AGENDA ITEM SUMMARY

DATE: 01/30/2012      DEPARTMENT: Admin/Legislative     DEPT. HEAD SIGNATURE: 

SUBJECT:

Airport Discussion - relocation and operations issues

AUTHORITY:  □ ID Code  □ IAR  □ City Ordinance/Code

( IF APPLICABLE )

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

Mayor Haemmerle and the Hailey City Council will discuss matters related to Friedman Memorial Airport, including:

The airport relocation effort;
Blaine County's airport project strategy's guiding principals (attached);
Current operations at Friedman Memorial Airport

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS: Caselle #

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 Administrator  ☐ Library  ☐ Benefits Committee
☐ City Attorney  ☐ Mayor  ☐ Streets
☐ City Clerk  ☐ Planning  ☐ Treasurer
☐ Building  ☐ Police  ☐  
☐ Engineer  ☐ Public Works, Parks  ☐  
☐ Fire Dept.  ☐ P & Z Commission  ☐  

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Mayor Haemmerle will lead this discussion.

Don Kein will report on his attendance at Blaine County Commissioners discussions of guiding principles.

ACTION OF THE CITY COUNCIL:

Date __________________________

City Clerk __________________________

FOLLOW-UP:

* Ord./Res./Agrmt./Order Originals: Record  * Additional/Exceptional Originals to: __________________________
Copies (all Info.):  Copies (AIS only)
Instrument # __________________________
Airport Project Guiding Principles

Guiding Principle 1 - Robust commercial and general aviation transportation service and infrastructure are vital to the economy of Blaine County.

Guiding Principle 2 - Meeting federal design and safety standards in air and ground operations is paramount in planning for air service and related infrastructure.

Guiding Principle 3 - Air service and infrastructure improvements are affordable and achievable.

Guiding Principle 4 - Minimizing environmental impacts is a high priority in planning for and implementing air service and infrastructure improvements.

Guiding Principle 5 - Air Service is an important and interconnected mode of transportation for Blaine County and the region.

Guiding Principle 6 - A replacement airport south of Bellevue along State Highway 75 is the long term solution and objective.

Guiding Principle 7 - Airport governance issues are addressed timely, including Amended Joint Powers Agreement implementation and further amendment as needed.
AGENDA ITEM SUMMARY

DATE: 01/30/2012          DEPARTMENT: Grants/PW          DEPT. HEAD SIGNATURE: HD

SUBJECT: Woodside Boulevard Project Update

AUTHORITY: □ ID Code □ IAR □ City Ordinance/Code

(If applicable)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:
The City Council decision points are whether to:

1) Complete utility agreements with Cox Communications and Idaho Power - Resolutions 2012-01 and 2012-02

2) Enter into an agreement with Idaho Transportation Department (with Blaine County as an acknowledging party to the agreement) to accept $200,000 in funding from ITD to be used by Hailey for the traffic signal installation at Woodside Boulevard and State Highway 75 – Resolution 2012-03

3) Authorize a February, 2012 bid solicitation (Request for Proposals) on re-scoped Woodside Boulevard Project, with bids due on February 22, 2012

Hailey must have the utility agreements in place before going out to bid. The city attorney is working on refining the Idaho Power agreement that is attached; a revised agreement may be distributed during the meeting. Attached are the following documents:

- Resolution 2012-01 and Cox Communications utility agreement
- Resolution 2012-02 and Idaho Power utility agreement
- Resolution 2012-03 and ITD Cooperative Agreement

JUB has completed the engineering and is preparing all the bid documents to be widely available on February 1, 2012. A legal notice publishing the bid is prepared to begin publishing February 1, 2012.

The bid advertisement must be out three weeks prior to bid opening. The bid opening is scheduled for February 22, 2012. Following the opening of the bids, staff will review the bids and make a recommendation to the Hailey City Council on February 27, 2012 as to the lowest bid and add-alternates. A fiscal discussion of the project will be held during the February 27, 2012 bid review.

No costs, except the production/shipping of bid documents and legal publications, are incurred during the bid advertisement period.

Public Involvement: The following correspondence was received from the Langdon Group:
- So far just 6 people have signed up via the city web site (at least 1 is familiar, so technically 5 new contacts). Of note, two comments were also submitted:
  - “Excited to see this happening. Gonna lose some driveway space but this is needed and will look great when done.”
  - “Thank you for keeping us posted on developments.”

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS

The project, as currently estimated, will utilize the following resources:

$3,500,000 Federal grant

$200,000 ITD for traffic light on SH75/WS Blvd

Water/wastewater funds for related work

General operating funds to cover city staff and attorney costs

Capital fund resources sufficient to leave a remaining capital fund minimum threshold of $500,000

Copper Ranch funding sufficient to complete the development's PUD requirements
ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

☐ City Administrator ☐ Library ☐ Benefits Committee
☐ City Attorney ☐ Mayor ☐ Streets
☐ City Clerk ☐ Planning ☐ Treasurer
☐ Building ☐ Police ☐
☐ Engineer ☐ Public Works, Parks
☐ Fire Dept. ☐ P & Z Commission

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to approve Resolution 2012-01 authorizing signature of utility agreement with Cox Communications for moving utility infrastructure as coordinated through the Woodside Boulevard TIGER II project.

Motion to approve Resolution 2012-02 authorizing signature of utility agreement with Idaho Power for moving utility infrastructure as coordinated through the Woodside Boulevard TIGER II project.

Motion to approve Resolution 2012-03 authorizing an agreement with Idaho Transportation Department and Blaine County to accept $200,000 in funding from ITD to be used by Hailey for the traffic signal installation at Woodside Boulevard and State Highway 75.

Motion to approve advertisement on February 1, 2012 of the Request for Proposals calling for construction bids for the Woodside Boulevard Project, with bids due on February 22, 2012.

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

ACTION OF THE CITY COUNCIL:

Date ___________________________

City Clerk ___________________________

FOLLOW-UP:

*Ord./Res./Agrmnt./Order Originals: Record *Additional/Exceptional Originals to: ___________________________
Copies (all info.): Copies (AIS only)
Instrument # ___________________________
CITY OF HAILEY
RESOLUTION NO. 2012-01

WHEREAS, Cox Communication and the CITY OF HAILEY entering into a Utility relocation agreement for the Woodside Boulevard Reconstruction Project.

WHEREAS, the City of Hailey desires to enter into an agreement with Cox Communication for the relocation of utilities as outlined in the FHWA GRANT NO. DTFH61-11-G-0001.

WHEREAS, the City of Hailey and Cox have agreed to the terms and conditions of the Agreement for Professional Services, a copy of which is attached hereto.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HAILEY, IDAHO, that the City of Hailey approves the Agreement for Professional Services between the City of Hailey and Cox Communications, and that the Mayor is authorized to execute the attached Agreement,

Passed this 30th day of January, 2012.

City of Hailey

Fritz Haemmerle, Mayor

ATTEST:

Mary Cone, City Clerk

(Seal)

City Clerk
UTILITY RELOCATION AGREEMENT

WOODSIDE BOULEVARD RECONSTRUCTION PROJECT
TIGER II GRANT PROGRAM
PROJECT NO. TDGII-C-07
FHWA GRANT NO. DTFH61-11-G-00001

THIS UTILITY RELOCATION AGREEMENT ("Agreement") is made and entered into this 23rd day of January, 2012, by and between the CITY OF HAILEY, hereinafter referred to as the "City", and COX COMMUNICATIONS, hereinafter referred to as the "Company".

GENERAL DEFINITIONS

Contractor – Individual, partnership, firm, corporation, or any combination thereof including their respective officers, agents, employees and their respective subcontractors including officers, agents and employees that are contracted to the Project.

Project – The work defined by the plans and specifications developed by the City as described in paragraph 1 of this Agreement.

PURPOSE:
The City proposes to improve all of Woodside Blvd in Hailey, Idaho. It is necessary to relocate or modify Company facilities generally located on or under Woodside Blvd. and the Woodside Blvd. right-of-way and intersecting streets to accommodate the Project. The Project is to be completed over the course of 7-months between April 15th and November 15th, 2012. Utility relocations shall be relocated as specified in the Project documents between; April 15th, 2012 and June 1st, 2012. This Agreement sets out the terms and conditions under which the relocation or modification of Company facilities is to be accomplished.

TERMS:

1) Relocation of Utilities. The Company shall, at its sole expense, relocate its existing underground TV/Communication lines, individual services and other miscellaneous facilities that are identified in the Project documents. The City shall, through its Contractor or at its sole expense, provide initial survey staking prior to beginning construction, at locations requiring utilities to move according to the Project documents.

2) Duties. It is mutually agreed between the parties hereto that the City will provide the Company with special provisions and plan information in the Project documents which identify locations where the Company will be required to relocate facilities. The Company agrees, at its own expense, to a) relocate existing facilities by the dates specified in the Project documents, b) relocate the Company facilities in accordance with the standards and specifications set forth in the Project documents, c) coordinate and schedule the relocation of the Company’s facilities with the City’s Contractor during the anticipated and unanticipated relocation of facilities throughout the course of the Project, d) provide pot holes as necessary to verify existing underground facilities, e) replace survey staking (as provide by City) disturbed during the relocation of facilities according to Project documents.

3) The Company approves the plans for the Project and agrees to indemnify and hold the City harmless for any claim concerning this work. Any claim the Company may have concerning this work shall be made against the City’s Contractor.

4) In the event of any dispute with regard to the interpretation or enforcement of this Agreement, the prevailing party shall be entitled to recover his/her reasonable costs and attorneys’ fees incurred therein, whether or not a lawsuit is actually filed, and on any appeals, and in any bankruptcy proceeding.
5) Each signatory agrees that he or she has full authority and consent to sign this Agreement.

6) This Agreement may be executed in several counterparts and all so executed shall constitute one Agreement, binding on all the parties hereto even though all the parties are not signatories to the original or the same counterpart.

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

IN WITNESS WHEREOF the parties have executed this Agreement by their duly authorized representatives.

Attest for COX COMMUNICATIONS

By: [signature]

Title: [Title]

Attest for City of Hailey

By: [signature]

City Clerk

COX COMMUNICATIONS

By: [signature]

Title: [Title]

CITY OF HAILEY

By: [signature]

Mayor
CITY OF HAILEY
RESOLUTION NO. 2012-02

WHEREAS, Idaho Power and the CITY OF HAILEY entering into a Utility relocation agreement for the Woodside Boulevard Reconstruction Project.

WHEREAS, the City of Hailey desires to enter into an agreement with Idaho Power for the relocation of utilities as outlined in the FHWA GRANT NO. DTFH61-11-G-0001.

WHEREAS, the City of Hailey and Idaho Power have agreed to the terms and conditions of the Agreement for Professional Services, a copy of which is attached hereto.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HAILEY, IDAHO, that the City of Hailey approves the Agreement for Professional Services between the City of Hailey and Idaho Power, and that the Mayor is authorized to execute the attached Agreement,

Passed this 30th day of January, 2012.

City of Hailey

_________________________
Fritz Haemmerle, Mayor

ATTEST:

_________________________
Mary Cone, City Clerk

(Seal)

_________________________
City Clerk

- 26 -
UTILITY RELOCATION AGREEMENT
WOODSIDE BOULEVARD RECONSTRUCTION PROJECT
TIGER II GRANT PROGRAM
PROJECT NO. TDGII-C-07
FHWA GRANT NO. DTFH61-11-G-00001

THIS UTILITY RELOCATION AGREEMENT ( "Agreement") is made and entered into this ___ day of __________, 2012, by and between the CITY OF HAILEY, hereinafter referred to as the "City", and IDAHO POWER COMPANY, hereinafter referred to as the "Company".

GENERAL DEFINITIONS

Contractor – Individual, partnership, firm, corporation, or any combination thereof including their respective officers, agents, employees and their respective subcontractors including officers, agents and employees that are contracted to the Project.

Project – The work defined by the plans and specifications developed by the City as described in paragraph 1 of this Agreement.

PURPOSE:
The City proposes to improve all of Woodside Blvd in Hailey, Idaho. It is necessary to relocate or modify Company facilities generally located on or under Woodside Blvd and the Woodside Blvd right-of-way and intersecting streets to accommodate the Project. The Project is to be completed over the course of 7-months between April 15th and November 15th, 2012. Utility relocations shall be relocated or modified as specified in the Project documents between April 15th, 2012 and June 1st, 2012, as a part of the Project in conjunction with the City’s Contractor. This Agreement sets out the terms and conditions under which the relocation or modification of Company facilities is to be accomplished.

TERMS:

1) Relocation of Utilities. The Company shall, at its sole expense, relocate or modify its existing underground electrical lines, transformers, sector boxes, individual electric services and other miscellaneous facilities that are identified in the Project documents. The City shall, through its Contractor or at its sole expense, provide initial survey staking prior to beginning construction, at locations requiring utilities to move according to the Project documents.

2) Duties. It is mutually agreed between the parties hereto that the City will provide the Company with special provisions and plan information in the Project documents which identify locations where the Company will be required to relocate facilities. The Company agrees, at its own expense, to a) relocate existing facilities by the dates specified in the Project documents, b) relocate the Company facilities in accordance with the standards and specifications set forth in the Project documents, c) coordinate and schedule the relocation of the Company’s facilities with the City’s Contractor during the anticipated and unanticipated relocation of facilities throughout the course of the Project, d) provide pot holes as necessary to verify existing underground facilities, e) replace survey staking (as provided by City) disturbed during the relocation of facilities according to Project documents.

3) Coordination of Work. The City and the Company understand that it is not possible specify all of the Company’s relocation and modification work in advance because parts of the relocation and modification work will depend on the on-site road work performed by the City, including the location of drainage beds and other aspects of the road work. Accordingly, the City and the Company agree to coordinate during the road construction project to mutually determine the most effective and efficient way to relocate and/or
modify the Company's facilities to make way for the City's road work, consistent with the principles of Idaho Code 40-210.

3) The Company approves the plans for the Project as set forth in this Agreement and agrees to indemnify and hold the City harmless for any claim concerning this work. Any claim the Company may have concerning this work shall be made against the City's Contractor.

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

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

6) This Agreement may be executed in several counterparts and all so executed shall constitute one Agreement, binding on all the parties hereto even though all the parties are not signatories to the original or the same counterpart.

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

IN WITNESS WHEREOF the parties have executed this Agreement by their duly authorized representatives.

Attest for IDAHO POWER COMPANY

By: __________________________  By: __________________________

Title: __________________________  Title: Project Manager

Attest for City of Hailey

By: __________________________  By: __________________________

CITY OF HAILEY
CITY OF HAILEY
RESOLUTION NO. 2012-03

WHEREAS, the Idaho Transportation Department, hereafter called the State, has submitted an Agreement stating obligations of the State and the CITY OF HAILEY, hereafter called the City, for construction of a traffic signal at the intersection of Woodside Blvd. and SH75; and

WHEREAS, the State is responsible for obtaining compliance with laws, standards, and procedural policies in the development, construction and maintenance of improvements made to the Federal-aid Highway System; and

WHEREAS, the City and the State are providing funds for this project; and

NOW, THEREFORE, BE IT RESOLVED;

1. That the Cooperative Agreement for Project No. 0012(907) is hereby approved.

2. That the Mayor and the City Clerk are hereby authorized to execute the Agreement on behalf of the City.

3. That duly certified copies of the Resolution shall be furnished to the Idaho Transportation Department.

CERTIFICATION

I hereby certify that the above is a true copy of a Resolution passed at the special meeting of the Hailey City Council held on January, 30, 2012.

City of Hailey

Fritz Haemmerle, Mayor

ATTEST:

Mary Cone, City Clerk
COOPERATIVE AGREEMENT
PROJECT NO. A012(907)
WOODSIDE BLVD. COMPLETE STS INITIATIVE, HALEY
BLAINE COUNTY
KEY NO. 12907

PARTIES

This Agreement is made and entered into this ______ day of ______________, ______, by and between the IDAHO TRANSPORTATION DEPARTMENT, hereafter called the State, and the CITY OF HALEY, hereafter called the City.

PURPOSE

The City of Hailey has scheduled a project to improve Woodside Blvd. within the City limits, which improvements include a new traffic signal at the intersection of Woodside Blvd. and SH75. The State has agreed to contribute $200,000 in State funds for the signal installation and work related to the construction of the traffic signal. This Agreement will provide for the responsibilities of the parties in this project.

The City, by authority of Title 50, Idaho Code, may adopt and enforce traffic control ordinances within its corporate limits in accordance with the Manual on Uniform Traffic Control Devices for Streets and Highways, as adopted by the State.

Authority for this Agreement is established by Section 40-317 of the Idaho Code.

It is mutually agreed and understood by the Parties that:

SECTION I That the State will:

1. Upon execution of this Agreement and receipt of a written request from the City, pay to the City the amount of Two Hundred Thousand Dollars ($200,000) to be used for costs incurred in constructing the traffic signal at the intersection of Woodside Blvd. and SH75. This is a lump sum payment. No additional funds will be paid for this work.

2. Review and approve construction plans for the signal.

3. Permit the City to retain, maintain, connect to and improve all existing City-owned water lines, storm sewers, and sanitary sewer now in place on the state highway right-of-way within the project limits.

4. Train representatives designated by the City on emergency procedures related to signal shutdown or partial operation.
5. Retain ownership of the signal poles, controller, and cabinet for the traffic signal to be installed. Assume all necessary maintenance and operation responsibilities and costs thereof, excluding energy costs, that will be required to keep the traffic signal (including controller and cabinet), as installed, in continuous operation in conformance with the requirements of the Manual on Uniform Traffic Control Devices for Streets and Highways, as adopted by the State. This includes performing a complete annual check of the traffic signal equipment and operation and replacing all signal lamps on a scheduled basis.

6. Perform an inspection of the work upon notification from the City of substantial completion of the work.

SECTION II That the City will:

1. Provide all funding necessary for the work over and above the funds paid by the State under Section I, Paragraph 1 above.

2. Provide for design of the project, and provide the State an opportunity for appropriate reviews on all aspects of the traffic signal design.

3. Advertise for the construction of the project, open bids, and notify the State thereof. Provide to the State a copy of Contract Proposal form, Notice to Contractors and approved construction plans.

4. Prepare a contract estimate of cost and award a contract for construction of the project based on the successful low bid.

5. Designate an engineer in responsible charge and other personnel, as the City deems necessary, to supervise and inspect construction of the project in accordance with the plans, specifications and estimates in the manner required by applicable state and federal regulations. This engineer, or his authorized representatives, will prepare all monthly and final contract estimates, progress estimates and change orders.

6. Cause to be replaced to original, equal or better condition any existing sidewalks, curb and gutter, pavement, regulatory signs, and sewer facilities, except as herein stated as obligations of the State.

7. Upon request to energize, assume all energy costs required to operate the traffic signal, including overhead lighting.

8. By appropriate ordinance and police action, cooperate with and assist the State in prohibiting and removing encroachments on any part of the state highway right-of-way within the project limits.
9. Not use the traffic signal poles or mast arms for any purpose other than to support traffic control devices or luminaries.

10. Maintain, erect or install within the project limits only those traffic control devices, including signs that are in conformance with the Manual on Uniform Traffic Control Devices for Streets and Highways, as adopted by the State.

11. Comply with all pertinent sections of the State's Standard Specifications for Highway Construction in accomplishing all future trench backfill and pavement repairs on the state highways within the project limits.

12. Obtain concurrence of the State before installing or constructing any new, or relocating any existing sidewalk or any existing City-owned water line, storm sewer, sanitary sewer or other facilities on the state highways within the project limits.

13. Obtain concurrence from the State before vacating or closing any right-of-way connecting to the state highways within the project limits.

14. Obtain concurrence from the State before accepting any new street or alley right-of-way connecting to the state highways within the project limits.

15. Upon substantial completion of the work and before payment to the contractor, notify the State and provide the opportunity for inspection by the State of the completed project.

16. Maintain record of all costs incurred on the project. If requested by the State, provide records showing how the $200,000 was expended on the project and reimburse the State for any funds not utilized for costs associated with construction of the signal.

17. Indemnify, save harmless and defend regardless of outcome the State from expenses of and against suits, actions, claims, or losses of every kind, nature and description, including costs, expenses and attorney fees that may be incurred by reason of any negligent act or omission of the City in the construction and maintenance of the work.

**SECTION III** All parties agree that:

1. The traffic signal installation will not be altered or abandoned without the prior concurrence of both parties.
2. Should any of the traffic signal installation be damaged or destroyed through the wrongful or negligent act of any third party, the City and its agents will make every effort to determine the identity and whereabouts of the responsible party, and the State will attempt collection of the cost of repair or replacement. The Parties will share the costs of repair or replacement based on the share of approach legs if:

(a) Collection cannot be accomplished after reasonable attempt, or
(b) The damage or destruction was not caused by the wrongful or negligent act of a third party.

3. The parties agree to advance funds for the repair or replacement based on the share of approach legs. If the State is able to collect the cost of repair or replacement from the responsible party, it shall reimburse the City the advanced funds.

4. **Sufficient Appropriation.** It is understood and agreed that the State is a governmental agency, and this Agreement shall in no way be construed so as to bind or obligate the State beyond the term of any particular appropriation of funds by the State Legislature as may exist from time to time. The State reserves the right to terminate this Agreement if, in its sole judgment, the legislature of the State of Idaho fails, neglects or refuses to appropriate sufficient funds as may be required for the State to continue payments. Any such termination shall take effect immediately upon notice and be otherwise effective as provided in this Agreement.

5. This Agreement shall become effective on the first date mentioned above and shall remain in full force and effect until amended or replaced upon the mutual consent of the City and State.
EXECUTION

This Agreement is executed for the State by its District Engineer, and executed for the City by the Mayor, attested to by the City Clerk, with the imprinted corporate seal of the City of Hailey.

IDAHO TRANSPORTATION DEPARTMENT

APPROVED BY:

__________________________
District Engineer

Deputy Attorney General

ATTEST:

__________________________
City Clerk

By regular/special meeting held on

Mayor

Acknowledged By:

__________________________
Chairman, Board of Commissioners
Blaine County

hm:12907 Coop.docx