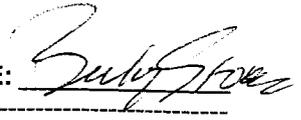


AGENDA ITEM SUMMARY

DATE: 08/21/2008 DEPARTMENT: Treasurer

DEPT. HEAD SIGNATURE: _____



SUBJECT:

GREENHOUSE Gas Emissions Reductions (3% per year; 15% by 2015)

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

ICLEI – Local Governments for Sustainability's 5 milestones to fight global warming are **1)** conduct a baseline inventory and forecast; **2)** Adopt an emissions reduction target (15%x2015, or 15x15); **3)** Develop a Climate Action Plan for reducing emissions; **4)** Implement policies and measures and **5)** Monitor and verify results. We have completed the baseline and established a target; the following reports detail immediate steps taken and some recommendations to achieve the goal, steps 3 and 4.

The 2005 baseline year's eCO2 level is 2850 tons; 3% of which is 85.5 tons per year. The 2009 report shows a reduction of 136 tons; this takes advantage of the existing measures we have already put in place. The Fleet, Employee Commute and LED Traffic Signal line items are "ramped in" – gradually implemented over a period of four or five years. Without adding additional measures, the total annual eCO2 reduction with these measures is 224 tons, only 200/year shy of our 15% reduction goal by 2015. We are researching measures which may help offset the Waste Water Treatment Plant's consumption, the City's largest consumer of power. In addition to increased efficiencies, conservation and upgrades, wise purchases of vehicles and technological advances, we are well on the road!

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	___ Engineer	___ Building
___ Library	___ Planning	___ Fire Dept.	_____
___ Safety Committee	___ P & Z Commission	___ Police	_____
___ Streets	___ Public Works, Parks	___ Mayor	_____

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

FOLLOW-UP REMARKS:

*

CITY OF HAILEY

Government Greenhouse Gas Emissions Reductions in 2009 Measures Detailed Report

	Equiv CO ₂ (tons)	Equiv CO ₂ (%)	Energy (kWh)	Energy Cost Savings (\$)
Buildings Sector				
CITY OF HAILEY, IDAHO				
<i>Energy Efficiency: Buildings</i>				
Update HVAC System in	11	8.4	28,875	1,241
<i>Energy Efficiency: Equipment and Lighting</i>				
CFL light retrofit in all City	37	26.9	67,202	3,360
digital thermostats in City	9	6.6	42,368	1,446
Purchase of efficient	0	0.2	500	25
Subtotal Buildings	57	42.0	138,945	6,072
Vehicle Fleet Sector				
CITY OF HAILEY, IDAHO				
<i>Change in Fuel Type</i>				
20% reduction in fuel usage <i>simplified to</i>	27	19.9	92,998	10,108
change to B-20 biodiesel <i>" "</i>	2	1.7	449	0
Subtotal Vehicle Fleet	29	21.6	93,447	10,108
Employee Commute Sector				
CITY OF HAILEY, IDAHO				
<i>Other VMT Reduction</i>				
50% of Employee commute	32	23.5	109,984	11,622
Subtotal Employee Commute	32	23.5	109,984	11,622
Streetlights Sector				
CITY OF HAILEY, IDAHO				
<i>Energy Efficiency: Lamp and Ballast</i>				
LED traffic signals <i>(one per year)</i>	14	10.5	26,208	1,310
<i>Energy Efficiency: Reduce Hours of Operation</i>				
LED Christmas lights on trees	3	2.4	5,897	295
Subtotal Streetlights	17	12.8	32,105	1,605
Total	136	100.0	374,480	29,407

This report has been generated for CITY OF HAILEY, IDAHO using STAPPA/ALAPCO and ICLEI's Clean Air and Climate Protection Software developed by Torrie Smith Associates Inc.

CITY OF HAILEY

Government Greenhouse Gas Emissions Reductions in 2015 Target Year Measures Detailed Report

	Equiv CO ₂ (tons)	Equiv CO ₂ (%)	Energy (kWh)	Energy Cost Savings (\$)
Buildings Sector				
CITY OF HAILEY, IDAHO				
<i>Energy Efficiency: Buildings</i>				
Update HVAC System in	11	4.8	28,875	1,241
<i>Energy Efficiency: Equipment and Lighting</i>				
CFL light retrofit in all City	34	15.1	67,202	3,360
digital thermostats in City	9	4.0	42,368	1,446
Purchase of efficient	1	0.4	2,000	100
Subtotal Buildings	55	24.4	140,445	6,147
Vehicle Fleet Sector				
CITY OF HAILEY, IDAHO				
<i>Change in Fuel Type</i>				
20% reduction in fuel usage	54	24.2	185,995	20,216
change to B-20 biodiesel	23	10.5	4,490	0
Subtotal Vehicle Fleet	78	34.7	190,485	20,216
Employee Commute Sector				
CITY OF HAILEY, IDAHO				
<i>Other VMT Reduction</i>				
50% of Employee commute	62	27.8	213,858	23,244
Subtotal Employee Commute	62	27.8	213,858	23,244
Streetlights Sector				
CITY OF HAILEY, IDAHO				
<i>Energy Efficiency: Lamp and Ballast</i>				
LED traffic signals	26	11.8	52,416	2,621
<i>Energy Efficiency: Reduce Hours of Operation</i>				
LED Christmas lights on	3	1.3	5,897	295
Subtotal Streetlights	29	13.1	58,313	2,916
Total	224	100.0	603,101	52,523

This report has been generated for CITY OF HAILEY, IDAHO using STAPPA/ALAPCO and ICLEI's Clean Air and Climate Protection Software developed by Torrie Smith Associates Inc.

MEMORANDUM

TO: Hailey Mayor and City Council

FROM: Mariel Platt, City Planner, HELP Chair

RE: Alternative Energy Options for WWTP

MEETING DATE: August 25, 2008

As you know, HELP is charged with finding ways the City can reduce its carbon emissions. The largest source of energy consumption within the city is the Waste Water Treatment Plant (WWTP), which accounted for 61% of the City's carbon emissions in 2007.

To obtain a significant reduction in carbon emissions, HELP has explored some alternative energy options to determine how alternative energy could help meet the long term emission reduction goals of the City. HELP conducted preliminary research on the feasibility of employing wind, solar, and bio-gas from anaerobic digesters and gleaned the following information:

- **Bio-gas from anaerobic digesters** – Is not feasible for a WWTP serving a population of our size. Typically, a WWTP serving a population of at least five (5) times larger than Hailey's current population would need to be in place in order for it to be technically and financially feasible.
- **Wind Energy** – The readings from local anemometers around Hailey and Bellevue suggest there is an average wind speed of approximately 9 mph. However, wind speed is very site specific. Nine mph produces a wind turbine efficiency of 18-19%. An average wind speed of 12 mph or 30% efficiency is suggested for any level of payback on wind turbines.
- **Solar Energy** – Currently, the low cost of electricity for our region and the high costs of solar panels produces a slow financial return on investment. However, according to Morgan Brown from Sun Valley Solar, with potential grants or other funding mechanisms and the consideration of probable future cost increases in electricity and decreases in solar technology, the financial return may be less than 20-30 years and carbon emissions abatement payback would be immediate.

Unfortunately, City Staff has a limited knowledge of renewable energy costs and efficiencies and at this point in time, greater expertise is required to obtain the information the City needs to consider its options and evaluate the financial and environmental return on investment. HELP recommends that the City consider pursuing a feasibility study from an alternative energy professional to help evaluate the options at the WWTP. Planning for potential alternative energy solutions at the WWTP coincides with the updates to the WWTP Master Plan. The costs associated with updating the plant, as well as the anticipated increase in carbon emissions due to a corresponding increase in WWTP activity should be considered. According to HELP's proposed long term goal of 15% emission reductions by 2015, the challenge will be finding ways to reduce emissions incrementally each year, when faced with a growing population. By pursuing a feasibility study, the City can determine which alternative energy option for the WWTP would be the most cost effective in reducing emissions, while potentially alleviating energy costs in the long term.

CITY OF HAILEY
RESOLUTION NO. 2008-12

A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY ESTABLISHING THE CARBON EMISSION REDUCTION GOAL FOR MUNICIPAL OPERATIONS OF 3% ANNUALLY, OR 15% BY 2015

WHEREAS, the Mayor and City Council signed the US Mayors Climate Protection Agreement; and

WHEREAS, the City of Hailey joined ICLEI Local Governments for Sustainability, committed to their Five Step process and completed the carbon emissions baseline; and

WHEREAS, the Hailey City Council recognizes the need to set the tone of environmental stewardship for other municipalities, government agencies and businesses throughout the region; and

WHEREAS, the City Council understands the efficiencies reaped and examples set by consciously increasing awareness of our impact on the air, water and soil of our area and has pledged to protect the climate.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HAILEY that:

Section 1: Establishment of the Emissions Reduction Target of 15% by 2015. The Mayor and the City Council of the City of Hailey hereby establish the carbon emissions reduction target of 15% by 2015, or 3% annually. The City's baseline for FYE 2005 is 2850 tons; we endeavor to reduce this by 85 tons annually. Periodic monitoring will be done via ICLEI's software to gauge progress. In the interim, watts and therms will be tracked from the monthly power and gas bills.

Section 2: Retrofitting and Purchases. The Mayor and the City Council of the City of Hailey hereby resolve to encourage staff to evaluate purchases and projects through the veil of sustainability, to weigh in the environmental effect when choosing between options.

Passed this _____ day of September, 2008.

RICHARD L. DAVIS, Mayor

ATTEST:

MARY CONE, City Clerk

RESOLUTION/1



CITY OF HAILEY CODE ENFORCEMENT POLICY

GOALS

The goals of the City of Hailey Code Enforcement Policy are to help create a sense of community by communicating, through each opportunity created by citizens' non-compliance with the ordinances and policies of the City of Hailey and the laws of the State of Idaho, the mission, reason and community welfare associated with such ordinances, policies, and laws.

Furthermore, the Code Enforcement Policy aspires to increase awareness among all city staff of the ordinances and policies of the city as a whole, increasing efficiency as each field staff member becomes more aware of and communicates to the proper city official code violations.

The Code Enforcement Policy intends to create a consistent level of response and follow-up from all departments dealing with complaints about code violations or in bringing violations into compliance with Hailey ordinances and policies.

POLICY

The following steps shall be taken when a violation of city ordinance or state law is observed by any city employee, or reported to any city employee by a member of the public:

- A. The employee observing or receiving information about the code violation will report the alleged violation to the city department(s) most familiar with the code in question.
- B. The department shall make a site visit and determine the nature of the violation.
- C. If the alleged violation is deemed, in fact, to be a violation, the department shall communicate verbally, whenever possible, with the person responsible for the violation, about the violation, explaining its nature and requesting that the violation be corrected.
 1. The verbal communication shall be followed by a written communication, informing the person responsible for the violation, in a communicative, friendly, non-regulatory manner the nature of the violation and requesting that the violation be corrected.
 2. The department shall schedule a site visit 15 days after the written communication to assess whether the violation has been corrected.
 3. If not corrected, a second letter shall be sent communicating the necessity of correcting the violation, and setting a date by which that correction should occur.

4. The department shall schedule a site visit the day following the date indicated in the correspondence, and assess whether the violation has been corrected.
 5. If not corrected, a third letter shall be sent communicating the penalties which shall occur should the violation fail to be corrected by a date set within the letter.
 6. The department shall schedule a site visit the day following the date indicated in the correspondence, and assess whether the violation has been corrected.
 7. If not corrected, the department shall submit copies of all correspondence related to the violation to the city administrator.
 8. The city administrator shall communicate, first verbally, then by written correspondence informative in tone, followed by a second written correspondence delivered by the Hailey Police Department, informing the person responsible for the violation that the matter shall be turned over to the city's misdemeanor attorney for prosecution should the violation continue beyond a date established in the letter.
 9. If not corrected following the city administrator's correspondence, the person responsible for the violation shall be cited with a misdemeanor citation, and prosecuted by the attorney contracted with for prosecution of misdemeanors.
 10. Should the prosecution result in a judgment unsatisfactory to the city, the department and misdemeanor attorney shall communicate to the city attorney the limits and shortfalls of Hailey's ordinances or practices, and determine amendments which to Hailey's ordinances and policies to be brought before the city council for consideration and possible adoption.
- D. If the alleged violation is deemed, in fact, not to be a violation, the department shall immediately communicate to the person reporting the violation the reason it was not deemed to be a violation.

PRIORITY

Departments shall evaluate the time frames for enforcement based on the following priorities and guidelines:

- A. If the violation creates a life-safety hazard or condition, enforcement correspondence shall be immediate, with time frames suitable to the level of correction required, and of suitable urgency to encourage immediate correction by the person responsible for the violation.
- B. If the violation creates a nuisance or disturbs the peace, it shall be addressed as immediately as the department is able, without unnecessary disruption of the departments' work plan.
- C. If the violation decreases the property value of others, it shall be handled in the order and manner best able by a department juggling multiple priorities and diverse work plans.

AGENDA ITEM SUMMARY

DATE: 09/08/08 **DEPARTMENT:** Clerk's office

DEPT. HEAD SIGNATURE: MC

SUBJECT:

Motion to approve contract with Rick Allington (City Prosecuting Attorney) – a 3% annual increase over the next 3 years (2008-2010) 2008 - \$1248 increase, 2009 - \$1285 increase, and 2010 \$1323 increase

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

Annual contract for services. We want to insure that code violations (other than law-enforcement citations) subject to misdemeanor prosecution are handled by this contracted attorney.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

___ 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:

Review and approve contract.

FOLLOW-UP REMARKS:

*

CITY PROSECUTING ATTORNEY
FREDERICK C. ALLINGTON
115 SECOND AVENUE SOUTH
HAILEY, IDAHO 83333
(208) 788-7802
Fax: (208) 788-7901

RECEIVED

JUN 24 2008

FAAC RP HD

June 23, 2008

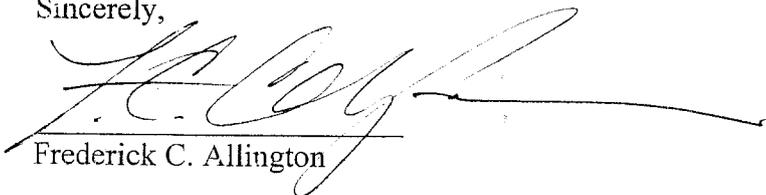
The Honorable Rick Davis, Hailey Mayor
115 South Main St. Suite H
Hailey, ID 83333

Dear Mayor Davis:

Please find enclosed a copy of my proposed Contract for legal services. Except for a 3% increase in the amount paid to me, the Contract is identical to the one currently in effect. The current amount paid by the City is \$41,600 per year. My proposal is for a 3% increase this year (2008) in the amount of \$1,248, a 3% increase in 2009 in the amount of \$1,285 and a 3% increase in 2010 in the amount of \$1,323.

I hope to continue to represent the City of Hailey for three more years as it has been a pleasure to work with such a professional police force. If you have any questions I would be happy to meet with you to discuss them.

Sincerely,


Frederick C. Allington

AGREEMENT FOR PROSECUTION OF CITY MISDEMEANORS

AGREEMENT made this _____ day of _____, 2008, between FREDERICK C. ALLINGTON, ESQ., hereinafter referred to as "Attorney", and THE CITY OF HAILEY, IDAHO, (hereinafter referred to as "City");

WITNESSETH

WHEREAS, Idaho Code §50-208 requires that the city attorney, his/her deputies or contract counsel of any municipality shall prosecute those violations of county or city ordinances, state traffic infractions and state misdemeanors committed within the municipal limits; and

WHEREAS, Idaho Code §§50-208 and 50-301 allows any city to contract for alternative additional counsel when deemed advisable; and

WHEREAS, THE City desires to contract with Attorney to prosecute those violations of county or city ordinances, state traffic infractions and state misdemeanors committed within the municipal limits of the City when arresting or charging officer is an employee of one of the City; and

WHEREAS, Attorney desires to contract with the City to accept the duty and receive the authority to prosecute those violations of county or city ordinances, state traffic infractions and state misdemeanors committed within the municipal limits of the City when the arresting or charging officer is an employee of one of the City; and

WHEREAS, The City deems the expenses corresponding to the services provided by Attorney as ordinary and necessary pursuant to Art. VIII, §3 of the Constitution of the State of Idaho; and

NOW, THEREFORE, in consideration of the foregoing and the City's payment to the Attorney of compensation hereinafter provided, the parties hereby agree as follows:

1. PERFORMANCE OF SERVICES.

- A. Attorney will prosecute all misdemeanor crimes, traffic offenses, and ordinance violations occurring within the city limits for which an arrest is made or a citation issued by an officer of City and appeals thereof from magistrate to district court.
- B. In addition, Attorney agrees to provide the City with the following specific services:
 - (1) Render legal advice, when requested, to the City's police departments and police officers on a 24 hour per day seven (7) days per week basis (insofar

AGREEMENT FOR PROSECUTION

Page 1

as is possible) regarding all police matters relating to criminal law and criminal procedure; and

- (2) Office consultation with City's police officers concerning the filing of charges; and
- (3) Draft all complaints, arrest and search warrants, and summonses relating to criminal charges; and
- (4) Prepare for and conduct all probable cause hearings in cases related to criminal charges; and
- (5) Draft affidavits in support of search warrants and arrest warrants; and arrange, prepare for and conduct all hearings necessary to obtain said warrants; and
- (6) Prepare for and conduct all hearings or motions scheduled for a hearing in any case within the scope of this Agreement, and any appeal thereof from magistrate to district court. Such hearings include but are not limited to, arraignments, bond hearings, motions to suppress and sentencings; and
- (7) Prepare and conduct all trials in any case within the scope of this Agreement, whether such trial shall be by bench or by jury, and any appeal thereof; and
- (8) Keep informed of new developments in criminal law and criminal procedure.

C. The inclusion of any services by specific reference in this Agreement is not intended as an exclusion of other services necessary and proper to the fulfillment of this Agreement.

D. The Attorney agrees that all services provided pursuant to Section 1 of this Agreement shall be in accordance with the Idaho State Bar Association's Rules of Professional Responsibility.

2. **TIME OF PERFORMANCE AND TERMINATION.** This Agreement shall be in full force and effect from the 1st day of October, 2008 through the 30th day of September, 2011.

3. **COMPENSATION**

- A. Compensation per year of FORTY TWO THOUSAND EIGHT HUNDRED FORTY EIGHT DOLLARS (\$42,848) will be paid to Attorney as consideration for providing the services necessary to the fulfillment of this Agreement from October 1, 2008 through September 30, 2009. Compensation per year of FORTY FOUR THOUSAND ONE HUNDRED THIRTY THREE DOLLARS (\$44,133) will be paid to Attorney as consideration for providing the services necessary to the fulfillment of this Agreement from October 1, 2009 through September 30, 2010. Compensation per year of FORTY FIVE THOUSAND FOUR HUNDRED FIFTY SIX DOLLARS (\$45,456) will be paid to Attorney as consideration for providing the services necessary to the fulfillment of this Agreement from October 1, 2010 through September 30, 2011.
- B. Attorney agrees that the compensation fixed in paragraph 3A above shall constitute the total amount of compensation to be awarded under the terms of this Agreement with payment due on the **first day of each and every month** commencing on October 1, 2006.
- C. Compensation to all other persons, entities and organizations for services and materials necessary to the fulfillment of the terms of this Agreement, including professional liability insurance, shall be the sole responsibility and obligation of Attorney; Attorney shall have the discretion to hire or retain such clerical, administrative, paralegal or legal help as may be necessary to the fulfillment of the terms of this Agreement.

4. **INDEPENDENT CONTRACTOR STATUS.** Attorney is retained only for the purposes and to the extent set forth in this Agreement. The parties to this Agreement intend that the relationship of the Cities to the Attorney shall be that of an independent contractor. As such, the Attorney shall not be entitled to any benefits which the City may provide to their respective employees, including, but not limited to, unemployment compensation, medical insurance or similar benefits. Nothing herein shall be construed to constitute an intent to form a partnership, employment, joint venture or other relationship except as acknowledged herein by the parties. The parties shall, at all times, take all necessary actions to maintain such relationship, including, but not limited to, the filing of necessary tax documents consistent herewith.
5. **COSTS OF PROSECUTION.** City is responsible to pay directly any and all costs of prosecution of their respective cases which include, but are not limited to, witness fees, travel costs and transcript costs. For costs of prosecution in excess of ONE HUNDRED and no/100 Dollars (\$100.00), the Attorney will review the merits of the case and reasons for the costs with the Chief of Police for the City who, in turn, has full discretion to authorize payment of the projected costs of prosecution.
6. **CONFLICT OF INTEREST.**

- A. To the extent that a conflict of interest arises due to a criminal defendant's employment position, the city where the alleged offense occurred, with the assistance of Attorney, shall arrange and pay for the prosecution. Such criminal defendants shall include, but are not limited to, elected and appointed city officials, law enforcement personnel, Blaine County Prosecuting and Deputy Prosecuting Attorneys. Attorney shall make a good faith effort to arrange for a conflict prosecutor at no charge.
 - B. To the extent that a conflict of interest arises due to a criminal defendant's position as a practicing attorney whom Attorney has significant contact with as opposing counsel, the Attorney shall make a good faith effort to arrange for a conflict attorney to prosecute the case without charge. If Attorney cannot arrange for such a conflict attorney, then the city where the alleged offense was committed shall arrange and pay for the cost of prosecution.
 - C. To the extent that a conflict of interest arises that is not addressed in Subsections 6A or 6B, Attorney shall arrange and pay for the cost of prosecution.
7. **DISCRETION.** Attorney shall have ultimate discretion in all charging decisions, plea agreements and dispositions of cases prosecuted on behalf of City, but will fully consider the requests and input of the chiefs of police of City with regard to particular cases or class of cases.
8. **COMPLIANCE WITH LAWS.** The Attorney agrees to comply with all federal, state, city and local laws, rules and regulations.
9. **TERMINATION OF AGREEMENT.**
- A. The parties agree that City may terminate this Agreement upon sixty (60) days prior written notice upon:
 - (1) A finding by the City, after considering the Attorney's response, that the Attorney has not consistently performed his duties under the terms of this Agreement or has violated the provisions of this Agreement. The City's notice shall set forth the facts upon which a violation is based. Attorney shall be entitled to respond to the City within thirty (30) days of receiving said notice.
 - B. The City may terminate this Agreement immediately upon Attorney's:

- (1) Conviction by a court of competent jurisdiction of a crime involving moral turpitude, which shall include but not be limited to, driving under the influence of alcohol, theft and physical or sexual abuse; or
 - (2) Disbarment or suspension of Attorney's license to practice law in the State of Idaho.
- C. In the event that the City shall terminate this Agreement pursuant to Subsections 9A and 9B above, then Attorney shall not be entitled to any further compensation from the City.
10. **MAINTENANCE, STORAGE AND ACCESS OF RECORDS.** Attorney shall maintain the case files until they are closed by conviction, acquittal, dismissal or until the probationary term has expired (whichever comes later). Case files shall be stored in file cabinets that are not accessible to the public.
11. **PHONE ACCESS AND INTERNET ACCESS.** Attorney shall maintain a secure phone system and computer system.
12. **AMENDMENTS/ASSIGNMENT.** This Agreement may only be changed, modified, amended or assigned upon the written consent of all the parties.
13. **HEADINGS.** The headings in this Agreement are inserted for convenience and identification only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provisions hereof.
14. **SEVERABILITY.** Every provision of this Agreement is intended to be severable. If any term or provision hereof is deemed invalid or unenforceable by a court of competent jurisdiction, such decision or decisions shall not affect the validity of the remaining portions hereof, which shall continue in full force and effect and applicable to all circumstances to which it may validly apply.
15. **ATTORNEYS' FEES AND COSTS.** Should any action be brought to interpret or enforce any provision hereof, or for damages for breach hereof, the prevailing party shall be entitled to such reasonable attorneys' fees and costs, as may be determined by any court of competent jurisdiction wherein such action is brought, including attorneys' fees and costs on appeal.
16. **BINDING AGREEMENT.** This Agreement and the terms and provisions hereof shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereof.

17. **ENTIRE AGREEMENT.** This Agreement shall constitute the entire agreement of the parties and is the sum total of the agreements and understandings of the parties hereto, and supersedes and replaces any other written or oral agreements or understandings.
18. **INTERPRETATION.** This Agreement shall be liberally construed in accordance with the general purposes of this Agreement and the laws of the State of Idaho.
19. **NO PRESUMPTION.** No presumption shall exist in favor of or against any party to this Agreement as the result of the drafting and preparation of this document.
20. **EXECUTION.** This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all together shall constitute one and the same instrument.
21. **ACCEPTANCE.** The parties fully understand all of the provisions of this Agreement, and believe them to be fair, just, adequate and reasonable, and accordingly accept the provisions of this Agreement freely and voluntarily.
22. **AUTHORITY.** Each City hereby represents and acknowledges that the execution of this Agreement has been duly authorized and approved by each City herein.
23. **INDEMNIFICATION.** From and after the commencement of this Agreement, Attorney hereby agrees to hold the City harmless and indemnify the City from any claims which arise or result from the Attorney's handling of the prosecution of any matter pursuant to this Agreement. This provision is intended to cover all aspects of the Attorney's involvement in a prosecution, including all decisions or conduct prior to charging a defendant as well as thereafter. The term "claims" as used herein shall mean and include any and all liabilities, damages injuries, losses, causes of action, judgments, rights or demands of every kind, asserted or which may be asserted.

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

ATTORNEY:

CITY OF HAILEY, IDAHO

Frederick C. Allington

Rick Davis, Mayor

AGENDA ITEM SUMMARY

DATE: 09/08/08 **DEPARTMENT:** Executive **DEPT. HEAD SIGNATURE:** MC

SUBJECT:

Selection of elected representative for the Indian Creek Initiative Advisory Board

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

See attached letter from Rich McIntyre

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS

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

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:

Select representative from City Council to attend Indian Creek Initiative Advisory Board meetings.

FOLLOW-UP REMARKS:

*

CRYSTAL CONSULTING GROUP

P.O. Box 3345, Hailey, ID 83333 • phone (208) 309.1486
fax (208) 788-4479 • richmcintyre@msn.com

RECEIVED

AUG 27 2008

FILE RD FH HP

August 27, 2008

Mayor Rick Davis
City of Hailey
115 S. Main Street
Hailey, ID. 83333

Dear Mayor Davis:

I am writing as the project director of the Indian Creek Initiative, a project previously brought before the city council. I enclose the project statement of purpose as a reminder of our primary project objectives.

At the June advisory board meeting, Councilman Hammerle was a guest, as was Dave Cropper of the Hiawatha Canal Company. We were pleased they attended, as it allowed the full advisory board--including the Idaho Department of Water Resources and the Idaho Transportation Department—to directly state their perspectives on the objectives of the Indian Creek Initiative, particularly as regards reconnection of Indian Creek to the Big Wood River to partially addressing potential flooding issues.

At that meeting, several issues were discussed including reconnection, dealing with the current danger of flooding from Indian Creek, and ICI board support to the city on the construction of a modified winter/spring recharge unit that would be acceptable to the Idaho Transportation Department and IDWR. It was also made clear that, should IDWR allow it, the ICI board would support a portion of Indian Creek water remaining in the Hiawatha to maintain recharge and provide water for authorized ponds that have recharge potential. Finally, we discussed the new FEMA flood map that shows a 100-year event out of Indian Creek exceeding 300 cfs, which according to their maps would inundate much of north Hailey (all of us have issues with their calculations, which we think are quite high).

I do not wish to present the impression we have it all “figured out.” Rather, we have learned a great deal and feel it is time to share that information in a collaborative manner. One thing is certain. The solution to this issue will not be solved simply via reconnection, as landowners willing to accept a restored Indian Creek channel through their property will limit the amount of water to 30 cfs at any given time.

I have spoken with IDWR, IFG, ITD and Blaine County regarding this matter, and we are of the opinion that the next ICI advisory board meeting should be a workshop on Indian Creek issues. While we have collected a great deal of information, we would like the city to have the opportunity to express their concerns, priorities and to share whatever

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Mayor Rick Davis
August 27, 2008
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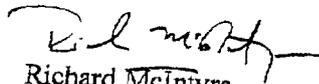
knowledge the city might have that would forward the discussion and solution. At that workshop, all of the information we have collected over the past year of work will be shared with participants, and the state, city and county could weigh in with their information and priorities. *The goal would be for us to arrive at draft solutions that address the problems and begins the process of a consensus solution.* We would appreciate the involvement of the city in this workshop, and as we move forward, on the advisory board (Fritz suggested a member of the council be placed on the board, which we fully support).

We are looking at a late September/early October meeting date for this workshop. All state and citizen participants on the ICI board have agreed to attend (as well as Allen Merritt from IDWR), as has the county. We all feel this is an appropriate step in resolving the issue.

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This meeting as envisioned would not be open to the general public. Assuming we arrive at consensus (at that or subsequent meetings) we would then suggest public meetings and/or hearings as appropriate to fully discuss the issue in a public forum.

Your consideration of our request is appreciated. In that there are many schedules to coordinate, your earliest response would be appreciated.

Sincerely Yours,



Richard McIntyre
Project Director, Indian Creek Initiative
Managing partner, Crystal Consulting Group
208.309.1486

cc: ICI board of Advisors
Allen Merritt, IDWR
Dave Tuthill, IDWR
Commissioner Larry Schoen

The Indian Creek Initiative: Background and Statement of Purpose

Background:

In early 2007, the Idaho Department of Water Resources expressed concern over the absence of a floodway channel on Indian Creek, the limited capacity of previously designed flood control structures, and stated that reconnection of Indian Creek back to the Big Wood River could serve to reduce flooding danger while concurrently providing new fish and wildlife habitat.

In 2007, Rich McIntyre of Crystal Consulting Group in Hailey established the Indian Creek Initiative, and Idaho Rivers United agreed to act as the 501(c)(3) sponsor for the project. An advisory board was formed, which included the key state agencies, the city of Hailey, Idaho Rivers United, Wood River Land Trust and affected citizens.

Statement of Purpose:

The Indian Creek Initiative has three goals. *The first project objective is to develop a plan to reconnect Indian Creek back to the Big Wood River, with the conservation objectives of enhancing stream flows in the Big Wood River and reestablishing Indian Creek as a living stream. Doing so will also provide water right holders with new options for the utilization of their water rights, complimenting the efforts of The Wood River Legacy Project.*

The protection of aquifer recharge and water delivery is a primary project goal and central to the effort. *The second objective of the project is to insure that aquifer recharge is maintained, that no injury to water right holders occurs, and that existing, adjudicated water use delivery is fully maintained.*

The risk of flooding in Northridge and associated areas of Hailey (such as occurred in 1963) exists and requires a solution. *The final project objective is to identify a means by which the flooding problem on the ITD right-of-way adjacent to Buttercup Road and the flooding danger to Northridge and north Hailey can be reduced.*

During the initial planning period, options for Indian Creek relocation and associated recharge patterns will be examined. Once options have been reviewed, a preferred alternative will be identified, landowners contacted, and formal presentations to the city and county will occur. With city and county support in place, state and federal grants will be pursued to pay for design and construction.