

October 12, 2011.

RECEIVED  
OCT 14 2011

Mr. Hellen  
City of Hailey  
115 Main St. S.  
Hailey, ID 83333

Re: Task Order No. 3; Technical Review and Permit Comment Letter

Dear Mr. Hellen,

Enclosed are two signed originals of the above mentioned Task Order between HDR Engineering, Inc. and the City of Hailey, Idaho. Please sign both copies and return one original to the Boise HDR Engineering, Inc. office at the address below. Per your authorization on October 12, 2011, we have begun work on chargeable activities related to this task order in order to meet the October 21, 2011 deadline.

Should you have any questions, please feel free to contact me at 208-387-7022.

Sincerely,

HDR ENGINEERING, INC.



Haley Falconer  
Project Manager

**EXHIBIT A**  
**TASK ORDER NO. 3**  
**TECHNICAL REVIEW AND PERMIT COMMENT LETTER**  
**FOR THE CITY OF HAILEY**

This Task Order pertains to an Agreement by and between City of Hailey, Idaho, ("OWNER"), and HDR Engineering, Inc. ("ENGINEER"), dated August 10, 2009, ("the Agreement"). Engineer shall perform services on the project described below as provided herein and in the Agreement. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall supplement the Agreement as it pertains to the project described below.

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## **BACKGROUND**

The City of Hailey currently discharges treated water from the Woodside Wastewater Treatment Plant to the Big Wood River permitted under the National Pollutant Discharge Elimination System (NPDES) program. The City of Hailey's current NPDES permit expired June 12, 2006 and the City operates under an administratively extended permit.

Based on the TMDL and initial indications from EPA, the next NPDES permit issued to the City of Hailey could include lower effluent phosphorus concentration limits, lower bacteria limits, and other changes which could lead to expensive infrastructure modifications.

The purpose of this effort is to provide the City of Hailey with technical support and information to include in a comment letter regarding the errata issued on the Big Wood River TMDL. The work completed in this scope will provide the City of Hailey an understanding of the potential impacts of the errata.

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## **PROPOSED SCOPE OF SERVICES**

The proposed scope of services include continued support to the City of Hailey related to the Big Wood River TMDL, specifically the recently released errata. This scope of services addresses a phase of this process which was triggered by recent activities by the regulatory agencies. The proposed scope of Consultant services includes the following task.

### **TASK 100 - PROJECT MANAGEMENT AND PUBLIC COMMENT ON BIG WOOD RIVER TMDL E. COLI ERRATA**

#### **Objective**

The objective of this task is to continue strengthening the City of Hailey's technical position related to their NPDES permit by writing a comment letter to respond to DEQ's *E. coli* errata. DEQ's issuance of errata for the *E. coli* bacteria TMDL wasteload allocation is a positive step toward correcting errors in the TMDL. This task will also provide scope, schedule, and cost control services and includes project coordination phone calls.

#### **Approach**

- Monitor team scope, budget, and schedule; delegate task assignments and responsibilities by discipline; and coordinate issues with City of Hailey's Project Manager.
- Up to two 1-hour conference calls between HDR's project manager, HDR's project principal, and City of Hailey.

- Prepare a progress report and invoice that summarize the work progress to date, the budget expenditures to date, and identify any information requirements or decisions for the City of Hailey.
- Review the *E. coli* errata released by DEQ for public comment to understand the potential implications to the City's future NPDES permit.
- Prepare a draft technical comment letter for review by the City of Hailey that includes:
  - Clarifying the language regarding the *E. coli* wasteload allocation correction.
  - Continuing to document additional technical errors and issues within the Big Wood River TMDL specifically with respect to total phosphorus and total suspended solids.
  - Including these comments within the public record.
- Address technical comments provided by the City of Hailey.
- Prepare final draft technical comment letter on the *E. coli* errata.

#### **City Involvement**

- Review the draft comment letter within 3 days and provide one consolidated, unconflicting set of comments.
- Receive final draft technical comment letter prepared by HDR and submit the final comment letter on behalf of the City of Hailey to DEQ by the October 21, 2011 deadline.

#### **Assumptions**

- Monthly progress reports for the duration of the project (see Project Schedule).
- If the scope changes during the life of the project, modification to the original contract agreement will be required per the terms and conditions of the agreement.
- Invoice format will follow standard format by the Consultant.

#### **Deliverables**

- Draft comment letter on *E. coli* errata (Microsoft Word file).
- Final draft comment letter on *E. coli* errata (Microsoft Word file).

**PROJECT SCHEDULE**

**TECHNICAL REVIEW AND PERMIT COMMENT LETTER  
FOR THE CITY OF HAILEY**

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

<b>Task</b>	<b>Schedule</b> (Assuming NTP October 11, 2011)
Task 100 – Project Management and public comment on Big Wood River TMDL E. Coli errata	October 11, 2011 through October 21, 2011

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

**COMPENSATION**

**TECHNICAL REVIEW AND PERMIT COMMENT LETTER  
FOR THE CITY OF HAILEY**

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

<b>Task</b>	<b>Budget</b>
Task 100 – Project Management and public comment on Big Wood River TMDL E. Coli errata	\$8,900
<b>TOTAL</b>	<b>\$8,900</b>

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

This Task Order is executed this 18 day of October, 2011.

City of Hailey, Idaho

HDR ENGINEERING, INC.

"OWNER"

"ENGINEER"

BY:

Richard Davis

BY:

Karen M. Doherty

NAME:

RICHARD DAVIS

NAME:

Karen M. Doherty, P.E.

TITLE:

MAYOR, CITY OF HAILEY

TITLE:

Vice President

ADDRESS:

115 Main St. S.

ADDRESS:

412 E. Parkcenter Blvd  
Suite 100

Hailey, ID 83333

Boise, ID 83706

TELEPHONE:

208-788-4221

TELEPHONE:

(208) 387-7000

# City of Hailey

115 MAIN STREET SOUTH, SUITE H  
HAILEY, IDAHO 83333  
October 21, 2011

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

Ms. Marti Bridges  
TMDL Program Manager  
Idaho DEQ State Office  
1410 N. Hilton  
Boise, ID 83706

RE: Comments on the *Errata to the Big Wood River Watershed Management Plan (aka TMDL) of 2002*

Dear Ms. Bridges:

Thank you for the opportunity to publicly comment on the *Errata to the Big Wood River Watershed Management Plan (aka TMDL) of 2002*, issued by the Idaho Department of Environmental Quality (DEQ), dated September 2011.

The City of Hailey agrees with the change in Table XX to set the *E. coli* target to 126 cfu/100mL and to be consistent with the State of Idaho Water Quality Standards and the City of Hailey's existing NPDES permit limit. The City of Hailey also takes no exception to the change in Table XX of the annual mean flow to 6.19 cfs. We would, however, note that the City of Hailey's draft facility planning document (June 2011) references an annual mean flow of 2.48 cfs. The City of Hailey suggests that DEQ provide citations in the footnote to Table XX referencing the sources for the annual mean flows for the cities of Hailey, Ketchum, and Meadows. The City of Hailey also asks that the flows, whether as shown in the TMDL, the *errata*, or otherwise cited, then be used consistently in all tables throughout the *Big Wood River Watershed Management Plan*.

The need for the *errata* is related to the application of incorrect methodology to calculate the load capacity for *E. coli*. Additional *errata* are also needed for total suspended solids and total phosphorus. These errors have been recognized in the following documents:

- EPA's original comments to the *Big Wood River Watershed Management Plan* indicated that the TMDL "has some serious problems" and "specific WLAs (wasteload allocations) for these facilities were not included" (DEQ, 2002. *The Big Wood River Watershed Management Plan*, p.168). These comments have not been resolved, including the changes addressed by this September 2011 *errata*.
- DEQ's *Post-TMDL Assessment of the Big Wood River (Segment 2) for The Big Wood River Watershed Management Plan* concludes the total phosphorus WLA could be increased without impacting the Big Wood River (DEQ, 2003. *Post-TMDL Assessment of the Big Wood River (Segment 2)*, p36).
- The *Review of Big Wood River TMDL Technical Memorandum* prepared by HDR Engineering for the City of Hailey, dated March 3, 2010, states that concentrations of total suspended solids and total phosphorus are "driven by upstream watershed conditions

that are unrelated to point source discharge loadings and non-point sources in the upper watershed contribute significantly to (the observed conditions in the Big Wood River)” (HDR, 2010. Review of Big Wood River TMDL Technical Memorandum, p.23).

- DEQ’s April 25, 2011 letter to EPA, Subject: City of Hailey WWTP Permit and Big Wood River TMDL states that the EPA approved TMDL was “an ‘informational’ TMDL analysis” and that “[t]he EPA approved Big Wood River TMDL (May 15, 2002) does not include approvals for total phosphorus, *E. coli*, or sediment for WQLS 2483, which is the reach that the Hailey Woodside Wastewater Treatment Plant discharges to.” The letter continues, “[t]his is consistent with the fact that this segment was not impaired and therefore DEQ was not seeking approval of allocations presented for facilities within this stretch of the river” (DEQ, 2011. Subject: City of Hailey WWTP Permit and Big Wood River TMDL, p.1).

Based on these analyses and comments, the City of Hailey asks DEQ to revisit the load capacity and subsequent wasteload allocations for total suspended solids and total phosphorus in the *Big Wood River Watershed Management Plan*. The City of Hailey also asks DEQ to issue additional *errata* regarding the wasteload allocations for total phosphorus and total suspended solids in the TMDL based on the wastewater treatment facilities existing NPDES permitted loads and equitable distribution of the reductions between point sources and nonpoint sources. The current tables in the TMDL are shown below along with corresponding revised wasteload allocations and concentration targets (highlighted in the revised tables) that could be presented as *errata* to the TMDL for total phosphorus and total suspended solids.

The starting point for developing wasteload allocations should be the permitted loads rather than the reported discharges from the facilities. Using the permitted loads would still meet the no net increase requirement as these loads have already historically been permitted whether used by the facilities or not. Basing the wasteload allocations on historical treatment performance instead of previous permitted loads is more restrictive than necessary to meet the available load capacity for the Big Wood River. Instead, any changes in permitted loads should be based on the loading capacity of the Big Wood River. The Big Wood River has the loading capacity to continue the existing permitted loads for total suspended solids. The TMDL indicates that the Big Wood River does not have the loading capacity to continue the existing permitted loads for total phosphorus. Reductions in load allocation and wasteload allocations based on meeting the loading capacity of the Big Wood River is reflected in the revised tables below.

### Total Suspended Solids

Current: Table RR. Mainstem Big Wood River TSS Loading Capacities per Unit

Unit	Segment Boundary	WQLS No.	Annual Mean Flow (cfs)	TSS (WLA + LA)	
				TARGET (mg/L)	L.C. (t/yr)
2	BWR-2 NPS	2483	266.05	25.0 (10.9)	6,670.9
	BWR-2 Hailey		2.475	-(1.36)	3.3
	BWR-2 Ketchum		3.821	-(7.04)	26.5
	BWR-2 Meadows		0.15	-(4.0)	0.6
	BWR-2 TOTAL		272.5	25.0 (10.9)	6,701.3

Revised: Table RR. Mainstem Big Wood River TSS Loading Capacities per Unit

Unit	Segment Boundary	WQLS No.	Annual Mean Flow (cfs)	TSS (WLA + LA)	
				TARGET (mg/L)	L.C. (t/yr)
2	BWR-2 NPS	2483	266.05	24.9	6,511.1
	BWR-2 Hailey		2.475	30.0	73.0
	BWR-2 Ketchum		3.821	30.0	122.8
	BWR-2 Meadows		0.15	30.0	4.4
	BWR-2 TOTAL		272.5	25.0	6,701.3

Current: Table BBB. Mainstem Big Wood River TSS TMDL and Allocations

Unit	Segment Boundary	WQLS No.	TMDL (tons/yr)	WLAs (tons/yr)	LAAs (tons/yr)	Nat Bk 10% (tons/yr)	MOS 10% (tons/yr)	% Red
2	BWR-2	NPS	6,670.9	0.0	5,330.7	670.1	670.1	0.0%
		Hailey	3.3	3.3	-	-	-	
		Ketchum	26.5	26.5	-	-	-	
		Meadows	0.6	0.6	-	-	-	
		2483	6,701.3	30.4	5,330.7	670.1	670.1	

Revised: Table BBB. Mainstem Big Wood River TSS TMDL and Allocations

Unit	Segment Boundary	WQLS No.	TMDL (tons/yr)	WLAs (tons/yr)	LAAs (tons/yr)	Nat Bk 10% (tons/yr)	MOS 10% (tons/yr)	% Red
2	BWR-2	NPS	6,511.1	0.0	5,170.9	670.1	670.1	0.0%
		Hailey	73.0	73.0	-	-	-	
		Ketchum	122.8	122.8	-	-	-	
		Meadows	4.4	4.4	-	-	-	
		2483	6,701.3	200.2	5,170.9	670.1	670.1	

### Total Phosphorus

Current: Table VV. Mainstem Big Wood River TP Loading Capacities per Unit

Unit	Segment Boundary	WQLS No.	Annual Mean Flow (cfs)	TP (WLA + LA)	
				TARGET (mg/L)	L.C. (lb/day)
2	BWR-2 NPS	2483	266.05	0.050 (-)	56.0
	BWR-2 Hailey		2.475	- (0.39)	5.2
	BWR-2 Ketchum		3.821	- (0.48)	9.9
	BWR-2 Meadows		0.15	- (2.891)	2.3
	BWR-2 TOTAL		272.5	0.05 (0.037)	73.4

Revised: Table VV. Mainstem Big Wood River TP Loading Capacities per Unit

Unit	Segment Boundary	WQLS No.	Annual Mean Flow (cfs)	TP (WLA + LA)	
				TARGET (mg/L)	L.C. (lb/day)
2	BWR-2 NPS	2483	266.05	0.033	47.3
	BWR-2 Hailey		2.475	0.72	9.6
	BWR-2 Ketchum		3.821	0.72	14.8
	BWR-2 Meadows		0.15	2.05	1.7
	BWR-2 TOTAL		272.5	0.050	73.4

**Current:** Table FFF. Mainstem Big Wood River TP TMDL and Allocations

Unit	Segment Boundary	WQLS No.	TMDL (lb/day)	WLAs (lb/day)	LAs (lb/day)	Nat Bk 10% (lb/day)	MOS 10% (lb/day)	% Red
2	BWR-2	NPS	56.0	-	41.4	7.3	7.3	0.0%
		Hailey	5.2	5.2	-	-	-	
		Ketchum	9.9	9.9	-	-	-	
		Meadows	2.3	2.3	-	-	-	
		2483	73.4	17.4	41.4	7.3	7.3	

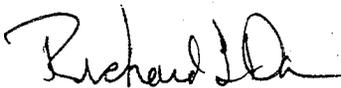
**Revised:** Table FFF. Mainstem Big Wood River TP TMDL and Allocations

Unit	Segment Boundary	WQLS No.	TMDL (lb/day)	WLAs (lb/day)	LAs (lb/day)	Nat Bk 10% (lb/day)	MOS 10% (lb/day)	% Red
2	BWR-2	NPS	47.3	-	32.7	7.3	7.3	Approximately 30%
		Hailey	9.6	9.6	-	-	-	
		Ketchum	14.8	14.8	-	-	-	
		Meadows	1.7	1.7	-	-	-	
		2483	73.4	26.1	32.7	7.3	7.3	

The reviews cited and the values as shown in the revised tables demonstrate the need for *errata* for total suspended solids and total phosphorus. The revised values presented in this letter are more consistent with the actual loading capacity and water quality goals of the Big Wood River.

The City of Hailey is committed to protecting the water quality of the Big Wood River by operating the Woodside Wastewater Treatment Plant in a manner that meets or exceeds the requirements of our NPDES permit. The City of Hailey's goal is to work with the public, DEQ, and EPA to set appropriate and protective standards based on Idaho's water quality criteria for the Big Wood River as incorporated into future NPDES permits, while providing affordable wastewater services to our community.

Sincerely,



Richard L. Davis  
Mayor

cc: Mayor and City Council  
City Administrator  
City Engineer



AGENDA ITEM SUMMARY

DATE: 10/24/2011

DEPARTMENT: Legal

DEPT. HEAD SIGNATURE: \_\_\_\_\_

SUBJECT:

Chapter 11 Fee Agreement and Resolution No. 2011-38

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

I am enclosing a fee agreement with Randy French for his representation in the Old Cutters Chapter 11 bankruptcy and resolution.

Ned

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (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 Chapter 11 Fee Agreement and to authorize the mayor to sign, and motion to approve Resolution No. 2011-\_\_ and to authorize the mayor to sign.

FOLLOW-UP REMARKS:

**CITY OF HAILEY**  
**RESOLUTION NO. 2011-38**

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY  
AUTHORIZING THE EXECUTION OF THE CHAPTER 11 FEE AGREEMENT WITH  
RANDALL FRENCH**

WHEREAS, the City of Hailey desires to enter into a contract for services with Randall French, Esq. to perform legal services relating to a Chapter 11 bankruptcy filed by Old Cutters Inc.; and

WHEREAS, the City of Hailey and Randall French have agreed to the terms and conditions of the Chapter 11 Fee Agreement, 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 attached Chapter 11 Fee Agreement, a copy of which is attached hereto, and that the Hailey Mayor is authorized to execute the attached Chapter 11 Fee Agreement.

Passed this 24th day of October, 2011.

City of Hailey

\_\_\_\_\_  
Richard L. Davis, Mayor

ATTEST:

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

## CHAPTER 11 FEE AGREEMENT

This agreement is entered into between the law firm of BAUER & FRENCH, a partnership composed of CHARLES B. BAUER, P.C. and RANDAL J. FRENCH, P.C.; hereinafter referred to collectively as "the Law Firm" and the City of Hailey, hereinafter referred to as "Client." Client hereby agrees to hire the Law Firm to perform legal work on Client's behalf.

1. **REPRESENTATION.** Client hires the Law Firm to represent Client in the following matters: representing the City of Hailey as a creditor in the Chapter 11 Reorganization, filed by Old Cutters, Inc. and to defend its lien arising out of that Annexation, Services and Development Agreement dated April 10, 2006, as subsequently amended, and to defend the amount of its claim. Old Cutters Inc. stated in its bankruptcy filing that it disputed the enforceability of many of the terms and conditions of the Annexation Agreement, and therefore disputed that it was liable for any amount due to the City of Hailey.

2. **WORK PERFORMANCE.** The Law Firm employs attorneys and staff who may be assigned responsibilities in and for the Client's case. Such assignments shall be in the Law Firm's discretion and shall be billed at the regular hourly rates for those attorneys.

3. **FEES.** Law Firm has agreed to accept Client's case on the following terms. Client agrees to pay to Randal J. French, P.C. \$225 per hour for all services rendered by Randal J. French, and associates of the firm at their normal hourly rates. The City of Hailey shall immediately pay to the Randal J. French Trust Account an Evergreen Retainer of \$5,000.00, against which Law Firm will bill for the time expended each month. Law Firm will pay the amount billed from the retainer. The City of Hailey shall pay to the trust account the entire amount billed each month. In that way, after payment of the current bill, the retainer will stay at \$5,000, or such increased amount as may be appropriate. At the conclusion of the representation, Law Firm will pay the balance due for any remaining fees and costs from the retainer and refund the balance to the City of Hailey. If there is any balance due in excess of the Retainer, the City of Hailey will pay that amount in full within fifteen days.

4. **BILLING.** The Law Firm agrees to provide regular statements showing the work done, the time spent, and the charges incurred, together with an explanation of any costs incurred on behalf of Client, and any deductions from the retainer or Client funds being held in trust. Failure to provide such statements shall not affect Client's obligation to pay for legal services rendered. Law Firm will pay itself all amounts billed from that trust balance. Client will, immediately upon receipt of the statement showing all amounts billed, and in no event later than fifteen days of each billing, pay to Randal J. French Trust Account an amount equal to all amounts Law Firm bills for fees for services rendered and costs incurred. In the event that Old Cutter begins litigation that takes a substantial amount of time, Law Firm reserves the right to require a larger retainer.

5. **COSTS.** From time to time, Law Firm may, in its discretion, incur ordinary and necessary expenses in the course of representing Client for items such as long distance telephone calls, special photocopying, fax transmission, travel, lodging, and meals. Similarly, some

matters require substantial ancillary services, such as computerized legal research. Also, we may need to retain experts, such as real estate appraisers. Attorney may request Client to pay costs directly or to fund them in advance. Law Firm reserves the right to advance payment for such expenses on Client's behalf, and obtain reimbursement from Client for such costs. If substantial cost is to be incurred, Law Firm will normally provide prior notice to Client, except in exigent circumstances. Any lack of notice will not affect Client's liability for such costs, so long as such costs are ordinary and necessary in the pursuit of Client's case. These charges, if incurred on your behalf, may be itemized as "costs" on our statements, and payment will be due upon receipt of the billing. Some costs, such as those for investigators, travel, or expert witness fees, will normally be paid directly from our trust account from funds Client will provide after consultation with Law Firm regarding such costs.

6. **LATE PAYMENTS.** In the event that Client fails to pay to the Randal J. French Trust Account the total amount billed for legal fees and costs within thirty days of billing, Client agrees that *a monthly interest charge may be added to the balances that remain unpaid after thirty (30) days.* In the unlikely event that the Law Firm is required to institute legal proceedings to collect fees and costs owed by Client, the prevailing party will be entitled to reasonable attorneys' fees and costs of collection.

7. **TERMINATION.** Both parties reserve the right to terminate this agreement on written notice to the other party. In the event of termination, Client agrees to immediately pay the Law Firm, forthwith, all sums due the Law Firm pursuant to this agreement.

8. **JURISDICTION.** This agreement shall be governed by the laws of Idaho. Each party submits to the jurisdiction of the state of Idaho for any proceedings under this agreement.

9. **RIGHT TO RETAIN.** In the event of an unpaid outstanding balance due to Law Firm for attorneys fees or costs hereunder, Law Firm shall have the right to retain all papers and files of the Client until all outstanding fees and costs are paid, or appropriate arrangements are made satisfactory to the Law Firm.

DATED:

DATED:

CITY OF HAILEY

BAUER & FRENCH

By  
its

Randal J. French,  
Pres. Of Randal J. French, P.C., Partner of  
Bauer & French

AGENDA ITEM SUMMARY

DATE: 10/24/11 DEPARTMENT: Legislative DEPT. HEAD SIGNATURE: HD

**SUBJECT:**

Contract with Hailey Chamber of Commerce for expense of \$61,000 in LOT funds for various services during fiscal year 2011/2012.

**BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:**

This draft contract for services is very similar in structure to last year's contract.

During last year's City Strategic Planning session, in which the Chamber was a participant, we identified that establishing and improving performance measures would be in the city's best interests, establishing a firm plan and the funder's trust that specific accomplishments will be made. This contract includes such performance measures worked on by administration, community development, and chamber officials.

The primary change between this year's contract and previous contracts is that the salary dollars are removed from a stand-alone line item and included in the service provision sections of the contract. Some services, such as downtown beautification, have been reduced due to a decrease in funding to the chamber.

**FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:**

Caselle # _____	
Budget Line Item # _____	YTD Line Item Balance \$ _____ 6 _____
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:**

Chamber officials and City Staff both recommend to the Hailey City Council adoption of this contract for services.

**FOLLOW-UP REMARKS:\***

**CITY OF HAILEY  
RESOLUTION NO. 2011-39**

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY  
AUTHORIZING THE EXECUTION OF A CONTRACT FOR SERVICES WITH  
HAILEY CHAMBER OF COMMERCE**

WHEREAS, the City of Hailey desires to enter into an agreement with the Hailey Chamber of Commerce (Chamber) under which Chamber will perform economic development services with the City of Hailey utilizing Local Option Tax funds.

WHEREAS, the City of Hailey and Chamber 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 Hailey Chamber of Commerce and that the Mayor is authorized to execute the attached Agreement,

Passed this 24th day of October, 2011.

City of Hailey

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Richard L. Davis, Mayor

ATTEST:

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Mary Cone, City Clerk

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

THIS CONTRACT FOR SERVICES ("Agreement") is made and entered into this 24th day of October, 2011, 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 SIXTY ONE THOUSAND DOLLARS (\$61,000). Subject to the terms and conditions set forth herein, quarterly installments shall be made within the fiscal year on or before January 25, 2011, and continuing on the 25<sup>th</sup> day of the first month of each quarter thereafter (April, July, and October), through the term of this Agreement.

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, 2011, until September 30, 2012.

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, including but not limited to the Fourth of July activities, Northern Rocky Folk Festival, and Trailing of the Sheep. The Chamber shall actively strategize the development of new events and/or the expansion of existing events. The Chamber shall coordinate existing and/or events between the chambers of commerce in other Blaine County municipalities to avoid scheduling conflicts with different events. (Maximum payment \$21,000)

1. Action Items:

- i. Social Media postings and event calendar listings.
- ii. Local and regional advertising.
- iii. Hailey Special Events – coordinate with local businesses and City to produce, improve and market local events.
- iv. Develop a multi-media approach to Hailey area marketing.

2. Reporting items:

- i. Number and placement of ads.
- ii. List of events supported by the Hailey Chamber.
- iii. Number of attendees of each event held.
- iv. Number of sponsors.
- v. Number of volunteer hours.

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 inquires 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. (Maximum payment \$23,000)

Action Items:

- vi. Maintain relevant Visitors Center hours of operation.
- vii. Provide access to information through Visitors Center and online resources.
- viii. Provide referrals to Hailey Businesses.
- ix. Produce current visitor informational pieces and relocation packets.

Reporting Items:

- x. Costs to maintain Visitors Center.
- xi. Track visitor inquiries,
- xii. Track number of visitors to center.
- xiii. Track location and distribution volume of brochure distribution points.

C. Town Improvement. The Chamber shall coordinate the downtown Main Street flower basket program. (Maximum payment \$3,000)

Action Items

- i. Arrange for flower basket placement along the light posts with City of Hailey provided drip lines on Main Street within downtown (Walnut to Carbonate).

Reporting Items:

- ii. Program budget
- iii. Location on lights and flower placement.
- iv. Report number of sponsors.
- v. Report number of volunteer hours.

D. Marketing and Public Relations. The Chamber shall update the Chamber's website and to provide additional information about Hailey's businesses, events and amenities. The Chamber shall advertise Hailey events both locally and regionally. . (Maximum payment \$14,000)

a. Action items:

- i. Press Releases to local and regional publications.
- ii. Develop downtown visitor guide.
- iii. Continue to improve the content of website and search engine optimization.
- iv. Develop and market special rates and discounts offered to visitors.

b. Reporting items:

- i. Report press communication goals.
- ii. Report on number and types of rates and discounts offered.
- iii. Track number and type of press releases.
- iv. Track number of web visitors.

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 fiscal year 2011/2012, 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, 2011, and continuing on the fifteenth 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 \$61,000. The maximum payment amount may be exceeded by 10% with approval of the Hailey City Administrator, provided that the contract amount of \$61,000 is not exceeded.

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

ATTEST: \_\_\_\_\_

\_\_\_\_\_  
Patrick Buchanan, Board President



**AGENDA ITEM SUMMARY**

DATE: October 24, 2011

DEPARTMENT: Community Development

DEPT HEAD: BR

**SUBJECT:** Quigley Canyon Cost Benefit / Fiscal Impact Study Update

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

**BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:**

Attached is the proposal requested by staff from Rich Caplan to update the fiscal impact study for Quigley Canyon. Rich Caplan conducted the analyses of the original proposal three years ago. The city had just updated the Capital Improvement Plan and had a fairly new Development Impact Fee component to the plan. All of that is now outdated, as we've done significant capital work within the city since then, and we are at the end of our 5-year window within which we have to update the CIP and the Development Impact Fee component of our CIP. Our budget has been dramatically downsized, all of which will affect the outcome of the fiscal impact analysis of Quigley. Rich suggested that we start with the Quigley work, and use that same work in the Development Impact Fee Study and our final revised City Capital Improvement Plan. This proposal then is isolated to the Quigley project but includes work to update the city's capital needs.

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

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

- |  |  |   |
|--|--|---|
| <input checked="" type="checkbox"/> City Administrator | <input type="checkbox"/> Library             | <input type="checkbox"/> Safety Committee |
| <input checked="" 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 checked="" 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 the scope of work by Caplan and Associates to update the Quigley Canyon fiscal impact analysis.

**ADMINISTRATIVE COMMENTS/APPROVAL:**

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

**ACTION OF THE CITY COUNCIL:**  
Date \_\_\_\_\_

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

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

**CITY OF HAILEY  
RESOLUTION NO. 2011-40**

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY  
AUTHORIZING THE EXECUTION OF A CONTRACT FOR SERVICES WITH  
RICHARD CAPLAN & ASSOCIATES FOR CAPITAL IMPROVEMENT PLAN  
UPDATES, COMMUNITY SURVEY, AND COST BENEFIT ANALYSES RELATED TO  
QUIGLEY CANYON ANNEXATION APPLICATION**

WHEREAS, the City of Hailey desires to enter into an agreement with the Rich Caplan & Associates (Caplan) under which Caplan will perform services including Capital Improvement Plan updates, Updated Community Survey, and Cost Benefit Analyses related to Quigley Canyon Annexation's revised application on behalf of the City of Hailey.

WHEREAS, the City of Hailey and Caplan 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 Rich Caplan & Associates and that the Mayor is authorized to execute the attached Scope of Services, thereby accepting the proposal.

Passed this 24th day of October, 2011.

City of Hailey

\_\_\_\_\_  
Richard L. Davis, Mayor

ATTEST:

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

# RICHARD CAPLAN & ASSOCIATES

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October 20, 2011

Mayor Rick Davis and Hailey City Council  
City of Hailey  
Attn: Heather Dawson, City Administrator  
115 Main Street South  
Hailey, ID 83333

Re: Community Benchmark Survey and  
Quigley Canyon Annexation Cost/Benefit Study  
Update – Proposal & Contract for Services

Dear Mayor and City Council:

I am pleased to respond to the city's request for assistance on behalf of the proposed Quigley Canyon development in Hailey.

It is our understanding the applicant has revised the plan for Quigley Canyon requiring the city to update the previous Cost/Benefit Study for this project. In order to prepare this update, a revised Hailey Capital Improvement Plan is needed (C.I.P). The C.I.P. will reflect, in part, the findings of a community survey. Therefore, these services will be accomplished in two phases:

Phase 1: Community Survey

Phase 2: Quigley Canyon Annexation Cost/Benefit Study

This letter summarizes our services, schedule and compensation for this survey and cost/benefit study update and can be used as an agreement for services.

## Scope of Services

### Phase I: Community Survey

A. Community Service Benchmark Survey – A survey will be prepared and disseminated that assesses Hailey residents' expectations with emphasis on existing facilities and proposed capital improvements, including the amenities proposed in the Quigley Canyon development. This survey will be accomplished utilizing three methods:

- i. A mail back survey in the city's monthly utility billing to be returned with the payments or dropped off at City Hall;
- ii. Distributing and collecting the survey at the Hailey Library; and
- iii. Placing the survey on the city's web site.

The survey format will reflect the 2009 Community Survey prepared by our firm for the city, offering trends in opinions and comparative insights. The survey results will provide an assessment of the city's current improvements and prioritize potential capital projects, amenities and related level of service Hailey residents want the city to address, improve and/or enhance within current and future city boundaries.

### B. Annual Costs Analysis to Meet Benchmark

Based on the results of the survey, cost estimates will be prepared in cooperation with city staff to determine the incremental annual costs associated with providing, increasing and/or offering services and/or capital improvements that respond to the highest ranked citizen responses.

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609 W. 70<sup>th</sup> Street  
(816) 888-3127

richcaplan@aol.com

Kansas City, Missouri 64113  
Fax: (816) 363-3457

# RICHARD CAPLAN & ASSOCIATES

## Phase 2: Quigley Canyon Annexation Cost/Benefit Study

This phase will incorporate the community survey findings and priorities in a revised C.I.P. as a critical element of the Quigley Canyon cost/benefit study. This will include the following steps summarized as follows:

1. Updating the cost/benefit study to reflect the most current fiscal year city expenditures and the revised Hailey C.I.P.;
2. Recalculating city revenues and expenses based on updated number of Quigley Canyon units, revised project build phasing and revised city and Quigley Canyon projected population;
3. Updating all tables in the prior study, as necessary;
4. Revising and submitting the updated Cost/Benefit Study;
5. Conducting a conference call(s) to discuss the report with the city and the applicant;
6. Preparing any agreed upon revisions, if required.

## Schedule and Compensation

We are prepared to initiate this Survey and Update immediately upon approval by the City. The schedule to complete this survey and update will be in accordance with the following:

Major Task	November 2011	December 2011	January 2012	February 2012
<b>Phase I: Prepare and distribute survey</b>	by November 30			
Survey collection		Due by January 7		
Survey analysis & distribution of results			By January 30	
Revise Capital Improvements Plan as appropriate (led by city)			By February 13	
<b>Phase 2: Update Quigley Canyon Cost/Benefit Study</b>				By March 1

The total professional fees and all routine expenses for each phase are as follows:

Phase I:	2012 Community Survey	\$4,750.
Phase II:	Cost / Benefit Update	<u>\$3,750.</u>
Total:		\$8,500.

These fees include all routine expenses. Out-of-pocket travel expenses for any required Hailey site visit(s) for round trip air fare from our staff, Hailey car rental and lodging will be subject to reimbursement by the city and added to these professional fees.

The costs of distributing the Community Survey in the City's utility billing and through the Hailey Public Library will be the responsibility of the City of Hailey. RCA will be responsible for tabulation of the survey results, analyzing the findings and comparing certain findings to the 2009 Community Survey.

609 W. 70<sup>th</sup> Street  
(816) 888-3127

richcaplan@aol.com

Kansas City, Missouri 64113  
Fax: (816) 363-3457

## RICHARD CAPLAN & ASSOCIATES

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To indicate the City of Hailey's acceptance of these services, please sign and return by e-mail or fax a copy of this proposal.

I am pleased to provide this assistance and look forward to working with you on this important project.

Respectfully submitted,

*Rich Caplan*

Richard Caplan  
RICHARD CAPLAN & ASSOCIATES

For the City of Hailey:

---

Date



AGENDA ITEM SUMMARY

DATE: 10/24/11 DEPARTMENT: Public Works

DEPT. HEAD SIGNATURE: *[Signature]*

SUBJECT:

Request approval for Hailey Halloween Hoopla Special Event at businesses in the Hailey Downtown Core to take place on October 31, 2011, 3:00 PM – 7:00 PM.

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

- The representative believes there may be up to 400 people in attendance at 150 per hour interval.
- With possible live amplified music at Kech Radio (approved separately now with amplified sound permitting).

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Special Event Department Heads approved with the following condition:

Provided that no flammable decorations or props (i.e. hay bales, candles, etc.) are used in an indoor location without approval from the Hailey Fire Department.

Hailey Police department street crossing assistance will end at 6:30 pm, as should the event.

Signs and Banners displayed for more than 72 hrs. require a permit.

This special event is within the Business (B) zoning district and Arts & Entertainment is a permitted use.

FOLLOW-UP REMARKS:



# SPECIAL EVENT PERMIT APPLICATION

RECEIVED  
OCT 14 2011

I. EVENT NAME: Harley Halloween Hoopla

II. LOCATION FOR EVENT (Be specific e.g., Hop Porter Park, all of 1<sup>st</sup> Avenue between Walnut and Pine, 115 Main St. S.):

Public Property       Private Property

### III. EVENT SCHEDULE

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

Date(s) of Event	Hours	Estimated # of Attendees
10/31/2011	Start Time: 3pm      End Time: 7pm	One Hour Interval: All Day: 400
	Start Time:      End Time:	One Hour Interval: All Day:
Date of Set-Up		
10/31/2011	Start Time: 3pm      End Time: 7pm	ON-going
Date of Tear Down		
10/31/2011	Start Time: 3pm      End Time: 7pm	ON-going

### IV. FEES

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

### V. ORGANIZATION INFORMATION

Applicant's Name: Harley Chamber of Commerce Title: See Gee Lowe Visitor Center Manager

Mailing Address: PO Box 100 Zip Code: 83333

Street Address: 706 S main City: Harley State: ID

Day Telephone: 208 788 7184 Evening Telephone: \_\_\_\_\_

FAX Number: 578-1595 E-Mail Address: seegee@harleyidaho.com

Applicant Driver's License #: \_\_\_\_\_  
Sponsoring Organization: Hailey Chamber of Commerce  
Non-Profit:  Yes  No Tax Exempt #: \_\_\_\_\_  
Federal Tax #: 82-0120093 State Tax #: \_\_\_\_\_

**VI. EVENT INFORMATION**

New Event: Yes \_\_\_\_\_ No  Annual Event: Yes  No \_\_\_\_\_ Years Operating \_\_\_\_\_

Event Category:  Commercial  Noncommercial

Estimate of Gross Ticket Sales & Revenues (commercial event only): 0

Description of Event: Trick or treatie in businesses along the main street in Hailey - Costume Contest at the library, window decorating contest

Additional Details: Amplified music, possible @ Kech Radio Station

**VII. INSURANCE REQUIREMENTS**

It is the responsibility of your Special Event organizers to maintain a COMPREHENSIVE GENERAL LIABILITY insurance policy with coverage of not less than \$1,000,000.00 combined single limit per occurrence. Each policy shall be written as a primary policy, not contributing with or in excess of any coverage which the City may carry. *A certificate naming the City of Hailey, Blaine County, Idaho as additional insured shall be delivered to the City of Hailey with this application.* The adequacy of all insurance required by these provisions shall be subject to approval by the City Clerk. Failure to maintain any insurance coverage required by this agreement shall be cause for immediate termination of the application.

Insurance Company: The Philadelphia Agent Name: Bisnet  
Address: (info on file) Phone: \_\_\_\_\_

**HOLD HARMLESS CLAUSE**

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

(Attach any additional pages as needed)

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

Yes	No	Check all Planned Activities	Yes	No	Check all Planned Activities
	X	Street Closures & Access / Parade Detailed map listing areas of closure, parade route is required. An ITD permit is required for Main Street.		X	Alcohol Served (Free of Charge) (name of provider)
	X	Street Closures & Access /Parade require your Event Coordinator to notify all affected businesses, churches schools and neighborhoods		X	Alcohol Sold Requires Alcohol Beverage Catering Permit (Hailey Code 5.13)
#		Canopies/Tents/Membranes/Temporary Structures (Number & Size(s) City of Hailey Fire Department, Fire Code Enforcement	#	X	Food/Beverages will be served (List Caterers):
	X	Medical Services (Circle) First Aid and/or EMS Services Who is providing services? _____			Vendors items sold/ solicitation
#	X	Security (detail who, number of officers, times. Attach plan) <i>HPD to assist w/ Street Closing</i>	#	X	Booths: Profit / Non-Profit
	X	Traffic Control / Shuttle Buses (Number of buses / locations / hours of operation, attach plan.)		X	Lighting plan: attach plan
#	X	Electricity / Generators (Size _____) Attach detailed electrical plan.			Activities / Entertainment (Agenda) Other equipment or entertainment
				X	Signs or Banners: sign permit may be required by the City Planning and Zoning Department
	X	Water Drinking / Washing (circle)		X	Stages (Number and Size(s) _____)
	X	Gray Water Barrel / Grease Barrel (circle /detail # and locations)	#	X	Barricades. How many identify locations and attach logistics map
	X	Sanitation -Trash bins, Dumpsters, Recycle (circle /detail # and locations)	#		EVENT estimated attendance <i>450</i>
#	X	Porta Toilets / Wash Stations (Quantity ADA Regular _____)	#		Number of staff working event <i>1</i>
			#		Number of volunteers working <i>20</i>

I hereby certify that I have read and will abide by the laws, rules and regulations set forth by the City of Hailey, Blaine County, and the State of Idaho, and in signing this application, I hereby agree that I and the organization I represent, shall hold the City of Hailey and all of its agents or employees free and blameless from any claim, liability or damage which may arise from use of City facilities or equipment, whether or not the City of Hailey, its agents or employees are jointly negligent. I further agree to promptly reimburse the City of Hailey and all of its agents for any clean up loss or damage to City property resulting from this use, as well as permitting, staffing, equipment use/rental, property use/rental, clean up, inspections involving the use of public property, public employees or public equipment for the Special Event. In the event the deposit exceeds the actual charges, the City Clerk shall refund the balance to the applicant.

Event Organizer's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

*10/14/11*



# AMPLIFIED SOUND PERMIT APPLICATION

The Hailey Municipal Code exempts certain events as a special event. However, some events may require an Amplified Sound Permit to be filed with the City of Hailey. Please contact the Special Events Administrator at 208-788-4221 x22 to help determine what will be needed for your event.

**Applicable Requirements:** There is no fee for the administrative review and the first Hailey Police Department visit to your event in order to determine the allowable sound decibel level – (90) dB maximum and sound may only be amplified between the hours of 10 am and 10 pm. For visits 2 and more the fee charged to the applicant will be \$25.00 per visit.

*The applicant is responsible for contacting residents within close proximity to the proposed event with amplified sound prior to the event.* The attached form *Notification of Amplified Sound Event* is provided for you to copy and give to residents in close proximity to the amplified sound event. This notification gives recipients a contact name and number if the amplified sound from the event is too loud.

Name of Applicant: Hailey Chamber of Commerce Phone: 208 788-3484

Address of Applicant: 706 S. Main Street, Hailey

Type of Event: Hailey Halloween Hoopla

Location of Event: Hailey Hotel Croy Street side

Date of Event: 10/31/2011 Time of Event: 3:00 - 7:00 pm

Number of People Expected: Pedestrian Time of Amplification: From 3:00 to 7:00 pm  
from Hailey Hoopla 10-50 at a time.

**By signing this application, you are confirming the receipt and knowledge of the applicable requirements and agree to comply with them.** In the event the Police Department has to intervene, the permit may be voided if found to not be in compliance with the applicable requirements.

Signature of Applicant: Virginia Asnelowe Date: 10/31/2011

**When signed by the Police Chief or designee, a copy of the signed application will be your permit.**

Chief of Police, or designee: [Signature] Date: 10-17-11

<input type="checkbox"/> <b>Permit Approved</b> (For City Use Only) <input type="checkbox"/> <b>Not Approved (check reason below)</b> <input type="checkbox"/> Use of the equipment would constitute a detriment to traffic safety; <input type="checkbox"/> The issuance of the permit would be otherwise detrimental to the public health, safety or welfare; <input type="checkbox"/> The issuance of the permit will substantially interfere with the peace and quiet of the neighborhood or the community; <input type="checkbox"/> The applicant would violate the provisions of this Code or any other law.
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# INSTRUCTIONS FOR COMPLETING THE AMPLIFIED SOUND PERMIT

Fill in the details on the application and then either send it or take it to the Special Events Administrator. It will then be forwarded to the appropriate authority for approval and signature. The completed and signed application will act as your permit and will be forwarded to you once the signatures are received.

It is important for the success of your event that surrounding residents be aware of the event and to have a contact. It is your responsibility to notify residents in the immediate area that may be affected by the amplified music prior to your event. A form entitled "Notification of Amplified Sound Event" is below for your convenience. Please fill out the form, copy and distribute to your neighbors.

By notifying surrounding residents in advance of your event, it is the expectation of the City of Hailey that you will take the opportunity to correct amplification levels if you are contacted directly by a resident. In the event the Police Department has to intervene, the permit may be voided if found to not be in compliance with the applicable requirements.

Please call if you have any questions.  
Special Events Administrator 208-788-4221

*Fold at line, make copies, complete and distribute to surrounding residents*

## NOTIFICATION OF AMPLIFIED SOUND EVENT

I, (Geegee) Virginia Anne Lowe, of Hailey Chamber/KELH/KSKI /CROY STREET  
(Name of Applicant) (Address of event) ENTRANCE HAILEY HOTEL

intend to hold an event with amplified sound on October 31, 2011, between the hours of  
(Date)

3:00 and 7:00. I have made an application to the City of Hailey for an **Amplified Sound**  
(from) (to)

**Permit** and as part of the permit process, residents in the immediate area that may be affected by this are advised in advance there will be amplified sound on the dates and times set forth above.

If the amplification is too loud, it is requested you contact me directly at 208 720-7395  
(Phone number at event)  
so I may correct the decibel level.

Thank you for your cooperation.

Signature: (Geegee) Virginia Anne Lowe Date: 10/14/2011

# City of Hailey

115 MAIN STREET SOUTH, SUITE H  
HAILEY, IDAHO 83333

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

October 24, 2011

Gee Gee Lowe, Visitor Center Manager  
Hailey Chamber of Commerce  
PO Box 100  
Hailey, ID 83333

Subject: Special Event Approval

Dear Gee Gee:

Congratulations! The Hailey Halloween Hoopla Special Event, scheduled for October 31, 2011, at downtown Hailey merchants has been approved by the City Council.

Please note the following condition connected with the approval of your event:

- Provided that no flammable decorations or props (i.e. hay bales, candles, etc.) are used in an indoor location without approval from the Hailey Fire Department.
- Hailey Police department street crossing assistance will end at 6:30 pm, as should the event.
- Signs and Banners displayed for more than 72 hrs. require a permit.
- This special event is within the Business (B) zoning district and Arts & Entertainment is a permitted use.

Thank you for choosing the City of Hailey as the venue for your Special Event.

Sincerely,

Mary Cone  
City Clerk

**CITY OF HAILEY**

**Special Event Permit**

**Hailey Halloween Hoopla**

**At downtown Hailey merchants.**

**This permit is valid October 31, 2011**

*City Clerk*

*Issue Date*

## DECISION

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

### Standard Conditions

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

### Other Conditions

- a. Provided that no flammable decorations or props (i.e. hay bales, candles, etc.) are used in an indoor location without approval from the Hailey Fire Department.
- b. Hailey Police department street crossing assistance will end at 6:30 pm, as should the event.
- c. Signs and Banners displayed for more than 72 hrs. require a permit.
- d. This special event is within the Business (B) zoning district and Arts & Entertainment is a permitted use.

DATED this 24<sup>th</sup> day of October, 2011.

CITY OF HAILEY

By: \_\_\_\_\_  
Rick Davis, its Mayor

ATTEST:

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

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

# AGREEMENT

In consideration of the granting of a special event permit by the City of Hailey ("the City") for the Hailey Halloween Hoopla that will occur on October 31, 2011 from 3:00 p.m. to 7:00 p.m., plus specified set up and teardown time, ("the Event"), and pursuant to Section 12.14 of the Hailey Municipal Code, the undersigned, as the applicant ("Applicant") of a Special Event Permit from the City for the Event, does hereby agree to reimburse the City for any costs incurred by the City in repairing damage or providing any services or materials resulting from the Event. The Applicant agrees that such costs may be deducted from a non-refundable security deposit or additional deposit as established by the City, and that if costs exceed any deposit made by the applicant, further reimbursement will be made to the City upon demand. The Applicant hereby agrees to indemnify, defend and hold harmless the City and its officers and employees, in their official and individual capacities, from any and all claims, demands, obligations, liabilities, lawsuits, judgments, attorneys' fees, costs, expenses and damages of any nature caused by or arising out of, or connected with the Event. In the event either party hereto is required to retain counsel to enforce a provision of this Agreement, or to recover damages resulting from a breach hereof, the prevailing party shall be entitled to recover from the other party all reasonable attorney's fees incurred herein or on appeal, or in bankruptcy proceedings. The Applicant agrees to comply with all the laws and ordinances of the City of Hailey, Idaho applicable to the subject matter thereof, and to conduct the Event in accordance with the terms and provisions of the application for a Special Event Permit, as approved or as modified by the City, and all conditions of the Special Event Permit. The Applicant agrees that the Special Event Permit is nontransferable and shall be conducted only for the dates and locations as approved by the City.

IN WITNESS WHEREOF, Applicant and the City have executed this Agreement on this 24<sup>th</sup> day of October, 2011.

APPLICANT:

By: \_\_\_\_\_

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

CITY OF HAILEY:

By: \_\_\_\_\_  
Rick Davis, its Mayor

ATTEST:

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

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

**AGENDA ITEM SUMMARY**

DATE: 10/24/2011

DEPARTMENT: Legal

DEPT. HEAD SIGNATURE: \_\_\_\_\_

**SUBJECT:**

Summary of Hailey Ordinance No. 1091 (Water and Wastewater Ordinance amendments)

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

**BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:**

I am enclosing a summary of Hailey Ordinance No. 1091 which amends Chapter 13.04 the Hailey Municipal Code.

Ned

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

**ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS:** (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:**

Make a motion to approve the summary of Hailey Ordinance No. 1091.

**FOLLOW-UP REMARKS:**

## SUMMARY OF HAILEY ORDINANCE NO. 1091

The following is a summary of the principal provisions of Ordinance No. 1091 of the City of Hailey, Idaho, duly passed and adopted October 24, 2011, by the City Council and Mayor of the City of Hailey:

AN ORDINANCE OF THE CITY OF HAILEY, IDAHO, AMENDING TITLE 13 OF THE HAILEY MUNICIPAL CODE BY AMENDING SECTION 13.04.130(B)(3) TO CLARIFY THAT NEW WASTEWATER USER ACCOUNTS SHALL BE BASED ON A WATER USE OF 6000 GALLONS PER MONTH; BY AMENDING SECTION 13.04.150(D) TO REVISE TIME PERIODS AND TO CLARIFY OTHER PROVISIONS RELATING TO DISCONTINUANCE OF WATER AND WASTEWATER SERVICES AND RELATED PROCEDURES; BY AMENDING SECTION 13.04.150(G) TO REVISE TIME PERIODS AND TO CLARIFY OTHER PROVISIONS RELATING TO LANDLORD/TENANT AGREEMENTS FOR WATER AND WASTEWATER SERVICES AND RELATED PROCEDURES; BY PROVIDING FOR A REPEALER CLAUSE; BY PROVIDING FOR A SEVERABILITY CLAUSE; AND BY PROVIDING FOR THE EFFECTIVE DATE OF THIS ORDINANCE UPON PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW.

Hailey Ordinance No. 1091 amends Hailey Municipal Code, as follows:

**Section 1** amends Section 13.04.130(B)(3) of the Hailey Municipal Code, to establish that new Wastewater user accounts shall be based on water usage of 6000 gallons per month when average winter use has not been established.

**Section 2** amends Section 13.04.150(D) of the Hailey Municipal Code, to revise the time from 45 days to 10 days after the due date for the payment of water and wastewater user fees before water service can be discontinued, to refer to the administration fee as a discontinuance fee, to revise the amount of the deposit from four to three months' average winter water and wastewater user fees, and to clarify that deposits for water and wastewater fee shall be refunded following written request by the customer for the deposit, that the balance of any refund shall be paid within the normal accounts payable process and that upon written request by a user, the deposit shall be refunded after one year without delinquency.

**Section 3** amends Section 13.04.150(G) of the Hailey Municipal Code, to revise the amount of the deposit by a tenant from four to three months' average winter water and wastewater user fees and bond payment fees, to allow an owner to waive a deposit by a tenant, and to clarify that a deposit by a tenant shall be requested at the termination of occupancy and upon written request, that any outstanding charges for water and wastewater fees owed by a tenant shall be deducted from the deposit and the balance refunded to the depositor, and that the balance of any such refund shall be paid within the normal accounts payable process.

**Section 4** provides for a repealer clause.

**Section 5** provides for a severability clause.

**Section 6** provides for an effective date of the ordinance.

The full text of Ordinance No. 1091 is available at Hailey City Hall at 115 South Main Street, Suite H, Hailey, Idaho 83333 and will be provided to any citizen upon request during regular business hours.

### CERTIFICATION OF CITY ATTORNEY

I, the undersigned Attorney at Law, as attorney for the City of Hailey, Idaho, hereby certify that I have read the foregoing summary of Ordinance No. 1091 of the City of Hailey, that I have compared it to the full text of Ordinance No. 1091, and that in my opinion, the above summary is true and complete and provides adequate notice to the public of the contents of said Ordinance.

Dated this \_\_\_ day of October, 2011.

\_\_\_\_\_  
Ned Williamson, Hailey City Attorney

Publish: Idaho Mountain Express, October \_\_, 2011

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