

AGENDA ITEM SUMMARY

DATE: 04/26/2010 DEPARTMENT: Administrative/Fire DEPT. HEAD SIGNATURE: HD/MC

SUBJECT

Fire & EMS Consultant selection and funding of study

AUTHORITY: _____ IAR _____ City Ordinance/Code _____

BACKGROUND:

The Cities of Hailey, Bellevue, and Wood River Fire Protection District all selected the same 2 consulting firms as their top 2 out of 5. The order of preference between Emergency Service Consulting and Matrix was different, and so a sub-committee met last week to discuss the selection. The subcommittee agreed that interviews of the firms would be the final factor in determining the selection, and arrangements for interviews are being made for early May. After the interviews, the sub-committee will be negotiating terms of the contracts to try to reduce some of the costs, which are \$49,000 and \$49,309 for these two firms.

The subcommittee also talked about methods to fund the study, and after much discussion, a ratio based on operating budgets was devised. Under that ratio, the highest cost that would be paid would look like the following:

	<u>Budget</u>	<u>Percent</u>	<u>Study Cost</u>
Bellevue	\$ 64,000	5%	\$ 2,508
Hailey	\$463,274	37%	\$ 18,155
WRFD	\$731,000	58%	\$ 28,646

Bellevue will take their request to pay up to \$2,508 to their city council. If Bellevue can pay that amount, WRFD would like to split the remaining cost with Hailey equally, resulting in a cost not-to-exceed \$23,400 for both Hailey and Wood River.

If Bellevue can't pay that much, or chooses to pay nothing at all, Hailey and WRFD could split the costs with each entity paying no more than \$24,654.

The Hailey City Council previously indicated that a second Summit meeting may be necessary to discuss the funding mechanisms of the study. The recommendation below does NOT require a Summit meeting for that purpose.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

Hailey proposes to fund its portion of the study by deferring the replacement of a recently resigned position, Assistant Fire Chief, until the study is paid for. The savings from that deferral are \$6,000 per month. Hailey would defer that replacement by either 3 or 4 months, depending upon the participation levels of Bellevue and WRFD.

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Authorize up to \$24,654 in deferred salary replacement costs for the study, with instructions to staff to continue negotiating lower costs with the consultants and higher participation levels from Bellevue and WRFD.

FOLLOW UP NOTES:

Heather Dawson

From: James Frehling [frehling@gmail.com]
Sent: Tuesday, April 20, 2010 11:50 PM
To: Heather Dawson; tblanchard@bellevueidaho.us
Cc: Bart Lassman
Subject: Re:

I understand. But the WRFPD was asked only to participate in the Study, not to lead it or fund it, particularly with no obligations beyond. Obviously, from my point of view, basing the funding solely on our existing budget is not appropriate and I respectfully would reject that model. I am sure that my Board would elect not to proceed beyond 50% participation in costs. Given that we (all three) want Bellevue to participate at the level possible, I am afraid that Hailey will have to step up also with the difference in order to move forward. It is not scientific but just the practical reality. This cost structure would, in my mind only pertain to paying for the Study. Also, I would wait to assign any particular dollar value until we finalize a contract with 1 of the 2 remaining candidates. It could be lower than \$49,000. Tom, please forward this to Shaun as I do not yet have his email. I hope we can continue to develop the funding formula until the consultant visits. They might give us some help with their fee. Good luck with your Board presentations. The FPD is scheduling a special meeting to discuss scope, costs and participation interest next Thursday. I am available to meet with you all from Wednesday. Your understanding is appreciated.

On Tue, Apr 20, 2010 at 5:01 PM, Heather Dawson <heather.dawson@haileycityhall.org> wrote:

So the quick math, assuming WRFD is still \$731,000 is

5% Bellevue - \$ 2,508

37% Hailey - \$ 18,155

58% WRFD - \$ 28,646

From: Heather Dawson
Sent: Tuesday, April 20, 2010 4:34 PM
To: 'Tom Blanchard'; Bart Lassman
Subject: RE:

Hailey's budget for fire 2010 is \$463,274.

Heather

AGENDA ITEM SUMMARY

DATE: 4/26/2010

DEPARTMENT: Legal

DEPT. HEAD SIGNATURE: _____

SUBJECT:

Idaho Power Franchise Ordinance

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

I am enclosing a proposed franchise ordinance for Idaho Power. The existing franchise ordinance will expire June 30, 2010. Under Idaho law, Hailey has to publish a proposed franchise ordinance and then hold a public hearing 30 days after the introduction of the ordinance. Thereafter, changes can be made to the ordinance only if the changes are more favorable to the city. Idaho Power forwarded a proposed ordinance to Hailey, which I compared to our existing ordinance. I made changes to the Idaho Power proposed ordinance by adding language from our present ordinance which I felt was beneficial. In addition, I added some language to Section 6 (Indemnification) and Section 15 (Covenant not to Compete). Please note that I left the franchise fee percent and the term blank. The present ordinance provides for a 1% franchise fee which presently generates about \$45,000 per year. Idaho law was recently revised to allow a franchise fee up to 3% upon a vote or with the consent of the franchisee. In speaking to Dan Olmstead of Idaho Power, Idaho Power will agree to a franchise fee of 3%, but in such an event, Idaho Power would like a longer franchise term. Dan plans on attending Monday's meeting and can explain Idaho Power's position. For your information, I sent the attached ordinance to Dan today and am waiting to hear his comments to my proposed draft.

Ned

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Discuss the proposed ordinance, particularly the franchise fee and term, and make a motion to publish the ordinance with a certain franchise fee and term and any other appropriate revisions.

FOLLOW-UP REMARKS:

HAILEY ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF HAILEY, IDAHO IN ACCORDANCE WITH IDAHO CODE §§ 50-328, 50-329 AND 50-329A GRANTING A FRANCHISE TO IDAHO POWER COMPANY, A IDAHO CORPORATION, AND TO ITS SUCCESSORS AND ASSIGNS, TO CONSTRUCT, MAINTAIN AND OPERATE IN AND UPON THE PRESENT AND FUTURE STREETS, HIGHWAYS AND OTHER PUBLIC PLACES WITHIN THE CORPORATE LIMITS OF THE CITY OF HAILEY, IDAHO, ELECTRIC UTILITY PROPERTY AND FACILITIES FOR SUPPLYING ELECTRICITY AND ELECTRIC SERVICE TO THE CITY, THE INHABITANTS THEREOF, AND OTHERS FOR A TERM OF _____ YEARS, INCLUDING THE NONEXCLUSIVE RIGHT TO PHYSICALLY LOCATE AND MAINTAIN TELEPHONE, CABLE, FIBER OPTICS OR OTHER COMMUNICATIONS FACILITIES; SETTING FORTH AN AGREEMENT NOT TO COMPETE AND RESERVING POWER OF EMINENT DOMAIN; PROVIDING FOR THE PAYMENT OF FRANCHISE FEES; AND SPECIFYING OTHER LIMITATIONS, TERMS AND CONDITIONS GOVERNING THE EXERCISE OF THE FRANCHISE; 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.

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

SECTION 1. The City of Hailey, Idaho (hereinafter called the "City") hereby grants to IDAHO POWER COMPANY, an Idaho corporation, and to its successors and assigns (hereinafter called the "Grantee") the nonexclusive right (subject to the rights of the City set forth in Section 15 hereof), privilege and franchise for a period of _____ (____) years from and after July 1, 2010, however, with the right to amend by mutual agreement in accordance with Section 16, to construct, maintain and operate in and upon the present and future street, alleys, highways and other public places within the corporate limits of the City, electric utility property and facilities for supplying electricity to the City, and the inhabitants thereof, and to persons and corporations beyond the limits of the City, including the nonexclusive right to physically locate and maintain telephone, cable, fiber optics or other communications facilities of the Grantee or other parties, (provided, that Grantee shall comply with the City's requirements for cable system franchises) all subject to the terms and conditions hereinafter specified. In the case of annexation of property to the corporate limit, such area will be considered under this agreement, upon effective date of the annexation, subject to Section 10 hereof. All such electric utility property and facilities now maintained by the Grantee within the streets, alleys, highways and other public places within the corporate limits of the City shall be deemed covered by this ordinance as provided herein.

SECTION 2. All of the Grantee's electric property and facilities in and upon the present and future streets, alleys, highways and public places within the corporate limits of the City shall be constructed and at all times maintained in good order and condition and in accordance with standard engineering practices and all applicable safety codes and lawful governmental regulations, including all applicable state and federal regulations and all construction standards

presently in effect by the Idaho Public Utilities Commission or adopted by that Commission during the term of this franchise agreement. The City shall have authority at all times, in furtherance of the safety, convenience and welfare of the public, to control by appropriate regulations the location, elevation and manner of construction and maintenance of the Grantee's electric property, lighting and facilities on the City streets, alleys, highways and public places, subject to the requirements of any state or federal laws, rules and regulations and the jurisdiction of the Commission applicable thereto, and the Grantee shall at all times conform to such laws, rules and regulations.

SECTION 3. Upon request of the City, the Grantee shall relocate its facilities as necessary within the present and future streets, alleys, highways and other public places owned by the City. The City shall have no responsibility for the costs of such relocations. The Grantee shall bear the cost of relocating its facilities at the City's request, unless the facilities are to be relocated for the benefit of a third party, in which case the third party shall pay the costs of relocation. In the event federal, state or other fund are available in whole or in part for utility relocating purposes, the City shall apply for such funds and the Grantee will be reimbursed to the extent any such funds are actually obtained. Whenever the Grantee upgrades or modifies its facilities located within the public rights-of-way for its own purposes, all costs of the work associated therewith shall be the sole responsibility of the Grantee.

SECTION 4. It shall be lawful for the Grantee to make all needful or convenient excavations and/or installations in any of the present and the future streets, alleys, highways and other public places within the corporate limits of the City for the purpose of erecting and maintaining the posts, poles, towers, or other supports for its wires or for the purpose of laying, maintaining and operating conduits, vaults and wires and other conductors underground for the purpose aforesaid, or to repair and improve such electric power and light system and to extend the same; provided that when the Grantee or any person or corporation under the authority of this franchise, shall disturb any of said streets, alleys, highways or other public places for the purposes aforesaid, he, it or they shall restore the same to good order and condition as soon as practicable and without unnecessary delay and failing to do so after five days' notice from the City, or its duly authorized officer or officers, then the City may place said street, alley, highway or public place in such condition at the cost and expense of the Grantee, and said Grantee will forthwith pay the full cost and expense thereof upon demand of the City. All facilities constructed under this ordinance shall be placed and maintained at such places and positions in or upon such public ways and public places as shall not interfere with the passage of traffic and shall conform to all applicable laws, rules and regulations. Grantee shall secure a permit for any opening it shall make in the streets, alleys and public places in the City (except in cases of emergencies), and shall be subject to all applicable ordinances, subject to the requirements of any state or federal laws, rules and regulations, and the jurisdiction of the Commission.

SECTION 5. The City shall have the right and privilege to string and maintain wires for its fire, police, airport and other services upon the poles and other facilities erected and maintained by the Grantee hereunder, subject to the rules and regulations of the Idaho Public Utilities Commission. The City shall string, maintain and operate such wires at its own expenses, risk and responsibility, and in accordance with all legal requirements and good engineering practices and in such manner as not to impose any additional expense upon Grantee

of its said poles and facilities. Any such wires of the City shall be subject to interference by the Grantee only when necessary in the maintenance, operation or repair of the Grantee's own fixtures, wires, facilities and appurtenances.

SECTION 6. The Grantee shall at all times indemnify, defend and hold the City, its officers, employees and agents, harmless from any and all claims, demands, causes of action, suits, losses, liabilities, damages, costs and expenses, including attorney fees arising, directly or indirectly, from or by reason of any act or omission of the Grantee, its agents, assigns, representatives, employees or anyone subcontracting with Grantee, in the construction, operation or maintenance of any of the Grantee's electric utility property or facilities.

SECTION 7. Upon acceptance of this franchise by Grantee and before Grantee shall have any rights hereunder, the Grantee shall file with the City Clerk a Certificate of Insurance evidencing General Liability Insurance which covers claims for Bodily Injury, Property Damage and Personal Injury. Such insurance shall have minimum limits of \$1,000,000 per occurrence. The City of Hailey shall be named as an "Additional Named Insured" under Grantee's insurance policy. Should the minimum limits of insurance as set forth herein be increased above \$1,000,000, pursuant to the Idaho Tort Claims Act (Idaho Code Section 6-901 *et. seq.*) or any similar legislation, the Grantee shall be required to provide the City with a new Certificate of Insurance evidencing the higher limits upon the City's request.

SECTION 8. When necessary, in order to permit any duly authorized person or move any building or other structure across or along any street, alley, avenue, boulevard, or public place within the City, the Grantee shall temporarily raise or remove its wires, fixtures and appurtenances upon such street, alley, avenue, boulevard, thoroughfare or public place, upon seventy-two (72) hours written notice in advance from such person, such notice to bear the approval of such official as the City may designate, as such time and in such manner as may be necessary reasonably to accommodate such moving, consistently with the maintenance of proper service to the Grantee's customers; provided, however, that the cost to the Grantee of such temporary raising or removal and of any interruption of the Grantee's service to its customers caused thereby, shall first be paid or satisfactorily secured to the Grantee by the owner or mover of such building or other structure.

SECTION 9. The electric service to be furnished to the public hereunder, and all rates and charges therefore, and all regulation of the Grantee hereunder, shall at all times be subject to all rules, regulations and orders that may be lawfully prescribed by the Idaho Public Utilities Commission or by any other governmental authority now or hereafter having jurisdiction over such matters. During the term of this franchise, Grantee shall at all times assure that customers within the City have access to customer service from the Grantee as required by the Idaho Public Utilities Commission.

SECTION 10. If authorized by formal adoption of city resolution, as compensation for the right, privilege and franchise hereby granted, Grantee agrees to pay to the City on or before the 30th day of January, April, July and October, an amount equivalent to _____ percent (___%) of Grantee's "gross revenues" for the preceding calendar quarter. For purposes of this Section, "gross revenues" shall mean the amount of money billed by the Grantee for the

electricity it sells within the corporate limits of the City to customers, less uncollectibles. The City shall provide appropriate information to the Grantee to allow the Grantee to identify which of its customers are located within the corporate limits of the City for purposes of paying franchise fees. Grantee shall not be responsible for any failure to pay franchise fees which results from deficiencies in such information provided by the City. In the event the City annexes a new area into its corporate limits, the terms of this Section 10 regarding franchise fees shall not apply to the annexed area until sixty (60) days after the City has supplied the Grantees with appropriate information for the identification of the Grantee's customers within the annexed area. The Grantee's franchise fee payment obligations hereunder shall commence with the start of the Grantee's first full billing cycle following the effective date of this ordinance.

All sums which become delinquent shall accumulate interest at the statutory rate provided in Idaho Code § 28-22-104(1), as amended. The accrual of interest is not intended to waive or in any manner restrict the City's ability to elect any procedures or method of collection permissible by law to enforce all the terms and conditions of this ordinance or the franchise agreement. In addition, where the City determines by audit, financial statement or other method, that grantee has underpaid franchise fees and where payment was not received by the City within the quarter owed, the Grantee may be required to pay all fees and interest due on the total amount owed. Such franchise fee shall be listed as a separate item on the customer's utility bill.

SECTION 11. The City shall have the right during the term of this franchise agreement to increase the franchise fee hereunder up to three percent (3%), by obtaining the consent of the Grantee or the approval of a majority of voters of the City voting on the question at an election held in accordance with chapter 4, title 50, Idaho Code. Any such vote to increase the franchise fee hereunder shall provide that the increased franchise fee will apply to any electric service provider (other than the City) who utilizes the City's streets, alleys or other public places to provide electrical service within the City, during the term of this franchise agreement.

SECTION 12. The Grantee shall keep accurate books of account of the collection of the franchise fees for a period of not to exceed three years hereunder and the City shall have the right to inspect the same at all times during business hours, and from time to time audit the same for the purpose of determining gross revenues under Section 9, above.

SECTION 13. The franchise fees paid by the Grantee hereunder will be in lieu of and as payment for any tax or fee imposed by the City on the Grantee by virtue of its status as a public utility including, but not limited to, taxes, fees or charges related to easements, franchises, rights-of-way, utility lines and equipment installation, maintenance and removal during the term of this franchise agreement.

SECTION 14. The Grantee shall have the right and privilege, insofar as the City is able to grant the same, in accordance with National Arborist Association standards, of the pruning of all trees which overhang the present and future streets, alleys, highways and other public places within the corporate limits of the City, in such a manner and to such extent as will prevent the branches or limbs or other parts of such trees from touching or interfering with its wires, poles and other fixtures and equipment; provided, however, that no tree shall be pruned or cut back farther than may be reasonably necessary to prevent such interference and to allow the proper

operation and maintenance of line poles and fixtures. However, except in an emergency, no pruning shall be undertaken without giving the occupant of the adjacent property written or oral notice that such pruning will be performed.

SECTION 15. Except as otherwise provided, in consideration of Grantee's undertaking hereunder as evidenced by its acceptance hereof, the City agrees not to engage in the business of providing electrical services during the life of this franchise or any extension thereof in competition with the Grantee, its successors and assigns. Grantee acknowledges that the City maintains and operates a hydroelectric facility in Indian Creek and may construct and operate solar and wind electrical generators, which Grantee agrees would not constitute a violation of the City's covenant herein. Nothing herein contained shall be construed or deemed to prevent the City from exercising at any time any power of eminent domain granted to it under the laws of the State of Idaho. The City shall not grant a franchise to another electric service provider during the term of this franchise agreement unless the electric service provider has received approval to provide electrical service within the City from the Idaho Public Utilities Commission, and the City has imposed the same franchise fee on the electric service provider as paid by the Grantee.

SECTION 16. In the event of an amendment to the laws, rules or regulations of the City of Hailey, the State of Idaho or the Public Utilities Commission of Idaho applicable to this franchise, or for the periodic review of any section of this agreement, the terms of this franchise and the rights and privileges hereby conferred may be changed, altered, amended or modified upon mutual agreement between the City and the Grantee. In all cases, 60 days notice shall be required on the part of the City or Grantee to reopen the Agreement pursuant to this section.

SECTION 17. Any violation by the Grantee of the provisions of this ordinance, franchise and grant or any material portions thereof or the failure promptly to perform any of the provisions thereof shall be cause for the forfeiture of this franchise and grant and all rights hereunder by the City after sixty (60) days' written notice to the Grantee and the continuance of such violation, failure or default; however, this provision shall not prevent the Grantee from submitting such question of violation or forfeiture to the appropriate forum (which may include the district court having jurisdiction or the Idaho Public Utilities Commission) for determination.

SECTION 18. Sale, assignment or lease of this franchise is prohibited without notification of the City, in which case the successor shall be bound by all the terms and conditions of this franchise.

SECTION 19. The Grantee shall assume the cost of publication of this franchise as such publication is required by law.

SECTION 20. The Grantee shall within thirty (30) days after final passage of this ordinance, file with the City Clerk its acceptance of this franchise in writing signed by its proper officers and attested by its corporate seal.

SECTION 21. If any section, paragraph, sentence or provision hereof or the application thereof to any particular circumstances shall ever be held invalid or unenforceable, such holding

shall not affect the remainder hereof, which shall continue in full force and effect and applicable to all circumstances to which it may validly apply.

SECTION 22. All Ordinances, including Hailey Ordinance No. 753, or parts thereof in conflict herewith are hereby repealed and rescinded.

SECTION 23. This Ordinance shall be in full force and effect on July 1, 2010, and after its passage, approval and publication according to law.

PASSED AND ADOPTED by the Council of the City of Hailey this ____ day of _____, 2010.

ATTEST

Richard L. Davis, Mayor
City of Hailey

Mary Cone, City Clerk

(Seal)

ACCEPTANCE

IDAHO POWER COMPANY, as the franchisee, accepts the franchise set forth in the above Ordinance and agrees to abide by the terms and conditions thereof.

DATED this ____ day of _____, 2010.

IDAHO POWER COMPANY

ATTEST

By _____
Dan Minor
Executive Vice President – Operations

Secretary

(Seal)

City of Hailey

Just Bag It! Quarterly Performance Report

January 1 – March 31, 2010

U.S. Environmental Protection Agency
Assistance Agreement No. X1-00J05301

Actual Accomplishments Compared to Established Outputs/Outcomes

Hailey held a project kick-off meeting on January 6, and has had three subsequent project progress meetings: February 2, February 26 and March 18.

The following schedule is taken directly from Hailey's grant application, and is inserted here for reference:

Task	Completion	Task	Completion
1. Est. program partners	2/1/10	12. Public Art Contest	6/1/10
2. Partner logos rec'd	2/15/10	13. YouTube video #2	7/1/10
3. Create reverse graphic and EPA/Hailey logo	2/15/10	14. Proclamation to establish plastic bag free day	8/1/10
4. School poster contest	3/1/10	15. School logo contest #1	9/1/10
5. Posters to partners	3/22/10	16. School logo contest #2	9/15/10
6. Print/dist. merchant bags	4/1/10	17. School logo contest #3	10/1/10
7. <i>Just Bag It!</i> brochure	4/1/10	18. Display Ad #2	10/15/10
8. Create project blog	4/15/10	19. Print/dist. school bags	11/15/10
9. Display Ad #1	4/15/10	20. Display Ad #3	12/15/10
10. Kick off event	4/22/10	21. Business survey	1/15/11
11. YouTube video #1	5/1/10		

Three of the project partners were defined in Hailey's grant application: Albertsons and Atkinsons (grocery stores) and the Hailey Chamber of Commerce. The partners were quickly expanded to six, with King's (variety store), the Wood River Farmer's Market and the Environmental Resource Center (ERC) joining the project. The farmers market and ERC contributed \$750 each to the project, and the City of Hailey contributed an additional \$1,000 in cash, allowing us to increase our reusable bag order from 3,000 to 4,500 bags. Oasis Bags, a Canadian company, heard about our project through the grapevine, and donated 100 reusable bags for only the cost of the shipping (\$20). The Gold Mine (a local thrift store) has donated about 100 reusable bags to the project, as well.

The team was able to acquire plastic bag purchase figures from Albertsons, Atkinsons and Kings for 2009, thus establishing a baseline against which to measure progress. Those figures are: Kings – 60,000 regular size and 5,500 larger size; Atkinsons – 700,000; Albertsons – 1,732,000. These three partners have committed to making April 22, Earth Day, a bag free day in their stores and will be distributing the project's reusable bags that day (in addition to some of their own collected boxes and bags, and some gently used bags that have been collected throughout



the quarter by the project team). Albertsons reports that in the first quarter of 2010, they have sold 578 of their own reusable bags (which they sell at cost), compared to 174 sold for this quarter last year. (Albertsons regionally will be holding a reusable bag sales contest for its checkers from 4/14 to 4/30/10; they will have decals on their doors promoting reusable bags and an Iron Man sign on the front sidewalk to remind customers to bring their bags into the store.) Atkinsons also sells its own reusable bags at cost.

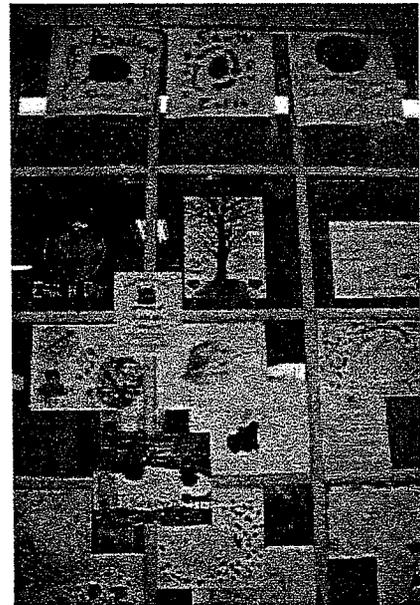
Outreach and publicity accomplishments include a KMVT Channel 11 news story (aired across southern Idaho), a radio interview with team members (aired locally), February, March and April stories in the city's newsletter (mailed to all Hailey households), a *Just Bag It!* brochure produced and mailed along with the newsletter, and coverage in the local newspapers. Also, the first display ad (which will run twice in April in advance of Earth Day) has been designed and finalized. A second version of the brochure has also been finalized, including a Spanish version, and will be distributed throughout April and the rest of the year. All press releases and program announcements are posted on the city's website, and the team also created a *Just Bag It!* web page on the city's website (<http://www.haileycityhall.org/HELP/JustBagIt.asp>), which currently has information about the YouTube Video Contest (see next paragraph). In the months ahead, the team plans to expand the content of this website. Copies of printed publicity and outreach materials are attached.

At the project kick-off meeting, the team determined to move the first YouTube Video Contest up in the project schedule, in order to announce a winner in time for our kick off event on April 8. Originally scheduled for May, the contest was conducted in March (deadline March 30). Go to <http://www.youtube.com/watch?v=tuHnhCyYOLo&feature=related> to see the winning video.

The team also agreed that the project blog listed in the grant application's project schedule would be more effective if presented as a Facebook page; that page is called "There Is No Planet B" and is being used to connect high school students to local environmental events, including the bag free day and other activities promoted by this project. The poster contest was also conducted during the first quarter, with an announcement of the winner to occur at the kick off event; a copy of the winning poster design is attached. The team also issued a Call to Artists to design, build and install a temporary public art project made from used plastic bags, with the artist selection scheduled for April 6. A copy of the Call to Artists is attached.

A number of community- and participant-driven activities have blossomed as a result of the project, and the team has embraced and supported these activities. Two examples are included below.

Example 1: A local 3rd grade art class used fabric paint to design their own reusable bags. The school purchased the bags and the paint, and the class discussed the need and the purpose of the effort before deciding on their designs. All of the classes' bags are hanging on display in the partner stores to promote the reduced use of plastic bags. See photos right and next page.



Example 2: The Hailey Public Library hosted a “Learn to Crochet” series, and one evening taught participants to crochet reusable bags out of used plastic bags (cut into strips to make the material). A trend seems to have begun; the team has spotted a number of these bags in a variety of locations around town. See photo bottom right.

The project’s reusable bags were designed, ordered, received and distributed to the project partners. The team followed the Disadvantaged Business Enterprise Requirements in selecting the reusable bag vendor, using the Small Business Administration’s DSBS database and knowledge of local businesses to create a bidder’s list. The request for quotes was sent to this bidder’s list, which included a strong representation of minority/women owned firms. The request also encouraged minority/women owned firms to apply. The contract was ultimately awarded to Stewart Marketing, an Oregon State Certified Minority Owned business in Portland, Oregon. A reusable bag is being sent under separate cover.

Throughout the first quarter, as a result of the team’s extensive outreach and publicity efforts, 15 businesses and community organizations joined the project as participants. These participants have committed to Earth Day, April 22 as a bag free day, and also have their own unique plans for celebrating Earth Day. Each participant has received either a tabletop tent to use in their establishment, listing their activities, and/or a poster for their doors and cash registers. A second poster was also given listing the reasons for reducing plastic bag consumption. Copies of the tabletop card and posters are attached. The list of participants continues to grow weekly.

Cost Performance

A project budget summary is attached, and shows that the project is on budget. The original approved budget total (including EPA grant of \$8,943 and city match of \$6,179) of \$15,122, has been increased to \$17,622 as a result of three contributions: \$750 from the ERC, \$750 from the Wood River Farmers Market, and an additional \$1,000 from the City of Hailey, all to increase the number of reusable bags purchased.

Labor and expense costs to date total \$9,627.74, with \$7,994.26 remaining in the project budget. With an estimated \$3,300 in expenses still to come, there is a remainder of \$4,694.26 to cover labor costs.

