which benefits the house in proposed Lot 10A. A 10 foot-wide easement is shown on proposed Lot 9A, to benefit Lot 10A; however, the applicant wishes to relocate the gas line to the 20 foot-wide utility easement sometime this spring, when it is more feasible, prior to recording the final plat. If the gas line is relocated prior to recordation, the 10 foot-wide gas line easement currently shown on the final plat shall be eliminated on the recorded plat.

The City Engineer states that the gas line can be relocated to the water and sewer easement, as long as the gas line isn't placed on top of the water or sewer lines and adequate distance from these lines is ensured.

4.4 Blocks.

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

The subject property is part of existing Townsite Block 62.

4.5 Lots.

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

Pursuant to Section 4.13.6.a the minimum lot size is as follows:

Limited Residential-1 district: 6,000 square feet.

Original Townsite Lots that are slightly less than 3,000 square feet (in blocks where lots are 25 feet wide) or 3,600 square feet (in blocks where lots are 30 feet wide) may be rounded up to 3,000 square feet or 3,600 square feet, as the case may be, provided that the original Townsite Lot meets the definition of a Lot of Record.

The subject property consists of four Townsite Lots of Record of slightly less than 3,000 square feet, so that the area of the subject property is rounded up to 12,000 square feet.

4.5.5 All lots shall have frontage on a public or private street. No frontage width shall be less than the required width of a driveway as provided under Sections 4.1.11.1 and 4.5.4 of this Ordinance.

Both proposed lots have frontage on Spruce Street and/or Spruce and 3rd Avenue.

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

The Subdivision Ordinance defines Historic Structure: “Any building or structure that was originally constructed, in whole or in part, prior to 1941, regardless whether the building or structure was constructed or relocated within the Townsite Overlay District, unless the Hailey Historic Preservation Commission has recommended that the building or structure does not maintain the historic architectural qualities, historic associations or archeological values of other Historic Structures within the Townsite Overlay District.”

The subject property contains a building that was constructed in 1915. The Hailey Historic Preservation Commission previously noted the following:

“217 E. Spruce had its last major remodel in the 1980's. Although it appears the intent of the owners, at that time, was not to choose an historical architectural style for the remodel, I believe the structure is, none the less, congruous with Old Hailey. I believe they have retained sufficient height, mass, and bulk to be coherent with the setting and Townsite Overlay. Old Hailey's charm and character is due, in part, to the wide range of styles and forms reflecting at least 100 yrs. of building and remodeling.”

Based on the Historic Preservation Commission's findings that the structure is historic and congruous with Old Hailey, and the fact the property is on a corner lot, the Council finds that the exception to Section 4.5.6 above is appropriate for this application.

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.

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.

The City Engineer notes that DEQ standards now call for a 10-foot separation between water and sewer service lines.

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.

The City Engineer notes that DEQ standards now call for a 10-foot separation between water and sewer service lines.

- 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.

The applicant shall determine the depth of the water main line and provide insulating material for every individual water service line between and including the subject property if the depth is less than six feet. This is a condition of approval.

- 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 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 March 2, 2009, is approved by the Hailey City Council, with the following conditions:
 - a) 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:
 1. The applicant shall install a 6 foot sidewalk within both street rights-of-way adjacent to the subject property, or provide cash in-lieu contribution, prior to recordation of Final Plat.
 - b) If the existing gas service line across Lot 9A to the house in Lot 10A is relocated within the water and sewer easement, a revised final plat shall be submitted showing the elimination of the gas line easement (the revised plat shall be recorded), prior to recordation of the final plat.
 - c) The applicant shall determine the depth of the water main line and provide insulating material for every individual water service line between and including the subject property if the depth is less than six feet.
 - d) Issuance of permits for the construction of buildings within the proposed subdivision shall be subject to Section 2.9 of the Subdivision Ordinance.

- e) All improvements and other requirements shall be completed and accepted, or surety provided pursuant to Sections 3.3.7 and 5.9.1 of the Subdivision Ordinance, prior to recordation of the final plat.
- f) Any subdivision inspection fees due shall be paid prior to recording 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.

Approved this _____ day of _____, 2009.

Richard L. Davis, Mayor, City of Hailey

Attest:

Mary Cone, City Clerk

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the ____ day of _____, 2009, I served a true and correct filed copy of the within and foregoing document upon the parties named below, in the manner noted:

<input type="checkbox"/>	U.S. Mail	Ralph Pearson, Jr.
<input type="checkbox"/>	Via Electronic Mail	15155 Becky Lane
<input type="checkbox"/>	Hand Delivered	Monte Sereno, CA 95030
<input type="checkbox"/>	Via Facsimile	skip@pearson-realty.com
<input type="checkbox"/>	U.S. Mail	Greg Harbeson
<input type="checkbox"/>	Via Electronic Mail	Galena Engineering
<input type="checkbox"/>	Hand Delivered	317 River St. N.
<input type="checkbox"/>	Via Facsimile	Hailey, ID 83333

By _____
Becky Mead, Deputy Clerk
City of Hailey

AGENDA ITEM SUMMARY

DATE: 4/09/2009 DEPARTMENT: Treasurer

DEPT. HEAD SIGNATURE: *Seely*

SUBJECT:

ANALYSIS OF CERTIFICATES OF DEPOSIT AT LOCAL BANKS, TO INCREASE INTEREST EARNINGS

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

Attached is a matrix with information gathered from local banks regarding their rates and penalties for Certificates of Deposit. The State Investment Pool interest has dropped to .7016% for the April payment. If funds are moved to a 36 month CD in the amount of \$250,000 each (the max covered currently by the FDIC), the City will earn approximately \$103,200 in interest over the three year life. If the St Inv Pool interest rate continues at .7%, this represents an increase of \$78,000 over the life of the CDs.

In the event of early withdrawals (should interest rates at the St Inv Pool increase substantially, the FDIC limit be dropped to \$100,000 at the end of this calendar year or the Council see a need for these funds), the interest earned using this vehicle is greater than the potential penalties in the amount of \$6,800.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

Budget Line Item # _____ -0- _____ 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:

The different banks have somewhat different requirements for purchasing CDs. If approved, the Mayor, Council President and City Clerk will need to sign signature cards and have two pieces of ID copied for the banks. In anticipation, the checks have been written. If not approved, we will void the checks and notify the banks.

The proposed Mountain West Bank CD is in the amount of \$167,886.00, the amount required for the DEQ Water Bond Debt Service Reserve. The City's checking account is with Mt West Bank. Between the checking balance available and this CD, we are not likely to exceed the \$250,000 FDIC maximum.

CITY OF HAILEY LOCAL OPTION TAX RECEIPT AND EXPENDITURE ANALYSIS AND CASH FLOW

EXPENDITURE DESCRIPTION	MONTH	PAYMENTS	CHAMBER	MT RIDES	SALARIES	RECEIPTS	% Chg	L.O.T. BALANCE
	Jul-06	\$0.00	\$0.00		\$0.00	\$44,887.57		\$0.00
	Aug-06					\$47,831.10		\$44,887.57
	Sep-06					\$92,718.67		\$92,718.67
ACCUMULATIVE TOTALS THROUGH 9/30/06						\$30,513.45		\$113,232.12
CHAMBER OF COMMERCE	Oct-06	\$30,000.00	\$10,000.00			\$23,079.19		\$83,232.12
PARKS MAINTENANCE	Nov-06					\$18,443.87		\$101,311.31
POLICE OFFICER HIRED	Dec-06	\$119,872.00			\$5,000.00	\$29,551.66		(\$5,116.82)
NEW LOADER, USED SNOW BLOWER	Jan-07	\$2,500.00			\$10,000.00	\$37,479.14		\$11,934.84
POLICE OFFICER HIRED, LIBRARY MAINT.	Feb-07			\$2,000.00	\$10,000.00	\$26,892.31		\$37,413.98
WOOD RIVER RIDE SHARE	Mar-07			\$2,000.00	\$10,000.00	\$31,812.70		\$52,306.29
WOOD RIVER RIDE SHARE	Apr-07				\$10,000.00	\$21,480.65		\$74,118.99
WOOD RIVER RIDE SHARE	May-07	\$22,480.00			\$10,000.00	\$19,614.71		\$83,599.64
WOODSIDE BOULEVARD STRIPING	Jun-07				\$10,000.00	\$28,759.79		\$70,734.35
WOOD RIVER RIDE SHARE	Jul-07			\$2,000.00	\$10,000.00	\$53,464.53		\$89,494.14
WOOD RIVER RIDE SHARE	Aug-07			\$30,000.00				\$130,958.67
WOOD RIVER RIDE SHARE	Sep-07	\$27,483.00						\$100,958.67
FIRE TRUCK LEASE PAYOFF	Sep-07	\$31,861.00						\$73,475.67
LIGHTED CROSSWALK MATERIALS	Sep-07	\$234,196.00	\$10,000.00		\$10,000.00	\$47,208.45		\$78,823.12
FISCAL YEAR ENDING 9/30/07						\$368,300.45		
ACCUMULATIVE TOTALS THROUGH 9/30/07						\$461,019.12		
Refund from Coral Sales-Crosswalk Mat'l Overpay	Oct-07				\$10,000.00	\$26,688.23	-13%	\$95,511.35
LOADER PAYMENT, NEW BLOWER PYMT	Nov-07				\$10,000.00	\$26,730.80	16%	\$112,242.15
2nd Blower payment, CHAMBER	Dec-07	(\$1,494.50)	\$5,924.00		\$10,000.00	\$20,317.52	10%	\$118,130.17
LIGHTED CROSSWALK	Jan-08	\$164,281.24	\$433.75		\$10,000.00	\$28,943.38	-2%	(\$27,641.44)
	Feb-08	\$59,709.58	\$2,397.00		\$10,000.00	\$34,991.06	-7%	(\$64,756.96)
	Mar-08	\$8,980.00	\$4,239.00		\$10,000.00	\$30,346.02	13%	(\$57,629.94)
	Apr-08		\$1,318.15		\$10,000.00	\$37,537.26	18%	(\$31,410.83)
	May-08				\$10,000.00	\$19,352.09	-10%	(\$22,058.74)
Lighted Crosswalk Installation	Jun-08	\$52,741.00	\$1,495.00		\$10,000.00	\$19,585.57	0%	(\$13,968.17)
	Jul-08		\$9,940.70		\$10,000.00	\$32,543.24	13%	(\$54,106.63)
Radar Trailer (HPD)	Aug-08	\$4,074.60	\$4,074.60		\$10,000.00	\$51,695.23	-3%	(\$16,486.00)
CHAMBER FUNDS REQUESTED	Sep-08	\$10,072.00	\$4,478.75		\$10,000.00	\$48,190.09	2%	\$7,153.34
	Sep-08		\$15,043.00					(\$7,889.66)
Expenditures committed, not yet disbursed:								(\$7,889.66)
Balance of Chamber Budget								(\$7,889.66)
Sidewalk and Street Maint-to Lighted Crosswalk								
FISCAL YEAR ENDING 9/30/08		\$294,289.32	\$49,343.95	\$0.00	\$120,000.00	\$376,920.49	2%	
ACCUMULATIVE TOTALS THROUGH 9/30/08						\$837,939.61		
	Oct-08	\$6,292.00	\$6,292.00	\$5,833.33	\$5,000.00	\$26,656.28	0%	\$1,641.29
	Nov-08	\$6,291.00	\$6,291.00	\$5,833.33	\$5,000.00	\$27,406.48	3%	\$11,923.44
	Dec-08	\$83,781.24	\$6,291.00	\$5,833.33	\$5,000.00	\$18,647.19	-8%	(\$70,334.94)
LOADER PAYMENT, NEW BLOWER PYMT	Jan-09	\$59,709.00	\$6,292.00	\$5,833.33	\$5,000.00	\$22,869.73	-21%	(\$124,299.54)
	Feb-09		\$6,292.00	\$5,833.33	\$5,000.00	\$25,541.04	-27%	(\$115,883.83)
	Mar-09		\$6,292.00	\$5,833.33	\$5,000.00	\$27,335.86	-10%	(\$105,673.30)
	Apr-09		\$6,292.00	\$5,833.33	\$5,000.00	\$37,537.26		(\$85,261.37)
	May-09		\$6,292.00	\$5,833.33	\$5,000.00	\$19,352.09		(\$83,034.67)
	Jun-09		\$6,292.00	\$5,833.33	\$5,000.00	\$19,585.57		(\$80,574.37)
	Jul-09		\$6,292.00	\$5,833.33	\$5,000.00	\$32,543.24		(\$65,156.46)
	Aug-09		\$6,292.00	\$5,833.33	\$5,000.00	\$51,695.23		(\$30,586.56)
	Sep-09		\$6,290.00	\$5,833.37	\$5,000.00	\$48,190.09		\$480.16
Expenditures committed, not yet disbursed:								
Balance of Chamber Budget				\$0.00				\$480.16
FISCAL YEAR ENDING 9/30/09		\$143,490.24	\$75,500.00	\$70,000.00	\$60,000.00	\$357,360.06		
ACCUMULATIVE TOTALS THROUGH 9/30/09						\$1,195,299.67		

At 3/31/09, receipts \$19,560.43 less than 3/31/08 (11.6% under previous year)

AGENDA ITEM SUMMARY

DATE: 04/13/2009 DEPARTMENT: Parks DEPT. HEAD SIGNATURE: MC

SUBJECT:

Motion to approve new Banner Resolution 2009-04.

CCCA
pg

AUTHORITY: ID Code **63-1311-A** IAR _____ City Ordinance/Code _____

(IFAPPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

Over the past few years reserving banner space for events have become increasingly more time consuming. Upon further tracking of this process, it was found that most of the 2 week banner reservations were reduced to one week because of individuals/organizations asking for an already reserved space. Resolution 2003-09 stated that between Memorial Day and Labor Day a two week reservation could be limited to one week if there was another request for banner space in that time. These changes would allow for a maximum of 1 week anytime of the year with the understanding that this will eliminate the amount of time spent rescheduling 2 week reservations.

This amendment will also add language adopting a formal policy on reserving light pole banner space and the fees associated with this policy.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS Caselle # _____

Budget Line Item # _____ YTD Line Item Balance _____
Estimated Hours Spent to Date: _____ Estimated Completion Date: _____
Staff Contact: Mary Cone Phone # 788-4221-X 11

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:

Motion to approve and authorize the Mayor to sign Resolution 2009-04 to become effective April 13, 2009.

ADMINISTRATIVE COMMENTS/APPROVAL:

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

ACTION OF THE CITY COUNCIL:

Date _____
City Clerk _____

FOLLOW-UP:

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

RESOLUTION 2009 – 04

Formatted: Top: 0.81", Bottom: 0.38"

A RESOLUTION OF THE HAILEY CITY COUNCIL ~~ADOPTING-RECINDING~~
RESOLUTION NUMBER 2003-09 AND ADOPTING A POLICY FOR PLACING BANNERS
IN PUBLIC RIGHTS OF WAY WITHIN THE CITY OF HAILEY, IDAHO, AND
ESTABLISHING FEES.

WHEREAS, the City of Hailey, Idaho, will allow appropriate banners to be displayed across the public right-of-way of Main Street, and the Mayor and City Council have determined that a policy governing the display of said banners and adoption of fees is necessary; ~~and,~~

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Hailey, Idaho, that the Resolution number 2003-09 is recinded and the following policy be made effective beginning January 9 April 13, 20039.

CITY OF HAILEY BANNER PLACEMENT POLICY

The City of Hailey will allow appropriate banners to be displayed across the public right-of-way of Main Street under the following conditions:

1. A written request must be made to Hailey City Office at least two (2) weeks prior to the date first requested for display of banner. The request shall state the special event for which the banner is requested, the entity requesting same, the dates requested for display, the dimensions, construction and wording of the banner.
2. Except as otherwise provided herein, ~~T~~the banner must advertise a special, date-specific event which is of general interest and benefit to the community.
3. The banner must be constructed in accordance with specifications stipulated and approved by Hailey City Staff.
4. Except as otherwise provided herein, ~~T~~the banner will be installed and removed by the Hailey Street Department and a fee of \$100.00 per installation shall be prepaid by the applicant to cover the costs of installation and removal by City personnel and equipment.
5. Except as otherwise provided herein, ~~T~~the banner shall be installed no earlier than two (2) weeks prior to the event and shall be removed immediately thereafter. During the period including one (1) week prior to Memorial Day to one (1) week after Labor Day, the banner shall be installed no earlier than one (1) week prior to the event, unless there is only one application for the same period of time, in which case a two (2) week period shall be allowed.
6. In the case of more than one application for the same period of time, the City Staff may allocate the time of display between the banners or give precedence to Hailey-area events, city staff will permit the first application filed to display for the entire period. No more than one banner for each event will be displayed at any one time. In the case of more than one application for Hailey-area events, City Staff will permit the first application filed to display for this period. No more than one banner for each event will be displayed at any one time.
7. The City Council of Hailey reserves the right to amend this policy or terminate use of public ways for banners at any time and without prior notice.
- 7.8. The City of Hailey is exempt from the payment of fees and may hang a banner for general public purposes.

CITY OF HAILEY STREET POLE BANNER POLICY

The City of Hailey will allow appropriate banners to be displayed from public light poles in the public right-of-way along Main Street under the following conditions:

1. A written request must be made to Hailey City Office at least four (4) weeks prior to the date first requested for display of banner. The request shall state the special event for which the banner is requested, the entity requesting same, the dates requested for display, the dimensions, construction and wording of the banner.
2. The banners must: a) advertise a special, date-specific event which is of general interest and benefit to the community, b) be associated with a special event permit, or c) promote the economic vitality of the Hailey business community at large. Corporate sponsorship will be permitted but must be limited to a maximum of 25% of each banners advertising space.
3. The banner must be constructed in accordance with specifications stipulated and approved by Hailey City Staff.
4. The banner will be installed and removed by the Hailey Street Department and a fee of \$25.00 per light pole installation shall be prepaid by the applicant to cover the costs of installation and removal by City personnel and equipment.
5. The applicant must proved a minimum of ten (10) banners to participate in the street pole banner program.
6. The banner shall be installed no earlier than four (4) weeks prior to the event and shall be removed immediately thereafter. The banner shall be displayed for a maximum period of thirty (30) days per event, per year.
7. Banners will be reserved on a first-come first-served basis.
8. The City of Hailey is exempt from the payment of fees and may hang a banner for general public purposes.

Formatted: Indent: Left: 0.75", No bullets or numbering

**PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR THIS 9¹³th
DAY OF JUNE/APRIL, 2003⁹.**

Susan McBryant/Rick Davis
Mayor City of Hailey

ATTEST:

Heather Dawson
City Clerk

Formatted: Indent: Left: 0"

