

AGENDA ITEM SUMMARY

DATE: 12/06/11 DEPARTMENT: Public Works DEPT. HEAD SIGNATURE: _____

SUBJECT: Idaho Dept. of Parks & Recreation
McKercher RV Dumpstation Improvements Grant
Grant Close-out and Reimbursement Request

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

The attached documents are required to close-out the grant for RV dumpstation improvements at Roberta McKercher Park. The entire grant amount of \$40,876 is being requested. Hailey's match contribution totals \$28,095.68 (\$17,751.76 in direct expenses and \$10,343.92 in staff labor). The total project cost is \$68,971.68.

The restroom was initially contemplated to be paid from development impact fees. After a grant program was identified as a method to construct not only a restroom but an improved RV dumpstation, the development impact fees were leveraged as match to the grant. The DIF comprise \$20,000 of the match.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS: Caselle # _____

Budget Line Item # _____ YTD Line Item Balance \$ _____

Estimated Hours Spent to Date: _____ Estimated Completion Date: _____

Staff Contact: _____ Phone # _____

Comments: _____

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD: Motion to approve Grant Close-out and Reimbursement Request in the amount of \$40,876, and authorize Mayor Davis to sign.

ADMINISTRATIVE COMMENTS/APPROVAL:

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

ACTION OF THE CITY COUNCIL:

Date _____

City Clerk _____

FOLLOW-UP:

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

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

115 MAIN STREET SOUTH, SUITE H
HAILEY, IDAHO 83333

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

December 12, 2011

Ms. Jill Murphey
Idaho Department of Parks and Recreation
PO Box 83720
Boise, ID 83720-0065

Subject: Grant #RV-11-3-07-1
City of Hailey RV Dumpstation Improvements
Grant Closeout

Dear Ms. Murphey:

The City of Hailey has completed the RV Dumpstation Improvements project in accordance with our grant agreement with the Idaho Department of Parks and Recreation. On behalf of the citizens of Hailey and RV users who frequently use the dumpstation, thank you for your assistance with this improvement project.

I have enclosed the Request for Reimbursement/Close-out Report; an expense summary that shows a breakdown of the grant funds, Hailey's matching contribution and totals; copies of invoices; and several project photographs.

Thank you once again for your support.

Sincerely,

Mayor Richard L. Davis

cc: file



Idaho Department of Parks and Recreation
Request for Reimbursement/Close-out Report

1. Request # 1 2. Project Name RV Dumpstation Improvements 3a. Grant # RV-11-3-07-1
CFDA #'s are for Federally funded grants 3b. CFDA# _____
 4. Project Period 5/11/10 - 12/30/11 5. Partial Payment Closeout
 6. Project Applicant (Payee) City of Hailey
 7. Grant Manager Tom Hellen
 8. Address 115 S Main St., Hailey, ID 83333
 9. Phone 208-788-4221 10. Fax 208-788-2924 11. Email tom.hellen@haileycityhall.org

Grant Funds (IDPR)

Original Grant Amount.....	\$ 40,876.00
Amount Requested This Form.....	40,876.00
Amount Previously Expended.....	0.00
Balance	0.00

Match Funds (Applicant)

Match Committed.....	\$ 28,000.00
Match Reported This Form.....	28,095.68
Match Previously Reported.....	0.00
Balance	<95.68>

Program rules require that signs be posted acknowledging funding assistance by IDPR grant funds.

Please check this box if a grant program sign or sticker needs to be sent to you.

Note: Furnishing false information may constitute a violation of applicable state and federal laws. I certify that the above data is correct based on the contractor's official accounting system and records, consistently applied and maintained, and that the costs shown have been made for the purpose of, and in accordance with, the terms of the grant contract

Authorized Signature _____ Title Mayor Date: 12/13/11
Reimbursement/Close-out cannot be processed without an authorized signature from the applicant.

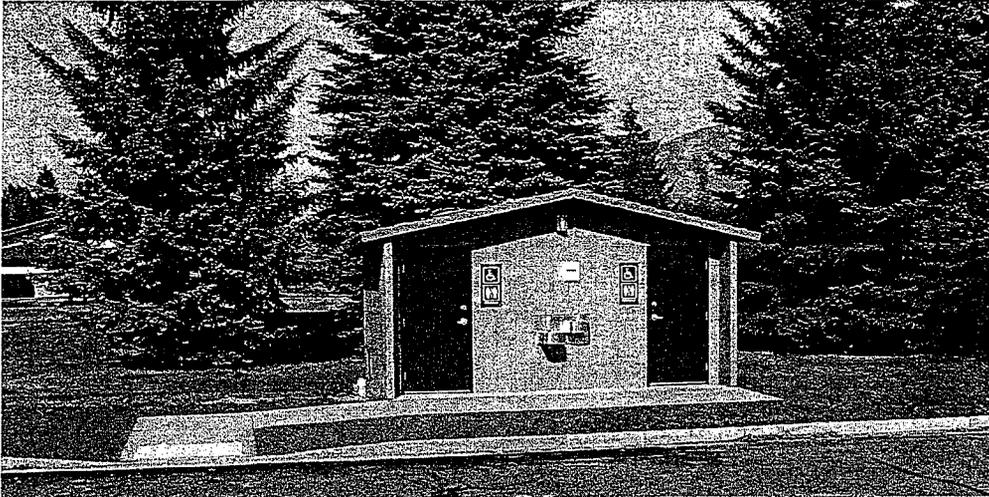
Submit to: Idaho Department of Parks and Recreation
Attn: Jill Murphey, Grants Specialist
 P.O. Box 83720
 Boise, Idaho 83720
 208-514-2432 or Jill.Murphey@idpr.idaho.gov

~~Please attach copies of invoices/receipts.~~

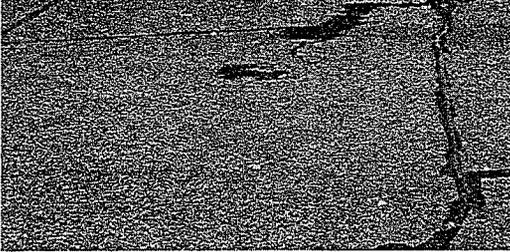
Expense Summary

City of Hailey Dumpstation Improvements

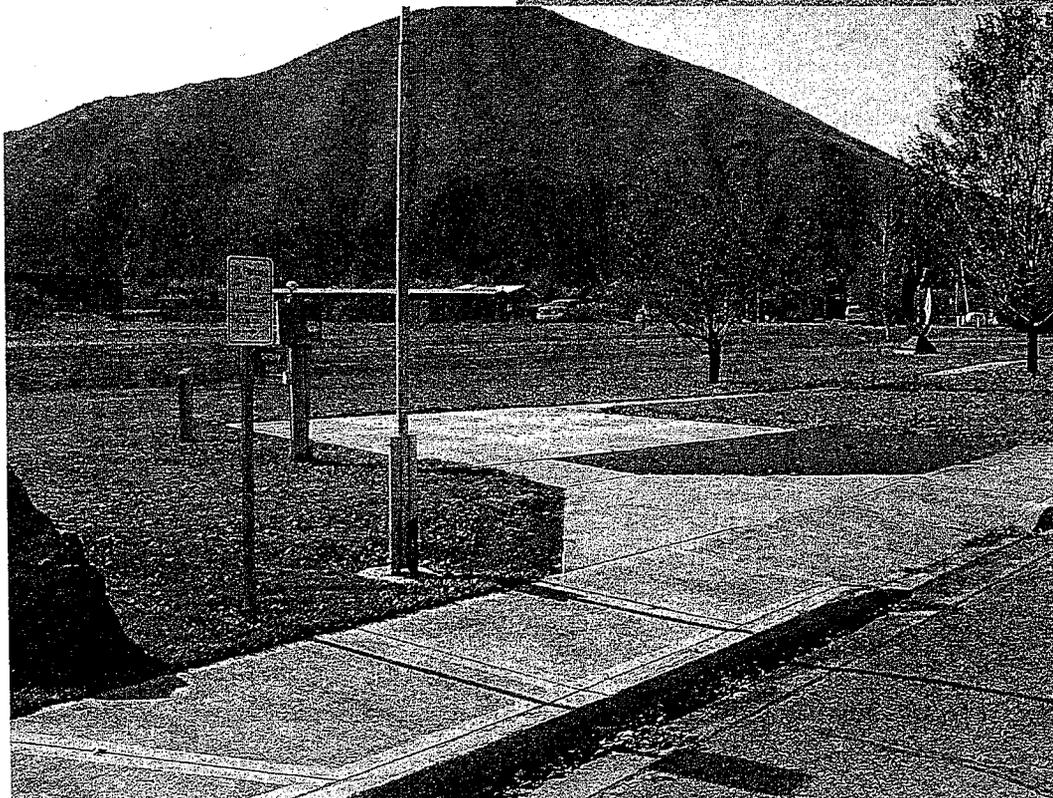
Expense Item	Grant Funds	Hailey Match	Total
Prefab Restroom	\$39,719.10	0.00	\$39,719.10
Picnic Tables, Trash Receptacles, Parking Signs	1,156.90	1,759.84	2,916.74
Engineering		1,774.54	1,774.54
Concrete Work		6,269.30	6,269.30
Plumbing Work		2,515.10	2,515.10
Electrical Work		2,408.43	2,408.43
Supplies & Parts		3,024.55	3,024.55
<i>Subtotal Direct Expenses</i>	\$40,876.00	\$17,751.76	\$58,627.76
<i>Hailey In-Kind Labor & Fringe</i>		10,343.92	10,343.92
Totals	\$40,876.00	\$28,095.68	\$68,971.68



The new restroom facility, left, with ADA access.



The new frost-free hydrant, right.



Left, new concrete pad for picnic table (in storage until Spring). Also shown is one of the new RV parking signs.

AGENDA ITEM SUMMARY

DATE: 12/12/2011 **DEPARTMENT:** PW-Parks **DEPT. HEAD SIGNATURE:** _____

SUBJECT: Consideration of Hailey Parks and Lands Board recommendation to support the Wood River Land Trust's application for foundation funding which would be used to restore land at Lion's Park disturbed by bridge construction activities. The grant application details in-kind match with City of Hailey equipment and staff to support a \$30,000 restoration effort.

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

The Wood River Land Trust presented the attached information to the Hailey Parks and Lands Board on December 6, 2011. The project was fully supported by the Board.

The Council will consider whether to support this grant application through a letter of support which will commit limited city equipment and staff to a \$30,000 restoration effort.

Following this decision, the WRLT will ask for a letter of support to meet their grant deadline of December 15, 2012.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS: Caselle # _____

Budget Line Item # _____ YTD Line Item Balance \$ _____

Estimated Hours Spent to Date: _____ Estimated Completion Date: _____

Staff Contact: _____ Phone # _____

Comments: The fiscal impact will be minimal as City crews do grading work at Lions Park in the spring to prevent melting snow from reaching the Big Wood River.

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to authorize letter of support for the Wood River Land Trust's application for foundation funding to support restoring land disturbed by bridge construction activities. The letter details in-kind match with City of Hailey equipment and staff to support a \$30,000 restoration effort.

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

ACTION OF THE CITY COUNCIL:

Date _____

City Clerk _____

FOLLOW-UP:

*Ord./Res./Agrmt./Order Originals: Record
Copies (all info.): _____

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

WOOD RIVER LAND TRUST



Board of Directors

President:

Jack Kueneman

Vice President:

Trent Jones

Treasurer:

John French

Secretary:

Robin Garwood

David Anderson

Ed Cutter

John Flattery

Heather King

Jane Mason

Elizabeth Mitchell

Rebecca Patton

Wolf Riehle

John Fell Stevenson

Megan Stevenson

Steven Strandberg

Barbara Thrasher

Advisory Committee

Fred Brossy

Ranney Draper

Lawrence Schoen

John Seiller

Tom Swift

Bruce Tidwell

Liz Warrick

Executive Director

Scott Boettger

Lions Park Suggested Improvements

Dec. 6, 2011

Project Overview:

Wood River Land Trust is requesting grant funds from a foundation associated with one of our major donors to improve Lions Park and surrounding areas. Our work to install a welcome pavilion and pedestrian bridge over the Big Wood River included a continuation of restoration work in the wetlands, and required large equipment to accomplish removal of dump material from the old city dump and some non-native trees and weeds.

Objective:

The Land Trust plans to restore and revegetate the land disturbed by construction work for the bridge and removal of dump debris in the riparian area, and improve the Lions Park area which gives an immediate impression to visitors. We would like to work with the City of Hailey on these improvements and will apply for a grant from a foundation that has been generous to the Land Trust in the past. A principal of that foundation has expressed interest in improvements at Lions Park to enhance the entry. We believe that the work we do will assist the City with long-term maintenance.

After receiving estimates, we have decided to hire Whitehead's Landscaping for the work.

Work will include:

- Revegetation and restoration in areas disturbed by heavy construction. Includes cost of trees, shrubs, and hydroseeding; all will be native materials.
- Improvements in the irrigation system for revegetated/restored areas.
- Removal and restoration of old path along river to direct visitors to newly established packed gravel path which will be accessible for wheelchair.
- Reseeding, planting of trees, and shrubs along west riverbank of Big Wood River to replace vegetation that did not survive the first restoration work which began in 2003; general cleanup of dead materials; irrigation will be needed to establish the new plants; install walking path along the river.
- Road improvements: redesign and narrow road width (at least 20' for fire access) with aesthetic arrangement of embedded boulders, grading and application of ¾ road mix to road.
- Construct swale along east side of entry road to direct spring melt from city snow storage to various exit pits that do not enter the river.
- Improve main entrance to park (off Bullion Street) to enhance entry and identify Lions Park as a city park with amenities (pavilion, bridge, boardwalk, ballfield). (Trees, welcome signage.)

We envision Hailey's portion of the work to include:

- Assistance with irrigation improvements, such as identifying irrigation lines, boxes, etc. There should be no cost other than personnel time.
- Use of city equipment and personnel to dig a swale and remove debris along the east side of the entrance road to catch run off from snow storage and direct water to catch basins. Topsoil and rocks for swale construction are onsite.
- Discussions about signage and improvements at entrance to park; permits for entrance work.

The Land Trust will apply for a grant of approximately \$30,000 for Whitehead's Landscaping to accomplish the above. Any assistance from the City of Hailey to improve Lions Park would be helpful.

119 E. Bullion Street
Hailey, Idaho 83333
Phone: 208.788.3947
Fax: 208.788.5991

www.woodriverlandtrust.org
Federal ID: 82-0474191



AGENDA ITEM SUMMARY

DATE: 12/12/2011 DEPARTMENT: Grants -PW DEPT. HEAD SIGNATURE: ___HD___

SUBJECT: Ratification of letter sent by Mayor Davis to Idaho Department of Commerce, extending Hailey's consideration of the River Street Idaho Community Development Block Grant opportunity to March 2012.

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

On November 14, 2011, the Hailey City Council directed city staff to graciously decline the ICDBG River Street Grant. During the conversations which ensued with Idaho Department of Commerce, Hailey was graciously offered an opportunity to suspend that decision until after the Woodside Boulevard bids are known, in March. Both entities recognize that Hailey may remain unable to enter into the ICDBG River Street project at that time.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS: Caselle # _____

Budget Line Item # _____ YTD Line Item Balance \$ _____

Estimated Hours Spent to Date: _____ Estimated Completion Date: _____

Staff Contact: _____ Phone # _____

Comments: _____

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to ratify letter sent by Mayor Davis to Idaho Department of Commerce, extending Hailey's consideration of the River Street Idaho Community Development Block Grant opportunity to March 2012.

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

ACTION OF THE CITY COUNCIL:

Date _____

City Clerk _____

FOLLOW-UP:

*Ord./Res./Agrmt./Order Originals: Record

*Additional/Exceptional Originals to: _____

Copies (all info.): _____

Copies (AIS only)

Instrument # _____

December 1, 2011

Mr. Dennis Porter
Rural/Community Development Manager
Idaho Department of Commerce
PO Box 83720
Boise, ID 83720

Subject: Idaho Community Development Block Grant
River Street Downtown Revitalization

Dear Mr. Porter:

The City of Hailey extends its gratitude to the Idaho Department of Commerce (IDOC) for the recent award of an Idaho Community Development Block Grant for the River Street Downtown Revitalization Project. As you know, this is an important economic development project in our town.

As discussed recently by IDOC and City of Hailey staff, the city must delay entering into a grant agreement on the River Street project until March of 2012. Several factors have led to this situation, including the following:

- In October of 2010, Hailey was awarded a U.S. Dept. of Transportation TIGER II grant in the amount of \$3.5 million. Final design and bidding of the Woodside Boulevard project in the summer of 2011 resulted in total project costs that significantly increased Hailey's original match commitment on this project.
- The unforeseen impact of federal regulations on the TIGER II project costs.
- The circumstance that the construction of both the TIGER II and River Street projects would have to be completed concurrently, from April to November of 2012.

These issues have resulted in insufficient resources for the City of Hailey to proceed with both projects in the previously planned timeframe.

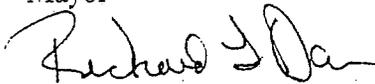
The City of Hailey is currently revising the bid package for the TIGER II project and expects to receive new bids in February 2012. At that point, the financial implications of the TIGER II project on the city's budget will be more certain, allowing the city to make a final decision regarding the River Street project in March 2012.

Idaho Department of Commerce
December 1, 2011
Page 2

The City of Hailey regrets this unavoidable delay of a project that is vital to our town's economic prosperity. I greatly appreciate the Idaho Department of Commerce's flexibility and willingness to work with the City of Hailey towards a successful outcome.

Sincerely,

Richard L. Davis
Mayor

A handwritten signature in cursive script that reads "Richard L. Davis".

cc: Tony Tenne, IDOC
Kelly Anderson, EAC
File

AGENDA ITEM SUMMARY

DATE: 12/12/11 DEPARTMENT: PW - Street DEPT. HEAD SIGNATURE: 

SUBJECT: Utility agreements with Syringa and Intermountain Gas for moving utility infrastructure as coordinated through the Woodside Boulevard TIGER II project.

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

With the revision of the Woodside Blvd project to a one year construction schedule revised agreements with utility companies are required.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS: Caselle

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to approve Resolution 2011-52 and authorize the mayor to sign the Utility Agreements with Syringa and Intermountain Gas.

ADMINISTRATIVE COMMENTS/APPROVAL:

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

ACTION OF THE CITY COUNCIL:

Date _____

City Clerk _____

FOLLOW-UP:

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

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

**CITY OF HAILEY
RESOLUTION NO. 2011-52**

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY
AUTHORIZING UTILITY AGREEMENTS WITH SYRINGA AND INTERMOUNTAIN
GAS**

WHEREAS, the City of Hailey is required to enter into Utility Agreements with Syringa and Intermountain Gas for moving utility infrastructure as coordinated through the Woodside Boulevard TIGER II project.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HAILEY, IDAHO, that the City of Hailey approves and authorizes the Mayor to sign the Utility Agreements with Syringa and Intermountain Gas.

Passed this 12th day of December, 2011.

City of Hailey

Richard L. Davis, Mayor

ATTEST:

Mary Cone, City Clerk

DEC 05 2011

UTILITY RELOCATION AGREEMENT

**WOODSIDE BOULEVARD RECONSTRUCTION PROJECT
TIGER II GRANT PROGRAM
PROJECT NO. TDGII-C-07
FHWA GRANT NO. DTFH61-11-G-00001**

THIS UTILITY RELOCATION AGREEMENT ("Agreement") is made and entered into this 5th day of December, 2011, by and between the **CITY OF HAILEY**, hereinafter referred to as the "City", and **SYRINGA NETWORKS**, hereinafter referred to as the "Company".

GENERAL DEFINITIONS

Contractor – Individual, partnership, firm, corporation, or any combination thereof including their respective officers, agents, employees and their respective subcontractors including officers, agents and employees that are contracted to the Project.

Project – The work defined by the plans and specifications developed by the City as described in paragraph 1 of this Agreement.

PURPOSE:

The City proposes to improve all of **Woodside Blvd** in Hailey, Idaho. It is necessary to relocate or modify Company facilities generally located on or under Woodside Blvd. and the Woodside Blvd. right-of-way and intersecting streets to accommodate the Project. The Project is to be completed over the course of 7-months between April 15th and November 15th, 2012. Utility relocations shall be relocated as specified in the Project documents between; April 15th, 2012 and June 1st, 2012. This Agreement sets out the terms and conditions under which the relocation or modification of Company facilities is to be accomplished.

TERMS:

- 1) Relocation of Utilities. The Company shall, at its sole expense, relocate its existing **underground fiberoptic cables, individual services and other miscellaneous facilities** that are identified in the Project documents.
- 2) Duties. It is mutually agreed between the parties hereto that the City will provide the Company with special provisions and plan information in the Project documents which identify locations where the Company will be required to relocate facilities. The Company agrees, at its own expense, to a) relocate existing facilities by the dates specified in the Project documents, b) relocate the Company facilities in accordance with the standards and specifications set forth in the Project documents, c) coordinate and schedule the relocation of the Company's facilities with the City's Contractor during the anticipated and unanticipated relocation of facilities throughout the course of the Project, d) provide pot holes as necessary to verify existing underground facilities, e) provide staking necessary to relocate facilities according to Project documents.
- 3) The Company approves the plans for the Project and agrees to indemnify and hold the City harmless for any claim concerning this work. Any claim the Company may have concerning this work shall be made against the City's Contractor.
- 4) In the event of any dispute with regard to the interpretation or enforcement of this Agreement, the prevailing party shall be entitled to recover his/her reasonable costs and attorneys' fees incurred therein, whether or not a lawsuit is actually filed, and on any appeals, and in any bankruptcy proceeding.
- 5) Each signatory agrees that he or she has full authority and consent to sign this Agreement.

- 6) This Agreement may be executed in several counterparts and all so executed shall constitute one Agreement, binding on all the parties hereto even though all the parties are not signatories to the original or the same counterpart.
- 7) This Agreement contains the entire understanding between and among the parties and supersedes any prior understandings and agreements among them respecting the subject matter of this Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement by their duly authorized representatives.

Attest for **SYRINGA NETWORKS**

SYRINGA NETWORKS

By: Jeff Seaton / JCS
Title: OSP MANAGER

By: Jeff Seaton / JCS
Title: OSP MANAGER

Attest for **CITY OF HAILEY**

CITY OF HAILEY

By: _____
City Clerk

By: _____
Mayor

UTILITY RELOCATION AGREEMENT

WOODSIDE BOULEVARD RECONSTRUCTION PROJECT TIGER II GRANT PROGRAM PROJECT NO. TDGII-C-07 FHWA GRANT NO. DTFH61-11-G-00001

THIS UTILITY RELOCATION AGREEMENT ("Agreement") is made and entered into this 8 day of DECEMBER, 20 11, by and between the **CITY OF HAILEY**, hereinafter referred to as the "City", and **INTERMOUNTAIN GAS COMPANY**, hereinafter referred to as the "Company".

GENERAL DEFINITIONS

Contractor – Individual, partnership, firm, corporation, or any combination thereof including their respective officers, agents, employees and their respective subcontractors including officers, agents and employees that are contracted to the Project.

Project – The work defined by the plans and specifications developed by the City as described in paragraph 1 of this Agreement.

PURPOSE:

The City proposes to improve all of **Woodside Blvd** in Hailey, Idaho. It is necessary to relocate or modify Company facilities generally located on or under Woodside Blvd. and the Woodside Blvd. right-of-way and intersecting streets to accommodate the Project. The Project is to be completed over the course of 7-months between April 15th and November 15th, 2012. Utility relocations shall be relocated as specified in the Project documents between; April 15th, 2012 and June 1st, 2012. This Agreement sets out the terms and conditions under which the relocation or modification of Company facilities is to be accomplished.

TERMS:

- 1) **Relocation of Utilities.** The Company shall, at its sole expense, relocate its existing **underground natural gas pipelines, individual natural gas services and other miscellaneous facilities** that are identified in the Project documents. The City shall, through its Contractor or at its sole expense, provide initial survey staking prior to beginning construction, at locations requiring utilities to move according to the Project documents.
- 2) **Duties.** It is mutually agreed between the parties hereto that the City will provide the Company with special provisions and plan information in the Project documents which identify locations where the Company will be required to relocate facilities. The Company agrees, at its own expense, to a) relocate existing facilities by the dates specified in the Project documents, b) relocate the Company facilities in accordance with the standards and specifications set forth in the Project documents, c) coordinate and schedule the relocation of the Company's facilities with the City's Contractor during the anticipated and unanticipated relocation of facilities throughout the course of the Project, d) provide pot holes as necessary to verify existing underground facilities, e) replace survey staking (as provide by City) disturbed during the relocation of facilities according to Project documents.
- 3) The Company approves the plans for the Project and agrees to indemnify and hold the City harmless for any claim concerning this work. Any claim the Company may have concerning this work shall be made against the City's Contractor.
- 4) In the event of any dispute with regard to the interpretation or enforcement of this Agreement, the prevailing party shall be entitled to recover his/her reasonable costs and attorneys' fees incurred therein, whether or not a lawsuit is actually filed, and on any appeals, and in any bankruptcy proceeding.

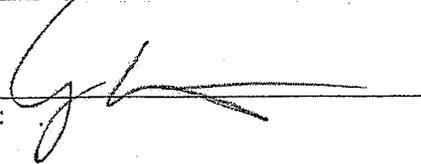
- 5) Each signatory agrees that he or she has full authority and consent to sign this Agreement.
- 6) This Agreement may be executed in several counterparts and all so executed shall constitute one Agreement, binding on all the parties hereto even though all the parties are not signatories to the original or the same counterpart.
- 7) This Agreement contains the entire understanding between and among the parties and supersedes any prior understandings and agreements among them respecting the subject matter of this Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement by their duly authorized representatives.

Attest for INTERMOUNTAIN GAS COMPANY

INTERMOUNTAIN GAS COMPANY

By: GREG WATKINS
Title: DISTRICT OPERATIONS MANAGER

By: 
Title: _____

Attest for City of Hailey

CITY OF HAILEY

By: _____
City Clerk

By: _____
Mayor

AGENDA ITEM SUMMARY

DATE: 12/12/2011

DEPARTMENT: Legal

DEPT. HEAD SIGNATURE: _____

SUBJECT:

Settlement Agreement Term Sheet and Resolution No. 2011-53

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

I am enclosing a copy of the Indian Creek Settlement Agreement Term Sheet which has been approved by the Council. This agreement has already been signed and should be ratified by the entire City Council.

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 Settlement Agreement Term Sheet and ratify the mayor's signature, and a motion to approve Resolution No. 2011-53 and authorize the mayor to sign.

FOLLOW-UP REMARKS:

**CITY OF HAILEY
RESOLUTION NO. 2011-53**

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY TO RATIFY
THE INDIAN CREEK SETTLEMENT AGREEMENT TERM SHEET**

WHEREAS, the City Council has previously approved and signed the Indian Creek Settlement Agreement Term Sheet and should now be ratified by the entire Council.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HAILEY, IDAHO, that the City of Hailey has ratified the Indian Creek Settlement Agreement Term Sheet.

Passed this 12th day of December, 2011

City of Hailey

Richard L. Davis, Mayor

ATTEST:

Mary Cone, City Clerk

AMENDED SETTLEMENT AGREEMENT TERM SHEET

The City of Hailey, ("City") by and through its Mayor and Indian Creek Ranch Owner's Association, ("Association") by and through its board president enter into this Amended Settlement Agreement Term Sheet ("Agreement"), to fully and finally compromise and settle their pending and disputed water right claims in the SRBA based on the following terms and conditions reached by the parties at the mediation on October 10, 2011, entered into effective as of October 13, 2011 (the "October 13, 2011 Agreement"). To allow the parties' settlement to be incorporated in a stipulated settlement in a form in which the Idaho Department of Water Resources ("IDWR") will be a signatory, without materially changing the manner in which the parties intend that their water right claims to be decreed in the SRBA and administered by IDWR, the City and the Association agree to amend and restate the October 13, 2013 Agreement in its entirety as follows:

1. City agrees to withdraw with prejudice all pending objections to the Association's water right numbers 37-296B, 37-296C, 37-19740 and 37-21412 and consents to partial decrees being entered for each of said water rights as recommended in the Amended Director's Report, except the place of use for water right no. 37-296C will be 77.6 acres in accordance with the Association's Amended Objection lodged November 15, 2010. This will result in irrigation rights which total 4.01cfs and 112.6 acres under water right nos. 37-296B and 37-296C. Additionally, the City will not presently or in the future object to the Association's use of water as authorized by existing permit 37-22624 (small ponds) or as described in the Association's August 15, 2011 application for permit 37-22659 (stream flows).
2. Association agrees to withdraw with prejudice all of its objections to the City's water right numbers 37-296A, 37-717, 37-1216 and 37-7854 and consents to partial decrees being entered as claimed and amended as described below.
3. Association agrees that it will not object to the City's amendment of its claim for water right number 37-717 to claim a diversion rate of 2.48 cfs, which is an increase of 0.76 cfs over the currently claimed diversion rate of 1.72 cfs, and Association will not object to the IDWR's recommendation for the City's water right no. 37-717, provided, that the additional 0.76 cfs shall be claimed and recommended for diversion on a year round basis, but subordinate to the Association's water right no. 37-19740. The parties' agreement in this Section 3 shall be effected by IDWR's recommendation that water right 37-717 be split into 37-717A (1.72 cfs non-irrigation season of use) and 37-717B (0.76 cfs year-round).
4. For purposes of all of the City's water rights in Indian Creek the City is limited to a senior right of no more than 131 inches (2.62 cfs) and a total combined diversion rate under all of its water rights of 3.38 cfs year round. The parties confirm that the City's 131 inches (2.62 cfs) is not subordinate to any of the Association's water rights or the minimum flows described in the 1983 Agreement. Those portions of the City's water rights over and above 131 inches (2.62 cfs) are subordinated during the periods, in the quantities and under the conditions described herein and as set forth in the 1983 Agreement.

5. Attached as Exhibit 1 is a summary of the water rights of the parties as agreed to above.
6. The 1983 Agreement between the City and Indian Creek Ranch Owners Association attached hereto as Exhibit 2 is ratified and reconfirmed in its entirety, shall remain in full force and effect and binding upon the parties. To the extent there is any ambiguity between this Agreement and the 1983 Agreement with respect to the parties' intent in the 1983 Agreement, the terms of this Agreement shall control.
7. There will be three telemetry in-stream measuring devices with data loggers to record and measure instantaneous flows in Indian Creek. In addition to the City's existing measuring device (No. 1) at its' spring diversion, the City agrees to install, operate and maintain two new measuring devices as required by paragraph 4 of the 1983 Agreement as soon as practicable and no later than thirty (30) days following the end of the 2012 irrigation season. The second measuring device (No. 2) will be located in the stream channel below the confluence of the artesian spring channel and Indian Creek in the NE1/4 SE1/4 of Section 22. The third measuring device (No. 3) will be located below Indian Creek Road and above the first downstream irrigation diversion in the NW1/4 NE1/4 of Section 27.

For compliance with paragraph 4 of the 1983 Agreement, measuring device No. 2 shall be utilized to maintain at a minimum the agreed upon flow of 0.75 cfs; and measuring device No. 3 shall be utilized to maintain at a minimum the agreed upon flow of 1.50 cfs, except during the irrigation season to the extent that the Association's irrigation water rights totalling 4.01 cfs provide sufficient flow to satisfy these minimums. It is understood and agreed that in meeting these flow requirements the Association's actual diversions above measuring device No. 3 will be deducted. The Association will cooperate with the City in providing diversion information from its members.

The City's consultants will cooperate and coordinate with the Association's consultants in the design and installation of the measuring devices. If the City fails to do so, the Association may install the measuring devices and the City agrees to reimburse the Association for the full cost. All flow measurement data made by either party shall be equally available, shared with each other and posted on an electronic site equally accessible to the parties.

8. The City also agrees that it will not seek to acquire the Association's water rights by means of eminent domain; provided however, that it is understood and agreed that this Section 9 will be binding upon the current City council and hopefully will be honored in good faith by future City councils who may not be legally bound hereby.
9. The Association contemplates filing an Application of Transfer after its' water rights have been decreed for the purpose of adding points of diversion and places of use on lots of certain homeowners that have historically irrigated their lots but are not included in the place of use of the partial decrees that will be the result of this Agreement. The City agrees not to protest the transfer application provided it does

not result in an enlargement of the Association's water right or conflict with the terms of this Agreement.

10. This Agreement is entered conditional upon approval by the Idaho Department of Water Resources, the City Council and Association's Board of Directors. If the Department does not approve this agreement in full or in part, the parties agree to meet with the Department to resolve differences. The signatories to this Agreement agree to recommend approval of this Agreement by their respective Council and Board and jointly advocate approval to the Department and objector Dana Hofstetter.
11. The parties agree to work together and cooperate in good faith as may be necessary from time to time in operating the Indian Creek water delivery systems and in resolving any problems or misunderstandings that may hereafter arise, it being the intent to avoid conflicts, maintain neighborly relationships in protecting and preserve the beneficial use of their water rights.
12. The parties acknowledge and agree that upon approval of this Agreement the following steps will be forthwith taken to implement the Agreement:
 - a. The City to amend claim 37-717 to provide for a total of 2.48 cfs;
 - b. IDWR to prepare SF-5s and recommendations consistent with this Agreement;
 - c. Each party will withdraw their pending objections to the others claims as described above
 - d. Secure approval of this Agreement as required

DATED this ___ day of November, 2011.

CITY OF HAILEY:

Richard L. Davis
By: Mayor RICHARD L. DAVIS

Mary Cone
Attest: Mary Cone
city clerk



INDIAN CREEK RANCH OWNERS ASSOCIATION, INC.

E. Ben Hoff
By: E. Ben Hoff, President
Jean Latham
Attest: Jean Latham

Exhibit No. 1
Summary of Water Rights

Right Holder	Right #	Priority	Quantity		Purpose of Use, Season of Use														
			CFS	AF	15-Apr	5	6	7	8	9	31-Oct	1-Nov	12	1	2	3	14-Apr		
				AF															
City	37-296A	4/1/1880	2.62			2.62*													
ICROA	37-296B	4/1/1880	2.72			2.72													
ICROA	37-296C	4/1/1880	1.29			1.29													
City	37-1216	4/1/1884	0.9																
City	37-717A	8/1/1907	1.72																
City	27-717B *****	8/1/1907	0.76																
ICROA	37-19740	6/1/1931	19.6																
ICROA	37-21412	8/22/1972	19.6																
City	37-7854	7/23/1980	3.38																

* 2.62 + 0.76 = combined diversion of 3.38 cfs

** In 1983 Agreement, stream flows established per paragraph No. 4 are junior to City's diversion of

2.62 cfs per paragraph No. 2

*** 0.9 + 1.76 + 0.76 = combined diversion rate of 3.38 cfs

***** Subordinated to 37-19740

AGREEMENT

THIS AGREEMENT, made and entered into this 13 day of September, 1983, by and between the City of Hailey, an instrumentality of the State of Idaho, party of the first part, hereinafter called "City", and the Indian Creek Ranch Owners Association, incorporated under the laws of the State of Idaho, party of the second part, hereinafter called "Owners", is as follows:

W I T N E S S E T H:

WHEREAS, City was issued State of Idaho Water Permit No. 37-7854 with a priority date of July 23, 1980, for the purpose of developing additional water from the Indian Creek Springs to augment the flows so as to be able to generate power with a total of 5 c/f/s by partially using their existing system; and,

WHEREAS, Owners represent an association of 182 lot owners and 20 townhouse sites who have succeeded to certain decreed water rights; and,

WHEREAS, Owners have filed Application for Permit No. 37-7909 requesting the use of 6 c/f/s of water from Indian Creek at places substantially below the springs which the City seeks to develop and the owners have filed Application No. 37-8035 for 3.5 c/f/s of ground-water for domestic purposes; and,

WHEREAS, the City protested Application No. 37-7909, and the issuance of said permit depends upon the agreement of the parties hereto, and Application No. 37-8035 has been published but is not issued; and,

WHEREAS, this issue and other issues need to be resolved concerning the waters of Indian Creek Springs and Indian Creek and the parties wish to delineate their agreement in writing; and,

WHEREAS, the City of Hailey intends to construct a water reservoir and piping facility in the Indian Creek area. The City has applied for a Conditional Use Permit with Blaine County to build the project. Some of the individuals of the Ranch Owners Association have protested the project proposed by the City. The owners are desirous of deeding an alternate site to the City pursuant to the terms of this Agreement. An appeal is presently pending before the Blaine County Board of Commissioners regarding the issue of whether Hailey may build a water reservoir and piping facility on BLM property adjacent to Ranch Owners property.

NOW, THEREFORE, in consideration of the covenants and agreements herein contained, and other good and valuable consideration, the parties hereto agree as follows:

1. Purpose. The purpose of this agreement is to delineate and to prioritize as between the parties hereto, the rights of the parties to previously unappropriated waters of Indian Creek during the non-irrigation season as well as to the methods of protection of certain base flows in the stream. A further purpose is to provide a site for the City's water reservoir and piping facility and related purposes.

2. Decreed Water Rights. The parties acknowledge that the City owns and has priority to 131 miner's inches of the waters of Indian Creek Spring which may be diverted for "municipal" purposes on a year-round basis. The Owners are entitled to and were decreed all of the water over and above the 131 inches for irrigation and other beneficial uses during the irrigation season and for stock water and other related non-irrigation season uses. The parties further recognize that all of the waters of Indian Creek Spring and Indian Creek are presently utilized for beneficial purposes during the irrigation season.

2a. The parties acknowledge that in a year where there is not more than 131 miner's inches available in the waters of Indian Creek Spring at the City's pipeline diversion, the City would be entitled to all of

its 131 miner's inches, before the Owners are entitled to any water.

3. Protection of Existing Water Source. The parties acknowledge that their primary interest is the protection of the present respective water supply from the Indian Creek Springs. While it is acknowledged that water measurements on Indian Creek are infrequent and inconclusive, it appears that the approximate 6 c/f/s of flow is totally utilized either by diversion to Hailey through their pipeline or by the Owners during the irrigation season. Consequently, any increased diversions by the City to 5 c/f/s pursuant to Permit No. 37-7854, may require further development of the springs. The City acknowledges and agrees that if said development is pursued and results in a decline in present spring flows, or would force the pumping of water so as to make the present water amounts available, that the City shall be responsible for the installation of pumping equipment and all of the annual operation and maintenance costs so to insure the flow to the Owners.

4. Minimum Flow. Owners agree that if the City if to proceed pursuant to Permit No. 37-7854, the City agrees that the stream will be protected by the establishment of a minimum flow. Two continuous measurements will be made to insure said flow. .75 c/f/s will be required in the creek channel below the inflow from the artesian well in the NW $\frac{1}{4}$ SW $\frac{1}{4}$, Section 23; and 1.5 c/f/s will be required below the lake in the NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 27. City shall install and maintain measuring devices at these locations. Any water which arises below City's pipeline shall also be deemed subject to Owners' rights under 37-7909.

5. Power Development. It is understood and agreed that the City's power development may not be feasible. In the event that the City elects not to pursue power development, Owners may pursue power development. If no power proposal is pursued to completion, it is acknowledged as between the parties hereto that the other uses identified in Owners'

Application 37-7909 shall be deemed in full force and effect for the purpose of water right perfection.

6. Fire Protection - Use of Penstock. Under the plan of the City, if a water project is developed as the City now proposes, the addition of valves at given points along the penstock could help Owners solve their fire protection problems. If the City's water project is constructed, provision will be made for said valves at locations where requested by Owners, all at the expense of Owners. An operating criteria shall be developed by the City and Owners concerning the operation of said valves, it being understood that said use will only be in times of emergency. Owners shall be liable for any damages to the City which may result from the unauthorized or non-emergency use of said valves and appurtenant fire protection equipment installed by the Owners.

7. Easements. Some question exists as to the City's easement rights. This agreement (entered into by Owners as an Association) should not be construed as a grant of easement across the particular parcels (if one needs to be obtained) for the enlargement of the existing pipeline or for any other purposes. However, the parties acknowledge and understand that the entire agreement and its enforceability is contingent upon the grant of certain permanent easements for pipelines, power lines and mains, as well as access to the project itself, and certain temporary construction easements or licenses for the purposes of excavation, construction, installation and refilling ditches and trenches for the location of such pipelines, power lines and mains, more fully described as follows:

a. A permanent easement from the project site to the dead end of Homestead Drive between lots 41 and 42 for access to the project, pipelines, power lines and mains, 40 feet in width.

b. A temporary construction easement or license for the construction of the same, possibly 40 feet in width on either side of the permanent easement.

c. A permanent easement for the construction of the same within the Homestead Drive right-of-way along side lots 42 extending SSW and continuing NW on the road alongside the southern border of lot 40 or the northern border of lot 37, terminating at the intersection with the City of Bailey's existing pipeline easement.

d. A temporary construction easement or license for the same and alongside the permanent easements, on ~~lots 42 and 40 or 37~~, approximately 40 feet in width.

e. It is agreed that any parcel of property subject to a temporary construction easement will be returned to the state existing prior to construction.

f. Owners acknowledge and agree to grant all permanent easements with regard to common area of Owners and to use best efforts to secure the remaining easements regarding individual lot ownership. Owners agree to convey by deed the "alternate site" described on Exhibit "A", attached hereto. The parties agree that the deed will contain a restrictive covenant and reversion providing that the "alternate site" be used by the City only for water reservoir and piping facilities and purposes directly related thereto, ~~including~~ hydroelectric power generation.

W.R.
J.F.
g. It is understood that the association does not have the authority to grant easements on private lots.

h. All easements are described on Exhibit "B", attached hereto and incorporated herein.

8. Domestic Water. Owners have filed Application No. 37-8035 to use subterranean water.

The Owners acknowledge and agree that if current diversions of subterranean waters or any increased diversions by the Owners pursuant to Application No. 37-8035 result in a decline in the present flows, or would force the pumping of water so as to make the present water available, that the Owners shall

be responsible for the installation of pumping equipment and all the annual operation and maintenance costs so as to insure the flow to which the City is entitled.

9. No Contest. The parties agree that they will not contest the beneficial uses of water of the other, and acknowledge that said present beneficial uses are perfected.

10. Withdrawal of Protest. The City agrees to withdraw its protest to the Owners' application 37-7909. The provisions of this agreement shall be deemed as conditions to the City's Permit No. 37-7854, and to the issuance of Owner's Application No. 37-7909, and incorporated therein and made a part thereof as binding conditions.

11. Authority of Owners. Owners are an Association under state law. The Board of Directors have authority to bind their members to this Agreement. The parties to this Agreement understand that the Association has been polled prior to the execution of this Agreement.

12. Work in Process on Permits. The parties hereto waive the requirements of Idaho Code §42-311 concerning Permit No. 37-7854 and 37-7909 as between each other. Both agree not to contest applications of the other to extensions of time under their respective permits.

13. Disclaimer Responsibility. Both parties hereto waive causes of action against the other except for injuries caused as a result of the negligence or intentional acts of the other's agents or employees, or as otherwise stated herein.

14. Variations in Water Flows. It is anticipated that from time to time scheduled maintenance of a power facility will require dumping of water into the stream channel so as to bypass the power facilities for the purposes of conducting such maintenance. It is understood and agreed that the City shall give forty-eight

(48) hours notice of scheduled maintenance. In the event of emergency turn-offs or by-pass, the City shall give as much notice as possible to the Owners.

15. Waiver as to Claims of Right for Diversions Below Owners. It is understood that there are other lands below those of Owners on Indian Creek which may have some right to the creek water during the irrigation season. This Agreement is entered into without knowledge, nor representation as to those additional rights, if any.

16. Measuring Devices. The parties herein agree to furnish and properly maintain measuring devices at their own points of diversion (exclusive of the devices required by Paragraph 4) according to standard specification for measuring devices recognized by the Idaho Department of Water Resources.

17. Blaine County Approval. The Ranch Owners Association agrees to cooperate with the City of Hailey in securing Blaine County approval of a Conditional Use Permit on the alternate site. This Agreement is expressly made contingent upon Blaine County approval of the Hailey project on the alternate site.

18. Owners' Design Review Committee Approval. It is agreed that prior to project construction, the City shall secure the Ranch Owners' Design Review Committee approval of the following with respect to the project:

a. Landscaping, building design and materials, fencing, berming, noise abatement (0 decibel increase at 300 feet). Other than the specified noise abatement, said approval shall not be unreasonably withheld. The parties agree that this provision has been complied with as of the date of the execution of this agreement.

19. Attorney's Fees. In the event that either party hereto must initiate legal action to remedy a default or to terminate through foreclosure action the other's rights, the prevailing party shall be awarded reasonable attorney's fees.

20. The parties hereto bind themselves, their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused their presence to be executed the day and year first above written.

CITY OF HAILEY

By: Worrell Rainey
WORDELL J. RAINEY,
Mayor

ATTEST:

Constance M. Ellway
Constance M. Ellway
Clerk

INDIAN CREEK RANCH OWNERS
ASSOCIATION

By: Nicholas Allen
President

ATTEST:

James P. Holcomb
Secretary

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

IN RE THE GENERAL ADJUDICATION OF RIGHTS TO THE USE OF WATER FROM THE SNAKE RIVER BASIN WATER SYSTEM

CIVIL CASE NUMBER: 39576

Ident. Number 37-717

Date Received:

Receipt No:

Received By:

AMENDED NOTICE OF CLAIM TO A WATER RIGHT ACQUIRED UNDER STATE LAW

Please type or print clearly

1. Name of Claimant (s) City of Hailey Phone (208) 788-4221

Mailing Address 115 S. Main St. #H Hailey ID ZIP 83333

2. Date of Priority (Only one (1) per claim) August 1, 1907 Month Day Year (YYYY)

3. Source of water supply (Check one) Ground Water () or Other (x) (a) Indian Creek Spring which is tributary to (b) Indian Creek

4. a. Location of Point of Diversion is: Township 3N, Range 18E, Section 23 SE, 1/4 of NW, 1/4 Govt. Lot, BM., County of Blaine

Parcel (PIN) no.

Additional points of diversion if any: None

If available, GPS Coordinates Not available

b. If instream flow, beginning point of claimed instream flow is:

Township, Range, Section, 1/4 of, 1/4

Govt. Lot, BM., County of

ending point is: Township, Range, Section, 1/4 of, 1/4

Govt. Lot, BM., County of

5. Description of existing diversion works (Dams, Reservoirs, Ditches, Wells, Pumps, Pipelines, Headgates, Etc), including the dates of any changes or enlargements in use, the dimensions of the diversion works as constructed and as enlarged and the depth of each well. Existing diversion works from spring source to municipal treatment, storage, and supply system.

6. Water is claimed for the following purposes:

(both dates are inclusive MM-DD) (cfs) (acre feet)

For municipal purposes from 1/1 to 12/31 amount 2.48 or _____
 For _____ purposes from _____ to _____ amount _____ or _____
 For _____ purposes from _____ to _____ amount _____ or _____
 For _____ purposes from _____ to _____ amount _____ or _____

7. Total quantity claimed (a) 2.48 (cfs) and/or (b) _____ (acre feet)

8. Non-irrigation uses; describe fully (eg. Domestic: Give number of households served; Stockwater: Type and number of livestock, Etc.) municipal use by the City of Hailey

9. Description of place of use:

- a. If water is for irrigation, indicate acreage in each subdivision in the tabulation below.
- b. If water is used for other purposes, place a symbol of use (example: D for Domestic) in the corresponding place of use below. See instructions for standard symbols.

Twn	Rng	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
			Place of use is within the service area of the City of Hailey municipal water supply system as provided for under Idaho Law.																

Parcel (PIN) no(s) _____ Total number of acres irrigated _____

10. In which county (ies) are lands listed above as place of use located? Blaine County

11. Do you own the property listed above as place of use? Yes () No (✓)
 If your answer is No, describe in Remarks below the authority you have to claim this water right.

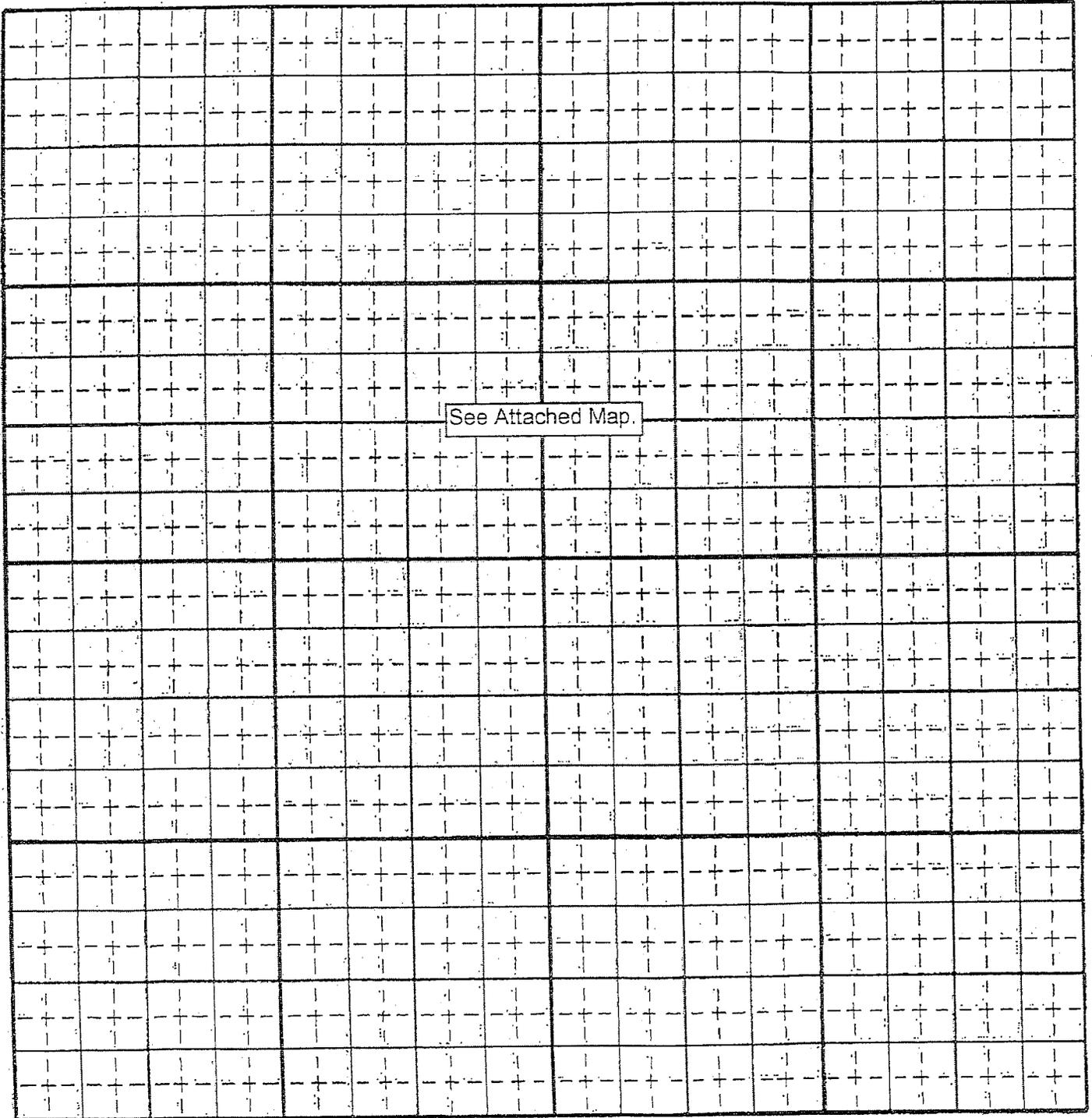
12. Describe any other water rights used at the same place and for the same purposes as described above.
 See Remarks section below. _____ or None ()

13. Remarks: Other water rights used at the same place of use for the same purpose: 37-296A, 37-1216 (Indian Creek Spring); 37-2698, 37-2699, 37-7305, 37-8837 (groundwater); 37-10717 (Big Wood River).

Last Name _____ City of Hailey Identification No. 37-717

Map of Project: Attach aerial photograph or topographic map showing clearly the point of diversion, place of use, section number, township, and range number, unless unavailable. Otherwise sketch the elements above on the grid below.

Scale: 2 Inches equals 1 mile



Last Name City of Hailey Identification No. 37-717

32 c

14. Basis of Claim (Check One) Beneficial Use () Posted Notice () License () Permit () Decree (✓)

Court 4th Judicial Dist. Decree Date 12/13/1909 Plaintiff v. Defendant Frost v. Alturas Water Co.

If applicable provide IDWR Water Right Number 37-717

15. Signature(s)

(a.) By signing below, I/We acknowledge that I/We have received, read and understand the form entitled "How you will receive notices in the Snake River Basin Adjudication." (b.) I/We do () do not (✓) wish to receive and pay a small annual fee for monthly copies of the docket sheet.

Number of attachments: 1 (map)

For Individuals: I/We do solemnly swear or affirm under penalty of perjury that the statements contained in the foregoing document are true and correct.

Signature of Claimant (s) _____ Date: _____

_____ Date: _____

For Organizations: I do solemnly swear or affirm under penalty of perjury that I am

_____ of _____,
Title Organization

that I have signed the foregoing document in the space below as

_____ of _____,
Title Organization

and that the statements contained in the foregoing document are true and correct.

Signature of Authorized Agent _____ Date _____

Title and Organization _____

16. Notice of Appearance:

Notice is hereby given that I, _____, will be acting as attorney at law of behalf of the claimant signing above, and that all notices required by law to be mailed by the director to the claimant signing above should be mailed to me at the address listed below.

Signature _____ Date _____

Address _____

Last Name City of Hailey Identification No. 37-717

