

STAFF REPORT

TO: Hailey City Council
FROM: Becky Stokes, Treasurer and Heather Dawson, City Administrator
DATE: October 22, 2009
RE: Capital Projects Interest – Policy Direction to Treasurer

Using the Statement of Revenue and Expenditures, the following table is the “bottom line” fund recap for the previous fiscal year. During this year the council determined, at our recommendation, to set up the Capital Projects fund and transfer funds from the General Fund into it which had been received over the years for Annexation Fees, Development Impact Fees, Property Sales and Public Art donations. Up until this year, all interest earned on the investments of these funds were considered General Fund Revenue. Having made that policy decision after the start of the fiscal year, the budget plan for the year does not anticipate the General Operating Fund interest earnings reduction. The Budgeted to Actual interest earnings across the funds is:

General Operating Fund			Capital Projects Fund		
Budgeted	Actual	Percent %	Budgeted	Actual	Percent %
\$ 152,000	\$14,198	9 %	-0-	\$103,731	100000 %

This change in fund structure resulted in a decrease in the General Operating Fund Balance of \$129,135. In September, the City Administrator informed the Council of an anticipated decrease of approximately \$100,000, and presented a cash-management plan for 2010 to accommodate the decrease. Conversely, the Capital Fund Balance shows an increase of \$117,608.

The Council may want to address this matter through methods other than cash management. Several policy options exist, including:

1. Direct Treasurer to adjust the interest earnings for 2009 only, to meet the 2009 budget plan, adjusting interest revenue to its budgeted income center (General Fund rather than Capital);
2. Direct Treasurer to adjust interest earnings of the Capital Fund in perpetuity to General Operating Fund.
3. Direct Treasurer to retain Capital Interest in the Capital Fund, to meet growing capital needs.

The Revenue and Expense Reports, with Fund Balances at the beginning and end of the fiscal year, are summarized on the following page to illustrate the effect across funds of these policy considerations. Please discuss this matter and make a motion to adopt one of the above Policies, or a hybrid of your own making.

Feel free to call with questions.

Attached Statement of Revenues and Expenditures with Comparison to Budget

Report printed 10/23/2009

	Gen Fund	Cap Proj	Water	Sewer	Water Repl	Sewer Repl
Revenue	4,110,787.54	331,130.93	1,218,684.36	1,376,810.13	59,575.23	38,850.14
Expenses	4,211,922.27	213,523.38	1,014,311.56	1,132,609.15	96,869.29	209,147.45
Balance	\$ (101,134.73)	\$ 117,607.55	\$ 204,372.80	\$ 244,200.98	\$ (37,294.06)	\$ (170,297.31)

Revenue not yet received which will affect General Fund:

LOT receipts in Oct for September sales - the due date is the 26th of October, but are received until the end of the month

Anticipate reduction approx **\$4,000**

Shared Sales Tax from State

Anticipate reduction approx **\$24,000**

Above Adj **(28,000.00)** Estimated difference in LOT and State Shared Sales Tax Allotment

Estimated Balance \$ (129,134.73) \$ 117,607.55 \$ 204,372.80 \$ 244,200.98 \$ (37,294.06) \$ (170,297.31)

AGENDA ITEM SUMMARY

DATE: 10/26/09 DEPARTMENT: PW - Water DEPT. HEAD SIGNATURE: 

SUBJECT: Discussion of transferring the APW water right for use at the Middle School

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

The City of Hailey received a water right from the Airport West development for irrigation of approximately 9 acres. The attached documents would transfer that water right over to the old well site in Northridge in preparation for use at the Middle School which has approximately 9 acres of fields to irrigate. Removal of the Middle School from the city water system has been a stated goal of the city and is in the CIP. Discussions with the school district have been preliminary to date and would need to be continued to come to an agreement for use of this water right. Removal of the Middle School from the potable water system would remove a large water user from the Northridge area which could possibly aid with water pressures in the area.

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 _____



SPF WATER
ENGINEERING

October 22, 2009

His Honor the Mayor
City of Hailey via email
115 Main St. S., Suite H
Hailey, ID 83333

Re: Water Right Transfer Application
Irrigation of Wood River Middle School

Dear Mayor Davis,

While working with City staff (including Tom Hellen), we became aware of a small City-owned water right authorizing irrigation of approximately 9 acres using ground water. The City acquired the water right from Airport West Partners during its development of land near Friedman Memorial Airport. The City is not currently using the water right.

The City asked SPF to prepare a transfer application for submittal to the Idaho Department of Water Resources (IDWR) that would move the water right to an existing well on a City-owned lot and authorize irrigation of the sports field at Wood River Middle School. The application is attached and ready for signature. Please refer to the attached maps; they will be helpful.

If the City chooses to proceed, please sign the application where indicated on Page 2 (having the signature notarized). Please return the signed application to SPF for submittal to IDWR. Also enclose a check for \$250.00 payable to "IDWR" for the applicable transfer fee.

Please contact me with any questions concerning this process.

Best Regards,

A handwritten signature in cursive script that reads "Roxanne Brown".

Roxanne Brown
Sr. Water Rights Specialist

CC: Pat Brown, Esq.

Enclosures

SPF Job No. 330.0070

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

**APPLICATION FOR TRANSFER OF WATER RIGHT
MINIMUM REQUIREMENTS CHECKLIST**

An application for transfer must be prepared in accordance with the minimum requirements listed below to be acceptable for processing by the Department. The instructions, fee schedule and water right proof report or details report for Part 2A of the transfer application are available from any Department office or on the Department's website @ <http://www.idwr.idaho.gov/>.

Yes *N/A* Check whether each item below is *attached* (Yes) or *not applicable* (N/A) for the proposed transfer.
 Means this item is always required and should be included in application.

- Completed Application for Transfer of Water Right form, Part 1.
- Notarized signature of applicant(s) or applicant's authorized representative on first page of transfer application form. Include evidence of authority labeled Attachment #3 (see below) if signed by representative.
- Application for Transfer Part 2A. Attach a Proof Report (obtained from Department) or Details Report (obtained on website) describing each water right in the transfer as currently recorded. (Attached Director's Report page)
- Complete and attach an Application for Transfer Part 2B/C for each water right for which only a portion is proposed to be changed through this transfer application.
- Application for Transfer Part 3 must be completed for transfer applications proposing to change the nature of use of the water right(s) or proposing changes to supplemental right(s).
- Correct fee submitted with transfer application form. (See last page of the application for transfer instructions.)

Attachments to Application Label each attachment with the corresponding number shown below as Attachment #1-9.

- #1 If the applicant is a business, partnership, organization, or association, and not currently registered in the State of Idaho as a business entity, attach documentation identifying officers authorized to sign or act on behalf of right holder. (See Part 1.)
- #2a Water Right ownership documentation if Department records do not show the transfer applicant as the current water right owner.
- # 2b If the ownership of the water right will change as a result of the proposed transfer, attach documentation showing land and/or water right ownership at the new place of use. Include documentation for all affected land and owner(s).
- #3 Documentation of authority to make the change if the applicant is not the water right owner.
- #4 Power of Attorney or documentation providing authority to sign or act on the applicant's behalf. (See Part 1.)
- #5 If the transfer application proposes to change the point of diversion for a water right affecting the Eastern Snake Plain Aquifer (ESPA), attach the results of an ESPA analysis and a detailed mitigation plan to offset any depletions to hydraulically connected reaches of the Snake River.
- #6 Notarized statement of agreement from each lien holder or other entity with financial interest in the water right(s) or land affected by the proposed transfer. (See Part 1.6.b.)
- #7a Attach a map identifying the proposed point(s) of diversion, place(s) of use, and water diversion and distribution system details as described on the application. Include legal description labels. If only a portion of the right is proposed to be changed, identify the current location of the part of the existing right(s) proposed to be changed. (See Part 3A.)
- #7b If the transfer application proposes to change the place or purpose of use of an irrigation right attach a Geographic Information System (GIS) shape file, or an aerial photo or other image clearly delineating the location and extent of existing acres and changes to the place of use.
- #8a If the transfer application proposes to change the nature of use or period of use for one or more rights, provide documentation describing the extent of historic beneficial use for the water rights proposed to be transferred and describe how enlargement will be avoided. (See Part 3B.)
- #8b If the transfer application proposes to change the place of use of a supplemental irrigation right, provide documentation regarding the historic availability or reliability of the primary right(s) being supplemented, both before and after the proposed change. (See Part 3C.)
- #9 Other. Please describe: _____

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1

Name of Applicant City of Hailey Phone (208) 788-4221

- If applicant is not an individual and not registered to do business in the State of Idaho, attach documentation identifying officers authorized to sign or act on behalf of the applicant. Label it Attachment #1.
- Attach water right ownership documentation if Department records do not show the transfer applicant as the current water right owner. Label it Attachment #2a.
- If the ownership of the water right will change as a result of the proposed transfer, attach documentation showing land and water right ownership at the new place of use. Include documentation for all affected land and owner(s). Label it Attachment #2b.
- Attach documentation of authority to make the proposed change if the applicant is not the water right owner. Label it Attachment #3.

Mailing address 115 S. Main St., # H, Hailey, ID 83333 Email _____

Other person(s) such as attorneys, consultants, or court appointed representatives authorized to act on the applicant's behalf:
Patrick D. Brown, Esq.

Mailing address P.O. Box 207, Twin Falls, ID 83303-0207 Phone (208) 733-9300 Email _____

- Attach Power of Attorney or documentation providing authority to act on the applicant's behalf. Label it Attachment #4.

I hereby assert that no one will be injured by the proposed changes and that the proposed changes do not constitute an enlargement in use of the original right(s). The information contained in this application is true to the best of my knowledge. I understand that any willful misrepresentations made in this application may result in rejection of the application or cancellation of an approval.

Signature of Applicant or Authorized Representative Print Name and Title if applicable

Subscribed and sworn to before me this _____ day of _____, 2008

(Notary Public)

My commission expires _____

A. PURPOSE OF TRANSFER

1. Change point of diversion Add diversion point(s) Change place of use
 Change nature of use Change period of use Other _____

2. Describe your proposal in narrative form, including a detailed description of non-irrigation uses to justify amounts transferred, and provide additional explanation of any other items on the application. Attach additional pages if necessary and label it Part 1A.2.

Licensed water right 37-7683 was split during the processing of Transfer #70260 into two portions: 37-20831 and 37-20832. Both of the water rights were originally held by the transfer applicant (Airport West Partners). Airport West Partners retained water right 37-20832 for irrigation of landscape within a new development near the Friedman Memorial Airport. Water right 37-20831 was conveyed to the City of Hailey. This application proposes moving the point of diversion to an existing well near the Wood River Middle School to provide irrigation water for athletic fields on the school grounds. Both the existing place of use and the proposed new place of use are within the service area of the City of Hailey and hence have the same overlapping municipal water rights.

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1 Continued

6. General Information:

a. Describe the complete diversion system, including how you will accommodate a measuring device and lockable controlling works should they be required now or in the future:

An existing well will be equipped with an appropriately sized pump to deliver water via pipeline to the Wood River Middle School for sprinkler irrigation of the athletic field. Flow rate and totalizing meters can be installed at the well site, if necessary in the future.

b. Are the lands from which you propose to transfer the water right subject to any liens, deeds of trust, mortgages, or contracts? If yes, list the name of the entity and type of lien:

No.

It is the applicant's responsibility to provide notice to lien holder, trustee, mortgagor, or contract holder of the proposed changes that may impact or change the value of the water rights or affected real property. Any misrepresentation of legal encumbrance on this application may result in rejection of the application or cancellation of an approval.

Attach a notarized statement from the holder of the lien, deed of trust, mortgage or contract agreeing to the proposed changes. Label it Attachment #6.

c. Describe the affect on the land now irrigated if the place of use is changed pursuant to this transfer:

The land that was previously irrigated under water right 37-7683 (the "parent" of water right 37-20831) has been subdivided and is currently being developed. Water right 37-20831 was split from 37-7683 by Transfer #70260 in 2003 and subsequently conveyed to the City of Hailey. Irrigation under water right 37-20831 no longer occurs at the original site.

d. Describe the use of any other water right(s) for the same purpose or land, or the same diversion system as right(s) proposed to be transferred at both the existing and proposed point(s) of diversion and place(s) use:

Both the existing place of use and the proposed new place of use are within the service area of the City of Hailey and hence have the same overlapping municipal water rights.

e. To your knowledge, has/is any portion of the water right(s) proposed to be changed

- | | | |
|--------------------------|-------------------------------------|---|
| Yes | No | |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | undergone a period of five or more consecutive years of non-use, |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | currently leased to the Water Supply Bank, |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | currently used in a mitigation plan, or |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | currently enrolled in a Federal set-aside program limiting the use of water under the rights? |

If yes, describe: _____

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT
PART 2

A. DESCRIPTION OF RIGHT # 37-20831 AS RECORDED

For each water right listed in Part 1 B.1. of the application, attach a Proof Report (obtained from Department) or Details Report (obtained from website). Label it Part 2A.

B. DESCRIPTION OF PORTION OF RIGHT # _____ BEING TRANSFERRED

Complete and attach one copy Part 2B. for each right for which only a portion is proposed to be changed.
 Part 2B. is not applicable (the entire right is proposed to be changed).

1. amount _____ (cfs/ac-ft) for _____ purposes from _____ to _____
amount _____ (cfs/ac-ft) for _____ purposes from _____ to _____
amount _____ (cfs/ac-ft) for _____ purposes from _____ to _____

2. Point(s) of Diversion:

Lot	¼	¼	¼	Sec	Twp	Rge	County	Local Name for Diversion

3. Lands irrigated or place of use:

Twp	Rge	Sec	NE ¼				NW ¼				SW ¼				SE ¼				Totals		
			NE	NW	SW	SE															

Total Acres _____

C. DESCRIPTION OF UNCHANGED PORTION OF RIGHT # _____

Complete and attach one copy of Part 2C. for each right for which only a portion is proposed to be changed. If the entire
 Part 2C. is not applicable (the entire right is proposed to be changed).

1. amount _____ (cfs/ac-ft) for _____ purposes from _____ to _____
amount _____ (cfs/ac-ft) for _____ purposes from _____ to _____
amount _____ (cfs/ac-ft) for _____ purposes from _____ to _____

2. Point(s) of Diversion:

Lot	¼	¼	¼	Sec	Twp	Rge	County	Local Name for Diversion

3. Lands irrigated or place of use:

Twp	Rge	Sec	NE ¼				NW ¼				SW ¼				SE ¼				Totals			
			NE	NW	SW	SE																

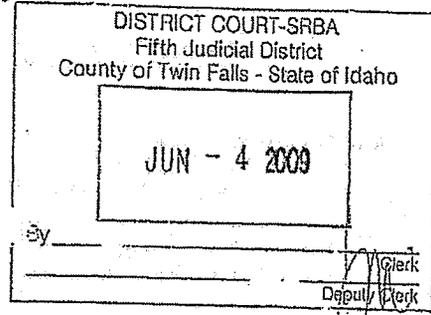
Total Acres _____

Part 2A

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

In Re SRBA)
Case No. 39576)

PARTIAL DECREE PURSUANT TO I.R.C.P. 54(b) FOR Water Right 37-20831



NAME AND ADDRESS: CITY OF HAILEY 115 S MAIN ST #K HAILEY, ID 83333

SOURCE: GROUND WATER

QUANTITY: 0.21 CFS 27.30 AFY

PRIORITY DATE: 10/14/1977

POINT OF DIVERSION: T02N R18E S15 NENWS Within Blaine County

PURPOSE AND PERIOD OF USE:	PURPOSE OF USE	PERIOD OF USE	QUANTITY
	Irrigation	04-01 TO 11-01	0.21 CFS 27.30 AFY

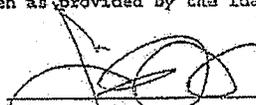
PLACE OF USE: Irrigation T02N R18E S15 NESW 9.1 9.1 Acres Total Within Blaine County

OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFICIENT ADMINISTRATION OF THE WATER RIGHTS AS MAY BE ULTIMATELY DETERMINED BY THE COURT AT A POINT IN TIME NO LATER THAN THE ENTRY OF A FINAL UNIFIED DECREE. I.C. SECTION 42-1412(6).

RULE 54(b) CERTIFICATE

With respect to the issues determined by the above judgment or order, it is hereby CERTIFIED, in accordance with Rule 54(b), I.R.C.P., that the court has determined that there is no just reason for delay of the entry of a final judgment and that the court has and does hereby direct that the above judgment or order shall be a final judgment upon which execution may issue and an appeal may be taken as provided by the Idaho Appellate Rules.


John M. Malansen
Presiding Judge of the
Snake River Basin Adjudication

02N18E

NESW

NWSE

4

SESW

SWSE

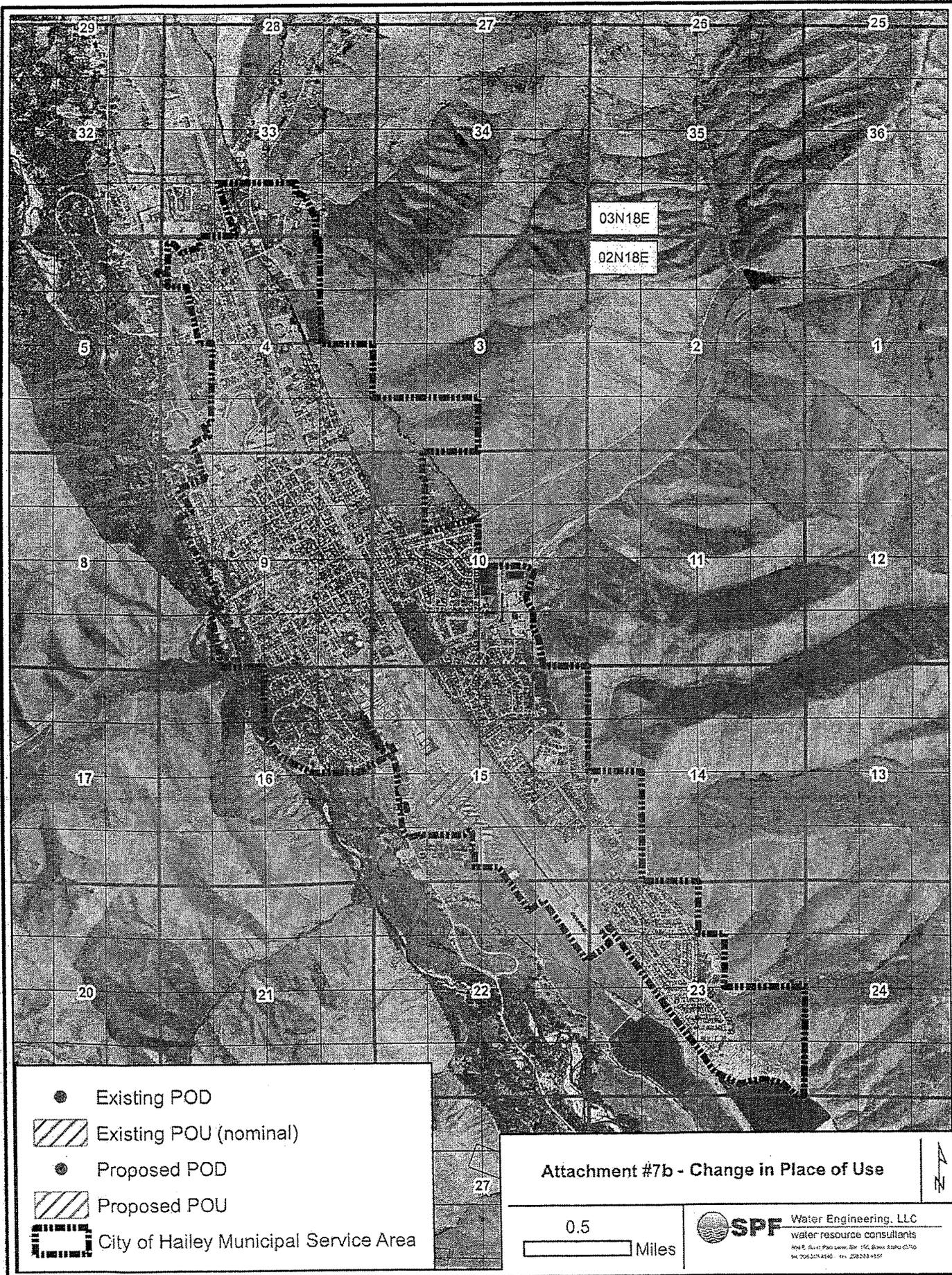
- Proposed POD
- Proposed POU
- ▤ Well Lot (City-owned)

Attachment #7a - Proposed Point of Diversion and Place of Use



0.03 Miles

SPF Water Engineering, LLC
 water resource consultants
 201E Third Park Lane, Ste. 101, Suite 1000, #101
 St. Louis, MO 63102-1445 Tel: 314.552.4450



- Existing POD
- ▨ Existing POU (nominal)
- Proposed POD
- ▨ Proposed POU
- ▭ City of Hailey Municipal Service Area

Attachment #7b - Change in Place of Use

0.5
Miles

SPF Water Engineering, LLC
 water resource consultants
804 E. 3rd St. P.O. Box 1000, Hailey, ID 83401
 Tel: 208.737.4140 Fax: 208.737.4339

AGENDA ITEM SUMMARY

DATE: 10/26/09 DEPARTMENT: Legislative DEPT. HEAD SIGNATURE: HD

SUBJECT:

Consideration of Agreement with Blaine County for Consolidated Emergency Communications Services (Dispatch Agreement)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

A year ago Hailey agreed to pay for dispatch services on a month-to month basis during 2008/2009. In lieu of a Memorandum of Understanding that was not acceptable to Hailey, an October 13, 2008 letter was drafted to outline Hailey's position relative to county dispatch service during the 2008/2009 fiscal year. That letter is attached. In short, we had no "contract for services" last year.

Blaine County has drafted an Agreement for dispatch services for the fiscal year 2009/2010, and has asked cities to consider accepting this agreement. City staff has some concerns about the draft agreement, specifically:

Fire: Under Item #2 Personnel:

This paragraph understandably delves into undefined personnel shortages, presumably sicknesses and turnover issues. With our current economy, I am somewhat concerned that the county may institute a "reduction of force", by either placing a freeze on hiring for vacant positions, or simply reducing the 13 dispatcher positions down to 10 or 11 positions. While I am not an attorney, Section 2 as written would still obligate the city (and all other entities) to pay the full price listed on the contract regardless of the number of dispatchers ultimately on duty. Therefore I would recommend some type of language that would indicate that "if there were to be any prolonged or permanent reduction of dispatch center workforce that results in payroll savings, that the savings would either be prorated back to the users, or rolled over as credit for the following year".

Lacking this understanding, it would seem as the savings would just be absorbed into the County budget.

Administrator: Under Item #6 Method of Payment:

This paragraph asks for payment for services on a quarterly basis, which is satisfactory to us. However, the request is for payment at the **beginning** of the quarter, prior to the service being rendered. In a correspondence sent to Blaine County in mid-September, the Hailey City Administrator communicated that Hailey would prefer payment for services at the **end** of the quarter, on the 25th day of the month. We expect this to be necessary to insure adequate cash flow for large payments, as the payment schedule follows our cash receipt schedule and is consistent with other cash management policies held by the City of Hailey.

The City Council has the authority to enter into contracts which supersede such policies.

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Discuss agreement, consider staff recommendations, offer amendments to Blaine County.

FOLLOW-UP REMARKS:

October 13, 2008

Blaine County Board of County Commissioners
Chairman Tom Bowman
206 First Avenue South, Suite 300
Hailey, ID 83333

Dear Chairman Bowman:

This letter is in response to your correspondence of October 2, 2008, in which you ask Hailey to commit in writing a contribution to the 2009 Blaine County Communication Center operations function at the level of service received by all other jurisdictions, and to define what is meant by that level of service.

Hailey proposes to contribute \$64,700 to the Blaine County Communication Center operations through 12 monthly payments of \$5,391.66 each. During the first two weeks of each month beginning November, 2008, Hailey will evaluate the service it received during the previous month and assess whether it is the same service received by other jurisdictions within the county before distributing the payment to Blaine County. Specifically, Hailey will evaluate whether communication center procedures, protocol, and direction to dispatch staff are developed, written, communicated, trained, assessed, and corrected differently for Hailey than for other jurisdictions.

Hailey continues to affirm that the operations within the Blaine County Communication Center are fully a county function, and does not intend that its contribution to the 2009 operations diminish that belief. Rather, Hailey's contribution is our effort to provide sufficient time for a full dialogue to unfold relative to the nature and structure of emergency and non-emergency communications within Blaine County.

We again thank you and the Blaine County Board of Commissioners for supporting that dialogue through Proposition 2.

Sincerely,

Rick Davis
Mayor, City of Hailey

City of Hailey

115 MAIN STREET SOUTH, SUITE H
HAILEY, IDAHO 83333

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

September 14, 2009

Derek Voss
Blaine County Administrator
Hailey ID 83333

Dear Derek,

The City of Hailey will amend its cash management policy in the new fiscal year beginning October 1, 2009. Previously, we have submitted monthly contributions to Blaine County to support dispatch operations. These payments followed the month of service, so in effect we have previously paid the annual budgeted amount in monthly installments beginning in November and ending in early October.

Hailey will amend its cash management policy such that our contributions to partnering agencies will be made on a quarterly basis. Our budgeted amount for fiscal year 2009-2010 of \$143,255 will be paid in quarterly payments during the month following the completion of each quarter. We will remit \$35,813.75 to Blaine County on the 25th day of the month in January, April, July, and October, 2010.

These policy changes are being made in the interest of improved cash management, a necessary prerequisite to Hailey's continued support of important partners through high budget contributions. Thank you for working with us through these transitions.

Respectfully yours,



Heather Dawson
Hailey City Administrator

cc: Larry Schoen, Board of Commission Chair
JoLynne Drage, County Clerk

**CONSOLODATED EMERGENCY COMMUNICATIONS
SERVICES AGREEMENT**

This AGREEMENT is made and entered this _____ day of _____, 2009, by and between BLAINE COUNTY, 206 1st Avenue South, Suite 300, Hailey, ID 83333, (hereinafter referred to as "County") and _____ ("Customer");

WHEREAS, the County operates a consolidated emergency communications system for various fire protection and law enforcement agencies within Blaine County; and

WHEREAS, the Board of County Commissioners serves as the Governing Board as defined by Idaho Code Section 31-4802(7) for the purpose of maintaining and operating a consolidated emergency communications system; and

WHEREAS, County and Customer desire to enter into an agreement whereby the County will provide consolidated emergency communications services for Fiscal Year 2009-10; and

WHEREAS, the parties to this services agreement have agreed to a funding model that allocates the cost of providing these services amongst the Customers of said services for Fiscal Year 2009-10;

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS HEREIN CONTAINED, IT IS MUTUALLY AGREED AS FOLLOWS:

1. Services: County agrees to provide consolidated emergency communications services to customer in the manner set forth in this Agreement. Service shall include 24 hour per day staffing by qualified communications personnel for the purpose of answering and dispatching calls requesting fire, law enforcement, and medical services, including emergency and routine radio communications with law enforcement and fire agencies, communications between members and other dispatch related resources, and support relating to the functions of Customer.
2. Personnel: Personnel providing consolidated emergency communications services shall be County employees and the County shall be responsible for the hiring, training, and supervision of said employees. The parties agree that from time to time, labor shortages may arise, in which case the County will use its best efforts to maintain the necessary staff and equipment to meet its obligations under this Agreement.

3. Hold Harmless: County and Customer hereby covenant and agree to hold and save harmless the other and all of its officers, agents, and employees from all claims whatsoever that might arise against its officers, agents, or employees in the performance of the duties to be performed by County and Customer under the terms of this Agreement.
4. Cost of Services Formula: The parties have agreed to a formula to determine Customer's payment responsibility for Fiscal Year 2009-10, which is attached to this agreement as Exhibit A. Nothing herein binds or entitles either party to a particular cost of services formula beyond Fiscal Year 2009-10.
5. Cost of Services: Pursuant to the agreed upon Cost of Services Formula, Customer agrees to pay County \$_____ for the services outlined in this Agreement for Fiscal Year 2009-10.
6. Method of Payment: Payment for services shall be paid to the Blaine County Clerk quarterly on the first day of each quarter (October 1st, January 1st, April 1st, and July 1st).
7. Dispatch Advisory Councils: Upon entering into this Agreement, Customer becomes a member in both the Technical Advisory Council and the Partner Advisory Council. The Technical Advisory Council will be comprised of dispatch users who will provide input and recommendations to the County Administrator and Governing Board on technical issues relating to PSAP (9-1-1) and Dispatch services and equipment. The Partner Advisory Council will be comprised of Customer representatives who will provide input and recommendations to the County Administrator and Governing Board on funding issues relating to PSAP (9-1-1) and Dispatch services and equipment. Meetings of both Councils shall be open public meetings and minutes shall be taken and circulated to Council Members pursuant to the notice specified by this agreement.
8. Notices: Any notice may be served upon County by certified mail to the Board of County Commissioners at 206 1st Avenue South, Suite 300, Hailey, ID 83333; and any notice may be served upon Customer by certified mail to _____ at _____. Service of a notice by certified mail shall be deemed complete upon the date of the postmark by certified mail. Either party may change the address for services of notice by written notice to the other party.
9. Term: The term of this Agreement shall be for Fiscal Year 2009-10, which commences on October 1, 2009 and concludes on September 30, 2010. The parties may extend the term beyond September 30, 2010, by mutual written agreement.

10. Termination: Either party may terminate this agreement before the end of the term, with or without cause, by providing the other party with ninety (90) days written notice, but shall be responsible for a pro rata share of services rendered prior to termination.
11. Merger: This Agreement embodies the sole understanding of the parties. There are no other oral or written agreements outside of this Agreement. No modification, amendment or addition to this Agreement shall be effective unless agreed to by the Parties in a written instrument duly executed by Contractor and the Board.
12. Waiver: The failure of any Party to insist upon strict performance of any of the obligations contained herein shall not be deemed a waiver of any rights or remedies that said Party may have, and shall not be deemed a waiver of any subsequent breach in the performance of any of the terms and provisions contained herein by the same or any other person.
13. Third Party Beneficiary Rights: This Agreement is not intended to create, nor shall it be in any way interpreted or construed to create, any third party beneficiary rights in any person not a party hereto unless otherwise expressly provided herein.
14. Construction: No presumptions shall exist in favor of or against any party to this Agreement as a result of the drafting and preparation of this Agreement.
15. Venue and Controlling Law: In the event an action is brought to enforce or interpret this Agreement, the parties submit to the exclusive jurisdiction of the courts of the State of Idaho, and agree that venue for any such action shall be in Blaine County, Idaho. The validity, performance and construction of this Agreement shall be governed by the laws of the State of Idaho.
16. Attorney Fees: In the event any person initiates or defends any legal action or proceeding to enforce or interpret any of the terms of this Agreement, or to declare forfeiture or termination, the prevailing party in any such action or proceeding shall be entitled to recover from the losing party its reasonable costs and attorney's fees (including its reasonable costs and attorney's fees on any appeal).

EXECUTED and effective as of the day and year provided herein.

BLAINE COUNTY, IDAHO

By: Lawrence Schoen
Chairman, Board of County Commissioners

Attest: _____
Jolynn Drage, Clerk

CUSTOMER

By:

Exhibit A

Salary/Overtime Benefits Op. Expenses Total Expenses	Expenses \$600,465 \$270,209 \$34,000 \$904,674	Addresses in Parcel Data System (by fire district*)	Hotel Units	Fire/Med. Units	Law Enf. Units	Total Units	Allocation Dispatchers 1-6	% of Total Units	Allocation of Dispatchers 7-8 w/ Op. Expenses	% of Urban Units	Expenses \$230,948 \$103,926 \$334,874	Expenses \$600,465 \$270,209 \$904,674
Jurisdiction							Dispatchers 1-6		Dispatchers 7-8 w/ Op. Expenses		Allocation of Dispatchers 9-13	Total Allocation
City of Bellevue		1008	30	1021	1078	2049	\$0	7.9%	\$13,221	4.6%	\$15,348	\$28,569
Carey Rural F&R		681		681	0	681	\$0	2.6%	\$4,394	0	\$0	\$4,394
City of Hailey		3250	183	3327	3374	6701	\$0	25.7%	\$43,240	29.9%	\$100,010	\$143,249
City of Ketchum		3830	237	3930	3991	7921	\$0	30.4%	\$51,108	35.3%	\$118,208	\$169,316
Ketchum Rural		1665	16	1672	0	1672	\$0	6.4%	\$10,787	0.0%	\$0	\$10,787
Minidoka		19		19	0	19	\$0	0.1%	\$123	0.0%	\$0	\$123
Smiley Creek		77		77	0	77	\$0	0.3%	\$497	0.0%	\$0	\$497
City of Sun Valley		2565	253	2671	2737	5408	\$0	20.8%	\$34,897	24.1%	\$80,713	\$115,610
West Magic		121		121	0	121	\$0	0.5%	\$781	0.0%	\$0	\$781
WRFR		1380		1380	0	1380	\$0	5.3%	\$8,904	6.2%	\$20,595	\$29,499
Blaine County		n/a		n/a	n/a	n/a	\$401,850	n/a	\$0	n/a	0	\$401,850
Total		14,596	719	14,898	11,131	26029	\$401,850	100.0%	\$167,950	100%	\$334,874	\$904,674

Notes: *District Boundaries as verified by State Tax Commission Data

AGENDA ITEM SUMMARY

DATE: October 26, 2009

DEPARTMENT: Planning

DEPT. HEAD SIGNATURE: BR

SUBJECT: Woodside Fire Station

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

The design of the Woodside Fire Station will be presented at the October 26 meeting in order for the Council to authorize the submittal of the plans as part of the applications for Design Review and Conditional Use Permit submitted to the Planning Department for processing. If the Council finds the plans agreeable, then a public hearing before the Planning and Zoning Commission will take place on November 2.

Any conditions of approval that are imposed by the Planning and Zoning Commission will be presented to the Council the first Council meeting following the Commission's decision on the applications and prior to the Commission signing the Findings of Fact and Conclusions of Law. This will give the Council the opportunity to review the conditions of approval and determine whether the City can agree to them.

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 type="checkbox"/> Engineer | <input type="checkbox"/> Public Works, Parks | _____ |
| <input checked="" type="checkbox"/> Fire Dept. | <input type="checkbox"/> P & Z Commission | _____ |

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

ADMINISTRATIVE COMMENTS/APPROVAL:

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

ACTION OF THE CITY COUNCIL:

Date _____

City Clerk _____

FOLLOW-UP:

*Ord./Res./Agmt./Order Originals: Record
Copies (all info.): _____
Instrument # _____

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

[The page contains extremely faint and illegible text, likely bleed-through from the reverse side of the document. The text is too light to transcribe accurately.]

AGENDA ITEM SUMMARY

DATE: 10/26/2009 DEPARTMENT: Legal

DEPT. HEAD SIGNATURE: _____



SUBJECT:

Resolution No. 2009-16 appointing five members to the Board of Directors of the Hailey Industrial Development Corporation

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

In April 2006, Hailey adopted Hailey Ordinance No. 942 and a Charter which collectively created the Hailey Industrial Development Corporation. The corporation is a public corporation which was established to assist Rocky Mountain Hardware to obtain favorable financing. As part of the original transaction, Rocky Mountain Hardware entered into a remarketing agreement with Wells Fargo. Apparently, Wells Fargo wishes to assign the loan agreement to Wachovia Bank. To accomplish this assignment, the Hailey Industrial Development Corporation has to consent. I am enclosing a copy of the assignment.

Unfortunately, all terms of the five (5) members of the Board of Directors of the corporation have expired. To remedy this problem, I would suggest that the City Council adopt the attached resolution appointing most of the original members to the Board of Directors for a term of three (3) years as allowed in Hailey Ordinance No. 942. Four of the five original members, Susan McBryant, Don Keirn, Jim Spinelli and Gary Coats are willing to continue their service on the Board of Directors. I was unable to contact the other original member, Jim Latta. Larry Schwartz has agreed to serve on the Board. Once the Board is reappointed, the Board may then authorize the execution of the consent on the assignment. Please contact me if you have any questions.

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 Resolution No. 2009-16 and to authorize the Mayor to sign.

FOLLOW-UP REMARKS:

*

CITY OF HAILEY
RESOLUTION NO. 2009-16

A RESOLUTION APPOINTING MEMBERS TO THE BOARD OF DIRECTORS OF THE INDUSTRIAL DEVELOPMENT CORPORATION OF THE CITY OF HAILEY, IDAHO; AND PROVIDING FOR TERMS

WHEREAS, the City of Hailey has heretofore, by Hailey Ordinance No. 924, adopted on April 24, 2006, authorized and provided for the establishment, organization and operation of a public corporation to implement Chapter 27, Title 50, Idaho Code;

WHEREAS, Hailey Ordinance No. 924 provides that the Hailey City Council may appoint individuals to the Board of Directors of the Industrial Development Corporation of the City of Hailey, Idaho ("Corporation");

WHEREAS, the City of Hailey has previously appointed five (5) member Board of Directors for the Corporation, but the terms of the members of the Board of Directors for the Corporation have expired; and

WHEREAS, the Hailey City Council now desires to appoint a new Board of Directors for the Corporation, and to fix their terms of office.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF HAILEY, IDAHO, AS FOLLOWS:

1. The following persons shall be appointed to the Board of Directors of the Corporation for three (3) year terms, beginning October 27, 2009, and expiring October 27, 2012:

Gary Coates
Jim Spinelli
Larry Schwartz
Don Keirn
Susan McBryant

2. This Resolution shall be in full force and effect from and after its passage and approval.

Passed and Adopted on this _____ day of October, 2009.

RICHARD L. DAVIS, Mayor

ATTEST:

MARY CONE, City Clerk

ASSIGNMENT, ASSUMPTION AND AMENDMENT AGREEMENT

THIS ASSIGNMENT, ASSUMPTION AND AMENDMENT AGREEMENT, dated as of August 1, 2009 (this "Assignment Agreement"), is entered into by and between **WELLS FARGO BROKERAGE SERVICES, LLC** (the "Assignor") and **WACHOVIA BANK, NATIONAL ASSOCIATION** (the "Assignee").

WITNESSETH:

WHEREAS, The Industrial Development Corporation of the City of Hailey, Idaho (the "Issuer") has issued its \$4,500,000 Multi-Mode Variable Rate Industrial Development Revenue Bonds, Series 2006 (Rocky Mountain Hardware Project) (the "Bonds") pursuant to the terms of that Trust Indenture, dated as of September 1, 2006 (the "Indenture"), by and between the Issuer and Wells Fargo Bank, National Association, as trustee (the "Trustee");

WHEREAS, the Issuer has lent the proceeds of the sale of the Bonds to Spring Meadow, LLC and Rocky Mountain Hardware, Inc., jointly, as borrower (the "Borrower") pursuant to that Loan Agreement, dated as of September 1, 2006 (the "Loan Agreement"), by and between the Issuer and the Borrower;

WHEREAS, the Assignor currently serves as remarketing agent for the Bonds pursuant to that Remarketing Agreement, dated as of September 1, 2006 (the "Remarketing Agreement"), by and among the Assignor, the Issuer and the Borrower; and

WHEREAS, the Assignor desires to assign all of its rights and duties under the Remarketing Agreement and the Assignee desires to accept such rights and assume such duties under the Remarketing Agreement on the terms and conditions hereinafter set forth.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

ARTICLE I

ASSIGNMENT AND ASSUMPTION

Section 1.01. Effective as of November 6, 2009, the Assignor hereby assigns, transfers and conveys all of its interests, rights and obligations under the Remarketing Agreement to the Assignee, and the Assignee hereby accepts such assignment, transfer and conveyance and assumes all of the rights and obligations of the Assignor thereunder.

Section 1.02. Effective as of November 6, 2009, the Assignor shall be released from all duties, obligations and responsibilities under the Remarketing Agreement and the Assignor's interests, rights and obligations under the Remarketing Agreement shall be deemed terminated as

to the Assignor; provided, however, the Assignor shall remain solely liable for any act or failure to act as a party to the Remarketing Agreement prior to November 6, 2009.

ARTICLE II

AMENDMENTS TO THE REMARKETING AGREEMENT

Section 2.01. The Remarketing Agreement is hereby amended by adding the following Section 4.08:

Section 4.08. Assignment to Affiliates. The Remarketing Agent shall be entitled to assign this Agreement, and its interests, rights and obligations hereunder, without the consent of the Issuer, the Borrower or any other person, to any subsidiary or affiliate of the Remarketing Agent which satisfies all requirements set forth in the Indenture to serve as the remarketing agent for the Bonds, by giving notice to the Issuer, the Borrower and the Trustee of such assignment. Such assignee shall immediately assume the interests, rights and obligations of the Remarketing Agent hereunder and upon such assignment shall for all purposes become the Remarketing Agent under this Agreement and under the Indenture without any further action.

ARTICLE III

CHANGE IN NOTICE INFORMATION; DESIGNATION OF PRINCIPAL OFFICE

Section 3.01. Effective as of November 6, 2009, any notices to be delivered to the Assignee pursuant to the Remarketing Agreement shall be delivered in the manner specified therein but shall be delivered to the following address, which address the Assignee designates as its principal office:

To Assignee: Wachovia Bank, National Association
7th Floor, NC 0612
301 South College Street
Charlotte, NC 28202-6000
Attention: Mr. Todd Bleakney
Telephone: (704) 383-6452
Facsimile: (704) 383-0065

ARTICLE IV

REPRESENTATIONS

Section 4.01. Each party hereto represents and warrants to the other that:

(a) this Assignment Agreement has been duly authorized, executed and delivered by it and, assuming the due authorization, execution and delivery hereof by the other party hereto, constitutes a legal, valid and binding obligation of it enforceable

against it in accordance with the terms hereof, subject to applicable bankruptcy, insolvency and similar laws affecting creditors' rights generally, and subject, as to enforceability, to general principles of equity regardless of whether enforcement is sought in a proceeding in equity or at law; and

(b) all consents, authorizations and approvals requisite for its execution, delivery and performance of this Assignment Agreement have been obtained and remain in full force and effect and all conditions hereof have been duly complied with, and no other action by, and no notice to or filing with, any governmental authority or regulatory body is required for such execution, delivery or performance.

ARTICLE V

DEFINED TERMS

All capitalized terms used in this Assignment Agreement and not otherwise defined shall have the meaning assigned to such term in the Remarketing Agreement.

ARTICLE VI

GOVERNING LAW

THIS ASSIGNMENT AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, SECTION 1.02(a) OF THE REMARKETING AGREEMENT.

ARTICLE VII

HEADINGS

Section headings in this Assignment Agreement are included herein for convenience of reference only and shall not have any effect for purposes of interpretation or construction of the terms of this Assignment Agreement.

ARTICLE VIII

COUNTERPARTS

This Assignment Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

[Remainder of Page Intentionally Left Blank]

The undersigned hereby consents and agrees to that Assignment, Assumption and Amendment Agreement, dated as of August 1, 2009, by and between Wells Fargo Brokerage Services, LLC, as assignor and Wachovia Bank, National Association, as assignee.

SPRING MEADOW, LLC

By Patricia A. Nickum
Name Patricia A. Nickum
Title member

ROCKY MOUNTAIN HARDWARE, INC.

By Christian Nickum
Name Christian Nickum
Title President

THE INDUSTRIAL DEVELOPMENT
CORPORATION OF THE CITY OF HAILEY,
IDAHO

By _____
Name _____
Title _____



www.archbc.org

PO Box 1292, Ketchum ID 83340

(208) 726-4411

Mr. Brian Dale

Monday, October 12, 2009

U.S. Department of Housing and Urban Development

Boise Field Office

800 Park Blvd, Suite 220

Boise, ID 83712

Subject: City of Hailey request for Revitalization Area Designation

Dear Brian,

Thank you for your help in trying to evaluate the request from the City of Hailey for designation as a Revitalization Area. Based on the criteria outlined in Housing Notice 09-01, the area most suited to the program are the following blocks located within Census Tract 9602, Block Group 3:

Blocks 6,7,11,13-19,22-29,30,31,32,38,39,44-47,79-80.

Block Group 3 is not identified in its entirety because the block group extends beyond the City limits of Hailey in to Bellevue and also includes sparsely populated areas along HWY 75 to the west and the Mountains to the east.

Thank you again for your help. Please contact me if you require additional information.

Sincerely,

Michelle Griffith

Executive Director

ARCH Community Housing Trust

CC: Rick Davis, Mayor City of Hailey

Heather Dawson, City Administrator

City of Hailey

115 MAIN STREET SOUTH, SUITE H
HAILEY, IDAHO 83333

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

August 18, 2009

Mr. Brian Dale
U.S. Department of Housing and Urban Development
Boise Field Office
800 Park Blvd, Suite 220
Boise, ID 83712

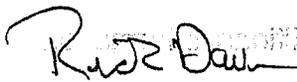
Subject: Revitalization Area Designation

Dear Mr. Dale:

The City of Hailey is very interested in the Good Neighbor Program available to geographic areas designated as Revitalization Areas by HUD. This letter respectfully requests that HUD initiate an evaluation of appropriate Hailey neighborhoods, Hailey in its entirety, and/or the surrounding area to ascertain whether any of these locations would qualify as a Designated Revitalization Area. We believe it is possible that some locations may meet either the *High Concentration of Eligible Assets* criteria or the *Low Homeownership Rate* criteria.

I would be happy to speak with you about which areas would be the most logical for this assessment, or to answer any questions you may have about this request.

Sincerely,



Rick Davis
Mayor

cc: Heather Dawson, City Administrator
File

Mary Cone

From: Heather Crocker [HCrocker@blaineschools.org]
Sent: Thursday, October 22, 2009 4:07 PM
To: Mary Cone
Subject: Jim Lewis Day

Attachments: Suggested Proclamation.docx



Suggested
Proclamation.docx (1.

Mary,

Here is what I sent Rick, September 23. He gave verbal approval to Benjamin Wood and it was announced at Jim Lewis's retirement party. Rick told us to have a school board member represent him and read the proclamation in his absence because he could not attend the party.

Thanks for your help.
Heather

Heather Crocker
Executive Director
Education Foundation of the Blaine County School District P.O. Box 253
Hailey, ID 83333
208- 578-5449 phone
208-788-3922 fax

The mission of the Education Foundation of the Blaine County School District is to provide significant financial support that enriches the educational experiences of all Blaine County School District students.

City and County of Hailey, Idaho

Whereas, Dr. Jim Lewis has improved the lives of our students and the life of our community.

Whereas, Dr. Lewis announced his retirement this summer.

Whereas, Dr. Lewis's career spanned over 39 years of public service, 13 of which led the Blaine County School District to the place it is today.

- The first school district in Idaho, and only one of 500 in the nation, to implement dual immersion
- The first to develop and launch Mileposts, a software program that redefines how education partners (parents, students, and staff) ensure academic success through goal setting, intervention and monitoring.
- The first to increase math and science requirements for high school graduation.
- One of the first in Idaho to implement preschool and all day Kindergarten.
- On the leading edge of investing resources and personnel in the Lindamood-Bell Reading program
- Created 9 high school academies providing vocational training for students
- Piloted levels testing which later became ISAT's adopted by the state of Idaho
- Sponsored the Idaho Digital Learning Academy
- Initiated workforce housing program to attract and retain the highest qualified staff
- Built three new schools and expanded and enhanced all existing schools as a result of enrollment increase from 2,977 students to 3,284 and the passage of a \$39.8M levy.

Whereas, Dr. Jim Lewis is a tireless advocate for Idaho's children, reflected in the numerous awards he has received and organizations he has served:

- 2004 *Superintendent of the Year*
- 2009 *What Parents Want Award* from *School Match*, awarded to only 16% of the nation's public schools
- Past President of Idaho State Superintendents' Association
- Charter Member of the Northwest Superintendent's Roundtable
- Convened the Common Ground Coalition for Idaho's Children

Whereas, Dr. Lewis leaves a legacy of educational excellence that reflects the high expectations of our community.

THEREFORE BE IT RESOLVED, that I, Rick Davis, Mayor of Hailey, Idaho, do hereby proclaim November 1, 2009 as Dr. Jim Lewis Day.