

AGENDA ITEM SUMMARY

DATE: 3/10/2008

DEPARTMENT: Legal

DEPT. HEAD SIGNATURE: _____

SUBJECT:

Letter regarding Spring Canyon

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

I have been informed that on March 4, 2008, the Blaine County Commissioners gave a preliminary approval of Spring Canyon's community housing plan. If you recall, the Sewer Services Agreement provides that Spring Canyon will pay Hailey Ice \$250,000 within seven days of the county's preliminary approval of the community housing plan. The Council agreed to provide a letter that Spring Canyon satisfied the requirement relating to the community housing plan. Therefore, I am enclosing a letter that confirms the satisfaction of the community housing requirement.

In addition, I have been asked to confirm the location of the hookup to Hailey's sewer system. Tom provided me with two locations for a sewer hookup. Finally, I have been asked to confirm that Hailey will grant an easement over the entrance of Lion's Park for a bike path. I have developed some language in the letter which would allow for such an easement but would allow Hailey to safely locate the easement. For your benefit, I am enclosing a copy of the Croy Canyon Ranch I plat, which shows the approximate location of an easement.

I would ask that you review the letter and approve of its contents. If you have any questions, please contact me. Thanks.

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:

If satisfactory, make a motion to approve of the letter to Spring Canyon.

FOLLOW-UP REMARKS:

March 6, 2008

Barry J. Luboviski, Esq.
Luboviski, Wygle, Fallowfield and Ritzau, P.A.
P.O. Box 1172
Ketchum, ID 83340

Re: Spring Canyon Ranch

Dear Barry:

Paragraph 3 of the Sewer Services Agreement provides that Spring Canyon's right to connect into Hailey's municipal sewer system is conditioned upon the preliminary approval by the Blaine County Board of County Commissioners under Section 10-5-4(N)(1) of the Blaine County Code of the Community Housing Plan as defined in Paragraph 3 of the Sewer Services Agreement in substantially the same form. Blaine County Planning and Zoning Administrator Tom Bergin has informed me that on March 4, 2008, your client received the preliminary approval by the Blaine County Board of County Commissioners under Section 10-5-4(N)(1) of the Blaine County Code of the Community Housing Plan. This letter constitutes Hailey's confirmation that the condition of preliminary approval under Paragraph 3 of the Sewer Services Agreement is satisfied.

In addition, I am enclosing a partial aerial photograph of Hailey with an overlay of the main sewer lines of the Hailey municipal sewer system. The connection of the sewer main line that will be serving your client's property is located within the Bullion Street right-of-way to the east of Bullion Street Bridge at either the approximate locations denoted as 20212QT or 24112AT.

Finally, Hailey is willing to grant an non-exclusive easement for a bike path to the Blaine County Recreation District for public non-motorized access over the entrance to Lion's Park to the extent necessary to accommodate a twenty foot (20') wide easement. At the west side of the Lion's Park entrance, the easement will connect to the 20' wide public pathway easement identified on the official plat of the Croy Canyon Ranch Subdivision I, recorded as Instrument No. 538769, records of the County Recorder, Blaine County, Idaho. At the river side of the Lion's Park entrance, the easement will terminate at a location allowing a connection to the existing Bullion Street Bridge. The easement over the Lion's Park entrance will be located by Hailey, in its sole discretion, but Hailey agrees to locate the path in such a location and manner to allow the most direct route for the bike path, provided the path will safely allow access over the entrance to Lion's Park. Hailey will not be responsible for the cost of construction of bike path.

Barry Luboviski, Esq.
March 6, 2008
Page 2

If you have any questions, please contact me. Thank you.

Sincerely,

Ned C. Williamson

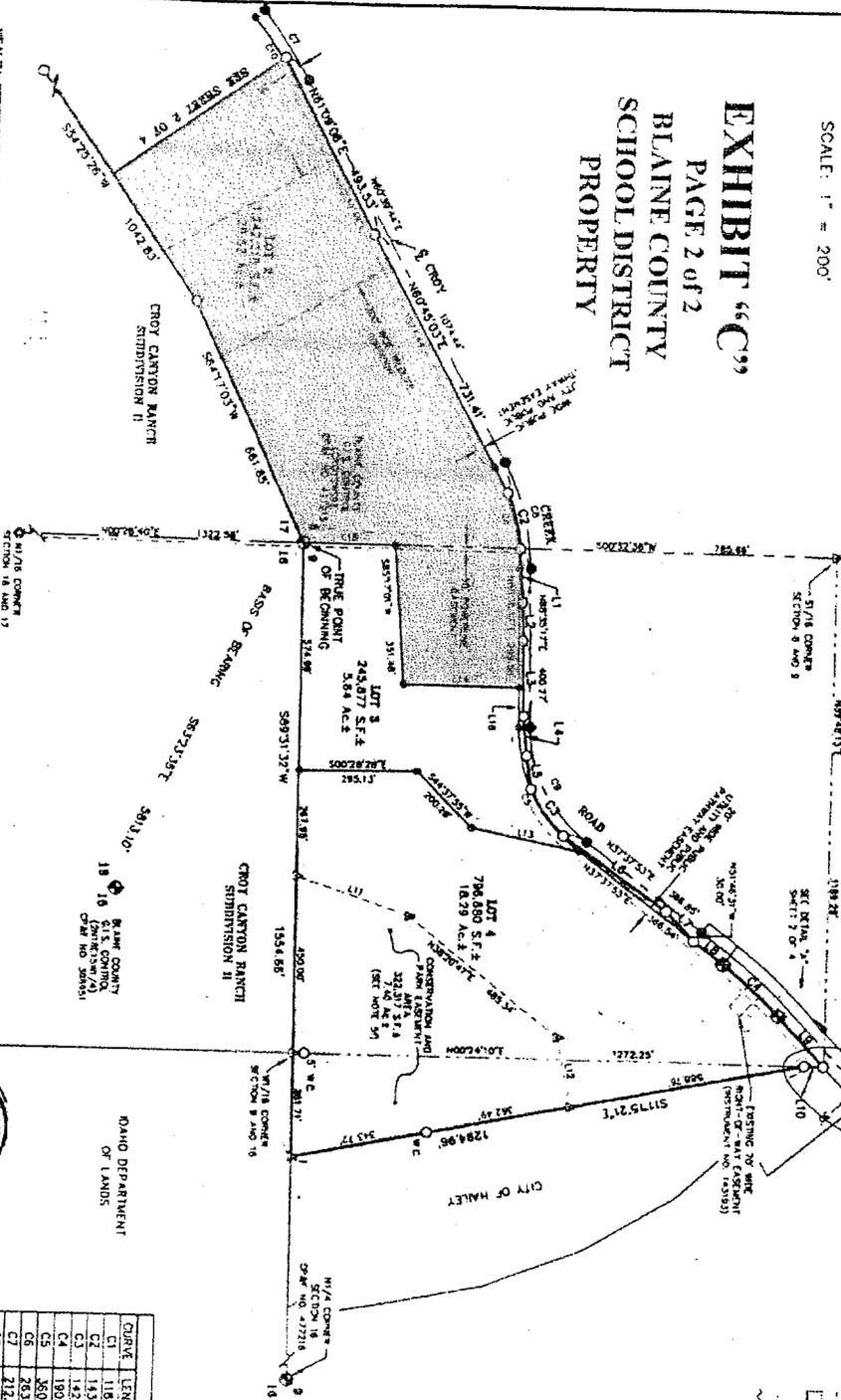
NCW/jrs
encl.

cc: Mayor and City Council (w/ encl.)
Tom Hellen (w/ encl.)
Heather Dawson (w/ encl.)

A PLAT SHOWING CROY CANYON RANCH SUBDIVISION I LOCATED WITHIN SECTIONS 8, 9, AND 17, T.2 N., R.18 E., B.M., BLAINE COUNTY, IDAHO JULY 2006

EXHIBIT 'C' PAGE 2 OF 2 BLAINE COUNTY SCHOOL DISTRICT PROPERTY

SCALE: 1" = 200'



LEGEND

- 1/4 Section Line
- 1/16th Section Line
- Boundary Line
- Lot Line
- Adjoining Property Line
- Centerline
- Floodplain Boundary/LOA Boundary
- 1997 Floodway Boundary (Flow)
- Building Footprint
- Easement Line (As Depicted Herein)
- Acre Dedicated to Blaine County (See Notes 2a and 2b)
- Red Anticline Zone
- Red Anticline Zone
- Found Aluminum Cap
- Found Brass Cap
- Found Iron Pipe
- Found 5/8" steel
- Found 5/8" Rebar, Witness Corner Set Along Property Line as Depicted
- Set 1/2" Pacer, B.L.S. 11779
- As Depicted
- Disputed Point (The Pin Set)

LINE	BEARING	LENGTH
L1	N82°25'22"E	136.18
L2	N82°42'31"E	96.43
L3	N88°33'07"E	190.57
L4	N91°23'02"E	100.04
L5	N01°12'03"E	86.76
L6	N05°49'20"E	218.87
L7	N46°44'50"E	103.73
L8	N41°22'52"E	93.10
L9	N41°23'52"E	171.83
L10	S82°24'10"W	48.77
L11	N11°35'10"E	299.10
L12	N78°44'19"E	179.12
L13	N11°12'41"E	274.12
L14	S00°32'26"W	297.33
L15	S00°32'26"W	230.00
L16	N88°35'17"E	190.69
L17	N00°24'10"E	7.81
L18	S47°23'52"E	46.80
L19	N32°31'08"E	27.46
L20	S42°36'08"E	71.57

CURVE	LENGTH	RADIUS	ANGULAR	CHORD	CHORD DIRECTION
C1	118.66	568.00	58.56	1158.11	N 118° 56' E
C2	143.46	564.70	72.67	1223.75	N 143° 46' E
C3	142.57	390.00	72.09	829.43	N 142° 57' E
C4	190.27	1115.92	82.34	876.97	N 190° 27' E
C5	380.19	405.00	182.89	503.74	N 380° 19' E
C6	283.19	546.00	134.27	273.53	N 283° 19' E
C7	212.82	1150.00	106.56	1035.12	N 212° 82' E
C8	277.82	570.00	178.09	403.74	N 277° 82' E
C9	333.51	515.00	178.09	403.74	N 333° 51' E
C10	296.55	1120.00	103.77	1035.12	N 296° 55' E

HEALTH CERTIFICATE: Sanitary restrictions as required by Idaho Code Title 50, Ch. 13, have been applied. Any restrictions may be reimposed in accordance with Idaho Code Title 50, Ch. 13, Sec. 50-1316, by issuance of a Certificate of Disapproval.

Date: 7-21-2006

R. J. ...
State Center District Health Dept., BHS

SEE SHEET 3 OF 4 FOR PLAT NOTES



CORY M. MCCAMMON, P.L.S. 11779

CROY CANYON RANCH SUBDIVISION I
GALTEA ENGINEERING, INC.
KETCHIK, IDAHO
SHEET 1 OF 4
Job No. 000532 plat-211

Heather Dawson

From: Ned Williamson [wlo@cox-internet.com]
Sent: Monday, February 25, 2008 9:56 AM
To: Dawson, Heather; Hellen, Tom; Keefer, Becki
Subject: DEQ Site Agreement
Attachments: DEQ Indemnification Agr.doc

Here is a proposed Site Access Agreement with DEQ so they can start the assessment in Lion's Park. Please review for any corrections or suggestions. I would ask that we put this on the 3-10-08 agenda for approval. Thanks.

Ned

Ned C. Williamson, Esq.
Williamson Law Office, PLLC
115 Second Avenue South
Hailey, Idaho 83333
Ph. (208) 788-6688
Fax (208) 788-7901

CONFIDENTIALITY NOTICE: This e-mail transmission, and any documents, files or previous e-mail messages attached to it may contain confidential information that is legally privileged. If you are not the intended recipient, or a person responsible for delivering it to the intended recipient, you are hereby notified that any disclosure, copying, distribution or use of any of the information contained in or attached to this transmission is **STRICTLY PROHIBITED**. If you have received this transmission in error, please immediately notify the sender. Please destroy the original transmission and its attachments without reading or saving in any manner. Thank you.

IRS CIRCULAR 230 DISCLOSURE: To ensure compliance with requirements imposed by the IRS, we inform you that any tax advice contained in this communication, unless expressly stated otherwise, was not intended or written to be used, and cannot be used, for the purpose of (i) avoiding tax-related penalties under the Internal Revenue Code or (ii) promoting, marketing or recommending to another party any tax-related matter(s) addressed herein.

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 March, 2008.

Richard L. Davis, Mayor, City of Hailey
Owner

DATED this ___ day of March, 2008.

Idaho Department of Environmental Quality

TELEPHONE COMPARISONS

LOCATION	PHONE #	Mcleod 1/23/2008	QWEST BID	SAVINGS	
115 Main St. S. City leadership	788-9814	52.6	38.37	14.23	
HPD	788-0196	38.18	35.18	3.00	
HPD	788-3531	63.58	35.18	28.40	
HPD	788-3532	42.68	35.18	7.50	
FAX - HPD	788-6566	38.18	35.18	3.00	
ANIMAL CONTROL	788-3901	50.13	0	50.13	92.03
LIBRARY	788-1405	38.18	38.37	(0.19)	
LIBRARY	788-8607	38.18	30.38	7.80	
LIBRARY	788-2036	47.13	30.38	16.75	
FAX - LIBRARY	788-7646	38.18	30.38	7.80	32.16
FINANCE	788-2737	61.13	38.37	22.76	
base #	788-4221	89.13	38.37	50.76	
FINANCE	788-2934	57.13	38.37	18.76	
FINANCE	788-8563	47.13	0	47.13	
FINANCE	788-8641	38.18	0	38.18	
FINANCE	788-9497	47.13	0	47.13	
FINANCE	788-9724	49.65	0	49.65	
FAX - FINANCE	788-2924	38.18	30.38	7.80	282.17
PUBLIC WORKS	788-8150	49.65	30.38	19.27	
PW & Eng	788-9830	58.6	30.38	28.22	47.49
BUILDING	788-9815	52.6	38.37	14.23	
bldg & Planning	788-9740	52.6	30.38	22.22	
bldg & Planning	788-9761	49.65	30.38	19.27	55.72
UNKNOWN	788-6147	38.18	0	38.18	
UNKNOWN	788-8109	38.18	0	38.18	
Sub Total		1214.14	613.98	600.16	
4297 Woodside Treatment Plant	578-0248	38.18	38.37	(0.19)	
	578-2211	53.13	38.37	14.76	
	578-2212	44.18	30.38	13.80	
	578-2223	38.18	30.38	7.80	
	578-2224	38.18	30.38	7.80	
Sub Total		211.35	167.33	43.97	
HFD 617 3rd Ave. S.	788-2461	28.25	35.18	(6.93)	
HFD	788-3147	47.13	35.18	11.95	
FAX - HFD	788-0279	39.43	35.18	4.25	
Sub Total		36.56	70.36	16.20	
1811 Merlin Loop STREET SHOP	788-2127	53.13	38.37	14.76	
STREET SHOP	788-3686	44.18	30.38	13.80	
STREET SHOP	788-5965	53.13	30.38	22.75	
Sub Total		150.44	99.13	51.31	
Total Prior to Long Distance		382.99	351.35	711.64	

QWEST TOTAL ADVANTAGE® AGREEMENT – Monthly Assessment

This Qwest Total Advantage Agreement ("Agreement") is between Qwest Communications Corporation including its subsidiaries ("Qwest" or "QCC") and City Of Hailey ("Customer") and is effective on the date QCC signs it ("Effective Date"). The offer contained in this document is only valid through **March 31, 2008**, and will expire if Customer does not execute and deliver the Agreement to QCC on or before that date.

CUSTOMER: City Of Hailey

QWEST COMMUNICATIONS CORPORATION

By: Heather Dawson
Name: Heather Dawson
Title: City Administrator
Date: 2/27/2008

By: _____
Name: _____
Title: _____
Date: _____

1. **Services.** QCC will provide, and Customer will purchase, the services ("Services") set forth in service exhibits ("Service Exhibits") attached hereto. Customer agrees that it will not resell the Services and that its use of the Services will comply with all applicable laws. Qwest will provide Service if: (a) there is a valid, accurate, and complete Order Form submitted by Customer; (b) adequate capacity is available; and (c) Qwest accepts the Order Form. Qwest may change features or functions of its Services; for material changes, Qwest will provide 30 days prior written notice, but may provide a shorter notice period if the change is based upon Regulatory Activity. The Service Exhibits attached hereto as of the Effective Date are indicated by checking the box:

- | | | |
|--|--|---|
| <input type="checkbox"/> Anti-Virus/Anti Spam | <input type="checkbox"/> Integrated Management | <input type="checkbox"/> Private Routed Network |
| <input type="checkbox"/> ATM - Domestic | <input type="checkbox"/> Intelligent Pre-Route | <input type="checkbox"/> Q Routing |
| <input type="checkbox"/> ATM - International | <input type="checkbox"/> Intrusion Detection Service | <input type="checkbox"/> Qwest iQ Networking - Domestic |
| <input type="checkbox"/> Conferencing | <input type="checkbox"/> Local Access | <input type="checkbox"/> Qwest iQ Networking - Domestic and International |
| <input type="checkbox"/> Dedicated Hosting | <input type="checkbox"/> Managed Firewall - VPN | <input type="checkbox"/> Remote Access |
| <input type="checkbox"/> Disaster Recovery | <input type="checkbox"/> Managed Web Hosting | <input type="checkbox"/> Rental CPE |
| <input type="checkbox"/> Domestic Network Diversity | <input type="checkbox"/> Metro Private Line | <input type="checkbox"/> Select Advantage (for CPE and Professional Services) |
| <input type="checkbox"/> Backhaul Pricing Sheet | <input type="checkbox"/> Metropolitan Optical Ethernet | <input type="checkbox"/> Storage |
| <input type="checkbox"/> Frame Relay - Domestic | <input type="checkbox"/> Notify | <input checked="" type="checkbox"/> Voice - Domestic |
| <input type="checkbox"/> Frame Relay - International | <input type="checkbox"/> OneFlex Hosted VoIP | <input type="checkbox"/> Voice - International |
| <input type="checkbox"/> Hosted IVR for Virtual Ports | <input type="checkbox"/> OneFlex Integrated Access | |
| <input type="checkbox"/> Hosted IVR for Minutes of Use | <input type="checkbox"/> OneFlex Managed IP Communications | |
| <input type="checkbox"/> Hosted IVR Carrier Neutral Option | <input type="checkbox"/> Perimeter Check | |
| <input type="checkbox"/> Hosted IVR Custom Support | <input type="checkbox"/> Private Line - Domestic | |
| Services for Hosted Systems - SOW | <input type="checkbox"/> Private Line -International | |

2. **Term; Commitment; and QTA Discount.** The "Revenue Commitment," "Initial Term" of the Agreement, and "QTA Discount" are as follows: \$100/month; three years; 0% (Code: 490130).click to select \$15,000 - \$75,000. During the Initial Term, Qwest will apply: (a) for Dynamic Rates, the rates in effect as of the Effective Date unless Customer receives a promotional net rate; or (b) for Static Rates, the rates that are in effect at the time the service is ordered. At the end of the Initial Term, this Agreement will automatically renew for consecutive renewal periods equal to the Initial Term (a "Renewal Term") if not terminated earlier in accordance with this Agreement. When the Agreement renews, Qwest will apply: (c) for Dynamic Rates, the then-current rates unless Customer received a promotional net rate; or (d) for Static Rates, the rates that are in effect at the time the service is ordered. After the conclusion of each Service's minimum service period, Qwest reserves the right to modify Static Rates and promotional discounts off Dynamic Rates upon not less than 30 days prior written notice to Customer; provided that Qwest may reduce the foregoing notice period or modify rates or discounts prior to the conclusion of the minimum service period, as necessary, if such modification is based upon Regulatory Activity. The Initial Term and each Renewal Term are referred to as the "Term." Individual Service Exhibits specify the Service's MRCs, usage charges, discounts, if any, and whether the Service is a Recipient Service.

3. **Contributory Charges.** Starting three months after the Effective Date, Customer's aggregate Contributory Charges must equal or exceed the Revenue Commitment during each Measurement Period. Customer authorizes QCC, its Affiliates, or its agents to use billing information to measure Customer's Revenue Commitment. If Customer fails to meet its Revenue Commitment, Customer must pay QCC a Shortfall charge.

4. **Payment.** Customer must pay QCC all charges within 30 days from the invoice date. Any amount not paid when due will be subject to late interest of 1% per month. Customer must also pay QCC any applicable Taxes assessed in connection with Customer's Services. Taxes are subject to change. QCC may reasonably modify the payment terms or require other assurance of payment based on Customer's payment history or a material and adverse change in Customer's financial condition.

5. **Licenses; Dispatch Fee.**

5.1 If Qwest must access a building that houses Customer's premises to install, operate, or maintain Service or associated Qwest equipment, Customer will provide or secure at Customer's expense the following items: (a) appropriate space and power; and (b) rights or licenses.

5.2 Any facility or equipment repairs on Customer's side of the demarcation point are Customer's responsibility. If Customer requests a technician visit for a problem that Qwest determines: (a) not to be caused by Qwest facilities or equipment on the Qwest side of the

QWEST TOTAL ADVANTAGE® AGREEMENT – Monthly Assessment

demarcation point; or (b) is on Customer's side of the demarcation point, Qwest will assess a separate dispatch fee. Qwest will notify Customer and obtain Customer's authorization before dispatching a technician.

6. Disclaimer of Warranties. EXCEPT FOR EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT, SERVICE EXHIBIT, OR DETAILED DESCRIPTION, QWEST DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, SERVICE EXHIBIT, OR DETAILED DESCRIPTION, CUSTOMER ASSUMES TOTAL RESPONSIBILITY FOR USE OF THE SERVICES. QCC DISCLAIMS: (A) ANY LIABILITY FOR LOSS, DAMAGE, OR INJURY TO ANY PARTY AS A RESULT OF ANY CPE; AND (B) ALL WARRANTIES FOR CPE.

7. Limitation of Liability.

7.1 NEITHER PARTY, ITS AFFILIATES, AGENTS, OR CONTRACTORS WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, RELIANCE, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR FOR ANY LOST PROFITS OR REVENUES OR LOST DATA OR COSTS OF COVER RELATING TO THE SERVICES OR THIS AGREEMENT, REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS ASSERTED. WITH REGARD TO ANY SERVICE-RELATED CLAIM BY CUSTOMER FOR DAMAGES THAT IS NOT LIMITED BY THE PRECEDING SENTENCE, CUSTOMER'S EXCLUSIVE REMEDIES FOR SUCH CLAIM WILL BE LIMITED TO: (A) THOSE REMEDIES SET FORTH IN THE APPLICABLE SERVICE LEVEL AGREEMENT; OR (B) IF NO SERVICE LEVEL AGREEMENT EXISTS, THE TOTAL MRCs OR USAGE CHARGES PAID BY CUSTOMER TO QCC FOR THE AFFECTED SERVICE IN THE ONE MONTH IMMEDIATELY PRECEDING THE OCCURRENCE OF THE EVENT GIVING RISE TO THE CLAIM. EACH PARTY'S TOTAL AGGREGATE LIABILITY RELATED TO THIS AGREEMENT WILL NOT EXCEED THE TOTAL MRCs AND USAGE CHARGES PAID BY CUSTOMER TO QCC UNDER THIS AGREEMENT IN THE THREE MONTHS IMMEDIATELY PRECEDING THE OCCURRENCE OF THE EVENT GIVING RISE TO THE CLAIM ("DAMAGE CAP"). This limitation of liability and Damage Cap will not apply to a party's indemnification obligations or Customer's payment obligation for charges under this Agreement, (e.g., Service charges, Taxes, interest, Shortfall charges, Early Termination Charges, and Cancellation Charges).

7.2 Any claim relating to this Agreement must be brought within two years after the claim arises.

8. Personal Injury, Death, and Property Damage. Each party will be responsible to the other party for the actual, physical damages directly caused by its negligent acts or omissions in the course of its performance under this Agreement, limited to damages resulting from personal injury or death to a party's employees and loss or damage to a party's personal tangible property. Damages under this Section will be subject to the limitation of liability in this Agreement but not the Damage Cap.

9. Indemnification. Each party will defend and indemnify the other party, its Affiliates, agents, and contractors against all third party claims, liabilities, costs, and expenses, including reasonable attorneys' fees, involving personal injury or death to persons or loss or damage to personal tangible property resulting from the gross negligence or willful misconduct of the indemnifying party. Customer will also defend and indemnify QCC, its Affiliates, agents, and contractors against all third party claims, liabilities, costs, and expenses, including reasonable attorneys' fees, related to the modification or resale of the Services by Customer or End Users, or any AUP violation.

10. Termination.

10.1 Service; Service Exhibit. Either party may terminate an individual Service or a Service Exhibit: (a) in accordance with the individual Service Exhibit's term requirements with 60 days prior written notice to the other party; or (b) for Cause. If Service or a Service Exhibit is terminated by Customer for any reason other than for Cause or by Qwest for Cause, then Customer will pay Cancellation Charges, if any, under the terms of the Service Exhibit. Customer will remain liable for charges accrued but unpaid as of the termination date.

10.2 Agreement. Either party may terminate this Agreement and all Service by: (a) providing written notice to the other party of its intention not to renew the Agreement at least 60 days prior to the expiration of the then current Term; or (b) for Cause. If Customer terminates this Agreement for Service-related claims, Cause to terminate an individual Service Exhibit will not constitute Cause to terminate this Agreement; rather, Cause to terminate the entire Agreement for Service-related claims will exist only if Customer has Cause to terminate all or substantially all of the Services under the applicable service level agreement, Service Exhibit, or Tariff. If Customer terminates this Agreement for Convenience or QCC terminates it for Cause prior to the conclusion of the Term, then Customer will pay the higher of: (c) the Early Termination Charge; or (d) the total Cancellation Charges that apply for terminating all QCC Service at the time the Agreement is terminated.

11. CPNI. Qwest is required by law to treat CPNI confidentially. Customer agrees that Qwest may share CPNI within its business operations (e.g., wireless, local, long distance, and broadband services divisions), and with businesses acting on Qwest's behalf, to determine if Customer could benefit from the wide variety of Qwest products and services, and in its marketing and sales activities. Customer may withdraw its authorization at any time by informing Qwest in writing. Customer's decision regarding Qwest's use of CPNI will not affect the quality of service Qwest provides Customer.

12. Confidentiality; Publicity. Neither party will, without the prior written consent of the other party: (a) disclose any of the terms of this Agreement or use the name or marks of the other party or its Affiliates; or (b) disclose or use (except as expressly permitted by, or required to achieve the purposes of, this Agreement) the Confidential Information of the other party. Each party will use reasonable efforts to protect the other's Confidential Information, and will use at least the same efforts to protect such Confidential Information as

QWEST TOTAL ADVANTAGE® AGREEMENT – Monthly Assessment

the party would use to protect its own. Qwest's consent may only be given by its Legal Department. A party may disclose Confidential Information if required to do so by a governmental agency, by operation of law, or if necessary in any proceeding to establish rights or obligations under this Agreement, provided that the disclosing party gives the non-disclosing party reasonable prior written notice.

13. Governing Law; Dispute Resolution.

13.1 Governing Law; Forum. Colorado state law, without regard to choice-of-law principles, governs all matters relating to this Agreement. Any legal proceeding relating to this Agreement will be brought in a U.S. District Court, or absent federal jurisdiction, in a state court of competent jurisdiction, in the location of the party to this Agreement not initiating the action, as indicated in the Notices section. But Qwest may, at its discretion, initiate proceedings in Denver, Colorado to collect undisputed amounts billed.

13.2 Waiver of Jury Trial and Class Action. Each party, to the extent permitted by law, knowingly, voluntarily, and intentionally waives its right to a jury trial and any right to pursue any claim or action relating to this Agreement on a class or consolidated basis or in a representative capacity.

14. Notices.

14.1 Required Notices. Customer's current address, facsimile number, and person designated for notices are: City Of Hailey 115 S Main St. Hailey Idaho, 83333 contact Robin Crotty at 208 788-8641. Unless otherwise provided herein, all required notices to QCC must be in writing, sent to 1801 California St., #900, Denver, CO 80202; Fax: 888-778-0054; Attn.: Legal Dept., and to Customer at its then current address as reflected in QCC's records Attn.: General Counsel or other person designated for notices. Unless otherwise provided herein or in a Service Exhibit, all notices will be deemed given: (a) when delivered in person to the recipient named above; (b) three business days after mailed via regular U.S. Mail; (c) when delivered via overnight courier mail; or (d) when delivered by fax if duplicate notice is also sent by regular U.S. Mail.

14.2 Service Termination Notices. Customer's notice of termination for QCC Services must be sent via mail, facsimile or e-mail to: Qwest, Attn.: Dublin Service Center, GBM Disconnects, 4650 Lakehurst, 2nd Floor Disconnect Center, Dublin, OH 43017, FAX: 866.887.6633, e-mail: GBMdisconnects@qwest.com. Such termination will be effective 30 days after QCC's receipt of the notice, unless a longer period is otherwise required. For Services under the Select Advantage Service Exhibit, Customer must call the customer care number specified on Customer's invoice to provide notice of termination.

15. Assignment. Either party may assign this Agreement without the other party's prior written consent: (a) in connection with the sale of all or substantially all of its assets; (b) to the surviving entity in any merger or consolidation; (c) to an Affiliate; or (d) to satisfy a regulatory requirement imposed upon a party by a governmental body with appropriate authority; provided such party gives the other party 30 days prior written notice of such assignment. Any assignee of the Customer must have a financial standing and creditworthiness equal to or better than Customer's, as reasonably determined by Qwest, through a generally accepted, third party credit rating index (i.e. D&B, S&P, etc.). Any other assignment will require the prior written consent of the other party.

16. General. This Agreement is intended solely for QCC and Customer, and not to benefit any other person or entity (e.g., End Users). If any term of this Agreement is held unenforceable, such term will be construed as nearly as possible to reflect the original intent of the parties and the remaining terms will remain in effect. Except for time requirements as specifically stated in a Service Exhibit or SLA, neither party's failure to insist upon strict performance of any provision of this Agreement will be construed as a waiver of any of its rights hereunder. All terms of this Agreement that should by their nature survive the termination of this Agreement will so survive. In the event of a conflict in any term of any documents that govern the provision of Services hereunder, the following order of precedence will apply in descending order of control: a Service Exhibit, this Agreement, and any Order Form. If Services are provided pursuant to a Tariff or RSS, as described in the applicable Service Exhibits, the order of precedence will apply in the following descending order of control: Tariff, Service Exhibit, Agreement, RSS, and Order Form. Certain Service Exhibits may contain terms that vary considerably from the terms set forth in this Agreement. Neither party will be liable for any delay or failure to perform its obligations hereunder if such delay or failure is caused by a Force Majeure Event. Except for Service modifications initiated by QCC or as set forth in a Service Exhibit, all amendments to this Agreement must be in writing and signed by the parties' authorized representatives. Each party reserves the right at any time to reject any handwritten change to this Agreement. Customer represents that its full legal name is accurately stated, the person signing this Agreement is duly authorized to do so, and the execution of this Agreement is not in conflict with any laws, charters, bylaws, articles of association, or agreements to which Customer is bound or affected. Qwest may act in reliance upon any instruction or signature reasonably believed by Qwest to be genuine.

17. Entire Agreement. This Agreement, any applicable Service Exhibit, Detailed Description, Order Forms, and QCC-issued and Customer-accepted quote forms constitute the entire agreement between Customer and QCC and supersede all prior oral or written agreements or understandings relating to this subject matter.

18. Definitions.

"Affiliate" means any entity controlled by, controlling, or under common control with a party.

"Annual Period" is each 12 month period following the Effective Date.

"AUP" means the Qwest Acceptable Use Policy, which is posted at <http://www.qwest.com/legal/>, including all future revisions.

"Cancellation Charge" means: (a) charges that apply if a QCC Service is canceled for Convenience before its minimum service period described in the Service Exhibit expires; (b) charges incurred by QCC from a third party provider as a result of an early termination for Convenience; and (c) Termination Charges as set forth in the Qwest Select Advantage Service Exhibit.

QWEST TOTAL ADVANTAGE® AGREEMENT – Monthly Assessment

"Cause" means the failure of a party to perform a material obligation under this Agreement, which failure is not remedied: (a) for payment defaults by Customer, within five days of separate written notice from QCC of such default; or (b) for any other material breach, within 30 days of written notice (unless a different notice period is specified in this Agreement).

"Confidential Information" means any information that is not generally available to the public, whether of a technical, business, or other nature, (including Customer information or CPNI), and that: (a) the receiving party knows or has reason to know is confidential, proprietary, or trade secret information of the disclosing party; and/or (b) is of such a nature that the receiving party should reasonably understand that the disclosing party desires to protect such information against unrestricted disclosure. Confidential Information will not include information that is in the public domain through no breach of this Agreement by the receiving party or is already known or is independently developed by the receiving party.

"Contributory Charges" means: (a) all MRCs and usage charges for Services ordered under this Agreement after the Effective Date and incurred during the Term; and (b) all MRCs and usage charges for QC Contributory Services, Qwest Wireless Contributory Service, QCC Logic™, QCC Qwest Choice™ Unlimited, Desktop Management Services, Telecom Management Services, and QCC Keynote Perspective™ ordered before or after the Effective Date under separate agreements and incurred during the Term. Contributory Charges do not include NRCs; Local Access, pass-through, and uncollectible charges; Taxes; Conferencing advanced feature charges; worldcard® payphone surcharges; other surcharges; issued credits; or other charges not specified as Contributory Charges under this Agreement.

"Convenience" means any reason other than Cause.

"CPE" means any customer equipment, software, and/or other materials of Customer used in connection with the Service.

"CPNI" means Customer Proprietary Network Information, which includes confidential account, usage, and billing-related information about the quantity, technical configuration, type, destination, location, and amount of use of a customer's telecommunications services. CPNI reflects the telecommunications products, services, and features that a customer subscribes to and the usage of such services, including call detail information appearing in a bill. CPNI does not include a customer's name, address, or telephone number.

"Detailed Description" is defined in the Select Advantage Service Exhibit.

"Dynamic Rates" means rates based upon Qwest database entries which may change as described in this Agreement.

"Early Termination Charge" equals: (a) 100% of the Revenue Commitment times the number of months remaining in the then current Annual Period in which the Agreement is terminated; plus (b) 35% of the total Revenue Commitment for any other Annual Period(s) remaining in the Term.

"End User" means Customer's members, end users, customers, or any other third parties who use or access the Services or the QCC network via the Services.

"Force Majeure Event" means an unforeseeable event beyond the reasonable control of that party, including without limitation: act of God, fire, flood, labor strike, sabotage, cable cut not caused by QCC, acts of terror, material shortages or unavailability, government laws or regulations, war or civil disorder, or failures of suppliers of goods and services.

"Measurement Period" means each monthly billing cycle following the Effective Date.

"MRC" means monthly recurring charge.

"NRC" means nonrecurring charge.

"Order Form" means order request forms issued by QCC; for QCC services that require a quote to validate the Order Form pricing, Order Form will be understood to include the quote and the quote will take precedence over the order request form, but not over the Service Exhibit.

"QC Contributory Services" means the following services provided by Qwest Corporation ("QC"):

- (a) Switched business communications services - Centrex and Centron®;
- (b) Complex access services - Analog Trunks, Digital Switched Service (DSS), ISDN Services, Uniform Access Solution, and Self Healing Alternate Route Protection (SHARP);
- (c) Access line services - Business Local Exchange Lines (including, but not limited to Qwest Choice™ Business packages);
- (d) LAN/WAN services - LAN Switching Services (LSS), business DSL, ATM (IntraLATA), and Frame Relay (IntraLATA);
- (e) Private Line services - Digital Data Service (DDS) and Private Line; and
- (f) Other services - Call Reports, Contract Toll, and Directory Services.

"Qwest Wireless Contributory Service" means business wireless phone service provided by Qwest Wireless, L.L.C.

"Recipient Services" are those Services that receive the QTA Discount as set forth in Service Exhibits.

"Regulatory Activity" is a regulation or ruling, including modifications thereto, by any regulatory agency, legislative body or court of competent jurisdiction. Qwest reserves the right to amend, change, withdraw or file additional Tariffs or RSS in its sole discretion, with such updated Tariffs or RSS effective upon posting or upon fulfillment of any necessary regulatory requirements.

"RSS" means as applicable: QCC's Rates and Services Schedule posted at www.qwest.com/legal and other rate and term schedules, incorporated by this reference.

"Shortfall" means an amount equal to the difference between the Revenue Commitment and Customer's Contributory Charges paid during a Measurement Period.

"Static Rates" means rates that are in effect at the time service is ordered and which may change as described in this Agreement.

"Tariff" includes as applicable: QCC state tariffs, price lists, price schedules, administrative guidelines, catalogs, and rate and term

QWEST TOTAL ADVANTAGE® AGREEMENT – Monthly Assessment

schedules, incorporated by this reference.

"Taxes" means foreign, federal, state, and local excise, gross receipts, sales, privilege, or other tax (other than net income) now or in the future imposed by any governmental entity (whether such Taxes are assessed by a governmental authority directly upon QCC or the Customer) attributable or measured by the sale price or transaction amount, or surcharges, fees, and other similar charges, which are required or permitted to be assessed on the Customer.

**QWEST COMMUNICATIONS CORPORATION
LONG DISTANCE AND TOLL FREE 4/4 PROMOTIONAL ATTACHMENT**

PROMOTION CODE: 4AND4 MIDM

This promotional attachment ("Attachment") is subject in all respects to the Qwest Total Advantage® ("QTA") agreement between Qwest and Customer ("Agreement"). Capitalized terms not defined herein are defined in the Agreement.

1. **Scope.** The purpose of this Attachment is to offer promotional pricing ("Promotional Pricing") for Qwest's Long Distance and Toll Free services (individually "Service" and together "Services").
2. **Eligibility and Restrictions.** The Promotional Pricing in Section 3 below is available to: (a) new customers signing a new Agreement containing Service; (b) existing customers adding Service to their Agreement; or (c) existing customers whose Agreement contains Service and has no more than 3 months remaining in the Initial Term of a one year Term, 6 months remaining in the Initial Term of a two year Term, or 9 months remaining in the Initial Term of a three year Term. Customers must agree to a minimum \$100/monthly or \$1,200 annual commitment on their Agreement. The Promotional Pricing is also only available to customers with a maximum of \$5,000/monthly or \$60,000/annual commitment on their Agreement. To receive the Promotional Pricing, Customer must sign and return this Attachment during the period from March 15, 2007 through December 31, 2007 ("Promotional Period"). Promotional Pricing may only be combined with promotional pricing for Qwest services other than long distance and toll free and the Toll Free Features Bundle Promo. The Promotional Pricing may not be combined with any other discounts or promotions, including ICB pricing. Customers failing to meet the eligibility requirements outlined in this section and in the Promotional Pricing section will not receive Promotional Pricing.
3. **Promotional Pricing.** Qwest will charge the Promotional Pricing on the line with the Term Commitment corresponding to the Term of Customer's Agreement. The Promotional Pricing will be effective as of the second full monthly billing cycle following the Attachment Effective Date. This Attachment and the Promotional Pricing will terminate upon expiration or termination of the Service or of the Agreement.

Term Commitment	Intrastate/Interstate per Minutes of Use (MOU)	Per Number Access Line Charge MRC
1-year	\$.05	\$2.45
2-year	\$.045	\$1.75
3-year	\$.04	\$.90

4. **Miscellaneous.** All other terms not specifically set forth in this Attachment, including without limitation, any other rate elements, including local loops are as stated in the Agreement or in the Qwest Rate and Services Schedule. This Attachment will be effective as of the date it is executed by Qwest ("Attachment Effective Date"). All other terms set forth in the Agreement will remain in effect. This Attachment is hereby added to the Agreement. The order of control in descending order is: this Attachment; the Agreement. These documents set forth the entire understanding between the parties as to the subject matter of this Attachment and supersede any prior written or verbal statements, representations, and agreements concerning the subject matter.

Agreed to and Accepted:

CUSTOMER: City Of Hailey

By: Heather Dawson
 Name: Heather Dawson
 Title: City Administrator
 Date: 2/27/2008

QWEST COMMUNICATIONS CORPORATION

By: _____
 Name: _____
 Title: _____
 Date: _____



CUSTOMER INFORMATION

Account ID:	Sales Rep ID: A76V
Product Account ID:	Order Sign Date:
Orion/CORE Order #:	Bill Cycle:
Type of Change: <input checked="" type="checkbox"/> New <input type="checkbox"/> Add to Account <input type="checkbox"/> Admin. Change <input type="checkbox"/> Partial Disconnect	

The undersigned customer wishes to switch its current long distance service to Qwest Communications Corporation ("Qwest"). Qwest is hereby designated to act as the undersigned customer's agent for the purpose of: (1) notifying customer's local telephone company of the selection of Qwest as its primary interexchange carrier ("PIC"), and (2) ordering, in connection with Qwest's provision of service, changes in and/or maintenance on specific telecommunications service including, without limitation, adding to or rearranging such telecommunications service(s).

The undersigned customer's selection of Qwest will apply only to the telephone number(s) listed below. The undersigned customer hereby designates Qwest as its primary interexchange carrier for the following long distance services (**Customer MUST check one or both of the following service types as appropriate**):

- interLATA (including international) services; and/or
- intraLATA services.

Unless otherwise expressly agreed to in writing, Qwest shall have no obligations or responsibility to arrange for termination or removal of telecommunications services provided by long distance providers. The undersigned customer shall remain responsible for terminating and removing any such unwanted services and circuits provided by other long distance providers.

I understand that my local exchange carrier (LEC) may charge a fee to change long distance carriers and that I may contact my LEC to determine the specific charge. I represent that I have the authority to change communications carriers for each of the numbers identified below and that I am at least eighteen (18) years old. I understand that I may designate only one primary interexchange carrier for any one telephone number for state-to-state (interLATA), intrastate, and international usage; and that I may designate only one primary interexchange carrier for any one telephone number for intraLATA usage (where applicable). With these understandings, I select Qwest to provide the communications service types indicated above for each of the telephone numbers listed below.

Robin Crotty
 Signature (required)

2/27/08
 Date

Company Name: CITY OF HAILEY-CITY HALL	<input type="checkbox"/> Multiple Page LOA
Contact: <i>Robin Crotty</i>	Page _____ of _____
Title: <i>Administrative Assistant</i>	(Customer Initials)

Billing Address: **115 MAIN ST S**

City: **HAILEY** State: **ID** Zip Code: **83333**

Phone Number: *208-788-4221 ext. 12* Fax Number: *208-788-2924*

Comments:

Telephone Number(s) to be PIC'ed

Access Method	Telephone #	PAC Code	# of Digits	Index	Bill-to Number (BTN)
<input checked="" type="checkbox"/> 1+ <input type="checkbox"/> 10XXX	2087889814	<input type="checkbox"/> V <input type="checkbox"/> NV			
<input checked="" type="checkbox"/> 1+ <input type="checkbox"/> 10XXX	2087880196	<input type="checkbox"/> V <input type="checkbox"/> NV			
<input checked="" type="checkbox"/> 1+ <input type="checkbox"/> 10XXX	2087883531	<input type="checkbox"/> V <input type="checkbox"/> NV			
<input checked="" type="checkbox"/> 1+ <input type="checkbox"/> 10XXX	2087883532	<input type="checkbox"/> V <input type="checkbox"/> NV			
<input checked="" type="checkbox"/> 1+ <input type="checkbox"/> 10XXX	2087886566	<input type="checkbox"/> V <input type="checkbox"/> NV			
<input checked="" type="checkbox"/> 1+ <input type="checkbox"/> 10XXX	2087881405	<input type="checkbox"/> V <input type="checkbox"/> NV			
<input checked="" type="checkbox"/> 1+ <input type="checkbox"/> 10XXX	2087882036	<input type="checkbox"/> V <input type="checkbox"/> NV			
<input checked="" type="checkbox"/> 1+ <input type="checkbox"/> 10XXX	2087888607	<input type="checkbox"/> V <input type="checkbox"/> NV			
<input checked="" type="checkbox"/> 1+ <input type="checkbox"/> 10XXX	2087887646	<input type="checkbox"/> V <input type="checkbox"/> NV			
<input checked="" type="checkbox"/> 1+ <input type="checkbox"/> 10XXX	2087882737	<input type="checkbox"/> V <input type="checkbox"/> NV			
<input checked="" type="checkbox"/> 1+ <input type="checkbox"/> 10XXX	2087884221	<input type="checkbox"/> V <input type="checkbox"/> NV			
<input checked="" type="checkbox"/> 1+ <input type="checkbox"/> 10XXX	2087882934	<input type="checkbox"/> V <input type="checkbox"/> NV			



Form # RG29-0139

AUTHORIZATION TO CHANGE PREFERRED TELECOMMUNICATIONS CARRIER

Please print all information in English

Services Requested:

- Qwest Local Service**
- Qwest Local Long Distance Service**
I choose Qwest Corporation for 1+ local toll calls.
(**Internal use: LPIC 5123 Service Only**)
- Qwest Local Data Service**

Marking the box adjacent to any and each of the Services above is a separate request from, and authorization by, the undersigned Subscriber to Qwest to change the preferred carrier for the marked Service(s).

Subscriber's Name CITY OF HAILEY-CITY HALL
Must be exactly as it appears on current bill

Subscriber's Address 115 MAIN ST S SUITE H
Must be exactly as it appears on current bill

City HAILEY **State** ID **Zip** 83333

Only the telephone numbers listed below are covered by this Authorization.

Subscriber's Main Telephone Number: _____

Additional Telephone Numbers:

<u>208 - 788 - 9814</u>	<u>208 - 788 - 0196</u>	<u>208 - 788 - 3531</u>
<u>208 - 788 - 3532</u>	<u>208 - 788 - 6566</u>	<u>208 - 788 - 1405</u>
<u>208 - 788 - 2036</u>	<u>208 - 788 - 8607</u>	<u>208 - 788 - 7646</u>
<u>208 - 788 - 2737</u>	<u>208 - 788 - 4221</u>	<u>208 - 788 - 2934</u>
<u>208 - 788 - 8150</u>	<u>208 - 788 - 9830</u>	<u>208 - 788 - 9815</u>
<u>208 - 788 - 9740</u>	<u>208 - 788 - 8109</u>	<u>208 - 788 - 2924</u>

Additional Telephone Number Range:

_____-_____-_____ TO _____ -_____-_____ TO _____

_____-_____-_____ TO _____ -_____-_____ TO _____

_____-_____-_____ TO _____ -_____-_____ TO _____

I certify that I am at least 18 years of age. The phone number(s) listed on this Authorization are listed in my name and/or I am authorized to change the preferred carrier for each of the Services requested above. My signature on this form authorizes Qwest to act as my agent to change my current carrier to Qwest and to use my account information to do so for those Services. I understand that I may designate only one primary carrier for each of the Services requested above; that there may be a fee charged to change the Service(s); and that I may consult with the appropriate carrier to determine if a fee applies to this change. I understand that no change will take place without my signature; and if I choose not to change my telephone company, my current company will continue to provide service without interruption.

Signature: Heather Dawson

Date (mm/dd/yy): 02/27/08

Printed Signature: Heather Dawson

Title: Heiley City Administrator

Qwest Internal Use Only **REQUIRED: MUST BE COMPLETED BY ORDER ORIGINATOR**		Date Received:
Order # _____	<input type="checkbox"/> General <input type="checkbox"/> Select <input type="checkbox"/> Key <input type="checkbox"/> Major <input type="checkbox"/> QBPP <input type="checkbox"/> GBA <input type="checkbox"/> FED <input type="checkbox"/> GES	_____
Market Unit: _____	GUID: _____	Date Processed:
Representative: _____		_____



Form # RG29-0139

AUTHORIZATION TO CHANGE PREFERRED TELECOMMUNICATIONS CARRIER

Please print all information in English

Services Requested:

- Qwest Local Service, Qwest Local Long Distance Service, Qwest Local Data Service

Marking the box adjacent to any and each of the Services above is a separate request from, and authorization by, the undersigned Subscriber to Qwest to change the preferred carrier for the marked Service(s).

Subscriber's Name CITY OF HAILEY-CITY HALL

Subscriber's Address 115 MAIN ST S SUITE H

City HAILEY State ID Zip 83333

Only the telephone numbers listed below are covered by this Authorization.

Subscriber's Main Telephone Number:

Additional Telephone Numbers:

Table with 3 columns of phone numbers: 208-578-0248, 208-578-2211, 208-578-2212, 208-578-2223, 208-578-2224

Additional Telephone Number Range:

Table with 2 columns of 'TO' ranges for telephone numbers

I certify that I am at least 18 years of age. The phone number(s) listed on this Authorization are listed in my name and/or I am authorized to change the preferred carrier for each of the Services requested above.

Signature: Heather Dawson

Date (mm/dd/yy): 02/27/08

Printed Signature: Heather Dawson

Title: Hailey City Administrator

Qwest Internal Use Only form with checkboxes for Market Unit (Consumer/Business), Representative, CUID, and Date Received/Processed.



Form # RG29-0139

AUTHORIZATION TO CHANGE PREFERRED TELECOMMUNICATIONS CARRIER

Please print all information in English

Services Requested:

- Qwest Local Service
- Qwest Local Long Distance Service
- Qwest Local Data Service

I choose Qwest Corporation for 1+ local toll calls. (**Internal use: LPIC 5123 Service Only**)

Marking the box adjacent to any and each of the Services above is a separate request from, and authorization by, the undersigned Subscriber to Qwest to change the preferred carrier for the marked Service(s).

Subscriber's Name CITY OF HAILEY-CITY HALL

Must be exactly as it appears on current bill

Subscriber's Address 115 MAIN ST S SUITE H

Must be exactly as it appears on current bill

City HAILEY State ID Zip 83333

Only the telephone numbers listed below are covered by this Authorization.

Subscriber's Main Telephone Number:

Additional Telephone Numbers:

208 - 788 - 3147	208 - 788 - 2461	208 - 788 - 0279
- - -	- - -	- - -
- - -	- - -	- - -
- - -	- - -	- - -
- - -	- - -	- - -
- - -	- - -	- - -

Additional Telephone Number Range:

- - - TO	- - - TO
- - - TO	- - - TO
- - - TO	- - - TO

I certify that I am at least 18 years of age. The phone number(s) listed on this Authorization are listed in my name and/or I am authorized to change the preferred carrier for each of the Services requested above. My signature on this form authorizes Qwest to act as my agent to change my current carrier to Qwest and to use my account information to do so for those Services. I understand that I may designate only one primary carrier for each of the Services requested above; that there may be a fee charged to change the Service(s); and that I may consult with the appropriate carrier to determine if a fee applies to this change. I understand that no change will take place without my signature; and if I choose not to change my telephone company, my current company will continue to provide service without interruption.

Signature: Heather Dawson

Date (mm/dd/yy): 02/27/08

Printed Signature: Heather Dawson

Title: Hailey City Administrator

Qwest Internal Use Only **REQUIRED: MUST BE COMPLETED BY ORDER ORIGINATOR**		Date Received:
Order #	Market Unit: <input type="checkbox"/> Consumer <input type="checkbox"/> Business	Date Processed:
Representative:	<input type="checkbox"/> General <input type="checkbox"/> Select <input type="checkbox"/> Key <input type="checkbox"/> Major <input type="checkbox"/> QBPP <input type="checkbox"/> GBA <input type="checkbox"/> FED <input type="checkbox"/> GES	
	CUID:	



Form # RG29-0139

AUTHORIZATION TO CHANGE PREFERRED TELECOMMUNICATIONS CARRIER

Please print all information in English

Services Requested:

- Qwest Local Service (checked), Qwest Local Long Distance Service, Qwest Local Data Service

Marking the box adjacent to any and each of the Services above is a separate request from, and authorization by, the undersigned Subscriber to Qwest to change the preferred carrier for the marked Service(s).

Subscriber's Name CITY OF HAILEY-CITY HALL

Must be exactly as it appears on current bill

Subscriber's Address 115 MAIN ST. S. SUITE H

Must be exactly as it appears on current bill

City HAILEY State ID Zip 83333

Only the telephone numbers listed below are covered by this Authorization.

Subscriber's Main Telephone Number:

Additional Telephone Numbers:

Table with 3 columns of telephone numbers: 208-788-2127, 208-788-3686, 208-788-5965

Additional Telephone Number Range:

Table with 2 columns for telephone number ranges (TO)

I certify that I am at least 18 years of age. The phone number(s) listed on this Authorization are listed in my name and/or I am authorized to change the preferred carrier for each of the Services requested above.

Signature: Heather Dawson

Date (mm/dd/yy): 02/27/08

Printed Signature: Heather Dawson

Title: Hailey City Administrator

Qwest Internal Use Only **REQUIRED: MUST BE COMPLETED BY ORDER ORIGINATOR** Order #, Market Unit, Representative, CUID, Date Received, Date Processed



FAX TRANSMISSION

Date: 2/28/08

No. of Pages: 12
(including this page)

Time: 9:00 am

To: Kim Keene

Fax No.: 1-866-729-5587

From: Robin Crotty

Message:

City of Hailey
115 Main St. S, Suite H
Hailey, ID 83333
(208) 788-4221
FAX: (208) 788-2924

AGENDA ITEM SUMMARY

DATE: 3/6/2008 DEPARTMENT: Treasury

DEPT. HEAD SIGNATURE: _____

SUBJECT:

ICLEI/EPA Pass-Through Grant Agreement – to be signed

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

The City of Hailey (via HELP), in conjunction with the ERC, has been awarded a \$5,000 grant from the EPA and ICLEI - Local Governments for Sustainability. This grant will be used to leverage funding of an AmeriCorps volunteer to work on the carbon emissions footprint for Hailey, Blaine County, Ketchum and potentially Sun Valley and Blaine County School District. Hailey's baseline work is approaching completion but the subsequent steps (adopting measures to achieve a reduction goal and assessment) will be pursued with the help of the AmeriCorp volunteer. The other entities are contributing to the funding of this position, which is managed by the ERC. The volunteer has been hired and is proceeding.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

Budget Line Item # Grants 100-00-33570 YTD Line Item Balance \$ _____
Estimated Hours Spent to Date: 150 Estimated Completion Date: 11/1/08
Staff Contact: Becky Stokes Phone # 788-4221 x 28

Comments: The City of Hailey joined ICLEI – Local Governments for Sustainability in September, 2007. This organization appears to have the best resources to help a community assess its baseline emissions and thereby quantify progress towards meeting the goals of the US Mayors Climate Protection Agreement, signed in February, 2007. A grant opportunity came up last fall, which we pursued for assistance with the 5 ICLEI Measures. With a suggestion and help from Craig Barry of the ERC, we amended our grant application requesting funding for a Circuit Rider to help complete Hailey's baseline and assist the other governments in our area with their's. Economies of scale will be realized by training one person to work with all participating entities and the benefits of regional involvement will be greater than the sum of its parts.

We have been working on the baseline, which involves massive gathering of previous years utility and fuel bills, since December. FYE 2001 is our baseline year with additional data for FYE 2005 and FYE 2007 for trends and comparisons.

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:

THIS AGREEMENT is made in duplicate on the _____ day of February, 2008

BETWEEN:

City of Hailey, ID (hereinafter called "Municipality")

and

ICLEI – Local Governments for Sustainability U.S.A., Inc.
(hereinafter called "ICLEI")

WHEREAS, ICLEI wishes to provide grant funding to Municipality for performance of the Northwest Cities for Climate Protection Initiative set out in this Agreement; and

WHEREAS, Municipality wishes to accept said funding from ICLEI for performance of the Project;

THEREFORE, subject to the terms and conditions of this Agreement, ICLEI hereby engages the Municipality as an independent contractor to perform the Project services set forth herein, and Municipality hereby accepts such engagement.

Section 1. Project Services

1.1 The Project Services, including timeframes expected under this Agreement is detailed in the Scope of Work, attached herein as Appendix A.

Section 2. Term

2.1 This Agreement shall be effective upon the date first written above and shall terminate on January 31, 2009.

Section 3—Payment for Project Services

- 3.1 The Municipality is expected to fulfill the tasks detailed in the Scope of Work, attached as Appendix A, by the dates specified.
- 3.2 The grant issued to Municipality under this Agreement is contingent upon an in-kind monetary or in-kind contribution by the Municipality of not less than five to fifteen percent (5% – 15%) of the value of the grant. (Staff time not covered by the grant amount can count towards the in-kind contribution.)
- 3.3 The value of the grant shall not exceed \$5,000.
- 3.4 The Municipality will receive the grant funds from ICLEI in accordance with the following terms and schedule:
 - a. The value of the grant shall be payable in advance of Task 1 of the Scope of Work.
 - b. Acceptance of the grant funds shall constitute agreement to the in-kind contribution stipulation.
- 3.5 The completion of the Scope of Work and in-kind contributions shall be documented by the Municipality, as follows:
 - a. The Environmental Resource Center shall document the progress of all activities in the Scope of Work and associated in-kind contributions by submitting a letter to ICLEI on Municipality letterhead and signed by a senior Municipality official (i.e., Municipality Manager/Administrator or duly authorized official) that attests to the completion of the Scope of Work and includes a summary of associated expenses and monetary or in-kind support.
 - b. This reporting will occur bi-monthly on a schedule agreed to on by ICLEI and the municipality.

- 3.6 If for any reason, the Municipality cannot complete the full Scope of Work by December 31, 2009, the Municipality shall submit to ICLEI a written request for extension proposing a new timetable.
- 3.7 The Municipality shall be fully responsible for the payment of all applicable federal, state, and local taxes, permits, fees, insurance deductions, pensions, or any other claim or deduction required by a government with respect to compensation under this Agreement.
- 3.8 All amounts are payable within thirty (30) days following receipt of requisite documentation from Municipal and approval by ICLEI. Payment to the Municipality will be made by ICLEI – Local Governments for Sustainability, U.S.A., Inc.

Section 4. Indemnification

- 4.1 The Municipality agrees that ICLEI, its officers, employees and agents shall not be liable for any injury or damage (including death), property loss, or damage sustained by the Municipality or its employees, subcontractors or any other third party that is in any way attributable to the Municipality in the performance of the Services under this Agreement.

Section 5. Property and Possession

- 5.1 ICLEI possesses joint ownership of all works and intellectual property (IP) performed or developed under this Agreement.
- 5.2 The Municipality or its designee possesses exclusive ownership of all technology installed under this Agreement.
- 5.3 Where ICLEI has loaned the Municipality any matter or thing to assist the Municipality in respect of the performance of this Agreement, the Municipality shall return any and all such matters or things in as good condition as when received by the Municipality, reasonable use thereof excepted, upon the termination of this Agreement or as soon as practicable after such matters or things have served their purpose, whichever first occurs.
- 5.4 Where the Municipality fails to return any matter or thing referred to in paragraph 5.3 hereof, in addition to any other remedy, ICLEI may deduct the cost or replacement thereof from any monies otherwise payable to the Municipality under this Agreement.

Section 6. Copyright

- 6.1 All documents and materials, including their copyright, produced by the Municipality in the performance of this agreement, are the exclusive property of the ICLEI unless otherwise agreed between the ICLEI and a third party (e.g., donor, contractor).

Section 7. Confidentiality

- 7.1 The Municipality shall, both during and following the term of this Agreement, treat as confidential and shall safeguard any information or document concerning the affairs of ICLEI or of which the Municipality acquires knowledge or that comes into his possession by reason of its business with ICLEI under this agreement and shall not disclose either directly or indirectly any such document or information to any person, firm or entity without first obtaining the written permission of ICLEI.
- 7.2 This Section 7 shall survive the completion or early termination of this agreement.

Section 8. Early Termination

- 8.1 ICLEI reserves the right to terminate this Agreement without cause, upon such conditions as ICLEI may require, including but not limited to the loss of funding from ICLEI – Local Governments for Sustainability, U.S.A., Inc., on ten (10) business days' written notice to the Municipality.

- 8.2 Failure to comply with any of the provisions of this Agreement shall be a breach of the Agreement and ICLEI may, in its absolute discretion, terminate the Agreement immediately upon notice.
- 8.3 If ICLEI terminates the Agreement pursuant to Sections 8.1 or 8.2, ICLEI shall only be responsible for the payment of expenses incurred beyond those not yet compensated for during the course of the contract, and subject to the maximum grant award specified in this Agreement. This shall constitute full and final satisfaction of all claims of every nature and kind that the Municipality may have against ICLEI.

Section 9. Additional Terms and Conditions

- 9.1 Any changes to this Agreement may be made by ICLEI, providing that both ICLEI and the Municipality agree to these changes in writing.

Section 10. Communication

- 10.1 Notices relating to this agreement shall be given by courier, facsimile, or mail; addressed to the last known business addresses or facsimile number of ICLEI and the Municipality, or they may be made in person.

Section 11. Communication

- 11.1 Notices relating to this agreement shall be given by courier, facsimile, or mail to the last known business addresses or facsimile number of ICLEI and Municipality, or they may be delivered in person, in writing.

Municipality:

City of Hailey 115 Main Street South, Suite H
Hailey, ID 83333
Phone: 208-788-4221
FAX: 208-788-2924
Attn: Becky Stokes

ICLEI:

ICLEI – Local Governments for Sustainability U.S.A., Inc.
436 14th Street, Suite 1520
Oakland, CA 94612
Fax: (510) 844-0698

Section 12. General Provisions

- 12.1 The text herein shall constitute the entire agreement between the Parties, superseding any previous agreement verbal or written, and any subsequent amendments hereto must be in writing.
- 12.2 This agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Municipality.
- 12.3 Section headings are not to be considered a part of this Agreement and are not intended to be a full and accurate description of the contents thereof.
- 12.4 If any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, invalid, or unenforceable; the remainder of this agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.
- 12.5 Contractor agrees to comply with all local, state, and federal laws as applicable to this Agreement; including, but not limited to the California Nonprofit Integrity Act of 2004.

12.6 This Agreement is made under the laws of the United States of America and the State of California, for interpretation in the Courts of the State of California.

IN WITNESS WHEREOF, Michelle Wyman, Executive Director of ICLEI – Local Governments for Sustainability U.S.A., Inc., has caused this Agreement to be signed and executed on behalf of ICLEI U.S.A., and the duly authorized officer stated below has caused this Agreement to be signed and executed on behalf of Municipality, both in duplicate, the day and year first above written.

for ICLEI:

Michelle Wyman
Executive Director
ICLEI – Local Governments for Sustainability U.S.A., Inc.

Date

for Municipality:

Honorable Rick Davis
Mayor, Hailey, Idaho

Date

Appendix A. Scope of Work

Objective: This grant will sponsor an 11-month AmeriCorps position to further develop programs and presentations to encourage substantial changes in the Hailey and Blaine County community's carbon footprint. The climate protection program would include assisting the non-profit Environmental Resource Center (ERC), based in Blaine County, with its Co2mmit to Take Action program that helps individuals reduce their carbon footprint, assisting local governments in assessing and crafting an action plan for their carbon emissions and assisting with local recycling outreach efforts.

Tasks:

- This position will work with the ERC's Executive Director and Program Coordinator to carry out further climate change and recycling efforts;
- Assist with outreach and implementation of the CO2mmit to Take Action climate change program;
- Assist 2-4 local government partners conduct an inventory of carbon emissions according to the methodology established in ICLEI's Cities for Climate Protection program
- Help plan America Recycles Day (November 15);
- Help coordinate the recycling efforts at special events in the summer, including the ERC's waste-free events;
- Increase community volunteers in local recycling efforts;

Schedule: The work plan for the grant will occur on the schedule detailed below.

Assumptions: This grant will sponsor an 11-month term of service; about 40 hrs/week average during the term.

Mth	Objective
Feb	<ul style="list-style-type: none"> • AmeriCorps training and orientation • ERC training and orientation • Finalize work plan • Secure participation commitments from all outstanding local governments • Begin ICLEI baseline inventory assessment process with City of Hailey & Blaine County
Mar	<ul style="list-style-type: none"> • Attend to AmeriCorps requirements as needed • Plan for next phase of valley-wide carbon reduction efforts (Co2mmit to Take Action campaign) • Finish ICLEI baseline inventory assessment process with City of Hailey & Blaine County
Apr	<ul style="list-style-type: none"> • Attend to AmeriCorps requirements as needed • Present findings to appropriate climate committee • Begin facilitating the drafting of Local Action Plan for City of Hailey & Blaine County • Begin ICLEI baseline inventory assessment process with City of Ketchum & Sun Valley • Implement next phase of valley-wide carbon reduction efforts (Co2mmit to Take Action campaign) •
May	<ul style="list-style-type: none"> • Attend to AmeriCorps requirements as needed • Assist with Clean Sweep event • Finish ICLEI baseline inventory assessment process with City of Ketchum & Sun Valley • Implement next phase of valley-wide carbon reduction efforts (Co2mmit to Take Action campaign)

ICLEI U.S.A. Northwest Cities for Climate Protection Initiative

February 2008

Page 6 of 6

Jun	<ul style="list-style-type: none"> • Attend to AmeriCorps requirements as needed • Assist with the recycling initiative at special events • Finish facilitating the drafting of Local Action Plan for City of Hailey & Blaine County • Present findings to appropriate climate committee • Implement next phase of valley-wide carbon reduction efforts (Co2mmit to Take Action campaign)
Jul	<ul style="list-style-type: none"> • Attend to AmeriCorps requirements as needed • Assist with the recycling initiative at special events • Begin facilitating the drafting of Local Action Plan for City of Ketchum & Sun Valley • Present Local Action Plan to appropriate committee and community • Implement next phase of valley-wide carbon reduction efforts (Co2mmit to Take Action campaign)
Aug	<ul style="list-style-type: none"> • Attend to AmeriCorps requirements as needed • Assist with the recycling initiative at special events • Finish facilitating the drafting of Local Action Plan for City of Ketchum & Sun Valley • Implement next phase of valley-wide carbon reduction efforts (Co2mmit to Take Action campaign)
Sep	<ul style="list-style-type: none"> • Attend to AmeriCorps requirements as needed • Present Local Action Plan to appropriate committee and community • Assist with the recycling initiative at special events • Implement next phase of valley-wide carbon reduction efforts (Co2mmit to Take Action campaign)
Oct	<ul style="list-style-type: none"> • Attend to AmeriCorps requirements as needed • Plan an America Recycles event • Implement next phase of valley-wide carbon reduction efforts (Co2mmit to Take Action campaign)
Nov	<ul style="list-style-type: none"> • Attend to AmeriCorps requirements as needed • Implement an America Recycles event • Implement next phase of valley-wide carbon reduction efforts (Co2mmit to Take Action campaign)
Dec	<ul style="list-style-type: none"> • Attend to AmeriCorps final paperwork requirements as needed

FINDINGS OF FACT, CONCLUSIONS OF LAW AND DECISION

On February 25, 2008, the Hailey City Council considered the application by Real Estate of Sun Valley, LLC for Final Plat approval of 21 Comet Condos. The application would subdivide a four unit commercial condominium, comprising approximately 7,454 square feet, located at 21 Comet Lane. The Council, having been presented with all information and testimony in favor and in opposition to the proposal, hereby makes the following Findings of Fact, Conclusions of Law and Decision.

FINDINGS OF FACT

Notice

Notice for the public hearing was published in the Wood River Journal and mailed to property owners within 300 feet on February 6, 2008.

Application

Real Estate of Sun Valley, L.L.C., represented by Bruce Smith of Alpine Enterprises, has submitted an application for final plat approval of a 4-unit commercial condominium project located at 21 Comet Lane. The building's gross square footage measures 7,454. As the application submitted is for a condominium project, the ground under and around the units would be owned and maintained by the condominium association.

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

Procedural History

The application was heard by the Hailey Hearing Examiner on April 20, 2007 and approved with the following conditions:

- a) **The association shall be responsible for payment of utilities. Billing and utility payment information shall be addressed and added to the Condominium Declaration.**

This condition has been met.

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

This condition has been met.

- c) **All provisions of the Zoning Ordinance #532, including but not limited to use regulations and parking requirements shall continue to be met. Additional parking may also be required upon subsequent change in use, in conformance with Hailey's Zoning Ordinance at the time of the new use.**

This condition should be carried over.

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

This condition should be carried over.

- e) **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

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

Bulk requirements: Bulk requirements were addressed at the time of design review and preliminary plat application. All bulk requirements have been met.

Maximum Multi-Family Density – 1 unit per 1/10 acre.

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 April 20, 2007.

- 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

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

CONDOMINIUMS (Section 7 of the Subdivision Ordinance)

- 7.1 **Plat Procedure.** The Developer of a condominium project shall submit with the preliminary plat application as required by this Ordinance a copy of the proposed by-laws and condominium declarations of the proposed condominium development. The documents shall adequately provide for the control (including billing where applicable) and maintenance of all common utilities, common area, recreational facilities, and Green Space. The Developer may submit a final plat application following inspection and approval by the Building Inspector of the footings and setbacks of the condominium building. Prior to final plat approval, the Developer shall submit to the City a copy of the final by-laws and condominium declarations to be recorded with the County Recorder, including the instruments number(s) under which each document was recorded.

Draft of the CC&Rs have been submitted and address utility billing and payment information. The City has not and will not in the future determine the enforceability or validity of the Declaration of Covenants, Conditions, and Restrictions or other private agreements.

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

Unit number 1 and unit number 2 each have two parking spaces located inside the building, which are designated on the final plat.

- 7.3 **Storage/Parking Areas.** Condominium projects shall provide parking spaces according to the requirements of Article IX of the Zoning Ordinance.

The building's gross square footage measures 7,454 square feet, requiring 8 parking spaces for most light industrial uses; 9 parking spaces are provided. Additional parking may also be required upon subsequent change in use, in conformance with Hailey's Zoning Ordinance at the time of the new use.

- 7.4 **Construction Standards.** All condominium project construction shall be in accordance with the IBC, IRC and IFC.

Compliance with all applicable construction standards is required by prior to issuance of a certificate of occupancy.

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

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

7.6 Conversion. The conversion by subdivision of existing units into Condominiums shall not be subject to Section 4.10 of this Ordinance.

As previously stated, the units already exist and therefore, are not subject to Section 4.10.

CONCLUSIONS OF LAW AND DECISION

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

1. Adequate notice, pursuant to Section 3 of the Hailey Subdivision Ordinance, was given for the public hearing.
2. Upon compliance with the conditions noted below, the application substantially meets the standards of approval set forth in the Hailey Subdivision Ordinance.
3. The application for Final Plat, dated January 11, 2008 is approved by the Hailey City Council, with the following conditions:
 - a) The final plat shall include a note stating that the subdivision is subject to the recorded CC&R's, along with the instrument numbers thereof.
 - b) 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.
 - c) All provisions of the Zoning Ordinance #532, including but not limited to use regulations and parking requirements shall continue to be met. Additional parking may also be required upon subsequent change in use, in conformance with Hailey's Zoning Ordinance at the time of the new use.
 - d) The final plat shall be recorded within one year of the date of final plat approval (unless otherwise provided for within a phasing agreement.) The final plat submitted for signature shall conform to the requirements found in Article 50-1301 (et. seq.) of the Idaho Code (as amended) and to the requirements set forth by Blaine County for digital plat submittals. The applicant shall provide the City with a letter-size or ledger-size photocopy of the recorded plat showing the instrument number and date of recordation.
 - e) Any subdivision inspection fees due shall be paid prior to recording the final plat.

Signed this _____ day of _____, 2008.

Rick Davis, Mayor, City of Hailey

Attest:

Heather Dawson, City Clerk

CERTIFICATE OF SERVICE

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

- | | | |
|--------------------------|----------------|--------------------------------|
| <input type="checkbox"/> | U.S. Mail | Real Estate of Sun Valley, LLC |
| <input type="checkbox"/> | Via Facsimile | PO Box 3683 |
| <input type="checkbox"/> | Hand Delivered | Ketchum, ID 83340 |
| <input type="checkbox"/> | U.S. Mail | Bruce Smith/Alpine Enterprises |
| <input type="checkbox"/> | Via Facsimile | PO Box 2037 |
| <input type="checkbox"/> | Hand Delivered | Ketchum, ID 83340 |

CITY OF HAILEY

By _____
Becky Mead, Administrative Assistant

AGENDA ITEM SUMMARY

DATE: 03/10/2008 **DEPARTMENT:** Public Works **DEPT. HEAD SIGNATURE:** 

SUBJECT: Request approval of The Sun Valley Center for the Arts Concert at Hop Porter Park on 06/27/08.

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Department heads have approved and submitted recommendations. Recommendations/conditions from department heads are listed on the attached Decision documents.

FOLLOW-UP REMARKS:

*

RECEIVED

FEB 19 2008



SPECIAL EVENT PERMIT APPLICATION

I. EVENT NAME: San Valley Center Concert at Hop Porter Park

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

Public Property Private Property

Hop Porter Park

III. EVENT SCHEDULE

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

Date(s) of Event	Hours	Estimated # of Attendees
June 27 th	Start Time: 7:00 PM End Time: 9:30 PM	One Hour Interval: 300 All Day: 1500
	Start Time: End Time:	One Hour Interval: All Day:
Date of Set-Up	June 26 12:00 - 4:00 PM	
June 27 th	Start Time: 6:00 AM End Time: 6:00 PM	
Date of Tear Down		
June 27 th	Start Time: 9:45 PM End Time: 2:00 AM	

IV. FEES

Special Event Permit Application Fee \$125 125

Per Day Park Rental Fee \$500 _____

(Waived for non-profits)

Security Deposit \$500 _____ - held from last year

Tax (on park rental fees only) 6% _____

TOTAL DUE _____ 125 (mailed 2/15)

Additional Deposit Required _____

V. ORGANIZATION INFORMATION

Applicant's Name: Dan Mankin Title: Performing Arts Director

Mailing Address: P.O. Box 656 San Valley, ID Zip Code: 83353

Street Address: 191 Fifth St. East City: Ketchum State: ID

Day Telephone: 208 726 9491 Evening Telephone: 208 721 2582

FAX Number: 208 726 2344 E-Mail Address: dmankin@sanvalleycenter

DECISION

Based on the Application for a Special Event Permit for the Sun Valley Center for the Arts Concert, the City of Hailey, pursuant to Chapter 12.14 of the Hailey Municipal Code, approves the Application and grants the Special Event Permit, subject to the following conditions:

Standard Conditions

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

Other Conditions

- a. Applicant will be responsible for repair of any turf and/or sprinkler damage.
- b. Any special power requirements will need to be approved. Only City approved electricians will be allowed in the power boxes.
- c. Declaration of Insurance coverage needs to be submitted.
- d. Applicant will need to coordinate special needs through the Public Works Director.
- e. Restrooms will need to be provided with a minimum of one being ADA accessible. The applicant states 1500 attendees; the proposed 15 restrooms with two being ADA accessible is acceptable.
- f. The traffic control plan submitted is acceptable.

DATED this 10th day of March, 2008.

CITY OF HAILEY

By: _____
Rick Davis, its Mayor

ATTEST:

Heather Dawson, City Administrator

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

AGREEMENT

In consideration of the granting of a special event permit by the City of Hailey ("the City") for the Sun Valley Center for the Arts Concert that will occur on June 27, 2008 from 7:00 p.m. to 9:30 p.m., plus specified set up and teardown time, ("the Event"), and pursuant to Section 12.14 of the Hailey Municipal Code, the undersigned, as the applicant ("Applicant") of a Special Event Permit from the City for the Event, does hereby agree to reimburse the City for any costs incurred by the City in repairing damage or providing any services or materials resulting from the Event. The Applicant agrees that such costs may be deducted from a non-refundable security deposit or additional deposit as established by the City, and that if costs exceed any deposit made by the applicant, further reimbursement will be made to the City upon demand. The Applicant hereby agrees to indemnify, defend and hold harmless the City and its officers and employees, in their official and individual capacities, from any and all claims, demands, obligations, liabilities, lawsuits, judgments, attorneys' fees, costs, expenses and damages of any nature caused by or arising out of, or connected with the Event. In the event either party hereto is required to retain counsel to enforce a provision of this Agreement, or to recover damages resulting from a breach hereof, the prevailing party shall be entitled to recover from the other party all reasonable attorney's fees incurred herein or on appeal, or in bankruptcy proceedings. The Applicant agrees to comply with all the laws and ordinances of the City of Hailey, Idaho applicable to the subject matter thereof, and to conduct the Event in accordance with the terms and provisions of the application for a Special Event Permit, as approved or as modified by the City, and all conditions of the Special Event Permit. The Applicant agrees that the Special Event Permit is nontransferable and shall be conducted only for the dates and locations as approved by the City.

IN WITNESS WHEREOF, Applicant and the City have executed this Agreement on this 10th day of March, 2008.

APPLICANT:

By: _____

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

CITY OF HAILEY:

By: _____

Rick Davis, its Mayor

ATTEST:

Heather Dawson, its City Administrator

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

City of Hailey

115 MAIN STREET SOUTH, SUITE H
HAILEY, IDAHO 83333

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

March 10, 2008

Dan Mankin
Sun Valley Center for the Arts
PO Box 656
Sun Valley, ID 83353

Subject: Special Event Approval

Dear Dan:

Congratulations! The Sun Valley Center for the Arts Concert Special Event, scheduled for June 27, 2008, has been approved by the City Council. Enclosed you will find a signed copy of the City Council's Decision, as well as an Agreement form. Please sign the Agreement, make a copy for your records and return the original to the City of Hailey. The Decision form and the permit certificate do not need to be returned.

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

- Applicant will be responsible for repair of any turf and/or sprinkler damage.
- Any special power requirements will need to be approved. Only City approved electricians will be allowed in the power boxes.
- Declaration of Insurance coverage needs to be submitted.
- Applicant will need to coordinate special needs through the Public Works Director.
- Restrooms will need to be provided with a minimum of one being ADA accessible. The applicant states 1500 attendees; the proposed 15 restrooms with two being ADA accessible is acceptable.
- The traffic control plan submitted is acceptable.

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

Sincerely,

Heather Dawson
City Administrator

CITY OF HAILEY

Special Event Permit

SV Center for the Arts Concert

Hop Porter Park

This permit is valid June 26 – June 27, 2008

City Clerk

Issue Date

AGENDA ITEM SUMMARY

DATE: 03/10/2008 **DEPARTMENT:** Public Works **DEPT. HEAD SIGNATURE:** _____

SUBJECT: Request approval for The Blaine County Recreation District, Rock N' Ride Special Event at Lions Park on 06/29/08.

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

The City contacted Blaine County as Lions Park is in their jurisdiction, and invited comment from Blaine County. Blaine County expressed appreciation that we made contact with them and stated that they had no concerns about the event as it is planned.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Department heads have approved and submitted recommendations. Recommendations/conditions from department heads are listed on the attached Decision documents.

FOLLOW-UP REMARKS:

*



1890

RECEIVED

FEB 21 2008

SPECIAL EVENT PERMIT APPLICATION

I. EVENT NAME: Rock n' Ride

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

Public Property Private Property

Lion's Park

III. EVENT SCHEDULE

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

Date(s) of Event	Hours	Estimated # of Attendees
<u>6/29/08</u>	Start Time: <u>12:00 pm</u> End Time: <u>8:00 pm</u>	One Hour Interval: All Day:
	Start Time: End Time:	One Hour Interval: All Day:
Date of Set-Up		
<u>6/29/08</u>	Start Time: <u>9:00 am</u> End Time: <u>11:00 am</u>	
Date of Tear Down		
<u>6/27/08</u>	Start Time: <u>9:00 pm</u> End Time: <u>10:00 pm</u>	

IV. FEES

Special Event Permit Application Fee \$125 \$125.00

Per Day Park Rental Fee \$500 _____

(Waived for non-profits)

Security Deposit \$500 _____

Tax (on park rental fees only) 6% _____

TOTAL DUE \$125.00

Additional Deposit Required _____

Deposit transferred from Bernd 2008 Mckercher Pond Classic

V. ORGANIZATION INFORMATION

Applicant's Name: Blaine County Recreation Dist Title: Youth and Team Coordinator

Mailing Address: 1050 Fox Avenue rd. Zip Code: 83333

Street Address: _____ City: Hailey State: ID

Day Telephone: 208-788-2147 Evening Telephone: _____

FAX Number: 208-788-2168 E-Mail Address: plamb@bcrd.org

City of Hailey

115 MAIN STREET SOUTH, SUITE H
HAILEY, IDAHO 83333

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

March 10, 2008

Piers Lamb
Blaine County Recreation District
1050 Fox Acres Road
Hailey, ID 83333

Subject: Special Event Approval

Dear Piers:

Congratulations! The BCRD Rock N' Ride Special Event, scheduled for June 29, 2008, has been approved by the City Council. Enclosed you will find a signed copy of the City Council's Decision, as well as an Agreement form. Please sign the Agreement, make a copy for your records and return the original to the City of Hailey. The Decision form and the permit certificate do not need to be returned.

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

- A plan of the event layout; stage, parking, crowd, vendors; is required and is subject to Public Works Department approval.
- Traffic control needs to minimize parking at Lions Park and provide a means of closing off Lions Park parking. Traffic going to Lions Park and being turned around needs to be controlled.
- If more than 500 attend additional portable restrooms would be required.
- Park lighting for clean-up activities is minimal. If additional lighting is required for clean-up the applicant will need to provide it.
- Applicant will be responsible for repair of any turf and/or sprinkler damage.
- Any power requirements will need to be approved by the Public Works Department.
- List of contact cell phone numbers for that day will need to be provided.
- Signs and Banners may not be displayed more than 72 hours without a permit.

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

Sincerely,

Heather Dawson
City Administrator

CITY OF HAILEY
Special Event Permit

BCRD Rock N' Ride

Lions Park

This permit is valid June 29, 2008

City Clerk

Issue Date