

4/21/14

AGENDA ITEM SUMMARY

DATE: DEPARTMENT: HFD DEPT. HEAD SIGNATURE: CA

SUBJECT:

PEDIATRIC EQUIPMENT GRANT

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

The Idaho Emergency Medical Services for Children (EMSC) Program's goal is to improve, refine, and integrate pediatric care within the Idaho EMS system. One measure of progress toward this goal is the percent of EMS units in the state that have essential pediatric equipment and supplies as specified by national guidelines and by Idaho's *Standards for EMS Equipment*.

No cost to city.

If awarded HFD will receive this equipment for free.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

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 checked="" type="checkbox"/> Fire Dept. | <input type="checkbox"/> P & Z Commission | _____ |

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Fire Chief supports grant application

Return to approve grant application

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)

IDAHO EMS FOR CHILDREN PEDIATRIC GRANT APPLICATION

ORGANIZATION INFORMATION

1. EMS Agency Name: Halley Fire Department
2. Shipping Address
 Street: 617 S. Third Ave.
 City: Halley
 State: ID Zip: 83333
 County: Blaine
3. Licensure Level: *(choose only one)*
 BLS - EMR
 BLS - EMT
 ILS
 ALS
4. Agency Administrator: Robbin Warner
5. Telephone: (208) 788-3147
6. Grant Contact Person *(if different from above)*: _____
7. Telephone *(if different from above)*: _____

SERVICE DATA

- | | |
|---|--|
| <ol style="list-style-type: none"> 1. PRIMARY Coverage Area:
 Population: <u>8,065</u>
 Square Miles: <u>6</u>
 Choose one:
 <input checked="" type="radio"/> Rural
 <input type="radio"/> Suburban
 <input type="radio"/> Urban 2. Call Volume:
 Total in 2013: <u>EMS = 300</u>
 % pediatric patients <i>(under 18 years)</i>: <u>20</u> 3. Vehicles Listed on EMS License
 # Transport: <u>0</u>
 # Nontransport: <u>2</u> | <ol style="list-style-type: none"> 4. Personnel Type <i>(list numbers for each as applicable)</i>
 True Volunteer: <u>0</u>
 Paid Volunteer: <u>22</u>
 Part-time Paid: <u>0</u>
 Full-time Paid: <u>3</u>
 Other: _____
 Total: _____ 5. # Licensed Personnel <i>(count each only once)</i>
 EMR: <u>3</u>
 EMT: <u>8</u>
 A-EMT: <u>0</u>
 Paramedic: <u>0</u> |
|---|--|

IDAHO EMS FOR CHILDREN PEDIATRIC EQUIPMENT GRANT APPLICATION

FINANCIAL DATA

Does your agency receive funding from:

- Ambulance Tax District? _____ Yes No
- Fire Tax District? _____ Yes No
- Hospital Tax District? _____ Yes No
- City or County General Fund? _____ Yes No
- Any Other Grants? _____ Yes No

Does your agency receive revenue from:

- Billing for EMS Services? _____ Yes No
- Donations? _____ Yes No
- Investment Income? _____ Yes No
- Any other source? (If yes, please explain in narrative.) _____ Yes No

For the most recently completed fiscal year, please enter your agency's total Income:

\$ 427,949.00

For the most recently completed fiscal year, please enter your agency's total Expenses:

\$ 400,092.00

EQUIPMENT REQUEST

Priority #	Quantity Requested	Does your agency already have similar equipment?	Will your agency replace similar equipment with this grant item?	Item
1	2	<input checked="" type="radio"/> Yes, on all units <input type="radio"/> Yes, on some units <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	Pediatric BLS Jump Kit
3	2	<input type="radio"/> Yes, on all units <input checked="" type="radio"/> Yes, on some units <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	Pedi-Mate Child Restraint
0	0	<input type="radio"/> Yes, on all units <input type="radio"/> Yes, on some units <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	Nasco Pediatric IO Infusion Trainer Kit
2	2	<input type="radio"/> Yes, on all units <input type="radio"/> Yes, on some units <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	Faretec CT-6 EMS Traction Splint

**IDAHO EMS FOR CHILDREN
PEDIATRIC EQUIPMENT GRANT APPLICATION**

NARRATIVE

Part I. Justification of Need:

(use additional pages as necessary)

The City of Hailey is a remote community located in the center of Idaho. Despite it's relatively small population of 8065 persons, it is the 21st largest city in the State of Idaho. It serves as the bedroom community for the resort areas of Sun Valley and Ketchum. Idaho's second busiest airport is located entirely within the city limits of Hailey. Hailey is also the home to five of the counties seven public schools, and fully two thirds of the county's student population with over 2000 children.

The city of Hailey is a very active community hosting many events and festivals which bring in thousands of kids for activities such as Halloween Walk, Rodeos, Circus, Fireworks, etc.

We have emergency medical response vehicles staffed 24 hr. a day. 365 days a year.

Part II. Explanation for Lack of Available Funds:

(use additional pages as necessary)

The Hailey Fire Department is a combination City Fire Department protecting residential, commercial, light industrial and airport response. Funded primarily through taxes present operating budget in FY14 is approximately 10% of the City of Hailey General fund. The department's \$440,960 budget contains very little capital or equipment replacement.

AGENDA ITEM SUMMARY

DATE: 04/21/2014 DEPARTMENT: PW DEPT. HEAD SIGNATURE: HD

SUBJECT: Motion to approve Resolution 2014-31 authorizing city officials to sign Adopt-a-Park MOU with Lily & Fern for care of Jimmy's Garden

AUTHORITY: ID Code _____ IAR _____ City Ordinance/Code HMC 12
(IF APPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

Lily & Fern has chosen to adopt Jimmy's Garden for a third consecutive year. Their care of this park has been exemplary.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

The estimated value of this service last year was \$2,411.00, a considerable benefit to Hailey taxpayers.

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

<input type="checkbox"/> City Attorney	<input type="checkbox"/> Finance	<input type="checkbox"/> Licensing	<input type="checkbox"/> Administrator
<input type="checkbox"/> Library	<input type="checkbox"/> Community Development	<input type="checkbox"/> P&Z Commission	<input type="checkbox"/> Building
<input type="checkbox"/> Police	<input type="checkbox"/> Fire Department	<input type="checkbox"/> Engineer	<input type="checkbox"/> W/WW
<input type="checkbox"/> Streets	<input type="checkbox"/> Parks	<input type="checkbox"/> Public Works	<input type="checkbox"/> Mayor

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to approve Resolution 2014-31 authorizing city officials to sign Adopt-a-Park MOU with Lily & Fern for care of Jimmy's Garden

ACTION OF THE CITY COUNCIL:

Date _____

City Clerk _____

FOLLOW-UP:

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

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

**CITY OF HAILEY
RESOLUTION NO. 2014-31**

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY
AUTHORIZING THE MEMORANDUM OF UNDERSTANDING WITH LILY & FERN,
LLC REGARDING THE ADOPT A PARK PROGRAM FOR JIMMY'S GARDEN.**

WHEREAS, the City of Hailey desires to enter into a Memorandum of Understanding with LILY & FERN, LLC under which the LILY & FERN, LLC will provide landscaping maintenance of the grounds at Jimmy's Garden.

WHEREAS, the City of Hailey and LILY & FERN, LLC have agreed to the terms and conditions of the Memorandum of Understanding, 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 Memorandum of Understanding between the City of Hailey and LILY & FERN, LLC and that the Mayor is authorized to execute the attached Agreement,

Passed this 21st day of April, 2014.

City of Hailey

Fritz X. Haemmerle, Mayor

ATTEST:

Mary Cone, City Clerk



RECEIVED
APR 11 2014

BY: _____

MEMORANDUM OF UNDERSTANDING

Lily & Fern, LLC and the CITY OF HAILEY

Adopt a Park Program for Jimmy's Garden

This Memorandum of Understanding ("MOU") is entered into by Lily & Fern, LLC (Lily & Fern) and the City of Hailey ("City") this 11 day of April, ~~2013~~ 2014

RECITALS

- A. The City is the owner of several city parks, including Jimmy's Garden, and has established a maintenance program for various city parks ("Adopt a Park Program").
- B. Lily & Fern is a local landscaping company interested in making a civic contribution to the community and participating in the Adopt a Park Program, and is willing to maintain Jimmy's Garden.
- C. Subject to the terms and conditions of this MOU, the City and Lily & Fern wish to coordinate their activities in the Adopt a Park Program to better provide service to the citizens of Hailey, to avoid duplication of effort by agencies, to implement activities consistent with purposes and policies of the City of Hailey and to promote the civic good will of Lily & Fern.

DUTIES AND RESPONSIBILITIES

Lily & Fern shall:

1. Mow and trim once a week on **Mondays**.
2. Perform spring clean-up maintenance as needed, including turf maintenance and clean-up of beds and gardens .
3. Trim and prune perennials and shrubs as needed.
4. Oversee the health of the vegetation of Jimmy's Garden and report any problems, including irrigation system malfunction, drainage problems, diseased vegetation, damage or vandalism to **Kelly Schwarz 309-1365** kelly.schwarz@haileycityhall.org .
5. Carry no less than one million dollars of liability insurance and provide a copy of the policy to the city.
6. Be solely responsible for payment of payroll and withholding taxes, workers compensation insurance, unemployment insurance, health insurance and retirement benefits for its employees.

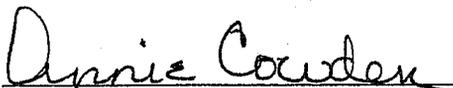
City shall:

1. Maintain all park equipment and buildings.
2. Adjust the irrigation system and clocks as needed to maintain a healthy park without puddles or standing water, and without dry and under-watered areas. Comply with Hailey's irrigation rules by irrigating at night on odd numbered calendar days.
3. Prune trees when needed.
4. Empty all garbage and dog pots.
5. Apply fertilizers and herbicides as needed to maintain health of the park.
6. Post notice of intent to apply fertilizer or herbicide prior to application.
7. Close area to the public prior to treating with fertilizer or herbicides.
8. Give prior notices of organized park activities to **Annie Cowden 788-3543** lilyandfern@cox.net
9. Inspect the park periodically for damage caused by heavy use.
10. Provide a 2' x 3' foot sign at the entrance to the park with the Lily & Fern logo and contact information.
11. Promote exposure to Lily & Fern during events in the maintained area, and during other city events.
12. Give recognition through exposure in the local newspaper and the City's Our Town newsletter to Lily & Fern and subcontractor(s), specifically mowing subcontractor Gustavo Alvarado of Sun Valley Services.
13. Allow hosted events with no fee to Lily & Fern for company events in city parks.

Lily & Fern and the City shall:

1. Meet at least once a month during the season as scheduling allows, for ongoing review of activities and adequacy of the terms of this MOU.
2. Inform one another of significant maintenance developments and public events in the maintained area.
3. Cooperate on joint projects and additional activities when possible.
 - A. Lily & Fern shall perform labor for agreed upon cooperative projects at a \$35/hour rate, and provide an invoice to City for such costs.
 - B. City shall provide supplies and materials to agreed upon projects.
 - C. City shall produce a purchase order for supplies and materials.

Lily & Fern and the City will review this MOU one year after signing to determine adequacy. If it is determined that continuing this arrangement is in the best interest of the public and the parties, this MOU may be revised if appropriate and renewed. If this MOU is determined not to meet the needs of the parties and the best interests of the public, either party can terminate it with 30 advance days written notice.



Lily & Fern LLC

4/11/2014

Date

Mayor, City of Hailey

Date

AGENDA ITEM SUMMARY

DATE: 04/21/2014 DEPARTMENT: PW DEPT. HEAD SIGNATURE: HD

SUBJECT: Motion to approve Resolution 2014-32 authorizing city officials to sign Adopt-a-Park MOU with Clearwater Landscaping for care of Keefer ball fields

AUTHORITY: ID Code _____ IAR _____ City Ordinance/Code HMC 12
(IF APPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

Matt Hoskins of Clearwater Landscaping has chosen to adopt on of Hailey's parks for a third consecutive year. This will be his second year caring for the Keefer Park ball fields. Clearwater is credited with helping Hailey repair and restore the previously deteriorated ball fields at Keefer.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

The estimated value of this service last year was \$5,237.00, a considerable benefit to Hailey taxpayers.

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

<input type="checkbox"/> City Attorney	<input type="checkbox"/> Finance	<input type="checkbox"/> Licensing	<input type="checkbox"/> Administrator
<input type="checkbox"/> Library	<input type="checkbox"/> Community Development	<input type="checkbox"/> P&Z Commission	<input type="checkbox"/> Building
<input type="checkbox"/> Police	<input type="checkbox"/> Fire Department	<input type="checkbox"/> Engineer	<input type="checkbox"/> W/WW
<input type="checkbox"/> Streets	<input type="checkbox"/> Parks	<input type="checkbox"/> Public Works	<input type="checkbox"/> Mayor

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to approve Resolution 2014-32 authorizing city officials to sign Adopt-a-Park MOU with Clearwater Landscaping for care of Keefer ball fields

ACTION OF THE CITY COUNCIL:

Date _____

City Clerk _____

FOLLOW-UP:

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

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

**CITY OF HAILEY
RESOLUTION NO. 2014-32**

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY
AUTHORIZING THE MEMORANDUM OF UNDERSTANDING WITH
CLEARWATER LANDSCAPING REGARDING THE ADOPT A PARK PROGRAM
FOR KEEFER PARK.**

WHEREAS, the City of Hailey desires to enter into a Memorandum of Understanding with CLEARWATER LANDSCAPING under which the CLEARWATER LANDSCAPING will provide landscaping maintenance of the grounds at Keefer Park.

WHEREAS, the City of Hailey and CLEARWATER LANDSCAPING have agreed to the terms and conditions of the Memorandum of Understanding, 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 Memorandum of Understanding between the City of Hailey and CLEARWATER LANDSCAPING and that the Mayor is authorized to execute the attached Agreement,

Passed this 21st day of April, 2014.

City of Hailey

Fritz X. Haemmerle, Mayor

ATTEST:

Mary Cone, City Clerk



MEMORANDUM OF UNDERSTANDING

Clearwater Landscaping and the CITY OF HAILEY

Adopt a Park Program for Keefer Park

This Memorandum of Understanding ("MOU") is entered into by Clearwater Landscaping (Clearwater) and the City of Hailey ("City") this ___ day of April, 2014.

RECITALS

- A. The City is the owner of several city parks, including Keefer Park, and has established a maintenance program for various city parks ("Adopt a Park Program").
- B. Clearwater is a local landscaping company interested in making a civic contribution to the community and participating in the Adopt a Park Program, and is willing to maintain Keefer Park.
- C. Subject to the terms and conditions of this MOU, the City and Clearwater wish to coordinate their activities in the Adopt a Park Program to better provide service to the citizens of Hailey, to avoid duplication of effort by agencies, to implement activities consistent with purposes and policies of the City of Hailey and to promote the civic good will of Clearwater.

DUTIES AND RESPONSIBILITIES

Clearwater shall:

1. Adjust the irrigation system and clocks only after receiving consent from the City and as needed to maintain a healthy park without puddles or standing water, and without dry and under-watered areas, to the best of the irrigation system's abilities. Comply with Hailey's irrigation rules by irrigating at night on even numbered calendar days.
2. Blow out the sprinkler system at the end of the irrigation season before October 31, under city oversight.
3. Apply fertilizers and herbicides as needed to restore health of the park, and provide MSDS information to City.
4. Notify City of Hailey two weeks in advance of intent to fertilize or apply herbicides.
5. Post notice provided by City of Hailey of intent to apply fertilizer or herbicide prior to application, along with MSDS information.
6. Close area to the public prior to treating with fertilizer or herbicides.
7. Oversee the health of the vegetation of Keefer Park and report any problems, including irrigation system malfunction, drainage problems, diseased vegetation, damage or vandalism to

Kelly Schwarz 309-1365 kelly.schwarz@haileycityhall.org .

8. Carry no less than one million dollars of liability insurance and provide a copy of the policy to the city.
9. Be solely responsible for payment of payroll and withholding taxes, workers compensation insurance, unemployment insurance, health insurance and retirement benefits for its employees.

City shall:

1. Mow and trim once a week on Mondays, unless the city decides to change the day of the week. If any changes occur, the city will notify Clearwater.
2. Maintain all playground equipment and buildings.
3. Prune trees, bushes and flowers when needed.
4. Empty all garbage and dog pots, and clean bathrooms.
5. Give prior notices of organized park activities to **Matt Hoskins 471-0107**
mhoskins@clearwaterlandscaping.com
6. Inspect the park after each major event for damage caused by the event.
7. Install a 2' x 3' foot sign with the Clearwater Landscaping logo and contact information at the entrance to the park.
8. Promote exposure to Clearwater during events in the maintained area, and during other city events.
9. Give recognition through exposure in the local newspaper and the City's Our Town newsletter.
10. Allow hosted events with no fee to Clearwater for company events in city parks.

Clearwater and the City shall:

1. Meet at least once a month during the season as scheduling allows, for ongoing review of activities and adequacy of the terms of this MOU.
2. Inform each other of significant maintenance developments and public events in the maintained area.
3. Cooperate when possible on joint projects and activities additional to those outlined previously in this agreement. Hailey may request that Clearwater perform repairs to the irrigation system after needed repairs or improvements are identified.
 - A. Clearwater shall perform labor for agreed upon cooperative projects at a \$40/hour rate, and provide an invoice to City for such costs.
 - B. City shall provide supplies and materials to agreed upon projects.
 - C. City shall produce a purchase order for supplies and materials.

Clearwater and the City will review this MOU one year after signing to determine adequacy. If it is determined that continuing this arrangement is in the best interest of the public and the parties, this MOU may be revised if appropriate and renewed. If this MOU is determined not to meet the needs of the parties and the best interests of the public, either party can terminate it with 30 advance days written notice.



 Clearwater Landscaping

4/15/14

 Date

 Mayor, City of Hailey

 Date

AGENDA ITEM SUMMARY

DATE: 04/21/2014 DEPARTMENT: PW DEPT. HEAD SIGNATURE: HD

SUBJECT:

Motion to approve Resolution 2014-33 authorizing city officials to sign Adopt-a-Park MOU with C-U Next Storm for care of Foxmoor Park

AUTHORITY: ID Code _____ IAR _____ City Ordinance/Code HMC 12
(IF APPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

C-U Next Storm has chosen to adopt Foxmoor Park for a second consecutive year. Their care of this park has been exemplary.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

The estimated value of this service last year was \$2,700.00, a considerable benefit to Hailey taxpayers.

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

<input type="checkbox"/> City Attorney	<input type="checkbox"/> Finance	<input type="checkbox"/> Licensing	<input type="checkbox"/> Administrator
<input type="checkbox"/> Library	<input type="checkbox"/> Community Development	<input type="checkbox"/> P&Z Commission	<input type="checkbox"/> Building
<input type="checkbox"/> Police	<input type="checkbox"/> Fire Department	<input type="checkbox"/> Engineer	<input type="checkbox"/> W/WW
<input type="checkbox"/> Streets	<input type="checkbox"/> Parks	<input type="checkbox"/> Public Works	<input type="checkbox"/> Mayor

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to approve Resolution 2014-33 authorizing city officials to sign Adopt-a-Park MOU with C-U Next Storm for care of Foxmoor Park

ACTION OF THE CITY COUNCIL:

Date _____

City Clerk _____

FOLLOW-UP:

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

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

CITY OF HAILEY
RESOLUTION NO. 2014-33

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY
AUTHORIZING THE MEMORANDUM OF UNDERSTANDING WITH CU NEXT
STORM LANDSCAPING REGARDING THE ADOPT A PARK PROGRAM FOR THE
FOXMOOR PARK.**

WHEREAS, the City of Hailey desires to enter into a Memorandum of Understanding with CU NEXT STORM LANDSCAPING under which the CU NEXT STORM LANDSCAPING will provide landscaping maintenance of the grounds at Foxmoor Park.

WHEREAS, the City of Hailey and CU NEXT STORM LANDSCAPING have agreed to the terms and conditions of the Memorandum of Understanding, 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 Memorandum of Understanding between the City of Hailey and CU NEXT STORM LANDSCAPING and that the Mayor is authorized to execute the attached Agreement,

Passed this 21st day of April, 2014.

City of Hailey

Fritz X. Haemmerle, Mayor

ATTEST:

Mary Cone, City Clerk



MEMORANDUM OF UNDERSTANDING

C-U Next Storm and the CITY OF HAILEY

Adopt a Park Program for Foxmoor Park

This Memorandum of Understanding ("MOU") is entered into by C-U Next Storm Landscaping (C-U Next Storm) and the City of Hailey ("City") this _____ day of April, 2014.

RECITALS

- A. The City is the owner of several city parks, including Foxmoor Park, and has established a maintenance program for various city parks ("Adopt a Park Program").
- B. C-U Next Storm is a local landscaping company interested in making a civic contribution to the community and participating in the Adopt a Park Program, and is willing to maintain Foxmoor Park.
- C. Subject to the terms and conditions of this MOU, the City and C-U Next Storm wish to coordinate their activities in the Adopt a Park Program to better provide service to the citizens of Hailey, to avoid duplication of effort by agencies, to implement activities consistent with purposes and policies of the City of Hailey and to promote the civic good will of C-U Next Storm.

DUTIES AND RESPONSIBILITIES

C-U Next Storm shall:

1. Mow and trim once a week on Mondays.
2. Perform spring clean-up maintenance as needed prior to seasonal irrigation system start-up.
3. Adjust the irrigation system and clocks as needed to maintain a healthy park without puddles or standing water, and without dry and under-watered areas. Comply with Hailey's odd-even irrigation rules by irrigating at night, on odd numbered calendar days.
4. Blow out the sprinkler system at the end of the season under city oversight.
5. Oversee health of the agreed upon assets and report any problems, including irrigation system malfunction, drainage problems, diseased vegetation, damage or vandalism to Kelly Schwarz 309-1365 kelly.schwarz@haileycityhall.org.
6. Carry no less than one million dollars of liability insurance and provide a copy of the policy to the city.
7. Be solely responsible for payment of payroll and withholding taxes, workers compensation insurance, unemployment insurance, health insurance and retirement benefits for its employees.

City of Hailey or its designee shall:

1. Maintain all playground equipment and buildings.
2. Prune trees, bushes and flowers when needed.
3. Empty all garbage and dog pots and clean bathrooms.
4. Apply a fertilizer and herbicide at least twice a year as needed.
5. Post Notice of intent to apply fertilizer or herbicide prior to application.
6. Close area to the public prior to treating with fertilizer or herbicides
7. Give prior notices of organized park activities to **Shawn Speer 788-3202**
cunextstorm@qwestoffice.net
8. Install a 2x3 foot sign with C-U Next Storm Landscaping Logo and contact information at the entrance to the park.
9. Promote exposure during events in the maintained area, or during other city events.
10. Give recognition through exposure in the local newspaper and the city's Our Town newsletter.
11. Allow hosted events with no fee to adoptee for company events in city parks.

C-U Next Storm and the City of Hailey shall:

1. Convene at least once monthly during the season as scheduling allows, for ongoing review of activities and adequacy of the terms of this MOU.
2. Inform each other of significant maintenance developments and public events in the maintained area.
3. Cooperate on joint projects and additional activities when possible.
 - A. Adopter shall perform labor for agreed upon cooperative projects at a \$____/hour rate, and provide an invoice to City for such costs.
 - B. City shall provide supplies and materials to agreed upon projects.
 - C. City shall produce a purchase order for supplies and materials needed on cooperative projects.

C-U Next Storm Landscaping and the City of Hailey will review this Memorandum of Understanding one year after signing to determine adequacy. If it is determined that continuing this arrangement is in the best interest of the public and the parties, this MOU may be revised if appropriate and renewed. If this MOU is determined not to meet the needs of the agencies and the best interests of the public, either party can terminate it with 30 days written notice.

C-U Next Storm Landscaping

Date

Mayor, City of Hailey

Date

AGENDA ITEM SUMMARY

DATE: 04/21/2014 DEPARTMENT: PW DEPT. HEAD SIGNATURE: HD

SUBJECT:

Motion to approve Resolution 2014-34 authorizing city officials to sign Adopt-a-Park MOU with Swenke Landscaping for care of Hailey SkatePark

AUTHORITY: ID Code _____ IAR _____ City Ordinance/Code HMC 12
(IF APPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

Swenke Landscaping has chosen to adopt Hailey SkatePark for a third consecutive year. Their care of this park has been exemplary.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

The estimated value of this service last year was \$2,760.00, a considerable benefit to Hailey taxpayers.

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

<input type="checkbox"/> City Attorney	<input type="checkbox"/> Finance	<input type="checkbox"/> Licensing	<input type="checkbox"/> Administrator
<input type="checkbox"/> Library	<input type="checkbox"/> Community Development	<input type="checkbox"/> P&Z Commission	<input type="checkbox"/> Building
<input type="checkbox"/> Police	<input type="checkbox"/> Fire Department	<input type="checkbox"/> Engineer	<input type="checkbox"/> W/WW
<input type="checkbox"/> Streets	<input type="checkbox"/> Parks	<input type="checkbox"/> Public Works	<input type="checkbox"/> Mayor

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to approve Resolution 2014-34 authorizing city officials to sign Adopt-a-Park MOU with Swenke Landscaping for care of Hailey SkatePark

ACTION OF THE CITY COUNCIL:

Date _____

City Clerk _____

FOLLOW-UP:

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

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

**CITY OF HAILEY
RESOLUTION NO. 2014-34**

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY
AUTHORIZING THE MEMORANDUM OF UNDERSTANDING WITH SWENKE
LANDSCAPE COMPANY REGARDING THE ADOPT A PARK PROGRAM FOR THE
SKATE PARK.**

WHEREAS, the City of Hailey desires to enter into a Memorandum of Understanding with SWENKE LANDSCAPE COMPANY under which the SWENKE LANDSCAPE COMPANY will provide landscaping maintenance of the grounds at Skate Park.

WHEREAS, the City of Hailey and SWENKE LANDSCAPE COMPANY have agreed to the terms and conditions of the Memorandum of Understanding, 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 Memorandum of Understanding between the City of Hailey and SWENKE LANDSCAPE COMPANY and that the Mayor is authorized to execute the attached Agreement,

Passed this 21st day of April, 2014.

City of Hailey

Fritz X. Haemmerle, Mayor

ATTEST:

Mary Cone, City Clerk



RECEIVED
APR 16 2014
BY: _____

MEMORANDUM OF UNDERSTANDING

Swenke Landscape Company and the CITY OF HAILEY

Adopt a Park Program for Hailey Skatepark

This Memorandum of Understanding ("MOU") is entered into by Swenke Landscape Company (Swenke) and the City of Hailey ("City") this 15th day of April, 2014.

RECITALS

- A. The City is the owner of several city parks, including Hailey Skatepark, and has established a maintenance program for various city parks ("Adopt a Park Program").
- B. Swenke is a local landscaping company interested in making a civic contribution to the community and participating in the Adopt a Park Program, and is willing to maintain Hailey Skatepark.
- C. Subject to the terms and conditions of this MOU, the City and Swenke wish to coordinate their activities in the Adopt a Park Program to better provide service to the citizens of Hailey, to avoid duplication of effort by agencies, to implement activities consistent with purposes and policies of the City of Hailey and to promote the civic good will of Swenke.

DUTIES AND RESPONSIBILITIES

Swenke shall:

1. Mow and trim once a week on Friday.
2. Perform spring clean-up maintenance as needed, including thatching and turf maintenance, clean-up of beds, and concrete bowl blow out.
3. Apply a fertilizer and herbicide at least twice a year as needed, using chemicals and products provided by the City of Hailey.
4. Notify City of Hailey two weeks in advance of intent to fertilize or apply herbicides.
5. Post notice provided by City of Hailey of intent to apply fertilizer or herbicide prior to application.
6. Close area to the public prior to treating with fertilizer or herbicides.
7. Oversee the health of the vegetation of Hailey Skatepark and report any problems, including irrigation system malfunction, drainage problems, diseased vegetation, damage or vandalism to Kelly Schwarz 309-1365 kelly.schwarz@haileycityhall.org.
8. Carry no less than one million dollars of liability insurance and provide a copy of the policy to the city.

9. Be solely responsible for payment of payroll and withholding taxes, workers compensation insurance, unemployment insurance, health insurance and retirement benefits for its employees.

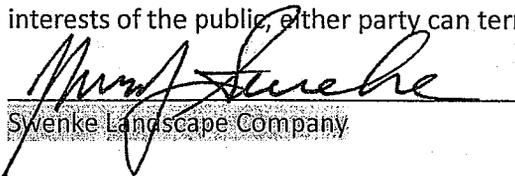
City shall:

1. Maintain all playground equipment and buildings.
2. Prune trees, bushes and flowers when needed.
3. Empty all garbage and dog pots, and clean bathrooms.
4. Give prior notices of organized park activities to **Mark Swenke 720-4198** m~~ark~~swenke@~~hailey~~hailey.com ^{JUNO}
5. Inspect the park after each major event for damage caused by the event.
6. Provide fertilizer and herbicides to Swenke for application at agreed upon times.
7. Provide notices and MSDS information to Swenke to be posted at treated site.
8. Install a 2' x 3' foot sign with the Swenke Landscape Company logo and contact information at the entrance to the park.
9. Promote exposure to Swenke during events in the maintained area, and during other city events.
10. Give recognition through exposure in the local newspaper and the City's Our Town newsletter.
11. Allow hosted events with no fee to Swenke for company events in city parks.

Swenke and the City shall:

1. Meet at least once a month during the season as scheduling allows, for ongoing review of activities and adequacy of the terms of this MOU.
2. Inform each other of significant maintenance developments and public events in the maintained area.
3. Cooperate on joint projects and additional activities when possible.
 - A. Swenke shall perform labor for agreed upon cooperative projects at a \$35.00/man hour rate, and provide an invoice to City for such costs.
 - B. City shall provide supplies and materials to agreed upon projects.
 - C. City shall produce a purchase order for supplies and materials.

Swenke and the City will review this MOU one year after signing to determine adequacy. If it is determined that continuing this arrangement is in the best interest of the public and the parties, this MOU may be revised if appropriate and renewed. If this MOU is determined not to meet the needs of the parties and the best interests of the public, either party can terminate it with 30 advance days written notice.


Swenke Landscape Company

4-15-2014
Date

Mayor, City of Hailey

Date

AGENDA ITEM SUMMARY

DATE: 04/21/2014 DEPARTMENT: PW DEPT. HEAD SIGNATURE: HD

SUBJECT:

Motion to approve Resolution 2014-35 authorizing city officials to sign Adopt-a-Park MOU with Webb Landscaping for care of Hop Porter Park

AUTHORITY: ID Code _____ IAR _____ City Ordinance/Code HMC 12
(IF APPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

Webb Landscaping has chosen to adopt Hop Porter Park for a third consecutive year. Their care of this park has been exemplary.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

The estimated value of this service last year was \$10,155.00, a considerable benefit to Hailey taxpayers.

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

<input type="checkbox"/> City Attorney	<input type="checkbox"/> Finance	<input type="checkbox"/> Licensing	<input type="checkbox"/> Administrator
<input type="checkbox"/> Library	<input type="checkbox"/> Community Development	<input type="checkbox"/> P&Z Commission	<input type="checkbox"/> Building
<input type="checkbox"/> Police	<input type="checkbox"/> Fire Department	<input type="checkbox"/> Engineer	<input type="checkbox"/> W/WW
<input type="checkbox"/> Streets	<input type="checkbox"/> Parks	<input type="checkbox"/> Public Works	<input type="checkbox"/> Mayor

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to approve Resolution 2014-35 authorizing city officials to sign Adopt-a-Park MOU with Webb Landscaping for care of Hop Porter Park

ACTION OF THE CITY COUNCIL:

Date _____

City Clerk _____

FOLLOW-UP:

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

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

**CITY OF HAILEY
RESOLUTION NO. 2014-35**

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY
AUTHORIZING THE MEMORANDUM OF UNDERSTANDING WITH WEBB
LANDSCAPE REGARDING THE ADOPT A PARK PROGRAM FOR THE HOP
PORTER PARK.**

WHEREAS, the City of Hailey desires to enter into a Memorandum of Understanding with WEBB LANDSCAPE under which the WEBB LANDSCAPE will provide landscaping maintenance of the grounds at Hop Porter Park.

WHEREAS, the City of Hailey and WEBB LANDSCAPE have agreed to the terms and conditions of the Memorandum of Understanding, 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 Memorandum of Understanding between the City of Hailey and WEBB LANDSCAPE and that the Mayor is authorized to execute the attached Agreement,

Passed this 21st day of April, 2014.

City of Hailey

Fritz X. Haemmerle, Mayor

ATTEST:

Mary Cone, City Clerk



MEMORANDUM OF UNDERSTANDING

Webb Landscape and the CITY OF HAILEY

Adopt a Park Program for Hop Porter Park

This Memorandum of Understanding ("MOU") is entered into by Webb Landscape ("Webb") and the City of Hailey ("City") this _____ day of April, 2013.

RECITALS

- A. The City is the owner of several city parks, including Hop Porter Park, and has established a maintenance program for various city parks ("Adopt a Park Program").
- B. Webb is local landscaping company interested in making a civic contribution to the community and participating in the Adopt a Park Program, and is willing to maintain Hop Porter Park.
- C. Subject to the terms and conditions of this MOU, the City and Webb wish to coordinate their activities in the Adopt a Park Program to better provide service to the citizens of Hailey, to avoid duplication of effort by agencies, to implement activities consistent with purposes and policies of the City of Hailey and to promote the civic good will of Webb.

DUTIES AND RESPONSIBILITIES

Webb shall:

1. Mow and trim once a week on Tuesdays.
2. Adjust the irrigation system and clocks as needed to maintain a healthy park without puddles or standing water, and without dry and under-watered areas. Comply with Hailey's irrigation rules by irrigating at night on odd numbered calendar days.
3. Blow out the sprinkler system at the end of the irrigation season before October 31, under city oversight.
4. Apply a fertilizer and herbicide at least twice a year as needed, using chemicals and products provided by the City of Hailey.
5. Notify City of Hailey two weeks in advance of intent to fertilize or apply herbicides.
6. Post notice provided by City of Hailey of intent to apply fertilizer or herbicide prior to application.
7. Close area to the public prior to treating with fertilizer or herbicides.

8. Oversee the health of the vegetation of Hop Porter Park and report any problems, including irrigation system malfunction, drainage problems, diseased vegetation, damage or vandalism to **Kelly Schwarz 309-1365** kelly.schwarz@haileycityhall.org .
9. Carry no less than one million dollars of liability insurance and provide a copy of the policy to the city.
10. Be solely responsible for payment of payroll and withholding taxes, workers compensation insurance, unemployment insurance, health insurance and retirement benefits for its employees.

City shall:

1. Maintain all playground equipment and buildings.
2. Prune trees, bushes and flowers when needed.
3. Empty all garbage and dog pots, and clean bathrooms.
4. Give prior notices of organized park activities to **Brian Ros 720-8014** brianros@webbland.com
5. Inspect the park after each major event for damage caused by the event.
6. Provide fertilizer and herbicides to Webb for application at agreed upon times.
7. Provide notices and MSDS information to Webb to be posted at treated site.
8. Provide a 2' x 3' foot sign with the Webb Landscape Logo and contact information at the park entrance.
9. Promote exposure to Webb during events in the maintained area, and during other city events.
10. Give recognition through exposure in the local newspaper and the City's Our Town newsletter.
11. Allow hosted events with no fee to Webb for company events in city parks.

Webb and the City shall:

1. Meet at least once a month during the season as scheduling allows, for ongoing review of activities and adequacy of the terms of this MOU.
2. Inform each other of significant maintenance developments and public events in the maintained area.
3. Cooperate on joint projects and additional activities when possible.
 - A. Webb shall perform labor for agreed upon cooperative projects at a \$55/hour rate, and provide an invoice to City for such costs.
 - B. City shall provide supplies and materials to agreed upon projects.
 - C. City shall produce a purchase order for supplies and materials.

Webb and the City will review this MOU one year after signing to determine adequacy. If it is determined that continuing this arrangement is in the best interest of the public and the parties, this MOU may be revised if appropriate and renewed. If this MOU is determined not to meet the needs of the parties and the best interests of the public, either party can terminate it with 30 advance days written notice.

Webb Landscape

Date

Mayor, City of Hailey

Date

AGENDA ITEM SUMMARY

DATE: 04/21/2014 DEPARTMENT: PW DEPT. HEAD SIGNATURE: HD

SUBJECT:

Motion to approve Resolution 2014-36 authorizing city officials to sign Arena Use Agreement with 5th District High School Rodeo for use of Hailey's Arena for a May 8 and 9, 2014 high school rodeo event.

AUTHORITY: ID Code _____ IAR _____ City Ordinance/Code HMC 12.14
(IF APPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

5th District High School Rodeo came to town last year for the first time in decades. Their event was supported by the City of Hailey through a waiver of fees (see paragraph 2. Rent of attached agreement).

5th District High School Rodeo does not pay fees for any of their venues, and it fits in with Hailey's goals of encouraging youth programs to support this event even if fees are not paid. The group is well supported by adult volunteers, and a thorough clean-up job of the arena was conducted last year.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

This event will be tax-payer or donor supported. (see paragraph 2. Rent of attached agreement).

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

___ City Attorney	___ Finance	___ Licensing	___ Administrator
___ Library	___ Community Development	___ P&Z Commission	___ Building
___ Police	___ Fire Department	___ Engineer	___ W/WW
___ Streets	___ Parks	___ Public Works	___ Mayor

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to approve Resolution 2014-36 authorizing city officials to sign Arena Use Agreement with 5th District High School Rodeo for use of Hailey's Arena for a May 8 and 9, 2014 high school rodeo event.

ACTION OF THE CITY COUNCIL:

Date _____

City Clerk _____

FOLLOW-UP:

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

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

CITY OF HAILEY
RESOLUTION NO. 2014-36

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY
AUTHORIZING THE EXECUTION OF A USE AGREEMENT WITH 5TH DISTRICT
HIGH SCHOOL RODEO, FOR EXCLUSIVE USE OF THE RODEO ARENA FOR
THEIR RODEO ON MAY 8 AND 9.**

WHEREAS, the City of Hailey desires to enter into an agreement with 5TH DISTRICT HIGH SCHOOL RODEO under which IMPRA will be allowed Exclusive Use Of The Rodeo Arena For Their Rodeo On May 8 And 9, 2014.

WHEREAS, the City of Hailey and 5TH DISTRICT HIGH SCHOOL RODEO have agreed to the terms and conditions of the Use Agreement, 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 Use Agreement between the City of Hailey and 5TH DISTRICT HIGH SCHOOL RODEO and that the Mayor is authorized to execute the attached Agreement,

Passed this 21ST day of APRIL, 2014.

City of Hailey

Fritz X. Haemmerle, Mayor

ATTEST:

Mary Cone, City Clerk

USE AGREEMENT

This Use Agreement ("Agreement") is made this _____ day of _____, 2014, by and between **CITY OF HAILEY**, a municipal corporation ("City") and **5th District High School Rodeo Association**, an Idaho non-profit corporation ("HS Rodeo").

RECITALS

A. The City is a municipal corporation and political subdivision of the State of Idaho. Fritz X. Haemmerle is the duly elected and acting Mayor of the City of Hailey.

B. HS Rodeo is a duly organized and operating non-profit corporation in the State of Idaho. _____ is the duly elected and acting president. By resolution, the president of HS Rodeo is authorized to execute this Agreement.

C. City owns real property located at 791 Main Street So., Hailey Idaho, a portion of which is an outdoor multi-use arena, as depicted on attached **Exhibit "A"** ("Arena").

D. Under the Equine Activities Immunity Act (*Idaho Code §§ 6-1801 et seq.*), the City and HS Rodeo are entitled to certain immunity for activities within the Arena. The parties acknowledge that the City will not provide equipment or tack during the Events, as defined hereinafter, and is not responsible to determine whether a horse-show participant is able to safely engage in activities or safely manage animals during the Events or whether the animals are able to behave safely with the participants during the Events.

E. Subject to the terms and conditions set forth herein, City is willing and agrees to allow HS Rodeo to use the Arena and HS Rodeo is willing and agrees to use the Arena.

AGREEMENT

NOW, THEREFORE, based upon the foregoing recitals which are incorporated in this Agreement below as though set forth in full, the parties agree as follows:

1. **Agreement Term.** HS Rodeo shall have the exclusive right to use the Arena on Friday May 9, 2014 and Saturday May 10, 2014 ("Event"). HS Rodeo shall also have the right to inspect and use the Arena before the Event.

2. **Rent.** HS Rodeo shall receive a Two Hundred Fifty and no/100's Dollars (\$250.00) valued benefit in rent usually charged for youth events utilizing the Arena, and an additional One Hundred Twenty Five and no/100's Dollars valued benefit in rent usually charged for use of the concession facility. The City of Hailey shall either waive the \$375.00 fee or shall pay the fee on behalf of HS Rodeo.

3. **Use of Arena.** The Arena may be used and occupied by HS Rodeo only as a public facility as an equestrian facility, as a concession area and as parking, and for no other purpose or purposes without City's prior written consent. During periods of non-use of the Arena during the Event, HS Rodeo shall lock and secure all bathrooms, concession areas and security gates within the Arena, to keep members of the general public out of all secured areas. HS Rodeo shall be responsible for the watering of the internal dirt portion of the Arena during the Event. HS Rodeo shall not do or permit anything to be done in or about the Arena or bring or keep anything in the Arena that will in any way increase the rate of fire insurance upon the building in which the Arena is situated. HS Rodeo shall not perform any acts or carry on any practices that may injure the Arena or the building of which the Arena form a part, which are not normally associated with an equestrian event. HS Rodeo agrees to comply with (and cause its agents, contractors, employee and invitees to comply with) any rules and regulations with reasonable modification hereof which City may from time to time make and deliver to HS Rodeo in writing, provided the City provides HS Rodeo with thirty (30) days advance notice of a hearing to consider the proposed rules and regulations and provided any adopted rules and regulations are effective sixty (60) days before the beginning of any Event.

4. **Security Deposit.** HS Rodeo shall be exempt from a security deposit in the sum of Five Hundred and No/100 Dollars (\$500.00). Instead, HR Rodeo agrees to the faithful performance by HS Rodeo of all the terms, covenants and conditions of this Agreement to be kept and performed by HS Rodeo during the term of this Agreement. This deposit waiver does not limit City's rights or HS Rodeo's obligations. HS Rodeo understands that its use of the Arena is conditioned on the following:

- a) HS Rodeo shall clean and restore the Arena to its condition at the commencement of the Event, less normal wear and tear associated with an equestrian event.
- b) HS Rodeo shall have remedied or repaired any damage to the Arena to City's satisfaction.)
- c) HS Rodeo shall have complied with all of the provisions of this Agreement and with such other rules and regulations as the City may deem necessary.

If HS Rodeo defaults with respect to any provision of this Agreement, City may (but shall not be required to) require the payment of any other amount which City may spend by reason of HS Rodeo's default or to compensate City for any other loss or damage which City may suffer by reason of HS Rodeo's default.

5. **Utilities.**

A. City shall pay for all charges for electricity, water, sewer, and trash services, rendered or supplied upon or in connection with the Arena during the Events.

B. HS Rodeo shall pay or reimburse the City for all services requested by HS Rodeo

or which are reasonably required by HS Rodeo, such as street sweeping and police security and traffic control. The charges incurred in accordance with this paragraph 5(B) shall be paid to the City within thirty (30) days of the date of billing for such charges.

6. **Insurance.** During the Events, HS Rodeo shall, at its own expense, maintain in full force, comprehensive liability insurance, including public liability, property damage and contractual liabilities of HS Rodeo, written by a responsible insurance company licensed to do business in Idaho, and insuring HS Rodeo and City (and such other persons, firms, or corporations designated by City) as additional named insureds against liability for claims of damage because of injury to persons and property and for death of any person or persons occurring in or about the Arena. The liability covered by such insurance shall be not less than a combined single limit of One Million Dollars (\$1,000,000). At City's reasonable discretion, HS Rodeo shall increase the coverage to such amount as City and HS Rodeo agree is commercially reasonable. The insurance shall be primary insurance such that the insurer shall be liable for the full amount of the loss without the right of contribution from any other insurance coverage held by City.

No party shall have the right or claim against the City for any losses, damages or injury, including losses, damages or injury to property or persons, including death, and for any business interruption, occurring on the Arena or the adjoining property, (whether caused by the negligence or other fault of the City or the HS Rodeo or their respective agents, employees, subtenants, licensees or assignees or whether caused by negligence or the conditions of the Arena or any part thereof) by way of subrogation or assignment. HS Rodeo hereby waives and relinquishes any such right. HS Rodeo shall request its insurance carrier to endorse all applicable policies waiving the carrier's right of recovery under subrogation or otherwise in favor of the City and provide a certificate of insurance verifying this waiver.

All insurance required by this Section shall be in a form and with companies satisfactory to City and shall provide that it shall not be subject to cancellation or change except after at least thirty (30) days' prior written notice to City. The policy or policies, or duly executed certificates for them, shall be deposited with City each year within fifteen (15) days before each Event.

7. **Exemption from Liability.** City shall not be liable to HS Rodeo or to any other person whomsoever for any injury or damage to person or property occurring within or about the Arena, unless caused by or resulting from the willful and intentional acts of the City or any of the City's agents, servants or employees in the operation or maintenance of the Arena. City shall not be liable in damages or otherwise for failure to furnish, or any interruption of service of any water, gas, electricity, telephone, or other utility caused by fire, accident, riot, strike, labor disputes, acts of God, the making of any repairs or improvements, or causes beyond the control of City, or for any loss, damage or theft of property of HS Rodeo, its agents, servants or employees.

Any prevention, delay, or stoppage, due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefor, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control for the party obligated to perform shall excuse performance by such party for a equal to any such prevention, delay or stoppage, except as otherwise provided in this Agreement.

8. Indemnification and Hold Harmless. HS Rodeo agrees to indemnify and hold City harmless from and against any and all claims, including mechanic's and materialman's liens, by or on behalf of any person or person, firm(s) or corporation(s), arising from the conduct or management of the activities conducted by the HS Rodeo during the Events, or arising out of any act or omission or negligence of HS Rodeo, its contractors, licensees, agents, servants or employees during the Events, or arising from any accident, injury, or damage whatsoever caused by any person or property occurring in or about the Arena or any part thereof, and the walkways adjoining the Arena during the Events, and from and against all costs, expenses, liabilities and attorney's fees incurred in connection with any such claim or proceeding brought thereon.

9. Maintenance and Repairs. Except as otherwise provided herein, HS Rodeo shall, at its sole cost and expense, keep and maintain the interior and exterior of the Arena (including, without limitation, all fixtures, plumbing and sewage facilities, heating, ventilation and air conditioning equipment, ice making equipment, interior and exterior walls, doors and windows) in good order, condition and repair during the Events, remove all rubbish and refuse therefrom, keep all landscaping in good condition, and replace or repair all electrical fixtures and mechanical, heating and plumbing fixtures and equipment that may be damaged or broken. In the event any portion of the Arena is damaged by vandalism or similar intentional misconduct during the Events, HS Rodeo is not obligated to repair any such damage. HS Rodeo shall, at its sole cost and expense, remove all manure from the Arena before the end of each Event or store the manure on site allowing it to decompose but only if allowed by City staff. If City deems it necessary for HS Rodeo to make any repairs, City may demand that HS Rodeo make them immediately, and if HS Rodeo refuses or neglects to commence such repairs and to complete them with reasonable dispatch, City may make or cause such repairs to be made and HS Rodeo shall immediately pay City for the costs of such repairs upon receipt of the costs. HS Rodeo shall, at its cost and expense, promptly and properly observe, comply with, and execute, but not to the extent of making structural improvements, all present and future orders, regulations, directions, rules, laws, ordinances and requirements of all governmental authorities (including, but not limited to, state, municipal, county and federal governments and their departments, bureaus, boards and officials), and any other board or organization exercising similar functions, arising from the use or occupancy of, or applicable to the Arena.

10. Alterations and Improvements. HS Rodeo shall not have the right to make changes, alterations or additions to the Arena without the prior written consent of the City, which may be withheld in the City's sole and absolute discretion.

11. **Damage or Destruction.** If the Arena is partially or totally destroyed or damaged by fire or other casualty so as to become partially or totally untenable, the City is not required to rebuild the Arena, in which event either the City or HS Rodeo may terminate this Agreement by providing written notice of intent to terminate. Upon termination, HS Rodeo waives any and all claims for damages based on termination of this Agreement and any loss of use.

12. **Defaults.** In the event HS Rodeo shall breach HS Rodeo's obligations pursuant to this Agreement, then City shall notify HS Rodeo of such breach in writing by certified mail, return receipt requested, or hand delivery, and HS Rodeo shall correct any failure to pay rent within three (3) days of receipt of such notification, and HS Rodeo shall cure any other breach within thirty (30) days of the date of such notification. In the event of a default which cannot, with due diligence, be cured within a period of thirty (30) days, HS Rodeo shall have such additional time to cure the same as may be reasonably necessary, providing proceeds promptly and with due diligence to cure such default after receipt of said notice. In the event HS Rodeo fails to pay any sums due pursuant to this Agreement, or cure any other breach, after notice as aforesaid, then City shall have the option of electing to either (i) cancel and terminate this Agreement, or (ii) terminate HS Rodeo's right to possession only without terminating the Agreement or (iii) pursue any other remedy available at law or in equity.

13. **Entry by City.** In the event of any entry in, or taking possession of, the Arena, City shall have the right, but not the obligation, to remove from the Arena all personal property of HS Rodeo located therein and may store the same in any place selected by City, including but not limited to a public warehouse, at the expense and risk of the owners thereof, with the right to sell such stored property, after it has been stored for a period of thirty (30) days or more, the proceeds of such sale to be applied first to the cost of such sale, second to the payment of the charges for storage, if any, and third to the payment of any other sums of money which may then be due from HS Rodeo to City under any of the terms hereof, and the balance, if any, shall be paid to HS Rodeo.

14. **Liens.** HS Rodeo shall keep the Arena and the property on which the Arena is situated free from any liens arising out of any work performed, materials furnished or obligations incurred by HS Rodeo.

15. **Assignment and Subletting.** Except as provided herein, HS Rodeo shall not assign or sublet this Agreement or any or all of HS Rodeo's interest in the Arena without first procuring the written consent of City, which may be made in the City's sole and absolute discretion. HS Rodeo is allowed to sublet or allow the use of concession areas within the Arena during the Event without the consent of City; however, HS Rodeo shall remain primarily liable for the obligations arising from this Use Agreement.

16. **Waiver.** The failure of either party hereto to insist upon strict performance of any of the covenants and agreements of this Agreement, or to exercise any election herein conferred in any one or more instances, shall not be construed to be a waiver or relinquishment of any such,

or any other covenants or agreements, and the same shall be and remain in full force and effect. A particular waiver by either party of any said covenants or agreements to be performed by the other party shall not be construed as a waiver of any succeeding breach of the same or other covenants or agreements of this Agreement

17. **Annual Review.** Within six (6) weeks following the end of each Event, HS Rodeo shall submit a written report to the Hailey Mayor and City Council . The report shall provide i) attendance records during the Event, ii) a detailed accounting of all revenue generated during the Event from all sources including ticket sales, advertisements, donations, concessions, etc., iii) a detailed accounting of all expenses incurred during the Event, iv) a description of advertising for the Event, v) a description of any problems with the Event, vi) a description of both written and oral complaints about the operations of the Event, and vii) any suggestions to improve future events at the Arena.

18. **Miscellaneous Provisions.**

a. **Final Agreement.** This Agreement represents the final agreement between the parties and merges and supersedes all prior negotiations, whether written or oral, with respect thereto.

b. **Modification.** This Agreement cannot be modified, changed, discharged, or terminated, except by writing signed by both the City and HS Rodeo.

c. **Time is of the Essence.** Time and timely performance is of the essence of this Agreement.

d. **Applicable Law.** This Agreement shall be construed and enforced under the laws of the State of Idaho.

e. **Benefit.** This Agreement shall be binding upon and insure to the benefit of the parties hereto, their legal representatives, heirs, successors and assigns.

f. **Attorney's Fees.** In the event of any dispute with regard to the interpretation or enforcement of this Agreement, the prevailing party shall be entitled to recover their reasonable costs and attorney's fees incurred therein, whether or not a lawsuit is actually filed, and on any appeals.

g. **Presumption.** This Agreement or any section thereof shall not be construed against any party due to the fact that said Agreement or any section thereof was drafted by either party.

h. **Notice.** Unless otherwise specifically provided for herein, notices given pursuant to the terms of this Agreement shall be deemed received on the date sent and shall be

sent to the parties at their addresses first above given or such address as may be later specified by the party in writing.

i. **Further Action.** The parties hereto shall execute and deliver all documents, provide all information and take or forbear from all such action as may be necessary or appropriate to achieve the purposes of this Agreement.

j. **Authority.** Each signatory has full authority and consent to sign this Agreement. BCFB represents and warrants to City that it is a corporation organized, existing and in good standing under the laws of the State of Idaho, and it is authorized, by appropriate corporate resolution, to enter into and execute this Agreement and any and all documents related thereto.

k. **Severability.** The invalidity or illegality of any provision shall not affect the remainder of this Agreement.

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

Dated this _____th day of April, 2014.

CITY:

CITY OF HAILEY, an Idaho municipal corporation

ATTEST:

By: _____
Mary Cone, City Clerk

By: _____
Fritz X. Haemmerle, Mayor

HS Rodeo:

5th District High School Rodeo Association,
an Idaho non-profit corporation

_____, its President

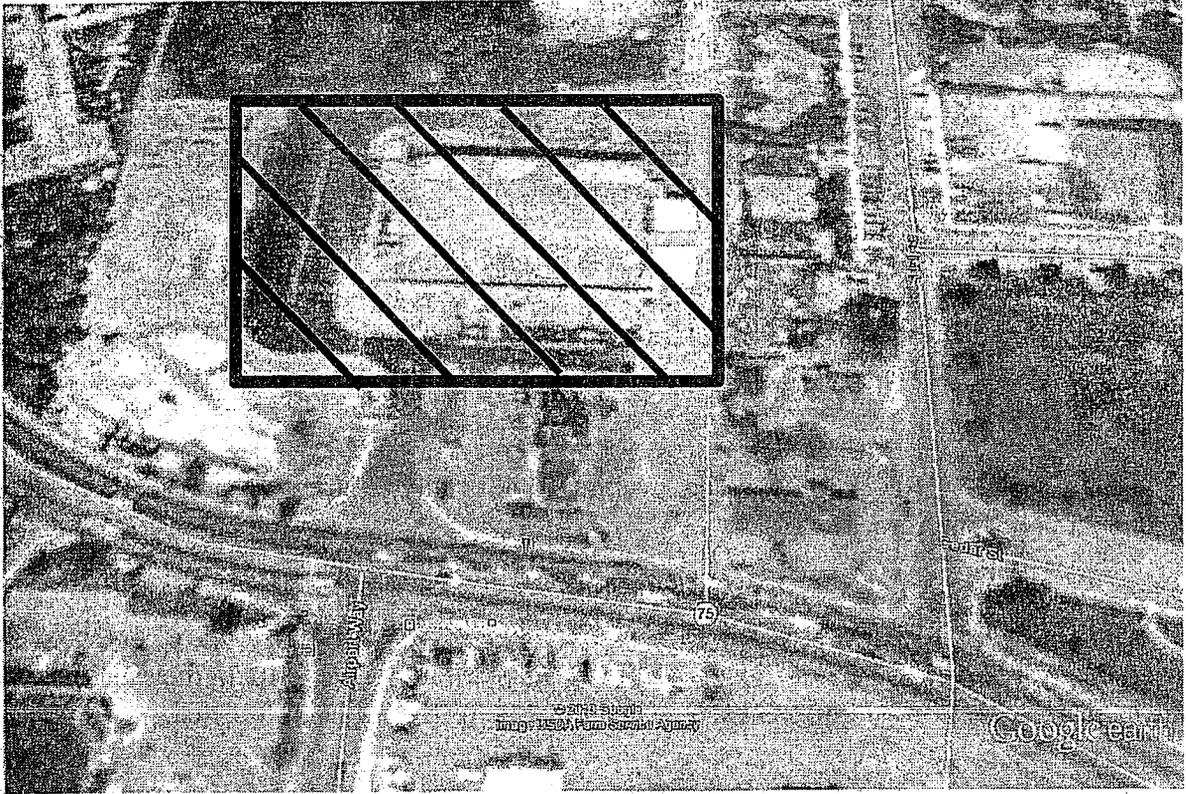


Exhibit "A" to City of Hailey Arena Use Agreement

AGENDA ITEM SUMMARY

DATE: 04/21/2014 DEPARTMENT: PW DEPT. HEAD SIGNATURE: MP

SUBJECT: Agreement with Clearwater Landscaping for landscaping the roundabout at Fox Acres Rd. and Woodside Blvd. *w/ Resolution 2014-37*

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

After reviewing the cost difference for the city to purchase all plants and irrigation materials, provide labor and manage the project versus Clearwater Landscaping's estimate, it was determined to be more cost effective for the city to select Clearwater Landscaping to do all work. Clearwater Landscaping's cost is \$21,831.02. If the city were to run the project, the cost for material alone would be approximately \$16,000 and does not include labor for managing the project or installation work. Advanced Irrigation Solutions will still design the irrigation system, at no cost to the city.

Please see the attached agreement for all costs and terms. The controller and solar panel listed in the agreement may not be required. If that is the case, the final payment to Clearwater Landscaping may be reduced as a result. The terms stipulate that the project will be complete by May 23, 2014.

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Make a motion to adopt Resolution 2014-37 authorizing the Mayor to sign the Agreement.

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. 2014-37**

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY
AUTHORIZING THE EXECUTION OF CONTRACT FOR LANDSCAPING**

WHEREAS, the City of Hailey desires to enter into an agreement with Clearwater Landscaping who will provide irrigation services for the roundabout at Fox Acres Road and for the City of Hailey.

WHEREAS, the City of Hailey and Clearwater Landscaping 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 Letter of Agreement Between the City of Hailey and Clearwater Landscaping and that the Mayor is authorized to execute the attached Agreement,

Passed this 21st day of April, 2014.

City of Hailey

Fritz X. Haemmerle, Mayor

ATTEST:

Mary Cone, City Clerk

CLEARWATER LANDSCAPING

Award Winning Design, Installation, and Service

Estimate

Date	Estimate #
4/17/2014	14-04168

Name / Address	Project Location
City of Hailey 115 S. Main St. Hailey, Id. 83333	Fox Acres Roundabout

Description	Qty	Rate	Total
Final Landscape Installation Woodside Boulevard Roundabout Based on Original Estimate Document 00410			
Division 900 - Pressure Irrigation			
Furnish and Install Controller- Hunter Node 400 (4) Station Solar with Battery Back up w/o Controller	1	933.20	933.20
1-1/2" Poly Pipe Mainline	70	3.87	270.90
3/4" Pressure Compensating Netfin Drip Line 1' Spacing	2,000	1.15	2,300.00
Valve- Hunter 458200 DC Latching Solenoid for All Plastic Valves	4	82.25	329.00
Valve- Hunter PGV - 100 - JT - MB - 1" Jar Top Male X Barb w/o Flow Control	4	63.80	255.20
Division 200 - Earthwork			
Mulch Installation			
5" Mulch - Soil Pep or Eco Compost	20	165.00	3,300.00
Division 2000 - Landscape			
Perennial Installation			
Cottoneaster	2	35.25	70.50
Amerilanchier alnifolia Regent (Regent Serviceberry)	2	35.25	70.50
Rosa X'Austrian Copper	2	35.25	70.50
Philadelphus Lewisil Blizzard Mockorange	2	35.25	70.50
Panicum Virgatum Northwind - Gallon Size 16" Spacing	22	14.64	322.08
Aquilegia - Columbine 4" Size 12" Spacing	55	3.67	201.85
Penstemon pinifolius Mersea Yellow - Gallon Size - 12" Spacing	60	14.64	878.40
Liatrix Kobold - Gallon Size - 12" Spacing	60	14.64	878.40
Helenium Marde Gras - Gallon Size - 16" Spacing	50	14.64	732.00
Lavendula Munstead - 4" Size - 12" Spacing	60	3.67	220.20
Deschampsia Caespitosa Pixie Fountain - Gallon Size - 12" Spacing	260	14.64	3,806.40
Rudbeckia Fulgida var. sulwantie Goldsturm - Gallon Size - 12" Spacing	139	14.64	2,034.96
Achillea Moonshine - Gallon Size - 12" Spacing	89	14.64	1,302.96
Penstemon schmidel Red Riding Hood - Gallon Size - 12" Spacing	84	14.64	1,229.76
Linum - Flax (Spring Seeding)	50	0.30	15.00
Cichorium Intybus - Chicory (Spring Seeding)	70	0.30	21.00
Calamagrostis brachytricha - Gallon Size - 12" Spacing	143	14.64	2,093.52
Gaillardia Indian Blanket (Spring Seeding)	105	0.30	31.50
Ratibida Columnifera - Prairie Coneflower - 4" Size - 12" Spacing	50	3.67	183.50
Aster novi-belgil Purpledome - 4" Size - 12" Spacing	57	3.67	209.19
Phone #	Fax #	E-mail	Total
208-788-5486	208-788-7967	info@clearwaterlandscaping.com	



Award Winning Design, Installation, and Service

Estimate

Date	Estimate #
4/17/2014	14-04168

Name / Address
City of Hailey 115 S. Main St. Hailey, Id. 83333

Project Location
Fox Acres Roundabout

Description	Qty	Rate	Total
<p>Project Notes:</p> <ul style="list-style-type: none"> *Project to be completed on or before May 23, 2014 *All plant material to be purchased per estimate. *Irrigation Plan to be provided by AIS or Kodi Farnworth prior to project commencement. *Landscape plan (planting plan) to be provided per spec prior to project commencement *Approx. 4 hours of traffic control to be provided by City of Hailey. *Irrigation Controller substitution will be credited on final invoice 			
Phone #	Fax #	E-mail	Total \$21,831.02
208-788-5486	208-788-7967	info@clearwaterlandscaping.com	

LANDSCAPING CONSTRUCTION AGREEMENT

We at Clearwater Landscaping take great pride in our workmanship, endeavoring to provide you with our best service. In order to provide you that service, it is necessary to establish the following conditions under which Clearwater Landscaping will provide landscaping construction materials and services to you. Clearwater Landscaping and you, our customer, agree, as follows:

1. In providing landscaping construction services to you, Clearwater Landscaping shall use its best and good faith efforts. Prices are based on the condition and topography of your property at the time we prepare an estimate. A change in these site conditions or site conditions that are not open and obvious may result in adjustments to the price. Upon completion of Clearwater Landscaping's work and contingent upon proper maintenance and payment in full of Clearwater Landscaping charges, Clearwater Landscaping guarantees its work and the landscaping materials it has installed for one year from the date of completion of installation/construction.

2. Clearwater Landscaping will monitor your landscape, maintain the turf, beds, and plant material, and adjust the irrigation system for approximately one (1) month after completion of construction, weather permitting. After 30 (thirty) days Clearwater will continue to provide landscaping maintenance, which may include, but not be limited to mowing, weeding, fertilizing, care of trees, shrubs and other landscaping materials, until the end of the growing season as determined by Clearwater Landscaping. This work will be billed on a Time and Materials basis. This work will be performed unless Clearwater is notified. Should you choose not to accept the landscaping maintenance, you will void Clearwater Landscaping's warranty unless other means of proper maintenance is provided.

3. Clearwater Landscaping submits invoices upon completion of each phase of a project or at the end of the month in which a portion of the work has been completed. Additional or extra work and materials requested will be billed and due upon completion of the work. All accounts are due and payable within ten (10) days of the date of the invoice. You will be billed a finance charge of 1.5 percent (1.5%) per month on any amount outstanding after twenty-five (25) days of the end of the month. If you do not pay Clearwater Landscaping the entire amount of an invoice within thirty (30) days of the end of the month, Clearwater Landscaping may cancel this agreement by providing you with notice. Amounts outstanding for ninety (90) days after substantial completion may be subject to a lien against the property pursuant to Idaho law for work and materials for which have not been fully paid.

4. If you become dissatisfied with Clearwater Landscaping's performance of this agreement, you must notify Clearwater Landscaping immediately, stating the reasons for your dissatisfaction. This will give Clearwater Landscaping an opportunity to correct any dissatisfaction as soon as possible. If after receiving notification, Clearwater Landscaping fails to substantially perform the conditions of this agreement within fourteen (14) days of the notice, you have the right to cancel this agreement by providing Clearwater Landscaping notice.

5. If under the terms of this agreement, you or Clearwater cancels this agreement, you agree to pay the amount invoiced, including any finance charges, and any other fees or costs specified in this agreement, for work performed under the agreement prior to the notice of cancellation.

6. In the event there is a dispute between you and Clearwater Landscaping as result of this agreement or the performance of this agreement, the party that prevails in the dispute shall be entitled to attorney fees and legal costs, whether or not you or Clearwater Landscaping file a court action, and including any fees and costs incurred in appellate or bankruptcy courts.

7. Notice required by this Agreement must be given in writing to Clearwater Landscaping at P.O. Box 7690, Ketchum, Idaho 83340, and to you at the address you provide below. The official date of the notice shall be five (5) business days after the date of a postmark on the notice.

Please sign and complete the information requested below, with a check for the deposit of 50% in the amount of \$10,915.51 of the estimated cost of the attached construction estimate, and return the original to Clearwater Landscaping.

Customer Signature _____

Date: 4/17/14

Company Representative [Signature]

Thank You,

Clearwater Landscaping



Award Winning Design, Installation, and Service

Office 208-788-5486 - Fax 208-788-7967

AGENDA ITEM SUMMARY

DATE: 4/21/2014

DEPARTMENT: Legal

DEPT. HEAD SIGNATURE: _____

SUBJECT:

Summary of Hailey Ordinance No. 1146 (Fee Amendment)

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

I am enclosing a summary of Hailey Ordinance No. 1146 which amended Hailey Fee Ordinance No. 1032.

Ned

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

____ City 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 summary of Hailey Ordinance No. 1146.

FOLLOW-UP REMARKS:

SUMMARY OF HAILEY ORDINANCE NO. 1146

The following is a summary of the principal provisions of Ordinance No. 1146 of the City of Hailey, Idaho, duly passed and adopted April 7, 2014, by the City Council and Mayor of the City of Hailey:

AN ORDINANCE OF THE CITY OF HAILEY, IDAHO, AMENDING HAILEY ORDINANCE NO. 1032 ESTABLISHING A REVISED FEE SCHEDULE THAT ADDS A NEW FEE FOR APPLICATIONS FOR FLOODPLAIN DEVELOPMENT PERMITS OF PROJECTS WITH NO SUBSTANTIAL IMPACT AND THAT REVISES THE FEE FOR A PERMANENT SIGN PERMIT AND FOR A PORTABLE SIGN PERMIT RENEWAL; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE; AND PROVIDING FOR THE EFFECTIVE DATE OF THIS ORDINANCE UPON PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW.

Hailey Ordinance No. 1146 amends Hailey Ordinance No. 1032, as follows:

Section 1 amends Exhibit "A" to Hailey Ordinance No. 1032 by establishing a \$75 fee for a permit for floodplain development without substantial impact, a \$50 fee for a permanent sign permit, a \$20 fee for renewal of a portable sign permit and a \$50 fee for an inspection fee of a permanent or portable sign.

Section 2 provides for a severability clause.

Section 3 provides for a repealer clause.

Section 4 provides for an effective date.

The full text of Ordinance No. 1146 is available at Hailey City Hall at 115 South Main Street, Suite H, Hailey, Idaho 83333 and will be provided to any citizen upon request during regular business hours.

CERTIFICATION OF CITY ATTORNEY

I, the undersigned Attorney at Law, as attorney for the City of Hailey, Idaho, hereby certify that I have read the foregoing summary of Ordinance No. 1146 of the City of Hailey, that I have compared it to the full text of Ordinance No. 1146, and that in my opinion, the above summary is true and complete and provides adequate notice to the public of the contents of said Ordinance.

Dated this ___ day of April, 2014.

Ned Williamson, Hailey City Attorney

Publish: Idaho Mountain Express, April __, 2014.

AGENDA ITEM SUMMARY

DATE: 04/21/14 **DEPARTMENT:** Clerk's Office **DEPT. HEAD SIGNATURE** M. Cone

SUBJECT

Approval of Minutes from the meeting of the Hailey City Council on April 7, 2014 and to suspend reading of them.

AUTHORITY: ID Code 67-2344 IAR _____ City Ordinance/Code _____

Idaho Code requires that a governing body shall provide for the taking of written minutes at all of its meetings, and that all minutes shall be available to the public within a reasonable period of time after the meeting. Minutes should be approved by the council at the next regular meeting and kept by the clerk in a book of minutes, signed by the clerk.

BACKGROUND:

Draft minutes prepared.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

Budget Line Item # _____ YTD Line Item Balance \$ _____

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS:

<input type="checkbox"/> City Attorney	<input checked="" type="checkbox"/> City Clerk	<input type="checkbox"/> Engineer	<input type="checkbox"/> Mayor
<input type="checkbox"/> P & Z Commission	<input type="checkbox"/> Parks & Lands Board	<input type="checkbox"/> Public Works	<input type="checkbox"/> Other

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to approve the minutes as presented, and to suspend the reading of them, or remove from consent agenda to make changes and then approve as amended.

FOLLOW UP NOTES:

**MINUTES OF THE MEETING OF THE
HAILEY CITY COUNCIL
HELD APRIL 7, 2014
IN THE HAILEY TOWN CENTER MEETING ROOM**

The Meeting of the Hailey City Council was called to order at 5:28 P.M. by Mayor Fritz Haemmerle. Present were Council members Carol Brown, Don Keirn, Pat Cooley, and Martha Burke. Staff present included City Attorney Ned Williamson, City Administrator Heather Dawson, and City Clerk Mary Cone.

5:28:52 PM call to order

5:29:14 PM **Burke moved to accept the amended agenda with items PH 130 and CA 131, Keirn seconded, motion unanimously approved.**

Open Session for Public Comments:

5:29:43 PM Bob Wiederrick, Hailey resident spoke to council, was upset that the council did not heed his request to not appeal the Old Cutters decision, and proceeded to have attorney's fees associated with the appeal.

CONSENT AGENDA:

CA 105	Motion to approve Resolution No. 2014-24 authorizing AIP Grant No. 40 in the amount of \$22,503,750 for Phase 2 of the Runway Safety Area (RSA) Project at the Friedman Memorial Airport	1
CA 106	Motion to authorize Employee Assistance Benefits (EAP) as an eligible benefit for Hailey Paid-on-Call Firefighters	5
CA 107	Motion to approve Resolution No. 2014-25, authorizing the mayor to sign and the Syringa Development Impact Fee Agreement.....	7
CA 108	Motion to approve Resolution No. 2014-26, authorizing the mayor to sign an agreement with Advanced Irrigation Solutions for irrigation work at the Fox Acres roundabout and Keefer Park	13
CA 109	Motion to approve Resolution No. 2014-27, authorizing contract with Cox Communications internet service at City Hall, for a 1, 2 or 3 year contract, 1 year contract is the same monthly amount as is paid now.....	19
CA 110	Motion to approve Special Event Bring Bowe Back at Hop Porter Park, on Saturday June 28, 2014 from 9-5	25
CA 111	Motion to approve Special Event Smiles Through the Miles 5K a WRHS Senior project, at Hop Porter Park on Saturday May 3, 2014 from 10am-12pm.....	31
*CA 131	<i>Motion to approve letter of support to Seagraves Foundation and authorize the Mayor to sign.....</i>	
CA 112	Motion to approve minutes of March 17, 2014 and to suspend reading of them.....	39
CA 113	Motion to approve minutes of March 20, 2014 and to suspend reading of them.....	47
CA 114	Motion to ratify claims for expenses paid in March 2014	51
CA 115	Motion to approve claims for expenses incurred during the month of March, 2014, and claims for expenses due by contract in April, 2014	53
CA 116	Motion to accept restated Financial Statement for City of Hailey FY 2013.....	79

5:31:17 PM CA 105 – pulled by Williamson

CA 116 pulled by Dawson

CA 112 – Brown asked to pull minutes for a minor correction

HAILEY CITY COUNCIL MINUTES
April 7, 2014

5:31:58 PM Burke moved to approve Consent Agenda items minus CA 105, CA 112 and CA 116, seconded by Keirn, motion passed unanimously.

CA 105 – Williamson suggests that council discuss this item later in meeting with PH 123, Airport discussion.

CA 112 – Brown referred to the minutes, page 46 in council packet, remove last sentence, because the Mayor was not present.

Brown makes motion to amend minutes by removing Mayor from the last sentence of the minutes, since he was not present at the meeting, seconded by Keirn, motion passed.

CA 116 5:33:44 PM Dawson explained that after the audit was presented to council, staff found the error, \$109,000 payment to HDR engineering firm, shown as operational engineering instead of project engineering. This change does not affect the bottom line but it changes where the expense is shown, this is a corrected “re-stated” financials.

5:34:38 PM Burke moved to approve the restated financial statements, seconded by Cooley, motion passed unanimously.

MAYOR’S REMARKS:

5:35:13 PM Mayor Haemmerle, we had a good meeting last Friday, an excellent goal setting meeting. Positive ideas came out of the discussion. We should expand the discussion to the broad citizenship.

PROCLAMATIONS AND PRESENTATIONS:

PP 117 Presentation on Park and Lands Board Recommendation for Hop Porter Park/Seagraves Grant

5:36:53 PM Dean Hernandez, spoke to council, regarding the \$20,000 grant. The largest portion of the project is to remove old trees, the Parks and Lands Board is working with the Tree Committee to identify trees which need removal. The Parks and Lands Board would like to install a couple of Volleyball nets, repair the BBQ grill, stain pavilion, complete the shade structures over tables and make sure all of them have trash cans. Possibly do irrigation repairs with any remaining funds. Mayor Haemmerle suggests a number 7 to the list, paint the airplane.

5:43:02 PM Garcia Masonry will donate the rebuilding of the BBQ pit, estimated cost of \$3,000.

5:43:53 PM Hernandez asked what is general maintenance? Wondering where the line of maintenance starts and stops. Haemmerle suggests that Hernandez work with Mariel Platt, to remove the dangerous trees portion of their budget, and possibly fund this from another funding source within the city, thereby allowing them to spend those funds on more general maintenance.

5:47:32 PM Kathy Noble (she did not state her name for the record) brought up an idea for maintenance at Hop Porter Park. Noble suggested that the front parking lot at Hop Porter Park

HAILEY CITY COUNCIL MINUTES
April 7, 2014

has not been graded since she moved her (approximately 40 years ago) and the side road by the Park, if council could add this as a maintenance item to their list.

PP 118 Presentation by Hailey Police Department of new Web Page and Nixle

5:48:34 PM Nixle presentation by Hailey Police Chief, Jeff Gunter. Nixle works with our website, facebook and twitter. It is a communication tool that pushes information out to individuals who wish to receive notifications. 3 different categories, Advisory, Alert and Community. Typically these messages are used for power outages, and weather issues. www.nixle.com, a free system.

PP 119 Arbor Day Proclamation

5:55:49 PM Arbor Day Proclamation, Mayor Haemmerle read the Proclamation.

PP 120 Fair Housing Proclamation

5:58:24 PM Fair Housing Proclamation, Mayor Haemmerle read the Proclamation.

APPOINTMENTS AND AWARDS:

AA 121 Appointment to Hailey Planning and Zoning Commission (for vacancy of Geoffrey Moore - 3 yr term)

6:00:28 PM For this Planning and Zoning Commissioner vacancy, 3 people applied. Of them, 2 applicants were interviewed. Mayor accepts the recommendation of Dan Smith.

6:01:46 PM Brown asked if Smith just retired. Smith confirmed yes, about 1 ½ years ago.

Brown moved to nominate, Dan Smith to the Hailey Planning and Zoning Commission, motion seconded by Keirn, motion passed unanimously.

AA 122 Appointment of independent contractor to serve as City Engineer, subject to satisfactory contracts

6:03:29 PM Williamson suggests that council select the engineer and then Williamson will draft a contract with them.

Council is in support of Galena/Benchmark firm. Williamson will draft a contract.

PUBLIC HEARINGS:

PH 123 Airport discussion

6:06:27 PM Mayor Haemmerle opens up the discussion. Scope of services for the master plan.

Keirn pg. 13 section 6, and page 11, dual path activity level triggers.

HAILEY CITY COUNCIL MINUTES
April 7, 2014

6:08:57 PM Haemmerle wonders why the safety of nearby residents are not mentioned in these triggers.

Cooley asks, page 18, 6:09:53 PM 7.5, land acquisitions with respect to the guiding principles to Hailey and the County, Cooley asks, shouldn't it refer to the JPA? Brown believes that it should list the JPA also.

6:12:42 PM Haemmerle wonders about the demand triggers.

6:13:25 PM Burke gives her understanding about "demand", parking issues, as well as the flight traffic. Burke would not like to see increase traffic if the plane couldn't stay here.

6:16:07 PM Brown, brings up a question to ask tomorrow night during the Friedman Memorial Airport meeting.

No public comments:

6:17:43 PM Haemmerle comments that keep the airport keeps creating expenditures, this one is \$22.5 Million, which further indebts the City of Hailey. People have been generally critical of the City of Hailey for being a poor partner, yet we keep agreeing to these obligations.

6:18:28 PM **Brown moves to approve CA 105, pulled from Consent Agenda earlier in the meeting, Resolution 2014-24, seconded by Keirn, motion passed unanimously.**

PH 124 Consideration of Wastewater Solids Handling Project, HDR Task Order to begin equipment selections/ procurement process for owner procured equipment, with consideration of adoption of Resolution 2014-29 authorizing mayor to sign HDR Task Order #9.

6:19:11 PM Dawson spoke to council. Dawson suggests that council could have the option to move into a contract for \$34,000, and be under construction by the end of the year. Williamson explains in more detail.

Burke asks if there is a down side to design for specific equipment. Is there new technology that would surpass this if the bond doesn't pass?

Williamson explains another point.

6:25:30 PM Cooley asks a question about pre-design. Dawson explains.

Public comments:

6:27:01 PM Tony Evans, with the Idaho Mountain Express asks, what is the cost for pre-design of equipment. Dawson answers, \$34,700. Haemmerle explains in further detail.

6:28:25 PM Burke moves to accept Task Order Number 9, 2014-29, seconded by Keirn, motion passed unanimously.

PH 125 Consideration of i) Ordinance No. 9 to vacate 20' portions of Chestnut Street adjacent to Lot 1, Block 6 and Lot 10, Block 7 of the Original Hailey Townsite, ii) Quitclaim deeds conveying the 20' portions of Chestnut Street to the adjacent property owners and iii) Utility, Access and Snow Storage Easement Agreement with Resolution 2014-___ over portions of the vacated Chestnut Street

6:29:55 PM Williamson gave council a summary of this item. Ordinance No. 1149, prepared for tonight's meeting. Williamson asks if council wants to consider waiving any readings.

No public comments;

6:33:07 PM Haemmerle wants to know why we are vacating property. Discussion ensues.

6:35:19 PM Brown is okay with waiving the readings. Burke is okay with waiving readings.

6:35:56 PM Brown moves to approve vacation Ordinance. No. 1149, seconded by Keirn, motion passed unanimously.

Mayor Haemmerle conducts the only reading of Ordinance No. 1149, by title only.

Williamson states that council needs to make motions on the Quitclaim Deeds and easement agreements.

6:37:15 PM Cooley makes motion to approve Quitclaim Deeds and easement agreements as shown in tonight's packet, seconded by Burke, motion passed with roll call vote. Burke, yes. Cooley, yes. Keirn, yes. Brown, yes.

6:38:02 PM Burke moves to approve Resolution 2014-30 with the easement, motion seconded by Keirn, motion passed with roll call vote. Burke, yes. Cooley, yes. Keirn, yes. Brown, yes.

NEW BUSINESS:

NB 125 Discussion of partnership with Wood River Land Trust, including approval of Hailey's support that all landscape companies utilize smart controllers for irrigation systems, and Hailey's participation in the Trout Friendly Lawn Program (3 parks)

6:38:49 PM Mariel Platt has been working with Wood River Land Trust (WRLT). WRLT wants to help spread use of smart controllers for irrigation systems. They save 10-30% water. Platt is working with WRLT to put out educational information in the near future.

OLD BUSINESS:

HAILEY CITY COUNCIL MINUTES
April 7, 2014

OB 126 3rd Reading ord. no. 1145, amending Wastewater rates for new occupants of condos and tenants moving between houses within Hailey

6:43:34 PM Williamson brings up a recent suggestion from the Clerk's office regarding this Ordinance, and would like to propose an amendment to what is in the packet.

Brown asks if the amendments would take a rewrite? Williamson responds to the question.

Williamson will draft a revised ordinance for next meeting.

6:47:51 PM Burke moved to continue this discussion to the next meeting, Cooley seconded, motion passed unanimously.

OB 127 3rd Reading ord. no. 1146, amending development fees for permanent signs, portable signs, and developments within the floodplain that have no substantial impact

6:48:30 PM Burke moves to approve and authorize Mayor to sign and read by title only, Cooley seconds, motion passed unanimously.

6:48:48 PM Mayor Haemmerle conducts the 3rd Reading of Ordinance No. 1146, by title only.

OB 128 3rd Reading ord. no 1147 and consideration of Ordinance Summary, Build Better Code Amendments

6:49:23 PM Keirn moves to approve and authorize Mayor to sign, approve summary and read by title only, Burke seconds, motion passed unanimously.

Mayor Haemmerle conducts 3rd Reading of Ordinance No. 1147, by title only.

EXECUTIVE SESSION:, Pending & Imminently Likely Litigation (IC 67-2345(1)(f)),

Burke moves to go into Executive Session to discuss Pending & Imminently Likely Litigation (IC 67-2345(1)(f)), seconded by Keirn, motion passed with roll call vote at 6:52 pm. Burke, yes. Cooley, yes. Keirn, yes. Brown, yes.

Mayor Haemmerle and council came out of Executive Session at 7:10 P.M.,

No decisions were made.

EXECUTIVE SESSION:, Pending & Imminently Likely Litigation (IC 67-2345(1)(f)),

ES 129 Motion to adopt Resolution 2014-28, authorizing the Knife River Settlement agreement and Mutual Release

7:12:25 PM Burke moves to end meeting, Keirn seconded, motion passed unanimously.

HAILEY CITY COUNCIL MINUTES
April 7, 2014

AGENDA ITEM SUMMARY

DATE 04/21/2014 DEPARTMENT: Finance & Records DEPT. HEAD SIGNATURE: MHC

SUBJECT

Council Ratification of Claims and costs incurred and paid during the month of March 2014.
As authorized by resolution 2001-08.

AUTHORITY: ID Code 50-1017 IAR _____ City Ordinance/Code _____

BACKGROUND:

- Claims are processed for approval three times per month under the following procedure:
1. Invoices received, approved and coded to budget by Department Head.
 2. Invoice entry into data base by finance department.
 3. Open invoice report and check register report printed for council review at city council meeting.
 4. Following council approval, mayor and clerk sign checks and check register report.
 5. Signed check register report is entered into Minutes book.
-

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

Budget Line Item # _____ YTD Line Item Balance \$ _____

Payments are for expenses incurred during the previous month, per an accrual accounting system.

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS:

___ City Attorney	___ Clerk / Finance Director	___ Engineer	___ Mayor
___ P & Z Commission	___ Parks & Lands Board	___ Public Works	___ Other

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Review report's, ask questions about expenses and procedures, approve claims for payment.

FOLLOW UP NOTES:

Unpaid Invoice Report - MARY'S APPROVAL

City of Hailey

Report Criteria:

Vendor: Vendor Number = 972.6051.6056.5361.384

Posting period: 04/14

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Discount Amount	Net Invoice Check Amount	GL Account Number	Job Number
6051 CENTURY LINK										
040114	1	9814 260B long distance	Invoice	03/31/2014	04/21/2014	10.00		10.00	100-15-41713	
040114	2	9814 260B long distance	Invoice	03/31/2014	04/21/2014	10.00		10.00	200-15-41713	
040114	3	9814 260B long distance	Invoice	03/31/2014	04/21/2014	10.00		10.00	210-15-41713	
040114	4	9814 260B long distance	Invoice	03/31/2014	04/21/2014	10.00		10.00	100-25-41713	
040114	5	9814 260B long distance	Invoice	03/31/2014	04/21/2014	10.00		10.00	100-20-41713	
040114	6	9814 260B long distance- 33.33%	Invoice	03/31/2014	04/21/2014	3.33		3.33	100-42-41713	
040114	7	9814 260B long distance- 33.33%	Invoice	03/31/2014	04/21/2014	3.33		3.33	200-42-41713	
040114	8	9814 260B long distance- 33.33%	Invoice	03/31/2014	04/21/2014	3.33		3.33	210-42-41713	
040114	9	211 125B LONG DIST- TREATMENT P	Invoice	03/31/2014	04/21/2014	5.00		5.00	210-70-41713	
040114	10	211 125B LONG DIST- Water Dept	Invoice	03/31/2014	04/21/2014	5.00		5.00	200-60-41713	
040114	11	3147 220B LONG DISTANCE: FIRE D	Invoice	03/31/2014	04/21/2014	10.00		10.00	100-55-41713	
040114	12	5965-737B LONG DIST- STREET SHO	Invoice	03/31/2014	04/21/2014	9.99		9.99	100-40-41713	
Total 6051 CENTURY LINK:						89.98	.00	89.98		
6056 CENTURY LINK										
040114	1	9814 260B- 33.33%	Invoice	03/31/2014	04/21/2014	52.43		52.43	210-42-41713	
040114	2	9814 260B- 33.33%	Invoice	03/31/2014	04/21/2014	52.43		52.43	200-42-41713	
040114	3	9814 260B- 33.33%	Invoice	03/31/2014	04/21/2014	52.43		52.43	100-42-41713	
040114	4	9814 260B	Invoice	03/31/2014	04/21/2014	157.28		157.28	100-15-41713	
040114	5	9814 260B	Invoice	03/31/2014	04/21/2014	157.28		157.28	200-15-41713	
040114	6	9814 260B	Invoice	03/31/2014	04/21/2014	157.28		157.28	210-15-41713	
040114	7	9814 260B	Invoice	03/31/2014	04/21/2014	157.28		157.28	100-25-41713	
040114	8	9814 260B	Invoice	03/31/2014	04/21/2014	157.28		157.28	100-20-41713	
040114	9	2211-125b treatment plant	Invoice	03/31/2014	04/21/2014	105.64		105.64	210-70-41713	
040114	10	2211-125B Water Dept	Invoice	03/31/2014	04/21/2014	105.64		105.64	200-60-41713	
040114	11	3147 220B HFD	Invoice	03/31/2014	04/21/2014	158.47		158.47	100-55-41713	
040114	12	5965-737B STREET SHOP	Invoice	03/31/2014	04/21/2014	105.65		105.65	100-40-41713	
Total 6056 CENTURY LINK:						1,419.09	.00	1,419.09		

5361 CENTURY LINK - PHONE SERVICE

Unpaid Invoice Report - MARY'S APPROVAL
Posting period: 04/14

City of Halley

Job Number

GL Account Number

Net Invoice Check Amount

Discount Amount

Invoice Amount

Due Date

Invoice Date

Type

Description

Sequence Number

Invoice Number

223.88 100-25-41713

223.88

.00

223.88

04/21/2014

03/31/2014

Invoice

208-788-0258 309M

1

040114

040114

Unpaid Invoice Report - MARY'S APPROVAL
 Posting period: 04/14

Summary by General Ledger Account Number

GL Account Number	Debit	Credit	Net
100-10-41717	79.00	.00	79.00
100-15-41713	167.28	.00	167.28
100-20-41713	167.28	.00	167.28
100-25-41713	391.16	.00	391.16
100-40-41225	9.79	.00	9.79
100-40-41713	224.89	.00	224.89
100-40-41717	405.70	.00	405.70
100-42-41713	82.45	.00	82.45
100-42-41717	20.92	.00	20.92
100-45-41713	142.00	.00	142.00
100-45-41717	62.50	.00	62.50
100-50-41717	13.48	.00	13.48
100-55-41713	168.47	.00	168.47
100-55-41717	135.04	.00	135.04
200-15-41713	167.28	.00	167.28
200-42-41713	82.44	.00	82.44
200-42-41717	20.92	.00	20.92
200-60-41713	110.64	.00	110.64
200-60-41717	265.72	.00	265.72
210-15-41713	167.28	.00	167.28
210-42-41713	82.44	.00	82.44
210-42-41717	20.92	.00	20.92
210-70-41713	110.64	.00	110.64
210-70-41717	900.88	.00	900.88
Grand Totals:	3,999.12	.00	3,999.12

Summary by General Ledger Posting Period

GL Posting Period	Debit	Credit	Net
04/14	3,999.12	.00	3,999.12
Grand Totals:	3,999.12	.00	3,999.12

Unpaid Invoice Report - MARY'S APPROVAL

Posting period: 04/14

City of Hailey

Summary by General Ledger Posting Period

GL Posting Period	Debit	Credit	Net
-------------------	-------	--------	-----

Report Criteria:

Vendor: Vendor Number = 972,6051,6056,5361,384

