

**AGENDA ITEM SUMMARY**

DATE: April 26, 2010

DEPARTMENT: Planning

DEPT. HEAD SIGNATURE: BR

**SUBJECT:** Second Reading Ordinance 1056 – amendments to Zoning Code, Section 8.2.

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

**BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:**

On April 12, 2010, the Hailey City Council approved and authorized the mayor to conduct the first reading of Ordinance 1056 by title only. In the motion to approve section 8.2.6.A.9 was amended to exclude balloons from the inflatable object prohibition. The Ordinance attached includes this change.

**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 checked="" 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 the Ordinance and authorize the mayor to conduct the second reading of Ordinance 1056.

**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)

HAILEY ORDINANCE NO. 1056

AN ORDINANCE OF THE CITY OF HAILEY, IDAHO, REPEALING SECTION 8.2 OF HAILEY'S ZONING ORDINANCE, ORDINANCE NO. 532, AND REPLACING SECTION 8.2 WITH A NEW SECTION 8.2, WHICH PROVIDES A PURPOSE SECTION, CREATES DEFINITIONS, ESTABLISHES APPLICABILITY, ESTABLISHES PROCEDURES FOR A SIGN PERMIT, IDENTIFIES EXEMPT AND PROHIBITED SIGNS, CREATES DESIGN GUIDELINES, ESTABLISHES SIGN LIGHTING AND AREA STANDARDS, ESTABLISHES STANDARDS FOR SIGNS FOR MULTI-UNIT BUILDINGS, PROVIDES SPECIFIC SIGN STANDARDS, PROVIDES FOR PROCEDURES FOR UNSAFE AND ILLEGAL SIGNS AND NON-CONFORMING SIGNS, AND CREATES STANDARDS FOR MAINTENANCE OF SIGNS; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE; AND PROVIDING FOR THE EFFECTIVE DATE OF THIS ORDINANCE UPON PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW.

WHEREAS, the Hailey City Council has found that the following amendment to the Hailey Zoning Ordinance conform to the Hailey Comprehensive Plan;

WHEREAS, essential public facilities and services are available to support the full range of proposed uses without creating excessive additional requirements at public cost for the public facilities and services;

WHEREAS, the uses are compatible with the surrounding area; and

WHEREAS, the amendment will promote the public health, safety and general welfare.

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

Section 1. Section 8.2 of the Hailey Zoning Ordinance No. 532, is hereby repealed in its entirety and replaced with the addition of a new Section 8.2, as follows:

8.2. Signs.

8.2.1 Purpose:

- A. The purpose of Section 8.2 is to establish standards for the fabrication, erection, and use of Signs, symbols, markings, and advertising devices within the City. These standards are enacted to:
1. Protect the public health, safety, and welfare of persons within the community.
  2. Aid in the development and promotion of business and industry.
  3. Encourage aesthetic creativity, effectiveness and flexibility in the design of such devices without creating detriment to the general public.
  4. Reduce hazardous situations, confusion and visual clutter caused by proliferation, improper placement or illumination, and/or bulk of Signs which compete for the



Sign clutter is prohibited

attention of pedestrian and vehicular traffic.

8.2.2 Definitions:

A. Words and phrases used in Section 8.2 shall have the meanings set forth in this Section 8.2.2 and in Article II of this Ordinance. All other words and phrases shall be given their common, ordinary meaning, unless the context clearly requires otherwise.

Animated Sign. Any sign or part of a sign that changes physical position in any way, or which gives the visual impression of movement or rotation.

Art. All visual forms conceived of any medium, material, or combinations thereof, including but not limited to, a drawing, painting, sculpture, mosaic, or photograph, subject to individual aesthetic interpretation.

Alter. The change or alteration of a sign structure or design, whether by extension, enlargement, or in moving from one location or position to another.

Awning Sign. Any sign attached to or made part of a roof-like structure constructed of canvas, vinyl, or similar material placed over a frame and projecting outward from a building providing a protective or decorative covering for doors, windows and other openings.

Building Frontage. The width of a building facing the street to which the front door of the Unit is oriented. In the case of Units with multiple frontages, frontage shall be determined by taking an average of each frontage.

Changeable Copy Sign. A sign or portion thereof with characters, letters, or illustrations that can be changed or rearranged without altering the face of the sign.

Copy. Any graphic, letter, numeral, symbol, insignia, text, sample, model, device, or combination thereof which is intended to advertise, identify, or notify.

Directory Sign. A sign that is attached flat against the façade and is oriented towards pedestrians and used for buildings with multiple-units that do not each have a street level entrance and are accessed through a shared entrance or lobby.

Flag. Any fabric banner or bunting containing distinctive colors, patterns or symbols used as a symbol of a government or political subdivision.

Freestanding Sign. Any sign erected on a freestanding frame, platform, base, mast, or pole(s) and not structurally attached to any building.

Marquee Sign. Any sign attached to or made part of any permanent roof-like structure projecting beyond a building, generally designed and constructed to provide protection from the weather.

Master Sign Plan. A plan which establishes the size, design, location, and tenant designation for all exterior Signs associated with a multi-unit or multi-building development.

Non-conforming Sign. Any sign which was lawfully erected and maintained prior to the effective date of Section 8.2, and which fails to comply to any applicable regulations and restrictions herein.

Pennant. Any lightweight plastic, fabric, or other material whether or not containing a message of any kind, suspended and designed to move in the wind.

Portable Sign. Any sign not permanently attached to the ground or to a building, and designed to be easily relocated. Also referred to as a sandwich board sign.

Projecting Sign. Any sign affixed to a building, wall, colonnade, or awning in such a manner that it extends perpendicular beyond the surface of the same.

Roof Sign. A sign affixed on, above or over the roof of a building so that any portion of the sign projects above the roofline.

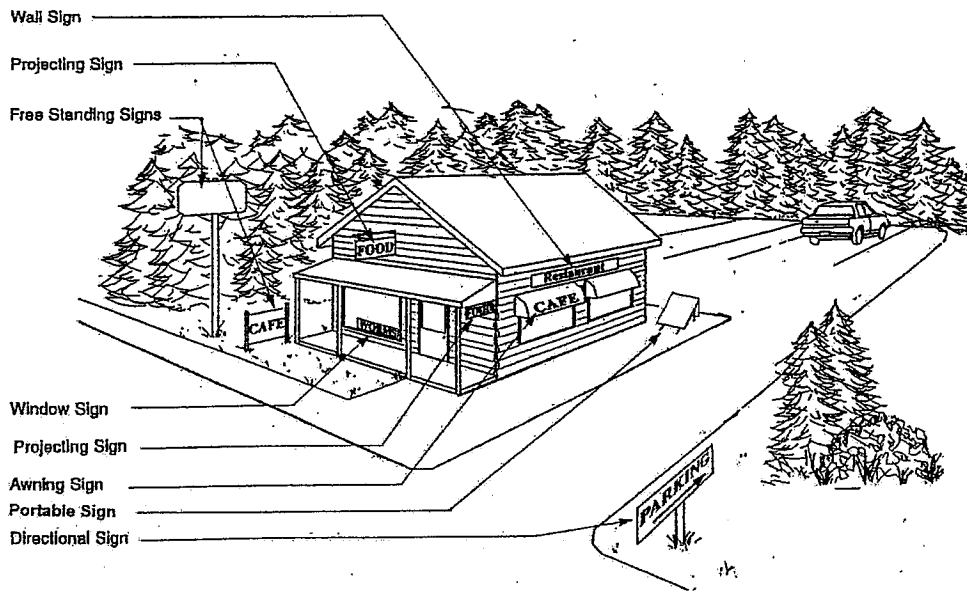
Sign. Every advertising message, announcement, declaration, demonstration, display, illustration, insignia, surface or space erected or maintained in view of the observer thereof for identification, advertisement, or promotion of the interest of any person, entity, product, or service. The definition of sign shall also include the sign structure, supports, lighting system, and any attachments, ornaments, or other features used to draw the attention of others.

Temporary Sign. A sign installed on a property for 72 hours or less and displayed no more than four times a year.

Unit. A space that is owned, leased, or rented within a building.

Wall Sign. Any sign attached parallel to a wall, painted on the wall surface of, or erected and confined within the limits of an outside wall of any Building or structure, which is supported by such wall.

Window Sign. Any sign installed upon or within three feet of a window for the purpose of viewing from outside the premises. This term does not include merchandise displayed.



## SIGN DEFINITIONS

### 8.2.3 Applicability

- A. No person shall erect, alter, or relocate any Sign within the City without first obtaining a sign permit from the City, unless the Sign is exempt under Section 8.2.5. Any person who fails to obtain a permit before hanging, posting, or installing a Sign which requires a permit under Section 8.2 shall be in violation of this Ordinance.

### 8.2.4 Sign Permits

- A. Applications for permits for Signs shall include the following:
1. A site plan which specifies the linear footage of Building Frontage, if applicable, the location of the sign structure, and if the sign is to be mounted on the building, drawings which show the scale of the sign in context with the scale of the building.
  2. A colored rendering and scaled drawing including:
    - a. color samples,
    - b. dimensions of all sign faces,
    - c. descriptions of materials to be used,
    - d. manner of construction,
    - e. method of attachment, and
    - f. if a Master Sign Plan is required, the Unit designation of each sign or the maximum square footage available to each Unit.
  3. A copy of a State of Idaho Electrical Installation Permit for any internally lighted or Neon Sign.
  4. A sign permit application on the form provided by the City.
  5. Appropriate fees as established by separate ordinance of the Hailey City Council.
  6. Multiple Signs may be permitted on one (1) sign permit application, subject to one (1) sign permit fee, provided the application includes all information relevant to all Signs being permitted at that time.

7. Any sign permit application for a Portable Sign to be placed within the public right-of-way shall include an additional inspection fee as set forth by separate ordinance.
  8. Sign permits for Portable Signs in the public right-of-way shall also be subject to an annual application renewal and inspection permit, for which a fee shall be charged as set forth by separate ordinance.
- B. A complete Master Sign Plan must be submitted at the time of design review application for any a multi-unit or mixed use building.
1. The Master Sign Plan must conform to all applicable sections of 8.2 and is subject to the same application, permitting and fee requirements.
  2. For a new Sign, the tenant(s) or owner(s) of an individual Unit, who occupy a space that has an approved Master Sign Plan, must submit a separate sign permit application, which conforms to the Master Sign Plan. If no Master Sign Plan exists, the owner of a multi-unit building shall submit a Master Sign Plan along with the separate sign permit application and shall be subject to one (1) sign permit fee.
  3. The maximum aggregate area of all Signs available to each Unit shall be determined by dividing the total sign area permitted for the building by the number of Units, occupied or unoccupied, unless otherwise proposed in the Master Sign Plan while still complying with the maximum aggregate area of signage available to the building.
  4. Approval of a Master Sign Plan is required to be in the form of an agreement between the city and the owner of the building specifying that lease agreements will include compliance with the agreed upon sign size and location. In the case of Condominium Units, the condominium declaration shall include provisions to ensure compliance with the master plan.
  5. Signage for any business within a multi-tenant or mixed use building shall be limited to the approved Master Sign Plan.
- C. Complete sign permit applications will be reviewed by the Planning Staff, subject to the approval of the Administrator, and either approved, denied, or returned with requested modifications. Any aggrieved applicant has the right to appeal a decision in accordance with Section 3.6 of the Hailey Zoning Ordinance.

#### 8.2.5 Exempt Signs.

- A. The following Signs shall not be subject to the permit process as defined by Section 8.2.4 and are not included in the total aggregate sign area as defined in Section 8.2.9.
1. Flags, symbols, or insignias either historic or official of any state or nation, providing the Flag is no larger than sixty square feet and is flown from a pole the top of which is no higher than forty (40) feet from natural grade.
  2. Signs posted by a government entity.
  3. Two Temporary Signs per building or if a multi-unit building one per Unit, less than 16 square feet each.
  4. Signs with areas of four square feet or less.
  5. Merchandise displayed in windows that does not involve Copy.
  6. Pennants and wind socks, which in no way identify or advertise a person, product, service, or business.

7. Any sign inside a building not visible from the exterior of the building.
8. Art located on private property which in no way identify or advertise a person, product, service, or business.
9. Historic Signs designated by Hailey City Council as having historical significance to the City or replicas of historic Signs as approved by the Council.
10. Building identification Signs which identify the name of the building only. These Signs are separate from Signs which identify, advertise, or promote any person, entity, product, or service.
11. Signs on licensed, registered, vehicles that are used for normal day-to-day operations of businesses, regardless of whether the business is located within Hailey.

#### 8.2.6 Prohibited Signs.

- A. No person shall erect, maintain, or relocate any of the following Signs within the City:
  1. Signs creating traffic hazards. A sign at or near any public street, or at the intersection of any public streets, situated in such a manner as to create a traffic hazard by obstructing vision. Additionally, any sign at any location which would interfere with, obstruct the view of, or be confused with any authorized traffic sign.
  2. Any sign which, due to structural weakness, design defect, or other reason, constitutes a threat to the health, safety, and welfare of any person or property.
  3. Any sign which contains an intermittent light source, or which includes the illusion of intermittent or flashing light by means of animation, or an externally mounted intermittent light source.
  4. Roof Signs, except mansard roof Signs provided that the highest portion of any sign attached to a mansard roof is no more than 2/3 the height of the mansard roof to which it is attached.
  5. Animated Signs.
  6. Any Pennant, propeller, or similar device which is designed to display movement under the influence of the wind and which contains a message, announcement, declaration, demonstration, display, illustration, or insignia used for promotion or advertisement of a person, product, service, or business.
  7. Any Sign attached to or displayed on outdoor furniture.
  8. Any Sign mounted on wheels.
  9. Any inflatable object used for promotional or sign purposes, excluding standard size balloons.
  10. Signs advertising a business that is located outside of the corporate limits of Hailey.
  11. Signs using "day-glo," fluorescent, or brilliant luminescent colored or neon lit backgrounds.
  12. Reflective colored material that gives the appearance of changing color.
  13. Any Sign covering or obscuring windows, doors, storefronts, building entrances, eaves, cornices, columns, horizontal expression lines, or other architectural elements or details.

#### 8.2.7 Design Guidelines.

- A. The following are suggested ways to increase the effectiveness of Signs placed within the City

1. Projecting Signs are preferred over Portable or sandwich board Signs. Projecting Signs generally are more effective for increasing visibility to both pedestrians and motorist.
2. Sign materials and colors should compliment the building façade. Basic and simple color applications are encouraged.
3. The color of letters and symbols should contrast with the base or background color of the sign to maximize readability.
4. In multi-unit buildings, a Directory Sign with the names and suite numbers of all Units without individual street level entrances are encouraged to be provided at the shared entrance to those Units.



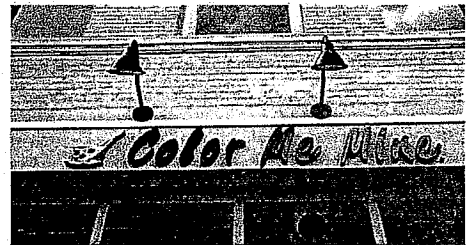
Easy-to-read fonts should be used and hard to read fonts should be avoided.



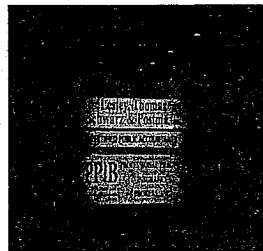
### 8.2.8 Sign Lighting Standards.

- A. All internally and externally lighted Signs shall comply with lighting standards as set forth in Article VIII B of the Hailey Zoning Ordinance.
- B. A sign lit by an external light source shall specifically illuminate the Sign.
- C. Signs using backlighting or internal lighting shall only illuminate the Copy portion of the Signs. All other areas, including background, shall be constructed, treated and colored in a manner which makes those areas opaque.

Externally illuminated sign (Allowed)



Internally illuminated sign where the background is illuminated (Prohibited)



Internal illumination of symbols and letters but not the sign background (Allowed)



- D. Any lit Sign is prohibited in the RGB, LR and GR zoning districts.
- E. Internally lit and neon Signs are prohibited in the LB, TN, and NB districts.
- F. A maximum of 2 neon Signs per Unit or building shall be allowed, regardless of whether the sign requires a permit.

Backlighting behind individually mounted letters (Allowed)



### 8.2.9 Sign Area Standards.



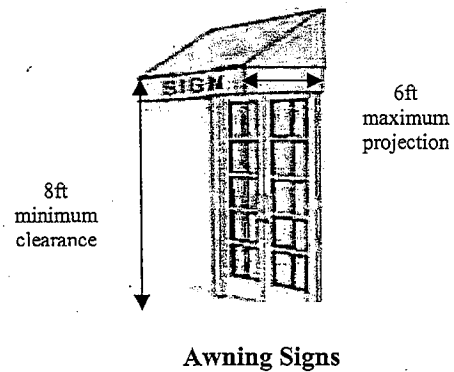
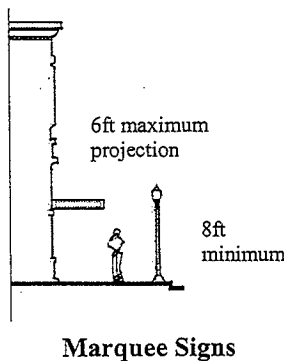
- A. Total Sign area permitted for any building shall not exceed a total of two square feet of Sign area per lineal foot of Building Frontage, except in the following cases:
  - 1. A building with only one Unit that meets or exceeds 75 feet of linear Building Frontage shall not exceed 150 square feet of total sign area.
  - 2. The size standards in Section 8.2.11, Specific Sign Standards, shall apply and control the total sign area permitted to each Unit or building.
- B. Signs on vacant properties are subject to Section 8.2.11.C, and are allowed only one Sign per lot.
- C. The maximum aggregate area of all Signs for any building shall not exceed the total Sign area permitted. All Sign faces displayed that are over four (4) square feet shall be included in determining the maximum aggregate area for a building.
- D. The area of a Sign shall be computed using all faces of a Sign within a perimeter which forms the outside shape, excluding any necessary supports upon which the Sign may be placed. Where a Sign consists of more than one face, section, or module, all areas shall be totaled.
- E. Internally lighted Signs shall not exceed a total of 75 square feet for any building.

8.2.10 Sign Standards for Multi-unit buildings

- A. All Units with an individual street level entrance are allowed up to two Signs, with no more than one Sign on any one building facade.
- B. All street level interior Units without an individual street level entrance and Units located on a second story or above shall be limited to one Sign. The location of which must be approved in a Master Sign Plan for the building.

8.2.11 Specific Sign Standards:

- A. Awning and Marquee Signs.
  - 1. The Copy area is limited to the valances of the awnings.
  - 2. Only permitted in the following zoning districts: RGB, LR and GR
  - 3. Shall not project more than six feet (6') from the building wall and shall provide at least eight feet (8') of vertical clearance when projecting over a pedestrian access way, measured from the ground to the lowest part of the supports for the Awning or Marquee Sign.

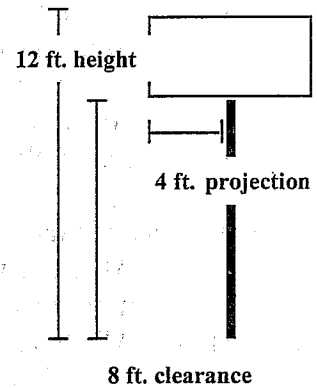


B. Changeable Copy Signs.

1. The Copy on any Changeable Copy Sign shall not be changed more than three times per day. Changeable Copy Signs shall be maintained in a legible and serviceable manner.
2. Permitted in all zoning districts except the RGB, LR and GR districts.
3. The size of any Changeable Copy Sign shall be determined by the applicable size standards specified for an Awning and Marquee, Freestanding, Portable, Projecting, Wall, or Window Sign.

C. Freestanding Signs.

1. The height shall not be greater than twelve feet (12'), measured from natural grade to the top of the Sign.
2. Permitted in all zoning districts.
3. Shall provide eight feet (8') of ground clearance if projecting over the public right-of-way.
4. There shall be only one Freestanding Sign per Building.
5. Freestanding Signs aligned perpendicular to the adjacent public right-of-way are allowed a maximum sign area of 48 square feet, or 24 square feet per side. Those aligned parallel to the adjacent public right-of-way are allowed a maximum sign area of 24 square feet.
6. Shall not extend, at any point, more than four feet (4') into the public right of way.



Freestanding Signs  
projecting over the public  
right-of-way

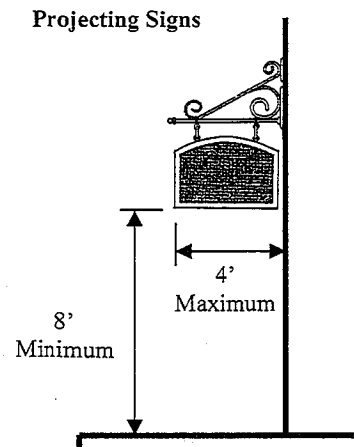
D. Portable Signs.

1. Any Portable Sign is limited to two (2) sign faces or two (2) sides per Portable Sign.
2. Maximum area allowed is six (6) square feet per side, and limited to three feet (3') in height. If there are supporting legs on a Portable Sign frame, they may be up to six inches (6") in height.
3. Permitted in all zoning districts, except the RGB district.
4. One Portable Sign is permitted per Unit.
5. Portable Signs shall be weighted or anchored in some manner to prevent them from being moved or blown over by the wind.
6. Portable Signs shall not be located so as to obstruct pedestrian or vehicular traffic, or obstruct sight lines at intersections.
7. No more than two (2) Portable Signs placed in the public right-of-way shall be permitted per corner.
8. Portable Signs must be located in a manner that that maintains thirty-six inches (36") of clear width along all public right-of-ways.

E. Projecting Signs.

1. Projecting Signs may be placed on a building or underneath an approved canopy, awning or colonnade, but may not extend, at any point, more than four feet (4') from the surface to which it is attached.

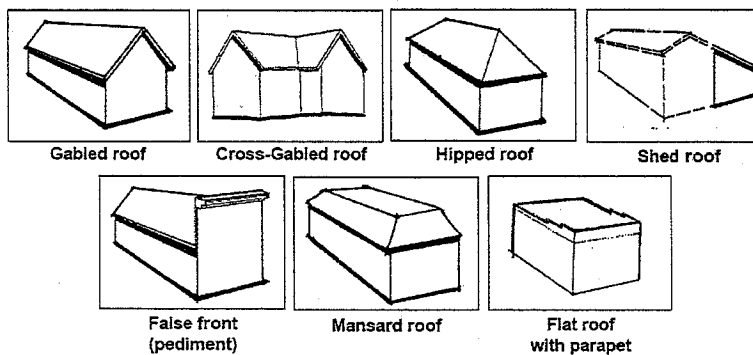
2. Signs must have at least eight feet (8') of vertical clearance when projecting over a pedestrian access way, measured from natural grade to the bottom of the Sign.
3. Permitted in all zoning districts, except in the RGB, LR, and GR districts.
4. No part of the Sign may extend higher than the lowest portion of a flat roof, the top of a parapet wall, the vertical portion of a mansard roof, the eave line or fascia of a gable, gambrel, or hipped roof.
5. Any portion of a Projecting Sign shall be located below the bottom of any second floor window of a multi-unit building.



F. Wall Signs.

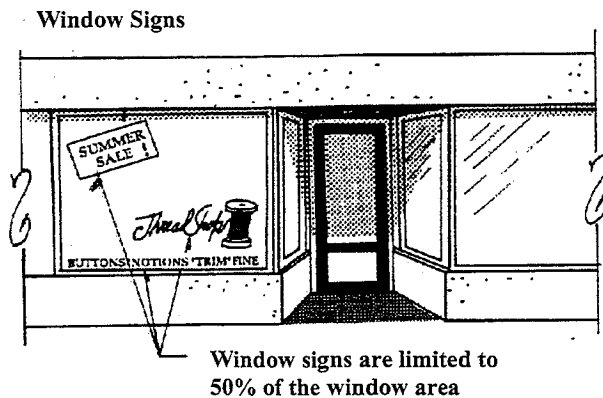
1. Wall Signs may be placed on a structure provided they do not exceed a total of ten percent (10%) of the facade to which they are attached.
2. Permitted in all zoning districts, except in the LR district.
3. No part of the Sign may extend higher than the lowest portion of a flat roof, the top of a parapet wall, the vertical portion of a mansard roof, the eave line or fascia of a gable, gambrel, or hipped roof.

Typical Roof Types



G. Window Signs.

1. Permanent Window Signs may be placed in or on any window provided that no more than 50% of the total transparent area of the window is obscured.
2. Permitted in all zoning districts, except in the RGB, LR, and GR districts.



8.2.12 Unsafe and Illegal Signs.

- A. Any Sign which has been determined to be unsafe by the Building Official, Planning and Zoning Administrator, Public Works Director, or other designated City employee, or which has been constructed, erected or maintained in violation of Section 8.2 or any approved sign permit, must be repaired, made safe, or made in conformance with Section 8.2 or any approved sign permit or the owner of any such sign will be considered in violation of Section 8.2.
- B. The City reserves the right to remove any sign placed in, projecting into, or otherwise impacting the public right-of-way, without notice and at anytime, if the sign is not permitted or is determined to be violating Section 8.2 or an approved sign permit in any way.

8.2.13 Non-Conforming Signs.

- A. A Non-Conforming Sign shall not be transferred to a new tenant or occupant of the premises on which the Sign is erected and shall be removed at the termination of the tenancy to which it applies.
  - 1. Signs existing prior to 1940 shall not be required to comply with the above.
- B. Any Non-Conforming Sign may not be enlarged, extended, reconstructed, moved, or structurally altered so as to increase the degree of non-conformity.
- C. Minor repairs may be done to any portion of a Non-Conforming Sign, provided the repair(s) does not increase the degree of non-conformity.
- D. Any Non-Conforming Sign which has been damaged or destroyed, either by calamity or natural causes may be repaired, provided the repaired and replaced sign does not increase the degree of non-conformity.
- E. Any Non-Conforming Sign removed or not displayed for a period longer than six (6) months, shall thereafter not be replaced or redisplayed.

8.2.14 Maintenance.

- A. It is the affirmative obligation of the owner of every Sign within the City to maintain the Sign in a good state of repair at all times.
- B. Non-Conforming Signs may be repaired and maintained provided the repairs are for the purpose of maintaining the Sign in its original condition, do not increase the degree of nonconformity in the Sign, and are otherwise in accordance with Section 8.2.

Section 2. Severability Clause. Should any section or provision of this Ordinance be declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the Ordinance as a whole or any part thereof other than the part so declared to be unconstitutional or invalid.

Section 3. Repealer Clause. All City of Hailey ordinances or resolutions or parts thereof, which are in conflict herewith, are hereby repealed.

Section 4. Effective Date. This ordinance shall be in full force and effect from and after the required three (3) readings, approval, and publication according to law.

PASSED AND ADOPTED BY THE HAILEY CITY COUNCIL AND APPROVED BY THE  
MAYOR THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2010.

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

Attest:

\_\_\_\_\_  
Mary Cone, City Clerk, City of Hailey

Publish: \_\_\_\_\_  
Idaho Mountain Express









**AGENDA ITEM SUMMARY**

DATE: 4/26/2010

DEPARTMENT: Legal

DEPT. HEAD SIGNATURE: 

**SUBJECT:**

Agreement for Development of the Replacement Airport and Redevelopment of Friedman Memorial Airport

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

**BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:**

I am enclosing three redlined versions of the Agreement for Development of the Replacement Airport and Redevelopment of Friedman Memorial Airport. The first version shows a draft of 4-14-10 and was a draft that I forwarded to the county on 4-14-10. That 4-14-10 draft shows three revisions, including Hailey's request for a different signature line for the Advisory Committee. I am told by the county attorney that the 4-14-10 version was not forwarded to the county commissioners. The second version came from Tom Bowman on 4-20-10. That draft shows the date of 4-7-10 (which is misleading because the commissioners revised this document on 4-20-10). One revision suggests a relocation of the word "only" in paragraph I(6), while the other revision suggests adding the Advisory Committee to paragraph VI(6). The third version shows the date of 4-20-10 and is my attempt to incorporate all of the revisions. That draft shows the county's two suggestions to the draft I previously sent to the county on 4-14-10. I would suggest that you focus on the third draft with the draft date of 4-20-10.

At the time of this document, I attempted to speak to Tim Graves but he has been sick and out of the office. I hope to talk to Tim about the suggested revisions before Monday's meeting. I am assuming the suggested revisions came from the Advisory Committee because the county commissioners had already reviewed this agreement. In particular, I would like to discuss the suggested revision to paragraph I(6).

Ned

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

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

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

**RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:**

Discuss the proposed contract and either approve or provide further suggestions.

**FOLLOW-UP REMARKS:**

# |

## DRAFT (4-14-10)

### AGREEMENT FOR DEVELOPMENT OF THE REPLACEMENT AIRPORT AND REDEVELOPMENT OF FRIEDMAN MEMORIAL AIRPORT

This Agreement for Development of the Replacement Airport and Redevelopment of Friedman Memorial Airport ("Agreement") is entered into this \_\_\_ day of April, 2010 by and among the City of Hailey ("City"), Blaine County ("County"), and the Friedman Memorial Airport Authority ("Authority") (collectively referred to as the "Parties")

#### RECITALS

- A. The Authority was created pursuant to Idaho Code Section 67-2328 by the City and the County by a Joint Powers Agreement dated May 16, 1994, as amended ("Joint Powers Agreement"). The Authority is the entity governing the Friedman Memorial Airport ("Current Airport"), and is the Airport Sponsor under FAA statutes and regulations;
- B. The Current Airport is approximately \_\_\_ acres in size and is located within the City;
- C. The City, County and Authority have initiated various steps to, and intend and are committed to, relocate all airport uses, including commercial and general aviation uses, from the Current Airport to an alternative location within the unincorporated area of Blaine County ("Replacement Airport");
- D. These steps include the following formal acts and declarations, which are incorporated herein by reference: Blaine County Resolution 2009-73; Blaine County Resolution 2008-22; Blaine County Resolution 2009-10; Blaine County Resolution 2009-50; and City of Hailey Resolution Nos. 2007-16 and 2009-19
- E. The Parties desire this Agreement to address various steps and processes going forward in order to plan, finance, design, construct, govern and operate the Replacement Airport, as well as to plan for the redevelopment of the site of the Current Airport;
- F. The Parties intend this Agreement to reflect the assignment of responsibilities necessary to proceed with completion of the various tasks needed to transition to the Replacement Airport, and to plan and redevelop the site of the Current Airport; and
- G. The Parties also recognize that considerable effort is required to achieve their goals, and that cooperation among the Parties will be an essential component to successfully complete these stated goals.

## AGREEMENT

THE PARTIES AGREE AS FOLLOWS:

### I. Basic Principles

The Parties agree on the following principles that will govern their relationship and which will provide the foundation for decision making and cooperation under this Agreement:

1. Site 10A in southern Blaine County is the preferred site of both the County and the City for development of the Replacement Airport;
2. The Replacement Airport should be developed in a timely and cost effective manner that minimizes or avoids the expenditure of general property tax revenue;
3. Cooperation among the City, County and Authority is essential for the successful relocation of the airport to the Replacement Airport site;
4. The site of the Current Airport should be master planned and redeveloped in a manner that a) optimizes revenue potential (which revenue will be used to offset costs for development of the Replacement Airport) and b) plans development in a manner which is sensitive to the needs and desires of the City;
5. Public participation should be encouraged throughout the process of developing the Replacement Airport and redeveloping the Current Airport;
6. The Blaine County Airport Advisory Committee ("Advisory Committee") shall only consult with the Authority and advise the County on issues related to the Replacement Airport;
7. Upon approval and agreement by the City and County, members of the Advisory Committee may be appointed to the Authority;
8. The Current Airport shall be managed under the existing Joint Powers Agreement;
9. The Joint Powers Agreement may be amended to align with principles in this Agreement;
10. Upon future agreement by the City and County, the Authority will shift from dual sponsorship to a single sponsoring entity.

### II. Responsibilities of the County

The Parties agree that the County shall have the primary responsibility for the following:

1. Architectural design of the structures at the Replacement Airport;
2. Design of the general airport layout plan;
3. Public outreach related to the planning and development of the Replacement Airport;

4. Issuing all of the permits and County authorizations necessary to comply with the County's development regulations;
5. Developing a transportation plan for access to the Replacement Airport;
6. County may designate the Advisory Committee for first review of issues and recommendations;

### III. Responsibilities of the City

The Parties agree that the City shall have the primary responsibility for the following:

1. Addressing land ownership issues and developing the strategy for redeveloping the site of the Current Airport as a unified redevelopment effort;
2. Negotiating with the Friedman family interests;
3. Public outreach to develop a master plan for redevelopment of the Current Airport site;
4. Preparing a master plan for redevelopment;
5. Issuing all of the permits and City authorizations necessary to comply with the City's development regulations for redevelopment of the Current Airport;
6. Implementing the master plan and determining the phasing and timing of the development.

### IV. Responsibilities of the Authority

1. The Parties agree that the Authority shall have the primary responsibility for the following:
  - a) Operation of the Current Airport in a financially prudent manner in light of the principles outlined above;
  - b) The design, planning, financing, construction and operation of the Replacement Airport;
  - c) Development of a financing plan for the Replacement Airport;
  - d) Re-assignment of FAA grant assurances from the existing Authority to a new sponsor of the Replacement Airport;
  - e) Development of a business plan for the Replacement Airport, including an air service plan;
  - f) Development of a comprehensive schedule with critical path milestones for the Replacement Airport;
  - g) Acquisition of the land for the Replacement Airport, including working with BLM and FAA;
  - h) Reclamation and remediation of the site of the Current Airport, and demolition of all structures, runway, taxiways and aprons;
  - i) Funding transition and relocation expenses through appropriate funding mechanisms.

2. The City and County agree that the Authority will transition to a restructured governing Board, the actual transition, timing, and structure of which will be determined at a later date. The Authority will be responsible for seeking FAA review (and concurrence, if appropriate) of any transition plan developed by the Parties.

V. Cooperation and Timing

1. The Parties agree to diligently pursue their primary responsibilities as set forth in this Agreement and recognize that time is of the essence in discharging those responsibilities.
2. Each Party agrees, when necessary, to provide the other Parties with appropriate notice before a decision is made to encourage open dialogue and discourse. Each Party also agrees to promptly notify the other Parties after any significant action is taken.
3. The Parties agree to cooperate with one another in carrying out the relative responsibilities set forth herein and will not take actions that unnecessarily hinder or obstruct the process of constructing the Replacement Airport and redeveloping the Current Airport.

VI. Other Stakeholders

The Parties recognize that there are other stakeholders with whom it would be essential or desirable for the Parties to consult during the process of planning, design, engineering and construction of the Replacement Airport. The Parties agree that the following Parties shall have principal responsibility for seeking and securing cooperation from the named stakeholders:

1. FAA: Authority
2. The Friedman family interests: City
3. BLM: Authority
4. Congressional delegation: all Parties
5. State officials: County
6. Airlines and other airport users: Authority
7. Other governmental entities: County

VII. Amendment

This Agreement may be revised, amended, or canceled, in whole or in part, only by means of a written instrument executed by the City and County.

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

Deleted: and the Blaine County Airport Advisory Committee,

CITY

COUNTY

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

By \_\_\_\_\_  
Lawrence Schoen, Chairman

Attest: \_\_\_\_\_  
Mary Cone, Clerk

Attest: \_\_\_\_\_  
JoLynn Drage, Clerk

AUTHORITY

Deleted: BLAINE COUNTY AIRPORT ADVISORY COMMITTEE

By \_\_\_\_\_  
Tom Bowman, Chairman

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

ACKNOWLEDGEMENT AND CONSENT:

We, the Blaine County Airport Advisory Committee, acknowledge the receipt of this Agreement for Development of the Replacement Airport and Redevelopment of Friedman Memorial Airport, and consent to the terms and conditions set forth herein.

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BLAINE COUNTY AIRPORT  
ADVISORY COMMITTEE

By \_\_\_\_\_

#2

DRAFT (4-7-10)

AGREEMENT FOR DEVELOPMENT OF THE REPLACEMENT AIRPORT AND REDEVELOPMENT OF FRIEDMAN MEMORIAL AIRPORT

This Agreement for Development of the New Airport and Redevelopment of Friedman Memorial Airport ("Agreement") is entered into this \_\_\_ day of April, 2010 by and among the City of Hailey ("City"), Blaine County ("County"), and the Friedman Memorial Airport Authority ("Authority") (collectively referred to as the "Parties")

RECITALS

A. The Authority was created pursuant to Idaho Code Section 67-2328 by the City and the County by a Joint Powers Agreement dated May 16, 1994, as amended ("Joint Powers Agreement"). The Authority is the entity governing the Friedman Memorial Airport ("Current Airport"), and is the Airport Sponsor under FAA statutes and regulations;

B. The Current Airport is approximately \_\_\_ acres in size and is located within the City;

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C. The City, County and Authority have initiated various steps to, and intend and are committed to, relocate all airport uses, including commercial and general aviation uses, from the Current Airport to an alternative location within the unincorporated area of Blaine County ("Replacement Airport");

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D. These steps include the following formal acts and declarations, which are incorporated herein by reference: Blaine County Resolution 2009-73: Blaine County Resolution 2008-22: Blaine County Resolution 2009-10: Blaine County Resolution 2009-50:

Deleted: [cite City Council, County Commission and FMAA Board Resolutions and 1994 Master Plan preamble]

E. The Parties desire this Agreement to address various steps and processes going forward in order to plan, finance, design, construct, govern and operate the Replacement Airport, as well as to plan for the redevelopment of the site of the Current Airport;

F. The Parties intend this Agreement to reflect the assignment of responsibilities necessary to proceed with completion of the various tasks needed to transition to the Replacement Airport, and to plan and redevelop the site of the Current Airport; and

G. The Parties also recognize that considerable effort is required to achieve their goals, and that cooperation among the Parties will be an essential component to successfully complete these stated goals.

45 AGREEMENT

46 THE PARTIES AGREE AS FOLLOWS:

47 I. Basic Principles

48 The Parties agree on the following principles that will govern their  
49 relationship and which will provide the foundation for decision making and  
50 cooperation under this Agreement:

- 51 1. ~~Site 10A in southern Blaine County is the preferred site of both the~~
- 52 ~~County and the City for development of the Replacement Airport;~~
- 53 2. The Replacement Airport should be developed in a timely and cost
- 54 effective manner that minimizes or avoids the expenditure of general
- 55 property tax revenue;
- 56 3. Cooperation among the City, County and Authority is essential for the
- 57 successful relocation of the airport to the Replacement Airport site;
- 58 4. The site of the Current Airport should be master planned and
- 59 redeveloped in a manner that a) optimizes revenue potential (which
- 60 revenue will be used to offset costs for development of the Replacement
- 61 Airport) and b) plans development in a manner which is sensitive to the
- 62 needs and desires of the City;
- 63 5. Public participation should be encouraged throughout the process of
- 64 developing the Replacement Airport and redeveloping the Current
- 65 Airport;
- 66 6. The Blaine County Airport Advisory Committee ("Advisory
- 67 Committee") shall ~~consult with the Authority and advise the County on~~
- 68 ~~issues related only to the Replacement Airport.~~
- 69 7. ~~Upon approval and agreement by the City and County, members of the~~
- 70 ~~Advisory Committee may be appointed to the Authority;~~
- 71 8. The Current Airport shall be managed under the existing Joint Powers
- 72 Agreement;
- 73 9. The Joint Powers Agreement may be amended to align with principles in
- 74 this Agreement.
- 75 10. Upon future agreement by the City and County, the Authority will shift
- 76 from dual sponsorship to a single sponsoring entity.

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77 II. Responsibilities of the County

78 The Parties agree that the County shall have the primary responsibility for  
79 the following:

- 80 1. Architectural design of the structures at the Replacement Airport;
- 81 2. Design of the general airport layout plan;
- 82 3. Public outreach related to the planning and development of the
- 83 Replacement Airport;

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4. Issuing all of the permits and County authorizations necessary to comply with the County's development regulations;
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The Parties agree that the City shall have the primary responsibility for the following:

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3. Public outreach to develop a master plan for redevelopment of the Current Airport site;
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- f) Development of a comprehensive schedule with critical path milestones for the Replacement Airport;
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CITY

COUNTY

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

By \_\_\_\_\_  
Lawrence Schoen, Chairman

Attest: \_\_\_\_\_  
Mary Cone, Clerk

Attest: \_\_\_\_\_  
JoLynn Drage, Clerk

AUTHORITY

BLAINE COUNTY AIRPORT  
ADVISORY COMMITTEE

By \_\_\_\_\_  
Tom Bowman, Chairman

By \_\_\_\_\_

# 3

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CITY

COUNTY

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

By \_\_\_\_\_  
Lawrence Schoen, Chairman

Attest: \_\_\_\_\_  
Mary Cone, Clerk

Attest: \_\_\_\_\_  
JoLynn Drage, Clerk

AUTHORITY

By \_\_\_\_\_  
Tom Bowman, Chairman

ACKNOWLEDGEMENT AND CONSENT:

We, the Blaine County Airport Advisory Committee, acknowledge the receipt of this Agreement for Development of the Replacement Airport and Redevelopment of Friedman Memorial Airport, and consent to the terms and conditions set forth herein.

BLAINE COUNTY AIRPORT  
ADVISORY COMMITTEE

By \_\_\_\_\_







AGENDA ITEM SUMMARY

DATE: 04/26/2010 DEPARTMENT: Administrative DEPT. HEAD SIGNATURE: Mayor

---

**SUBJECT:** Revised Architectural Fees for rodeo grounds redevelopment project – revisions to Hailey Ice facility plans.

---

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

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**BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:**

At the last City Council Meeting, Mayor Davis took on the assignment of being the direct contact for the architect regarding the rodeo grounds redevelopment project.

Mayor Davis met with the architect on April 16, 2010 and with representatives of Hailey Ice, in separate meetings. Hailey Ice had visited some facilities in Colorado during the previous weeks, and is interested in amending some design components of their facility. Cost estimates of the amendments are attached.

Hailey Ice is enthusiastic about the amendments, and expects to be able to pay for the additional costs through their fund-raising efforts. A better facility with year-round uses are the expected results.

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**FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:**

Not to exceed \$17,755

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This proposal, as outlined above, is a "maximum not to exceed fee"; if we are under the fee then you save; if we are over the fee we absorb the overage.

The fee will be billed on a monthly basis reflecting the hours and proportion of work completed.

The fee does not change unless additional services are negotiated between the Owner and the Architect due to additional changes in the scope of the project.

Additional services beyond those outlined above will be charged at standard Ruscitto/Latham/Blanton rates after being authorized in writing by the City of Hailey.

April 19, 2010

## **Hailey Rodeo Grounds**

### **Architectural Fee Proposal for Additional Services – Ice Rink Facility Revisions**

Ruscitto/Latham/Blanton Architectura P.A. proposes to provide Architectural and Planning Services for the proposed revisions to the Ice Rink Facility.

<b>Architectural</b>	<b>Hours</b>	<b>Rate</b>	<b>Amount</b>
Code review	4	\$ 85.00	\$ 340.00
Design and Coordination	20	\$150.00	\$3,000.00
	12	\$ 85.00	\$1,020.00
Drafting revisions	60	\$ 60.00	\$3,600.00
<b>Subtotal</b>			<b>\$7,960.00</b>

<b>Structural</b>	<b>Hours</b>	<b>Rate</b>	<b>Amount</b>
Design and Coordination	20	\$130.00	\$2,600.00
	30	\$ 85.00	\$2,550.00
Drafting revisions	20	\$ 75.00	\$1,500.00
<b>Subtotal</b>			<b>\$6,650.00</b>

<b>Miscellaneous</b>	<b>Hours</b>	<b>Rate</b>	<b>Amount</b>
Meetings with Hailey Ice and City Staff	2	\$150.00	\$ 300.00
	4	\$ 85.00	\$ 340.00
Design Review re-submittal package	1	\$150.00	\$ 150.00
	3	\$ 85.00	\$ 255.00
<b>Subtotal</b>			<b>\$1,045.00</b>

<b>Consultants</b>		<b>Amount</b>
Landscape Design		\$ 500.00
Electrical / Lighting Design		\$1,600.00
Mechanical Design (not included in this proposal)		0.00
<b>Subtotal</b>		<b>\$2,100.00</b>

**Total Fee (not to exceed):** **\$17,755.00**

## **Management and ownership of the Hailey Rodeo Park Facilities:**

The City of Hailey is the property owner of the current rodeo grounds, and will own all improvements made to the property.

The Hailey Parks & Lands Board is currently working on management policies for the new Hailey Ice Rink and multi-use event arena. The P&L Board, a group of volunteers appointed by the Mayor & City council to advocate the recreational interests of the citizens of Hailey, has been working for over two years with Hailey Ice, the Sawtooth Rangers, the Hailey Historic Preservation Committee, the Hailey Arts Commission, the Hailey Chamber of Commerce, local skateboarding enthusiasts, and other local volunteers in planning improvements that would create year-round use opportunities for the city's property at the rodeo grounds.

The P&L Board's top priority for management of the facilities is to ensure, to the best extent possible, that maintenance and operation of the facilities are not subsidized by Hailey taxpayers. The facilities are designed to be as low-maintenance as possible. Construction materials have been chosen that will minimize the need for exterior maintenance, and the landscaping will all be low-water and low-maintenance.

While user fees are not set yet, the intent is for users of the multi-use arena to pay for the costs of the arena during their use. That is, if the event takes place at night and needs the arena lighting, the user pays for that additional cost. The user will be responsible for leaving the restrooms and other components of the facility in a spotless manner. These costs are in addition to the facility rental fee – currently \$250 per day - charged for all promoters that use Hailey parks for their summer events, such as concerts, weddings or other large special events.

The ice rink will be used by Hailey Ice from November through April. All utilities and facility costs during that time will be borne by Hailey Ice. For the rest of the year, a similar agreement is currently being negotiated between the City of Hailey and Hailey Ice. Again, the intent is to ensure that Hailey taxpayers will not end up subsidizing the costs of these facilities, while keeping the property and facilities used for recreation year-round.

The Interpretive Center, also under consideration as a Visitor Center, will provide public restrooms, a meeting space, and a gallery space for museum-quality displays that pay tribute to the history of the property and rodeo arena – a tradition long held in our community. Should the Chamber of Commerce choose to provide visitor services in this building, a lease agreement will be negotiated between the Chamber and the City of Hailey in order to minimize costs to the city while keeping it affordable for the Chamber.

As the use of these facilities continues to expand, the P&L Board hopes that visitors to hockey tournaments, rodeos, concerts, farmers markets, skateboard competitions and other special events will continue to spend their dollars in Hailey, which will provide an economic stimulus for Hailey merchants and businesses.

