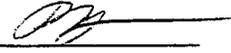


AGENDA ITEM SUMMARY

DATE: 4/9/12 DEPARTMENT: PW - Wastewater DEPT. HEAD SIGNATURE: 

SUBJECT: Comment letter to EPA for the Draft NPDES Permit

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

City Council reviewed an initial draft of this letter at the April 2 meeting and received an updated letter at the start of the meeting. City Council requested that they be able to review a final letter at the April 9 council meeting. Attached is the final letter from HDR Engineering for council review. The deadline for submitting the letter is April 12. If there are corrections to be requested they need to be made at the council meeting to allow time for submittal.

The revision to the letter focuses on the Phosphorus limit proposed in the draft permit. HDR is recommending a more assertive tone to the letter with regards to the phosphorus limits. Comments 4 and 5 in attachment 1 specifically request that there be no phosphorus limit from October through June and that an errata for total phosphorus be issued by DEQ similar to the errata for E. coli bacteria done previously. HDR is calling EPA's attention to the fact that DEQ did not establish a rational for the phosphorus limits during the TMDL study.

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to approve the comment letter to EPA for the Draft NPDES permit and authorize signature of the Public Works Director.

ADMINISTRATIVE COMMENTS/APPROVAL:

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

ACTION OF THE CITY COUNCIL:
Date _____

City Clerk _____

FOLLOW-UP:

April 5, 2012

Brian Nickel
US EPA Office of Water and Watersheds
1200 Sixth Avenue, OWW-130
Seattle, WA 98101

Subject: Review Comments for DRAFT PERMIT
NPDES Permit No. ID-0020303
City of Hailey Woodside Boulevard Wastewater Treatment Plant

Dear Brian:

Thank you for the opportunity to review the Draft NPDES Permit for the City of Hailey Woodside Boulevard Wastewater Treatment Plant. This letter summarizes several key comments on the draft permit and more detailed comments are attached to this letter.

KEY COMMENTS

The following key comments on the City of Hailey's draft NPDES permit are summarized below.

E. Coli Load

We believe the inclusion of an E. coli load limit in addition to the E. coli concentration limit is unnecessary. The load in the Big Wood River TMDL is based on the concentration from the Water Quality Standards and the design flow for the Woodside Boulevard Wastewater Treatment Plant. Inclusion of an E. coli load limit is unnecessarily restrictive for the City in the future as wastewater flows increase, since the equivalent E. coli concentration would be lower than the water quality standards when wastewater flows exceed the design flow. Water quality in the Big Wood River is adequately protected when the Water Quality Standards are applied to the effluent discharge for current and future flows.

Phosphorus Limit

The requirement of the City of Hailey to meet lower effluent total phosphorus limits could eliminate our ability to develop a recycled water program in the future. The basis for the low wasteload allocation in the TMDL was not based on site-specific data and did not evaluate seasonal allocations. The City requests that the weekly load limit be removed from the permit and that the phosphorus permit limit be written as a July through September average that is equivalent to 23 lb/day. This seasonal limit will be protective of water quality and will allow the City the flexibility to implement a recycled water program as a part of their overall integrated water management program.

Surface Water Monitoring

The additional surface water monitoring required of the City of Hailey is extensive, will be a costly endeavor in the future, and is not justified. Several of the required monitoring parameters called for

DRAFT

in the draft permit are not included in the State of Idaho's draft 401 certification and should not be required in the City's NPDES permit. Additionally, a comparison with other draft NPDES permits for the City of Ketchum and Meadows reveals that less surface water monitoring is required of other dischargers. The City of Hailey requests a reduction in effluent monitoring constituents to match what is listed in the State of Idaho's draft 401 certification.

TRE Workplan

The draft permit calls for an effort to develop a toxicity reduction evaluation (TRE) workplan prior to undertaking the WET testing to determine whether there is a toxicity issue to address. Until the City has the opportunity to perform the WET tests and understand whether a TRE is even needed, we believe that requiring a TRE workplan be submitted is premature. The City requests that the TRE workplan be required within 180 days after required toxicity testing if such testing shows the effluent does not meet the toxicity requirements.

Sincerely,

Tom Hellen
Public Works Director

Enclosures.

cc: Hailey Mayor and City Council
Heather Dawson, City of Hailey
HDR Engineering, Inc., Boise, Idaho
IDEQ Twin Falls Regional Office

Attachment 1

City of Hailey Review Comments
National Pollutant Discharge Elimination System
Permit No. ID0020303
March 16, 2012

Draft Permit

Comment 1. NPDES Permit (General). The City of Hailey has commented on the *Big Wood River Watershed Management Plan, Errata to the Big Wood River Watershed Management Plan (TMDL)*, and draft post-TMDL assessment, and has a technical memorandum with an assessment of these documents. The comments submitted to EPA and DEQ include concerns about the conclusions regarding the water quality status of the Big Wood River. The City of Hailey's goal is to work with the public, DEQ, and EPA to set appropriate and protective standards based on Idaho's water quality criteria for the Big Wood River, while providing affordable wastewater services to our community.

Requested Revision. The wasteload allocations cited in the NPDES permit should be properly qualified and footnoted as the result of incomplete analyses and provisions made to allow the allocations to be revised in the future (increased or decreased) as a result of additional information that provides the foundation for a more complete water quality analysis. Such provisions should be made to alleviate concerns about anti-backsliding constraints or other requirements that might unnecessarily restrict the City's discharge based on incomplete information in this first NPDES permit to include wasteload allocations.

Comment 2. Section I. Table 1 (p 5). Under the column "Parameter" for the item "E. coli Bacteria", the line for CFU/day unnecessarily duplicates the provision of the #/100 ml requirement. As stated in the Errata, "The wasteload allocations for *E. coli* (in colony forming units, or cfu, per day) in Tables H, XX, HHH, and PPP are based on achieving the *E. coli* criteria of 126 cfu/100 milliliters (based on a 30-day geometric mean) at the point of discharge (i.e., "end of pipe")" (DEQ, 2011). It is not necessary to have both concentration and load requirements in a NPDES permit particularly for constituents not expressed in pounds per day for loads. The monthly geometric mean of 126 cfu/100 mL is equal to the wasteload allocation, which is the Idaho water quality standard, and is protective of surface water quality.

Requested Revision. Delete the unnecessary duplicate requirement for *E. coli* of CFU/day.

Comment 3. Section I. Table 1 (p 6). Inclusion of an average weekly limit for total phosphorus in addition to an average monthly limit is unnecessary. The presumed ratio of average weekly load to average monthly load (1.5:1) may not accurately represent realistic performance of the City's wastewater treatment facility and is not linked to the TMDL. The average monthly limit is sufficiently protective of water quality and consistent with the Big Wood River TMDL.

Requested Revision. Delete the average weekly limits for total phosphorus.

Comment 4. Section I. Table 1 (p 6). The City of Hailey is concerned about how the total phosphorus effluent limitation is framed in the draft NPDES permit. These concerns include the limited water quality improvement in Big Wood River that would be achieved for the significant

expenditures required to meet the proposed limits, the operational changes and plant upgrades needed, and the desire to develop a recycled water program to beneficially reuse their available water resource.

The State of Idaho has not demonstrated the need for total phosphorus wasteload allocations on the Big Wood River. A water quality study of the Big Wood River following the TMDL showed that the combination of the highest TP and TSS concentrations occur during the start of the snowmelt runoff (HDR, 2010). This pattern suggests that the period when total phosphorus concentrations are greater than the water quality target selected by DEQ is a result of the sediments and phosphorus from natural and nonpoint sources.

The Big Wood River TMDL requirements for phosphorus were based upon the State of Idaho's selection of a 0.050 mg/L endpoint for total phosphorus in-stream. As stated in the TMDL:

"This target is based on the hydrologic characteristics of a flowing stream discharging into a reservoir or lake. The USEPA recommends 0.050 mg/L TP as the target (EPA 1986)" (TMDL p.55).

There is no substantial site specific water quality analysis to support the selection of this in-stream target and no interpretation of this in-stream target in terms of seasonal applicability or an averaging period that is appropriate for effluent discharge permit limits. A basis or connection between the selected target and meeting beneficial uses of the river was not established.

Averaging over a shorter time frame, such as monthly or weekly effluent limits, is not warranted to be protective of water quality based on the limited development supporting the State of Idaho's selection of the phosphorus in-stream standard. Short averaging periods for effluent limits fail to account for the variability in nutrient removal treatment performance and discourage effective water resource management strategies that may be beneficial for the watershed, such as the conceptual recycled water program that the City has developed.

The State of Idaho acknowledged in the TMDL that they did not assess water quality conditions and selected an annual allocation as a default rather than determining a need for seasonal limitations. As stated in the TMDL:

"Little information or data exists to allow for accounting of seasonality for TSS, TP, or E. coli. Seasonal variation was considered in the development of the TMDL but insufficient water quality data was obtained to allow for seasonal variation calculations" (TMDL p.67).

If any limitations are needed, seasonal limits would be more appropriate for the Big Wood River given its hydrologic characteristics with high springtime and early summer flows.

EPA has been supportive of the development and use of recycled water through its integrated planning framework. The City has completed a conceptual evaluation of recycled water production and use and determined that there is significant potential to implement a recycled water program. However, the City will not have an incentive to implement a recycled water program if year-round phosphorus limits are included in its NPDES permit since the greatest demand for recycled water will occur in the summer months, least demand in the spring and fall, and no demand in the winter. By averaging the effluent phosphorus limits over a season, the City will be equally protective of water quality and will have an incentive to use recycled water. Inclusion of a phosphorus limit that is averaged over a seasonal period instead of a monthly period will provide the City with the operational flexibility to manage a recycled water program.

The State of Idaho has not demonstrated the need for total phosphorus limit, did not select the in-stream target of 0.050 mg/L with site-specific data, and did not evaluate the seasonal need for a

total phosphorus limit by arbitrarily selecting an annual allocation, and the proposed draft permit structure is not linked to water recycling initiatives and EPA's integrated water framework. The City does not see the need to reduce the existing total phosphorus effluent limitation until such time as a thorough analysis is completed that demonstrates the need for lower effluent limits.

Requested Revision. Set a seasonal total phosphorus limit from July through September, as proposed below.

Parameter	Effluent Limitations				Monitoring Requirements		
	Units	Average Monthly Limit	Average Weekly Limit	Maximum Daily Limit	Sample Location	Sample Frequency	Sample Type
Total Phosphorus as P January - June	ug/L	Report	Report	--	Effluent	2/month	24-hr. comp. calculation
Total Phosphorus as P July - September	ug/L	Report	Report	--	Effluent	1/week	24-hr. comp. calculation
	lb/day	Seasonal Average Limit: 23 lb/day					
Total Phosphorus as P October - December	ug/L	Report	Report	--	Effluent	2/month	24-hr. comp. calculation

Comment 5. Section I. Table 1 (p 6). Based on Comment 4, including the issue that the State of Idaho has not demonstrated the need for a total phosphorus limit, did not select the in-stream target of 0.050 mg/L with site-specific data, and did not evaluate the seasonal need for a total phosphorus limit by arbitrarily selecting an annual allocation, the City suggests that EPA request an errata for the total phosphorus wasteload allocations be issued by DEQ.

Request Revision. That EPA requests errata on total phosphorus from DEQ. Postpone any new total phosphorus effluent limitations until such as time as errata are issued, either until the next NPDES renewal or via a re-opener.

Comment 6. Section I. Table 1 (p 6). Under the column "Parameter" for the item "NPDES Application Form 2A Expanded Effluent Testing" the callout "See Part I.B.9" does not exist.

Requested Revision. Correct the callout to reference the appropriate section.

Comment 7. Section I.C Table 3 (p 8). In Table 3, the freshwater acute toxicity testing is 96 hours, but the referenced method is a 7 day chronic reproduction and growth weight testing. These are two separate methods and should be clarified.

Requested Revision. Revise Table 3 to have the matching freshwater acute toxicity texts with the appropriate methods.

Comment 8. Section I.C.5 (p 9). The toxicity reduction evaluation (TRE) workplan is required prior to the toxicity testing. This TRE workplan is unnecessary and will not be used if the testing results show that the effluent quality meets the toxicity requirements, which is the City's expectation.

Requested Revision. Revise the requirement to have the TRE workplan required within 180 days after toxicity testing if the effluent is not meeting the toxicity requirements.

Comment 9. Section I.D.6 (p 11). The requirement, "For temperature, surface water monitoring results must be submitted to EPA and IDEQ with the monthly DMRs" poses technical and safety challenges for the City. During previous efforts to monitor river temperature, the probes were destroyed and lost during high flow events in the river. If the download of the temperature probe recordings were done quarterly, this would reduce risk and time requirements for City personnel. Also, the location of temperature sampling is a life safety issue for City personnel. The City requests the flexibility to locate upstream and downstream temperature monitoring at locations that will provide safe access for personnel.

Requested Revision. Revise the reporting frequency for water temperature to quarterly to coincide with the other parameters in Table 4.

Comment 10. Section I.D Table 4 (p 12). The list of parameters in Table 4 is cited in the Fact Sheet (p 14) as having been specified in IDEQ's 401 certification. The list of parameters in Table 4 includes parameters that are not listed in the 401 certification (p 1).

Requested Revision. Remove the parameters not listed in the 401 certification from the surface water monitoring requirements (Table 4); alkalinity, cadmium, cyanide, lead, nickel, and silver.

Draft Fact Sheet

Comment 11. Section I.A (p 7). The information for "Contact:" should be updated remove the reference to Ray Hyde, Public Works Manger and replace it with Tom Hellen, Public Works Manager.

Requested Revision. Correct the contact information.

Comment 12. Section II.B (p 7). For the sentence "A map has been included in Appendix A...", there is not a map in Appendix A.

Requested Revision. Correct the reference.

Comment 13. Appendix C (p C-6). For the sentence "...and the maximum monthly geometric mean in-stream target of 126 CFU/100 ml total phosphorus", the reference should be to E. coli, not total phosphorus.

Requested Revision. Correct the reference.

Comment 14. Appendix C (p C-6). For the sentence "...of 126 CFU/100 mL total phosphorus (see the TMDL at Page 63)", the reference should be to the Errata.

Requested Revision. Correct the reference to (see the Errata at Page 2).

Comment 15. Appendix E (p E-1). For the sentence "The USFWS county species list for Fremont County lists..." please replace Fremont with Blaine.

Requested Revision. Correct the reference and check that the list species are for Blaine County.

AGENDA ITEM SUMMARY

DATE: 4/9/12 DEPARTMENT: PW - Water DEPT. HEAD SIGNATURE: 

SUBJECT: Agreement with Liquid Engineering for inspection and cleaning of water tanks for \$9,485.

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

The City of Hailey has 4 water tanks; Indian Creek, Quigley, Woodside wellhouse, Northridge wellhouse; that require a periodic inspection for structural problems and a cleaning of any sedimentation that accumulates. This service was last performed in 2009 by Liquid Engineering. The Water Department received two proposals for this work (attached). Past inspections have not shown any structural problems.

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to authorize the Mayor to sign the agreement with Liquid Engineering for \$9,485 for the inspection and cleaning of the city water tanks.

ADMINISTRATIVE COMMENTS/APPROVAL:

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

ACTION OF THE CITY COUNCIL:

Date _____

City Clerk _____

FOLLOW-UP:

*Ord./Res./Agrmt./Order Originals: Record
Copies (all info.): _____
Instrument # _____

*Additional/Exceptional Originals to: _____
Copies (AIS only)

**CITY OF HAILEY
RESOLUTION NO. 2012-17**

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY
AUTHORIZING THE EXECUTION OF CONTRACT FOR SERVICES WITH LIQUID
ENGINEERING, FOR INSPECTION AND CLEANING OF 4 WATER TANKS**

WHEREAS, the City of Hailey desires to enter into an agreement with Liquid Engineering under which Liquid Engineering will perform and be responsible for Inspection And Cleaning Of 4 Water Tanks for the City of Hailey.

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

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HAILEY, IDAHO, that the City of Hailey approves the Scope Of Work - In-Service Clean & Inspect between the City of Hailey and Liquid Engineering and that the Mayor is authorized to execute the attached Agreement,

Passed this 9th day of APRIL, 2012.

City of Hailey

Fritz X. Haemmerle, Mayor

ATTEST:

Mary Cone, City Clerk



Fax - (406) 651-0120

Proposal Number
42978

Please reference the Proposal
Number above on all Purchase
Orders issued.

Scope of Work - In-Service Clean & Inspect

This Potable Water System Proposal is made this date, by and between **City of Hailey** of the state of **Idaho**, (hereinafter "Client") and **Liquid Engineering Corporation, of Billings, MT**, (hereinafter "LEC"). LEC will provide all labor, specialty equipment and insurance to professionally evaluate your facilities.

In-Service Inspection

Interior and exterior inspections will review structural, sanitary, safety, security and any installed coating conditions. Reporting will be provided based on water tank inspection criteria, referencing applicable OSHA, EPA, AWWA, TCEQ and NFPA requirements. Minimum items examined will include ladders, shell, roof, vent, manways, welds, seams, foundation, anchors, safety systems, hatches, external overflow and plumbing.

Underwater interior video documentation will be completed with real-time closed circuit high-resolution color underwater video equipment. All pertinent findings will be recorded on DVD format (including dive maintenance technician's findings and narrative summary).

Services will include detailed interior video documentation of the potable water tank(s) / clearwell(s) as described on page two (2).

Underwater Operations – All Dive Maintenance Technicians and associated in-tank equipment are fully disinfected in accordance with AWWA Standard C652-02. All system entries will be conducted in accordance with applicable OSHA regulations pertaining to Diving and Confined Space; including 1910.401 thru 1910.441. Specialty equipment may include but is not limited to; appropriate OSHA climbing and personal fall protection, AWWA and ADC approved commercial diving equipment dedicated to in-service potable water operations.

In-Service Cleaning

NOTE: For proper documentation of the interior floor, LEC recommends removal of sediment prior to inspecting.

In-service removal of accumulated bottom sediment is accomplished using LEC's proprietary HydroDyne™ cleaning equipment. Normal cleaning prices provided include removal of sediment accumulations up to the first two inches (2") in depth or cubic yards given on reservoir information breakout.¹ Material that cannot be vacuumed with LEC's HydroDyne™ (e.g., concrete, gravel, misc. materials or compact sediment requiring the use of a hand nozzle), is considered debris. Cleaning includes up to one hour of debris removal per tank at no additional charge.²

For normal cleaning operations client shall make available an approved discharge location (sewer, cofferdam, etc.) within 300' of the reservoir access hatch. (Site-specific discharge recommendations can be provided by LEC upon request).

Deliverable – Prioritization Schedule

The deliverable provided on site will consist of LEC's on site report, summary recommendations and Immediate Needs Assessment™, which documents discrepancies that require urgent action, and is supplemented by the interior DVD documentation.

If requested, within approximately 45 days of completion of the onsite work, LEC's formal report will be delivered. This additional documentation will include a comprehensive listing of all discrepancies found, with corresponding photos and recommendations provided by LEC's specialists. Any cost estimates provided are estimated based on services provided by LEC and its specialists. This report will be delivered in the form of a digital PDF document. If a bound hard copy is requested, additional costs may apply. Costs for this bound report, without a professional engineers stamp are given on page 3. If necessary, reports can be signed and stamped by a licensed professional engineer for an additional charge.



<p>Proposal Number 42978</p> <p>Please reference the Proposal Number above on all Purchase Orders issued.</p>
--

Assumptions - Based upon information obtained via the systems interview conducted for your facility, the following assumptions were made. Should conditions vary from those stated, additional charges could apply.

- Prior to arrival, and during underwater operations, water level in tanks/clearwells to remain full.³
- Client's Point-of-Contact will be available for access, as well as authorization of any additional requested work.
- Facilities are accessible with LEC's standard truck/trailer combo (overall length – Crew Cab = 23' / Trailer = 22').⁴
- Access into tanks/clearwells are sufficient for man entry (i.e. 24" dia), with no obstructions in the hatchway.
- Exterior inspections will be performed from the ground, installed ladders, and exterior roof while utilizing installed ANSI & OSHA-certified personal fall protection equipment, without additional scaffolding or rigging.
- There are no special discharge requirements (i.e. long distances / permits).
- For Inspections Only – to avoid additional setup, any requested cleaning will be authorized prior to diver entry.

Miscellaneous

All services provided by LEC will be completed in a professional workmanlike manner according to the Terms and Conditions of this Proposal. Any alteration or deviation from the Terms and Conditions of this Proposal, or additional services, involving additional costs, will be completed only upon written authorization by Client or Client's Authorized Representative.

This Proposal is contingent upon weather, delays or other matters beyond LEC's control. Client will carry fire, tornado, and other necessary insurance. LEC will provide all other required insurance coverage, including, but not limited to, General Liability, Employer Liability and Workmen's Compensation Insurance during all operations (certificate of insurance available upon request).

Reservoir Information

<u>Tank</u>	<u>Capacity</u>	<u>Dimensions</u>	<u>Type</u>	<u>Cubic Yards Included</u>
Northridge	80,000	12' high x 42' L x 21' W	Concrete – b/g	5 (2 inches)
Quigley	2,000,000	22' high x 136' L x 118' W	Concrete – o/g	96 (2 inches)
Turbine	1,000,000	12' high x 120' dia	Concrete – b/g	68 (2 inches)
Woodside	48,000	12' high x 30' L x 18' W	Concrete – b/g	3 (2 inches)



Proposal Number
42978
 Please reference the Proposal Number above on all Purchase Orders issued.

Costing	
Total Price for Cleaning / Inspection & On-Site Reporting	\$ 9,485.00
<i>Pricing above does not include Local, State or Franchise Taxes - if any.</i>	

RIDERS – Additionally Requested Services

{Billed upon completion, as necessary and requested}	Initial	
Digital Formal Written Report (As described on page 1of proposal) (This is a per tank cost)		\$ 275.00 / tank
Leak Detection & Repairs		\$ 375.00 / hour

Pricing above does not include Local, State or Franchise Taxes - if any.

(Prior written approval will be obtained from Client's Authorized Representative for any additional charges outside the Scope described herein).

1. Bottom sediment in excess of two inches or cubic yards stated above will be removed at \$42.00 per cubic yard.
2. Debris removal in excess of one hour per tank will be charged at a rate of \$425.00 per hour
3. Unscheduled delays, which are a direct result of the utility's obligations (i.e. access and water level), may incur standby charges.
4. Access requiring portable set-up (i.e. truck only), will incur an additional setup/tear-down charge.

This Proposal, when executed by both parties, shall constitute a binding agreement between the parties. The persons signing on behalf of Client and LEC hereby represent and certify that they are fully empowered to bind the respective parties to this Contract. Client acknowledges that payment is due and payable **Net 30 upon completion of on site work**. Progress billing will be applied on any contract whose duration is longer than ten (10) days. A finance charge on past-due accounts is computed at a periodic rate of 1.5% per month, which is an annual percentage rate of 18%.

In the event Liquid Engineering Corporation is required to bring suit to enforce its rights under this Agreement, to collect any and all payments due and owing under this Agreement, or to otherwise determine, protect or enforce its rights and remedies under the Agreement or at law or equity, Liquid Engineering Corporation will be entitled to recover from the client its reasonable attorney's fees, expert fees, costs and expenses incurred in connection therewith.

City of Hailey
 115 South Main
 Hailey, ID 83333

LIQUID ENGINEERING CORPORATION
 P.O. Box 80230
 Billings, MT 59108
 (800) 438-2187 Voice / (406) 651-0120 Fax

Accepted & Agreed per Costing Breakdown
 Attached hereto and by Reference included herein

By: _____

By:  - Fred Muller

Title: _____

Title: **Vice President - Operations**

Date: _____

Date: **February 24, 2012**

Note: This proposal may be withdrawn if not accepted within 90 days from the above LEC signature date.

Reese Dibble

From: Theresa Holsinger [tholsinger@liquidengineering.com]
Sent: Friday, February 24, 2012 1:30 PM
To: Reese Dibble
Subject: Liquid Engineering Corporation ROV Information-Attn:Reese Dibble-City of Hailey
Attachments: LEC Info Sheets 1209.pdf; Epoxy Repair Procedure.docx; Idaho References.docx; 3663-42978 ID.pdf; 3663-42981 ID BMP.pdf

Reese,

Hi, my name is Theresa. I am your contact here at Liquid Engineering.
Please note that proposal 42981 the Budget Maintenance Plan does not start until 2016.
Please feel free to email me or call 800/438-2187 x 41

Thanks and I'll talk to you soon.

Theresa Holsinger
Operation Analyst
Liquid Engineering Corporation
800/438-2187
fax: 406/651-0120
www.liquidengineering.com



LEC SERVICES — REGULATORY COMPLIANCE

Liquid Engineering Corporation personnel training, certification and operating procedures meet or exceed the following standards

OSHA 1910.401(A)(2)(iv)(B) - Federal OSHA - Commercial Diving Standards
OSHA 1910.00(g)(t) - Federal OSHA - Commercial Diving Operations
OSHA 1910.00 - Federal OSHA - Safety and Health Standards
OSHA 1910.146 - Federal OSHA - Permit Required Confined Spaces Regulations
CAL OSHA Title 8, Gr. 26/152 Sec. 6050-6063 - California OSHA - Commercial Diving Standards
CAL OSHA Title 8, Chap. 4/Art. 108 Sec. 5156-5159 - California OSHA - Confined Spaces Standards
OR OAR 437, Div 2 Sub(t) Sec. 1910.401 - .441 - Oregon OSHA - Commercial Diving Standards
TNRCC - Section 290.46(p)(1)(2) - Texas TNRCC - Potable Water Storage Reservoir Inspection Standards
Ten State Inspection Standards - Great Lakes-Upper Mississippi River Board of Public Health & Environmental Managers
NIOSH 87-113 - National Institute for Occupational Safety and Health - Confined Air Spaces Regulations
ANSI/ADC 01-1993 - American National Standards Institute - Commercial Diver Training & Certification Standards
AWWA C652-02 - Potable Water Diving Standards

AWWA Standards

D100-05: Welded Steel Tanks for Water Storage
D102-06: Coating Steel Water-Storage Tanks
D103-97: Factory-Coated Bolted Steel Tanks for Water Storage
D104-04: Automatically Controlled, Impressed-Current Cathodic Protection for the Interior of Steel Water Tanks
AWWA M42: Steel Water-Storage Tanks

ASTM D3359-07 (modified) - ASTM Standard - Testing Of Coating Adhesion To Metallic Substrates
ASM/NACE RP0178-91(A,B,C) - National Association of Corrosion Engineers - Corrosion Inspection Standards
ANSI/AWS B1.11-2000 - American Welding Society - Weld Inspection Standards
ANSI/SSPC Vis 2-00 / ASTM - D610-07 - Steel Structures Painting Council - Coating Evaluation & Inspection Standards
ACI 201.1R - 08 - American Concrete Institute - Guide for Condition Surveys of Concrete in Service
ACI 311.1R - American Concrete Institute - Concrete Inspector Training
ASNT-SNT-TC-1A - American Society for Nondestructive Testing - NDT Structural Testing - Training & Certification
ANSI/NSF - National Sanitary Foundation - Certification for Use In Potable Water Environments
ANS/ASSE Z359.1-2008 - Safety Requirements for Personal Fall Arrest Systems, Subsystems and Components
ADC - Association of Diving Contractors - Standards for Commercial Diving Operations

NACE Standards

RP0388-2001 Impressed Current Cathodic Protection of Internal Submerged Surfaces of Carbon Steel Water Storage Tanks
RP0196-04 Galvanic Anode Cathodic Protection of Internal Submerged Surfaces of Carbon Steel Water Storage Tanks
RP0193-2001 External Cathodic Protection of On-Grade Carbon Steel Water Storage Tank Bottoms

All repair, sealing, and coating materials meet or exceed the following standards

EPA - Approved for use in potable water
FDA - Approved for human consumption
USDA - Approved for incidental contact with food
NSF 60 & 61 - Approved for use in potable water



LEC SERVICES — CLEANING

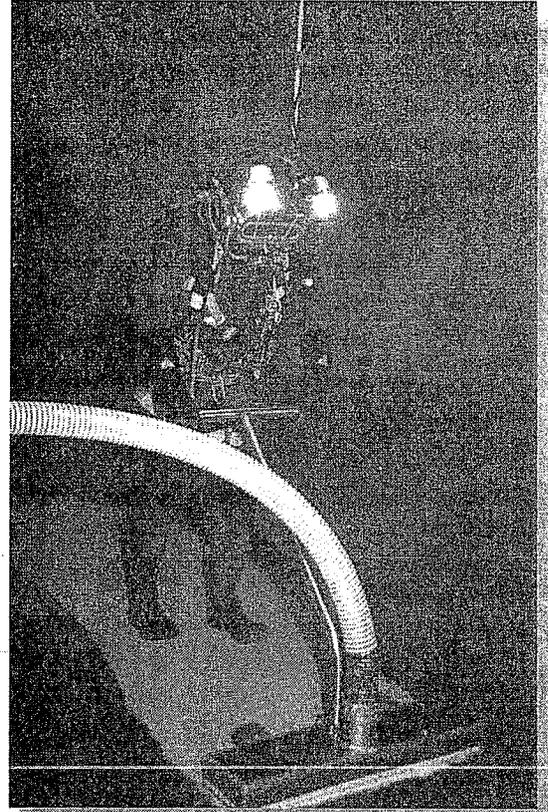
Liquid Engineering crews are equipped to access on-site, any type of storage facility

Whether it is an on-grade, below-grade, clearwell, stand pipe or tower, Liquid Engineering's cleaning process utilizes the proprietary HydroDyne Cleaning System exclusively, for the cleaning of potable water storage reservoirs. This system will remove flocculated material, silt, sediment, sand and any other debris from the floor of your reservoir.

No down - time or loss of storage capacity

You continue to pump water and operate your system in a normal manner during all cleaning procedures. It is not necessary to drain your reservoir, incur additional personnel and equipment costs, meet increasingly stringent OSHA regulations, or provide costly and time-consuming decontamination procedures prior to returning your reservoir to service.

Your reservoir is never taken out of service!



LEC SERVICES — LEAK DETECTION & REPAIR

All leak and coating repairs meet or exceed ANSI/AWWA and EPA recommendations

utilizing approved procedures and products meeting the latest NSF 60/61 Standards (approved for use in potable water). Finally, by employing the unique HydroDyne Cleaning System during all repair procedures, the possible circulation of rust, scale, or paint debris in your water, or any increase in turbidity, is prevented.

CUTTING EDGE TECHNOLOGY.

COMPLETE & CONSISTENT SERVICE.

UNSURPASSED VALUE.

THAT'S LEC.

Liquid Engineering's dive maintenance technicians are highly trained

and experienced in all phases of repair of your on-line water storage reservoir. Because your reservoir remains full of water, we can immediately pinpoint any leaks using food-grade dyes. The following repairs can be performed with your reservoir in normal operation:

- On-the-spot identification and repair of all water leaks
- Repair/modify/replace existing plumbing and valves
- Replace water level sensors/floats & wiring
- Move, adjust or install/replace water inlets, outlets or overflows
- Repair damaged interior coatings or areas of non-structural rusting and pitting
- Perform repairs on non-structural leaks in wood, hypalon, steel and concrete reservoirs
- Install, modify, or repair baffle systems, liners and floating covers



LEC SERVICES — ASSESSMENT

The Liquid Engineering assessment program

is undertaken with your reservoir or clearwell filled with water and in normal operation. All procedures and techniques have been developed, tested and proven to meet the unique requirements of the potable water industry.

All water reservoirs receive detailed underwater inspection to the following standards:

- Pitting depth testing to 5 mils accuracy
- Weld evaluation to American Welding Society - ANSI/AWS B1.11-2000
- Coating evaluation to Steel Structures Painting Council - ANSI/SSPC-Vis 2-00/ASTM-D610-07
- Corrosion evaluation to National Association of Corrosion Engineers; AS/NACE RP0178-91A,B,C
- Concrete evaluation to American Concrete Institute; ACI 201.1R-08

Upon request, LEC technicians can also conduct the following underwater tests:

- Leak detection, analysis and remediation
 - Ultrasonic metal thickness testing (e.g., floor thickness) to 5 mils accuracy
 - Presence or absence of lead
 - Paint mil thickness testing (DFT) to ASTM D1186
 - Interior coating adhesion analysis to (modified) ASTM D3359-07
- **Important note:** If a thorough and complete inspection is desired of welds, joints, gaskets and coating (steel floors), or for cracking, spalling, etc. (concrete floors), the reservoir floor must be clean—unless there is only a superficial film present. [The majority of significant coating failure & leaks are found in the floor]

Detailed Assessments Include:

- Interior roof, wall & floor
- Columns and floor plates
- Floor-to-wall joints and gaskets
- Water level sensors & associated wiring
- Overall general appearance and condition of interior walls and floors
- Floor seams, welds/bolted joints and the integrity of any previous repairs
- All structural members as well as inlet/outlet, vents & screens, overflow systems, drains, bolted and welded connections, ladders, hatches, and any other interior plumbing
- A random measurement and tally of bottom sediment as well as a bid to remove all bottom silt/sediment, if requested

Interior Assessment

The interior conditions are inspected for peeling, blistering or other indications of a loss of coating integrity. Any areas of pitting or rust, as well as any associated undercutting or migration, will be documented and noted on the video record, pictures and reports. LEC technicians can also perform a variety of destructive and non-destructive tests. If a cathodic protection system is installed, LEC dive maintenance technicians will visually examine the condition of anodes, cables and wiring for indications of operational condition (e.g., appearance and color of rust, holidays, erosion and presence/absence of any deposits).

Exterior Assessment

The exterior is inspected for safety, vulnerability, structural and coating integrity. This inspection takes into consideration the requirements and recommendations of NRWA, AWWA, OSHA, NFPA, EPA and other state specific requirements.

Comprehensive Reports Include:

- Digital photos of all discrepancies and maintenance problems identified during the assessment of your tank.
- Detailed cost analysis of recommendation, repair, or rehabilitation of all identified discrepancies or problems. This includes a narrative summary of all said issues.
- Regulatory compliance reference binder that explains the standards and regulations associated with each of the identified discrepancies.

Warranty & Acceptance Inspections are an LEC Specialty

If you have recently completed construction or repainting of the interior of your tank, we can undertake a complete interior inspection without de-watering or disrupting service to your customers in any way. You will then have a detailed third - party interior inspection and video of the interior coating or completed construction, while you are still covered by the contractor's warranty!

LEC SERVICES — ENGINEERING

From initial design, through construction, training and operations, LEC provides a unique range of engineering services tailored to your specific needs.

Structural, Civil and Environmental Engineering Services

We couple innovative solutions with professional project experience. LEC engineers work with you in performing analysis and developing flexible designs which will exceed regulatory standards.

Our licensed P.E.'s can perform a structural engineering survey of your water tanks for a fraction of the normal cost. LEC's engineering survey provides valuable information if you are concerned about your reservoir's structural integrity, or you are developing a long-term budget plan. Surveys are prepared using the live inspection video, digital still photos and detailed reports (NACE, AWS, SSPC and/or ACI) completed by our dive maintenance technicians. When undertaken in conjunction with your tank cleaning, your utility will save thousands of dollars.



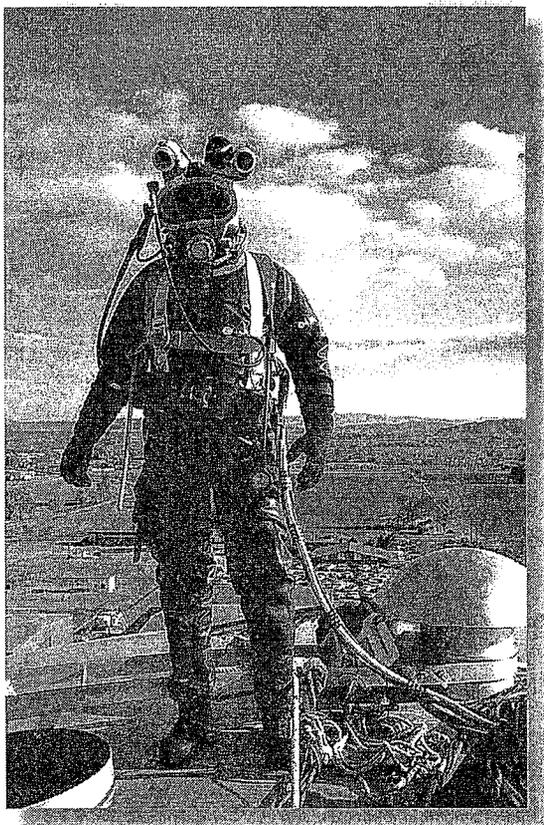
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ENGINEERING
CORPORATION

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RECOMMENDED CONTRACT SPECIFICATIONS FOR POTABLE WATER DIVING OPERATIONS

These recommendations provide recognized standards, which have been compiled from the following sources

- These specifications incorporate the AWWA Standard for Disinfection of Water Storage Facilities, C652-02
- Association of Diving Contractors - Consensus Standards
- Federal OSHA - Commercial Diving Regulations
- Standards which are specified by numerous consulting engineering firms and municipalities who routinely contract for potable water diving services.



Recommended Specifications

1. All diving operations will be conducted by certified commercial divers who have graduated from an ACDE Approved Commercial Diving Course. Alternatively, divers who have completed specialized military training i.e., Navy 1st or 2nd Class Dive Courses or Master Dive School shall also qualify.
2. All diving operations shall be conducted with surface-supplied commercial grade diving equipment, including compressor (or compressed air bottle storage system), volume tank, air control system, filter system and pneumofathometer. The air source shall have been tested, within the past 180 days, for oil mist and other contaminants, in accordance with 29 CFR.
3. All diving operations shall be conducted utilizing a totally encapsulated diving dress, including diver hard hat with sealed neck dam, and a dry suit in good repair. A band mask shall be prohibited, for any but an emergency situation.
4. The diver hard hat shall be equipped with operating voice communication to the surface, and the diver umbilical shall consist of at a minimum, the following: Diver air hose, pneumofathometer, diver communication cable, video cable and high intensity lighting power cable.
5. The dive team shall consist of no less than a three person team (Diver, Tender & Dive Supervisor), all of whom shall be certified commercial divers. All team members shall have a current CPR & First Aid Card, as well as a complete diver physical within the previous 24 months.
6. All diver equipment and any other equipment introduced into the reservoir shall be dedicated for potable water operations, and further, shall be disinfected with no less than a 200ppm chlorine scrub/spray prior to entry into the reservoir.
7. Underwater welding is not permitted in potable water reservoirs unless the reservoir is isolated from the system and the water is drained to waste following the welding procedures.
8. Dive contractor shall have available for examination, the following documentation: Copy of Standards and Procedures Manual, Safe Practices Manual, Diver Logbooks and the latest Air Testing Reports.
9. Dive team shall be equipped with live color video with live voice recording (and associated lighting system) between diver and surface team, to allow for real-time surface monitoring of all diving activities and findings, as well as quality-control of the completed work.
10. Contractor security protocols shall include mandatory identity, drug and criminal background checks of all field employees prior to, and routinely re-investigated during, employment.

STANDARDS & OPERATIONAL PROCEDURES

The following maintenance standards and operational procedures describe LEC's unique potable water storage tank maintenance program. This program utilizes highly trained and experienced commercial divers, proven procedures, and specially engineered proprietary equipment. All procedures are conducted with your reservoir full and in normal operation. You do not have to de-water your reservoir, or suspend pumping at any time; and all of this at a substantial cost savings to you.

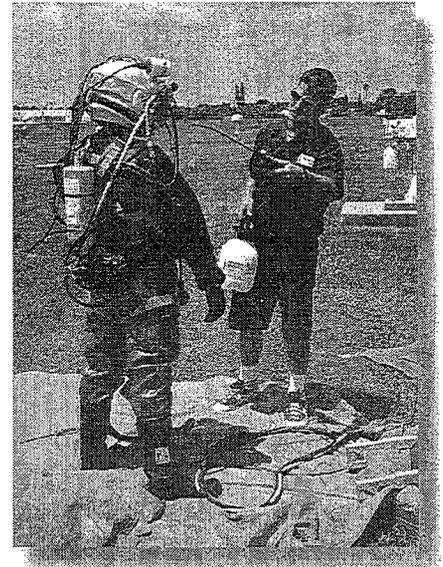
Compared to conventional inspection, cleaning and repair methods,

Liquid Engineering's maintenance procedures eliminate the need for additional lighting, or the installation of potentially damaging and expensive scaffolding. Additionally, LEC solves the problem of meeting the latest and increasingly restrictive OSHA confined air space regulations, as well as eliminating the hassle and costs associated with draining, flushing, pumping, disinfecting and refilling your reservoirs.

Utilizing LEC's state-of-the-art technology not only results in significant water savings to you, but also eliminates service disruptions to your customers. In addition, none of LEC's normal under-water operations create any measurable increase in your water turbidity levels—a critical consideration.

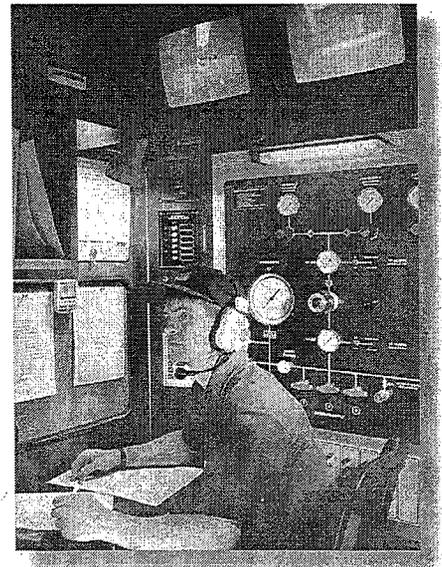
All LEC dive maintenance technicians are ACDE Certified Commercial Divers

LEC utilizes the latest state-of-the-art surface-supplied air and diver support technology (as compared to SCUBA - equipped sport divers—e.g., NAUI, PADI or YMCA certified divers). Our certified commercial dive specialists receive six months of specialized training before they are qualified to work on your system. To protect your system from contamination, our dive maintenance technicians are totally encapsulated in a sealed dry suit which is mated to a sealed commercial diver's hard hat. This equipment not only ensures total isolation of our technicians from your water, it also allows you to have two-way live voice communication with them at all times. As further protection from contamination, all LEC dive maintenance technicians and associated equipment are decontaminated with a high concentration (200ppm+) chlorine solution prior to entry into your potable water storage reservoir or lines.



Operational procedures are monitored LIVE

Our surface support team (as well as your staff and engineers) monitors each dive maintenance technician during cleaning, inspections and repairs. This is accomplished by mounting high resolution, color video cameras and 500 watt underwater lights to our technician's commercial diving helmet. This closed circuit video system provides not only the ultimate in quality control, but also allows you to have a complete video record, including live voice recording, of all procedures completed by your Liquid Engineering team. In addition to live video, 35mm still photography capability is also available.



As a final note, while Liquid Engineering Corporation prefers working with your engineers and staff to develop real-world solutions, we can also provide consulting engineering services to meet your specific needs.





Diving & Marine Services, Inc.

March 14, 2012

City of Hailey
Attention: Reese Dibble
PO Box 11
Hailey, ID 83333

RE: 2012 Tank Maintenance Project

Midco Diving & Marine Services, Inc. is pleased to provide the following proposal to perform the scope of work outlined below.

All diving operations are fully insured for "Commercial Diving Operations" including General Liability and Workman's compensation. **Verifiable Certificates of Insurance** are available upon request. Midco Diving & Marine Services, Inc. is in full compliance with OSHA 29 CFR 1910, Subpart T - Commercial Diving Operations regulations. OSHA specifies that the minimum acceptable dive crew size is three qualified divers. Not all firms are complying with this mandate and continue to use two person dive crews or unqualified personnel; please be aware of this when evaluating our proposal. Further, prior to commencing work, and if requested, we will provide your firm with copies of personnel and equipment certifications which meet or exceed those mandated by OSHA, specifically;

Diver training – from accredited commercial dive school (each dive team member)

Association of Diving Contractors International (ADC) Commercial Diver Certification Cards indicating each dive team member's qualifications and competency level as defined in the ADC Consensus Standards

Current First Aid/CPR training (each dive team member)

Annual medical examination determining diver is fit to perform assigned tasks (each dive team member)

Air purity test for breathing air source(s) – tested every 6 months

Breathing gas supply hoses – tested at least annually to 1.5 times their working pressure

Depth gauges – calibrated every 6 months

Tank Descriptions

Quigley Tank	2 MG 136' Long x 118' Wide x 22' Deep Below Grade Concrete – 30 Columns
Woodside Tank	80 KG 42' Long x 21' Wide x 12' Deep Below Grade Concrete – Center Baffle Wall
Indian Creek Turbine	1 MG 12' Deep x 120' Diameter Below Grade Concrete
Northridge Tank	48 KG 30' Long x 18' Wide x 12' Deep Below Grade Concrete – Partial Center Baffle Wall

800.479.1558

www.midcodiving.com

info@midcodiving.com

Home Office P.O. Box 513 Rapid City, South Dakota 57709 605-791-3030

Regional Office P.O. Box 7396 Loveland Colorado 80537 970-744-2097

Inspection

1. An inspection with a live video recording will be made along with written documentation of all findings in the tank in a written report. Inspection procedures include.

- Inlet and outlet
- Overflow
- Roof and Roof hatch
- Walls and floors
- Baffle/support walls
- Interior ladders
- Roof vents
- Exterior coatings
- Exterior ladder & rails
- Sumps
- Internal plumbing
- Joints and seams
- Interior coating
- Telemetry
- Sediment depths

Cleaning

1. Remove up to two inches (2") of accumulated material from the storage tank floor using underwater vacuum procedures as needed. Any material that cannot be removed by normal vacuum procedures or material in excess of two inches (2") will be removed for an additional charge with a firm price given while on site. Material such as sand, gravel and concrete is considered debris and will be removed by hand **at an additional charge**. All discharged materials including water are the responsibility of the owner unless prior arrangements are made.

Cleaning and Inspection Pricing \$10,396.00

This quote and pricing is valid for Thirty Days (30). Terms are net 10 days for completed on site work; interest at 1.5% per month on any unpaid balance. Pricing is also contingent on utility personnel working with our scheduling department to complete the project in timely and proficient manner which includes potentially working over a weekend. Although we strive to work with utility personnel in regards to scheduling availability, some instances necessitate weekend access. All Midco Diving quotes are subject to availability of personnel and equipment; upon approval have this signed and faxed back to 800-238-0217 to confirm scheduling.

This quotation has been prepared exclusively for your firm. The contents of this quotation are considered confidential and are not to be divulged to third parties. This quotation has been prepared using information provided by your firm/utility. Incorrect or inaccurate information used for estimate purposes or that delays progress could influence your final price. Interruptions in the work progression, not in control of Midco Diving & Marine Services, Inc. may also affect your final pricing. If Midco Diving & Marine Services, Inc is unable to complete the work as described above due to tank access, water levels, safety issues, etc. a nominal trip fee may be charged.

Sincerely,

AJ Vela

AJ Vela
Regional Sales Manager

Accepted by:

Name & Title

Utility/Company Name

Date

Quality On Tap!

800.479.1558

www.midcodiving.com

info@midcodiving.com

Home Office P.O. Box 513 Rapid City, South Dakota 57709 605-791-3030

Regional Office P.O. Box 7396 Loveland Colorado 80537 970-744-2097

Reese Dibble

From: AJ Vela [ajvela@midcodiving.com]
Sent: Thursday, March 15, 2012 6:37 AM
To: Reese Dibble
Cc: Robert Greenspan
Subject: Water Tank Clean & Inspect Proposal - Midco Diving
Attachments: City of Hailey.pdf

Reese,

Here is the cost proposal to clean & inspect the tanks we discussed....This cost includes all the mobilization, personnel and equipment needed to complete the cleaning and the inspection in the tanks.....This cost also includes a Written Report & Video of the inspection services provided in the tanks.....Please give me a call if you have any questions.....I will touch base with you later next week.....Have a Good rest of your week.

AJ Vela
Regional Sales Manager

MIDCO DIVING & MARINE

Regional Office:
PO Box 7396
Loveland, CO 80537
PH: 1-970-744-2265
FX: 1-800-238-0217

Home Office
PO Box 513
Rapid City, SD 57709
800-479-1558 ext 87
800-238-0217 fax

ajvela@midcodiving.com
www.midcodiving.com

AGENDA ITEM SUMMARY

DATE: 4/9/2012 DEPARTMENT: Admin

DEPT. HEAD SIGNATURE: HD

SUBJECT:

Fireworks Display Contract and Purchase Order (Fourth of July Fireworks Show)

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

The enclosed contract is identical to the contract we signed last year with this service provider. The show was successfully operated and managed last year.

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:

Make a motion to approve the Fireworks Display Contract and Purchase Order and authorize the mayor to sign.

FOLLOW-UP REMARKS:

**CITY OF HAILEY
RESOLUTION NO. 2012-18**

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY
AUTHORIZING THE EXECUTION OF CONTRACT FOR 4TH OF JULY
FIREWORKS WITH LANTIS PRODUCTIONS, INC., FOR 4TH OF JULY
FIREWORKS SHOW**

WHEREAS, the City of Hailey desires to enter into an agreement with Lantis Productions, Inc. under which Lantis Productions, Inc. will perform and be responsible for The 4th Of July Fireworks Show for the City of Hailey.

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

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HAILEY, IDAHO, that the City of Hailey approves the Fireworks Display Contract And Purchase Order between the City of Hailey and Lantis Productions, Inc. and that the Mayor is authorized to execute the attached Agreement,

Passed this 9th day of APRIL, 2012.

City of Hailey

Fritz X. Haemmerle, Mayor

ATTEST:

Mary Cone, City Clerk

Permits
50%/50%

Show # 12130

FIREWORKS DISPLAY CONTRACT AND PURCHASE ORDER

THIS CONTRACT, entered into on March 22, 2012 and between LANTIS PRODUCTIONS, INC. (a Utah corporation hereinafter referred to as LANTIS), and City of Hailey (hereinafter referred to as CLIENT).

WITNESSETH: LANTIS agrees to furnish the CLIENT, in accordance with the terms and conditions hereinafter set forth, a Fireworks Display Show as per our proposal, a copy of which is attached as exhibit "A", including the services of a licensed and trained Pyrotechnician to take charge of and fire the Display.

CLIENT shall pay LANTIS the sum of twenty thousand and No/100 (\$20,000.00) DOLLARS, in United States Currency, according to the following terms and conditions:

1. Due upon execution of contract \$ 10,000.00 (the "Deposit")
2. Check due time of show \$ 10,000.00

All sums due herein shall be mailed directly to the corporate offices of Lantis Productions Inc., P.O. Box 491, Draper, Utah 84020, unless otherwise directed in writing.

Note: Balance due within (10) days of the show.

The said display is hereby scheduled to be performed on July 4, 2012. The display may be cancelled by CLIENT up to ten (10) days before display's date. At this time only the cost of the set pieces (if applicable) and permit fees will be paid for by CLIENT and Lantis shall refund the remainder of the Deposit. If for reasons other than adverse weather conditions the display shall be cancelled within the ten (10) days prior to the show date, the CLIENT agrees to forfeit the Deposit as a cancellation fee.

If the scheduled presentation of the show is delayed due to adverse weather conditions, or other circumstances beyond the reasonable control of either LANTIS or CLIENT, each shall bear an equal share (i.e., 50%) of all "out-of-pocket" expenses incurred by LANTIS due to the delay. Such expenses shall include, but shall not be limited to, additional lodging, meals, Pyrotechnician fees, permits, vehicle rentals, and equipment rentals (if any) incurred by authorized representatives of LANTIS necessary to present the show.

CLIENT hereby agrees that any show so delayed must be presented within 10 calendar days of the originally scheduled date without incurring additional expenses except as detailed in the paragraph above. If the presentation of the show is delayed beyond ten (10) calendar days from the originally scheduled date, this contract shall be subject to renegotiation between LANTIS and CLIENT.

The parties intend on using the Wood River High School parking lot to stage the fireworks launch site. Lantis shall contact the Blaine County School District to obtain written permission to use the parking lot. Client shall be responsible for cleaning of the parking lot after the show with street sweeper and Lantis shall be responsible for cleaning after the show in the landscape areas within the parking lot and outside of the parking lot removing debris caused by fireworks. LANTIS, on behalf of CLIENT, will secure all required state and/or local fireworks permits. Any required marine permits will be obtained by LANTIS on behalf of the CLIENT. CLIENT will obtain any required event permits, and will arrange for any security bonds as required by law in CLIENT'S community when necessary. CLIENT agrees to furnish necessary and adequate police and/or private security, fire and other necessary protection for proper crowd control, auto parking control, and proper security around the designated safety area during the set-up, during firing, and for a minimum of thirty minutes following show completion.

Any vehicles or personal property located within the designated safety area shall be removed at the CLIENT'S Expense. Any damage or destruction of vehicles or personal property left remaining in the designated safety area shall be the sole responsibility of the CLIENT.

CLIENT hereby acknowledges and agrees that the LANTIS Pyrotechnician, the CLIENT, or Local Fire Authority, shall have the right to delay the start of, or terminate the firing of, the Fireworks Display Show if, in any one of the individuals' reasonable judgment, unsafe conditions exist as detailed in the LANTIS Safety Procedures Manual, NFPA 1123 Guidelines, or other applicable local law or regulation.

LANTIS shall provide insurance coverage provided by a responsible insurance company licensed to do business in the state of Idaho for the following amounts and specified risks only:

Bodily Injury and Property Damage, including Product Liability of \$2,000,000.00.

Under the provisions of our insurance coverage, this protection shall be extended to the CLIENT as an additional named insured only upon receipt by LANTIS of a properly executed original copy of this contract.

It is agreed that this contract shall be governed by the laws of the State of Utah. Should any legal action be brought to enforce or interpret the terms or provisions of this Contract, any court of competent jurisdiction shall be proper venue for such an action. Interest at 1 1/2% per month (AN ANNUAL PERCENTAGE RATE OF EIGHTEEN PERCENT PER ANNUM A.P.R. 18%) will be charged on all accounts past due, and the

Client agrees to pay the same. If any legal action is brought to enforce or interpret the terms or provision of this Contract, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief they may be entitled to.

It is further agreed that nothing in this Contract shall be construed as forming a partnership, the parties hereto being severally responsible for their own separate debts and obligations, and neither party shall be held responsible for any agreement not stated in this Contract. The parties hereto do mutually and severally guarantee the terms, conditions and payments of this Contract and these articles shall be binding on the parties themselves and on their heirs, executors, administrators, successors and assigns. CLIENT further warrants that the signature affixed hereto on their behalf is properly authorized to execute such documents and incur such obligations on behalf of the CLIENT. The parties further agree that none of the provisions of this contract may be changed or modified in any way without the express written permission of LANTIS and client.

Additional Provisions:

20-2.50" shells salutes

245-4" shells

170-5" shells

40-6" shells

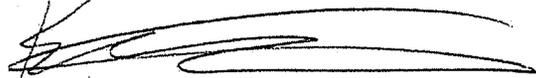
25-7" shells

IN WITNESS WHEREOF, the parties hereto, by and through their duly authorized agents, have set their duly authorized signatures and seals the dates and places indicated below.

LANTIS

Executed on behalf of LANTIS PRODUCTIONS INC. on January 31, 2011 at Fairfield, UT.

Lantis Productions Inc.



by: _____
Kenneth L. Lantis, President

CLIENT

Executed on behalf of _____ this 22 day of March, 2012
at,

by: _____

Title: _____

INSURANCE CERTIFICATE REQUISITION
Lantis Productions Inc

Show # 12130

Client Name: Hailey City

Address: 115 Main Street South, Hailey ID 83333

Display Date July 4, 2012

Approximate Time: 10 PM

Location of Display: 1250 Fox Acres Road Hailey, ID 83333.
Wood River High School Parking Lot

Exact Names of those to be insured: City of Hailey, Blaine County School District #61

Name of Site Property Owner: Blaine County School District #61

Insurance Certificate is to be issued to: City of Hailey

Title: n/a

Phone: 208-788-4221

Address: 115 Main Street South, Hailey ID 83333

This form must be returned with your signed contract in order for the Insurance Certificate to be processed. Our Insurance Carrier requires that we have this form in addition to the signed contract prior to the Certificate being issued and the coverage extended to the show sponsor(s).

The Insurance Carrier also requires that a diagram of the display show site and a description of the surrounding properties be submitted before the show. Please attach this diagram to this form. If you have any questions, please contact our Corporate Office at 1-800-443-3040 8 a.m. to 5 p.m. Mountain Time.

REQUEST FOR DIAGRAM OF FIRING AREA

Lantis Productions Inc.

Show # 12130

Dear Customer:

In an effort to better understand and plan for your fireworks display show, it is of the utmost importance that you supply our office with a diagram or map of the proposed display site and the surrounding areas in all directions.

The map should show distances (in feet) from spectators and parking areas as well as buildings wires and overhead obstructions. We need to receive this information before we can apply for permits and insurance.

Preparation and planning can bring out the best in a fireworks display. It can also reduce accidents. Thank you for your cooperation and attention to this matter!



Lantis Productions Inc.

Exhibit "A"

Schedule 5

Product Description and Quantity List

Lantis Productions, Inc. does not use "pre-packaged" fireworks shows. The interrelationship between the mood and rhythm of the soundtrack and the visual effects created requires that final shell selection wait the actual choreographing of the show to this allows our designers and pyro-artists the largest possible palate from which to paint the sky.

This approach is different from many pyrotechnic companies, and sometimes makes it difficult to compare our proposals with companies who sell prepackaged shows. While we are careful to specify the quantity, quality, and size of fireworks shells, we are reluctant to identify specific individual shells until show design and choreography is complete.

We hope that you will consider the value of this approach in evaluating our proposals

4" Aerial Shells

These spectacular shells travel up to 450 feet high and then burst in a spectrum of colors and effects. The world famous Hummer Shells, Special Effect Willows, three color changing Stars with Palm Core and Sky Mines are some of our exclusive 4" shells. We have 125 varieties to choose from. For your display we have selected:

Total 4" Aerial Shells = Proposal "A" 175 Shells to be Designed into the show
70 Finale

5" Aerial Shells

Our 5" aerial shells are individually designed to add a new dimension to the display. As these shells are larger in diameter this allows our designers to place more effects inside the shell to create effects such as Saturn Rings, Smiley Faces, Butterflies, Sky Mines, Silver Serpents and the beautiful gold "Kamouro" stars which burst over 500 feet high and then suspend in the night sky slowly descending towards the ground. We have over 130 varieties in stock. For your display we have selected:

Total 5" Aerial Shells = Proposal "A" 120 Shells to be Designed into the shells.
50 Finale

6" Aerial Shells

These magnificent shells are the biggest crowd pleasers of all. A massive aerial shell, which weighs 4kg, is fired up to 620 feet, leaving a silver trail as it soars into the night sky. As the shell reaches its programmed height it bursts into a huge colored chrysanthemum, falling leaves, Variegated Dahlia, Special pattern fish or one of our other shells that we have in stock. There are over 115 varieties to choose from in this selection of shells. For your Display we have selected:

Total 6" Shells = Proposal "A" 30 Shells to be Designed into the show
10 Finale

7" Aerial Shells = Proposal "A" 20 Shells to be Designed into the show
5 Finale

8" Aerial Shells = Proposal "A" 2 Shells to be Designed into the show

10" Aerial Shells

Display Shells Premium shells with similar effects as Listed for shells starting at the size of 4" to 16" shells.

Total 10" Aerial Shells = Proposal "A" Shells to be Designed into the show
Finale

Salutes

A brilliant silver flash and heavy report, these shells are usually used to note the finale of the display. For your display we have selected:

2.5" Salutes = Proposal "A,B,C" 20 Shells to be Designed into the show

Cost of either Proposal "A" is \$20,000 15 min. show as per excepted

Remember this is just an idea, if you would like to make some changes such as a different shell size or count on some shells Please give us a call. I know we can work something out.

Certificate of Insurance

109188

Issue Date: 3/22/2012

PRODUCER
Deborah Merlino
Combined Specialties International, Inc.
205 San Marin Drive, Suite 5
Novato, California 94945

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR LATER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED
Lantis Productions Inc
PO Box 491
Draper, UT 84020

INSURER A: Underwriters, Lloyd's London

INSURER B:

INSURER C:

INSURER D:

COVERAGES
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE NAMED INSURED ABOVE FOR THE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES INCLUDING, BUT NOT LIMITED TO THOSE FOLLOWING: LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS, ADDITIONAL CONDITIONS AND EXCLUSIONS: 1) THE INSURANCE EVIDENCED BY THIS CERTIFICATE IS LIABILITY INSURANCE ONLY, IT IS NOT A BOND OR ANY FORM OF SURETY AGAINST WHICH SOMEONE OTHER THAN "INSURED" MAY ASSERT A CLAIM OR BRING ANY ACTION. 2) SUBJECT TO POLICY TERMS, CONDITIONS, DEFINITIONS AND EXCLUSIONS THE INSURANCE ONLY INDEMNIFIES AN INSURED AGAINST CERTAIN LEGAL LIABILITY. 3) THE INSURANCE DOES NOT COVER CLAIMS FOR BODILY INJURY OR PROPERTY DAMAGE OF THE NAMED INSURED'S SHOOTER(S) ASSISTANT(S) OR ANY OTHER PERSON(S) INCLUDING ANY VOLUNTEER(S) PARTICIPATING IN ANY WAY IN ANY DISPLAY OR SPECIAL EFFECT PERFORMED OR EXECUTED BY THE NAMED INSURED. 4) COVERAGE DOES NOT APPLY TO CLAIMS FOR BODILY INJURY OR PROPERTY DAMAGE ARISING OUT OF THE INSURED'S FAILURE TO FOLLOW NFPA OR OTHER APPLICABLE REQUIREMENTS, LAWS OR RECOMMENDATIONS, INCLUDING THOSE RELATING TO POST DISPLAY OR SPECIAL EFFECT SEARCHES OR CLEAN UP.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (DD/MM/YY)	POLICY EXPIRATION DATE (DD/MM/YY)	LIMITS	
A	GENERAL LIABILITY CLAIMS MADE	CSI-672131-11	7/28/2011	7/28/2012	EACH ACCIDENT	\$1,000,000
					MEDICAL EXP (any one person)	\$5,000
					FIRE LEGAL LIABILITY	\$50,000
					GENERAL AGGREGATE	\$2,000,000
					PRODUCTS-COMP/OPS AGG	\$1,000,000
	AUTOMOBILE LIABILITY ANY AUTO ANY OWNED AUTO SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Each accident)	
					BODILY INJURY (Per Person)	
					BODILY INJURY (Per Accident)	
					PROPERTY DAMAGE (Per person)	
	EXCESS LIABILITY FOLLOWING FORM				EACH ACCIDENT	
					AGGREGATE	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY OTHER LIMITS	
					E.L. EACH ACCIDENT	
					E.L. DISEASE-EA EMPLOYER	
	OTHER				E.L. DISEASE-POLICY LIMIT	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

City of Hailey and Blaine County School District #61 are Additional Insured as respects the July 4, 2012 Fireworks Display at Wood River High School parking lot, 1250 Fox Acres Road, Hailey, ID

CERTIFICATE HOLDER

City of Hailey
115 Main Street South
Hailey, ID 83333

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

Deborah M. Merlino

AUTHORIZED REPRESENTATIVE



LANTIS
Fireworks & Lasers

Lantis Fireworks & lasers

P.O. Box 491
Draper, Utah 84020
801-768-2255 fax 801-768-2433

Invoice No. 12130

INVOICE

Customer		Date	3/22/2012
Name	Hailey City	Order No.	
Address	115 Main Street South	Rep	
City	Hailey City	State	ID
Phone		Zip	83333
		FOB	

Qty	Description	Unit Price	TOTAL
1	Fireworks Display July 4, 2011	\$20,000.00	\$20,000.00
	THANK YOU !		

Payment Details

Cash
 Check
 Credit Card

Name _____

CC # _____

Expires _____

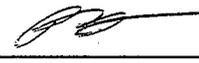
SubTotal	\$20,000.00
Shipping & Handling	\$0.00
Taxes State	
TOTAL	\$20,000.00

Office Use Only

50% Due at Contract Signing

Thank You

AGENDA ITEM SUMMARY

DATE: 04-09-12 DEPARTMENT: Public Works DEPT. HEAD SIGNATURE: 

SUBJECT:

Request approval for Boxing Smoker Special Event at Hailey Armory on April 13, 2012, the hours will be from 7:00pm – 9:00pm.

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

- Certificate of Insurance will need to be submitted.

Motion to approve the Boxing Smoker Special Event and authorize the Mayor to sign.

ADMINISTRATIVE COMMENTS/APPROVAL:

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

ACTION OF THE CITY COUNCIL:

Date _____

City Clerk _____

FOLLOW-UP:

*Ord./Res./Agrmt./Order Originals: Record
Copies (all info.): _____
Instrument # _____

*Additional/Exceptional Originals to: _____
Copies (AIS only) _____



RECEIVED

SPECIAL EVENT PERMIT APPLICATION MAR 28 2012

PD 3-28-12

I. EVENT NAME: BOXING SMOKER

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

Hailey Armory

EMAIL TO DEPT HEADS: <u>6-30-12, 4-2</u>
HFD: <u>OK</u> CERT INSURANCE: _____
HPD: <u>OK</u> STR CLOSURE: <u>NO</u>
HBLDG: <u>OK</u> BARRICADE MAP: <u>NO</u>
HENG: <u>OK</u> CATERING PERMIT: <u>NO</u>
HPD SEC: <u>YES</u> AMPL PERMIT: <u>NO</u>
SIGN PERMIT: <u>NO</u>

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>4/13/12</u>	Start Time: <u>7:00 pm</u> End Time: <u>9:00 pm</u>	One Hour Interval: All Day: <u>200</u>
	Start Time: _____ End Time: _____	One Hour Interval: All Day: _____
Date of Set-Up		
<u>4/13/12</u>	Start Time: <u>9:00 am</u> End Time: <u>11:00 am</u>	
Date of Tear Down		
	Start Time: <u>10:00 pm</u> End Time: <u>11:00 pm</u>	

IV. FEES

Special Event Permit Application Fee	\$125	<input checked="" type="checkbox"/>	<u>\$ 125.00</u>
Per Day Park Rental Fee	\$200	<input type="checkbox"/>	<u>—</u>
Security Deposit	\$500	<input type="checkbox"/>	<u>—</u>
Tax (on park rental fees only)	6%	<input type="checkbox"/>	<u>—</u>
TOTAL DUE			<u>\$ 125.00</u>
Additional Deposit Required		<input type="checkbox"/>	<u>—</u>

V. ORGANIZATION INFORMATION

Applicant's Name: LEE ANDERSON Title: _____

Mailing Address: PO BOX 645 Zip Code: 83313

Street Address: 745 N. Main St. City: Bellvue State: ID

Day Telephone: (208) 720-3519 Evening Telephone: (208) 720-3519

FAX Number: _____ E-Mail Address: lyndaleeanderson@yahoo.com

Applicant Driver's License #: MN250669H
Sponsoring Organization: USA Grappling Academy
Non-Profit: Yes No Tax Exempt #: _____
Federal Tax #: _____ State Tax #: EIN# 82-0478625

VI. EVENT INFORMATION

New Event: Yes No Annual Event: Yes No Years Operating

Event Category: Commercial Noncommercial

Estimate of Gross Ticket Sales & Revenues (commercial event only): \$500⁰⁰ - \$1,000⁰⁰

Description of Event:
Boxing Smoker, NON-Alcoholic event, Fun, Family
Friendly ☺

Additional Details:

VII. INSURANCE REQUIREMENTS

It is the responsibility of your Special Event organizers to maintain a COMPREHENSIVE GENERAL LIABILITY insurance policy with coverage of not less than \$1,000,000.00 combined single limit per occurrence. Each policy shall be written as a primary policy, not contributing with or in excess of any coverage which the City may carry. *A certificate naming the City of Hailey, Blaine County, Idaho as additional insured shall be delivered to the City of Hailey with this application.* The adequacy of all insurance required by these provisions shall be subject to approval by the City Clerk. Failure to maintain any insurance coverage required by this agreement shall be cause for immediate termination of the application.

Insurance Company: W.R. Insurance Agent Name: Rebecca Ruhner

Address: Main St. Hailey Phone: (208) 788-1100

HOLD HARMLESS CLAUSE

Permittee (organization/applicant) shall indemnify and hold harmless the City of Hailey, its agents, its employees and authorized volunteers from and against all claims, damages, losses and expenses, including attorney's fees, arising out of the permitted activity or the conduct of Permittee's operation of the event if such claim (1) is attributable to personal injury, bodily injury, disease or death, or to injury to or destruction of property, including the loss of use there from, and (2) is not caused by any negligent act or omission of willful misconduct of the City of Hailey or its employees acting within the scope of their employment.

(Attach any additional pages as needed)

SPECIAL EVENT ACTIVITIES & CITY SERVICES REQUESTED

Your Event Organizer is responsible for providing a complete list of event activities including a list of suppliers providing services. An event logistics map is required, detailing the location for all road closures, event set up, canopies, stages, vendors, booths, and any other major services or activities planned.

Yes	No	Check all Planned Activities	Yes	No	Check all Planned Activities
	✓	Street Closures & Access / Parade Detailed map listing areas of closure. parade route is required. An ITD permit is required for Main Street.		✓	Alcohol Served (Free of Charge) (name of provider)
	✓	Street Closures & Access /Parade require your Event Coordinator to notify all affected businesses. churches schools and neighborhoods		✓	Alcohol Sold Requires Alcohol Beverage Catering Permit (Hailey Code 5.13)
#	✓	Canopies/Tents/Membranes/Temporary Structures (Number & Size(s) City of Hailey Fire Department, Fire Code Enforcement	#	✓	Food/Beverages will be served (List Caterers):
✓		Medical Services (Circle) First Aid and/or EMS Services Who is providing services? <u>Blaine County</u>	#		Vendors items sold/ solicitation
#	✓	Security (detail who, number of officers, times. Attach plan) <u>H.P.D.</u>	#	✓	Booths: Profit / Non-Profit
	✓	Traffic Control / Shuttle Buses (Number of buses / locations / hours of operation, attach plan.)		✓	Lighting plan: attach plan
#	✓	Electricity / Generators (Size _____) Attach detailed electrical plan.		✓	Activities / Entertainment (Agenda) Other equipment or entertainment
				✓	Signs or Banners: sign permit may be required by the City Planning and Zoning Department
		Water <u>Drinking / Washing</u> (circle)		✓	Stages (Number and Size(s) _____)
	✓	Gray Water Barrel / Grease Barrel (circle/detail # and locations)	#	✓	Barricades. How many identify locations and attach logistics map
✓		Sanitation -Trash bins, Dumpsters, Recycle (circle/detail # and locations) <u>Inside/out</u>	#	200	EVENT estimated attendance
#	✓	Porta Toilets / Wash Stations (Quantity ADA Regular _____)	#	12	Number of staff working event
			#	8	Number of volunteers working

I hereby certify that I have read and will abide by the laws, rules and regulations set forth by the City of Hailey, Blaine County, and the State of Idaho, and in signing this application, I hereby agree that I and the organization I represent, shall hold the City of Hailey and all of its agents or employees free and blameless from any claim, liability or damage which may arise from use of City facilities or equipment, whether or not the City of Hailey, its agents or employees are jointly negligent. I further agree to promptly reimburse the City of Hailey and all of its agents for any clean up loss or damage to City property resulting from this use, as well as permitting, staffing, equipment use/rental, property use/rental, clean up, inspections involving the use of public property, public employees or public equipment for the Special Event. In the event the deposit exceeds the actual charges, the City Clerk shall refund the balance to the applicant.

Event Organizer's Signature: _____

Date: 3/23/12



SPECIAL EVENT APPLICATION

A step by step guide to request, schedule and obtain approval to present a community event within the City of Hailey.

* If you require a banner for your event please request and complete a banner application in addition to this application. *

- A **completed** application must be received by the city Special Events Coordinator no less than **30 days** prior to the scheduled event for processing. Incomplete applications will be returned. Specific permits may be required by city, county, or state agencies depending on the event needs. For help in filling out your application, contact our city Special Events Coordinator.
- Attach all information requested (applications, permits, maps, insurance, activity agenda, contact information). An event plan with logistics is required for all events, including but not limited to: parades, marches, fun runs and walks, concerts, carnivals and fairs, street closures, vendors, and/or alcohol sales. Please note that use of city equipment (barricades and cones) is not available except for city co-sponsored events. **All applications must be signed. Include all information pertaining to the event.**
 1. Events with tents, canopies, membrane, or temporary structures over 200 sq. ft. may require a permit from the city Fire Department.
 2. Determination of EMS services is dependent upon event size and type of event.

Remember all information is required no later than thirty (30) days prior to your event.

- Your application will be evaluated by the city Special Events Coordinator. At that time determination will be made as follows:
 1. Further information is required, in which case you will be contacted, **or**
 2. Your application will be submitted to city departments for review and comments for:
 - A. Preliminary approval with conditions or
 - B. Denial and/or request for further information
- Applications with preliminary departmental approval will be placed on the next City Council Consent Agenda for final approval. You will be contacted with the specific date and time. At the time you are welcome, but not required, to make an appeal to the City Council for your event and any special requirements or waivers that may apply.
- Once your application is approved it is your sole responsibility to coordinate the city services that you requested and were approved with the appropriate city department providing the service.**
- You will be contacted by the city Special Event Coordinator a week prior to your event for confirmation of details and to coordinate special needs.

A list of special event contact telephone numbers and e-mail addresses are listed on the back of this sheet. Please contact the Special Event Coordinator in the Public Works Department for assistance.

Visit our website at: www.haileycityhall.org

This page is for your information. You do not need to include it with your application.

CONTACT INFORMATION

This page is for your information. You do not need to include it with your application.

	ADDRESS	(208) PH# (208) FAX#	E-MAIL & Websites
City of Hailey Public Works Special Event Coordinator Trina Isaacs	City of Hailey 115 Main St. S. Hailey, ID 83333	788-9830 x 22 788-2924 fax	trina.isaacs@haileycityhall.org www.haileycityhall.org
City of Hailey Clerk's Office <i>Provides: Banner information</i>	City of Hailey 115 Main St. S. Hailey, ID 83333	788-4221 X 0 788-2924 fax	mary.cone@haileycityhall.org www.haileycityhall.org
City of Hailey Police Department Chief of Police Jeff Gunter	City of Hailey 115 Main St. S. Hailey, ID 83333	788-3531 788-2924 fax	jeff.gunter@haileycityhall.org www.haileycityhall.org
City of Hailey Fire Department Fire Chief Mike Chapman	City of Hailey 115 Main St. S. Hailey, ID 83333	788-3147 788-2924 fax	hfd@haileycityhall.org www.haileycityhall.org
Idaho State Tax Commission <i>Provides: Sale of merchandise information</i>	P.O. Box 5227 1038 Blue Lake Blvd. N. Twin Falls, ID 83303	736-3040 800-972-7660	
Idaho South Central District Health <i>Provides: Sale of food/beverages information</i>	117 Ash St. Bellevue, ID 83313	788-4335	www.phd5.idaho.gov
City of Hailey Clerk's Office <i>Provides: Alcohol beverage information</i>	City of Hailey 115 Main St. S. Hailey, ID 83333	788-4221 x 11	mary.cone@haileycityhall.org www.haileycityhall.org
City of Hailey Planning <i>Provides: Sign information</i>	City of Hailey 115 Main St. S. Hailey, ID 83333	788-9815 x 20 788-2924 fax	becky.mead@haileycityhall.org www.haileycityhall.org
Blaine County Sheriff	1st Ave. S. P.O. Box 28 Hailey, ID 83333	788-5555	

AGENDA ITEM SUMMARY

DATE: 4/9/12 DEPARTMENT: FIRE DEPT. HEAD SIGNATURE: 

SUBJECT: Surplus Property Sale

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:
Old equipment to be replaced or taken out of service without replacement

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS: Caselle # _____
Budget Line Item # _____ YTD Line Item Balance \$ _____
Estimated Hours Spent to Date: _____ Estimated Completion Date: _____
Staff Contact: _____ Phone # _____
Comments: SALE of most items will generate revenue for city.

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD: Approve

ADMINISTRATIVE COMMENTS/APPROVAL:
Motion to declare surplus property and authorize staff to donate ~~and~~ said property and authorize Mayor to sign.
City Administrator _____ Dept. Head Attend Meeting (circle one) Yes No

ACTION OF THE CITY COUNCIL:
Date _____

City Clerk _____

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

RESOLUTION NO 2012-19
SURPLUS PROPERTY

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY IDENTIFYING SURPLUS
PROPERTY WITHIN THE HAILEY FIRE DEPARTMENT AND AUTHORIZING THE
DESTRUCTION OR DONATION OF SAID SURPLUS PROPERTY**

WHEREAS The City Clerk and the Fire Chief of the City of Hailey, Idaho are requesting that the following fixed assets be designated as surplus as the assets are no longer required to conduct fire department business.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Hailey, Idaho that the following fixed assets are deemed surplus property by the Fire Department and the City of Hailey.

- Mako Breathing Air Compressor SN: 5 4073511987 (1987)
- Poseidon SCBA Air Fill Station (HFD Tracking # 11214)
- 3 – DOT E 9421 Cascade & Breathing air cylinders (035087,035080,035120)
- 1977 American LaFrance fire engine (AKA- Engine #3) VIN PC175490
- Air Systems portable breathing air compressor Mod. TA-3EA
- BioSystems Travel Panel 50R Portable breathing air filtration system
- Miller Model 58 descent controlled fall protection hoist SN: 50634
- Misc. Survivair Sigma and XL-30 SCBA backpacks and repair parts
- Heavy Duty Truck Alternator (used), Model #1223, SN: 11711
- Dewalt 18v Cordless power tool kit (HFD Tracking # 10240) Model# DCK450
- 1 - EF Johnson UHF mobile radio SN: 71810A080A
- 21 Assorted UHF portable radios with chargers

The administrative staff of the Hailey Fire Department under the supervision of the City Clerk and or the Fire Chief is authorized to sell publicly; trade or otherwise transfer or other governmental agencies, and take all necessary steps to carry out the authorization provided by this Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HAILEY, IDAHO, that the City of Hailey approves the surplus property and authorizes the Mayor to sign.

Passed this 9th day of April 2012.

City of Hailey

Fritz X. Haemmerle, Mayor

ATTEST:

Mary Cone, City Clerk