

RESOLUTION NO. 2010-09

**A JOINT RESOLUTION OF
CITY OF BELLEVUE, IDAHO
CITY OF HAILEY, IDAHO, and
WOOD RIVER FIRE PROTECTION DISTRICT**

A JOINT RESOLUTION OF THE CITY OF BELLEVUE, THE CITY OF HAILEY, AND THE WOOD RIVER FIRE PROTECTION DISTRICT AUTHORIZING A CONTRACT WITH EMERGENCY SERVICES CONSULTING, INTERNATIONAL, FOR AN EVALUATION OF FIRE AND EMERGENCY MEDICAL SERVICE COSTS, METHODS AND DELIVERY.

WHEREAS, it is the responsibility of the elected officials to set policy that reflects the best interest of the citizens of their respective jurisdictions;

WHEREAS, the Cities of Bellevue and Hailey and the Wood River Fire Protection District ("Participating Entities") have agreed to evaluate the opportunities for service efficiencies and possible consolidation costs and opportunities;

WHEREAS, the Participating Entities have worked together to develop a Request for Proposal for those services, which was publicly disseminated and advertised;

WHEREAS, a Joint Fire Summit Steering Committee (Steering Committee) and Fire Chiefs of the Participating Entities have participated in cooperation with their governing bodies in the review of those five responding applicants, narrowing the field to two providers;

WHEREAS, the Steering Committee and Fire Chiefs of the Participating Entities have participated in day long interviews with those two companies, including developing interview questions, checking references and identifying selection criteria;

WHEREAS, the Steering Committee has recommended that Emergency Services Consulting, International. (ESCI) would provide the best product and process for the study;

WHEREAS, the Participating Entities have agreed to a funding model whereby the City of Hailey and Wood River Fire Protection District will each contribute 50% of the cost of the study, and the City of Bellevue will provide administrative coordination;

WHEREAS, the consulting services will be monitored by the Steering Committee, assisted by the Fire Chiefs of the Participating Entities, and other community

representatives as determined necessary by the Steering Committee; including the review of all service deliverables, invoices for services and communication with the Participating Entities; and

WHEREAS, by entering into this study, the Participating Entities, will gather information as described in the Scope of Work attached, and incur no obligation to any particular recommendation of the study;

NOW, THEREFORE, BE IT RESOLVED by the Common Council of City of Bellevue, Idaho, the City Council of the City of Hailey, Idaho, and the Commissioners of the Wood River Fire Protection District, Idaho, that each jurisdiction execute the attached Personal Services Agreement with Emergency Services Consulting, International.

ADOPTED AND EXECUTED on or before the 15th day of July, 2010.

CITY OF BELLEVUE

CITY OF HAILEY

_____, Mayor

Richard L. Davis, Mayor

ATTEST:

ATTEST:

Dee Barton, City Clerk

Mary Cone, City Clerk

WOOD RIVER FIRE PROTECTION DISTRICT



PERSONAL SERVICES AGREEMENT

This Personal Services Agreement ("Agreement") is made this _____ day of _____, 2010, by and between the Cities of Hailey and Bellevue and Wood River Fire Protection District ("**Participating Entities**") and Emergency Services Consulting International doing business as an Oregon corporation in Wilsonville, Oregon ("**ESCI**").

WITNESSETH:

1. For and in consideration of the payments, agreements, and the scope of work herein attached as **Attachment A** to be made and performed, the *Participating Entities* and *ESCI* hereby agree to commence and complete the consultation, to provide the work described, and comply with the terms of this Agreement to conduct a Fire and Emergency Medical Services Study.
2. *ESCI* will furnish labor, materials, and other services necessary to conduct the analysis for *Participating Entities*, and *Participating Entities* shall provide to *ESCI* the information, data, and assistance required as specified in the attachment.
3. The *City of Hailey and the Wood River Fire Protection District* shall pay *ESCI* a sum not to exceed Forty Seven Thousand Nine Hundred Thirty Nine Dollars (\$47,939), which sum shall be shared equally by the City of Hailey and the Wood River Fire Protection District and which sum shall include all expenses and costs associated with this Agreement. Expenses and costs are anticipated to include travel, lodging, meals, postage, and copying.
4. *ESCI* shall bill the City of Hailey and Wood River Fire Protection District each for one-half of the sum identified above according to the following:
 - A. 10% payment due upon signing Agreement (5% by the City of Hailey and 5% by the Wood River Fire Protection District).
 - B. Monthly invoicing shall be based on the percent completion of the project
 - C. Payment shall be made within 30 days of receipt of invoice

The *Participating Entities* shall each be severally liable for only one-half of the consideration to be paid to *ESCI*. The City of Bellevue shall conduct all administrative service required under this Agreement. Tom Blanchard, Bellevue City Administrator, shall be the contact person for the *Participating Entities*. The monthly invoice billings to the City of Hailey shall be mailed or delivered to Heather Dawson, City Administrator, 115 Main Street So, Suite H, Hailey, Idaho 83333. The monthly invoice billings to the Wood River Fire Protection District shall be mailed or delivered to James Frehling, Commissioner, 117 East Walnut Street, Hailey, Idaho 83333.

5. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
6. The laws of the State of Idaho shall govern this Agreement.
7. *ESCI* shall comply with all federal, state, and local laws applicable to the work under this Agreement.



8. Termination. This Agreement may be terminated if all the *Participating Entities* consent and 30 days advance written notice is provided to *ESCI*, in which event *ESCI* shall be compensated for work performed to the date of such termination.
9. Amendment. This Agreement may be amended by mutual written agreement of all parties.
10. Independent Contractor. *ESCI* is engaged as an independent contractor and will be responsible for any federal or state taxes applicable to the payments under this Agreement. *ESCI* is not currently employed by the *Participating Entities* and will not be under the direct control of the *Participating Entities*. Because *ESCI* is an independent contractor, the *Participating Entities* will not be liable for any tax withholding, social security payments, state workers' compensation insurance, unemployment insurance, retirement system payments, or other similar expenses normally payable on behalf of employees of the *Participating Entities*.
11. Indemnification. *ESCI* agrees to indemnify, defend, and hold harmless the *Participating Entities* and its officers, agents and employees, from and against any and all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or in connection with the acts and/or any performances or activities of *ESCI*, *ESCI's* agents, employees, or representatives under this Agreement.
12. Attorney Fees. If suit, action, or arbitration is brought either directly or indirectly to enforce the terms of this Agreement or for damages arising out of this Agreement, the prevailing party shall recover, and the losing party hereby agrees to pay, reasonable attorney's fees incurred in such proceeding, in the trial and appellate courts, as well as costs and disbursements as ordered by a court of competent jurisdiction.
13. This Agreement is an integrated writing, executed by the parties after negotiation and discussions of all material provisions. None of the parties to this Agreement have relied upon inducements, concessions, or representations of fact, except as set forth in this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, the Personal Services Agreement in two (2) copies, each of which shall be deemed an original, on the first date written above.

City of Hailey

By: _____ Date: _____
Richard L. Davis, Mayor

Attest:

Mary Cone, City Clerk



City of Bellevue

By: _____ Date: _____
_____, Mayor

Attest:

Dee Barton, City Clerk

Wood River Fire Protection District

By: _____ Date: _____
James Frehling, Chairman

Emergency Services Consulting International

By: _____ Title: _____ Date: _____
Signature



**Scope of Work – Fire and Emergency Medical Services Study
City of Hailey, City of Bellevue, and Wood River Fire & Rescue, Idaho**

Phase I: Project Initiation

Task 1-A: Project Initiation and Development of Work Plan

ESCI will converse with the management teams or their project liaisons of the organizations involved in the study to gain a comprehensive understanding of the communities' backgrounds, goals, and expectations for the project. ESCI's project manager will develop and refine a proposed work plan that will guide the project team. This work plan will be developed identifying:

- Primary tasks to be performed
- Person(s) responsible for each task
- Time table for each objective to be completed
- Method of evaluating results
- Resources to be utilized
- Possible obstacles or problem areas associated with the accomplishment of each task

This meeting will also help to establish working relationships, make logistical arrangements, determine an appropriate line of communications, and finalize contractual arrangements.

Task 1-B: Acquisition and Review of Background Information

ESCI will request pertinent information and data from each organization's assigned project liaison. This data will be used extensively in the analysis and development of the report document. The documents and information relevant to this project will include but not be limited to the following:

- Past or current emergency service studies or research
- Community Comprehensive Plan documents, including current and future land use information
- Local census and demographics data
- Zoning maps and zoning codes
- Financial data, including debt information, long-range financial plans, and projections
- Department administrative policies and procedures
- Standard Operating Guidelines (SOGs) and service delivery practices
- Current service delivery objectives and targets for each community
- Facilities and apparatus inventories
- Local collective bargaining agreements, if applicable
- Automatic and mutual aid agreements
- Records management data, including National Fire Incident Reporting System (NFIRS) incident data



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- Computer-Aided Dispatch (CAD) incident records
 - Local Geographic Information Systems (GIS) data, where available

Task 1-C: Primary Fieldwork and Stakeholder Input

The ESCI project team will conduct site visits in each community and department for the purpose of conducting interviews with and gathering information from key personnel, including:

- Elected or appointed officials
- Fire department managers and other key staff
- Finance function managers
- Community planning staff
- Human resource function coordinators
- Employee and volunteer groups
- Others as they may contribute to this project

The project team will interview key stakeholders of any organization associated with this study. At a minimum, members of the project team will interview appropriate community officials, fire department officials, volunteer association leaders, labor organization representatives, and others that the project team deems necessary. From these interviews, ESCI will obtain additional perspective on operational, economic, and policy issues facing the agency. In addition, the project team will learn more about availability of data necessary to meet projected goals.

In addition, ESCI will conduct a bi-weekly progress report with the fire chiefs of each community and collectively meet (via WebEx) with the agency representatives approximately 90 days after initiation of the project to review initial findings.

Phase II: Baseline Agency Evaluations

The initial phases of the study focus on a baseline assessment of the current organizational conditions of each agency and current service performance of the departments and the study area as a whole. ESCI will conduct an organizational review of these departments based on the elements included in the following tasks. The purpose of this evaluation is to assess the agencies' operations in comparison to industry standards and best practices, as well as to create a benchmark against which the options for future service delivery can be measured.

Task 2-A: Organization Overview

An overview of each organization and community will be developed discussing:

- Service area population and demographics
- History, formation, and general description of the fire agency
- Description of the current service delivery infrastructure
- Governance and lines of authority
- Foundational policy documents
- Organizational design



- Operating budget, funding, fees, taxation, and financial resources

Task 2-B: Management Components

The organizations' basic management processes will be reviewed, including:

- Mission, vision, strategic planning, goals, and objectives
- Availability of standard operating guidelines, rules and regulations and policies
- Internal and external communications processes
- Identification of critical issues and future challenges
- Decision making process
- Document control and security
- Reporting and recordkeeping
- Financial controls

Task 2-C: Organizational Planning Processes

The planning process of each organization shall be identified and reviewed. Key components include:

- Organization and implementation of planning efforts
- Adequacy of the current planning process
- Operational planning within the organization
- Master planning within the organization
- Future planning needs

Task 2-D: Personnel Management

The organizations' personnel management and human resource systems will be reviewed, focusing on:

- Policies, rules, regulations, manuals, and handbooks
- Reports and recordkeeping
- Compensation and benefits
- Labor-management relationships and issues
- Certifications and licensing
- Disciplinary process
- Counseling services
- Application and recruitment processes
- Testing, measuring, and promotion processes
- Health and wellness programs

Task 2-E: Staffing

ESCI will review the departments' staffing levels. Tasks to be completed include:

- Administration and support staffing levels
- Operational staffing levels for fire and EMS response
- Utilization of career and volunteer companies (if applicable)
- Responsibilities and activity levels of personnel
- Agency cultural diversity



Task 2-F: Capital Assets and Capital Improvement Programs

ESCI will review the status of current major capital assets (facilities and apparatus) and analyze needs relative to the existing condition of those assets. Methods of financing capital needs will also be reviewed. The observations will include:

Facilities – Tour and make observations in areas related to station efficiency and functionality. Items to be contained in the report include:

- Design
- Construction
- Safety
- Environmental issues
- Location
- Code compliance
- Staff facilities
- Efficiency
- Future needs and viability
- Volunteer access viability

Apparatus/Vehicles/Equipment - Review and make observations and recommendations regarding condition and inventory of apparatus. Items to be reviewed include:

- Age, condition, and serviceability
- Distribution and deployment
- Maintenance
- Regulations compliance
- Future needs
- Support and personal protection equipment

Capital Improvement Planning

- Existing capital replacement planning will be reviewed and evaluated

Task 2-G: Service Delivery and Performance

ESCI will review and make observations in areas specifically involved in or affecting service levels and performance. Areas to be reviewed shall include:

- Demand Study –
 - Analysis and geographic display of current service demand by incident type and temporal variation
- Distribution Study –
 - Overview of the current facility and apparatus deployment strategy, analyzed through Geographical Information Systems software, with identification of service gaps and redundancies
- Concentration Study –
 - Analysis of response time to achieve full effective response force
 - Analysis of company and staff distribution as related to effective response force assembly
- Performance Summary –
 - Analysis of actual system reflex time performance, analyzed by individual components (to the extent data is available)
- Incident control and management
- Water supply



- Mutual and automatic aid systems

Task 2-H: Emergency Medical Services Support and System Oversight

Evaluate the current Emergency Medical Services support and oversight mechanisms including:

- Current medical control and oversight
- Quality assurance/quality improvement mechanisms in place
- System integrity in regards to required credentialing

Task 2-I: Training Program

The ESCI project team will review and make observations in critical areas involving training functions and support. Items to be reviewed include:

- General training competencies
- Training program administration
- Training schedule
- Training facilities
- Training program goals and objectives
- Training procedures and manuals
- Recordkeeping
- Clerical support
- Methodology used for training
- Department operations and performance
- Administrative priority toward training
- Personnel to be trained

Task 2-J: Fire Prevention/Public Education Program

ESCI will review the departments' efforts toward fire prevention and public education programs. Elements to be evaluated include:

- Code enforcement activities
- New construction inspection and involvement
- General inspection program
- Fire and Life-Safety public education programs
- Fire investigations
- Data collection and analysis

Interim Deliverable: Agency Evaluation Report Draft

ESCI will develop one printed draft copy for each agency (plus an electronic version) of the Agency Evaluation section of the report to evaluate. Client feedback is a critical part of this project and adequate opportunity will be provided for review and discussion of the agency evaluation draft prior to the beginning of Phase III. The draft report will include:

- Detailed narrative analysis of each report component structured in easy-to-read sections and accompanied by explanatory support to encourage understanding by both staff and civilian readers.
- Clearly designated recommendations highlighted for easy reference and cataloged as necessary in a report appendix.
- Supportive charts, graphs, and diagrams, where appropriate.
- Supportive maps, utilizing Geographical Information Systems analysis as necessary.

Phase III: Future System Demand Projections

The project moves forward with an assessment of the future community conditions, service demand, and fire protection risks that these organizations can be expected to serve. ESCI will conduct an analysis of community growth projections and interpret their impact on emergency service planning and delivery.

Task 3-A: Population Growth Projections

An interpretation of available census and community development data will be provided indicating:

- Population history
- Census-based population growth projections
- Community planning-based population growth projections

Task 3-B: Service Demand Projections

Population growth projections, along with historical and forecast incident rates, will be utilized to develop projections for future service demand.

Task 3-C: Community Risk Analysis

Land use and zoning classifications will be used, along with specific target hazard information, to analyze and classify community fire protection risk by geography. This process will be completed with GIS software for the study area as a whole and will consider:

- Population and population density
- Demographics
- Community land use regulations
- Occupancy types by land use designation
- Hazardous substances and processes

Phase IV: Future Delivery System Models

The project concludes with strategies intended to place these organizations in a position to successfully serve their future demand and risk. ESCI will develop and analyze various operational models for providing emergency services with the specific intent of identifying those options that can deliver the desired levels of service identified in the previous task at the most efficient cost. Recommendations will be provided identifying the best long-range strategy for service delivery and the impact of initiating such a strategy. Additionally, short and mid-term strategies will be recommended for service delivery improvement or increased efficiency.

Task 4-A: Development of Response Standards and Targets

An appropriate set of response performance goals will be developed for the study area, matching the nature and type of risks identified in the previous report sections. The performance goals shall be developed with consideration to:

- Incident-specific staffing levels to meet the critical tasking analysis for the identified risks

- Apparatus assignments to accommodate the anticipated fire flows and other critical functions of the identified risks
- Time standards that will provide for effective initiation of critical tasks and functions

These performance goals will be developed for application to the entire study area, with consideration given to varying levels of risk, density of population, and service demand. Where appropriate, service delivery planning zones will be developed to allow for the application of urban, suburban, rural, or wilderness levels of service performance goals. ESCI's project team will work directly with the project liaisons to achieve consensus on the performance goals.

Task 4-B: Recommended Long-Term Strategy

ESCI will develop a recommended long-range option for resource deployment that will improve the region's level of service towards the identified performance objectives and targets. This may include but is not necessarily limited to specific options regarding:

- Relocation of existing facilities
- General locations of future necessary fire stations
- Selection and deployment of apparatus by type
- Deployment of operations personnel
- Future administrative and support personnel
- Deployment of special units or resources
- Additional infrastructure or facilities for administration and support programs
- Options for emergency medical services delivery

ESCI will evaluate and present in graphical and descriptive format for the deployment option(s):

- Degree of benefit to be gained through its implementation
- Extent to which it achieves established performance goals
- Potential negative consequences

Task 4-C: Short and Mid-Term Strategies

Recommendations for improving service delivery and system efficiency prior to any full implementation of the long-term strategy will be provided in areas such as:

- Agency management and organization
- Staffing and personnel deployment
- Service delivery methods
- Training programs
- Prevention programs
- Enhanced cooperative service among communities or agencies
- System funding and cost recovery
- Others

Phase V: Future Opportunities for Cooperative Efforts

ESCI will use the completed evaluation of each agency and the assessment of future emergency services infrastructure needs to identify opportunities and feasibility for cooperative efforts. The ESCI project team will identify areas of duplication that can be reduced through

consolidation efforts, as well as potential service improvements that can be accomplished. Experience has shown that this frequently becomes the overriding influence for public fire service consolidation efforts.

Items in this section of the report include the areas listed below. The detailed information provides department heads and elected officials with the information necessary to make important decisions regarding emergency services consolidation. Included are:

Task 5-A: General Partnering Strategies

The various partnering strategies are described, beginning with a do-nothing approach and ending with complete consolidation of the agencies into a new emergency service provider. The following alternatives will be evaluated and discussed:

- Complete autonomy
- Advanced auto aid systems
- Functional consolidation
- Operational consolidation
- Legal unification or merger

Task 5-B: Options for Shared Services

The study takes into account the many shared issues that face each agency and how such matters affect the effort to construct a regional model for efficient service. These issues are identified and analyzed. Within each presented option for shared services, ESCI will evaluate and discuss the following:

- Level of cooperation
- Estimated timeline for completion
- Affected section, i.e. Administration, Operations, Support Services
- Affected stakeholders
- Objective of strategy
- Summary of strategy
- Guidance
- Fiscal considerations
- Social/cultural considerations
- Policy actions

Task 5-C: Fiscal Analysis

ESCI uses computer-driven model budgets for each agency to allow a comparative examination of the actual public costs for each fire agency, and as a tool for analyzing the financial effects of any type of consolidation or cooperative effort. Budget modeling is also used to measure the effects of the proposed change(s). Funding mechanisms are identified and comprehensive financial outcomes are provided for each consolidation strategy offered.

- Review and analyze department budgets and revenues
- Develop projected consolidated budget extending to a minimum of five years
- Identify financial issues of consolidation

- Identify impact on dispatch fee structure
- FLSA impact of career personnel currently volunteering for other agencies and fiscal result of potential changes
- Identify areas of short and long-term savings and costs

Fiscal analysis is an important component of the emergency services evaluation. Long-term survival of an emergency services system requires that the system be adequately funded. ESCI determines the fiscal state of each agency, and develops recommendations on improving the financial resources available for emergency services. All recommendations are consistent with the municipalities' financial capability to provide adequate, cost effective services to citizens. In addition, budgeting practices are thoroughly examined, and alternate methodologies may be suggested.

In addition to the fiscal state evaluation of each agency, ESCI will present an evaluation of various funding alternatives to assist the region in the sharing of the cost of providing any consolidated or merged emergency services. Presented alternatives will include but not necessarily be limited to the following:

- Funding based on:
 - Redirected funds
 - Charitable foundations
 - Mill levy
- Cost allocation based on:
 - Area
 - Assessed value
 - Deployment
 - Service demand
 - Fixed rate
 - Population
 - Multiple variables

Task 5-D: Findings, Recommendations, and Plan of Implementation

Any cooperative venture among the agencies presents the organizational leaders with a series of challenges. Successful implementation of this proposal will require that significant matters be addressed regardless of which form of consolidation is chosen. Those issues will be identified here.

- Findings
 - Feasibility of each option will be presented
- Preferred Option
 - The preferred option or options will be presented and discussed at length
- Policy Action
 - Necessary policy action by the elected bodies will be described
- Timelines
 - The recommendations outlined in this section provide general completion

timelines offered to guide the agencies in developing a more detailed listing during the formal planning process

- Process Issues
 - Strategic planning, legal considerations, management and governance, funding and other issues will be provided in detail
 - Impact on extraterritorial service contracts

Interim Deliverable: Opportunities for Cooperative Efforts Draft Report

ESCI will develop and produce one printed draft copy for each organization (plus an electronic version) of the “Opportunities for Cooperative Efforts” section of the report for review by the project committee to discuss recommendations and revisions. An adequate opportunity will be provided for review and discussion of the draft feasibility report prior to completion of the full final written report.

Phase VI: Development, Review, and Delivery of Final Project Report

Task 6-A: Delivery and Presentation of Final Project Report

ESCI will complete any necessary revisions of the draft and produce five publication-quality bound, final versions of the written report for each organization, along with an electronic version in pdf file format.

A formal presentation of the project report will be made by ESCI project team member(s) to a joint meeting of the community leaders and/or organizations included in this study. The presentation will include the following:

- A summary of the nature of the report, the methods of analysis, the primary findings, and critical recommendations
- Supportive audio-visual presentation
- Review and explanation of primary supportive charts, graphs, diagrams, and maps, where appropriate
- Opportunity for questions and answers, as needed
- All presentation materials, files, graphics, and written material will be provided to the client at the conclusion of the presentation(s)

AGENDA ITEM SUMMARY

DATE: 7/12/2010

DEPARTMENT: Legal

DEPT. HEAD SIGNATURE: _____

SUBJECT:

Resolution authorizing AIP Grant No. 35

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

I just received the attached letter from the FMAA attorney and a proposed resolution authorizing an AIP grant application for \$999,298. The grant would be used to procure a snow removal truck with a rotary plow, and perform pavement rehabilitation and pavement marking.

Ned

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to approve the attached resolution and authorize the mayor to sign.

FOLLOW-UP REMARKS:

July 8, 2010

Ned C. Williamson, Esq.
Hailey City Attorney
115 Second Avenue South
Hailey, ID 83333

Re: Friedman Memorial Airport/Grant of Federal Funds (AIP 35)

Dear Ned:

The Friedman Memorial Airport Authority, through its sponsors Blaine County and the City of Hailey, has applied for a federal grant. The grant for AIP 35 is in the amount of \$999,298.00. The grant is to be used for procurement of a snow removal truck with rotary plow and airport pavement rehabilitation and pavement marking.

As you know, in order for the Authority to receive the federal funds, the City of Hailey must execute a resolution authorizing the Application, adopting and ratifying the representations and assurances contained in the Application and authorizing the Mayor to execute the grant. To that end, I have enclosed a proposed Resolution authorizing Rick and Mary to execute the necessary documentation on behalf of the City.

If the proposed Resolution authorizing receipt of the grant meets with your approval, I would appreciate it if you would present it to the City Council for its consideration as soon as possible. If the Council approves the Resolution, please send me an executed copy for transmittal to the FAA.

If you have any questions or if I can provide any further information, please do not hesitate to contact me at your earliest convenience. Thank you for your assistance.

Sincerely,

LUBOVISKI, WYGLE, FALLOWFIELD & RITZAU, P.A.

Barry J. Luboviski

BJL/le
Enclosure
cc: Friedman Memorial Airport Authority

CITY OF HAILEY RESOLUTION NO. 2010-10
BEFORE THE CITY COUNCIL OF HAILEY, IDAHO

A RESOLUTION OF THE CITY OF HAILEY, AS CO-SPONSOR OF THE FRIEDMAN MEMORIAL AIRPORT, AUTHORIZING THE EXECUTION OF THE APPLICATION FOR FEDERAL ASSISTANCE DATED FEBRUARY 17, 2010, AND THE STANDARD DOT TITLE VI ASSURANCES DATED FEBRUARY 17, 2010, AND ADOPTING AND RATIFYING THE REPRESENTATIONS AND ASSURANCES CONTAINED THEREIN, AND FURTHER AUTHORIZING THE MAYOR OF THE CITY OF HAILEY TO RATIFY, ACCEPT AND EXECUTE THE GRANT OF FEDERAL FUNDS FOR A PROJECT AT, OR ASSOCIATED WITH, THE FRIEDMAN MEMORIAL AIRPORT (AIP-35).

WHEREAS, the City of Hailey, along with the County of Blaine, Idaho, as Sponsors of the Friedman Memorial Airport, have submitted a Project Application dated February 17, 2010 to the Federal Aviation Administration, U.S. Department of Transportation, for a grant of Federal funds for a project at, or associated with, the Friedman Memorial Airport, which Project Application has been approved by the FAA. Such project consists of procurement of a snow removal truck with rotary plow and airport pavement rehabilitation and pavement marking.

WHEREAS, the City Council hereby authorizes the execution of the Application for Federal Assistance dated February 17, 2010, and Standard DOT Title VI Assurances dated February 17, 2010, on its behalf, as Co-Sponsor of the Friedman Memorial Airport, along with Blaine County, Idaho, by Richard R. Baird, Airport Manager.

WHEREAS, the City Council hereby adopts and ratifies the representations and assurances contained in the Application for Federal Assistance, and the Standard DOT Title VI Assurances, both dated February 10, 2010.

WHEREAS, the City Council hereby authorizes the Mayor to ratify, accept and execute said Grant of Federal funds for the above-stated project, and as Co-Sponsor, further adopts and ratifies any terms and conditions of such Grant.

ADOPTED AND APPROVED this _____ day of _____, 2010.

By _____
The Honorable Rick Davis
Mayor, City of Hailey

ATTEST:

Mary Cone
City Clerk

RESOLUTION NO. _____ / Page 2

AGENDA ITEM SUMMARY

DATE: 7/12/2010

DEPARTMENT: Legal

DEPT. HEAD SIGNATURE: _____

SUBJECT:

Summary of Hailey Ordinance No. 1062 (Zoning Ordinance amendments to design review article)

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

I am enclosing a proposed summary of Hailey Ordinance No. 1062, which requires approval by the City Council.

Ned

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to approve the summary of Hailey Ordinance No. 1062.

FOLLOW-UP REMARKS:

SUMMARY OF HAILEY ORDINANCE NO. 1062

The following is a summary of the principal provisions of Ordinance No. 1062 of the City of Hailey, Idaho, duly passed and adopted July 12, 2010, by the City Council and Mayor of the City of Hailey:

AN ORDINANCE OF THE CITY OF HAILEY, IDAHO, AMENDING HAILEY'S ZONING ORDINANCE, ORDINANCE NO. 532, BY AMENDING ARTICLE 6A, DESIGN REVIEW, TO CLARIFY AND REORGANIZE DESIGN REVIEW REQUIREMENTS AND TO ALLOW SIDEWALKS TO BE CONSTRUCTED IN AN ALTERNATIVE LOCATION; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE; AND PROVIDING FOR THE EFFECTIVE DATE OF THIS ORDINANCE UPON PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW.

Hailey Ordinance No. 1062 amends Hailey Zoning Ordinance No. 532, as follows:

Section 1 amends Section 6A.1 of Hailey Zoning Ordinance No. 532 to clarify when design review is required for a remodel or alteration of the exterior of a building and for a historic structure and when design review is exempted for murals, public art, non-emergency temporary structures and for projects which qualify for administrative review.

Section 2 deletes Section 6A.2 of Hailey Zoning Ordinance No. 532 in its entirety.

Section 3 amends Section 6A.3 of Hailey Zoning Ordinance No. 532 to renumber to Section 6A.2, to clarify the procedure of administrative review of design review applications which have no substantial impact on adjacent properties or on the community at large, which are emergency projects or which involve minor modifications to design review approvals, and to clarify the procedure of design review exemptions for minor projects.

Section 4 amends Section 6A.4 of Hailey Zoning Ordinance No. 532 to renumber to Section 6A.3 and to replace "ordinance" with "article."

Section 5 amends Section 6A.5 of Hailey Zoning Ordinance No. 532 to renumber to Section 6A.4 and to replace "ordinance" with "article."

Section 6 amends Section 6A.6 of Hailey Zoning Ordinance No. 532 to renumber to Section 6A.5, to clarify the requirements of a design review application and to delete the requirement that design review fees are established by ordinance.

Section 7 amends Section 6A.7 of Hailey Zoning Ordinance No. 532 to renumber to Section 6A.6, to delete conformity with the comprehensive plan as a criteria for design review approval, and to add provisions for conditions and security for design review approval.

Section 8 amends Section 6A.7.1 of Hailey Zoning Ordinance No. 532 to renumber to Section 6A.7 and to clarify standards for sidewalks and drainage improvements required for design review approval.

Section 9 deletes Section 6A.7.2 of Hailey Zoning Ordinance No. 532 in its entirety and is replaced with Section 6A.8 which reorganizes and clarifies general design review guidelines for non-residential, multi-family or mixed use buildings, specific design review guidelines for non-residential buildings in Business (B), Limited Business (LB) and Transitional (TN) zoning districts, specific design review guidelines for non-residential buildings in Light Industrial (LI), Service Commercial Industrial (SCI), Technological Industry (TI) and Airport (A) zoning districts, and specific design review guidelines for multi-family buildings.

Section 10 amends Section 6A.7.2.4 of Hailey Zoning Ordinance No. 532 to renumber to Section 6A.9.

Section 11 deletes Section 6A.8 of Hailey Zoning Ordinance No. 532 in its entirety.

Section 12 deletes Section 6A.9 of Hailey Zoning Ordinance No. 532 in its entirety.

Section 13 provides for a severability clause.

Section 14 provides for a repealer clause.

Section 15 provides for an effective date of the ordinance.

The full text of Ordinance No. 1062 is available at Hailey City Hall at 115 South Main Street, Suite H, Hailey, Idaho 83333 and will be provided to any citizen upon request during regular business hours.

CERTIFICATION OF CITY ATTORNEY

I, the undersigned Attorney at Law, as attorney for the City of Hailey, Idaho, hereby certify that I have read the foregoing summary of Ordinance No. 1062 of the City of Hailey, that I have compared it to the full text of Ordinance No. 1062, and that in my opinion, the above summary is true and complete and provides adequate notice to the public of the contents of said Ordinance.

Dated this 12th day of July, 2010.

Ned Williamson, Hailey City Attorney

Publish: Idaho Mountain Express, July 14, 2010

Tom Hellen

From: Roxanne Brown [RBrown@spfwater.com]
Sent: Wednesday, July 07, 2010 4:21 PM
To: Tom Hellen
Subject: miscellaneous water right contract
Attachments: Rollup (1-7-2010).pdf

Tom,

I started to put together a memo summarizing our efforts under this contract when I ran across the attached. It seems we discussed this in January; I apologize for not following up at the time! Since January, we have continued to work with Pat Brown on the Indian Creek and cemetery subcases and work toward settlement in the SRBA.

We are currently slightly over the original budget and would like to request an extension of the contract. Remaining work includes:

1. Support for the City and Pat Brown in completing the adjudication of the City's water rights;
2. Monitoring the progress of the licensing of water right 37-8837 for the Northridge wells;
3. Monitoring the progress of the transfer for Wood River Middle School;
4. Other tasks as needed, including a possible review of Woodside and Northridge "abandoned" water rights to be claimed by the City.

Please let me know if you need a more formal contract/proposal.

Thank you!

Roxanne Brown

SPF Water Engineering LLC
300 E. Mallard Dr., Suite 350
Boise ID 83706
(208) 383-4140
rbrown@spfwater.com



City of Hailey Contract Rollup

Miscellaneous Water Rights Tasks

January 7, 2010

Scope of Work

1. Preparation of applications for water right transfer, applications for permit, or applications for permit amendment,
2. Conducting licensing examinations,
3. Negotiating water right acquisitions for the City,
4. Providing information concerning the City's water right portfolio and water right administration, and
5. Negotiating water right and water use agreements with others who are seeking annexation to the City.

Work Completed to Date

1. SPF has prepared and submitted *Application for Transfer of Water Right #76168* to move water right 37-20831 from a location near the airport to the Wood River Middle School for irrigation of the athletic field from an existing well.
2. We analyzed the City's water right applications for groundwater recharge use (37-22399, 37-22400), including a review of IDWR rules and policy and previous successful applications for recharge filed by others. (It recently came to our attention that IDWR has since voided the applications.)
3. SPF has conducted a site visit field examination of the Northridge wells and nearly completed the *Beneficial Use Field Report* required by IDWR prior to licensing water right 37-8837. The field report will be submitted in January 2010.
4. We worked with City staff, attorneys and other consultants to analyze and understand the water rights issues surrounding the proposed annexation of Quigley Canyon.
5. We met with the Director of the Department of Water Resources to discuss recharge and possible recharge "credits" for the City.
6. SPF coordinated with Pat Brown in resolving objections filed in the Snake River Basin adjudication (SRBA) to the cemetery water right (37-22019). Issues surrounding the water right have been resolved and we anticipate a Partial Decree will be issued in 2010.
7. We reviewed the agreement between the Indian Creek Ranch Owners and the City of Hailey and provided support to City staff and attorneys to resolve objections in the SRBA.

Billed to Date

- Original contract not to exceed \$10,000.00.
- SPF has billed the City of Hailey \$9,457.55 to date for miscellaneous water rights work.

