

**AGENDA ITEM SUMMARY**

DATE: 9/16/13 DEPARTMENT: PW DEPT. HEAD SIGNATURE: 

**SUBJECT:** Motion to ratify Mayor's signature on Community Rating System Annual Recertification (FEMA Flood Insurance rating), expiration September 30, 2013

**AUTHORITY:**  ID Code \_\_\_\_\_  IAR \_\_\_\_\_  City Ordinance/Code \_\_\_\_\_  
(IFAPPLICABLE)

**BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:**

As a part of our participation in the Flood Insurance Program we are required to annually apply for recertification to maintain the decrease in rates that affected parties have to pay. The attached is our Annual Recertification form.

**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:** (IFAPPLICABLE)

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

**RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:**

**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./Agrmt./Order Originals: Record  
Copies (all info.): \_\_\_\_\_  
Instrument # \_\_\_\_\_

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

### COMMUNITY RATING SYSTEM ANNUAL RECERTIFICATION

#### Section 1. Community Data

If there are any changes or corrections to the information in this section, please line out the old item and write in the correction.

Community: Hailey State: ID NFIP Number: 160022

Recertification Date: October 1, 2013

Chief Executive Officer:

Name: The Honorable Fritz Haemmerle Title: Mayor of Hailey

Address: 115 South Main Street, Hailey, Idaho 83333

CRS Coordinator:

Name: Mr. Jim Zarubica Title: Floodplain Administrator

Address: 115 South Main Street, Hailey, Idaho 83333

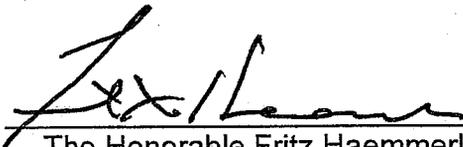
Coordinator's Phone: (208) 788-9830 x 17 Fax: (208) 788-2924

Email address: [jim.zarubica@haileycityhall.org](mailto:jim.zarubica@haileycityhall.org)

We are maintaining, to the best of my knowledge and belief, in force all flood insurance policies that have been required of us as a condition of federal financial assistance for insurable buildings owned by us and located in the Special Flood Hazard Area shown on our Flood Insurance Rate Map.

#### Section 2. Certification

I hereby certify that this community is continuing to implement the activities noted below as credited under the Community Rating System and described in our original application and subsequent modifications.

Signed:   
The Honorable Fritz Haemmerle, Mayor of Hailey

Date: 9/3/13



### COMMUNITY RATING SYSTEM ANNUAL RECERTIFICATION

#### Section 3. Community Activities

Your community has been verified as receiving CRS credit for the following activities. If your community is still implementing these activities **the CRS Coordinator needs to put his or her initials in the blank and attach the appropriate items.** The numbers refer to the activity number which is found in the CRS Coordinator's Manual. If the word "attached" is used you must provide documentation material for that activity. If no material has been acquired for that activity please explain why there is no material from the past year.

- 310 We are maintaining Elevation Certificates on all new and substantially improved buildings in our Special Flood Hazard Area.
- 310 We have issued 0 (insert number) permits for new construction and substantial improvements in the Special Flood Hazard Area in the last year.
- 310 We have completed and attached the Annual Recertification Data Table (Building Count).
- 310 Attached are all finished construction Elevation Certificates for new or substantially improved structures that have been completed in the last year.  Initial here if there have been no new buildings or substantial improvements in the floodplain since the last submittal.
- 310 Attached are 0 (insert number) Elevation Certificates for new or substantially improved structures that have been completed in the last year.
- 310 We continue to make copies of Elevation Certificates on newer properties available at our present office location.  Initial here if your office address has changed in the past year. Please provide new address with this form.
- 310 We continue to maintain storage of our records off site.
- 320 We are providing Flood Insurance Rate Map information and information on the flood insurance purchase requirement to inquirers.  Initial here if the office address or the manner in which requests may be submitted has changed in the last year. Please provide the new office address or manner of submittal with this form.
- 320 Attached is a copy of the letter sent to the target audience (lenders, insurance agents, and real estate offices) about this service this year, including informing insurance agents about the availability of elevation certificates.  Initial here if the information is included in your annual outreach project to the community or is part of your community's outreach projects strategy. Mark the attachment to Activity 330 to show where this service is publicized.

### COMMUNITY RATING SYSTEM ANNUAL RECERTIFICATION

- 320 Attached is a copy of one page of the log, a letter, or other record that we kept on this service this year.
- 320 We are continuing to keep our FIRM updated and maintain old copies of our FIRM.
- 330 Attached is a copy of this year's annual outreach project to the community.
- 330 Attached is a description and copy of this year's annual outreach project to floodplain residents.
- 330 Attached is a copy of the additional outreach project(s) we conducted this year.
- 350 Our public library continues to maintain flood protection materials.  Initial here if an annual inspection of library materials has been conducted.
- 350 Flood protection information on our web site continues to be maintained and updated.  Initial here if the required annual review and update has been conducted.
- 360 We continue to provide flood protection assistance to inquirers.
- 360 Attached is a copy of the document that told others about this service this year.  Initial here if the information is included in your annual outreach project to the community or to the flood plain properties, or is a part of our community's outreach projects strategy. Mark the attachment to Activity 330 to show where this service is publicized.
- 360 Attached is a copy of one page of the log, a letter, or other record that we kept on this service this year.
- 420 We continue to preserve our open space in the floodplain.
- 430 We continue to enforce the floodplain management provisions of our zoning, subdivision and building code ordinances for which we are receiving credit.  Initial here if you have amended your floodplain regulations. Attach a copy of the amendment.
- 430 We continue to enforce our current building code.  Initial here if you have amended your building code. Attach a copy of the amendment.
- 430 We continue to employ those staff credited for attaining their CFM, and those who have attended the credited training courses.  Initial here if your staff has changed and attach a statement as to the staffing changes.
- 440 We continue to use and update our flood data maintenance system on an annual basis as needed.
- 450 We continue to enforce the requirement that all new buildings outside the SFHA must

### COMMUNITY RATING SYSTEM ANNUAL RECERTIFICATION

- be elevated above the street or otherwise protected from drainage problems.
- 450 We continue to enforce the provisions of our zoning, subdivision and building codes as they pertain to erosion and sediment control and water quality.
- 530 We continue to encourage property owners interested in retrofitting their buildings to protect them from flood damage.  Initial here if there have been any changes (additions or deletions) to the buildings credited as being flood protected. Attach a description of those changes.
- 540 We continue to implement our drainage system maintenance program.  Attached is a copy of our updated Standard Operating Procedure used to manage the drainage system.
- 540 Attached is a copy of a typical inspection report and a copy of the record that shows that any needed maintenance was performed.
- 610 We have maintained and tested our flood threat recognition system.
- 610 Attached is a report evaluating how our flood warning program worked during the flood(s) we had this year.  Initial here if your community did not have a flood that qualifies for evaluating the program (i.e., a flood that damaged more than 10 buildings, caused more than \$50,000 in property damage, or caused the death of one or more persons).
- 610 We tested our warning dissemination equipment and procedures this year.
- 610 Attached is a copy of this year's outreach document that told people about the flood warnings and safety measures.  Initial here if the information is included in your annual outreach project to the community or to flood plain properties, or is a part of your community's outreach projects strategy. Mark the attachment to Activity 330 to show where the flood warnings and safety measures are explained.
- 610 We conducted at least one exercise of our flood response plan this year.
- 610 We have completed our annual update of the names and telephone numbers of the operators of all critical facilities affected by flooding.
- 630 We continue to enforce the building construction requirements in the area subject to dam failure inundation.

Additional Comments:

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## COMMUNITY RATING SYSTEM ANNUAL RECERTIFICATION

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Attachments:

AGENDA ITEM SUMMARY

DATE: 09/17/2013

DEPARTMENT: Legislative/Admin

DEPT. HEAD SIGNATURE: HD

SUBJECT:

Contract for Service – Animal Shelter Impound Agreement for FY 2014 w/ Resolution 2013-69

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

\$16,000 annual contract amount approved with FY 2014 Budget

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:

Motion to approve Resolution 2013-69, authorizing contract for services with Animal Shelter of the Wood River Valley for \$16,000

FOLLOW-UP REMARKS:

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**CITY OF HAILEY  
RESOLUTION NO. 2013-69**

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY  
AUTHORIZING THE EXECUTION OF A CONTRACT FOR SERVICES WITH  
THE ANIMAL SHELTER OF THE WOOD RIVER VALLEY.**

WHEREAS, the City of Hailey desires to enter into an agreement with the Animal Shelter of the Wood River Valley under which services shall be performed to impound and care for animals delivered to the Animal Shelter of the Wood River Valley from within the city limits of Hailey.

WHEREAS, the City of Hailey and The Animal Shelter of the Wood River Valley have agreed to the terms and conditions of the Contract for Services, a copy of which is attached hereto.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HAILEY, IDAHO,** that the City of Hailey approves the Contract for Services between the City of Hailey and The Animal Shelter of the Wood River Valley and that the Mayor is authorized to execute the attached Agreement,

Passed this 16th day of September, 2013.

City of Hailey

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Fritz X. Haemmerle, Mayor

ATTEST:

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Mary Cone, City Clerk

**CITY OF HAILEY IDAHO  
CONTRACT FOR SERVICES  
ANIMAL SHELTER OF THE WOOD RIVER VALLEY**

THIS CONTRACT FOR SERVICES ("AGREEMENT") is in effect from October 1, 2013 to September 30, 2014, by and between the City of Hailey, Idaho, a body corporate and politic and a subdivision of the State of Idaho, hereinafter referred to as "The City" and The Animal Shelter of the Wood River Valley, a non-profit corporation, Blaine County, Idaho, hereinafter referred to as "The Animal Shelter".

RECITALS:

1. The City is authorized pursuant to Idaho law to impound animals that are running at large or pose a danger to the public health safety and welfare.
2. Blaine County Code, Title 4, Chapter 4, Animal Control, establishes requirements for dog licensing and impoundment of dangerous animals and at-large dogs; authorizes fees for violation of terms of the Code and redemption of animals; and provides definitions and other regulations related to the administration of animal control.
3. The Animal Shelter is willing to provide facilities and services for the care and safe housing of animals found in the City of Hailey that are impounded by the City animal control officer, city law enforcement, or taken to the shelter by citizens.
4. It is necessary for the proper operation of a city animal control program to have facilities and personnel available for the care and housing of impounded animals, for communication and exchange of information to the public and the sale and record keeping of the County dog licenses.
5. The parties believe that paying a flat fee for services is a more flexible and fair approach than charging on an individual impound basis. The City's payment of a flat fee reduces administrative costs and recognizes the valuable public and private function served by the Animal Shelter. The flat fee shall reasonably reflect the level of service provided by the Animal Shelter, including but not limited to, the numbers and types of animals from the City of Hailey, and may be adjusted annually during the county's budget process which starts in June and adopted in August of each year.

NOW, THEREFORE, in consideration of the mutual agreement hereinafter contained and subject to the terms and conditions hereinafter stated, it is hereby understood and agreed by the parties hereto as follows:

1. TERM: The term of this Agreement shall commence on October 1, 2013 and terminate on September 30, 2014 be in full force and effect upon execution.
2. RENEWAL: Consideration for services shall be reviewed on a yearly basis by both parties, with the Animal Shelter submitting a budget proposal by June 1 of each year so that the city may consider the request in the City's annual budget process.
3. RECEIPT AND HOUSING OF ANIMALS: The Animal Shelter hereby agrees to receive, house and feed all animals found in the City and delivered to The Animal Shelter by the police, City animal control officer or citizens. The location of pickup shall be documented to establish the jurisdiction of origin for the purposes of this Contract. Any officer or citizen delivering an animal found in The City of Hailey The Animal Shelter must verify that the animal being impounded was found within The City borders and provide a written statement detailing the reasons why the animal(s) was impounded. The capacity of the Animal Shelter is 65 dogs and 65 cats. In the ordinary course of operations, inflow of animals does not exceed capacity. If a situation arises that exceeds capacity, temporary declination of Animal Shelter to accept City impounds shall not be a breach of this agreement. In such an event the Animal Shelter shall exercise its best efforts to shorten the period of over-capacity or find alternate locations for acceptance.
4. VETERINARY CARE: The City shall be responsible to pay any "necessary veterinary care" for animals, as defined herein, which are provided to any animal impounded within the seven day impoundment period, excluding weekend and holidays, pursuant to this Agreement. "Necessary veterinary care" means immediate veterinary treatment for injured, diseased, or sick animals or animals that seriously threaten The Animal Shelter's ability to maintain a healthy animal population.

If within the seven day impound period, excluding weekend and holidays, The Animal Shelter determines an animal received should be euthanized either because of health or behavior issues, The City will be responsible for the cost of such procedures and disposal.

5. RABIES VACCINATION AND LICENSING: Pursuant to Idaho law, dogs over six (6) months of age must be vaccinated for rabies and have on them a collar with a current license. Dogs impounded at the Animal Shelter that are not wearing a collar with a current license tag will be vaccinated for rabies and issued a license. An owner claiming said dog will be charged both for a rabies vaccination and license along with any impound fees. Dogs will not be released without payment for services. If an impounded dog has a microchip or a collar with identification tags, but no current license tag the Animal Shelter will check for current licensing and vaccination status within its

database. If no current license is found the Animal Shelter will vaccinate for rabies if necessary and issue a license at the owner's expense.

6. ADMINISTRATIVE DUTIES: The Animal Shelter agrees to provide facilities and personnel to perform any administrative duties necessary to The City's animal control program including, but not limited to, the sale and record keeping of The County's dog license program.

The City authorizes the Shelter to collect impound fees for animals impounded or taken up pursuant to this Agreement. The Animal Shelter agrees not to release impounded animals to their owners unless and until the impound fees set forth by The City, if any, have been paid and procedures have been followed. Furthermore, The Animal Shelter shall require any impounded dog be licensed before releasing said animal back to its owner.

7. CONSIDERATION: In consideration for the services performed by The Animal Shelter according to the terms of this contract, the City shall pay the Animal Shelter a total sum of \$16,000 for the Fiscal Year 2014 to be paid in quarterly installments of \$4,000 a quarter beginning on October 26, 2013, and continuing on the 26<sup>th</sup> day of the first month of every quarter thereafter during Fiscal Year 2014. In addition, the City shall allow all revenues generated from The Animal Shelter's sale of dog licenses for The City and the collection of impound fees from pet owner's retrieving their animals to remain with the Shelter. "Necessary veterinary services" shall be reimbursed quarterly based upon documentation receipts from a licensed veterinarian.

8. QUARTERLY REPORTS: The Animal Shelter shall provide the City with quarterly reports that include the following information:

- a) Numbers and types of animals impounded;
- b) Location of animal pickup. Any officer or citizen delivering an animal to The Animal Shelter shall verify, to the greatest extent feasible, that the animal being impounded was found within The City of Hailey borders and provide a written statement detailing the reasons why the animal(s) was impounded. Impound records shall be submitted to The City quarterly.
- c) Numbers and types of animal licenses, to whom sold and/or renewed; revenues received.
  - i) The Animal Shelter shall work with the City to develop a reporting system so that City dispatch personnel, the Animal Control officer, law enforcement and citizens can determine the ownership of the animal based upon licensing information, including residence and phone contact of the owner.
- d) Veterinary and euthanasia statistics

9. INDEMNIFICATION: The Animal Shelter agrees fully to indemnify, save and hold harmless The City and their respective officers, agents and employees from and against all claims and actions and all expenses incidental to the investigation and defense thereof, based upon or arising out of damages or injuries to third persons or their property, caused by the fault or negligence in whole or in part of The Animal Shelter, its agents, subtenants, or employees in the operation of the Shelter and the dispatch of the obligations incurred under this Agreement. The City agrees to fully indemnify, save and hold harmless The Animal Shelter, its Board of Directors, officers, agents and employees from and against all claims and actions and all expenses incidental to the investigations and defense thereof, based upon or arising out of damages or injuries to third persons or their property, caused by the fault or negligence in whole or part of The City, their agents, officers, or employees incurred in the enforcement and administration of an animal control ordinance or other law.
  
10. THE ANIMAL SHELTER A PRIVATE FACILITY: The parties agree that The Animal Shelter is a private facility with its own policies and procedures for the housing and care of animals. Animals impounded or accepted by The Animal Shelter pursuant to this Agreement shall become the property of The Animal Shelter after seven days excluding weekend and holidays, at which time The Animal Shelter shall assume financial responsibility for the continued care and housing of the animals.
  
11. TERMINATION: Any party to this Agreement may terminate its obligations under this Agreement upon providing the other parties with thirty (30) days written notice.
  
12. MODIFICATION: There shall be no modification of this Agreement unless executed in writing by the parties.

DATED THIS \_\_\_\_\_ day of September, 2013.

ANIMAL SHELTER OF THE  
WOOD RIVER VALLEY

\_\_\_\_\_  
Jo-Anne Dixon DVM,  
Executive Director

CITY OF HAILEY

\_\_\_\_\_  
Fritz X. Haemmerle,  
Mayor

ATTEST:

\_\_\_\_\_  
Mary Cone, Clerk

AGENDA ITEM SUMMARY

DATE: 09/17/2013 DEPARTMENT: Legislative/Admin DEPT. HEAD SIGNATURE: HD

**SUBJECT:**

Contract for Service – Blaine County Housing Authority Agreement for FY 2014  
w/ Resolution 2013-70

**AUTHORITY:**  ID Code \_\_\_\_\_  IAR \_\_\_\_\_  City Ordinance/Code \_\_\_\_\_  
(IFAPPLICABLE)

**BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:**

\$2,500 annual contract amount approved with FY 2014 Budget, as well as a continuation of Hailey staff performing bookkeeping services for BCHA

**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:** (IFAPPLICABLE)

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

**RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:**

Motion to approve Resolution 2013-<sup>70</sup> authorizing contract for services with Blaine County Housing Authority for \$2,500 plus bookkeeping services

**FOLLOW-UP REMARKS:**

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**CITY OF HAILEY  
RESOLUTION NO. 2013-70**

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY  
AUTHORIZING THE EXECUTION OF A CONTRACT FOR SERVICES WITH  
BLAINE COUNTY HOUSING AUTHORITY**

WHEREAS, the City of Hailey desires to enter into an agreement with Blaine County Housing Authority (BCHA) under which BCHA will perform services to manage activities related to affordable housing units within the City of Hailey.

WHEREAS, the City of Hailey and BCHA have agreed to the terms and conditions of the Contract for Services, a copy of which is attached hereto.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HAILEY, IDAHO,** that the City of Hailey approves the Contract for Services between the City of Hailey and Blaine County Housing Authority and that the Mayor is authorized to execute the attached Agreement,

Passed this 16th day of September, 2013.

City of Hailey

\_\_\_\_\_  
Fritz X. Haemmerle, Mayor

ATTEST:

\_\_\_\_\_  
Mary Cone, City Clerk

## CONTRACT FOR SERVICES

THIS CONTRACT FOR SERVICES ("Agreement") is made and entered into as of \_\_\_\_\_, by and between the CITY OF HAILEY, IDAHO, a municipal corporation ("Hailey") and the BLAINE COUNTY HOUSING AUTHORITY, an Idaho housing authority ("BCHA") (Hailey and BCHA are collectively referred to as "Parties").

### RECITALS

A. Hailey is a municipal corporation duly organized and existing under the laws of the State of Idaho.

B. BCHA is an Idaho independent public body, corporate and politic, duly organized and operating under the laws of the State of Idaho.

C. BCHA has proposed to provide services to the City of Hailey related to the development, stewardship and preservation of community housing for low to moderate income households.

D. Pursuant to Idaho Code §§ 50-301 and 50-302, Hailey is empowered to enter into contracts and take such steps as are reasonably necessary to maintain the peace, good government and welfare of the City.

E. Hailey has deed restricted community housing units and anticipates the construction of additional deed restricted community housing units within its municipal boundaries. The deed restricted community housing units may be income based deed restricted units, workforce deed restricted units or other deed restricted units.

F. The Parties have previously entered into a Contract for Services with a term expiring September 30, 2013 ("2012/2013 Contract").

G. The Parties wish to extend and amend the 2012/2013 Contract and enter into a new contract for services.

H. The Parties recognize that i) BCHA is a central and experienced clearinghouse for candidates for deed restricted units and that BCHA is capable of monitoring compliance of deed restricted units, ii) the parties are supportive of appropriate modifications of the collection, analysis and presentation of data to better understand and identify the changing or varying needs within the different communities within Blaine County, iii) BCHA maintains the Blaine County Community Housing Guidelines, iv) the Guidelines are based on the needs identified in the Blaine County Needs Assessment, and v) the Guidelines are intended to supplement city and county land use and building codes.

I. Subject to the terms and conditions of this Agreement, the Parties desire to enter into this Agreement with BCHA providing certain services for the consideration set forth herein.

## AGREEMENT

NOW, THEREFORE, IN CONSIDERATION of the above recitals which are incorporated below, and of the mutual covenants and agreements herein contained and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

A. Services Received. BCHA agrees to provide the following services to Hailey during the term of this Agreement:

### 1. Database Management:

- a. Maintain accurate, up-to-date database of qualified applicants for BCHA, ARCH Community Housing Trust, and other jurisdiction managed community housing for low to moderate income households. (BCHA and ARCH to utilize a “universal” application form and single, shared database.) Update application database at least annually on a quarterly rotation to keep database current.
- b. Match buyers and renters to available community housing units managed by BCHA, whether developed privately, by ARCH or by other organizations or governmental entities.
- c. Provide data regarding the applicant database to the County, cities, developers and civic organizations requesting assistance in planning and allocating community housing. Track trends in demographics and preferences based on regular database updates. Fees to cover BCHA staff time for analysis of the requested information may be charged to the City.

### 2. Asset Management:

- a. Manage the BCHA inventory of for-sale and rental community housing. This includes, but is not limited to: (i) monitoring occupancy to ensure compliance with the applicable BCHA deed covenants at least once each annum, (ii) preserving housing stock by ongoing monitoring and enforcement, and (iii) providing referrals to counseling and consulting services to minimize any loss of community housing owners due to payment problems.
- b. Process Notices of Intent to Sell and Rent in a timely manner to facilitate the earliest feasible sale and rent, as applicable. Work closely with potential buyers of for-sale units from pre-qualification counseling through closing, ensuring understanding of applicable deed covenant and community housing guidelines.
- c. Enter into Notices of Intent to Sell for income and workforce based deed restricted units with applicable developers before a certificate of occupancy is issued for affordable units within a development. The Notices of Intent to Sell will allow the marketing of deed restricted units before the units are available for occupancy with the goal of reducing the period of non-occupancy.

- d. Strengthen deed covenants to ensure highest level of asset management and retention.
- e. Provide special review, consideration and assistance to community home owners facing financial challenges.

3. Communication and Educations Programs:

- a. Be a resource for homebuyer education (coordinate with Idaho Housing and Finance (IHFA) and College of Southern Idaho to provide first-time homebuyer course) and credit counseling. Such programs result in community home applicants who are ready and able to purchase for-sale units.
- b. Provide information to persons in need regarding state and local assistance programs, e.g. rental referrals, tenants' rights, and loan modification and foreclosure prevention counseling.
- c. Communicate regularly with the entire Blaine County community (public at large, press, employers, real estate professionals, mortgage lenders) as well as the applicants and homeowners of Community Homes regarding BCHA programs, expertise, useful information and success stories.
- d. Provide regular (not less often than semi-annual) reports and appearances (not less than annually) before the County and cities regarding status of contract services.
- e. Provide, at least once monthly, online newsletter with current news, tips and information about programs, activities and educational opportunities regarding community housing.
- f. Maintain and update website with current activities, educational and reference information, community home opportunities, and general organizational information.
- g. Update regularly the BCHA Community Housing Guidelines and provide them to jurisdictions served.
- h. Implement a Limited English Proficiency Plan to reach Spanish speaking population.

4. Planning:

- a. Facilitate ongoing planning for community housing by providing information regarding local needs, demographic trends, and development standards to government entities and public/private development entities. Fees to cover BCHA staff time for analysis of the requested information may be charged to the City.

- b. Seek to engage full community participation/feedback in program planning and service quality assurance issues.
  - c. Continue to increase cooperation with Sustain Blaine and other organizations to meet challenges related to affordable housing for the workforce as a necessary component of county-wide sustainable economic development.
  - d. Seek additional tools for funding and development of affordable housing.
5. BCHA will continue to cooperate with and support ARCH Community Housing Trust and other partners who may provide the following services during 2012/2013:
- a. Development and construction of new community housing.
  - b. Origination of grant proposals and proposals for designated government funding sources for operations or development.
  - c. Development of strategies for using in-lieu fees for buy-down, acquisition and/or subsidy programs.
  - d. Development of programs with non-profits and other agencies and mortgage lenders to take advantage of foreclosure and bank-owned real estate opportunities.
6. Additional Services:
- a. As may be requested, BCHA shall provide Hailey staff and/or officials with training and education relating to community housing and with information related to best practices regarding community housing and available resources for programs and services related to community housing, assistance with interpretation of the housing needs assessment and guidelines and input on development proposals related to the provision of community housing. In the event BCHA or Hailey request additional services beyond the services described in this Section A, the Parties shall enter into a written agreement setting forth the services to be provided and the compensation for the services.

B. Term. The term of this Agreement shall commence and be effective on the 1<sup>st</sup> day of October, 2013, and shall terminate on the 30<sup>th</sup> day of September, 2014. Notwithstanding any contrary provision of this Agreement, either party may terminate this Agreement effective upon ninety (90) days advance written notice to the other for any reason or no reason. In addition, the Parties agree that in the event BCHA fails, refuses or is unable to provide the services set forth hereinabove, the same shall constitute a default under the terms of this Agreement, and that Hailey shall have the power to terminate this Agreement upon fifteen (15) days' advance written notice to BCHA. Furthermore, this Agreement shall be terminable by Hailey upon five (5) days' advance written notice if BCHA is adjudicated bankrupt, or subject to the appointment of a receiver, or has any of its property attached, or becomes insolvent, or is unable to pay its debts as the same become due.

C. Consideration. In consideration for providing the services described in paragraph A of this Agreement, BCHA shall receive the administrative fee as specified in the income based deed covenants and workforce deed covenants from the proceeds of the sales price at the time of closing. Following the execution of this Agreement, Hailey agrees to require an administrative fee of three percent (3%) of the gross sales price on all income and workforce based deed restricted units at the time of closing. In consideration for providing the services described in paragraph A of this Agreement, Hailey shall pay BCHA Six Hundred Twenty-Five and 00/100's Dollars (\$625.00) per quarter, beginning October 26, 2013, and continuing on the 26<sup>th</sup> day of the first month of every quarter thereafter for the term of this Agreement. The City of Hailey shall also provide BCHA with bookkeeping services, exceeding no more than an average of 8 hours per month, in approximately twice per month increments, including accounts payable, accounts receivable, payroll, taxes, and monthly financial statements.

D. Miscellaneous Provisions.

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

B. Notices. Any notices permitted or required under this Agreement shall be deemed given upon the date of personal delivery or 48 hours after deposit in the United States mail, postage fully prepaid, return receipt requested, addressed to the Parties at the following addresses:

City of Hailey  
115 S. Main Street, Suite H  
Hailey, ID 83333

BCHA  
Post Office Box 4045  
Ketchum, ID 83340

or at any other address as any party may, from time to time, designate by notice given in compliance with this section.

C. Equal Employment Opportunity. BCHA covenants and agrees that it shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin.

D. Hold Harmless Agreement. Any contractual obligation entered into or assumed by BCHA, or any liability incurred by reason of personal injury and/or property damage in connection with or arising out of BCHA's obligations pursuant to this Agreement shall be the sole responsibility of BCHA, and BCHA covenants and agrees to indemnify and hold Hailey harmless from any and all claims or causes of action arising out of BCHA's activities and obligations as set forth hereinabove, including, but not limited to, personal injury, property damage and employee complaints.

E. Entire Agreement. This Agreement contains the entire agreement between the parties hereto and shall not be modified or changed in any manner, except by prior written agreement executed by the parties hereto. If any term or provision of this Agreement or application thereof shall be declared invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect.

F. Waiver. Failure of either party at any time to require performance of any provision of this Agreement shall not limit the party's right to enforce the provision, nor shall any waiver of any breach of any provision be a waiver of any succeeding breach of any provision or a waiver of the provision itself for any other provision.

G. Assignment. Except as otherwise provided within this Agreement, neither party hereto may transfer or assign this Agreement without prior written consent of the other party.

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

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

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

K. Further Action. The parties hereto shall execute and deliver all documents, provide all information and take or forbear from all such action as may be necessary or appropriate to achieve the purposes of this Agreement.

L. Counterparts. This Agreement may be executed in several counterparts and all so executed shall constitute one agreement, binding on all the parties hereto even though all the parties are not signatories to the original or the same counterpart.

M. Remedies. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall not preclude nor waive its rights to use any or all other remedies. Any rights provided to the parties under this Agreement are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise. In the event of default, termination of this Agreement or dissolution of BCHA, Hailey shall have the right to demand that BCHA convey its interest in all Hailey income based deeds, workforce deeds or similar deeds to Hailey. In such an event of default, termination of this Agreement or dissolution of BCHA, Hailey shall have the right to pursue specific performance for the conveyance of BCHA's interest in the income based, workforce or similar deeds.

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

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

P. Amendment. This Agreement may be revised, amended, or canceled in whole or in part, only by means of a written instrument executed by the Parties.

Q. Interpretation. This Agreement shall be liberally construed in accordance with the general purposes of this Agreement and interpreted and enforced under the laws of the State of Idaho. No presumption shall exist in favor of or against any party to this Agreement as the result of drafting and preparing this Agreement. 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 the Agreement or any provisions of the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Contract for Services to be executed on the day and years first written above.

BLAINE COUNTY HOUSING AUTHORITY      CITY OF HAILEY

By \_\_\_\_\_  
David Patrie  
Executive Director

By \_\_\_\_\_  
Fritz X. Haemmerle  
Hailey Mayor

ATTEST:

By \_\_\_\_\_  
Hailey City Clerk

*The Blaine County Housing Authority's mission is to advocate, promote, plan and preserve the long-term supply of desirable and affordable housing choices in all areas of Blaine County in order to maintain an economically diverse, vibrant, and sustainable community.*



AGENDA ITEM SUMMARY

DATE: 09/17/2013

DEPARTMENT: Legislative/Admin

DEPT. HEAD SIGNATURE: HD

SUBJECT:

Contract for Service – Bellevue Law Enforcement Contract for FY 2014

w/ Resolution 2013-71

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

\$320,466 annual contract amount approved with FY 2014 Budget for law enforcement services to the City of Bellevue

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:

Motion to approve Resolution 2013-71, authorizing contract for services with City of Bellevue for FY 2014 law enforcement contract in the amount of \$320,466

FOLLOW-UP REMARKS:

\*

**CITY OF HAILEY  
RESOLUTION NO. 2013-71**

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY  
AUTHORIZING THE EXECUTION OF CONTRACT FOR LAW ENFORCEMENT  
SERVICES WITH THE CITY OF BELLEVUE.**

WHEREAS, the City of Hailey desires to enter into an agreement with the City of Bellevue under which The City of Hailey will perform and be responsible for law enforcement in the City of Bellevue.

WHEREAS, the City of Hailey and the City of Bellevue have agreed to the terms and conditions of the Agreement for Professional Services, a copy of which is attached hereto.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HAILEY, IDAHO,** that the City of Hailey approves the Contract for Services between the City of Hailey and the City of Bellevue and that the Mayor is authorized to execute the attached Agreement,

Passed this 16th day of September 2013.

City of Hailey

\_\_\_\_\_  
Fritz X. Haemmerle, Mayor

ATTEST:

\_\_\_\_\_  
Mary Cone, City Clerk

CONTRACT FOR SERVICES  
(City of Bellevue Law Enforcement)

This Contract for Services ("Contract") is made and entered into this \_\_\_\_\_ day of September, 2013, by and between the City of Hailey, an Idaho municipal corporation ("Hailey") and the City of Bellevue, Idaho, an Idaho municipal corporation ("Bellevue"). (Hailey and Bellevue are collectively referred to as the "Parties").

RECITALS

A. Bellevue has requested proposals for law enforcement services and has selected the Hailey Police Department to provide law enforcement services within the city limits of Bellevue.

B. Bellevue desires to enter into a contract with Hailey for the performance of law enforcement protection within the corporate limits of Bellevue.

C. The Parties enter into this Contract for the purpose of establishing reasonable terms and conditions, with consideration based on the reasonable value of services actually rendered under the Contract.

D. This Contract is authorized and provided for by the provisions of Idaho Code §§ 50-301 and 67-2332.

E. The Parties have independently determined that it is in their best interest to enter into this Contract, subject to the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises, agreements, terms and conditions set forth herein, the Parties covenant and agree as follows:

1. Law Enforcement Services. Hailey shall provide to Bellevue, the law enforcement services set forth below as included services, together with those services set forth in this Agreement.

A. Included Services. Hailey shall provide the following services within the city limits of Bellevue:

- 1) Reactive patrol to enforce state law and City-adopted municipal ordinances and traffic codes and to respond to residents' and business complaints and calls for service;
- 2) Proactive patrol to prevent and deter criminal activity;
- 3) Traffic patrol to enforce applicable traffic codes;
- 4) Investigation of crimes, infractions, misdemeanors and felonies;
- 5) Animal control;

6) Crime prevention, community policing, and involvement of Hailey law enforcement personnel in community events;

7) Investigation services by peace officers for felony crimes and misdemeanors. These officers are supported by crime analysis, polygraph, identification, and evidence control;

8) Critical incident operational services; and

9) Administrative services including, without limitation, planning and statistics, subpoena control, training, accounting, payroll, personnel, media relations, fleet control, radio maintenance, purchasing, records, and inspections/internal investigations.

B. Excluded Services. Hailey shall not be required to provide the following services under this Contract:

1) Investigative services for Bellevue for civil matters (*e.g.*, personnel issues).

2) Dispatch services.

3) Record Management System (RMS) services.

4) Misdemeanor prosecutorial services.

C. Method of Service.

1) Hailey shall keep the Bellevue Marshal's Office open at a location designated by Bellevue and Hailey shall staff the office with a full-time Bellevue Marshal, and three (3) additional full-time law enforcement officers everyday during the Initial Term and Extended Term, if any, between 7:00 o'clock a.m. and 3:00 o'clock a.m. on the following day. During the period of time between 3:00 o'clock a.m. and 7:00 o'clock a.m., Hailey will address any emergency law enforcement issue by allowing one or more of its officers to respond. A peace officer shall be appointed as the Bellevue Marshal assigned to Bellevue by Hailey on a full-time basis and shall be approved in advance, along with any replacement, by the Mayor and City Council of Bellevue. Hailey law enforcement officers assigned to work within Bellevue under this Agreement shall be appointed as sworn peace officers of the Marshal's office and shall wear Bellevue uniforms. To provide 24 hour coverage as described herein, all Hailey law enforcement officers shall be appointed as sworn peace officers.

2) All Hailey employees assigned to work within Bellevue shall be issued a Bellevue citation book and shall issue Bellevue citations for all traffic and misdemeanor offenses occurring within Bellevue. All revenue received from citations issued and other revenues received within Bellevue shall be the sole property of Bellevue. Other funds received or property forfeited as a result of crimes or infractions occurring within Bellevue, which would become the sole property of Bellevue if Bellevue had its own independent Marshal's office, shall be the sole property of Bellevue unless such funds or forfeited property resulted from an interagency task force, including but not limited to, the Narcotics Enforcement Team.

3) Positions shall be assigned to Bellevue and shall be dedicated to work within the city limits of Bellevue, subject to responses to assist another jurisdiction in case of emergency.

4) Hailey shall exercise its best efforts to insure that the number of such positions assigned to Bellevue remain constant. Bellevue recognizes that the officers assigned to Bellevue may be unavailable at times due to staffing shortages, training, vacation, sick leave, or other leave. Notwithstanding an officer's absence, calls for service in Bellevue will be responded to by appropriate Hailey personnel. The transfer of personnel will be coordinated by Hailey, in consultation with the Mayor or designee, to minimize the impact of potential vacancies.

5) Except as set forth in this Agreement, support and administrative services shall be provided to the City at the level, degree and type as provided by Hailey in Hailey.

6) All Hailey law enforcement personnel operating within Bellevue under this Agreement shall be adequately trained and supervised by Hailey.

7) Certain vehicles operating in Bellevue under this Agreement shall have graphics with Bellevue identification. These vehicles shall be operated by Hailey employees assigned to work primarily within the City of Bellevue. Any changes in graphics will be done in consultation with the Mayor.

#### D. Special Provisions.

1) Hailey shall be responsible for the repair and preventive maintenance of all equipment, software, and accessories that are used in conjunction with the mobile computing program.

2) Hailey shall be responsible for the payment of salary and benefits for personnel providing the services hereunder consistent with Hailey's personnel and compensation programs, along with any associated clothing allowance, supplies, services, telephone, motor pool, systems services, insurance, equipment and associated administrative costs. Hailey shall be responsible for the costs of maintenance and operation (e.g., fuel) of the Bellevue police vehicles up to \$12,000 per year for such costs of maintenance and operation.

3) The Hailey Chief of Police and Bellevue Marshal shall consult with the Mayor and City Council of Bellevue prior to any significant changes in law enforcement and will consult with the Mayor and City Council of Bellevue with regard to law enforcement issues, including long-range law enforcement planning, within Bellevue.

4) The Bellevue Mayor shall have direct access to the Hailey Chief of Police on any matter relating to this Agreement and law enforcement generally within Bellevue.

5) At the request of Bellevue, Hailey will review and comment upon law enforcement impact and needs relative to subdivisions, annexations and other development proposals submitted to Bellevue.

6) The Hailey Chief of Police and the Bellevue Marshal shall meet with the Mayor and City Council of Bellevue during the City's annual budgeting process to consult on the law enforcement needs of Bellevue for the upcoming fiscal year and any renegotiation of this Contract and to assess equipment needs for providing services under this Contract.

7) This Contract does not supersede any joint powers agreement or mutual aid agreement entered into by the Parties.

2. Term. This Contract is effective commencing at 12:01 o'clock a.m. on October 1, 2013, and continuing until midnight September 30, 2014. The term of this Contract shall be automatically extended by the parties for one (1) additional one (1) year term after the Initial Term ("Extended Term") under the same terms and conditions of this Contract unless either Party provides written notification of its intent to allow the expiration of the Contract more than thirty (30) days before the expiration of the Initial Term.

3. Consideration. Bellevue shall pay Hailey for the services provided in paragraph 1 under this Contract the sum total of Three Hundred Twenty Thousand Four Hundred Sixty-six Dollars (\$320,466.00), which shall be paid in twelve (12) equal monthly installments of Twenty Six Thousand Seven Hundred Five Dollars and 50 cents (\$26,705.50) per month beginning on or before October 10, 2013 and on or before the tenth day of each month thereafter during the Initial Term or Extended Term, if any. In the event Bellevue fails to make a monthly payment within fifteen (15) days of the payment due date as provided herein, Bellevue shall be responsible for paying the delinquent amount and an additional payment equal to the current rate of return for the State of Idaho Local Government Investment Pool on the delinquent amount for the entire period of the delinquency.

4. Additional Services: Bellevue may request services for special events from the Bellevue Marshal that are in addition to the services set forth in Paragraph 1(A) of this Contract and shall give the Bellevue Marshal and Hailey reasonable notice of such a request. When such a request is made, the Bellevue Marshal and Hailey will not unreasonably withhold their approval of such additional services. Bellevue agrees to pay for any mutually agreed additional overtime, salary, special pay, benefits, equipment, supply or any other costs relating to or resulting from the provision of services for the requested additional service.

5. Reporting.

A. Data Collection. Hailey shall maintain accurate data collection on law enforcement services and criminal activity within the city limits of Bellevue.

B. Notification of Criminal Activity: As soon as practicable, Hailey will notify the Bellevue Mayor in the event of a significant criminal occurrence within Bellevue.

C. Monthly Reports: Hailey will report monthly on law enforcement activities, traffic incidents and criminal activity within Bellevue. The Bellevue Marshal or designee will attend all regular meetings of the Bellevue City Council and any special council meeting called with regard to law enforcement issues at which the Marshal's attendance is requested. The Bellevue Marshal or designee shall also attend all city management team meetings as appropriate.

6. Independent Contractor; Personnel and Equipment. The Parties agree that Hailey is acting hereunder as an independent contractor for Bellevue and that Bellevue releases any right of control over the method, manner or means by which Hailey performs its duties and responsibilities hereunder. Consistent with the independent contractor status, 1) control of personnel, standards of performance, discipline and all other aspects of performance shall be governed entirely by Hailey (allegations of misconduct shall be investigated in accordance with Hailey protocol); 2) all persons rendering service hereunder shall be Hailey employees employed by Hailey; 3) all liabilities for salaries, wages, any other compensation, employee injury or

sickness, and employee complaints arising from services by Hailey hereunder shall be the responsibility of Hailey; 4) Hailey shall furnish personnel, equipment, materials, supplies and such resources and material in accordance with this Contract and as necessary to provide the level of law enforcement service herein described; and 5) ownership of equipment purchased by Hailey shall be retained by Hailey.

7. Bellevue Owned Property, and Evidence

A. Property. Bellevue currently owns certain vehicles, equipment and other property ("Bellevue Property") which Hailey will use in the performance of this Contract. Any new equipment and other property paid for by Bellevue as a specific capital acquisition line item in the annual budget paid for by Bellevue shall be the property of Bellevue. Bellevue shall provide Hailey with a written inventory list of the Bellevue Property. Upon the expiration or termination of this Contract, all property owned by Bellevue shall be returned to the possession of Bellevue. Hailey shall update the written Inventory List of all Bellevue property. Bellevue shall maintain insurance on the Bellevue Property.

B. Evidence. Hailey shall maintain a written inventory list of all evidence that is taken in on behalf of Bellevue for the purposes of carrying out this Contract, which inventory list of Bellevue evidence shall remain in the possession and control of Hailey. The transfer of the chain of custody of evidence shall be under the direction of the Hailey in accordance with law. Hailey shall control and dispose of all evidence acquired under the terms of this Contract in accordance with law.

8. Bellevue Responsibilities.

A. Municipal Police Authority: Bellevue hereby confers municipal police authority on Hailey and the Hailey Police Department and its officers to enforce city and state laws within the city limits of Bellevue for the purpose of carrying out this Contract.

B. Special Supplies: Except as otherwise expressly provided for herein, Bellevue will supply at its own cost and expense any special supplies, stationery, notices, forms, and the like where such must be issued in the name of Bellevue.

C. Bellevue Building and Grounds: Bellevue will pay all of the utilities and casualty insurance on building housing the Bellevue Marshal's Office, and maintain the structural components of the building in a good state of condition and repair.

D. Bellevue Vehicles. Bellevue shall provide Hailey the use of its two (2) police vehicles to provide the law enforcement services described in this Contract. Bellevue shall be responsible for the costs of maintenance and operation (e.g., fuel) of the Bellevue police vehicles if the cost of such maintenance and operation exceeds \$12,000 per year.

9. Termination Process. Each party may initiate a process to terminate this Contract as follows:

A. Notice of Termination: In the event either Party hereto desires to terminate this Contract prior to the expiration date, such Party may do so by giving 120 days advance written notice to the other Party.

B. Transition Plan: Within 30 days of the receipt of such written termination notice, the Parties shall commence work on and complete a mutually agreed-upon transition plan

providing for an orderly transition of responsibilities from Hailey to Bellevue. The planning method should proceed along the lines of a project management approach to facilitate the joint planning process by Bellevue and Hailey. The overarching goal of the transition plan will be to ensure there is no disruption in service to the community. Each party shall bear its respective costs in developing the transition plan.

10. Indemnification.

A. Bellevue To Hold Hailey Harmless: Bellevue, its officers, agents, and employees, shall not be deemed to have assumed any liability for the acts of Hailey or any officers, agents or employees thereof, and Bellevue hereby covenants and agrees to hold and save Hailey and all of its officers, agents, and employees harmless from all claims whatsoever that might arise against Hailey, its officers, agents, or employees, by reasons of any acts or failures to act on the part of Bellevue, its officers, agents or employees.

B. Hailey to Hold Bellevue Harmless: Hailey hereby covenants to hold and save Bellevue and all its officers, agents, and employees, harmless from all claims whatsoever that might arise against Bellevue, its officers, agents, or employees by reason of any acts or failures to act on the part of Hailey, its officers, agents, or employees in the performance of the duties required by the terms of this Agreement. As described in Paragraph 6 of this Contract, the Bellevue Marshal and his staff are considered employees of Hailey and the Hailey Police Department for purposes of this Contract.

C. Liability Related to City Ordinances, Policies, Rules and Regulations: In executing this Contract, Hailey and the Hailey Police Department do not assume liability or responsibility for or in any way release Bellevue from any liability or responsibility which arises in whole or in part from the existence or effect of Bellevue ordinances, policies, rules or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such Bellevue ordinance, policy, rule or regulation is at issue, Bellevue shall defend the same at its sole expense and, if judgment is entered or damages are awarded against Bellevue, Hailey, the Hailey Police Department, or any combination of these entities, Bellevue shall satisfy the same, including all chargeable costs and reasonable attorney's fees.

11. Audits and Inspections. The records and documents with respect to all matters covered by this Contract shall be subject to inspection, review or audit by Hailey or Bellevue during the term of this Contract and three (3) years after expiration or termination, as the case may be, unless such records are exempt from disclosure under the Idaho Public Records Laws, or other applicable law.

12. Contract Administration.

A. Contract Administrators: The Bellevue Mayor or his/her designee and the Bellevue Marshal shall serve as contract administrators to review contract performance and resolve operational problems or issues hereunder or with regard to law enforcement within Bellevue.

B. Referral of Unresolved Problems: The Bellevue Mayor shall refer any police service operational problem, which cannot be resolved with the Bellevue Marshal to the Hailey Chief of Police. The Chief of Police and Bellevue Mayor shall meet as necessary to resolve such issues.

13. General Provisions.

A. Police Powers. Nothing contained herein is intended to limit the police powers or other powers of Hailey or Bellevue. This Contract shall not be construed to modify or waive any law, ordinance, rule, or regulations of Bellevue or Hailey, or any subsequent amendment thereof.

B. Amendment. This Contract may be revised, amended, or canceled in whole or in part, only by means of a written instrument executed by the Parties hereto.

C. Assignment. Neither this Contract nor any portion thereof may be assigned by any party hereto without the prior written consent of the other Party.

D. Default. In the event either Party, its successor and assign, fail to faithfully comply with all the terms and conditions included in this Contract, it shall be in breach of this Contract. In addition to all other remedies at law or in equity, this Contract shall be enforceable by specific performance by either party hereto. All remedies shall be cumulative.

E. Notices: Any and all notices, demands, requests, and other communications required to be given hereunder by either of the Parties hereto shall be in writing and be deemed properly served or delivered, if delivered by hand to the party to whose attention it is directed, or when sent, three (3) days after deposit in the U.S. mail, postage prepaid, or upon the sending of a facsimile, followed by a copy sent by U.S. mail as provided herein, addressed as follows:

To Bellevue:      City of Bellevue, Idaho  
                          c/o City Clerk  
                          P.O. Box 825  
                          Bellevue, ID 83313

To Hailey:         City of Hailey  
                          115 Main Street So.  
                          Hailey, Idaho 83333

or at such other address, or facsimile number, or to such other party which any party entitled to receive notice hereunder designates to the other in writing as provided above.

F. Attorney Fees: In the event either party hereto is required to retain counsel to enforce a provision of this Contract, or to recover damages resulting from a breach hereof, the prevailing party shall be entitled to recover from the other party all reasonable costs and attorney's fees incurred, including without limitation on appeal.

G. Entire Agreement/Waiver of Default: The Parties agree that this Contract is the complete expression of the terms hereto and any oral or written representations or understandings not incorporated herein are excluded. The Parties recognize that time is of the essence in the performance of the provisions of this Contract. Waiver or breach of any provision of the Contract shall not be deemed to be waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Contract.

H. Partial Invalidity: In the event any portion of this Contract shall be determined by any court of competent jurisdiction to be invalid, void, or otherwise unenforceable, the remaining provisions of this Contract, or parts hereof, shall remain in full

force and effect.

I. Captions: The captions of this Contract are inserted only for the purpose of convenience and in no way define, limit or prescribe the scope or intent of this Contract or any part hereof.

J. No Presumptions: No presumption shall exist in favor or against any party to this Contract as a result of the drafting and/or preparation of this Contract.

K. Recitals Incorporated: The recitals set forth in this Contract are hereby incorporated herein by reference.

L. No Third Party Beneficiaries. This Contract is not intended, nor shall it be deemed or construed, to create or confer any rights upon third parties.

IN WITNESS WHEREOF, the parties have executed this Contract for Services effective on the date and year set forth herein.

CITY OF BELLEVUE, IDAHO

By: \_\_\_\_\_  
Chris Koch, Mayor

ATTEST:

\_\_\_\_\_  
Dee Barton, City Clerk

CITY OF HAILEY

By \_\_\_\_\_  
Fritz X. Haemmerle, Mayor

ATTEST:

\_\_\_\_\_  
Mary Cone, City Clerk

**AGENDA ITEM SUMMARY**

DATE: 9/16/13 DEPARTMENT: PW - Water DEPT. HEAD SIGNATURE: 

**SUBJECT:** Motion to approve Resolution 2013-65, authorizing a contract with SPF Water Engineering for a Water Master Plan at a not-to-exceed cost of \$140,000

**AUTHORITY:**  ID Code \_\_\_\_\_  IAR \_\_\_\_\_  City Ordinance/Code \_\_\_\_\_  
(IF APPLICABLE)

**BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:**

The last Water Master Plan was completed in 2002. Since that time we have completed the installation of meters, constructed a second water tank, upgraded two major distribution lines and added a SCADA system for water system operation. DEQ recommends a new plan every 5 years and requires an updated master plan in order to approve any major capital projects. In addition to DEQ's criteria for a Master Plan SPF Water Engineering will be addressing future water supply strategies in response to conjunctive administration. In order to meet the Water Department budget the master plan has been split into two phases. The first completes the plan up to a draft report. This phase is expected to take 5-6 months to complete. The second phase, finalization of the plan, will be completed in the next budget year, October, 2014.

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

**ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS:** (IF APPLICABLE)

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

**RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:**

Motion to approve Resolution 2013-<sup>65</sup>, authorizing a contract with SPF Water Engineering for a Water Master Plan at a not-to-exceed cost of \$163,000

**ADMINISTRATIVE COMMENTS/APPROVAL:**

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

**ACTION OF THE CITY COUNCIL:**

Date \_\_\_\_\_

City Clerk \_\_\_\_\_

**FOLLOW-UP:**

**CITY OF HAILEY  
RESOLUTION NO. 2013-65**

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY  
AUTHORIZING THE EXECUTION OF CONTRACT FOR SERVICES WITH SPF  
WATER ENGINEERING, FOR ENGINEERING SERVICES FOR COMPLETION OF A  
WATER MASTER PLAN**

WHEREAS, the City of Hailey desires to enter into an agreement with SPF Water Engineering under which SPF Water Engineering will perform and be responsible for completion of a Water Master Plan for the City of Hailey.

WHEREAS, the City of Hailey and SPF Water Engineering have agreed to the terms and conditions of the Scope of Work and Task Order, a copy of which is attached hereto.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HAILEY, IDAHO,** that the City of Hailey approves the Scope Of Work And Task Order between the City of Hailey and SPF Water Engineering and that the Mayor is authorized to execute the attached Agreement,

Passed this 16th day of September, 2013.

City of Hailey

\_\_\_\_\_  
Fritz X. Haemmerle, Mayor

ATTEST:

\_\_\_\_\_  
Mary Cone, City Clerk



September 3, 2013

Tom Hellen, P.E.  
Public Works Director/City Engineer  
City of Hailey  
115 Main Street South, Suite H  
Hailey, ID 83333

Subject: Scope of Work for Water System Master Plan

Dear Tom:

Thank you for requesting a proposed scope of work for developing a new water system master plan for the City of Hailey. We are pleased to provide the following scope and budget, and look forward to working with the City on another successful project. We have revised this scope and budget to reflect the \$140,000 budgeted for FY2014 for this project. After discussions with City staff, it was determined that the water conservation program chapter of the master plan could be removed from this scope of work, and that final completion of the Master Plan will be pushed to Fall of 2014, which will allow the City to budget for the project over two fiscal years. It is anticipated that completion of the final Master Plan document will be approximately \$20,000, which will be approved in the future under a separate scope of work.

#### **BACKGROUND**

SPF is familiar with the City's water system and water rights through our previously completed work for Hailey. The master plan will build on the information developed in these previous studies, including the *Source of Supply Investigation* (October 2008), *Quigley Tank Fill Analysis* (December 2008), multiple water right projects, and the ongoing development of a conjunctive administration strategy. Through this previous work, our recent visits to Hailey, and discussions with staff, City Council, and the Mayor, we understand the following:

- Hailey would like to prepare a new Water Master Plan. The previous plan was prepared in 2002. Many water system upgrades have been completed in the intervening years.
- Key issues of concern to the City include:
  - Future conjunctive administration of water rights and how this might affect the City's water supply.
  - Future water supply strategies in response to conjunctive administration. The City would like the following specific questions addressed in the Master Plan document:

- How can Hailey use their early priority water rights to irrigate the entire City? (Early priority water rights are delivered in the Hiawatha Canal, 2.86 cfs, and from Indian Creek Spring, 3.38 cfs)
- When conjunctive management comes along and “the water gets shut off”, what do we do?
  - Water conservation.
  - Apparent decline in production from Indian Creek Spring and recommendations to maintain and enhance this important source of supply. (Note that this issue is being investigated in detail under a separate scope of work, summary items will be included in the Master Plan document).
  - Pressure challenges in identified areas of the water system (both high and low pressures).
  - Storage within the system – efficient use of the current storage tanks. How does operation of wells to maintain pressure fit into system operations?
  - Planning for future water supply, and required improvements to accommodate growth.
- A 20-year planning horizon will be used in the Master Plan to comply with IDEQ requirements.

## **SCOPE OF WORK**

We anticipate that SPF's work will include the following tasks:

### **Task 1 – Project Management**

#### **Services**

- Attend a project kickoff meeting with Idaho Department of Environmental Quality (“IDEQ”) and the City to determine IDEQ expectations and share the City's planning approach. Develop an acceptable approach for developing the Water Master Plan, and determine if there are any special concerns or issues IDEQ believes need to be addressed (the IDEQ meeting may take place in Twin Falls, to be determined with IDEQ).
- SPF and City staff will meet to initiate the project. The objectives of the meeting will include reviewing the scope, budget, and schedule. Special concerns of all parties will be addressed to make sure they are included in the master plan analysis. A communication plan will be developed.

#### **City Responsibilities**

- Schedule project initiation meeting in Hailey/Twin Falls
- Provide the requested information

- Review monthly reports and additional requests for information

### **Assumptions**

- Overall project duration is anticipated to be six months from the time of the kick-off meeting.
- SPF project manager, water rights specialist, and project engineer will attend IDEQ and City project initiation meetings.

### **Deliverables**

- Initiation meetings - agendas, notes, and action items
- Monthly invoices (project duration)

## **Task 2 – Data Collection**

### **Services**

- Prepare a summary of data and Water Master Plan reference materials needed from the City.
- Meet with City staff to tour water system facilities and review system condition and operational issues and concerns (included as part of kickoff meeting).
- Prepare a memorandum briefly summarizing existing conditions and operational issues.

### **City Responsibilities**

- Provide copies of requested water system data and reference materials.
- Host a water system facilities tour for the Project team.

### **Assumptions**

- The data collection meeting and facilities tour site visit will be coordinated with the Project initiation meetings described in Task 1.
- City will provide the available requested water system data and reference materials within two weeks of notice to proceed.

### **Deliverables**

- Data and reference materials request summary.
- Existing system conditions and operational issues memorandum.

## **Task 3 – Water System Description (Water Master Plan Chapter 1)**

### **Services**

- Work with appropriate City staff to create a Water System Description, including up to three (3) supporting exhibits in AutoCAD. The following water system components will be described:
  - Ownership and Management
  - Overview – Pressure Zones
  - Source and Quality of Supply (including data on water quality)
  - Production Capacity
  - Historic Production and Consumption
  - Transmission System
  - Storage Facilities
  - Distribution System
  - Facilities map schematic
  - Service Area

### **City Responsibilities**

- Work with the project team to create a water system description.
- Review and comment on draft documents provided by SPF.

### **Assumptions**

- Up to three (3) exhibits in AutoCAD will be prepared to support Water Master Plan chapter text.
- City will review the draft Water Master Plan System Description chapter and work with SPF to provide necessary information for revising the draft Water Master Plan chapter.

### **Deliverables**

- Word document electronic file of draft Water Master Plan Chapter 1 for City review and comment.
- Word document electronic file of the final draft Water Master Plan Chapter 1.

## **Task 4 – Service Area Policies, Plans, and Agreements (Water Master Plan Chapter 2)**

### **Services**

- Create up to three (3) maps for this task showing the following:
  - Current Hailey City Limits
  - City of Hailey service area for the current (2013), five year (2018), and twenty year (2033) time frames;
  - Projected City growth areas for the five year and twenty year periods per the City's Land Use Plan;
  - Current and projected zoning or land use within City service area.
- Summarize City's water service ordinances.
- Describe water available for reclaimed or irrigation water separate from Hailey's potable water system (Hiawatha Canal, Cemetery water rights, etc.) and the potential impacts on potable water supply resulting from the use of this water.
- Summarize consistency with City's land use plan, and note differences.

### **City Responsibilities**

- Provide requested information and data.
- Review the draft Water Master Plan chapter, including maps, and provide written comments.
- Provide available twenty year planning horizon population data and spatial distribution based on the Land Use Plan as the baseline for growth projections.

### **Assumptions**

- These task activities will be completed in conjunction with Task 5.

### **Deliverables**

- Word document electronic file of draft Water Master Plan Chapter 2 for City review and comment.
- Word document electronic file of the final Water Master Plan Chapter 2.

## **Task 5 – Supply Requirements (Water Master Plan Chapter 3)**

### **Services**

- Demographic Projections: Develop demographic projections for City's service area for two time periods: five year and twenty year. These projections will be

based on demographic data from the City, the County Planning Department, and/or the U.S. Census, depending on data availability. Coordination with the City's planning information will be important. The ideal demographic data are projections of single family households, multifamily households, and employment through the twenty year time period. If such data are not available, alternative methods of developing demographic projections include: 1) using population data rather than households, 2) using utility connections data rather than households, 3) analyzing historical data to determine historical growth rates and extrapolate growth rates forward as appropriate given input from City staff, and 4) analyzing buildable lands inventory, zoning, and timing of development.

- Analysis: The demographic projections will be matched to City's existing and projected service area with input from the City's available land use planning information. The demographic projections/special distributions from Task 4 work will be allocated into the system, and current versus new service areas, as data allows.
- Supply Characteristics: Summarize historical supply characteristics such as the number of connections by customer, production, use, water balance showing non-revenue water and leaks, peaking factor, and water use factors.
- Technical Memo: Prepare a Technical Memorandum for City review with summary tables and graphs of the demographic projections and historical supply characteristics. Edits and adjustments of this information shall occur before the data are used to develop the demand forecasts.
- Demand Forecasts: Generate demand forecasts using the demographic projections and water use factors for the five year and twenty year time periods. SPF will work with City staff to identify large potable users and determine the feasibility of converting their source of supply to reclaimed or separate irrigation water based on their location and purpose of water use.
- Chapter: Prepare the associated chapter for inclusion in the Water Master Plan.

### **City Responsibilities**

- Provide data per the data and reference material request associated with Task 2.
- Review the draft Technical Memorandum summarizing demographic projections and historical supply characteristics and provide written comments.
- Review the draft Water Master Plan chapter and provide written comments.

### **Assumptions**

- These task activities will be completed in conjunction with Task 4.

**Deliverables**

- Word document electronic files of draft and final Technical Memorandum summarizing demographic projections and historical supply characteristics.
- Word document electronic files of draft and final Water Master Plan chapter.

**Task 6 – Conservation Program**

This section will not be used. It can be added to SPF's scope and budget in the future if desired.

**Task 7 – Water Rights and Supply Options (Water Master Plan Chapter 4)****Objective**

- Perform a water rights and alternate supply options analysis including inventory, comparison with future needs, and assessment of alternate water supply options to meet IDWR, IDEQ and City planning requirements.
- Address conjunctive administration issues and how this affects current and future water rights and supply. The City's specific questions ( 1) how can Hailey use their early priority water rights to irrigate the entire City?, and 2) When conjunctive management comes along and the water get shut off, what do we do?) will be addressed in this Chapter of the planning document and in the system analysis chapter.

**Services**

- Summarize the existing water right inventory and identify the status of City's water rights. Water right information that has previously been compiled for the City by SPF will be reviewed and updated.
- Prepare future supply water rights analysis to determine the adequacy of City's existing water rights to meet the five and twenty year demand forecast developed under Task 5. Service area considerations related to purpose and place of use and service limitations (if any) will be evaluated. The depth of this analysis will be sufficient to define the City's ability to serve the existing and future service areas, and identify any need for additional water rights.
- Conjunctive administration issues as they affect future supply and facility design parameters will be addressed.

**City Responsibilities**

- Review and comment on Water Master Plan Draft Chapter 4 and Technical Memorandum.

### Assumptions

- We anticipate that the facilities planning and water rights effort presented in the Master Plan will be consistent with the conjunctive administration strategy that SPF has been involved in developing for Hailey. There are still unknowns associated with how conjunctive administration will be implemented, and work on these fronts will continue outside of the master planning effort. We understand that the hydrologic model for the Big Wood River will not be complete until 2015 (after this master plan is complete), and therefore we anticipate ongoing work to address conjunctive administration issues will be required beyond this master planning scope of services.

### Deliverables

- Word document electronic files of draft and final memoranda for water rights and conjunctive administration strategies. These memoranda will be formatted to be directly compiled into Water Master Plan Chapter 4.
- Any confidential information, as determined between City Staff and the SPF team, will be extracted from the Master Plan chapter and formatted into a confidential memorandum addressed to the City's Public Works Director or the City's legal advisors, as needed.

## Task 8 - System Analysis (Water Master Plan Chapter 5)

### Objective

- To produce a calibrated, PC-based, hydraulic model of the City's water distribution system that can be used for planning, fire flow analysis, and definition of needed capital improvement projects, under steady-state conditions.

### Services

#### Hydraulic Modeling

##### Model Selection

- WaterCAD will be used for the model analysis.

##### Model Development

- Review the status of the existing hydraulic model. The City has previously provided this model to SPF in EPANet. The WaterCAD model can be converted to EPANet for use by City staff.
- Update the model to reflect current conditions using the existing hydraulic model data, base maps, electronic data (AutoCAD or other available), field data, and operator knowledge of the system.

- Verify and update important facilities (tanks, pumps, control valves, wells, and pipelines) to reflect system operation.
- Populate node elevation as needed using existing contour information (assuming nodes are at ground level) or from as-built information.
- Run and refine the operation of the model so that it will work in steady-state mode.
- Obtain existing pipe material and age information from City and incorporate data into model, if readily available.
- Review and update controls for major components with City staff. Incorporate controls for tanks, control valves and wells into the model as available for typical peak and non-peak conditions.

#### Demand Development and Allocation

- Review available meter/billing information under the demand forecast task (Task 5).
- Evaluate historical billing data and assign the appropriate demand value (or water use factor) to demand nodes in the model during the demand allocation process.
- Select model nodes that will be used as demand nodes within the model (excluding nodes on transmission lines, nodes near facilities, etc.). Using the land use/zoning information, assign a land use type to each demand node.
- Allocate water use factors to each demand node in the model.
- Adjust total demand according to demand forecasts developed as part of a separate task.
- Allocate future demands by planning area boundaries and/or land use.

#### Model Calibration

- Select sites for fire flow tests.
- Utilizing City provided field data calibrate in accordance with Computer Modeling of Water Distribution Systems (Manual of Water Supply Practices M32) published by the AWWA, second edition, for steady state analyses.
- Provide short summary of calibration testing procedures and results. Include a table that summarizes the field data and model results.

#### **System Analysis**

- Utilize data acquired in previous tasks, system understanding and calculations, and newly developed and calibrated model to determine system modifications/additions to provide minimum required pressure and flow for

projected growth and system demand. Findings shall be the basis of recommended Capital Improvement Plan (CIP) for the Water System Master Plan.

#### Modeling Scenarios

- The following steady state simulations will be run in the order as listed:

Description	Facilities	Demand	Purpose
Existing Fire Flow	Existing	2013 Maximum Day plus Fire Flow	Evaluate existing fire flow conditions and identify deficiencies
Existing CIP Fire Flow	2013 CIP	2013 Maximum Day plus Fire Flow	Develop CIP for existing fire flow conditions
2033 Fire Flow	2013 CIP	2033 Maximum Day plus Fire Flow	Evaluate 2033 fire flow conditions w/ 2013 CIP improvements and identify deficiencies
2033 CIP Fire Flow	2033 CIP	2033 Maximum Day plus Fire Flow	Determine CIP for 2033 fire flow conditions
2018 CIP Fire Flow	2018 CIP	2018 Maximum Day plus Fire Flow	Identify portions of 2033 CIP needed to meet 2018 fire flow conditions

- Develop map that shows the locations of the CIP items included in the final list for inclusion in the Water System Plan.

#### **Source Capacity Analysis**

- The following task includes an Excel spreadsheet analysis:
  - Evaluate the existing source capacity (wells and spring) and compare it to the projected demands for the five and twenty year planning horizons.
  - Provide analysis for each pressure zone in the distribution system.
  - Identify potential solutions to deficiencies in source.
  - Develop listing of recommended source improvements for the Capital Improvements Plan update.

- Capital Improvements Plan update shall identify locations and types of piping additions and upgrades needed for improved use of existing sources and those necessary to serve new sources.

### **Storage Capacity Analysis**

- The following task includes an Excel spreadsheet analysis:
  - Evaluate the existing storage capacity and compare it to the required storage based on projected demands using the following criteria, or those criteria that may be required by DEQ:
    - Operational Storage
    - Equalization Storage
    - Fire Flow Storage
    - Standby Storage (in conjunction with standby power capacity or gravity flow sources)
    - Dead Storage
  - Assess by pressure zone the storage capacity and ability to provide fire flow volumes and rates within each pressure zone. Identify where additional storage is required to meet current and projected demands for the five and twenty year planning horizon.
  - Provide analysis for each pressure zone in the distribution system.
  - Identify potential solutions to deficiencies in storage.
  - Develop listing of recommended storage improvement for the Capital Improvements Plan update.
  - Utilize hydraulic model to assess current storage operations, determine location and size of additional piping needed to improve operations, and determine piping necessary to service new storage facilities.

### **Distribution System Capacity Analysis**

- Examine existing water distribution system to determine capacity to deliver water under normal (maximum day) and fire flow scenarios. Identify system deficiencies and improvements necessary to resolve them. Specifically assess ability of system to deliver flow from supply facilities to storage facilities and high demand areas.
- Evaluate methods to fully utilize existing storage capacity.
- Identify pressure ranges for peak and normal flow conditions. Assess areas of high and low pressure.

- Review ability of storage and distribution systems to meet demands during high flow periods with largest reservoir off line for emergency services.

**Model Files**

- SPF will convey the electronic hydraulic model files to the City. An EPANet version of the model will also be provided for use by City staff.

**City Responsibilities**

- Provide staff knowledgeable in the operation of the water system for discussions with SPF.
- Identify locations within the existing system where pressure, flow, or any other hydraulic problems are known to exist.
- Work with SPF to determine appropriate locations for fire flow tests.
- Provide records of recent fire flow testing and the labor and equipment to conduct new fire flow tests.
- Provide fire flow requirements for buildings in the City (Note that SPF already has much of this information from previous work).
- Review the draft Water Master Plan chapter for System Analysis and provide written comments.
- Assist in the development and review of projects for the Capital Improvement Plan.

**Assumptions**

- Model will contain necessary pipes (greater than or equal to six inches [6"] in diameter), pumps, reservoirs, and sources.
- Detailed system description information and maps identified by City as important to system vulnerability will be pulled from the draft chapter and included in a separate confidential memorandum to the Public Works Director or the City's legal advisors.

**Deliverables**

- Calibrated, steady-state hydraulic model capable of simulating City's water distribution system.
- Recommendations for Capital Improvement Plan for the following:
  - Source adequacy
  - Storage adequacy
  - Distribution adequacy

- Capital Improvements Plan project listing (Excel table) and map(s), as determined from hydraulic analyses that contains all improvements recommended for the twenty year planning horizon.
- Model outputs for use in developing capital improvement plan (tables and maps).
- Word document electronic file of draft and final Water Master Plan Chapter 5 for City review and comment.
- Limited release technical memorandum of vulnerable system details based upon items flagged by City (if needed).

## **Task 9 – Capital Improvement Plan (Water Master Plan Chapter 6)**

### **Services**

- Work with City during a workshop to discuss and develop project evaluation, screening and prioritization criteria to be used in selecting and prioritizing projects. The contents of the CIP table and project sheets will also be reviewed and refined at this workshop.
- Describe the CIP prioritization process, project justification and description.
- Work with City staff to organize and summarize system pipe age and line break information to help evaluate remaining pipe life throughout the system (if information is available).
- As other project information is made available by City, water CIP projects will be scheduled to coordinate with other City utility and street improvement projects in the same areas to minimize overall infrastructure improvement costs.
- Provide justification for proposed capital and non-capital improvement projects.
- Outline and summarize the schedule of capital improvement projects in a summary table by year for the first five years and in five year increments for the next fifteen years. Develop a system exhibit that identifies projects and timeframe for implementation.
- Describe long-term strategies for the long-term system vision for supply, storage, pumping facilities and distribution system. It is expected that details of these strategies will be refined in subsequent Water Master Plan updates.

### **City Responsibilities**

- Work with SPF team to evaluate alternatives and select CIP projects.
- Help to select project prioritization criteria.
- Provide recent City and regional water project bid tabulations to be used in developing the opinions of probable project costs, as available.

- Review and comment on draft Water Master Plan Chapter 6.

### **Assumptions**

- City will provide available similar project cost information to help set up cost opinion models.

### **Deliverables**

- Draft and final CIP Microsoft Excel spreadsheets, opinions of probable project costs, and map.
- Word Document electronic files of draft and final Water Master Plan Chapter 6.
- Map of City distribution system showing locations of projects identified in the CIP table.

### **Task 10 – Financial Assessment** (Not Used, can be included in scope and budget if desired by the City )

- We will complete a brief look at the City's current water rates. It is anticipated that this information will not be included in the master planning document, but that a separate rate study may be undertaken by the City after the Master Plan is complete.

### **Task 11 – Environmental Review** (Not Used, can be included in scope and budget if desired by the City)

- The Environmental Review is needed only if the City will apply for State Revolving Fund (SRF) loans or grants to fund planned water system improvements. The Environmental Review is valid for a period of five years after its completion.

### **Task 12 – Preliminary Draft Water Master Plan**

#### **Services**

- Assemble Preliminary Draft Plan for City Review.
  - Assemble the draft chapters and supporting memoranda into the draft Water Master Plan and appendices document. The document will be assembled into a loose-leaf, three ring binder with dividers.

#### **Deliverables**

- Draft Master Plan Document, three hard copies

**Task 13 - Final Water Master Plan Assembly** (Task 13 is not included in the current scope of work, it will be deferred to FY 2015 and completed under a separate scope of work. Anticipated cost for Task 13 is approximately \$20,000)

### Services

- Incorporate City comments from draft Master Plan and Assemble Final Draft Plan for Submittal to appropriate agencies and Public Participation process.
  - Provide data on computer analysis of the distribution system if requested by IDEQ.
  - Provide the following deliverables to the City:
    - Five final draft sets of the document for City and IDEQ agency review including plan and appendices.
- Public Participation Process
  - Prepare for and attend one public open house and Council workshop (held on the same day) to present the draft plan, address comments and questions, and document public input.
  - Summarize public input and make recommendations to City on potential modifications to the draft plan.
- Respond to City and Public Comments and Assemble Final Plan for City Approval.
  - Prepare an Executive Summary of the plan to be included at the front of the plan document (3 – 5 pages).
  - Assemble the final chapters and supporting memoranda into the final Water Master Plan and appendices document. The document will be assembled into a loose-leaf, three ring binder with dividers.
  - Detailed system description information or maps judged to be important to system vulnerability will be summarized in a separate confidential memorandum to be provided only to personnel authorized by the Public Works Director/City Engineer, or City's Legal Advisor.
  - Presentation to City Council for Plan Adoption.
  - Submit Hailey's 2013 Water System Master Plan to IDEQ for review and approval.

### Deliverables

- Copy ready original paper copy of document.
- Ten (10) bound sets of the document with each set bound in one (1) three ring binder.

- o Ten (10) compact disc PDF file copies of the water plan and appendices.
- o Three (3) compact disc Word/Excel files copies of the water plan and appendices.

**SCOPE OF WORK - NOT INCLUDED IN PROPOSAL**

- Environmental assessment or environmental permitting.
- Surveying or other field work.
- Operations and maintenance program planning and documentation.
- Irrigation system master planning.

The services listed above can be provided under a separate authorization, if requested. However, we anticipate that they are not necessary for this project, or will be provided under separate contracts.

**Estimated Costs**

SPF proposes to perform the work on Tasks 1 – 12 on a time and materials basis with a not to exceed budget of \$140,000. A current hourly rate schedule is provided as Table 1. Direct costs (travel, photocopy, postage, etc.) are billed at actual cost plus 15%. Hourly rates are adjusted on an annual basis to reflect salary increases.

**Agreement**

If this proposal meets with your approval, it may serve as the basis for agreement, in conjunction with the attached schedule of fees and conditions, by affixing a signature in the space provided below. This signature will be considered as a notice to proceed with Tasks 1 – 12 with an upper budget limit of \$140,000.

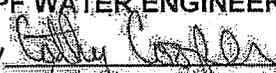
Please return one signed original to my office. We look forward to working with you on this project.

Respectfully submitted,

Accepted By:

**SPF WATER ENGINEERING, LLC**

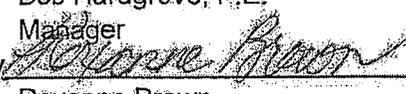
**City of Hailey**

By   
Cathy Cooper, R.E.  
Manager

By \_\_\_\_\_

By   
Bob Hardgrove, P.E.  
Manager

Title \_\_\_\_\_

By   
Roxanne Brown  
Water Rights Specialist

Date \_\_\_\_\_

TABLE 1 - SPF WATER ENGINEERING, LLC SCHEDULE OF HOURLY BILLING RATES		
Personnel	Title	2013 Billing Rate
Terry Scanlan, P.E., P.G.	Principal Engineer/Hydrogeologist	\$150
Christian Petrich, Ph.D., P.E., P.G.	Principal Engineer/Hydrologist	\$145
Cathy Cooper, P.E.	Principal Engineer	\$138
Bob Hardgrove, P.E.	Principal Engineer	\$138
David Keil, P.E.	Principal Engineer	\$138
Cyndy Bratz, P.E.	Principal Engineer	\$138
Scott King, P.E.	Supervising Engineer	\$135
Eric Landsberg, P.E.	Project Manager	\$135
Brian Wilkinson, P.E.	Project Manager	\$125
Kent Gingrich, P.E.	Senior Project Engineer	\$116
Jason Thompson, P.E.	Senior Project Engineer	\$108
Roxanne Brown	Senior Water Right Specialist	\$100
Jesse Herndon, P.E.	Project Engineer	\$98
Marci Pape, P.E.	Project Engineer	\$88
Lori Graves	Water Right Specialist	\$88
Steve Bennett	Designer I	\$85
Erik Boe, EIT	Associate Engineer	\$77
Julie Romano	Bookkeeping	\$65
Crystal Jensen	Business Development Coordinator	\$65
Shyla Quade	Administrative	\$60

Note: Hourly billing rates will be adjusted on January 1<sup>st</sup> each year.

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

**FEES AND PAYMENT**

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

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

**C. MISCELLANEOUS PROVISIONS**

**1. INSURANCE/INDEMNIFICATION/LIMITATION OF LIABILITY**

- (a) SPF will maintain statutory limits of insurance coverage for Workers' Compensation and Employer's Liability Insurance as well as Professional Liability, General Liability and Automobile Liability Insurance and will name Owner as an additional insured on the Professional Liability, General Liability and Automobile Liability Insurance policies if specifically requested in writing.
- (b) SPF asserts that it is skilled in the professional calling necessary to the services and duties proposed to be performed, and that it shall perform such services and duties in conformance to and consistent with the standards generally recognized as being employed by professionals of SPF's caliber in the same locality, and to that end SPF agrees to indemnify and hold harmless Owner, its officers, and employees from and against claims, suits, loss, damages, costs, and expenses arising out of or resulting from the negligent acts, errors, or omissions of SPF, its officers, employees or agents in the performance of its services and duties hereunder, but not from the negligence or willful misconduct of Owner, its officers, and employees. However in no event shall SPF be liable for any special, indirect, or consequential damages as a result of its performance of the services hereunder. The total aggregate of SPF's liability to all parties related to this Agreement shall not exceed \$50,000, or the amount of SPF's fee, whichever is less.

- (c) Owner hereby understands and agrees that SPF has not created nor contributed to the creation or existence of any or all types of hazardous or toxic wastes, materials, chemical compounds, or substances, or any other type of environmental hazard or pollution, whether latent or patent, at Owner's premises, or in connection with or related to this project with respect to which SPF has been retained to provide professional engineering services. The compensation to be paid SPF for said professional engineering services is in no way commensurate with, and has not been calculated with reference to, the potential risk of injury or loss which may be caused by the exposure of persons or property to such substances or conditions. Therefore, to the fullest extent permitted by law, Owner agrees to defend, indemnify, and hold SPF, its officers, directors, employees, and consultants, harmless from and against any and all claims, damages, and expenses, whether direct, indirect, or consequential, including but not limited to, attorney's fees and court costs, arising out of, or resulting from the discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acid, alkalies, toxic chemicals, liquids, gases, or any other materials, irritants, contaminants, or pollutants in or into the atmosphere, or on, onto, upon, in, or into the surface or subsurface of soil, water, or watercourses, objects, or any tangible or intangible matter, whether sudden or not.
- (d) Nothing contained within this Agreement shall be construed or interpreted as requiring SPF to assume the status of a generator, storer, transporter, treater, or disposal facility as those terms appear within the Resource Conservation and Recovery Act, 42 USCA, §6901 et seq., as amended, or within any state statute governing the generation, treatment, storage, and disposal of waste. Further, the contents of this Agreement shall not be construed or interpreted as requiring SPF to arrange for the transportation, treatment, or disposal of hazardous substances, as described in the Comprehensive Environmental Response, Compensation, and Liability Act, 42 USCA §9601, et seq., as amended.
- (e) Notwithstanding any provisions in this Agreement to the contrary, if this project involves construction, as that term is generally understood, and SPF does not provide engineering services during construction, including but not limited to, on-site monitoring, site visits, shop drawing review, and design clarifications, Owner agrees to defend, indemnify, and hold SPF, its consultants, agents, and employees harmless from any and all liability arising out of the construction.
- (f) SPF shall not be liable for damages arising out of or resulting from the actions or inaction of governmental agencies, including but not limited to, permit processing, environmental impact reports, dedications, general plans and amendments thereto, zoning matters, annexations or consolidations, use or conditional use permits, and building permits. Owner agrees to defend, indemnify, and hold SPF, its consultants, agents, and employees harmless from any and all liability, other than that caused by the negligent acts, errors, or omissions of SPF, arising out of or resulting from the same.
- (g) Notwithstanding other terms of this Agreement to the contrary, SPF makes no warranty, whether express or implied, as to the actual capacity or drawdown of any proposed water well(s), or the quality or temperature of ground water, if any, which may be produced by any water well(s) to be drilled and developed pursuant to this Agreement. Owner understands and agrees that SPF's responsibility under this Agreement is to apply its hydrogeology expertise, and to exercise the usual standard of care in the engineering profession to develop what ground water may reasonably exist, and may be economically feasible to use, beneath the proposed site(s).

## 2. DOCUMENTS

- (a) All tracings, survey notes, and other original documents, as instruments of service, are and shall remain the property of SPF, except where by law or precedent these documents become public property. Owner agrees to hold harmless, indemnify, and defend SPF, its consultants, agents, and employees against all damages, claims, expenses, and losses arising out of any reuse of the plans and specifications without the written authorization of SPF.

- (b) All computer programs, software, and other like data developed during the course of the project, unless specifically developed for Owner, are and shall remain the sole property of SPF.
  - (c) SPF's liability to Owner for any computer programs, software products, or related data furnished hereunder is limited solely to the correction of residual errors, minor maintenance, or update(s) as agreed. SPF makes no warranties of any kind, including any implied warranty of merchantability or of fitness for any particular purpose, or against infringement, with respect to computer programs, software products, related data, technical information, or technical assistance provided by SPF under this Agreement. In no event shall SPF, its officers, agents, or employees be liable under or in connection with this Agreement under any theory of tort, contract, strict liability, negligence, or other legal or equitable theory for incidental or consequential damages relating to any computer programs, software products, or related data furnished hereunder.
  - (d) Environmental Audit/Site Assessment report(s) are prepared for Owner's sole use. Owner agrees to defend, indemnify, and hold SPF, its consultants, agents, and employees harmless against all damages, claims, expenses, and losses arising out of or resulting from any reuse of the Environmental Audit/Site Assessment report(s) without the written authorization of SPF.
3. **TERMINATION OR ABANDONMENT.** If any portion of the work is terminated or abandoned by Owner, the provisions of this Schedule of Fees and Conditions in regard to compensation and payment shall apply insofar as possible to that portion of the work not terminated or abandoned. If said termination occurs prior to completion of any phase of the project, the fee for services performed during such phase shall be based on SPF's reasonable estimate of the portion of such phase completed prior to said termination, plus a reasonable amount to reimburse SPF for termination costs.
  4. **WAIVER.** SPF's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.
  5. **ENTIRE AGREEMENT.** This Agreement, and its attachments, contains the entire understanding between Owner and SPF relating to professional engineering services. Any prior or contemporaneous agreements, promises, negotiations, or representations not expressly set forth herein are of no effect. Subsequent modifications or amendments to this Agreement shall be in writing and signed by the parties to this Agreement.
  6. **SUCCESSORS AND ASSIGNS.** All of the terms, conditions, and provisions hereof shall inure to the benefit of and be binding upon the parties hereto, and their respective successors and assigns, provided, however, that no assignment of this Agreement shall be made without written consent of the parties to this Agreement.
  7. **CONSTRUCTION ESTIMATES.** Estimates of cost for the facilities considered and designed under this Agreement are prepared by SPF through exercise of its experience and judgement in applying presently available cost data, but it is recognized that SPF has no control over costs of labor and materials, or over the construction contractor's methods of determining prices, or over competitive bidding procedures, market conditions, and unknown field conditions so that SPF cannot and does not guarantee that proposals, bids, or the project construction costs will not vary from SPF's cost estimates.
  8. **INJURY TO WORKERS.** It is understood and agreed that SPF's fee is based on SPF being named as an Additional Insured on construction contractor's insurance policy for Comprehensive General Liability and Builders All Risk Liability, and Owner agrees to insert into all contracts for construction between Owner and construction contractor(s) arising out of this design a provision requiring the construction contractor(s) to defend, indemnify, and hold harmless both Owner and SPF from any and all actions arising out of the construction project, including but not limited to, injury to or death of any worker on the job site, not caused by the sole negligence of Owner or SPF.
  9. **SITE VISITS.** Visits to the construction site and observations made by SPF as part of services during construction under this Agreement shall not make SPF responsible for, nor relieve the construction contractor(s) of the obligation to conduct comprehensive monitoring of the work sufficient to ensure conformance with the intent of the

Contract Documents, and shall not make SPF responsible for, nor relieve the construction contractor(s) of the full responsibility for all construction means, methods, techniques, sequences, and procedures necessary for coordinating and completing all portions of the work under the construction contract(s), and for all safety precautions incidental thereto. Such visits by SPF are not to be construed as part of the monitoring duties of the on-site monitoring personnel defined below.

10. **ON-SITE MONITORING.** When SPF provides on-site monitoring personnel as part of services during construction under this Agreement, the on-site monitoring personnel will make reasonable efforts to guard Owner against defects and deficiencies in the work of the contractor(s), and to help determine if the provisions of the Contract Documents are being fulfilled. Their day-to-day monitoring will not, however, cause SPF to be responsible for those duties and responsibilities which belong to the construction contractor(s), including but not limited to, full responsibility for the means, methods, techniques, sequences, and progress of construction, and the safety precautions incidental thereto, and for performing the construction work in accordance with the Contract Documents.
11. **SEVERABILITY.** If any provision of this Agreement is declared invalid, illegal, or incapable of being enforced by any court of competent jurisdiction, all of the remaining provisions of this Agreement shall nevertheless continue in full force and effect, and no provision shall be deemed dependent upon any other provision unless so expressed herein.
12. **IDAHO DEPARTMENT OF ENVIRONMENTAL QUALITY APPROVAL.** SPF will submit the required documents for the proposed facilities to the Idaho Department of Environmental Quality (IDEQ) for the appropriate reviews and approvals. Under no circumstances may construction begin on the proposed facilities prior to receipt of IDEQ's written approval of the reports, plans, and specifications for the proposed facilities. As professional engineers, SPF's employees are obligated to report to IDEQ any construction that begins prior to receipt of the appropriate approvals.

City of Halley  
Water Master Plan  
Budget Estimate - September 3, 2013 (changes noted in red)

Project Management	Principal/Project Manager - Cathy Cooper	QA/QC - Modeling David Kell	QA/QC - Water Supply & Conservation Christian Petric	Water Rights Specialist Roxanne Brown	Senior Project Engineer - Eric Landsberg	Project Engineer (Model) - Jesse Herndon	GIS/CADD Staff - Lori Graves	Controller/Admin Crystal Jensen	Clerical - Shyla Quade	Printing & Publications	Travel	Total
	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Dollars	Dollars	Dollars
Kick-off meeting/system tour/IDEQ Meeting	12			12								
City and project team coordination	16											
Project schedule and guide	2				2				4			
Progress Report/Invoice Tracking	8				12			20	10			
<b>Sub-total</b>	<b>38</b>	<b>0</b>	<b>0</b>	<b>12</b>	<b>26</b>	<b>0</b>	<b>0</b>	<b>20</b>	<b>14</b>	<b>\$ -</b>	<b>\$ 165</b>	<b>\$ 4,641</b>
<b>Data Collection</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>8</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,356</b>
Prepare data request	6				20							
Coordinate with City	8				28				0			
<b>Sub-total</b>	<b>8</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>28</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 3,528</b>
<b>Water System Description (Chp. 1)</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>16</b>	<b>0</b>	<b>8</b>	<b>0</b>	<b>0</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 3,140</b>
Prepare preliminary draft Chp. 2 - system description	1				2							
Update draft per city comments	3				18				0			
<b>Sub-total</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>18</b>	<b>0</b>	<b>8</b>	<b>0</b>	<b>0</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 408</b>
<b>Service Area, Policies/Plans &amp; Agreements (Chp. 2)</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>4</b>	<b>0</b>	<b>24</b>	<b>0</b>	<b>0</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 2,928</b>
Three (3) maps	1				4							
Summarize water service ordinances	1				4							
Describe separate irrigation water available	1			1	4							
Summarize City Comp Land Use Plan and consistency, write draft section	2				12							
Update draft per city comments	8				28				0			
<b>Sub-total</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>1</b>	<b>28</b>	<b>0</b>	<b>24</b>	<b>0</b>	<b>0</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,896</b>
<b>Supply Requirements (Chp. 3)</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>12</b>	<b>0</b>	<b>6</b>	<b>0</b>	<b>0</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 2,736</b>
Demographic projections (5 and 20 year)	2				12							
Allocate to Water System Zones	4				12							
Supply characteristics	4				12							
Prepare technical memo/conference call	4				12							
Develop demand forecast	2			4	12							
Update draft per city comments	10				62				31			
<b>Conservation Program (Chp. 4)</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,644</b>
Summarize current/historical efforts and savings	0				0							
Incorporate City provided information into draft chapter	0				0							
Update draft per city comments	0				0				0			
<b>Sub-total</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 16,096</b>
<b>Water Rights and Supply Options (Chp. 5)</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>20</b>	<b>8</b>	<b>0</b>	<b>10</b>	<b>0</b>	<b>0</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 2,276</b>
Water rights inventory and analysis	2			20	8							
Future rights adequacy to demand forecast	4				4							
Develop conjunctive administration scenarios	2				4							
Develop new well/water right scenario	12				32							
Develop supply options memo	6				12							
Update draft per City review comments	28				100				8			
<b>Sub-total</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>20</b>	<b>8</b>	<b>0</b>	<b>10</b>	<b>0</b>	<b>0</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 6,736</b>
<b>System Analysis (Chp. 6)</b>	<b>2</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>60</b>	<b>60</b>	<b>10</b>	<b>0</b>	<b>0</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,620</b>
Model development and demand allocation	2				60							
Model calibration	0				0							
Data collection	2				12							
Model scenarios	16				60							
System physical capacity analysis	0				8							
Source	0				20							
Storage/conveyance	0				8							
Compliance with future regulatory requirements	0				16							

City of Halley Water Master Plan Budget Estimate - September 3, 2013 (changes noted in red)												
	Project Manager - Cathy Cooper	QA/QC - Modeling David Keil	QA/QC - Water Supply & Conservation Christian Petrich	Water Rights Specialist Roxanne Brown	Senior Project Engineer Eric Landsberg	Project Engineer (Modeler) Jesse Herndon	GIS/CADD Staff Lori Graves	Controller/Admin Crystal Jensen	Clerical - Shyla Quade	Printing & Publications	Travel	Total
	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Dollars	Dollars	Dollars
Limited release technical memorandum					8							\$ 1,060
Prepare preliminary draft Chp. 7	2				16	12	12					\$ 4,868
Update draft per city comments	1				8	4	4					\$ 1,610
<b>Sub-total</b>	<b>23</b>	<b>14</b>	<b>0</b>	<b>0</b>	<b>148</b>	<b>180</b>	<b>22</b>	<b>0</b>	<b>0</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 44,662</b>
<b>CIP (Chp. 7)</b>	<b>Hours</b>	<b>Hours</b>	<b>Hours</b>	<b>Hours</b>	<b>Hours</b>	<b>Hours</b>	<b>Hours</b>	<b>Hours</b>	<b>Hours</b>	<b>Dollars</b>	<b>Dollars</b>	<b>Dollars</b>
City workshop	12				12	12					\$ 165	\$ 4,617
Describe CIP prioritization, project description and justification	2				4	4						\$ 1,208
Estimate project costs	8				24	16						\$ 5,912
CIP spreadsheet with 5, 10, 15, and 20 year projects	2				2	8						\$ 1,330
Describe long-term supply, storage and pumping strategies	2				8	8						\$ 1,080
Prepare preliminary draft Chp. 8	2				10	12	8					\$ 3,506
Update draft per city comments	2				4	4	2					\$ 1,384
<b>Sub-total</b>	<b>28</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>64</b>	<b>56</b>	<b>10</b>	<b>0</b>	<b>0</b>	<b>\$ -</b>	<b>\$ 165</b>	<b>\$ 19,037</b>
<b>Draft and Final Plan Assembly</b>	<b>Hours</b>	<b>Hours</b>	<b>Hours</b>	<b>Hours</b>	<b>Hours</b>	<b>Hours</b>	<b>Hours</b>	<b>Hours</b>	<b>Hours</b>	<b>Dollars</b>	<b>Dollars</b>	<b>Dollars</b>
Preliminary Draft Plan	12	8			40		12	20		\$ 250		\$ 10,766
Prepare notes/etc to table completion of final document to October 2014	4		2		4							\$ 1,382
Final Draft Plan	0	0			0		0	0				\$ -
Open house - comments summary	0				0							\$ -
City Council workshop	0				0							\$ -
Exec Summary and Final Plan	0	0			0		0	0				\$ -
<b>Sub-total</b>	<b>16</b>	<b>8</b>	<b>2</b>	<b>0</b>	<b>44</b>	<b>0</b>	<b>12</b>	<b>20</b>	<b>0</b>	<b>\$ 250</b>	<b>\$ -</b>	<b>\$ 12,146</b>
<b>Total Hours</b>	<b>162</b>	<b>22</b>	<b>26</b>	<b>113</b>	<b>438</b>	<b>287</b>	<b>115</b>	<b>40</b>	<b>14</b>	<b>\$ 250</b>	<b>\$ 330</b>	<b>\$ 139,893</b>
<b>Dollars</b>	<b>\$22,356</b>	<b>\$3,036</b>	<b>\$3,770</b>	<b>\$17,300</b>	<b>\$59,730</b>	<b>\$26,166</b>	<b>\$10,120</b>	<b>\$2,600</b>	<b>\$840</b>	<b>\$ 250</b>	<b>\$ 330</b>	<b>\$ 139,893</b>



**AGENDA ITEM SUMMARY**

DATE: 9/16/13 DEPARTMENT: PW – Water/Parks DEPT. HEAD SIGNATURE: 

**SUBJECT:** Motion to authorize the Mayor to sign the IDWR Applications for Drilling Permit for the new wells at Lions and Heagle Parks

**AUTHORITY:**  ID Code \_\_\_\_\_  IAR \_\_\_\_\_  City Ordinance/Code \_\_\_\_\_  
(IF APPLICABLE)

**BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:**

A well drilling permit is required from IDWR for the two new wells at Lions and Heagle Parks. There is a \$200 fee for each permit.

**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 Administrator  Library  Benefits Committee  
 City Attorney  Mayor  Streets  
 City Clerk  Planning  Treasurer  
 Building  Police  
 Engineer  Public Works, Parks  
 Fire Dept.  P & Z Commission

**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./Agrmt./Order Originals: Record \*Additional/Exceptional Originals to: \_\_\_\_\_  
Copies (all info.): \_\_\_\_\_ Copies (AIS only)  
Instrument # \_\_\_\_\_

Drilling Permit No. \_\_\_\_\_  
Drilling Permit I.D. Tag No. \_\_\_\_\_  
Water Right Permit No. 37-22831  
Injection Permit No. \_\_\_\_\_

State of Idaho  
Department of Water Resources  
**APPLICATION FOR DRILLING PERMIT**  
(FOR THE CONSTRUCTION OF A WELL)

1. Property Owner (please print): City of Hailey

2. Current Mailing Address: 115 S. Main St., #H

City: Hailey State: ID Zip Code: 83333 Telephone (208) 788-4221

3. Proposed Well Location: Twp. 2N, Rge. 18E, Sec. 16, 1/4 SW 1/4 NE 1/4  
(10) (40) (160)

Gov't Lot No. \_\_\_\_\_ County Blaine Lat. \_\_\_\_\_ Long. \_\_\_\_\_

Street Address of Well Location Lawrence Heagle Park, War Eagle Dr. City Hailey

Give at least name of road + Distance to Nearest Road or Landmark

Lot, block and subdivision \_\_\_\_\_

4. Proposed Use of Well: (Note: Any well drilled for a Public Water Supply requires prior DEQ approval.)

DOMESTIC (42-111a): The use of water for homes, organization camps, public campgrounds, livestock and for any other purpose in connection therewith, including irrigation of up to 1/2 acre of land, if the total use is not in excess of 13,000 gpd.

DOMESTIC (42-111b): Any other use if the diversion rate does not exceed 0.04 cfs (18 gpm) and a diversion volume of 2500 gpd.

NON-DOMESTIC:  Irrigation  Commercial  Municipal  Other \_\_\_\_\_  
 Industrial  Public Water Supply  
(Describe)

INJECTION

MONITORING: A well bore schematic and map is required. No. of proposed wells: \_\_\_\_\_

5. Well Construction Information:

A.  New well  Modify  Deepening  Replace Previous Well # \_\_\_\_\_

B. Proposed Casing Diameter 10" Proposed Maximum Depth 50'

C. Anticipated bottom hole temperature:

85°F or less (Cold Water Well)  85°F to 212°F (Low Temp. Geo. Well)  212°F or more (Geothermal Well)

6. Construction Start Date: September 23, 2013

7. Drilling Company Name: Hiddleston Drilling & Pump Driller's Lic. No. 35

NOTE: The actual well driller must be identified prior to drilling.

8. Applicant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

Address (if different than owner): \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_ Telephone: \_\_\_\_\_

ACTION OF THE DEPARTMENT OF WATER RESOURCES

This Permit is \_\_\_\_\_ Date \_\_\_\_\_

If approved, this permit authorizes the construction or modification of a well subject to the following conditions. **READ CAREFULLY!**

**GENERAL CONDITIONS:**

1. This drilling permit is valid for two (2) months from the above approval date for the start of construction and is valid for one(1) year from the approval date for completion of the well unless an extension has been granted.
2. This permit does not constitute an approval of the District Health Department or the Idaho Department of Health and Welfare, which may be required before construction of the well. All wells must be drilled a minimum distance of 100 feet from a drain field. Domestic and Public Water Supply wells must be drilled a minimum of 50 feet and 100 feet respectively from a septic tank.
3. The well shall be constructed by a driller currently licensed in the State of Idaho who must maintain a copy of the drilling permit and the well ID tag at the drilling site.
4. Approval of this drilling permit does not authorize trespass on the land of another party.
5. This permit does not constitute other local, county, state, or federal approvals which may be required for construction of a well.
6. This drilling permit does not represent a right to divert and use the water of the State of Idaho. If the well being drilled is associated with approved water right(s) use of the well must comply with conditions of said water right(s).
7. If the depth of this well exceeds 500 feet or the well is in an area known to have LTG water, bottom hole temperature must be measured and recorded on the Driller's Log, and reported on the Well Driller's Report.
8. If a bottom hole temperature of 85°F or greater is encountered, well construction shall cease and the well driller shall contact the Department immediately.
9. Idaho Code, S 55-2201 - 55-2210 requires the applicant and/or his contractors to contact "Digline" (DigLine is a one-call center for utility notification) not less than 2 working days prior to the start of any excavation for this project. The "DigLine" Number for your area is 1-800-342-1585.
10. The stainless steel I. D. tag must be securely and permanently attached to the well casing by the Driller upon completion of the well, and prior to removing the drill rig from the drill site and must remain permanently attached above ground level for the life of the well. The well tag shall be attached by welding at least 3 sides or using four (4) stainless steel, closed-end pop rivets.
11. Any well being replaced by a new well shall be properly abandoned by the well driller prior to removing the drilling equipment, unless otherwise authorized by the department.

**SPECIFIC CONDITIONS:**

\_\_\_\_\_  
Signature of Authorized Department Representative Title

Receipt No. \_\_\_\_\_ Received by \_\_\_\_\_ Fee \_\_\_\_\_ Date \_\_\_\_\_

EXTENSION OF DRILLING PERMIT

Extension approved by \_\_\_\_\_ Approval Date \_\_\_\_\_

This extension expires: \_\_\_\_\_

## Idaho Department of Water Resources

### GENERAL INFORMATION FOR FILING AN APPLICATION FOR DRILLING PERMIT

Effective June 2008

#### I. GENERAL

A Drilling Permit must be obtained from the Department of Water Resources (Department) before the construction, modification or abandonment of any well greater than 18 feet in depth.

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#### II. DRILLING PERMIT DEFINITIONS (Reference Section 42-111, Idaho Code, Amended 1990)

A. DOMESTIC - Any well used only for the following purposes:

1. The use of water for homes, organization camps, public campgrounds, livestock and for any other purpose in connection therewith, including irrigation of up to 1/2 acre of land, if the total use is not in excess of 13,000 gpd; or
2. Any other uses, if the total use does not exceed a diversion rate of 0.04 cfs and a diversion volume of 2500 gpd.

Domestic purposes do not include: Water for multiple ownership subdivisions, mobile home parks, commercial or business establishments, unless the use meets the diversion rate and volume limitations set forth in Paragraph A.2. above.

B. NON-DOMESTIC

Any well used for purposes not included in "Domestic".

#### III. DRILLING PERMIT ISSUANCE RESTRICTIONS

- A. The well shall be constructed by a driller currently licensed in the State of Idaho who must maintain a copy of the drilling permit and the well ID tag at the drilling site.
- B. Non-Domestic wells will require a Water Right Permit prior to issuance of a Drilling Permit. All conditions of an approved water right must be complied with in association with the drilling permit.
- C. Injection wells (domestic and non-domestic) will require Injection Well permits prior to issuance of the Drilling Permit.
- D. Monitoring wells require a well bore schematic and a map or plat showing the location of each well prior to issuance of Drilling Permit. All well bore schematics must be prepared and stamped by a registered professional engineer or geologist.
- E. Public Water Supply Wells will require additional approval by Department of Environmental Quality.

#### IV. DRILLING PERMIT FEE STRUCTURE

The fee for Domestic Wells described in II.A. above is \$75.00.

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The fee for Monitoring Wells (See III.D. above) is \$75.00 per well; or \$100.00 for a blanket permit plus \$50.00 per well.

There is no fee for a permit to Abandon a Well. An "Authorization to Abandon A Well" form must be completed for abandonment.

Your Original application and fee may be submitted to one of the following offices:

**Western Region**  
Idaho Department of Water Resources  
2735 Airport Way  
Boise, ID 83705-5082  
Phone: (208) 334-2190

**Northern Region**  
Idaho Department of Water Resources  
7600 North Mineral Drive, STE 100  
Coeur d'Alene, ID 83815  
Phone: (208) 762-2800

**Eastern Region**  
Idaho Department of Water Resources  
900 North Skyline Drive STE A  
Idaho Falls, ID 83402-1718  
Phone: (208) 525-7161

**Southern Region**  
Idaho Department of Water Resources  
1341 Fillmore Street, STE 200  
Twin Falls, ID 83301-3380  
Phone: (208) 736-3033

Drilling Permit No. \_\_\_\_\_  
Drilling Permit I.D. Tag No. \_\_\_\_\_  
Water Right Permit No. 37-22825  
Injection Permit No. \_\_\_\_\_

State of Idaho  
Department of Water Resources  
**APPLICATION FOR DRILLING PERMIT**  
(FOR THE CONSTRUCTION OF A WELL)

1. Property Owner (please print): City of Hailey

2. Current Mailing Address: 115 S. Main St., #H

City: Hailey State: ID Zip Code: 83333 Telephone (208) 788-4221

3. Proposed Well Location: Twp. 2N Rge. 18E Sec. 9 NW 1/4 SE 1/4 SW 1/4  
(10) (40) (160)

Gov't Lot No. \_\_\_\_\_ County Blaine Lat. \_\_\_\_\_ Long. \_\_\_\_\_

Street Address of Well Location Lions Park, Croy Creek Rd. City Hailey  
Give at least name of road + Distance to Nearest Road or Landmark

Lot, block and subdivision \_\_\_\_\_

4. Proposed Use of Well: (Note: Any well drilled for a Public Water Supply requires prior DEQ approval.)

DOMESTIC (42-111a): The use of water for homes, organization camps, public campgrounds, livestock and for any other purpose in connection therewith, including irrigation of up to 1/2 acre of land, if the total use is not in excess of 13,000 gpd.

DOMESTIC (42-111b): Any other use if the diversion rate does not exceed 0.04 cfs (18 gpm) and a diversion volume of 2500 gpd.

NON-DOMESTIC:  Irrigation  Commercial  Municipal  Other \_\_\_\_\_  
(Describe)  Industrial  Public Water Supply

INJECTION

MONITORING: A well bore schematic and map is required. No. of proposed wells: \_\_\_\_\_

5. Well Construction Information:

A.  New well  Modify  Deepening  Replace Previous Well # \_\_\_\_\_

B. Proposed Casing Diameter 10" Proposed Maximum Depth 50'

C. Anticipated bottom hole temperature:

85°F or less (Cold Water Well)  85°F to 212°F (Low Temp. Geo. Well)  212°F or more (Geothermal Well)

6. Construction Start Date: September 9, 2013

7. Drilling Company Name: Hiddleston Drilling & Pump Driller's Lic. No. 35

NOTE: The actual well driller must be identified prior to drilling.

8. Applicant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

Address (if different than owner): \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_ Telephone: \_\_\_\_\_

ACTION OF THE DEPARTMENT OF WATER RESOURCES

This Permit is \_\_\_\_\_ Date \_\_\_\_\_

If approved, this permit authorizes the construction or modification of a well subject to the following conditions. **READ CAREFULLY!**

**GENERAL CONDITIONS:**

1. This drilling permit is valid for two (2) months from the above approval date for the start of construction and is valid for one (1) year from the approval date for completion of the well unless an extension has been granted.
2. This permit does not constitute an approval of the District Health Department or the Idaho Department of Health and Welfare, which may be required before construction of the well. All wells must be drilled a minimum distance of 100 feet from a drain field. Domestic and Public Water Supply wells must be drilled a minimum of 50 feet and 100 feet respectively from a septic tank.
3. The well shall be constructed by a driller currently licensed in the State of Idaho who must maintain a copy of the drilling permit and the well ID tag at the drilling site.
4. Approval of this drilling permit does not authorize trespass on the land of another party.
5. This permit does not constitute other local, county, state, or federal approvals which may be required for construction of a well.
6. This drilling permit does not represent a right to divert and use the water of the State of Idaho. If the well being drilled is associated with approved water right(s) use of the well must comply with conditions of said water right(s).
7. If the depth of this well exceeds 500 feet or the well is in an area known to have LTG water, bottom hole temperature must be measured and recorded on the Driller's Log, and reported on the Well Driller's Report.
8. If a bottom hole temperature of 85°F or greater is encountered, well construction shall cease and the well driller shall contact the Department immediately.
9. Idaho Code, S 55-2201 - 55-2210 requires the applicant and/or his contractors to contact "Digline" (DigLine is a one-call center for utility notification) not less than 2 working days prior to the start of any excavation for this project. The "DigLine" Number for your area is 1-800-342-1585.
10. The stainless steel I. D. tag must be securely and permanently attached to the well casing by the Driller upon completion of the well, and prior to removing the drill rig from the drill site and must remain permanently attached above ground level for the life of the well. The well tag shall be attached by welding at least 3 sides or using four (4) stainless steel, closed-end pop rivets.
11. Any well being replaced by a new well shall be properly abandoned by the well driller prior to removing the drilling equipment, unless otherwise authorized by the department.

**SPECIFIC CONDITIONS:**

\_\_\_\_\_  
Signature of Authorized Department Representative Title

Receipt No. \_\_\_\_\_ Received by \_\_\_\_\_ Fee \_\_\_\_\_ Date \_\_\_\_\_

**EXTENSION OF DRILLING PERMIT**

Extension approved by \_\_\_\_\_ Approval Date \_\_\_\_\_

This extension expires: \_\_\_\_\_

## Idaho Department of Water Resources

### GENERAL INFORMATION FOR FILING AN APPLICATION FOR DRILLING PERMIT

Effective June 2008

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