

AGENDA ITEM SUMMARY

DATE: 08/7/2008 DEPARTMENT: Clerk's Office DEPT. HEAD SIGNATURE: MC

SUBJECT:

Alcohol Beverage License Transfer for The Mint Bar, LLC from Chester and Jake's restaurant

AUTHORITY:  ID Code \_\_\_\_\_  IAR \_\_\_\_\_  City Ordinance/Code 5.04, 5.08, 5.12  
(IFAPPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

Annual renewal of alcohol beverage licenses, which expire each year on August 31.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IFAPPLICABLE)

_____ 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 the following alcohol beverage license transfer, which has been approved by the Hailey Police Department:

The Mint Bar

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 # \_\_\_\_\_



# ALCOHOL BEVERAGE LICENSE APPLICATION

FILED  
APR 29 2009

### APPLICATION FOR:

Liquor	\$562.50	<input checked="" type="checkbox"/>	281.25
Wine by the Drink	\$200.00	<input type="checkbox"/>	included
Beer by the Drink	\$200.00	<input checked="" type="checkbox"/>	15.00
Grocery Sale of Wine	\$200.00	<input type="checkbox"/>	
Grocery Sale of Beer	\$50.00	<input type="checkbox"/>	

### APPLICATION IS:

New License   
 Renewal   
 Transfer

RECEIVED  
APR 29 2009

TOTAL DUE: 296.25

Applicant Name: Mint Bar, Inc.

Business Name: The Mint Bar

Business Physical Address: 114 S. Main Street, Hailey

Business Mailing Address: Box 3212, Hailey

Business Phone Number: 788-1051

Property Owner (if different from applicant): Valley Entertainment Group

*(Applicant must attach certified copy of lease showing that owner consents to sale of alcohol on premises.)*

I hereby certify that the above statements are true, complete and correct to the best of my knowledge. I further certify that I have applied for and received the Idaho State Liquor License (copy attached) and the Blaine County Liquor License (copy attached).

[Signature]  
Applicant Signature

4-28-09  
Date

Subscribed and sworn to before me this 28<sup>th</sup> day of April, 2009

[Signature]  
Notary Public OR City Clerk

Residing at: Lincoln County  
My Commission Expires: 11/16/2011



<b>Official Use Only</b>	
State License No.	_____
County License No.	_____
City License No.	_____
Date Approved by Council	_____
Chief of Police	_____

CITY OF HAILEY, 15 MAIN ST. S., SUITE H ■ HAILEY, IDAHO 83333 ■ 788-4221



## ALCOHOL BEVERAGE LICENSE APPLICATION CHECKLIST

**PLEASE NOTE:** The following information must be submitted with your application to be considered for a city of Hailey Alcohol Beverage License.

### All Applicants:

1. A copy of your State of Idaho Alcohol License.
2. A copy of your Blaine County Alcohol License.

### Liquor License Applicants:

In addition to items 1 and 2, above, Liquor License applicants must also provide:

1. A detailed statement of the assets and liabilities of the applicant.
2. A copy of the articles of incorporation and bylaws of any corporation; the articles of association and bylaws of any association; or the articles of partnership for any partnership.
3. A certified copy of the lease showing that property owner consents to the sale of liquor by the drink on such premises, if the applicant is not the owner of the property.

Should any information on this application be subject to change, such change must be reported in writing to City Hall as outlined in Section 5.04.040 of the Hailey Municipal Code.



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



# PERSONAL AFFIDAVIT IN SUPPORT OF ALCOHOL BUSINESS LICENSE

RECEIVED  
APR 29 2009

Full Name: Jack I. Pashkin

SSN: 107-40-5075 DOB: 7/31/1949

Business Address: Box 3212 Business Phone: 788-1051  
Hailey ID 83333

Home Address: 106 McKenzie Home Phone: 788-1051  
Hailey ID 83333

I am or will be: Sole Owner  Partner  Officer   
Director  Stock Holder  Manager

Do you have any direct or indirect interest in any other business for the sale of alcoholic beverages?  
Yes  No   
If yes, please explain: Valley Entertainment & Soldier Mountain

Have you ever had an alcohol license denied, suspended or revoked?  
Yes  No   
If yes, please explain: \_\_\_\_\_

Have you within the last three (3) years been convicted of any violation in any of these United States relating to the importation, transportation, manufacture or sale of alcoholic liquor or beer?  
Yes  No

Have you within the last five (5) years been convicted of, paid a fine, been placed on probation, received a deferred sentence or withheld judgment, or completed any sentence of confinement for any felony?  
Yes  No   
If yes, please explain: \_\_\_\_\_

I have read all of the above, and declare under penalty of perjury that each and every statement made is true, correct and complete.

Jack Pashkin  
Applicant Signature

Subscribed and sworn to before me this 28th day of April 2009  
Shelly M. Scott Notary Public Residing at Lincoln County My Commission Expires 11/16/2011



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



# CORPORATION QUESTIONNAIRE

Corporation Name: Mint Bar, Inc.  
 Business Name: The Mint Bar  
 Physical Address: 114 S. Main Street, Hailey

### Officers and/or Directors:

Title: Director Name: Jack Pashken  
 Address: Box 3212, Hailey, ID 83333

Title: \_\_\_\_\_ Name: \_\_\_\_\_  
 Address: \_\_\_\_\_

Title: \_\_\_\_\_ Name: \_\_\_\_\_  
 Address: \_\_\_\_\_

### Stockholders

Name: \_\_\_\_\_ Name: \_\_\_\_\_  
 Address: \_\_\_\_\_ Address: \_\_\_\_\_

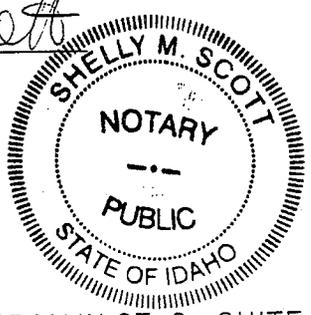
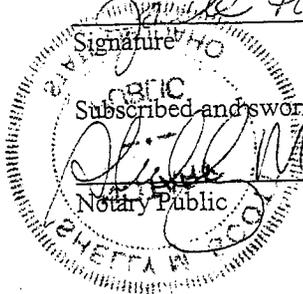
Name: \_\_\_\_\_ Name: \_\_\_\_\_  
 Address: \_\_\_\_\_ Address: \_\_\_\_\_

Name: \_\_\_\_\_ Name: \_\_\_\_\_  
 Address: \_\_\_\_\_ Address: \_\_\_\_\_

I hereby certify that each officer, director and stockholder is the real party in interest with respect to his portion and is not acting directly or indirectly as an agent, employee or representative to any other person not reported to the board.

Signature: Jack Pashken Title: Director

Subscribed and sworn to before me this 28th day of April, 2009  
 Residing at Lincoln My Commission Expires 11/16/2011



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

# State of Idaho

Cycle Tracking Number: 41848  
ISLD ID: 5430

## Idaho State Police Alcohol Beverage Control Temporary

Alcohol Beverage License Number (current): 3884  
Premise Number (current): 5B-47

*This is to certify that the above listed license is in the process of being transferred or processed by Alcohol Beverage Control. This permit authorizes:*

*Applicant:* Mint Bar Inc      *dba:* The Mint Bar  
At 114 S Main Street      City Hailey

*to operate until this permit expires. (Director regulation 012.04). The permit holder, in accepting the temporary permit, shall be responsible for complying with all statutes and rules pertinent to the sale of alcoholic beverages.*

- Liquor      Yes
- Beer      Yes
- On-premise consumption      Yes
- Kegs to go      No
- Restaurant      No
- Wine by the bottle      Yes
- Wine by the glass      Yes

MINT BAR INC  
THE MINT BAR  
PO BOX 3695  
  
HAILEY, ID 83333  
Mailing Address

Dated: 04/27/2009

**Permit Expires: 05/08/2009**

*Robert Clements*

Bureau Chief, Alcohol Beverage Control

County Approval: *Robin Jordan for J. Lynn Dunge*

City Approval: \_\_\_\_\_

BLAINE COUNTY RETAIL ALCOHOLIC BEVERAGE LICENSE APPLICATION

To the Board of County Commissioners:  
Blaine County, Idaho

Date 4-28, 2009

The undersigned a Corporation X  
Partnership \_\_\_\_\_  
Individual \_\_\_\_\_  
LLC \_\_\_\_\_

does hereby make application for a license to sell during the year 2008/09

Fee

\*BEER LICENSE:

- Draft Beer (includes bottled, canned & retail); \$ \_\_\_\_\_
- Bottled or Canned Beer, to be consumed on the premises; \$ \_\_\_\_\_
- Bottled or Canned Beer, NOT to be consumed on the premises; \$ \_\_\_\_\_

\*LIQUOR LICENSE (includes wine fees) \$ \_\_\_\_\_

\*WINE LICENSE:

- Retail Wine \$ \_\_\_\_\_
- Wine by the Drink \$ \_\_\_\_\_

TOTAL FEES \$ \_\_\_\_\_

Applicant is the holder of STATE OF IDAHO RETAIL ALCOHOL BEVERAGE LICENSE  
NUMBER 3884 dated the 4/27/09 day of \_\_\_\_\_, 20\_\_\_\_.  
(Attach copy of State License)

Business Name: Mint Bar, Inc. DBA The Mint Bar

Physical Address: 114 S. Main, Hailey, ID 83333

Mailing Address: Box 3212, Hailey, ID 83333

Applicant: Jack Pashkin, President  
(Officers and Governing Board of a Corporation-Partners if a Partnership - Individual)

Phone #: 788-1051

PLEASE SIGN HERE X Jack Pashkin

**THIS SECTION FOR TRANSFERS ONLY:**

I hereby authorize the transfer of No. \_\_\_\_\_ Beer License; No. \_\_\_\_\_

Liquor License; No. \_\_\_\_\_ Wine License; to \_\_\_\_\_

dba \_\_\_\_\_ Dated this \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Signature of Previous Owner

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public

Approved 4-29-09, 20\_\_\_\_  
Howard McCarry  
Chairman Board of County Commissioners

ATTACHMENTS:  
 Copy of State  
 Sheriff's Approval





**BJA FY 09 Recovery Act Edward Byrne Memorial  
Justice Assistance Grant Program Local Solicitation**



2009-F7483-ID-SB

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[Overview](#)

Verify that the following information filled is correct and fill out any missing information. To save changes, click on the "Save and Continue" button.

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[Project Information](#)

[Budget and Program Attachments](#)

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*Is the applicant delinquent on any federal debt	Yes No
*Employer Identification Number (EIN)	[REDACTED]
*Type of Applicant	Municipal
Type of Applicant (Other):	
*Organizational Unit	Hailey Police Departme
*Legal Name (Legal Jurisdiction Name)	City of Hailey
*Vendor Address 1	115 S. Main #C
Vendor Address 2	
*Vendor City	Hailey
Vendor County/Parish	Blaine
*Vendor State	Idaho
*Vendor ZIP	83313 - 8408 <a href="#">Need help for ZIP+4?</a>
<b>Please provide contact information for matters involving this application</b>	
*Contact Prefix:	Mr.
Contact Prefix (Other):	
*Contact First Name:	David
Contact Middle Initial:	
*Contact Last Name:	Stellers
Contact Suffix:	Select a Suffix
Contact Suffix (Other) :	
*Contact Title:	Assistant Chief of Police
*Contact Address Line 1:	115 S. Main #C



**BJA FY 09 Recovery Act Edward Byrne Memorial  
Justice Assistance Grant Program Local Solicitation**

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*Descriptive Title of Applicant's Project	
2013 Narrow Band Communications Compliance Project	
*Areas Affected by Project	
Law Enforcement Programs- Equipment	
Proposed Project	
*Start Date	August 01 2009
*End Date	September 30 2009
*Congressional Districts of	
Project	Congressional District 01, ID Congressional District 02, ID Congressional District 00, ID
*Estimated Funding	
Federal	\$ 15238 .00
Applicant	\$ 0 .00
State	\$ 0 .00
Local	\$ 0 .00
Other	\$ 0 .00
Program Income	\$ 0 .00
TOTAL	\$ 15238 .00

Save and Continue

Contact Address Line 2:	
*Contact City	Hailey
Contact County:	Blaine
*Contact State:	Idaho
*Contact Zip Code:	83313 - 8408 <a href="#">Need help for ZIP+4?</a>
*Contact Phone Number:	208 788 3531 Ext:
Contact Fax Number:	
*Contact E-mail Address:	dave.stellers@haileycityhall.org

Save and Continue

## Program Narrative

The Hailey Police Department, along with most public safety agencies in the country, is mandated to go to a narrow band frequency by FY2013. Public safety agencies in this rural area are going to switch from a wide band VHF radio system to a 700 Mhz radio system. 700 Mhz will be used throughout the State of Idaho. The Blaine County Sheriff's Office, where the City of Hailey is located, has already received federal grant monies and has put in place the beginnings of the 700 Mhz repeater system and infrastructure. The Hailey Police Department will have to make this system switch.

The Hailey Police Department, along with other public safety organizations have tested the 700 Mhz radio system and we have been impressed. The quality and efficiency of the system is outstanding. Additionally, as we are a rural area located in a valley surrounded by mountains, this system has the ability to communicate with agencies over the entire State of Idaho, and will have the ability to communicate with neighboring states if necessary.

The problem with switching to this system is cost. Hailey Police administration estimate that to switch over to a new 700 Mhz system will cost approximately \$40,000 in new radios, both hand held and base stations for vehicles.

The Hailey Police Department proposes to use the allocated funds to purchase seven (7) 700Mhz handheld radios. The manufacturer of these radios will be Motorola, an international company headquartered in Illinois. The model number of these radios is the XTS2500. It is P25 compatible and under normal use should give us a service life of ten (10) years. The cost of these radios is approximately \$2,300 per unit, with accessories such as a microphone and an extra battery. While there are other radio manufacturers making these same types of radios, we choose to go to Motorola as we have a history with their products, and the Hailey Police Department supports a "buy American" philosophy. Also, by purchasing Motorola products, we can use a local dealer, thus supporting a "buy local" philosophy as well.

As soon as the funds are allocated we can purchase radios immediately. One administrator (an Assistant Chief of Police) is responsible for all communication equipment purchases. Purchase orders will be created and will be provided as proof of fund usage.



**BJA FY 09 Recovery Act Edward Byrne Memorial  
Justice Assistance Grant Program Local Solicitation**



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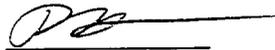
[Log Off](#)

<b>APPLICATION FOR FEDERAL ASSISTANCE</b>	<b>2. DATE SUBMITTED</b>	<b>Applicant Identifier</b>
1. TYPE OF SUBMISSION  Application Construction	3. DATE RECEIVED BY STATE	State Application Identifier
	4. DATE RECEIVED BY FEDERAL AGENCY	Federal Identifier
<b>5. APPLICANT INFORMATION</b>		
<b>Legal Name</b>  City of Hailey		<b>Organizational Unit</b>  Hailey Police Department
<b>Address</b>  115 S. Main #C Hailey, Idaho 83313-8408		<b>Name and telephone number of the person to be contacted on matters involving this application</b>  Stellers, David (208) 788-3531
<b>6. EMPLOYER IDENTIFICATION NUMBER (EIN)</b>  82-6000201		<b>7. TYPE OF APPLICANT</b>  Municipal
<b>8. TYPE OF APPLICATION</b>  New		<b>9. NAME OF FEDERAL AGENCY</b>  Bureau of Justice Assistance
<b>10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE</b>  NUMBER: [REDACTED] CFDA 16.804 - Recovery Act - Justice Assistance TITLE: Grants - Localities		<b>11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT</b>  2013 Narrow Band Communications Compliance Project
<b>12. AREAS AFFECTED BY PROJECT</b>  Law Enforcement Programs- Equipment		
<b>13. PROPOSED PROJECT</b> Start Date: August 01, 2009 End Date: September 30, 2009		<b>14. CONGRESSIONAL DISTRICTS OF</b>  a. Applicant b. Project ID02
<b>15. ESTIMATED FUNDING</b>		<b>16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?</b>  Program is not covered by
Federal	\$15,238	
Applicant	\$0	
State	\$0	

Local .	\$0	E.O. 12372
Other	\$0	
Program Income	\$0	<b>17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?</b>
TOTAL	\$15,238	
N		
<b>18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION PREAPPLICATION ARE TRUE AND CORRECT, THE DOCUMENT HAS BEEN DULY AUTHORIZED BY GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS REQUIRED.</b>		

Continue

AGENDA ITEM SUMMARY

DATE: 5/11/09 DEPARTMENT: PW - Water DEPT. HEAD SIGNATURE: 

**SUBJECT:** Authorize the Mayor to sign an agreement with Galena Engineers for design of the 16" transmission water main

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

**BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:**

The council previously approved the cost estimate for this work. This authorizes the Mayor to sign the agreement.

**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): \_\_\_\_\_  
Instrument # \_\_\_\_\_

Draft 12-30-03

**GALENA ENGINEERING, INC.**  
**PROFESSIONAL SERVICES AGREEMENT / WORK ORDER**

PROJECT NUMBER: \_\_\_\_\_  
PROJECT NAME: Hailey Waterline Survey and Design  
CLIENT: City of Hailey  
CONTACT: Tom Hellen  
COMPANY: City of Hailey

Telephone 788-4221 Cellular \_\_\_\_\_  
Fax 788-2924 Email \_\_\_\_\_

BILLING ADDRESS:  
City of Hailey  
(Owner?  yes or  no)  
115 South Main Street, Suite H  
(Address)  
Hailey, ID 83333  
(City, State, Zip)

JOB LOCATION:  
Deerfield and Fox Acres Subdivisions

THIS AGREEMENT entered into this \_\_\_\_\_ day of May, 2009, between The City of Hailey, (the CLIENT) and GALENA ENGINEERING, INC., an Idaho Corporation of Ketchum, ID (GALENA).

WHEREAS, the CLIENT intends to realign the waterline at Deerfield and Fox Acres Subdivisions

The CLIENT will furnish to GALENA \_\_\_\_\_

**SERVICES TO BE PERFORMED BY GALENA**  
GALENA will Base mapping and topographic survey of proposed alignment; preliminary and final design; delivery of product to client; and construction surveying and asbuilts.

**GALENA ENGINEERING, INC.  
PROFESSIONAL SERVICES AGREEMENT / WORK ORDER**

**SCHEDULE OF SERVICES TO BE PERFORMED**

GALENA will perform said services as follows: as specified in Attachment A Detailed Scope of Work and Attachment B Man Hour Estimate

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Approximate Date of Completion, if applicable: \_\_\_\_\_, 2009

NOW THEREFORE, the CLIENT and the GALENA in consideration of their mutual covenants herein agree in respect of the performance of professional engineering and land surveying services by the GALENA and the payment for those services by the CLIENT, as set forth as below:

**ANY ESTIMATE GIVEN IS TO BE CONSIDERED AN APPROXIMATION OF THE AVERAGE COST OF THIS TYPE OF JOB.** It is by no means to be used as a quotation to determine the final billing price of this agreement. Unless specified, all work will be charged on a time and materials basis, plus any expenses directly related to this Agreement. In addition, there will be charges for alterations, or extras deviating from the original instructions.

**BASIS OF FEE AND BILLING SCHEDULE**

ESTIMATED FEE COST: \$ 12,690.00

**RETAINER:**

Will be required  in the Amount of \$ \_\_\_\_\_ OR Will not be required

The CLIENT will pay GALENA for their services and expenses as follows:

**TIME OR TIMES OF PAYMENT**

GALENA will bill The CLIENT on or about the first of each month. The CLIENT will make payment to GALENA before the end of the month following the receipt of a bill from GALENA on account of their services and expenses. If the CLIENT fails to make any payment due GALENA on account of their services and expenses within 30 days after receipt of GALENA'S bill, the amounts due GALENA shall bear interest at the rate 18% per annum from said 30 days, and in addition, GALENA may suspend services under this Agreement until they have been paid in full all amounts due them on account of their services and expenses.

**LIMIT OF LIABILITY**

The CLIENT agrees to limit GALENA'S liability to the CLIENT and to all construction contractors and subcontractors on the project arising from GALENA'S negligent acts, errors or omissions such that the total aggregate liability of GALENA to all those named shall not exceed GALENA'S total fee for the services rendered on this project. The CLIENT further agrees to require of the contractor a similar limitation of the liability of GALENA and of the CLIENT, to the contractor and his subcontractors due to GALENA' S negligent acts, errors or omissions.

**TERMINATION**

This Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. If either party terminates this Agreement, GALENA will be paid for services rendered to the date of such termination on the basis of time and material costs involved thereto.

**GALENA ENGINEERING, INC.**  
**PROFESSIONAL SERVICES AGREEMENT / WORK ORDER**

**ATTORNEY'S FEES**

Should either party breach this Agreement, and suit has to be instituted upon it, the prevailing party shall be entitled to an award of reasonable attorney's fees to be set by the Court, in addition to all costs.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written. Fully executed Agreement will be considered as authorization for GALENA to proceed with services.

CLIENT

GALENA:  
GALENA ENGINEERING, INC.  
680 2<sup>nd</sup> Avenue North  
P O Box 425  
Ketchum, ID 83340  
Phone (208) 726-4729  
Fax (208) 726-4783



Sign Here

\_\_\_\_\_  
City of Hailey

BY : Brian Yeager

TITLE: \_\_\_\_\_

TITLE: Engineer

\_\_\_\_\_  
Internal use only

REMARKS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Project Manager: Yeager File Assignment: \_\_\_\_\_

Ownership verified with \_\_\_\_\_ by: \_\_\_\_\_

New Job?  yes or  no If no, New File?  yes or  no

Old Job: \_\_\_\_\_  
(any information that may be pertinent to finding the old job file and #)

Posted \_\_\_\_\_

April 27<sup>th</sup>, 2009

Tom Hellen, Hailey City Engineer  
City of Hailey  
115 South Main Street Suite H  
Hailey, ID 83333  
(208) 788-4221 *voice*

**RE: Proposal for Waterline Survey and Design**

**Proposal for Services**

Galena Engineering Inc. is pleased to offer our land surveying and engineering services for the design and construction surveying of the water main alignment shown in the current SPF Engineering plan set for the Quigley related upgrades. We propose to perform the work as outlined in the following "Attachment A, Detailed Scope of Work". Our opinion of probable cost for our services is shown on "Attachment B, Man Hour Estimate for Hailey Waterline Survey and Design". We are available to begin work on this project immediately upon notification to proceed, and we anticipate we will provide final design drawings to the City of Hailey within four weeks of commencement or sooner if requested by the City.

Please feel free to contact me any time at our Galena Engineering Inc. Hailey Office, (208) 788-1705. Thank you, we are grateful for the opportunity to participate with you on this project.

Respectfully submitted,

Brian Yeager, P.E.  
Project Manager, Galena Engineering Inc.

## ***Attachment A; Detailed Scope of Work for a Hailey Waterline Survey and Design***

### **Project Description**

This project consists of collecting topographic base mapping information and preparation of design drawings for the Hailey water main alignment shown in the current SPF Engineering report. These design drawings will be submitted to the City of Hailey for review and approval, then transmitted to SPF Engineering for inclusion in an overall bid package containing multiple items. We anticipate no special provisions will be necessary for the bid specifications for our work.

The proposed tasks for this project are discussed below and shown in the following "Attachment B: Man Hour Estimate", which includes detailed work efforts. The cost provided is an estimate based on our previous experience with this type of work, and the actual cost will vary depending upon time and materials. Additions and/or deletions to this Man Hour Estimate and Scope of Work can be made with both the Client and Galena Engineering, Inc.'s mutual approval. When these additions or deletions are made, the Man Hour Estimate will be adjusted based upon the hourly rate indicated at the top of the Man Hour Estimate for the positions affected.

### **Task Outline**

#### **Base mapping and Topographic Survey of Proposed Alignment**

This task consists of surveying the proposed alignment to collect topographic features and existing utilities, and to draft this information onto a series of base map sheets. The survey information will be collected using either GPS or Robotic survey equipment, whichever is most efficient. Occasional property corners will be collected for the overlay of record property lines and right of ways onto the base map. This task will begin immediately after notification to proceed and will be considered complete after preparation of the base map sheets for use in the design tasks below.

#### **Preliminary and Final Design, Delivery of Product to Client**

This task consists of developing a preliminary waterline layout and discussion of the concept with the client. After client approval, final design drawings will be developed and submitted to the client for final approval. The approved final drawings will be transmitted to SPF Engineering for inclusion with other drawings and bid specifications prepared by them. There are no special provisions anticipated for our design set. It is assumed the client will not need bidding support. This task concludes with the transmission of final design drawings to SPF Engineering.

#### **Construction Surveying & Asbuilts**

This task is the staking of the proposed water main alignment. Construction staking is complete at the conclusion of one set of construction stakes/markings. After construction, we will coordinate with the contractor and/or city to prepare general asbuilt drawings of the water main. Submittal of the asbuilt drawings will conclude this task.

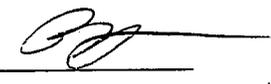
## Attachment B: Man Hour Estimate for Hailey Waterline Survey and Design

04/23/09 RKF File: Q:\2009 Proposals\opcc 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
<b>Hourly Rate</b>						
<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	2	24			0.5
1.02 Topographic Survey					10	
1.03 Draft topographic survey and prepare base sheets	2				8	
1.04 Preliminary layout & coordinate conceptual design w/client	8				30	
1.05 Prepare final design drawings	4				4	
1.06 Coordinate w/client for plotting, delivery, etc.	0	0	0	0	0	0
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)	8	2	16		6	
1.09 Construction surveying (rough estimate - scope undefined)	0	0	0	0	0	0
1.10 Construction inspection (no work anticipated this line item)	4				4	
1.11 Asbuilt submittals and coordination (no survey work included)						
<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: 5/11/09 DEPARTMENT: PW - Water DEPT. HEAD SIGNATURE: 

**SUBJECT:** Authorize the Mayor to sign an agreement with SPF Water Engineering for continued engineering on the Water System operations

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

**BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:**

SPF Water Engineering has provided several preliminary studies on the water system including supply and operations. This work will continue their work on the system's operations and look to improve both pressure control and use of the Quigley tank.

**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:**

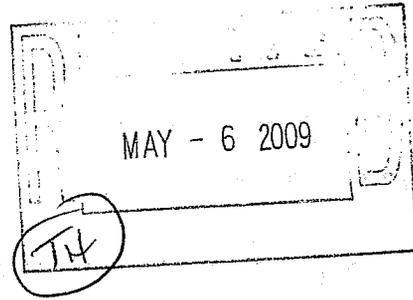
Date \_\_\_\_\_

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

**FOLLOW-UP:**

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

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



May 5, 2009

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

Subject: Engineering Services for 1) recommendations for water system summer operations to minimize Turbine Tank overflows, and 2) develop the conceptual "Alternative 2" as presented in the "Quigley Tank Fill Analysis" report

Dear Tom,

SPF Water Engineering, LLC would be pleased to provide engineering services related to 1) recommendations for water system summer operations to minimize Turbine Tank overflows, and 2) develop the conceptual "Alternative 2" as presented in the "Quigley Tank Fill Analysis" report.

SPF has been working with the City since 2008 to address Quigley Tank fill issues. Two reports were prepared – "City of Hailey Water System Source of Supply Investigation", and "City of Hailey Water System Quigley Tank Fill Analysis". The work proposed in this scope will build off of the analyses presented in these reports. The analysis will be carried further and a detailed plan for implementing Alternative 2 or a modified version of Alternative 2, developed.

Similar to the recommendations that SPF made for winter-time water system operations to stop Turbine Tank overflows, we will think through options for changes in summer-time system operations that could minimize Turbine Tank overflows. It is unlikely that overflows could be completely avoided in the summer because the tanks will need to run near their overflow levels in order to provide enough summer peaking volume. However, with the right operations plan in place, we can likely minimize the amount of overflow water.

#### **SCOPE OF WORK**

The following tasks are included in the proposed scope of work.

#### **Task 1 – Recommendations for Water System Summer Operations to Minimize Turbine Tank Overflows**

SPF will work through summer operational scenarios and the amount of storage required to meet summer peaking demands, and make recommendations for any operational changes that could minimize Turbine Tank overflows. SPF will assist Hailey's operators as

necessary with how to make any recommended operational changes. SPF will also monitor the effects of the changes on the system through remote access to Hailey's SCADA system.

***Deliverable:*** *Technical memorandum summarizing recommendations for summer time operational changes*

## **Task 2 – Develop the Conceptual “Alternative 2” as Presented in the “Quigley Tank Fill Analysis” Report.**

### **Task 2a – Update Existing Hydraulic Model**

SPF will use the existing hydraulic model prepared by Akel Engineering and implement the following updates.

1. Change facility elevations in the model to match the October 2008 survey elevations.
2. Change the demand data in the model to reflect the current 3,180 water system connections. It appears that the current model includes 4,500 connections.
3. Replace the pump curve information in the model with the actual pump curves and demand patterns.
4. Calibrate the model with several fire flow runs. If the City has installed remote pressure sensors in the distribution system in the Northridge and Woodside areas by the time the model is ready, this remote pressure information will be used to calibrate the model also.

***Deliverable:*** *The model will be delivered electronically to the City in WaterCAD format. A brief write-up describing the basics of the model and changes made to the model will be provided.*

### **Task 2b – Explore a “Simple” version of Alternative 2**

Since the December 2008 analysis was done, we've been thinking that there might be a "simple" version of Alternative 2 that merits further examination. This would include pump changes at the existing wells, with the key being that transmission capacity between the wells and Quigley Tank would need to be upgraded. The piping from the Turbine Tank would require a check valve or automated valve such that the wells filled Quigley Tank instead of the Turbine Tank, and there would be specific required operations to make this option work. The lower pressure zone would likely still require alteration/expansion. The analysis and results will be documented in a Technical memorandum. The “simple” version of Alternative 2 will be completely explored, and no work done on Task 2c if it appears that this option can be successfully implemented.

***Deliverable:*** *A Technical Memorandum will be prepared describing the analysis and recommendations. If the simplified version of Alternative 2 is determined to be “not feasible”, the write-up discussing it will be included as an Appendix in the Task 2c Technical Memorandum.*

### **Task 2c – Develop details for the “Original” Alternative 2**

If it appears that a simplified version of Alternative 2 (Task 2b) isn't feasible, the full scale Alternative 2 (as described in the “Quigley Tank Fill Analysis” report) will be developed and refined further. Task 2c work will only be started if work on Task 2b indicates that the “simple” version of Alternative 2 is not feasible. A Technical Memorandum will be prepared that describes the analysis and the specific recommendations to be implemented. We expect that this Memorandum can be used as the basis for Hailey's Master Plan Update and the Preliminary Engineering Report that will be required by IDEQ prior to the start of any construction work.

***Deliverable:** A Technical Memorandum will be prepared describing the analysis and recommendations.*

### **TASKS SPECIFICALLY NOT INCLUDED IN THE SCOPE OF WORK**

The following tasks are specifically not included in this scope of work.

1. Detailed design of water system facilities.
2. Preparation of an updated Master Plan.
3. Obtaining Idaho Department of Environmental Quality approvals.

### **SCHEDULE**

We expect that Task 1 can be completed within 2 to 3 weeks of notice to proceed. Task 2 will take 8 to 12 weeks to complete.

### **ESTIMATED COSTS**

SPF proposes to perform this work on a time and materials basis, as detailed on the attached schedule of fees and conditions. 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.

A breakdown of the tasks with estimated costs is provided in Table 2.

<b>TABLE 1 – SPF WATER ENGINEERING, LLC SCHEDULE OF HOURLY BILLING RATES</b>		
<b>Personnel</b>	<b>Title</b>	<b>2009 Billing Rate</b>
Terry Scanlan, P.E., P.G.	Principal Engineer/Hydrogeologist	\$140
Christian Petrich, Ph.D., P.E., P.G.	Principal Engineer/Hydrogeologist	\$130
Tim Farrell, P.E.	Principal Engineer	\$125
Cathy Cooper, P.E.	Principal Engineer	\$125
Scott King, P.E.	Supervising Engineer	\$120
Eric Landsberg, P.E.	Project Manager	\$120
Bob Hardgrove, P.E.	Project Manager	\$120
Stuart Hurley, P.E.	Project Manager	\$120
Jennifer Sukow, P.E., P.G.	Senior Project Engineer	\$110
Shawn Kohtz, P.E.	Project Engineer	\$100
Roxanne Brown	Senior Water Rights Specialist	\$97
Mike Martin, P.E.	Project Engineer	\$88
Lori Graves	Water Rights Specialist	\$85
Marci Pape, P.E.	Project Engineer	\$85
Kristin Van Andel, P.E.	Project Engineer	\$85
Jason Thompson, P.E.	Project Engineer	\$85
Lance Dennis, E.I.T.	Associate Engineer	\$82
Clint Long	Construction Manager	\$85
Buzz Copple	Construction Manager	\$85
Steve Bennett	Designer I	\$80
Crane Drafting	Designer II	\$78
Julie Romano	Bookkeeping	\$60
Crystal Weber	Administrative Support	\$55

Note: Rates will be increased on January 1<sup>st</sup> each year.

**Table 2**  
**Engineering Budget Estimate**

	PM Cooper	PE Landsberg	PE Van Anel	Total
	\$125	\$120	\$85	
<b>Task 1 - Recommendations for Water System Summer Operations to Minimize Turbine Tank Overflows</b>	30	8	12	\$5,730
<b>Task 2 - Develop the Conceptual "Alternative 2" as Presented in the "Quigley Tank Fill Analysis" Report</b>				
<b>Task 2a - Update Existing Hydraulic Model</b>				
<i>Model Changes</i>	8	12	80	\$9,240
<i>Model Calibration (includes site visit for fire flows)</i>	4	32	80	\$11,140
<b>Task 2b - Explore a "Simple" Version of Alternative 2</b>	16	120	40	\$19,800
<b>Task 2c - Develop details for the "Original" Alternative 2</b>	16	96	48	\$17,600
<b>TOTAL HOURS</b>	<b>74</b>	<b>268</b>	<b>260</b>	
<b>TOTAL COST</b>				<b>\$63,510</b>

**AGREEMENT**

If this proposal meets with your approval, it may serve as the basis for agreement, in accordance 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 \$63,000. We will not do any work on Task 2c unless the investigation completed in Task 2b shows that the "simple" version of Alternative 2 is not feasible.

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

Respectfully submitted,

Accepted By:

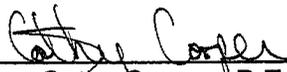
**SPF WATER ENGINEERING, LLC**

**CITY OF HAILEY**

By  \_\_\_\_\_  
Eric Landsberg, P.E.  
Project Manager/Engineer

By \_\_\_\_\_

Title \_\_\_\_\_

By  \_\_\_\_\_  
Cathy Cooper, P.E.  
Manager

Date \_\_\_\_\_

**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, alkalis, 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.

MAR 09 2009

MHC

## SEWER LINE EASEMENT AGREEMENT

This Sewer Line Easement Agreement ("**Easement Agreement**") is made this 9<sup>th</sup> day of ~~February~~ <sup>March</sup>, 2009, by and between the State of Idaho, and the City of Hailey ("**Grantors**") and City of Hailey, Idaho ("**Grantee**") (Grantors and Grantees are collectively referred to as "**Parties**").

## RECITALS

A. 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 Lots 8 through 12, inclusive, and Lots 20 through 24, inclusive, Block 125 Original Hailey Townsite, the vacated alley between Lots 8 through 12, inclusive, and Lots 20 through 24, inclusive, Block 125 Original Hailey Townsite, and 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, Idaho ("**Servient Estate**").

B. Grantee is a body politic and corporate and has the power and authority to own and hold interests in real property.

C. Grantors and Grantee desire to establish a sewer line easement across, over and under the Servient Estate to enable the grantee to use the easement for sewer line purposes.

## AGREEMENT

NOW, THEREFORE, IN CONSIDERATION of the above recitals which are incorporated below, and of the mutual covenants and agreements herein contained and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Grant of Easement. Grantors hereby grant and convey to Grantee, and its successors and assigns, a non-exclusive 16.8' wide public sewer line easement over, across and under the Servient Estate, more particularly described on attached **Exhibit "A"** and depicted on attached **Exhibit "B"** ("**Sewer Line Easement**"). The legal description of the existing location of a sewer mainline on the Servient Estate is described in attached **Exhibit "A."** The width of the Sewer Line Easement is 6.8' east and 10.0' west of the existing sewer mainline, as depicted on attached **Exhibit "B."**

2. Purposes/Restrictions. The Sewer Line Easement may be used for the operation, improvement, reconstruction, repair and maintenance of the sewer line within the Sewer Line Easement by Grantee and shall be used solely for the benefit of Grantee and the general public.

3. Successors and Assigns. All provisions of this Easement Agreement, including the benefits and burdens, run with the land covered hereby and are binding on and inure to the benefit of the heirs, permitted assigns, permitted successors, tenants and personal representatives of the Parties hereto.

4. Recordation of Instrument. The Parties agree that this Easement Agreement may be duly recorded by Grantors.

5. Miscellaneous Provisions.

a. Headings. The headings in this Easement Agreement are inserted for convenience and identification only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Easement Agreement or any provision hereof.

b. Severability. Every provision of this Easement Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Easement Agreement.

c. Remedies. The rights and remedies provided by this Easement Agreement are cumulative and the use of any one right or remedy by any party shall not preclude or waive its rights to use any or all other remedies. Said rights and remedies are given in addition to any other rights the Parties may have by law, statute, ordinance or otherwise.

d. Amendment. This Easement Agreement may be amended only in writing signed by the all of the Parties.

e. Attorneys Fees. Should any action be brought to interpret or enforce any provision hereof, or for damages for breach hereof, the prevailing party shall be entitled to such reasonable attorney's fees and costs as may be determined by any court of competent jurisdiction wherein such action is brought, and on appeals and in bankruptcy proceedings.

f. Entire Agreement. This Easement Agreement contains the entire agreement between the Parties respecting the matters herein set forth and supersedes all prior agreements between the Parties hereto respecting such matter.

g. Governing Law. This Easement Agreement shall be construed in accordance with the laws of the State of Idaho.

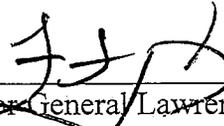
h. Counterparts. This Easement Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

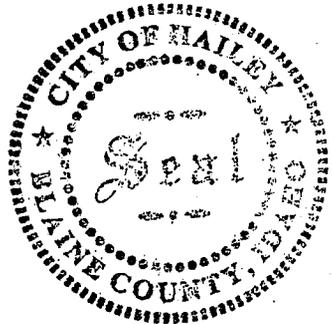
i. Presumption. No presumption shall exist in favor of or against any party to this Easement Agreement as the result of the drafting and preparation of the document.

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

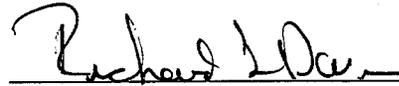
GRANTORS

MILITARY DIVISION, OFFICE OF THE GOVERNOR, STATE OF IDAHO

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



CITY OF HAILEY

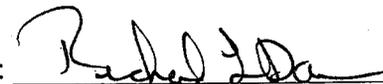
By:   
Richard L. Davis, Mayor

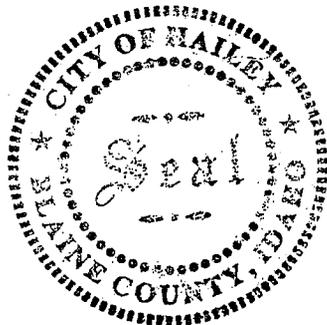
ATTEST:

  
Mary Cone, City Clerk

GRANTEE

CITY OF HAILEY

By:   
Richard L. Davis, Mayor



ATTEST:

  
Mary Cone, City Clerk

STATE OF IDAHO )  
County of Ada ) ss.  
Blaine )

On this 6 day of March, 2009, before me, a Notary Public in and for said State, personally appeared Lawrence F. Lafrenz, known or identified to me to be the Adjutant General of the State of Idaho, who executed the foregoing instrument, and acknowledged to me that he executed the same.

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

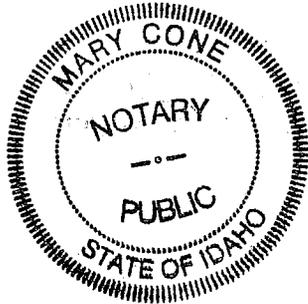


Gayla Crall  
Notary Public for Idaho  
Residing at: Ada County  
My commission expires: Mar 2014

STATE OF IDAHO )  
County of Blaine ) ss.

On this 9<sup>th</sup> day of March, 2009, before me, a Notary Public in and for said State, personally appeared Richard L. Davis, known or identified to me to be the Mayor of the City of Hailey, who executed the foregoing instrument, and acknowledged to me that he executed the same.

In witness thereof, I have set my hand and affixed my seal the day and year in this certificate above written.



Mary Cone  
Name: Mary Cone  
Notary Public for Idaho  
Residing at Hailey, ID  
My commission expires 9/8/2014

EXHIBIT "A"

SEWER LINE  
LEGAL DESCRIPTION

# **GALENA ENGINEERING, INC.**

CIVIL ENGINEERING & LAND SURVEYING

*City of Hailey  
Legal Description for  
Sewer Line Easement Across  
Hailey Armory Property*

Job Name: City of Hailey Sewer Line Easement  
Job Number : 3830.13

A strip of land in the southwest one-quarter (SW1/4) of Section 10, Township 2 North, Range 18 East, B.M., City of Hailey, Blaine County, Idaho, lying 10' southerly and 6.8' northerly and parallel to the following described centerline:

Commencing at an aluminum cap marking the intersection of 3<sup>rd</sup> Avenue and Cedar Street and proceeding North 61°10'43" East, 177.54 feet along the centerline of Cedar Street to the **Point of Beginning**;

Thence North 28°46'01" West, 174.97 feet to a point on the northerly line common to Lots 8 & 20, Block 125 of the Hailey Townsite and the **Point of Ending** as shown on the attached "Exhibit Map to Accompany Legal Description" which is a part hereof.

The sidelines of said easement are to be lengthened or shortened so as to terminate on the centerline of Cedar Street and the northerly line common to Lots 8 & 20, Block 125 of the Hailey Townsite.

Basis of Bearings: The centerline of 3<sup>rd</sup> Avenue between Cedar Street and Maple Street bears North 28°45'35" West.

1/23/2009 3:55:23 PM 383013-WATERLINE DESC.doc.

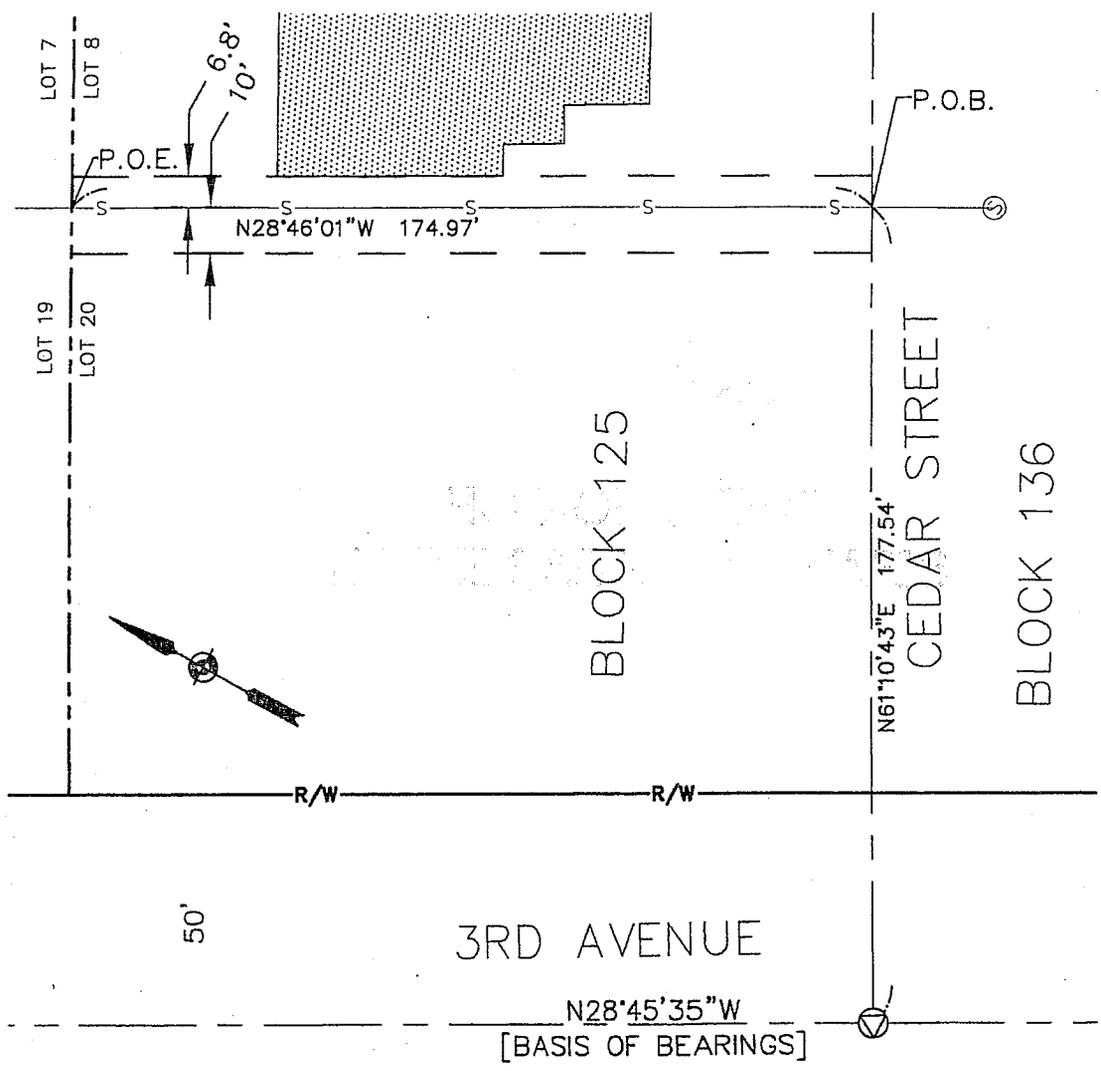


680 2<sup>ND</sup> AVENUE NORTH □ P.O. BOX 425 □ KETCHUM, IDAHO 83340 □ TELEPHONE (208) 726-4729 □ FAX (208) 726-4783  
317 N. RIVER STREET □ HAILEY, IDAHO □ TELEPHONE (208) 788-1705 □ FAX (208) 788-4612

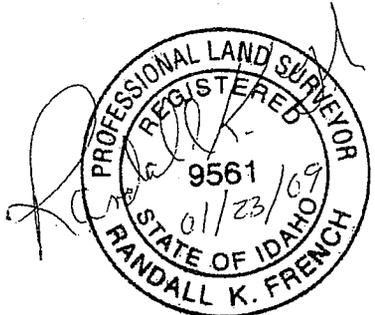
EXHIBIT "A"

EXHIBIT "B"

DEPICTION OF  
SEWER LINE EASEMENT



SCALE: 1" = 40'



REUSE OF DRAWINGS  
These drawings, or any portion thereof, shall not be used on any Project or extensions of this Project except by agreement in writing with Galena Engineering, Inc.

**LEGEND**

- Centerline Street
- Sewer Line
- Limits of Sewer Line Easement
- Right-of-Way Line
- Existing Lot Line
- Found Aluminum Cap
- Existing Sewer Manhole
- P.O.B. Point of Beginning
- P.O.E. Point of Ending
- Existing Building

Galena Engineering Inc.

Civil Engineers & Land Surveyors  
680 Second Avenue North  
P.O. Box 425  
Ketchum, Idaho 83340  
(208) 726-4729  
(208) 726-4783 fax  
email galena@galena-engineering.com

Exhibit Map to Accompany Legal Description  
**CEDAR STREET SEWER LINE EASEMENT**  
WITHIN S 10, T.2N., R.18E., B.M., CITY OF HAILEY, BLAINE COUNTY, IDAHO  
PREPARED FOR CITY OF HAILEY

PROJECT INFORMATION  
**EXHIBIT "B"**

SHT 1 OF 1

AGENDA ITEM SUMMARY

DATE: 04/13/2009 DEPARTMENT: Parks DEPT. HEAD SIGNATURE: MC

SUBJECT:

Motion to approve new Banner Resolution 2009-04

CCCA  
pg

AUTHORITY:  ID Code 63-1311-A  IAR \_\_\_\_\_  City Ordinance/Code \_\_\_\_\_

(IF APPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

Over the past few years reserving banner space for events have become increasingly more time consuming. Upon further tracking of this process, it was found that most of the 2 week banner reservations were reduced to one week because of individuals/organizations asking for an already reserved space. Resolution 2003-09 stated that between Memorial Day and Labor Day a two week reservation could be limited to one week if there was another request for banner space in that time. These changes would allow for a maximum of 1 week anytime of the year with the understanding that this will eliminate the amount of time spent rescheduling 2 week reservations.

This amendment will also add language adopting a formal policy on reserving light pole banner space and the fees associated with this policy.

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

Budget Line Item # \_\_\_\_\_ YTD Line Item Balance \_\_\_\_\_  
Estimated Hours Spent to Date: \_\_\_\_\_ Estimated Completion Date: \_\_\_\_\_  
Staff Contact: Mary Cone Phone # 788-4221-X 11

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:

Motion to approve and authorize the Mayor to sign Resolution 2009-04 to become effective April 13, 2009.

ADMINISTRATIVE COMMENTS/APPROVAL:

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

ACTION OF THE CITY COUNCIL:

Date 4/13 item pulled  
City Clerk [Signature] [Redacted Signature]

FOLLOW-UP:

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

## RESOLUTION NO. 2009 – 05

A RESOLUTION OF THE HAILEY CITY COUNCIL RESCINDING RESOLUTION NO. 2003-09 AND ADOPTING A POLICY FOR PLACING STREET AND POLE BANNERS IN PUBLIC RIGHTS OF WAY WITHIN THE CITY OF HAILEY, IDAHO, AND ESTABLISHING FEES.

WHEREAS, the City of Hailey, Idaho, will allow appropriate banners to be displayed across the public right-of-way of Main Street, and the Mayor and City Council have determined that a policy governing the display of said banners and adoption of fees is necessary; and

WHEREAS, the Hailey City Council will allow appropriate pole banners to be displayed upon the city's bracketed light poles of Hailey, and have determined that a policy governing the display of said banners and adoption of fees is necessary .

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Hailey, Idaho, that the Resolution number 2003-09 is rescinded in its entirety and the following policy be made effective upon adoption of this Resolution:

### CITY OF HAILEY BANNER PLACEMENT POLICY

The City of Hailey will allow appropriate banners to be displayed across the public right-of-way of Main Street under the following conditions:

1. A written request must be made to Hailey City Clerk at least two (2) weeks prior to the date first requested for display of banner. The request shall state the event for which the banner is requested, the entity requesting same, the dates requested for display, the dimensions, construction and wording of the banner.

2. Except as otherwise provided herein, the banner must: a) advertise a special, date-specific event which is of general interest and benefit to the community, or b) be associated with a special event permit issued under Chapter 12.14 of the Hailey Municipal Code. The banner shall advertise only the event name, date(s), and/or name(s) of the sponsor(s) and/or organizer(s). The name(s) of the sponsor(s) and/or organizer(s) shall be limited to a maximum of 25% of the space on each side of a banner.

3. The banner must be constructed in accordance with the specifications set forth in attached Exhibit "A."

4. Except as otherwise provided herein, a fee of \$100.00 per installation shall be prepaid by the applicant to cover the costs of installation and removal by City personnel and equipment. The banner will be installed and removed by the Hailey Public Works Department.

5. Except as otherwise provided herein, the banner shall be installed no earlier than thirty days prior to the event and shall be removed one week after it is hung. Banners shall not be installed after the event has concluded.

6. In the case of more than one application for the same period of time, the City Clerk may give preference to Hailey-area events. In the case of

more than one application for Hailey-area events, the City Clerk will permit the first application filed to display for this period.

7. The City of Hailey is exempt from the payment of fees and may hang a banner for general public purposes (*e.g.*, promoting the economic vitality of the Hailey business community at large).

8. No more than one banner for each event will be displayed at any one time.

9. The City Council of Hailey reserves the right to amend this policy or terminate use of public ways for banners at any time and without prior notice.

### **CITY OF HAILEY STREET POLE BANNER POLICY**

The City of Hailey will allow appropriate banners to be displayed from public light poles in the public-right-of-way within or adjacent to the Business (B) Zoning District under the following conditions:

1. A written request must be made to Hailey City Clerk at least four (4) weeks prior to the date first requested for display of banners. The request shall state the event for which the banners is requested, the entity requesting same, the dates requested for display, the dimensions, construction and wording of the banners.

2. Except as otherwise provided herein, the banners must: a) advertise a special, date-specific event which is of general interest and benefit to the community, or b) be associated with a special event permit issued under Chapter 12.14 of the Hailey Municipal Code. The banners shall advertise only the event name, date(s), and/or name(s) of the sponsor(s) and/or organizer(s). The name(s) of the sponsor(s) and/or organizer(s) shall be limited to a maximum of 25% of the space on each side of a banner.

3. The banners must be constructed in accordance with the specifications set forth in attached Exhibit "A."

4. Except as otherwise provided herein, a fee of \$25.00 per light pole installation shall be prepaid by the applicant to cover the costs of installation and removal by City personnel and equipment. The banners will be installed and removed by the Hailey Public Works Department

5. The banners shall be installed no earlier than thirty (30) days prior to the event and shall be removed immediately thereafter. The banners shall be displayed for a maximum period of thirty (30) days per event, per year, unless approved by the City Clerk for an additional fourteen (14) days.

6. In the case of more than one application for the same period of time, the City Clerk shall give preference to Hailey-area events. In the case of more than one application for Hailey-area events, the City Clerk will permit the first application filed to display for this period.

7. The City of Hailey is exempt from the payment of fees and may hang banners for general public purposes (*e.g.*, promoting the economic vitality of the Hailey business community at large).

8. The applicant must provide a minimum of six (6) banners to participate in the street pole banner program.

9. The City Council of Hailey reserves the right to amend this policy or terminate use of public ways for banners at any time and without prior notice.

**PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR THIS  
11<sup>th</sup> DAY OF MAY, 2009.**

---

Richard L. Davis  
Mayor City of Hailey

ATTEST:

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Mary Cone, City Clerk