

AGENDA ITEM SUMMARY

DATE: 07/22/2008 DEPARTMENT: Clerk's Office DEPT. HEAD SIGNATURE: _____

SUBJECT:

Alcohol Beverage License Renewals

AUTHORITY: ID Code _____ IAR _____ City Ordinance/Code 5.04, 5.08, 5.12
(IF APPLICABLE)

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: (IF APPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Approve the following alcohol beverage license renewals, which have been approved by the Hailey Police Department:

Hailey Hotel	Atkinson's	daVinci's	KB's
Bandida's	Wood River Wine Guys	Wicked Spud	CK's
A Taste of Thai	Albertsons	Albertsons Express	Chapala
Osaka Sushi	Shorty's		

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

RECEIVED

JUL 14 2008

APPLICATION FOR:

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

APPLICATION IS:

New License	<input type="checkbox"/>
Renewal	<input checked="" type="checkbox"/>
Transfer	<input type="checkbox"/>

TOTAL DUE: 962.50

Applicant Name: HAILEY HOTEL LLC

Business Name: HAILEY HOTEL BAR AND GRILL

Business Physical Address: 201 S. MAIN STREET

Business Mailing Address: HAILEY, ID 83333

Business Phone Number: 208-788-3140

Property Owner (if different from applicant): _____

(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

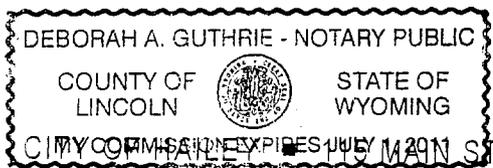
4/30/08
Date

Subscribed and sworn to before me this 2 day of July, 2008

[Signature]
Notary Public OR City Clerk

Residing at: Etna, WY
My Commission Expires July 1, 2011

<i>Official Use Only</i>	
State License No.	_____
County License No.	_____
City License No.	_____
Date Approved by Council	_____
<u>[Signature]</u>	_____
Chief of Police	



CITY OF HAILEY, IDAHO ■ 201 S. MAIN ST., SUITE H ■ HAILEY, IDAHO 83333 ■ 788-4221



ALCOHOL BEVERAGE LICENSE APPLICATION

RECEIVED

JUL 08 2008

APPLICATION FOR:

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

APPLICATION IS:

New License	<input type="checkbox"/>
Renewal	<input checked="" type="checkbox"/>
Transfer	<input type="checkbox"/>

TOTAL DUE: 650.00

Applicant Name: Charles R. Atkinson

Business Name: Atkinsons' Market

Business Physical Address: 93 E Croy Hailey ID

Business Mailing Address: PO Box 2088 Ketchum ID 83340

Business Phone Number: 788-2294

Property Owner (if different from applicant): Aituras Partners

(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).

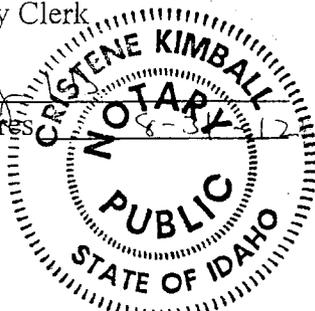
Charles R. Atkinson
Applicant Signature

7/7/2008
Date

Subscribed and sworn to before me this 7th day of July, 2008

Cristene Kimball
Notary Public OR City Clerk

Residing at: Carey
My Commission Expires 8-31-12



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

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

RECEIVED

JUN 24 2008



ALCOHOL BEVERAGE LICENSE APPLICATION

APPLICATION FOR:

Liquor \$562.50 _____
 Wine by the Drink \$200.00 _____
 Beer by the Drink \$200.00 _____
 Grocery Sale of Wine \$200.00 _____
 Grocery Sale of Beer \$50.00 _____

APPLICATION IS:

New License
 Renewal
 Transfer

TOTAL DUE: 400 -

Applicant Name: daVincis in Hailey LLC / Larry Schwartz

Business Name: daVincis

Business Physical Address: 17 W. Bullion St.

Business Mailing Address: Box 3623 Ketchum, Id. 83340

Business Phone Number: 208-788-7699

Property Owner (if different from applicant): Larry Schwartz - Same

(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

6/23/08
Date

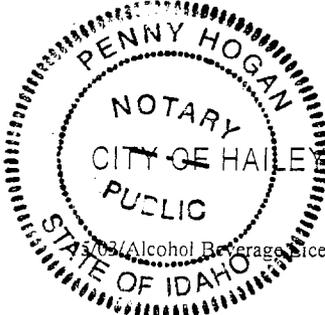
Subscribed and sworn to before me this 23 day of June, 2008

Jenny Hogan
Notary Public OR City Clerk

Residing at: Blaine County, Id.
My Commission Expires 7/25/2011

Official Use Only

State License No. _____
 County License No. _____
 City License No. _____
 Date Approved by Council _____
[Signature]
 Chief of Police



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



RECEIVED

JUL 17 2008

ALCOHOL BEVERAGE LICENSE APPLICATION

APPLICATION FOR:

Liquor	\$562.50	<input type="checkbox"/>	_____
Wine by the Drink	\$200.00	<input checked="" type="checkbox"/>	<u>200 -</u>
Beer by the Drink	\$200.00	<input checked="" type="checkbox"/>	<u>200 -</u>
Grocery Sale of Wine	\$200.00	<input type="checkbox"/>	_____
Grocery Sale of Beer	\$50.00	<input type="checkbox"/>	_____

APPLICATION IS:

New License	<input type="checkbox"/>
Renewal	<input checked="" type="checkbox"/>
Transfer	<input type="checkbox"/>

TOTAL DUE: 400 -

Applicant Name: Brian Kriesien

Business Name: KB's South LLC

Business Physical Address: 121 N. Main Hailey

Business Mailing Address: 113 E. Bullion St., Suite B Hailey

Business Phone Number: 208 788 7217

Property Owner (if different from applicant): John Sofro

(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).

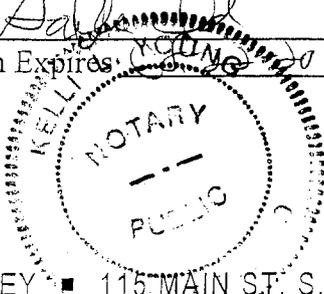
[Signature]
Applicant Signature

7/17/08
Date

Subscribed and sworn to before me this 17 day of July, 2008

[Signature]
Notary Public OR City Clerk

Residing at: [Signature]
My Commission Expires: 08/11



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

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



ALCOHOL BEVERAGE LICENSE APPLICATION

APPLICATION FOR:

Liquor \$562.50 362.50
 Wine by the Drink \$200.00 200.00
 Beer by the Drink \$200.00 200.00
 Grocery Sale of Wine \$200.00 _____
 Grocery Sale of Beer \$50.00 _____

APPLICATION IS:

New License
 Renewal
 Transfer

RECEIVED

JUL 17 2008

TOTAL DUE: 962.50

Applicant Name: Susan Weller

Business Name: Bandidas' Bar & Grill

Business Physical Address: 411 N. Main St. Hailey ID 83333

Business Mailing Address: PO Box 3043 Hailey, ID. 83333

Business Phone Number: (208) 578-9030

Property Owner (if different from applicant): Viva Operations Inc

(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).

Susan Weller
Applicant Signature

7/18/08
Date

Subscribed and sworn to before me this 8th day of July, 2008

Pam Williams
Notary Public OR City Clerk

Residing at: Shoshone Id
My Commission Expires May 9, 2012

**PAM WILLIAMS
NOTARY PUBLIC
STATE OF IDAHO**

Official Use Only
 State License No. _____
 County License No. _____
 City License No. _____
 Date Approved by Council _____
[Signature]
 Chief of Police

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



ALCOHOL BEVERAGE LICENSE APPLICATION

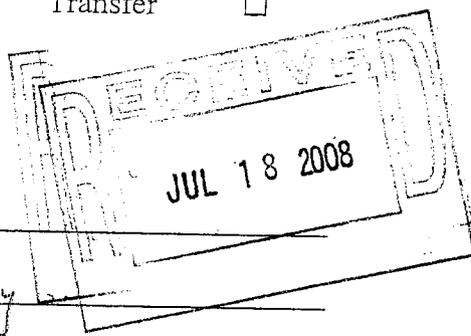
APPLICATION FOR:

Liquor \$562.50 _____
 Wine by the Drink \$200.00 _____
 Beer by the Drink \$200.00 _____
 Grocery Sale of Wine \$200.00 _____
 Grocery Sale of Beer \$50.00 _____

APPLICATION IS:

New License
 Renewal
 Transfer

TOTAL DUE: \$ 200.00



Applicant Name: Craig Johnson
 Business Name: Wood River Wine Guy
 Business Physical Address: 110 CARBONATE ST East
 Business Mailing Address: P.O. Box 579
 Business Phone Number: 208-788-0996
 Property Owner (if different from applicant): _____

(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).

Craig Johnson 7/18/08
 Applicant Signature Date

Subscribed and sworn to before me this 18 day of July, 2008.

Notary Public OR City Clerk

Residing at: Acly
 My Commission Expires 4-21-12

SANDRA P. EHRMANTRAUT
 NOTARY PUBLIC
 STATE OF IDAHO

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

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



ALCOHOL BEVERAGE LICENSE APPLICATION

RECEIVED

JUL 16 2008

APPLICATION FOR:

APPLICATION IS:

Liquor \$562.50 _____
 Wine by the Drink \$200.00 _____
 Beer by the Drink \$200.00 _____
 Grocery Sale of Wine \$200.00 _____
 Grocery Sale of Beer \$50.00 _____

New License
 Renewal
 Transfer

TOTAL DUE: 4.00-

Applicant Name: Flip & Pour Inc

Business Name: WICKED SPIRIT

Business Physical Address: 305 N MAIN

Business Mailing Address: 305 N MAIN

Business Phone Number: 788-0009

Property Owner (if different from applicant): _____

(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).

Mike Brown
Applicant Signature

July 16, 2008
Date

Subscribed and sworn to before me this 16 day of July, 2008

Adam Lott
Notary Public OR City Clerk

Residing at: Hailey City Hall
My Commission Expires _____

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

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



ALCOHOL BEVERAGE LICENSE APPLICATION

RECEIVED
JUL 10 2008

APPLICATION FOR:

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

APPLICATION IS:

New License	<input type="checkbox"/>
Renewal	<input checked="" type="checkbox"/>
Transfer	<input type="checkbox"/>

TOTAL DUE: 600.00

Applicant Name: Rebecca Kastner

Business Name: CK's Real Food

Business Physical Address: 320 Main St. S Hailey

Business Mailing Address: Box 2925 Hailey

Business Phone Number: 788-1223

Property Owner (if different from applicant): _____

(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).

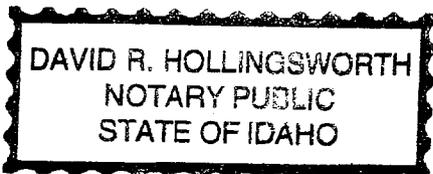
Rebecca Kastner
Applicant Signature

7-10-08
Date

Subscribed and sworn to before me this 10 day of July, 2008

DR [Signature]
Notary Public OR City Clerk

Residing at: 215 N MAIN ST, Hailey ID
My Commission Expires 10/25/2012



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

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



ALCOHOL BEVERAGE LICENSE APPLICATION

RECEIVED

JUL 08 2008

APPLICATION FOR:

Liquor \$562.50 _____
 Wine by the Drink \$200.00 _____
 Beer by the Drink \$200.00 _____
 Grocery Sale of Wine \$200.00 _____
 Grocery Sale of Beer \$50.00 _____

APPLICATION IS:

New License
 Renewal
 Transfer

TOTAL DUE: 400-

Applicant Name: PRATHEE CHITNATHAM

Business Name: A TASTE OF THAI

Business Physical Address: 106 N. MAIN ST HAILEY ID 83333

Business Mailing Address: PO. BOX 3634 HAILEY ID 83333

Business Phone Number: (208) 578-2488

Property Owner (if different from applicant): THOMAS COPPLARD

(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).

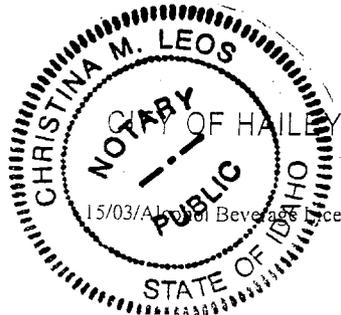
P. Chitnatham Applicant Signature 07.08.08 Date

Subscribed and sworn to before me this 8 day of July, 20 08
Christina M. Leos
Notary Public OR City Clerk

Residing at: Hailey ID
My Commission Expires 7/22/09

Official Use Only

State License No. _____
 County License No. _____
 City License No. _____
 Date Approved by Council _____
[Signature]
 Chief of Police



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



ALCOHOL BEVERAGE LICENSE APPLICATION RECEIVED

JUL 08 2008

APPLICATION FOR:

Liquor ~~\$562.50~~ _____
 Wine by the Drink \$200.00 _____
 Beer by the Drink \$200.00 _____
 Grocery Sale of Wine \$200.00 _____
 Grocery Sale of Beer \$50.00 _____

APPLICATION IS:

New License
 Renewal
 Transfer

TOTAL DUE: 250.00

Applicant Name: New Albertsons, Inc

Business Name: Albertsons #130

Business Physical Address: 911 Main Street North, Hailey, ID 83333

Business Mailing Address: P.O. Box 20, Dept. 70428, Boise, ID 83726

Business Phone Number: 208-395-6371 store- 208-788-6709

Property Owner (if different from applicant): _____

(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

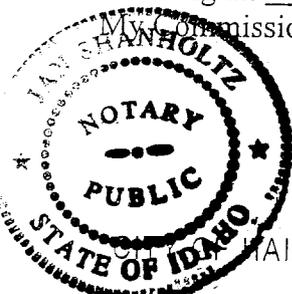
7/1/08
Date

Subscribed and sworn to before me this 1 day of July, 2008

[Signature]
Notary Public OR City Clerk

Residing at: Boise ID
My Commission Expires 11-10-10

<i>Official Use Only</i>	
State License No.	_____
County License No.	_____
City License No.	_____
Date Approved by Council	_____
<u>[Signature]</u>	_____
Chief of Police	



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

ALCOHOL BEVERAGE LICENSE APPLICATION RECEIVED

JUL 08 2008

APPLICATION FOR:

Liquor \$562.50

Wine by the Drink \$200.00

Beer by the Drink \$200.00

Grocery Sale of Wine \$200.00

Grocery Sale of Beer \$50.00

APPLICATION IS:

New License

Renewal

Transfer

TOTAL DUE: 250.00

Applicant Name: New Albertsons, Inc

Business Name: Albertsons Express #130

Business Physical Address: 1011 main street North, Hailey, ID 83333

Business Mailing Address: P.O. Box 20, Dept. 70428, Boise, ID 83726

Business Phone Number: 208-395-6371 store - 208-788-6724

Property Owner (if different from applicant): _____

(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

7/1/08
Date

Subscribed and sworn to before me this 1 day of July, 2008

[Signature]
Notary Public OR City Clerk

Residing at: Boise ID
My Commission Expires 11-10-10

Official Use Only

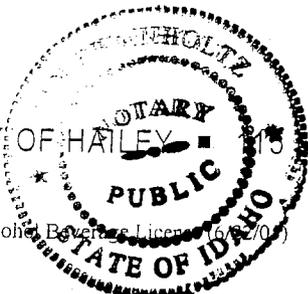
State License No. _____

County License No. _____

City License No. _____

Date Approved by Council _____

[Signature]
Chief of Police



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

ST. 1881

RECEIVED ALCOHOL BEVERAGE LICENSE APPLICATION

JUL 08 2008

APPLICATION FOR:

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

APPLICATION IS:

New License	<input type="checkbox"/>
Renewal	<input checked="" type="checkbox"/>
Transfer	<input type="checkbox"/>

TOTAL DUE: 400.00

Applicant Name: MARGARITO MARIN

Business Name: CHAPALA, INC dba CHAPALA MEXICAN RESTAURANT

Business Physical Address: 502 N MAIN ST, HAILEY, ID 83333

Business Mailing Address: 119 E 42ND ST, BOISE, ID 83714

Business Phone Number: (208) 788-5065

Property Owner (if different from applicant): _____

(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).

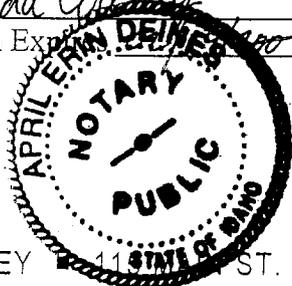
Margarito Marin
Applicant Signature

6-26-08
Date

Subscribed and sworn to before me this 26 day of JUNE, 20 08

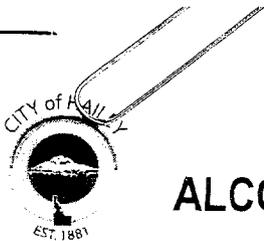
April Erin Delaney
Notary Public OR City Clerk

Residing at: *Ada, Coconino*
My Commission Expires *02/08/2014*



<i>Official Use Only</i>	
State License No.	_____
County License No.	_____
City License No.	_____
Date Approved by Council	_____
<u><i>[Signature]</i></u>	_____
Chief of Police	

CITY OF HAILEY ■ 11 ST. S., SUITE H ■ HAILEY, IDAHO 83333 ■ 788-4221



ALCOHOL BEVERAGE LICENSE APPLICATION

RECEIVED

JUN 23 2008

APPLICATION FOR:

Liquor \$562.50

Wine by the Drink \$200.00

Beer by the Drink \$200.00

Grocery Sale of Wine \$200.00

Grocery Sale of Beer \$50.00

APPLICATION IS:

New License

Renewal

Transfer

TOTAL DUE: _____

Applicant Name: Long Zhang & Tu Hong Deng

Business Name: Osaka Sushi

Business Physical Address: 200 S Main St, Hailey, ID 83333

Business Mailing Address: PO Box 532, Ketchum, ID 83340

Business Phone Number: 208 - 928 - 6068

Property Owner (if different from applicant): LZ - COP

(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).

Zhang Long
Applicant Signature

6/20/08
Date

Subscribed and sworn to before me this _____ day of _____, 20 _____

Notary Public OR City Clerk

Residing at: _____

My Commission Expires _____

Official Use Only	
State License No.	_____
County License No.	_____
City License No.	_____
Date Approved by Council	_____

Chief of Police	

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



ALCOHOL BEVERAGE LICENSE APPLICATION

APPLICATION FOR:

Liquor \$562.50 _____
 Wine by the Drink \$200.00 _____
 Beer by the Drink \$200.00 200.00
 Grocery Sale of Wine \$200.00 _____
 Grocery Sale of Beer \$50.00 _____

APPLICATION IS:

New License
 Renewal
 Transfer

RECEIVED

JUN 27 2008

TOTAL DUE: _____

Applicant Name: Jeanne Greenberg

Business Name: Shorty's Restaurants Inc

Business Physical Address: 126 S. Main

Business Mailing Address: P.O. Box 963

Business Phone Number: 208-578-1293

Property Owner (if different from applicant): Valley Entertainment

(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).

Jeanne Greenberg
Applicant Signature

6/25/08
Date

Subscribed and sworn to before me this 25 day of June, 2008

[Signature]

Notary Public OR City Clerk

Residing at: Hailey
My Commission Expires 4-21-12

SANDRA P. EHRMANTRAUT
NOTARY PUBLIC
STATE OF IDAHO

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

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

AGENDA ITEM SUMMARY

DATE: 07/28/08 **DEPARTMENT:** Public Works

DEPT. HEAD SIGNATURE: 

SUBJECT:

Request approval for Citizens for Smart Growth Silent Auction Special Event at The Inn at Ellsworth, 702 3rd Ave S, on August 05, 2008.

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

- The representative believes there may be up to 50 people in attendance.
- There will be an amplified guitarist.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Department Heads approved with no further conditions.

FOLLOW-UP REMARKS:

#5383

RECEIVED



SPECIAL EVENT PERMIT APPLICATION

I. EVENT NAME: Citizens for Smart Growth Silent Auction

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

Public Property Private Property

Inn at Ellsworth Estate, 702 3rd Avenue South

III. EVENT SCHEDULE

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

Table with 3 columns: Date(s) of Event, Hours, Estimated # of Attendees. Rows include event dates (8/5/08) and times (6pm-8pm, 2pm-5pm, 8pm-9pm) and estimated attendees (50-Flow).

IV. FEES

Table listing fees: Special Event Permit Application Fee (\$125), Per Day Park Rental Fee (\$500), Security Deposit (\$500), Tax (6%), TOTAL DUE (\$625), and Additional Deposit Required.

V. ORGANIZATION INFORMATION Citizens for Smart Growth

Applicant's Name: Kristen Olenick Title: Director of Operations

Mailing Address: 221 S. River St, Ste 2E Zip Code: 83333

Street Address: Same City: Hailey State: ID

Day Telephone: 788-8813 Evening Telephone: 788-9868 (h)

FAX Number: 788-8816 E-Mail Address: knsecitizenforsmartgrowth.org

Applicant Driver's License #: na
Sponsoring Organization: Citizens for Smart Growth
Non-Profit: Yes No Tax Exempt #: _____
Federal Tax #: 82-0525953 State Tax #: _____

VI. EVENT INFORMATION

New Event: Yes _____ No Annual Event: Yes No _____ Years Operating 2
Event Category: Commercial Noncommercial
Estimate of Gross Ticket Sales & Revenues (commercial event only): _____
Description of Event: Silent auction with live music and refreshment
Additional Details: _____

VII. INSURANCE REQUIREMENTS

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

Insurance Company: Bisnett Insurance Agent Name: Betty Urbany
Address: Box 5567, Ketchum Phone: 726-8366 X18

HOLD HARMLESS CLAUSE

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

(Attach any additional pages as needed)

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID BU
CITIS-1

DATE (MM/DD/YYYY)
07/17/08

PRODUCER
Ketchum Branch
Bisnett Insurance Inc.
PO Box 5567
Ketchum ID 83340
Phone: 208-726-8866 Fax: 208-726-8491

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

INSURED

Citizens for Smart Growth Inc.
Vanessa Fry
221 S River St #2E
Hailey ID 83333

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: AMERICAN STATES Insurance Co.	19704
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Business Owners GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	02B094601370	04/24/08	04/24/09	EACH OCCURRENCE \$ 2000000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1000000 MED EXP (Any one person) \$ 10000 PERSONAL & ADV INJURY \$ 2000000 GENERAL AGGREGATE \$ 4000000 PRODUCTS - COMP/OP AGG \$ 2000000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	OTHER				PROPERTY 21000

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

For Event Aug.5 2008 @ Inn @ Ellsworth Estate; City of Hailey as additional insured

CERTIFICATE HOLDER

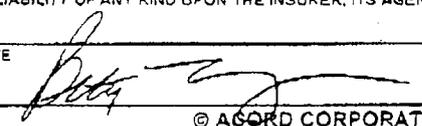
HAILEYC

City of Hailey
Box 945
Hailey ID 83333

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Betty Urbany 

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

SPECIAL EVENT ACTIVITIES & CITY SERVICES REQUESTED

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

Yes	No	Check all Planned Activities	Yes	No	Check all Planned Activities
	X	Street Closures & Access / Parade Detailed map listing areas of closure, parade route is required. An ITD permit is required for Main Street.	X		Alcohol served (name of provider) <i>Smart Growth</i> Requires alcohol catering permit (Hailey Code 5.13)
	X	Street Closures & Access /Parade require your Event Coordinator to notify all affected businesses, churches schools and neighborhoods	X	X	Alcohol sold/Liquor Catering License required City of Hailey Municipal Code 5.04, 5.08, 5.12
#	X	Canopies/Tents/Membranes/Temporary Structures (Number & Size(s) City of Hailey Fire Department, Fire Code Enforcement	#		Food/Beverages will be served (List Caterers): <i>Esta Hornstein</i>
	X	Medical Services (Circle) First Aid and/or EMS Services Who is providing services? _____			Vendors items sold/ solicitation <i>Donated items will be up for auction</i>
#	X	Security (detail who, number of officers, times. Attach plan)	#		Booths: Profit / <u>Non-Profit</u> <i>undecided as yet. If so I table w/ brochures, newsletters</i>
	X	Traffic Control / Shuttle Buses (Number of buses / locations / hours of operation, attach plan.)		X	Lighting plan: attach plan
#		<i>Inn at Ellsworth Estates</i> Electricity / Generators (Size _____) Attach detailed electrical plan. <i>outlet</i>	X		Activities / Entertainment (Agenda) <i>live music</i> Other equipment or entertainment <i>see attached</i>
				X	Signs or Banners: sign permit may be required by the City Planning and Zoning Department
X		Water <u>Drinking</u> / Washing (circle)		X	Stages (Number and Size(s) _____)
	X	Gray Water Barrel / Grease Barrel (circle /detail # and locations)	#	X	Barricades. How many identify locations and attach logistics map
X		Sanitation <u>3</u> Trash bins, Dumpsters, <u>2</u> Recycle <i>on lawn</i>	#	50	EVENT estimated attendance
#		Porta Toilets / Wash Stations <i>@ Inn</i> (Quantity ADA Regular _____)	#	7	Number of staff working event <i>includes caterer</i>
X		<i>9.5</i>	#	5	Number of volunteers working

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

Event Organizer's Signature: _____

Kristen Demate

Date: _____

7/17/08



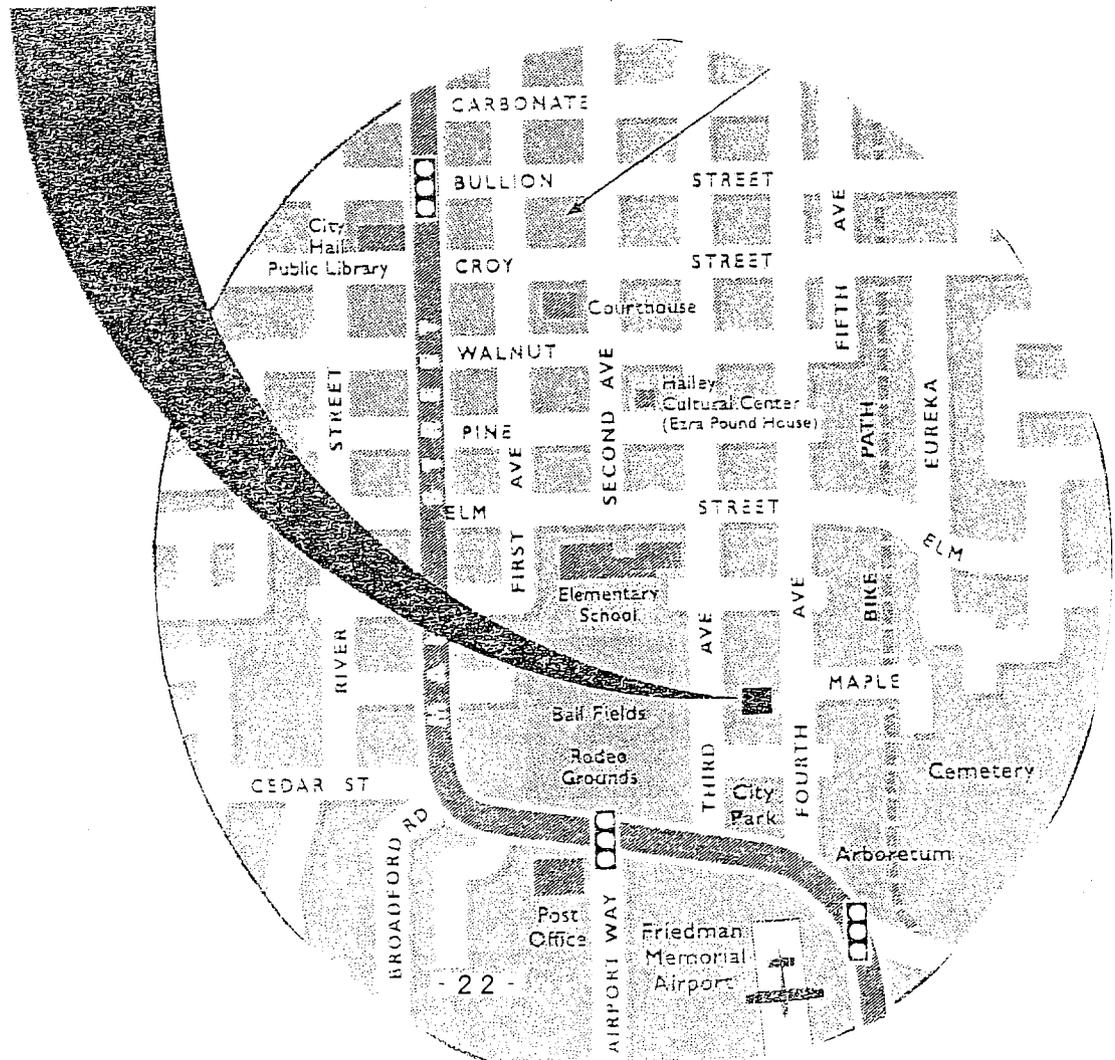
Citizens for Smart Growth

empowering citizens to shape vibrant communities in balance with nature

Parking Plan

The auction will be held at the Inn at Ellsworth Estate located at 702 Third Avenue South. The Inn at Ellsworth Estate offers on-site parking of approximately 16 spaces. There is also parking available on Third Avenue, enough for approximately 12 vehicles. As the auction will be held from 6 - 8 p.m. more parking, if necessary can be found at Roberta Mc Kercher Park, Hailey Elementary, The Armory and the Silver Creek Alternative School. Citizens for Smart Growth encourages people to carpool to the auction.

The Inn
at
Ellsworth Estate





Citizens for Smart Growth

empowering citizens to shape vibrant communities in balance with nature

Entertainment Plan

Live music will be performed by acoustic guitar soloist Ana Sali with one small 2-channel amplifier.

DECISION

Based on the Application for a Special Event Permit for the Citizens for Smart Growth Silent Auction, the City of Hailey, pursuant to Chapter 12.14 of the Hailey Municipal Code, approves the Application and grants the Special Event Permit, subject to the following conditions:

Standard Conditions

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

DATED this 28th day of July, 2008.

CITY OF HAILEY

By: _____
Rick Davis, its Mayor

ATTEST:

Mary Cone, its City Clerk

AGREEMENT

In consideration of the granting of a special event permit by the City of Hailey ("the City") for the Citizens for Smart Growth Silent Auction that will occur on August 05, 2008 from 6:00 p.m. to 8:00 p.m., plus specified set up and teardown time, ("the Event"), and pursuant to Section 12.14 of the Hailey Municipal Code, the undersigned, as the applicant ("Applicant") of a Special Event Permit from the City for the Event, does hereby agree to reimburse the City for any costs incurred by the City in repairing damage or providing any services or materials resulting from the Event. The Applicant agrees that such costs may be deducted from a non-refundable security deposit or additional deposit as established by the City, and that if costs exceed any deposit made by the applicant, further reimbursement will be made to the City upon demand. The Applicant hereby agrees to indemnify, defend and hold harmless the City and its officers and employees, in their official and individual capacities, from any and all claims, demands, obligations, liabilities, lawsuits, judgments, attorneys' fees, costs, expenses and damages of any nature caused by or arising out of, or connected with the Event. In the event either party hereto is required to retain counsel to enforce a provision of this Agreement, or to recover damages resulting from a breach hereof, the prevailing party shall be entitled to recover from the other party all reasonable attorney's fees incurred herein or on appeal, or in bankruptcy proceedings. The Applicant agrees to comply with all the laws and ordinances of the City of Hailey, Idaho applicable to the subject matter thereof, and to conduct the Event in accordance with the terms and provisions of the application for a Special Event Permit, as approved or as modified by the City, and all conditions of the Special Event Permit. The Applicant agrees that the Special Event Permit is nontransferable and shall be conducted only for the dates and locations as approved by the City.

IN WITNESS WHEREOF, Applicant and the City have executed this Agreement on this 28th day of July, 2008.

APPLICANT:

By: _____

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

CITY OF HAILEY:

By: _____
Rick Davis, its Mayor

ATTEST:

Mary Cone, its City Clerk

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

AGENDA ITEM SUMMARY

DATE: 7/28/08 **DEPARTMENT:** PW - Streets **DEPT. HEAD SIGNATURE:** 

SUBJECT: Authorize the mayor to sign a lease agreement for a new loader

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

With the declaration of surplus of our two existing loaders, a CAT 950 & CAT 930, we have received leasing proposals from 4 loader vendors. The attached spreadsheet outlines the lease options received. As a part of both our CO₂ footprint and looking at overall costs I included the annual fuel budget in the cost comparisons. Based upon both the lease and fuel costs I am recommending that we lease a Liebherr 528 model loader. This is the same manufacturer as the loader used with the snowblower.

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

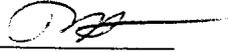
ACTION OF THE CITY COUNCIL:
Date _____

City Clerk _____

FOLLOW-UP:

Vendor	Initial Price	Trade-In Allowance	Net Price	Annual Cost Lease to Own	Annual Cost Lease to Trade-in
Caterpillar	\$131,316	\$43,000	\$88,316	\$19,184	\$6,695
Medium Duty Fuel Consumption		3.5 gals/hr	500 hrs use	1,750 Gals	\$7,000
				Total Annual Cost	\$13,695
Komatsu	\$117,900	\$44,500	\$73,900	\$16,037	None Offered
Medium Duty Fuel Consumption		2.7 gals/hr	500 hrs use	1,350 Gals	\$5,400
				Total Annual Cost	
Liebherr	\$142,200	\$45,000	\$85,000	None Offered	\$7,500
Medium Duty Fuel Consumption		2 gal/hr	500 hrs use	1,000 Gals	\$4,000
				Total Annual Cost	\$11,500
John Deere	\$125,620	\$45,000	\$80,620		\$7,331
Medium Duty Fuel Consumption		3.1 gals/hr	500 hrs use	1,550 Gals	\$6,200
				Total Annual Cost	\$13,531

AGENDA ITEM SUMMARY

DATE: 7/28/08 DEPARTMENT: Engr DEPT. HEAD SIGNATURE: 

SUBJECT: Motion to approve a study by SPF Water Engineering of the city's water rights and future water needs.

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

Review the scope of work and either recommend approval of the contract or a revision of the scope of work. Authorize the mayor to sign.

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

ADMINISTRATIVE COMMENTS/APPROVAL:

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

ACTION OF THE CITY COUNCIL:

Date _____

City Clerk _____

FOLLOW-UP:

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

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



RECEIVED

JUL 23 2008

MHC TH

July 22, 2008

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

Subject: Proposal for Investigating Water Supply Issues for the City of Hailey

Dear Tom,

SPF Water Engineering (SPF) is pleased to provide this proposal for engineering services to investigate water supply issues for the City of Hailey water system. We understand that the specific questions you would like answered are:

1. How much water does the City of Hailey have?
2. How many connections, standard residential; can the City have with existing water rights?
3. Does the City have enough water for build-out of existing city limits? (in the wastewater master plan, build-out within existing City Limits was estimated as an additional 10,000 population in 20 years).

We have submitted separate proposals to you, dated June 30, 2008 and July 3, 2008 to investigate tank-fill issues for the Quigley Tank and for a Peregrine Ranch Recharge Analysis. Some of the information gained from work on these previous proposals will be used in this investigation, and is therefore not included in this scope of work.

PROPOSED SCOPE OF WORK

The work tasks necessary to complete the proposed scope of work are described below.

Task 1 – Water Rights Investigation

- a. **Investigation.** Existing water rights held by the City of Hailey will be researched and documented through available Idaho Department of Water Resources (IDWR) data and City records. Discussions with IDWR personnel and City of Hailey personnel will occur as required. Please note that a brief review of City water rights was included in SPF's July 3rd proposal. This investigation will build on the work done under that contract.

- b. **Summary Memorandum.** SPF will prepare a technical memorandum summarizing Hailey's existing water rights, any issues with the existing rights, and recommendations for new water rights (if any) that may be required for the anticipated City Limit build-out of Hailey.

Task 2 – Determine Average and Peak Demands for the Current Water System

- a. **Verify Production Data.** Well and spring production data will be reviewed and manipulated to calculate average and peak demands for the existing water system.
- b. **Verify Demand Data.** Existing demand data will be reviewed and used to estimate/corroborate average and peak demands for the existing water system.
- c. **Extrapolate Demands to Future Scenarios.** The demands determined from existing available water system data will be extrapolated to estimate future demands for build-out within the City limits. These estimated demands will be compared with existing water rights and actual source production and recommendations made for a 20-year build-out based on population. Results will be summarized in a technical memorandum.

ESTIMATED COSTS

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

We anticipate that the cost to complete Task 1 will be between \$3,000 and \$5,000, and the cost to complete Task 2 will be between \$7,000 and \$10,000 depending on the level of effort required. We have assumed that a site visit will take place under our June 30, 2008 proposed scope of work, therefore a site visit has not been included here.

TABLE 1 - SPF WATER ENGINEERING, LLC SCHEDULE OF HOURLY BILLING RATES		
Personnel	Title	2008 Billing Rate
Terry Scanlan, P.E., P.G.	Principal Engineer/Hydrogeologist	\$140
Christian Petrich, Ph.D., P.E., P.G.	Principal Engineer/Hydrologist	\$130
Tim Farrell, P.E.	Principal Engineer	\$125
Cathy Cooper, P.E.	Principal Engineer	\$125
Eric Landsberg, P.E.	Project Manager	\$120
Bob Hardgrove, P.E.	Project Manager	\$120
Scott King, P.E.	Supervising Engineer	\$115
Stuart Hurley, P.E.	Senior Project Engineer	\$115
Jennifer Sukow, P.E., P.G.	Senior Project Engineer	\$107
Shawn Kohtz, P.E.	Project Engineer	\$97
Roxanne Brown	Senior Water Rights Specialist	\$95
Mike Martin, P.E.	Project Engineer	\$86
Lori Graves	Water Rights Specialist	\$85
Marci Pape, P.E.	Project Engineer	\$85
Kristin Brastrup, P.E.	Project Engineer	\$83
Lance Dennis, E.I.T.	Associate Engineer	\$82
Jason Thompson, E.I.T.	Associate Engineer	\$80
Clint Long	Construction Manager	\$85
Buzz Copple	Construction Manager	\$85
Steve Bennett	Designer I	\$80
Crane Drafting	Designer II	\$72
Mike Lash	Engineering Technician	\$63
Julie Romano	Bookkeeping	\$55
Crystal Weber	Administrative Support	\$50

SCHEDULE

We understand that you are moving quickly to address water system issues. We estimate that it will take approximately 4 to 6 weeks after our site visit to complete the water rights and source of supply investigation.

AGREEMENT

If this proposal meets with your approval, it may serve as the basis for agreement, in conjunction with the attached schedule of fees and conditions, by affixing a signature in the space provided below. This signature will be considered as a notice to proceed on Tasks 1 and 2 with a budget upper limit of \$15,000.

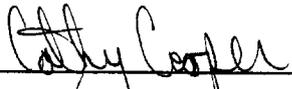
Please return one signed original to my office. We look forward to working with you on this project.

Respectfully submitted,

Accepted By:

SPF WATER ENGINEERING, LLC

CITY OF HAILEY

By 
Cathy Cooper, R.E.
Manager

By _____
Title _____
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, alkalies, toxic chemicals, liquids, gases, or any other materials, irritants, contaminants, or pollutants in or into the atmosphere, or on, onto, upon, in, or into the surface or subsurface of soil, water, or watercourses, objects, or any tangible or intangible matter, whether sudden or not.

- (d) Nothing contained within this Agreement shall be construed or interpreted as requiring SPF to assume the status of a generator, storer, transporter, treater, or disposal facility as those terms appear within the Resource Conservation and Recovery Act, 42 USCA, §6901 et seq., as amended, or within any state statute governing the generation, treatment, storage, and disposal of waste. Further, the contents of this Agreement shall not be construed or interpreted as requiring SPF to arrange for the transportation, treatment, or disposal of hazardous substances, as described in the Comprehensive Environmental Response, Compensation, and Liability Act, 42 USCA §9601, et seq., as amended.
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- (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).

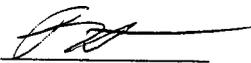
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- (b) All computer programs, software, and other like data developed during the course of the project, unless specifically developed for Owner, are and shall remain the sole property of SPF.
- (c) SPF's liability to Owner for any computer programs, software products, or related data furnished hereunder is limited solely to the correction of residual errors, minor maintenance, or update(s) as agreed. SPF makes no warranties of any kind, including any implied warranty of merchantability or of fitness for any particular purpose, or against infringement, with respect to computer programs, software products, related data, technical information, or technical assistance provided by SPF under this Agreement. In no event shall SPF, its officers, agents, or employees be liable under or in connection with this Agreement under any theory of tort, contract, strict liability, negligence, or other legal or equitable theory for incidental or consequential damages relating to any computer programs, software products, or related data furnished hereunder.
- (d) Environmental Audit/Site Assessment report(s) are prepared for Owner's sole use. Owner agrees to defend, indemnify, and hold SPF, its consultants, agents, and employees harmless against all damages, claims, expenses, and losses arising out of or resulting from any reuse of the Environmental Audit/Site Assessment report(s) without the written authorization of SPF.

- 3. **TERMINATION OR ABANDONMENT.** If any portion of the work is terminated or abandoned by Owner, the provisions of this Schedule of Fees and Conditions in regard to compensation and payment shall apply insofar as possible to that portion of the work not terminated or abandoned. If said termination occurs prior to completion of any phase of the project, the fee for services performed during such phase shall be based on SPF's reasonable estimate of the portion of such phase completed prior to said termination, plus a reasonable amount to reimburse SPF for termination costs.
- 4. **WAIVER.** SPF's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.
- 5. **ENTIRE AGREEMENT.** This Agreement, and its attachments, contains the entire understanding between Owner and SPF relating to professional engineering services. Any prior or contemporaneous agreements, promises, negotiations, or representations not expressly set forth herein are of no effect. Subsequent modifications or amendments to this Agreement shall be in writing and signed by the parties to this Agreement.

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

AGENDA ITEM SUMMARY

DATE: 7/14/08 DEPARTMENT: Engr DEPT. HEAD SIGNATURE: 

SUBJECT: Motion to approve a study by SPF Water Engineering of the Peregrine Ranch Recharge proposal

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

Review the scope of work and either recommend approval of the contract or a revision of the scope of work. Authorize the mayor to sign.

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

ADMINISTRATIVE COMMENTS/APPROVAL:

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

ACTION OF THE CITY COUNCIL:

Date _____

City Clerk _____

FOLLOW-UP:

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

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



July 3, 2008

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

RECEIVED

JUL 08 2008

(MHC) TA

Subject: Proposal for Peregrine Ranch Recharge Analysis

Dear Tom,

SPF Water Engineering, LLC (SPF) is pleased to provide a proposal for analyzing ground water recharge and mitigation options at the Peregrine Ranch Development. We understand that the City would like an independent review of recharge and mitigation options proposed by Brockway Engineering on behalf of Harry Rinker and Peregrine Ranch.

The proposed project consists of recharging a shallow aquifer by diverting water into ponds on the Peregrine Ranch property via an existing diversion from the Hiawatha Canal. Three potential participants were identified for the project (Peregrine Ranch, City of Hailey, and the Blaine County School District), each of which owns surface water irrigation rights. The recharge is proposed to serve as mitigation for junior priority ground water rights that are used for irrigation.

Surface and ground water is currently administered separately in the Big Wood basin by the Idaho Department of Water Resources (IDWR). However, we anticipate conjunctive management of surface and ground water in the future (possibly within the next five years). Under conjunctive management, it is possible that a water delivery call could lead to temporary curtailment of diversions for irrigation under junior-priority ground water rights (such as water rights that are currently used by the City of Hailey for residential irrigation). In this case, mitigation of junior-priority water use with senior-priority surface water may help avert full or partial curtailment.

The City could have two general options for mitigating all or a portion of junior-priority ground water use: (1) leave water that could have been diverted under water right 37-10717 (with a priority date of March 24, 1883) in the Big Wood River or (2) divert water under the same right into a recharge basin such as that proposed by Peregrine Ranch. The first option was used by the Blaine County School District for the mitigation of a portion of ground water use at the Woodside Elementary School. However, it may be possible to achieve a greater mitigation benefit with the second option if there is sufficient storage of recharged ground water to cover out-of-priority periods.

SCOPE OF WORK

The goals of the following tasks are to (1) form an initial opinion of how the proposed Peregrine Ranch recharge project could help mitigate withdrawals by City of Hailey wells during a future ground water curtailment and (2) identify possible alternatives to achieving the same goal.

1. Review of Local Aquifer Conditions

The first task will consist of reviewing (a) drillers reports from local wells, (b) drillers' reports from City of Hailey wells, and (c) other available hydrogeologic information to estimate the possible effects of shallow aquifer recharge at Peregrine Ranch on local aquifers. At issue is the degree to which benefits of recharge might extend through potential priority calls. The result of this effort would be an initial opinion of recharge benefits; further work may be required to adequately define impacts and benefits and limitations for subsequent IDWR administration purposes.

2. Review of City Water Rights

SPF will map and review water rights held by the City of Hailey. The purpose of this review would be to become familiar with the City's water right portfolio and to identify other possible recharge/mitigation needs and opportunities.

3. Review of City Irrigation Use

SPF will review typical water use for seasonal irrigation based on information supplied by the City. This information will be used to evaluate the extent to which possible mitigation would cover existing City irrigation use.

4. Provide Recommendations

SPF will summarize the results of Tasks 1-3 in a brief technical memorandum and provide recommendations regarding potential mitigation options for the City of Hailey.

SCHEDULE

SPF is prepared to begin this review within approximately two weeks, with completion in six weeks (unless faster turnaround is required).

PROJECTED COST

SPF proposes to perform this work on a time and materials basis. A current hourly rate schedule is provided as Table 1. Direct costs (travel, photocopy, postage, etc.) will be billed at the actual cost plus 15%.

A detailed cost estimate has not been prepared for this project. For budgetary purposes, we suggest that a project of this scope could cost between \$3,000 and \$6,000.

If this proposal (and attached Schedule of Fees and Conditions) meets with your approval, it may serve as the basis for agreement with an upper budget limit of \$6,000 (SPF will exceed this amount only with written approval of the City) by affixing a signature in the space provided below. Please return one signed original to my office.

Thank you for the opportunity to be of service – we look forward to working with you.

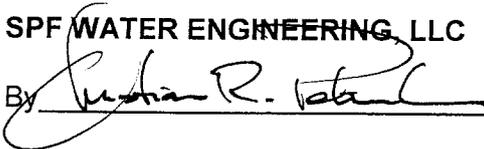
Respectfully submitted,

Accepted By:

SPF WATER ENGINEERING, LLC

CITY OF HAILEY

By



By _____

Christian R. Petrich, Ph.D., P.E., P.G.
Manager

Title _____

Date _____

TABLE 1 - SPF WATER ENGINEERING, LLC SCHEDULE OF HOURLY BILLING RATES		
Personnel	Title	2008 Billing Rate
Terry Scanlan, P.E., P.G.	Principal Engineer/Hydrogeologist	\$140
Christian Petrich, Ph.D., P.E., P.G.	Principal Engineer/Hydrologist	\$130
Tim Farrell, P.E.	Principal Engineer	\$125
Cathy Cooper, P.E.	Principal Engineer	\$125
Eric Landsberg, P.E.	Project Manager	\$120
Bob Hardgrove, P.E.	Project Manager	\$120
Scott King, P.E.	Supervising Engineer	\$115
Stuart Hurley, P.E.	Senior Project Engineer	\$115
Jennifer Sukow, P.E., P.G.	Senior Project Engineer	\$107
Shawn Kohtz, P.E.	Project Engineer	\$97
Roxanne Brown	Senior Water Rights Specialist	\$95
Mike Martin, P.E.	Project Engineer	\$86
Lori Graves	Water Rights Specialist	\$85
Marci Pape, P.E.	Project Engineer	\$85
Kristin Brastrup, P.E.	Project Engineer	\$83
Lance Dennis, E.I.T.	Associate Engineer	\$82
Jason Thompson, E.I.T.	Associate Engineer	\$80
Clint Long	Construction Manager	\$85
Buzz Copple	Construction Manager	\$85
Steve Bennett	Designer I	\$80
Crane Drafting	Designer II	\$72
Mike Lash	Engineering Technician	\$63
Julie Romano	Bookkeeping	\$55
Crystal Weber	Administrative Support	\$50

Note: Hourly billing rates will be adjusted on January 1st each year.

SCHEDULE OF FEES AND CONDITIONS
SPF WATER ENGINEERING, LLC (SPF)

A. FEES AND PAYMENT

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

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

C. MISCELLANEOUS PROVISIONS

1. INSURANCE/INDEMNIFICATION/LIMITATION OF LIABILITY

- (a) SPF will maintain statutory limits of insurance coverage for Workers' Compensation and Employer's Liability Insurance as well as Professional Liability, General Liability and Automobile Liability Insurance and will name Owner as an additional insured on the Professional Liability, General Liability and Automobile Liability Insurance policies if specifically requested in writing.
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however, that no assignment of this Agreement shall be made without written consent of the parties to this Agreement.

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AGENDA ITEM SUMMARY

DATE: 7/14/08 DEPARTMENT: Engr DEPT. HEAD SIGNATURE: 

SUBJECT: Motion to approve a study by SPF Water Engineering of the city's water system computer model and water supply concerns.

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

Review the scope of work and either recommend approval of the contract or a revision of the scope of work. Authorize the mayor to sign.

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

ADMINISTRATIVE COMMENTS/APPROVAL:

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

ACTION OF THE CITY COUNCIL:

Date _____

City Clerk _____

FOLLOW-UP:

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

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

RECEIVED

JUL 02 2008

MHC TH

June 30, 2008

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

Subject: Proposal for Investigating Tank-Fill Issues and Reviewing Hydraulic Model

Dear Tom,

SPF Water Engineering (SPF) is pleased to provide this proposal for engineering services to investigate tank-fill issues for the City of Hailey water system and review the hydraulic model updates created for the City by Akel Engineering Group. We understand that the City's recently constructed Quigley Tank is not filling up all the way during maximum demand periods. Akel Engineering Group has updated the City's 2002 hydraulic model to look at tank-fill issues and proposed solutions, including a base model, a model run with a section of new 16-inch pipe, a model run with a new well plus 200 homes, and a model run with a new well plus 380 homes. We have reviewed the City's available SCADA information, the hydraulic models, and other available data. The City is currently working to provide SPF with a copy of the 2002 Master Plan and as-built information for the Cities' two storage reservoirs, which will help us complete our analysis.

PROPOSED SCOPE OF WORK

The work tasks necessary to complete the proposed scope of work are described below.

Task 1 – Investigate Tank-Fill Issues

- a. **Site Visit.** This site visit to see the City water facilities will allow SPF engineers to obtain additional background information from City personnel and gain a more thorough understanding of the City's water system.
- b. **Investigation.** SPF will explore different reasons why the Quigley tank may not be filling. Additional information may be requested from the City during the investigation.
- c. **Summary Memorandum.** SPF will prepare a technical memorandum outlining possible reasons for the tank-fill issues. Recommendations for improving water system performance will be given.

Task 2 – Review of Hydraulic Model

- a. **Verify Demand Data.** There appear to be some discrepancies in the demand data used in the model. SPF, in conjunction with City personnel, will verify that the demand data used in the model reasonably represents demands in the City water system.
- b. **Model Calibration.** SPF needs to review the 2002 City master plan and model information, which is on the way from the City. It doesn't appear any calibration has been done on the new model runs. It may be necessary/recommended to perform some level of calibration. SPF can better determine this once more information is available. SPF will coordinate any calibration testing with City personnel.
- c. **Model Review Summary.** SPF will prepare a technical memorandum containing results of the model review and recommendations for moving forward.

ESTIMATED COSTS

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

We anticipate that the cost to complete Task 1 will be between \$5,000 and \$10,000, and the cost to complete Task 2 will be between \$5,000 and \$20,000 depending on the level of effort and number of site visits required. We recommend proceeding initially with Task 1 and Task 2a (verify demand data for the hydraulic model), with a budget upper limit of \$15,000. Depending on the results from Task 1 and 2a, revisions to the hydraulic model may be necessary prior to SPF reviewing the model.

TABLE 1 - SPF WATER ENGINEERING, LLC SCHEDULE OF HOURLY BILLING RATES		
Personnel	Title	2008 Billing Rate
Terry Scanlan, P.E., P.G.	Principal Engineer/Hydrogeologist	\$140
Christian Petrich, Ph.D., P.E., P.G.	Principal Engineer/Hydrologist	\$130
Tim Farrell, P.E.	Principal Engineer	\$125
Cathy Cooper, P.E.	Principal Engineer	\$125
Eric Landsberg, P.E.	Project Manager	\$120
Bob Hardgrove, P.E.	Project Manager	\$120
Scott King, P.E.	Supervising Engineer	\$115
Stuart Hurley, P.E.	Senior Project Engineer	\$115
Jennifer Sukow, P.E., P.G.	Senior Project Engineer	\$107
Shawn Kohtz, P.E.	Project Engineer	\$97
Roxanne Brown	Senior Water Rights Specialist	\$95
Mike Martin, P.E.	Project Engineer	\$86
Lori Graves	Water Rights Specialist	\$85
Marci Pape, P.E.	Project Engineer	\$85
Kristin Brastrup, P.E.	Project Engineer	\$83
Lance Dennis, E.I.T.	Associate Engineer	\$82
Jason Thompson, E.I.T.	Associate Engineer	\$80
Clint Long	Construction Manager	\$85
Buzz Copple	Construction Manager	\$85
Steve Bennett	Designer I	\$80
Crane Drafting	Designer II	\$72
Mike Lash	Engineering Technician	\$63
Julie Romano	Bookkeeping	\$55
Crystal Weber	Administrative Support	\$50

SCHEDULE

We understand that you are moving quickly to address the tank-fill issue. We can schedule a site visit immediately, and estimate that it will take approximately 3 to 4 weeks to complete the tank-fill investigation. It will be helpful to watch the City's SCADA system during July (peak demand month) to see how sources are operating in relation to tank levels. The model review can be completed in 4 to 6 weeks and will be dependent on receiving timely assistance from Akel Engineering Group and City personnel, as necessary.

AGREEMENT

If this proposal meets with your approval, it may serve as the basis for agreement, in conjunction with the attached schedule of fees and conditions, by affixing a signature in the space provided below. This signature will be considered as a notice to proceed on Tasks 1 and 2a with a budget upper limit of \$15,000.

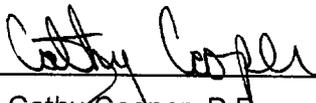
Please return one signed original to my office. We look forward to working with you on this project.

Respectfully submitted,

Accepted By:

SPF WATER ENGINEERING, LLC

CITY OF HAILEY

By 
Cathy Cooper, P.E.
Manager

By _____

Title _____

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, alkalies, toxic chemicals, liquids, gases, or any other materials, irritants, contaminants, or pollutants in or into the atmosphere, or on, onto, upon, in, or into the surface or subsurface of soil, water, or watercourses, objects, or any tangible or intangible matter, whether sudden or not.

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

2. **DOCUMENTS**

- (a) All tracings, survey notes, and other original documents, as instruments of service, are and shall remain the property of SPF, except where by law or precedent these documents become public property. Owner agrees to hold harmless, indemnify, and defend SPF, its consultants, agents, and employees against all damages, claims, expenses, and losses arising out of any reuse of the plans and specifications without the written authorization of SPF.
- (b) All computer programs, software, and other like data developed during the course of the project, unless specifically developed for Owner, are and shall remain the sole property of SPF.
- (c) SPF's liability to Owner for any computer programs, software products, or related data furnished hereunder is limited solely to the correction of residual errors, minor maintenance, or update(s) as agreed. SPF makes no warranties of any kind, including any implied warranty of merchantability or of fitness for any particular purpose, or against infringement, with respect to computer programs, software products, related data, technical information, or technical assistance provided by SPF under this Agreement. In no event shall SPF, its officers, agents, or employees be liable under or in connection with this Agreement under any theory of tort, contract, strict liability, negligence, or other legal or equitable theory for incidental or consequential damages relating to any computer programs, software products, or related data furnished hereunder.
- (d) Environmental Audit/Site Assessment report(s) are prepared for Owner's sole use. Owner agrees to defend, indemnify, and hold SPF, its consultants, agents, and employees harmless against all damages, claims, expenses, and losses arising out of or resulting from any reuse of the Environmental Audit/Site Assessment report(s) without the written authorization of SPF.

- 3. **TERMINATION OR ABANDONMENT.** If any portion of the work is terminated or abandoned by Owner, the provisions of this Schedule of Fees and Conditions in regard to compensation and payment shall apply insofar as possible to that portion of the work not terminated or abandoned. If said termination occurs prior to completion of any phase of the project, the fee for services performed during such phase shall be based on SPF's reasonable estimate of the portion of such phase completed prior to said termination, plus a reasonable amount to reimburse SPF for termination costs.
- 4. **WAIVER.** SPF's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.
- 5. **ENTIRE AGREEMENT.** This Agreement, and its attachments, contains the entire understanding between Owner and SPF relating to professional engineering services. Any prior or contemporaneous agreements, promises, negotiations, or representations not expressly set forth herein are of no effect. Subsequent modifications or amendments to this Agreement shall be in writing and signed by the parties to this Agreement.

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

FINDINGS OF FACT, CONCLUSIONS OF LAW AND DECISION

On July 14, 2008, the Hailey City Council considered the application by Brian Bothwell and Terry Wall for Final Plat approval of Electra Lane Condos. The Council, having been presented with all information and testimony in favor and in opposition to the proposal, hereby makes the following Findings of Fact, Conclusions of Law and Decision.

FINDINGS OF FACT

Notice

Notice for the public hearing was published in the Wood River Journal and mailed to property owners within 300 feet on June 25, 2008.

Application

Brian Bothwell has submitted an application for final plat approval of a 3-unit commercial condominium project located at 1971 Electra Lane. The total land area of the project is 10,920 square feet. As the application submitted is for a condominium project, the ground under and around the units would be owned and maintained by the condominium association.

Section 3.4.1 of the Subdivision Ordinance allows for applications for platting condominium units in existing or approved structures to be reviewed through the short plat procedure. In this procedure, the Hearing Examiner or Commission reviews the preliminary plat only. Upon approval, the applicant submits a final plat for Council approval.

Standards

For each of the following pertinent standards of the Subdivision Ordinance (shown in bold print), the Council makes the following Findings of Fact:

Bulk requirements:

4.12.3.4 Bulk Requirements within the SCI-I sub-district. For other supplementary location and bulk regulations, see Article VII.

a. Minimum Lot Size: 10,890 square feet

The lot size is 10,910 square feet.

b. Maximum Building Height - thirty five (35) feet.

The proposed building height is 27 feet, 11-5/8 inches.

c. Maximum Floor Area - Buildings or structures containing an Individual Retail/Wholesale Trade or a Grouped Retail/Wholesale Trade shall be limited to an aggregate gross floor area of 25,000 square feet.

The building's use is unknown. However, the building is less than 25,000 square feet, measuring 2,368 square feet.

d. Minimum Front Yard Setback - ten (10) feet.

The front yard setback is 45 feet.

e. Minimum Side and Rear Yard Setback - ten (10) feet.

The side and rear yard setbacks measure 22 feet on the east side, 15 feet on the west side, and 30 feet at the rear.

f. **No parking shall be placed within the setback areas.**

No parking is proposed within the setback areas.

g. **Maximum Lot Coverage – Not more than seventy percent (70%) of the lot shall be covered by buildings.**

The lot size is 10,910 square feet and the building measures 2,368 square feet. Lot coverage measures approximately 22%.

h. **All materials, with the exception of trees and plant materials stored on the premises, shall be stored within a building or within a wall or screening fence not less than four (4) feet nor greater than eight (8) feet in height.-**

N/A

SECTION 3 – PROCEDURE

3.3 Final Plat Approval.

The final plat, prepared by a Professional Land Surveyor, must be submitted within one (1) calendar year from the date of approval of the preliminary plat, unless otherwise allowed for within a phasing agreement or as otherwise provided herein. Plats not submitted for final approval within one (1) year or according to the phasing agreement, shall be considered expired and preliminary plat approval shall become null and void. The Council may extend the deadline for submitting the final plat upon holding a public hearing.

The Hearing Examiner's approval of the preliminary plat was on May 13, 2008.

3.3.2 The administrator shall review the Final Plat application to ensure that the application submitted is consistent with the approved preliminary plat. The conditions imposed on the preliminary plat approval must be either completed or shown on plans or the plat prior to any public notice for final plat approval.

The final plat is consistent with the preliminary plat approved by the Hearing Examiner. Conditions of preliminary plat approval have been met or are carried over.

SECTION 4 – DEVELOPMENT STANDARDS

Development standards were reviewed in detail during the preliminary plat approval process and are documented in the preliminary plat Findings of Fact and Decision. Only requested changes have been made to the plat since preliminary plat approval.

CONDOMINIUMS (Section 7 of the Subdivision Ordinance)

7.1 Plat Procedure. The Developer of a condominium project shall submit with the preliminary plat application as required by this Ordinance a copy of the proposed by-laws and condominium declarations of the proposed condominium development. The documents shall adequately provide for the control (including billing where applicable) and maintenance of all common utilities, common area, recreational facilities, and Green Space. The Developer may submit a final plat application

following inspection and approval by the Building Inspector of the footings and setbacks of the condominium building. Prior to final plat approval, the Developer shall submit to the City a copy of the final by-laws and condominium declarations to be recorded with the County Recorder, including the instrument number(s) under which each document was recorded.

Draft CC&Rs have been submitted and address the payment of utilities. The City has not and will not in the future determine the enforceability or validity of the Declaration of Covenants, Conditions, and Restrictions or other private agreements.

- 7.2 Garages. All garages shall be designated on the preliminary and final plats and on all deeds as part of the particular condominium units. Detached garages may be platted on separate sub-lots, provided that the ownership of detached garages is appurtenant to specific condominium units on the condominium plat and that the detached garage(s) may not be sold and/or owned separate from any dwelling unit(s) within the condominium project.**

Garage space is contained within each unit.

- 7.3 Storage/Parking Areas. Condominium projects shall provide parking spaces according to the requirements of Article IX of the Zoning Ordinance.**

The building is 2,368 square feet, requiring three (3) parking spaces for warehouse and storage use; one (1) for every 1,000 gross square feet of building, rounded up to the nearest 1,000. Three (3) parking spaces are proposed. If a different use occupies the building, additional parking may need to be provided, pursuant to Article IX of the Zoning Ordinance.

- 7.4 Construction Standards. All condominium project construction shall be in accordance with the IBC, IRC and IFC.**

Compliance with all applicable construction standards is required by the Building Official prior to issuance of a certificate of occupancy.

- 7.5 General Applicability. All other provisions of this Ordinance and all applicable ordinances, rules and regulations of the City and all other governmental entities having jurisdiction shall be complied with by Condominium developments.**

Upon meeting proposed conditions of approval, the proposed application does not appear to conflict with other provisions.

- 7.6 Conversion. The conversion by subdivision of existing units into Condominiums shall not be subject to Section 4.10 of this Ordinance.**

CONCLUSIONS OF LAW AND DECISION

Based upon the above Findings of Fact, the Council makes the following Conclusions of

Law and Decision:

1. Adequate notice, pursuant to Section 3 of the Hailey Subdivision Ordinance, was given for the public hearing.
2. Upon compliance with the conditions noted below, the application substantially meets the standards of approval set forth in the Hailey Subdivision Ordinance.
3. The application for Final Plat, dated June 17, 2008 is approved by the Hailey City Council, with the following conditions:
 - a) All improvements and other requirements shall be completed and accepted, or surety provided pursuant to Sections 3.3.7 and 5.9.1 of the Subdivision Ordinance, prior to recordation of the final plat.
 - b) All provisions of the Zoning Ordinance #532, including but not limited to use regulations and parking requirements shall continue to be met. Additional parking may also be required upon subsequent change in use, in conformance with Hailey's Zoning Ordinance at the time of the new use.
 - c) The final plat shall be recorded within one year of the date of final plat approval (unless otherwise provided for within a phasing agreement.) The final plat submitted for signature shall conform to the requirements found in Article 50-1301 (et. seq.) of the Idaho Code (as amended) and to the requirements set forth by Blaine County for digital plat submittals. The applicant shall provide the City with a letter-size or ledger-size photocopy of the recorded plat showing the instrument number and date of recordation.
 - d) Any subdivision inspection fees due shall be paid prior to recording the final plat.
 - e) Any applicable development impact fees shall be paid in accordance with Hailey's Development Impact Fee Ordinance.

Approved this _____ day of _____, 2008.

Richard L. Davis, Mayor, City of Hailey

Attest:

Mary Cone, City Clerk

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the _____ day of _____, 2008, I served a true and correct filed copy of the within and foregoing document upon the parties named below, in the manner noted:

- U.S. Mail
- Via Facsimile
- Hand Delivered

CITY OF HAILEY

By _____
Becky Mead, Administrative Assistant

INSTRUCTIONS TO APPLICANT FOR SUBMITTING

FINAL PLAT FOR SIGNATURE

Please be advised that the final plat must be recorded within one (1) year of the date of final plat approval (unless otherwise provided for within a phasing agreement). Final plats not recorded within one (1) year or according to the phasing agreement, will be considered expired and final plat approval shall become null and void.

The Council may extend the deadline for recording the plat upon holding a public hearing. Requests for deadline extension should be submitted to the Planning Director at least two weeks prior to the second or fourth Monday of the month.

In accordance with the City of Hailey Planning Department's application submittal procedures, to submit final plat for signature please schedule an appointment with a planner to go over the items listed in the enclosed checklist.

During your appointment the planner and applicant will go through the checklist to confirm that each item required is present. If required items are missing the applicant should take all of the materials away and schedule another appointment when all missing items are included.

Please note, a statement listing the conditions imposed on the final plat approval, found in the enclosed Findings of Fact, Conclusions of Law and Decision document, with a description of how each has been met must accompany the final plat submitted for signature.

Enclosure: Final Plat for Signature Checklist

FINAL PLAT FOR SIGNATURE - CHECKLIST

City Use Only -

Subdivision Name: _____

Certified Compete by: _____

Date: ____/____/____

The following items must be submitted with the application for the application to be considered complete (✓):

The final plat submitted for signature shall conform to the requirements found in Idaho Code §§50-1301 et seq., as amended, and to the requirements set forth by Blaine County for digital plat submittals. The plat shall also contain the following information:

- ___ The exterior boundary of the subdivision shall be tied to not less than two (2) recognized County or City survey monuments, and the plat shall identify the monuments and other information as necessary to comply with Blaine County's requirements for digital plat submittals.
- ___ All lots shall be numbered by progressive numbers in each block separately; blocks shall also be numbered consecutively throughout all adjoining plats of the same master name.
- ___ The size of each lot shall be shown in both square feet and acres.
- ___ All plat notes required by the Council shall be shown on the face of the plat.
- ___ Upon the back sheet(s), the required forms shall be lettered for the following: Registered Professional Engineer and/or Land Surveyor's "Certificate of Survey"; owner's dedication certificate with Notary Public's Acknowledgment; the approval of the Mayor and Council of Hailey as attested by the City Clerk; approval by the City Engineer and other certificates required by Idaho Code; and acceptance of the plat by the Blaine County Recorder's and Blaine County Treasurer's offices.
- ___ The final plat shall be accompanied by copies of any private restrictions proposed to be recorded for the purpose of providing regulations governing the use, building lines, Green Spaces or any aspect of their development, use and maintenance.
- ___ Any approved Area Development Plan Agreement for contiguous parcels shall be recorded concurrently with the final plat.
- ___ The Planning and Zoning Administrator ensures that any conditions imposed by the Council are met by the applicant prior to signature of the plat sheets for the purpose of recordation. A statement listing the conditions imposed as part of final plat approval, found in the enclosed Findings of Fact, Conclusions of Law and Decision document, with a description of how each has been met must accompany all final plats submitted for signatures. Please do not drop off plat sheets for signature without this information.
- ___ In lieu of actual construction, the applicant may provide to the City such security as may be acceptable to the City, in a form and in an amount equal to the cost of the engineering and the improvements not previously installed by the Developer, plus fifty percent (50%), which security shall fully secure and guarantee completion of the required improvements within a period of one (1) year from the date the security is provided. If any extension of the one year period is granted by the City, each additional year, or portion of each additional year, shall require an additional twenty percent (20%) to be added to the amount of the original security initially provided. The applicant should contact the City Engineer regarding the procedure for providing security.

