

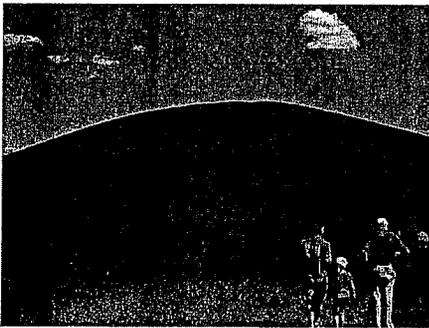
Introduction to Hailey, Idaho

In the Heart of the West

Why a corporate sponsorship in Hailey, Idaho? What is so special about this place? Hailey is a western resort town located just 12 miles south of the world famous Sun Valley Ski Resort. The city is surrounded by some of the most scenic lands in America, and lies in close proximity to both the Sawtooth National Recreation Area (which includes the Sawtooth Wilderness) and Craters of the Moon National Monument. The people who live, visit or have second homes here share a common connection to the land, the agricultural heritage and the resort history that define this one-of-a-kind western place. Outdoor recreation and cultural activities are a common theme of Hailey life.



Hailey 4th of July Parade



Craters of the Moon National Monument

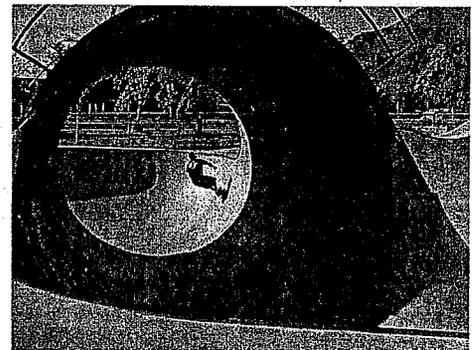
Blaine County has 2.5 million annual visitor days per year. In the winter, skiers from around the world visit Sun Valley and the surrounding area. In summer, visitors are drawn to the region's pristine natural places and the events and amenities that only a topnotch resort community can offer. From the Sun Valley Summer Symphony and the Northern Rockies Folk Festival to the Trailing of the Sheep Festival and the *Days of the Old West Rodeo*, the local's say that tourists "come for the winters, but stay for the summers."

In Hailey, visitors take advantage of the Quigley Nordic Center and the Wood River Trails, followed by a memorable meal at one of the city's fine restaurants. For arts lovers, Hailey's own Company of Fools delivers Broadway-quality theatre in the heart of the Rockies. The streets are alive with activity all summer, with the Hailey Farmer's and Artist's Market, the July 4th parade and rodeo, A Month of Art, outdoor concerts with



*Sculpture by Mark Stasz
A Month of Art*

renowned performers, and local music at the Back Alley Parties, to name a few. The Hailey Skatepark boasts a full pipe, streetscape elements and a deep end, and draws professional and amateur skateboarders from across the country. Hailey Ice offers a full roster of skate and hockey programs in its soon-to-be realized indoor venue and an outdoor manmade pond in Hailey.

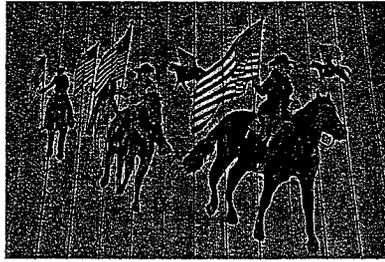


Full pipe at the Hailey Skatepark

Hailey is a town for all ages, backgrounds and sensibilities. With construction underway on a new rodeo arena and interpretive center, new ice skating facility and expanded skatepark, all in one public facility complex, Hailey is poised to strengthen its position as a major cultural and recreation destination. Hailey – a remarkable place in the heart of West.



Rodeo Stories: A Small Town Legacy



Hailey Rodeo Background: In 1903, the rodeo grounds property was deeded to the City of Hailey. Civic leaders used the deeded property for a park (called Wertheimer Park), racetrack and ball field over the next several decades. In 1947, the Sawtooth Rangers Riding Club was formed, and planned a small rodeo event for the site. The rodeo was so successful the Rangers developed a leasing arrangement with the city and constructed a more permanent structure on the site the following year. In 1949, the Sawtooth Rangers expanded the rodeo to a two day event coinciding with Hailey's annual Fourth of July parade – the *Days of the Old West Rodeo* was born. Over the last 20 years this professional-level, award-winning rodeo has drawn more than 3,000 spectators annually. The rodeo grounds are a monument to the region's ranching heritage, as well as a reminder of the cooperative community efforts that helped shape Hailey's history and development.

Exhibit Location: The original 1949 rodeo arena remained in use through the July 2010 *Days of the Old West Rodeo*, and was then demolished. The arena had been deemed structurally unsound and noncompliant with ADA requirements, which led to a new master plan for the rodeo grounds property that involves building a new arena, building an interpretive center attached to the rodeo arena, adding a separate ice rink facility, and expanding Hailey's existing world class skatepark. A site plan is included in this proposal. *Rodeo Stories: A Small Town Legacy*, will be a permanent exhibit located in the new interpretive center.

Exhibit Content: *Rodeo Stories: A Small Town Legacy*, is envisioned as a museum-quality exhibit that preserves, celebrates and communicates the history of one of Hailey's, and the West's, most valuable cultural assets: the rodeo. The rodeo is an icon of western culture, and the exhibit is an opportunity to document and explore the role the Hailey rodeo has played in Hailey society, in Idaho history and in the larger context of the American West. The exhibit will include historic photographs, oral histories, interpretive displays, dioramas and artifacts. Exterior interpretive displays and elements will also be incorporated at the entryways to the interpretive center.

Exhibit Space: The exhibit will be located in a 768-square-foot gallery space, inside the 1,680-square-foot interpretive center. An elevation and floor plan are included in this proposal.

Exhibit Design Team: The composition of the exhibit design team includes two historians, one to conduct local research and one to assure the exhibit ties into the larger context of the American West. The Regional History Department of the Ketchum Community Library will conduct the oral histories. An illustrator will complete the one-dimensional exhibit display designs – panels that involve words, illustrations and photographs. A museum exhibit designer will assure an effective flow of the overall exhibit and will complete three-dimensional exhibit display designs. A fabricator/ installer will be selected for the final steps. The City of Hailey and the Hailey Historic Preservation Commission will provide guidance, oversight and management of the exhibit project.



Corporate Sponsorship Benefits

1A. Estimate of Consumers Reached Annually

12 one-day arena events/year (June-Sept) x 3,500 arena capacity = 42,000. 30% view exhibits = 12,600.

Arena events announced, with exhibit promotion and sponsor recognition, in city monthly newsletter 4 times/year (3 events per issue) x 3,000 newsletter readers = 12,000.

Two audio announcements per arena event = 24 announcements x 3,500 capacity = 84,000.

Banner in arena with exhibit promotion and sponsor recognition. 12 events/year x 3,500 capacity = 42,000.

Sponsor recognition on Hailey web page, with link. 50 hits per week x 52 weeks = 2,600.

Walk-ins seeking tourist information from Chamber of Commerce = 5,000.

General visits by tourists not associated with arena events or Chamber of Commerce walk-ins = 5,000. (Area has 2,500,000 visitor days per year.)

Exposure = 163,200 Consumers Reached Annually

1B. Estimate of Consumers Reached / One-Time Exposure

Gala Grand Opening of Exhibit

- Two grand opening print ads, with sponsor recognition, in the Idaho Mountain Express (13,700 circulation) = 27,400.
- Sponsor logo on 100 VIP invitations to grand opening.
- 250 attendees at Gala Grand Opening

Exposure = 27,750 Consumers Reached via Gala

2. Additional Sponsor Benefits

- Business category exclusivity (categories are: retail merchandise, financial, food and beverage, hospitality and ranch brokers).
- Permanent recognition on exhibit entry signage.
- Complimentary arena event tickets.
- Recognition and remarks at Gala Grand Opening.
- Reserve the Interpretive Center for sponsor special events (at discount / subject to Interpretive Center schedule needs).
- One-page sponsor statement, by sponsor, about its sponsorship of the exhibit, to be included in press information and posted on city website. (Content subject to advance approval by city).
- The right, at sponsor's expense, to supplement exhibit publicity in coordination with city publicity. (Subject to advance approval by city.)
- Recognition in exhibit brochure and exhibit promotional poster; complimentary copies of these items.
- Remarks at the Press Preview, prior to the Gala Grand Opening.
- Press release distribution (email) by the city, to a list provided by the sponsor.

3. Audience Demographics

Blaine County includes the city of Hailey, and is also home to the world famous Sun Valley Resort, just 12 miles north. The area's economy can be characterized as a resort economy, with tourism and construction, and the relation between the two, as primary economic drivers.

The following data gives a snapshot of Blaine County resident demographics.

U.S. Census Bureau / 2009 Estimate

Population: 22,328

Population percentage change from April 2, 1000 to July 1, 2009: +17.6%

Persons under 5: 7.1%



Persons under 18: 23.2%

Persons 65 and older: 10.9%

White: 93%

Hispanic: 18.9% (can be of any race, so counted in white figure, above)

High School Graduates (2000), percentage of persons age 25+: 90.2%

Bachelor's Degree or higher (2000), percentage of persons age 25+: 43.1%

Homeownership rate (2000): 68.9%

Median household income (2008): \$65,239

Per capita money income (1998): \$31,346

Economic Analysis of Blaine County, Idaho, May 2001, prepared for the Sun Valley/Ketchum Chamber of Commerce by Dean Runyan Associates

- In 2000, resident spending on personal trade and services totaled 175 million (in 1991, 100.8 million).
- In 2000, 8.4 million in earnings related to construction of vacation homes in Blaine County (290 vacation homes in 2000 alone).
- In 2000, value of new construction was 155.5 million (resident and vacation homes combined).

The following data give a snapshot of Blaine County non-resident demographics.

Economic Analysis of Blaine County, Idaho, May 2001, prepared for the Sun Valley/Ketchum Chamber of Commerce by Dean Runyan Associates

- Short term visitors accounted for 1.5 million person-days.
- Visitors that stayed in vacation homes accounted for more than 1 million person-days.
- Approximately, one-third of all existing housing in 1990 and new construction since then has been for vacation homes.
- In 2000, short term visitor spending on personal trade and services totaled 120.5 million (in 1991, 57.9 million).
- In 2000, vacation home visitor spending on personal trade and services totaled 110.6 million (in 1991, 64.6 million).

Rodeo Stories: A Small Town Legacy, will draw its audience from this mix of residents, vacation homeowners and short term visitors.

4. Proposed Term of Offer

- Five years for items under 1A, above. 163,200 consumers annually x 5 years = 816,000.
- Gala grand opening and items related to it, 1B above, are one-time benefits.
- Permanent recognition on exhibit entry signage.
- Five years for other items under number 2, above, as applicable.

5. Sponsorship Request

- \$50,000



September 28, 2010

Mr. Jeff Chadwick
Wrangler Rodeo
PO Box 21488
Greensboro, NC 27420

Subject: City of Hailey Corporate Sponsorship Proposal

Dear Mr. Chadwick:

I am pleased to offer a corporate sponsorship opportunity to Wrangler Rodeo for an authentic new interpretive exhibit called *Rodeo Stories: A Small Town Legacy*. This permanent, museum-quality installation will celebrate and communicate the history of the Hailey rodeo and its meaning in Hailey society, Idaho and the American West.

Now more than ever, corporations must find innovative methods to enhance their image, build brand loyalty and reach a diverse audience to generate new customers. Hailey's proposed sponsorship opportunity offers exposure to a widely diverse consumer base. Our conservative estimates show that nearly 165,000 consumers will be reached each year of the five-year sponsorship.

Hailey is located in Blaine County, just 12 miles south of the world famous Sun Valley Resort. Short term visitors to the area account for roughly 1.5 million person days per year, and visitors that stay in vacation homes account for about 1 million person days per year. These visitors are, for the most part, affluent, educated and inclined to enjoy cultural and artistic activities. *Rodeo Stories: A Small Town Legacy*, will be of high interest to this hard-to-reach demographic.

Just as important to Wrangler Rodeo is the exposure to the resident population base. I have included Blaine County demographic figures in this proposal, but a quick snapshot is: nearly 60% between the ages of 18 and 65; 43.1% of persons 25+ in age hold a Bachelor's Degree or higher; median household income of \$65,239; and approximately 175 million spent per year on personal trade and services.

Rodeo Stories: A Small Town Legacy, offers a strong business opportunity for those rare corporations who understand the value of being a major sponsor of a unique and important project. For this exhibit, Hailey seeks a maximum of five \$50,000 tax-deductible sponsorships in five distinct business categories. Each of the sponsors will enjoy business category exclusivity.

Thank you for your time. If you have a sponsorship interest, please let me know by the end of October 2010. As I'm sure you understand, our project and public relations staff is under an aggressive schedule and we want to assure the maximum exposure for our sponsors. Please call me at (208) 788-4221, ext. 30 if I can answer any questions or provide further information.

Sincerely,

Mayor Rick Davis

September 28, 2010

Wells Fargo

Subject: City of Hailey Corporate Sponsorship Proposal

Dear Wells Fargo:

I am pleased to offer a corporate sponsorship opportunity to Wells Fargo for an authentic new interpretive exhibit called *Rodeo Stories: A Small Town Legacy*. This permanent, museum-quality installation will celebrate and communicate the history of the Hailey rodeo and its meaning in Hailey society, Idaho and the American West.

Now more than ever, corporations must find innovative methods to enhance their image, build brand loyalty and reach a diverse audience to generate new customers. Hailey's proposed sponsorship opportunity offers exposure to a widely diverse consumer base. Our conservative estimates show that nearly 165,000 consumers will be reached each year of the five-year sponsorship.

Hailey is located in Blaine County, just 12 miles south of the world famous Sun Valley Resort. Short term visitors to the area account for roughly 1.5 million person days per year, and visitors that stay in vacation homes account for about 1 million person days per year. These visitors are, for the most part, affluent, educated and inclined to enjoy cultural and artistic activities. *Rodeo Stories: A Small Town Legacy*, will be of high interest to this hard-to-reach demographic.

Just as important to Wells Fargo is the exposure to the resident population base. I have included Blaine County demographic figures in this proposal, but a quick snapshot is: nearly 60% between the ages of 18 and 65; 43.1% of persons 25+ in age hold a Bachelor's Degree or higher; median household income of \$65,239; and approximately 175 million spent per year on personal trade and services.

Rodeo Stories: A Small Town Legacy, offers a strong business opportunity for those rare corporations who understand the value of being a major sponsor of a unique and important project. For this exhibit, Hailey seeks a maximum of five \$50,000 tax-deductible sponsorships in five distinct business categories. Each of the sponsors will enjoy business category exclusivity.

Thank you for your time. If you have a sponsorship interest, please let me know by the end of October 2010. As I'm sure you understand, our project and public relations staff is under an aggressive schedule and we want to assure the maximum exposure for our sponsors. Please call me at (208) 788-4221, ext. 30 if I can answer any questions or provide further information.

Sincerely,

Mayor Rick Davis

September 28, 2010

MillerCoors

Subject: City of Hailey Corporate Sponsorship Proposal

Dear MillerCoors:

I am pleased to offer a corporate sponsorship opportunity to MillerCoors for an authentic new interpretive exhibit called *Rodeo Stories: A Small Town Legacy*. This permanent, museum-quality installation will celebrate and communicate the history of the Hailey rodeo and its meaning in Hailey society, Idaho and the American West.

Now more than ever, corporations must find innovative methods to enhance their image, build brand loyalty and reach a diverse audience to generate new customers. Hailey's proposed sponsorship opportunity offers exposure to a widely diverse consumer base. Our conservative estimates show that nearly 165,000 consumers will be reached each year of the five-year sponsorship.

Hailey is located in Blaine County, just 12 miles south of the world famous Sun Valley Resort. Short term visitors to the area account for roughly 1.5 million person days per year, and visitors that stay in vacation homes account for about 1 million person days per year. These visitors are, for the most part, affluent, educated and inclined to enjoy cultural and artistic activities. *Rodeo Stories: A Small Town Legacy*, will be of high interest to this hard-to-reach demographic.

Just as important to MillerCoors is the exposure to the resident population base. I have included Blaine County demographic figures in this proposal, but a quick snapshot is: nearly 60% between the ages of 18 and 65; 43.1% of persons 25+ in age hold a Bachelor's Degree or higher; median household income of \$65,239; and approximately 175 million spent per year on personal trade and services.

Rodeo Stories: A Small Town Legacy, offers a strong business opportunity for those rare corporations who understand the value of being a major sponsor of a unique and important project. For this exhibit, Hailey seeks a maximum of five \$50,000 tax-deductible sponsorships in five distinct business categories. Each of the sponsors will enjoy business category exclusivity.

Thank you for your time. If you have a sponsorship interest, please let me know by the end of October 2010. As I'm sure you understand, our project and public relations staff is under an aggressive schedule and we want to assure the maximum exposure for our sponsors. Please call me at (208) 788-4221, ext. 30 if I can answer any questions or provide further information.

Sincerely,

Mayor Rick Davis

September 28, 2010

Wally Huffman
Sun Valley Company
PO Box 10
Sun Valley, ID 83353

Subject: City of Hailey Corporate Sponsorship Proposal

Dear Mr. Huffman:

I am pleased to offer a corporate sponsorship opportunity to the Sun Valley Company for an authentic new interpretive exhibit called *Rodeo Stories: A Small Town Legacy*. This permanent, museum-quality installation will celebrate and communicate the history of the Hailey rodeo and its meaning in Hailey society, Idaho and the American West.

Now more than ever, corporations must find innovative methods to enhance their image, build brand loyalty and reach a diverse audience to generate new customers. As you know from your long years in the Wood River Valley, Hailey's proposed sponsorship opportunity offers exposure to a widely diverse consumer base. Our conservative estimates show that nearly 165,000 consumers will be reached each year of the five-year sponsorship. In the case of the Sun Valley Company, the good will generated by a sponsorship is immeasurable.

Rodeo Stories: A Small Town Legacy, offers an opportunity for the Sun Valley Company to receive permanent recognition in alliance with a much beloved local tradition – the rodeo. I understand that until 1946, the Sun Valley Company sponsored its own rodeo. In 1947, the Sawtooth Rangers Riding Club was formed to carry on the rodeo tradition, and the Sun Valley bucking chutes were salvaged for use in the Hailey arena. In addition to permanent recognition via exhibit signage, it would be fitting for this exhibit to capture Sun Valley's role in the history of rodeo in our area.

Rodeo Stories: A Small Town Legacy, offers a strong business opportunity for those rare corporations who understand the value of being a major sponsor of a unique and important project. For this exhibit, Hailey seeks a maximum of five \$50,000 tax-deductible sponsorships in five distinct business categories. Each of the sponsors will enjoy business category exclusivity.

Thank you for your time. If you have a sponsorship interest, please let me know by the end of October 2010. As I'm sure you understand, our project and public relations staff is under an aggressive schedule and we want to assure the maximum exposure for our sponsors. Please call me at (208) 788-4221, ext. 30 if I can answer any questions or provide further information.

Sincerely,

Mayor Rick Davis

September 28, 2010

Mr. John A. Burke
Director
Hall & Hall
PO Box 4999
Ketchum, ID 83340

Subject: City of Hailey Corporate Sponsorship Proposal

Dear Mr. Burke:

I am pleased to offer a corporate sponsorship opportunity to Hall and Hall for an authentic new interpretive exhibit called *Rodeo Stories: A Small Town Legacy*. This permanent, museum-quality installation will celebrate and communicate the history of the Hailey rodeo and its meaning in Hailey society, Idaho and the American West.

Now more than ever, corporations must find innovative methods to enhance their image and reach a diverse audience to generate new customers. As you know from your long years in the Wood River Valley, Hailey's proposed sponsorship opportunity offers exposure to a widely diverse consumer base. Our conservative estimates show that nearly 165,000 consumers will be reached each year of the five-year sponsorship. For Hall and Hall, with its history of serving the west's ranchers as well as a strong presence in the Wood River Valley, there is also the satisfaction of helping make this heritage project a reality.

Rodeo Stories: A Small Town Legacy, offers an opportunity for Hall and Hall to receive permanent recognition in alliance with a much beloved western tradition – the rodeo. Since 1946, Hall and Hall has worked closely with the western ranch culture, of which rodeo is an important part. Just one year after Hall and Hall's founding, the Sawtooth Rangers Riding Club was formed to carry on the rodeo tradition. To this day, the Rangers manage the *Days of the Old West Rodeo* in Hailey.

Rodeo Stories: A Small Town Legacy, offers a strong business opportunity for those rare corporations who understand the value of being a major sponsor of a unique and important project. For this exhibit, Hailey seeks a maximum of five \$50,000 tax-deductible sponsorships in five distinct business categories. Each of the sponsors will enjoy business category exclusivity.

Thank you for your time. If you have a sponsorship interest, please let me know by the end of October 2010. As I'm sure you understand, our project and public relations staff is under an aggressive schedule and we want to assure the maximum exposure for our sponsors. Please call me at (208) 788-4221, ext. 30 if I can answer any questions or provide further information.

Sincerely,

Mayor Rick Davis

Target Sponsors
Sorted by Business Category
In Order of Priority

Retail Merchandise	Financial	Food & Beverage	Hospitality	Ranch Brokers
1. Wrangler	1. Wells Fargo	1. CoorsMiller	1. Sun Valley Co.	1. Hall & Hall
2. Justin Boots	2. American Express	2. Falls Brand	2. The Valley Club	2. Lands of Idaho
3. Levi Strauss	3. Bank of America	3. Starbucks	3.	3.

Future Potential Categories/Sponsors
(pending outcome of above)

- A. Transportation
 - Airlines (Alaska/Delta)
 - Car Rentals
 - Auto Makers
- B. Telecom/Media
 - Marketron
 - AT&T
 - Qwest
 - Time Warner
- C. Medical / Wellness
 - St. Luke's
 - St. Alphonsus
 - Blue Cross / Blue Shield
- D. Public Utilities / Services
 - Idaho Power
 - Intermountain Gas
 - Clear Creek Disposal

CHAPTER 10

Section 10.1

1. Let $f(x) = x^2 + 3x - 4$. Find $f(2)$.

2. Let $f(x) = x^2 + 3x - 4$. Find $f(-1)$.

3. Let $f(x) = x^2 + 3x - 4$. Find $f(0)$.

4. Let $f(x) = x^2 + 3x - 4$. Find $f(1)$.

5. Let $f(x) = x^2 + 3x - 4$. Find $f(3)$.

Section 10.2

Section 10.3

1. Let $f(x) = x^2 + 3x - 4$ and $g(x) = 2x - 1$. Find $(f+g)(x)$.

2. Let $f(x) = x^2 + 3x - 4$ and $g(x) = 2x - 1$. Find $(f-g)(x)$.

3. Let $f(x) = x^2 + 3x - 4$ and $g(x) = 2x - 1$. Find $(fg)(x)$.

4. Let $f(x) = x^2 + 3x - 4$ and $g(x) = 2x - 1$. Find $(f/g)(x)$.

5. Let $f(x) = x^2 + 3x - 4$ and $g(x) = 2x - 1$. Find $(f \circ g)(x)$.

6. Let $f(x) = x^2 + 3x - 4$ and $g(x) = 2x - 1$. Find $(g \circ f)(x)$.

7. Let $f(x) = x^2 + 3x - 4$ and $g(x) = 2x - 1$. Find $(f \circ g) \circ h(x)$.

8. Let $f(x) = x^2 + 3x - 4$ and $g(x) = 2x - 1$. Find $h \circ (f \circ g)(x)$.

9. Let $f(x) = x^2 + 3x - 4$ and $g(x) = 2x - 1$. Find $(f \circ g) \circ (h \circ k)(x)$.

10. Let $f(x) = x^2 + 3x - 4$ and $g(x) = 2x - 1$. Find $(h \circ k) \circ (f \circ g)(x)$.

STAFF REPORT

DATE: 9/20/2010 DEPARTMENT: Admin/Treasurer

DEPT. HEAD SIGNATURE: HO [Signature]

SUBJECT:

Contract Amendment for Hailey Chamber of Commerce with elements including:

1. elimination of service category funding caps
2. elimination of quarterly payment caps
3. addition of \$5000 for fireworks and 4th of July fundraising activities, which increases the total contract amount from \$69,000 to \$74,000. The City Treasurer has included the fireworks fund history and current balances.

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

Attached is information from the Hailey Chamber of Commerce requesting a contract amendment to allow the Chamber to meet current year expenses, which fell in different contractual categories than was envisioned. Also within the agreement is amended language intended to authorize the payment of \$5000 to the Chamber for their efforts in securing new funding sources for 4th of July Fireworks donations, which resulted in \$8,500 from new sponsors. The Treasurer has included 10 years of financial history relative to the Fireworks Endowment Fund, beginning with the initial \$50,000 anonymous donation, showing the annual donations, expenses, interest from the LGIP and the allowed annual administrative fee of \$250.00, and the balances at the end of each year. This year's donations were 63% of the annual average, excluding last year. (No donations were solicited last year due to the economy.)

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

Budget Line Item # _____ -0- _____ 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:

- Consider amendments, discuss, and make a motion to:
- adopt amended Contract for Service as presented; or
 - adopt amended Contract for Services as revised by council discussion; or
 - deny amendment to Contract for Services

FOLLOW-UP REMARKS:



**2009/2010 Contract Revision Request
Hailey Chamber of Commerce**

The Hailey Chamber of Commerce requests that the City of Hailey revise the terms of the 2009/2010 Contract for Services with the Hailey Chamber and allow for flexible spending within the scope of services outlined in the contract. The Hailey Chamber of Commerce request that this proposal be considered on the basis that the spirit and intent of the original contract has been fulfilled and maintains that funds outlined in the contract would be essentially be shifted from one category to another to allow for payment of actual expenses.

The Hailey Chamber of Commerce contract for services with the City of Hailey outlines 5 areas of funding. The contract sets maximum payout in each category.

	Contract Maximum Payout	Estimated Actual Expense	+/- Contract Allowance
Promotion and Special Events	\$24,500	\$24,108 *	-392
Visitor Services	\$13,000	\$12,579	-421
Town Improvement	\$9,000	\$9,857	+857
Website and Calendar	\$2,000	\$2000	-
Staffing	\$20,500	\$20,500	-
Total	\$69,000	\$69,044	+44

The Hailey Chamber is not requesting that the total contract payout exceed \$69,000.

*Please note that the Estimated Actual Expense of Promotion and Special Events item includes ½ of the total expense for a color copier on premise at the Hailey Chamber. This is a leased item and has allowed the Hailey Chamber to produce posters, flyers, and programs for Hailey Events at a reduced cost than originally estimated for outsourcing the printing of Hailey promotion pieces. Additionally the Hailey Chamber has been able to expand its support of Hailey events and promotions; such as printing the program for the Hailey Garden Tour, poster printing for the Smithsonian Exhibit at the Hailey Museum, and Poster printing for the Advocates fun run. The addition of this item has greatly increased our ability to promote businesses and special events without exceeding our original budget for promotional and special events printing.

Thank you for your consideration of our request.



**2010 4th of July Fundraising Partnership
Request for Payment
Hailey Chamber of Commerce**

This year the City of Hailey and the Hailey Chamber of Commerce worked together to raise funds for the Hailey 4th of July Celebration. Traditionally both organizations have independently raised sponsorship to support 4th of July activities. Hailey City Mayor requested assistance from the Hailey Chamber with fundraising. Both the Mayor and the Hailey Chamber Board of Directors agreed that most 4th of July sponsors have felt that their donation was supporting both events. Additionally the Hailey Chamber could offer more incentives for fireworks sponsors.

Upon approval from the Mayor, the Hailey Chamber solicited sponsorship for the total programs offered by both the City of Hailey and the Hailey Chamber on the 4th of July. The Hailey Chamber and the Mayor agreed on the following terms for sponsor procurement.

- Both organization would work to raise funds for 4th of July Activities.
- The Hailey Chamber would receive 1/3 of all sponsorships attained up to \$5,000 at which point the Hailey Chamber would no longer receive a share of the sponsorships.
- The Hailey Chamber took responsibility for ensuring sponsorship entitlements as well as developing a sponsorship program that included both events.

The attached documents outline the sponsorship package offered to Hailey businesses as well as the outline of duties assigned to each organization.

A total of \$17,300 was raised through the sponsorship program to support the 4th of July Events. Additional funds were raise through individual donations as well.



Hailey 4th of July Parade and Fireworks Sponsor Levels and Benefits

Benefits Description	Platinum	Gold	Silver	Bronze	Booster	Friend
Logo on 4th Street Banner	\$2,500 Yes	\$1,250	\$750	\$500	\$250	Under \$250
Parade Signage	Individual Banner in front of Parade	Individual Sign/Prominent and Individual Placement	Sign	Sign	Banner Listing	-
Parade Announcement	Multiple Individual Announcement/Ad	One Individual Announcement/ Ad	-	-	-	-
Parade Mention as Sponsor	Yes	Yes	Yes	Yes	Yes	Yes
Logo/Listing Newspaper Ads	Logo - Top Placement	Logo	Listing	Listing	Listing	-
Radio Advertisements - Voice Ad for Event and Fireworks	Representative to identify as a sponsor and voice ad	Representative to identify as a sponsor and voice ad	Mention	-	-	-
Radio Ad Mentions as Sponsor during interviews	Yes	Yes	Yes	-	-	-
Logo/Listing Event Poster	Logo - Top Placement	Logo	Listing	Listing	-	-
Logo on donation envelope	Yes	Yes	listing	listing	-	-
Logo/listing on web page	Yes - with link/Top Placement	Yes - with link	Listing with link	Listing	Listing	Listing
Parade Entry Fee	Complimentary	Complimentary	Complimentary	Complimentary	Complimentary	Complimentary

4th of July Sponsor Action Plan

Task	Task Manager - City of Hailey	Task Manager - Heather & Anna	Notes
Sponsor Letters - Tailored letter for over \$1000, generic for under	Rick to sign Hailey residents receive in utility bill. Rick to coordinate mailing to county.	Heather to develop. Chamber to address and send to businesses.	
Donation Envelopes for County Mailing		Chamber to assist City with finding organization to fold and stuff mailing.	
Donation Cans	City to provide cans.	Chamber will update cans. Distribute and collect revenue from cans and render to City.	Cans to be placed in business June 1st.
Poster	Review and approve poster	Chamber to work with designer to develop poster and print in-house.	
Website donations	City to set up website portal for donations	Chamber create link on chamber web for donations.	
Newsprint Ad	Review and approve	Coordinate, pay, and place ad.	
Sponsor announcement in parade		Create, pay for and Coordinate	
Radio Ads	Review schedule and approve	Coordinate ad schedule and schedule sponsors	
Distribution of funds	City of Hailey will collect all sponsorship funds and distribute 1/3 of collections up to \$5,000 to Hailey Chamber.		
Sponsor Signage	Approve	Coordinate, develop and place.	

2010

Business	Sponsor Level	Poster Logo	Signage	Money Received
Sawtooth Rangers	\$2,500	top placement	banner	Directly to the City
South Valley Merchant Alliance	\$2,500	top placement	banner	Directly to the City
COX	\$2,000	top placement	banner	Chamber check to City
Marketron	\$1,250	Medium	sign	Directly to the City
Mountain West Bank	\$1,250	Medium	sign	
Rocky Mountain Hardware	\$1,250	Medium	sign	
Power Engineers	\$1,250	Medium	sign	
Atkinsons Market	\$1,250	Medium	sign	
Zions Bank	\$1,250	Medium	sign	
Hailey Rotary	\$1,000	Medium	sign	Chamber check to City
US Bank	\$750	listing	banner	
DL Evans	\$500	listing	banner	
Idaho Power	\$300	listing	banner	Chamber check to City
Village At Hailey Center	\$250	listing	banner	Chamber check to City
Cash from donation jars	\$17,300			Cash to the City
	about \$450			

Highlighted are sponsorships solicited by Chamber.

- Check # 7811 for \$300 (Idaho Power)
- Check # 7761 for \$2250 (Cox \$2000, \$250 - The Village at Hailey Center)
- Check # 7810 for \$1000 (Hailey Rotary)

CITY OF HAILEY FIREWORKS ENDOWMENT FUND

YEAR DONATIONS	EXPENSES	INTEREST	ADMIN*	Tracking FW BALANCE	DATE
INITIAL	50,000.00			50,000.00	
2001	37,797.40	1,843.09	250.00	66,468.49	9/30/2001
2002	22,928.00	4,697.61	250.00	83,534.10	9/30/2002
2003	37,868.42	2,023.25	250.00	94,819.27	9/30/2003
2004	32,660.66	23,012.48	250.00	106,146.23	9/30/2004
2005	30,594.80	20,139.17	250.00	118,825.54	9/30/2005
2006	25,493.24	25,328.06	250.00	122,607.65	9/30/2006
2007	27,484.00	26,474.00	250.00	130,049.23	9/30/2007
2008	23,741.00	24,544.00	250.00	133,693.40	9/30/2008
2009	456.00	20,464.21	250.00	115,461.57	9/30/2009
2010	18,966.88	21,011.00	250.00	111,194.97	9/9/2010
2010 transfer					
TOTALS	257,990.40	223,311.42	2,500.00		
Transfer 9/9/10				111,194.97	
Payment to Chamber*	5,000.00			106,194.97	9/30/2010

*A request has been made to pay the Hailey Chamber \$5,000 for their assistance in garnering donations. This payment is pending Council approval.
 The Chamber succeeded in procuring \$8,500 from new sponsors.

CONTRACT FOR SERVICES
(City of Hailey and the Hailey Chamber of Commerce)

THIS CONTRACT FOR SERVICES ("Agreement") is made and entered into this 1st day of October, 2009, by and between the CITY OF HAILEY, an Idaho municipal corporation (hereinafter referred to as "Hailey") and the Hailey Chamber of Commerce, an Idaho non-profit corporation (hereinafter referred to as "Chamber").

RECITALS

A. Hailey is a resort city, as defined by Idaho Code § 50-1044, deriving the major portion of its economic well-being from businesses catering to recreational needs and the needs of people traveling to Hailey for an extended period of time;

B. Hailey has the authority to enter into contracts and to take such steps as are reasonably necessary to maintain the health, safety and welfare of the City which includes the promotion of its trade, commerce, and industry;

C. The voters of Hailey approved Hailey Ordinance Number 950, which imposes a local option tax pursuant to Idaho Code § 50-1044;

D. Taxes collected pursuant to such ordinance shall be used, among other things, for City promotion, visitor information, special events and economic development;

E. The Chamber has public relations abilities and is experienced in providing advertising and marketing services for the advancement of the trade, commerce, and industry of the tourism-based economy of Hailey;

F. The Chamber desires to create a strong economic climate, to provide tourism marketing and to provide the best possible information and service to Hailey area visitors, all of which are consistent with the purposes and findings of Ordinance No. 950;

G. It is in the best interest of the public health, safety, welfare, and prosperity of the City to provide general information to and encourage tourists to visit Hailey area by means of marketing and promotion and to participate in lawful activities which promote and enhance the trade, commerce and industry of the City. These activities are determined to be ordinary and necessary expenses for the economic well-being of Hailey and its residents and guests;

H. Hailey desires to contract with the Chamber for professional services to provide visitor information and the promotion and marketing of the City and its special events;

I. The parties acknowledge and agree that all funds paid to the Chamber under this Agreement shall be used to provide services for Hailey for the legitimate public purposes of promoting the Hailey area to attract visitors and businesses, providing information about the community for the benefit of visitors and businesses, operating a visitor information center,

increasing employment opportunities to the residents of Hailey, enhancing special events for residents and visitors and increasing tax revenues; and

J. Subject to the terms and conditions of this Agreement, the parties wish to enter into this agreement to provide the services described herein.

AGREEMENT

NOW THEREFORE, Hailey and the Chamber, for and in consideration of the recitals, mutual promises and covenants hereinafter set forth, do hereby agree as follows:

1. Consideration. In consideration for providing the services provided herein, Hailey agrees to pay Chamber the maximum sum of ~~SEVENTY-FOUR THOUSAND DOLLARS (\$74,000)~~. Subject to the terms and conditions set forth herein, quarterly installments shall be made within the fiscal year on or before January 25, 2010, and continuing on the 25th day of the first month of each quarter thereafter (April, July, and October), through the term of this Agreement.

Deleted: SIXTY-NINE THOUSAND DOLLARS (\$69,000)

2. Term. Unless terminated pursuant to Section 7(B) of this Agreement and notwithstanding the date of execution hereof, this Agreement shall be in effect from October 1, 2009, until September 30, 2010.

3. Scope of Services. The Chamber shall provide the following services:

A. Hailey Business Promotion and Special Events. The Chamber shall provide services to operate, manage, provide and supervise the distribution of visitor information to the general public and provide professional marketing services to promote the Hailey area in accordance with this Agreement. The Chamber shall advertise Hailey businesses in multi-media. The Chamber shall continue to advertise and increase advertising for current special events in Hailey, such as the Fourth of July activities, Northern Rocky Folk Festival, Trailing of the Sheep, and Holiday Parade. The Chamber shall actively promote and create at least one new special event in Hailey during periods when there are no special events within Blaine County. The Chamber shall coordinate existing events between the chambers of commerce in other Blaine County municipalities to avoid scheduling conflicts with different events.

Deleted: (Maximum payment-\$24,500).

B. Visitor Services. The Chamber shall provide literature, advertising, staff, supplies, equipment and support associated with an educational awareness program designed to promote the Hailey area as a destination for visitors. The Chamber shall develop, arrange and pay for the costs of printing, and distribute the literature necessary to promote the Hailey area to visitors. The Chamber shall also travel to and identify and conduct activities and programs encouraging potential visitors to use the Hailey area as a destination. The Chamber shall coordinate its activities in coordination with other visitor promotional entities. The Chamber shall lease space on Main Street, Hailey, Idaho or any other suitable location within the city and provide advertising for Hailey businesses, and brochures, maps and similar promotional materials for Hailey businesses for visitors. The Chamber shall also provide professional relocation and information packets for distribution by mail and other means. The Chamber shall

offer information and answer all inquiries from visitors and the general public and shall produce adequate supplies of brochures, pamphlets, fact sheets, and similar materials that can be handed out or mailed, free of charge to the public. Once a site is obtained, the Chamber will submit the hours of operation of the Center to the City for review and approval.

Deleted: (Maximum payment--\$13,000)

C. Town Improvement. The Chamber shall survey local merchants in Hailey to identify additional beautification and similar projects to be pursued in Hailey, other than the hanging baskets and event banners. The Chamber shall also survey and coordinate seasonal decorating within Hailey.

Deleted: (Maximum payment--\$9,000).

D. Web Site and Calendar. The Chamber shall upgrade the Chamber's website to be more user friendly and to provide additional information about Hailey's businesses, events and amenities.

Deleted: (Maximum payment--\$2,000).

E. Economic Development/Relocation for New Business. The Chamber shall actively recruit appropriate businesses to Hailey, including developing and maintaining a "Ready Team" who will contact all interested businesses, promote the relocation of a business and facilitate a business' relocation to Hailey.

F. Staffing: Continue to employ and develop an Assistant Director to assist the Executive Director in all Chamber activities. The amount established herein is based on matching costs/funds of the salary and payroll taxes for the new employee.

Deleted: (Maximum payment--\$20,500)

G. Fireworks Display and Fourth of July Activities Fundraising: The City of Hailey will pay the Hailey Chamber up to \$5,000 for its share of jointly raised funds for the Fourth of July festivities.

4. Budget, Annual Work Plan, Reports and Availability of Records.

A. Budget. Within thirty (30) days after the execution of this Agreement, the Chamber shall submit a final operating budget for the Chamber, which is satisfactory to Hailey, for the calendar year 2010, showing income, expenses and particular fund balances. The operating budget shall contain sufficient information and detail to permit meaningful review by the public.

B. Quarterly Reports. The Chamber shall submit a written quarterly performance report to the Hailey City Council on the services provided hereunder, as well as an accounting of the actual expenditures of Hailey funds in relation to the Budget. In addition, after the submittal of the written report, the Chamber shall present the quarterly performance report to the Hailey City Council at the next regular City Council meeting.

C. Monthly Reports. The Chamber shall keep a record of all written and oral inquiries received and all information distributed during the contract period for the services to be provided under this Agreement and shall submit a monthly statistical report to Hailey of these activities beginning on October 1, 2009, and continuing on the fifth business day of every month

thereafter during the term of this Agreement. The monthly reports shall be submitted to Hailey for the purpose of justifying and receiving quarterly payments.

D. Financial Accounting and Reporting Requirements. The Chamber shall submit to Hailey a year end financial statement which shall be prepared in a format that details the expenditure of Hailey funds paid to the Chamber under the terms of this Agreement. The City may request additional financial information it deems necessary or appropriate to assist the City in verifying the accuracy of the Chamber's financial records. Any duly authorized agents of the City shall be entitled to inspect and audit all books and records of the Chamber only for compliance with the terms of this Agreement. In the event the financial report indicates that funds were used for purposes not permitted by this Agreement, the Chamber shall remit the disallowed amount to Hailey within 30 days of notification by Hailey of such improper expenditures.

E. General Requests. Upon request, and within a reasonable time period, the Chamber shall submit any other information or reports relating to its activities under this Agreement to Hailey in such form and at such time as Hailey may reasonably require.

F. Retention of Records. The Chamber agrees to retain all financial records, supporting documents, statistical reports, client or membership records and contracts, property records, minutes, correspondence, and all other accounting records or written materials pertaining to this Agreement for three (3) years following the expiration or termination of this Agreement. Hailey, at its own expense, may review or audit the financial transactions undertaken by the Chamber under this Agreement to ensure compliance with the terms and conditions herein with reasonable prior notice and during the normal business hours of the Chamber.

5. Quarterly Payments. To receive payments for the services described in paragraphs 3(A) through (F) of this Agreement, inclusive, the Chamber shall submit the monthly reports described in paragraph 4(C) of this Agreement. ~~The quarterly sum to be paid to the Chamber shall not exceed the actual costs described in these reports, and aggregately shall not exceed the contract amount of \$74,000.~~

Deleted: Monthly

Deleted: . Hailey shall pay the Chamber, on a time and material basis, its actual costs of services and materials described in paragraphs 3(A) through (E) of this Agreement, inclusive, which sums shall not exceed the amounts specifically stated in paragraphs 3(A) through (E) of this Agreement, inclusive; provided, however,

Deleted: t

Deleted: maximum quarterly payment of \$17,250 per quarter

6. Record of Funds. In order to insure proper financial accountability, the Chamber shall maintain accurate records and accounts of all funds received from Hailey, keeping such accounts and records separate and identifiable from all other accounts, and making such accounts and records available to the City during normal business hours, on request of the City. Compliance with this provision does not require a separate bank account for the funds. The funds paid to the Chamber by Hailey shall be expended solely for operations and activities in conformance with this Agreement. Further, no such funds shall be transferred, spent, loaned or encumbered for other Chamber activities or purposes other than for operations and activities in conformance with this Agreement.

7. Miscellaneous Provisions.

A. Notices. All notices to be served pursuant to this Agreement or which are served with regard to this Agreement shall be sent by certified mail, return receipt, to the parties at the following addresses:

City of Hailey	Hailey
Chamber of Commerce	
115 Main Street So.	P.O. Box 100
Hailey, Idaho 83333	Hailey, Idaho
83333	

All notices of changes of addresses shall be sent in the same manner.

B. Termination. The parties hereto covenant and agree that in the event Hailey, in its sole and absolute discretion, lacks sufficient funds to continue paying for Chamber's services under this Agreement, Hailey may terminate this Agreement without penalty upon thirty (30) days written notice. Upon receipt of such notice neither party shall have any further obligation to the other. In the event of early termination of this Agreement, the Chamber shall submit a report of expenditures to Hailey. Any Hailey funds not encumbered for authorized expenditures at the date of termination shall be refunded to Hailey within twenty (20) days.

C. Independent Contractor. Hailey and Chamber hereby agree that the Chamber shall perform the Services exclusively as an independent contractor and not as employee or agent of Hailey. The Parties do not intend to create through this Agreement any partnership, corporation, employer/employee relationship, joint venture or other business entity or relationship other than that of independent contractor. Chamber, its agents and employees shall not receive nor be entitled to any employment-related benefits from Hailey including without limitation, workers compensation insurance, unemployment insurance, health insurance, retirement benefits or any benefit that Hailey offers to its employees. Chamber shall be solely responsible for the payment of all payroll and withholding taxes for amounts paid to Chamber under this Agreement and for Chamber's payments for work performed in performance of this Agreement by Chamber, its agents and employees; and Chamber hereby releases, holds harmless and agrees to indemnify Hailey from and against any and all claims or penalties, including without limitation the 100% penalty, which in any manner relate to or arise from any failure to pay such payroll or withholding taxes.

D. Compliance With Laws/Public Records. Chamber, its agents and employees shall comply with all federal, state and local laws, rules and ordinances. This Agreement does not relieve Chamber of any obligation or responsibility imposed upon Chamber by law. Without limitation, Chamber hereby acknowledges that all writings and documents, including without limitation email, containing information relating to the conduct or administration of the public's business prepared by Chamber for Hailey, regardless of physical form or characteristics may be public records pursuant to Idaho Code §§ 9-337 *et seq.* The Chamber further acknowledges that, subject to certain limitations, the public may examine and take a copy of all such public writings and records. Accordingly, Chamber shall maintain such writings and records in such a manner that they may readily identified, retrieved and made

available for such inspection and copying.

D. Non-assignment. This Agreement may not be assigned by or transferred by the Chamber, in whole or in part, without the prior written consent of Hailey.

E. Hold Harmless Agreement. The Chamber shall indemnify, defend and save and hold harmless Hailey, its officers, agents, and employees, from and against any and all claims, loss, damages, injury or liability, including but not limited to, the misapplication of Hailey funds, state or federal anti-trust violations, personal injury or death, damages to property, liability arising out of the use of materials, concepts, or processes protected by intellectual property rights and liens of workmen and material men, howsoever caused, resulting directly or indirectly from the performance of the Agreement by the Chamber.

F. Entire Contract. This Agreement contains the entire contract between the parties hereto and shall not be modified or changed in any manner, except by prior written contract executed by both parties hereto.

G. Succession. This Agreement shall be binding upon all successors in interest of either party hereto.

H. No Third Party Beneficiaries. This Agreement shall not create any rights or interest in any third parties.

I. Law of Idaho. This Agreement shall be construed in accordance with the laws of the State of Idaho.

J. Severability. If any clause, sentence, or paragraph of this Agreement is held by a court of competent jurisdiction to be invalid for any reason, such decision shall not affect the remaining portions, and the parties do now declare their intention that each such clause, sentence, or paragraph of this Agreement is a separate part hereof.

K. Preparation of Contract. No presumption shall exist in favor of or against any party to this Agreement as a result of the drafting and preparation of the document.

L. No Waiver. No waiver of any breach by either party of the terms of this Agreement shall be deemed a waiver of any subsequent breach of the Agreement.

M. Attorney's Fees. In the event either party hereto is required to retain counsel to enforce a provision of this Agreement, to recover damages resulting from a breach hereof or if either party defaults in the performance of this Agreement, the prevailing party shall be entitled to recover from the other party all reasonable attorney's fees incurred herein or on appeal.

N. Conflict of Interest. No officer or director of the Chamber who has decision making authority either by himself or by vote, and no immediate family member of such individual, shall have a direct pecuniary interest in any contract or subcontract for work to

be performed in connection with this Agreement. The Chamber shall incorporate or cause to be incorporated in all such contracts, a provision prohibiting such interest pursuant to this provision.

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

CITY OF HAILEY

**HAILEY CHAMBER OF
COMMERCE**

Rick Davis, Mayor

Heather Lamonica Deckard, Executive Director

Deleted: Jim Spinelli, Executive Director

Dale Ewersen, Board President

Deleted: Lisa Emerick

ATTEST:

Mary Cone
City Treasurer/Clerk

AGENDA ITEM SUMMARY

DATE: 9/27/10 DEPARTMENT: PW DEPT. HEAD SIGNATURE: 

SUBJECT: Council review of the revised Leak Repair Refund Policy

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

This policy was previously approved in 2007 to address the problem of excessive water use leading to increased water bills due to a leak in the customer's water service, irrigation system or interior plumbing. Previous to the installation of meters there was no way to determine where water use was excessive due to leaks. Recognizing that a leak was an unanticipated problem the PW Department set up this policy to address citizen's concerns that they would have a high bill to pay due to this problem. However, to avoid having a leak repair drag on there was a time limit placed on how much of a refund would be given.

We are now adding a section to the policy to address the concern of citizens that a leak in the winter leads to a high sewer bill for the next year. The highlighted section addresses this concern as well as the concern of preventing freezing water lines.

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

ADMINISTRATIVE COMMENTS/APPROVAL:

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

ACTION OF THE CITY COUNCIL:

Date _____

City Clerk _____



CITY OF HAILEY

Public Works Department

Leak Repair Refund Policy

Utility Billing

It is unlawful for any water user to waste water or allow water to be wasted by leaky water stops, valves, joints or pipes that are not under the jurisdiction of the city, or to permit the malicious or willful consumption of water from the municipal water system.

City Ordinance 13.08.030 Water Conservation

Operating in conjunction with this ordinance, the City of Hailey Public Works Department has developed the following internal policy:

Policy

Customers who have made repairs within a reasonable time period shall be reimbursed for excessive charges accumulated due to a leak according to the following:

- Customers will be informed of the policy of reimbursement by the Utility Billing Department with either a phone conversation or letter informing them of the possibility of a leak. Phone conversations will be documented in Customer Notes in Caselle.
- Customers who request reimbursement to their account due to excessive charges will be reimbursed as follows:
 1. Repairs made within 30 days of notice will receive 100% credit back to average use.
 2. Repairs made within 60 days of notice will receive 50% credit back to average use.
 3. Repairs made after 60 days will not be eligible for credit.
- The assessment of water rate credits will be determined only after a full month's billing subsequent to the repair being completed.
- Credit assessment will be based on the previous year's month of water usage prior to the leak unless the data is unavailable, then discretion will be used for a maximum of two months to be adjusted.

REFUND POLICY

- Winter leaks will require an adjustment to the accounts sewer rate in April, in compliance with the sewer rate ordinance. The sewer rate is not subject to the 30/60 day repair deadline.

Procedures

- Leaks are reported to the Utility Billing Department by the customer or after being revealed through monthly meter reading by the Water Department or through the monthly perusal of account activity for billing purposes by the Utility Billing Clerk.
- If there is evidence of a leak, a leak test will be performed for verification.
- If the customer did not initiate this notification of a leak, a phone call will be made or a letter is sent to:
 1. Notify the customer of the leak
 2. Inform the customer of the violation of City Ordinance 13.08.030
 3. Request a prompt repair of the leak.
 4. An allowance will be made for winter weather conditions:
 - A. Leak repair is to be completed by May 1st following the winter season. Unless unusual weather does not permit this due date.
 - B. Customers will continue to be charged according to the water rate table. Credit will be made only after leak is repaired. Notes on customer tab will advise Clerks Office staff to not shut off due to non payment and customer will be advised to make a minimum payment per month until credit is determined.
 5. Phone conversations and/or letter will be documented in phone log and location notes.
- Leak letters or phone call notes and potential sewer rate adjustments are put into a tickler system for follow-up and additional letters, or citations when deemed necessary.
- The customer is responsible to notify the Utility Billing Department once the leak has been repaired, and then another leak test is performed for verification.

REFUND POLICY

- A detailed note about the leak shall be recorded in the "location" tab and again once the leak is repaired. Detailed notes shall be made in the "customer" tab at each step of this process recording conversations with the customer. Once the repair is complete a note will be made in the "customer" tab of the amount of adjustment(s) due to leak repair.

Sewer Rate Adjustment

- When the leak occurs in the sewer calculation period (five months of winter November – March) it is necessary to make the appropriate adjustment to the new sewer rate calculation upon April's auto rate change. These accounts will be tracked in a tickler system.

1. Sewer adjustment will either be set to the non metered base rate or to actual current year's average use (A minimum of 3 months of no leak usage must show in order to determine a current year average) or to the previous year's average usage, whichever of these three is less.

- Customers that repair a winter leak with no notice to us must notify the Utility Billing department of this winter leak no later than June 15th in order to receive sewer rate adjustments following the April sewer rate adjustment period. Notifications after June 15th will receive a maximum of two months credit and adjusted to the non metered base rate or to actual current year's average use. Evidence of a repair bill may be requested.

- Customers who need to run water during the winter to prevent freezing must provide evidence that:

1. freezing has been a problem in the past
2. the excessive water has not been directed to the sewer system

- Customers running water to prevent freezing will be adjusted to the non-metered base rate.

Policy Approval

Mayor

Date

