

**AGENDA ITEM SUMMARY**

DATE: 04/22/2009 DEPARTMENT: Hailey Arts Commission DEPT. HEAD SIGNATURE: \_\_\_\_\_

**SUBJECT:**

National Endowment for the Arts Grant Application for  
The J.C. Fox Building Mural Project

**AUTHORITY:**  ID Code \_\_\_\_\_  IAR \_\_\_\_\_  City Ordinance/Code 2.32, 3.08  
(IF APPLICABLE)

**BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:**

The Hailey Arts Commission has prepared the attached grant application for the J.C. Fox Building Mural project. The funding requested from the National Endowment for the Arts is \$10,000. The commission has pending grant applications with the Idaho Power Foundation (\$10,000) and the Idaho Community Foundation's Deer Creek Fund (\$5,000), and has secured \$2,940 of in-kind contributions from local businesses. The City Council allocated \$10,000 late last year to the project. The project budget is \$22,940.

At this time, the Hailey Arts Commission is seeking formal authorization by the city council and Mayor Rick Davis to submit the application online.

**FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS**

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

**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:**

Approve request to submit application online.

**ADMINISTRATIVE COMMENTS/APPROVAL:**

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

**ACTION OF THE CITY COUNCIL:**

Date \_\_\_\_\_  
City Clerk \_\_\_\_\_

**FOLLOW-UP:**

\*Ord./Res./Agmt./Order Originals: \_\_\_\_\_ \*Additional/Exceptional Originals to: \_\_\_\_\_  
Copies (all info.): \_\_\_\_\_ Copies  
Instrument # \_\_\_\_\_

Opportunity Title:	NEA Challenge America: Reaching Every Community Fast-Tr
Offering Agency:	National Endowment for the Arts
CFDA Number:	45.024
CFDA Description:	Promotion of the Arts Grants to Organizations and Indiv
Opportunity Number:	2009NEA01CAFT
Competition ID:	NONE
Opportunity Open Date:	01/30/2009
Opportunity Close Date:	05/28/2009
Agency Contact:	Challenge America: Reaching Every Community Fast-Track Review Grants Specialists: fasttrack@arts.gov or 202/682-5700

This electronic grants application is intended to be used to apply for the specific Federal funding opportunity referenced here.

If the Federal funding opportunity listed is not the opportunity for which you want to apply, close this application package by clicking on the "Cancel" button at the top of this screen. You will then need to locate the correct Federal funding opportunity, download its application and then apply.

This opportunity is only open to organizations, applicants who are submitting grant applications on behalf of a company, state, local or tribal government, academia, or other type of organization.

\* Application Filing Name:

**Mandatory Documents**

Move Form to Complete

Move Form to Delete

**Mandatory Documents for Submission**

~~Application for Federal Domestic Assistance Sho~~

NEA Supplemental Information

NEA Organization & Project Profile

Attachments

**Optional Documents**

Move Form to Submission List

Move Form to Delete

**Optional Documents for Submission**

**Instructions**

- 1** Enter a name for the application in the Application Filing Name field.

  - This application can be completed in its entirety offline; however, you will need to login to the Grants.gov website during the submission process.
  - You can save your application at any time by clicking the "Save" button at the top of your screen.
  - The "Save & Submit" button will not be functional until all required data fields in the application are completed and you clicked on the "Check Package for Errors" button and confirmed all data required data fields are completed.
- 2** Open and complete all of the documents listed in the "Mandatory Documents" box. Complete the SF-424 form first.

  - It is recommended that the SF-424 form be the first form completed for the application package. Data entered on the SF-424 will populate data fields in other mandatory and optional forms and the user cannot enter data in these fields.
  - The forms listed in the "Mandatory Documents" box and "Optional Documents" may be predefined forms, such as SF-424, forms where a document needs to be attached, such as the Project Narrative or a combination of both. "Mandatory Documents" are required for this application. "Optional Documents" can be used to provide additional support for this application or may be required for specific types of grant activity. Reference the application package instructions for more information regarding "Optional Documents".
  - To open and complete a form, simply click on the form's name to select the item and then click on the => button. This will move the document to the appropriate "Documents for Submission" box and the form will be automatically added to your application package. To view the form, scroll down the screen or select the form name and click on the "Open Form" button to begin completing the required data fields. To remove a form/document from the "Documents for Submission" box, click the document name to select it, and then click the <= button. This will return the form/document to the "Mandatory Documents" or "Optional Documents" box.
  - All documents listed in the "Mandatory Documents" box must be moved to the "Mandatory Documents for Submission" box. When you open a required form, the fields which must be completed are highlighted in yellow with a red border. Optional fields and completed fields are displayed in white. If you enter invalid or incomplete information in a field, you will receive an error message.
- 3** Click the "Save & Submit" button to submit your application to Grants.gov.

  - Once you have properly completed all required documents and attached any required or optional documentation, save the completed application by clicking on the "Save" button.
  - Click on the "Check Package for Errors" button to ensure that you have completed all required data fields. Correct any errors or if none are found, save the application package.
  - The "Save & Submit" button will become active; click on the "Save & Submit" button to begin the application submission process.
  - You will be taken to the applicant login page to enter your Grants.gov username and password. Follow all onscreen instructions for submission.

APPLICATION FOR FEDERAL DOMESTIC ASSISTANCE - Short Organizational

\* 1. NAME OF FEDERAL AGENCY:  
 National Endowment for the Arts

2. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER:  
 45.024  
 CFDA TITLE:  
 Promotion of the Arts\_Grants to Organizations and Individuals

\* 3. DATE RECEIVED: Completed Upon Submission to Grants.gov SYSTEM USE ONLY

\* 4. FUNDING OPPORTUNITY NUMBER:  
 2009NEA01CAFT  
 \* TITLE:  
 NEA Challenge America: Reaching Every Community Fast-Track Review Grants, FY2010

5. APPLICANT INFORMATION

\* a. Legal Name:  
 City of Hailey

b. Address:  
 \* Street1: 115 South Main St. Street2: Suite H  
 \* City: Hailey County:  
 \* State: ID: Idaho Province:  
 \* Country: USA: UNITED STATES \* Zip/Postal Code: 83333-8408

c. Web Address:  
 http:// www.haileycityhall.org

* d. Type of Applicant: Select Applicant Type Code(s): C: City or Township Government Type of Applicant: Type of Applicant: * Other (specify):	* e. Employer/Taxpayer Identification Number (EIN/TIN): 82-6000201 * f. Organizational DUNS: 169191517 * g. Congressional District of Applicant: ID-002
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6. PROJECT INFORMATION

\* a. Project Title:  
 J.C. Fox Building Mural

\* b. Project Description:  
 To support the creation of the J.C. Fox Building Mural, a 25' x 9' mural on the west wall of the public meeting room in the historic J.C. Fox Building (Hailey City Hall). The mural will depict Hailey's history up to the modern day, emphasizing both the cultural diversity and natural beauty of Hailey. The mural will be accessible to the entire Hailey community, evoking a strong sense of place and identity, and engendering civic pride.

c. Proposed Project: \* Start Date: 01/01/2010 \* End Date: 12/31/2010

APPLICATION FOR FEDERAL DOMESTIC ASSISTANCE - Short Organizational

Version 01

7. PROJECT DIRECTOR

Social Security Number (SSN) - Optional:

000-00-

Disclosure of SSN is voluntary. Please see the application package instructions for the agency's authority and routine uses of the data.

Prefix: Ms.	* First Name: Tracy	Middle Name:
* Last Name: Anderson	Suffix:	
* Title: Public Art Coordinator	* Email: tracy.anderson@haileycityhall.org	
* Telephone Number: 208-788-4221	Fax Number: 208-788-2924	
* Street1: 115 South Main St.	Street2: Suite H	
* City: Hailey	County: Blaine	
* State: ID: Idaho	Province:	
* Country: USA: UNITED STATES	* Zip/Postal Code: 83333-8408	

8. PRIMARY CONTACT/GRANTS ADMINISTRATOR

<input checked="" type="checkbox"/> Same as Project Director (skip to item 9):	Social Security Number (SSN) - Optional: 000-00- <input type="text"/> Disclosure of SSN is voluntary. Please see the application package instructions for the agency's authority and routine uses of the data.	
Prefix: Ms.	* First Name: Tracy	Middle Name:
* Last Name: Anderson	Suffix:	
* Title: Public Art Coordinator	* Email: tracy.anderson@haileycityhall.org	
* Telephone Number: 208-788-4221	Fax Number: 208-788-2924	
* Street1: 115 South Main St.	Street2: Suite H	
* City: Hailey	County: Blaine	
* State: ID: Idaho	Province:	
* Country: USA: UNITED STATES	* Zip/Postal Code: 83333-8408	

APPLICATION FOR FEDERAL DOMESTIC ASSISTANCE - Short Organizational		Version 01
9. * By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties (U.S. Code, Title 218, Section 1001)		
** I Agree <input checked="" type="checkbox"/>		
** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.		
<b>AUTHORIZED REPRESENTATIVE</b>		
Prefix: <input type="text" value="Ms."/>	* First Name: <input type="text" value="Heather"/>	Middle Name: <input type="text"/>
* Last Name: <input type="text" value="Dawson"/>		Suffix: <input type="text"/>
* Title: <input type="text" value="City Administrator"/>		* Email: <input type="text" value="heather.dawson@haileycityhall.org"/>
* Telephone Number: <input type="text" value="208-788-4221"/>		Fax Number: <input type="text" value="208-788-2924"/>
* Signature of Authorized Representative: <input type="text" value="Completed by Grants.gov upon submission."/>		* Date Signed: <input type="text" value="Completed by Grants.gov upon submission."/>

Authorized for Local Reproduction

Standard Form 424 Organization Short (04-2005)  
 Prescribed by OMB Circular A-102

# National Endowment for the Arts

OMB Number: 3135-0112  
Expiration Date: 11/30/2010

## Supplemental Information

### 1. Applicant

\* Legal Name:

Popular name (if different):

\* For this application, the applicant is serving as a:

\* For:

\* Total organizational operating expenses for the most recently completed fiscal year: \$

\* For year ending (Month/Year, e.g., 00/0000):

### 2. Application Information

\* Project Field/Discipline:

\* Category:

\* Intended Outcome (select one):

- A1Z: Artists and arts organizations have opportunities to create, interpret, present, and perform artistic work.
- AA2Z: Artistic works and cultural traditions are preserved.
- A3Z: Organizations enhance their ability to realize their artistic and public service goals.
- A4Z: Audiences throughout the nation have opportunities to experience a wide range of art forms and activities.
- A5Z: The arts contribute to the strengthening of communities.

- B1Z: Children and youth will demonstrate increased levels of appreciation, knowledge, and understanding of and skills in the arts based on the application of national, state, or local arts education
- B2Z: Teachers, artists, and others will demonstrate increased knowledge and skills necessary to engage children and youth in arts learning consistent with national, state, or local arts education standards.
- B3Z: National, state, and local entities demonstrate a commitment to arts learning for children and youth consistent with national, state, or local arts education standards.

### 3. Project Budget Summary

* Amount Requested:	\$	<input type="text" value="10,000.00"/>
* Total Match for this Project:	\$	<input type="text" value="12,900.00"/>
* Total Project Costs:	\$	<input type="text" value="22,900.00"/>

# Organization & Project Profile

OMB Number: 3135-0112  
Expiration Date: 11/30/2010

\* Applicant (official IRS name):

The National Endowment for the Arts collects basic descriptive information about all applicants and their projects. The information below will help the Arts Endowment to comply with the Government Performance and Results Act (GPRA) and will be used to develop statistical profiles of the projects that it funds to report to Congress and the public. While your responses will not be a factor in the review of your application, this form is a required part of all application packages.

## PART 1

This section collects information about the applicant. If you are a parent organization or the lead member of a consortium, your responses should relate to your organization, not the group or component on whose behalf you are applying.

\* A. ORGANIZATIONAL STATUS: Select the one item which best describes the legal status of the organization:

- |  |  |  |
|--|--|--|
| <input type="checkbox"/> 02: Nonprofit organization          | <input type="checkbox"/> 05: State government  | <input type="checkbox"/> 07: County government |
| <input checked="" type="checkbox"/> 08: Municipal government | <input type="checkbox"/> 09: Tribal government | <input type="checkbox"/> 99: None of the above |

\* B. ORGANIZATIONAL DESCRIPTION: The following codes work in conjunction with the Organizational Discipline codes in C. below. (e.g., select "Performing Group" here and "Theater" below to indicate that your organization is a theater company). Select the one item which best describes the organization:

- |   |   |   |   |
|---|---|---|---|
| <input type="checkbox"/> 49: Artists' Community, Arts Institute or Camp | <input type="checkbox"/> 32: Community Service Organization | <input type="checkbox"/> 12: Independent Press    | <input type="checkbox"/> 03: Performing Group                       |
| <input type="checkbox"/> 15: Arts Center                                | <input type="checkbox"/> 14: Fair or Festival               | <input type="checkbox"/> 27: Library              | <input type="checkbox"/> 47: Presenter/Cultural Series Organization |
| <input type="checkbox"/> 16: Arts Council or Agency                     | <input type="checkbox"/> 30: Foundation                     | <input type="checkbox"/> 13: Literary Magazine    | <input type="checkbox"/> 19: School District                        |
| <input type="checkbox"/> 17: Arts Service Organization                  | <input type="checkbox"/> 10: Gallery/Exhibition Space       | <input type="checkbox"/> 11: Media-Film           | <input type="checkbox"/> 48: School of the Arts                     |
| <input type="checkbox"/> 26: College or University                      | <input checked="" type="checkbox"/> 38: Government          | <input type="checkbox"/> 45: Media-Radio          | <input type="checkbox"/> 50: Social Service Organization            |
|   | <input type="checkbox"/> 28: Historical Society/Commission  | <input type="checkbox"/> 46: Media-Television     | <input type="checkbox"/> 18: Union or Professional Association      |
|   | <input type="checkbox"/> 29: Humanities Council or Agency   | <input type="checkbox"/> 08: Museum-Art           | <input type="checkbox"/> 99: None of the above                      |
|   |   | <input type="checkbox"/> 09: Museum-Other         |   |
|   |   | <input type="checkbox"/> 07: Performance Facility |   |

\* C. ORGANIZATIONAL DISCIPLINE: Select the one item which best describes the organization's area of work in the arts (not the project for which it is applying):

- |  |   |   |  |
|--|---|---|--|
| <input type="checkbox"/> 07: Crafts                    | <input type="checkbox"/> 10: Literature       | <input type="checkbox"/> 03A: Opera                 | <input type="checkbox"/> 11: Interdisciplinary |
| <input type="checkbox"/> 01: Dance                     | <input type="checkbox"/> 09: Media Arts       | <input type="checkbox"/> 08: Photography            | <input type="checkbox"/> 14: Multidisciplinary |
| <input type="checkbox"/> 06: Design                    | <input type="checkbox"/> 02: Music            | <input type="checkbox"/> 04: Theater                | <input type="checkbox"/> 99: None of the above |
| <input type="checkbox"/> 12: Folklife/Traditional Arts | <input type="checkbox"/> 03B: Musical Theater | <input checked="" type="checkbox"/> 05: Visual Arts |  |
| <input type="checkbox"/> 13: Humanities                |   |   |  |

# Organization & Project Profile (continued)

\* Applicant (official IRS name):

**D. ORGANIZATIONAL RACE/ETHNICITY (OPTIONAL):** Select the one item which best describes the predominant racial/ethnic identity of the organization. If at least half of the board, staff, or membership belongs to one of the listed racial/ethnic groups, use that designation. If no one group predominates, select "General":

- |  |   |   |                                     |
|--|---|---|-------------------------------------|
| <input type="checkbox"/> N: American Indian or Alaska Native | <input type="checkbox"/> B: Black or African American | <input type="checkbox"/> O: Native Hawaiian or Other Pacific Islander | <input type="checkbox"/> G: General |
| <input type="checkbox"/> A: Asian                            | <input type="checkbox"/> H: Hispanic or Latino        | <input type="checkbox"/> W: White                                     |                                     |

**E. ACCESSIBILITY (OPTIONAL):** Check below as applicable to indicate if the organization's board or staff includes an older adult (65 years of age or older) or a person with a disability (a physical or mental impairment that substantially limits one or more major life activities); otherwise leave blank.

- Older Adults                       Individuals with Disabilities

## PART II

This section collects information about the project.

\* **A. PROJECT DISCIPLINE:** Select the one item which best describes the project discipline or subject matter:

- |  |   |  |  |
|--|---|--|--|
| <input type="checkbox"/> 07: Crafts                    | <input type="checkbox"/> 09: Media Arts -                 | <input type="checkbox"/> 03B: Musical Theater                | <input type="checkbox"/> 11: Interdisciplinary |
| <input type="checkbox"/> 01: Dance -                   | <input type="checkbox"/> 09B: Audio                       | <input type="checkbox"/> 03A: Opera                          | <input type="checkbox"/> 14: Multidisciplinary |
| <input type="checkbox"/> 01A: Ballet                   | <input type="checkbox"/> 09A: Film                        | <input type="checkbox"/> 08: Photography                     | <input type="checkbox"/> 99: None of the above |
| <input type="checkbox"/> 01C: Modern                   | <input type="checkbox"/> 09C: Video                       | <input type="checkbox"/> 04: Theater -                       |  |
| <input type="checkbox"/> 06: Design                    | <input type="checkbox"/> 09D: Technology/<br>Experimental | <input type="checkbox"/> 04E: Theater for Young<br>Audiences |  |
| <input type="checkbox"/> 12: Folklife/Traditional Arts | <input type="checkbox"/> 02: Music -                      | <input checked="" type="checkbox"/> 05: Visual Arts          |  |
| <input type="checkbox"/> 10: Literature                | <input type="checkbox"/> 02B: Chamber                     |  |  |
|  | <input type="checkbox"/> 02C: Choral                      |  |  |
|  | <input type="checkbox"/> 02F: Jazz                        |  |  |
|  | <input type="checkbox"/> 02D: New                         |  |  |
|  | <input type="checkbox"/> 02I: Orchestral                  |  |  |

**B. PROJECT RACE/ETHNICITY (OPTIONAL):** Select the one item which best describes the predominant racial/ethnic identity of the project. If the majority of activities are intended to involve or act as a clear expression or representation of the cultural traditions of one particular group, or deliver services to a designated population listed below, choose that group. If the activity is not designated to represent or reach any one particular group, select "General":

- |  |   |   |                                     |
|--|---|---|-------------------------------------|
| <input type="checkbox"/> N: American Indian or Alaska Native | <input type="checkbox"/> B: Black or African American | <input type="checkbox"/> O: Native Hawaiian or Other Pacific Islander | <input type="checkbox"/> G: General |
| <input type="checkbox"/> A: Asian                            | <input type="checkbox"/> H: Hispanic or Latino        | <input type="checkbox"/> W: White                                     |                                     |

Organization & Project Profile (continued)

\* Applicant (official IRS name):

\* C. ACTIVITY TYPE: Select the one item which best describes the main activity of the project:

<input checked="" type="checkbox"/> 04: Artwork Creation <input type="checkbox"/> 05: Concert/Performance/Reading <input type="checkbox"/> 06: Exhibition <input type="checkbox"/> 08: Fair/Festival <input type="checkbox"/> 09: Identification/Documentation <input type="checkbox"/> 16: Recording/Filming/Taping <input type="checkbox"/> 17: Publication	<input type="checkbox"/> 28: Writing About Art/Criticism <input type="checkbox"/> 18: Repair/Restoration/Conservation <input type="checkbox"/> 22: Seminar/Conference <input type="checkbox"/> 25: Apprenticeship <input type="checkbox"/> 02: Audience Services <input type="checkbox"/> 36: Broadcasting <input type="checkbox"/> 24: Distribution of Art <input type="checkbox"/> 13: Marketing <input type="checkbox"/> 14: Professional Support: Administrative	<input type="checkbox"/> 15: Professional Support: Artistic <input type="checkbox"/> 29: Professional Development/Training <input type="checkbox"/> 19: Research/Planning <input type="checkbox"/> 33: Building Public Awareness <input type="checkbox"/> 34: Technical Assistance <input type="checkbox"/> 12: Arts Instruction	<input type="checkbox"/> 20: School Residency <input type="checkbox"/> 21: Other Residency <input type="checkbox"/> 31: Curriculum Development/Implementation <input type="checkbox"/> 30: Student Assessment <input type="checkbox"/> 35: Web Site/Internet Development <input type="checkbox"/> 99: None of the above
---	--	---	--

D. PROJECT DESCRIPTORS: Select up to four items that represent a significant aspect of the project:

<input checked="" type="checkbox"/> 9F: Accessibility <input checked="" type="checkbox"/> 9O: Arts for Older Adults	<input checked="" type="checkbox"/> 9L: Arts for Youth <input type="checkbox"/> 9E: Arts for "At Risk" Persons (Adults or Youth) <input type="checkbox"/> 9Q: Arts and Health/Healing	<input type="checkbox"/> 9D: Arts for Inner-City Communities <input checked="" type="checkbox"/> 9C: Arts for Rural Communities <input type="checkbox"/> 9I: International Activity <input type="checkbox"/> 9B: Touring	<input type="checkbox"/> 9M: Presenting <input type="checkbox"/> 9A: Computer/Digital Technology
--	---	---	---

\* E. ARTS EDUCATION: Select the one response that best characterizes the extent to which this project involves arts education (i.e., systematic educational efforts with measurable outcomes designed to increase knowledge of and/or skills in the arts):

<input type="checkbox"/> 99: None <input checked="" type="checkbox"/> 02: Some, but less than 50%	<b>50% or more with activities primarily directed to:</b> <input type="checkbox"/> 01A: K-Grade 12 Students <input type="checkbox"/> 01D: Adult Learners <input type="checkbox"/> 01C: Pre-Kindergarten Children <input type="checkbox"/> 01B: Higher Education Students <input type="checkbox"/> 01: Multiple Groups of Learners
--	--

# Organization & Project Profile (continued)

\* Applicant (official IRS name):

For items F. and G. below, your figures should encompass only those activities and individuals directly affected by or involved in your project during the "Period of Support" that you have indicated for your project (with one exception for broadcasts as noted in help tip for that item). Leave blank any items that are not applicable or for which you do not have actual figures or reasonable estimates.

## F. PROJECT ACTIVITY:

<input type="text" value="1"/>	# of artwork(s) to be created	<input type="text" value="1"/>	# of artworks to be identified/documented
<input type="text"/>	# of concerts/performances/readings	<input type="text"/>	# of artists' residencies.
<input type="text" value="7"/>	# of lectures/demonstrations/ workshops/symposiums	<input type="text" value="4"/>	# of schools (pre-K through grade 12) that will actively participate
<input type="text"/>	# of exhibitions to be curated/presented	<input type="text"/>	# of organizational partners
<input type="text" value="1"/>	# of books and/or catalogues to be published	<input type="text"/>	# of apprenticeships/internships
<input type="text"/>	# of artworks to be conserved/restored to save or prevent from decay or destruction	<input type="text"/>	# of hours to be broadcast on radio, television, or cable

## G. PARTICIPANTS/AUDIENCES BENEFITING:

<input type="text" value="100"/>	# of artists	<input type="text" value="24,000"/>	Total # of individuals benefiting
<input type="text" value="10"/>	# of teachers	<input type="text"/>	For radio, television, and cable broadcasts, total audience
<input type="text" value="400"/>	# of children/youth		

## ATTACHMENTS FORM

**Instructions:** On this form, you will attach the various files that make up your grant application. Please consult with the appropriate Agency Guidelines for more information about each needed file. Please remember that any files you attach must be in the document format and named as specified in the Guidelines.

**Important:** Please attach your files in the proper sequence. See the appropriate Agency Guidelines for details.

1) Please attach Attachment 1	<input type="text"/>	Add Attachment	Delete Attachment	View Attachment
2) Please attach Attachment 2	<input type="text"/>	Add Attachment	Delete Attachment	View Attachment
3) Please attach Attachment 3	<input type="text"/>	Add Attachment	Delete Attachment	View Attachment
4) Please attach Attachment 4	<input type="text"/>	Add Attachment	Delete Attachment	View Attachment
5) Please attach Attachment 5	<input type="text"/>	Add Attachment	Delete Attachment	View Attachment
6) Please attach Attachment 6	<input type="text"/>	Add Attachment	Delete Attachment	View Attachment
7) Please attach Attachment 7	<input type="text"/>	Add Attachment	Delete Attachment	View Attachment
8) Please attach Attachment 8	<input type="text"/>	Add Attachment	Delete Attachment	View Attachment
9) Please attach Attachment 9	<input type="text"/>	Add Attachment	Delete Attachment	View Attachment
10) Please attach Attachment 10	<input type="text"/>	Add Attachment	Delete Attachment	View Attachment
11) Please attach Attachment 11	<input type="text"/>	Add Attachment	Delete Attachment	View Attachment
12) Please attach Attachment 12	<input type="text"/>	Add Attachment	Delete Attachment	View Attachment
13) Please attach Attachment 13	<input type="text"/>	Add Attachment	Delete Attachment	View Attachment
14) Please attach Attachment 14	<input type="text"/>	Add Attachment	Delete Attachment	View Attachment
15) Please attach Attachment 15	<input type="text"/>	Add Attachment	Delete Attachment	View Attachment

Date organization was incorporated: 1881

**Mission/purpose of your organization:** In April 2006, Hailey's mayor and city council formed the Hailey Arts Commission in recognition of the important role the arts play in the cultural and economic life of the entire community of Hailey. The mission of the Hailey Arts Commission is to enhance the culture of the Hailey community by providing leadership, advocacy and support of the arts.

**Organization overview:**

- a. The City of Hailey's Arts Commission was created nearly three years ago by city leaders who recognized the intrinsic public value that arts and culture bring to our community. Since then, the commission has evolved into an organized group with a strong focus on implementation of the city's public art program. The commission also continues to provide advocacy and support for the arts in general. Key advocacy activities, both ongoing and planned, include creating an arts commission website, including an artist registry; actively supporting *A Month of Art* and *A Night of Music*, which takes place in July and includes art displayed up and down Main Street and live, free music at numerous venues throughout town; developing and hosting public art workshops and other educational opportunities about art; and developing an arts commission brochure.
- b. This would be the City of Hailey's first public art project, under its fledgling Public Art Program. However, the city has been awarded – and successfully completed – numerous other grant projects over the years. Recent projects include a water system metering conversion project (\$750,000 grant, \$1.4 million project), and a new public park project (\$110,000 grant, \$615,000 project).
- c. Hailey's population is estimated at 8,500. Hailey is situated in the Wood River Valley of Idaho, with the neighboring cities of Sun Valley, Ketchum and Bellevue all sharing the same highway corridor and various town services and amenities. These neighbor cities, all located in Blaine County, add significantly to the population figure in terms of a regional audience for public art. The two predominant ethnic groups are white (75%) and Hispanic or Latino (15%). The median household income is \$57,398. 5% of the population is under 5 years old, with 77.6% in the 18 to 64 range, and 10.2% 65 or older. 7.9% of Blaine County's families live below the poverty level, and the unemployment rate (reported in March) is 7.1%. Blaine County has a much higher cost of living than surrounding areas. Its median value of owner-occupied housing units is more than double the state average. As a result, many who work in Blaine County live in outlying areas, particularly Shoshone in neighboring Lincoln County. It is estimated that 3,000 people from outside the county commute to work in Blaine County.
- d. To reach a broad segment of the community, Hailey has launched an Arts Commission website, produces a monthly newsletter, and routinely issues press releases on a wide range of topics (including the arts). The proposed project will reach out to the student population through a series of talks by the arts commissioners and the artist in the elementary, middle and high schools, educating students both about the cultural history of Hailey and the artistic creation of the mural.

**a. Major project activities**

The City of Hailey's project is a 25' x 9' mural on the west wall of the public meeting room in Hailey City Hall (the historic J.C. Fox Building). The mural will depict Hailey's history up to the modern day, emphasizing the cultural diversity and natural beauty of Hailey.

**RFQ CALL TO ARTISTS / SELECTION.** Blaine County artists will be eligible to apply. Hailey will use a process defined in its *Public Art Guidelines* (see copy in two-pocket folder); this includes extensive media advertising, a workshop for artists and an open house with finalists.

**PRODUCTION PHASE.** The mural will be produced in the artist's studio, on panels. A collaboration between the Hailey Arts Commission and the artist will result in a minimum of four student tours (two elementary, middle and high schools). Bi-weekly progress meetings will keep the project on track. Progress reports will be created and posted on the city's website, and media opportunities will be sought to advocate for public art in the community.

**BROCHURE.** Photographs will be taken of the mural in progress, student involvement, transportation, installation and the dedication ceremony. Artist notes will be recorded. These elements will be combined into a brochure describing the process and project.

**INSTALLATION.** The mural will be transported to the J.C. Fox Building and installed.

**DEDICATION CEREMONY.** A dedication ceremony will bring the community together to celebrate the new artwork. The dedication will be publicized, open to all, and will feature an artist lecture and remarks by public officials.

**b. Goals**

Educate the community about Hailey's rich and diverse cultural heritage. This includes Basque, Peruvian, Chinese and Hispanic workers in the area, spanning more than 100 years.

Offer an opportunity to students to learn about the artistic process and cultural history of Hailey.

Preserve and communicate Hailey's identity and engender civic pride, and create a brochure about the project to distribute to the schools and the public at large.

Demonstrate the City of Hailey's commitment to public art in an effective way, leading to increased interest and support of public art in our city.

**c. Outcome**

The project will strengthen our community by reaching out to students via classroom visits (elementary, middle, high schools) to be conducted by the arts commission and the artist.

Hailey's rapid growth in the last decade has resulted in a city on the brink of losing its identity. The mural will answer the question, "What does it mean to be from – and live in – Hailey?" Incorporating historical elements and emphasizing cultural diversity will promote an understanding of Hailey's identity and present a positive view of a culturally diverse city, thereby strengthening our community.

Creation and distribution of a brochure about the project will be commemorative as well as educational...something citizens will share with friends and relatives, and also something to enhance the learning experience for the students. In this way, the project becomes both educational and a point of civic pride, and strengthens our community in the process.

Hailey's formal public art program is in the early stages of active development. Completing the J.C. Fox Building Mural will demonstrate the city's commitment to public art. The various artist and public involvement steps (artists' workshop, final proposals on display/open house, student visits, and artist's lecture at dedication ceremony) will present public art in a manner not previously seen in Hailey. The project represents a leap forward for the arts in our city, and lays the foundation for future projects which will benefit and strengthen community life.

#### d. How the project will benefit underserved populations

The Wood River Valley, as a resort area, has benefits that are unparalleled by other areas of its size in Idaho. However, the student population of Hailey – the location of the only public middle and high schools, and where most of the working class and families live – has limited opportunities for participating in the larger scheme of activities offered. This project, through a series of classroom visits and distribution of the project brochure, will provide an opportunity to balance education and understanding of history.

#### e. Schedule

- **Call for Artists / Request for Qualifications** – January 2010
- **Artist Workshop / How to Apply** – January 2010
- **Selection Panel Composed** – February 2010
- **Review Submissions / Select Finalists** – March 2010
- **Proposals on Display for Comment / Public Meeting with Artists** – May 2010
- **Finalist Interviews / Panel Selects Artist** – June 2010
- **Commission and Council Review and Approval** – June 2010
- **Contract Award & Production** – July – November 2010
- **Installation & Dedication Ceremony** – December 2010

#### f. Selection of artists or personnel

Hailey will use its *Public Art Guidelines* in carrying out the artist selection process. The commission and project manager will create and issue the *Call for Artists - Request for Qualifications* (see draft in two-pocket folder). The RFQ will define the project scope, the project timeline and the budget. The RFQ will detail the project process, from the artist workshop to installation of the final work to the dedication ceremony, and will call out the responsibilities of the artist in this process. Blaine County artists will be eligible to apply.

Once the RFQ is issued, an artist workshop will be held to assist artists in understanding the project scope and how to submit a qualifications package for the project.

The Hailey Arts Commission will appoint the selection panel, consisting of city staff, elected officials or their designee, an arts commissioner, a community representative, and an artist.

The selection panel will select not more than three finalists. The finalists will produce a design proposal, which will be placed on display for a public meeting / open house with the artists.

The selection panel will interview the three finalists, and recommend a final selection to the Hailey Arts Commission, who will approve the selection and forward the recommendation to the Hailey City Council.

**Tracy Anderson**

City of Hailey Public Art Coordinator

Project Role: Project Manager

Ms. Anderson is the City of Hailey's Public Art Coordinator, responsible for administration and implementation of the city's Public Art Program. Key tasks in this role include working closely with the Hailey Arts Commission, public art planning and project development, project coordination and management, fundraising, and communications in support and advocacy of the arts in Hailey. Recent accomplishments in this role include concept development and production of the Hailey Arts Commission website; implementation of newly adopted *Public Art Guidelines*, with a particular focus on public art planning, coordination with city departments, and reporting; reaching out to the private sector development community to advocate for the inclusion of public art in private projects; and project development and fundraising for the J.C. Fox Building Mural project.

Other responsibilities for the City of Hailey include planning and editing the city's website and newsletter, administering the city's business licensing system, and assisting with records management planning and administration.

Prior to joining the City of Hailey in 2004, Ms. Anderson worked in the marketing department of a mid-sized consulting engineering firm for 17 years, serving as both a department manager and a business development coordinator during that time.

**Mark Johnstone**

Chair – Hailey Arts Commission

Project Role: Technical Support

Mark Johnstone is an author, curator and educator and public art advocate. Since 2004, he has lived in Hailey, Idaho, where he is Chair of the Arts Commission and serves on the Planning and Zoning Commission. He also has been a consultant for the Sun Valley Center for the Arts, Idaho Commission on the Arts and Idaho Humanities Council. He has written extensively about art, and is the author of Contemporary Art In Southern California (1999), and Epicenter – San Francisco Bay Area Art Now (with Leslie Holzman, Chronicle Books, 2002). While living in Los Angeles from 1977-2004, he was the curator of more than 60 exhibitions at galleries and museums in the United States and Europe, and served as Series Content Advisor for *The Photographic Vision*, a twenty-program award winning PBS series. He has taught courses at many colleges and universities throughout the Los Angeles area, and worked as a public art liaison between civic groups, corporations, and city government. He also serves on the Board of Advisors for *The Public Art Review* (Forecast, Minnesota).

NEA Application  
**Project Budget, Page 1 of 2**

Read the  
 instructions for  
 this form before  
 you start.

OMB No. 3135-0112  
 Expires 11/30/2010

Applicant (official IRS name): City of Hailey

**INCOME**

1. Amount requested from the Arts Endowment: \$ 10,000

2. Total match for this project Be as specific as possible. Asterisk (\*) those funds that are committed or secured.

Cash (Refers to the cash donations, grants, and revenues that are expected or received for this project) AMOUNT  
 City of Hailey Cash Match \* 10,000

Total cash a. \$ 10,000

In-kind: Donated space, supplies, volunteer services (These same items also must be listed as direct costs under "Expenses" below or in Page 2 of the Project Budget form; identify sources)

Volunteers (Technical Support / Arts Commissioners) 1,400  
 Paint & Materials (Hailey Paint & Idaho Lumber) 600  
 Refreshments (Atkinson's Market) 300  
 Transportation (Sun Valley Transfer & Storage) 600  
 Total donations b. \$ 2,900

Total match for this project (2a. cash + 2b. donations) \$ 12,900

3. Total project income (1 + 2) \$ 22,900

**EXPENSES**

1. Direct costs: Salaries and wages

TITLE AND/OR TYPE OF PERSONNEL	NUMBER OF PERSONNEL	ANNUAL OR AVERAGE SALARY RANGE	% OF TIME DEVOTED TO THIS PROJECT	AMOUNT
Project/Grant Mgmt.	1	45,000	5%	2,600
Install./Street Crew	2	25,000	.75%	200
Total salaries and wages a. \$				<u>2,800</u>

Fringe benefits Total fringe benefits b. \$ 800

Total salaries, wages, and fringe benefits (a. + b.) \$ 3,600



Year	Activity	Key Artists/ Personnel	Location	Dates / Results
2006	Formed Hailey Arts Commission	Hailey Mayor & City Council Commissioners	Hailey, Idaho	April 2006
2006/2007	Public Art Workshop	Boise City Arts Commission Hailey Arts Commission Hailey Public Art Coordinator	Hailey, Idaho	November 2006 Learned how to create and implement a public art program.
2006/2007	Strategic Planning Workshop	Idaho Commission on the Arts Hailey Arts Commission Hailey Public Art Coordinator	Hailey, Idaho	February 2007 Learned key elements of strategic planning in the arts.
2006/2007	<i>Arts &amp; Culture Community Survey</i>	Hailey Arts Commission Hailey Public Art Coordinator	Hailey, Idaho	May/June 2007 Strong support of the arts in community.
2007/2008	Adopted <i>Percent for Public Art Ordinance</i>	Hailey Mayor & City Council Hailey Arts Commission	Hailey, Idaho	January 2008 Public art funding begins to accumulate on city construction projects.
2007/2008	Proclaimed July <i>A Month of Art</i>	Hailey Mayor & City Council Hailey Arts Commission Over 40 artists (see poster in two-pocket folder) 18 musical acts (see poster in two-pocket folder)	Hailey, Idaho	July 2008 Art displayed up and down Main St. all month and <i>A Night of Music</i> on July 14, with live, free music at 18 venues in town.

Year	Activity	Key Artists/ Personnel	Location	Dates / Results
2008/2009	Development of <i>J.C. Fox Building Mural</i> Approved	Hailey Mayor & City Council Hailey Arts Commission Hailey Public Art Coordinator	Hailey, Idaho	November 2008 City Council allocates \$10,000 to project.
2008/2009	Adopted <i>Public Art Guidelines</i>	Hailey Mayor & City Council Hailey Arts Commission Hailey Public Art Coordinator	Hailey, Idaho	January 2009 Guidelines in place for J.C. Fox Building Mural project.
2008/2009	Launched Hailey Arts Commission Website	Hailey Arts Commission Hailey Public Art Coordinator	Hailey, Idaho	February 2009
2008/2009	Wrote Grant to Idaho Commission on the Arts for <i>J.C. Fox Building Mural</i>	Hailey Arts Commission Hailey Public Art Coordinator	Hailey, Idaho	February 2009 Idaho Commission on the Arts suspended all funding for public art projects.
2008/2009	Wrote <i>2009/2010 Annual Public Art Plan</i>	Hailey Arts Commission Hailey Public Art Coordinator	Hailey, Idaho	March 2009

Image #	Artist	Title	Medium	Date Completed	Dimensions	Description / Relationship to Proposed Project
001 002	Director: Ellen Manchester Asst Director: Mark Klett Sun Valley Center for the Arts & Humanities Photography Department	Re-photography and Printing of 20 Historic Photographs Hailey Public Art Collection	Gelatin silver prints, overmatted and framed	1981	Range from 5" x 9" to 10" x 12"	Created as part of the Hailey Centennial Photo/Essay Project (Project Director, Florence Blanchard), sponsored by the Hailey City Council and funded in part by a grant from the Association for the Humanities in Idaho.  Demonstrates commitment to preservation and promotion of area's history.
003	Tom Teitge	Hailey Hailey Public Art Collection	Acrylic on masonite panel, framed	1994	4' x 4'	Painted by local artist Tom Teitge, this artwork eventually became the City of Hailey's official logo. The painting currently hangs in City Hall.  Demonstrates willingness of city leaders and administration to showcase art in municipal buildings.
004 005 006	Sponsored by: Hailey Arts Commission Artists: More than 40 artists involved, and 18 musical acts (see	A Month of Art	Music and all art media – painting, sculptures, prints, photos, etc.	July 2008		City Council proclaimed July 2008 <i>A Month of Art</i> . Art was displayed up and down Main Street all month and <i>A Night of Music</i> on July 14 offered live, free music at 18 venues throughout town.  Demonstrates commitment to support and advocacy of the arts and local artists.

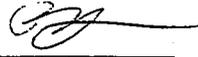
City of Hailey

Work Sample Index

	poster in two-pocket folder)					<p>Proves ability to work at grassroots level, with minimum funding, to organize an event among the community, businesses, volunteers and artists.</p> <p>Proves ability to generate enthusiasm and involvement both in the community and among artists to promote and support the arts.</p>
007	Hailey Public Art Coord. Hailey Arts Commission Chika Daggett, Technical Support	Arts Commission Website	Internet	February 2009	<p><a href="http://www.haileycityhall.org/ArtsCommission/index.asp">www.haileycityhall.org/ArtsCommission/index.asp</a></p> <p>The Arts Commission website features work of local artists throughout, an artist registry, and information about outreach activities and the city's public art program.</p> <p>Demonstrates commitment to the support and advocacy of the arts and local artists.</p> <p>Proves ability to conceptualize, plan and implement a project, working with a team consisting of city staff, arts commission personnel and outside technical support.</p>	
008	Martyn Mallory	Martyn Mallory Historic Photo Collection Hailey Library Collection	Glass plate and nitrate negatives and black and white prints	Ongoing	<p>The Mallory Collection consists of more than 3,000 original prints and 1,500 glass plate and nitrate negatives of lakes, scenic vistas, mining towns, early settlements and cultural events in Hailey and the surrounding area.</p>	



AGENDA ITEM SUMMARY

DATE: 4/27/09 DEPARTMENT: PW DEPT. HEAD SIGNATURE: 

**SUBJECT:** Authorize the Mayor to sign contract with SPF Water Engineering for Miscellaneous Water Rights Issues

**AUTHORITY:**  ID Code \_\_\_\_\_  IAR \_\_\_\_\_  City Ordinance/Code \_\_\_\_\_  
(IF APPLICABLE)

**BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:**

SPF Water Engineering met with the Public Works Director and Councilman Haemmerle and has provided a scope of work for City of Hailey water rights issues and operational concerns.

**FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:** Caselle # \_\_\_\_\_  
Budget Line Item # \_\_\_\_\_ YTD Line Item Balance \$ \_\_\_\_\_  
Estimated Hours Spent to Date: \_\_\_\_\_ Estimated Completion Date: \_\_\_\_\_  
Staff Contact: Tom Hellen Phone # 788-9830 Ext 14  
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:**

**ADMINISTRATIVE COMMENTS/APPROVAL:**

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

**ACTION OF THE CITY COUNCIL:**  
Date \_\_\_\_\_

City Clerk \_\_\_\_\_

**FOLLOW-UP:**  
\*Ord./Res./Agmt./Order Originals: Record \*Additional/Exceptional Originals to: \_\_\_\_\_  
Copies (all info.): \_\_\_\_\_ Copies (AIS only)



RECEIVED

DEC 01 2008

(MHC) (TH)

November 26, 2008

Mr. Tom Hellen  
City Engineer  
City of Hailey  
115 Main Street South, Suite H  
Hailey, ID 83333

Subject: Miscellaneous Water Right Services

Dear Tom:

SPF Water Engineering, LLC, is pleased to submit a proposal for professional services to assist the City with miscellaneous water right services.

### SCOPE OF WORK

SPF is available to provide services relating to City municipal and irrigation water right issues as they arise, such as (1) preparation of applications for water right transfer, applications for permit, or applications for permit amendment, (2) conducting licensing examinations, (3) negotiating water right acquisitions for the City, (4) providing information concerning the City's water right portfolio and water right administration, and (5) negotiating water right and water use agreements with others who are seeking annexation to the City.

The initial services provided under this scope of work will be items 1 through 8 on the action item log from our November 20, 2008 meeting with the City. Other items will be added at the request of the City.

### ESTIMATED COSTS

SPF proposes to perform this work on a time and materials basis. A current hourly rate schedule is provided as Table 1. Direct costs (travel, photocopy, postage, etc.) are billed at actual cost plus 15%. Subcontract and laboratory costs can be billed directly where appropriate. Hourly rates are adjusted on an annual basis to reflect salary increases.

Our proposed budget is based on time and materials pricing with a not to exceed maximum of \$10,000.

**AGREEMENT**

If this proposal meets with your approval, it may serve as the basis for agreement, in conjunction with the attached schedule of fees and conditions, by affixing a signature in the space provided below. This signature will be considered as a notice to proceed with a budget upper limit of \$10,000. We will let you know when we are approaching the budget limit, and then if additional tasks are required, the City can authorize additional budget.

Please return one signed original to my office. We look forward to working with you on this project.

Respectfully submitted,

Accepted By:

**SPF WATER ENGINEERING, LLC**

**CITY OF HAILEY**

By *Cathy Cooper*  
Cathy Cooper, P.E.  
Manager

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

By *Roxanne Brown*  
Roxanne Brown  
Sr. Water Rights Specialist

**TABLE 1 - SPF WATER ENGINEERING, LLC  
SCHEDULE OF HOURLY BILLING RATES**

Personnel	Title	2008 Billing Rate
Terry Scanlan, P.E., P.G.	Principal Engineer/Hydrogeologist	\$140
Christian Petrich, Ph.D., P.E., P.G.	Principal Engineer/Hydrologist	\$130
Tim Farrell, P.E.	Principal Engineer	\$125
Cathy Cooper, P.E.	Principal Engineer	\$125
Eric Landsberg, P.E.	Project Manager	\$120
Bob Hardgrove, P.E.	Project Manager	\$120
Scott King, P.E.	Supervising Engineer	\$115
Stuart Hurley, P.E.	Senior Project Engineer	\$115
Jennifer Sukow, P.E., P.G.	Senior Project Engineer	\$107
Shawn Kohtz, P.E.	Project Engineer	\$97
Roxanne Brown	Senior Water Rights Specialist	\$95
Mike Martin, P.E.	Project Engineer	\$86
Lori Graves	Water Rights Specialist	\$85
Marci Pape, P.E.	Project Engineer	\$85
Kristin Brastrup, P.E.	Project Engineer	\$83
Lance Dennis, E.I.T.	Associate Engineer	\$82
Jason Thompson, E.I.T.	Associate Engineer	\$80
Clint Long	Construction Manager	\$85
Buzz Copple	Construction Manager	\$85
Steve Bennett	Designer I	\$80
Crane Drafting	Designer II	\$72
Mike Lash	Engineering Technician	\$63
Julie Romano	Bookkeeping	\$55
Crystal Weber	Administrative Support	\$50

Note: Hourly billing rates will be adjusted on January 1<sup>st</sup> each year.

## SCHEDULE OF FEES AND CONDITIONS

### SPF WATER ENGINEERING, LLC (SPF)

#### A. FEES AND PAYMENT

1. The fee for services will be based on SPF's standard hourly rates (including labor cost, overhead, and profit). Non-salary expenses directly attributable to the project, such as: (1) living and traveling expenses of employees when away from the home office on business connected with the project; (2) identifiable reproduction costs applicable to the work; and (3) outside services will be charged at actual cost plus 15% service charge to cover overhead and administration. Hourly rates are adjusted on an annual basis.
2. Payment shall be due within 30 days after date of monthly invoice describing the work performed and expenses incurred during the preceding month.
3. OWNER agrees that timely payment is a material term of this Agreement and that failure to make timely payment as agreed constitutes a breach hereof. In the event payment for services rendered has not been made within 60 days from the date of invoice, SPF may, after giving 7 days written notice to OWNER, and without penalty or liability of any nature, and without waiving any claim against OWNER, suspend all work on all authorized services as set forth herein. Upon receipt of payment in full for services rendered, plus interest charges, SPF will continue with all services not inconsistent with Article C.4 herein. Payment of all compensation due SPF pursuant to this Agreement shall be a condition precedent to OWNER using any of SPF's professional services work products furnished under this Agreement.
4. In order to defray carrying charges resulting from delayed payments, simple interest at the rate of 18% per annum (but not exceeding the maximum rate allowed by law) will be added to the unpaid balance of each invoice. The interest period shall commence 30 days after date of original invoice, and shall terminate upon date of payment. Payments will be first credited to interest and then to principal. No interest charge will be added during the initial 30-day period following date of invoice.

**B. COMMENCEMENT OF WORK.** The work will be commenced immediately upon receipt of written notice to proceed. If after commencement of work the project is delayed for any reason beyond the control of SPF for more than 60 days, the price and schedule for services under this Agreement are subject to revision. Subsequent modifications shall be in writing and signed by the parties to this Agreement.

#### C. MISCELLANEOUS PROVISIONS

##### 1. INSURANCE/INDEMNIFICATION/LIMITATION OF LIABILITY

- (a) SPF will maintain statutory limits of insurance coverage for Workers' Compensation and Employer's Liability Insurance as well as Professional Liability, General Liability and Automobile Liability Insurance and will name Owner as an additional insured on the Professional Liability, General Liability and Automobile Liability Insurance policies if specifically requested in writing.
- (b) SPF asserts that it is skilled in the professional calling necessary to the services and duties proposed to be performed, and that it shall perform such services and duties in conformance to and consistent with the standards generally recognized as being employed by professionals of SPF's caliber in the same locality, and to that end SPF agrees to indemnify and hold harmless Owner, its officers, and employees from and against claims, suits, loss, damages, costs, and expenses arising out of or resulting from the negligent acts, errors, or omissions of SPF, its officers, employees or agents in the performance of its services and duties hereunder, but not from the negligence or willful misconduct of Owner, its officers, and employees. However in no event shall SPF be liable for any special, indirect, or consequential damages as a result of its performance of the services hereunder. The total aggregate of SPF's liability to all parties related to this Agreement shall not exceed \$50,000, or the amount of SPF's fee, whichever is less.
- (c) Owner hereby understands and agrees that SPF has not created nor contributed to the creation or existence of any or all types of hazardous or toxic wastes, materials, chemical compounds, or substances, or any other type of environmental hazard or pollution, whether latent or patent, at Owner's premises, or in connection with or related to this project with respect to which SPF has been retained to provide professional engineering services. The compensation to be paid SPF for said professional engineering services is in no way commensurate with, and has not been calculated with reference to, the potential risk of injury or loss which may be caused by the exposure of persons or property to such substances or conditions. Therefore, to the fullest extent permitted by law, Owner agrees to defend, indemnify, and hold SPF, its officers, directors, employees, and consultants, harmless from and against any and all claims, damages, and expenses, whether direct, indirect, or consequential, including but not limited to, attorney's fees and court costs, arising out of, or resulting from the discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acid, alkalies, toxic chemicals, liquids, gases, or any other materials, irritants, contaminants, or pollutants in or into the atmosphere, or on, onto, upon, in, or into the surface or subsurface of soil, water, or watercourses, objects, or any tangible or intangible matter, whether sudden or not.

- (d) Nothing contained within this Agreement shall be construed or interpreted as requiring SPF to assume the status of a generator, storer, transporter, treater, or disposal facility as those terms appear within the Resource Conservation and Recovery Act, 42 USCA, §6901 et seq., as amended, or within any state statute governing the generation, treatment, storage, and disposal of waste. Further, the contents of this Agreement shall not be construed or interpreted as requiring SPF to arrange for the transportation, treatment, or disposal of hazardous substances, as described in the Comprehensive Environmental Response, Compensation, and Liability Act, 42 USCA §9601, et seq., as amended.
- (e) Notwithstanding any provisions in this Agreement to the contrary, if this project involves construction, as that term is generally understood, and SPF does not provide engineering services during construction, including but not limited to, on-site monitoring, site visits, shop drawing review, and design clarifications, Owner agrees to defend, indemnify, and hold SPF, its consultants, agents, and employees harmless from any and all liability arising out of the construction.
- (f) SPF shall not be liable for damages arising out of or resulting from the actions or inaction of governmental agencies, including but not limited to, permit processing, environmental impact reports, dedications, general plans and amendments thereto, zoning matters, annexations or consolidations, use or conditional use permits, and building permits. Owner agrees to defend, indemnify, and hold SPF, its consultants, agents, and employees harmless from any and all liability, other than that caused by the negligent acts, errors, or omissions of SPF, arising out of or resulting from the same.
- (g) Notwithstanding other terms of this Agreement to the contrary, SPF makes no warranty, whether express or implied, as to the actual capacity or drawdown of any proposed water well(s), or the quality or temperature of ground water, if any, which may be produced by any water well(s) to be drilled and developed pursuant to this Agreement. Owner understands and agrees that SPF's responsibility under this Agreement is to apply its hydrogeology expertise, and to exercise the usual standard of care in the engineering profession to develop what ground water may reasonably exist, and may be economically feasible to use, beneath the proposed site(s).

## 2. DOCUMENTS

- (a) All tracings, survey notes, and other original documents, as instruments of service, are and shall remain the property of SPF, except where by law or precedent these documents become public property. Owner agrees to hold harmless, indemnify, and defend SPF, its consultants, agents, and employees against all damages, claims, expenses, and losses arising out of any reuse of the plans and specifications without the written authorization of SPF.
  - (b) All computer programs, software, and other like data developed during the course of the project, unless specifically developed for Owner, are and shall remain the sole property of SPF.
  - (c) SPF's liability to Owner for any computer programs, software products, or related data furnished hereunder is limited solely to the correction of residual errors, minor maintenance, or update(s) as agreed. SPF makes no warranties of any kind, including any implied warranty of merchantability or of fitness for any particular purpose, or against infringement, with respect to computer programs, software products, related data, technical information, or technical assistance provided by SPF under this Agreement. In no event shall SPF, its officers, agents, or employees be liable under or in connection with this Agreement under any theory of tort, contract, strict liability, negligence, or other legal or equitable theory for incidental or consequential damages relating to any computer programs, software products, or related data furnished hereunder.
  - (d) Environmental Audit/Site Assessment report(s) are prepared for Owner's sole use. Owner agrees to defend, indemnify, and hold SPF, its consultants, agents, and employees harmless against all damages, claims, expenses, and losses arising out of or resulting from any reuse of the Environmental Audit/Site Assessment report(s) without the written authorization of SPF.
3. **TERMINATION OR ABANDONMENT.** If any portion of the work is terminated or abandoned by Owner, the provisions of this Schedule of Fees and Conditions in regard to compensation and payment shall apply insofar as possible to that portion of the work not terminated or abandoned. If said termination occurs prior to completion of any phase of the project, the fee for services performed during such phase shall be based on SPF's reasonable estimate of the portion of such phase completed prior to said termination, plus a reasonable amount to reimburse SPF for termination costs.
4. **WAIVER.** SPF's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.
5. **ENTIRE AGREEMENT.** This Agreement, and its attachments, contains the entire understanding between Owner and SPF relating to professional engineering services. Any prior or contemporaneous agreements, promises, negotiations, or representations not expressly set forth herein are of no effect. Subsequent modifications or amendments to this Agreement shall be in writing and signed by the parties to this Agreement.

6. **SUCCESSORS AND ASSIGNS.** All of the terms, conditions, and provisions hereof shall inure to the benefit of and be binding upon the parties hereto, and their respective successors and assigns, provided, however, that no assignment of this Agreement shall be made without written consent of the parties to this Agreement.
7. **CONSTRUCTION ESTIMATES.** Estimates of cost for the facilities considered and designed under this Agreement are prepared by SPF through exercise of its experience and judgement in applying presently available cost data, but it is recognized that SPF has no control over costs of labor and materials, or over the construction contractor's methods of determining prices, or over competitive bidding procedures, market conditions, and unknown field conditions so that SPF cannot and does not guarantee that proposals, bids, or the project construction costs will not vary from SPF's cost estimates.
8. **INJURY TO WORKERS.** It is understood and agreed that SPF's fee is based on SPF being named as an Additional Insured on construction contractor's insurance policy for Comprehensive General Liability and Builders All Risk Liability, and Owner agrees to insert into all contracts for construction between Owner and construction contractor(s) arising out of this design a provision requiring the construction contractor(s) to defend, indemnify, and hold harmless both Owner and SPF from any and all actions arising out of the construction project, including but not limited to, injury to or death of any worker on the job site, not caused by the sole negligence of Owner or SPF.
9. **SITE VISITS.** Visits to the construction site and observations made by SPF as part of services during construction under this Agreement shall not make SPF responsible for, nor relieve the construction contractor(s) of the obligation to conduct comprehensive monitoring of the work sufficient to ensure conformance with the intent of the Contract Documents, and shall not make SPF responsible for, nor relieve the construction contractor(s) of the full responsibility for all construction means, methods, techniques, sequences, and procedures necessary for coordinating and completing all portions of the work under the construction contract(s), and for all safety precautions incidental thereto. Such visits by SPF are not to be construed as part of the monitoring duties of the on-site monitoring personnel defined below.
10. **ON-SITE MONITORING.** When SPF provides on-site monitoring personnel as part of services during construction under this Agreement, the on-site monitoring personnel will make reasonable efforts to guard Owner against defects and deficiencies in the work of the contractor(s), and to help determine if the provisions of the Contract Documents are being fulfilled. Their day-to-day monitoring will not, however, cause SPF to be responsible for those duties and responsibilities which belong to the construction contractor(s), including but not limited to, full responsibility for the means, methods, techniques, sequences, and progress of construction, and the safety precautions incidental thereto, and for performing the construction work in accordance with the Contract Documents.
11. **SEVERABILITY.** If any provision of this Agreement is declared invalid, illegal, or incapable of being enforced by any court of competent jurisdiction, all of the remaining provisions of this Agreement shall nevertheless continue in full force and effect, and no provision shall be deemed dependent upon any other provision unless so expressed herein.
12. **IDAHO DEPARTMENT OF ENVIRONMENTAL QUALITY APPROVAL.** SPF will submit the required documents for the proposed facilities to the Idaho Department of Environmental Quality (IDEQ) for the appropriate reviews and approvals. Under no circumstances may construction begin on the proposed facilities prior to receipt of IDEQ's written approval of the reports, plans, and specifications for the proposed facilities. As professional engineers, SPF's employees are obligated to report to IDEQ any construction that begins prior to receipt of the appropriate approvals.



## MEETING NOTES

**DATE:** November 21, 2008  
**TO:** Attendees  
**FROM:** Roxanne Brown, Cathy Cooper  
**RE:** City of Hailey Water Projects – Meeting Date November 20, 2008  
**JOB NO.:** 330.0060

---

The City and SPF met in Hailey to discuss the results of the water supply investigation, review the City's water rights portfolio and discuss related decisions, actions and projects. A summary is provided below. The meeting was attended by Cathy Cooper, Roxanne Brown, Fritz Haemmerle, and Tom Hellen.

1) Northridge wells (Water Right Permit 37-8837)

*Proof of Beneficial Use* has been submitted for this permit; a beneficial use field report is required prior to licensing. SPF estimated a \$1,200-1,500 probable cost to conduct the field examination and submit the field report to IDWR. The City would like this done as soon as possible. SPF will perform the field exam, submit the required information to IDWR, and ask that IDWR expedite licensing of the water right.

2) SRBA Matters

a) Objections filed by Indian Creek Ranch Owners Association (ICRO)

ICRO has filed objections to City water rights for Indian Creek Springs (37-296A, 37-717, 37-1216, 37-7854) asserting an existing agreement between ICRO and the City limits the City's diversions from Indian Creek Springs. Neither the City nor SPF has seen a copy of the agreement. SPF will research the matter and obtain a copy of the agreement. Pat Brown is representing the City in this matter.

b) Objections filed by the City of Hailey

Hailey has objected to the recommendation of water right 37-1216 (from Indian Creek Springs), asserting the priority date is incorrect as recommended. Correcting the recommendation will require providing evidence of the correct priority date to IDWR and may require filing an amended claim. Pat Brown is representing the City. Roxanne will schedule a conference call with Fritz, Roxanne and Pat Brown to coordinate resolution of this and other objections.

Hailey also filed an objection to IDWR's recommendation of claim 37-906 (from the Big Wood River). IDWR recommended the claim be disallowed by the SRBA Court, stating delivery of the water could not be confirmed. Pat Brown is representing the City. Roxanne will contact the manager of the Hiawatha Canal and the Basin 37 Watermaster to confirm delivery of the City's water rights in the canal.

c) Late Claim 37-22019 filed by the Hailey Cemetery Maintenance District

The claim seeks to authorize diversion from a well for irrigation of the cemetery. IDWR has recommended the claim be disallowed by the SRBA Court. Attorney Pat Brown has filed an objection and is working on behalf of the claimant to provide documentation to IDWR supporting use of the well. The City is unclear whether they wish to acquire ownership of the well and/or the water right, but acknowledged the benefit of pursuing the claim for irrigation. SPF will discuss resolution of the objection with Pat Brown.

3) Use of the Big Wood River water rights

As noted above, SPF will contact managers of the Hiawatha Canal to verify the delivery history of the City's water rights from the Big Wood River (37-906, 37-10717). The City does not currently use the water rights from the Big Wood River, but has in the past. Tom indicated the City might want to use the water rights for irrigation of parks and open space within the municipal area. All present agreed the water rights might be used for a recharge project or mitigation in the future. Roxanne agreed to contact IDWR's Director to find out what likely "recharge credit" the City might receive for its Big Wood River rights. Fritz suggested unused portions of the Big Wood River rights be placed in the Idaho Water Supply Bank to protect them from forfeiture (after issuance of partial decrees).

4) Use of the Airport West water right (37-20831)

The City acquired water right 37-20831 from the developer of Airport West in approximately 2003. The water right authorizes irrigation from a well for 9.1 acres and is not being used at its currently authorized location. Tom suggested a transfer be filed to move the water right to the middle school site for irrigation of their athletic field (approximately 9 acres). A nearby well (owned by the City) might be used for this purpose. Tom will forward the location of the well lot to SPF. SPF will prepare a transfer for water right 37-20831.

5) Residual Northridge Water Rights

Roxanne will prepare a short report summarizing the amount of water right potentially available for the City from the Northridge (EMB/Caplow) development roads (EMB/Caplow). Tom thought the road right-of-way area was 37 acres. Roxanne will review the report with the City and then file a late claim for the additional area, if necessary.

6) Water System Supply Analysis

The City currently has enough "paper" water rights to meet maximum day demands. However, because of the way the current well and booster pumps are sized, actual production with the largest source out of service isn't enough to meet maximum day demands (a DEQ requirement). If the largest source (Woodside) did happen to be out of service on maximum day, the remaining sources could probably meet the demands because pressure in the system would drop and production from each source would increase. However, the City would be pushing the limits of the water system and additional new connections would make this more problematic. A new source or system changes to optimize existing sources is recommended.

There is a lot of unaccounted for water in the system that we need to track down. Items to be implemented immediately:

- Tom and Reese will get a flow meter installed on the turbine tank overflow (strap-on ultrasonic).
- Tom and Reese will get a flow meter (instantaneous and totalizing) installed on the Woodside well and booster pump.
- Cathy will call GC systems to discuss the function of the pressure reducing valves. They're not working properly.
- Tom and Reese will install pressure sensors in the system – one in the Woodside area and one in the Northridge area. These are both locations where low pressure complaints have been received. This will be valuable information for calibrating the hydraulic model.
- Tom and Reese will continue to work towards getting every connection metered (for example, the Atkinson store).

#### 7) Quigley tank fill issues

- a) Tom and Cathy discussed the alternatives to address the Quigley tank fill issue. There are several reasons the tank is not filling all the way:
- i) The tanks are not hydraulically connected.
    - There is the equivalent of a 14-inch diameter pipeline between the two tanks. It would take a 24 to 30-inch diameter pipeline for them to run within a few feet of each other.
    - There is no clear pattern of the tank water levels relative to each other.
    - With the current system the Northridge, River Street, and Third Avenue wells send approximately 60% of their water to the Turbine Tank and 40% to the Quigley Tank. The Woodside well sends approximately 70% of it's water to the Quigley Tank and 30% to the Turbine Tank.
  - ii) The existing well pumps at River Street and Third Avenue and the booster pumps at Northridge don't currently have high enough TDH to pump their optimum capacity to the tanks.
  - iii) The Quigley tank overflow is approximately 4.05' higher than the Turbine Tank overflow (based on October 2008 survey data).
- b) Three alternatives to address the tank fill issue were discussed: 1) fully utilize the spring source, 2) fully utilize the well supply facilities, 3) give preference to alternatives that lower water system pressure as a way to lower water usage.

SPF will finalize the tank fill analysis report with these three alternatives. Tom pointed out that reducing pressures may not be popular, but should still be considered in the report.

The tank fill analysis report will stick to defining what needs to be done to fix the tank fill problem. SPF will work with Tom and City operations staff to define a phasing and implementation plan for the improvements to get the most out of improvements that are made, and to get immediate concerns addressed first.

# City of Hailey

## ACTION ITEM LOG

Last Updated: November 21, 2008

ACTION ITEM	RESPONSIBLE PARTY	RESOLUTION and Date
1. Conduct field exam and expedite licensing of water right permit 37-8837 (Northridge Wells)	Roxanne	
2. Obtain copy of ICRO/City diversion agreement	Roxanne	
3. Coordinate conference call with Pat Brown, Roxanne and Fritz to discuss City objections in the SRBA	Roxanne	
4. Confirm delivery of City water rights in the Hiawatha Canal	Roxanne	
5. Resolve SRBA objection to Cemetery claim (working with Pat Brown)	Roxanne	
6. Consult IDWR regarding "recharge credit" for the Big Wood River water rights	Roxanne	
7. Prepare application for transfer for the Airport West water right	SPF (Tom to provide location of well lot)	
8. Residual Northridge water right. Prepare short summary report of additional amount available. Review with City. File late claim.	Roxanne	
9. Install meter on the Turbine Tank overflow.	Tom/Reese	
10. Install meter on the Woodside booster pump.	Tom/Reese	
11. Install meter on the Woodside well pump(s).	Tom/Reese	
12. Contact Gary at GC Systems to discuss PRV operations.	Cathy	
13. Install pressure sensors in the distribution system in the Northridge and Woodside areas.	Tom/Reese	
14. Finish getting every water system connection metered.	Tom/Reese	
15. Finalize tank fill analysis report.	Cathy	
16. Develop plan for implementing improvements with list of action items.	Cathy/Tom/Reese	

AGENDA ITEM SUMMARY

DATE: 4/27/09 DEPARTMENT: Engr DEPT. HEAD SIGNATURE: [Signature]

**SUBJECT:** Approve an estimated cost of work for Galena Engineering for Design Engineering Services for a 16" water Transmission main and authorize the mayor to sign.

**AUTHORITY:**  ID Code \_\_\_\_\_  IAR \_\_\_\_\_  City Ordinance/Code \_\_\_\_\_  
(IF APPLICABLE)

**BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:**

Improvements to the water system pipelines are proposed as a first step to improving use of Quigley tank and setting up proper pressure zones. Galena Engineering will team with SPF Water Engineering to design a 16" transmission water main from Elm St and the bike path to a connection in the Deerfield neighborhood. This project would be bid and constructed this year.

**FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:** Caselle # \_\_\_\_\_  
Budget Line Item # \_\_\_\_\_ YTD Line Item Balance \$ \_\_\_\_\_  
Estimated Hours Spent to Date: \_\_\_\_\_ Estimated Completion Date: \_\_\_\_\_  
Staff Contact: Tom Hellen Phone # 788-9830 Ext 14  
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:**

**ADMINISTRATIVE COMMENTS/APPROVAL:**

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

**ACTION OF THE CITY COUNCIL:**

Date \_\_\_\_\_

City Clerk \_\_\_\_\_

**FOLLOW-UP:**

\*Ord./Res./Agmt./Order Originals: Record  
Copies (all info.): \_\_\_\_\_  
Instrument # \_\_\_\_\_

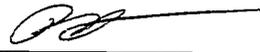
\*Additional/Exceptional Originals to: \_\_\_\_\_  
Copies (AIS only) \_\_\_\_\_

## Attachment B: Man Hour Estimate for Hailey Waterline Survey and Design

04/23/09 RKF File: Q:\2009 Proposals\opc Hailey Waterline Survey and Design.xls

Task Item Description	Project Manager \$120	Project Surveyor \$120	Survey Crew (Rate 1) \$75	Survey Crew (Rate 2) \$65	Engineering Tech \$90	Admin. \$60
<p>The work effort below is to provide basemapping, design, and limited construction surveying for the a City of Hailey watermain project to improve pressure to the Quigley tank. This estimate is based upon the currently identified alignment by SPF Engineering and will need to be amended if additional alignment is added. Our opinion of probable cost for our services is shown below; this cost is an estimate based upon our experience and our actual cost for the job will be based on time and materials, but will not exceed this amount without prior approval from the client. As always, our services may be expanded at any time should the client desire, and we will revise our opinion of probable cost at that time.</p>						
1.00 Survey & Design						
1.01 Project setup, Prepare survey calc sheet, Coordinate survey crews		4				0.5
1.02 Topographic Survey		2	24			
1.03 Draft topographic survey and prepare base sheets	2				10	
1.04 Preliminary layout & coordinate conceptual design w/client	8				8	
1.05 Prepare final design drawings	4				30	
1.06 Coordinate w/client for plotting, delivery, etc.	0	0	0	0	4	
1.07 Prepare Bid Specifications (no work anticipated for this line item)	0	0	0	0	0	0
1.08 Bidding Support (no work anticipated for this line item)	0	0	0	0	0	0
1.09 Construction surveying (rough estimate - scope undefined)	8	2	16		6	
1.10 Construction inspection (no work anticipated this line item)	0	0	0	0	0	0
1.11 Asbuilt submittals and coordination (no survey work included)	4				4	
<b>Man Hours Subtotal</b>	26	8	40	0	62	0.5
<b>Opinion of Probable Cost Per Position</b>	\$3,120	\$960	\$3,000	\$0	\$5,580	\$30
<b>Opinion of Probable Cost This Task</b>						\$12,690

AGENDA ITEM SUMMARY

DATE: 4/27/09 DEPARTMENT: PW DEPT. HEAD SIGNATURE: 

**SUBJECT:** Recommendation for interviews for the NPDES Discharge Permit and TMDL Study Engineering Firm with HDR Engineering and Centra Consulting.

**AUTHORITY:**  ID Code \_\_\_\_\_  IAR \_\_\_\_\_  City Ordinance/Code \_\_\_\_\_  
(IF APPLICABLE)

**BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:**

The City of Hailey solicited Statements of Qualifications for assistance with our upcoming NPDES permit and direction on the TMDL recommendations. 5 Qualification Statements were received for this work; HDR Engineering, Centra Consulting, SPF Water Engineering, Carollo Engineers and Pharmed Engineering.

These submittals were reviewed by the Public Works Director, City Attorney, Councilman Haemmerle and the Wastewater Superintendent. While there were differences of opinion the top two firms were HDR and Centra. My recommendation is that we invite these two firms to prepare a presentation on the work and their qualifications for review.

**FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:** Caselle # \_\_\_\_\_

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

Estimated Hours Spent to Date: \_\_\_\_\_ Estimated Completion Date: \_\_\_\_\_

Staff Contact: Tom Hellen \_\_\_\_\_ Phone # 788-9830 Ext 14 \_\_\_\_\_

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:**

**ADMINISTRATIVE COMMENTS/APPROVAL:**

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

**ACTION OF THE CITY COUNCIL:**

Date \_\_\_\_\_

City Clerk \_\_\_\_\_

**FOLLOW-UP:**

\*Ord./Res./Agmt./Order Originals: Record

Copies (all info.):

Instrument # \_\_\_\_\_

\*Additional/Exceptional Originals to: \_\_\_\_\_

Copies (AIS only)

Draft 12-30-03

# Public Works Memo

**To:** Mayor Rick Davis  
City Council Members

**CC:** Heather Dawson, City Administrator  
Ned Williamson, City Attorney

**From:** Tom Hellen, Public Works Director/City Engineer 

**Date:** 4/20/09

**Re:** Recommendation for NPDES Engineering Firm

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The City of Hailey solicited Statements of Qualifications for assistance with our upcoming NPDES permit and direction on the TMDL recommendations. 5 Qualification Statements were received for this work; HDR Engineering, Centra Consulting, SPF Water Engineering, Carollo Engineers and Pharmer Engineering.

These submittals were reviewed by the Public Works Director, City Attorney, Councilman Haemmerle and the Wastewater Superintendent.

The ranking of the proposals and the reasoning is as follows:

**HDR** – Is a nationwide company with an experienced team in Boise including their National Wastewater Director and has been involved in a number of controversial TMDL studies. They are also the lead engineering firm in a number of water industry research projects.

**Centra Consulting** – Smaller company but with experience on both sides of the issues. A number of former high ranking DEQ employees and experience with TMDL issues.

**SPF Water Engineering** – Teaming with another firm, HyQual, presents a strong team. They could be a third choice for a final presentation. HyQual would be the lead firm and has extensive experience in NPDES permits and TMDL studies. Other wastewater experience is not as strong as the other firms.

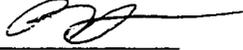
**Carollo Engineers** – Carollo is very knowledgeable of both our wastewater system and the Big Wood River TMDL. They have teamed with a Michigan firm to provide additional TMDL experience. However, a consultant from out of the state presents some concerns, especially with a larger firm.

April 20, 2009

**Pharmer Engineering** – While they are quite familiar with the Big Wood River TMDL and the issues I don't believe they are large enough or would have the face-to-face experience in dealing with the EPA on the discharge permit.

My recommendation is that we invite the top two firms to prepare a presentation on the work and their qualifications for review by Public Works staff and at least one council member.

AGENDA ITEM SUMMARY

DATE: 4/27/09 DEPARTMENT: PW -Parks DEPT. HEAD SIGNATURE: 

SUBJECT: Authorize the mayor to sign revisions to the 2009 Park Maintenance Contract

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

In an effort to cut costs in the parks maintenance budget we have requested some revisions to the contract with Idaho Proscapes. The revised contract has a savings of \$6,525 of which \$2,810 is savings to the General Fund. The largest savings is in reducing the restroom cleanings to twice per week at Hop Porter and Heagle Parks. Park crews will inspect the restrooms daily to make sure they remain in a clean condition between these cleanings. Other savings come from reducing the mowings at city well sites to every other week and removing work at the WWTP.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS: Caselle # \_\_\_\_\_

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

Estimated Hours Spent to Date: \_\_\_\_\_ Estimated Completion Date: \_\_\_\_\_

Staff Contact: Tom Hellen Phone # 788-9830 Ext 14

Comments:

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

<input 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 type="checkbox"/> Public Works, Parks	<input type="checkbox"/> Mayor	_____

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

ADMINISTRATIVE COMMENTS/APPROVAL:

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

ACTION OF THE CITY COUNCIL:

Date \_\_\_\_\_

City Clerk \_\_\_\_\_

## CONTRACT FOR SERVICES

THIS CONTRACT FOR SERVICES ("Agreement") is made and entered into effective this \_\_\_\_ day of \_\_\_\_\_, 2009, by and between the CITY OF HAILEY 115 South Main Street, Hailey, Idaho 83333, a municipal corporation ("Hailey"), and Idaho PROSCAPES, INC. ("Contractor").

### RECITALS

- A. Hailey requires that the city parks be maintained in a safe and attractive manner for the citizens of the City of Hailey from April 1, 2009 through October 31, 2009.
- B. Contractor has the ability to perform maintenance of the city parks and public restrooms for the City of Hailey as more particularly described herein and has submitted a quote for doing so.
- C. The Hailey City Council directed that the award for maintenance of the city parks for the year 2009 be made to the Contractor.

### COVENANTS, TERMS, AND CONDITIONS

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, Hailey and Contractor agree as follows:

1. Description of the Work. Contractor shall perform the following work at each of the city parks as noted on the specification and bid documents for this project in a workmanlike manner and to the City of Hailey's satisfaction:
  - a.) Twenty-two (22) weekly mowings and trimmings for each of the nine (9) municipal parks, the Foxmoor Bike Path, twelve (12) mowings and trimmings for five Water Department Sites, as described in paragraph 4 below, beginning April 30, 2009 and ending approximately October 31, 2009. The number of mowings and trimmings are subject to variations in weather conditions and the direction of Hailey.
  - b.) Two (2) fertilizer applications of an appropriate type fertilizer dependent upon the time of year applied for each of seven (7) municipal parks, and the Foxmoor Bike Path. Fertilizing shall occur in early Spring and late Summer. In determining when fertilizer applications may occur, Contractor may rely on its experience and expertise in such matters.
  - c.) All maintenance and repair including, but not limited to, activating, setting, monitoring, and winterizing of the irrigation systems for each of the nine (9) municipal parks herein described. All sprinkler heads shall be adjusted, checked, and cleaned as needed throughout the "growing season". Contractor shall be responsible for keeping such parks adequately watered to Hailey's satisfaction. Winterizing of the irrigation systems shall be completed by October 15 of each year, as necessitated by weather conditions, or at the direction of Hailey. Contractor shall be adequately trained on winterizing by Hailey or its representative. Hailey reserves the

right to inspect or witness all winterizing of irrigation systems by the Contractor.

- d.) Spring and Fall cleanup for each of the nine (9) municipal parks including, but not limited to power raking, lawn sweeping or mowing to remove dead grass and/or leaves. Shrub/tree pruning and cleaning/edging of beds and tree wells. Fall clean-up will be performed as late as practical dependent on weather conditions.
  - e.) Weekly clean-up including, but not limited to, removing debris and litter while on site for mowing. Repair, on a weekly basis, of damaged sod areas in each park.
  - f.) Conduct broadleaf weed control for each of seven (7) municipal parks and the FoxMoor Bike path provided as per accepted spraying practices for the varieties of weed found in each park.
  - g.) Cleaning of restrooms at Lawrence Heagle Park and Hop Porter Park on Tuesday and Friday mornings which shall include the restocking of toilet paper, hand towel paper (supplied by the City of Hailey) and the washing of floors, wash basins, toilets, mirrors, doors, walls and stalls during the 22 week period of weekly mowings and trimmings.
2. Modification. The above described work schedule is subject to modification in the case of special events. Contractor will receive notification from Hailey in the case of such events and will modify its schedule accordingly.
3. Materials. All materials, and all costs related thereto, for the above described work shall be supplied by the Contractor, exclusively at the Contractor's expense, with the exception of materials needed for repair and/or replacement of the irrigation systems. Such repair and/or replacement shall be conducted only upon written authorization by Hailey.
4. Areas of Work. The maintenance and work herein described shall be performed in the following municipal parks and other city property:

Municipal Parks: Roberta McKercher Park  
Lawrence Heagle Park (mowing only)  
Lion's Park  
Curtis Park (mowing only)  
Deerfield Park  
Hop Porter Park  
Fox Moor Park  
Woodside Central Park  
Balmoral Park

Other City Properties: Fox Moor Bike Path  
Northridge Well Site  
River Street Well Site  
Woodside Well Site

City Spring Source

5. Consideration. As consideration for the above described material and work to be performed herein and upon performance of the work and maintenance herein described to Hailey's satisfaction, Hailey shall pay Contractor the sum of \$43,420.00 as per the following schedule:

	<u>2009</u>
APRIL	\$6,203.00
MAY	\$6,203.00
JUNE	\$6,203.00
JULY	\$6,203.00
AUGUST	\$6,203.00
SEPTEMBER	\$6,203.00
OCTOBER	<u>\$6,202.00</u>
	\$43,420.00

6. Change Orders. There shall be no modification or amendment of this Agreement, nor any increase in the amount of consideration provided above, except by means of written change orders executed by both parties hereto.
7. Indemnification. Contractor covenants and agrees to indemnify and hold harmless Hailey from and against any and all claims, causes of action, damages, costs, and expenses including attorneys fees, as a result of any act or omission on the part of the Contractor or Contractor's employees, agents, invitees, or subcontractors, arising from the performance of this Agreement, including any claims or causes of action arising during the term of this Agreement or after the completion thereof.
8. Insurance. The Contractor shall maintain in full force and effect, at its sole cost and expense, during the term of this Agreement, commercial general liability insurance for the purpose of protecting Hailey against liability for loss or damage, for bodily injury, property damage, personal injury, death, civil rights violations, and errors and omissions, relating to the operations under this Agreement or the Contractor. Such policy shall provide insurance against property damage in an amount not less than \$500,000.00 and bodily injury with limits of not less \$500,000.00 per person and \$1,000,000.00 total for each occurrence; provided, however, the minimum limits of insurance as set forth herein shall be automatically increased at any time the liability limits of Hailey are increased pursuant to the Idaho Tort Claims Act (*Idaho Code Sections 6-901 et seq.*). Such insurance shall be noncancellable except upon thirty (30) days prior written notice to Hailey. All of the insurance policies shall contain provisions that the insurers shall have no right of recovery or subrogation against Hailey, or Hailey's insurer with regard to the aforementioned losses or damages. The Contractor's certificates of insurance shall name Hailey and its officials, employees and agents as additional named insured and shall be endorsed to specify that such policies cover the liability assumed by Contractor under this Agreement. Contractor shall also secure and maintain at least the statutory amounts of worker's compensation, disability benefits, and unemployment insurance in accordance with the laws of the State of Idaho. Such insurance shall provide at least thirty (30) days written notice to Hailey before such policy is suspended, canceled, amended or terminated. The Franchisee shall provide evidence of acceptable insurance at limits

listed above to City Clerk, City of Hailey, 115 Main Street So., Suite H, Hailey, Idaho 83333.

9. Notices. All notices given in connection with this Agreement shall be in writing and mailed to the appropriate party at the following addresses:

HAILEY: City of Hailey  
Public Works Director  
115 South Main Street  
Hailey, Idaho 83333

CONTRACTOR: Idaho Proscapes, Inc.  
Attn: Benito Martinez  
P O Box 280  
Hailey, ID 83333

10. Attorney's Fees. In the event either party hereto is required to retain an attorney to interpret or enforce the terms and conditions of this Agreement, or to recover damages as a result of a breach of this Agreement, the prevailing party in any such dispute shall recover from the other party all attorney's fees incurred by the prevailing party, whether or not litigation is instituted or concluded, on appeal or in bankruptcy proceedings.
11. Governing Law. This agreement is governed by, and enforced in accordance with, the laws and decision of the State of Idaho.
12. Entire Agreement. This Agreement sets forth the entire understanding and agreement between the parties hereto, and no amendment or modification to this Agreement shall be made except by means of a written instrument duly executed by both parties.
13. Non-Appropriation. No commitment of public funds will be made prior to the approval of this Agreement. The terms of this Agreement are contingent upon sufficient appropriations being made by the City Council for the performance of this Agreement. If sufficient appropriations are not made, this Agreement shall terminate. Termination pursuant to the terms of this Agreement shall not result in any claim for payment or damages by City. City's decision as to whether sufficient appropriations are available shall be accepted by Contractor and shall be final.

EXECUTED effective the day and year first above written.

CITY OF HAILEY

By \_\_\_\_\_  
Rick Davis, Mayor

ATTEST:

\_\_\_\_\_  
Mary Cone, City Clerk

IDAHO PROSCAPES, INC.

By \_\_\_\_\_  
Title \_\_\_\_\_

## MAINTENANCE OF HAILEY CITY PARKS & PROPERTIES

Twenty-two (22) weekly mowings and trimmings of each municipal park and 12 mowings and trimmings of other properties per year.

Two (2) fertilizer applications of an appropriate type fertilizer dependent upon the time of year applied for each park per year. City well sites do not receive fertilizer application.

Irrigation system maintenance includes, but is not limited to, activating, setting, monitoring and winterizing for each park. Sprinkler heads shall be adjusted, checked and cleaned as needed throughout the "growing season". Contractor shall be responsible for keeping all areas adequately watered to the City's satisfaction. Winterizing of the irrigation systems shall be completed in October each year.

Spring and fall cleanup shall include, but not be limited to, picking up debris, thatching, raking, shrub/tree pruning, cleaning and edging of tree wells of each park.

Broadleaf weed control provided as per accepted spraying practices for the varieties of weed found in each park. City well sites do not receive weed control.

Cleaning of restrooms at Lawrence Heagle Park and Hop Porter Park on Tuesday and Friday mornings

The above mentioned maintenance shall be for the following parks and property:

### 1. PARKS

Roberta McKercher Park	2.8 acres
Lawrence Heagle Park	4.8 acres
Lion's Park	2.7 acres
Curtis Park	.9 acres
Deerfield Park	2.6 acres
Hop Porter Park	5.2 acres
Fox Moor Park	1.4 acres
Balmoral Park	2.4 acres
Woodside Central Park	8.6 acres

2. The bike path and landscaped area adjacent to the Foxmoor Subdivision along Fox Acres Road. This area is approximately 0.7 acres.

3. The City well sites at the following locations:

- Northridge Well – approximately ¼ acre of landscaped area
- River Street Well – approximately 1/8 acre of landscaped area
- Woodside Well – approximately ¼ acre of landscaped area
- City Spring Source – approximately 1 acre of landscaped area

4. ~~The Woodside Wastewater Treatment Plant~~

All bids for mowing and trimming shall be depicted on a per park/property per week basis.

Fertilizer applications shall be depicted on a per park per application basis. Fertilizer bid **shall** include type and quantity of fertilizer to be used for each park for each application and approximate time of year proposed for each application.

Broadleaf control bid shall be depicted on a cost per park per year basis.

Cleaning of restrooms at Lawrence Heagle Park and Hop Porter Park shall include the restocking of toilet paper and hand towel paper (supplied by the City of Hailey), and the washing of floors, wash basins, toilets, mirrors, doors, walls and stalls.

The Contract for parks maintenance is subject to an annual renewal by the City Council and availability of funds. A review of the Contractors performance may also be a part of the annual renewal process.

NOTE: The City of Hailey specifically reserves the right to add or subtract specific items shown in the scope of work based upon budget considerations. This addition or subtraction shall not be the basis for revised pricing by the contractor.

**2009:**

Mowing and irrigation cost per week:

Roberta McKercher Park	\$120	x 22 =	\$2640
Lawrence Heagle Park	\$130	x 22 =	\$2860
Lion's Park	\$120	x 22 =	\$2640
Curtis Park	\$60	x 22 =	\$1320
Deerfield Park	\$75	x 22 =	\$1650
Hop Porter Park	\$140	x 22 =	\$3080
FoxMoor Park	\$105	x 22 =	\$2310
FoxMoor Bike Path	\$75	x 22 =	\$1650
Balmoral Park	\$130	x 22 =	\$2860
Woodside Central Park	\$155	x 22 =	\$3410
Northridge Well Site	\$45	x 12 =	\$540
River Street Well Site	\$35	x 12 =	\$420
Woodside Well Site	\$35	x 12 =	\$420
Spring Source	\$95	x 12 =	\$1140
Woodside Wastewater Treatment Plant		x 22 =	

Total this item \$26,940

Winterizing of Irrigation systems in Fall, 2009

Lump sum \$1,155

Fertilizing cost per time per park:

Roberta McKercher Park	\$245	x 2 =	\$490
Lawrence Heagle Park		x 2 =	
Lion's Park	\$240	x 2 =	\$480
Curtis Park		x 2 =	
Deerfield Park	\$225	x 2 =	\$450
Hop Porter Park	\$345	x 2 =	\$690
FoxMoor Park	\$145	x 2 =	\$290

FoxMoor Bike Path	<u>\$220</u>	x 2 =	<u>\$440</u>
Balmoral Park	<u>\$445</u>	x 2 =	<u>\$890</u>
Woodside Central Park	<u>\$120</u>	x 2 =	<u>\$240</u>
<del>Woodside Wastewater Treatment Plant</del>	<del>_____</del>	<del>x 2 =</del>	<del>_____</del>
Total this item			<u>\$3,970</u>

Specify type, quantity, and dates of fertilizer application: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Broadleaf control per park per season:			
Roberta McKercher Park			<u>\$250</u>
<del>Lawrence Heagle Park</del>			<del>_____</del>
Lion's Park			<u>\$250</u>
<del>Curtis Park</del>			<del>_____</del>
Deerfield Park			<u>\$90</u>
Hop Porter Park			<u>\$210</u>
FoxMoor Park			<u>\$280</u>
FoxMoor Bike Path			<u>\$160</u>
Balmoral Park			<u>\$240</u>
Woodside Central Park			<u>\$375</u>
<del>Woodside Wastewater Treatment Plant</del>			<del>_____</del>
Total this item			<u>\$1,850</u>

Seasonal raking, thatching, and sod repair all parks - lump sum: \$5,325

Cleaning of restrooms per time:			
Lawrence Heagle Park	<u>\$45</u>	x 2 =	<u>\$90</u> /wk
Total this item			<u>\$1980</u> /yr
Hop Porter Park	<u>\$50</u>	x 2 =	<u>\$100</u> /wk
Total this item			<u>\$2200</u> /yr
Total bid - 2009			<u>\$4180</u>

**Total Bid 2007 - 2009** \$43,420



AGENDA ITEM SUMMARY

DATE: 04/27/2009 DEPARTMENT: IT DEPT. HEAD SIGNATURE: \_\_\_\_\_

SUBJECT:

Contract for Services with Ketchum Computers for approximately 34 hours of work to change out city file server.

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

We have worked with Ketchum Computers to form an Information Technology Plan. The plan is formed such that city staff conducts most of the IT work, but Ketchum Computer assists with higher level technical expertise, communication, and training. See IT plan attached.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS

Each year we budget approximately \$40,000 for IT expenses. Our file server, large software packages, works stations, and system improvements are on 4-year rotations. This year we need to replace our file server, which is now out of warranty and over 4 years old. The cost will be approximately \$25,000. This contract is for 34 hours of professional support, at \$100/hr.

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

<input type="checkbox"/> City Attorney	<input checked="" type="checkbox"/> City Clerk	<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 type="checkbox"/> Public Works, Parks	<input type="checkbox"/> Mayor	_____

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

FOLLOW-UP REMARKS:

\*

## CONSULTING AGREEMENT

This Agreement, dated as of April 23, 2009 is between Ketchum Computers, Inc., P. O. Box 5186, Ketchum, ID 83340 ("*CONSULTANT*"), and City of Hailey, 115 Main Street South, Suite H ("*CLIENT*") collectively (the "parties").

### RECITALS

WHEREAS *CLIENT* desires to retain *CONSULTANT* to render consulting and advisory services for *CLIENT* on the terms and conditions set forth in this Agreement and *CONSULTANT* desires to be retained by *CLIENT* on such terms and conditions.

NOW, THEREFORE, *CLIENT* and *CONSULTANT* agree as follows:

1. Retention of Consultant; Services to be Performed. *CLIENT* hereby retains *CONSULTANT* for the term of this Agreement to perform the following consulting services for *CLIENT* ("*Services*"):

Assist with implementation of IT Plan  
Training  
On-Call / Backup IT services

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In rendering *Services* hereunder, *CONSULTANT* shall be acting as an independent contractor and not as an employee or agent of *CLIENT*. As independent contractors, neither *CONSULTANT* nor *CLIENT* shall have any authority, express or implied, to commit or obligate the other in any manner whatsoever, except as specifically authorized from time to time in writing by an authorized representative of *CONSULTANT* or *CLIENT*, as the case may be, which authorization may be general or specific. Nothing contained in this Agreement shall be construed or applied to create a partnership. *CONSULTANT* shall be responsible for the payment of all federal, state or local taxes payable with respect to all amounts paid to *CONSULTANT* under this Agreement.

2. Compensation for Consulting Services. For *Services* hereunder, *CLIENT* shall pay to *CONSULTANT* a fee of \$100 per hour. The minimum time to be billed for any one day for work performed at *CONSULTANT*'S location will be one half hour. The minimum time to be billed for any one day for work performed at *CLIENT*'S location will be one hour. Overtime as defined by any hours worked outside 8:00 am to 5:00 pm Monday through Friday is billed at time and a half.

3. Expenses. *CLIENT* shall reimburse *CONSULTANT* for all reasonable travel and other out-of-pocket expenses incurred by *CONSULTANT* in rendering *Services* hereunder. Travel expenses shall include the cost of any travel by personal vehicle to a location more than 40 miles from *CONSULTANT*'s primary work location in Ketchum, Idaho, the costs of any travel requiring public transportation, the costs of meals, and the costs of necessary lodging. The costs of time required for traveling shall be paid for all time *CONSULTANT* is away from *CONSULTANT*'s primary work location, but excluding any time spent on personal business or at a place of temporary lodging. *CLIENT* shall pay such reimbursement within 30 (thirty) days after receipt of appropriate receipts or documentation of the expenses.

4. Billing. *CONSULTANT* shall invoice *CLIENT* when work is completed or every two weeks for ongoing work, providing a listing of labor terms and expenses. Payment on invoices is within 45 days (Net 45 terms) of the invoice date.

5. Confidential Information. Confidential information of any nature that either party acquires regarding any aspect of the other party's business shall be treated in strict confidence. Confidential Information includes any information disclosed by either party (the "Disclosing Party"), to the other party (the "Receiving Party") either directly or indirectly, in writing, orally, electronically, or by inspection of tangible objects, which is designated as "Confidential," "Proprietary" or some similar designation or should be reasonably understood to be confidential or proprietary in that its unauthorized disclosure would be harmful to the party that owns the information. Information so obtained shall not be divulged, furnished or made accessible to third parties without the written permission of the other party to this Agreement.

This Agreement shall impose no obligation on the Parties with respect to maintaining the confidence of Confidential Information of the Disclosing Party that: (a) is or becomes generally known or available to the public other than as a result of a breach of this Agreement by the Recipient; (b) is known by Recipient at the time of disclosure and is not subject to restriction; (c) that is the same as or substantially the same as information independently developed by Recipient; (d) becomes available to Recipient on a non-confidential basis from a third party provided that such third party is not to Recipient's knowledge bound by a confidentiality agreement or other legal or fiduciary obligation of secrecy to the Disclosing Party; or (e) is required by law, judicial order (subject to an appropriate protective order), or the rules of any nationally-recognized stock exchange on which Recipient's stock is traded, to be disclosed.

Both parties retain the right to do business with third parties in matters that may be competitive with the interests of the other party to this Agreement. However, the confidentiality constraints above shall be binding and have precedence over these business matters. Upon termination of this Agreement, the terms of this paragraph shall remain in effect.

6. Ownership of Intellectual Property. *CONSULTANT* grants and assigns to *CLIENT* all rights to use any work product and to develop, manufacture, market or otherwise commercialize any product based on, directly related to or directly making use of the Services. *CLIENT* shall be responsible for verifying any property rights of other parties prior to use of any work product provided under this Agreement. *CLIENT* acknowledges that the use of any design, advice, drawing or other service provided by *CONSULTANT*, its employees and agents does not relieve *CLIENT's* responsibility to execute sufficient testing and judgment to ensure that any resulting product is suitable for usage in *CLIENT's* market.

7. Term and Termination.

(a) Unless terminated at an earlier date in accordance with Section 7(b), this Agreement shall commence as of the date first written above and shall continue for one year.

(b) This Agreement shall be terminated when either party gives at least fifteen (15) days written notice to the other party of the intent to terminate this Agreement. *CONSULTANT* shall be entitled to receive from *CLIENT* all fees and expenses incurred up to the date of termination in accordance with the billing procedures set forth in Section 4.

8. Limitations on Liability. Except as a result of gross negligence or willful misconduct, neither party shall be liable for any indirect, incidental, punitive, special or consequential damages whatsoever, including without limitation, any such damages for loss for business profits, for business interruption, for personal injury, loss of business information, data loss, damage to reputation or for any other pecuniary or other loss whatsoever. Except as expressly provided herein, there are no warranties, express or implied, by operation of law or otherwise, for any services furnished hereunder.

***CONSULTANT* DISCLAIMS ANY AND ALL IMPLIED WARRANTIES INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURCHASE.**

9. Disputes. Any action based on this Agreement, including disagreement, disputes regarding the terms and conditions, alleged breaches of contract, and remedies under contract, shall be governed by the laws of the State of Idaho and shall be adjudicated exclusively by a court of competent jurisdiction in Blaine County, Idaho. Prior to the filing of any action, the parties agree to mediate in good faith the dispute with the American Arbitration Association (AAA) or any other mutually acceptable mediator. If either party employs attorneys to enforce any rights arising out of or relating to this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees, costs and other reasonable and related expenses.

10. Miscellaneous.

(a) Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. This Agreement supersedes any and all prior agreements, oral or written, between the parties with respect to the subject matter hereof.

(b) Severability. If any provision of this Agreement is for any reason declared to be invalid or unenforceable, the validity and enforceability of the remaining provisions shall not be affected thereby. Such invalid or unenforceable provision shall be deemed modified to the extent necessary to render it valid and enforceable, and if no modification shall render it valid and enforceable, this Agreement shall be construed as if not containing such provision and the rights and obligations of the parties shall be construed and enforced accordingly.

(c) Amendment, Waiver, Modification or Termination. No amendment, waiver or termination or modification of this Agreement shall be binding unless it is in writing and signed by both *CONSULTANT* and *CLIENT* and dated subsequent to the date hereof. Performance of work by *CONSULTANT* and/or acceptance of payment by *CONSULTANT* for work performed and/or work to be performed for *CLIENT* beyond the scope of this Agreement does not constitute acceptance by *CONSULTANT* of amendments or modifications to this Agreement nor shall they be binding. No failure or delay by either party in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power, or privilege hereunder.

(d) Assignment. This Agreement and the rights and obligations of the parties hereunder shall not be assignable by either party without prior written consent of the other party.

(e) Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives and, to the extent permitted by subsection (d), successors and assigns of the parties hereto.

(f) Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original, and all of which, when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, *CLIENT* and *CONSULTANT* have executed this Agreement as of the date set forth in the first paragraph.

Date: 4/23/2009



Todd Mandeville, Principal  
Ketchum Computers, Inc.

Date: \_\_\_\_\_

\_\_\_\_\_  
(sign name)

\_\_\_\_\_  
(print name)

# City of Hailey Information Technology Plan

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## Versions:

- 1.0 (3/17/09) - Initial draft: Todd Mandeville
- 1.1 (3/24/09) - Updates from Todd and Roger
- 1.2 (3/30/09) - Minor adjustments: Todd
- 1.3 (4/8/09) - Incorporate additions from Heather
- 1.4 (4/9/09) - Include Digital Recording

## Introduction

This document includes a high level view of existing infrastructure as a starting point for developing an IT plan. Key players were interviewed to discover the most critical issues to be resolved. A summary of these issues has been defined. The IT Plan is centered on resolving these issues using industry standards and best practices. Implementation and timing of this plan will depend on budget and resources that can be allocated to this project.

## Existing Infrastructure

### Hailey City Hall

#### Network

Internet Connection: Cox Cable

Router: Nitix Server

Switch: 2 x Cisco Catalyst

#### Workstations

Front desk: 3 Workstations

Public Works: 3 Workstations (one not being used)

Administration: 4 Workstations and 1 Laptop

Planning: 4 Workstations and 1 Laptop

Building: 2 Workstations and 1 Laptop

Mayor: 1 Laptop

Police: 6 Workstations and 3 Laptops

#### Servers

##### Nitix Server

Generic AMD Athlon 64 Processor 4000+ 2.4Ghz 3Gb RAM

3 x 250Gb in RAID5 set

4 x 400Gb drives

##### Terminal Server (Windows 2000 Server)

Dell P2600 2.00Ghz 511Mb RAM

67Gb Drive

##### Document management Server

Micron desktop workstation

### Parks Department

#### Network

Internet Connection: BridgeMaxx

#### Workstations

1 Workstation

### Streets Department

#### Network

Internet Connection: BridgeMaxx

Router: Linksys WRT54G

#### Workstations

4 Workstations

Difficulty connecting to Caselle, many disconnects

Would like to implement IP Cameras

### Water/Wastewater Departments

#### Network

Internet Connection: BridgeMaxx

Router: Linksys RVL200

Switch: Dell 2224

DLink Network Attached Storage

Workstations  
9 Workstations

## Hailey Fire Department

### Network

Internet Connection: Cox Cable

### Workstations

4 Workstations of various operating systems

Need to backup SQL database for CodePal software

No centralized File storage

Concerns about Spam and email address spoofing

### Issues to resolve (see issue numbers in IT Plan below)

1. Stability of Primary Server, Application Compatibility
2. Outlook Shared Calendar Issues
3. Satellite office Caselle connectivity difficulties
4. Email Spam filtering
5. Email Archiving
6. Centralized file storage for satellite offices
7. Backups of File and Mail Servers
8. Coordinated Software Licensing
9. Coordinated Hardware Purchasing
10. Website hosting, Intranet
11. Digital recording for meetings
12. Telephone and communications costs

## IT Plan

### Servers

#### Primary File/Email Server (Issue 1, 2, 10)

Replace Nitix Server with Windows Small Business Server 2008

Microsoft Windows Server has been selected as it is the industry standard for businesses and large organizations. Most business applications are designed and written to run on the Windows Platform. The integration of the Windows operating system and Microsoft Office on the workstations in conjunction with the Windows Server will provide higher reliability and stability.

See attached Dell 2900 quote from Roger

Setup drives with the following RAID configuration:

- 2 x 146Gb drives for Operating System in RAID 1 Mirror set
- 3 x 450Gb drives for Data in RAID 5 set
- 1 x 450Gb drive as global hot spare.

Operating System: Windows 2008 Small Business Server Premium (includes 5 User CALS)

Client Access Licenses: SBS User (Includes Server, Exchange, SQL) 50 CALS.

Migrate Files and email from Nitix server to new server

Windows Small Business Server 2008 includes Sharepoint Server that can be utilized as an Intranet for web based communication with the City of Hailey.

#### Terminal Server (Issue 3)

Upgrade Terminal Server to Windows Server 2008

Identify hardware. May require new hardware or repurposing the existing Nitix server.

Utilize Windows Server Standard that is included with SBS 2008 Premium

Purchase Terminal Services CALS

Install Caselle

Configure main SBS server as Terminal Services Licensing server

#### Backup (Issue 7)

Recommend attached storage backup plus Online or Satellite office backups

#### Attached Storage

Backup file server to external Hard Drive. Repurpose 400Gb drives from Nitix server. Purchase USB external drive cases.

#### Online backup solutions

##### *Mozy Pro*

Server Licenses: \$6.95 + \$0.50/GB per month

Includes Exchange email backup

<http://mozy.com/pro>

-or-

##### *Carbonite \$55/year*

Does not include Exchange email backup

<http://carbonite.com/>

-and/or-

#### Satellite Office Backup

Configure backups to push to storage device at a satellite office.

Configure Dlink NAS drives to backup to City Hall. Does not include Exchange email backup.

#### Setup Site to Site Virtual Private Network (VPN) - (Issue 2, 3)

See attached diagram

Replace all routers with Netgear FVS338 VPN Firewalls \$200 x 4

<http://netgear.com/Products/VPNandSSL/WiredVPNFirewallRouters/FVS338.aspx>

Recommend wired internet provider such as Cox or Qwest where available

Outlook, Caselle and other data will traverse these VPN connections.

#### Shared calendaring, address books, tasks (Issue 2)

Implement Exchange 2007 as part of Small Business Server 2008 to manage email, calendaring, tasks, and global address book.

Uninstall Exchangelt from workstations.

Connect Outlook on workstations to Exchange Server using cached exchange mode.

Setup permissions and sharing.

### **Email Security (Issue 4)**

#### **Spam filtering**

Utilize Postini Spam and Virus filtering for email. \$12/mailbox/year

Business class inbound and outbound spam filtering externally hosted.

### **Email Archiving (Issue 5)**

#### **Internal Hardware Appliance**

Barracuda Mail Archiver 150 \$1999

Yearly Maintenance \$499

<http://www.barracudanetworks.com/ns/products/archiver-overview.php>

There are a number of options for email archiving. Barracuda has been selected as the best fit based on price, maintenance, and ease of implementation. Other options and pricing can be provided.

### **Satellite Office Centralized storage (Issue 6, 7)**

Provide Dlink Network Attached storage for files. Configure backups as above.

<http://www.dlink.com/products/?sec=0&pid=509>

### **Software Licensing (Issue 8)**

Utilize Microsoft eOpen Government Licensing through Dell.

Microsoft Software Assurance does offer upgrade protection and home usage licensing, but at significant cost.

### **Hardware Purchasing (Issue 9)**

Standardize on Dell Optiplex or Precision workstations. Budget for 4 year replacement plan.

### **Website Hosting (Issue 10)**

Current registration \$35/year (Network Solutions)

Current hosting \$50/year (Sun Valley Skylan/CTS)

Recommend transferring domain registration and hosting to Godaddy.com (Windows Hosting)

Lower pricing:

Godaddy registration \$9/year

Godaddy hosting 150Gb plan \$7/month or unlimited plan \$15/month

Allows City of Hailey full control of Name Server and DNS Zone file so we aren't relying on a 3<sup>rd</sup> party to make changes on our behalf.

Steps:

Domain transfer to Godaddy

FTP copy of website to Godaddy hosting

Adjust email forms where required

Change www pointers to new host.

### **Digital Recording (Issue 11)**

Software: For The Record, Minutes

Connects to existing microphone system in City Hall meeting room.

Utilize server storage for recordings.

### **Phone and Communications systems (Issue 12)**

Evaluate existing setup/costs and Voice over IP based solution

**Internally Hosted Hybrid system**

Fonality PBXtra

<http://pbxtra.fonality.com/>

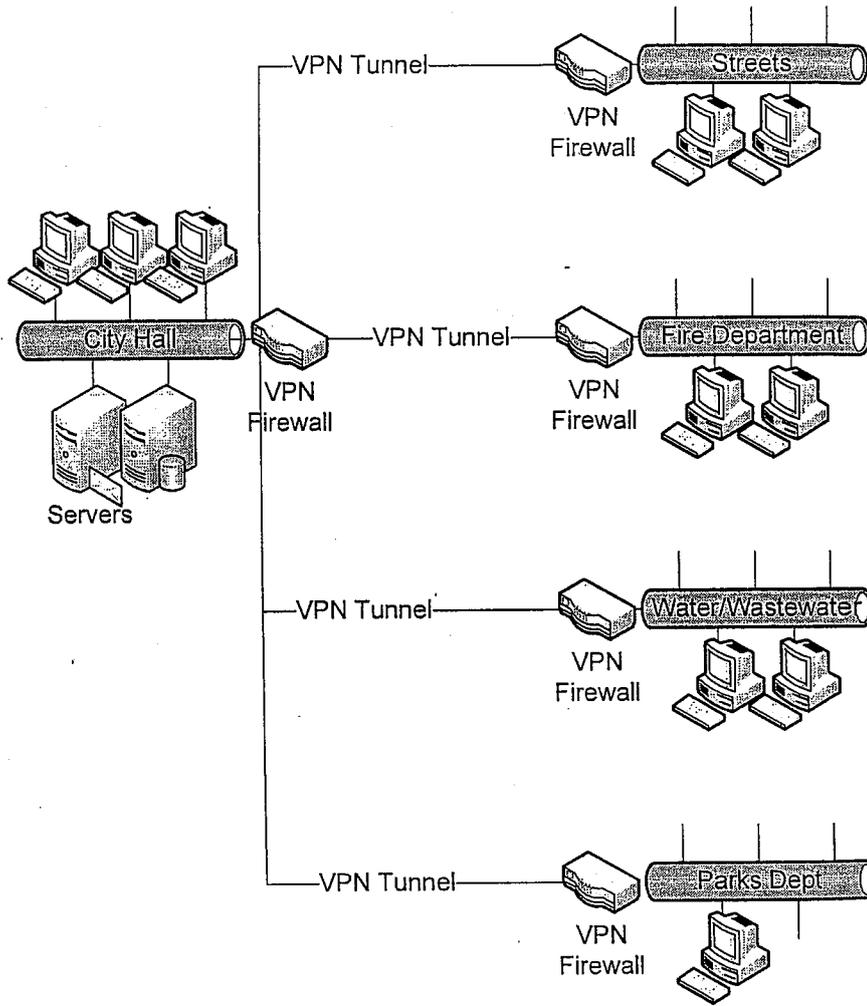
**Explore externally hosted Voice over IP solutions**

Qwest OneFlex Hosted VoIP

<http://www.qwest.com/smallbusiness/products/voip/index.html>

# High level Network View

Monday, March 30, 2009



# DELL

## QUOTATION

QUOTE #: 478831797  
 Customer #: 15645233  
 Contract #: 70137

Customer Agreement #: Dell Std Terms

Quote Date: 3/11/09

Date: 3/11/09 12:49:58 PM

Customer Name: CITY OF HAILEY

<b>TOTAL QUOTE AMOUNT:</b>	<b>\$5,716.03</b>		
Product Subtotal:	\$5,716.03		
Tax:	\$0.00		
Shipping & Handling:	\$0.00		
Shipping Method:	Ground	Total Number of System Groups:	1

GROUP:	QUANTITY:	SYSTEM PRICE:	GROUP TOTAL:
1	1	\$5,716.03	\$5,716.03
Base Unit:	Quad Core Xeon Processor E5405 2x6MB Cache, 2.0GHz, 1333MHz FSB, PE2900 (223-4719)		
Processor:	Quad Core Xeon E5405 2nd Processor, 2x6MB Cache, 2.0GHz/1333MHz FSB, PE2900 (311-8025)		
Memory:	8GB 667MHz (4x2GB), Dual Ranked Fully Buffered DIMMs (311-6197)		
Keyboard:	No Keyboard Selected (310-5017)		
Video Card:	LOM NICs are TOE Ready (430-2968)		
Hard Drive:	146GB 15K RPM Serial-Attach SCSI 3Gbps 3.5-in HotPlug HardDrive (341-3031)		
Hard Drive Controller:	PERC6i SAS RAID Controller Internal with Battery (341-5699)		
Floppy Disk Drive:	No Floppy Drive (341-3052)		
Operating System:	No Operating System (420-6320)		
NIC:	Embedded Broadcom, GB Ethernet NICS with TOE (430-1764)		
CD-ROM or DVD-ROM Drive:	16X DVD-ROM for PowerEdge 2900 (313-5854)		
Sound Card:	Bezel for Rack Configuration PE 2900 (313-3914)		
Documentation Diskette:	Electronic Documentation and OpenManage DVD Kit (310-7402)		
Additional Storage Products:	146GB 15K RPM Serial-Attach SCSI 3Gbps 3.5-in HotPlug HardDrive (341-3031)		
Feature	Integrated SAS/SATA RAID 0 PERC 6/i Integrated/SAS6iR (341-5753)		
Feature	Rack Chassis with Sliding Rapid/Versa Rails, Universal (313-5852)		
Service:	Pro Support for IT: Next Business Day Onsite Service After Problem Diagnosis, 2Year Extended (987-1262)		
Service:	Pro Support for IT: Next Business Day Onsite Service After Problem Diagnosis, Initial Year (987-5710)		
Service:	Dell Hardware Warranty, Extended Year(s) (984-1469)		
Service:	Dell Hardware Warranty Plus Onsite Service Initial YR (984-1467)		
Service:	ProSupport for IT: 7x24 HW / SW Tech Support and Assistance for Certified IT Staff, 3 Year (987-1302)		
Service:	Thank you choosing Dell ProSupport. For tech support, visit <a href="http://support.dell.com/ProSupport">http://support.dell.com/ProSupport</a> or call 1-800-945-33 (989-3439)		
Installation:	On-Site Installation Declined (900-9997)		
Misc:	Redundant Power Supply with Y-Cord for PowerEdge 2900 (310-7405)		

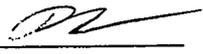
Misc:	Power Cord, NEMA 5-15P to C14, 15 amp, wall plug, 10 feet / 3 meter (310-8509)
Misc:	450GB 15K RPM Serial-Attach SCSI 3Gbps 3.5-in HotPlug HardDrive (341-6153)
Misc:	450GB 15K RPM Serial-Attach SCSI 3Gbps 3.5-in HotPlug HardDrive (341-6153)
Misc:	450GB 15K RPM Serial-Attach SCSI 3Gbps 3.5-in HotPlug HardDrive (341-6153)
Misc:	450GB 15K RPM Serial-Attach SCSI 3Gbps 3.5-in HotPlug HardDrive (341-6153)
	CFI, Information Only, RAID5, 3 Hard Drive, Factory Install (361-4536)
	CFI, Multi, Information, RAID1, 2HD, Factory Install (361-6553)
	CFI, Information, Hotspare, Hard Drive, Factory Install (361-8968)
	CFI, Information, Hard Drive, Install Increasing Order, Factory Install (361-1722)
	CFI Titan Code for CFI FIDA or Bypass SI (364-1846)
	CFI Bypass EIDO (364-7502)
	CFI Routing SKU (365-0257)
	CFI, Rollup, Integration, OR-Raid, Without OS, Serv (366-4303)
	CFI, Information, Order Ready, 9104C1, Factory Install (372-1457)

Qty	IT Plan Expenses v1.4	Per Unit	Total
	<b>Hardware</b>		
1	Dell PE2900 Rack Mounted SBS Server	\$ 5,716.03	\$ 5,716.03
2	External USB hard drive backups(one for each server?)	\$ 50.00	\$ 100.00
4	Netgear FVS338 VPN Firewall	\$ 200.00	\$ 800.00
2	Dlink drive enclosure D link DNS 323	\$ 160.00	\$ 320.00
4	Hard Drives-1TB Green WD10EACS	\$ 120.00	\$ 480.00
1	Barracuda Mail Archiver150	\$ 2,000.00	\$ 2,000.00
		<b>Total</b>	\$ 9,416.03
	<b>Licensing &amp; Software</b>		
50	SBS Client Access Licenses	\$ 49.80	\$ 2,490.00
10	Terminal Server CALs	\$ 56.53	\$ 565.30
1	Window Server 2008 Small Business Preimum (inc 5 CAL's)	\$ 1,176.55	\$ 1,176.55
1	Symantec Backup Exec	\$ 392.00	\$ 392.00
1	For The Record   Minutes, recording software	\$ 995.00	\$ 995.00
		<b>Total</b>	\$ 5,618.85
	<b>Ongoing Expenses (Yearly)</b>		
55	Postini Spam Filtering \$12/mailbox/year	\$ 12.00	\$ 660.00
1	Barracuda Mail Archiver Maintenance Subscription	\$ 500.00	\$ 500.00
1	Online Backup	\$ 50.00	\$ 50.00
		<b>Total</b>	\$ 1,210.00
	<b>Internet Access (Yearly) Existing</b>		
1	Water/Wastewater Dept (BridgeMaxx)	\$ 69.99	\$ 839.88
1	Street Dept (BridgeMaxx)	\$ 69.99	\$ 839.88
1	City Hall (Cox)	\$ 74.95	\$ 899.40
1	Fire Dept (Cox)	\$ 55.00	\$ 660.00
1	Park Dept (BridgeMaxx)	\$ 49.99	\$ 599.88
		<b>Total</b>	\$ 3,839.04
	<b>Website (Yearly)</b>		
1	Domain Registration	\$ 10.00	\$ 10.00
1	Web Hosting	\$ 14.00	\$ 168.00
		<b>Total</b>	\$ 178.00

Tasks	Todd	Roger	
Get Passwords from users		1	
File and Email cleanout		10	
Existing Server Data Backup		3	
Setup Windows SBS 2008 Server	4	4	
Create User Accounts, set passwords, Security Groups	1	2	
Setup Email aliases and info account	1	1	
Attach printers to Server	1	1	
Configure Outlook Web Access and Remote Web Workspace	1	1	
Purchase and Install SSL certificate	1	1	
Add CNAME and A records		0.5	
Setup Postini	2	2	
Change MX records		0.5	
Copy Server Data (Department shared data) Set permissions	1	4	
Migrate Email (Export to .PST, Import PST into Exchange, .NK2)	1	30	
Join workstations to domain	4	20	
Migrate User Data (My Docs, Favorites, Desktop)	1	30	
Setup Backups	3	5	
Antivirus		4	
Server Health and Backup Reporting	1	1	
Setup Terminal Server	4	6	
Install Caselle		2	
Setup port forwarding on firewall	1	1	
Setup VPN connections	3	3	
Setup Satellite office file storage		10	
Testing		15	
Documentation	2	5	
User Training	2	10	
	Total Hours	34	173



AGENDA ITEM SUMMARY

DATE: 4/27/09 DEPARTMENT: PW - Parks DEPT. HEAD SIGNATURE: 

**SUBJECT:** Authorize the selection of Ruscitto/Latham/Blanton as Architects for the Rodeo Grounds Project

**AUTHORITY:**  ID Code \_\_\_\_\_  IAR \_\_\_\_\_  City Ordinance/Code \_\_\_\_\_  
(IF APPLICABLE)

**BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:**

See accompanying memo

**FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:** Caselle # \_\_\_\_\_  
Budget Line Item # \_\_\_\_\_ YTD Line Item Balance \$ \_\_\_\_\_  
Estimated Hours Spent to Date: \_\_\_\_\_ Estimated Completion Date: \_\_\_\_\_  
Staff Contact: Tom Hellen Phone # 788-9830 Ext 14  
Comments:

**ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS:** (IF APPLICABLE)

<input 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 type="checkbox"/> Public Works, Parks	<input type="checkbox"/> Mayor	_____

**RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:**

**ADMINISTRATIVE COMMENTS/APPROVAL:**

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

**ACTION OF THE CITY COUNCIL:**

Date \_\_\_\_\_

City Clerk \_\_\_\_\_

**FOLLOW-UP:**

\*Ord./Res./Agmt./Order Originals: Record  
Copies (all info.): \_\_\_\_\_  
Instrument # \_\_\_\_\_

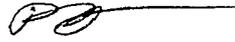
\*Additional/Exceptional Originals to: \_\_\_\_\_  
Copies (AIS only)

Draft 12-30-03

# Public Works Memo

**To:** Mayor Rick Davis  
City Council Members

**CC:** Heather Dawson, City Administrator  
Becki Keefer, Parks Project Coordinator

**From:** Tom Hellen, Public Works Director/City Engineer 

**Re:** Selection of Architect for the Rodeo Grounds

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On April 15, 2009 the Parks & Lands Board, Hailey Ice and Sawtooth Ranger members listened to presentations from three architects regarding the project to improve the Rodeo Grounds and add a place for Hailey Ice. All participants were asked to provide a ranking of the architects based on criteria including Project Understanding, Schedule, Public Process and Experience.

The attached spreadsheet shows the results of these rankings and ranks Ruscitto/Latham/Blanton as the architects of choice.

The Parks & Lands Board is requesting authorization to begin negotiating with Ruscitto/Latham/Blanton on a scope of work and budget.

Reviewer	Jay Cone	Michael Doty	Ruscitto/Latham/Blanton
P&L Board Member	79	60	76
P&L Board Member	78	69	73
P&L Board Member	70	60	78
P&L Board Member	45	72	73
P&L Board Member	70	65	75
	342	326	375
Hailey Ice	67	62	75
Hailey Ice	84	90	90
Hailey Ice	68	75	81
Staff	79	72	81
	298	299	327
Totals (P&L Board + 1/3 of the adjacent groups and staff)	441	426	484



AGENDA ITEM SUMMARY

DATE: April 27, 2009 DEPARTMENT: Planning DEPT. HEAD SIGNATURE: BR

**SUBJECT:** Findings of Fact and Conclusions of Law – Rezone of Lots 8-12 and 20-24, Block 125, Hailey Townsite and the northern half of vacated Cedar Street (311 Cedar St. East) from General Residential (GR) to Limited Business (LB).

**AUTHORITY:**  ID Code \_\_\_\_\_  IAR \_\_\_\_\_  City Ordinance/Code \_\_\_\_\_  
(IF APPLICABLE)

**BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:**

On April 13, 2009, the Hailey City Council considered an application submitted by the Idaho National Guard for an amendment to the Hailey Zoning Map. The proposed amendment would change the zoning of Lots 8-12 and 20-24, Block 125, Hailey Townsite and the northern half of vacated Cedar Street (311 Cedar St. East) from General Residential (GR) to Limited Business (LB). The Council voted to approve the rezone subject to a development agreement. The development agreement is attached.

**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)

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

**RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:**

Review the findings of fact and development agreement and approve as drafted or as modified by the Council.

**ADMINISTRATIVE COMMENTS/APPROVAL:**

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

**ACTION OF THE CITY COUNCIL:**

Date \_\_\_\_\_

City Clerk \_\_\_\_\_

**FOLLOW-UP:**

\*Ord./Res./Agmt./Order Originals: Record  
Copies (all info.): \_\_\_\_\_  
Instrument # \_\_\_\_\_

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

## FINDINGS OF FACT, CONCLUSIONS OF LAW AND DECISION

On April 13, 2009, the Hailey City Council considered an application submitted by the Idaho National Guard for an amendment to the Hailey Zoning Map. The proposed amendment would change the zoning for The Hailey Armory from General Residential (GR) to Limited Business (LB). The subject property is located at 311 East Cedar Street. The Council, having been presented with all information and testimony in favor and in opposition to the proposal, hereby makes the following Findings of Fact, Conclusions of Law and Decision.

### FINDINGS OF FACT

#### Notice

Notice for the public hearing was published in the Idaho Mountain Express and was mailed to property owners within 300 feet and to public agencies and area media on March 25, 2009; and notice was posted on all external boundaries of the property on April 6, 2009.

#### Application

The Idaho Army National Guard has submitted an application for an amendment to the zone district map for the City of Hailey. The application would change the zoning of Lots 8-12 and 20-24, Block 125, Hailey Townsite and the northern half of vacated Cedar Street (311 Cedar St. East) from General Residential (GR) to Limited Business (LB). The rezone would allow for a freestanding wireless tower upon approval of a Conditional Use Permit.

Uses adjacent to the subject property include: an inn/bed-and-breakfast to the immediate north; Roberta McKercher Park to the immediate south; the Blaine County Senior Center and a school to the immediate west; and multi-family residences to the east. Several limited business establishments are in close proximity to the east and west, although none are directly adjacent to or directly across the street from the subject property.

The substantial difference between the GR and LB districts are listed below. The purpose of the GR District is to provide areas for a variety of residential uses, and a limited number of other uses compatible with this type of residential development. The intent is to preserve the favorable amenities associated with a residential neighborhood.

The purpose of the LB District is to provide areas for a wide range of residential uses, restricted business uses, and medical facilities. The LB District is intended to allow for commercial uses that would not detract from the established downtown retail businesses, hence general retail is not allowed.

Currently permitted, conditional and accessory uses and bulk regulations in the LB District are set forth in Section 4.5 of the Hailey Zoning Ordinance.

### **Procedural History**

Currently, the property is owned jointly by the State of Idaho and the City of Hailey and is zoned GR. The Idaho Army National Guard has concurrently applied for a Wireless Permit and Conditional Use Permit and Design Review of the proposed wireless tower, which the Planning and Zoning Commission approved, with conditions of approval, on March 16, 2009. Approval of the rezone and Conditional Use Permit is required in order to issue a Wireless Permit for a freestanding tower at this location.

The current use for the property is the Hailey Readiness Center (Armory), which is the primary drill facility for the Idaho Army National Guard, and has been used continuously as such since 1973. The current use is considered a Public Use. The subject use is currently non-conforming within the GR district and would continue to be non-conforming in the LB district, without a Conditional Use Permit.

Pursuant to Section 13.3 of the Hailey Zoning Ordinance, non-conforming uses may be continued, as long the use isn't enlarged or extended in a manner that would be considered to increase the degree of non-conformity. Such changes, which would be considered to increase the degree of non-conformity, are as follows: increase in square footage of the building, hours of operation, traffic generated, and volume of goods handled.

Section 13.5, Expansion of Use, states, "A non-conforming use shall not be used as justification for adding other structures or uses prohibited in the same district." Because the applicant has concurrently applied for a Conditional Use Permit for the freestanding wireless facility, the use of the building as a Public Use is not considered to be expanded – the structure (i.e. wireless tower) is allowed in the LB with a Conditional Use Permit and therefore, does not increase the degree of non-conformity.

### **Commission's Recommendation**

Based upon the above Findings of Fact, the Commission made the following recommendation:

1. The Zoning Map amendment is in accordance with the Hailey Comprehensive Plan.
2. The Zoning Map amendment shall be amended pursuant to a Development Agreement, which shall require the subject property to revert back to General Residential, if the property's use ever changes from its current use as the Hailey Readiness Center (Armory).

### **Analysis and Discussion**

The Townsite Overlay District is an overlay district, setting forth bulk regulations and design standards. Where the regulations specified in the Townsite Overlay District differ from corresponding regulations specified for the underlying zoning district, the

requirements of the Townsite Overlay District apply and control. The Townsite Overlay requirements do not affect the use regulations of the underlying zoning district.

When considering this rezone the Council evaluated the differences between the two districts; Townsite Overlay bulk regulations with underlying zoning regulations and underlying zoning regulations without the Townsite Overlay District. In the event that the subject property is ever removed from the Townsite Overlay boundary the underlying district regulations would apply.

The substantial differences in use, between GR and LB districts, are listed below.

In addition to the permitted uses allowed in General Residential, Limited Business also allows for the following additional permitted uses:

- lodging establishments
- professional offices, excluding veterinarians
- health care and social assistance
- real estate and property management companies
- catering services
- arts, entertainment and recreation uses (indoor and outdoor)
- Personal services where retail sales are clearly incidental to the principal use and no outside storage yard or facility is required
- semi public uses
- government offices and public administration, except correctional institutions
- PWSFs or WCFs, attached to street poles, upon the issuance of a wireless permit in accordance with the provisions of Article VIIA of the Hailey Zoning Ordinance.

Conditional uses allowed in LB and prohibited in GR district are as follows:

- Gasoline Stations and Automotive Repair and Maintenance
- Restaurants
- Wholesale distributors
- Convenience Stores
- Medical personal care stores
- Finance and insurance firms
- Construction contractors' offices with no exterior storage
- PWSF's and WCF's, mounted on any proposed freestanding tower (in GR it can be attached to street poles or mounted on existing buildings or structures, but not freestanding towers)

Accessory Uses allowed in LB, but prohibited in the GR district are as follows:

- Combustible liquid tanks.
- PWSF's and WCF's, mounted on existing buildings or structures.

The differences in bulk requirements can be evaluated separately, with and without regard to the Townsite Overlay District.

The difference in bulk requirements without regard to the Townsite Overlay are as follows:

<b>Bulk Regulations</b>	<b>LB</b>	<b>GR</b>
Maximum townhouse sub-lots per acre	20	10
Maximum multi-family residential aggregate density	One (1) dwelling unit per 1/20 of an acre	One (1) dwelling unit per 1/10 of an acre
Maximum aggregate gross floor area for individual retail/wholesale trade or grouped retail/wholesale trade	36,000 square feet	N/A (Not a permitted use)
Riparian setback	N/A (No riparian setback)	Required
Maximum Lot Coverage	N/A (No maximum)	40%
Size of Detached Accessory Dwelling Unit	N/A (No minimum or maximum)	Minimum gross floor area of 300 square feet and a maximum of 950 square feet

The following are the bulk regulation differences between GR and LB, set forth in the Townsite Overlay District, Section 4.13.6 of the Hailey Zoning Ordinance:

<b>Bulk Requirements</b>	<b>LB in Townsite Overlay</b>	<b>GR in Townsite Overlay</b>
Maximum Building Height	35 feet	30 feet
Maximum Lot Coverage	70%	25-40% depending on building height and whether a garage is on-site
Maximum Lot Size	No maximum	18,000 square feet

The purpose of the LB District is to provide areas for a wide range of residential uses, restricted business uses, and medical facilities. The LB District is intended to allow for commercial uses that would not detract from the established downtown retail businesses, hence general retail is not allowed.

Section 14.8 of the Hailey Zoning Ordinance allows for the rezone of certain parcels to be made conditional upon the owner or developer of the property making a commitment concerning the use or development of the subject parcel. The Council considered different development agreement scenarios, such as rezoning the property to LB, but limit all non-public and non-residential permitted uses as well as all conditional uses, excluding public uses and freestanding wireless towers, which are the two conditional uses that would pertain to this property. The Council also considered a development agreement, which would specify that in the event that the current conditional use for wireless towers ceases to exist, the property would exclude this conditional use. A development agreement would reduce the impacts felt by neighboring residential areas and may help preserve the residential character, if in the future the property's use were to change.

The Council considered whether limiting the use of the property is deemed appropriate given that the property is jointly owned by the City. The Council determined that the Commission’s recommendation, to revert the property back to GR zoning if the Armory ever ceases its operations at this location or if the use of the freestanding wireless tower is discontinued, was appropriate.

**Standards of Evaluation**

Section 14.6 of the Hailey Zoning Ordinance establishes the standards for proposed zoning ordinance map amendments. For each applicable standard (in bold print), the Council makes the following Findings of Fact:

- 1. The proposed amendment is in accordance with the Comprehensive Plan;**  
 The Comprehensive Plan Land Use Map reflects suitable projected land uses for the City. It considers existing conditions, trends, and desirable future situations, the objective being a balanced mix of land uses for the community. The Map establishes a basis and direction for the expansion and/or location of business, residential, industrial, institutional and green space areas within and adjacent to the City. The Land Use Map depicts the area of the proposed rezone as Transitional, which is defined as a “mixed use, including residential, providing a buffer between residential neighborhoods and intense business use.” The Council referred to the purpose of the LB District to determine whether rezoning this area to LB is consistent with the Land Use Map. The nature of the Hailey Armory, although a public use, is neither commercial, nor residential and has existed on this site since 1973.

	<b>COMP PLAN DESIGNATION (LAND USE MAP)</b>	<b>ZONING DESIGNATION</b>	<b>LAND USE</b>
<b>Existing</b>	Transitional	GR (General Residential)	Hailey Readiness Center (Hailey Armory)
<b>Proposed</b>	No Change	LB (Limited Business)	No change
<b>North of site</b>	Residential	GR (General Residential)	Residential
<b>South of site</b>	Transitional	RGB (Recreation)	Park/Recreation
<b>East of site</b>	Residential	LB (Limited Business)	Residential/mixed
<b>West of site</b>	Transitional	GR (General Residential)	Institutional/mixed

- Land Use Districts, Section 5.4 states, “Encourage integration of compatible land uses in order to retain a compact City comprised of a central downtown, with surrounding diverse neighborhoods, thereby reducing sprawl and traffic,

increasing efficiency, and creating neighborhood and community character.”

- Land Use Districts, Section 5.6 states, “Provide adequate areas for institutional and public facilities, such as schools, senior care, medical, judicial and other community facilities, integrated within the community.”

The Hailey Armory has been operating on this site since 1973. While the intended use of the Armory is what is now called a “Readiness Center”, the public has often used this building for many other community events and functions. The Council determined the use and building are integrated into our community.

- Due Process and Public Input, Section 5.8 states, “Proactively amend the Hailey Zone District map to resolve significant conflicts between the Land Use Map and the Zoning Map.” The Council considered the rezone compatible with the Land Use Map given that the property is shown as a “Transitional” area on the Land Use Map and the nature of the existing and continued use.
- Public Facilities, Utilities and Services, Section 9.2 states, “Review and support of services by other entities at appropriate locations.” The Council found this service is at an appropriate location and it should continue to be supported.

FINDING: The Council referred to the purpose of the LB District to determine whether rezoning this area to LB is consistent with the Land Use Map. It was determined that the it is consistent and that the rezone was in accordance with the Comprehensive Plan.

**2. Essential public facilities and services are available to support the full range of proposed uses without creating excessive additional requirements at public cost for the public facilities and services;**

The Armory is located close to the southern entrance to downtown Hailey and at the very corner of the Townsite Overlay District. Except for sidewalks, which was a condition of Design Review approval when the Hearing Examiner reviewed this application on December 5, 2008 and adopted the Findings of Fact, Conclusions of Law and Decision on December 12, 2008, all city services to this property currently exist. With the construction of sidewalks, required by Design Review approval, the Council made a positive finding under this standard. The Hailey emergency services are within a few blocks and all utilities exist at the site.

FINDING: The Council determined that essential public services and facilities are available and the proposed use will not create excessive additional requirements.

**3. The proposed uses are compatible with the surrounding area; and**  
The surrounding uses are a mix of residential, limited businesses, a park, the airport, public and semi-public uses. While the properties to the north are zoned GR (General Residential), the subject property is at the southern edge of the GR-

zoned properties and is located within an area that transitions from residential to Main Street properties and uses. Properties located diagonally from this property are zoned LB. Furthermore, the applicant is not proposing any changes in the use of the property, aside from the proposal for the wireless towers.

FINDING: The Council determined that the use is compatible with the surrounding area.

**4. The proposed amendment will promote the public health, safety and general welfare.**

The intent of the Hailey Readiness Center is to provide a facility in which the National Guard may train for missions in defense of the public. The Army National Guard by its very nature embodies the promotion of public safety.

FINDING: The Council determined that the public health, safety and welfare of the citizens of Hailey will be promoted by the rezone request.

### CONCLUSIONS OF LAW AND DECISION

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

1. Adequate notice, pursuant to Section 14.4.1 of the Hailey Zoning Ordinance No. 532 and Idaho Code, Section 67-6511, was provided.
2. The Zoning Map amendment is in accordance with the Hailey Comprehensive Plan.
3. The Zoning Map amendment shall be amended pursuant to a Development Agreement, which shall require the subject property to revert back to General Residential, if the property's use ever changes from its current use as the Hailey Readiness Center (Armory) or the freestanding wireless tower is discontinued.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
Rick Davis, Mayor, City of Hailey

Attest:

\_\_\_\_\_  
Mary Cone, City Clerk

### CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the \_\_\_\_\_ day of \_\_\_\_\_, 2009, I served a true and correct filed copy of the within and foregoing document upon the parties named below, in the manner noted:

Via Electronic Mail:	Eugene Gussenhoven	<u><a href="mailto:eugene.gussenhoven@id.ngb.army.mil">eugene.gussenhoven@id.ngb.army.mil</a></u>
	Dean Hagerman	<u><a href="mailto:dean.hagerman@us.army.mil">dean.hagerman@us.army.mil</a></u>
	Doug Werner	<u><a href="mailto:douglas.werner@us.army.mil">douglas.werner@us.army.mil</a></u>
	Martin Powell	<u><a href="mailto:martin@zga.com">martin@zga.com</a></u>

CITY OF HAILEY

By \_\_\_\_\_  
Becky Mead, Administrative Assistant

## DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement") is dated this \_\_\_ day of April, 2009, by and between the CITY OF HAILEY, IDAHO, a municipal corporation ("City") and the STATE OF IDAHO and the CITY OF HAILEY ("Owners") (collectively the City and Owners are referred to as the "Parties").

### RECITALS

A. The City is a municipal corporation possessing all powers granted to municipalities under the applicable provisions of the Idaho Code, including the power to zone and enforce zoning within the boundaries of the property, and the power to contract.

B. The City of Hailey, as to an undivided ½ interest, and the State of Idaho, as to an undivided ½ interest, are the owners in fee simple of a parcel of property located in the City of Hailey, Idaho, more particularly described as a) Lots 8 through 12, inclusive, Block 125 Original Hailey Townsite, b) Lots 20 through 24, inclusive, Block 125 Original Hailey Townsite, c) the vacated alley between Lots 8 through 12, inclusive, and Lots 20 through 24, inclusive, Block 125 Original Hailey Townsite, and d) the fifty foot (50') portion north of the centerline of the right-of-way known as Cedar Street, directly between Blocks 125 and 136, of the Original Hailey Townsite, as shown on the official Plat of the City of Hailey on file in the office of the Blaine County Recorder (the "Property").

C. The Owners have filed an application to rezone the Property from General Residential (GR) to Limited Business (LB), all in accordance with and pursuant to the provisions of the City's Zoning Ordinance. The Property is also subject to the Townsite Overlay (TO) zoning district and will remain subject to Townsite Overlay (TO) zoning district upon the rezone to Limited Business (LB).

D. The State of Idaho has operated and currently operates a readiness center for the Idaho Army National Guard (the "Armory") and intends to construct a freestanding wireless tower upon approval by the City of a conditional use permit for the wireless tower. The Armory is classified as a Public Service, Public Use and Public Utility Facility under the City's Zoning's Ordinance and is operating without a conditional use permit. Under both the General Residential (GR) and Limited Business (LB) zoning districts, a Public Service, Public Use and Public Utility Facility is a conditional use. A freestanding wireless tower requires a conditional use permit in the Limited Business (LB) zoning district, whereas, a freestanding wireless tower is not a permitted, conditional or accessory use in the General Residential (GR) zoning district.

D. The City upon acceptance and execution of this Agreement has duly noticed, and shall pass an ordinance, and in conformity with the laws of the City of Hailey, and the State of Idaho, thereby zoning the Property as Limited Business (LB).

E. The Parties agree the Property shall be developed in accordance with the terms and conditions of this Agreement and any additional conditions and requirements imposed by the City during the approval of the rezone application.

## AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises, agreements, terms and conditions set forth herein, the Parties covenant and agree as follows:

- 1) Incorporation of Recitals. The Recitals set forth above are an integral part of this Agreement and are fully incorporated herein by this reference.
- 2) Zoning Designation. Upon approval of this Agreement the Property shall be classified and zoned Limited Business (LB). The Parties acknowledge that rezoning of the Property cannot exist solely by virtue of this Agreement.
- 3) Development of Property. The Property shall generally be developed as set forth in those certain Findings of Fact, and Conclusions of Law, adopted by the City on the 27<sup>th</sup> day of April, 2009, attached hereto as **Exhibit "A;"** the Design Review Findings of Fact, and Conclusions of Law, adopted by the City on the 12<sup>th</sup> day of December, 2008, attached hereto as **Exhibit "B;"** and in accordance with the conditions and requirements of the Hailey Zoning Ordinance.
- 4) Reversion. In further consideration of the terms and conditions herein, the Owners agree that the Property will automatically revert back to a General Residential (GR) zoning district with the overlay zoning district of the Townsite Overlay (TO) if the Armory or the freestanding wireless tower is abandoned or ceases to operate, or if the Property is not developed in accordance with this Agreement.
- 5) Police Powers. Except as otherwise expressly provided herein, nothing contained herein is intended to limit the police powers of the City or its discretion in review of subsequent applications regarding development of the Property. This Agreement shall not be construed to modify or waive any law, ordinance, rule, or regulation not expressly provided for herein, including, without limitation, applicable building codes, fire codes, zoning ordinance and subdivision ordinance requirements for the Property.
- 6) Amendment. This Agreement may be revised, amended, or canceled in whole or in part, only by means of a written instrument executed by both parties hereto and as evidenced by amended plats and development plans.
- 7) Remedies. In the event the Property is not developed in accordance with this Agreement, or if Owners, either individually or jointly, or their successors and assigns, if any, materially breach, default or fail to perform any material obligation under this Agreement and do not cure such breach, default or failure within thirty (30) days after written notice from City of the breach, default or failure, or in the case of a breach which is incapable of being cured within a thirty (30) day time period, the Owners, either individually or jointly fail within thirty (30) days after written notice from City to commence to cure the same and thereafter to prosecute the cure of such breach with due

diligence and continuity, the City has the right to take any and all remedies allowed at law or equity. Subject to the conditions set forth herein, in the event of a breach of this Agreement, in addition to all other remedies of law or in equity, this Agreement shall be enforceable by specific performance by either party hereto. All remedies shall be cumulative.

8) Attorney's Fees. If a suit, action, or other proceeding arising out of or related to this Agreement is instituted by any party to this Agreement, the prevailing party shall be entitled to recover its reasonable attorney fees, expert witness fees, and costs (i) incurred in any settlement negotiations, (ii) incurred in preparing for, prosecuting or defending any suit, action, or other proceeding, and (iii) incurred in preparing for, prosecuting or defending any appeal of any suit, action, or other proceeding. For the purpose of this section, "attorney fees" shall mean and include (i) attorney fees and (ii) paralegal fees. This section shall survive and remain enforceable notwithstanding any rescission of this Agreement or a determination by a court of competent jurisdiction that all or any portion of the remainder of this Agreement is void, illegal, or against public policy.

9) Notices. All notices and communications under this Agreement shall be in writing and shall be (i) delivered in person or (ii) mailed, postage prepaid, either by registered or certified mail, return receipt requested, or by overnight express carrier, addressed in each case to the party's address set forth in the introductory paragraph of this Agreement, or (iii) sent by facsimile with the original to follow by mail in the manner described above. It is provided, however, that any party may change its respective address for purposes of receipt of any such communication by giving ten (10) days prior written notice of such change to the other party hereto in the manner provided above. All notices sent pursuant to the terms of this paragraph shall be deemed received (i) if sent by overnight, express carrier, on the next business day immediately following the day sent, (ii) if sent by registered or certified mail, on the third business day following the day sent or (iii) if sent by facsimile on the date so sent.

10) Successors and Assigns; Covenant Running with Land. This Agreement shall inure to the benefit of the City and Owners and their respective heirs, successors and assigns. This Agreement, including all covenants, terms, and conditions set forth herein, shall be and shall be and is hereby declared a covenant running with the land with regard to the Property or any portion thereof, and is binding on both parties to this Agreement as well as their respective heirs, successors and assigns.

11) Recordation and Release. This Agreement may be recorded with the Blaine County Recorder by either party.

12) No Waiver. In the event that the City or Owners, or their successors and assigns, do not strictly comply with any of the obligations and duties set forth herein, thereby causing a default under this Agreement, any forbearance of any kind that may be granted or allowed by Owners, the City, or their successors and assigns, to the other party under this Agreement, shall not in any manner be deemed or construed as waiving or

surrendering any of the conditions or covenants of this Agreement with regard to any subsequent default or breach.

13) Partial Invalidity. In the event that any provision of this Agreement is deemed to be invalid by reason of the operation of any law, or by reason of the interpretation placed thereon by any court or other governmental body, this Agreement shall be construed as not containing such provision and the invalidity of such provision shall not affect the validity of any other provision hereof, and any and all other provisions hereof which otherwise are lawful and valid shall remain in full force and effect.

14) Entire Agreement. This Agreement sets forth the entire understanding of the parties hereto, and shall not be changed or terminated orally. Any other agreements between the parties, express or implied, are hereby cancelled and of no further force nor effect. It is understood and agreed by the parties hereto that there are no verbal or written promises, agreements, stipulations or other representations of any kind or character, express or implied, other than as set forth in writing in this Agreement.

15) Authority. Each of the persons executing this Agreement represents and warrants that he has the lawful authority and authorization to execute this Agreement, as well as all deeds, easements, liens and other documents required hereunder, for and on behalf of the entity executing this Agreement.

16) No Third Party Rights. This Agreement shall be for the sole benefit of the Parties and/or their successors and assigns, and no covenants or agreements herein shall be for the benefit of or create any rights in favor of any third parties.

17) Governing Law. The validity, meaning and effect of this Agreement shall be determined in accordance with the laws of the State of Idaho.

18) Time of Essence. Time is of the essence in this Agreement.

19) Necessary Acts. Each party agrees to perform any further acts and execute any documents that may be reasonably necessary to effect the purpose of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year written herein.

DATED this \_\_\_\_\_ day of April, 2009.

“CITY”

CITY OF HAILEY

By: \_\_\_\_\_  
Richard L. Davis, Mayor

ATTEST:

\_\_\_\_\_  
Mary Cone, Hailey City Clerk

“OWNERS”

MILITARY DIVISION, OFFICE OF THE  
GOVERNOR, STATE OF IDAHO

By \_\_\_\_\_  
Major General Lawrence F. Lafrenz  
The Adjutant General, Idaho National  
Guard

CITY OF HAILEY

By: \_\_\_\_\_  
Richard L. Davis, Mayor

ATTEST:

\_\_\_\_\_  
Mary Cone, Hailey City Clerk

STATE OF IDAHO    )  
                              : ss.  
County of Blaine    )

On this \_\_\_\_ day of April, 2009, before me the undersigned Notary Public in and for said State, personally appeared RICHARD L. DAVIS, known or identified to me to be the Mayor of Hailey and the person whose name is subscribed to the within instrument, and acknowledged that he executed the same on behalf of the City of Hailey.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year in this certificate first above written.

\_\_\_\_\_  
Notary Public for Idaho  
Residing at : \_\_\_\_\_



## FINDINGS OF FACT, CONCLUSIONS OF LAW AND DECISION

On December 5, 2008 the Hailey Hearing Examiner considered an application submitted by the Idaho Army National Guard for Design Review approval for a remodel of the Hailey Readiness Center (Armory), located at Lots 12 and 14, Block 125, Hailey Townsite within the General Residential (GR) zoning district. The Hearing Examiner having been presented with all information and testimony in favor and in opposition to the proposal, hereby makes the following Findings of Fact, Conclusions of Law and Decision.

### FINDINGS OF FACT

#### Notice

Notice for the public hearing on November 21, 2008 was published in the Wood River Journal and mailed to property owners within 300 feet on November 5, 2008. The public hearing was continued on the record to December 5, 2008.

#### Application

The Idaho Army National Guard, has submitted a Design Review application for a remodel of the Hailey Readiness Center. The applicant proposes changes to portions of the exterior, new trash enclosure, a new shed, new parking configuration, new sidewalk, curb and gutter along Cedar Street, new enclosure for condenser units.

#### Procedure

Pursuant to Section 6A.3; the projects within the Townsite Overlay shall receive a public hearing with the Hearing Examiner. The Hearing Examiner may approve, conditionally approve or deny an application at the public hearing or can defer decision for further review. The findings of fact, conclusions of law and decision as prepared by the Hearing Examiner shall be signed and filed with the administrator and shall be available to the applicant and the public no more than forty-five (45) days after the close of the hearing.

#### Department Head Comments:

##### **Engineering:**

- Engineered plans of infrastructure improvements are required at time of Building Permit application.

##### **Life/Safety:**

- A minimum road width of 26 feet is required to allow for future flexibility of building heights over 30 feet.
- To comply with the 150 foot rule, access to the rear of the building is required by an approved method.

##### **Building:**

- One of the two required accessible parking stalls is required to be a van accessible space.
- IBC Section 3409.7 requires an additional 20% of the remodel costs for accessible upgrades if the facility is deficient in this area.

**Standards of Evaluation**

Articles IV and VIA of the Hailey Zoning Ordinance establish the criteria for applications for Zoning and Design Review. For each applicable standard (in bold print), the Hearing Examiner makes the following Findings of Fact:

**4.13.6 Bulk requirements:**

**Maximum height in the General Residential and Townsite Overlay District is 30 feet.**  
 The building is existing and no increase in height is proposed.

**Minimum Setbacks in LR, GR, TN, and LB Districts:**

**Setback from any street right-of-way – twelve (12) feet.** The following exceptions apply:

- a. Unenclosed features of a residence (e.g. front porches, stoops, and decks without walls) shall be no closer than five (5) feet to the lot line. Such features do not include carports.
- b. No garage door shall be within twenty (20) feet of any street right-of-way, as measured from the garage door to the street providing access to the garage.

Existing setback is 104 feet from 3<sup>rd</sup> Ave, 28 feet from 4<sup>th</sup> Ave, encroaching 22 feet into Cedar Street right-of-way.

Proposed setback is 33 feet from Cedar Street (with vacation).

The proposed trash enclosure is required to meet the minimum 12 foot setback from the property line adjacent to 4<sup>th</sup> Avenue.

**Setback from any alley right-of-way – six (6) feet.**

NA

**Setback from any Idaho Transportation Department/Wood River Trail right-of-way – five (5) feet.**

NA

**Setback from property lines abutting other private property --**

- a. Base setback – fifteen percent (15%) of lot width, or 10 feet, whichever is less. However, no such setback shall be less than six (6) feet.

Existing setback is 44 feet

**Maximum Lot Coverage:**

**General Residential, Limited Residential-1 districts:**

Building Height	Maximum Lot Coverage
Less than 2 stories above grade, no garage	35%

Lot Size: 33,000 square feet

Existing Building footprint: 8,961 square feet

Existing lot coverage: 27%

Proposed additional footprint: shed 800 sq ft, trash enclosure 90.25 sq ft

Proposed lot coverage: 30%

#### 4.13.7 Non-Conforming Buildings

Where an existing building is non-conforming with respect to setbacks, expansion of said building within the plane of the furthest intrusion shall be permitted, provided that the non-conformity with respect to the distance of the setback is not further increased. Such expansion shall not be considered to be increasing the degree of non-conformity pursuant to Section 13.6 of this Ordinance. The following exceptions apply:

- a. In no case may expansion occur that results in a setback of less than six (6) feet from property lines abutting other private property.
- b. Any wall, as measured from the highest point including any gable or peak in a direct vertical line to record grade, shall have a setback of one (1) foot for every two and a half (2.5) feet of wall height (see Diagram 1 and Table 2), but not less than six feet from property lines abutting other private property, regardless of underlying zoning.
- c. No roof overhangs, fire escapes, chimneys, bay windows or other features, which are subject to Section 7 of this Ordinance (Supplementary Yard Regulations), shall have a setback less than five (5) feet from property lines abutting other private property.

The existing building does not meet the required setback from Cedar Street. No expansion of the non-conformity is proposed. If the concurrent right-of-way vacation application is approved, the setback requirement will be met.

#### 4.13.8. Lot Line Vacations

If a parcel in single ownership consists of two (2) or more Original Townsite lots, or a combination of lot(s) and portions of lot(s), the internal Original Townsite lot lines underneath or located within a required setback of proposed and existing buildings shall be vacated prior to the issuance of a Building Permit for any new building.

The proposal is a remodel of an existing building therefore the vacation of lot lines is not required.

#### 6A.7.1 Improvements Required.

##### 6A.7.1.1 Sidewalk, Curb, and Gutter.

Sidewalks, curb and gutter shall be required improvements for projects requiring Design Review approval in the B, LB, TI, A and SCI zoning districts. At a minimum, sidewalks and curb and gutter, where required, shall comply with the City Standards. Sidewalks shall be at least six feet (6') wide or as wide as adjacent sidewalks on the same block, whichever is greater. Sidewalks shall be constructed along the entire length of a property adjacent to any public or private street in all zones, as well as in locations that provide safe pedestrian access to and around a building. New sidewalks shall be planned to provide pedestrian connections to any existing sidewalks adjacent to the site. Sites located adjacent to public or private streets that are not currently thru-streets, regardless of whether the

street may provide a connection to future streets, shall provide sidewalks to facilitate future pedestrian connections. Sidewalks and drainage improvements shall also be required in other districts, except as otherwise provided herein. The requirement for sidewalk may be waived if the cost of the proposed project construction is less than twenty thousand dollars (\$20,000). For Single Family Dwelling and Duplex projects in the Townsite Overlay District, the requirement for sidewalk shall be waived for any remodel or addition; sidewalks shall be required for new primary dwellings.

The City may approve and accept voluntary cash contributions in-lieu of the above described improvements, which contributions must be segregated by the City and not used for any purpose other than the provision of these improvements. The contribution amount shall be 110% of the estimated costs of concrete sidewalk and drainage improvements provided by a qualified contractor, plus associated engineering costs, as approved by the City Engineer. Any approved in-lieu contribution shall be paid before the City issues a certificate of occupancy. In-lieu contributions for sidewalks shall not be accepted in B, LB, TI and SCI districts.

Sidewalks are required improvements on the east and west side of the property and along the entire length of Cedar Street.

#### 6A.7.1.2 Water Line Improvements.

In the Townsite Overlay District, any proposal for new construction or addition of a garage accessing from the alley, where water main lines within the alley are less than six (6) feet deep, the developer shall install insulating material (blue board insulation or similar material) for each and every individual water service line and main line between and including the subject property and the nearest public street, as recommended by the City Engineer.

NA

6A.7.2 Area Development Plan. When the owner of Contiguous Parcels is required to obtain Design Review approval for any portion of the Contiguous Parcels, an Area Development Plan shall be submitted and approved. The Commission shall evaluate the following basic site criteria and make appropriate findings of fact:

- a) Streets, whether public or private, provide an interconnected system and shall be adequate to accommodate anticipated vehicular and pedestrian traffic.
- b) Non-vehicular circulation routes provide safe pedestrian and bicycle ways and provide an interconnected system to streets, parks and green space, public lands, or other destinations.
- c) Water main lines and sewer main lines are designed in the most effective layout feasible.
- d) Other utilities including power, telephone, cable, and gas are designed in the most effective layout feasible.
- e) Park land is most appropriately located on the Contiguous Parcels.
- f) Grading and drainage are appropriate to the Contiguous Parcels.

- g) **Development avoids easements and hazardous or sensitive natural resource areas.**

**Upon any approval of the Design Review application, the Owner shall be required as a condition of approval to record the Area Development Plan or a development agreement depicting and/or detailing the approved Area Development Plan with a statement that the Area Development Plan shall bind the Owner and Owner's successors.**

The State and the City of Hailey have joint ownership of Block 136 to the south. Block 136 is the site of Roberta McKercher Park; therefore an Area Development Plan is not necessary.

## **8.2 Signs.**

The applicant is hereby advised that a sign permit is required for any signage exceeding four square feet in sign area. Approval of signage areas or signage plan in Design Review does not constitute approval of a sign permit.

## **9.4 Parking Space Requirements.**

**9.4.2 Commercial, Professional, Service, Recreation and Entertainment.** All commercial, professional, service, recreation and entertainment uses shall provide improved parking in the amount of one parking space for every 1000 square feet of gross building area.

9 spaces are required.

14 spaces are proposed.

## **8B.4. Outdoor Lighting Standards.**

### **8B.4.1 General Standards**

- a. All exterior lighting shall be designed, located and lamped in order to prevent:
  1. Overlighting;
  2. Energy waste;
  3. Glare;
  4. Light Trespass;
  5. Skyglow.
- b. All non-essential exterior commercial and residential lighting is encouraged to be turned off after business hours and/or when not in use. Lights on a timer are encouraged. Sensor activated lights are encouraged to replace existing lighting that is desired for security purposes.
- c. Canopy lights, such as service station lighting shall be fully recessed or fully shielded so as to ensure that no light source is visible from or causes glare on public rights of way or adjacent properties.
- d. Area lights. All area lights are encouraged to be eighty-five (85) degree full cut-off type luminaires.
- e. Idaho Power shall not install any luminaires after the effective date of this Article that lights the public right of way without first receiving approval for any such application by the Lighting Administrator.

All existing and proposed lighting shall comply with Section 8B.4

#### 6A.7.2.4. Design Review Guidelines for Residential and Non-Residential Buildings in the Townsite Overlay District:

### C. Specific Guidelines

#### 1. Site Planning

**Guideline:** The pattern created by the Old Hailey town grid should be respected in all site planning decisions.

- A rectangular lot shape is preferred to a square one, as the rectangular lot pattern is more in keeping with Old Hailey, and most often results in more useable and visible open spaces.

The lot is rectangular in shape.

**Guideline:** Site planning for new development and redevelopment shall address the following:

- scale and massing of new buildings consistent with the surrounding neighborhood;
- building orientation that respects the established grid pattern of Old Hailey;
- clearly visible front entrances;
- use of alleys as the preferred access for secondary uses and automobile access;
- adequate storage for recreational vehicles;
- yards and open spaces;
- solar access on the site and on adjacent properties where feasible, and where such decisions do not conflict with other Design Guidelines;
- snow storage appropriate for the property;
- underground utilities for new dwelling units.

Portions of the exterior of the existing building are being refinished with stucco and new windows.

**Guideline:** The use of energy-conserving designs that are compatible with the character of Old Hailey are encouraged. The visual impacts of passive and active solar designs should be balanced with other visual concerns outlined in these Design Guidelines.

- Glass areas should reflect the composition, layout and window-to-wall ratio of windows seen traditionally in Old Hailey versus large continuous surfaces of glass.
- Solar energy collection devices should be integrated into the overall building design.
- Designers should be aware of the solar exposures of neighboring properties, and should, where possible, avoid blocking these exposures with buildings or solar collectors.
- Roof-mounted solar collection panels shall not extend above the ridge line of the roof. They should be integrated into the structure, and as close to the roof angle as feasible.
- Free-standing solar collection panels should be subordinate in size and placement to the structure they serve, and should generally not be located in areas visible from the street.

No energy-conserving designs are proposed. The window to wall ratio is minimal. New windows are dual pane insulated units.

## 2. Bulk Requirements (Mass and Scale, Height, Setbacks)

**Guideline:** The perceived mass of larger buildings shall be diminished by the design.

- The height of taller buildings should be stepped down on the streetside elevation.
- Buildings with greater mass should be broken into smaller modules.
- Changes in wall planes and building materials should be used to reduce the visual impacts of taller buildings.

The mass and height of the existing building is not proposed to be changed.

## 3. Architectural Character

### a. General

**Guideline:** New buildings should be respectful of the past, but may offer new interpretations of old styles, such that they are seen as reflecting the era in which they are built.

- The Design Guidelines are not intended to dictate a particular style or era for new buildings.
- Exact replication of old buildings is not the intent of these Design Guidelines, so that historic buildings can be appreciated for their own uniqueness. Designers may draw on the past, without necessarily replicating the design of old buildings. The use of traditional building forms, scale and broad design elements is encouraged.

The building is existing.

### b. Building Orientation

**Guideline:** The front entry of the primary structure shall be clearly identified such that it is visible and inviting from the street.

- The use of walkways, porches, smaller roof forms and other design elements is encouraged to emphasize the location of the front entry.

A new walkway is proposed to the front entrance on Cedar Street.

**Guideline:** Buildings shall be oriented to respect the existing grid pattern. Aligning the front wall plane to the street is generally the preferred building orientation.

- In some cases, the front door to a building may be positioned such that it is perpendicular or at an angle to the street. If so, other design elements such as the front wall plane, porch element or walkway elements should be used to help define the front door location, and to respect the overall building orientation pattern in the neighborhood.

The front wall plane is aligned to Cedar Street.

### c. Building Form

**Guideline:** The use of building forms traditionally found in Old Hailey is encouraged. Forms that help to reduce the perceived scale of buildings shall be incorporated into the

design.

- Simple rectangles or a combination of rectangles is encouraged.
- Examples of forms that help to reduce the perceived scale include the use of smaller forms combined together and the use of a smaller building form along the street.
- Less traditional forms should be very carefully planned to respond to the scale and character of the neighborhood.

The existing building is composed of simple rectangular forms.

#### d. Roof Form

**Guideline:** Roof forms shall define the entry to the building, breaking up the perceived mass of larger buildings, and to diminish garages where applicable.

- Garages are preferred to be located off of alleys, as outlined in Sections B.5 and B.6. Where the alley option does not exist or is not feasible, garages on the front of buildings should be diminished by integrating them into the primary roof form, by off-setting them back from the primary structure, or by detaching them.
- Offsets in eave and ridge lines may be helpful in breaking up building mass.

The south portion of the building is 13 feet in height with a predominantly flat roof form that graduates to a slight peak over the entrance. The north portion of the building is 22 feet in height with a predominantly flat roof that is slightly angled to the south.

**Guideline:** Roof pitch and style shall be designed to meet snow storage needs for the site.

- Roof pitch materials and style shall retain snow on the roof, or allow snow to shed safely onto the property, and away from pedestrian travel areas.
- Designs should avoid locating drip lines over key pedestrian routes.
- Where setbacks are less than ten feet, special attention shall be given to the roof form to ensure that snow does not shed onto adjacent properties.

The roof forms are predominantly flat.

**Guideline:** The use of roof forms, roof pitch, ridge length and roof materials that are similar to those traditionally found in the neighborhood are encouraged.

- Sloping roof forms, including gable and hip roofs, are encouraged.
- Dormers and other roof details that do not detract from the primary roof form are encouraged, but should be used in moderation.
- Dormers should stay below the roof line and shall not extend above the roof line of the building.
- Shed roofs, flat roofs and roof pitches under 5:12 may be appropriate in certain locations.
- Ridge lengths should appear similar in scale to those seen in the neighborhood. A break in the roof line can be used to diminish the impact of longer ridge lengths.

The roof form is existing and not proposed to be changed.

**Guideline:** The roof pitch of a new building should be compatible with those found traditionally in the surrounding neighborhood.

- Gable roof pitches in the 8:12 to 12:12 range are encouraged.

NA

#### e. Wall Planes

**Guideline:** Primary wall planes should be parallel to the front lot line.

➤ These guidelines consider the front wall plane to be the primary wall plane.  
The front wall plane is oriented toward Cedar Street.

**Guideline:** Wall planes shall be proportional to the site, and shall respect the scale of the surrounding neighborhood.

- A preference is given towards front wall planes that match the scale of traditional buildings (25-30 feet in width).
- If front wall planes exceed the traditional width, a setback or jog in wall plane should be used to break up the perceived mass.
- In general, one-story wall planes may be longer than two story wall planes, while still appearing proportional to the site.

The south portion of the building is 13 feet in height. The north portion of the building is 22 feet in height.

**Guideline:** The use of pop-outs to break up longer wall planes is encouraged.

- Side wall planes are typically longer than front wall planes: pop-outs such as bay windows, chimneys and other architectural elements can be used to break up these longer wall planes.

The side wall planes are broken by change in materials.

#### f. Windows

**Guideline:** Windows facing streets are encouraged to be of a traditional size, scale and proportion.

- Consider the position, area and arrangement of windows when designing street side facades.
- Consider the ratio of window opening area to solid wall area when designing building elevations such that neither dominates.
- Multi-paned windows of a vertical orientation are encouraged. As a general guideline, windows facing streets are encouraged to have a height that is twice the dimension of the width.

The front windows appear to be of traditional size, scale and proportion. The “storefront” windows proposed on the west and north elevations would be more in character with traditional windows and are recommended for the south (front) elevation.

**Guideline:** Windows on side lot lines adjacent to other buildings should be carefully planned to respect the privacy of neighbors.

- In general, new windows on side lot lines should be located such that they are not directly opposite windows on neighboring properties.

The windows along the north elevation are 44 feet from the lot line adjacent to other buildings.

#### **g. Decks and Balconies**

NA

#### **h. Building Materials and Finishes**

**Guideline:** Materials and colors shall be selected to avoid the look of large, flat walls. The use of texture and detailing to reduce the perceived scale of large walls is encouraged.

- A change of materials should be used appropriately on the building to help “ground” the building and to provide a distinction between foundations and walls. For example, a heavier material such as stone would be appropriate around the base of a building.

The proposed new exterior material on portions of the south, east and west elevations is stucco with a belly band in a darker shade than the wall. The other portions of the building are brick.

**Guideline:** Large wall planes shall incorporate more than one material or color to break up the mass of the wall plane.

- Building materials that contribute to a human sense of scale are encouraged. Examples of materials that convey a human sense of scale include wood siding, shake siding, brick and stone.
- Scoring joints, changes in surface, and the use of trim are other ways to break up the perceived scale of large walls.
- A change of building materials may not be necessary if other design elements such as bay windows or pop-outs are used to break up wall planes.

Brick, stucco and CMU are the materials used on portions of the large wall planes.

#### **i. Ornamentation and Architectural Detailing**

**Guideline:** Architectural detailing shall be incorporated into the front wall plane of buildings.

- While ornamentation is encouraged, the use of highly ornamental details not traditionally found in Old Hailey is not.

Windows and an upper and lower belly band are proposed on the front wall plane.

**Guideline:** The use of porches, windows, stoops, shutters, trim detailing and other ornamentation that is reminiscent of the historic nature of Old Hailey is encouraged.

- Front porches are particularly encouraged. In general, they should be substantial in size, such that they function as more than just a landing, and should be covered by a roof.
- If front porches must be enclosed to provide a cold entry, the use of windows and a higher ratio of window-to-wall surface is encouraged to retain the image of the old front porch.

The front entrance is slightly recessed.

**Guideline:** Architectural details and ornamentation on buildings should be compatible with the scale and pattern of the neighborhood.

➤ Buildings that draw on historic details without exact copying are preferred. Simple details are used.

#### 4. Circulation and Parking

**Guideline:** Safety for pedestrians shall be given high priority in site planning, particularly with respect to parking, vehicular circulation and snow storage issues.

➤ Parking areas should be planned with adequate sight distances from sidewalks. The sidewalk along Cedar Street should continue west toward 3<sup>rd</sup> Ave to provide a continuous safe route for pedestrians.

**Guideline:** The visual impacts of on-site parking visible from the street shall be minimized.

➤ Parking is encouraged to be screened from view with landscaping, fences or low walls. No screening is proposed.

**Guideline:** As a general rule, garages and parking should be accessed from the alley side of the property and not the street side.

The site is not served by an alley and the location of the on-site parking is dictated by federal security requirements.

**Guideline:** Detached garages accessed from alleys are strongly encouraged.

No garages are proposed.

**Guideline:** When garages must be planned on the street side, garage doors shall be set back and remain subordinate to the front wall plane.

➤ See also Roof Form in these guidelines for discussion on the use of roofs to diminish the impact of garages. No garages are proposed.

**Guideline:** When garages and/or parking must be planned on the street side, parking areas are preferred to be one car in width. When curb cuts must be planned, they should be shared or minimized.

No garages are proposed.

**Guideline:** Off-street parking space for recreational vehicles should be developed as part of the overall site planning.

➤ Storage areas for recreational vehicles should be screened from view with landscaping, fencing or other building walls. There is not an anticipated need for recreational vehicle parking due to the current and continued use of the site.

#### 5. Alleys

NA

## 6. Accessory Structures

**Guideline:** Accessory buildings shall appear subordinate to the main building on the property in terms of size, location and function.

- There may be specific instances where accessory structures may have a larger floor area than the primary structure, such as in the case of an existing small primary structure that has historic significance, and which is proposed to be preserved.

The proposed shed is subordinate to the main building and is located toward the rear of the building on the west side.

**Guideline:** In general, accessory structures shall be located to the rear of the lot and off of the alley unless found to be impractical.

The proposed shed is located toward the rear of the building on the west side.

## 7. Snow Storage

**Guideline:** All projects shall be required to provide 25% snow storage on the site.

- For new construction and additions, snow is not permitted to slide onto the property of others.
- Snow storage areas shall be 25% of on-site parking and circulation areas.

The parking area is 5,246 square feet and approximately 27% of snow storage area is located to the northwest, northeast and east of the parking stalls.

**Guideline:** A snow storage plan shall be developed for every project showing:

- Where snow is stored, key pedestrian routes and clear vision triangles.
- Consideration given to the impacts on adjacent properties when planning snow storage areas.

The snow storage areas will not impede pedestrian routes and vision triangles.

## 8. Existing Mature Trees and Landscaping

**Guideline:** Existing mature trees shall be shown on the site plan, with notations regarding retention, removal or relocation. Unless shown to be infeasible, a site shall be carefully planned to incorporate existing mature trees on private property into the final design plan. There is no existing mature trees on the site that will be impacted.

**Guideline:** Attention shall be given to other significant landscape features which may be present on the site. Mature shrubs, flower beds and other significant landscape features shall be shown on the site plan and be incorporated into the site plan where feasible.

- Mature shrubs such as lilacs should not be overlooked in site planning.
- The use of plant materials that are appropriate for the Hailey climate and growing season are encouraged.
- Drought-resistant lawn areas that resemble the traditional lawns of Old Hailey are encouraged.
- Xeriscape plantings in other yard areas are good alternatives for retaining

landscaping while lowering water use.

- Berms in front yards are generally discouraged.

There is no existing mature trees on the site that will be impacted.

**Guideline: Noxious weeds shall be controlled according to State Law.**  
Meeting this requirement is a standard condition of approval.

## 9. Fences and Walls

**Guideline: Fences and walls that abut public streets and sidewalks should be designed to include fence types that provide some transparency, lower heights and clearly marked gates.**

- Fence heights are regulated by Hailey Zoning Ordinance Number 532, Section 8.1. There is an existing chain link fence. The Hearing Examiner should consider whether to require landscaping to help soften the fence.

**Guideline: Retaining walls shall be in scale to the streetscape.**

- Streetside retaining walls should be lower in height, or broken up to avoid the look of a large wall.

NA

## 10. Non-residential and Multi-family Uses

**Guideline: Non-residential uses in Old Hailey should be designed with a residential, human scale in mind.**

The building is existing and does not have a significant impact in terms of height and lot coverage.

**Guideline: Parking for non-residential uses shall be carefully planned to avoid pedestrian conflicts, and to be subordinate to other design elements on the site.**

- See also Section 4 for other applicable parking guidelines.

The sidewalk along Cedar Street should continue west toward 3<sup>rd</sup> Ave to provide a continuous safe route for pedestrians.

**Guideline: Utilities for non-residential and multifamily structures shall be integrated into the site design. Utilities should, in most cases, be fully screened from view.**

- Exhaust hoods, rooftop vents and air conditioner units should be screened from view, either with a parapet wall or by integrating these items into interior roof elements.
- Transformers, gas meters and other site infrastructure should be located in a manner to avoid being seen from entrances, public streets and pedestrian areas. If they cannot be hidden, they should be screened with landscaping, fencing or building walls.

Utility units are proposed to be enclosed.

**Guideline: Multi-family structures shall be designed with a single family residential scale in mind. This includes:**

- breaking up of wall planes;
- use of individual walk-up entrances;
- breaking up of parking areas;
- ensuring parking areas are subordinate to other uses.

NA

#### 11. Historic Structures

NA

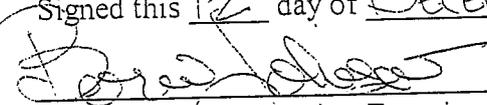
### CONCLUSIONS OF LAW AND DECISION

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

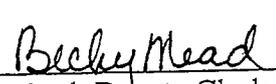
1. Adequate notice, pursuant to Zoning Ordinance No. 532, Section 6A.5, was given.
2. The project is in general conformance with the Hailey Comprehensive Plan.
3. The project does not jeopardize the health, safety, or welfare of the public.
4. Upon compliance with the conditions set forth, the project conforms to the applicable specifications outlined in the Design Review Guidelines, as set forth herein, applicable requirements of the Zoning Ordinance and City Standards.
5. This Design Review approval is for plans dated May 23, 2008, 2008
6. This Design Review approval shall expire one (1) year from the approval of these Findings of Fact, unless a building permit application has been submitted to the Building Department.
7. The project shall receive Design Review approval subject to the following conditions:
  - a) All Fire Department and Building Department requirements shall be met. The following items are to be completed at the applicant's sole expense.
    - i. One of the two required accessible parking stalls is required to be a van accessible space.
    - ii. IBC Section 3409.7 requires an additional 20% of the remodel costs for accessible upgrades if the facility is deficient in this area.
    - iii. To comply with the 150 foot rule, access to the rear of the building is required by an approved method.
  - b) Any change in use or occupancy type from that approved at time of issuance of Building Permit may require additional improvements and/or approvals.
  - c) All City infrastructure requirements shall be met. Detailed engineering plans for all infrastructure to be installed or improved at or adjacent to the site shall be submitted for Department Head approval at time of Building Permit application and shall meet City Standards where required. Infrastructure to be completed at the applicant's sole expense include, but will not be limited to, the following requirements and improvements:
    - i. Sidewalks on the east and west side of the property and along the entire length of Cedar Street.

- ii. The sidewalk on the south side of the property shall be extended to meet the sidewalk required on the west side of the property
- iii. Utilities shall be underground.
  
- d) The trash enclosure is required to meet the minimum 12 foot setback from the property line adjacent to 4<sup>th</sup> Avenue. A letter from the garbage collector specifying the location and orientation of the enclosure is acceptable shall be submitted to the administrator prior to issuance of a building permit.
- e) Samples of the colors proposed for the storage shed shall be submitted to the administrator prior to issuance of a building permit.
- f) No auxiliary apparatus (e.g. utility meters, fire suppression equipment) may extend into any public right-of-way.
- g) Noxious weeds shall be controlled according to State Law.
- h) The project shall be constructed in accordance with the application or as modified by these Findings of Fact, Conclusions of Law and Decision.
- i) All exterior lighting shall comply with the Outdoor Lighting Ordinance.
- j) Except as otherwise provided, all the required improvements shall be constructed and completed, or sufficient security provided as approved by the City Attorney, before a Certificate of Occupancy can be issued.
- k) The Planning & Zoning Administrator has the authority to approve minor modifications to this project prior to, and for the duration of a valid Building Permit.
- l) This project is subject to Development Impact Fees pursuant to Municipal Code Chapter 15.16. Check with Building Department staff for estimated fee amount.

Signed this 12 day of DECEMBER, 2008.

  
Bernie Johnson, Hearing Examiner

Attest:

  
Becky Mead, Deputy Clerk

### CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 15<sup>th</sup> day of December, 2008, I served a true and correct filed copy of the within and foregoing document upon the parties named below, in the manner noted:

- |                                     |                     |   |
|-------------------------------------|---------------------|---|
| <input type="checkbox"/>            | U.S. Mail           | Idaho Army National Guard                 |
| <input checked="" type="checkbox"/> | Via Electronic Mail | <u>eugene.gussenhoven@id.ngb.army.mil</u> |
| <input type="checkbox"/>            | Via Facsimile       |   |
| <input type="checkbox"/>            | Hand Delivered      |   |
|                                     |                     |   |
| <input type="checkbox"/>            | U.S. Mail           | Ken Gardner, Div of Public Works          |
| <input checked="" type="checkbox"/> | Via Electronic Mail | <u>ken.gardner@adm.idaho.gov</u>          |
| <input type="checkbox"/>            | Via Facsimile       |   |
| <input type="checkbox"/>            | Hand Delivered      |   |

CITY OF HAILEY

By Becky Mead  
Becky Mead, Deputy Clerk



**RESOLUTION NO. 2009-04**

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF HAILEY, IDAHO, ADOPTING AN IDENTITY THEFT PREVENTION PROGRAM**

WHEREAS, Section 114 of the Fair and Accurate Transaction Act of 2003 (FACTA) and 12 CFR 41.90 and 41.91 require the City as a utility providers which provide utility services to customers on a credit basis to adopt an Identity Theft Prevention Program to protect the customer.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF HAILEY, IDAHO, AS FOLLOWS:

1. The City Hailey hereby adopts the IDENTITY THEFT PREVENTION PROGRAM attached hereto as Exhibit "A" and the Mayor and the City Clerk are hereby authorized to execute the Agreement on behalf of the City of Hailey.
2. The administrative staff of the City is authorized to take all necessary steps to carry out the Identity Theft Prevention Program provided by this Resolution.

Passed and Adopted on this 27<sup>th</sup> day of April, 2009.

---

Richard L. Davis, Mayor

Attest:

---

Mary Cone, City Clerk

**CITY OF HAILEY  
IDENTITY THEFT PREVENTION PROGRAM**

In order to help combat identity theft, Congress enacted section 114 of the Fair and Accurate Transaction Act of 2003 ("FACTA"). In accordance with the Rules adopted by the Federal Trade Commission to implement FACTA, the City of Hailey, as a utility provider which allows its customers to pay for utility services after the services have been received, is required to adopt an Identity Theft Prevention Program to protect its utility customers. The following policies and procedures are for the purpose of detecting, preventing and mitigating identity theft. The policies and procedures take into account the size and complexity of the City's utility operations and account systems, and the nature and scope of the City's utility activities.

**I. Definitions**

For the purpose of this Program, the following definitions will apply:

"City" shall mean the City of Hailey, Idaho.

"Covered Account" shall mean:

1. Any account the City offers or maintains primarily for personal, family or household purposes, that involves multiple payments or transactions; and
2. Any other account the City offers or maintains for which there is a reasonable and foreseeable risk of identity theft to customers or to the safety and soundness of the City.

"Identifying Information" shall mean any name or number that may be used alone, or in conjunction with any other information, to identify a specific person, including but not limited to name, address, telephone number, social security number, date of birth, government-issued driver's license or identification number, alien registration number, government passport number, employer or taxpayer identification number, unique electronic identification number, computer's Internet Protocol address, or routing number.

"Program Administrator" shall mean the duly appointed Hailey City Clerk, or the Clerk's designee.

**II. Identifying Red Flags**

The following are identified as Red Flags, which are potential indicators of fraud. Any time a red flag, or a situation closely resembling a red flag, is apparent, it should be investigated for verification.

**Alerts, Notifications or Warnings from a Consumer Reporting Agency, including but not limited to the following examples:**

1. A fraud or active duty alert included with a consumer report.
2. A notice of credit freeze from a consumer reporting agency in response to a request by the City for consumer report.
3. A notice of address discrepancy from a consumer reporting agency as defined in §334.82(b) of the FACTA.
4. A consumer report that indicates a pattern of activity that is inconsistent with the history and usual pattern of activity of an applicant or customer, such as:
  - a. A recent and significant increase in the volume of inquiries;
  - b. An unusual number of recently established credit relationships;
  - c. A material change in the use of credit, especially with respect to recently established credit relationships; or
  - d. An account that was closed for cause or identified for abuse of account privileges by a creditor.

**Suspicious Documents, including but not limited to the following examples:**

1. Documents provided for identification which appear to have been altered or forged.
2. The photograph or physical description on the identification which is not consistent with the appearance of the applicant or customer presenting the identification.
3. Other information on the identification which is not consistent with information provided by the person opening a new covered account or customer presenting the identification.
4. Other information on the identification which is not consistent with readily accessible information that is on file with the City, such as a signature card or recent check.
5. An application which appears to have been altered or forged, or gives the appearance of having been destroyed and reassembled.

**Suspicious Personal Identifying Information, including but not limited to the following examples:**

1. Personal identifying information provided which is inconsistent when compared against external information sources used by the City (*e.g.*, the address does not match any address in the consumer report; or the social security number has not been issued, or the number is listed on the Social Security Administration's Death Master File).
2. Personal identifying information provided by the customer which is not consistent with other personal identifying information provided by the customer (*e.g.*, there is a lack of correlation between the social security number and date of birth).
3. Personal identifying information provided which is associated with known fraudulent activity as indicated by internal or third-party sources used by the City (*e.g.*, the address on an application is fictitious, a mail drop or a prison, or the phone number is invalid or is associated with a pager or answering service).
4. The social security number provided which is the same as that submitted by other persons opening an account or other customers.

5. The address or telephone number provided which is the same as or similar to the account number or telephone number submitted by an unusually large number of other persons opening accounts or other customers.
6. The person opening the covered account or the customer who fails to provide all required personal identifying information on an application or in response to notification that the application is incomplete.
7. Personal identifying information provided which is not consistent with personal identifying information that is on file with the City.
8. The person opening the covered account or the customer who cannot provide authenticating information beyond that which generally would be available from a wallet or consumer report in the event that the City elects to include as part of the account application the requirement for the applicant to provide the answer to a challenge question to be used to verify the identity of the customer when asking for information.

**Unusual Use of, or Suspicious Activity Related to, the Covered Account, including but not limited to the following examples:**

1. A new account is used in a manner commonly associated with known fraud patterns (*e.g.*, the customer fails to make the first payment or makes an initial payment but no subsequent payments).
2. The City is notified that the customer is not receiving paper account statements.

**Notice from Customers, Victims of Identity Theft, Law Enforcement Authorities, or Other Persons Regarding Possible Identity Theft in Connection With Covered Accounts Held by the Creditor (*e.g.*, the City is notified by a customer, a victim of identity theft, a law enforcement authority, or any other person that the City has opened a fraudulent account for a person engaged in identity theft)**

**Incidents of identity theft that the City has experienced, including but not limited to the following examples:**

1. The customer's behavior, or the information provided by the customer, is consistent or similar to that of other customers that the City has experienced as having been relating to incidents of identity theft.
2. Other patterns of behavior that the City experiences from time-to-time that have been used in identity theft.

**III. Procedures to Detect Red Flags**

**Verify identity**

1. Utility customers will be required to provide sufficient information to identify them as the owner of the property for which the utility services are to be provided.
2. Utility accounts will not be transferred into the name of a new customer without obtaining the same verification as required for the initial service request.

3. Utility accounts must be in the name of the property owner and not in the name of the tenant, unless allowed by City ordinance and there is a written agreement signed by both the tenant and the property owner that the property owner will be jointly responsible for payment of the account.

4. If the mailing address for the account is not the same address as the property receiving the services, the customer must provide verification that the mailing address is valid.

#### **IV. Procedures to Prevent and Mitigate Identity Theft**

1. Any time a Red Flag is identified relating to a covered account, the information will be provided to the persons assigned to the Program Administrator. The Program Administrator will review the information and determine, in consultation with the City Attorney when appropriate, which of the following steps shall be followed:

- a. Continued monitoring of the account for evidence of identity theft;
- b. Contact the customer at the address where the services are being received to verify the information and/or identity of the customer;
- c. Change any passwords or other security devices, if any are used by the City, that would permit access to accounts;
- d. Refuse to establish the account in the name of the person requesting the account be opened or the name on the account be changed;
- e. Close an existing account;
- f. Reopen an account with a new number;
- g. Notify law enforcement; and/or
- h. Determine that no response is warranted under the particular circumstances.

#### **V. Program Administration**

##### **Program Administrator**

The Program Administrator will serve with annual reporting oversight performed by Hailey City Treasurer.

##### **Duties of Program Administrator**

The Program Administrator shall have the following duties:

1. Developing, implementing and updating this Program;
2. Administration of this Program;
3. Ensuring that the City's utility staff are appropriately trained;
4. Reviewing any staff reports regarding the detection of Red Flags and the steps for preventing and mitigating Identity Theft;
5. Determining the steps or prevention and mitigation which should be taken in particular circumstances; and

6. Considering periodic changes to the Program.

### **Staff Training and Reports**

1. City utility staff responsible for implementing this Program shall be trained either by or under the direction of the Program Administrator in the detection of Red Flags and the responsive steps to be taken when a Red Flag is detected.
2. In the event of the detection of a Red Flag, Hailey staff should prepare a report within one year for the Program Administrator, including but not limited to the following:
  - a. An evaluation of the effectiveness of the Program with respect to opening accounts;
  - b. An evaluation of existing covered accounts;
  - c. An evaluation of service provider arrangements;
  - d. Significant incidents involving identity theft and response; and
  - e. Recommendations for changes to the Program.

### **Service Provider Arrangements**

In the event that the City engages a service provider to perform an activity in connection with one or more accounts, the City will take the following steps to ensure the service provider performs its activity in accordance with reasonable policies designed to detect, prevent, and mitigate the risk of identity theft.

1. Require, by contract, the service provider to have such policies and procedures in place; and
2. Require, by contract, the service provider review this Program and report any Red Flags to the Program Administrator.

### **VI. Periodic Updating of the Program**

This Program will be reviewed by the Program Administrator at least annually to determine if the Program needs to be amended to reflect changes in risks to customers and to determine the soundness of the Program to protect City covered accounts from identity theft. The review shall include at least the following:

1. Additions or modifications to the Red Flags, based on the following:
  - a. The City's experience with identity theft;
  - b. New information regarding Red Flags from other sources, including but not limited to, credit reporting agencies and law enforcement.
2. Changes in methods to detect, prevent and mitigate identity theft.
3. Changes in business arrangements.
4. Changes in types of accounts offered.
5. Changes in the City's utility business arrangements with other entities.

If the Program Administrator determines that updates to this Program are warranted, the Program Administrator will make recommendations for changes to the Hailey City Council. The City Council may accept, modify or reject those recommended changes to this Program.



AGENDA ITEM SUMMARY

DATE: 4/27/09 DEPARTMENT: Public Works DEPT. HEAD SIGNATURE: [Signature]

SUBJECT:

Request approval for SVMA Celebrate Summer in South Valley Carnival Special Event on 06/12/09.

AUTHORITY:  ID Code \_\_\_\_\_  IAR \_\_\_\_\_  City Ordinance/Code Chapter 12.14  
(IFAPPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IFAPPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Special Event Heads approved and submitted recommendations. Recommendations/conditions are listed on the attached Decision document.

FOLLOW-UP REMARKS:

# City of Hailey

115 MAIN STREET SOUTH, SUITE H  
HAILEY, IDAHO 83333

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

May 12, 2008

Jim Spinelli  
Hailey Chamber of Commerce  
PO Box 100  
Hailey, ID 83333

Subject: Special Event Approval

Dear Jim:

Congratulations! The SVMA Summer in South Valley Carnival Special Event, scheduled for June 12, 2009 on 1<sup>st</sup> Ave E. between Carbonate St. and Bullion St., has been approved by the City Council.

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

- Barricades from the city are not available for this event.

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

Sincerely,

Mary Cone  
City Clerk

## DECISION

Based on the Application for a Special Event Permit for the SVMA Celebrate Summer in South Valley Carnival, the City of Hailey, pursuant to Chapter 12.14 of the Hailey Municipal Code, approves the Application and grants the Special Event Permit, subject to the following conditions:

### Standard Conditions

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

### Other Condition

- a. Barricades from the city are not available for this event.

DATED this 27th day of April, 2009.

CITY OF HAILEY

By: \_\_\_\_\_  
Rick Davis, its Mayor

ATTEST:

\_\_\_\_\_  
Mary Cone, its City Clerk

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

## AGREEMENT

In consideration of the granting of a special event permit by the City of Hailey ("the City") for the SVMA Celebrate Summer in South Valley Carnival that will occur on June 12, 2009 from 2:00 p.m. to 8:00 p.m., plus specified set up and teardown time, ("the Event"), and pursuant to Section 12.14 of the Hailey Municipal Code, the undersigned, as the applicant ("Applicant") of a Special Event Permit from the City for the Event, does hereby agree to reimburse the City for any costs incurred by the City in repairing damage or providing any services or materials resulting from the Event. The Applicant agrees that such costs may be deducted from a non-refundable security deposit or additional deposit as established by the City, and that if costs exceed any deposit made by the applicant, further reimbursement will be made to the City upon demand. The Applicant hereby agrees to indemnify, defend and hold harmless the City and its officers and employees, in their official and individual capacities, from any and all claims, demands, obligations, liabilities, lawsuits, judgments, attorneys' fees, costs, expenses and damages of any nature caused by or arising out of, or connected with the Event. In the event either party hereto is required to retain counsel to enforce a provision of this Agreement, or to recover damages resulting from a breach hereof, the prevailing party shall be entitled to recover from the other party all reasonable attorney's fees incurred herein or on appeal, or in bankruptcy proceedings. The Applicant agrees to comply with all the laws and ordinances of the City of Hailey, Idaho applicable to the subject matter thereof, and to conduct the Event in accordance with the terms and provisions of the application for a Special Event Permit, as approved or as modified by the City, and all conditions of the Special Event Permit. The Applicant agrees that the Special Event Permit is nontransferable and shall be conducted only for the dates and locations as approved by the City.

IN WITNESS WHEREOF, Applicant and the City have executed this Agreement on this 27th day of April, 2009.

APPLICANT:

By: \_\_\_\_\_

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

CITY OF HAILEY:

By: \_\_\_\_\_

Rick Davis, its Mayor

ATTEST:

\_\_\_\_\_  
Mary Cone, its City Clerk

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

**CITY OF HAILEY**

**Special Event Permit**

**SVMA Summer Carnival**

**On 1<sup>st</sup> Ave between Bullion St. & Carbonate St.**

**This permit is valid June 12, 2009**

*Issue Date*

*City Clerk*



RECEIVED

MAR 19 2009

SPECIAL EVENT PERMIT APPLICATION

5032

I. EVENT NAME: THE SUMMER CARNIVAL

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

Public Property Private Property

1ST AVE. BETWEEN CARBONATE & BULLION

III. EVENT SCHEDULE

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

Table with 3 columns: Date(s) of Event, Hours, Estimated # of Attendees. Includes rows for event dates (June 12 '09), set-up (6-12-09), and tear down (6-12-09) with start/end times and attendance estimates.

IV. FEES

Special Event Permit Application Fee \$125 [checked] 125.00
Per Day Park Rental Fee \$500 [unchecked]
Security Deposit \$500 [unchecked] Deposit on File
Tax (on park rental fees only) 6% [unchecked]
TOTAL DUE [unchecked] 125.00
Additional Deposit Required [unchecked]

V. ORGANIZATION INFORMATION

Applicant's Name: JIM SPINELLI Title: EXEC. DIR. HAILEY CHAMBER
Mailing Address: P.O. 100 HAILEY Zip Code: 83333
Street Address: 309 S. MAIN City: HAILEY State: ID
Day Telephone: 788-3484 Evening Telephone: 481-1112
FAX Number: 578-1595 E-Mail Address: info@haileyidaho.com

Applicant Driver's License #: DA 123275E  
 Sponsoring Organization: HAILEY CHAMBER OF COMMERCE  
 Non-Profit:  Yes  No Tax Exempt #: \_\_\_\_\_  
 Federal Tax #: 82-0420093 State Tax #: \_\_\_\_\_

**VI. EVENT INFORMATION**

New Event: Yes \_\_\_\_\_ No  Annual Event: Yes  No \_\_\_\_\_ Years Operating 3

Event Category:  Commercial  Noncommercial

Estimate of Gross Ticket Sales & Revenues (commercial event only): \_\_\_\_\_

Description of Event: SUMMER CARNIVAL FOR KIDS - BOUNCY HOUSE, FOOD, MUSIC, GAMES, FIRE PAINTING

Additional Details: WANT TO CLOSE 1ST AVE E. BETWEEN CARBONATE & BULLION - WILL NEED TO BORROW BARRICADES FROM STREET DEPT. ALL OTHER ASSISTANCE NEEDED FROM CITY.

**VII. INSURANCE REQUIREMENTS**

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

Insurance Company: PHIL. INDEM. Agent Name: BISSETT IAS

Address: \_\_\_\_\_ Phone: 726-8866

**HOLD HARMLESS CLAUSE**

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

(Attach any additional pages as needed)

# SPECIAL EVENT ACTIVITIES & CITY SERVICES REQUESTED

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

Yes	No	Check all Planned Activities	Yes	No	Check all Planned Activities
✓		<b>Street Closures &amp; Access / Parade</b> Detailed map listing areas of closure, parade route is required. An ITD permit is required for Main Street.		✓	Alcohol Served (Free of Charge) (name of provider)
		<b>Street Closures &amp; Access /Parade</b> require your Event Coordinator to notify all affected businesses, churches schools and neighborhoods	✓		Alcohol Sold Requires Alcohol Beverage Catering Permit (Hailey Code 5.13)
#		<b>Canopies/Tents/Membranes/Temporary Structures</b> (Number & Size(s)) City of Hailey Fire Department, Fire Code Enforcement <u>10x10</u>	#		Vendors items sold/ solicitation
4		<b>Medical Services</b> (Circle) First Aid and/or EMS Services Who is providing services? _____	#		
#	✓	<b>Security</b> (detail who, number of officers, times. Attach plan)	#	15	Booths: Profit / Non-Profit
	✓	<b>Traffic Control / Shuttle Buses</b> (Number of buses / locations / hours of operation, attach plan.)		✓	Lighting plan: attach plan
#	✓	<b>Electricity / Generators</b> (Size _____) Attach detailed electrical plan.	✓		Activities / Entertainment (Agenda) Other equipment or entertainment
				✓	Signs or Banners: sign permit may be required by the City Planning and Zoning Department
	✓	<b>Water</b> Drinking / Washing (circle)		✓	Stages (Number and Size(s) _____)
	✓	<b>Gray Water Barrel / Grease Barrel</b> (circle /detail # and locations)	#	✓	1ST AVE E. btwn Barricades. How many CARBONATE & identify locations and attach logistics map BULLION
✓		<b>Sanitation</b> -Trash bins, Dumpsters, Recycle (circle /detail # and locations) <u>TRASH CANS</u>	#	500	EVENT estimated attendance
#	✓	<b>Porta Toilets / Wash Stations</b> (Quantity ADA Regular)	#	0	Number of staff working event
		<u>PUBLIC REST ROOMS</u>	#	40	Number of volunteers working

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

Event Organizer's Signature: *[Signature]* Date: 2-18-29

## Jim Spinelli

---

**From:** Jeff Gunter [jeff.gunter@haileycityhall.org]  
**Sent:** Thursday, February 26, 2009 7:49 AM  
**To:** 'Jim Spinelli'  
**Subject:** RE: End of School Year Carnival 2009

Jim,  
I am not opposed to the closure that street. That being said with a 10,000.00 reduction in overtime this year, I would ask that the street closures be handled by the Chamber or SVMA.  
Jeff

**From:** Jim Spinelli [mailto:info@haileyidaho.com]  
**Sent:** Wednesday, February 25, 2009 2:08 PM  
**To:** 'Jeff Gunter'; 'Tom Hellen'; trina.isaacs@haileycityhall.org  
**Cc:** Kim Garvin; anna@haileyidaho.com  
**Subject:** End of School Year Carnival 2009  
**Importance:** High

The Chamber and SVMA are doing it this year on Friday, June 12. In the past we have had it in the alley way and parking lot of Atkinson's which has turned into a problem for us with size and electricity. We want to close 1 block, 1<sup>st</sup> Ave, in front of Meriwether and Mercantile and Eye Center buildings. We are getting approval from the building managements. We would be closed down from about 2PM to 8PM. Do you see any problem with the closure?

Trina: Please make me a copy of last year's application and I will come pick it up.

Thanks all in advance.

*Jim Spinelli*  
*Executive Director*  
*Hailey Chamber of Commerce*  
*PO Box 100*  
*Hailey, ID 83333*

*PH (208) 788-3484*  
*FAX (208) 578-1595*  
*[www.haileyidaho.com](http://www.haileyidaho.com)*

No virus found in this incoming message.  
Checked by AVG - [www.avg.com](http://www.avg.com)  
Version: 8.0.237 / Virus Database: 270.11.3/1971 - Release Date: 02/25/09 06:40:00

**Philadelphia Indemnity Insurance Company**

**COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS**

Policy Number: PHPK309395

Agent # 30075

See Supplemental Schedule

**LIMITS OF INSURANCE**

\$	3,000,000	General Aggregate Limit (Other Than Products – Completed Operations)
\$	3,000,000	Products/Completed Operations Aggregate Limit (Any One Person Or Organization)
\$	1,000,000	Personal and Advertising Injury Limit
\$	1,000,000	Each Occurrence Limit
\$	100,000	Rented To You Limit
\$	0	Medical Expense Limit (Any One Person)

**FORM OF BUSINESS: NON PROFIT ORGANIZATION**

Business Description: Special Events

Location of All Premises You Own, Rent or Occupy: **SEE SCHEDULE ATTACHED**

**AUDIT PERIOD, ANNUAL, UNLESS OTHERWISE STATED: N/A**

Classifications	Code No.	Premium Basis	Rates		Advance Premiums	
			Prem./ Ops.	Prod./ Comp. Ops	Prem./ Ops.	Prod./ Comp. Ops.
SEE SCHEDULE ATTACHED						
<b>TOTAL PREMIUM FOR THIS COVERAGE PART:</b>					\$ 1,090.00	\$

**RETROACTIVE DATE (CG 00 02 ONLY)**

This insurance does not apply to "Bodily Injury", "Property Damage", or "Personal and Advertising Injury" which occurs before the retroactive date, if any, shown below.

Retroactive Date: \_\_\_\_\_

**FORM (S) AND ENDORSEMENT (S) APPLICABLE TO THIS COVERAGE PART: Refer To Forms Schedule**

\_\_\_\_\_  
Countersignature Date

\_\_\_\_\_  
Authorized Representative

AGENDA ITEM SUMMARY

DATE: 04/27/09 DEPARTMENT: Public Works

DEPT. HEAD SIGNATURE: *[Signature]*

SUBJECT:

Request approval for Girls on the Run 5K & Healthy Living Expo Special Event at Heagle Park on 05/16/09.

AUTHORITY:  ID Code \_\_\_\_\_  IAR \_\_\_\_\_  City Ordinance/Code \_\_\_\_\_  
(IFAPPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IFAPPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

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

FOLLOW-UP REMARKS:

\*

# City of Hailey

115 MAIN STREET SOUTH, SUITE H  
HAILEY, IDAHO 83333

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

April 27, 2009

Girls on the Run  
Attn: Mary Fauth  
PO Box 7016  
Ketchum, ID 83340

Subject: Special Event Approval

Dear Mary:

Congratulations! The Girls On The Run 5K & Healthy Living Expo Special Event, scheduled for May 16, 2009 at Heagle Park, has been approved by the City Council.

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

- Applicant will be responsible for repair of any turf and/or sprinkler damage.
- Any special power requirements will need to be approved. Only City approved electricians will be allowed in the power boxes.
- Applicant will need to coordinate special needs through the Public Works Director.
- A meeting with Parks Dept personnel is required

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

Sincerely,

Mary Cone  
City Clerk

## DECISION

Based on the Applications for Special Event Permits for Girls On The Run 5K & Healthy Living Expo, the City of Hailey, pursuant to Chapter 12.14 of the Hailey Municipal Code, approves the Application and grants the Special Event Permit, subject to the following conditions:

### Standard Conditions

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

### Other Conditions

- a. Applicant will be responsible for repair of any turf and/or sprinkler damage.
- b. Any special power requirements will need to be approved. Only City approved electricians will be allowed in the power boxes.
- c. Applicant will need to coordinate special needs through the Public Works Director.
- d. A meeting with Parks Department personnel is required.

DATED this 27th day of April, 2009.

CITY OF HAILEY

By: \_\_\_\_\_  
Rick Davis, its Mayor

ATTEST:

\_\_\_\_\_  
Mary Cone, its City Clerk

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

## AGREEMENT

In consideration of the granting of special event permits by the City of Hailey ("the City") for Girls On The Run 5K & Healthy Living Expo that will occur on May 16, 2009 from 9:30 a.m. to 12:30 p.m., plus specified set up and teardown time ("the Events"), and pursuant to Section 12.14 of the Hailey Municipal Code, the undersigned, as the applicant ("Applicant") of a Special Event Permit from the City for the Events, does hereby agree to reimburse the City for any costs incurred by the City in repairing damage or providing any services or materials resulting from the Events. The Applicant agrees that such costs may be deducted from a non-refundable security deposit or additional deposit as established by the City, and that if costs exceed any deposit made by the applicant, further reimbursement will be made to the City upon demand. The Applicant hereby agrees to indemnify, defend and hold harmless the City and its officers and employees, in their official and individual capacities, from any and all claims, demands, obligations, liabilities, lawsuits, judgments, attorneys' fees, costs, expenses and damages of any nature caused by or arising out of, or connected with the Events. In the event either party hereto is required to retain counsel to enforce a provision of this Agreement, or to recover damages resulting from a breach hereof, the prevailing party shall be entitled to recover from the other party all reasonable attorney's fees incurred herein or on appeal, or in bankruptcy proceedings. The Applicant agrees to comply with all the laws and ordinances of the City of Hailey, Idaho applicable to the subject matter thereof, and to conduct the Events in accordance with the terms and provisions of the application for a Special Event Permit, as approved or as modified by the City, and all conditions of the Special Event Permits. The Applicant agrees that the Special Event Permits are nontransferable and shall be conducted only for the dates and locations as approved by the City.

IN WITNESS WHEREOF, Applicant and the City have executed this Agreement on this 27th day of April, 2009.

APPLICANT:

By: \_\_\_\_\_

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

CITY OF HAILEY:

By: \_\_\_\_\_  
Rick Davis, its Mayor

ATTEST:

\_\_\_\_\_  
Mary Cone, its City Clerk

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

**CITY OF HAILEY**  
**Special Event Permit**

**Girls On The Run 5K &  
Healthy Living Expo**

**Heagle Park**

**This permit is valid May 15- May 16, 2009**

*City Clerk*

*Issue Date*



## SPECIAL EVENT PERMIT APPLICATION

**I. EVENT NAME:** Girls on the Run 5K + Healthy Living Expo # 422

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

Public Property       Private Property

Heagle Park, Della view Subdivision (Map enclosed)

**III. EVENT SCHEDULE**

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

Date(s) of Event	Hours	Estimated # of Attendees
<u>May 16</u>	Start Time: <u>9:30</u> End Time: <u>12:30</u>	One Hour Interval: All Day: <u>300</u>
	Start Time:      End Time:	One Hour Interval: All Day:
Date of Set-Up		
<u>May 15</u>	Start Time: <u>5:00</u> End Time: <u>7:00</u>	
Date of Tear Down		
<u>May 16</u>	Start Time: <u>12:30</u> End Time: <u>1:00</u>	

**IV. FEES**

Special Event Permit Application Fee	\$125	<input checked="" type="checkbox"/>	<u>Enclosed</u>
Per Day Park Rental Fee (Waived for non-profits)	\$500	<input type="checkbox"/>	<u>waived</u>
Security Deposit	\$500	<input type="checkbox"/>	<u>\$500-</u>
Tax (on park rental fees only)	6%	<input type="checkbox"/>	<u>waived</u>
<b>TOTAL DUE</b>			<u>\$125-</u>
Additional Deposit Required		<input type="checkbox"/>	

**V. ORGANIZATION INFORMATION**

Applicant's Name: Girls on the Run / Many Faith Title: Executive Director

Mailing Address: Box 706, Kelowna Zip Code: 83340

Street Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_

Day Telephone: 788-7863 Evening Telephone: 788-7863

FAX Number: \_\_\_\_\_ E-Mail Address: many@girlsontherunwrv.org

Applicant Driver's License #: \_\_\_\_\_

Sponsoring Organization: Girls on the Run

Non-Profit:  Yes  No Tax Exempt #: \_\_\_\_\_

Federal Tax #: 45-0501972 State Tax #: \_\_\_\_\_

**VI. EVENT INFORMATION**

New Event: Yes \_\_\_\_\_ No  Annual Event: Yes  No \_\_\_\_\_ Years Operating 6

Event Category:  Commercial  Noncommercial

Estimate of Gross Ticket Sales & Revenues (commercial event only): \_\_\_\_\_

Description of Event: 5K Fun walk + Run ~~at~~ Starting at Healey Park and running through Della view. Followed by a family friendly expo with non-profit exhibitors, kids activities and games.  
Additional Details: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**VII. INSURANCE REQUIREMENTS**

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

Insurance Company: Westpoint Ins. Group Agent Name: Terri Tomasik

Address: 5920 W. 117th St. Phone: 800-318-7709  
Chicago, IL 60645

**HOLD HARMLESS CLAUSE**

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

(Attach any additional pages as needed)

# SPECIAL EVENT ACTIVITIES & CITY SERVICES REQUESTED

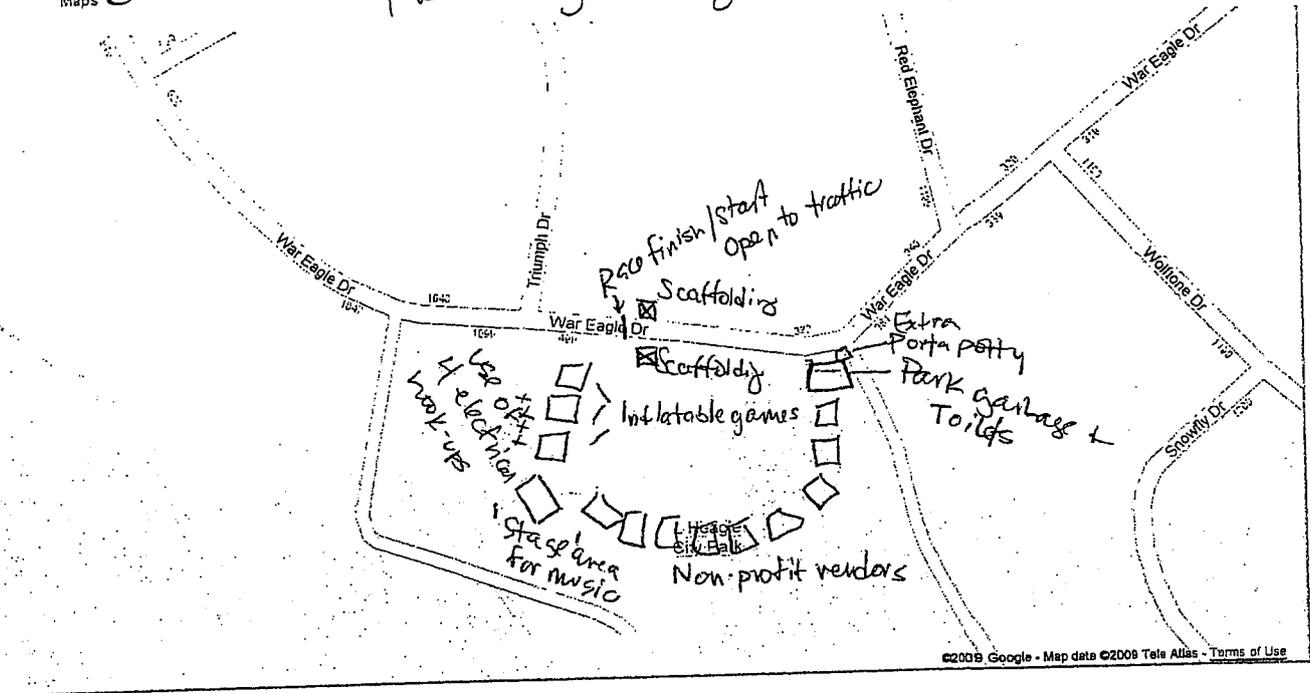
Your Event Organizer is responsible for providing a complete list of event activities including a list of suppliers providing services. An event logistics map is required, detailing the location for all road closures, event set up, canopies, stages, vendors, booths, and any other major services or activities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

Yes	No	Check all Planned Activities	Yes	No	Check all Planned Activities
	X	<b>Street Closures &amp; Access / Parade</b> Detailed map listing areas of closure, parade route is required. An ITD permit is required for Main Street.		X	Alcohol Served (Free of Charge) (name of provider)
				X	Alcohol Sold Requires Alcohol Beverage Catering Permit (Hailey Code 5.13)
	X	Street Closures & Access /Parade require your Event Coordinator to notify all affected businesses, churches schools and neighborhoods	X		Food/Beverages will be served (List Caterers): <i>Not yet determined</i>
#	3	<b>Canopies/Tents/Membranes/Temporary Structures</b> (Number & Size(s)) City of Hailey Fire Department, Fire Code Enforcement	#	1	Vendors items sold/ solicitation  <i>Bigwood Landscaping</i> <i>Hanging Baskets</i> <i>Flower</i>
	X	<b>Medical Services</b> (Circle) <u>First Aid</u> and/or EMS Services  Who is providing services? <i>St. Lukes Hailey Fire</i>	#	<del>1</del>	
#	X	<b>Security</b> (detail who, number of officers, times. Attach plan)	#	12	Booths: Profit / Non-Profit
	X	<b>Traffic Control / Shuttle Buses</b> (Number of buses / locations / hours of operation, attach plan.)		X	Lighting plan: attach plan
#	<del>4</del>	<b>Electricity / Generators</b> (Size _____) Attach detailed electrical plan. <i>See Expo layout</i>	X		Activities / Entertainment (Agenda) <i>Attached</i> Other equipment or entertainment
				X	Signs or Banners: sign permit may be required by the City Planning and Zoning Department
X		(Water) <u>Drinking</u> / Washing (circle)		X	Stages (Number and Size(s) _____)
	X	<b>Gray Water Barrel / Grease Barrel</b> (circle /detail # and locations)	#	X	Barricades. How many identify locations and attach logistics map
X		<b>Sanitation</b> -Trash bins, Dumpsters, Recycle (circle /detail # and locations) <i>Use of park's</i>	#	300	EVENT estimated attendance
#	1	<b> porta Toilets / Wash Stations</b> (Quantity <u>ADA</u> <u>Regular</u> ) <i>Facilities</i> <i>Use of park bathroom facilities</i>	#	40	Number of staff working event
			#	40	Number of volunteers working

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

Event Organizer's Signature: Mary Faust Date: 4/7/09

# Race Start / Finish Area Healthy Living Expo layout



### Personalize Google Maps

- Create personalized, annotated maps and share them with friends & family or the world. [Learn more >](#)
- Browse a directory of interactive content that you can add to Google Maps. [Learn more >](#)

[Create new map](#) | [Browse the directory](#)

### Featured content

- [Google Real Estate Search](#)
- [Hot Spots Guide](#)
- [Island Guide](#)
- [Videos from YouTube](#)
- [Photos from Picasa Web Albums](#)
- [Gas Prices from GasBuddy.com](#)
- [Distance Measurement Tool](#)
- [Places of Interest](#)
- [The Weather Channel](#)
- [The Tap Mapplet](#)

### Participating vendors to date

- St. Lukes
- YMCA
- Animal shelter
- YAK
- SNRA
- Big wood landscaping
- SV Adaptive Sports
- Girls on the Run



Girls on the Run 5k & Healthy Living Expo Activity Agenda:

Friday, May 15:

5-7 pm – Course marking & finish/start scaffolding set-up at park

Saturday, May 16:

6:30 – 8:30 – Race set-up

8:30 – 9:30 – Race registration/Expo set-up

9:30 – 10:30 – Race

9:30 – 12:30 – Expo

12:30 – 1:00 – Clean up

**ACORD CERTIFICATE OF LIABILITY INSURANCE** DATE (MM/DD/YYYY)  
4/7/2009

PRODUCER (800)318-7709 FAX: (708)636-3915  
 Westpoint Insurance Group, Ltd.  
 5920 W. 111th St  
 Chicago Ridge IL 60415  
 INSURED  
 Girls on the Run of the Wood River Valley  
 P.O. Box 7016  
 Ketchum ID 83340

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

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Lexington Insurance Co	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

**COVERAGES**  
 THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR/ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> INCLUDES ATHLETIC PARTICIPANTS GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ <input type="checkbox"/> LOC	6992769	04/06/2009	11/27/2009	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L EACH ACCIDENT \$ E.L DISEASE - EA EMPLOYEE \$ E.L DISEASE - POLICY LIMIT \$
		OTHER				

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

**CERTIFICATE HOLDER**  
 City of Hailey  
 Blaine County, ID

**CANCELLATION**  
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.  
 AUTHORIZED REPRESENTATIVE \_\_\_\_\_