

Mary Cone

From: Heather Dawson
Sent: Tuesday, August 04, 2009 1:39 PM
To: Mary Cone
Cc: Ned Williamson
Subject: FW: Letter of support for US DOT Small Communities Air Service Grant
Attachments: Sample letter - Mayor (2).doc

Importance: High

This would have to go onto the Council's August 10th agenda for council approval. Mary – you will want to get it signed at the meeting if the council's intent is to make the deadline. HD

From: Rick Davis [mailto:rdavis@sunvalleytitle.com]
Sent: Tuesday, August 04, 2009 12:21 PM
To: Carol Brown (E-mail); Don Keirn; Fritz Haemmerle; Martha Burke; Ned Williamson
Cc: Heather Dawson; Ned Williamson
Subject: FW: Letter of support for US DOT Small Communities Air Service Grant
Importance: High

Since there was no way we can help monetarily with MRGs I believe a letter like the one attached in support of the grant would be appropriate.

Rick



Rick Davis
Client Relations
Sun Valley Title Company
208.727.7728
800.488.9341
208.726.9341

-----Original Message-----

From: Carol Waller [mailto:CWaller@visitsunvalley.com]
Sent: Tuesday, August 04, 2009 10:13 AM
To: Wayne Willich; Randy Hall; Jon Anderson; Rick Davis; Richard Baird; Lawrence Schoen
Cc: Nichole; Ron McNeill; Deb Fox; Dewayne Briscoe; Dewayne Briscoe; Dick Fenton; donidaho@cox.net; Jack Sibbach; JIm Perkins/BC Pilots Assn; Jim Spinnelli/Hailey Chamber; Laneta Hansen/Carey; lenhartig@cox.net; mmcmec@cox.net; Mike Rasch/Atlantic Aviation; Shaun Mahoney/Bellevue
Subject: Letter of support for US DOT Small Communities Air Service Grant
Importance: High

Fly Sun Valley Alliance and the Friedman Memorial Airport are in the process of submitting a Small Communities Air Service Development Program Grant for a 2 year program that we help us increase the amount of marketing support for the sustainability of the Horizon flights to Seattle, at least seasonally and hopefully to return year-round. You may recall that in 2003 we successfully submitted and received a \$600,000 grant to initiate daily non-stop service from LAX through an MRG with Horizon, and although the economy has changed the operating dynamics of airlines dramatically over the past 2 years, we have still managed to hang on to this service, albeit with renewed MRG requirements. The year-round Seattle service that our community has had for over 20 years has now become only seasonal, and only with an MRG

requirement for its continuing economic sustainability. It is our expectation that with additional marketing into the Seattle area, we can renew interest and use of this service and eventually return it to sustainability year-round.

As part of the grant, which is due on August 28 putting us a bit under the gun, we are compiling letters of support from both the public and private sector. Included is a sample that we ask you to customize from your city/county, put on your agency letterhead and email a signed copy to Nichole Britt (nbritt@visitsunvalley.com) BY TUESDAY AUGUST 11th.

Thank you very much for your continuing support of air service efforts in our valley.

Carol Waller
Executive Director
Sun Valley/Ketchum CVB
PO Box 2420
Sun Valley, ID 83353
208-725-2111 (work)
208-720-3965 (cell)
208-726-4533 (fax)

115 MAIN STREET SOUTH, SUITE H
HAILEY, IDAHO 83333

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

August 10, 2009

Christa Fornarotto
Acting, Assistant Secretary for Aviation & International Affairs, X-1
U.S. Department of Transportation
1200 New Jersey Ave, SE W88-324
Washington, DC 20590

Subject: Small Community Air Service Development Program
Docket DOT-OST-2009-0149
Friedman Memorial Airport
Sun Valley, Idaho (SUN)

Dear Ms. Fornarotto:

As the Mayor of the City of Hailey, and a frequent air traveler, I strongly support the air service proposal detailed in the subject Small Community Air Service Development Program grant application. Horizon Air has agreed to schedule winter and summer seasonal service to Seattle, WA, during 2010 along with new service to Boise, ID. This is a last ditch effort to preserve air service to Seattle and unless service improves we will lose access to this important market in the future.

Air service is critical to this region and supports the local economy. Continued growth depends, in part, on our ability to meet the air travel needs of existing local businesses as well as attracting visitors to Sun Valley. Acquiring and retaining commercial air service is critical to our economy. The proposed plan will do this by building the Seattle market to levels necessary to support air service.

We appreciate the opportunity that the Small Community Air Service Development Program provides for communities like ours. Please call if I can be of further assistance.

Sincerely,

Richard L. Davis
Mayor

AGENDA ITEM SUMMARY

DATE: 08/10/09 DEPARTMENT: Public Works DEPT. HEAD SIGNATURE: _____

SUBJECT:

Request approval for a Night of Music in Hailey Special Event on 08/17/09 at downtown businesses.

AUTHORITY: ID Code _____ IAR: _____ City Ordinance/Code Chapter 12.14
(IF APPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Special Event Heads approved with no further recommendations/conditions.

FOLLOW-UP REMARKS:



SPECIAL EVENT PERMIT APPLICATION

I. EVENT NAME: NIGHT OF MUSIC IN HAILEY

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

III. EVENT SCHEDULE

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

Date(s) of Event	Hours		Estimated # of Attendees
	8-17-09	Start Time: 5PM	End Time: 10PM
	Start Time:	End Time:	One Hour Interval: All Day:
Date of Set-Up			
	Start Time:	End Time:	
Date of Tear Down			
	Start Time:	End Time:	

IV. FEES

Special Event Permit Application Fee	\$125	<input checked="" type="checkbox"/>	<u>125.00</u>
Per Day Park Rental Fee	\$200	<input type="checkbox"/>	_____
Security Deposit	\$500	<input type="checkbox"/>	<u>ON FILE</u>
Tax (on park rental fees only)	6%	<input type="checkbox"/>	_____
TOTAL DUE			_____
Additional Deposit Required		<input type="checkbox"/>	_____

V. ORGANIZATION INFORMATION

Applicant's Name: JIM SPINELLI Title: EXEC. DIR.

Mailing Address: PO 100 HAILEY Zip Code: 83333

Street Address: 309 S. MAIN ST. City: HAILEY State: ID

Day Telephone: 788-3484 Evening Telephone: 481-1112

FAX Number: 578-1595 E-Mail Address: info@haileyidata.com

Applicant Driver's License #: DA123275E
Sponsoring Organization: HAILEY CHAMBER OF COMMERCE
Non-Profit: Yes No Tax Exempt #: _____
Federal Tax #: 82-0420093 State Tax #: _____

VI. EVENT INFORMATION

New Event: Yes _____ No Annual Event: Yes No _____ Years Operating 2
Event Category: Commercial Noncommercial
Estimate of Gross Ticket Sales & Revenues (commercial event only): 0

Description of Event:
LOCAL MUSICIANS WILL BE PAIRED w/ RESTAURANTS & BUSINESS FOR MUSIC ENTERTAINMENT - SOME WILL BE OUTSIDE AND AMPLIFIED. MOSTLY ON MAIN ST.

Additional Details:
I WILL SUBMIT A LIST OF PARTICIPANTS BEFORE EVENT DAY.

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: PHILADELPHIA Agent Name: BISSETT
Address: ON FILE Phone: _____

HOLD HARMLESS CLAUSE

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

(Attach any additional pages as needed)

SPECIAL EVENT ACTIVITIES & CITY SERVICES REQUESTED

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

Yes	No	Check all Planned Activities	Yes	No	Check all Planned Activities
	✓	Street Closures & Access / Parade Detailed map listing areas of closure, parade route is required. An ITD permit is required for Main Street.		✓	Alcohol Served (Free of Charge) (name of provider)
			✓		Alcohol Sold <i>AT RESTAURANTS</i> Requires Alcohol Beverage Catering Permit (Hailey Code 5.13)
	✓	Street Closures & Access /Parade require your Event Coordinator to notify all affected businesses, churches schools and neighborhoods		✓	Food/Beverages will be served (List Caterers):
#	✓	Canopies/Tents/Membranes/Temporary Structures (Number & Size(s)) City of Hailey Fire Department, Fire Code Enforcement <i>FEW</i>	#	✓	Vendors items sold/ solicitation
	✓	Medical Services (Circle) First Aid and/or EMS Services Who is providing services? _____			
#	✓	Security (detail who, number of officers, times. Attach plan)	#	✓	Booths: Profit / Non-Profit
	✓	Traffic Control / Shuttle Buses (Number of buses / locations / hours of operation, attach plan.)		✓	Lighting plan: attach plan
#	✓	Electricity / Generators (Size _____) Attach detailed electrical plan.		✓	Activities / Entertainment (Agenda) Other equipment or entertainment
				✓	Signs or Banners: sign permit may be required by the City Planning and Zoning Department
	✓	Water Drinking / Washing (circle)	✓		Stages (Number and Size(s)) <i>K B I S / OUTSIDE</i>
	✓	Gray Water Barrel / Grease Barrel (circle /detail # and locations)	#	✓	Barricades. How many <i>VINTAGE CYPSE</i> identify locations and attach logistics map
	✓	Sanitation -Trash bins, Dumpsters, Recycle (circle /detail # and locations)	#		EVENT estimated attendance
#	✓	Porta Toilets / Wash Stations (Quantity ADA Regular)	#	2	Number of staff working event
			#	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: *[Signature]* Date: 5-19-09

AGENDA ITEM SUMMARY

DATE: 08/10/09 DEPARTMENT: Public Works DEPT. HEAD SIGNATURE: _____

SUBJECT:

Request approval for Relay for Life Special Event on 08/14/09 at WRHS Track.

AUTHORITY: ID Code _____ IAR _____ City Ordinance/Code Chapter 12.14
(IF APPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Special Event Heads approved with no further recommendations/conditions.

FOLLOW-UP REMARKS:



SPECIAL EVENT PERMIT APPLICATION

I. EVENT NAME: Reby For Life (American Cancer Society)

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

Wood River High School Track

III. EVENT SCHEDULE

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

Date(s) of Event	Hours		Estimated # of Attendees
<u>Aug 14, 2009</u>	Start Time: <u>5pm</u>	End Time:	One Hour Interval: All Day: <u>200</u>
<u>Aug 15, 2009</u>	Start Time: <u>9am</u>	End Time:	One Hour Interval: All Day: 75 <u>75</u>
Date of Set-Up	<u>Aug 14, 2009</u>		
<u>Aug 14</u>	Start Time: <u>noon</u>	End Time:	
Date of Tear Down	<u>Aug 15, 2009</u>		
<u>Aug 15</u>	Start Time: <u>noon</u>	End Time: <u>noon</u>	

IV. FEES

Special Event Permit Application Fee	\$125	<input type="checkbox"/>	<u>125⁰⁰</u>
Per Day Park Rental Fee (Waived for non-profits)	\$500	<input type="checkbox"/>	<u>/</u>
Security Deposit	\$500	<input type="checkbox"/>	<u>/</u>
Tax (on park rental fees only)	6%	<input type="checkbox"/>	<u>/</u>
TOTAL DUE			<u>125⁰⁰</u>
Additional Deposit Required		<input type="checkbox"/>	<u>125⁰⁰</u>

V. ORGANIZATION INFORMATION

Applicant's Name: Robin Crothy Title: coordinator

Mailing Address: 861 Deerfield Dr., Hailey Zip Code: 83333

Street Address: same City: _____ State: _____

Day Telephone: 788-4221 ext 15 Evening Telephone: 788-1380

FAX Number: 788-2924 E-Mail Address: mrjtc64@gmail.com

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 setup, canopies, stages, vendors, booths and any other major services or activities planned

Yes	No	Check all Planned Activities	Yes	No	Check all Planned Activities
	✓	Street Closures & Access / Parade Detailed map listing areas of closure, parade route is required. An ITD permit is required for Main Street.		/	Alcohol Served (Free of Charge) (name of provider)
				/	Alcohol Sold Requires Alcohol Beverage Catering Permit (Hailey Code 5.13)
	✓	Street Closures & Access /Parade require your Event Coordinator to notify all affected businesses, churches schools and neighborhoods		/	Food/Beverages will be served (List Caterers):
#	✓	# 4 - 10x10 3 10x20 Canopies/Tents/Membranes/Temporary Structures (Number & Size(s)) City of Hailey Fire Department, Fire Code Enforcement	#	/	Vendors items sold/ solicitation
	✓	Medical Services (Circle) First Aid and/or EMS Services Who is providing services? _____			
#	✓	Security (detail who, number of officers, times. Attach plan) <i>N/A</i>	#	✓	Booths: Profit / Non-Profit
	✓	Traffic Control / Shuttle Buses (Number of buses / locations / hours of operation, attach plan.) <i>N/A</i>			Lighting plan: attach plan <i>school football field lights</i>
#	✓	Electricity / Generators (Size <i>N/A</i>) Attach detailed electrical plan.			Activities / Entertainment (Agenda) Other equipment or entertainment <i>bands</i>
				/	Signs or Banners: sign permit may be required by the City Planning and Zoning Department
	✓	Water <u>Drinking</u> / Washing (circle) <i>N/A</i>			Stages (Number and Size(s)) <i>1</i>
	✓	Gray Water Barrel / Grease Barrel (circle/detail # and locations) <i>N/A</i>	#	✓	Barricades. How many identify locations and attach logistics map
	✓	Sanitation <u>Trash bins</u> Dumpsters, Recycle (circle/detail # and locations) <i>N/A</i>	#		EVENT estimated attendance <i>200</i>
#	✓	Porta Toilets / Wash Stations (Quantity ADA Regular) <i>N/A</i>	#		Number of staff working event <i>10</i>
			#		Number of volunteers working <i>10</i>

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: *Bobin Crout*

Date: *7/24/09*

Applicant Driver's License #: FA104508H
 Sponsoring Organization: American Cancer Society
 Non-Profit: Yes No Tax Exempt #: _____
 Federal Tax #: _____ State Tax #: _____

VI. EVENT INFORMATION

New Event: Yes _____ No Annual Event: Yes No _____ Years Operating 15
 Event Category: Commercial Noncommercial
 Estimate of Gross Ticket Sales & Revenues (commercial event only): 0
 Description of Event: Relay for Life. Teams will be walking around the track all night to raise money for cancer research.
 Additional Details: There will be a band and dance from 7pm to 10pm. Then piano music + singing all night. Music will be kept inside the football field after 10pm.

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.

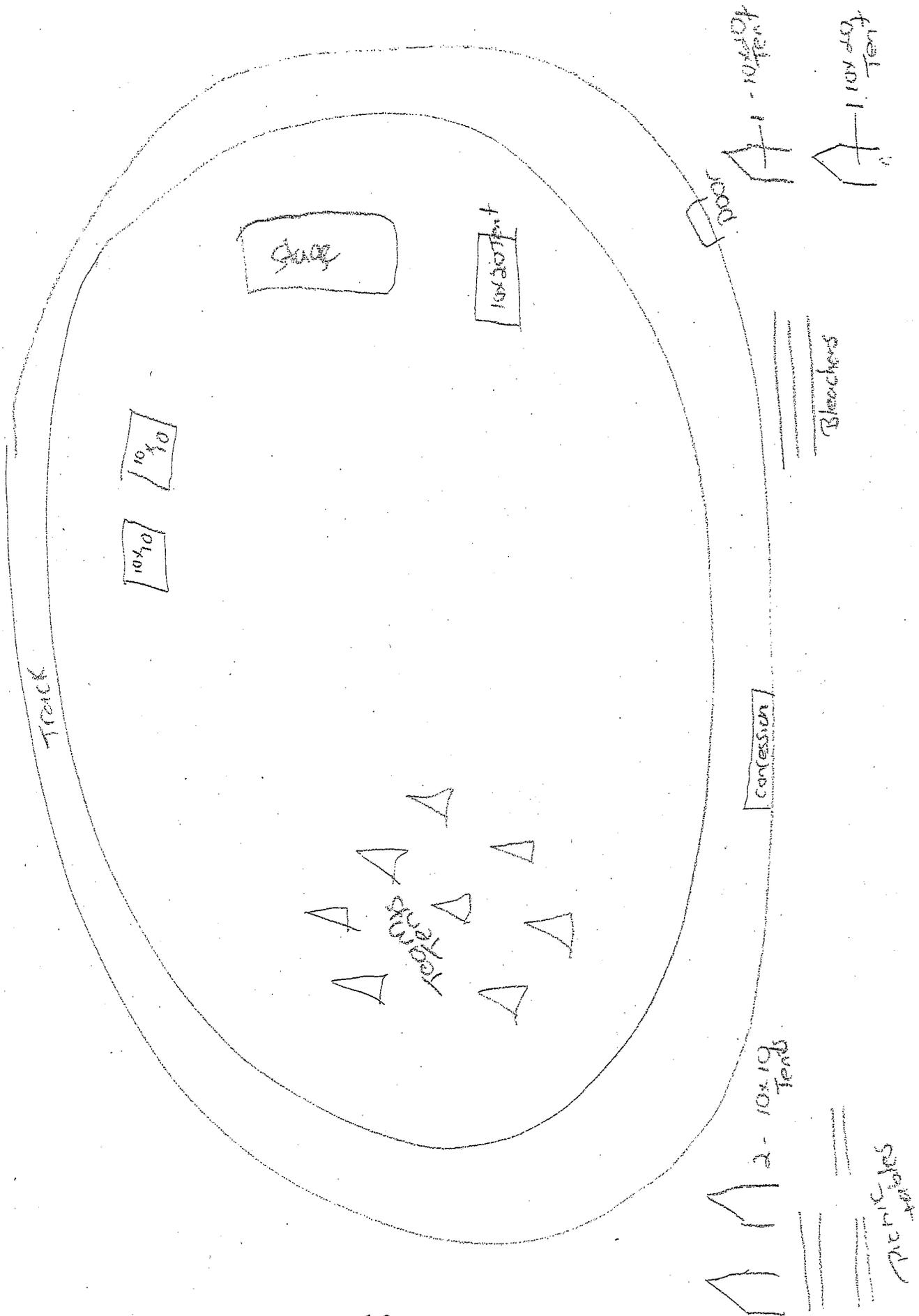
Insurance Company: BCSD BBD - has the insurance from the American Cancer Society. Agent Name: _____

Address: _____ Phone: _____

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 therefrom, 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)



AGENDA ITEM SUMMARY

DATE: August 10, 2009 DEPARTMENT: Planning

DEPT. HEAD SIGNATURE: 

SUBJECT: Annexation Application Review Agreement - Colorado Gulch

AUTHORITY: ID Code _____ IAR _____ City Ordinance/Code Title 14
(IFAPPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

Hailey Municipal Code Title 14, Annexation Procedures requires an applicant to pay for city staff time on an hourly basis, to review and comment on the application, to assist and prepare any fiscal impact required for an annexation and to prepare any necessary reports and findings. If the applicant fails to pay the city fees on a timely basis, the City is authorized to suspend or if deemed appropriate, terminate the processing of the annexation application.

The annexation application review agreement is attached for your consideration. The agreement has been review by the City Attorney.

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IFAPPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Review and approve the annexation application review agreement and authorize the mayor to sign.

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)

FEB 19 2008

ANNEXATION REVIEW AGREEMENT

THIS ANNEXATION REVIEW AGREEMENT ("Agreement") is made and entered into this _____ day of January, 2008, by and between Hartland Development Co., LLC, an Idaho limited liability company ("Owner"), and the City of Hailey, a political subdivision of the state of Idaho ("Hailey").

RECITALS

A. The Owner holds an interest in certain real property consisting of 21.81 acres west of Airport West Subdivision and south of Della View Subdivision located in Blaine County, State of Idaho ("Real Property"), for which the Owner has submitted a request for annexation to Hailey for a subdivision consisting of residential lots under the name of Colorado Gulch ("Project"). At the time filing the request for annexation, the Owner submitted a non-refundable application fee in the amount of \$1,789.61. The application fee includes a base fee of \$1,250 plus \$15 per developable acre, for a total of \$1,577.15 ("Application Fee") and an additional \$120 for three publications and \$92.46 for mailing costs.

B. Pursuant to Chapter 14.01 of the Hailey Municipal Code, the Owner and Hailey must enter into an agreement in which the Owner will pay for city staff time on an hourly basis, to review and comment on the application, to assist in the preparation of and/or prepare any fiscal impact or related study required for an annexation, and to assist in the preparation of and/or prepare any necessary documents, agreements, ordinances, surveys, reports and findings ("Staff Services").

C. In order for Hailey to properly consider whether to annex the Real Property and approve the Project, and the terms and conditions thereof, Hailey may deem it advisable and Owner agrees, for Hailey to retain independent professional consultants, services (including services by representatives of the Blaine County Housing Authority) and studies to assist and advise Hailey in long-range planning of land uses, infrastructure, services, finances, as well as the impacts, costs and mitigation of the proposed annexation and Project ("Consulting Services").

D. The Owner is willing to fund such Consulting Services and Staff Services with the understanding that by accepting such financial assistance, Hailey is not contracting with or representing to the Owner that Hailey will ultimately decide to annex the Real Property or approve the Project.

E. Hartland Development Company, LLC ("Hartland") is an Idaho limited liability company. Jeff Pfaeffle is a member of Hartland and has authority to execute this Agreement on behalf of Owner.

F. Subject to the terms and conditions of this Agreement, the parties desire to enter into this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the promises and agreements contained herein, the Owner and Hailey hereby agree as follows:

1. Annexation Review Costs and Fees.

A. Hailey shall process and review the application for annexation of the Real Property and may employ third party consultants to assist in the review of the Owner's request for annexation of the Real Property. The Owner shall pay for reasonably incurred Staff Services on an hourly basis in accordance with the following rates:

Planning Department	\$ 50/hour
Public Works/Streets Department	50/hour
Fire Department	50/hour
Building Department	50/hour
Finance Department	50/hour
City Engineer	60/hour
City Attorney	150/hour
Support Staff	30/hour

The Owner shall pay for Consulting Services in accordance with the payment schedule agreed upon by the City and any third party consultant.

B. Upon the execution of this Agreement, the Owner shall deposit Twenty Thousand and no/100 Dollars (\$20,000.00) into a separate Hailey interest bearing account (the "Account"). The Application Fee shall first be the source and then the Account shall be the source of the funds to pay and/or reimburse Hailey for Staff Services and Consulting Services and reimburse the City the costs as set forth in this Agreement. If the funds in the Account are ever less than Ten Thousand and no/100 Dollars (\$10,000.00), upon fifteen days written notice by Hailey to Owner, the Owner shall pay Hailey such additional funds to maintain the Account at Twenty Thousand and no/100 Dollars (\$20,000.00) which shall be placed into the Account and used by Hailey as set forth in this Agreement.

C. If after Hailey's final decision whether to annex the Property or approve the Project, if there is money left in the Account, the principal amount plus any accrued interest shall be returned to the Owner, and if the costs of the services exceed the amount in the account, the Owner shall pay such additional sum to Hailey within fifteen (15) days of Hailey's written request to the Owner.

D. The Consulting Services and Staff Services include, without limitation, the following:

(i) engineering with regard to water and sewer systems and traffic, impacts and improvements by the city engineer and other engineering consultants;

(ii) legal services by the city attorney and other legal consultants which shall include, without limitation, the drafting of all ordinances, amendments to existing ordinances, agreements, as well as attending meetings, research and other services and time spent with regard to the requested annexation and the Project;

(iii) long range planning, fiscal and needs analyses of city services, infrastructure and departments and analysis of demands, impacts, costs and mitigation thereof, including the fiscal impact conducted pursuant to Section 14.01.090(B) of the Hailey Municipal Code;

(iv) review by all applicable Hailey staff personnel with regard to the impacts of the Project on city services; and

(v) review of the community housing proposal by all applicable Hailey staff personnel and Blaine County Housing Authority.

E. Hailey shall provide the Owner copies of all invoices for the costs of all Consulting Services and invoices for Staff Services with a general itemization of the service performed and the time spent on the service paid from the account.

F. A scope of work for the Consulting Services shall be provided to Owner before submission to any third party consultant. Owner only has the right to comment on the scope of work. Once a third party consultant has been selected, Hailey shall provide to the Owner an estimate of costs for the third party consultant.

2. Direct Out-of-Pocket Costs. All costs of publication, copying, travel expenses, lodging and other direct out-of-pocket costs reasonably incurred by Hailey with regard to the requested annexation shall be paid for by Hailey from the Account.

3. Costs of Specific Applications. The amount paid by the Owner to Hailey under this Agreement shall be in addition to any sums required by the ordinances of Hailey to file, review and process any specific land use application, including without limitation, preliminary subdivision applications or permits for the Project or any portion thereof.

4. Miscellaneous Provisions.

A. Attorney's Fees. In the event of any dispute with regard to the interpretation or enforcement of this Agreement, the prevailing party shall be entitled to recover his/her reasonable costs and attorneys' fees incurred therein, whether or not a lawsuit is actually filed, and on any appeals, and in any bankruptcy proceeding.

B. Notices. Notice under this Agreement shall be in writing and shall be effective when actually delivered. If mailed, notice shall be deemed effective 48 hours after mailing as registered or certified mail, postage prepaid, directed to the other party at the address set forth below or such other address as the party may indicate by written notice to the other:

Hailey:

City of Hailey
115 Main Street South
Hailey, ID 83333

with a copy to:

Ned C. Williamson
Williamson Law Office, PLLC
115 Second Avenue South
Hailey, ID 83333

Owner:

Stevens Family Ranch, LLC
4644 Lincoln Blvd, Ste 552
Marina Del Rey, CA 90292

with a copy to:

Hartland Development Company, LLC
PO Box 420
Ketchum, ID 83340

C. Entire Agreement. This Agreement contains the entire understanding between and among the parties and supersedes any prior understandings and agreements among them respecting the subject matter of this Agreement.

D. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Idaho.

E. Number and Gender. The term "Owner" is herein without regard to the number or gender of the persons constituting such party. Whenever any gender or neuter term is used herein, such term shall be construed to include the masculine, feminine and neuter and shall include any party whether male, female or partnership or other entity as may be appropriate. Whenever a singular term is used herein it shall include the plural, and whenever a plural term is used herein it shall include the singular.

F. Titles and Captions. All article, section and paragraph titles or captions contained in this Agreement are for convenience only and shall not be deemed part of the context nor affect the interpretation of this Agreement.

G. Agreement Binding. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

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

I. Presumption. This Agreement or any section thereof shall not be construed against any party due to the fact that this Agreement or any section thereof was drafted by said party.

J. Recitals Incorporated. The recitals set forth in this Agreement are hereby incorporated herein by reference.

K. Facsimile. Facsimile transmission of any signed original document and retransmission of any signed facsimile transmission shall be same as delivery of the original.

L. Authority. Each signatory agrees that he or she has full authority and consent to sign this Agreement.

M. Police Powers. Except as otherwise expressly provided herein, nothing contained herein is intended to limit the police powers of Hailey or its discretion in review of subsequent applications regarding development of the Real Property. This Agreement shall not be construed to modify or waive any law, ordinance, rule, or regulation not expressly provided for herein, including, without limitation, applicable building codes, fire codes, Hailey's Zoning Ordinance, Hailey's Subdivision Ordinance, and Planned Unit Development requirements for the Real Property.

IN WITNESS WHEREOF, the Owner and Hailey have executed this Annexation Review Agreement on the day and year first written above.

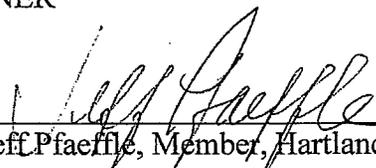
CITY OF HAILEY

By _____
Richard L. Davis, Mayor

ATTEST:

By _____
Heather Dawson, City Clerk

OWNER

By  _____
Jeff Pfaeffle, Member, Hartland Development
Company, LLC

AGENDA ITEM SUMMARY

DATE: 8/10/2009 DEPARTMENT: Police DEPT. HEAD SIGNATURE: Jeff Gunter

SUBJECT:

Motion to approve and authorize the Mayor to sign the COPS Hiring Recovery Program (CHRP) grant. This grant application was ratified by council during the April 13, 2009 meeting.

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

The Hailey Police Department was awarded a grant from Department of Justice to replace one patrolman position which had been eliminated due to budget cuts.

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

The grant fully funds 1 officer position for three years, 36 months for a total funding of \$193,186. One condition that is required when accepting this grant is that the City will keep this position for an additional 12 months at the conclusion of the 36 months of federal funding.

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:

If acceptable, motion to approve and authorize Mayor to sign the Award Document.

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)



U.S. Department of Justice
Office of Community Oriented Policing Services (COPS)

Office of the Director
1100 Vermont Avenue, N.W.
Washington, DC 20530

July 28, 2009

Chief Jeff Gunter
Hailey Police Department
115 South Main Street
Suite C
Hailey, ID 83333

Re: COPS Hiring Recovery Program Grant # 2009RKWX0307
ORI#: ID00703

Dear Chief Gunter:

Once again, I would like to congratulate you on receiving a COPS Hiring Recovery Program (CHRP) award. Your award is for 1 officer positions and \$193,186 in federal funds over a three-year grant period. Your agency may now begin hiring or rehiring officers to fill CHRP grant-funded positions.

Enclosed in this package is your grant award. **The Award Document must be signed and returned to the COPS Office within 90 days to officially accept your grant.** The Frequently Asked Questions (FAQ) document included in this package should be helpful in answering any questions you may have about accepting your award, or requesting additional time to do so. Beginning on the reverse side of your Award Document, you will find a total of three pages of CHRP Grant Terms and Conditions. You should read and familiarize yourself with all 16 terms and conditions that apply to your CHRP award.

A supplemental online award package for CHRP grantees can be found at <http://www.cops.usdoj.gov/Default.asp?Item=2271>. We strongly encourage you to visit this site immediately to access a variety of important and helpful documents associated with your award, including the CHRP Grant Owner's Manual, which specifies the terms, conditions, and requirements of your grant. Also, within a few weeks you should receive an important package from the Office of the Chief Financial Officer, Office of Justice Programs, which will contain the forms and instructions necessary to begin drawing down funds for your grant.

As mentioned at the time of announcement, each CHRP application was subject to a thorough review, and some of your application information may have been updated or corrected from the original version submitted to COPS. If you have not yet done so, please access your application at <http://www.cops.usdoj.gov/Default.asp?Item=464>, and print and maintain a final copy for your records (if you are unable to print a copy of your application, please contact the COPS Office at 800.421.6770).

The Financial Clearance Memorandum (FCM) and Final Funding Memorandum (FFM) included in this package reflect allowable costs and amounts under your award. The FCM specifies the amount of COPS Hiring Recovery Program funds awarded to your agency for officer salaries and

approved benefits, while the FFM contains the final officer salary and fringe benefit categories and amounts for which your agency was approved. Please review both documents carefully, as your agency may only be reimbursed for the amounts and approved cost categories indicated.

As a reminder, under CHRP all positions awarded (or an equal number of veteran officers) must initiate or enhance community policing in accordance with the community policing plan as described within Section 5 of your application. If for any reason your agency finds that your community policing plans have significantly changed from those outlined in your application (e.g., because you received fewer officers than originally requested and thus must alter the scope of your community policing plans), please revise the plan accordingly and submit it to the COPS Office for review and approval. You should also contact the COPS Office if, for any reason, you need to modify your grant award. This includes any reallocation of your awarded positions across the three primary hiring categories (i.e., new hires, rehires of officers laid off pre-application, and rehires of officers laid off or scheduled to be laid off post-application).

As explained at the time of grant application, there are significant reporting requirements on the use of CHRP funds. In addition to quarterly financial and programmatic progress reports submitted to the COPS Office, CHRP grantees are also required to submit quarterly Recovery Act reports within 10 days after the end of each calendar quarter to www.FederalReporting.gov. These Recovery Act reports will be made available to the public on www.Recovery.gov. All grantees must be registered as authorized users prior to submitting reports to www.FederalReporting.gov. The registration function on www.FederalReporting.gov will be available no later than August 26, 2009. Please note that registration with this website also requires users to be registered with the Central Contractor Registration (CCR) and have a Dun & Bradstreet Data Universal Numbering System (DUNS) number. Registering with CCR and obtaining a DUNS number take additional processing time, so your agency should take immediate steps to meet these requirements in advance of registration with www.FederalReporting.gov. For additional information on CCR and DUNS, please refer to the CHRP Grant Owner's Manual at <http://www.cops.usdoj.gov/Default.asp?Item=2270>.

Finally, please remember that grantees must retain all sworn officer positions awarded under the CHRP grant for a minimum of 12 months following the 36-month federal funding period. The retained CHRP-funded position(s) should be added to your law enforcement budget with state and/or local funds, over and above the number of locally-funded positions that would have existed in the absence of the grant. In your CHRP grant application, your agency was required to affirm that it plans to retain the additional officer positions awarded following the expiration of the grant, and to identify the planned sources of retention funding. If, during the life of the grant, you have questions regarding the retention requirement or your retention funding sources, please contact the COPS Office for assistance.

Once again, congratulations on your CHRP award. If you have any questions about your grant, please do not hesitate to call the COPS Office Response Center at 800.421.6770.

Sincerely,



David M. Buchanan
Acting Director



**U. S. Department of Justice
Community Oriented Policing Services
Grants Administration Division
COPS Hiring Recovery Program**



Treasury Account Symbol (TAS) 15-0910-0412

Grant #: 2009RKWX0307

ORI #: ID00703

Applicant Organization's Legal Name: Hailey Police Department

OJP Vendor #: 356000195

DUNS#: 169191517

Law Enforcement Executive: Chief Jeff M. Gunter

Address: 115 South Main Street

Suite C

City, State, Zip Code: Hailey, ID 83333

Telephone: (208) 788-3531

Fax: (208) 788-6566

Government Executive: Mayor Richard Davis

Address: 115 South Main Street

City, State, Zip Code: Hailey, ID 83333

Telephone: (208) 788-4221

Fax: (208) 788-2924

Award Start Date: 7/1/2009

Award End Date: 6/30/2012

Full Time Officers Funded: 1

New Hires: 0

Rehires - Pre-Application Layoffs: 1

Rehires - Post-Application Layoffs: 0

Award Amount: \$ 193,186.00

JUL 7 2009

David Buchanan
Acting Director

Date

By signing this Award Document, the grantee agrees to abide by all 16 Grant Terms and Conditions on the reverse side of this document and the attached pages:

Signature of Law Enforcement Official with the Authority to Accept this Grant Award

je Jeff Gunter Chief
Typed Name and Title of Law Enforcement Official

8-4-09
Date

Signature of Government Official with the Authority to Accept this Grant Award

Richard L. Davis - Mayor
Typed Name and Title of Government Official

Date

False statements or claims made in connection with COPS grants may result in fines, imprisonment, debarment from participating in federal grants or contracts, and/or any remedy available by law to the Federal Government.

Award ID:
87819

U. S. Department of Justice
Office of Community Oriented Policing Services
COPS Hiring Recovery Program Grant Terms and Conditions

By signing the Award Document to accept this COPS Hiring Recovery Program (CHRP) grant, the grantee agrees to abide by the following grant terms and conditions:

1. The grantee agrees to comply with the terms and conditions in this COPS Hiring Recovery Program Grant Owner's Manual; COPS statute (42 U.S.C. §. 3796dd, et seq.); 28 C.F.R. Part 66 or 28 C.F.R. Part 70 as applicable (governing administrative requirements for grants and cooperative agreements); 2 C.F.R. Part 225 (OMB Circular A-87), 2 C.F.R. Part 220 (OMB Circular A-21), 2 C.F.R. Part 230 (OMB Circular A-122) and 48 C.F.R. Part 31.000 et seq. (FAR 31.2) as applicable (governing cost principles); OMB Circular A-133 (governing audits); American Recovery and Reinvestment Act (Recovery Act) of 2009, P.L.111-5; representations made in the COPS Hiring Recovery Program grant application; and all other applicable program requirements, laws, orders, regulations, or circulars.
2. The grantee agrees to comply with the Assurances and Certifications forms that were submitted as part of its COPS Hiring Recovery Program application.
3. The funding under this project is for the payment of approved full-time entry-level sworn officer salaries and fringe benefits over three years (for a total of 36 months of funding) for new or rehired additional, career law enforcement officer positions, hired on or after the award start date. The Financial Clearance Memorandum included in your award packet specifies the costs that the grantee is allowed to fund with your CHRP award. It will also describe any costs which have been disallowed after review of your proposed budget. The grantee may not use CHRP funds for anything not identified as allowable in the Financial Clearance Memorandum.
4. CHRP grant funds may not be used to replace state or local funds (or, for tribal grantees, Bureau of Indian Affairs funds) that would, in the absence of federal aid, be made available for hiring and/or rehiring full-time career law enforcement officer positions.
5. At the time of grant application, the grantee committed to retaining all CHRP officer positions awarded with state and/or local funds for a minimum of 12 months at the conclusion of 36 months of federal funding for each position, over and above the number of locally-funded positions that would have existed in the absence of the grant. You cannot satisfy the retention requirement by using CHRP positions to fill vacancies from attrition.
6. The grantee may request an extension of the grant award period to receive additional time to implement the grant program. Such extensions *do not* provide additional funding. Only those grantees that can provide a reasonable justification for delays will be granted no-cost extensions. Reasonable justifications may include delays in hiring COPS-funded positions, officer turnover, or other circumstances that interrupt the 36-month grant funding period. An extension allows the grantee to compensate for such delays by providing additional time to complete the full 36 months of funding for each position awarded. Extension requests must be received prior to the end date of the award, as extension requests received after an award has expired will be approved only under very limited circumstances.
7. During the CHRP grant award period, it may become necessary for an agency to modify its CHRP grant award due to changes in an agency's fiscal or law enforcement situation. For instance, modification requests should be submitted to the COPS Office when an agency determines that it will need to shift officer positions awarded in one hiring category into a different hiring category or reduce the total number of positions awarded. Grant modifications under CHRP are evaluated on a case-by-case basis. All modification requests must be approved, in writing, by the COPS Office prior to their implementation. In addition, please be aware that the COPS Office will not approve any modification request that results in an increase of federal funds.
8. The COPS Office may conduct monitoring or sponsor national evaluations of the COPS Hiring Recovery Program. The grantee agrees to cooperate with the monitors and evaluators.
9. To assist the COPS Office in the monitoring of your award, the grantee agrees to submit quarterly programmatic progress reports and quarterly financial reports in addition to any reports required by the Recovery Act. The grantee also agrees to submit all requested reports in a timely manner.
10. The COPS Office performs various functions to ensure compliance with all grant requirements, to assess the implementation of community policing in awarded jurisdictions, and to provide technical assistance to grantees. Grant monitoring activities are routine during the grant period and may occur up to three years following the official closure of the grant award. These functions, and others, often require the production of grant-related documentation and other materials. As a COPS CHRP grantee, you agree to cooperate with any such requests for information.
11. The grantee agrees to comply with the federal regulations pertaining to the development and implementation of an Equal Employment Opportunity Plan (28 C.F.R. Part 42 subpart E). For assistance, grantees should consult the Office of Justice Programs, Office for Civil Rights website at www.ojp.usdoj.gov/about/ocr/eeop.htm.
12. The grantee agrees to complete and keep on file, as appropriate, a Bureau of Citizenship and Immigration Services Employment Eligibility Verification Form (I-9). This form is to be used by recipients of federal funds to verify that persons are eligible to work in the United States.
13. All newly hired, additional officers (or an equal number of redeployed veteran officers) funded under CHRP must engage in community policing activities. Community policing activities to be initiated or enhanced by the grantee were identified and described in your CHRP grant application, with reference to each of the following elements of community policing: a) community

U. S. Department of Justice
Office of Community Oriented Policing Services

COPS Hiring Recovery Program Grant Terms and Conditions

partnerships and support; b) related governmental and community initiatives that complement the grantee's proposed use of CHRP funding; and c) how the grantee will use the funds to reorient its mission or enhance its commitment to community policing.

14. Grantees that provide law enforcement services to another jurisdiction through a contract must ensure that officers funded under this CHRP grant do not service the other jurisdiction, but will only be involved in activities or perform services that exclusively benefit the grantee's own jurisdiction. Grantees cannot use CHRP funds to pay for a contract to receive law enforcement services from another agency.
15. False statements or claims made in connection with COPS grants may result in fines, imprisonment, or debarment from participating in federal grants or contracts, and/or any other remedy available by law.
16. The grantee understands that the COPS Hiring Recovery Program is funded through the American Recovery and Reinvestment Act (Recovery Act) of 2009 and agrees to comply with the extensive accountability and transparency requirements on the use of Recovery Act funds:

(A) Recovery Act Transactions Listed in Schedule of Expenditures of Federal Awards and Recipient Responsibilities for Informing Subrecipients

(1) To maximize the transparency and accountability of funds authorized under the American Recovery and Reinvestment Act of 2009 (Public Law 111-5) (Recovery Act) as required by Congress and in accordance with 28 C.F.R. 70 "Uniform Administrative Requirements for Grants and Agreements for Institutions of Higher Education, Hospitals and Other Non-Profit Organizations" and 28 C.F.R. 66 "Uniform Administrative Requirements for Grants and Agreements for State and Local Governments," the recipient agrees to maintain records that identify adequately the source and application of Recovery Act funds.

(2) For a recipient covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," the recipient agrees to separately identify the expenditures for federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. This shall be accomplished by identifying expenditures for federal awards made under the Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix "ARRA-" in identifying the name of the federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.

(3) The recipient agrees to separately identify to each sub-recipient (if any) and document at the time of sub-award and at the time of disbursement of funds, the federal award number, CFDA number, and amount of Recovery Act funds. When a recipient awards Recovery Act funds for an existing program, the information furnished to sub-recipients shall distinguish the sub-awards of incremental Recovery Act funds from regular sub-awards under the existing program.

(4) The recipient agrees to require their sub-recipients (if any) to include on their SEFA information to specifically identify Recovery Act funding similar to the requirements for the recipient SEFA described above. This information is needed to allow the recipient to properly monitor sub-recipient expenditure of Recovery Act funds as well as oversight by the Department of Justice, Office of the Inspector General and Government Accountability Office.

(B) Recipient Reports and Central Contractor Registration

(1) The recipient agrees to complete projects or activities which are funded under the Recovery Act and to report on use of Recovery Act funds provided through this award. Information from these reports will be made available to the public.

(2) The reports are due no later than ten calendar days after each calendar quarter in which the recipient receives the assistance award funded in whole or in part by the Recovery Act.

(3) The recipient and their first-tier recipients (if any) must maintain current registrations in the Central Contractor Registration (www.ccr.gov) at all times during which they have active federal awards funded with Recovery Act funds. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number (www.dnb.com) is one of the requirements for registration in the Central Contractor Registration.

(4) The recipient shall report the information described in section 1512(c) of the Recovery Act using the reporting instructions and data elements that will be provided online at www.FederalReporting.gov and ensure that any information that is pre-filled is corrected or updated as needed.

(C) Data Elements of Recipient Reports

In accordance with section 1512(c) of the Recovery Act, the recipient agrees that not later than 10 days after the end of each calendar quarter, each recipient that received Recovery Act funds from a federal agency shall submit a report to that agency that contains —

- (1) the total amount of recovery funds received from that agency;
- (2) the amount of recovery funds received that were expended or obligated to projects or activities; and
- (3) a detailed list of all projects or activities for which recovery funds were expended or obligated, including —
 - (a) the name of the project or activity;
 - (b) a description of the project or activity;

U. S. Department of Justice
Office of Community Oriented Policing Services
COPS Hiring Recovery Program Grant Terms and Conditions

- (c) an evaluation of the completion status of the project or activity;
- (d) an estimate of the number of jobs created and the number of jobs retained by the project or activity; and
- (e) for infrastructure investments made by state and local governments, the purpose, total cost, and rationale of the agency for funding the infrastructure investment with funds made available under this Act, and name of the person to contact at the agency if there are concerns with the infrastructure investment.

(4) Detailed information on subcontracts or subgrants (if any) awarded by the recipient to include the data elements required to comply with the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), allowing aggregate reporting on awards below \$25,000 or to individuals, as prescribed by the Director of the Office of Management and Budget.

These reports are in addition to other financial and programmatic reports required by the COPS Office.

(D) Access to Records and Interviews

The recipient agrees that the Department of Justice (DOJ) and its representatives (including COPS and the Office of the Inspector General (OIG)) and the Government Accountability Office (GAO) shall have access to and the right to examine all records (including, but not limited to, books, papers, and documents) related to this Recovery Act award. The recipient also agrees that DOJ and the GAO are authorized to interview any officer or employee of the recipient regarding transactions related to this Recovery Act award.

(E) Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct

The recipient agrees to promptly refer to the Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, contractor, sub-grantee, subcontractor, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving Recovery Act funds. The OIG may be contacted at OIG.hotline@usdoj.gov, www.usdoj.gov/oig/FOIA/hotline.htm, and 800.869.4499.

(F) Protecting State and Local Government and Contractor Whistleblowers

The recipient agrees that the Recovery Act provides certain protections against reprisals for employees of non-federal employers (state and local governments or private contractors) who disclose information to federal officials reasonably believed to be evidence of gross management, gross waste, substantial and specific danger to public health or safety, abuse of authority, or violations of law related to contracts or grants using Recovery Act funds.

(G) Separate Tracking and Reporting of Recovery Act Funds and Outcomes

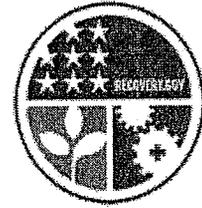
The recipient agrees to maintain accounting systems and records that adequately track, account for, and report on all funds from this Recovery Act award (including officers hired, salaries and fringe benefits paid, and the number of jobs created and jobs preserved) separately from all other funds (including other COPS and federal grants awarded for the same or similar purposes).

(H) Additional Requirements and Guidance

The recipient agrees to comply with any modifications or additional requirements that may be imposed by law and future COPS (including government-wide) guidance and clarifications of Recovery Act requirements.



U.S. Department of Justice
Community Oriented Policing Services (COPS)



Grants Administration Division
COPS Hiring Recovery Program

*1100 Vermont Avenue, NW
 Washington, DC. 20530*

MEMORANDUM

To: Chief Jeff Gunter
 Hailey Police Department

From: Andrew A. Dorr, Assistant Director for Grants Administration

Re: COPS Hiring Recovery Program (CHRP) Final Funding Memorandum

The COPS Office has completed the financial analysis of your agency's budgeted costs. This Final Funding Memorandum (FFM) reflects your agency's final approved officer salary and fringe benefit categories and approved salary and benefits amounts. Please note that the salary and benefit costs requested in your original application may have been updated or corrected from the original version submitted to COPS based on communication with your agency. Therefore, you should carefully review this FFM, as your agency will only be reimbursed for the approved cost categories that are shown within this document.

OJP Vendor #: 356000195 ORI #: ID00703 Grant #: 2009RKWX0307 DUNS#: 169191517

Full-Time Sworn Officer Information

Current First Year Entry-Level Base Salary for One Sworn Officer Position: \$44317.00

<u>Fringe Benefits</u>	<u>Cost</u>	<u>Additional Information</u>	
Social Security:	\$0.00	Exempt: 0	Fixed Rate: 0
Medicare:	\$643.00	Exempt: 0	Fixed Rate: 0
Health Insurance:	\$4496.00		
Life Insurance:	\$0.00		

Vacation: \$2190.00 **Number of Hours Annually:**

Sick Leave: \$0.00 **Number of Hours Annually:**

Retirement: \$4755.00

Worker's Comp: \$1427.00 **Exempt:** 0

Unemployment Ins: \$0.00 **Exempt:** 0

Other: - Describe:

Other: - Describe:

Other: - Describe:

Total Current First Year Entry-Level Benefits for One Sworn Officer Position = \$16259.00

Total Year1 Salary \$ + Total Year 1 Benefits = \$60576.00

Total Year 2 entry-level salary for one sworn officer position: \$45747.00

Total Year 2 entry-level benefits for one sworn officer position: \$17857.00

Total Year 3 entry-level salary for one sworn officer position: \$49299.00

Total Year 3 entry-level benefits for one sworn officer position: \$19707.00



U. S. Department of Justice
Community Oriented Policing Services



Grants Administration Division
COPS Hiring Recovery Program

1100 Vermont Avenue, NW
Washington, DC 20530

Memorandum

To: Chief Jeff M. Gunter
Hailey Police Department

From: Andrew A. Dorr, Assistant Director for Grants Administration

Re: COPS Hiring Recovery Program Financial Clearance Memo

OJP Vendor #: 356000195 **ORI #:** ID00703 **DUNS #:** 169191517 **Grant #:** 2009RKWX0307

Total Number of Full Time Officers Funded 1 Costs Per Officer: \$193,186.00 Total Cost: \$193,186.00

New Hires: 0

Rehires- Pre-Application Layoffs: 1

Rehires- Post-Application Layoffs: 0

Budget Category	Proposed Budget	Approved Budget	Adjustments	Disallowed/Adjusted - Reasons/Comments
Full Time Officer Salary	\$53,823.00	\$53,823.00	\$0.00	
Full Time Officer Fringe Benefits	\$139,363.00	\$139,363.00	\$0.00	
Officer Salary and Fringe Benefits for Three Years	\$193,186.00	\$193,186.00	\$0.00	
Total CHRP Funding for 1 Officers	\$193,186.00	\$193,186.00	\$0.00	

Total CHRP Funding for 1 Officers	Federal Share: \$193,186.00
--	------------------------------------

Cleared Date: 6/29/2009

Overall Comments:

A financial analysis of budgeted costs has been completed, and this Financial Clearance Memorandum reflects the amount of COPS Hiring Recovery Program funds awarded to your agency for officer salaries and approved benefits. Please note that the salary and benefit costs requested in your original application may have been updated or corrected from the original version submitted to COPS. You should carefully review your Final Funding Memo (FFM), which is enclosed in your award package. The FFM contains the final officer salary and fringe benefit categories and amounts for which your agency was approved. You will note that some costs may have been adjusted or removed. Your agency may only be reimbursed for the approved cost categories that are documented within the FFM, up to the amounts specified in this Financial Clearance Memorandum.

AGENDA ITEM SUMMARY

DATE: 08/04/2009 **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
(IFAPPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

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

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IFAPPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

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

DiVine	CK's Real Food	Wood River Wine Guys
Zou 75	A Taste of Thai	La India

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 # _____

JUL 28 2009



ALCOHOL BEVERAGE LICENSE APPLICATION

RECEIVED

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"/>	_____

JUL 28 2009

TOTAL DUE: 650.00

Applicant Name: SGWB, LLC

Business Name: DiVine

Business Physical Address: 400 South Main St., Ste. 103 Hailey, ID 83333

Business Mailing Address: P.O. Box 4618 Hailey, ID 83333

Business Phone Number: (208) 788-4422

Property Owner (if different from applicant): Lipton #1, LLC

(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).

Applicant Signature: [Handwritten Signature]

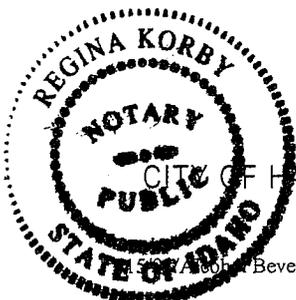
Date: 7.28.09

Subscribed and sworn to before me this 28 day of July, 2009

Notary Public OR City Clerk: [Handwritten Signature]

Residing at: Blaine County
My Commission Expires 3/09/10

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

JUL 28 2009



ALCOHOL BEVERAGE LICENSE APPLICATION

APPLICATION FOR:

Liquor	\$562.50	<input checked="" type="checkbox"/>	<u>562.50</u>
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: 962.50

Applicant Name: Yankee D's LLC

Business Name: 204 75

Business Physical Address: 416 N. Main St. Hailey Id.

Business Mailing Address: PO 1165 Hailey Id. 83333

Business Phone Number: (208) 788-3310

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).

Steven Clayton
Applicant Signature Edwin Redman

_____ Date

Subscribed and sworn to before me this 28th day of July, 2009

Heather Abrams
Notary Public OR City Clerk

Residing at: Blaine County
My Commission Expires 2/15/2012

HEATHER ABRAMS
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



ALCOHOL BEVERAGE LICENSE APPLICATION

RECEIVED

JUL 27 2009

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 checked="" type="checkbox"/>	_____

APPLICATION IS:

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

TOTAL DUE: _____

Applicant Name: Chris + Rebecca Kastner

Business Name: Ch's Real Food

Business Physical Address: 320 Main St S.

Business Mailing Address: PO Box 2925

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).

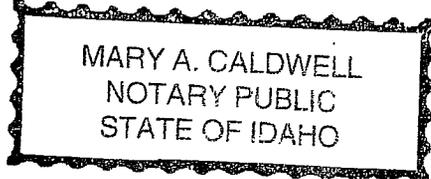
Rebecca Kastner
Applicant Signature

7-6-09
Date

Subscribed and sworn to before me this 6 day of July, 2009

Mary A. Caldwell
Notary Public OR City Clerk

Residing at: Belleve, ID
My Commission Expires 08-20-2013



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 24 2009

APPLICATION FOR:

Liquor \$562.50 _____
 Wine by the Drink \$200.00 _____
 Beer by the Drink \$200.00 200 -
 Grocery Sale of Wine \$200.00 200 -
 Grocery Sale of Beer \$50.00 _____

APPLICATION IS:

New License
 Renewal
 Transfer

TOTAL DUE: 400 -

Applicant Name: PRADNEE 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): DAVID HADEN.

(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

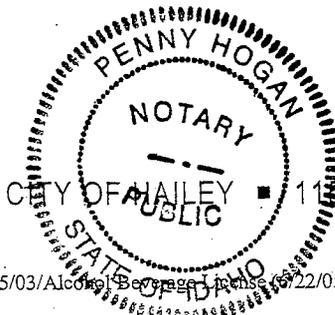
07.05.09
Date

Subscribed and sworn to before me this 24 day of July, 20 09

Penny Hogan
Notary Public OR City Clerk

Residing at: Hailey Idg
My Commission Expires 7/25/2011

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

JUL 22 2009



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 \$200.00 200.00
 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 GUYS LLC

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).

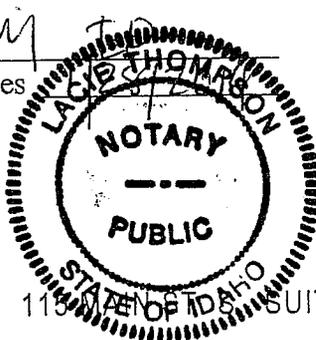
Craig Johnson
Applicant Signature

7/22/09
Date

Subscribed and sworn to before me this 22 day of July, 20 09

Lacie Thompson
Notary Public OR City Clerk

Residing at: Hailey
My Commission Expires _____



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. SUITE H ■ HAILEY, IDAHO 83333 ■ 788-4221



RECEIVED

JUL 21 2009

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: _____

Applicant Name: Kanwal Deep Singh Sangha
 Business Name: LA INDIA
 Business Physical Address: 200 S Main Hailey Id 83330
 Business Mailing Address: PO 9200 Ketchum, Id 83340
 Business Phone Number: 208-928-7273
 Property Owner (if different from applicant): L-Z CORP

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

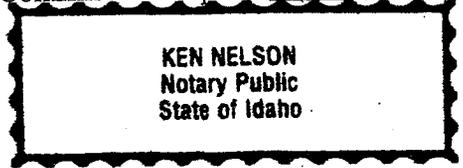
I hereby certify that the above statements are true, complete and correct to the best of my knowledge. I further certify that I have applied for and received the Idaho State Liquor License (copy attached) and the Blaine County Liquor License (copy attached).

Applicant Signature: [Signature] Date: 7-8-09

Subscribed and sworn to before me this 8th day of July, 2009

[Signature]
 Notary Public OR City Clerk

Residing at: Ketchum Idaho
 My Commission Expires 9-26-14



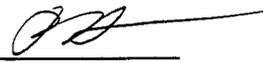
Official Use Only

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

AGENDA ITEM SUMMARY

DATE: 8/10/09 DEPARTMENT: PW - WW DEPT. HEAD SIGNATURE: 

SUBJECT: Motion to approve the scope of work and contract with HDR Engineering for the Wastewater Dept TMDL and NPDES consulting work.

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

A Request for Qualifications for assisting the City of Hailey with the upcoming NPDES permit renewal and TMDL Study review was published and sent to engineering firms. Five responses were received and the top two firms were interviewed. HDR Engineering was selected for this work and has provided a scope of work and contract. The City Attorney has reviewed their submittal.

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:

EXHIBIT A

TASK ORDER NO. 1

**REVIEW AND STRATEGIES FOR ADDRESSING BIG WOOD RIVER TOTAL
MAXIMUM DAILY LOADS (TMDL), NPDES PERMIT RENEWAL, AND
RECLAIMED WATER USE**

This Task Order pertains to an Agreement by and between City of Hailey, Idaho, ("OWNER"), and HDR Engineering, Inc. ("ENGINEER"), dated _____, 20____, ("the Agreement"). Engineer shall perform services on the project described below as provided herein and in the Agreement. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall supplement the Agreement as it pertains to the project described below.

BACKGROUND

The Idaho Department of Environmental Quality (DEQ) has prepared the Big Wood River Watershed Management Plan with the TMDL approved by EPA on May 15, 2002. The TMDL includes a wasteload allocation for the City of total phosphorus to the Big Wood River. The TMDL establishes the following:

- The maximum nutrient loading conditions in the river.
- The maximum allowable allocation of loads to point source discharges and nonpoint source loadings.
- An allocated load of phosphorus to the City of Hailey Publicly Owned Treatment Works.

Additionally, the DEQ has prepared, but not officially released, a post TMDL study.

The purpose of this effort is to provide assistance to the City of Hailey in the review and evaluation of the TMDL and post TMDL study. This effort is to provide an independent technical review of the TMDL information and initiate a strategy for the City. Review of the TMDL will require significant familiarity of the conditions and science behind the setting of the TMDL. The intent of this work plan is to examine the TMDL, determine if there are possible shortcomings, flaws, and/or potential issues for the City, and provide comments to the City for a path forward with the DEQ/EPA. This work plan also includes conceptual planning for reclaimed water use associated with the potential annexation of the Quigley Canyon development.

PROPOSED SCOPE OF SERVICES

The proposed scope of Consultant services includes the following tasks. HDR will commence with this scope of services upon notice to proceed.

TASK 100 - PROJECT MANAGEMENT**Objective**

Prepare and implement a project management plan; provide scope, schedule, and cost control services; and initiate and attend project coordination meetings.

HDR Subtasks

- Communicate frequently to the City and the project team through telephone calls, project meetings, and email communications.

- Prepare a Project Management Plan for distribution to project team; monitor team progress; delegate task assignments and responsibilities by discipline; and coordinate issues with City's Project Manager.
- Prepare progress reports and invoices that summarize the work progress to date, the budget expenditures to date, and identify any information requirements or decisions that need to be made by the City (1 copy each month).
- Provide quality control review of project deliverables.

City Involvement

- Review Project Management Plan and provide comments, where requested by the Consultant.
- Interface with Consultant on project issues.
- Process invoices within 30 days of receipt.

Assumptions

- If the scope changes during the life of the project, modification to the original contract agreement will be required per the terms and conditions of the agreement.
- Invoice format will follow standard format by the Consultant.
- Up to 6 conference calls and 3 meetings between the City and HDR will be required.

Deliverables

- Project Management Plan (electronic pdf).
- Progress reports and invoices (1 hard copy each month).

TASK 200 - REVIEW OF BIG WOOD RIVER TMDL AND POST-TMDL STUDY

Objective

Assess the basis for the TMDL and the wasteload allocations by focusing on the accuracy and potential impacts of the TMDL and summarize findings in a written report.

HDR Subtasks

- Review the May 15, 2002 Big Wood River Watershed Management Plan and TMDL and the post TMDL Study.
- Examine the technical basis for the TMDL.
- Review available water quality data and supporting calculations from the TMDL and Post-TMDL Study.
- Review the basis for wasteload allocations to point source dischargers, load allocations to non-point sources, and margin of safety.
- Compare the basis for point source and non-point source load allocations.
- Compare the basis for the waste allocations with other reference approaches.
- Invite other NPDES permit holders on the Big Wood River to a single meeting in Hailey intended to discuss Hailey's interests in reviewing the TMDL and Post-TMDL Study and understand other dischargers' interests.
- Identify opportunities for improvement in the TMDL along with specific items in the TMDL on which the City of Hailey may choose to discuss with DEQ/EPA.

- Meet with DEQ and/or EPA to discuss the findings of HDR's review of the TMDL and Post-TMDL Study.
- Develop a written report based on the review of the TMDL, supporting data, calculations, and allocations.
- Discuss recommendations and strategies that the City may choose to pursue.

City Involvement

- Participate in meetings and conference calls with Consultant, Big Wood River NPDES dischargers, DEQ, and/or EPA.
- Provide water quality data and supporting calculations associated with TMDL and Post-TMDL Study or assist in obtaining these materials from DEQ and/or EPA.
- Review Draft TMDL and Post-TMDL review technical memorandum and provide comments within two weeks of receipt of technical memorandum.

Assumptions

- Up to three meetings with DEQ or EPA will be required.
- Water quality data and supporting calculations to be reviewed will be limited to the data and calculations supporting the TMDL and Post-TMDL Study.
- It is anticipated that further technical review and commentary, and/or discussions with DEQ and EPA, may be required beyond this scope and budget authorization. Additional technical investigations may be undertaken in an additional scope and budget authorization following the initial findings and may include additional data review, analysis of alternative wasteload scenario analysis, coordination with DEQ and EPA staff, etc.

Deliverables

- Meeting with City representatives to discuss initial review comments.
- Meetings (3) with DEQ or EPA to discuss TMDL and Post-TMDL Study.
- Meeting in Hailey with Big Wood River NPDES dischargers.
- Draft TMDL and Post-TMDL review technical memorandum (electronic pdf).
- Final TMDL and Post-TMDL review technical memorandum (electronic pdf).

TASK 300 - WATER RECLAMATION AND REUSE CONCEPTUAL PLANNING

Objective

Provide City of Hailey with guidance associated with reclaimed water use within the City of Hailey.

HDR Subtasks

- Advise the City of the water quality requirements needed for the golf course and open spaces of the Quigley Canyon development based on the proposed layout of landscaping and structures.
- Review existing treatment technology and technology being proposed in City's wastewater facility plan for applicability to City's objectives for reclaimed water use.
- Estimate the reclaimed water demand to irrigate public parks and golf courses within the City of Hailey and compare to the available supply and current water rights.

- Estimate the volume of reclaimed water storage necessary for diurnal and seasonal variations in supply and demand.
- Prepare a conceptual plan for the treatment, storage, and conveyance of reclaimed water to public parks and golf courses and prepare planning-level opinion of probable project cost.
- Advise City on the advantages and disadvantages associated with Class A and Class B reclaimed water, including operational, monitoring, and certification requirements.
- Describe the anticipated water quality of stored spring water versus filtered and disinfected reclaimed water.
- Meet with representatives of Idaho DEQ to discuss opportunities for reclaimed water use and key issues of concern for Idaho DEQ.
- Describe an approach for successful nutrient management, runoff control, and irrigation management.
- Prepare technical memorandum which describes conceptual plan for reclaimed water use.

City Responsibilities

- Provide details on City of Hailey and Quigley Canyon water rights to Consultant.
- Provide details on the irrigable areas and layout of the proposed Quigley Canyon development.
- Attend conceptual planning meeting with Consultant and Idaho DEQ.
- Review Draft Conceptual Reclaimed Water Use technical memorandum and provide comments within two weeks of receipt of technical memorandum.

Assumptions

- Up to two Consultant representatives will attend the meeting with DEQ.
- Water supply and demand estimates will be based upon turf grass irrigation water requirements.
- Reclaimed water use within the Quigley Canyon development will be limited to a proposed 120 acre golf course and 15 acres of parks.
- Residential properties are being planned to be located along the golf course proposed for reclaimed water use no closer than 100 feet to the areas to be irrigated with reclaimed water.
- The roughs and out-of-bounds areas within the golf course area will be native plants and grass capable of surviving a high desert environment without supplemental irrigation water (i.e., reclaimed water will not be used to irrigate rough and out-of-bounds).
- Spring water is currently collected in a storage pond and used to irrigate alfalfa fields before infiltrating into the ground or evaporating.
- The Quigley Canyon development has proposed a pressure irrigation with separate irrigation water rights.
- DEQ will require the development of a Water Reclamation and Reuse Engineering Report to be developed and submitted with a reuse permit application, and a plan of operation to be prepared and submitted prior to 50 percent of construction being completed on reclaimed water improvements. Neither an engineering report nor a plan of operation is included in this scope of services and either document may be prepared by Consultant in a future contract or amendment.

- Other items not included in this Scope of Services are reclaimed water permit application, reclaimed water end user agreements (e.g., customer agreements), and assessment of the technical, financial, and managerial capacity of the City of Hailey to operate reclaimed water facilities.
- Detailed planning, permitting, and design of systems for reclaimed water use are not included in this Scope of Services. A suggested outline for a detailed Reclaimed Water Plan is included at the end of this exhibit.

Products

- Meeting with DEQ or EPA to discuss TMDL and Post-TMDL Study.
- Draft conceptual reclaimed water use technical memorandum (electronic pdf).
- Final conceptual reclaimed water use technical memorandum (electronic pdf).

PROJECT SCHEDULE

REVIEW AND STRATEGIES FOR ADDRESSING BIG WOOD RIVER TOTAL MAXIMUM DAILY LOADS (TMDL), NPDES PERMIT RENEWAL, AND RECLAIMED WATER USE

The project schedule for performing the task order is as follows:

Activity	Completion (weeks from NTP)*
Project Management Plan	2 weeks
Progress reports and invoices	Monthly
Meeting with City representatives to discuss initial review comments	4 weeks
Meeting with DEQ or EPA to discuss TMDL and Post-TMDL Study	8 weeks
Draft TMDL and Post-TMDL review technical memorandum	16 weeks
Final TMDL and Post-TMDL review technical memorandum	20 weeks
Meeting with DEQ to discuss opportunities for reclaimed water use	8 weeks
Draft conceptual reclaimed water use technical memorandum	16 weeks
Final conceptual reclaimed water use technical memorandum	20 weeks

*This schedule is based upon an assumed notice to proceed. If the notice to proceed is delayed, the project schedule will shift the corresponding number of calendar days.

COMPENSATION

**REVIEW AND STRATEGIES FOR ADDRESSING BIG WOOD RIVER TOTAL
MAXIMUM DAILY LOADS (TMDL), NPDES PERMIT RENEWAL, AND
RECLAIMED WATER USE**

The estimated cost to complete this Scope of Services is presented in the table below.

Task	Budget
Task 100 - Project Management	\$11,014
Task 200 - Review of Big Wood River TMDL and Post-TMDL Study	\$36,911
Task 300 - Water Reclamation and Reuse Conceptual Planning	\$41,436
TOTAL	\$89,361

HDR will invoice Hailey for professional services described in this Proposal on a time and materials basis. For the activities described in the Scope of Services, HDR estimates a professional services fee of not to exceed the amounts described in the table above without written authorization from the City.

Future tasks not included in authorized Scope of Services

TASK 400 - CONTINUED TOTAL MAXIMUM DAILY LOAD (TMDL) SERVICES

Continue supporting City of Hailey with activities relating to phosphorus discharge limits and reclaimed water use.

TASK 500 - CONCEPTUAL PLANNING FOR AQUIFER RECHARGE/ GROUNDWATER INJECTION

Prepare a conceptual plan for aquifer recharge during the non-irrigation months, considering aquifer recharge as both a means of treated wastewater disposal and beneficial use of reclaimed water through aquifer storage and recovery.

TASK 600 - WATER RECLAMATION AND REUSE PERMIT APPLICATION

Prepare and apply for a water reclamation and reuse permit for reclaimed water use by the City of Hailey.

TASK 700 - RECLAIMED WATER STRATEGY WORKSHOP

Identify the motivators for establishing a reclaimed water program, the benefits of implementing a program, and the potential downsides to implementation.

TASK 800 - ECONOMIC ANALYSIS

Prepare a preliminary economic analysis that focuses on the return on investment, if any, to the water and wastewater departments from the implementation of a reclaimed water program for Hailey.

TASK 900 - COUNCIL AND STAKEHOLDER PRESENTATIONS

Prepare and deliver presentations to the Hailey City Council, key public agencies, and other stakeholders.

TASK 1000 - MOTIVATORS (VISION AND DRIVERS)

Document the motivators for establishing a reclaimed water program, the benefits of implementing a program, and the potential downsides to implementation.

TASK 1100 - MARKET ANALYSIS (USES AND CUSTOMERS)

Assess specific customer needs and engineering considerations.

TASK 1200 - MEANS OF DELIVERY (INFRASTRUCTURE)

Provide additional detail to the infrastructure needed to treat and deliver reclaimed water to reclaimed water customers and associated cost opinions.

TASK 1300 - MANAGEMENT (BUSINESS PLANNING AND UTILITY STRUCTURE)

Evaluate Hailey's current management practices, compare those against industry accepted best practices, and then recommend modifications to city practices, if warranted.

TASK 1400 - MONEY (FINANCIAL ISSUES)

Analyze cost structure and propose options for pricing reclaimed water. Identify additional revenue sources available to the City. Assist City in communicating reclaimed water pricing considerations to prospective customers and obtaining customer feedback.

TASK 1500 - MEETINGS, REPORT, AND DOCUMENTATION

Provide clear communication and assist City staff in presenting findings to the City Council and internal City committees, and compile the information prepared, collected, and developed into a single document that defines the City's overall reclaimed water program (Reclaimed Water Plan).

Example Outline for Reclaimed Water Plan**Chapter 1 - Introduction**

- Scope of Services
- Information Sources
- Acknowledgements
- Master Plan

Chapter 2 - Project Background

- Physical Environment
- Institutional Setting
- Basis of Planning
- Existing Recycled Water System
- Adjacent Water/Wastewater Systems

City of Boise
City of Nampa
City of Kuna
Eagle Sewer District

Previous Studies

Chapter 3 - Reclaimed Water Demand Analysis

Current and Future Demand Types

Annual Demands

Historical Demands

Demand Phasing

Monthly Demands

Historical Demands

Projected Demands

Daily Demands

Hourly Demands

Chapter 4 - Source of Supply Analysis

Current Supply Sources

Potential Supply Sources

Quality and Reliability

Regulatory Quality

TDS Quality

Nutrient Quality

Reliability

Supply Availability and System Quality

Annual

Supply Availability

System Quality

Monthly

Supply Availability

Monthly Supply/Demand Balancing

System Quality

Daily

Hourly

Supply Availability

Hourly Supply/Demand Balancing

System Quality

Chapter 5 - Hydraulic Analysis

Reclaimed Water System Model Development

Pipeline Data
Junction Node Data
Pressure Zones
Model Calibration
GIS Integration Options
 Existing System Analysis
 Steady State Simulations
 Extended Period Simulations
 Water Quality
 Future System Analysis
 Steady State Simulations
 Extended Period Simulations
 Water Quality

Chapter 6 - Economic Analysis

System Sizing Criteria
 Use of Existing Facilities
 System Pipelines
 Pumping Station and Reservoir Interrelationship
 Well Construction
 Service Pressures
 Project Cost Data
 Land Acquisition
 Construction Costs
 Cost Index and Price Escalation
 Reclaimed Water Mains
 Storage Reservoirs
 Pumping Stations
 Construction Contingencies
 Engineering and Administration
 Annual Costs
 Summary Facility Costs
 Benefit/Cost Analysis
 Alternative Wastewater Disposal Project
 Alternative Potable Water Project
 Proposed Reclaimed Water Project
 Reclaimed Water Funding
 Cost Basis for Reclaimed Water Rates
 Reclaimed Water Rate Structure
 Alternative Revenue Sources

Chapter 7 - Capital Improvement Program

Pipeline Routes

Improvement Program

Treatment System Improvements

*Central Plant**Satellite Facilities*

Distribution System Improvements

*Proposed Distribution Facilities**Project Costs***Appendices**

Reclaimed Water Development Standards

Reclaimed Water Ordinance

Class A Water Reclamation and Reuse Permit

This Task Order is executed this _____ day of _____, 20__.

City of Hailey, Idaho

HDR ENGINEERING, INC.

"OWNER"

"ENGINEER"

BY:

BY:

NAME:

NAME:

TITLE:

TITLE:

ADDRESS:

ADDRESS:

HDR Engineering, Inc.
Terms and Conditions for Professional Services

1. STANDARD OF PERFORMANCE

The standard of care for all professional engineering, consulting and related services performed or furnished by ENGINEER and its employees under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under the same or similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

2. INSURANCE

ENGINEER agrees to procure and maintain, at its expense, Workers' Compensation insurance as required by statute; Employer's Liability of \$250,000; Automobile Liability insurance of \$1,000,000 combined single limit for bodily injury and property damage covering all vehicles, including hired vehicles, owned and non-owned vehicles; Commercial General Liability insurance of \$1,000,000 combined single limit for personal injury and property damage; and Professional Liability insurance of ~~\$2,000,000 per claim for protection against claims arising out of the performance of services under this Agreement caused by negligent acts, errors, or omissions for which ENGINEER is legally liable.~~ Upon request, OWNER shall be made an additional insured on Commercial General and Automobile Liability insurance policies and certificates of insurance will be furnished to the OWNER. ENGINEER agrees to indemnify OWNER for the claims covered by ENGINEER's insurance.

3. OPINIONS OF PROBABLE COST (COST ESTIMATES)

Any opinions of probable project cost or probable construction cost provided by ENGINEER are made on the basis of information available to ENGINEER and on the basis of ENGINEER's experience and qualifications, and represents its judgment as an experienced and qualified professional engineer. However, since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, ENGINEER does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost ENGINEER prepares.

4. CONSTRUCTION PROCEDURES

ENGINEER's observation or monitoring portions of the work performed under construction contracts shall not relieve the contractor from its responsibility for performing work in accordance with applicable contract documents. ENGINEER shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work and shall not manage, supervise, control or have charge of construction. ENGINEER shall not be responsible for the acts or omissions of the contractor or other parties on the project. ENGINEER shall be entitled to review all construction contract documents and to require that no provisions extend the duties or liabilities of ENGINEER beyond those set forth in this Agreement. OWNER agrees to attempt in good faith to include ENGINEER as an indemnified party in OWNER's construction contracts for the work, which shall protect ENGINEER to the same degree as OWNER. Further, OWNER agrees that ENGINEER shall be listed as an additional insured under the construction contractor's liability insurance policies.

5. CONTROLLING LAW

This Agreement is to be governed by the law of the state where ENGINEER's services are performed.

6. SERVICES AND INFORMATION

OWNER will provide all criteria and information pertaining to OWNER's requirements for the project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations. OWNER will also provide copies of any OWNER-furnished Standard Details, Standard

Specifications, or Standard Bidding Documents which are to be incorporated into the project.

OWNER will furnish the services of soils/geotechnical engineers or other consultants that include reports and appropriate professional recommendations when such services are deemed necessary by ENGINEER. The OWNER agrees to bear full responsibility for the technical accuracy and content of OWNER-furnished documents and services.

In performing professional engineering and related services hereunder, it is understood by OWNER that ENGINEER is not engaged in rendering any type of legal, insurance or accounting services, opinions or advice. Further, it is the OWNER's sole responsibility to obtain the advice of an attorney, insurance counselor or accountant to protect the OWNER's legal and financial interests. To that end, the OWNER agrees that OWNER or the OWNER's representative will examine all studies, reports, sketches, drawings, specifications, proposals and other documents, opinions or advice prepared or provided by ENGINEER, and will obtain the advice of an attorney, insurance counselor or other consultant as the OWNER deems necessary to protect the OWNER's interests before OWNER takes action or forebears to take action based upon or relying upon the services provided by ENGINEER.

Deleted: 1,000,000

7. SUCCESSORS AND ASSIGNS

OWNER and ENGINEER, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants of this Agreement. Neither OWNER nor ENGINEER will assign, sublet, or transfer any interest in this Agreement or claims arising therefrom without the written consent of the other.

8. RE-USE OF DOCUMENTS

All documents, including all reports, drawings, specifications, computer software or other items prepared or furnished by ENGINEER pursuant to this Agreement, are instruments of service with respect to the project. ENGINEER retains ownership of all such documents. OWNER may retain copies of the documents for its information and reference in connection with the project; however, none of the documents are intended or represented to be suitable for reuse by OWNER or others on extensions of the project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER, and OWNER will defend, indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses, including attorney's fees, arising or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

9. TERMINATION OF AGREEMENT

OWNER or ENGINEER may terminate the Agreement, in whole or in part, by giving seven (7) days written notice, if the other party substantially fails to fulfill its obligations under the Agreement through no fault of the terminating party. Where the method of payment is "lump sum," or cost reimbursement, the final invoice will include all services and expenses associated with the project up to the effective date of termination. An equitable adjustment shall also be made to provide for termination settlement costs ENGINEER incurs as a result of commitments that had become firm before termination, and for a reasonable profit for services performed.

10. SEVERABILITY

If any provision of this agreement is held invalid or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term or condition shall not be construed by the other party as a waiver of any subsequent breach of the same provision, term or condition.

11. INVOICES

ENGINEER will submit monthly invoices for services rendered and OWNER will make prompt payments in response to ENGINEER's invoices.

ENGINEER will retain receipts for reimbursable expenses in general accordance with Internal Revenue Service rules pertaining to the support of expenditures for income tax purposes. Receipts will be available for inspection by OWNER's auditors upon request.

If OWNER disputes any items in ENGINEER's invoice for any reason, including the lack of supporting documentation, OWNER may temporarily delete the disputed item and pay the remaining amount of the invoice. OWNER will promptly notify ENGINEER of the dispute and request clarification and/or correction. After any dispute has been settled, ENGINEER will include the disputed item on a subsequent, regularly scheduled invoice, or on a special invoice for the disputed item only.

OWNER recognizes that late payment of invoices results in extra expenses for ENGINEER. ENGINEER retains the right to assess OWNER interest at the rate of one percent (1%) per month, but not to exceed the maximum rate allowed by law, on invoices which are not paid within thirty (30) days from the date of the invoice. In the event undisputed portions of ENGINEER's invoices are not paid when due, ENGINEER also reserves the right, after seven (7) days prior written notice, to suspend the performance of its services under this Agreement until all past due amounts have been paid in full.

12. CHANGES

The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this Agreement. The execution of the change shall be authorized and signed in the same manner as this Agreement. Adjustments in the period of services and in compensation shall be in accordance with applicable paragraphs and sections of this Agreement. Any proposed fees by ENGINEER are estimates to perform the services required to complete the project as ENGINEER understands it to be defined. For those projects involving conceptual or process development services, activities often are not fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope. ENGINEER will inform OWNER of such situations so that changes in scope and adjustments to the time of performance and compensation can be made as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for performance of the services, an equitable adjustment shall be made, and the Agreement modified accordingly.

13. CONTROLLING AGREEMENT

These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice-to-proceed, or like document.

14. EQUAL EMPLOYMENT AND NONDISCRIMINATION

In connection with the services under this Agreement, ENGINEER agrees to comply with the applicable provisions of federal and state Equal Employment Opportunity, and other employment, statutes and regulations.

15. HAZARDOUS MATERIALS

OWNER represents to ENGINEER that, to the best of its knowledge, no hazardous materials are present at the project site. However, in the event hazardous materials are known to be present, OWNER represents that to the best of its knowledge it has disclosed to ENGINEER the existence of all such hazardous materials, including but not limited to asbestos, PCB's, petroleum, hazardous waste, or radioactive material located at or near the project site, including type, quantity and location of such hazardous materials. It is acknowledged by both parties that ENGINEER's scope of services do not include services related in any way to hazardous materials. In the event ENGINEER or any other party encounters undisclosed hazardous materials, ENGINEER shall have the obligation to notify OWNER and, to the extent required by

law or regulation, the appropriate governmental officials, and ENGINEER may, at its option and without liability for delay, consequential or any other damages to OWNER, suspend performance of services on that portion of the project affected by hazardous materials until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the hazardous materials; and (ii) warrants that the project site is in full compliance with all applicable laws and regulations. OWNER acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous materials, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the project site in connection with ENGINEER's services under this Agreement. If ENGINEER's services hereunder cannot be performed because of the existence of hazardous materials, ENGINEER shall be entitled to terminate this Agreement for cause on 30 days written notice. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER, its officers, directors, partners, employees, and subconsultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from hazardous materials, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's sole negligence or willful misconduct.

16. EXECUTION

This Agreement, including the exhibits and schedules made part hereof, constitute the entire Agreement between ENGINEER and OWNER, supersedes and controls over all prior written or oral understandings. This Agreement may be amended, supplemented or modified only by a written instrument duly executed by the parties.

17. LIMITATION OF LIABILITY

ENGINEER's and its employees' total liability to OWNER for any loss or damage, including but not limited to special and consequential damages arising out of or in connection with the performance of services or any other cause, including ENGINEER's and its employees' professional negligent acts, errors, or omissions, shall not exceed the amounts of insurance available at the time of the claim, except as otherwise provided under this Agreement, and OWNER hereby releases and holds harmless ENGINEER and its employees from any liability above such amount.

Deleted: greater of \$50,000 or the total compensation received by ENGINEER hereunder

18. LITIGATION SUPPORT

In the event ENGINEER is required to respond to a subpoena, government inquiry or other legal process related to the services in connection with a legal or dispute resolution proceeding to which ENGINEER is not a party, OWNER shall reimburse ENGINEER for reasonable costs in responding and compensate ENGINEER at its then standard rates for reasonable time incurred in gathering information and documents and attending depositions, hearings, and trial provided, however, ENGINEER shall first notify OWNER immediately if required to respond to subpoena, government inquiry, or other legal process, provide an estimate of the required to respond, and obtain permission from the OWNER for the estimated time and costs to respond.

19. UTILITY LOCATION

If underground sampling/testing is to be performed, a local utility locating service shall be contacted to make arrangements for all utilities to determine the location of underground utilities. In addition, OWNER shall notify ENGINEER of the presence and location of any underground utilities located on the OWNER's property which are not the responsibility of private/public utilities. ENGINEER shall take reasonable precautions to avoid damaging underground utilities that are properly marked. The OWNER agrees to waive any claim against ENGINEER and will indemnify and hold ENGINEER harmless from

any claim of liability, injury or loss caused by or allegedly caused by ENGINEER's damaging of underground utilities that are not properly marked or are not called to ENGINEER's attention prior to beginning the underground sampling/testing.

MULTIPLE PROJECT AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made as of this _____ day of _____, 20____, between City of Hailey, Idaho, hereinafter referred to as "OWNER", and HDR Engineering, Inc., hereinafter referred to as "ENGINEER," for engineering services as described in this Agreement.

WHEREAS, OWNER desires to retain ENGINEER, a professional engineering firm, to provide professional engineering, consulting and related services ("Services") on one or more projects in which the OWNER is involved; and

WHEREAS, ENGINEER desires to provide such services on such projects as may be agreed, from time to time, by the parties;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

SECTION I. PROJECT TASK ORDER

- 1.1 This Agreement shall apply to as many projects as OWNER and ENGINEER agree will be performed under the terms and conditions of this Agreement. Each project ENGINEER performs for OWNER hereunder shall be designated by a "Task Order." A sample Task Order is attached to this Agreement and marked as Exhibit "A". No Task Order shall be binding or enforceable unless and until it has been properly executed by both OWNER and ENGINEER. Each properly executed Task Order shall become a separate supplemental agreement to this Agreement.
- 1.2 In resolving potential conflicts between this Agreement and the Task Order pertaining to a specific project, the terms of the Task Order shall control.
- 1.3 ENGINEER will provide the Scope of Services as set forth in Part 2 of each Task Order.

SECTION II. RESPONSIBILITIES OF OWNER

In addition to the responsibilities described in paragraph 6 of the attached "HDR Engineering, Inc. Terms and Conditions for Professional Services," OWNER shall have the responsibilities described in Part 3 of each Task Order.

SECTION III. COMPENSATION

Compensation for ENGINEER's Services shall be in accordance with Part 5 of each Task Order, and in accordance with paragraph 11 of the attached "HDR Engineering, Inc. Terms and Conditions for Professional Services."

SECTION IV. TERMS AND CONDITIONS OF ENGINEERING SERVICES

The "HDR Engineering, Inc. Terms and Conditions for Professional Services," which are attached hereto, are incorporated into this Agreement by this reference.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

"OWNER"

BY: _____

NAME: _____

TITLE: _____

ADDRESS: _____

HDR ENGINEERING, INC.

"ENGINEER"

BY: _____

NAME: _____

TITLE: _____

ADDRESS: _____

EXHIBIT A

TASK ORDER

This Task Order pertains to an Agreement by and between _____, (“OWNER”), and HDR Engineering, Inc. (“ENGINEER”), dated _____, 20____, (“the Agreement”). Engineer shall perform services on the project described below as provided herein and in the Agreement. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall supplement the Agreement as it pertains to the project described below.

[Insert task order scope of services.]

This Task Order is executed this _____ day of _____, 20__.

"OWNER"

BY: _____

NAME: _____

TITLE: _____

ADDRESS: _____

HDR ENGINEERING, INC.

"ENGINEER"

BY: _____

NAME: _____

TITLE: _____

ADDRESS: _____

AGENDA ITEM SUMMARY

DATE: 08/03/09 DEPARTMENT: Library DEPT. HEAD SIGNATURE: Nancy Gurney

SUBJECT

- ① The library is removing 2 study carrels; recommend that they be given to the Wood River Land Trust Building Materials Thrift Store or to Barkin Basement Thrift Store.
- ② Removing 5 DVD shelving units; recommend that they be given to the Wood River Land Trust Building Materials Thrift Store, or removed to Wood River Landfill.

AUTHORITY: ID Code IAR _____ City Ordinance/Code _____

BACKGROUND:

The Study Carrels are 15- 20 years old and outdated; with the reorganization of the library they take up too much space.
The DVD shelving units were a donation from Video West when it went out of business; they have been replaced with more modern shelving, which takes up less space.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS:

___ City Attorney	___ Clerk / Finance Director	___ Engineer	___ Mayor
___ P & Z Commission	___ Parks & Lands Board	___ Public Works	___ Other

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Library Director recommends approval of removing these items from the premises so they don't end up in the basement.

FOLLOW UP NOTES:

Motion to declare surplus equipment named above for donation or disposal as recommended

AGENDA ITEM SUMMARY

DATE: 8/10/2009 DEPARTMENT: Police DEPT. HEAD SIGNATURE: Jeff Gunter

SUBJECT:

Bike Auction on 8-29-09 behind City Hall at 10:00 a.m.

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

The Hailey Police Department has a collection of 64 found bicycles from a two year period. The found bikes have been listed on the Cities web site. Two advertisements are being run asking people to look at the bicycle list posted on the web site to allow the owners the opportunity to claim the bikes. The ads are running in the Idaho Mountain Express publications on 8-5-09 and 8-12-09. See attached list of bicycles.

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

Comments:
Time spent during the auction by three employees

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:

Approval from Council to auction the 64 found bicycles if not claimed prior to the auction date of 08-29-09.
Motion to declare bicycles as surplus property.

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)

SERIAL #	COLOR / SIZE	BRAND NAME	DESCRIPTION / REMARKS	LOCATION FOUND OR PICKED UP	DATE FOUND
1	BLUE/MED	TREX	6000		05/19/07
2	DK GREY/LG	APLINA	UNOIX		05/19/07
3	LT PURPLE/KIDS	SCHWINN	TRIXIC		05/27/07
4	PURPLE/LG	HUFFY	MEGA TRAIL		05/27/07
5	PURPLE/LG	RD	COYOTE		06/06/07
6	SIL/RED/BLK/LG	MONGOOSE	DXR	BASKIN ROBBINS	06/11/07
7	GLD/BRO/MED	NEXT	FREESTYLE	2820 SHENANDOAH	07/16/07
8	WHITE/LG	TREK	8000	SKATE PARK	08/31/07
9	SILVER/LG	VERTICAL	PK7	SKATE PARK	08/31/07
10	BLK/BLU/KIDS	RAND		COUNTRYSIDE	10/25/07
11	GREY/BLK/LG	TREK	3900	ALLEY LL GREEN	11/05/07
12	BLU/SIL/LG	MAGNA	EXCIATOR	WOODSIDE/CHERRY	11/24/07
13	RED/BLU	RALEIGH	M-80	CURTIS PARK	07/01/08
14	RED/MED	MGX	DRX	318 S 4 TH AVE	07/11/08
15	BLUE/LG	DEL SOL	CRUISER	3551 GLENBROOK	07/11/08
16	RED/WH/BLU/LG	SCOTT'S	4130 MTN BIKE	WOODSIDE/COUNTRY	08/04/08
17	WHITE/MED	SPECIALIZED	ROCK HOPPER		
18	BLUE/SM	MONGOOSE	BMX		
19	BLK/LG	IGUANA	GIANT		
20	GREY/SM	RAGE	BMX		
21	SILVER/LG	NOVARA	XR		
22	BLACK/LG	HUFFY	EXTREME		
23	BLUE/MED	MAGNA	HYJINX		
24	GREEN/LG	SKYKOMISH			
25	SILVER/SM	POWERLITE			
26	SILVER/LG	MOTIV	ROCK RIDE		
27	RED/KIDS	HUFFY	ROCK IT	COMM CAMPUS	07/30/08
28	SILVER/LG	VERTICAL	XG9		
29	GREEN/MED	HIGHLAND	FREE SPIRIT		
30	GREY/LG	SCHWINN	MESA		
31	SILVER/LG	MURRY	VETTA		
32	BLACK/SM	MAGNA	GLACIER		
33	WHITE/SM	SCHWINN	DURO 20		
34	PURPLE/LG	MONGOOSE			
35	GREEN/BLU	SCOTT	WIND RIVER	E. BULLION	

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SERIAL #	COLOR / SIZE	BRAND NAME	DESCRIPTION / REMARKS	LOCATION FOUND OR PICKED UP	DATE FOUND
36	BLUE/WHITE	HUFFY	TETON		
37	GREEN/YELLOW	IN-STEP	TRAILER-BABY CT		
38	YELLOW/LG	HUFFY	DASANI		
39	BLACK/KIDS	FRANTIC		3129 WOODSIDE	08/20/08
40	PURPLE/RED/KIDS	RALEIGH		961 SUNRISE	09/02/08
41	BLUE/SILVER	RALEIGH	M-5-	ROOK LAW OFFICE	09/08/08
42	RED/LG	SCHWINN	SC-7		
43	GREEN/LG	DIAMONDBACK	TRAVELER-ROAD		
44	SIL/BLK/YEL/MED	MONGOOSE	SORRENTO	WICKED SPUD	09/15/08
45	BLACK	TREK	XR-75	ALBERTSONS	09/16/08
46	BLUE	SCHWINN	CRUISER	ELM & BIKEPATH	11/01/08
47	BLACK/SILVER	MARIN	SCENIC	SNOW MOUNTAIN (F)	11/03/08
48	BLUE/SILVER	RALEIGH	BEACH CRUISER	SNOW MOUNTAIN (F)	11/03/08
49	RED/SILVER	MONGOOSE	OMNI	EDGEWOOD LANE	11/04/08
50	BLUE	MONGOOSE	OUTERLIMIT-BMX	COPY & PRINT	11/21/08
51	YELLOW/BLACK	SPECIALIZED	OUTERLIMIT-BMX	COPY & PRINT	11/21/08
52	RED/ LG	MSG	MOUNTAIN BIKE	MINI MART	12/16/08
53	WHITE/PURPLE	BARRACUDA	COASTLINE MTN	FOXMOOR & FOX AC	04/20/09
54	RED/WHITE/BLUE	SCOTT	CUDA COMP	PRIMEROSE-CRANBR	07/13/09
55	PINK/BLACK	SCHWINN	PEAK MTN BIKE		07/14/09
56	BLUE/SILVER	SCHWINN	CRUISER	CURTIS PARK	07/14/09
57	BLUE	SCHWINN	MESA MTN BIKE	ANTELOPE & ASPEN	07/15/09
58	COPPER/WHITE	SCHWINN	CRUISER	5 TH & SPRUCE	07/15/09
59	BLUE/SILVER	MONGOOSE	CRUISER SS	COPPER RAN & WOO	07/15/09
60	SILVER/KIDS	HARO	TRICK BIKE	HPD	07/19/09
61	PINK/KIDS	NORCO	BACTRAIL Z16	BCRD POOL	07/21/09
62	RED/MED	REDLINE	LIL MISSY		
63	SILVER/BLACK	MONGOOSE	ROGUE		11/13/08
64	BLACK/GREY	24" TIRES/FRAME	MTN BIKE	CURTIS PARK	
			SUN TOUR SHIFT		

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