

**AGENDA ITEM SUMMARY**

**DATE:** 06/08/2009    **DEPARTMENT:** Administrative    **DEPT. HEAD SIGNATURE:** HD

**SUBJECT:** Motion to approve Mayor's signature on letter to Environmental Protection Agency in support of proposed rule for federal greenhouse gas reporting requirements.

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

**BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:**

Hailey's policies in regard to commenting on proposed legislation were established in 2004 as follows:

- Hailey will make every effort to have city council discussion on correspondence and positions held by the City of Hailey toward legislation.
- Correspondence will be drafted and put on Consent Agenda for council consideration and approval.
- If action is requested as "urgent", with the legislative hearings to be held before the Hailey City Council next meets, the city administrator will forward draft correspondence by email to the mayor and council for their consideration. An objection from any single council member will result in the correspondence not being sent.
- If no objections are forthcoming, the correspondence will be sent to the State Legislature and will be set upon the next council meeting agenda for "ratification" after the fact.

Attached is draft correspondence which is recommended by the Idaho Conservation League.

**RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:**

Make a motion to ratify Mayor's signature on this letter. If the council does not want to support or comment on the new legislation, pull the matter from consent agenda and move to deny signature.

**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)

**From:** Lee Flinn [mailto:lee@conservationvotersforidaho.org]

**Sent:** Wednesday, June 03, 2009 4:16 PM

**To:** 'tom.hellen@haileycityhall.org'

**Subject:** Sign on to letter re. greenhouse gas? (Please respond by 6/5--THANKS!)

Dear Mayor Davis,

I am the Executive Director of **Conservation Voters for Idaho**, and we are working with the **Idaho Conservation League** in an effort to organize support for a national greenhouse gas registry.

Due to your past support of the Mayors Climate Protection Agreement (thank you!), we thought you might be interested in an opportunity to voice support for a national greenhouse gas registry. We believe an accurate registry would be a good first step towards assessing our national greenhouse gas pollution problem, so that as a nation we can focus on common sense solutions.

I apologize up front, the deadline in providing comments to the Environmental Protection Agency (EPA) is near and we are asking you to sign on to the attached letter by the end of day on Friday, June 5<sup>th</sup>.

**If you are interested, the next steps are:**

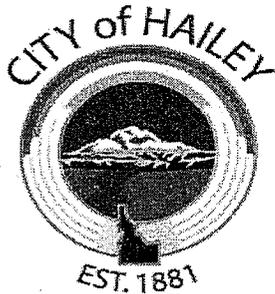
1. Please read the attached letter re. creation of a greenhouse gas registry
2. Contact me if you have any questions (contact info below)
3. Please email me a note saying that you would like your name included on this letter

THANK YOU! We appreciate your support for conservation, including your support for the Mayors Climate Protection Agreement.

We deeply appreciate your efforts and your commitment to public service!

Sincerely,  
Lee Flinn

Lee Flinn, Executive Director  
Conservation Voters for Idaho and  
Conservation Voters for Idaho Education Fund  
Address 708 W. Franklin Street | Boise, Idaho 83702  
Phone (208) 342-1264 | Cell (208) 841-4306  
email [lee@conservationvotersforidaho.org](mailto:lee@conservationvotersforidaho.org)  
web [www.conservationvotersforidaho.org](http://www.conservationvotersforidaho.org)



[www.wildidaho.org](http://www.wildidaho.org)

**Idaho Conservation League**

PO Box 844, Boise, ID 83701  
208.345.6933

Environmental Protection Agency,  
EPA Docket Center (EPA/DC), Mailcode 6102T  
Attention Docket ID No. EPA-HQ-OAR-2008-0508  
1200 Pennsylvania Avenue, NW  
Washington, DC 20460.

**RE: In Support of the Proposed Federal Greenhouse Gas Reporting Rule  
Docket ID No. EPA-HQ-OAR-2008-0508**

To Whom it May Concern:

Thank you for the opportunity to comment on the proposed federal Greenhouse Gas Reporting Rule Docket ID No. EPA-HQ-OAR-2008-0508. The group of Idaho cities, counties, businesses, and non-profit organizations listed below support the U.S. Environmental Protection Agency's (EPA) decision to create a reliable, accurate and publically available greenhouse gas registry. Our organizations believe this to be a positive first step in understanding our national contributions to atmospheric greenhouse gas pollution. We look forward to working with EPA during the implementation of this rule to ensure it will inform the public of local, regional and national pollution sources.

Idaho does not house many facilities that meet the reporting requirements for this rule. However, agricultural activities account for much of our greenhouse gas pollution and we rely on regional fossil fuel sources for the majority of our electricity. Additionally, climate change affects all facets of Idaho's economy and way of life – agriculture, forestry, tourism and outdoor recreation such as hunting, fishing and skiing. More wildfires, hotter and drier summers, and less winter snowpack are increasingly likely in Idaho because of rapidly changing climactic conditions.

As Idahoans, we live close to the land and are among the first to see the impacts of climate change – from changing snowpack and river runoff to more frequent droughts and forest fires. Global warming is already affecting Idaho's landscapes and wildlife, and we are encouraged that the EPA is interested in creating a

reporting program that will both inform the public and any future policy decisions regarding the global climate crisis.

Thank you for your consideration of these comments.

Sincerely,

**AGENDA ITEM SUMMARY**

DATE: 5/19/09 DEPARTMENT: PW - Parks DEPT. HEAD SIGNATURE: 

**SUBJECT:** Approve Scope of Work for Ruscitto/Latham/Blanton for Rodeo Grounds Design Services and authorize the start of work

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

**BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:**

Ruscitto/Latham/Blanton was selected as the architect for the rodeo grounds design work at the council meeting on April 27. A subsequent meeting was held with the Parks & Lands Board to discuss the scope of work for a preliminary design. The attached document represents an acceptable scope of work summary.

**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:**

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FILE TH

May 8, 2009

Tom Hellen  
Public Works Director  
City of Hailey Public Works Department  
115 Main Street South, Suite H  
Hailey, ID 83333

RE: Fee Proposal, Phase I  
Hailey Rodeo Grounds

Dear Tom:

Attached please find our Fee Proposal and Scope of Work for Phase I of the Hailey Rodeo Grounds Project. The proposal is a "maximum not to exceed fee" for the scope of work outlined. The scope of work outlined in the proposal has been kept to a minimum.

Please review this proposal and let me know if you have any questions or comments on the proposal and scope of work.

Yours truly,



Nicholas Latham AIA

Encl.

**RUSCITTO/LATHAM/BLANTON**

**ARCHITECTURA P.A.**

May 8, 2009

**Hailey Rodeo Grounds  
Architectural Fee Proposal  
Phase I**

Ruscitto/Latham/Blanton Architectura P.A. proposes to provide Architectural and Planning Services for Phase I of the Hailey Rodeo Grounds. This proposal, as outlined below, is a "maximum not to exceed fee". The City of Hailey may elect to minimize this Fee Proposal by minimizing the Scope of Work.

<b>Scope of Work</b>	<b>Maximum Cost</b>
▪ Initial meetings and design Charrette	
- Sawtooth Rangers meeting (one meeting – Nick Latham, Michael Bulls)	\$ 200.00
- Hailey Ice meeting (one meeting – Nick Latham, Michael Bulls)	\$ 400.00
- Skateboard meeting (one meeting – Nick Latham, Michael Bulls)	\$ 200.00
- Design Charrette with Sawtooth Rangers, Hailey Ice, Skateboard Park and Parks Board representative. (one design Charrette – Nick Latham, Michael Bulls)	\$ 600.00
<b>Subtotal – Initial meetings/design Charrette:</b>	<b>\$ 1,400.00</b>
▪ Schematic Design Phase	
- Program finalization, ice rink and rodeo grounds schematic design; refrigeration schematics; restroom, Zamboni space and storage planning; research dirt/ice issues; site planning/site schematic design, parking and circulation design. Schematic design confirmation with Parks Board and City Staff.	\$ 4,800.00
<b>Subtotal – Schematic Design Phase:</b>	<b>\$ 4,800.00</b>
▪ Code Review Issues	
- Meeting with Hailey Fire Department	\$ 100.00
- Meeting with Hailey Building Department	\$ 100.00
- Code Review by Ruscitto/Latham/Blanton	\$ 320.00
<b>Subtotal – Code Review:</b>	<b>\$ 520.00</b>

**RUSCITTO/LATHAM/BLANTON**

**ARCHITECTURA P.A.**

▪ Final Plan Review	
- Meeting with Hailey Parks Board and City Staff	
- Parks Board meetings (June, July, August)	\$ 600.00
<hr/>	
Subtotal – Final Review:	\$ 600.00
▪ Renderings	
- Site plan rendering	\$ 2,000.00
- Architectural rendering (1) suitable for website, presentations, brochures.	\$ 2,000.00
<hr/>	
Subtotal – Renderings:	\$ 4,000.00
▪ Presentations	
- City of Hailey Council presentation (1)	\$ 400.00
- Presentation to appropriate groups (1)	\$ 200.00
<hr/>	
Subtotal – Presentations:	\$ 600.00
<b>Total Fee (not to exceed):</b>	<b>\$11,920.00</b>

The fee will be billed on a monthly basis reflecting the hours and proportion of work completed.

City of Hailey will be responsible for actual property boundaries and survey information if required to complete Phase I of the work.

Additional services beyond those outlined above will be charged at standard Ruscitto/Latham/Blanton rates after being authorized in writing by the City of Hailey.

## AGENDA ITEM SUMMARY

DATE: 06/08/09 DEPARTMENT: Public Works

DEPT. HEAD SIGNATURE: HD

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**SUBJECT:**

Approval of expenses in the amount of approximately \$20,000 from the Capital Improvement Plan for sidewalk renovation and redevelopment on the south side of Bullion Street between Main and River Streets, to include curb, gutter, sidewalks, street trees, irrigation system and ADA access to buildings

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**BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:**

The Hailey Planning and Engineering Departments have been crafting a Complete Streets Plan over the past several months, with the help of an ad hoc committee. The Plan is not yet complete, but will identify areas of town for different types of sidewalk development (historical areas, commercial areas, school transportation corridors, etc) and prioritize them. Sidewalk development required of developers or the city will be subject to this plan after it is completed by staff and the committee and then recommended to the council for adoption.

The Hailey Street Department has begun a systematic repair of sidewalks in Hailey, targeting dangerously damaged sidewalks. It has completed repairs of sidewalks in front of P.M. Brown Building and Zou 75. These repairs did not change the character of the sidewalk, and were paid for from street department operating funds.

The sidewalk on the south side of Bullion Street, between Main and River, has been identified next for repair. This, however, is not a simple repair. In keeping with the concepts of the emerging Complete Streets Plan, the sidewalk must be renovated and upgraded to fit the commercial core sidewalk scheme, involving curb, drainage, sidewalks with street trees and irrigation system, and proper ADA access to buildings. The renovation of the sidewalk east of the alley along North and Company's, has ADA access issues which need to be re-engineered and then reconstructed to better suit access and snow removal. The renovation of the sidewalk west of the alley along the former Bob's Sport and Pawn Shop, now a children's clothing store, will require street tree and irrigation system installation. The sidewalk is also a heavily used pedestrian thoroughfare from downtown to Hop Porter Park, and will be reconstructed to the corner of River and Bullion (despite the fact that it will be in front of a vacant lot). Future development of that lot will not require the sidewalk to be damaged, as construction equipment can access the sidewalk from the west, off River Street, where there is no sidewalk.

The demolition of the badly damaged sidewalk will be done by the Street Department crews following city council approval of the capital expense the week of June 8, 2009. Irrigation lines will be laid and tapped into the city's water main and drainage installed, and then a public works contractor will construct the new curb and sidewalk. Estimates from contractors are coming in at approximately \$15,000.

The sidewalk in question is in sore need of repair, and presents a danger to users of the sidewalk. Should the council choose not to authorize the capital expense, an alternative action would be to have the Street Department remove the damaged sidewalk, and replace it with graded road mix and gravel until such time as redevelopment of the property would require the developer to install sidewalk to city standards.

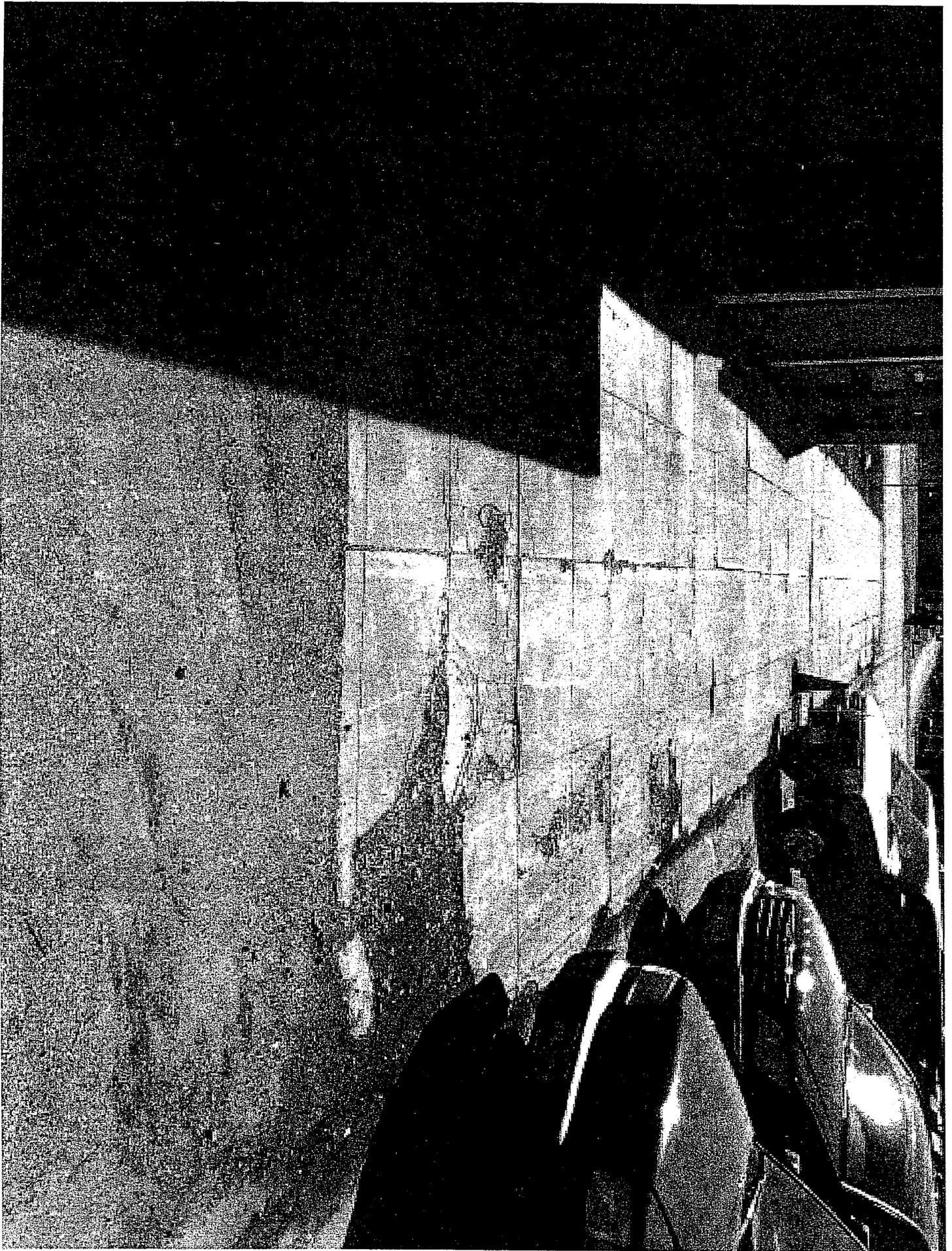
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**RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:**

Motion to authorize the expense of approximately \$20,000 from Hailey Capital Improvement Fund for complete renovation of the sidewalk on the west side of Bullion Street, between River and Main Streets.

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INC 75



**AGENDA ITEM SUMMARY**

DATE: 06-08-09

DEPARTMENT: Planning

DEPT. HEAD SIGNATURE: BR

**SUBJECT:** Motion to approve and authorize the Mayor to sign the Development Agreement with the State of Idaho regarding the rezone of the Armory

**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 was presented to the Council for approval on April 27, 2009. The agreement was reviewed and signed by the State of Idaho.

**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"/> _____            |
| <input type="checkbox"/> Engineer           | <input type="checkbox"/> Public Works, Parks | <input type="checkbox"/> _____            |
| <input type="checkbox"/> Fire Dept.         | <input type="checkbox"/> P & Z Commission    | <input type="checkbox"/> _____            |

**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)

RECEIVED

MAY 30 2009

MP

**DEVELOPMENT AGREEMENT**

THIS DEVELOPMENT AGREEMENT ("Agreement") is dated this \_\_\_ day of May, 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"** and 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) 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.

9) 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.

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

11) 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.

12) 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.

13) 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.

14) 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.

15) 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.

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

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

18) 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 May, 2009.

“CITY”

CITY OF HAILEY

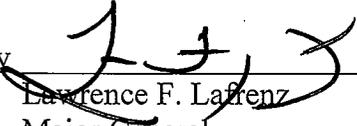
By: \_\_\_\_\_  
Richard L. Davis, Mayor

ATTEST:

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

“OWNERS”

MILITARY DIVISION, OFFICE OF THE  
GOVERNOR, STATE OF IDAHO

By:   
\_\_\_\_\_  
Lawrence F. Laffenz  
Major General  
The Adjutant General, Idaho

