

AGENDA ITEM SUMMARY

DATE: 10/25/10 DEPARTMENT: PW DEPT. HEAD SIGNATURE: 

**SUBJECT:** Motion to approve the Community Forestry Management Interlocal Agreement with the City of Ketchum and authorize the Mayor to sign.

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

This item is a continuation of an agreement with the City of Ketchum which provides for sharing the tree inventory program and for assistance from the Ketchum City Arborist, Jen Smith, with our tree program. *\$ 1,000 cost annually*

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

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

ADMINISTRATIVE COMMENTS/APPROVAL:

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

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

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

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

# City of Ketchum, Idaho

P.O. Box 2315 Ketchum, ID 83340 (208) 726-3841 Fax: (208) 726-8234



September 14, 2010

Mayor Hall and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Hall and City Councilors:

## Community Forestry Management Interlocal Agreement

### Introduction/History

Urban forest management is the responsibility of the Community Forestry Division (CFD) of Ketchum Parks & Recreation Department. Ketchum's Community Forestry Division was created in 2003.

A GIS-based tree inventory and management software program called TreeWorks was purchased by the City in 2006 and data collection was undertaken by Community Forestry Consultants, Inc., an urban forest management consulting firm from Spokane, WA, revealing an urban forest asset amount of approximately \$2 million. The tree inventory allows the CFD to manage the urban forest asset efficiently and professionally; it helps to identify risks and opportunities associated with public trees, generate work orders for staff, create reports for elected officials and City administration, and provide leverage for grant money procurement. The Ketchum CFD has experienced a drastic budget savings over the past four years due in large part to the data provided and efficiencies created by the GIS-based tree inventory and management program.

In October 2008, The Ketchum city arborist was asked to chair the Hailey Tree Committee (HTC) in order to help facilitate the creation of Hailey's urban forest management program. The city arborist agreed to the volunteer position with full disclosure to both municipalities.

The HTC has experienced several successes (similar to Ketchum's CFD) such as a vigorous risk mitigation undertaking, regular Arbor Day celebrations, Tree City USA and TCUSA Growth Awards and a Community Transportation Enhancement grant award of \$30,000 by Idaho Department of Lands. Urban forest management best practices suggest that asset identification is the next step for continuing success. Following presentations and deliberations, the HTC requested a budget allocation for a GIS-based tree inventory similar to Ketchum's; however, the economic downturn prohibited the large expenditure at

this time. A stand-alone tree inventory and management software program and data inventory would cost the City of Hailey approximately \$20,000.

In a creative effort to both accomplish the much needed tree inventory and save limited municipal dollars, the HTC reached out to Community Forestry Consultants for a solution. Because Ketchum and Hailey are both relatively small communities, CFC urban forester, Jim Flott, suggested an agreement between the two cities to manage Hailey's tree inventory as well as save Ketchum's resources wherein Hailey would purchase an additional TreeWorks site license and data collection services for \$7,000 and would pay the City of Ketchum for one half of an annual software support fee of \$325 and a facilitation and management fee of \$675 for Ketchum's city arborists' services.

#### Current Report

Hailey's tree inventory took place in July 2010 and Ketchum continues to offer its support regarding management of Hailey's inventory and software.

#### Financial Requirement/Impact

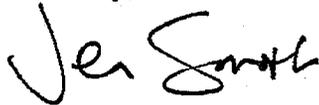
No financial requirement/impact at this time. Should the Ketchum City Council support the Interlocal Agreement, a savings of \$325 of software annual support fee will occur and an additional fee of \$675 will be paid to Ketchum CFD (a net revenue stream of \$1,000 annually).

#### Recommendation

I respectfully recommend that the City Council approve the Interlocal Agreement for community forestry management between the Cities of Ketchum and Hailey with the stated motion:

***"I move to approve the Interlocal Agreement for community forestry management between the cities of Ketchum and Hailey."***

Sincerely,



Jennifer L. Smith  
Parks & Natural Resources Superintendent

INTERLOCAL AGREEMENT  
(City of Ketchum/City of Hailey)

RECITALS

WHEREAS, Ketchum performed a GIS-based Tree Inventory in 2006 and identified that the inventory and the hardware, software programs and data that accompany its functionality as important and necessary tools in the professional and efficient management of its Community Forestry Division; and,

WHEREAS, the Ketchum city arborist was asked to assist the City of Hailey on a volunteer basis to create an urban forest management program by chairing its Tree Committee; and,

WHEREAS, Ketchum and Hailey employees who are tasked with tree care benefit from the data provided by a GIS-based tree inventory to aid in strategic planning and operation assessments; and,

WHEREAS, Ketchum does benefit and Hailey will benefit from a more efficient and accurate on-going data management process measuring progress and tracking issues related to (not exhaustive) public tree care; and,

WHEREAS, Ketchum and Hailey employees can share public agency data to reduce costs and guide in the provision of services to those most in need, including community safety, public health and development services; and,

WHEREAS, Ketchum and Hailey employees seek to enhance their analytical, problem-solving and decision-making capabilities through the utilization of a GIS-based tree inventory and work with professionals in the field to incorporate new tools and technologies for personal skill development and community benefit at large; and,

WHEREAS, Ketchum and Hailey employees can ultimately make more informed decisions using scenario models and performing needs assessments that are constructed in-house opposed to requesting external proposals and absorbing consulting fees; and,

WHEREAS, the interlocal agreement will be budgeted in the adopted Ketchum Parks & Recreation FY2011 budget and the Hailey Public Works FY2011 budget.

TERMS

NOW, THEREFORE, subject to the limitations of this agreement and in order to provide assistance between the parties in providing tree inventory and management, it is hereby agreed as follows:

1. DURATION OF AGREEMENT. This Agreement shall not be effective until it is approved by the Mayor and City Council of Hailey, and the Mayor and City Council of Ketchum. It

shall continue in full force and effect without termination from October 1, 2010 until September 30, 2011. The parties may extend the agreement with the written consent of both parties.

2. PURPOSE. The purpose of this Agreement is to allow the City of Ketchum to contract with the City of Hailey for tree inventory and management services including staff support and software annual support fees totaling \$1,000.00 payable to the City of Ketchum. The City of Hailey will perform a tree inventory and purchase an additional TreeWorks site license for \$7,000.00 payable to Community Forestry Consultants.
3. MANNER OF FINANCING AND BUDGET. The City of Hailey shall reimburse the City of Ketchum for approximately twenty hours of professional arborist services starting in FY2009 for the amount of \$675.00 and one half of the annual GIS software support and upgrade fees in the amount of \$325.00, for a total payment of \$1,000.00 to be paid before or on September 30, 2011.
4. MUTUAL HOLD HARMLESS: Each party to this Agreement agrees to indemnify and hold harmless the other from any and all liability for any injury, damage or claim suffered by any person or property caused by the party or its employee while performing under this Agreement.
5. DUTIES. The provision of these services shall be governed as set out below:

The City of Ketchum agrees to supply The City of Hailey with professional arborist services for the management of a GIS-based tree inventory at a not-to-exceed rate of \$675.00 per year. This person will work at either the City of Ketchum or the City of Hailey to accomplish the tasks assigned them. Tasks assigned to the arborist will be limited only by their experience.

The City of Hailey agrees to purchase an additional site license for TreeWorks, an urban forest management tool owned by the City of Ketchum, to be hosted with the City of Ketchum's Parks & Recreation Department and also agrees to pay for professional inventory services from Community Forestry Consultants for tree inventory services for the City of Hailey.

The City of Ketchum agrees to provide training for City of Hailey employees as part of the agreement.

6. AMENDMENT. This Agreement may be amended at any time, and from time to time, by the mutual written consent of the City of Ketchum and the City of Hailey for any of the following purposes:
  1. To add provisions to the Agreement to benefit either or both the City of Ketchum and the City of Hailey.
  2. To extend the term of the agreement.

3. To cure any ambiguity, to correct or supplement any provision herein which may be inconsistent with any other provisions with respect to matters or questions arising under this Agreement which are not inconsistent with the provisions of the Agreement.

7. SEVERABILITY. In the event any provision of this Agreement shall be declared by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not, in any way, be affected or impaired thereby.

IN WITNESS WHEREOF, each of the parties has executed this Agreement by its duly authorized officials.

DATED this \_\_\_\_ day of September, 2010.

CITY OF KETCHUM, an Idaho  
municipal corporation

\_\_\_\_\_  
Randy Hall, Mayor

ATTEST:

\_\_\_\_\_  
Sandra Cady, CMC  
City Treasurer/Clerk

City of Hailey, an Idaho  
municipal corporation

\_\_\_\_\_  
Richard Davis, Mayor

ATTEST:

\_\_\_\_\_  
City Treasurer/Clerk

**AGENDA ITEM SUMMARY**

DATE: 10/25/10 DEPARTMENT: PW DEPT. HEAD SIGNATURE: *[Signature]*

**SUBJECT:** Contract to install sewer main and services and 1 water service to properties annexed during the High School annexation process.

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

**BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:**

Documents will be available at the meeting. Bids are being received by 10/22/10 and will be ready at the meeting on 10/25/10. Our standard contract for PW work will be used.

During the annexation of the BCSD High School property there were four properties "force annexed" into the City of Hailey. The annexation agreement allowed for 10 years for these properties to connect to city services. Without the sewer main there is no plausible way for them to connect. This work needs to be completed this year as there is a property sale going forward with the connection as a condition. Discussions with the School District have also led to an agreement to share costs for this work.

The motion will be to approve a contract award to the low bidder and authorize the mayor to sign the agreement.

**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:**

*Public Works Director will pull this item - ~~pa~~ explain details of bid award and ask for council motion.*

**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 # \_\_\_\_\_

Draft 12-30-03

**ISPWC  
STANDARD FORM OF AGREEMENT  
BETWEEN OWNER AND CONTRACTOR  
ON THE BASIS OF A STIPULATED PRICE**

**THIS AGREEMENT** is by and between the City of Hailey (hereinafter called OWNER) and

---

(hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

**ARTICLE 1 - WORK**

1.01 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

**ARTICLE 2 - THE PROJECT**

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

**City of Hailey  
Foxmoor Sewer Extension Project  
Hailey, Idaho**

**ARTICLE 3 - ENGINEER**

3.01 The Project Engineer is the Hailey City Engineer who is hereinafter called ENGINEER and who is to act as OWNER's representative, assume all duties and responsibilities, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

**ARTICLE 4 - CONTRACT TIMES**

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Dates for Substantial Completion and Final Payment*

A. The Work will be substantially completed on or before November 15, 2010, and completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions on or before November 30, 2010.

4.03 *Liquidated Damages*

A. CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER \$250.00 for each day that expires after the time specified in paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER \$250.00 for each day that expires after the time specified in paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

**ARTICLE 5 - CONTRACT PRICE**

5.01 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to paragraph 5.01.A below:

A. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated in this paragraph 5.01.A:

<u>No.</u>	<u>Item</u>	<u>Unit</u>	<u>Quantity</u>	<u>Estimated Unit Price</u>	<u>Total Estimated Cost</u>
1.	Sewer Main	Lump Sum	1 .....	_____	\$ _____

TOTAL OF ALL ESTIMATED PRICES \_\_\_\_\_ (dollars)

\_\_\_\_\_ (use words)

**ARTICLE 6 - PAYMENT PROCEDURES**

6.01 *Submittal and Processing of Payments*

A. CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment on or about the 1st day of each month during performance of the Work as provided in paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established in paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER may determine or OWNER may withhold, in accordance with paragraph 14.02 of the General Conditions:

- a. 95% of Work completed (with the balance being retainage); and

b. 95% of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

2. Upon Substantial Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 95% of the Work completed, less such amounts as ENGINEER shall determine in accordance with Article 14 of the General Conditions and less 100% of ENGINEER's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion. If, at Substantial Completion, the character and progress of the work has been satisfactory, the OWNER may, at the OWNER's sole discretion, reduce the amount of retainage being held.

#### 6.03 *Prompt Payment*

A. The Contractor shall pay each subcontractor for satisfactory performance of its contract no later than 20 calendar days from receipt of each payment the Contractor receives from the Department. The Contractor shall return retainage to each Subcontractor within 20 calendar days after the Subcontractor's work is satisfactorily completed.

The Contractor shall certify with each estimate payment that payment to Subcontractors has been made within the prescribed time frames. The certification will be made on forms provided by the Department, and returned within 20 calendar days of receiving the estimate payment.

These requirements shall also apply to first or lower tier subcontractors.

#### 6.04 *Final Payment*

A. Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.07.

### **ARTICLE 7 - CONTRACTOR'S REPRESENTATIONS**

8.01 In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Contract Documents.

B. CONTRACTOR has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. CONTRACTOR has carefully studied all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site. Contractor acknowledges that Owner does not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site.

E. CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

F. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.

G. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

H. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

J. The CONTRACTOR and their Subcontractors are appropriately licensed public works contractor per Section 54-1902 (Idaho Code) except that the Contractor and Subcontractors must be licensed before award.

K. The CONTRACTOR will submit within 30 days of the date of this agreement a Public Works Contract Report (Form WH-5) to the Idaho State Tax Commission in compliance with Section 54-1904A and 63-3624(f), Idaho Code.

L. The CONTRACTOR is aware that this project must comply with Davis-Bacon prevailing wage rates, competitive bidding and other contracting requirements for federal aid projects.

## ARTICLE 8 - CONTRACT DOCUMENTS

### 9.01 *Contents*

A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to 6, inclusive);
2. Performance Bond;
3. Payment Bond;
4. General Conditions – Division 100 of the Idaho Standards for Public Works Construction (not attached)
5. Supplementary Conditions (pages 1 to 6, inclusive);
6. Standard Specifications and Standard Drawings – City of Hailey (not attached);
7. Addenda (numbers \_\_\_\_\_ to \_\_\_\_\_, inclusive);
8. Exhibits to this Agreement (enumerated as follows):
  - a. Notice to Proceed;
  - b. CONTRACTOR's Bid;

9. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

- a. Written Amendments;
- b. Work Change Directives;

c. Change Order(s).

B. The documents listed in paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in paragraph 3.05 of the General Conditions.

## ARTICLE 9 - MISCELLANEOUS

### 10.01 *Terms*

A. Terms used in this Agreement will have the meanings indicated in the General Conditions.

### 10.02 *Assignment of Contract*

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

### 10.03 *Successors and Assigns*

A. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

### 10.04 *Severability*

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

### 10.05 *Other Provisions*

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in duplicate. One counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or on their behalf.

NOTE TO USER

- 1. See I-21 and correlate procedures for format and signing between the two documents.

This Agreement will be effective on \_\_\_\_\_, \_\_\_\_\_ (which is the Effective Date of the Agreement).

OWNER:

CONTRACTOR:

City of Hailey \_\_\_\_\_

\_\_\_\_\_

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

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

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest \_\_\_\_\_

Attest \_\_\_\_\_

Address for giving notices: \_\_\_\_\_

Address for giving notices: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

License No. \_\_\_\_\_  
(Where applicable)

Agent for service of process: \_\_\_\_\_

\_\_\_\_\_

(If CONTRACTOR is a corporation or a partnership, attach evidence of authority to sign.)

Designated Representative:

Designated Representative:

Name: Thomas Hellen \_\_\_\_\_

Name: \_\_\_\_\_

Title: Public Works Director/City Engineer \_\_\_\_\_

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

Address: 115 Main St S \_\_\_\_\_

Address: \_\_\_\_\_

Hailey, ID 83333 \_\_\_\_\_

\_\_\_\_\_

Phone: 208-788-9830 Ext 14 \_\_\_\_\_

Phone: \_\_\_\_\_

Facsimile: 208-788-2924 \_\_\_\_\_

Facsimile: \_\_\_\_\_

**AGENDA ITEM SUMMARY**

DATE: 10/25/10 DEPARTMENT: Public Works

DEPT. HEAD SIGNATURE: *[Handwritten Signature]*

**SUBJECT:**

Request approval for Hailey Turkey Trot 5K Fun Run & Walk Special Event Start and Stop at vacant lot across from BC Aquatic Center, remainder of route is through the Deerfield Subdivision and the Curtis Subdivision and small section of bike path on November 25, 2010, 10:00 AM – 12:00 PM.

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

**BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:**

- The representative believes there may be up to 500 people in attendance.
- The event route is the same as approved in previous years.

**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	<input checked="" type="checkbox"/> XX Engineer	<input checked="" type="checkbox"/> XX Building
____ Library	<input checked="" type="checkbox"/> XX Planning	<input checked="" type="checkbox"/> XX Fire Dept.	_____
____ Safety Committee	____ P & Z Commission	<input checked="" type="checkbox"/> XX Police	_____
<input checked="" type="checkbox"/> XX Streets	<input checked="" type="checkbox"/> XX Public Works, Parks	____ Mayor	_____

**RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:**

Department Heads approved with the following comments:

1. Signs and Banners displayed for more than 72 hrs. require a permit from the Hailey Planning & Zoning Department.
2. This special event is within the Limited Residential (LR-1) zoning district. No provisions exist within the zoning code to address special events within this zoning district; however the Special Event standards address and mitigate neighborhood impacts.

**FOLLOW-UP REMARKS:**

## DECISION

Based on the Application for a Special Event Permit for the Hailey Turkey Trot 5K Fun Run & Walk, the City of Hailey, pursuant to Chapter 12.14 of the Hailey Municipal Code, approves the Application and grants the Special Event Permit, subject to the following conditions:

### Standard Conditions

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

### Other Condition

- a. Signs and Banners displayed for more than 72 hrs. require a permit from the Hailey Planning & Zoning Department.
- b. This special event is within the Limited Residential (LR-1) zoning district. No provisions exist within the zoning code to address special events within this zoning district; however the Special Event standards address and mitigate neighborhood impacts.

DATED this 25<sup>th</sup> day of October, 2010.

CITY OF HAILEY

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

ATTEST:

By: \_\_\_\_\_  
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 Turkey Trot 5K Fun Run & Walk that will occur on November 25, 2010 from 10:00 a.m. to 12:00 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 25<sup>th</sup> day of October, 2010.

APPLICANT:

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

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

CITY OF HAILEY:

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

CITY OF HAILEY:

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

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



# 5548

RECEIVED

# SPECIAL EVENT PERMIT APPLICATION

I. EVENT NAME: Hailey 5K Turkey Trot Fun Run and Walk

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

Bare lot that is north of the BCRD Aquatic Center across the street.

### 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
11/25/2010	Start Time: 10am      End Time: 12pm	One Hour Interval: All Day: 500
	Start Time:      End Time:	One Hour Interval: All Day:
Date of Set-Up		
11/24/2010	Start Time: 8pm      End Time: 9pm	
Date of Tear Down		
11/25/2010	Start Time: 11am      End Time: 12pm	

### IV. FEES

Special Event Permit Application Fee	\$125	<input type="checkbox"/>	<u>125.00</u>
Per Day Park Rental Fee	\$200	<input type="checkbox"/>	_____
Security Deposit	\$500	<input type="checkbox"/>	<u>500.00</u>
Tax (on park rental fees only)	6%	<input type="checkbox"/>	_____
<b>TOTAL DUE</b>			<u><u>625.00</u></u>
Additional Deposit Required		<input type="checkbox"/>	_____

### V. ORGANIZATION INFORMATION

Applicant's Name: Daryl Fauth Title: Race Director

Mailing Address: PO Box 3176 Ketchum, ID Zip Code: 83340

Street Address: 360 Sun Valley Rd City: Ketchum State: ID

Day Telephone: 208-726-0700 Evening Telephone: 208-720-5110

FAX Number: 208-726-8406 E-Mail Address: dafauth@stewart.com

Applicant Driver's License #: FA106658A

Sponsoring Organization: Blaine County Title

Non-Profit: Yes No  Tax Exempt #: \_\_\_\_\_

Federal Tax #: \_\_\_\_\_ State Tax #: \_\_\_\_\_

**VI. EVENT INFORMATION**

New Event: Yes \_\_\_\_\_ No XX Annual Event: Yes XX No \_\_\_\_\_ Years Operating 7

Event Category:  Commercial  Noncommercial

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

Description of Event:  
A 5K fun run and walk through the residential neighborhoods of Deerfield and 'old Hailey' and Foxmoor, back to the Community Campus on Thanksgiving Day.

Additional Details:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**VII. INSURANCE REQUIREMENTS**

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

Insurance Company: Wood River Insurance Agent Name: Hailee McLean  
Address: 410 N Main St Phone: 788-1100

**HOLD HARMLESS CLAUSE**

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

(Attach any additional pages as needed)

# SPECIAL EVENT ACTIVITIES & CITY SERVICES REQUESTED

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

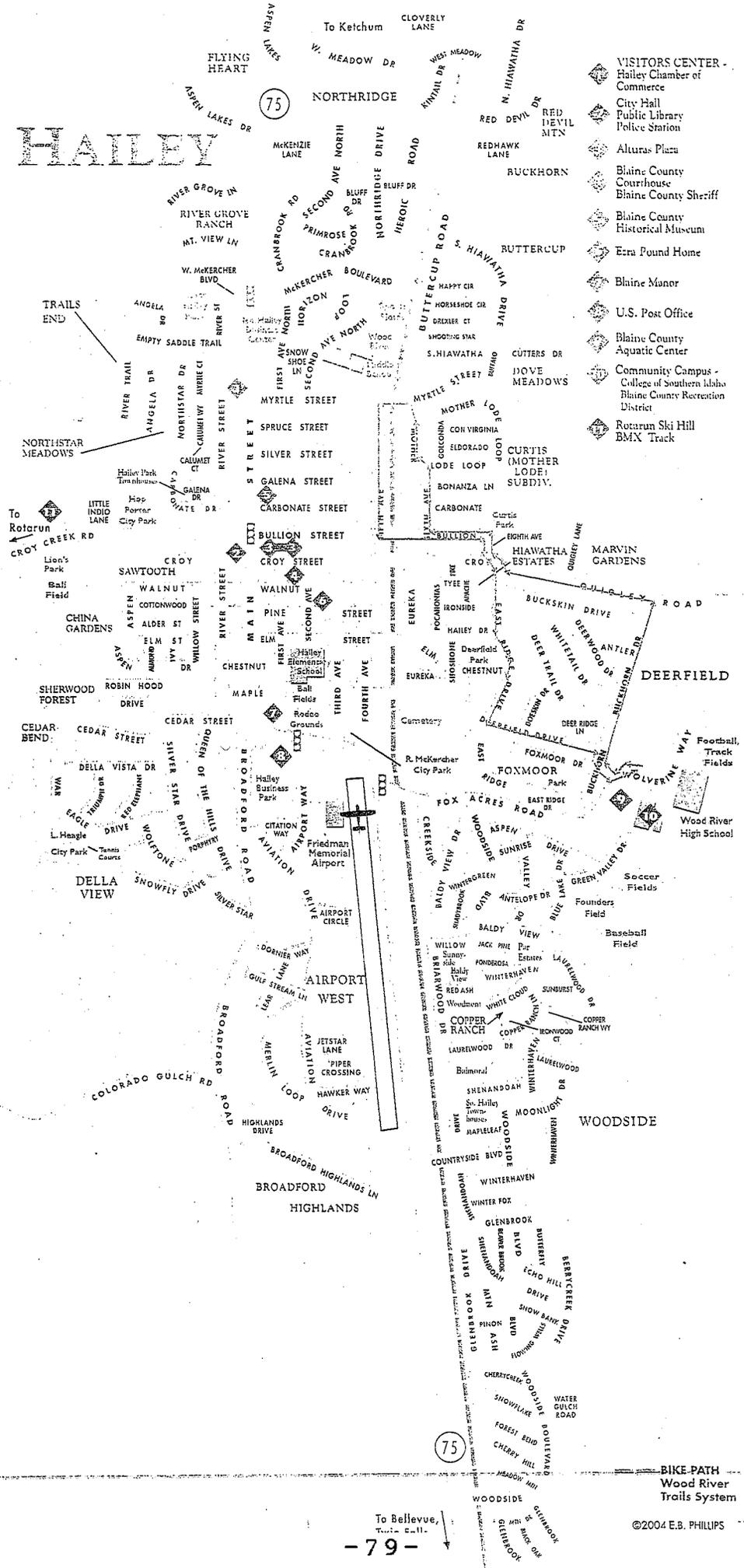
Yes	No	Check all Planned Activities	Yes	No	Check all Planned Activities
	X	Street Closures & Access / Parade Detailed map listing areas of closure, parade route is required. An ITD permit is required for Main Street.		X	Alcohol Served (Free of Charge) (name of provider)
	X	Street Closures & Access /Parade require your Event Coordinator to notify all affected businesses, churches schools and neighborhoods	X		Alcohol Sold Requires Alcohol Beverage Catering Permit (Hailey Code 5.13)
#2-3		Canopies/Tents/Membranes/Temporary Structures (Number & Size(s) 10x10 each City of Hailey Fire Department, Fire Code Enforcement	#	X	Vendors items sold/ solicitation
	X	Medical Services (Circle) First Aid and/or EMS Services Who is providing services? _____			
#	X	Security (detail who, number of officers, times. Attach plan)	#	X	Booths: Profit / Non-Profit
	X	Traffic Control / Shuttle Buses (Number of buses / locations / hours of operation, attach plan.)		X	Lighting plan: attach plan
#1		Electricity / Generators (Size <u>small</u> ) Attach detailed electrical plan.		X	Activities / Entertainment (Agenda) Other equipment or entertainment
					Signs or Banners: sign permit may be required by the City Planning and Zoning Department
X		Water <u>Drinking</u> / 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) see attached	#	500	EVENT estimated attendance
# 4		Porta Toilets / Wash Stations (Quantity ADA <u>Regular</u> 4 )	#		Number of staff working event
			#	15-20	Number of volunteers working

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

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

Date: 9/27/2009

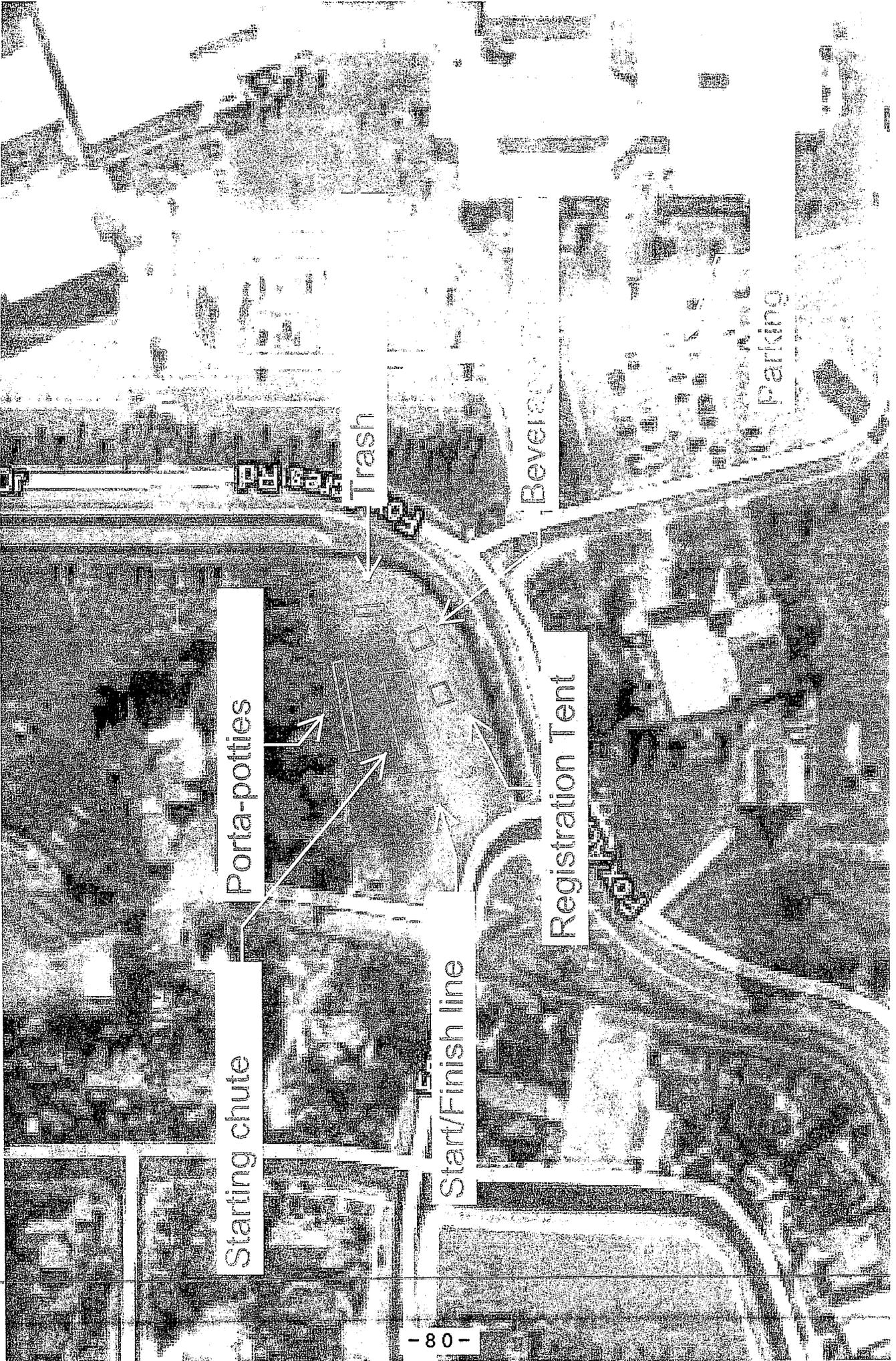
# HAILEY



- ♦ VISITORS CENTER - Hailey Chamber of Commerce
- ♦ City Hall
- ♦ Public Library
- ♦ Police Station
- ♦ Alturas Plaza
- ♦ Blaine County Courthouse
- ♦ Blaine County Sheriff
- ♦ Blaine County Historical Museum
- ♦ Ezra Pound Home
- ♦ Blaine Manor
- ♦ U.S. Post Office
- ♦ Blaine County Aquatic Center
- ♦ Community Campus - College of Southern Idaho
- ♦ Blaine County Recreation District
- ♦ Rotarun Ski Hill
- ♦ BMX Track

BIKE PATH  
Wood River  
Trails System

©2004 E.B. PHILLIPS



Starting chute

Porta-potties

Trash

Star/Finish line

Beverage

Registration Tent

Parking





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/07/2010

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Wood River Insurance, Inc. 410 N. Main St Hailey, ID 83333 Phone No. (208) 788-1100 Fax No. (208) 788-4988	CONTACT NAME: Hailee McLean	
	PHONE (A/C, No. Ext): (208) 788-1100 FAX (A/C, No.): (208) 788-4988 E-MAIL ADDRESS: hailee@wri.to PRODUCER CUSTOMER ID #:	
INSURED BLAINE COUNTY TITLE ASSOCIATES PO BOX 3176 Ketchum, ID 83340 Phone No. (208) 788-8300 Fax No.	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: STP - St. Paul Fire and Marine Ins. Co.	24767
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR (INSR) (W/D)	POLICY NUMBER	POLICY EFF (M/M/DD/YYYY)	POLICY EXP (M/M/DD/YYYY)	LIMITS
STP	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> LIQUOR LIABILITY EXCLUDED GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		EW06118527	11/25/2010	11/26/2010	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Ea per Auto) (Per accident) \$ Var Aggregates \$ \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) Coverage Location: United States & Canada  
Event: TURKEY TROT

The Certificate holder is included as Additional Insured, but only as respects to claims arising out of the negligence of the Named Insured.

All coverages expire at 12:01 a.m. Standard Time.

CERTIFICATE HOLDER City of Hailey 115 Main St S, Ste H Hailey, ID 83333 United States Of America Phone No. (208) 788-4221 Fax No.	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS: AUTHORIZED REPRESENTATIVE
--	---

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ACORD 25 (2009/09)

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This certificate of insurance does not affirmatively or negatively amend, extend, or alter the coverage afforded by the insurance policy.

AGENDA ITEM SUMMARY

DATE: 10/25/2010

DEPARTMENT: Legal

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



SUBJECT:

Hailey Ordinance No. 1070 (Pretreatment Ordinance) Summary

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

I am attaching a proposed summary of Hailey Ordinance No. 1070 (Pretreatment Ordinance).

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. 1070.

FOLLOW-UP REMARKS:

## SUMMARY OF HAILEY ORDINANCE NO. 1070

The following is a summary of the principal provisions of Ordinance No. 1070 of the City of Hailey, Idaho, duly passed and adopted October 11, 2010, by the City Council and Mayor of the City of Hailey:

AN ORDINANCE OF THE CITY OF HAILEY, IDAHO, AMENDING CHAPTER 13.05 OF THE HAILEY MUNICIPAL CODE ENTITLED WASTEWATER PRETREATMENT, TO ADD AND CLARIFY DEFINITIONS, DISCHARGE STANDARDS, ADDITIONAL PRETREATMENT MEASURES, AND ACCIDENTAL DISCHARGE/SLUG CONTROL PLANS, TO ESTABLISH FEES BY RESOLUTION AND ADD FEES FOR PRETREATMENT DISCHARGE PERMITS, TO CLARIFY ADMINISTRATION PROCEDURES, TO CLARIFY ADMINISTRATIVE AND JUDICIAL ENFORCEMENT PROCEDURES, TO PROVIDE CRIMINAL AND CIVIL PENALTIES FOR VIOLATIONS OF CHAPTER 13.05, A PRETREATMENT DISCHARGE PERMIT, AN ORDER ISSUED UNDER CHAPTER 13.05 OR OTHER PRETREATMENT STANDARD OR REQUIREMENT, OR FOR INTRODUCING ANY SUBSTANCE INTO THE PUBLICLY OWNED TREATMENT WORKS WHICH CAUSES PERSONAL INJURY OR PROPERTY DAMAGE; BY PROVIDING FOR A SEVERABILITY CLAUSE; BY PROVIDING FOR A REPEALER CLAUSE; AND BY PROVIDING FOR THE EFFECTIVE DATE OF THIS ORDINANCE UPON PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW.

Hailey Ordinance No. 1070 amends Hailey Municipal Code, as follows:

**Section 1** amends Chapter 13.05 of the Hailey Municipal Code, by:

- a) amending Section 13.05.010, General Provisions, to provide that the Public Works Director has the authority to administer the provisions of Chapter 13.05 of the Hailey Municipal Code;
- b) amending Section 13.05.020, Abbreviations, to revise the abbreviations of ASPP (accidental spill prevention/slug control plan) and TTO (Total Toxic Organics);
- c) amending Section 13.05.030, Definitions, to revise the definitions of Authorized Representative of the User, Environmental Protection Agency, New Source, Prohibited Discharge Standards or Prohibited Discharges, Significant Industrial User, Toxic Pollutants, Upset, and User or Industrial User, and to add the definitions of Best Management Practices, Color, and POTW Director;
- d) amending Section 13.05.040, Regulations; Prohibited Discharge Standards, to delete delineated substances and replace with 25 substances which are prohibited from being introduced into a Publicly Owned Treatment Works (POTW), to add daily maximum allowable discharge limits for arsenic, cadmium, chromium, copper, cyanide, lead, mercury, nickel, oil and greases (animal, vegetable and petroleum based), pH, phosphorus, silver and zinc, and to provide standards for fat, oil and grease and grit interceptors/traps;
- e) amending Section 13.05.050, Fees, to add a fee for issuance of a pretreatment discharge permit;

f) amending section 13.05.060, Administration, to provide that the city reserves the right not to issue a pretreatment discharge permit if pretreatment discharge requirements are not met and that a pretreatment discharge permit holder may be liable for damage to the city wastewater system, to delete requirements for categorical users, to revise the procedure for the issuance and denial of a pretreatment discharge permit, to delete a potential reason of revocation of a pretreatment discharge permit based on a refusal to allow the city access to facility premises and records, to delete the city's requirement to notify the user of a pretreatment discharge permit of the its expiration 90 days before the expiration of the permit, to provide that permit holders outside of the city limits are subject to other use regulations established in an agreement between the city and the permit holder, to clarify the appeal process for pretreatment discharge permits, to delete the 90 day time frame for a new user of a POTW to submit, upon request of the wastewater division head, a report of the type and amount of prohibited and regulated substances, to require analyses to be performed in accordance with subsections 13.05.060(K) and (L), to require consent to enter facilities to inspect for compliance with a pretreatment discharge permit, and to clarify total toxic organic reporting;

g) amending Section 13.05.070, Enforcement, to clarify the assessment of costs, to clarify nonemergency procedures and delete the prohibition of refusal of access for inspection purposes, to delete the appeal process for an order for a show cause hearing, to provide procedures for judicial proceedings allowing for injunctive relief and criminal prosecution, to make it a misdemeanor for violation of Chapter 13.05, a pretreatment discharge permit or order, for introduction of a substance into a POTW which causes personal injury or property damage, for making false statements pursuant to Chapter 13.05 and for falsifying or tampering with monitoring devices required under Chapter 13.05, all of which is punishable by a fine of \$1000 or six months in the county jail, or both such fine and imprisonment, to provide for restitution for damage caused by a violation of Chapter 13.05 or a discharge causing damage to the city's wastewater system, to establish a civil penalty in an amount not to exceed \$1000 per violation for a violation of an order, regulations, rules or permits of the city or for failure to comply with Chapter 13.05 and procedures for a civil penalty, to provide that the remedies under Chapter 13.05 are not exclusive, to delete provisions involving enforcement actions and appellate procedures, and to clarify that an affirmative defense is available if the requirements of Section 13.05.070(E)(2) are met;

h) amending Section 13,05.080, to delete the provisions involving penalties, and to renumber 13.05.080, Records Retention; and

i) renumbering Section 13,05.090, Nonliability.

**Section 2** provides for a severability clause.

**Section 3** provides for a repealer clause.

**Section 4** provides for an effective date of the ordinance.

The full text of Ordinance No. 1070 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. 1070 of the City of Hailey, that I have compared it to the full text of Ordinance No. 1070, 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, 2010.

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

Publish: Idaho Mountain Express, October \_\_, 2010

AGENDA ITEM SUMMARY

DATE: 10/25/2010

DEPARTMENT: Legal

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

SUBJECT:

Hailey Ordinance No. 1073 (Wastewater Freeze Protection Adjustment) Summary

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

I am attaching a proposed summary of Hailey Ordinance No. 1073 (Wastewater Freeze Protection Adjustment).

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. 1073.

FOLLOW-UP REMARKS:

## SUMMARY OF HAILEY ORDINANCE NO. 1073

The following is a summary of the principal provisions of Ordinance No. 1073 of the City of Hailey, Idaho, duly passed and adopted October 25, 2010, by the City Council and Mayor of the City of Hailey:

AN ORDINANCE OF THE CITY OF HAILEY, IDAHO, AMENDING SECTIONS 13.04.130(B) AND (D) OF THE HAILEY MUNICIPAL CODE TO PROVIDE FOR AN ALTERNATIVE CALCULATION OF METERED WASTEWATER USER FEES FOR CONTINUAL AND INTERMITTENT USE OF WATER NEEDED TO PREVENT FROZEN PIPES DURING THE WINTER MONTHS; 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. 1073 amends Hailey Municipal Code, as follows:

**Section 1** amends Chapter 13.04.130(B) of the Hailey Municipal Code, by providing an exception to the annual adjustment of the monthly wastewater metered charge as described in Section 13.04.130(D)(3) of the Hailey Municipal Code.

**Section 2** amends Chapter 13.04.130(D) of the Hailey Municipal Code, by allowing a reduction in metered wastewater fees if water is continually or intermittently run between November and March 31 of the following year to prevent pipes from freezing, provided that the water which is run to prevent freezing is not run into the Wastewater system and provided that the owner provides satisfactory proof the water is not run into the Wastewater system.

**Section 3** provides for a repealer clause.

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

**Section 5** provides for an effective date of the ordinance.

The full text of Ordinance No. 1073 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. 1073 of the City of Hailey, that I have compared it to the full text of Ordinance No. 1073, 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, 2010.

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

Publish: Idaho Mountain Express, October \_\_, 2010