

AGENDA ITEM SUMMARY

DATE: 8/18/08 DEPARTMENT: Engr DEPT. HEAD SIGNATURE: 

SUBJECT: Authorize the Mayor to sign the Idaho Power work order agreement for moving the street light at 2nd & Croy to the NE corner.

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

The infrastructure work along 2nd Ave requires moving the 2 street light poles at 2nd & Bullion and 2nd & Croy to the east side of the street. The 2nd & Bullion pole will remain as an overhead service and therefore ID Power is bearing that cost. Due to design considerations the 2nd & Croy light needs to be changed to underground service. City crews will perform a part of this work but some costs to ID Power are to be paid by the City.

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)
____ City Attorney ____ Clerk / Finance Director ____ Engineer ____ Building
____ Library ____ Planning ____ Fire Dept. _____
____ Safety Committee ____ P & Z Commission ____ Police _____
____ Streets ____ Public Works, Parks ____ Mayor _____

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

ADMINISTRATIVE COMMENTS/APPROVAL:

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

ACTION OF THE CITY COUNCIL:

Date _____

City Clerk _____

FOLLOW-UP:
*Ord./Res./Agmt./Order Originals: Record *Additional/Exceptional Originals to: _____
Copies (all info.): _____ Copies (AIS only) _____
Instrument # _____



In Account With

City Of Hailey
115 S Main St
Hailey, Id 83333

RECEIVED
AUG 08 2008

WORK ORDER #

27289661

Date August 6, 2008

In accordance with your request: URD SECONDARY TO STREET LIGHT
#970 LOCATED AT CROY AND 2ND

Line Location: Croy And 2Nd St, Hly

Cost of project	\$	2,126.00
Less allowance	\$	1,280.00
Plus Unusual Cond.		
Engineering fees		
Plus Misc. charges		

Amount to be paid and received prior to job being scheduled for construction: Quote good for sixty days (60) days. \$ 846.00

- Please remit payment.
- Please return signed and dated Service Request and Customer Cost document (attached).
- Please return signed and dated Work Order Map.
- Other

Comments: CUSTOMER AGREES TO PROVIDE SECONDARY TRENCH AT 32" IN DEPTH, PLUS ALL BACKFILL AND COMPACTION NEEDED. WORK ORDER INCLUDES SECONDARY WIRE, 1" CONDUIT AND POLE RISERS.

Work order will not be released for scheduling for construction until payment and/or requested documents are signed and returned.

PLEASE RETURN SIGNED DOCUMENTS TO:

Idaho Power Company
11831 HWY 75
PO BOX 3909
HAILEY, ID 83333

If you have any questions, please telephone:
Bob Rubel
788-8015



Idaho Power Company
Service Request

Service Request Number: 00265291

CITY OF HAILEY-CROY & 2ND ST, HLY URD SERVICE TO ST LGHT 970

Work Order Number:

Request Type: SL

Rate Sch:

Reply By:

Eng Hours:

Eng Fee Amount (Att 98):

Eng Fee Amount (Att 16):

Eng Fee Service Agreement No:

Eng Fee Service Agreement Date:

Customer No:

Feeder: HALY12B

Service Location: 2ND ST HAILEY, ID 83333

Required in Service Date: 8/4/2008

Planning Center/Team: HAILEY

Contact Detail:

252R CITY OF HAILEY-TOM HELLEN 208-788-9430
115 S MAIN ST,, HAILEY ID 83333

CUST CITY OF HAILEY-TOM HELLEN 208-788-9430
115 S MAIN ST,, HAILEY ID 83333

Notes

UNDERGROUND SECONDARY TO STREET LIGHT 970, CORNER OF CROY & 2ND ST, HLY.
CITY TO PROVIDE SECONDARY TRENCHING, BACKFILL AND COMPACTION.



I understand that the information provided above is accurate to the best of my knowledge. Changes to load; voltage; location; etc. may result in additional engineering charges.

Client Signature

Date

Bob Ruel

Facility Rep. Signature

8/6/08

Date



CUSTOMER COST QUOTE IDAHO

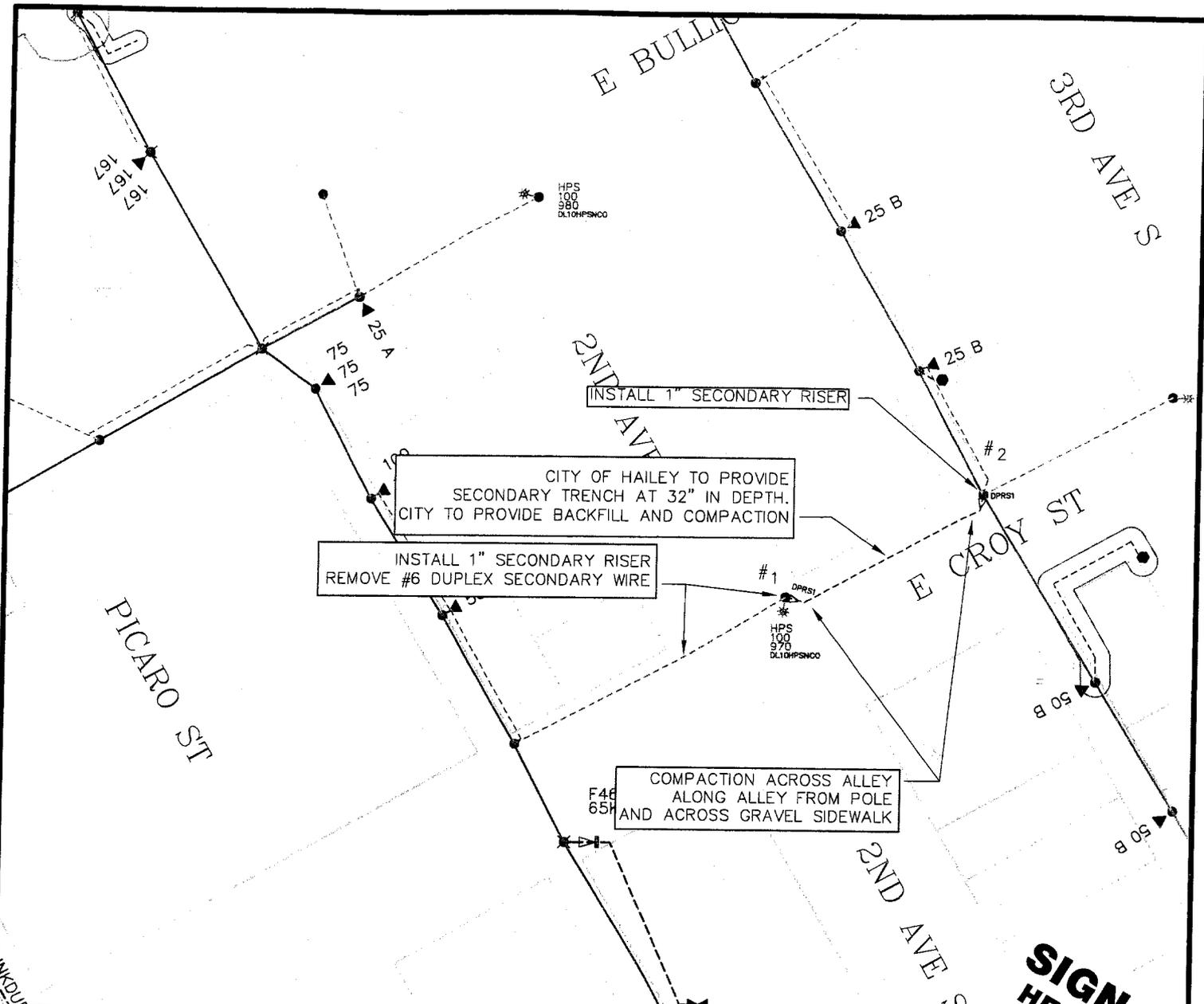
Customer or Project Name: CITY OF HAILEY-CROY & 2ND ST, HLY URD SERVICE TO S	Design Number: 0000072815	Work Order #: 27289661
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	Prepaid Fees	Credit	Debit	Totals
1. Line Installation/Upgrade Costs			2,126	
2. Company Betterment		0		
3. Line Installation Allowances				
a. Customer Cash Allowance		0		
b. Terminal Facilities Allowance		0		
c. Salvage Taxable - Credit		0		
4. Line Installation Credit (Customer Provided Trench)		1,280		846
5. Vested Interest Work Order #			0	
6. Bank Letter of Credit (for Unusual Conditions over \$10,000)		0		
7. Unusual Conditions			0	
8. Net Construction Cost				846
9. Net Vested OR Refundable Construction Cost (Limited to 5 years or 4 additional applicants)				0
10. Construction Cost Not Available for Vesting or Refund				846
11. Right of Way Permits (NSR)			0	
12. Billable Engineering Charges (NSR) (0 Hrs @ \$50 per Hr)			0	
13. Underground Service Charge (NSR)			0	
14. Relocation or Removal Charges (NSR)				
a. Relocation or removal with new load. (412)			0	
b. Relocation or removal with NO new load (415)			0	
c. Non-Taxable Salvage Credit on Relocation or Removal		0		
15. Other Charges			0	
16. Feeder Charge			0	
17. Sub-Total Non-Refundable Charges				0
18. Engineering Fees	\$ 0			
19. Right of Way Permits (NSR)	\$ 0			
20. Temporary Service Charge (NSR)	\$ 0			
21. Total Prepaid Customer Charges	\$ 0			
22. Idaho Power Co. Contribution & Bank Letter of Credit		\$ 1,280		
23. Total Work Order Charges			\$ 2,126	
24. Total Customer Payment Due (Line 8 + Line 17)				846

Notes: _____

Notice: This written quotation shall be binding on the Company for a period of **sixty days (60)** from the date below indicated, subject to changes in information provided by the Customer or changes in the Company's ability to obtain satisfactory rights-of-way or to comply with governmental regulations, including but not limited to the rules, regulations, and tariffs of the Idaho Public Utilities Commission. The Customer must make payment of the quote amount not less than thirty (30) days prior to the start of construction, but the Company does not represent that construction will commence within 30 days of receipt of payment.

Customer Signature	Date
Quotation Date 8/6/08	IPCo Representative



UNDERGROUND CABLE NOTES							
POINT NUMBER	STATION	CABLE SIZE	CABLE LENGTH	TRENCH LENGTH	CONDUIT SIZE	CONDUIT LENGTH	COMPACTION LENGTH
3	Dpole TO Dpole	#6 DX	230	170	1-1"	160	50

Customer: _____ Date: _____

Job Title:
CITY OF HAILEY-2ND ST, HLY UNDERGROUND SERVICE TO LIGHT 980, 2ND
 Additional Description:
2ND ST AND CROY. POLE AND LIGHT RELOCATED UNDER IPCO W027289785
 Additional Description:



Feeder Map file Name: HALY1201					Surveyed or GPS: NONE		Fdr By: _____		Designer: RBR6393	
Qua 1 TwN 02N Rng 18E Sec 09 Mer BM					Joint Use Attachments: NO		Date: _____		Design No: 0000072815	
State ID County BLAINE					Pre-Built Date: _____		ArcFM By: _____		Work Order No: 27289661	
					Built as Designed: _____		Date: _____			
					Construction Date: _____					
					Operating Voltage: 7.2 kV					



Memorandum of Agreement

Project Name: Street Light 970

Work Order No.: 27289661

The purpose of this Memorandum of Agreement (hereinafter "Agreement") is to set out in writing certain agreements between Idaho Power Company and (Developer) City Of Hailey hereinafter referred to as Developer, regarding the Developer's performing a portion of the construction work required as a part of Idaho Power Company's Work Order No: 27289661 for the (Name of Work Order) CITY OF HAILEY

Developer understands and specifically agrees to the following:

1 The Developer will perform the following "work": (type of work)
PROVIDE EXCAVATION FOR SECONDARY TRENCH AT 32" IN DEPTH, ALL BACKFILL AND COMPACTION

2 The area where this "work" will be performed is marked on the Work Order map which is attached hereto and is referred to as the Developer's Work Area.

3 The above described "work" shall be performed under the direction and control of Developer who shall be acting as an independent contractor and not as an agent or employee of Idaho Power Company.

4 Developer specifically agrees to assume liability for any and all injury, disability and/or death of any workman or other person as well as any personal injury or property damage of any type resulting from or arising out of the performance of the above described "work." Developer further specifically agrees to indemnify, hold harmless and provide a full defense for Idaho Power Company, its representatives, agents, employees, officers, directors, and all other persons, associations, affiliates or corporations acting for, by or through, or in any way on behalf of Idaho Power Company from any claims, demands, actions, suits, losses, expenses or penalties of any kind or nature arising out of or by reason of the performance of the above described "work" by Developer. Additionally, in the event any such action or claim of any type is filed against Idaho Power Company as hereinbefore described, Idaho Power Company may, at its option, undertake its own defense, and Developer agrees to pay all costs, expenses and attorney fees associated with such defense.

5 Developer specifically agrees that all "work" performed by Developer under this Agreement shall be conducted in a safe manner. Developer agrees to continuously maintain proper and adequate barriers and marking around the entire "work" areas, including but not limited to trenches, to ensure the safety of Developer's workers, Idaho Power Company personnel and the public.

6 Idaho Power Company shall, at all times, retain authority to inspect, but is not required to inspect, any and all aspects of the above described "work." Developer acknowledges that he has full responsibility to ensure that the "work" is performed properly and meets the requirements, codes and specifications of all relevant authorities or regulatory bodies, including but not limited to OSHA Safety and Health Regulations, and the following specifications of Idaho Power Company:

(Company Work Specifications)

PROVIDE ALL SECONDARY TRENCH AT 32" IN DEPTH. SEE ATTACHED TRENCHING SPECIFICATIONS
64-04-01 THROUGH 64-04-06 FROM IDAHO POWER UNDERGROUND DISTRIBUTION MANUAL.

7 Developer acknowledges his full and continuing responsibility to use sound engineering judgment in all aspects of the performance of the above described "work." In addition, Developer agrees that at any time during the progress of said "work" and at Idaho Power Company's option, Idaho Power Company may order that any work deemed to be unsatisfactory after inspection shall be redone at Developer's expense.

8 Developer will receive credit on the Work Order in the amount of \$1,280.00 as a contribution in aid of construction for the "work" performed under this Agreement.

9 Idaho Power Company will install all cables, transformers and pads.

10 Except for the "work" described in Paragraphs 1 and 2 above, all the work to be performed under this Work Order and all work performed outside the Designated Developer Work Area will be performed by Idaho Power Company or its contractor.

11 All questions that arise in regard to work to be performed under this Agreement which require a response by Developer will be directed to TOM HELLEN, CITY OF HAILEY
whose address is 115 S MAIN ST, HAILEY
and whose phone number is 788-9430

**SIGN
HERE**

12 This Agreement and all of the work required to be performed under the Work Order described above is subject to all applicable schedules and tariffs approved and filed with the Idaho Public Utilities Commission.

The above Memorandum of Agreement, read and understood IDAHO POWER COMPANY
and agreed to this _____ day of _____

Developer

Bob Rubel
Idaho Power Representative

Trenching Installation

Call Dig Line for Locations

You must call Dig-Line for locations at least 48 hours before starting any excavation if there may be other utilities in the work area.

- ◆ In Idaho:
342-1585
(800) 342-1585
- ◆ In Oregon:
(800) 332-2344

When excavating on private property, contact the property owner or other responsible party to see if there any obstacles such as septic tanks, drain fields, irrigation pipe, or electrical wiring in the work area.

Determine the Finished Grade

In order to maintain the proper burial depth, the finished grade must be established before beginning any excavation. In most projects, the finished grade has already been determined by a surveyor and indicated on stakes located near the property pins. In other cases, a responsible party must come out and establish the finished grade.

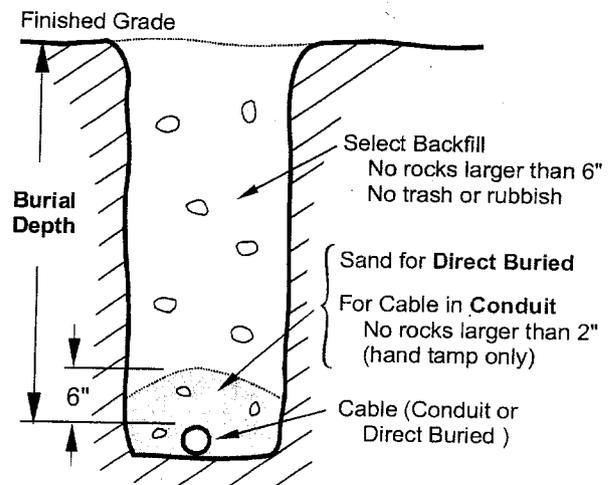
Don't trench without first establishing the finished grade. Facilities that are not installed in their proper location may have to be relocated later.

Basic Trench Design

The following are the specified **burial depths** for electrical cables measured to the top of the cable or conduit. The trench must be deeper than the burial depth to allow for the diameter of the conduit or cable.

Voltage	Direct Buried or in Conduit
Up to 600 V	30" (+/- 6")
601 V to 35-kV	42" (+/- 6")

NOTE. Most roadways require at least 30" burial depth.



Basic Trench Design for Conduit or Direct Buried Cable Installations

Trenching

Mark out the trench route with white marking paint (Cat. ID 6641) to help the operator get a visual idea of where the trench is going and what obstructions, if any, are in the area. This also helps keep the trench as straight as possible. Authorization for any route modifications should be obtained at this time. Particular attention should be made to any survey stakes or property pins that could be disturbed if the trench is too close.

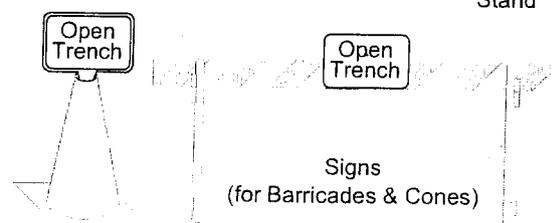
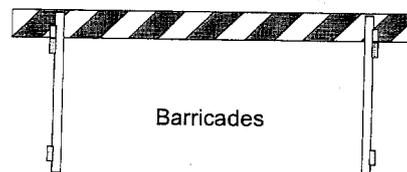
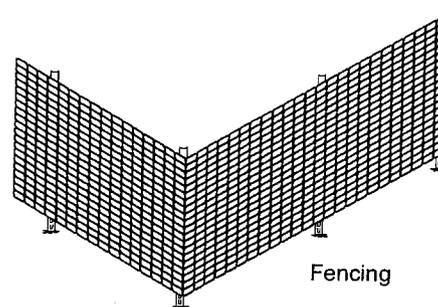
Before beginning any trenching, make sure proper precautions have been taken and that safety equipment is available to protect employees and the public from injury. Trenches dug in unstable or disturbed soil will likely have unstable sides and may cave in. Even though the trench is less than 4 feet deep, shoring may still be necessary in these conditions. See Section 77, *Methods*, for more information on shoring.

Dig the trench to the appropriate depth, leveling the bottom of the trench as a base for the conduit or cable.

Trench Barricades

When a 30" trench branches off of a 42" trench, gradually taper the bottom of the trench up to 30". The length of the taper will vary with the size of the conduit being installed. Avoid putting too much bending stress on the cable or conduit since they could be damaged during backfilling.

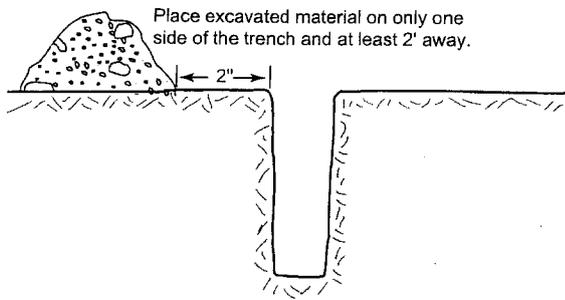
Whenever possible, work should be planned so that trenches or excavations can be filled at the end of the work period. Cable markers can be used to mark the ends of the conduit. Where excavations must be left overnight, lighted barricades and reflective cones or signs shall be used when near roadways. The use of orange plastic fencing around the excavation, or solid sheeting over the excavation is also recommended for pedestrian protection. (Refer to Section 119 in the *Tools Manual* for more information.)



Examples of Barricade Materials

Trench Spoils

Keep trench spoils at least 2' from the edge of the trench and any property pins or permanent markers. Also, they should be kept clear of the roadway or other access areas whenever possible. Any spoils or debris that are to be removed from the site should be hauled away each day and disposed of in accordance with all applicable regulations.



Placement of Trench Spoils

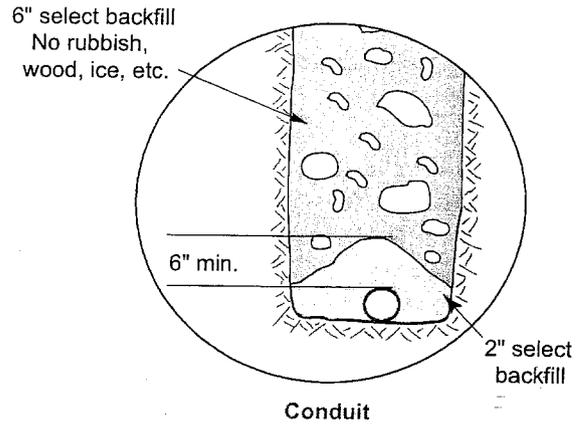
Separations

Refer to Section 53 — *Clearances* for minimum separation requirements between electrical cables and other facilities.

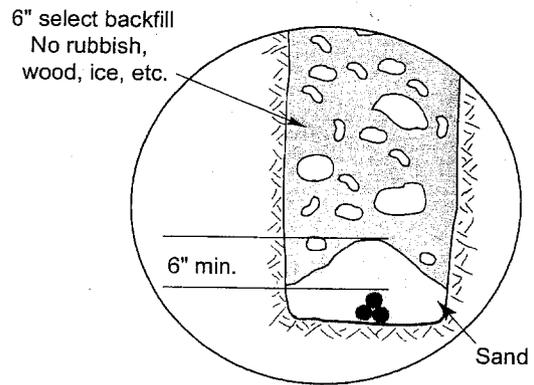
Shading and Backfilling

Shade the conduit with enough 2" select backfill material to provide a 6" covering. This helps protect the conduit from being damaged during the compaction process.

Direct-buried cable should be shaded with 6" of sand.



Conduit



Direct Buried Cable

Shading Conduit and Direct Buried Cable

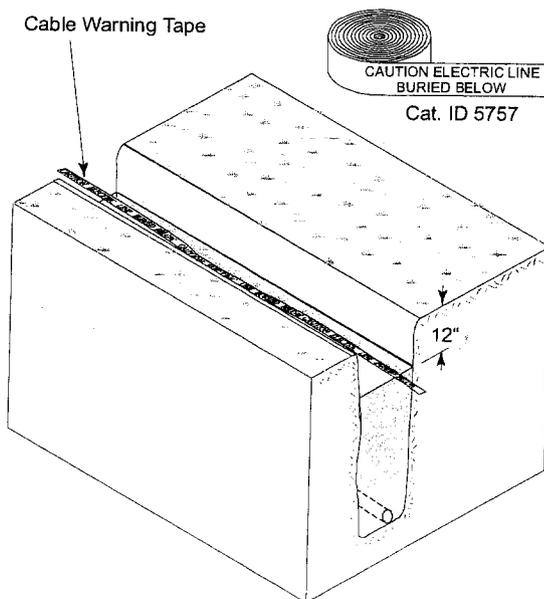
After shading, backfill the rest of the trench with 6" select backfill material. Don't put rubbish, wood, ice, etc. in the trench.

Buried Cable Warning Tape

Most installations do not have buried cable warning tape installed. We rely on "Dig-Line" and other locating practices to prevent most dig-ins from occurring. Standardized facility placement also reduces these conflicts. Warning tape can be installed in the following situations:

- ◆ In large commercial projects with extended construction times.
- ◆ Where other utility locations create conflict.
- ◆ Anywhere there is a higher than normal probability of a dig-in.

To install the tape, backfill the trench to within 12" of the finished grade. Lay the warning tape (Cat. ID 5757) along the trench, and finish backfilling. The marking tape location gives the excavator ample warning that he is working in an existing trench, before he actually digs into our facilities.



Placement of Cable Warning Tape

When using a cable plow, it must have a chute that can be adjusted so that the warning tape will be installed 12" below the finished grade.

NOTE. Buried cable warning tape, permanent post markers, and cable route markers are often required in special right-of-way applications. Their installation is addressed in Section 64-07, *Special Rights-of-Way*.

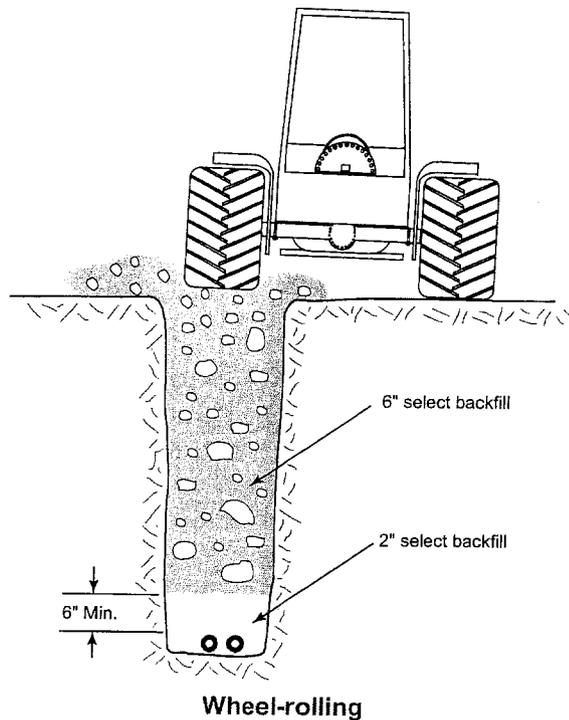
Compaction

Standard Compaction. Compact all areas of backfill to prevent future settling. Standard compaction is adequate for most sites where some settling is permissible. Other areas are more sensitive to settling and may require high compaction.

For standard compaction, backfill with native soil and wheel-roll the trench (see the illustration on the next page). Standard compaction achieves about an 80% compaction rate, but this is highly dependent on soil conditions. Two of the major factors affecting soil conditions are the type of soil and the amount of moisture in the soil.

Most soil types can be used for standard compaction. However, loamy soil may be inadequate. If so, it should be hauled off and replaced with an imported material such as 3/4" road mix. If the backfill is in a landscape area, the native soil can be used for the top 12" of backfilled area to allow it to be consistent with the surrounding areas.

Moisture is the largest variable in the obtainable rate of compaction. Moist soils compact better than dry soils. Adding some water to the backfill material may be all that is needed to achieve the desired compaction. However, too much moisture can reduce the obtainable compaction.



Here is a simple test to determine whether the soil has a proper amount of moisture for compaction. This test does not work well if the soil has a large amount of sand or gravel.

Squeeze a handful of the soil into a tennis ball sized clump and drop it from 12" above the ground:

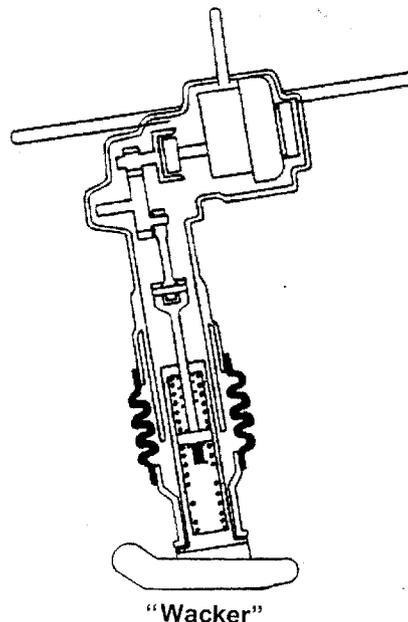
- ◆ If it has proper moisture content, the ball will break into a few evenly sized fragments.
- ◆ If the soil is too dry, it won't form into a ball.
- ◆ If the soil is too wet, the clump won't break apart when dropped.

High Compaction. High compaction (usually referred to as 95% compaction) is required in certain rights-of-way and recommended when:

- ◆ The trench is or will be under paved surfaces (such as roadways, alleys, parking lots, and sidewalks), or
- ◆ When high compaction is specified or required by the grantor of the right-of-way.

For high compaction, backfill with 3/4" road mix, pit run, or sand in 12" lifts, compacting each lift with a wacker or other similar compaction device. Sometimes, compaction can be obtained in larger lifts when bigger compaction equipment (such as a hydrohammer) is used.

Higher compaction rates may be obtainable by using shallower lifts. Adding water may also help.



Sometimes, the grantor of the right-of-way may specify materials, practices, or compaction rates that exceed Idaho Power's specifications as a condition for granting the right-of-way.

Avoid over-compacting the backfill. Once the maximum attainable compaction for the material being used is achieved, additional compaction only tends to break the compacted soil apart, like a hammer hitting concrete. It also is hard on the compaction equipment.

Native soil is not recommended as backfill material when high compaction is required.

Pavement Replacement

Paving that must be replaced or repaired is best left to the professionals. Backfill the trench, compacting as specified, leaving the backfill 6" from the top of the surrounding paving. Fill the remainder with 3/4" road mix as a temporary fill material and arrange for the paving to be replaced.

The paving contractor will likely remove the temporary patch and enough paving on each side of the trench to make a permanent repair meeting the applicable specifications. Usually, weather conditions determine when the permanent repairs are made.

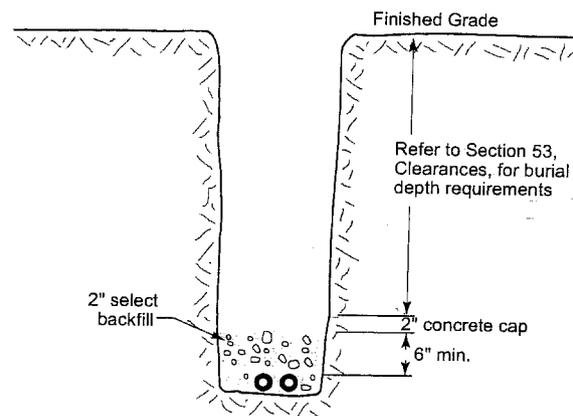
Concrete Encasing

Encasing conduit in concrete provides the maximum level of protection to the conduit and cable. Most applications involve feeder getaway cables and are designed by the Substation Design Group. Contact Methods & Materials for help with concrete encased designs for distribution cables. Refer to Section 62-05, *Conduit* for more information.

Concrete Cap

A concrete cap can be specified when additional protection is required over a portion of a cable run and concrete encasing is not necessary.

After the cable or conduit is installed at the proper depth and shaded with 6" of suitable backfill material, a 2" thick layer of concrete is poured. Ready-mix concrete can be used, or a sand slurry can be mixed in the field. Use one part concrete to five parts sand with just enough water to make the mixture pourable.



Concrete Cap

AGENDA ITEM SUMMARY

DATE: 8/18/08 DEPARTMENT: Engr DEPT. HEAD SIGNATURE: 

SUBJECT: Authorize the Mayor to sign two IDWR Permit Applications for Indian Creek winter water rights

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

As was briefly discussed at the 8/11 council meeting we have two permit applications for appropriating the Indian Creek winter water for recharge purposes. The advice of counsel is to file both applications; one asking for credit and one not.

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)
____ City Attorney ____ Clerk / Finance Director ____ Engineer ____ Building
____ Library ____ Planning ____ Fire Dept.
____ Safety Committee ____ P & Z Commission ____ Police
____ Streets ____ Public Works, Parks ____ Mayor

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

ADMINISTRATIVE COMMENTS/APPROVAL:

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

ACTION OF THE CITY COUNCIL:

Date _____

City Clerk _____

FOLLOW-UP:

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

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

HUTCHINSON

&

BROWN, LLP

ATTORNEYS AT LAW

Keith E. Hutchinson, Esq.
Patrick D. Brown, Esq.

PHONE: (208) 733-9300
WATS: (800) 753-2529
FAX: (208) 733-9343

August 7, 2008

RECEIVED
AUG 09 2008

Tom Hellen, Engineer
CITY OF HAILEY
115 Main St. S., Ste. H
Hailey ID 83333

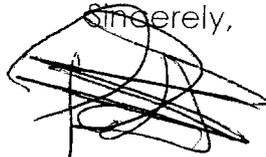
Re: **Hailey**, City of - Indian Creek Objection

Dear Tom:

Enclosed please find the two separate applications we discussed today on the phone. Also enclosed are the filing fee checks. Please get them signed and forwarded to IDWR as soon as possible.

Thank you.

Sincerely,



Patrick D. Brown

/cb
Enc.
cc: Ned Williamson, w/enc.

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
APPLICATION FOR PERMIT
To appropriate the public waters of the State of Idaho

1. Name of Applicant City of Hailey Phone 208-788-4221
Mailing address 115 S. Main St. #H, Hailey Idaho 83333 Email _____

2. Source of water supply Indian Creek which is a tributary of Big Wood River

3. Location of point of diversion is Township 2N Range 18E Sec. 4, in the NW & NE 1/4,
NE 1/4, NW 1/4, Govt. Lot _____, B.M., Blaine County;
additional points of diversion if any: _____

4. Water will be used for the following purposes:
Amount 6.0 cfs for groundwater recharge purposes from 10/01 to 5/01 (both dates inclusive)
(cfs or acre-feet per year)
Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
(cfs or acre-feet per year)
Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
(cfs or acre-feet per year)
Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
(cfs or acre-feet per year)
Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
(cfs or acre-feet per year)
Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
(cfs or acre-feet per year)

5. Total quantity to be appropriated is (a) 6 cfs and/or (b) _____
cubic feet per second acre feet per year

6. Proposed diverting works:
a. Describe type and size of devices used to divert water from the source from stream to a "dry well", which
will be engineered to recharge as the current system is inadequate.
b. Height of storage dam _____ feet; active reservoir capacity _____ acre-feet;
total reservoir capacity to be engineered _____ acre-feet
c. Proposed well diameter is _____ inches; proposed depth of well is to be engineered _____ feet
d. Is ground water with a temperature of greater than 85°F being sought? _____
e. If well is already drilled, when? _____; Drilling firm _____;
Well was drilled for (well owner) _____; Drilling Permit No. _____

7. Time required for completion of works and application of water to proposed beneficial use is 2 years (minimum 1 year)

8. Description of proposed uses (if irrigation only, go to item 9):
a. Hydropower; show total feet of head and proposed capacity in kW. _____
b. Stockwatering; list number and kind of livestock. _____
c. Municipal; show name of municipality. City of Hailey
d. Domestic; show number of households. _____
e. Other; describe fully. _____

CREDIT
FOR CITY
wells

9. Description of place of use:

- a. If water is for irrigation, indicate acreage in each subdivision in the tabulation below.
- b. If water is used for other purposes, place a symbol of the use (example: D for Domestic) in the corresponding place of use below. See instructions for standard symbols.

TWP	RGE	SEC	NE				NW				SW				SE				TOTALS
			NE	NW	SW	SE													
2n	18E	4																	
		9																	
		10																	
NOTE THE POINT OF INJECTION INTO GROUNDWATER IS AT THE SAME PLACE A POINT OF DIVERSION, ABOVE.																			

Total number of acres to be irrigated: _____ reuse would be through City wells as shown on Wellhead protection map.

10. Describe any other water rights used for the same purposes as described above. Include water delivered by a municipality, canal company, or irrigation district. If this application is for domestic purposes, do you intend to use this water, water from another source, or both, to irrigate your lawn, garden, and/or landscaping? n/a

- 11. a. Who owns the property at the point of diversion? Idaho Department of Transportation
- b. Who owns the land to be irrigated or place of use? same
- c. If the property is owned by a person other than the applicant, describe the arrangement enabling the applicant to make this filing: Currently communicating with ITD and Blaine County to obtain a permit for the project.

12. Describe your proposal in narrative form, and provide additional explanation for any of the items above. Attach additional pages if necessary. Current system does not provide adequate recharge in the winter. The City is working with concerned parties to reconstruct system for recharge and maintain it. The City seeks credit for recharge achieved in relation to its use of municipal wells, thru this application and hereby petitions for a processing exemption from moratorium, because the beneficial nature of the project replenishes the groundwater and makes additional groundwater available for use through the City's wells.

13. **MAP OF PROPOSED PROJECT REQUIRED** - Attach an 8½"x11" map clearly identifying the proposed point of diversion, place of use, section #, township & range. (A photocopy of a USGS 7.5 minute topographic quadrangle map is preferred.)

BE IT KNOWN that the undersigned hereby makes this application for permit to appropriate the public waters of the State of Idaho as herein set forth.

Signature of Applicant

Print Name (and title, if applicable)

For Department Use:

Received by _____ Date _____ Time _____ Preliminary check by _____
Fee \$ _____ Received by _____ Receipt No. _____ Date _____

Publication prepared by _____ Date _____ Published in _____
Publication approved _____ Date _____ Dates Published _____

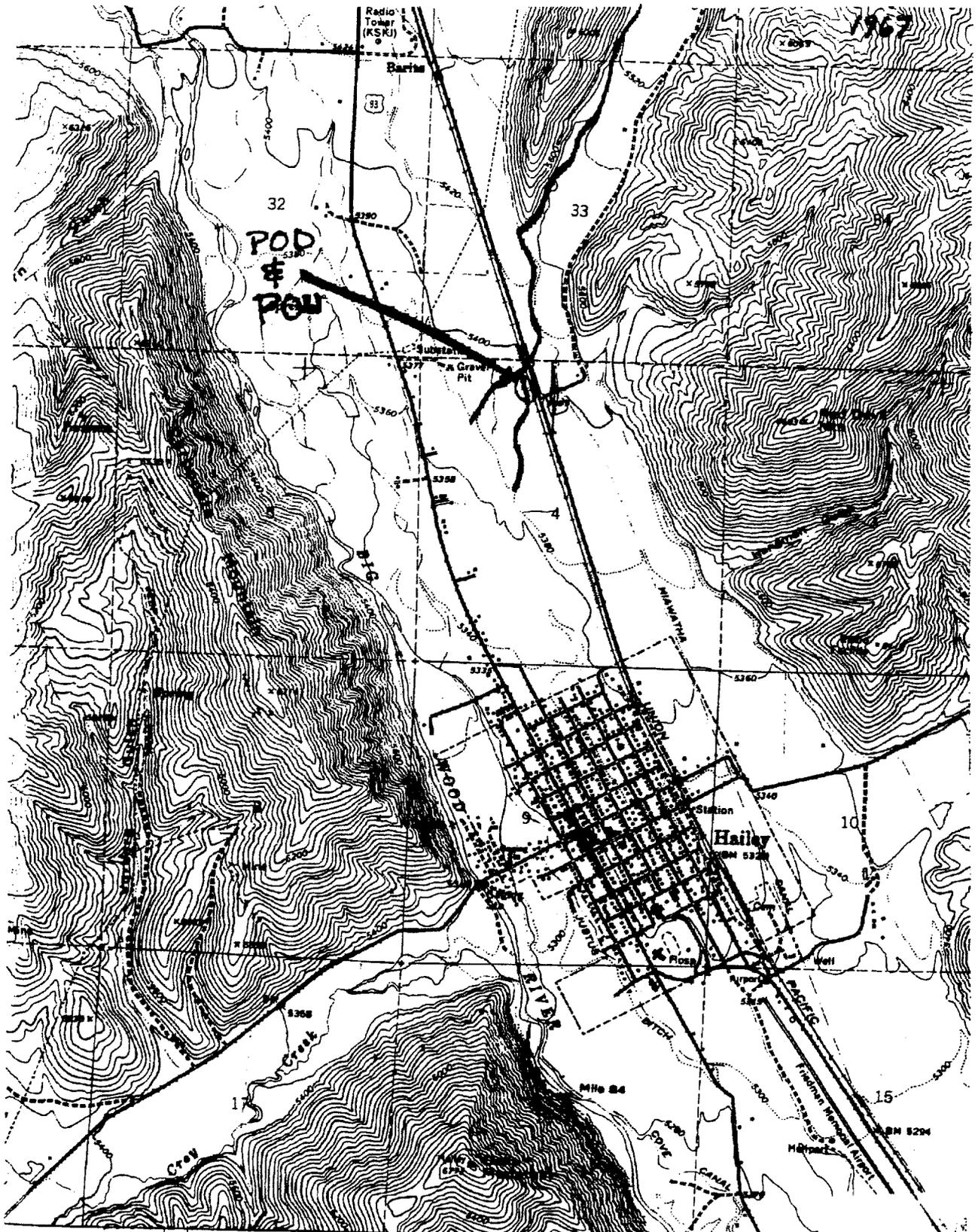
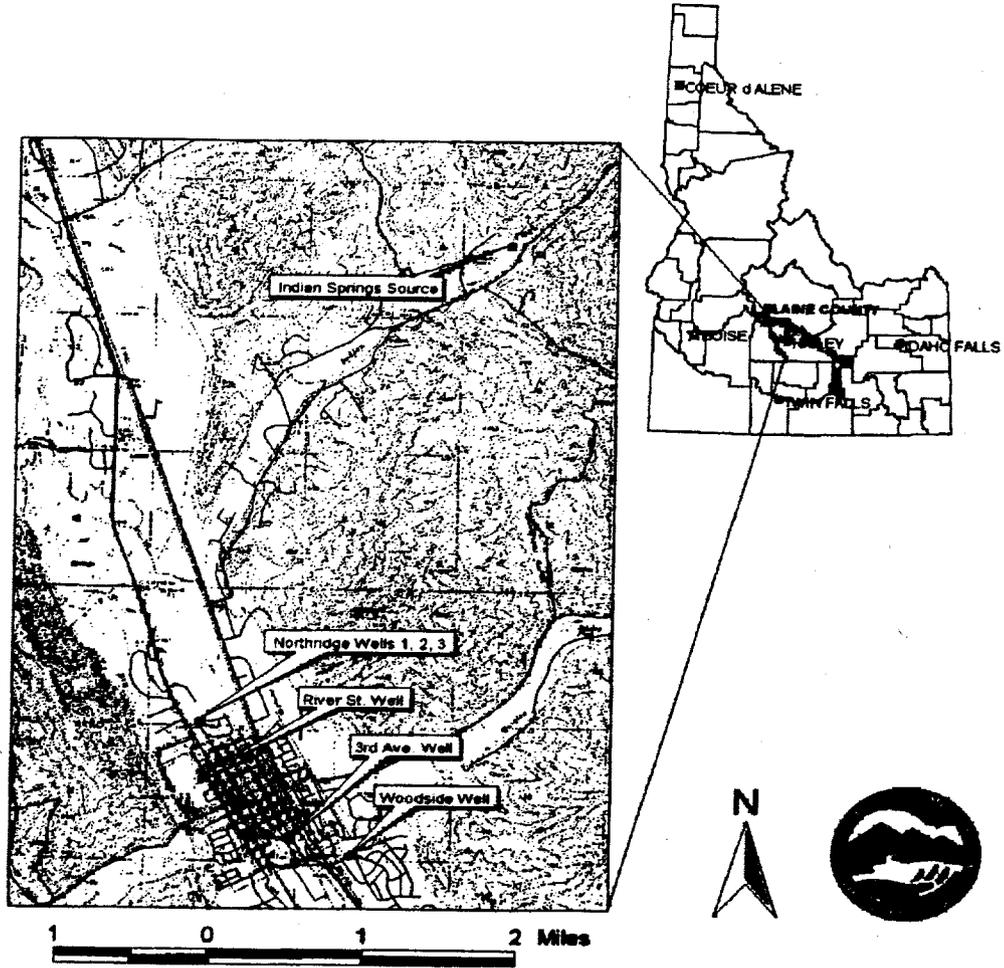


Figure 1. Geographic Location of the City of Hailey Wells



C:\Documents and Settings\Administrator\Desktop\HAILWHP2.DOC5/29/02

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
APPLICATION FOR PERMIT

To appropriate the public waters of the State of Idaho

1. Name of Applicant City of Hailey Phone 208-788-4221
Mailing address 115 S. Main St. #H, Hailey Idaho 83333 Email _____
2. Source of water supply Indian Creek which is a tributary of Big Wood River
3. Location of point of diversion is Township 2N Range 18E Sec. 4, in the NW & NE 1/4,
NE 1/4, NW 1/4, Govt. Lot _____, B.M., Blaine County;
additional points of diversion if any: _____
4. Water will be used for the following purposes:
Amount 6.0 cfs for groundwater recharge purposes from 10/01 to 5/01 (both dates inclusive)
(cfs or acre-feet per year)
Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
(cfs or acre-feet per year)
Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
(cfs or acre-feet per year)
Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
(cfs or acre-feet per year)
Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
(cfs or acre-feet per year)
Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
(cfs or acre-feet per year)
5. Total quantity to be appropriated is (a) 6 cfs and/or (b) _____
cubic feet per second acre feet per year
6. Proposed diverting works:
a. Describe type and size of devices used to divert water from the source from stream to a "dry well", which
will be engineered to recharge as the current system is inadequate.
b. Height of storage dam _____ feet; active reservoir capacity _____ acre-feet;
total reservoir capacity to be engineered _____ acre-feet
c. Proposed well diameter is _____ inches; proposed depth of well is to be engineered _____ feet
d. Is ground water with a temperature of greater than 85°F being sought? _____
e. If well is already drilled, when? _____; Drilling firm _____;
Well was drilled for (well owner) _____; Drilling Permit No. _____
7. Time required for completion of works and application of water to proposed beneficial use is 2 years (minimum 1 year)
8. Description of proposed uses (if irrigation only, go to item 9):
a. Hydropower; show total feet of head and proposed capacity in kW. _____
b. Stockwatering; list number and kind of livestock. _____
c. Municipal; show name of municipality. City of Hailey
d. Domestic; show number of households. _____
e. Other; describe fully. _____

No Credit
for City
wells

9. Description of place of use:

- a. If water is for irrigation, indicate acreage in each subdivision in the tabulation below.
- b. If water is used for other purposes, place a symbol of the use (example: D for Domestic) in the corresponding place of use below. See instructions for standard symbols.

TWP	RGE	SEC	NE				NW				SW				SE				TOTALS
			NE	NW	SW	SE													
2n	18E	4					XX												
NOTE	THE POINT OF INJECTION INTO GROUNDWATER IS AT THE SAME PLACE A POINT OF DIVERSION, ABOVE.																		

Total number of acres to be irrigated: _____ reuse would be through City wells as shown on Wellhead protection map.

10. Describe any other water rights used for the same purposes as described above. Include water delivered by a municipality, canal company, or irrigation district. If this application is for domestic purposes, do you intend to use this water, water from another source, or both, to irrigate your lawn, garden, and/or landscaping? n/a

11. a. Who owns the property at the point of diversion? Idaho Department of Transportation
 b. Who owns the land to be irrigated or place of use? same
 c. If the property is owned by a person other than the applicant, describe the arrangement enabling the applicant to make this filing: Currently communicating with ITD and Blaine County to obtain a permit for the project.

12. Describe your proposal in narrative form, and provide additional explanation for any of the items above. Attach additional pages if necessary. Current system does not provide adequate recharge in the winter. The City is working with concerned parties to reconstruct system for recharge and maintain it. The City does not seeks credit for recharge through this application, which renders it exempt from the processing moratorium. (The City has contemporaneously with this application filed a separate one seeking credit and an exemption from the moratorium).

13. **MAP OF PROPOSED PROJECT REQUIRED** - Attach an 8½"x11" map clearly identifying the proposed point of diversion, place of use, section #, township & range. (A photocopy of a USGS 7.5 minute topographic quadrangle map is preferred.)

BE IT KNOWN that the undersigned hereby makes this application for permit to appropriate the public waters of the State of Idaho as herein set forth.

Signature of Applicant

Print Name (and title, if applicable)

For Department Use:

Received by _____ Date _____ Time _____ Preliminary check by _____
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Publication prepared by _____ Date _____ Published in _____
 Publication approved _____ Date _____ Dates Published _____

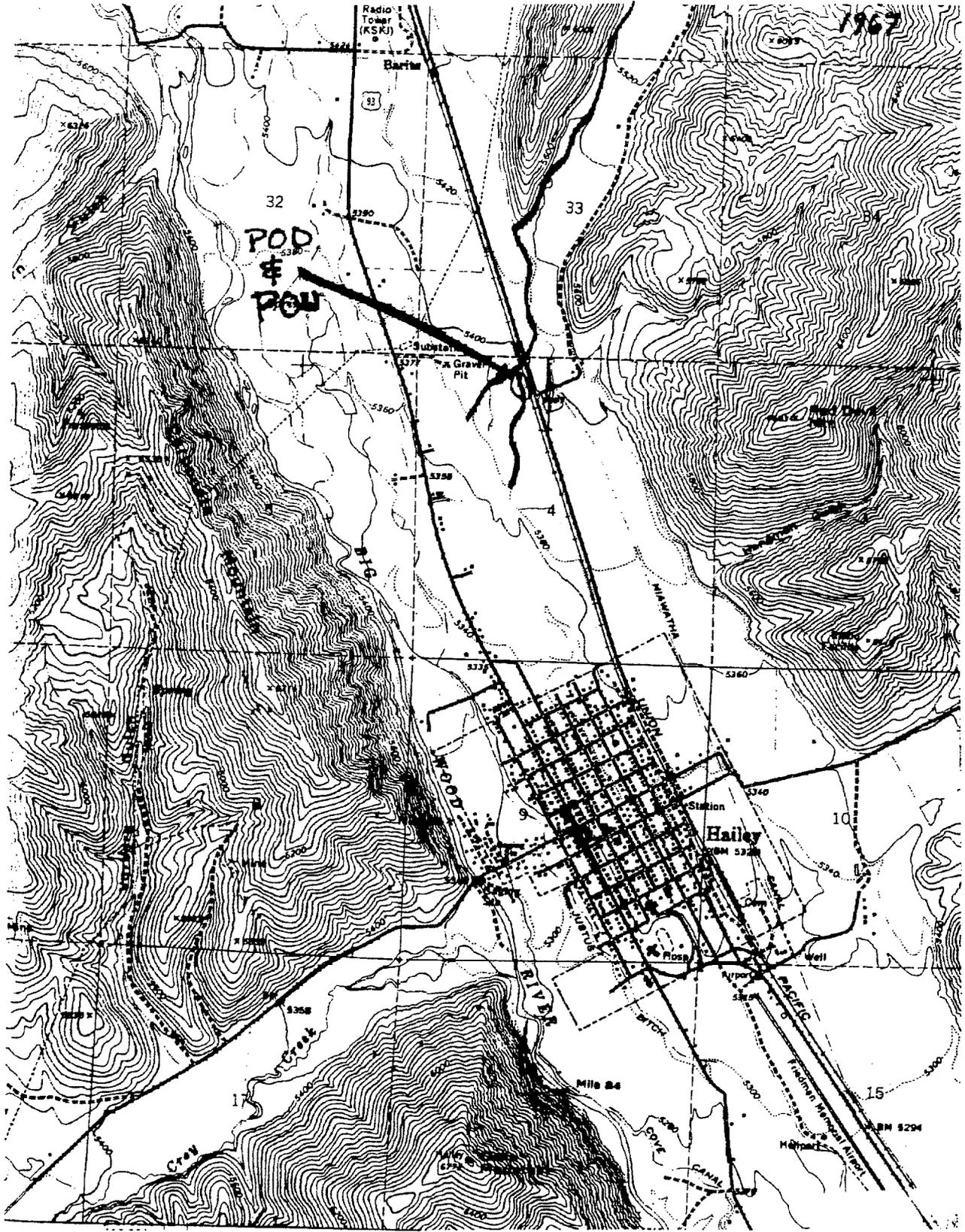
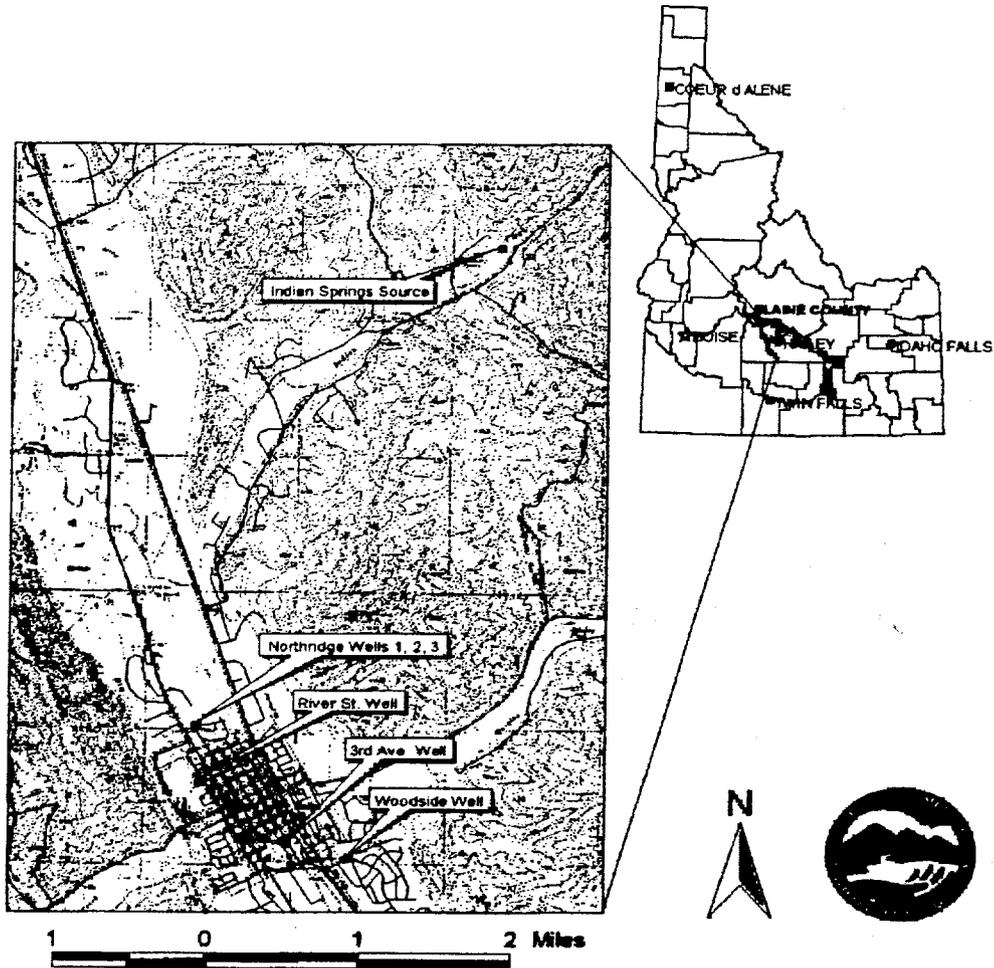
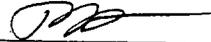


Figure 1. Geographic Location of the City of Hailey Wells



AGENDA ITEM SUMMARY

DATE: 8/18/08 DEPARTMENT: Engr DEPT. HEAD SIGNATURE: 

SUBJECT: Authorize the Mayor to sign two Safe Routes to School ITD Forms

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

A requirement of the Safe Routes to School project is both a Right-of-Way and a Concept Approval form signed by the mayor. These merely state that we didn't need to acquire additional ROW and to get the ITD District Engineer to approve the concept.

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)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

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)

Local Public Agency's Certificate Of Completion Of Right-Of-Way Activities



Local Public Agency City of Hailey	Project No. A010(985)
Project Name Hailey Elementary Safe Routes to School	Key No. 10985

PART A

The proposed construction project did not require the acquisition of additional real property rights.

Check here if Part A pertains, then skip to Part C below and complete date and signature area of form.
(If Part A is not applicable, please complete Parts B and C below.)

PART B

The proposed construction project required the acquisition of additional real property rights. There were _____ ownerships involved and _____ relocations of persons as a result of said acquisitions.

I hereby certify that all acquisitions and relocations, if any, were performed in accordance with our assurances to comply with state and federal laws and regulations related to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and amendments thereto.

It is further certified that in all cases where the real property rights were obtained through donation, that the property owner(s) was fully informed of the right to receive just compensation and the owner has released our agency from its obligation to appraise the property in the event that the estimated value may exceed \$2,500.00.

PART C

- Check here if there is no utility involvement on this project.
- Check here if arrangements have been made to coordinate the relocation of any/all utility facilities.

Date 8/18/08	Agency City of Hailey
Attest (Clerk or Secretary)	Chairman's, President's or Mayor's Signature

Idaho SR2S Program Manual (2/08)
Concept Approval
 Idaho Transportation Department



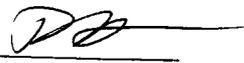
Project Number <i>A010(985)</i>			Key Number <i>10 985</i>
Highway Route <i>N/A</i>	Beginning Mile Post <i>N/A</i>	Ending Mile Post <i>N/A</i>	Federal Aid Route <i>N/A</i>
Project Title <i>HAILEY ELEMENTARY SAFE ROUTES TO SCHOOL</i>			WA Number
Project Category <input checked="" type="checkbox"/> Simple <input type="checkbox"/> Complex			

Revisions or additions to these established project concept and design standards shall require appropriate supporting data and Idaho Transportation Department approval.

Recommended By (Local Sponsor)	Date
Recommended/Approved By (District Engineer)	Date
Reviewed By (Roadway Design Engineer)	Date
Approved By (Assistant Chief Engineer, Development)	Date
<input type="checkbox"/> Design Exception Approved by Committee	Date

AGENDA ITEM SUMMARY

DATE: 08/25/08 DEPARTMENT: Public Works

DEPT. HEAD SIGNATURE: 

SUBJECT:

Request approval for the WRHS Homecoming Parade Special Event on Main Street, September 26, 2008, 3 p.m. – 3:30 p.m.

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

ITD application has been submitted to ITD for approval.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Department Heads approved with not further conditions.

FOLLOW-UP REMARKS:

DECISION

Based on the Application for a Special Event Permit for the WRHS Homecoming Parade, the City of Hailey, pursuant to Chapter 12.14 of the Hailey Municipal Code, approves the Application and grants the Special Event Permit, subject to the following conditions:

Standard Conditions

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

Other Condition

- a. ITD Special Events Permit needs to be approved by ITD.

DATED this 25th day of August, 2008.

CITY OF HAILEY

By: _____
Rick Davis, its Mayor

ATTEST:

Mary Cone, its City Clerk

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

AGREEMENT

In consideration of the granting of a special event permit by the City of Hailey ("the City") for the WRHS Homecoming Parade that will occur on September 26, 2008 from 3:00 p.m. to 3:30 p.m., plus specified set up and teardown time, ("the Event"), and pursuant to Section 12.14 of the Hailey Municipal Code, the undersigned, as the applicant ("Applicant") of a Special Event Permit from the City for the Event, does hereby agree to reimburse the City for any costs incurred by the City in repairing damage or providing any services or materials resulting from the Event. The Applicant agrees that such costs may be deducted from a non-refundable security deposit or additional deposit as established by the City, and that if costs exceed any deposit made by the applicant, further reimbursement will be made to the City upon demand. The Applicant hereby agrees to indemnify, defend and hold harmless the City and its officers and employees, in their official and individual capacities, from any and all claims, demands, obligations, liabilities, lawsuits, judgments, attorneys' fees, costs, expenses and damages of any nature caused by or arising out of, or connected with the Event. In the event either party hereto is required to retain counsel to enforce a provision of this Agreement, or to recover damages resulting from a breach hereof, the prevailing party shall be entitled to recover from the other party all reasonable attorney's fees incurred herein or on appeal, or in bankruptcy proceedings. The Applicant agrees to comply with all the laws and ordinances of the City of Hailey, Idaho applicable to the subject matter thereof, and to conduct the Event in accordance with the terms and provisions of the application for a Special Event Permit, as approved or as modified by the City, and all conditions of the Special Event Permit. The Applicant agrees that the Special Event Permit is nontransferable and shall be conducted only for the dates and locations as approved by the City.

IN WITNESS WHEREOF, Applicant and the City have executed this Agreement on this 25th day of August, 2008.

APPLICANT:

By: _____
(please sign and print name and title, if applicable)

CITY OF HAILEY:

By: _____
Rick Davis, its Mayor

ATTEST:

Mary Cone, its City Clerk

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



5366

SPECIAL EVENT PERMIT APPLICATION

RECEIVED

I. EVENT NAME: WRHS HOME COMING PIRATE

SEP 27 2008

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

See Attached Map - City Streets & Hwy 75

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
9-26-08	Start Time: 3:00 PM End Time: 3:30 PM	One Hour Interval: All Day: 2,000
	Start Time: End Time:	One Hour Interval: All Day:
Date of Set-Up		
9-26-08	Start Time: 2:30 PM End Time:	
Date of Tear Down		
9-26-08	Start Time: 3:30 PM End Time:	

IV. FEES

Special Event Permit Application Fee \$125 _____

Per Day Park Rental Fee \$500 _____

(Waived for non-profits)

Security Deposit \$500 _____

Tax (on park rental fees only) 6% _____

(ONFILE #604)

TOTAL DUE

Additional Deposit Required \$125

V. ORGANIZATION INFORMATION

Applicant's Name: Jeannie Bradshaw
JIM SPINELLI / KINDI DAVIS Title: E.D. / WRHS

Mailing Address: PO 100 Zip Code: 33333

Street Address: 1050 FOX RIDGE City: HAILEY State: ID

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

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

Applicant Driver's License #: DA123275E WRHS (BCSD #60) Ri
 Sponsoring Organization: HAILEY CHAMBER & CITY OF HAILEY
 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 _____
 Event Category: Commercial Noncommercial
 Estimate of Gross Ticket Sales & Revenues (commercial event only): 0
 Description of Event: WRHS HOME COMING PARADE - ANNUAL
UP TO 20 FLOATS/ENTRIES
 Additional Details: LINE UP ON MYRIE - EAST TO MAIN - SOUTH TO
ELM - EAST TO WRHS

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: PHIL FINS. CO. + BLAINE COUNTY SCH. DIST 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 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 (name of provider) Requires alcohol catering permit (Hailey Code 5.13)
				✓	Alcohol sold/Liquor Catering License required City of Hailey Municipal Code 5.04, 5.08, 5.12
✓		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	#		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) _____)
	✓	Gray Water Barrel / Grease Barrel (circle/detail # and locations)	# 2		Barricades. How many identify locations and attach logistics map
	✓	Sanitation -Trash bins. Dumpsters. Recycle (circle/detail # and locations)	# 2000		EVENT estimated attendance
#	✓	Porta Toilets / Wash Stations (Quantity ADA Regular _____)	# 50		Number of staff working event
			#		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: *Janice P. 32-dshaw* Date: 7-10-08
Janice P. 32-dshaw 7-22-08

Philadelphia Indemnity Insurance Company

COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS

Policy Number: PHPK309395

Agent # 30075

See Supplemental Schedule

LIMITS OF INSURANCE

\$	3,000,000	General Aggregate Limit (Other Than Products – Completed Operations)
\$	3,000,000	Products/Completed Operations Aggregate Limit (Any One Person Or Organization)
\$	1,000,000	Personal and Advertising Injury Limit
\$	1,000,000	Each Occurrence Limit
\$	100,000	Rented To You Limit
\$	0	Medical Expense Limit (Any One Person)

FORM OF BUSINESS: NON PROFIT ORGANIZATION

Business Description: Special Events

Location of All Premises You Own, Rent or Occupy: **SEE SCHEDULE ATTACHED**

AUDIT PERIOD, ANNUAL, UNLESS OTHERWISE STATED: N/A

Classifications	Code No.	Premium Basis	Rates		Advance Premiums	
			Prem./ Ops.	Prod./ Comp. Ops	Prem./ Ops.	Prod./ Comp. Ops.
SEE SCHEDULE ATTACHED						
TOTAL PREMIUM FOR THIS COVERAGE PART:					\$ 1,090.00	\$

RETROACTIVE DATE (CG 00 02 ONLY)

This insurance does not apply to "Bodily Injury", "Property Damage", or "Personal and Advertising Injury" which occurs before the retroactive date, if any, shown below.

Retroactive Date: _____

FORM (S) AND ENDORSEMENT (S) APPLICABLE TO THIS COVERAGE PART: Refer To Forms Schedule

Countersignature Date

Authorized Representative

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/23/08

PRODUCER Moreton & Company - Idaho P.O. Box 191030 Boise, ID 83719 208 321-9300	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED Blaine County School District #61 118 W Bullion St Hailey, ID 83333-8425	INSURER A: Continental Casualty Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

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

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	313219305	07/01/08	07/01/09	EACH OCCURRENCE	\$2,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000
						MED EXP (Any one person)	\$1,000
						PERSONAL & ADV INJURY	\$2,000,000
						GENERAL AGGREGATE	\$5,000,000
						PRODUCTS - COMP/OP AGG	\$5,000,000
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	\$
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN EA ACC	\$
						AUTO ONLY: AGG	\$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
							\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS	OTHER
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 The Certificate Holder is an Additional Insured as respects to a school sponsored Homecoming Parade to be held September 26, 2008

CERTIFICATE HOLDER City of Hailey 115 South Main Street Hailey, ID 83333	CANCELLATION Ten Day Notice for Non-Payment of Premium SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>20</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
---	---

Wood River High School Homecoming Parade 2008
Theme – “Be A FAN”

WRHS parade contact – Jeannie Bradshaw 788-4459(after June 24)
Lindi Davis 720-8549, Geraldine Maniere 720-7925 (before June 24)

Description

WRHS is sponsoring a Homecoming Parade for the community on Friday of Homecoming Week, September 26, 2008. The parade time is set to start at 3:00 pm so that all elementary schools are out and able to attend. The parade will run on Main Street and will be southbound. The goal is to have at least 20 entries. An entry and transportation will consist of decorated trucks, trailers, classic cars, walkers, bicycles, and skaters. Entries will be sought from WRHS sports teams, clubs, academic departments, royalty, music and performing arts groups, the WRHS Booster Club and WRHS Alumni.

The parade and all Homecoming Week festivities will be promoted in the Wood River Valley community, including businesses and schools to enhance attendance to all events. A community wide tailgate BBQ sponsored by the PTSA will held at the field at 5:00 following the parade. The Homecoming Football game begins at 7:00.

Note: No motorcycles, 3 or 4 wheelers, dirtbikes, or ATVs will be allowed.

Agenda

WRHS -- early out 1:30

1:30 – 2:30 prepare floats and transport to lineup area

Non-participating students move to Main Street to watch parade

2:30 Line up on River Street facing North for Spruce Street entry onto Main

3:00 Parade begins

3:45 Parade ends

4:00 Disassemble floats and clean up

Route (see map)

Spruce Street to Elm Street Southbound

Lineup on River Street facing North

Turn right on Spruce (east)

Turn right (South) onto Main

Exit left (east) onto Elm Street

Back to WRHS through Deerfield

Main Street traffic will be rerouted Southbound ~~on River~~ and Northbound ~~on 3rd~~ or 4th Ave for 9 blocks. All WRHS staff members (90) will be released to help out. Volunteers are available to stand at each intersection on both sides of Main Street to prevent non-parade traffic from entering during the parade.



AGREEMENT FOR A SPECIAL EVENT ON STATE HIGHWAYS

THIS AGREEMENT, made and entered into this 10TH day of JULY, 2008 (year), by and between the Idaho Transportation Department, hereafter called the "Department," and HAILEY CHAMBER & WOOD RIVER HS/BERDFLY, whose address is: PO 100, 1050 FOX AVE, HAILEY, ID 83333 and phone number is: 258-3484, hereafter called the "Sponsor," and as used herein denotes singular or plural thereof.

WHEREAS, the Sponsor proposes to conduct a PARADE event called the WOOD RIVER HS HOME-COMING (Name of event) (parade, bike race, etc.), Located in HAILEY/BLAINE COUNTY (County and/or City)

on H75 from Milepost _____ to Milepost _____ (Highway name or designation)

on the following date(s) 9-26-08, and

WHEREAS, authority for this Agreement is established by Section 40-310, Idaho Code, and the parties do hereby mutually agree as follows:

SECTION I: THE SPONSOR SHALL:

Prior to completion of this agreement:

Obtain approval from pertinent Law Enforcement Agencies for the specific event and forward the letters of approval to the Department.

Contact the appropriate District or Headquarters' Traffic section for further assistance in determining the minimum insurance coverage required for all events.

Evidence Of Insurance.

All insurers shall have a Best's rating of AV or better and be licensed and admitted in Idaho. Prior to use of state highways, Sponsor shall furnish the State of Idaho with a certificate of insurance executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth below. All policies required shall be written as primary policies and not as contributing or excess coverage to any coverage the State of Idaho may choose to maintain. The policies shall cover any claims that may arise out of, or result from the Sponsor's operations under the Agreement, whether such operation be by itself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone including event participants, for whose acts any of them may be liable.

- All certificates shall provide for (30) day's written notice to the State of Idaho prior to cancellation or material change of any insurance referred to therein.

M 1:37 Filed to Katherine Olsor on 8/1/08

- All policies, except Workers compensation, shall name the State of Idaho, Idaho Department of Transportation as additional insured.
- All policies shall contain waiver of subrogation against the State of Idaho.
- Failure of the State of Idaho to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the State of Idaho to identify a deficiency from evidence that is provided shall not be construed as a waiver of Sponsor's obligation to maintain such insurance.
- Failure to maintain the required insurance may result in termination of this contract at the State of Idaho's option.

Independent Contractor Status

The service or services to be rendered under this contract are those of an independent contractor. (Insert Organization name; i.e. XYZ, Inc., DBA XYZ Sports) as sponsor is not an officer, employee or agent of the State as those terms are used in the Idaho Statutes 6-902, et al.

Indemnification

(Insert Organization name: i.e. XYZ, Inc., DBA XYZ Sports) shall indemnify, defend and hold harmless the State of Idaho and the Idaho Transportation Department, and its officers, employees and agents from and against any liability, claims, damages, losses, expenses or actions, including reasonable attorney's fees, costs caused by or arising out of or relating to the activities of (insert Organization name, i.e. XYZ Sports) or its officers, employees, subcontractors, or agents under the (insert name of agreement; i.e. XYZ Classic Bike Race) Agreement, or arising from (insert name of organization; i.e. XYZ Sports), its officers, employees, subcontractors, or agents failure to comply with any applicable state, federal, local, law, statute, rule, regulation or act. This duty to indemnify, defend and hold harmless shall encompass any claims which include or allege negligence of (insert name of organization; i.e. XYZ Sports), its agents, officers, volunteers or employees other than claims which arise solely out of the negligence on the part of the State of Idaho, and this duty shall survive the termination or expiration of this Agreement.

Required Insurance Coverage

(Insert organization name; i.e. XYZ Sports) shall obtain and keep in force during the term of this contract, insurance of the types and in the amounts described below.

- **Commercial General and Umbrella Liability Insurance.** (Insert organization name; i.e. XYZ Sports) shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence in the aggregate. If such CGL insurance contains a general aggregate limit, it shall apply separately to this Agreement and shall not be less than \$1,000,000.
- **Automobile Liability Insurance, if applicable,** covering owned or non-owned vehicles. Combined single limit per occurrence shall not be less than \$1,000,000.
- **Workers' Compensation.** Where required by law, sponsor shall maintain all statutorily required coverage including Employer's Liability at minimum limits of \$100,000/\$500,000/\$100,000.

No Representation of Coverage Adequacy.

By requiring insurance herein, the State of Idaho does not represent that coverage and limits will

necessarily be adequate to protect Sponsor, and such coverage and limits shall not be deemed as a limitation on sponsor's liability under the indemnities granted to the State of Idaho in this contract.

Release the State from Liability

The Sponsor will have all participants sign a general "release from liability" form. If the Sponsor does not wish to use an individual general release form, a hold-harmless clause must be attached to this agreement.

All participants, support personnel and media personnel must conform to the rules set forth in Administrative Policy A-12-02, "Special Events on State Highways."

Exemptions -- Insurance Requirements

If the all parties to this agreement are agencies of the State of Idaho insured through the Department of Administration, Office of Insurance Management (Risk Management), the sponsoring state agency shall be exempt from the insurance and indemnity requirements of Section I. The exemption shall cease immediately in the event the sponsoring state agency ceases to be insured through the State of Idaho, Department of Administration, Office of Insurance Management.

File a Traffic Control Plan

The Sponsor must submit a traffic control plan to the Department for approval at least twenty (20) working days in advance of the event date(s). Events that delay traffic longer than 15 minutes are required to develop a detour route. The Traffic Control Plan should indicate positive traffic control at the beginning of the detour, a safe two-way traffic route designed to accommodate commercial truck

traffic, and clearly defined turns in the detour. Signing, flagging, and all traffic control devices where required, shall be installed, operated and maintained in conformance with the latest edition of the Manual on Uniform Traffic Control Devices.

Traffic control devices (signs, barricades, cones, tubular markers, drums, flagger paddles, etc.) shall be the responsibility of the Sponsor. When directed by the District Engineer, signing and traffic control for high volume, high-speed event sites shall be done by or under the supervision of law enforcement officers that are certified in or recognized by the State of Idaho. If requested by the Department, the Sponsor will meet with cities, law enforcement agencies and the Idaho Transportation Department at N/A on N/A (at least a week prior to the event) for a traffic control briefing.

Appoint a "Liaison" Officer

Herein named Kelly Schwars name

115 main st 3 address

208-309-1365 phone

The Liaison Officer shall report regularly to the District or the Headquarters' Traffic Section, as appropriate, and shall be readily available to ensure clear communication and appropriate coordination between the Department and the event Sponsor.

During the course of any special event no set of guidelines can anticipate all situations that may arise. If it becomes necessary to adapt the Department's requirements to specific problem areas, the Sponsor shall attempt

to notify the Department immediately and make any necessary modifications within the guidelines of the Special Events policy and the Manual on Uniform Traffic Control Devices.

SECTION II: THE DEPARTMENT SHALL:

Prior to completion of this agreement:

Approve the Traffic Control Plan or notify the Sponsor of any traffic control plan deficiencies as soon as possible.

Approve the Insurance policy requirements or notify the Sponsor of any deficiencies as soon as possible.

If an event is not approved, the Sponsor shall be notified, as soon as possible, so alternate plans can be made.

If there is reason to believe an illegal (non-approved) event will be held, law enforcement agencies with jurisdiction in the area of the special event shall be advised in writing by the Department to document notification.

Grant Written Permission.

Herein signified by completion of this agreement, after the Department is satisfied that all interested parties are best served.

The District Engineer shall approve intra-district events and the Assistant Chief Engineer (Operations) shall approve inter-district events. The Overlegal Permits Section will be notified by the issuing Department of approved events to determine if event vehicles need a Special Permit. Pertinent law enforcement agencies should also be notified of all approved events.

In agreement of the afore-mentioned requirements, we, the Sponsor, shall comply.

Sponsor:

Representing:

[Signature]
(Sponsor/Authorized Representative)

WILSON COMMERCIAL COMPANY

788-3484
(Phone Number)

Date: 7-10-08

Notary for Sponsor:

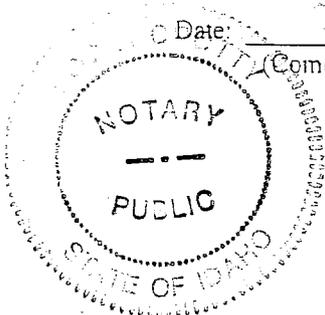
[Signature]
(Notary Name)

115 Main St. S.
(Address)

788-4221
(Phone Number)

Date: 7/29/08
(Commission Expires)

Date: 7/22/08
(Agreement Signed)



[Signature]

to notify the Department immediately and make any necessary modifications within the guidelines of the Special Events policy and the Manual on Uniform Traffic Control Devices.

SECTION II: THE DEPARTMENT SHALL:

Prior to completion of this agreement:

Approve the Traffic Control Plan or notify the Sponsor of any traffic control plan deficiencies as soon as possible.

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The District Engineer shall approve intra-district events and the Assistant Chief Engineer (Operations) shall approve inter-district events. The Overlegal Permits Section will be notified by the issuing Department of approved events to determine if event vehicles need a Special Permit. Pertinent law enforcement agencies should also be notified of all approved events.

In agreement of the afore-mentioned requirements, we, the Sponsor, shall comply.

Sponsor:

Representing:

Jeannie Bradshaw
(Sponsor/Authorized Representative)

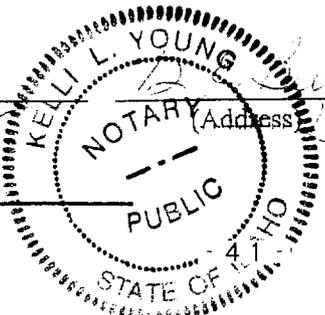
Wood River High School

208-578-5020 ext 2270 (school)
208-788-4459 (home)
(Phone Number)

Date: 7/22/08

Notary for Sponsor:

[Signature]
(Notary Name)



208 788 2120
(Phone Number)

Date: 8-22-2011
(Commission Expires)

Date: 7/22/08
(Agreement Signed)

Subject to all terms, conditions, and provisions of this agreement or attachments, permission is hereby granted.

IDAHO TRANSPORTATION DEPARTMENT

By: _____ Date: _____
(District Engineer)

By: _____ Date: _____
(Asst. Chief Engineer of Operations, if applicable)

By: _____ (Title)
(Local official, if applicable)

Date: _____

Notary for Department:

(Notary Name) (Address) (Phone Number)

Date: _____
(Commission Expires)

Date: _____
(Agreement Signed)



HOLD HARMLESS RELEASE

HAILEY CHAMPION LE COMMUNE proposing to conduct an event called
(Sponsor)

9-26-08 on State Highways, do hereby indemnify, save harmless,
and defend, regardless of the outcome, the State of Idaho, and the Idaho Transportation Department
against all suits, claims or losses including costs, expenses and attorney fees incurred as a result of
any act or omission, neglect or misconduct of the Sponsor or the participants during the event that is
the subject of this agreement.

[Signature]
Sponsor

7-10-08
Date



HOLD HARMLESS RELEASE

WRHS/BCSD #16 proposing to conduct an event called
(Sponsor)

Homecoming Parade on State Highways, do hereby indemnify, save harmless, and defend, regardless of the outcome, the State of Idaho, and the Idaho Transportation Department against all suits, claims or losses including costs, expenses and attorney fees incurred as a result of any act or omission, neglect or misconduct of the Sponsor or the participants during the event that is the subject of this agreement.

Jessie Berdshaw
Sponsor

July 22, 2008
Date



GENERAL RELEASE

I, HAILEY CHAMBERLAIN (herein referred to as "Participant")
(Print Name)

being of lawful age, and in consideration of participating in the

WOOD RIVER HS Homecoming Dance on 9-26-08,
(Name of Activity) (Date)

do hereby release and discharge the State of Idaho, the Idaho Transportation Department, and its agencies, officials, and employees from and against all liability to the Participant, his/her spouse, legal representatives, heirs or next of kin for any and all loss or damage, and/or claim, suit or demand on account of injury to the person or property of the Participant or resulting in the death of the Participant, arising out of, or the result of participation in the above named activity.

Participant certifies that he/she has carefully read the above provisions, and knows and understands the contents, and signs this General Release of his/her own free act.

[Signature]
(Participant)

7-16-08
(Date)



GENERAL RELEASE



GENERAL RELEASE

I, WRHS/BORD #16 (herein referred to as "Participant")
(Print Name)

being of lawful age, and in consideration of participating in the
Homecoming Parade, on 9/26/08,
(Name of Activity) (Date)

do hereby release and discharge the State of Idaho, the Idaho Transportation Department, and its agencies, officials, and employees from and against all liability to the Participant, his/her spouse, legal representatives, heirs or next of kin for any and all loss or damage, and/or claim, suit or demand on account of injury to the person or property of the Participant or resulting in the death of the Participant, arising out of, or the result of participation in the above named activity.

Participant certifies that he/she has carefully read the above provisions, and knows and understands the contents, and signs this General Release of his/her own free act.

Jessie Brinkshaw
(Participant)

July 22, 2008
(Date)



AGENDA ITEM SUMMARY

DATE: 08/25/08 **DEPARTMENT:** Public Works

DEPT. HEAD SIGNATURE: 

SUBJECT:

Request approval for the First Annual Croy Fun Run & Rotarun Concert Special Event at Hop Porter Park, on September 07, 2008, 9 a.m. – 8:30 p.m.

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Department Heads approved with the following conditions:

- A mapped layout of park set-up; stage, tents, bouncy house.
- Applicant will be responsible for repair of any turf and/or sprinkler damage.
- Any special power requirements will need to be approved. Only City approved electricians will be allowed in the power boxes.
- Dumpsters or trash receptacles will need to be provided.
- Declaration of Insurance coverage needs to be submitted.
- Applicant will need to coordinate special needs through the Public Works Director.
- Porta Potties are needed, at least 2 with one ADA accessible
- Applicant is reminded that they are responsible for providing the necessary cones and barricades for traffic control.
- List of contact cell phone numbers for that day will need to be provided.
- Signs and Banners may not be displayed more than 72 hours without a permit
- A meeting with Parks Dept personnel is required.

FOLLOW-UP REMARKS:

DECISION

Based on the Application for a Special Event Permit for the 2 Day Tool Sale, the City of Hailey, pursuant to Chapter 12.14 of the Hailey Municipal Code, approves the Application and grants the Special Event Permit, subject to the following conditions:

Standard Conditions

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

Other Condition

- a. A mapped layout of park set-up; stage, tents, bouncy house.
- b. Applicant will be responsible for repair of any turf and/or sprinkler damage.
- c. Any special power requirements will need to be approved. Only City approved electricians will be allowed in the power boxes.
- d. Dumpsters or trash receptacles will need to be provided.
- e. Declaration of Insurance coverage needs to be submitted.
- f. Applicant will need to coordinate special needs through the Public Works Director.
- g. Porta Potties are needed, at least 2 with one ADA accessible
- h. Applicant is reminded that they are responsible for providing the necessary cones and barricades for traffic control.
- i. List of contact cell phone numbers for that day will need to be provided.
- j. Signs and Banners may not be displayed more than 72 hours without a permit
- k. A meeting with Parks Dept personnel is required.

DATED this 25th day of August, 2008.

CITY OF HAILEY

By: _____
Rick Davis, its Mayor

ATTEST:

Mary Cone, its City Clerk

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

AGREEMENT

In consideration of the granting of a special event permit by the City of Hailey ("the City") for the First Annual Croy Fun Run and Rotarun Concert that will occur September 07, 2008 from 9:00 a.m. to 8:30 p.m., plus specified set up and teardown time, ("the Event"), and pursuant to Section 12.14 of the Hailey Municipal Code, the undersigned, as the applicant ("Applicant") of a Special Event Permit from the City for the Event, does hereby agree to reimburse the City for any costs incurred by the City in repairing damage or providing any services or materials resulting from the Event. The Applicant agrees that such costs may be deducted from a non-refundable security deposit or additional deposit as established by the City, and that if costs exceed any deposit made by the applicant, further reimbursement will be made to the City upon demand. The Applicant hereby agrees to indemnify, defend and hold harmless the City and its officers and employees, in their official and individual capacities, from any and all claims, demands, obligations, liabilities, lawsuits, judgments, attorneys' fees, costs, expenses and damages of any nature caused by or arising out of, or connected with the Event. In the event either party hereto is required to retain counsel to enforce a provision of this Agreement, or to recover damages resulting from a breach hereof, the prevailing party shall be entitled to recover from the other party all reasonable attorney's fees incurred herein or on appeal, or in bankruptcy proceedings. The Applicant agrees to comply with all the laws and ordinances of the City of Hailey, Idaho applicable to the subject matter thereof, and to conduct the Event in accordance with the terms and provisions of the application for a Special Event Permit, as approved or as modified by the City, and all conditions of the Special Event Permit. The Applicant agrees that the Special Event Permit is nontransferable and shall be conducted only for the dates and locations as approved by the City.

IN WITNESS WHEREOF, Applicant and the City have executed this Agreement on this 25th day of August, 2008.

APPLICANT:

By: _____

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

CITY OF HAILEY:

By: _____
Rick Davis, its Mayor

ATTEST:

Mary Cone, its City Clerk

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



SPECIAL EVENT PERMIT APPLICATION

I. EVENT NAME: First Annual Croy Fun Run and Rotarun Concert

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

Hop Porter Park

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
Sept. 07 2008	Start Time: 9 am End Time: 12 pm ^{Run}	One Hour Interval: All Day: 50
	Start Time: 3 pm ^{Concert} End Time: 8:30 pm	One Hour Interval: All Day: 300
Date of Set-Up	Sept 7 7am - 9 am	
	Start Time: End Time:	
Date of Tear Down	<u>Sept. 07, 2008</u>	
	Start Time: 8:30 End Time: 10:00 pm	

IV. FEES

Special Event Permit Application Fee	\$125	<input checked="" type="checkbox"/>	<u>125.00</u>
Per Day Park Rental Fee (Waived for non-profits)	\$500	<input type="checkbox"/>	_____
Security Deposit	\$500	<input checked="" type="checkbox"/>	<u>500.00</u>
Tax (on park rental fees only)	6%	<input type="checkbox"/>	_____
TOTAL DUE			<u>625.00</u>
Additional Deposit Required		<input type="checkbox"/>	_____

V. ORGANIZATION INFORMATION

Applicant's Name: Rotarun Ski Club Inc. Title: Secretary, Rotarun Board of Directors

Mailing Address: PO Box 2083 Zip Code: 83333

Street Address: 21 Porter Dr. City: Hailey State: Idaho

Day Telephone: 788-1173/788-16214 Evening Telephone: 788-1173

FAX Number: _____ E-Mail Address: sarahh@rotarun.org

Applicant Driver's License #: FA 115075 B
Sponsoring Organization: Hailey Chamber of Commerce
Non-Profit: Yes No Tax Exempt #: 782-0295709
Federal Tax #: _____ State Tax #: _____

VI. EVENT INFORMATION

New Event: Yes No _____ Annual Event: Yes No _____ Years Operating 5

Event Category: Commercial Noncommercial

Estimate of Gross Ticket Sales & Revenues (commercial event only): 22,000.00

Description of Event: see attached outline

Additional Details: there will be a fun run and a concert

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: Wood River Ins Agent Name: Greg Bloomfield
Address: 410 N Main St. Hailey Phone: 788-1100

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
	X	Street Closures & Access / Parade Detailed map listing areas of closure, parade route is required. An ITD permit is required for Main Street.		X	Alcohol Served (Free of Charge) (name of provider)
	X	Street Closures & Access /Parade require your Event Coordinator to notify all affected businesses, churches schools and neighborhoods	X		Alcohol Sold Requires Alcohol Beverage Catering Permit (Hailey Code 5.13) <i>kb's</i>
#		Canopies/Tents/Membranes/Temporary Structures (Number & Size(s)) <i>10 x 10 canopies</i> City of Hailey Fire Department, Fire Code Enforcement	#		Food/Beverages will be served (List Caterers): <i>maybe KB'S food Brian</i>
X		Medical Services (Circle) <u>First Aid</u> and/or EMS Services Who is providing services? <i>Rotarun Ski Patrolters</i>		X	Vendors items sold/ solicitation
#	5	Security (detail who, number of officers, times. Attach plan) <i>oliver whitcomb</i>	#	X	Booths: Profit / Non-Profit
X		Traffic Control / Shuttle Buses (Number of buses / locations / hours of operation, attach plan.)		X	Lighting plan: attach plan
#	X	<i>Craig Cambie sound</i> Electricity / Generators (Size _____) Attach detailed electrical plan.	X		Activities / Entertainment (Agenda) Other equipment or entertainment
			X		Signs or Banners: sign permit may be required by the City Planning and Zoning Department
X		Water Drinking / Washing (circle) <i>Rotarun To provide</i>	X		Stages (Number and Size(s)) <i>15 x 30</i>
	X	Gray Water Barrel / Grease Barrel (circle /detail # and locations)	#	X	Barricades. How many <i>enclosing park w/ plastic fence</i> identify locations and attach logistics map
X		Sanitation -Trash bins, Dumpsters, Recycle (circle /detail # and locations)	#	200	EVENT estimated attendance
#	X	Porta Toilets / Wash Stations (Quantity ADA Regular _____)	#	25	Number of staff working event
			#	30	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: _____

Date: _____

Dear Hailey Chamber of Commerce,

I am writing to ask that the Hailey Chamber please consider Rotarun's first annual Croy Fun Run and concert as a Chamber sanctioned event. Below is a brief description of our event for September 6th:

First Annual Croy Fun Run

- The Fun Run is open to all ages and will begin at the base of Rotarun (we aren't sure if we are having it start on the BMX portion or the ski hill side).
- Start time will be at 9 or 10 a.m. we haven't decided which.
- The runners will register for the Fun Run and sign the necessary release forms, Rotarun will provide gatorade and water. The runners/walkers will then run over Rotarun to the main road and into Hailey.
- The finish line for the race will be at the entrance to Hop Porter Park under the arches.

Logistics of the Race:

- We will need a lead car and a follower behind all the racers for safety reasons, we have two volunteers for the task from the Rotarun Board of Directors. I plan on asking a friend of mine with the police department, Jameson Sharp, if he'd be will to help "police" the Fun Run or possibly use a police vehicle as the lead car for the runners. I'm not to sure if Hailey PD can assist with this or if I need to talk to someone from the Sheriff's department, I intend of finding out this upcoming week.
- First Aid- I am a certified first responder (Sarah Busdon) and plan on providing first aid for the Fun Run along with two other fellow certified first aid ski patrollers.
- Food/Drinks- I mentioned above that Rotarun will provide gatorade and water, there will be no food for the Fun Run.
- We feel that we do not need to have any road closures, if we have a lead car and some volunteers on the road with "caution runners ahead" signs, we're hoping that will be sufficient for the needs of the event.
- Entry fees for runners will more than likely be \$10.00 for adults and \$5.00 for children 12 and under. Rotarun prides itself on being affordable to all so we are trying to keep all the fees associated with the race as low as possible. At the moment we are looking into Sturtevant's possibly sponsoring the race.
- Parking for the Fun Run Participants will be at the base of Rotarun in the parking lot or the parking lot area of the BMX track, depending on where the race start is designated. I imagine we will have to shuttle people back to their vehicles after the race. The Rotarun Board still needs to discuss this.

Annual Rotarun Concert

Last year Rotarun held a concert at Hop Porter Park featuring Johnny Neel and Tony Furtado Band. We managed to raise \$29,000.00 from the concert and raffle. We are hoping to do the same thing this year. So far we have Johnny Neel (the original keyboard artist for the Allman Brother's Band) on board to play at the concert as well as Josh Kelly (the percussion artist of the year). We are hoping to get several local bands to play prior to our featured artists.

-the plan is, is to have the Croy Fun Run end at Hop Porter Park where we will have the concert area set up. Rotarun hasn't decided if we will have an all day running concert yet

- or just an afternoon/early evening concert. But we would have local artists play possibly after the Fun Run and through out the afternoon.
- If we have food at the concert it will be provided by KB's (Brian Christensen). If we opt to not have a food vendor at the concert we will encourage families to bring a picnic and or cooler.
- at this time no alcohol is planned for the event
- We are in the process of obtaining a few corporate sponsors for the concert
- throughout the duration of the concert we will be raffling off prizes, everything from a cruiser bike to a t.v. to gift certificates, etc.
- the stage will more than likely be borrowed from the Sun Valley Center for the Arts, if it is available
- Craig Campbell will be taking care of all the sound for the concert
- tickets will be sold prior to the concert at two designated ticket outlets. We are unsure of the price of the concert at this time. Last year's concert tickets went for \$20 for adult, \$10 for student, and \$5 for children. I imagine this year the prices will be comparable if not the same.
- advertising- we hope to utilize the local papers, radio and posters to advertise the Fun Run and Concert.
- Staff for the concert- Rotarun is largely dependent upon volunteers to help with the concert as well as the Fun Run. Last year we had about 30 some odd volunteers assisting with the concert, everything from taking tickets to set up and take down, and security.
- Security will be provided by Sawtooth Martial Arts (Oliver Whitcomb and others). We will also ask RJ who owns a local security company.
- Parking- Rotarun will encourage families to ride bikes or walk to the event. We are hoping people who do choose to drive can park around Hop Porter as well as the River St. Park and Ride area.
- Fencing- the fencing for the concert area will be the same fencing that is used for the folk festival. We are hoping to borrow the fencing from the airport, much like we did last year.
- First Aid/safety- Again we have at least 3 certified first responders to assist with the concert. We may have a paramedic friend of mine on hand as well.
- t-shirts will be on sale at the concert, but again this depends on the overall cost of making the shirts.
- at the concert area we are hoping to have a childrens/kids area with a bouncy house, balloons, and face painting. This special designated kids area would be open after the Fun Run until it is time for Rotarun's main attraction or feature artist.
- the bouncy house will be donated by the Blaine County Rec for our use and we are hoping to ask Atkinson's to donated the balloons.
- Special Event insurance will be obtained from Wood River Insurance
- Permits will come from the city paid by Rotarun unless.....

This is a brief outline of Rotarun's planned events for September 6th 2008. What we are looking for from the Hailey Chamber of Commerce is to make this event a Chamber sanctioned event. In speaking to Jim Spinelli back in March I interpreted a chamber sanctioned event to be something where Rotarun could get assistance with all the fees involved for securing the necessary permits associated with the Fun Run and Concert. I

also understood we could get assistance with advertising in print and the radio. If I understood correctly, the above help would be tremendous for Rotarun which is a non-profit organization and solely dependant upon grants and donations. The Fun Run and Concert are being held in order to raise funds for our general overall winter operations for the 2008-2009 ski season.

The Hailey Chamber would receive recognition at the concert for it's assistance and in print thank you ads following the concert. We can also get the Hailey Chamber's name on posters as well.

Any support the Hailey Chamber of Commerce can offer would be greatly appreciated. I would also be interested in your feedback regarding the events, what can I do to better the event or make it a great success. Your input is appreciated and I thank you all for your time and consideration.

Sincerely,
Sarah Busdon
Secretary, Rotarun Board of Directors
208-788-1173

AGENDA ITEM SUMMARY

DATE: 7/28/2008

DEPARTMENT: Legal

DEPT. HEAD SIGNATURE: _____

SUBJECT:

Tree Ordinance Ord 1013

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

Following the Council's review of the tree ordinance at your last meeting, I have included some language about notice to property owners and consultation, along with a right of appeal. In addition, I have added some language clarifying when a tree along a public right-of-way boundary is subject to the ordinance. Finally, I have made some formatting revisions.

I forwarded this draft to staff for review and comments. The only expressed concern was the language about consulting. The staff felt we should trust the Tree Committee to balance the preferences of the adjacent owner with the needs of the entire community.

If you have any questions, please contact me. Thanks.

Ned

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS

Case # _____
YTD Line Item Balance \$ _____
Estimated Completion Date: _____
Phone # _____

Budget Line Item # _____
Estimated Hours Spent to Date: _____
Staff Contact: _____
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:

Conduct a public hearing, and if appropriate, make a mMotion to approve Ordinance No. 1010 and to conduct a first reading of the ordinance.

FOLLOW-UP REMARKS:

7/28 - Council ~~approved~~ made one revision -
~~consultant to~~ Ned Williamson to make change - ^{conducted} 2nd reading
 8/11 - 3rd reading & authorized Mayor to sign.
 8/18 - Summary of Ord. 1013 -

SUMMARY OF HAILEY ORDINANCE NO. 1013

The following is a summary of the principal provisions of Ordinance No. 1013 of the City of Hailey, Idaho, duly passed and adopted August 11, 2008, by the City Council and Mayor of the City of Hailey:

AN ORDINANCE OF THE CITY OF HAILEY, IDAHO, AMENDING THE HAILEY MUNICIPAL CODE, ADDING A NEW CHAPTER 2.36 TO ESTABLISH A HAILEY TREE COMMITTEE AND POLICIES, REGULATIONS AND STANDARDS FOR THE HAILEY TREE COMMITTEE; ADDING A NEW CHAPTER 2.20 TO ESTABLISH A HAILEY TREE ORDINANCE AND RULES, REGULATIONS AND STANDARDS FOR PUBLIC TREES AND CERTAIN PRIVATE TREES; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE UPON PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW.

Hailey Ordinance No. 1013 amends Hailey Municipal Code, as follows:

Section 1 amends Title 2 of the Hailey Municipal Code, with the addition a new Chapter 2.36, entitled Hailey Tree Committee, by providing a purpose section, establishing a Hailey Tree Committee ("Committee") subject to membership and meeting rules, providing the Committee is a recommending body, outlining the powers and duties of the Committee, and prohibiting conflicts of interest by a member of the Committee.

Section 2 amends Title 2 of the Hailey Municipal Code, with the addition a new Chapter 12.20, entitled Hailey Tree Ordinance, by providing a purpose section, creating definitions, establishing rules for Public Trees and procedures for work on Public Trees, providing an exclusion for the City of Hailey to plant, maintain and remove a Public Tree or Shrub, establishing rules for Private Trees, providing that a violation of the Hailey Tree Ordinance is a misdemeanor punishable by a maximum fine of \$300.00 or thirty (30) days in jail or both such fine and imprisonment, and allowing the recovery of damage to a Public Tree for the value of the Public Tree and costs incurred by Hailey for the care, treatment, pruning, removal and/or removal of a Public Tree.

Section 3 provides for a severability clause.

Section 4 provides for a repealer clause.

Section 5 provides for an effective date of the ordinance.

The full text of Ordinance No. 1013 is available at Hailey City Hall at 115 South Main Street, Suite H, Hailey, Idaho 83333 and will be provided to any citizen upon request during regular business hours.

CERTIFICATION OF CITY ATTORNEY

I, the undersigned Attorney at Law, as attorney for the City of Hailey, Idaho, hereby certify that I have read the foregoing summary of Ordinance No. 1013 of the City of Hailey, that I have compared it to the full text of Ordinance No. 1013, and that in my opinion, the above summary is true and complete and provides adequate notice to the public of the contents of said Ordinance.

Dated this 18th day of August, 2008.

Ned Williamson, Hailey City Attorney

Publish: Wood River Journal, August ____, 2008



RINKER COMPANY

July 29, 2008

TO: Ned Williamson, Esq.

RE: PROPOSAL FOR PEREGRINE RANCH RECHARGE ANALYSIS

I am in receipt of a copy of SPF July 3rd letter to Public Works Director Tom Hellen and I am supportive of SPF's proposal for an engineering analysis for a recharge program on the Peregrine Ranch. I would also be agreeable to splitting equally the SPF billing fees with the City of Hailey.

It is my understanding that you may request a meeting with Karl Dreyer and other senior people at IDWR to be attended by Tom Hellen, Councilman Fritz Haemmerle, and perhaps others to represent the City of Hailey and I would like to have Chuck Brockway, Jr. attend as well for his knowledge on the subject and for the benefit of all the parties.

I will look forward to your response on the above matters.

Sincerely,

Harry S. Rinker

/gt

Cc: Brian Ballard, Esq.
Dr. Charles Brockway, Jr.
Fritz Haemmerle, Esq.
Tom Hellen, Public Works Director
Nick Purdy



RINKER COMPANY

August 8, 2008

TO: Ned Williamson, Esq.

RE: **PROPOSAL FOR PEREGRINE RANCH RECHARGE ANALYSIS**

This is to reconfirm my July 29th letter in support of SPF's proposal for a recharge program and to split their fee with the City of Hailey; I hope that Hailey will proceed to schedule a meeting at an early date.

I look forward to a response.

Harry S. Rinker

/gt

Cc: Chuck Brockway, Jr.
Rick Davis, Mayor
Fritz Haemmerle, Esq.
Tom Hellen, Public Works Director
Christian R. Petrich, SPF Water Engineering, PLLC
Nick Purdy