AGENDA OF THE
HAILEY CITY COUNCIL MEETING
Monday APRIL 4, 2016 * Hailey City Hall Meeting Room

5:30 p.m. CALL TO ORDER - Open Session for Public Concerns

CONSENT AGENDA:

CA 099 Motion to ratify the Mayor’s signature and authorization, approving the Idaho Transportation 2016 ADA Curb Ramp Grant Application for submittal ................................................................. 1
CA 100 Motion to approve Resolution 2016-33, authorizing the Mayor to sign a Letter of Understanding with Idaho Power to establish monthly payments ....................................................................................... 6
CA 101 Motion to approve Resolution 2016-34, authorizing the Mayor to sign an agreement with SPF Engineering for wetlands permitting on a 0.5-acre site adjacent to Indian Springs collection area as part of the Indian Springs improvement project for an amount not to exceed $9,000 ............................................................................................................ 11
CA 102 Motion to approve Resolutions, authorizing the Mayor to sign and approve agreements with the following companies to participate in the City’s Adopt a Park Program and provide park maintenance: 2016-35, with Webb Landscape for Hop Porter Park; 2016-36, with Clearwater Landscaping for Keefer Park; 2016-37, with Lily and Fern, a Division of Whitehead Landscaping for Jimmy’s Garden; 2016-38 with Sun Valley Services for Jimmy’s Garden; 2016-39 with Svenke Landscape Company for Hailey Skate Park ........................................................................................................................................... 22
CA 103 Motion to approve Resolution 2016-40, authorizing execution of an arena rental agreement with the 5th District High School Rodeo and a Special Event Permit for a competition on May 13th and 14th 2016 ........................................................................ 39
CA 104 Motion to approve Resolution 2016-41, authorizing execution of an arena rental agreement with Live a Little Productions for the Monster Truck Insanity Tour and Special Event Permit on September 9th and 10th 2016 ................................................................................................................. 48
CA 105 Motion to approve special event, Hailey Skate Competition, to be held at the City of Hailey Skatepark (Saturday, June 25th from 9:00 a.m. to 4:00 p.m.) ........................................................................................................................................... 58
CA 106 Motion to approve special event, Trailing of the Sheep, to be held at the Roberta McKercher Park (Saturday, October 8th from 10:00 a.m. to 4:00 p.m.) .................................................................................................................................................. 64
CA 107 Motion to approve special event, Firefighter 5 Alarm Chili Cookoff, to be held on Galena Street between Main Street and 1st Avenue (Saturday, June 19th from 12:00 a.m. to 3:00 p.m.) ........................................................................................................................................... 71
CA 108 Motion to approve special event, Color Me Fearless Girls on the Run 5K, to be held at Heagle Park and course to go through surrounding neighborhood (Saturday, June 4th from 10:00 a.m. to 12:00 p.m.) ................................................................................................................. 83
CA 109 Motion to approve hydroelectric turbine replacement ........................................................................................................................................... 83
CA 110 Motion to approve CNI’s pay request #9 in the amount of $234,709.97 ................................................................................................................................................................................. 103
CA 111 Motion to approve minutes of March 17, 2016 and to suspend reading of them ........................................................................................................................................... 111
CA 112 Motion to approve claims for expenses incurred during the month of March 2016 and claims for expenses due by contract in April 2016 ................................................................................................................. 115

PROCLAMATIONS & PRESENTATIONS:

PP 113 Presentation on Hailey’s Water Conservation Plan and Rebate Program ........................................................................................................................................... 129

PUBLIC HEARING:

PH 114 Discussion of Fire Services consolidation matters ........................................................................................................................................... 133
PH 115 Consideration of Ordinance No. _____ adopting a fee to be paid by development applicants for costs of city engineering services ........................................................................................................................................... 137
PH 116 Consideration of Ordinance No. _____, amendments to Municipal Code Chapter 2, updating references to Idaho Code within sections governing Hailey’s boards and commissions, and other housekeeping amendments, including amendments to the bylaws of each board ........................................................................................................................................... 144
PH 117 Airport Issues (no documents)

NEW BUSINESS:

NB 118 Parks and Lands Board Recommendation and presentation of proposed play equipment at Heagle Park, donated by Kiwanis Club ........................................................................................................................................... 151

STAFF REPORTS: Staff Reports Council Reports Mayor’s Reports
SR 119 Zoning Enforcement report from Community Development Department (no documents)
SR 120  Hunger Coalition Food Assessments findings regarding Hailey’s demographics and needs  (no documents)
SR 121  Letters to ITD requesting Main Street restoration from Blaine County Regional Transportation Committee and Mayor
SR 122  Draft agenda for next council meeting

**EXECUTIVE SESSION:** Real Property Acquisition (IC 74-206(1)(c)), and Pending & Imminently Likely Litigation (IC 74-206(1)(f))

**Matters & Motions from Executive Session or Workshop**
  - Next Ordinance Number - 1195
  - Next Resolution Number - 2016-42
AGENDA ITEM SUMMARY


SUBJECT: Idaho Transportation Department 2016 ADA Curb Ramp Grant Application

AUTHORITY: □ ID Code  □ IAR  □ City Ordinance/Code
(IFAPPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:
The Idaho Transportation Department ADA Curb Ramp program provides funding for projects to address curb ramps on the state highway system. The goal of the program is to provide accessible facilities for pedestrians with disabilities while allowing local jurisdictions flexibility in meeting the required standards. Applicants can qualify for up to $60,000 in state funding to construct new or alter existing curb ramps on the state highway system to meet the requirements of the ADA. Project work would occur in the summer of 2017.

The attached application includes the following curb ramps along Main St.:

<table>
<thead>
<tr>
<th>SW corner Elm St.</th>
<th>SE corner Elm St.</th>
<th>SW corner Empty Saddle</th>
</tr>
</thead>
<tbody>
<tr>
<td>NW corner Croy St.</td>
<td>NE corner Croy St.</td>
<td>NW corner 3rd Ave.</td>
</tr>
<tr>
<td>NE corner 3rd Ave.</td>
<td>NW corner 4th Ave.</td>
<td>NE corner 4th Ave.</td>
</tr>
</tbody>
</table>

The grant application requests $57,500 in state funds, which is the estimated cost to complete these nine ramps. There is no required match.

The grant application was due on April 1, 2016, and has therefore been submitted. At this time, staff requests approval and ratification of the grant application.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IFAPPLICABLE)

| City Attorney | Finance | Licensing | Administrator |
| Library | Community Development | P&Z Commission | Building |
| Police | Fire Department | Engineer | W/WW |
| Streets | Parks | X Public Works | Mayor |

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:
Motion to approve and ratify submission of the Idaho Transportation Department ADA Curb Ramp grant application.

ACTION OF THE CITY COUNCIL:
Date ____________________________
City Clerk ____________________________

FOLLOW-UP:
*Ord./Res./Agrmt./Order Originals: Record  *Additional/Exceptional Originals to: ____________________________
ADA CURB RAMP APPLICATION – 2016

PROJECT APPLICATION

The Idaho Transportation Department is releasing this statewide call for applications to solicit new ADA curb ramp project proposals from eligible local agency sponsors.

Final applications must be submitted to the Department electronically via email. All applications including attachments are to be submitted to ITDAntContracting@itd.idaho.gov. Additionally, all questions are to be submitted to ITDAntContracting@itd.idaho.gov. For all email correspondence concerning this application, please indicate "2016 ADA Application" in the subject line along with the sponsor’s name. For example (Subject: 2016 ADA Application - City of Moscow).

Application due date: April 1, 2016

SECTION 1 - APPLICANT INFORMATION

<table>
<thead>
<tr>
<th>Project Sponsor</th>
<th>City of Hailey</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Name</td>
<td>Tracy Anderson</td>
</tr>
<tr>
<td>Title</td>
<td>Public Works Coordinator</td>
</tr>
<tr>
<td>Phone Number</td>
<td>208-788-9830 x20</td>
</tr>
<tr>
<td>Email Address</td>
<td><a href="mailto:tracy.anderson@hailey.cityhall.org">tracy.anderson@hailey.cityhall.org</a></td>
</tr>
<tr>
<td>Address</td>
<td>115 Main St. S, Suite H, Hailey, ID 83333</td>
</tr>
<tr>
<td>Proposed Project Manager/Title</td>
<td>Kelly Schwarz, Street Division Manager</td>
</tr>
<tr>
<td>Phone Number(s)</td>
<td>208-309-1365</td>
</tr>
<tr>
<td>Email Address</td>
<td><a href="mailto:kelly.schwarz@hailey.cityhall.org">kelly.schwarz@hailey.cityhall.org</a></td>
</tr>
</tbody>
</table>

Application Priority Designation: For this application cycle, only one project award is allowed per local project sponsor. An application can include multiple curb ramps. If sponsor is submitting multiple applications, please indicate the application priority.

Application Priority

SECTION 2 - CURB RAMP APPLICATION REQUIREMENTS

Please provide the following information for each curb ramp location included in your application in the table on the next page. Attach additional pages if needed.

Location: Include the Ramp ID from the ITD Curb Ramp Inventory – February 2016. Note that only curb ramp locations on the state highway system are eligible under this program. Off-system locations will not be considered. For ramps not listed in the ITD ADA Transition plan, these should be identified by state route and cross-street.

Priority: List the priority shown in the ITD ADA Transition Plan or other if the ramp is not listed in the plan.

Cost: Provide the amount of funding requested from ITD for each curb ramp.
**SECTION 2: CURB LOCATIONS AND ESTIMATE**

Provide an all-inclusive lump sum cost estimate including: 1200 KM mobilization and labor for each proposed ramp. The table provided below only any other estimating costs; maintain in write not be considered.

<table>
<thead>
<tr>
<th>Ramp Location (Include Ramp_ID from ITD Curb Ramp Inventory – February 2016)</th>
<th>Priority (High, Medium, Low, or other)</th>
<th>Ramp Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>D4-08865</td>
<td>Medium</td>
<td>$6,500.00</td>
</tr>
<tr>
<td>D4-08882</td>
<td>Medium</td>
<td>$6,500.00</td>
</tr>
<tr>
<td>D4-08849</td>
<td>Low</td>
<td>$8,500.00</td>
</tr>
<tr>
<td>D4-08890</td>
<td>Medium</td>
<td>$5,500.00</td>
</tr>
<tr>
<td>D4-08891</td>
<td>Medium</td>
<td>$5,500.00</td>
</tr>
<tr>
<td>D4-08892</td>
<td>Medium</td>
<td>$5,500.00</td>
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<tr>
<td>D4-08872</td>
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<td>D4-08875</td>
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</tr>
<tr>
<td>D4-08690</td>
<td>Medium</td>
<td>$6,500.00</td>
</tr>
</tbody>
</table>

**Total Project Cost**: $75,500.00
1. Has the applicant previously been awarded funding under this program?
   □ YES   ■ No

2. If yes to question 1, have the requirements of the previous project’s cooperative agreement been satisfied?
   □ Yes   □ No

3. How will the construction work be performed?
   □ Applicant’s forces  ■ Contracted forces

4. Has the applicant’s project manager attended a curb ramp instruction class provided by the Department?
   □ Yes   ■ No
Return to Agenda
AGENDA ITEM SUMMARY

DATE: 04/04/16  DEPARTMENT: PW  DEPT. HEAD SIGNATURE: ___MM

SUBJECT: Resolution 2016-__ to approve the Mayor’s signature and the Letter of Understanding, authorizing monthly payments to be made to Idaho Power that reflect the amount owed, subtracted by the amount earned from power production, for a net monthly payment (or credit, depending on how much power is produced).

AUTHORITY:  □ ID Code  □ IAR  □ City Ordinance/Code
(IFAPPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:
The city has been generating power at Indian Springs since 1985 and has an existing 35-year contract with Idaho Power for a hydro power purchase agreement. To date, the city has been paid approximately $277,000 over the last 30 years by Idaho Power for our power production. The existing hydro facility, especially the turbine, are thought to be original equipment that was oversized for the flows at Indian Springs. This has been made worse by the lower flows experienced over the last few years. It is believed that for these reasons, the turbine’s function has significantly decreased and very little production has occurred in prior years. The city is currently working with Power Engineer’s to determine the exact cause and give a recommendation for improvement to the hydro power production. Improving power production will benefit the city by creating a net positive payment to the city for the remaining years of the existing purchase agreement and any future agreements.

The attached letter of understanding also gives the city up to 62 days to repair or replace parts of the facility without a penalty for reduced or no power generation during this time.

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IFAPPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:
Make a motion to adopt Resolution 2016-__ and authorize the Mayor to sign letter of understanding with Idaho Power.

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 #________________________
CITY OF HAILEY
RESOLUTION NO. 2016-33

RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY
AUTHORIZING AN AGREEMENT WITH IDAHO POWER ESTABLISHING A
PAYMENT PLAN THAT WILL PAY IDAHO POWER A NET MONTHLY AMOUNT,
BASED ON THE NET ENERGY FOR THE CONTRACT YEAR.

WHEREAS, the City of Hailey entered into a 35-year contract with Idaho Power in 1985,
to produce power at the Indian Springs facility.

WHEREAS, the City of Hailey and Idaho Power have evaluated the contract and the city
agrees to pay Idaho Power a net monthly amount, which will include the agreed upon amount
owed to Idaho Power subtracted by the amount paid to the city for energy production.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE
CITY OF HAILEY, IDAHO, that the City of Hailey approves the Agreement between the City
of Hailey and Idaho Power and that the Mayor is authorized to execute the attached Agreement,

Passed this 4th day of April, 2016.

City of Hailey

__________________________
Fritz X. Haemmerle, Mayor

ATTEST:

__________________________
Mary Cone, City Clerk
March 14, 2016

Mariel Miller
Public Works Director, City of Hailey
115 Main Street South, Suite H
Hailey, ID 83333

Delivered via: U.S. Mail and email copy to Mariel Miller, mariel.miller@haileycityhall.org

Re: Letter of Understanding – City of Hailey Lump Sum Repayment Amount

Dear Mariel,

On behalf of Idaho Power, I would like to thank you and the City of Hailey for all of your time and effort invested in the review of the Hailey Hydro Project’s past performance. We appreciate your positive approach and willingness to work with Idaho Power to find a manageable way to comply with the terms of the Hailey Hydro energy sales agreement.

Per the Lump Sum Repayment Amount Letter ("Letter") dated February 9, 2016, Idaho Power notified the City of Hailey that the Hailey Hydro Project ("Project") did not meet the performance requirements as stated in the energy sales agreement and a Lump Sum Repayment Amount of $35,709 ("Repayment Amount") was due and payable to Idaho Power. An invoice for the Repayment Amount was attached to the Letter. In subsequent conversations and emails, the City of Hailey has requested that the Repayment Amount be distributed over a 12-month period and that the monthly Repayment Amount due to Idaho Power be netted against the monthly Net Energy payments due to the City of Hailey. Idaho Power accepts this request and will net the $2,975.75 monthly payment against the monthly Net Energy payments. If the monthly Net Energy payment is less than the required monthly payment of $2,975.75, the City of Hailey must make payment to Idaho Power of the monthly balance due within 15 days of receipt of the monthly invoice. The first of 12 monthly Repayment Amount invoices / netting will begin with the March 2016 Net Energy payment. If the City of Hailey fails to make a monthly payment for the amount invoiced, it will be a default of this Letter of Understanding and also a default of the energy sales agreement. This default could result in Idaho Power issuing a Notice of Default and termination of the energy sales agreement.
The City of Hailey also requested relief from the Contract Year Annual Net Energy amount while they replace the Project's turbine which is estimated to take no more than 2 months (62 days) to complete. Idaho Power agrees to reduce the applicable Annual Net Energy amount(s) for the verified actual number of days the Project is offline due to this one time turbine replacement and only for the consecutive days (not to exceed 62 days) the facility is offline to accommodate this one time turbine replacement. At the end of each Contract Year, Idaho Power will review the Project's energy deliveries to Idaho Power and if the Project has provided verifiable evidence that the facility has been offline to accommodate the turbine replacement, then Idaho Power shall reduce the Annual Net Energy amount for that Contract Year by the number of days that the generator was offline for turbine replacement ([(Annual Net Energy amount for that Contract Year)/365 days] * [number of days offline for turbine replacement]). If the turbine replacement starts late in one Contract Year and carries over into another Contract Year, then the energy deliveries for each Contract Year will be compared to the Annual Net Energy amount required for each Contract Year and the Annual Net Energy amount for each Contract Year will be reduced by the number of days the generator was offline for turbine replacement during that Contract Year provided that the combined days allowed for the Annual Net Energy amount reduction does not exceed 62 consecutive days.

For the remaining Contract Years, the Project shall deliver at a minimum, the Annual Net Energy amounts as determined by the energy sales agreement and the Letter. Failure to make these future energy deliveries will result in additional Lump Sum Payment Amounts being calculated as specified in the Letter.

Agreed, Understood and Accepted:

City of Hailey

_____________________________
Signature

_____________________________
Print Name and Title

Sincerely,

Jerry Jardine
Energy Contracts

Cc: Randy Alphin (IPCo)
    Donovan Walker (IPCo)
    Kent Christensen (IPCo)
Return to Agenda
AGENDA ITEM SUMMARY

DATE: 04/04/16      DEPARTMENT: PW - Water      DEPT. HEAD SIGNATURE: MM

SUBJECT: Resolution 2016-54 to authorize an agreement with SPF Engineering for wetlands permitting for an amount not to exceed $9,000.

AUTHORITY: [ ] ID Code ________  [ ] IAR ________  [ ] City Ordinance/Code ________
(if applicable)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:
The Indian Springs improvement project involves the installation of six new lateral lines down gradient, but connected to the existing collection system. Indian Springs is our most valuable and senior water right, but over the years either the resources and/or our ability to collect the resources has diminished. SPF Engineering has stated that we should expect between 100 and 200 more gallons per minute (gpm) as a result of this project. This would bring our collection from about 800 to 900-1000 gpm, which is a 12.5-25% increase (our current water right is for 1200-1500 gpm, depending on in-stream flows). The purpose of this project is to increase flows to achieve greater collection up to the amount that the City's water right allows. The flows we have now versus what we may achieve with this project is critical to the turbine at the Indian Creek tank and the 1985 Agreement.

SPF has been engaged to assist Hailey in the collection improvement project. The following summarizes the latest status and new findings:

- The engineers report has been sent to DEQ for their review and approval.
- Design is expected to be done by the end of March/beginning of April.
- A wetland study was conducted and sent to Army Corps of Engineers. Wetland mitigation is required. Wetlands either need to be constructed or mitigated through the wetlands bank.
- Pumps will be required to move the collected water to the main transmission pipe, which was not originally anticipated during the development of the design concept.
- The Federal Energy Regulatory Commission (FERC) requires a Conduit Exemption for these improvements as a result of an existing agreement that was established back in 1985 when the hydro power plant was installed. This is a 60-120-day process.

The FY 2016 budget for this project was $200,000 ($165,000 to construct and $35,000 for engineering). The updated expenses are:

- Engineering expenses: $ 35,000
- Construction (engineering estimate): $225,000
- Conduit Exemption (estimate): $10,000
- Wetland mitigation (estimate): $103,000
- Individual wetlands permit (estimate): $ 9,000

Updated Total: $387,100

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1 The construction estimate has increased by $60,000 due to pumping needs.

2 The estimate is $187,100 over the original estimate
Due to the FERC and wetland permit requirements, the city may need to complete all permitting and federal approvals this summer and wait to construct the Indian Springs improvement project in 2017.

If the wetland permit is obtained this summer it will be valid for two years, giving the city additional time to complete the work. It is likely that all design and permitting would be completed this summer and bidding and construction would start next spring/summer 2017. This would also reduce budget impacts, if the work was split between FY 2016 and 2017.

See attached scope of work.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

<table>
<thead>
<tr>
<th>Budget Line Item #</th>
<th>YTD Line Item Balance $</th>
</tr>
</thead>
<tbody>
<tr>
<td>Estimated Hours Spent to Date:</td>
<td></td>
</tr>
<tr>
<td>Staff Contact:</td>
<td></td>
</tr>
<tr>
<td>Phone #</td>
<td></td>
</tr>
</tbody>
</table>

Comments:

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

- City Administrator
- City Attorney
- City Clerk
- Building
- Engineer
- Fire Dept.
- Library
- Mayor
- Planning
- Police
- Public Works
- P & Z Commission
- Benefits Committee
- Streets
- Treasurer
- Wastewater
- Water

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:
Motion to approve Resolution 2016-34, authorizing and agreement with SPF Engineering for wetlands permitting for the Indian Springs collection expansion project in an amount not to exceed $9,000.

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
*Additional/Exceptional Originals to: _______________________________
Copies (all Info.): Copies (AIS only)
Instrument # _______________________________
CITY OF HAILEY
RESOLUTION NO. 2016-34

RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY
AUTHORIZING THE EXECUTION OF CONTRACT FOR SERVICES WITH SPF
WATER ENGINEERING, TO PROVIDE WETLAND PERMITTING RELATED TO
THE EXPANSION PROJECT AT THE INDIAN SPRINGS COLLECTION SYSTEM IN
AN AMOUNT NOT TO EXCEED $9,000.

WHEREAS, the City of Hailey desires to improve the Indian Springs water system to
increase the available flow of water and collection to the City’s full water right.

WHEREAS, the Jurisdictional Determination Wetland Delineation report prepared by
Sawtooth Environmental Consulting, LLC for SPF Water Engineering, dated November 2015,
indicates that the city does need an Individual Wetlands Permit.

WHEREAS, the City of Hailey desires to enter into an agreement with SPF Water
Engineering under which SPF Water Engineering will subcontract with Sawtooth Environmental
to prepare permit applications and secure permit approvals from the various regulatory agencies
involved.

WHEREAS, the City of Hailey and SPF Water Engineering have agreed to the terms and
conditions of the Scope of Work, a copy of which is attached hereto.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE
CITY OF HAILEY, IDAHO, that the City of Hailey approves the Scope Of Work between the
City of Hailey and SPF Water Engineering in an amount not to exceed $9,000 and that the
Mayor is authorized to execute the attached Agreement,

Passed this 4th day of April, 2016.

City of Hailey

Fritz X. Haemmerle, Mayor

ATTEST:

Mary Cone, City Clerk
March 29, 2016

Mariel Miller  
City of Hailey  
Public Works Director  
115 Main Street South, Suite H  
Hailey, ID 83333  
Via e-mail: mariel.miller@haileycityhall.org  

Subject: Indian Creek Spring Improvements – Wetlands Permitting – Individual Permit

Dear Mariel,

SPF Water Engineering, LLC, (SPF) is pleased to provide the following scope of work and fee for completing an Individual Permit for wetlands permitting at the Hailey spring site.

BACKGROUND

SPF is working on design of an additional area of collection system at Hailey’s existing spring facility. The wetlands disturbance at the site will exceed 0.5 acres, therefore the wetlands permitting required is an individual permit (rather than a nationwide permit as originally anticipated). There is additional effort required to complete the individual permit. SPF will subcontract with Sawtooth Environmental Consulting for support on the wetlands permitting.

PROPOSED SCOPE OF WORK TASKS

Task 1 – Wetlands Individual Permit

Sawtooth Environmental will prepare the Joint Application for Permit, Individual Permit (with SPF providing exhibits and design details), with the applicable regulatory agencies: Army Corps of Engineers, Idaho Department of Environmental Quality, Idaho Department of Water Resources (if necessary), and Blaine County. Sawtooth will investigate options, develop strategies, and create detailed plans sufficient to meet regulatory compensatory mitigation requirements and secure permit approval. Sawtooth will apply for the Blaine County Conditional Use Permit, Wetland Overlay District, and attend the public hearing. Sawtooth will meet on-site with regulatory agencies and assist with project management during the permitting phases. SPF will provide project management oversight and overall project coordination. Sawtooth will submit the required information to the Corps of Engineers by the end of June (and likely sooner), assuming all needed information from other groups can be obtained in a timely manner. The Corps of Engineers has 60 days after submittal to respond to the applicant, wither requesting additional information of approving/denying the permit.
SCHEDULE
SPF and Sawtooth will begin work immediately upon notice to proceed. We understand from talking with Corps of Engineers personnel that individual permits typically take 60 to 90 days to complete. We will submit the permit information to the Corps of Engineers in June, assuming all information from other parties can be obtained in a timely manner.

ESTIMATED COSTS
The work will be performed on a time and materials basis, as detailed on the attached schedule of fees and conditions. A current hourly rate schedule is provided as Table 1. Direct costs (photocopy, postage, etc.) are billed at actual cost plus 15%. Invoices will be sent on a monthly basis. The total estimated cost is $9,000, which will not be exceeded.

WORK/COSTS NOT INCLUDED
The following work/costs are specifically not included in this scope of work:

- Surveying. Any required survey work will be by Galena Engineering directly under their contract with the City.

AGREEMENT
If this proposal meets with your approval, it may serve as the basis for agreement by affixing a signature in the space provided below. This signature will be considered as a notice to proceed on all tasks with a budget upper limit of $9,000. Please return one signed original of this proposal to my office.

We look forward to working with you on this project. Please call me if you have any questions.

Respectfully submitted,                                   Accepted By:

SPF WATER ENGINEERING, LLC                                    CITY OF HAILEY

Cathy Cooper, P.E.                                            By________________________
Vice President, Principal Engineer                           Date________________________
<table>
<thead>
<tr>
<th>Personnel</th>
<th>Title</th>
<th>2016 Billing Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Terry Scanlan, P.E., P.G.</td>
<td>Principal Engineer/Hydrogeologist</td>
<td>$160</td>
</tr>
<tr>
<td>Christian Petrich, Ph.D., P.E., P.G.</td>
<td>Principal Engineer/Hydrologist</td>
<td>$160</td>
</tr>
<tr>
<td>Cathy Cooper, P.E.</td>
<td>Principal Engineer</td>
<td>$150</td>
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<tr>
<td>Bob Hardgrove, P.E.</td>
<td>Principal Engineer</td>
<td>$150</td>
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<tr>
<td>Scott King, P.E.</td>
<td>Supervising Engineer</td>
<td>$137</td>
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<tr>
<td>Eric Landsberg, P.E.</td>
<td>Senior Project Manager</td>
<td>$143</td>
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<tr>
<td>Scott Wenger, P.E.</td>
<td>Project Manager</td>
<td>$135</td>
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<tr>
<td>Jason Thompson, P.E.</td>
<td>Project Manager</td>
<td>$125</td>
</tr>
<tr>
<td>Kent Gingrich, P.E.</td>
<td>Project Manager</td>
<td>$125</td>
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<tr>
<td>Peter Cooper, P.E.</td>
<td>Project Manager</td>
<td>$125</td>
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<tr>
<td>Justin Lerais, P.E.</td>
<td>Project Manager</td>
<td>$125</td>
</tr>
<tr>
<td>Scott McGourty, P.E.</td>
<td>Project Engineer</td>
<td>$112</td>
</tr>
<tr>
<td>Marci Pape, P.E.</td>
<td>Project Engineer</td>
<td>$91</td>
</tr>
<tr>
<td>Bryce Swillum, E.I.T.</td>
<td>Associate Engineer</td>
<td>$91</td>
</tr>
<tr>
<td>Daniel Inks, E.I.T.</td>
<td>Associate Engineer</td>
<td>$91</td>
</tr>
<tr>
<td>Breanna Paulson, E.I.T.</td>
<td>Associate Engineer</td>
<td>$80</td>
</tr>
<tr>
<td>Ashley Ritter, E.I.T.</td>
<td>Associate Engineer</td>
<td>$75</td>
</tr>
<tr>
<td>Roxanne Brown</td>
<td>Senior Water Right Specialist</td>
<td>$100</td>
</tr>
<tr>
<td>Lori Graves</td>
<td>Water Right Specialist</td>
<td>$91</td>
</tr>
<tr>
<td>Steve Bennett</td>
<td>Designer I</td>
<td>$87</td>
</tr>
<tr>
<td>Crystal Jensen</td>
<td>Business Development/Graphics/GIS Specialist</td>
<td>$55</td>
</tr>
<tr>
<td>Julie Romano</td>
<td>Accounting/HR</td>
<td>$65</td>
</tr>
<tr>
<td>Megan Tverdy</td>
<td>Administrative</td>
<td>$55</td>
</tr>
</tbody>
</table>

Note: Hourly billing rates will be adjusted on January 1st each year.
SCHEDULE OF FEES AND CONDITIONS

SPF WATER ENGINEERING, LLC (SPF)

A. FEES AND PAYMENT

1. The fee for services will be based on SPF’s standard hourly rates (including labor cost, overhead, and profit). Non-salary expenses directly attributable to the project, such as: (1) living and traveling expenses of employees when away from the home office on business connected with the project; (2) identifiable reproduction costs applicable to the work; and (3) outside services will be charged at actual cost plus 15% service charge to cover overhead and administration. Hourly rates are adjusted on an annual basis.

2. Payment shall be due within 30 days after date of monthly invoice describing the work performed and expenses incurred during the preceding month.

3. OWNER agrees that timely payment is a material term of this Agreement and that failure to make timely payment as agreed constitutes a breach hereof. In the event payment for services rendered has not been made within 60 days from the date of invoice, SPF may, after giving 7 days written notice to OWNER, and without penalty or liability of any nature, and without waiving any claim against OWNER, suspend all work on all authorized services as set forth herein. Upon receipt of payment in full for services rendered, plus interest charges, SPF will continue with all services not inconsistent with Article C.4 herein. Payment of all compensation due SPF pursuant to this Agreement shall be a condition precedent to OWNER using any of SPF’s professional services work products furnished under this Agreement.

4. In order to defray carrying charges resulting from delayed payments, simple interest at the rate of 18% per annum (but not exceeding the maximum rate allowed by law) will be added to the unpaid balance of each invoice. The interest period shall commence 30 days after date of original invoice, and shall terminate upon date of payment. Payments will be first credited to interest and then to principal. No interest charge will be added during the initial 30-day period following date of invoice.

B. COMMENCEMENT OF WORK. The work will be commenced immediately upon receipt of written notice to proceed. If after commencement of work the project is delayed for any reason beyond the control of SPF for more than 60 days, the price and schedule for services under this Agreement are subject to revision. Subsequent modifications shall be in writing and signed by the parties to this Agreement.

C. MISCELLANEOUS PROVISIONS

1. INSURANCE/INDEMNIFICATION/LIMITATION OF LIABILITY

   (a) SPF will maintain statutory limits of insurance coverage for Workers’ Compensation and Employer’s Liability Insurance as well as Professional Liability, General Liability and Automobile Liability Insurance and will name Owner as an additional insured on the Professional Liability, General Liability and Automobile Liability Insurance policies if specifically requested in writing.

   (b) SPF asserts that it is skilled in the professional calling necessary to the services and duties proposed to be performed, and that it shall perform such services and duties in conformance to and consistent with the standards generally recognized as being employed by professionals of SPF’s caliber in the same locality, and to that end SPF agrees to indemnify and hold harmless
Owner, its officers, and employees from and against claims, suits, loss, damages, costs, and expenses arising out of or resulting from the negligent acts, errors, or omissions of SPF, its officers, employees or agents in the performance of its services and duties hereunder, but not from the negligence or willful misconduct of Owner, its officers, and employees. However in no event shall SPF be liable for any special, indirect, or consequential damages as a result of its performance of the services hereunder. The total aggregate of SPF’s liability to all parties related to this Agreement shall not exceed $50,000, or the amount of SPF’s fee, whichever is less.

(c) Owner hereby understands and agrees that SPF has not created nor contributed to the creation or existence of any or all types of hazardous or toxic wastes, materials, chemical compounds, or substances, or any other type of environmental hazard or pollution, whether latent or patent, at Owner’s premises, or in connection with or related to this project with respect to which SPF has been retained to provide professional engineering services. The compensation to be paid SPF for said professional engineering services is in no way commensurate with, and has not been calculated with reference to, the potential risk of injury or loss which may be caused by the exposure of persons or property to such substances or conditions. Therefore, to the fullest extent permitted by law, Owner agrees to defend, indemnify, and hold SPF, its officers, directors, employees, and consultants, harmless from and against any and all claims, damages, and expenses, whether direct, indirect, or consequential, including but not limited to, attorney’s fees and court costs, arising out of, or resulting from the discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acid, alkalies, toxic chemicals, liquids, gases, or any other materials, irritants, contaminants, or pollutants in or into the atmosphere, or on, onto, upon, in, or into the surface or subsurface of soil, water, or watercourses, objects, or any tangible or intangible matter, whether sudden or not.

(d) Nothing contained within this Agreement shall be construed or interpreted as requiring SPF to assume the status of a generator, storer, transporter, treater, or disposal facility as those terms appear within the Resource Conservation and Recovery Act, 42 USCA §6901 et seq., as amended, or within any state statute governing the generation, treatment, storage, and disposal of waste. Further, the contents of this Agreement shall not be construed or interpreted as requiring SPF to arrange for the transportation, treatment, or disposal of hazardous substances, as described in the Comprehensive Environmental Response, Compensation, and Liability Act, 42 USCA §9601, et seq., as amended.

(e) Notwithstanding any provisions in this Agreement to the contrary, if this project involves construction, as that term is generally understood, and SPF does not provide engineering services during construction, including but not limited to, on-site monitoring, site visits, shop drawing review, and design clarifications, Owner agrees to defend, indemnify, and hold SPF, its consultants, agents, and employees harmless from any and all liability arising out of the construction.

(f) SPF shall not be liable for damages arising out of or resulting from the actions or inaction of governmental agencies, including but not limited to, permit processing, environmental impact reports, dedications, general plans and amendments thereto, zoning matters, annexations or consolidations, use or conditional use permits, and building permits. Owner agrees to defend, indemnify, and hold SPF, its consultants, agents, and employees harmless from any and all liability, other than that caused by the negligent acts, errors, or omissions of SPF, arising out of or resulting from the same.

(g) Notwithstanding other terms of this Agreement to the contrary, SPF makes no warranty, whether express or implied, as to the actual capacity or drawdown of any proposed water
well(s), or the quality or temperature of ground water, if any, which may be produced by any water well(s) to be drilled and developed pursuant to this Agreement. Owner understands and agrees that SPF's responsibility under this Agreement is to apply its hydrogeology expertise, and to exercise the usual standard of care in the engineering profession to develop what ground water may reasonably exist, and may be economically feasible to use, beneath the proposed site(s).

2. DOCUMENTS

(a) All tracings, survey notes, and other original documents, as instruments of service, are and shall remain the property of SPF, except where by law or precedent these documents become public property. Owner agrees to hold harmless, indemnify, and defend SPF, its consultants, agents, and employees against all damages, claims, expenses, and losses arising out of any reuse of the plans and specifications without the written authorization of SPF.

(b) All computer programs, software, and other like data developed during the course of the project, unless specifically developed for Owner, are and shall remain the sole property of SPF.

(c) SPF's liability to Owner for any computer programs, software products, or related data furnished hereunder is limited solely to the correction of residual errors, minor maintenance, or update(s) as agreed. SPF makes no warranties of any kind, including any implied warranty of merchantability or of fitness for any particular purpose, or against infringement, with respect to computer programs, software products, related data, technical information, or technical assistance provided by SPF under this Agreement. In no event shall SPF, its officers, agents, or employees be liable under or in connection with this Agreement under any theory of tort, contract, strict liability, negligence, or other legal or equitable theory for incidental or consequential damages relating to any computer programs, software products, or related data furnished hereunder.

(d) Environmental Audit/Site Assessment report(s) are prepared for Owner's sole use. Owner agrees to defend, indemnify, and hold SPF, its consultants, agents, and employees harmless against all damages, claims, expenses, and losses arising out of or resulting from any reuse of the Environmental Audit/Site Assessment report(s) without the written authorization of SPF.

3. TERMINATION OR ABANDONMENT. If any portion of the work is terminated or abandoned by Owner, the provisions of this Schedule of Fees and Conditions in regard to compensation and payment shall apply insofar as possible to that portion of the work not terminated or abandoned. If said termination occurs prior to completion of any phase of the project, the fee for services performed during such phase shall be based on SPF's reasonable estimate of the portion of such phase completed prior to said termination, plus a reasonable amount to reimburse SPF for termination costs.

4. WAIVER. SPF's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.

5. ENTIRE AGREEMENT. This Agreement, and its attachments, contains the entire understanding between Owner and SPF relating to professional engineering services. Any prior or contemporaneous agreements, promises, negotiations, or representations not expressly set forth herein are of no effect. Subsequent modifications or amendments to this Agreement shall be in writing and signed by the parties to this Agreement.

6. SUCCESSORS AND ASSIGNS. All of the terms, conditions, and provisions hereof shall inure to the benefit of and be binding upon the parties hereto, and their respective successors and assigns, provided, however, that no assignment of this Agreement shall be made without written consent of the parties to this Agreement.
7. CONSTRUCTION ESTIMATES. Estimates of cost for the facilities considered and designed under this Agreement are prepared by SPF through exercise of its experience and judgement in applying presently available cost data, but it is recognized that SPF has no control over costs of labor and materials, or over the construction contractor's methods of determining prices, or over competitive bidding procedures, market conditions, and unknown field conditions so that SPF cannot and does not guarantee that proposals, bids, or the project construction costs will not vary from SPF's cost estimates.

8. INJURY TO WORKERS. It is understood and agreed that SPF's fee is based on SPF being named as an Additional Insured on construction contractor's insurance policy for Comprehensive General Liability and Builders All Risk Liability, and Owner agrees to insert into all contracts for construction between Owner and construction contractor(s) arising out of this design a provision requiring the construction contractor(s) to defend, indemnify, and hold harmless both Owner and SPF from any and all actions arising out of the construction project, including but not limited to, injury to or death of any worker on the job site, not caused by the sole negligence of Owner or SPF.

9. SITE VISITS. Visits to the construction site and observations made by SPF as part of services during construction under this Agreement shall not make SPF responsible for, nor relieve the construction contractor(s) of the obligation to conduct comprehensive monitoring of the work sufficient to ensure conformance with the intent of the Contract Documents, and shall not make SPF responsible for, nor relieve the construction contractor(s) of the full responsibility for all construction means, methods, techniques, sequences, and procedures necessary for coordinating and completing all portions of the work under the construction contract(s), and for all safety precautions incidental thereto. Such visits by SPF are not to be construed as part of the monitoring duties of the on-site monitoring personnel defined below.

10. ON-SITE MONITORING. When SPF provides on-site monitoring personnel as part of services during construction under this Agreement, the on-site monitoring personnel will make reasonable efforts to guard Owner against defects and deficiencies in the work of the contractor(s), and to help determine if the provisions of the Contract Documents are being fulfilled. Their day-to-day monitoring will not, however, cause SPF to be responsible for those duties and responsibilities which belong to the construction contractor(s), including but not limited to, full responsibility for the means, methods, techniques, sequences, and progress of construction, and the safety precautions incidental thereto, and for performing the construction work in accordance with the Contract Documents.

11. SEVERABILITY. If any provision of this Agreement is declared invalid, illegal, or incapable of being enforced by any court of competent jurisdiction, all of the remaining provisions of this Agreement shall nevertheless continue in full force and effect, and no provision shall be deemed dependent upon any other provision unless so expressed herein.

12. IDAHO DEPARTMENT OF ENVIRONMENTAL QUALITY APPROVAL. SPF will submit the required documents for the proposed facilities to the Idaho Department of Environmental Quality (IDEQ) for the appropriate reviews and approvals. Under no circumstances may construction begin on the proposed facilities prior to receipt of IDEQ's written approval of the reports, plans, and specifications for the proposed facilities. As professional engineers, SPF's employees are obligated to report to IDEQ any construction that begins prior to receipt of the appropriate approvals.
Return to Agenda
AGENDA ITEM SUMMARY

DATE: 04/04/2016 DEPARTMENT: PW DEPT. HEAD SIGNATURE: MM


AUTHORITY: □ ID Code □ IAR □ City Ordinance/Code HMC 12 (IF APPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

The following landscape companies wish to continue their adoption of city parks for 2016, and have already signed the attached Adopt a Park agreements:

- Webb Landscape – Hop Porter Park – Adopter since 2012
- Clearwater Landscaping – Keefer Park – Adopter since 2012
- Lily & Fern, a Division of Whitehead Landscape – Jimmy’s Garden – Adopter since 2012
- Sun Valley Services – Jimmy’s Garden – Adopter since 2015
- Swenke Landscape Company – Halley Skate Park – Adopter since 2012

Staff anticipates that two additional landscape companies will continue in the Adopt a Park program; those agreements will be included at a future city council meeting.

These landscape companies provide a valuable and generous service to the community through the Adopt a Park program. Their contribution is greatly appreciated.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

Recommending

Recommending

Recommending

Recommending

Recommending

Recommending

Recommending

Recommending

Recommending

Recommendation from Applicable Department Head:

Motion to approve Resolutions 2016-___, 2016-___, 2016-___, 2016-___ and 2016-___, authorizing execution of Adopt-a-Park MOU’s with Webb Landscape, Clearwater Landscaping, Lily & Fern, Sun Valley Services and Swenke Landscape Company.

ACTION OF THE CITY COUNCIL:

Date

City Clerk

FOLLOW-UP:

*Ord./Res./Agmt./Order Originals: Record
Copies (all Info.):

*Additional/Exceptional Originals to:
Copies (AIS only)
CITY OF HAILEY
RESOLUTION NO. 2016-35

RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY
AUTHORIZING THE MEMORANDUM OF UNDERSTANDING WITH WEBB
LANDSCAPE REGARDING THE ADOPT A PARK PROGRAM FOR HOP PORTER
PARK.

WHEREAS, the City of Hailey desires to enter into a Memorandum of Understanding
with WEBB LANDSCAPE under which WEBB LANDSCAPE will provide landscaping
maintenance of the grounds at Hop Porter Park.

WHEREAS, the City of Hailey and WEBB LANDSCAPE have agreed to the terms and
conditions of the Memorandum of Understanding, a copy of which is attached hereto.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE
CITY OF HAILEY, IDAHO, that the City of Hailey approves the Memorandum of
Understanding between the City of Hailey and WEBB LANDSCAPE and that the Mayor is
authorized to execute the attached Agreement,

Passed this 4th day of April, 2016.

City of Hailey

Fritz X. Haemmerle, Mayor

ATTEST:

Mary Cone, City Clerk
MEMORANDUM OF UNDERSTANDING

Webb Landscape and the CITY OF HAILEY

Adopt a Park Program for Hop Porter Park

This Memorandum of Understanding (MOU) is entered into by Webb Landscape (Webb) and the City of Hailey (City) this 14th day of April, 2016.

RECITALS

A. The City is the owner of several city parks, including Hop Porter Park, and has established a maintenance program for various city parks (Adopt a Park Program).

B. Webb is local landscaping company interested in making a civic contribution to the community and participating in the Adopt a Park Program, and is willing to maintain Hop Porter Park.

C. Subject to the terms and conditions of this MOU, the City and Webb wish to coordinate their activities in the Adopt a Park Program to better provide service to the citizens of Hailey, to avoid duplication of effort by agencies, to implement activities consistent with purposes and policies of the City of Hailey and to promote the civic good will of Webb.

DUTIES AND RESPONSIBILITIES

Webb shall:

1. Mow and trim once a week on Tuesdays.
2. Blow out the sprinkler system at the end of the irrigation season before October 31, under city oversight.
3. Apply a fertilizer at least twice a year as needed, using chemicals and products provided by Webb; provide MSDS information to the City.
4. Notify City of Hailey two weeks in advance of intent to fertilize.
5. Post notice provided by City of Hailey of intent to apply fertilizer prior to application.
6. Close area to the public prior to treating with fertilizer.
7. Oversee the health of the vegetation of Hop Porter Park and report any concerns or problems, including irrigation system malfunction, drainage problems, diseased vegetation, damage or vandalism to Kelly Schwarz 309-1365 kelly.schwarz@haileycityhall.org.
8. Carry no less than one million dollars of liability insurance and provide a copy of the policy to the city.
9. Be solely responsible for payment of payroll and withholding taxes, workers compensation insurance, unemployment insurance, health insurance and retirement benefits for its employees.
10. Submit monthly invoices to the City documenting Webb’s contribution.
City shall:

1. Maintain all playground equipment and buildings.
2. Adjust the irrigation system and clocks as needed to maintain a healthy park without puddles or standing water, and without dry and under-watered areas. Comply with Hailey's irrigation rules by irrigating at night on odd numbered calendar days.
3. Prune trees, bushes and flowers when needed.
4. Empty all garbage and dog pots, and clean bathrooms.
5. Give prior notices of organized park activities to Brian Ros 720-8014 brianros@webbland.com
6. Inspect the park after each major event for damage caused by the event.
7. Provide notices to Webb to be posted at treated site.
8. Provide a 2' x 3' foot sign at the entrance to the park with the Webb logo, Gold Leaf Adopter status, and contact information.
9. Publish an 8.5” x 11” company profile with logo and photos in the City newsletter and equivalent on the City website.
10. Run a one-time ¾ page thank you ad in the Mountain Express with logo (all adopters in one ad); include the same ad in the City newsletter.
11. Publish one City newsletter article (all adopters in one article).
12. Publish logo listing in City newsletter and on City website June through October.
13. Publish logo listing in Adopt a Park Program guide.
14. Provide three no-fee park reservations for Webb company events.

Webb and the City shall:

1. Meet at least once a month during the season as scheduling allows, for ongoing review of activities and adequacy of the terms of this MOU.
2. Inform each other of significant maintenance developments and public events in the maintained area.
3. Cooperate on joint projects and additional activities when possible.
   A. Webb shall perform labor for agreed upon cooperative projects at a $55/hour rate, and provide an invoice to City for such costs.
   B. City shall provide supplies and materials to agreed upon projects.
   C. City shall produce a purchase order for supplies and materials.

Webb and the City will review this MOU one year after signing to determine adequacy. If it is determined that continuing this arrangement is in the best interest of the public and the parties, this MOU may be revised if appropriate and renewed. If this MOU is determined not to meet the needs of the parties and the best interests of the public, either party can terminate it with 30 advance days written notice.

[Signature]
Webb Landscape

3/14/16
Date

[Signature]
Mayor, City of Hailey

Date
CITY OF HAILEY
RESOLUTION NO. 2016-36

RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY
AUTHORIZING THE MEMORANDUM OF UNDERSTANDING WITH
CLEARWATER LANDSCAPING REGARDING THE ADOPT A PARK PROGRAM
FOR KEEFER PARK.

WHEREAS, the City of Hailey desires to enter into a Memorandum of Understanding with CLEARWATER LANDSCAPING under which CLEARWATER LANDSCAPING will provide landscaping maintenance of the grounds at Keefer Park.

WHEREAS, the City of Hailey and CLEARWATER LANDSCAPING have agreed to the terms and conditions of the Memorandum of Understanding, a copy of which is attached hereto.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HAILEY, IDAHO, that the City of Hailey approves the Memorandum of Understanding between the City of Hailey and CLEARWATER LANDSCAPING and that the Mayor is authorized to execute the attached Agreement,

Passed this 4th day of April, 2016.

City of Hailey

Fritz X. Haemmerle, Mayor

ATTEST:

Mary Cone, City Clerk
MEMORANDUM OF UNDERSTANDING

Clearwater Landscaping and the CITY OF HAILEY

Adopt a Park Program for Keefer Park

This Memorandum of Understanding (MOU) is entered into by Clearwater Landscaping (Clearwater) and the City of Hailey (City) this 4th day of April, 2016.

RECITALS

A. The City is the owner of several city parks, including Keefer Park, and has established a maintenance program for various city parks (Adopt a Park Program).

B. Clearwater is a local landscaping company interested in making a civic contribution to the community and participating in the Adopt a Park Program, and is willing to maintain Keefer Park.

C. Subject to the terms and conditions of this MOU, the City and Clearwater wish to coordinate their activities in the Adopt a Park Program to better provide service to the citizens of Hailey, to avoid duplication of effort by agencies, to implement activities consistent with purposes and policies of the City of Hailey and to promote the civic good will of Clearwater.

DUTIES AND RESPONSIBILITIES

Clearwater shall:

1. Adjust the irrigation system and clocks as needed to maintain a healthy park without puddles or standing water, and without dry and under-watered areas, to the best of the irrigation system’s abilities. Comply with Hailey’s irrigation rules by irrigating at night on even numbered calendar days.
2. Blow out the sprinkler system at the end of the irrigation season before October 31, under city oversight.
3. Apply fertilizers, supplied by Clearwater, as needed to maintain health of the park, and provide MSDS information to City.
4. Notify City of Hailey two weeks in advance of intent to fertilize.
5. Post notice provided by City of Hailey of intent to apply fertilizer prior to application, along with MSDS information.
6. Close area to the public prior to treating with fertilizer.
7. Oversee the health of the vegetation of Keefer Park and report any problems, including irrigation system malfunction, drainage problems, diseased vegetation, damage or vandalism to Kelly Schwarz 309-1365 kelly.schwarz@haileycityhall.org.
8. Carry no less than one million dollars of liability insurance and provide a copy of the policy to the city.
9. Be solely responsible for payment of payroll and withholding taxes, workers compensation insurance, unemployment insurance, health insurance and retirement benefits for its employees.

**City shall:**

1. Mow and trim once a week on Mondays.
2. Maintain all playground equipment and buildings.
3. Prune trees, bushes and flowers when needed.
4. Empty all garbage and dog pots, and clean bathrooms.
5. Give prior notices of organized park activities to Matt Hoskins 471-0107
   mhoskins@clearwaterlandscaping.com
6. Inspect the park after each major event for damage caused by the event.
7. Provide a 2’ x 3’ foot sign at the entrance to the park with the Clearwater logo, Gold Leaf Adopter status, and contact information.
8. Publish an 8.5” x 11” company profile with logo and photos in the City newsletter and equivalent on the City website.
9. Run a one-time ¼ page thank you ad in the Mountain Express with logo (all adopters in one ad); include the same ad in the City newsletter.
10. Publish one City newsletter article (all adopters in one article).
11. Publish logo listing in City newsletter and on City website June through October.
12. Publish logo listing in Adopt a Park Program guide.
13. Provide three no-fee park reservations for Clearwater company events.

**Clearwater and the City shall:**

1. Meet at least once a month during the season as scheduling allows, for ongoing review of activities and adequacy of the terms of this MOU.
2. Inform each other of significant maintenance developments and public events in the maintained area.
3. Cooperate when possible on joint projects and activities additional to those outlined previously in this agreement. Hailey may request that Clearwater perform repairs to the irrigation system after needed repairs or improvements are identified.
   A. Clearwater shall perform labor for agreed upon cooperative projects at a $40/hour rate, and provide an invoice to City for such costs.
   B. City shall provide supplies and materials to agreed upon projects.
   C. City shall produce a purchase order for supplies and materials.

**Clearwater and the City will review this MOU one year after signing to determine adequacy. If it is determined that continuing this arrangement is in the best interest of the public and the parties, this MOU may be revised if appropriate and renewed. If this MOU is determined not to meet the needs of the parties and the best interests of the public, either party can terminate it with 30 advance days written notice.**

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Clearwater Landscaping

Mayor, City of Hailey

Date
CITY OF HAILEY
RESOLUTION NO. 2016-37

RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY
AUTHORIZING THE MEMORANDUM OF UNDERSTANDING WITH LILY & FERN,
A DIVISION OF WHITEHEAD LANDSCAPE, REGARDING THE ADOPT A PARK
PROGRAM FOR JIMMY’S GARDEN.

WHEREAS, the City of Hailey desires to enter into a Memorandum of Understanding
with LILY & FERN, under which LILY & FERN will provide landscaping maintenance of the
grounds at Jimmy’s Garden.

WHEREAS, the City of Hailey and LILY & FERN have agreed to the terms and
conditions of the Memorandum of Understanding, a copy of which is attached hereto.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE
CITY OF HAILEY, IDAHO, that the City of Hailey approves the Memorandum of
Understanding between the City of Hailey and LILY & FERN and that the Mayor is authorized
to execute the attached Agreement,

Passed this 4th day of April, 2016.

City of Hailey

______________________________
Fritz X. Haemmerle, Mayor

ATTEST:

______________________________
Mary Cone, City Clerk
MEMORANDUM OF UNDERSTANDING

Lily & Fern (a Division of Whitehead Landscape) and the CITY OF HAILEY

Adopt a Park Program for Jimmy's Garden

This Memorandum of Understanding (MOU) is entered into by Lily & Fern, a Division of Whitehead Landscape (Lily & Fern) and the City of Hailey (City) this 4th day of April, 2016.

RECITALS

A. The City is the owner of several city parks, including Jimmy’s Garden, and has established a maintenance program for various city parks (Adopt a Park Program).

B. Lily & Fern is a local landscaping company interested in making a civic contribution to the community and participating in the Adopt a Park Program, and is willing to maintain Jimmy’s Garden.

C. Subject to the terms and conditions of this MOU, the City and Lily & Fern wish to coordinate their activities in the Adopt a Park Program to better provide service to the citizens of Hailey, to avoid duplication of effort by agencies, to implement activities consistent with purposes and policies of the City of Hailey and to promote the civic good will of Lily & Fern.

DUTIES AND RESPONSIBILITIES

Lily & Fern shall:

1. Trim and prune perennials and shrubs as needed.
2. Oversee the health of the vegetation of Jimmy’s Garden and report any problems, including irrigation system malfunction, drainage problems, diseased vegetation, damage or vandalism to Kelly Schwarz 309-1365 kelly.schwarz@haileycityhall.org.
3. Carry no less than one million dollars of liability insurance and provide a copy of the policy to the city.
4. Be solely responsible for payment of payroll and withholding taxes, workers compensation insurance, unemployment insurance, health insurance and retirement benefits for its employees.

City shall:

1. Maintain all park equipment and buildings.
2. Adjust the irrigation system and clocks as needed to maintain a healthy park without puddles or standing water, and without dry and under-watered areas. Comply with Hailey’s irrigation rules by irrigating at night on odd numbered calendar days.
3. Prune trees when needed.
4. Empty all garbage and dog pots.
5. Apply fertilizers and herbicides as needed to maintain health of the park.
6. Post notice of intent to apply fertilizer or herbicide prior to application.
7. Close area to the public prior to treating with fertilizer or herbicides.
8. Give prior notices of organized park activities to Merri Whitehead 309-5103
   merri@whiteheadlandscaping.com
9. Inspect the park periodically for damage caused by heavy use.
10. Provide a 2' x 3' foot sign at the entrance to the park with the Lily & Fern logo, Silver Leaf Adopter
    status, and contact information. In the event of a park co-adopter, the sign will be shared with Lily &
    Fern and the co-adopter on the same 2' x 3' sign.
11. Run a one-time ¼ page thank you ad in the Mountain Express with logo (all adopters in one ad); include
    the same ad in the City newsletter.
12. Publish one City newsletter article (all adopters in one article).
13. Publish logo listing in City newsletter and on City website May through October.
14. Publish logo listing in Adopt a Park Program guide.
15. Provide two no-fee park reservations for SVS company events.

Lily & Fern and the City shall:

1. Meet at least once a month during the season as scheduling allows, for ongoing review of activities and
   adequacy of the terms of this MOU.
2. Inform one another of significant maintenance developments and public events in the maintained area.
3. Cooperate on joint projects and additional activities when possible.
   A. Lily & Fern shall perform labor for agreed upon cooperative projects at a $35/hour rate,
      and provide an invoice to City for such costs.
   B. City shall provide supplies and materials to agreed upon projects.
   C. City shall produce a purchase order for supplies and materials.

Lily & Fern and the City will review this MOU one year after signing to determine adequacy. If it is determined
that continuing this arrangement is in the best interest of the public and the parties, this MOU may be revised
if appropriate and renewed. If this MOU is determined not to meet the needs of the parties and the best
interests of the public, either party can terminate it with 30 advance days written notice.

Lily & Fern LLC

3.14.16

Mayor, City of Hailey
CITY OF HAILEY
RESOLUTION NO. 2016-38

RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY
AUTHORIZING THE MEMORANDUM OF UNDERSTANDING WITH SUN VALLEY
SERVICES, REGARDING THE ADOPT A PARK PROGRAM FOR JIMMY’S
GARDEN.

WHEREAS, the City of Hailey desires to enter into a Memorandum of Understanding
with SUN VALLEY SERVICES, under which SUN VALLEY SERVICES will provide
landscaping maintenance of the grounds at Jimmy’s Garden.

WHEREAS, the City of Hailey and SUN VALLEY SERVICES have agreed to the terms
and conditions of the Memorandum of Understanding, a copy of which is attached hereto.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE
CITY OF HAILEY, IDAHO, that the City of Hailey approves the Memorandum of
Understanding between the City of Hailey and SUN VALLEY SERVICES and that the Mayor is
authorized to execute the attached Agreement,

Passed this 4th day of April, 2016.

City of Hailey

Fritz X. Haemmerle, Mayor

ATTEST:

Mary Cone, City Clerk
MEMORANDUM OF UNDERSTANDING

Sun Valley Services and the CITY OF HAILEY

Adopt a Park Program for Jimmy’s Garden

This Memorandum of Understanding (MOU) is entered into by Sun Valley Services (SVS) and the City of Hailey (City) this 4th day of April, 2016.

RECAPITULATION

A. The City is the owner of several city parks, including Jimmy’s Garden, and has established a maintenance program for various city parks (Adopt a Park Program).

B. SVS is a local landscaping company interested in making a civic contribution to the community and participating in the Adopt a Park Program, and is willing to maintain Jimmy’s Garden.

C. Subject to the terms and conditions of this MOU, the City and SVS wish to coordinate their activities in the Adopt a Park Program to better provide service to the citizens of Hailey, to avoid duplication of effort by agencies, to implement activities consistent with purposes and policies of the City of Hailey and to promote the civic good will of SVS.

DUTIES AND RESPONSIBILITIES

SVS shall:

1. Mow and trim once a week on Mondays.
2. Perform spring and fall clean-up maintenance as needed, including turf maintenance.
3. Oversee the health of the turf of Jimmy’s Garden and report any problems, including irrigation system malfunction, drainage problems, disease problems, damage or vandalism to Kelly Schwarz 309-1365 kelly.schwarz@haileycityhall.org.
4. Carry no less than one million dollars of liability insurance and provide a copy of the policy to the city.
5. Be solely responsible for payment of payroll and withholding taxes, workers compensation insurance, unemployment insurance, health insurance and retirement benefits for its employees.
6. Submit monthly invoices to the City documenting SVS’ contribution.

City shall:

1. Maintain all park equipment and buildings.
2. Adjust the irrigation system and clocks as needed to maintain a healthy park without puddles or standing water, and without dry and under-watered areas. Comply with Hailey’s irrigation rules by irrigating at night on odd numbered calendar days.
3. Prune trees when needed.
4. Empty all garbage and dog pots.
5. Apply fertilizers and herbicides as needed to maintain health of the park.
6. Post notice of intent to apply fertilizer or herbicide prior to application.
7. Close area to the public prior to treating with fertilizer or herbicides.
8. Give prior notices of organized park activities to Gustavo Alvarado 481-0612
   gustavo@sunvalleyservicesidaho.com
9. Inspect the park periodically for damage caused by heavy use.
10. Provide a 2' x 3' foot sign at the entrance to the park with the SVS logo, Silver Leaf Adopter status, and
    contact information. In the event of a park co-adopter, the sign will be shared with SVS and the co-
    adopter on the same 2' x 3' sign.
11. Run a one-time 1/4 page thank you ad in the Mountain Express with logo (all adopters in one ad); include
    the same ad in the City newsletter.
12. Publish one City newsletter article (all adopters in one article).
13. Publish logo listing in City newsletter and on City website June through October.
14. Publish logo listing in Adopt a Park Program guide.
15. Provide two no-fee park reservations for SVS company events.

**SVS and the City shall:**

1. Meet at least once a month during the season as scheduling allows, for ongoing review of activities and
   adequacy of the terms of this MOU.
2. Inform one another of significant maintenance developments and public events in the maintained area.
3. Cooperate on joint projects and additional activities when possible.
   A. SVS shall perform labor for agreed upon cooperative projects at a $35/hour rate, and
      provide an invoice to City for such costs.
   B. City shall provide supplies and materials to agreed upon projects.
   C. City shall produce a purchase order for supplies and materials.

**SVS and the City will review this MOU one year after signing to determine adequacy.** If it is determined that
continuing this arrangement is in the best interest of the public and the parties, this MOU may be revised if
appropriate and renewed. If this MOU is determined not to meet the needs of the parties and the best
interests of the public, either party can terminate it with 30 advance days written notice.

[Signature]
Sun Valley Services, Gustavo Alvarado

Date

__________________________
Mayor, City of Hailey
CITY OF HAILEY
RESOLUTION NO. 2016-39

RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY
AUTHORIZING THE MEMORANDUM OF UNDERSTANDING WITH SWENKE
LANDSCAPE COMPANY REGARDING THE ADOPT A PARK PROGRAM FOR THE
HAILEY SKATE PARK.

WHEREAS, the City of Hailey desires to enter into a Memorandum of Understanding with SWENKE LANDSCAPE under which SWENKE LANDSCAPE will provide landscaping maintenance of the grounds at the Hailey Skate Park.

WHEREAS, the City of Hailey and SWENKE LANDSCAPE have agreed to the terms and conditions of the Memorandum of Understanding, a copy of which is attached hereto.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE
CITY OF HAILEY, IDAHO, that the City of Hailey approves the Memorandum of Understanding between the City of Hailey and SWENKE LANDSCAPE and that the Mayor is authorized to execute the attached Agreement,

Passed this 4th day of April, 2016.

City of Hailey

Fritz X. Haemmerle, Mayor

ATTEST:

Mary Cone, City Clerk
MEMORANDUM OF UNDERSTANDING

Swenke Landscape Company and the CITY OF HAILEY

Adopt a Park Program for Hailey Skatepark

This Memorandum of Understanding (MOU) is entered into by Swenke Landscape Company (Swenke) and the City of Hailey (City) this ___ day of April, 2016.

RECITALS

A. The City is the owner of several city parks, including Hailey Skatepark, and has established a maintenance program for various city parks (Adopt a Park Program).

B. Swenke is a local landscaping company interested in making a civic contribution to the community and participating in the Adopt a Park Program, and is willing to maintain Hailey Skatepark.

C. Subject to the terms and conditions of this MOU, the City and Swenke wish to coordinate their activities in the Adopt a Park Program to better provide service to the citizens of Hailey, to avoid duplication of effort by agencies, to implement activities consistent with purposes and policies of the City of Hailey and to promote the civic good will of Swenke.

DUTIES AND RESPONSIBILITIES

Swenke shall:

1. Mow and trim once a week on Friday.
2. Perform spring clean-up maintenance as needed, including thatching and turf maintenance, clean-up of beds, and concrete bowl blow out.
3. Apply a fertilizer and herbicide at least twice a year as needed, using chemicals and products provided by the City of Hailey.
4. Notify City of Hailey two weeks in advance of intent to fertilize or apply herbicides.
5. Post notice provided by City of Hailey of intent to apply fertilizer or herbicide prior to application.
6. Close area to the public prior to treating with fertilizer or herbicides.
7. Oversee the health of the vegetation of Hailey Skatepark and report any problems, including irrigation system malfunction, drainage problems, diseased vegetation, damage or vandalism to Kelly Schwarz 309-1365 kelly.schwarz@haileycityhall.org.
8. Carry no less than one million dollars of liability insurance and provide a copy of the policy to the city.
9. Be solely responsible for payment of payroll and withholding taxes, workers compensation insurance, unemployment insurance, health insurance and retirement benefits for its employees.
City shall:

1. Maintain all playground equipment and buildings.
2. Adjust the irrigation system and clocks as needed to maintain a healthy park without puddles or standing water, and without dry and under-watered areas. Comply with Hailey’s irrigation rules by irrigating at night on odd numbered calendar days.
3. Prune trees, bushes and flowers when needed.
4. Empty all garbage and dog pots, and clean bathrooms.
5. Give prior notices of organized park activities to Mark Swenke 720-4198 mswenke@swenkelandscape.com
6. Inspect the park after each major event for damage caused by the event.
7. Provide fertilizer and herbicides to Swenke for application at agreed upon times.
8. Provide notices and MSDS information to Swenke to be posted at treated site.
9. Provide a 2’ x 3’ foot sign at the entrance to the park with the Swenke logo, Silver Leaf Adopter status, and contact information.
10. Run a one-time ¼ page thank you ad in the Mountain Express with logo (all adopters in one ad); Include the same ad in the City newsletter.
11. Publish one City newsletter article (all adopters in one article).
12. Publish logo listing in City newsletter and on City website May through October.
13. Publish logo listing in Adopt a Park Program guide.
14. Provide two no-fee park reservations for Swenke company events.

Swenke and the City shall:

1. Meet at least once a month during the season as scheduling allows, for ongoing review of activities and adequacy of the terms of this MOU.
2. Inform each other of significant maintenance developments and public events in the maintained area.
3. Cooperate on joint projects and additional activities when possible.
   A. Swenke shall perform labor for agreed upon cooperative projects at a $35.00/man hour rate, and provide an invoice to City for such costs.
   B. City shall provide supplies and materials to agreed upon projects.
   C. City shall produce a purchase order for supplies and materials.

Swenke and the City will review this MOU one year after signing to determine adequacy. If it is determined that continuing this arrangement is in the best interest of the public and the parties, this MOU may be revised if appropriate and renewed. If this MOU is determined not to meet the needs of the parties and the best interests of the public, either party can terminate it with 30 advance days written notice.

Swenke Landscape Company

Date

Mayor, City of Hailey

Date

3/21/2016
Return to Agenda
AGENDA ITEM SUMMARY

DATE: 4/4/16  DEPARTMENT:  Public Works  DEPT. HEAD SIGNATURE: MM

SUBJECT:  Resolution 2016-40, authorizing execution of an arena rental agreement with the 5th District High School Rodeo for a rodeo competition on May 13 and 14, 2016.

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:
The 5th District High School Rodeo has applied again this year to use the Halley Arena for its youth rodeo competition on May 13 and 14. Fees have been waived for this youth event, per the current fee resolution for the arena. The agreement requires the 5th District High School Rodeo to restore the arena to its original condition at the conclusion of the event.

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS:  (IF APPLICABLE)
- City Administrator
- City Attorney
- City Clerk
- Building
- Engineer
- Fire Dept.
- Library
- Mayor
- Planning
- Police
- Public Works
- Benefits Committee
- Streets
- Treasurer
- P & Z Commission

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:
Motion to approve the 5th District High School Rodeo rental application and Resolution 2016-40 authorizing execution of the arena rental agreement for a rodeo competition on May 13 and 14, 2016.

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 *Additional/Exceptional Originals to: 
Copies (all info.): 
Instrument # 
Copies (AIS only)
CITY OF HAILEY
RESOLUTION NO. 2016-40

RESOLUTION OF THE MAYOR AND CITY COUNCIL FOR THE CITY OF HAILEY
AUTHORIZING AN ARENA RENTAL AGREEMENT WITH THE 5TH DISTRICT
HIGH SCHOOL RODEO FOR A RODEO COMPETITION

WHEREAS, the City of Hailey desires to enter into an Agreement with the 5th District
High School Rodeo allowing use of the Hailey Arena for a rodeo competition on May 13 and 14,
2016.

WHEREAS, the City of Hailey and the 5th District High School Rodeo have agreed to the
terms and conditions of the Agreement, a copy of which is attached hereto.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE
CITY OF HAILEY, IDAHO, that the City of Hailey approves the Agreement between the City
of Hailey and the 5th District High School Rodeo and that the Mayor is authorized to execute the
attached Agreement,

Passed this 4th day of April, 2016.

City of Hailey

______________________________
Fritz X. Haemmerle, Mayor

ATTEST:

______________________________
Mary Cone, City Clerk
### HAILEY ARENA RENTAL APPLICATION AND AGREEMENT

**Applicant Information**

<table>
<thead>
<tr>
<th>Applicant/Contact</th>
<th>Home #: 788-6524</th>
<th>Cell #: 357-6604</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td>Po Box 2587</td>
<td></td>
</tr>
<tr>
<td>City</td>
<td>Hailey</td>
<td></td>
</tr>
<tr>
<td>State</td>
<td>ID</td>
<td>Zip Code: 83333</td>
</tr>
<tr>
<td>Email</td>
<td><a href="mailto:schwartz@e-mail.com">schwartz@e-mail.com</a>/schwarz_kber@earthwide.com</td>
<td></td>
</tr>
<tr>
<td>Organization</td>
<td>District 5 High School Band Association</td>
<td>Non-Profit: Yes No</td>
</tr>
<tr>
<td>IRS Number</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Event Information**

| Event Title | 5th District High School Rodeo |
| Brief Event Description | Rodeo Competition |
| Set-Up Date | 5/12/16 |
| Start Time: 5:00 PM | End Time: 9:00 PM |
| First-Time Event: Yes No |
| Event Date 1 | 5/13/16 |
| Start Time: 7:00 PM | End Time: 11:00 PM |
| Annual Event: Yes No |
| Event Date 2 | 5/14/16 |
| Start Time: 2:00 PM | End Time: 6:00 PM |
| # Years Held: |
| Tear Down Date | 5/15/16 |
| Start Time: 9:00 AM | End Time: 3:00 PM |
| Estimated Daily Attendance: |

**Fees and Deposit**

<table>
<thead>
<tr>
<th>Rental Options</th>
<th>One-Time Fees</th>
<th>Standard Daily Rates</th>
<th>First-Time Event, &lt; 500 Attendees Daily Rates</th>
<th>Non-Profit Fee/Daily Rates</th>
<th>Totals</th>
</tr>
</thead>
<tbody>
<tr>
<td>Arena Event Application</td>
<td>150.00</td>
<td>1,000.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Security and Cleaning Deposit</td>
<td>500.00</td>
<td>750.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Arena Rental – Setup Day</td>
<td>1,500.00</td>
<td>625.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Arena Rental – 1 Day Event</td>
<td>1,250.00</td>
<td>625.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Arena Rental – 2+ Day Event</td>
<td>500.00</td>
<td>500.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Arena Rental – Tear Down Day</td>
<td>125.00</td>
<td>125.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Concession A</td>
<td>125.00</td>
<td>125.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Concession B</td>
<td>125.00</td>
<td>125.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Livestock / Animals</td>
<td>300.00</td>
<td>300.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Exclusive Advertising Rights</td>
<td>250.00</td>
<td>250.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Alcohol Beverage Catering Permit</td>
<td>20.00</td>
<td>20.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Alcohol Option Tax Permit (2% of sales)</td>
<td>N/C</td>
<td>N/C</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Amplified Sound Permit</td>
<td>N/C</td>
<td>N/C</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Youth Event Rental</td>
<td>N/C</td>
<td>N/C</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL DUE: $3,700**

**NOTE:** Any services required/provided by the City beyond those listed above will be charged at the following rates and billed post-event: Event Security Officers - $45/hour; Arena Prep, Setup and Tear-down Support - $35/hour; Misc. Services - $35/hour.
Event Components and Activities

Please indicate below the components and activities you would like to request permission to include with your production. You as the event organizer are responsible for providing your own equipment (beyond what is already available at the Halley Arena). If you check "yes" next to an item, please provide a brief description, including pertinent details such as quantities, sizes and locations. Please attach the following documents:

- Site Plan - show proposed on-site closures, location of event components, etc.
- Parking Plan - parking on-site is limited; while there is additional parking nearby, large events should carefully consider alternative parking plans.
- Security Plan - Event security may be provided by the Halley Police Department. The chief of police will designate the number of officers to provide security to be provided at the applicant's cost.
- Emergency Medical Services Plan - describe quantity of dedicated (assigned to no other duties at the event) state-licensed EMTs with basic medical supplies, and describe ability to communicate with an EMS agency.

The below checklist, site plan, parking plan, security plan, and emergency medical services plan will be used to evaluate your event and document any associated City requirements/conditions, including, but not limited to, parking, security and emergency medical service requirements.

<table>
<thead>
<tr>
<th>Event Components and Activities</th>
<th>Yes / No</th>
<th>Brief Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Closure of On-Site Parking and Access Ways (show on site plan)</td>
<td>□ Yes □ No</td>
<td></td>
</tr>
<tr>
<td>Open Flame/Fires Producing Devices/Pyrotechnics</td>
<td>□ Yes □ No</td>
<td></td>
</tr>
<tr>
<td>Stage (show size and location on site plan)</td>
<td>□ Yes □ No</td>
<td></td>
</tr>
<tr>
<td>Arena Flooring</td>
<td>□ Yes □ No</td>
<td></td>
</tr>
<tr>
<td>Electrical (in addition to on-site electrical)</td>
<td>□ Yes □ No</td>
<td>Rodeo provides, Announcer only.</td>
</tr>
<tr>
<td>Audio</td>
<td>□ Yes □ No</td>
<td>Rodeo provides, Announcer only.</td>
</tr>
<tr>
<td>Lighting (in addition to on-site lighting)</td>
<td>□ Yes □ No</td>
<td>On site lighting only</td>
</tr>
<tr>
<td>Canopies, Tents, Temporary Structures (show size and location on site plan)</td>
<td>□ Yes □ No</td>
<td></td>
</tr>
<tr>
<td>Ticket Sales/Ticket Takers</td>
<td>□ Yes □ No</td>
<td>At the gate and through schools.</td>
</tr>
<tr>
<td>Merchandise Sales</td>
<td>□ Yes □ No</td>
<td>WR High School Rodeo T-Shirts</td>
</tr>
<tr>
<td>Alcohol Sales</td>
<td>□ Yes □ No</td>
<td></td>
</tr>
<tr>
<td>Food / Non-alcohol Beverage Sales</td>
<td>□ Yes □ No</td>
<td>Grumpys Catering Truck</td>
</tr>
<tr>
<td>Other (anything not included above)</td>
<td>□ Yes □ No</td>
<td></td>
</tr>
</tbody>
</table>

APPLICANT SIGNATURE: [Signature]

Dated this [Date] day of [Month], 2018
This Section Official Use Only (the City of Hailey will send you a completed version of the Decision, for your signature, following submission of the above application information.)

DECISION

Based on the Application for a Special Event Permit for 5th District High School Rodeo, the City of Hailey a) finds that the event is a special event, that the event meets all of the applicable requirements set forth in Hailey Municipal Code §12.14.040, that all required fees and deposits have been paid and that the Applicant has executed a Hailey Arena Rental Agreement; and, b) approves the Application; and, c) grants the Special Event Permit, subject to the following conditions:

The following requirements and conditions are hereby made a part of this rental agreement. The Applicant and event producer agree to abide by these requirements and conditions, in addition to all other event parameters described in this rental agreement. Some of these requirements and conditions may result in additional costs to the event producer. These additional costs, if related to services provided by the City, will be billed to the event producer post-event and/or may be deducted from the security deposit. Other costs may be payable to third parties, and are also the responsibility of the event producer.

Standard Conditions

a. The Applicant shall comply with the terms, plans, covenants and provisions of the Application, as approved or as modified by the City of Hailey.
b. The Applicant shall comply with all applicable local, state and federal laws, regulations and ordinances before, during and after the Special Event(s).
c. The Applicant shall execute an agreement, relating to the reimbursement of expenses, indemnification and other provisions immediately upon the approval of the application for the Special Events Permit.
d. In the event the Applicant fails to comply with all the conditions set forth herein, the City may revoke the Special Events Permit, in whole or in part.
e. A supporting application is on file and shall be complied with.
f. Events expected to attract more than 1,500 people may have amplified sound, but it cannot exceed ninety (90) dB measured at the property line at any time during the event and that any amplified sound shall be limited between ten o’clock (10:00) A.M. and eleven o’clock (11:00) P.M.

<table>
<thead>
<tr>
<th>Event Component</th>
<th>Additional Conditions</th>
<th>City Rate/Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Parking</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Emergency Medical Services</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Security</td>
<td></td>
<td>$45/hour</td>
</tr>
<tr>
<td>Permits</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Miscellaneous</td>
<td>Security deposit waived; event producer will restore arena to its original condition.</td>
<td></td>
</tr>
</tbody>
</table>
DATED this ___ day of _____________ 2016.

CITY OF HAILEY

By: ____________________________
    Fritz Haemmerle, Its Mayor

ATTEST:

______________________________
Mary Cone, City Clerk

The undersigned have read, understand and agree to the rental application and agreement, proposed plan submitted by the Applicant, and the rental terms and conditions.

Dated this ___ day of _____________, 2016.

APPLICANT:

<ORGANIZATION NAME>

______________________________
<NAME AND TITLE>
RENTAL TERMS AND CONDITIONS

Reservation and Cancellation Policy. Applicant may request a hold on Arena event dates; dates will be held until 60 days prior to the event date, but are not confirmed. To confirm dates, a Hailey Arena Rental Application and Agreement must be filed along with the security deposit, the application fee, and 50% of the rental fees 60 days prior to the event. All remaining fees due (except those fees which may be billed during the event) must be paid no later than 21 days prior to the event.

If Applicant cancels the event between 50 days and 21 days prior to the event, the application fee and 50% of the deposit or the application fee and rental fees paid to date, whichever is less – shall be forfeited by the Applicant. If Applicant cancels within 21 days of the event, the application fee and 100% of the deposit or the application fee and rental fees paid to date, whichever is less – shall be forfeited by the Applicant.

Security Deposit. Applicant shall pay as a security deposit the sum of One Thousand and No Dollars ($1,000.00), to be held by City for the faithful performance by Applicant of all the terms, covenants and conditions of this Agreement. This deposit does not limit City's rights or Applicant's obligations. Applicant understands that all or any portion of the deposit may be retained by City upon termination of the tenancy and that a refund of any portion of the deposit to the Applicant is conditioned on the following:

a. Applicant shall clean and restore the Arena to its condition at the commencement of the event. Manure on the Arena floor, trash, and recyclable material shall be picked up and contained within receptacles or dumpsters on site. City shall empty trash receptacles as required and shall do a final trash haul post-event. If Applicant has rented stock pens, the City will remove and haul manure from the pens post-event.

b. Applicant shall have remedied or repaired any damage to the Arena to City's satisfaction.

c. Applicant shall have complied with all of the provisions of this Agreement and with such other rules and regulations as the City may deem necessary. If Applicant defaults with respect to any provision of this Agreement, including but not limited to the provisions relating to the payment of the monetary sums due, City may use, apply or retain all or any part of the Security Deposit for the payment of any other amount which City may spend by reason of Applicant's default or to compensate City for any other loss or damage which City may suffer by reason of Applicant's default. If Applicant fully and faithfully performs every provision of this Agreement, the security deposit or any balance thereof without interest shall be returned to Applicant after the expiration of the event, after the Applicant has vacated the Hailey Arena and after all fees have been paid.

Additional Fees.

a. At the discretion of the Hailey Chief of Police, the City shall provide police officers during the event. The Applicant shall pay the City the charges incurred, at the rate of $45.00 per hour.

b. Applicant shall directly pay the provider of EMS standby services required for the event.

c. Applicant shall pay for any additional services requested from the City, including services related to arena preparation, event set-up support, etc. The Applicant shall pay the City the charges incurred, at the rate of $35.00 per hour.

d. The charges incurred by the City shall be paid within thirty (30) days of the date of billing for such charges, and/or deducted from the Applicant's security deposit.

Use of Arena. The Arena may be used and occupied by Applicant only as a public facility for the approved event and associated activities such as concession sales and parking. During periods of non-use of the Arena during the event, Applicant shall lock and secure all bathrooms, concession areas and security gates, to keep members of the general public out of all secured areas. Applicant shall not do or permit anything to be done in or about the

Arena or bring or keep anything in the Arena that will in any way increase the rate of fire insurance upon the building in which the Arena is situated.

Applicant shall not perform any acts or carry on any practices that may injure the Arena or the building of which the Arena form a part, which are not normally associated with the approved event. Applicant agrees to comply with any local, state or federal ordinances in effect at the time of the event.

Alcohol Sales. If Applicant intends to sell alcohol during the event, Applicant shall obtain an Alcohol Beverage Catering Permit in advance of the event. Applicant shall pay two percent (2%) Local Option Tax on the gross sale of alcohol beverages during the event, which shall be paid to the Hailey City Clerk within 30 days of the event.

Utilities. City shall pay for all charges for electricity, water, sewer, and post-event trash removal. Arena rental includes bleach cleaner, paved surface cleaning, and concession cleaning post-event only. City shall clean the restrooms daily and post-event.

Insurance. During the event, Applicant shall, at its own expense, maintain in full force, comprehensive liability insurance, including public liability, property damage and contractual liabilities of Applicant, written by a responsible insurance company licensed in the State of Idaho, and insuring Applicant and City (and such other parties, firms, or corporations designated by City) as additional named insureds against liability for claims of damage because of injury to persons and property and for death of any person or persons occurring in or about the Arena. The liability covered by such insurance shall be not less than a combined single limit of One Million Dollars ($1,000,000.00). At City's reasonable discretion, Applicant shall increase the coverage to such amount as City and Applicant agree is commercially reasonable. The insurance shall be primary insurance such that the insurer shall be liable for the full amount of the loss without the right of contribution from any other insurance coverage held by City.

No party shall have the right or claim against the City for any losses, damages or injury, including losses, damages or injury to property or persons, including death, and for any business interruption, occurring on the Arena or the adjoining property, (whether caused by the negligence or other fault of the City or the Applicant or their respective agents, employees, subtenants, licensees or assignees or whether caused by negligence or the conditions of the Arena or any part thereof) by way of subrogation or assignment. The Applicant hereby waives and relinquishes any such right. The Applicant shall request Applicant's insurance carrier to endorse all applicable policies waiving the carrier's right of recovery under subrogation or otherwise in favor of the City and provide a certificate of insurance verifying this waiver.

All insurance shall be in a form and with companies satisfactory to City and shall provide that it shall not be subject to cancellation or change except after at least thirty (30) days' prior written notice to City. The policy or policies, or duly executed certificates for them, shall be deposited with City no later than fifteen (15) days before the event.

Exemption from Liability. City shall not be liable to Applicant or to any other person whatsoever for any injury or damage to person or property occurring within or about the Arena, unless caused by or resulting from the willful and intentional acts of the City or any of the City's agents, servants or employees in the operation or maintenance of the Arena. City shall not be liable in damages or otherwise for failure to furnish, or any interruption of service of any water, gas, electricity, telephone, or other utility caused by fire, accident, riot, strike, labor disputes, acts of God, the making of any repairs or improvements, or causes beyond the control of City, or for any loss, damage or theft of property of Applicant, its agents, servants or employees.

Any prevention, delay, or stoppage, due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes.
therefore, governmental restrictions, governmental regulations, governmental controls, or any other governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform shall excuse performance by such party for an equal amount of time to any such prevention, delay or stoppage, except as otherwise provided in this Agreement.

If equine activities are intended during an event, the Applicant and the City are entitled to certain immunity under the Equine Activities Immunity Act (Idaho Code §§ 6-1821 et seq.) for activities within the Arena. The Applicant acknowledges that the City will not provide equipment or tack during an event and is not responsible to determine whether a rodeo participant is able to safely engage in activities or safely manage animals during the event or whether animals are able to behave safely with the participants during the event.

Indemnification and Hold Harmless. Applicant agrees to indemnify and hold City harmless from and against any and all claims, including mechanical and materialman's liens, by or on behalf of any person or person, firm(s) or corporation(s), arising from the conduct or management of the activities conducted by the Applicant during the event, or arising out of any act or omission or negligence of Applicant, its contractors, licensees, agents, servants or employees during the event, or arising from any accident, injury, or damage whatsoever caused by any person or property occurring in or about the Arena or any part thereof, and the walkways adjoining the Arena during the event, and from and against all costs, expenses, liabilities and attorney's fees incurred in connection with any such claim or proceeding brought thereon.

Maintenance and Repairs. Except as otherwise provided herein, Applicant shall, at its sole cost and expense, keep and maintain the interior and exterior of the Arena (including, without limitation, all fixtures, plumbing and sewage facilities, heating, ventilation and air conditioning equipment, ice making equipment, interior and exterior walls, doors and windows) in good order, condition and repair during the event, place all rubbish and refuse in receptacles or dumpsters, keep all landscaping in good condition, and replace or repair all electrical fixtures and mechanical, heating and plumbing fixtures and equipment that may be damaged or broken during the event. City shall be responsible for daily cleaning of the bathrooms. If City deems it necessary for Applicant to make any repairs, City may demand that Applicant make them immediately, and if Applicant refuses or neglects to commence such repairs and to complete them with reasonable dispatch, City may make or cause such repairs to be made and Applicant shall immediately pay City for the costs of such repairs upon receipt of the costs. Alternatively, the costs for repairs made by the City may be deducted from the Applicant's security deposit. Applicant shall, at its cost and expense, promptly and properly observe, comply with, and execute, but not to the extent of making structural improvements, all present and future orders, regulations, directions, rules, laws, ordinances and requirements of all governmental authorities (including, but not limited to, state, municipal, county and federal governments and their departments, bureaus, boards and officials), and any other board or organization exercising similar functions, arising from the use or occupancy of, or applicable to the Arena.

Alterations and Improvements. Applicant shall not have the right to make changes, alterations or additions to the Arena without the prior written consent of the City, which may be withheld in the City's sole and absolute discretion.

Damage or Destruction. If the Arena is partially or totally destroyed or damaged by fire or other casualty so as to become partially or totally unusable, the City is not required to rebuild the Arena, in which event either the City or Applicant may terminate this Agreement by providing written notice of intent to terminate. Upon termination, Applicant waives any and all claims for damages based on termination of this Agreement and any loss of use.

Defaults. In the event Applicant fails to pay any sums due pursuant to this Agreement, or cure any other breach, then City shall have the option of electing to either (i) cancel and terminate this Agreement, or (ii) terminate Applicant's right to possession only without terminating the Agreement or (iii) pursue any other remedy available at law or in equity.

Entry by City. In the event of any entry in, or taking possession of, the Arena, City shall have the right, but not the obligation, to remove from the Arena all personal property of Applicant located therein and may store the same in any place selected by City, including but not limited to a public warehouse, at the expense and risk of the owners thereof, with the right to sell such stored property, after it has been stored for a period of thirty (30) days or more, the proceeds of such sale to be applied first to the cost of such sale, second to the payment of the charges for storage, if any, and third to the payment of any other sums of money which may then be due from Applicant to City under any of the terms hereof, and the balance, if any, shall be paid to Applicant.

Liens. Applicant shall keep the Arena and the property on which the Arena is situated free from any liens arising out of any work performed, materials furnished or obligations incurred by Applicant.

Assignment and Subletting. Except as provided herein, Applicant shall not assign or sublet this Agreement or any or all of Applicant's interest in the Arena without first procuring the written consent of City, which may be made in the City's sole and absolute discretion. Applicant is allowed to sublet or allow the use of concession areas within the Arena during the event without the consent of City; however, Applicant shall remain primarily liable for the obligations arising from this Agreement.

Waiver. The failure of either party hereto to insist upon strict performance of any of the covenants and agreements of this Agreement, or to exercise any election herein conferred in any one or more instances, shall not be construed to be a waiver or relinquishment of any such, or any other covenants or agreements, and the same shall be and remain in full force and effect. A particular waiver by either party of any said covenants or agreements to be performed by the other party shall not be construed as a waiver of any succeeding breach of the same or other covenants or agreements of this Agreement.
Return to Agenda
AGENDA ITEM SUMMARY

DATE: 4/4/16  DEPARTMENT: Public Works  DEPT. HEAD SIGNATURE: MM

SUBJECT: Resolution 2016-41, authorizing execution of an arena rental agreement with Live a Little Productions for the Monster Truck Insanity Tour on September 9 and 10, 2016.

AUTHORITY: □ ID Code □ IAR □ City Ordinance/Code

(IF APPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:
Live a Little Productions has applied to rent the Hailey Arena for the Monster Truck Insanity Tour on September 9 and 10, 2016. Staff has reviewed the application and now forwards the application to city council for review and approval.

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)

☒ City Administrator ☑ Library ☐ Benefits Committee
☒ City Attorney ☐ Mayor ☐ Streets
☑ City Clerk ☐ Planning ☐ Treasurer
☐ Building ☐ Police ☐
☐ Engineer ☑ Public Works ☐ ☐
☐ Fire Dept. ☐ P & Z Commission ☐

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:
Motion to approve the Live a Little Productions rental application and Resolution 2016-41 authorizing execution of the arena rental agreement for the Monster Truck Insanity Tour on September 9 and 10, 2016.

ADMINISTRATIVE COMMENTS/APPROVAL:

City Administrator Department 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)
CITY OF HAILEY
RESOLUTION NO. 2016-41

RESOLUTION OF THE MAYOR AND CITY COUNCIL FOR THE CITY OF HAILEY
AUTHORIZING AN ARENA RENTAL AGREEMENT WITH LIVE A LITTLE
PRODUCTIONS FOR THE MONSTER TRUCK INSANITY TOUR

WHEREAS, the City of Hailey desires to enter into an Agreement with Live a Little Productions allowing use of the Hailey Arena for the Monster Truck Insanity Tour on September 9 and 10, 2016.

WHEREAS, the City of Hailey and Live a Little Productions have agreed to the terms and conditions of the Agreement, a copy of which is attached hereto.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE
CITY OF HAILEY, IDAHO, that the City of Hailey approves the Agreement between the City of Hailey and Live a Little Productions and that the Mayor is authorized to execute the attached Agreement,

Passed this 4th day of April, 2016.

City of Hailey

Fritz X. Haemmerle, Mayor

ATTEST:

Mary Cone, City Clerk
HAILEY ARENA RENTAL APPLICATION AND AGREEMENT

Applicant Information

Applicant/Contact: Skyler Neibaur
Home #: Cell #: 208-670-0996
Address: 111 N 3962 E
Work #: 888-490-1990 Fax #:
City: Rigby State: ID Zip Code: 83442
Email: skyler@livealittleproductions.com
Organization: Live A Little Productions Non-Profit: Yes No IRS Number: 46-4314966

Event Information

Event Title: Monster Truck Insanity Tour
Brief Event Description: Monster truck competition w/ UTV races and monster ride truck
Set-Up Date: 9/18 Start Time: 9 AM End Time: 7 PM First-Time Event: Yes No
Event Date 1: 9/19 Start Time: 2:30 PM End Time: 9:30 PM Annual Event: Yes No
Event Date 2: 9/10 Start Time: 6:00 PM End Time: 9:30 PM # Years Held:
Tear-Down Date: 9/11 Start Time: 4:00 PM End Time: 11:00 PM Estimated Daily Attendance: 1,500-2,000

Fees and Deposit

<table>
<thead>
<tr>
<th>Rental Options</th>
<th>One-Time Fees</th>
<th>Standard Daily Rates</th>
<th>First-Time Event, &lt; 500 Attendees Daily Rates</th>
<th>Non-Profit Fees Daily Rates</th>
<th>Totals</th>
</tr>
</thead>
<tbody>
<tr>
<td>Arena Event Application</td>
<td>150.00</td>
<td></td>
<td></td>
<td></td>
<td>150</td>
</tr>
<tr>
<td>Security and Cleaning Deposit</td>
<td>1,000.00</td>
<td></td>
<td></td>
<td></td>
<td>1,000</td>
</tr>
<tr>
<td>Arena Rental – Setup Day</td>
<td>500.00</td>
<td>500.00</td>
<td>250.00</td>
<td></td>
<td>1,250</td>
</tr>
<tr>
<td>Arena Rental – 1 Day Event</td>
<td>1,500.00</td>
<td>750.00</td>
<td>750.00</td>
<td></td>
<td>2,500</td>
</tr>
<tr>
<td>Arena Rental – 2+ Day Event</td>
<td>1,250.00</td>
<td>625.00</td>
<td>625.00</td>
<td></td>
<td>2,500</td>
</tr>
<tr>
<td>Arena Rental – Tear Down Day</td>
<td>500.00</td>
<td>500.00</td>
<td>250.00</td>
<td></td>
<td>2,500</td>
</tr>
<tr>
<td>Concession A</td>
<td>125.00</td>
<td>125.00</td>
<td>62.50</td>
<td></td>
<td>125</td>
</tr>
<tr>
<td>Concession B</td>
<td>125.00</td>
<td>125.00</td>
<td>62.50</td>
<td></td>
<td>125</td>
</tr>
<tr>
<td>Livestock / Animals</td>
<td>300.00</td>
<td>300.00</td>
<td>150.00</td>
<td></td>
<td>300</td>
</tr>
<tr>
<td>Exclusive Advertising Rights</td>
<td>250.00</td>
<td>250.00</td>
<td>125.00</td>
<td></td>
<td>400</td>
</tr>
<tr>
<td>Alcohol Beverage Catering Permit</td>
<td>20.00</td>
<td>20.00</td>
<td>10.00</td>
<td></td>
<td>40</td>
</tr>
<tr>
<td>Alcohol Option Tax Permit</td>
<td>N/C</td>
<td>N/C</td>
<td>N/C</td>
<td></td>
<td>N/C</td>
</tr>
<tr>
<td>Amplified Sound Permit</td>
<td>N/C</td>
<td>N/C</td>
<td>N/C</td>
<td></td>
<td>N/C</td>
</tr>
<tr>
<td>Youth Event Rental</td>
<td>N/C</td>
<td>N/C</td>
<td>N/C</td>
<td></td>
<td>N/C</td>
</tr>
</tbody>
</table>

NOTE: Any services required/provided by the City beyond those listed above will be charged at the following rates and billed post-event: Event Security Officers - $45/hour; Arena Prep, Setup and Teardown Support - $35/hour; Misc. Services - $35/hour.

TOTAL DUE: $4,440.00
Event Components and Activities

Please indicate below the components and activities you would like to request permission to include with your production. You as the event organizer are responsible for providing your own equipment (beyond what is already available at the Hailey Arena). If you check "yes" next to an item, please provide a brief description, including pertinent details such as quantities, sizes and locations. Please attach the following documents:

- Site Plan=show proposed on-site closures, location of event components, etc.
- Parking Plan= parking on-site is limited; while there is additional parking nearby, large events should carefully consider alternative parking plans.
- Security Plan= Event security may be provided by the Hailey Police Department. The Chief of Police will designate the number of officers to provide security to be provided at the applicant's cost.
- Emergency Medical Services Plan = describe quantity of dedicated (assigned to no other duties at the event) state-licensed EMTs with basic medical supplies, and describe ability to communicate with an EMS agency.

The below checklist, site plan, parking plan, security plan, and emergency medical services plan will be used to evaluate your event and document any associated City requirements/conditions, including, but not limited to, parking, security and emergency medical services requirements.

<table>
<thead>
<tr>
<th>Event Components and Activities</th>
<th>Yes / No</th>
<th>Brief Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Closure of On-Site Parking and Access Ways (show on site plan)</td>
<td></td>
<td>We will have to rope off a pit area for the haulers &amp; UTV racers</td>
</tr>
<tr>
<td>Open Flame/Flame Producing Devices/Pyrotechnics</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Stage (show size and location on site plan)</td>
<td></td>
<td>Dirt will be trucked in to build obstacles, and hauled out after shows</td>
</tr>
<tr>
<td>Arena Flooring</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Electrical (in addition to on-site electrical)</td>
<td></td>
<td>Sound system for announcer and show music</td>
</tr>
<tr>
<td>Audio</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lighting (in addition to on-site lighting)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Canopies, Tents, Temporary Structures (show size and location on site plan)</td>
<td></td>
<td>Vendor tents - typically 10'x10'</td>
</tr>
<tr>
<td>Ticket Sales/Ticket Takers</td>
<td></td>
<td>4 people for presold &amp; gate sale</td>
</tr>
<tr>
<td>Merchandise Sales</td>
<td></td>
<td>Official MTIT for Live A Little apparel, flags, &amp; misc.</td>
</tr>
<tr>
<td>Alcohol Sales</td>
<td></td>
<td>Beer only - LALP is licensed w/ state of Idaho. Permits as necessary</td>
</tr>
<tr>
<td>Food / Non-alcohol Beverage Sales</td>
<td></td>
<td>LALP concessions team - standard &quot;event&quot; food options</td>
</tr>
<tr>
<td>Other (anything not included above)</td>
<td></td>
<td>LALP to provide $5 Mil Aggregate &amp; $1 Mil liability insurance</td>
</tr>
</tbody>
</table>

APPLICANT SIGNATURE: [Signature]

Dated this 15th day of March 2016
DECISION

Based on the Application for a Special Event Permit for ___________ Live a Little Productions, Monster Truck Insanity Tour_______, the City of Hailey a) finds that the event is a special event; that the event meets all of the applicable requirements set forth in Hailey Municipal Code §12.14.040, that all required fees and deposits have been paid and that the Applicant has executed a Hailey Arena Rental Agreement; and, b) approves the Application; and, c) grants the Special Event Permit, subject to the following conditions:

The following requirements and conditions are hereby made a part of this rental agreement. The Applicant and event producer agree to abide by these requirements and conditions, in addition to all other event parameters described in this rental agreement. Some of these requirements and conditions may result in additional costs to the event producer. These additional costs, if related to services provided by the City, will be billed to the event producer post-event and/or may be deducted from the security deposit. Other costs may be payable to third parties, and are also the responsibility of the event producer.

Standard Conditions

a. The Applicant shall comply with the terms, plans, covenants and provisions of the Application, as approved or as modified by the City of Hailey.

b. The Applicant shall comply with all applicable local, state and federal laws, regulations and ordinances before, during and after the Special Event(s).

c. The Applicant shall execute an agreement, relating to the reimbursement of expenses, indemnification and other provisions immediately upon the approval of the application for the Special Events Permit.

d. In the event the Applicant fails to comply with all the conditions set forth herein, the City may revoke the Special Events Permit, in whole or in part.

e. A supporting application is on file and shall be compiled with.

f. Events expected to attract more than 1,500 people may have amplified sound, but it cannot exceed ninety (90) dB measured at the property line at any time during the event and that any amplified sound shall be limited between ten o'clock (10:00) A.M. and eleven o'clock (11:00) P.M.

<table>
<thead>
<tr>
<th>Event Component</th>
<th>Additional Conditions</th>
<th>City Rate/Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Parking</td>
<td>Event producer to secure off-site parking, City to identify possible locations; event producer to acquire approvals from parking venues and submit final venue/approvals to City two weeks prior to the event.</td>
<td></td>
</tr>
<tr>
<td>Emergency Medical Services</td>
<td>Two EMT's must be present both nights of the event. Hailey Fire Department will provide this service; fee shown at right applies.</td>
<td>$35/hour</td>
</tr>
<tr>
<td>Security</td>
<td>Two Hailey Police Officers will be present both event nights (included in rental fee). If additional officers are needed, they will be billed at the rate shown at right. Event producers' security may not be armed.</td>
<td>$45/hour</td>
</tr>
<tr>
<td>Permits</td>
<td>Alcohol Beverage Catering Permit, Local Option Tax Permit and Amplified Sound Permit (as noted on page 1)</td>
<td>inc. on pg 1</td>
</tr>
<tr>
<td>Miscellaneous</td>
<td>Live a Little Productions agrees to pay the City 25% of concessions sales, up to a maximum of $500.</td>
<td></td>
</tr>
</tbody>
</table>
DATED this 4th day of April 2016.

CITY OF HAILEY

By: ____________________________
     Fritz Haemmerle, its Mayor

ATTEST:

_______________________________
Mary Cone, City Clerk

The undersigned have read, understand and agree to the rental application and agreement, proposed plan submitted by the Applicant, and the rental terms and conditions.

Dated this 25th day of March 2016.

APPLICANT: __________________________
Live a Little Productions

<ORGANIZATION NAME>

<NAME AND TITLE>
RENTAL TERMS AND CONDITIONS

Reservation and Cancellation Policy. Applicant may request a hold on Arena event dates; dates will be held until 60 days prior to the event date, but are not confirmed. To confirm dates, a Hailey Arena Rental Application and Agreement must be filed along with the security deposit, the application fee, and 50% of the rental fees 60 days prior to the event. All remaining fees due (except those fees which may be billed during the event) must be paid no later than 21 days prior to the event.

If Applicant cancels the event between 50 days and 21 days prior to the event, the application fee and 50% of the deposit – or the application fee and rental fees paid to date, whichever is less – shall be forfeited by the Applicant. If Applicant cancels within 21 days of the event, the application fee and 100% of the deposit – or the application fee and rental fees paid to date, whichever is less – shall be forfeited by the Applicant.

Security Deposit. Applicant shall pay as a security deposit the sum of One Thousand and No ($1,000.00), to be held by City for the faithful performance by Applicant of all the terms, covenants and conditions of this Agreement. This deposit does not limit City's rights or Applicant's obligations. Applicant understands that all or a portion of the deposit may be retained by City upon termination of the tenancy and that a refund of any portion of the deposit to the Applicant is conditioned on the following:

a. Applicant shall clean and restore the Arena to its condition at the commencement of the event. Manure on the Arena floor, trash, and recyclable material shall be picked up and contained within receptacles or dumpsters on site. City shall empty trash receptacles as required and shall do a final trash haul post-event. If Applicant has rented stock pens, the City will remove and haul manure from the pens post-event.
b. Applicant shall have remedied or repaired any damage to the Arena to City's satisfaction.
c. Applicant shall have complied with all of the provisions of this Agreement and with such other rules and regulations as the City may deem necessary.

If Applicant defaults with respect to any provision of this Agreement, including but not limited to the provisions relating to the payment of the monetary sums due, City may use, apply or retain all or any part of the Security Deposit for the payment of any other amount which City may expend by reason of Applicant's default or to compensate City for any other loss or damage which City may suffer by reason of Applicant's default. If Applicant fully and faithfully performs every provision of this Agreement, the security deposit or any balance thereof without interest shall be returned to Applicant after the expiration of the event, after the Applicant has vacated the Hailey Arena and after all fees have been paid.

Additional Fees.

a. At the discretion of the Hailey Chief of Police, the City shall provide police officers during the event. The Applicant shall pay the City the charges incurred, at the rate of $45.00 per hour.
b. Applicant shall directly pay the provider of EMS standby services required for the event.
c. Applicant shall pay for any additional services requested from the City, including services related to arena preparation, event set-up support, etc. The Applicant shall pay the City the charges incurred, at the rate of $35.00 per hour.
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Utilities. City shall pay for all charges for electricity, water, sewer, and post-event trash removal. Arena rental includes bleacher cleaning, paved surface cleaning, and concession cleaning post-event only. City shall clean the restrooms daily and post-event.

Insurance. During the event, Applicant shall, at its own expense, maintain in full force, comprehensive liability insurance, including public liability, property damage and contractual liabilities of Applicant, written by a responsible insurance company licensed to do business in Idaho, and insuring Applicant and City (and such other persons, firms, or corporations designated by City) as additional named insureds against liability for claims of damage because of injury to persons and property and for death of any person or persons occurring in or about the Arena. The liability covered by such insurance shall be not less than a combined single limit of One Million Dollars ($1,000,000). At City's reasonable discretion, Applicant shall increase the coverage to such amount as City and Applicant agree is commercially reasonable. The insurance shall be primary insurance such that the insurer shall be liable for the full amount of the loss without the right of contribution from any other insurance coverage held by City.

No party shall have the right or claim against the City for any losses, damages or injury, including losses, damages or injury to property or persons, including death, and for any business interruption, occurring on the Arena or the adjoining property, (whether caused by the negligence or other fault of the City or the Applicant or their respective agents, employees, subtenants, licensees or assignees or whether caused by negligence or the condition of the Arena or any part thereof) by way of subrogation or assignment. The Applicant hereby waives and relinquishes any such right.

The Applicant shall request Applicant's insurance carrier to endorse all applicable policies waiving the carrier's right of recovery under subrogation or otherwise in favor of the City and provide a certificate of insurance verifying this waiver.

All insurance shall be in a form and with companies satisfactory to City and shall provide that it shall not be subject to cancellation or change except after at least thirty (30) days' prior written notice to City. The policy or policies, or duly executed certificates for them, shall be deposited with City no later than fifteen (15) days before the event.

Exemption from Liability. City shall not be liable to Applicant or to any other person whomever for any injury or damage to person or property occurring within or about the Arena, unless caused by or resulting from the willful and intentional acts of the City or any of the City's agents, servants or employees in the operation or maintenance of the Arena. City shall not be liable in damages or otherwise for failure to furnish, or any interruption of service of any water, gas, electricity, telephone, or other utility caused by fire, accident, riot, strike, labor disputes, acts of God, the making of any repairs or improvements, or causes beyond the control of City, or for any loss, damage or theft of property of Applicant, its agents, servants or employees.

Any prevention, delay, or stoppage, due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes
therefore, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, war or other casualty, and other causes beyond the reasonable control of the party obligated to perform shall excuse performance by such party for an equal amount of time to any such prevention, delay or stoppage, except as otherwise provided in this Agreement.

If equine activities are intended during an event, the Applicant and the City are entitled to certain immunity under the Equine Activities Immunity Act ( Penal Code §§ 6080-12091 et seq.) for activities within the Arena. The Applicant acknowledges that the City will not provide equipment or tack during an event and is not responsible to determine whether a rodeo participant is able to safely engage in activities or safety manage animals during the event or whether animals are able to behave safely with the participants during the event.

Indemnification and Hold Harmless. Applicant agrees to indemnify and hold City harmless from and against any and all claims, including mechanic’s and materialman’s liens, by or on behalf of any person or persons, firm(s) or corporation(s), arising from the conduct or management of the activities conducted by the Applicant during the event, or arising out of any act or omission or negligence of Applicant, its contractors, licensees, agents, servants or employees during the event, or arising from any accident, injury, or damage whatsoever caused by any person or property occurring in or about the Arena or any part thereof, and the walkways adjoining the Arena during the event, and from and against all costs, expenses, liabilities and attorney’s fees incurred in connection with any such claim or proceeding brought thereon.

Maintenance and Repairs. Except as otherwise provided herein, Applicant shall, at its sole cost and expense, keep and maintain the interior and exterior of the Arena (including, without limitation, all fixtures, plumbing and sewage facilities, heating, ventilation and air conditioning equipment, ice making equipment, interior and exterior walls, doors and windows) in good order, condition and repair during the event, place all rubbish and refuse in receptacles or dumpsters, keep all landscaping in good condition, and replace or repair all electrical fixtures and mechanical, heating and plumbing fixtures and equipment that may be damaged or broken during the event. City shall be responsible for daily cleaning of the bathrooms. If City deems it necessary for Applicant to make any repairs, City may demand that Applicant make them immediately, and if Applicant refuses or neglects to commence such repairs and to complete them with reasonable dispatch, City may make or cause such repairs to be made and Applicant shall immediately pay City for the costs of such repairs upon receipt of the costs. Alternatively, the costs for repairs made by the City may be deducted from the Applicant’s security deposit. Applicant shall, at its cost and expense, promptly and properly observe, comply with, and execute, but not to the extent of making structural improvements, all present and future orders, regulations, directions, rules, laws, ordinances and requirements of all governmental authorities (including, but not limited to, state, municipal, county and federal governments and their departments, bureaus, boards and officials), and any other board or organization exercising similar functions, arising from the use or occupancy of, or applicable to the Arena.

Alternations and Improvements. Applicant shall not have the right to make changes, alterations or additions to the Arena without the prior written consent of the City, which may be withheld in the City’s sole and absolute discretion.

Damage or Destruction. If the Arena is partially or totally destroyed or damaged by fire or other casualty so as to become partially or totally unsuitable, the City is not required to rebuild the Arena, in which event either the City or Applicant may terminate this Agreement by providing written notice of intent to terminate. Upon termination, Applicant waives any and all claims for damages based on termination of this Agreement and any loss of use.

Defaults. In the event Applicant fails to pay any sums due pursuant to this Agreement, or cure any other breach, then City shall have the option of electing to either (i) cancel and terminate this Agreement, or (ii) terminate Applicant’s right to possession only without terminating the Agreement or (iii) pursue any other remedy available at law or in equity.

Entry by City. In the event of any entry in, or taking possession of, the Arena, City shall have the right, but not the obligation, to remove from the Arena all personal property of Applicant located therein and may store the same in any place selected by City, including but not limited to a public warehouse, at the expense and risk of the owners thereof, with the right to sell such stored property, after it has been stored for a period of thirty (30) days or more, the proceeds of such sale to be applied first to the cost of such sale, second to the payment of the charges for storage, if any, and third to the payment of any other sums of money which may then be due from Applicant to City under any of the terms hereof, and the balance, if any, shall be paid to Applicant.

Liens. Applicant shall keep the Arena and the property on which the Arena is situated free from any liens arising out of any work performed, materials furnished or obligations incurred by Applicant.

Assignment and Subletting. Except as provided herein, Applicant shall not assign or sublet this Agreement or any or all of Applicant’s interest in the Arena without first procuring the written consent of City, which may be made in the City’s sole and absolute discretion. Applicant is allowed to sublet or allow the use of concession areas within the Arena during the event without the consent of City; however, Applicant shall remain primarily liable for the obligations arising from this Agreement.

Waiver. The failure of either party hereto to insist upon strict performance of any of the covenants and agreements of this Agreement, or to exercise any election herein conferred in any one or more instances, shall not be construed to be a waiver or relinquishment of any such, or any other covenants or agreements, and the same shall be and remain in full force and effect. A particular waiver by either party of any said covenants or agreements to be performed by the other party shall not be construed as a waiver of any succeeding breach of the same or other covenants or agreements of this Agreement.
Off-site parking TBD w/ city personnel

* 2 EMS Personnel required between 7:30 PM - 9:30 PM each night
* HPD Security required on site for alcohol sales - # of officers TBD
* LALP in house security on site to control entrances, ticket booth, and arena
  - Estimated 4 personnel
Return to Agenda
AGENDA ITEM SUMMARY

DATE: 04-04-16  DEPARTMENT: Com. Development  DEPT. HEAD SIGNATURE:

SUBJECT:
Request for approval to hold a special event, the event being the Hailey Skate Competition to be held at the Hailey Skate Park at Wertheimer Park (Saturday, June 25, 2016 from 9:00 a.m. to 4:00 p.m.).

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

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)
☐ City Administrator ☐ Library ☐ Benefits Committee
☐ City Attorney ☐ Mayor ☐ Streets
☐ City Clerk ☐ Planning ☐ Treasurer
☐ Building ☐ Police ☐ ☐
☐ Engineer ☐ Public Works, Parks ☐ ☐
☐ Fire Dept. ☐ P & Z Commission ☐

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:
Recommendation to approve a special event, the event being Hailey Skate Competition to be held at the Hailey Skate Park at Wertheimer Park (Saturday, June 25, 2016 from 9:00 a.m. to 4:00 p.m.), and authorization for the Mayor to sign the special event decision and special event agreement.

ADMINISTRATIVE COMMENTS/APPROVAL:
City Administrator ___________________________ Dept. Head in Attendance at 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.): ___________________________
Instrument # ___________________________
SPECIAL EVENT PERMIT APPLICATION

CITY OF HAILEY

EVENT NAME: Hailey Skate Board Competition

LOCATION FOR EVENT (be specific i.e., Hop Fory Park, all of 1st Avenue between Walnut and Pine, 115 Main St. S.):
- Public Property
- Private Property

Hailey Skate Park

I. EVENT SCHEDULE

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

<table>
<thead>
<tr>
<th>Date(s) of Event</th>
<th>Event(s) of Set-up/ Tear-down</th>
<th>Start Time / End Time</th>
<th>Hours</th>
<th>Estimated # of Attendees</th>
<th>Estimated # of Staff</th>
</tr>
</thead>
<tbody>
<tr>
<td>6-25-16</td>
<td></td>
<td>9:00 am / 4:00 pm</td>
<td></td>
<td>All Day: 300</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6-25-16</td>
<td></td>
<td>7:00 am / 5:00 pm</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

II. FEES

Special Event Permit Application Fee: $75
Per Day Park Rental Fee: $300

Events that meet both of the following criteria may be exempt from Park Rental Fee by resolution of the City Council:
- Non-profit event that is held annually within the City of Hailey for at least ten consecutive years and consistently draws large numbers of participants and spectators.
- Promoted locally and regionally within the state and the northwest.

Tax (on park rental fees only): 6%

TOTAL DUE: $75

III. ORGANIZATION INFORMATION

Sponsoring Organization: City of Hailey

Applicant's Name: Lamarr Walters
Title: organizer
Address: PO Box 1287
City: Hailey
State: Id
Zip: 83333
Telephone: 208-720-3914
Mobile: FAX: Email: lamarrsv@cox.net

IV. EVENT INFORMATION

New Event: Yes [X] No [ ] Annual Event: Yes [X] No [ ] Years Operating: 6

Event Category: □ Commercial [ ] Non-commercial

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

Description of Event: Skateboarders are divided into age groups and judged on their ability in creativity, style, difficulty of tricks, and speed run through the park.

V. INSURANCE REQUIREMENTS

A comprehensive general liability insurance policy must be maintained with coverage of not less than $1,000,000.00 combined single limit per occurrence. Each policy shall be written as a primary policy, not contributing with or in excess of any coverage which the City may carry. A certificate naming the City of Hailey, Blaine County, Idaho as additional insured shall be delivered to the City of Hailey with this application. The adequacy of all insurance required by these provisions shall be subject to approval by the City Clerk. Failure to maintain any insurance coverage required by this agreement shall cause for immediate termination of the application.

Insurance Company: City Ins. Agent Name: [ ] Please:

Updated: 09/25/15

(Attach any additional pages as needed)
**SPECIAL EVENT ACTIVITIES PLANNED**

It is the sole responsibility of the applicant to coordinate activities planned. All event materials and related items are to be furnished by the applicant unless arrangements are made prior to the event. (*Additional fees may apply.)*

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
<th>Check all Planned Activities</th>
<th>Yes</th>
<th>No</th>
<th>Check all Planned Activities</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Street Closures &amp; Access? Parade (if yes)</td>
<td></td>
<td></td>
<td>Alcohol Served: (Free of Charge) Provider -</td>
</tr>
<tr>
<td></td>
<td></td>
<td>* Street Closures for Special Event Application and detailed map listing areas of closure is required. An EDD permit and separate City/ fascism is required for Main Street closure. *</td>
<td></td>
<td></td>
<td>Alcohol Sold: Requires Alcohol Beverage Catering Permit (Hailey Code 5.13) Provider -</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Your Event Coordinator is required to leave the Notification Certification completed by all affected businesses, churches, schools and neighborhoods.</td>
<td></td>
<td></td>
<td>Food/Beverages (Caterers) Please List:</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Barcades if yes, please include a logistics map &amp; # of barricades applicant is providing.</td>
<td></td>
<td></td>
<td>Booths: Profit / Non-Profit</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Vendors (Items sold/ Solicitation) Please list:</td>
<td></td>
<td></td>
<td>Canopies/Tents/Temporary Structures - City of Hailey Fire Department, Fire Code Enforcement may require a permit for tents, canopies, membrane, or temporary structures over 400 sq. ft. Sizes 12'x12'</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Medical Services (Circle)</td>
<td></td>
<td></td>
<td>Signs or Banners *A separate application and fee are required for street closure.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>EMT - Standby (or) Ambulance *Determination of EMS services is dependent on event size &amp; type. Applicant will be charged $35/hr for EMS Standby.</td>
<td></td>
<td></td>
<td>Portable Toilets / Wash Stations: (Please provide one (1) permanent or portable toilet per 100 people) *Contact Clear Creek Disposal for ordering: 208-726-9600</td>
</tr>
<tr>
<td></td>
<td></td>
<td>ADA</td>
<td></td>
<td></td>
<td>Sanitation: Trash bins, Dumpsters, Recycle (Please provide one (1) six yard dumpster per 500 people) *Contact Clear Creek Disposal for ordering: 208-726-9600</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Amplified Sound—(90) dB maximum and sound may only be amplified between the hours of 10am and 10pm.</td>
<td></td>
<td></td>
<td>Water: Drinking / Washing</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Overnight Camping Please see City for designated areas.</td>
<td></td>
<td></td>
<td>Lighting: please attach plan if applicable</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Gray Water Barrel / Grease Barrel</td>
<td></td>
<td></td>
<td>Stages: (Number and Size(s))</td>
</tr>
</tbody>
</table>

Your Event Organizer is responsible for providing a complete list of event activities including a list of supplies providing services. An event logistics map is required, detailing the location for all road closures, event set up, canopies, stages, vendors, booths, and any other major services or activities planned. I hereby certify that I have read and understand the rules, rates and regulations set forth by the City of Hailey, Blaine County, and the State of Idaho, and in signing this application, I hereby agree that I and the organization I represent, shall hold the City of Hailey and all of its agents or employees free and harmless from any claims, liability or damage which may arise from use of City facilities or equipment, whether or not the City of Hailey, its agents or employees are jointly negligent. I further agree to promptly reimburse the City of Hailey and all of its agents for any clean up loss or damage to City property resulting from this use, as well as permitting, staging, equipment use/rental, property use/rental, clean-up, inspections involving the use of public property, public employees, or public equipment for the special event.

Event Organizer’s Signature: Lamar Waters Date: 2-9-16

Community Development Director

Uploaded: 03/02/2016
DECISION

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

Standard Conditions

a. The Applicant shall comply with the terms, plans, covenants and provisions of the Application, as approved or as modified by the City of Hailey.
b. The Applicant shall comply with all applicable local, state and federal laws, regulations and ordinances before, during and after the Special Event(s).
c. The Applicant shall execute an agreement, relating to the reimbursement of expenses, indemnification and other provisions immediately upon the approval of the application for the Special Events Permit.
d. In the event the Applicant fails to comply with all the conditions set forth herein, the City may revoke the Special Events Permit, in whole or in part.
e. A supporting application is on file and shall be complied with.

Additional Conditions

a. None

DATED this 4th day of April 2016.

CITY OF HAILEY

By: ________________________________
Fritz Haemerle, its Mayor

ATTEST:

______________________________
Mary Cone, City Clerk

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

15/03/SPECIAL EVENT PERMIT (08/02/05)
SPECIAL EVENT AGREEMENT

In consideration of the granting of a special event permit by the City of Hailey ("the City") for Hailey Skate Competition to be held at the Hailey Skate Park at Wertheimer Park (Saturday, June 25, 2016 from 9:00 a.m. to 4:00 p.m.), plus specified set up and teardown time, ("the Event"), and pursuant to Section 12.14 of the Hailey Municipal Code, the undersigned, as the applicant ("Applicant") of a Special Event Permit from the City for the Event, does hereby agree to reimburse the City for any costs incurred by the City in repairing damage or providing any services or materials resulting from the Event. The Applicant agrees that such costs may be deducted from a non-refundable security deposit or additional deposit as established by the City, and that if costs exceed any deposit made by the applicant, further reimbursement will be made to the City upon demand. The Applicant hereby agrees to indemnify, defend and hold harmless the City and its officers and employees, in their official and individual capacities, from any and all claims, demands, obligations, liabilities, lawsuits, judgments, attorneys’ fees, costs, expenses and damages of any nature caused by or arising out of, or connected with the Event. In the event either party hereto is required to retain counsel to enforce a provision of this Agreement, or to recover damages resulting from a breach hereof, the prevailing party shall be entitled to recover from the other party all reasonable attorney’s fees incurred herein or on appeal, or in bankruptcy proceedings. The Applicant agrees to comply with all the laws and ordinances of the City of Hailey, Idaho applicable to the subject matter thereof, and to conduct the Event in accordance with the terms and provisions of the application for a Special Event Permit, as approved or as modified by the City, and all conditions of the Special Event Permit. The Applicant agrees that the Special Event Permit is nontransferable and shall be conducted only for the dates and locations as approved by the City.

IN WITNESS WHEREOF, Applicant and the City have executed this Agreement on this 4th day of April 2016.

APPLICANT:

By: ____________________________________________

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

CITY OF HAILEY:

By: ____________________________________________

Fritz Haemmerle, its Mayor

ATTEST:

Mary Cone, its City Clerk

CITY OF HAILEY • 115 MAIN ST. S., SUITE H • HAILEY, IDAHO 83333 • 788-4221
Return to Agenda
AGENDA ITEM SUMMARY


SUBJECT:
Request for approval to hold a special event, the event being Trailing of the Sheep to be held at Roberta McKercher Park (October 18th, 2016, from 10:00 a.m. to 4:00 p.m.).

AUTHORITY:  □ ID Code __________  □ IAR __________  □ City Ordinance/Code __________
(If Applicable)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

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)

☒ City Administrator  ☑ Library  ☐ Benefits Committee
☐ City Attorney  ☐ Mayor  ☒ Streets
☐ City Clerk  ☒ Planning  ☑ Treasurer
☐ Building  ☒ Police  ☒ Public Works, Parks
☐ Engineer  ☒ P & Z Commission  ☐
☒ Fire Dept.  ☐

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:
Recommendation to approve a special event, the event being Trailing of the Sheep to be held at Roberta McKercher Park (October 8th, 2016, from 10:00 a.m. to 4:00 p.m.), and authorization for the Mayor to sign the special event decision and special event agreement.

ADMINISTRATIVE COMMENTS/APPROVAL:

City Administrator ____________________________  Dept. Head in Attendance at Meeting (circle one) Yes  No

ACTION OF THE CITY COUNCIL:

Date ____________________________

City Clerk ____________________________

FOLLOW-UP:
*Ord./Res./Agmt./Order Originals: Record  *Additional/Exceptional Originals to: ____________________________
Copies (all info.): ____________________________  Copies (AIS only)
Instrument # ____________________________
SPECIAL EVENT PERMIT APPLICATION

EVENT NAME: 20th ANNUAL TRAILING OF THE SHEEP FOLKLIFE FAIR

LOCATION FOR EVENT (Be specific i.e. Hop Porter Park, all of 1st Avenue between Walnut and Pine, 115 Main St. S.):
Public Property □ Private Property □
RM PARK BETWEEN 3RD & 4TH OFF MAIN ST. PLUS CEDAR ST.

I. EVENT SCHEDULE
Special Events are limited to four days, including set-up and tear-down days. No more than eight events per calendar year can be conducted by a single party or organization, unless a modification is granted by the City Council.

<table>
<thead>
<tr>
<th>Date(s) of Event</th>
<th>Hours</th>
<th>Estimated # of Attendees</th>
</tr>
</thead>
<tbody>
<tr>
<td>OCT. 8th, 2016</td>
<td>Start Time: 10AM End Time: 4PM</td>
<td>All Day: 7,500</td>
</tr>
<tr>
<td>OCT. 7th, 2016</td>
<td>Start Time: 9AM End Time: 5PM</td>
<td>All Day:</td>
</tr>
<tr>
<td>OCT. 8th, 2016</td>
<td>Start Time: 7AM End Time: 6PM</td>
<td></td>
</tr>
</tbody>
</table>

II. FEES
Special Event Permit Application Fee $125 X 125.00
Per Day Park Rental Fee $300 □ 1149.00

Events that meet both of the following criteria may be exempted from Park Rental Fee by resolution of the City Council:
- Non-profit event that is held annually within the City of Hailey for at least ten consecutive years and consistently draw large numbers of participants and spectators.
- Promoted locally and regionally within the state and the northwest, nationally & internationally

Tax (on park rental fees only) 6% ______

TOTAL DUE ______

III. ORGANIZATION INFORMATION
Sponsoring Organization: TRAILING OF THE SHEEP CULTURAL HERITAGE CENTER, INC.
Applicant's Name: SHELIA KELLEY Title: PROGRAM/FOKLIIFE FAIR DIR.
Address: PO BOX 2692 City: HAILEY State: ID Zip: 83333
Applicant Driver’s License #: FA 114971D Email: sheila@trailingofthesheep.org

IV. EVENT INFORMATION
New Event: Yes ___ No X Annual Event: Yes X No ___ Years Operating 20

Event Category: □ Commercial □ Noncommercial

Description of Event: FOOD, ENTERTAINMENT, ACTIVITIES, ARTS & CRAFTS

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

Insurance Company: BIZNETT INS. Agent Name: BETTY URBANY Phone: 726-8866-EXT 18
Updated: 6/2/2015
(Access any additional pages as needed)
**SPECIAL EVENT ACTIVITIES PLANNED**

It is the sole responsibility of the applicant to coordinate activities planned. All event materials and related items are to be furnished by the applicant unless arrangements are made prior to the event. (*Additional fees may apply.)*

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
<th>Check all Planned Activities</th>
<th>Yes</th>
<th>No</th>
<th>Check all Planned Activities</th>
</tr>
</thead>
<tbody>
<tr>
<td>☒</td>
<td>☐</td>
<td>Street Closures &amp; Access / Parade&lt;br&gt; Cedar St. In Front of&lt;br&gt; Altomely&lt;br&gt; - Street Closure for Special Event Application and detailed map listing areas of closure is required. An ITD permit and separate City form is required for Main Street closures.&lt;br&gt; - Your Event Coordinator is required to have the Notification Certification completed by all affected businesses, churches, schools and neighborhoods.</td>
<td>☐</td>
<td>☒</td>
<td>Alcohol Served: (Free of Charge)&lt;br&gt; Provider -</td>
</tr>
<tr>
<td>☐</td>
<td>☒</td>
<td>Alcohol Sold: Requires Alcohol Beverage Catering Permit (Hailey Code 5.13)&lt;br&gt; Provider - CK's REAL FOOD</td>
<td>☐</td>
<td>☒</td>
<td>Food/Beverages (Caterers) Please List:&lt;br&gt; Local Restaurants &amp; Caterers Sourcing Lamb Dishes. All 4-H selling Kid Friendly Food &amp; Beverages&lt;br&gt; Booths: Profit/Non-Profit</td>
</tr>
<tr>
<td>☐</td>
<td>☒</td>
<td>Barricades If yes, please include a logistics map and # of barricades applicant is providing.</td>
<td>☒</td>
<td>☐</td>
<td>Vendors (Items sold/ Solicitation) Please list:&lt;br&gt; 600A 10' X 10' spaces in park in vendors selling their crafts unrelated to sheep&lt;br&gt; Canopies/Tents/Temporary Structures - City of Hailey Fire Department, Fire Code Enforcement may require a permit for tents, canopies, membrane, or temporary structures over 400 sq. ft.&lt;br&gt; Sizes 10' X 10'</td>
</tr>
<tr>
<td>☒</td>
<td>☐</td>
<td>Electricity / Generators:&lt;br&gt; See Attached&lt;br&gt; Size: ELECTRICAL OSAGE</td>
<td>☐</td>
<td>☒</td>
<td>Signs or Banners&lt;br&gt; *A separate application and fee are required for street banners.</td>
</tr>
<tr>
<td>☐</td>
<td>☒</td>
<td>Medical Services (Circle)&lt;br&gt; EMT - Standby (or) Ambulance&lt;br&gt; *Determination of EMS services is dependent on event size &amp; type. Applicant will be charged $35/hr for EMS Standby.</td>
<td>☒</td>
<td>☐</td>
<td>ADA Regular&lt;br&gt; Portable Toilets / Wash Stations:&lt;br&gt; (Please provide one (1) permanent or portable toilet per 100 people) *Contact Clear Creek Disposal for ordering: 208-726-9600&lt;br&gt; *Plus We Rent Artery&lt;br&gt; Amplified Sound - (90) dB maximum and sound may only be amplified between the hours of 10am and 10pm.</td>
</tr>
</tbody>
</table>

*Year Event Organizer is responsible for providing a complete list of event activities including a list of suppliers providing services. A list of logistics map is required, detailing the location for all road closures, event set up, canopies, stages, vendors, booths, and any other major services or activities planned. I hereby certify that I have read and will abide by the laws, rules and regulations set forth by the City of Hailey, Blaine County, and the State of Idaho, and in signing this application, I hereby agree that I and the organization I represent, shall hold the City of Hailey and all of its agents or employees free and harmless from any claim, liability or damage which may arise from use of City facilities or equipment, whether or not the City of Hailey, its agents or employees are jointly negligent. I further agree to promptly reimburse the City of Hailey and all of its agents for any clean up loss or damage to City property resulting from this use, as well as permitting, staffing, equipment use/rental, property use/rental, clean up, inspection involving the use of public property, public employees or public equipment for the Special Event.*

**Event Organizer's Signature:** [Signature]

**Date:** 1/25/2016

---66---
ACTIVITIES AND ENTERTAINMENT AT 2016 FOLKLIFE FAIR

ON AND AROUND STAGE - 10 a.m. - 4 p.m.:
Basque Dancers and music
Peruvian Dancers and music
Highlander bagpipe band and dancers
And more typical ethnic musicians and dancers

KID'S ACTIVITIES AREA - 10 a.m. - 4 p.m.:
Classes and projects all related to sheep and wool

SHEARERS - 10 a.m. - 4 p.m.:
Exhibit with discussion on shearing sheep on the ½ hour
Live sheep shorn during exhibit

QUILT SHOW - 10 a.m. - 4 p.m.:
FLEECE JUDGING, PRESENTATIONS, CLASSES - 8 a.m. - 4 p.m.:
All held in the Armory

WEAVING & SPINNING DEMONSTRATIONS:
Within the Vendor area, many of the vendors demonstrate during the event
DECISION

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

Standard Conditions

a. The Applicant shall comply with the terms, plans, covenants and provisions of the Application, as approved or as modified by the City of Hailey.

b. The Applicant shall comply with all applicable local, state and federal laws, regulations and ordinances before, during and after the Special Event(s).

c. The Applicant shall execute an agreement, relating to the reimbursement of expenses, indemnification and other provisions immediately upon the approval of the application for the Special Events Permit.

d. In the event the Applicant fails to comply with all the conditions set forth herein, the City may revoke the Special Events Permit, in whole or in part.

e. A supporting application is on file and shall be complied with.

Additional Conditions

a. Certificate of Liability Insurance in the amount of $1,000,000 naming the City of Hailey as additionally insured.

b. Beverage Catering permit must be approved prior to the event.

DATED this 4th day of April 2016.

CITY OF HAILEY

By: __________________________
Fritz Haemmerle, its Mayor

ATTEST:

_____________________________
Mary Cone, City Clerk
SPECIAL EVENT AGREEMENT

In consideration of the granting of a special event permit by the City of Hailey ("the City") for Trailing of the Sheep to be held at Roberta McKercher Park (October 8th, 2016, from 10:00 a.m. to 4:00 p.m.), plus specified set up and teardown time, ("the Event"), and pursuant to Section 12.14 of the Hailey Municipal Code, the undersigned, as the applicant ("Applicant") of a Special Event Permit from the City for the Event, does hereby agree to reimburse the City for any costs incurred by the City in repairing damage or providing any services or materials resulting from the Event. The Applicant agrees that such costs may be deducted from a non-refundable security deposit or additional deposit as established by the City, and that if costs exceed any deposit made by the applicant, further reimbursement will be made to the City upon demand. The Applicant hereby agrees to indemnify, defend and hold harmless the City and its officers and employees, in their official and individual capacities, from any and all claims, demands, obligations, liabilities, lawsuits, judgments, attorneys' fees, costs, expenses and damages of any nature caused by or arising out of, or connected with the Event. In the event either party hereto is required to retain counsel to enforce a provision of this Agreement, or to recover damages resulting from a breach hereof, the prevailing party shall be entitled to recover from the other party all reasonable attorney's fees incurred herein or on appeal, or in bankruptcy proceedings. The Applicant agrees to comply with all the laws and ordinances of the City of Hailey, Idaho applicable to the subject matter thereof, and to conduct the Event in accordance with the terms and provisions of the application for a Special Event Permit, as approved or as modified by the City, and all conditions of the Special Event Permit. The Applicant agrees that the Special Event Permit is nontransferable and shall be conducted only for the dates and locations as approved by the City.

IN WITNESS WHEREOF, Applicant and the City have executed this Agreement on this 4th day of April 2016.

APPLICANT:

By: ____________________________

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

CITY OF HAILEY:

By: ____________________________

Fritz Haemmerle, its Mayor

ATTEST:

Mary Cone, its City Clerk

CITY OF HAILEY • 115 MAIN ST. S., SUITE H • HAILEY, IDAHO 83333 • 788-4221
Return to Agenda
AGENDA ITEM SUMMARY

DATE: 04-04-16  DEPARTMENT: Com. Development  DEPT. HEAD SIGNATURE:

SUBJECT:
Request for approval to hold a special event, the event being the Firefighter 5 Alarm Chili Cook-off to be held on East Carbonate Street between Main Street and 1st Ave. (Saturday, June 19, 2016 from 12:00 p.m. to 3:00 p.m.).

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

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)

☒ City Administrator ☐ Library ☐ Benefits Committee
☒ City Attorney ☐ Mayor ☒ Streets
☒ City Clerk ☒ Planning ☒ Treasurer
☒ Building ☒ Police ☒
☒ Engineer ☒ Public Works, Parks ☐
☒ Fire Dept. ☐ P & Z Commission ☐

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:
Recommendation to approve a special event, the event being Firefighter 5 Alarm Chili Cook-off to be held on East Carbonate Street between Main Street and 1st Ave. (Saturday, June 19, 2016 from 12:00 p.m. to 3:00 p.m.), and authorization for the Mayor to sign the special event decision and special event agreement.

ADMINISTRATIVE COMMENTS/APPROVAL:

City Administrator ☐ Dept. Head in Attendance at 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)
SPECIAL EVENT PERMIT APPLICATION

EVENT NAME: Fiesta Mexican Grill Cook-Off

LOCATION FOR EVENT (Be specific i.e., Hop Porter Park, all of 1st Avenue between Walnut and Pine, 115 Main St. S.):
☐ Public Property  ☐ Private Property
1st Street

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

<table>
<thead>
<tr>
<th>Date(s) of Event</th>
<th>Hours</th>
<th>Estimated # of Attendees</th>
</tr>
</thead>
<tbody>
<tr>
<td>June 10th</td>
<td>Start Time: 12pm</td>
<td>End Time: 3pm</td>
</tr>
<tr>
<td>June 11th</td>
<td>Start Time:</td>
<td>End Time:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Date(s) of Set-up/Tear-down</th>
<th>Hours</th>
<th>Estimated # Staff</th>
</tr>
</thead>
<tbody>
<tr>
<td>Start Time: 10am</td>
<td>End Time: 5pm</td>
<td></td>
</tr>
</tbody>
</table>

II. FEES
Special Event Permit Application Fee $125
Per Day Park Rental Fee $300

Events that meet both of the following criteria may be exempted from Park Rental Fee by resolution of the City Council:
☐ Non-profit event that is held annually within the City of Hailey for at least ten consecutive years and consistently draw large numbers of participants and spectators.
Tax Exempt: ☐
☐ Promoted locally and regionally within the state and the northwest.
Tax (on park rental fees only) 6%

TOTAL DUE

III. ORGANIZATION INFORMATION
Sponsoring Organization: Beliveau, Hailey & Wood River Fire Rescue/Fire/Calamity
Applicant’s Name: Kristi Heitman
Title: Admin. for FFD
Address: 17 S. 3rd Ave
City: Hailey State: ID Zip: 83333
Telephone Home: 208-3147 Mobile: 700-9173 Fax: 208-9173
Email: kritie@haileyfory.com
Federal Tax #: State Tax #:

IV. EVENT INFORMATION
New Event: Yes ☐ No ☒ Annual Event: Yes ☐ No ☒ Years Operating 2nd
Event Category: ☐ Commercial ☒ Noncommercial

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

Description of Event: Chili Cookoff from 12 pm to 5 pm with.

Additional Details: 

Updated: 9/3/2014

(Append any additional pages as needed)
V. INSURANCE REQUIREMENTS

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

Insurance Company: ____________  Agent Name: ____________  Phone: ____________

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
<th>Check all Planned Activities</th>
<th>Yes</th>
<th>No</th>
<th>Check all Planned Activities</th>
</tr>
</thead>
<tbody>
<tr>
<td>☑️</td>
<td>☐️</td>
<td>Street Closures &amp; Access / Parade (if yes)</td>
<td>☑️</td>
<td>☐️</td>
<td>Alcohol Serviced: (Free of Charge)</td>
</tr>
<tr>
<td>☑️</td>
<td>☐️</td>
<td>*Street Closure for Special Event Application and detailed map listing areas of closure, parade route is required. An I.T.D. permit is required for Main Street.</td>
<td></td>
<td></td>
<td>Provider - SW Brewery</td>
</tr>
<tr>
<td>☑️</td>
<td>☐️</td>
<td>*Your Event Coordinator is required to have the Notification Certification completed by all affected businesses, churches, schools and neighborhoods.</td>
<td>☑️</td>
<td>☐️</td>
<td>Alcohol Sold: Requires Alcohol Beverage Catering Permit (Hailey Code 5.13)</td>
</tr>
<tr>
<td>☑️</td>
<td>☐️</td>
<td>Barricades If yes, please include logistics map.</td>
<td>☑️</td>
<td>☐️</td>
<td>Provider - SW Brewery</td>
</tr>
<tr>
<td>☑️</td>
<td>☐️</td>
<td>Police/Traffic Control Services (A security plan is necessary for Special Events anticipated to attract 250 or more participants while serving beer, wine or liquor, or for street closures.)</td>
<td>☑️</td>
<td>☐️</td>
<td>Food/Beverages (Caterers) Please List:</td>
</tr>
<tr>
<td>☑️</td>
<td>☐️</td>
<td>Electricity/Generators: Please check no if you are providing your own. Size:</td>
<td>☑️</td>
<td>☐️</td>
<td>General Clinic Booths</td>
</tr>
<tr>
<td>☑️</td>
<td>☐️</td>
<td>Medical Services (Circle)</td>
<td>☑️</td>
<td>☐️</td>
<td>Restaurant / Public</td>
</tr>
<tr>
<td>☑️</td>
<td>☐️</td>
<td>EMT - Standby (or) Ambulance</td>
<td>☑️</td>
<td>☐️</td>
<td>Boots: Profit / Non-Profit</td>
</tr>
<tr>
<td>☑️</td>
<td>☐️</td>
<td>*Determination of EMS services is dependent on event size &amp; type.</td>
<td>☑️</td>
<td>☐️</td>
<td>Vendors (Items sold/ Solicitation) Please list:</td>
</tr>
<tr>
<td>☑️</td>
<td>☐️</td>
<td>Overnight Camping Please see City for designated areas.</td>
<td>☑️</td>
<td>☐️</td>
<td>Canopies/Tents/Temporary Structures - City of Hailey Fire Department, Fire Code Enforcement may require a permit for tents, canopies, membrane, or temporary structures over 200 sq. ft.</td>
</tr>
<tr>
<td>☑️</td>
<td>☐️</td>
<td>Open flame or flame producing devices</td>
<td>☑️</td>
<td>☐️</td>
<td>Sizes 10 x 10</td>
</tr>
<tr>
<td>☑️</td>
<td>☐️</td>
<td>Lighting: please attach plan if applicable.</td>
<td>ADA</td>
<td>Regular</td>
<td>Signs or Banners</td>
</tr>
<tr>
<td>☑️</td>
<td>☐️</td>
<td>Gray Water Barrel / Grease Barrel (Circle)(Cans, drums, etc.)</td>
<td>☑️</td>
<td>☐️</td>
<td>Stages: (Number and Size(s))</td>
</tr>
<tr>
<td>☑️</td>
<td>☐️</td>
<td>Sanitation: Trash bin, Dumpster, Recycle (Please provide one (1) yard dumpster per 500 people)</td>
<td></td>
<td></td>
<td>Portable Toilets / Wash Stations: (Please provide one (1) permanent or portable toilet per 100 people)</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Amplified Sound Permit</td>
</tr>
</tbody>
</table>

Your Event Organizer is responsible for providing a complete list of event activities including a list of suppliers providing services. An event logistics map is required, detailing the location for all road closures, event set up, canopies, stages, vendors, booths, and any other major services or activities planned. I hereby certify that I have read and will abide by the laws, rules and regulations set forth by the City of Hailey, Blaine County, and the State of Idaho, and in signing this application, I hereby agree that I and the organization I represent, shall hold the City of Hailey and all of its agents or employees free and blameless from any claim, liability or damage which may arise from use of City facilities or equipment, whether or not the City of Hailey, its agents or employees are jointly negligent. I further agree to promptly reimburse the City of Hailey and all of its agents for any clean up loss or damage to City property resulting from this use, as well as permitting, staffing, equipment use/rental, property use/rental, clean up, inspections involving the use of public property, public employees or public equipment for the Special Event.

Event Organizer's Signature: ___________________________  Date: 3/16/16

Community Development/ Forms  Updated: 9/20/14
Return to Agenda
AGENDA ITEM SUMMARY

DATE: 04-04-16 DEPARTMENT: Com. Development DEPT. HEAD SIGNATURE: 

SUBJECT:
Request for approval to hold a special event, the event being the Girls on the Run Color Me Fearless 5K beginning and finishing at Heagle Park (Saturday, June 4, 2016 from 10:00 a.m. to 12:00 p.m.).

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS: Casello #.
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 Administrator ☐ Library ☐ Benefits Committee
☐ City Attorney ☐ Mayor ☐ Streets
☐ City Clerk ☐ Planning ☐ Treasurer
☐ Building ☐ Police ☐ ☐
☐ Engineer ☐ Public Works, Parks ☐ ☐
☐ Fire Dept. ☐ P & Z Commission ☐ ☐

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:
Recommendation to approve a special event, the event being the Girls on the Run Color Me Fearless 5K beginning and finishing at Heagle Park (Saturday, June 4, 2016 from 10:00 a.m. to 12:00 p.m.), and authorization for the Mayor to sign the special event decision and special event agreement contingent on insurance certificate.

ADMINISTRATIVE COMMENTS/APPROVAL:

City Administrator _______________ Dept. Head in Attendance at 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 # __________________________
SPECIAL EVENT PERMIT APPLICATION

EVENT NAME: Color Me Fearless 5k for Girls on the Run

LOCATION FOR EVENT: (Be specific i.e., Hop Porter Park, all of 1st Avenue between Walnut and Pine, 115 Main St. S.):
- Public Property
- □ Private Property

I. EVENT SCHEDULE
Special Events are limited to four days, including set-up and tear-down days. No more than eight events per calendar year can be conducted by a single party or organization, unless a modification is granted by the City Council.

<table>
<thead>
<tr>
<th>Date(s) of Event</th>
<th>Hours</th>
<th>Estimated # of Attendees</th>
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</thead>
<tbody>
<tr>
<td>June 4, 2016</td>
<td>Start Time: 10:00 a.m.</td>
<td>End Time: 12:00 p.m.</td>
</tr>
<tr>
<td></td>
<td>Start Time:</td>
<td>End Time:</td>
</tr>
<tr>
<td>Date(s) of Set-up/Tear-down</td>
<td>Hours</td>
<td>Estimated # of Staff</td>
</tr>
<tr>
<td>June 4, 2016</td>
<td>Start Time: 8:00 a.m.</td>
<td>End Time: 1:00 p.m.</td>
</tr>
<tr>
<td></td>
<td>Start Time:</td>
<td>End Time:</td>
</tr>
</tbody>
</table>

II. FEES
Special Event Permit Application Fee $125
Per Day Park Rental Fee $300

Events that meet both of the following criteria may be exempted from Park Rental Fee by resolution of the City Council:
- □ Non-profit event that is held annually within the City of Hailey for at least ten consecutive years and consistently draw large numbers of participants and spectators.
- Tax Exempt & 501(c)(3)
- Promoted locally and regionally within the state and the northwest.

Tax (on park rental fees only) 6%

TOTAL DUE $125

III. ORGANIZATION INFORMATION
Sponsoring Organization: Girls on the Run of the Wood River Valley

Applicant's Name: Mary Fauth
Title: Executive Director
Address: PO Box 7016
City: Ketchum
State: ID
Zip: 83340
Telephone: 208-788-7863
Mobile: 208-720-4948
Fax:
Applicant Driver's License #: FA104678K
Email: mary@girlsonttherunwrv.org

IV. EVENT INFORMATION
New Event: Yes □ No □ Annual Event: Yes X □ No □ Years Operating: 13

Event Category: □ Commercial □ Noncommercial

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

Description of Event: 5k Fun run/walk to benefit the Girls on the Run program. Miles will be marked with paint throwing stations.

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

Agent Name: Pam Bradshaw
Phone: 704-479-6537

-77-
**SPECIAL EVENT ACTIVITIES PLANNED**

It is the sole responsibility of the applicant to coordinate activities planned. All event materials and related items are to be furnished by the applicant unless arrangements are made prior to the event. (*Additional fees may apply.)*

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
<th>Check all Planned Activities</th>
<th>Yes</th>
<th>No</th>
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</tr>
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<td>☑️</td>
<td></td>
<td>Alcohol Served: (Free of Charge) Provider -</td>
</tr>
<tr>
<td></td>
<td>☑️</td>
<td>• Street Closure for Special Event Application and detailed map listing areas of closure is required. An ITD permit and separate City form is required for Main Street closures;</td>
<td></td>
<td>☑️</td>
<td>Alcohol Sold: Requires Alcohol Beverage Catering Permit (Hailey Code 5.13) Provider -</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Your Event Coordinator is required to have the Notification Certification completed by all affected businesses, churches, schools and neighborhoods.</td>
<td></td>
<td></td>
<td>Food/Beverages (Caterers) Please List: Still be determined. We will invite two vendors to sell food.</td>
</tr>
<tr>
<td>☑️</td>
<td></td>
<td>Barricades If yes, please include a logistics map and # of barricades applicant is providing.</td>
<td>☑️</td>
<td></td>
<td>Booths: Profit / Non-Profit 6-10 non-profit</td>
</tr>
<tr>
<td></td>
<td>☑️</td>
<td>Police/Traffic Control Services (A security plan is necessary for Special Events anticipated to attract 250 or more participants while serving beer, wine or liquor or for street closures.) *Police Officers may be required for events serving alcohol. Applicant will be charged $40/hr per officer.</td>
<td></td>
<td></td>
<td>Vendors (Items sold/ Solicitation) Please list:</td>
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<td></td>
<td>Electricity / Generators:</td>
<td></td>
<td>☑️</td>
<td>Signs or Banners *A separate application and fee are required for street banners.</td>
</tr>
<tr>
<td>☑️</td>
<td></td>
<td>Size:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>☑️</td>
<td></td>
<td>Medical Services (Circle) EMT - Standby (or) Ambulance</td>
<td>☑️</td>
<td></td>
<td>Portable Toilets / Wash Stations: (Please provide one (1) permanent or portable toilet per 100 people) *Contact Clear Creek Disposal for ordering: 208-726-9600</td>
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<td></td>
<td></td>
<td>*Determination of EMS services is dependent on event size &amp; type. Applicant will be charged $35/hr for EMS Standby.</td>
<td>☑️</td>
<td></td>
<td>Sanitation: Trash bins, Dumpsters, Recycle (Please provide one (1) six yard dumpster per 500 people) *Contact Clear Creek Disposal for ordering: 208-726-9600</td>
</tr>
<tr>
<td></td>
<td>☑️</td>
<td>Amplified Sound— (90) dB maximum and sound may only be amplified between the hours of 10am and 10pm.</td>
<td></td>
<td></td>
<td>Water: Drinking / Washing</td>
</tr>
<tr>
<td>☑️</td>
<td></td>
<td>Overnight Camping Please see City for designated areas.</td>
<td>☑️</td>
<td></td>
<td>Open flame or flame producing devices</td>
</tr>
<tr>
<td>☑️</td>
<td></td>
<td>Lighting: please attach plan if applicable.</td>
<td>☑️</td>
<td></td>
<td>Stages: (Number and Sizes)</td>
</tr>
<tr>
<td>☑️</td>
<td></td>
<td>Gray Water Barrel / Grease Barrel</td>
<td></td>
<td></td>
<td>1 stage approximately 10'x20'</td>
</tr>
</tbody>
</table>

*Your Event Organizer is responsible for providing a complete list of event activities including a list of suppliers providing services. An event logistics map is required, detailing the location for all road closures, event set up, canopies, stages, vendors, booths, and any other major services or activities planned. I hereby certify that I have read and will abide by the laws, rules and regulations set forth by the City of Hailey, Blaine County, and the State of Idaho, and in signing this application, I hereby agree that I and the organization I represent shall hold the City of Hailey and all of its agents or employees free and harmless from any claim, liability or damage which may arise from use of City facilities or equipment, whether or not the City of Hailey, its agents or employees are jointly negligent. I further agree to promptly reimburse the City of Hailey and all of its agents for any clean up loss or damage to City property resulting from this use, as well as permitting, staffing, equipment use/rental, property use/rental, clean up, inspections involving the use of public property, public employees or public equipment for the Special Event.*

**Event Organizer’s Signature:** [Signature]  
**Date:** 3/4/10
COLOR ME FEARLESS 5K

Benefiting: Girls on the Run

Boardwalk at Draper Preserve

Paint stations

"Heart Tree" inside of Wood River Land Trust

Bow Bridge

Start/Finish

Heagle Park: Race start & finish!

Broadford Road
DECISION

Based on the Application for a Special Event Permit for the Girls on the Run Color Me Fearless 5K, the City of Hailey, pursuant to Chapter 12.14 of the Hailey Municipal Code, approves the Application and grants the Special Event Permit, subject to the following conditions:

Standard Conditions

a. The Applicant shall comply with the terms, plans, covenants and provisions of the Application, as approved or as modified by the City of Hailey.

b. The Applicant shall comply with all applicable local, state and federal laws, regulations and ordinances before, during and after the Special Event(s).

c. The Applicant shall execute an agreement, relating to the reimbursement of expenses, indemnification and other provisions immediately upon the approval of the application for the Special Events Permit.

d. In the event the Applicant fails to comply with all the conditions set forth herein, the City may revoke the Special Events Permit, in whole or in part.

e. A supporting application is on file and shall be complied with.

Additional Conditions

a. None.

DATED this 4th day of April 2016.

CITY OF HAILEY

By: ____________________________
Fritz Haemmerle, its Mayor

ATTEST:

______________________________
Mary Cone, City Clerk

CITY OF HAILEY • 115 MAIN ST. S., SUITE H • HAILEY, IDAHO 83333 • 788-4221
SPECIAL EVENT AGREEMENT

In consideration of the granting of a special event permit by the City of Hailey ("the City") for the Girls on the Run Color Me Fearless 5K beginning and finishing at Heagle Park (Saturday, June 4, 2016 from 10:00 a.m. to 12:00 p.m.), plus specified set up and teardown time, ("the Event"), and pursuant to Section 12.14 of the Hailey Municipal Code, the undersigned, as the applicant ("Applicant") of a Special Event Permit from the City for the Event, does hereby agree to reimburse the City for any costs incurred by the City in repairing damage or providing any services or materials resulting from the Event. The Applicant agrees that such costs may be deducted from a non-refundable security deposit or additional deposit as established by the City, and that if costs exceed any deposit made by the applicant, further reimbursement will be made to the City upon demand. The Applicant hereby agrees to indemnify, defend and hold harmless the City and its officers and employees, in their official and individual capacities, from any and all claims, demands, obligations, liabilities, lawsuits, judgments, attorneys’ fees, costs, expenses and damages of any nature caused by or arising out of, or connected with the Event. In the event either party hereto is required to retain counsel to enforce a provision of this Agreement, or to recover damages resulting from a breach hereof, the prevailing party shall be entitled to recover from the other party all reasonable attorney’s fees incurred herein or on appeal, or in bankruptcy proceedings. The Applicant agrees to comply with all the laws and ordinances of the City of Hailey, Idaho applicable to the subject matter thereof, and to conduct the Event in accordance with the terms and provisions of the application for a Special Event Permit, as approved or as modified by the City, and all conditions of the Special Event Permit. The Applicant agrees that the Special Event Permit is nontransferable and shall be conducted only for the dates and locations as approved by the City.

IN WITNESS WHEREOF, Applicant and the City have executed this Agreement on this 4th day of April 2016.

APPLICANT:

By: ________________________________

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

CITY OF HAILEY:

By: ________________________________

Fritz Haemmerle, its Mayor

ATTEST:

Mary Cone, its City Clerk

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

15/03/SPECIAL EVENT PERMIT (08/02/05)
Return to Agenda
AGENDA ITEM SUMMARY

DATE: 04/04/16  DEPARTMENT: Public Works  DEPT. HEAD SIGNATURE: MM

SUBJECT: Power Engineer's analysis and recommendation on city's hydro facility.

AUTHORITY: □ ID Code □ IAR □ City Ordinance/Code  (IFAPPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:
In March, Power Engineers began work to evaluate and provide recommendations on how to increase power generation at the existing Indian Springs hydro-electric facility.

A brief description of the background and need for this work is described here: The city has operated a hydro-electric facility since 1985 under a 35-year power purchase agreement with Idaho Power. It is believed that the original turbine is still in operation; however, the turbine is significantly oversized for the amount of water that we are collecting at this facility and has likely been the wrong size for the flows at Indian Springs since it was installed 25 years ago. As a result, this turbine has experienced reduced energy production, which limits the city's ability to generate revenue. There is also a question as to whether a turbine can be installed now that will accommodate the unknown changes to flow in the future that result from the Indian Springs improvement project, declining or increasing flows due to precipitation or other factors.

Power Engineer's evaluation: The primary contributor to the reduction in power production in the order of greatest affect are:
1. Oversized turbine,
2. Oversized generator,
3. Insufficient backpressure to fully develop the potential pressure in the penstock, due to the oversized turbine and
4. Low water flow rate.
5. Other potential causes that warrant investigation.

Recommendation: Purchase and install the 3TR2 model (discussed in the report) that is estimated to cost $12,000 shipped. Other expenses may include installation and added engineering. This model and size of turbine is ideal for the design flow rate of 800 gallons per minute (this year's average flow is 780 gallons per minute). It is anticipated to generate ten times the energy compared to what we are generating now. If flows increase, following the Indian Springs improvement project, a by-pass valve will need to be installed because the 3TR2 model cannot operate in excess of 820 gallons per minute. This valve can be installed after the improvements are completed to accommodate any increase in flow. The 3TR2 generates more energy at 800 gallons per minute than the next size up (4TR2) generates and 1,100 gallons per minute (SPF Engineering's estimated flow increase resulting from the improvement project). Pursue Power Engineer's other recommendations, as time and funding allows.

See attached report.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IFAPPLICABLE)

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RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:
Motion for staff to proceed with the replacement of the 3TR2 turbine.

ACTION OF THE CITY COUNCIL:
Date ____________________
City Clerk ____________________

FOLLOW-UP:
*Ord./Res./Agrmt./Order Originals: Record  *Additional/Exceptional Originals to: ____________________
CITY OF HAILEY

Hydro Facility Engineering Evaluation

PROJECT NUMBER:
141859

PROJECT CONTACT:
Shawn Cree
EMAIL:
s cree@powereng.com
PHONE:
208-768-0341

POWER
ENGINEERS
Hydro Facility Engineering Evaluation

**PREPARED FOR:** CITY OF HAILEY  
**PREPARED BY:** SHAWN CREA  
208-788-0341  
SCREA@POWERENG.COM

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PURPOSE
The City of Hailey (The City) has a Power Purchase Agreement (PPA) with Idaho Power Company to sell power from its hydroelectric facility. The PPA is for The City to provide Idaho Power 494,000 kWh/yr. The hydro unit has not achieved this output at any time since installation. Additionally, the output that has been achieved recently appears to be declining rapidly. The City has requested that POWER Engineers Inc. (POWER) propose on evaluating the hydro system for reasons for this decline, determine the amount of potential power that could be produced, and identify potential suppliers and models to replace the existing hydro unit if that is warranted. The City may undertake a water collection enhancement project that may collect 100-300 gpm more than current flows of 750-800 gpm. If a new turbine is warranted, POWER will also assess whether a single turbine can adequately utilize this potential range of flows, or if the flows differ sufficiently that two separate turbine sizes must be identified.

SITE VISITS
A brief meeting was held February 25, 2016 at The City’s offices with Mariel Miller, and Cole Balis with The City, and Bruce Truxal and Shawn Crea, with POWER. A summary of the current state of the hydro facility and its history was provided by the City staff, and some supporting documentation was provided. After this meeting, Mariel Miller and Cole Balis provided a tour of the hydro plant in Indian Creek where more information was gathered.

On March 16, 2016, Cole Balis provided access to the hydro facility again to Shawn Crea and Kelvin Yee, and additional data was collected.

HYDROELECTRIC SYSTEM SUMMARY
The hydroelectric turbine/generator was installed in 1985. The water that supplies the hydroelectric system is collected at the Indian Creek Springs and this collection system converges at a collection weir house. The 12-inch ductile iron penstock begins at this weir house at elevation 5,833 feet and runs underground for approximately 2.3 miles to the hydroelectric facility at elevation 5,526 feet. The turbine discharges to an underground water tank that provides municipal water to The City.

Historical water flow rates were recorded beginning in 1994, through 2014, and annual averages have ranged from a high of 3.58 cfs (1,607 gpm) in 1998 to a low of 1.97 cfs (884 gpm) in 2010. Current flow rates are even less, at approximately 1.67-1.78 cfs (750-800 gpm). The existing turbine design point flow rate is for 4.0 cfs (1,800 gpm). The flow rate into the turbine is not regulated, and there is no control mechanism to maintain pressure at a set point in the penstock. There is a bypass piping branch that allows the turbine/generator to be isolated and taken off-line, and a non-modulating on/off turbine inlet valve which will close automatically upon system power loss.

The power is generated at 480V, and amps and volts are displayed on the panels within the powerhouse. The only location that displays kW’s being generated is at the Idaho Power revenue meter mounted on an exterior retaining wall. It is unclear whether house load power (lights, panels, control system, chlorine system, etc.) is fed from an independent source or if it is drawn from the power generated from the hydro system, when it is operating.
REFERENCE DOCUMENTS
The following documents were provided by The City to support the engineering evaluation process.

1. Cornell Pump Company, Turbine model 4TR2 Performance Curve
3. 120115 Hailey Hydro historical and future calculated and actual annual generation and inflows (3).xlsx (not provided in report)
4. NKD Technologies, LLC, Proposal No. 20100721-1, Power Turbine Generator System Repair Project, dated September 21, 2010. (not provided in report)
7. Plan Drawing, by Galena Engineering, Ketchum, Idaho. Indian Creek Ranch, Fire Hydrant Location Plan. (not provided in report)
10. Four (4) Photos from Cole Balis via email, on 3/7/16, of installation of the 24" turbine discharge piping. (not provided in report)

The following documents were obtained by, modified by, or created by POWER.
A. Hailey Hydro Potential Power.xlsx
B. Copy of 120115 Hailey Hydro Data - PEI Modified.xlsx
C. Singer Valve, Technical & Sizing Information (not provided in report)
D. Cornell Pump Company, Turbine model 4TR2 Performance Curve (with system curve added)
E. Cornell Pump Company, Turbine model 3TR2 Performance Curve (with system curve added)

EVALUATION AND DISCUSSION
POWER has to proceed on the assumption that the data that was presented, and the pressure gauges and flow meters (for example) are accurate. Also, POWER intends to evaluate and recommend equipment that reuses as much of the existing equipment as possible if it is not detrimental to the operation. With that intent, POWER performed calculations to determine the amount of potential power production that might be achievable for various flow rates so that it could be compared to the power that was actually being produced at the present, and as recorded in the past. These calculations are tabulated in Reference A. The following assumptions were made for the calculations.

1. Turbine efficiency = 75%
2. Generator efficiency = 95%
3. Combined turbine/generator efficiency is 0.75 x 0.95 = 0.7125, or 71.25%
4. The penstock would ‘fill up’ to 90% of its elevation
5. The hydro plant would be operational 90% of the year

The 71.25% efficiency is a reasonable expectation for a turbine/generator set that is operating near its optimal design point.
The penstock currently does not have any control mechanism to maintain optimal ‘pool level’ in the penstock or at the collection/weir house, and therefore, pressure. Ideally, a correctly sized turbine would provide the backpressure that would keep the penstock full all the way up to the collection/weir house, thus fully utilizing the system available pressure without a turbine inlet control valve. The ‘100% Pressure’ spreadsheet represents this scenario. However, that would be true at only one flow rate. Variable flow rates from a system that does not have storage capacity (such as a reservoir) will therefore have a variable available pressure. The current installation does not have a modulating turbine inlet flow control valve, and therefore system pressure cannot be maintained and the ‘pool level’ equalizes in the penstock according to the penstock system flow loss and the backpressure that the turbine provides. For this reason, a ‘90% full’ penstock value was calculated, but % full is completely dependent upon the turbine design characteristics.

As well, a 90% utilization factor was applied to the energy production values, and this is to account for periods when the turbine is off-line for maintenance reasons, or shut down due to grid power loss or any other reason.

With all of the above discussed parameters set, the Reference A spreadsheet reveals what power production could reasonably be produced at the various flow rates. Based on current flow rates of approximately 760 gpm, and historical records indicating more flow, POWER and The City personnel selected 800 gpm as a design point. This yields a power output of 27.47 kW at ‘90% Pressure’. We note that the current power output at 760 gpm is 2.39 kW (Idaho Power revenue meter reading), less than 1/10th what should be realized. The reasons that the actual power production is so little compared to what should be expected are as follows, in order of greatest affect:

1. Existing turbine is oversized and is therefore operating at a very poor efficiency. Reference documents indicate that the turbine was sized for 1800 gpm (4 cfs). Historical records of flow rates were provided that begin in 1994, and flow rates have never achieved this level (Reference B). We note that the flow meter was replaced and calibrated in 2010. Based on the kWh’s produced between 1985 and 1994, it is unlikely that 1800 gpm was ever available. We do not know why a turbine of this size was selected, but could speculate that this turbine was simply available at that time and that any power production was desirable, even at a poor efficiency. Or, a correctly sized turbine was simply not available at that time. Power production is not linearly proportional to water flow rate, and this is directly due to machine inefficiencies at different operating points.

2. The generator (induction motor) is oversized and is therefore operating at a very low power factor. The turbine efficiency curve drops off rapidly at flows below 3.5 cfs and isn’t even graphed below 3.0 cfs. Due to this, and a lack of electrical design documentation of the facility, we are unable to determine individual turbine efficiency and generator power factor, but the combined efficiency calculates out to be approximately 0.13 at current operating points. However, gauges in the powerhouse read 27 Amps, 480V, and the Idaho Power revenue meter reads 2.39 kW. The calculations show that this translates into a 0.11 power factor.
3. The oversized turbine also results in insufficient backpressure to fully develop the potential pressure in the penstock. This diminishes the available pressure and thus power output. Approximately 48% of potential power production is currently being lost due to this low ‘pool’ level in the penstock, operating at 62.3 psig inlet pressure. It should be operating at approximately 112 psig with a properly sized turbine.

4. Low water flow rate.

We believe the above to be the main causes of low power production, and a correctly sized turbine/generator set will address all of these items. However, there are some other potential causes contributing to low power production. These are:

5. Turbine impeller and generator wear. A new turbine/generator set will eliminate this possibility.

6. Non-operating (stuck open or stuck closed) air vacuum/air release valves on the penstock. A stuck open valve will bleed water off of the penstock, but should be readily visible in a manhole or post mount on the surface. A stuck closed valve will not allow air release and this can eventually cause flow restriction and therefore, pressure loss. Between the two References 5 & 6, it is unclear if the air vacuum/release valves have isolation valves on them so these can be checked without shutting down the entire system. We think these are a low-probability cause but should still be checked. Cole Ballis from The City checked the only known air/vacuum valve between the collection house and turbine (approximately 200 yards below the collection house) and it is above the ‘pool’ level in the pipeline and therefore is not affecting current operation.

7. Penstock flow restriction/obstruction. This could only be checked easily at the beginning in the collection/weir house pipe exit, for obstructing debris. We think this is a low-probability cause but should still be checked. Checking the remainder of the penstock would get considerably more involved, possibly with in-pipe cameras or a pipe pig.

8. Tailrace flow restriction/obstruction. This would reduce pressure drop available across the turbine and decrease power production. We think this is a low-probability cause but can be checked by installing a pressure gauge in the tailrace at the next outage or when a new turbine is installed.

9. Low water demand by The City. If water inflow to the Indian Creek storage tank exceeds water demand by the city (such as late night & early morning hours), then the tank will fill and spill out the overflow. This puts several feet of additional backpressure on the turbine and will therefore decrease power output. However, several feet, out of approximately 255 feet has a small effect, and we believe there is not enough gain to pursue here.

10. Faulty Idaho Power revenue meter. We think this is unlikely, and normally the utility will periodically calibrate the meter. Ideally The City would also have a meter to serve as a check meter, although this is estimated to cost several thousand dollars to add.

The ‘100% Pressure’ and ‘90% Pressure’ spreadsheets were calculated assuming a constant efficiency throughout the flow rates. While this is useful for determining potential power production at various flow rates, real turbines have varying efficiencies across different flow rates. Two additional spreadsheets were created based off of two models of turbines from Cornell Pump Company, spreadsheets ‘4TR2’ and ‘3TR2’, references D & E, respectively.

These spreadsheets used turbine efficiency values directly from the performance curves in the potential power calculations. Note that at the selected design flow of 800 gpm, the 4TR2 turbine will produce approximately 10.97 kW and 86,377 kWh’s, and the 3TR2 turbine will produce
approximately 31.59 kW and 248,685 kWh’s. This is because the 3TR2 is almost ideally sized for the design flow rate of 800 gpm at the system pressure available, and would be operating very near its highest efficiency point (77%). At 800 gpm, the 4TR2 is operating at 58% efficiency.

This seems like an obvious choice. However, the 3TR2 is able to utilize a maximum flow of approximately 820 gpm (Reference A 3TR2) with the available head pressure the penstock system can deliver. The turbine would not allow additional flow beyond this flow rate because it would require more pressure to do so, and that pressure is not available. However, the 3TR2 is able to provide 28.7% more kWh’s at 800 gpm than the 4TR2 is able to provide at the same flow rate (Reference A, 4TR2). Even if the 4TR2 operated at 1,100 gpm (which the 3TR2 cannot), the 3TR2 would still provide 24% more kWh’s at 800 gpm.

If there were no other changes to the water delivery system, the 3TR2 would limit maximum flow through the system to ~820 gpm. If there were more flow available than 820 gpm, from a collection enhancement project or improved precipitation (and spring flow), a relatively simple bypass piping system could be added so that The City would not lose that potential supply. This would likely be a 2½” – 3” bypass to allow another approximately 300 gpm. This scheme would allow the best turbine selection operating at a high efficiency at a flow rate that is higher than is currently being realized.

The primary purpose of municipal water supply would still be preserved at an even higher flow rate, with the addition of a small bypass. Ideally, the bypass would branch off of the main 12” piping in the powerhouse, after the flow meter, and discharge either to the tailrace, or to the bypass piping (downstream of the main automatic bypass valve). The bypass valve could be a 2” - 3” manual globe valve with a restriction orifice downstream to assist in dropping the entire ~120 psi pressure drop. The globe valve could be adjusted to maintain a target 120-110 psig at the turbine inlet to ensure maximum water capture and maximum power production. If more than 300 gpm extra flow might be anticipated, the bypass may need to be 4”. This bypass could be made more sophisticated, with an automatic bypass pressure control valve, and even a flow meter, if desired, although at considerably added cost.

We note that these turbines are just two examples of potential supply, from one supplier, and that other suitable offerings may be available, but if so, they have not yet been presented.

RECOMMENDATIONS
1. Check reasons 6 through 9 above, either eliminating the potential causes, or correcting them.
2. Item 10 is not immediately imperative, but The City may wish to inquire from Idaho Power when the meter was last calibrated. For an independent entity to check the accuracy of the meter it would cost several thousand dollars, and may even require permission from Idaho Power to access their equipment. We note that historical low flows produced low annual energy production, and we believe it is mainly due to equipment inefficiencies, rather than meter accuracy. However, we do think it is wise for The City to have its own meter.
3. If the above does not result in substantial power production improvement (we would not expect power production to significantly improve, if at all), then The City should pursue solicitation of firm bids to supply a new turbine/generator set, evaluate bids, and purchase a new package, thus addressing items 1 - 5.
4. Depending upon the selection in #3 above, have designed and install a manual bypass from the penstock to the underground water tank. This will require The City to select an additional flow rate that the bypass should accommodate.
5. There is a lack of as-installed design drawings for this system, particularly electrical drawings. The City should have produced – at a minimum – a Piping & Instrumentation Diagram (P&ID), and electrical one-line diagram.

REPORT REFERENCES
See attached references:

1. Cornell Pump Company, Turbine model 5TR2 Performance Curve
   A. Hailey Hydro Potential Power.xlsx
   B. Copy of 120115 Hailey Hydro Data – PEI Modified.xlsx
   D. Cornell Pump Company, Turbine model 4TR2 Performance Curve (with system curve added)
   E. Cornell Pump Company, Turbine model 3TR2 Performance Curve (with system curve added)
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<td>239772</td>
<td>254841</td>
<td>269550</td>
<td>297794</td>
<td>324446</td>
<td>347300</td>
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<td>257606</td>
<td>293557</td>
<td>312634</td>
<td>333529</td>
<td>352410</td>
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<td>Static Pressure, psi</td>
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<tr>
<td><strong>( \eta )</strong> Combined turbine/generator Efficiency, ( \eta )</td>
<td>0.135</td>
<td>See Note 1</td>
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</table>

**Q** 

| Flow, gpm | 769 | 800 | Notes |
| Flow, cfs | 1.66 | 1.78 |
| Singler Value Flow Loss, psi | 2.80 | 3.20 |
| 67° inlet piping flow loss, psi | 0.08 | 0.10 |
| Upstream Flow Loss Total, psi | 2.89 | 3.30 |
| Available pressure at turbine inlet, psi | 59.41 | 59.00 | Tailrace flow loss is negligible: 0000 - .004 psi |
| h | 137.06 | 136.11 |

**Power** 

| Potential Power Production, kW | 2.69 | 2.77 |
| Monthly power production, kWh | 1909 | 1996 | 30 Days, See Note 1 |
| Annual power production, kWh | 23230 | 24284 | 355 Days, 100% Utilization |
| Annual power production, kWh | 20876 | 21823 | 328 Days, 90% Utilization |

**Panel Readings** 

| Voltage, V | 480 |
| Current, A | 27 |
| Power Factor | 0.11 | See Note 2 |
| Power, kW | 2.47 |

**Notes:**

1. This calculation uses Oct. 2015 Monthly kWh data to back-calculate the combined turbine/generator efficiency.
2. This calculation uses the panel readings from the February 25, 2016 site visit to back-calculate the power factor.
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<tr>
<td><strong>Turbine Inlet Elevation, ft</strong></td>
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<td><strong>Static Head, ft</strong></td>
<td>29.7 100% full pipe</td>
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<tr>
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<td><strong>Conversion, ft³/h x s/kW</strong></td>
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<td><strong>Q</strong></td>
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<td><strong>Flow, cfs</strong></td>
<td>1.11 1.34 1.56 1.67 1.70 2.61 2.23 2.46 2.67 2.90</td>
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<td><strong>12&quot; Penstock Flow Loss, psi</strong></td>
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<td><strong>Singler Valve Flow Loss, psi</strong></td>
<td>1.20 1.80 2.40 2.80 3.20 4.00 4.80 5.60 6.80 7.60</td>
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<tr>
<td><strong>8&quot; Inlet piping flow loss, psi</strong></td>
<td>0.04 0.08 0.10 0.12 0.14 0.16 0.18 0.20 0.22 0.24</td>
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<td><strong>Available pressure at turbine inlet, psi</strong></td>
<td>125.04 127.87 128.14 125.23 124.08 121.85 119.48 116.47 113.90 111.09</td>
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<td><strong>Available head at turbine inlet, ft</strong></td>
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<td><strong>Head that the turbine will allow, ft</strong></td>
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<td><strong>Potential Power Production, kW</strong></td>
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<td><strong>Monthly energy production, kWh</strong></td>
<td>2207 2975 8716 5791 7840 8889 14115 18399 21841 26481 365 Days</td>
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<td><strong>Annual energy production, kWh</strong></td>
<td>265852 56136 84689 82628 96121 132487 175378 223792 265772 322186 365 Days, 100% Utilization</td>
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<td><strong>Annual energy production, kWh</strong></td>
<td>24130 52527 58126 74252 86977 119057 157600 201051 238790 289526 328 Days, 90% Utilization</td>
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<td>Penstock Inlet Elevation, ft</td>
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<td>Generator Efficiency, η</td>
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<td>Combined turbine/generator Efficiency, η</td>
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<td>Power = η x h x Q/conversion, kW</td>
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**Notes:**
- Flow, gpm is turbine limit at the available system pressure.
- Class 30, 13.20" OD, 0.314" wall thickness
- Available pressure at turbine inlet, psi
- Turbine flow loss is negligible, 0.006 - 0.004 psi
- Available head at turbine inlet, ft
- 365 Days, 100% Utilization

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<tr>
<th>Flow, gpm</th>
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<tr>
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<td>12&quot; Penstock Flow Loss, psi</td>
<td>2.39 3.34 4.45 5.05 5.69</td>
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<td>Sizing Valve Flow Loss, psi</td>
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<td>Calendar Year</td>
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<td>Oct-15</td>
<td>1972</td>
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Return to Agenda
AGENDA ITEM SUMMARY

DATE: 4/4/16  DEPARTMENT: PW  DEPT. HEAD SIGNATURE: MM

SUBJECT: Motion to approve Woodside WWTP Biosolids Project Contractor's Pay Request No. 9 in the amount of $234,709.87, for work completed during the month of March, 2016.

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:
Retainage of 5% is withheld from the total costs incurred by the contractor. The amount in the motion is the net pay amount.

March and April: March work continued to focus primarily on preparing for the installation of the prefabricated building - footings, basement slab, plumbing work and some additional excavation. The basin was tested for leaks mid-March. A few seepages were found on the north basin. (At the time of this summary, results from the south basin leak test are not conclusive). HDR, CNI and our onsite inspector have all stated this is a common issue on all concrete basins and there are injectable grouts that they apply to heal the walls and eliminate seepages.

Pictures from March:

Basement walls and floor with south basin wall (left). Seepage on east-facing basin wall.

Temporary walk to top of basin wall. South basin filling with water to test.

The same change orders discussed last month are pending review from HDR that address changes to excavation and drainage. There is approximately $35,000 contingency remaining in the contract amount that should accommodate these changes. Staff expects to have more information between now and the next Council.
meeting and will present this to the Council on April 18th.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:
Project is still under-budget at this point in time. To-date, two change orders has been approved.

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

- City Administrator
- City Attorney
- City Clerk
- Building
- Engineer
- Fire Dept.
- Library
- Mayor
- Planning
- Police
- Public Works
- P & Z Commission
- Benefits Committee
- Streets
- Treasurer

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:
Motion to approve Woodside WWTP Biosolids Project Contractor’s Pay Request No. 9 in the amount of $234,709.87 for work completed during the month of March 2016, authorizing the Mayor to sign and pay.

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)
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<td>CO-1</td>
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<td>CO-2</td>
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Contractor’s Certification
The undersigned Contractor certifies, to the best of its knowledge, the following:
1. All progress payments received from Owner on account of Work done under the Contract have been applied as required to discharge Contractor’s legitimate obligations incurred in connection with the Work covered by the Applications for Payment.
2. No Work, materials, and equipment incorporated in said Work, or otherwise listed or covered by the Applications for Payment, will pass to Owner at time of payment, free and clear of all Liens, security interests, and encumbrances (except as are covered by a bond acceptable to Owner/subcontractor/Owner/agents on such Liens, security interests, or encumbrances); and
3. All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Payment off: $234,709.87

Date: 3/29/16
## Progress Estimate - Lump Sum Work

### City of Visalia Wastewater Sludge Handling Improvements

**Application Number:** 9  
**Application Period:** March 1, 2014, due March 31, 2014  
**Application Date:** 3/30/2016

### Contractor's Application

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<th>Specification Section No.</th>
<th>Description</th>
<th>Scheduled Values ($)</th>
<th>From Previous Application (C=0) ($)</th>
<th>This Period ($)</th>
<th>Percentage Completed (C/D) %</th>
<th>Total Completed and Stored in Data (C + D = E) ($)</th>
<th>Percentage Completed (C + D = E) %</th>
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<th>Balance to Finish ($)</th>
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Page 1 of 3
Progress Estimate - Lump Sum Work

Contractor's Application

Schedule Work

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Application Period: March 1, 2016 thru March 31, 2014
Application Date: 5/20/2014

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Additional Notes:

- B - C = D
- E - D = F
- G = F + E

ECDCCD-C491 Contractor's Application for Payment
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Page 1 of 3
### Progress Estimate - Lump Sum Work

**Contractor's Application**

**Application Number:** 9  
**Application Date:** 3/28/2016

**Project:** City of College Woods Park Senior Housing Improvements  
**Application Period:** March 1, 2016 thru March 31, 2016

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**Total Costs:** $37,470.00  
**Remaining Work:** $12,166.00
Return to Agenda
AGENDA ITEM SUMMARY

DATE: 4/04/16 DEPARTMENT: Clerk's Office DEPT. HEAD SIGNATURE M. Cone

SUBJECT

Approval of Minutes from the meeting of the Hailey City Council on April 4, 2016 and to suspend reading of them.

AUTHORITY: □ ID Code 74-205 □ IAR □ City Ordinance/Code

Idaho Code requires that a governing body shall provide for the taking of written minutes at all of its meetings, and that all minutes shall be available to the public within a reasonable period of time after the meeting. Minutes should be approved by the council at the next regular meeting and kept by the clerk in a book of minutes, signed by the clerk.

BACKGROUND:

Draft minutes prepared.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:
Budget Line Item # YTD Line Item Balance $

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS:

□ City Attorney X City Clerk □ Engineer □ Mayor
□ P & Z Commission □ Parks & Lands Board □ Public Works □ Other

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to approve the minutes as presented, and to suspend the reading of them, or remove from consent agenda to make changes and then approve as amended.

FOLLOW UP NOTES:
MINUTES OF THE MEETING OF THE
HAILEY CITY COUNCIL
HELD MARCH 17, 2016
IN THE HAILEY TOWN CENTER MEETING ROOM

The Meeting of the Hailey City Council was called to order at 4:30 P.M. by Mayor Fritz Haemmerle. Present were Council members Colleen Teevin, Don Keirn, Pat Cooley, and Martha Burke. Staff present included City Attorney Ned Williamson, City Administrator Heather Dawson, and City Clerk Mary Cone. Call to order 4:30:09 PM by Mayor Haemmerle

CONSENT AGENDA:

CA 094 Motion to ratify Resolution 2016-31, authorizing agreement for engineering services with Power Engineers for turbine pump size analyses………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………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4:33:30 PM Keirn moves to adjourn meeting, seconded by Cooley, motion passed unanimously.
Return to Agenda
AGENDA ITEM SUMMARY

DATE 04/04/2016 DEPARTMENT: Finance & Records DEPT. HEAD SIGNATURE: MHC

SUBJECT

Council Approval of Claims costs incurred during the month of March 2016 that are set to be paid by contract for April 2016.

AUTHORITY: □ ID Code 50-1017 □ IAR □ City Ordinance/Code _____

BACKGROUND:
Claims are processed for approval three times per month under the following procedure:
1. Invoices received, approved and coded to budget by Department Head.
2. Invoice entry into data base by finance department.
4. Following council approval, mayor and clerk sign checks and check register report.
5. Signed check register report is entered into Minutes book.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:
Budget Line Item # _______ YTD Line Item Balance $ _______

Payments are for expenses incurred during the previous month, per an accrual accounting system.

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS:

City Attorney Clerk / Finance Director Engineer Mayor
P & Z Commission Parks & Lands Board Public Works Other

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Review report’s, ask questions about expenses and procedures, approve claims for payment.

FOLLOW UP NOTES:
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**Total 5661 AC HOUSTON LUMBER COMPANY:**

| 652 AIRPORT WEST BUSINESS PARK |              |                             | Invoice  | 03/31/2016   | 03/31/2016 | 540.00         | 540.00            | 100-40-41711      | 316       |            |           |
| 762                         | 1             | QUARTERLY DUES              | Invoice  | 03/31/2016   | 03/31/2016 | 540.00         | 540.00            | 100-40-41711      | 316       |            |           |

**Total 652 AIRPORT WEST BUSINESS PARK:**

| 176 ALLINGTON, RICK         |              |                             | Invoice  | 04/01/2016   | 04/01/2016 | 3,570.67       | 3,570.67          | 100-25-41313      | 416       |            |           |
| 111                         | 1             | ATTORNEY FEES               | Invoice  | 04/01/2016   | 04/01/2016 | 3,570.67       | 3,570.67          | 100-25-41313      | 416       |            |           |

**Total 176 ALLINGTON, RICK:**

| 2918 AMERIPRIDE LINEN AND APPAREL S |              |                             | Invoice  | 03/17/2016   | 03/31/2016 | 126.18          | 126.18             | 210-70-41703      | 316       |            |           |
| 24049                        | 1             | UNIFORMS WW                 | Invoice  | 03/24/2016   | 03/31/2016 | 179.78          | 179.78             | 210-70-41703      | 316       |            |           |
| 24049                        | 1             | UNIFORMS WW                 | Invoice  | 03/17/2016   | 03/31/2016 | 126.18          | 126.18             | 210-70-41703      | 316       |            |           |

**Total 2918 AMERIPRIDE LINEN AND APPAREL S:**

| 1655 BEST WESTERN POCATELLO  |              |                             | Invoice  | 03/19/2016   | 03/31/2016 | 160.00          | 160.00             | 210-70-41724      | 316       |            |           |
| 61643                        | 1             | HOTEL STAY WW               | Invoice  | 03/19/2016   | 03/31/2016 | 160.00          | 160.00             | 210-70-41724      | 316       |            |           |
| 61643                        | 2             | HOTEL STAY WW               | Invoice  | 03/10/2016   | 03/31/2016 | 160.00          | 160.00             | 210-70-41724      | 316       |            |           |
| 61643                        | 3             | HOTEL STAY WW               | Invoice  | 03/18/2016   | 03/31/2016 | 160.00          | 160.00             | 210-70-41724      | 316       |            |           |

**Total 1655 BEST WESTERN POCATELLO:**

| 5143 BLAINE COUNTY DISPATCH |              |                             | Invoice  | 04/04/2016   | 04/04/2016 | 30,145.25       | 30,145.25          | 100-25-41741      | 416       |            |           |

**Total 5143 BLAINE COUNTY DISPATCH:**

| 44991 BLAINE COUNTY HOUSING AUTH. |            |                             | Invoice  | 03/18/2016   | 03/31/2016 | 625.00          | 625.00             | 100-10-41707      | 316       |            |           |

**Total 44991 BLAINE COUNTY HOUSING AUTH.:**

| FY16-3                      |              |                             | Invoice  | 03/18/2016   | 03/31/2016 | 625.00          | 625.00             | 100-10-41707      | 316       |            |           |

<p>| Total 44991 BLAINE COUNTY HOUSING AUTH.: |              |                             | Invoice  | 03/18/2016   | 03/31/2016 | 625.00          | 625.00             | 100-10-41707      | 316       |            |           |</p>
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<th>Net Invoice Amount</th>
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**Total 386 L.L. GREENS:**

28.85

**1660 LA QUINTA INNS & SUITES**

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**Total 1660 LA QUINTA INNS & SUITES:**

178.00

**366 LES SCHWAB TIRE CENTER**

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<td>117002</td>
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**Total 366 LES SCHWAB TIRE CENTER:**

236.00

**1200 MATTSON FIRE SPRINKLERS, INC.**

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**Total 1200 MATTSON FIRE SPRINKLERS, INC.:**

100.00

**4495 MIDWEST TAPE**

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<td>937121</td>
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**Total 4495 MIDWEST TAPE:**

439.83

**261 NAPA AUTO PARTS**

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<td>Net Invoice Amount</td>
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<td>320.00</td>
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Total 5129 RUSH TRUCK CENTERS OF ID INC:

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<td>20226-3</td>
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<td>20226-4</td>
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<td>3/14/16</td>
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<td>P&amp;Z Stipend</td>
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<td>3/14/16</td>
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<td>2 11X17 NEWSLETTER and goals flyer</td>
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<td>3 MONTHLY CELL PHONE BILL Wastewater</td>
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<td>1 PR04020028554 CR - BRACKET AND FENDER PD C</td>
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Summary by General Ledger Account Number

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Return to Agenda
AGENDA ITEM SUMMARY

DATE: 4/4/16    DEPARTMENT: Public Works    DEPT. HEAD SIGNATURE: MM

SUBJECT: Presentation of Water Smarty rebate program and greater water conservation plan.

AUTHORITY: □ ID Code ______ □ IAR ________ □ City Ordinance/Code ________

(if applicable)

Staff has been working on a water conservation plan to identify ways to reduce water demand throughout the city. A reduction in demand could delay the capital expense of a new well and help improve the city's resiliency to a water shortage or water reductions. Below is the overall plan. Attached are education and outreach materials recently completed, as well as a brochure for Water Smarty, a grass replacement rebate program that was made possible in part by a grant received from the Idaho Water Resources Board.

Water Conservation Plan

Goal: Use less water, more wisely.

Objectives:
- Education and outreach – public and industry professionals.
- Target irrigation usage (greatest water conservation opportunity).
- Water less and more efficiently without compromising Hailey's urban landscape.
- No dead trees.
- Keep recreation space in city parks functional.
- Ease burden on any future conjunctive administration requirements.
- Reduce the need for future water system expansion projects (i.e. new well).

Program Elements:
- Education/outreach
  - Low water use action plan
  - Workshops (work with WRLT)
  - Native/drought tolerant landscape/plant publication
  - Update utility bills with more water use info. – average water use per sq. ft. info.
  - Our Town showcase yards and water info.
- Rebate program
- New codes
  - Water conservation codes – update/continue enforcement
  - Building Code updates to reduce irrigation water on new construction
  - PZ Codes to reduce irrigation water on new construction
- Leak detection services
  - Private systems
  - City main line
- Yard signs (pardon my lawn – it's not dead, it's just sleeping – doing my part to save water)
- City efforts
  - Smart clocks in parks
  - Wastewater reuse
  - Evaluate unnecessary turf and eliminate
  - No new turf?
### Implementation Schedule and Budget:

<table>
<thead>
<tr>
<th>PROGRAM ELEMENT</th>
<th>SCHEDULE</th>
<th>BUDGET</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Education/outreach</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>o Low water use action plan</td>
<td>COMPLETE</td>
<td>Staff time</td>
</tr>
<tr>
<td>o Workshops (work with WRLT)</td>
<td>Summer 2016</td>
<td>Staff time</td>
</tr>
<tr>
<td>o Native/drought tolerant landscape/ plant publication</td>
<td>April 2016</td>
<td>Staff time</td>
</tr>
<tr>
<td>o Update utility bills with more water use info. - average water use per sq. ft. info.</td>
<td></td>
<td>Staff time</td>
</tr>
<tr>
<td>o Our Town showcase yards and water info.</td>
<td>Summer 2015 (COMPLETE) and 2016</td>
<td>Staff time</td>
</tr>
<tr>
<td><strong>Rebate program</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>o Grass replacement rebates on private property</td>
<td>April 1-October 1 2016</td>
<td>$40,000 ($18,000 IWRB, $25,000 City, $7,000 in-kind)</td>
</tr>
<tr>
<td><strong>New codes</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>o Water conservation codes - update/continue enforcement</td>
<td>Ongoing</td>
<td>Staff time</td>
</tr>
<tr>
<td>o Building Code updates to reduce irrigation water on new construction</td>
<td>TBD</td>
<td>Staff time</td>
</tr>
<tr>
<td>o PZ Codes to reduce irrigation water on new construction</td>
<td>TBD</td>
<td>Staff time</td>
</tr>
<tr>
<td>o Build Better Building Codes - requires low flow fixtures for interior plumbing</td>
<td>COMPLETE</td>
<td>Staff time</td>
</tr>
<tr>
<td><strong>Leak detection services</strong></td>
<td>ONGOING (city and private infrastructure)</td>
<td>Staff time private infrastructure and $4000/yr city infrastructure</td>
</tr>
<tr>
<td><strong>Yard signs</strong></td>
<td>Summer 2016</td>
<td>IWRB Grant funded</td>
</tr>
<tr>
<td><strong>City efforts</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>o Smart clocks in parks</td>
<td>May 1, 2016</td>
<td>About $25,000 spent to-date</td>
</tr>
<tr>
<td>o Wastewater reuse</td>
<td>TBD</td>
<td>TBD</td>
</tr>
<tr>
<td>o Evaluate unnecessary turf and eliminate</td>
<td>Summer 2016</td>
<td>TBD</td>
</tr>
</tbody>
</table>

### FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

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

---

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RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

ACTION OF THE CITY COUNCIL:
Date ____________________________
City Clerk ________________________

FOLLOW-UP:
*Ord./Res./Agrmt./Order Originals: Record  *Additional/Exceptional Originals to: __________________
Developing a Low Water Use Action Plan

Now you are ready to create a low water use action plan specific to your needs. Consider including the following elements:

- Fix all leaks
- Beautify your yard with low-water-use plants
- Modify how you water your yard
- Upgrade to a water-efficient clothes washer
- Upgrade to water-efficient toilets and shower heads

Remodel Your Yard for Big Water Savings

Hefty water savings can come from changing your yard. Replace turf with patios, decks, hardscape pathways, game courts, vegetable gardens, and drought resistant shrubs and perennials. Water-sensitive landscapes can be beautiful and, with a little planning, can be installed over multiple years as time and finances allow. If some grass is a must, choose a drought-resistant variety; there are many to choose from these days. The City of Hailey offers rebates for turf removal; see our website for details.

How to Water More Efficiently

**Cycle and Soak** – watering in increments gives soil time to soak up water. Instead of one, 14-minute cycle, irrigate for 7 minutes, then let the system cycle through the remaining zones and return for another 7 minutes. Water, rest, water.

**Use a Smart Irrigation Controller** – this type of controller acts like a thermostat for your sprinkler system by telling it when to turn on and off, to save water.

**Retrofit Pop-up Spray Heads with Rotary Nozzles** – easy-to-install rotary nozzles fit on most pop-up spray heads. Because rotary nozzles apply water more slowly, more water is able to soak into the soil. Other benefits include reduced runoff on slopes, increased radius length, less water flow per minute, and better coverage.

**Watch Your Sprinkler System** – check your system each spring when you first turn it on. After each mowing, check to ensure sprinkler heads haven’t been broken or knocked out of alignment. Re-align any heads that are spraying too high in the air or across pavement. Check for system leaks and repair them as soon as possible.

**Use Soaker Hoses or Drip Irrigation** – Consider adding these water-saving systems for flower beds, shrubs and trees.

**Water-Efficient Clothes Washers**

An old clothes washer can use 40 to 50 gallons per load. If you are planning to replace an old washing machine, a new front-loading or horizontal axis machine uses as little as 10 gallons per load.

**Water-Efficient Toilets and Shower Heads**

Toilets sold today use as little as 0.8 gallons per flush. An old showerhead (pre-1993) uses 3 to 8 gallons of water per minute. High-efficiency showerheads that earn the WaterSense label use no more than 2.0 gallons per minute, some models use as little as 1.5 gallons per minute.

Understanding Your Water Bill

Your water bill is a good source of information that takes only moments to read. The two examples below can help you determine just how much water you are using.

**Where Does All That Water Go?**

- In the summer, in a typical household, most of your water goes to outdoor watering. Your home lawn sprinkler system uses about 10 gallons per minute. A broken sprinkler head can lose up to 12 gallons per minute.
- A 1/2” diameter garden hose delivers 5 to 8 gallons of water per minute or over 300 gallons of water per hour.
- Toilets commonly account for the highest percentage of water used indoors.
- A fixture with a slow-dripping leak can use as much as 450 gallons per month.
- Personal consumption is about 5% of your total water usage.

**How to Tell the Age and Flush Volume of Your Toilet**

If your home was built after 1992, then the toilet likely uses 1.6 gallons per flush (gpf), as required by code. From 1980-1992, toilets typically use 3.5 gpf. Prior to 1980, toilets use 5 to 7 gpf. There are two places on your toilet to check for age or flush volume:

- The date the toilet was made should be stamped on the inside of the tank lid.
- The gallons per flush rate is stamped on the bowl rim.

There is a table at the top of the bill that shows the previous and current month’s water usage. The difference between these numbers (x 1000) equals the gallons used.

**Understanding Your Water Usage**

Usage for the current month and the previous 11 months is shown on the first page of your bill. This information may be useful in determining if your current usage is higher than it typically has been in the past.
Look for Water Loss and Identify Savings Opportunities

Leaks account for about 12% of the average American home’s indoor water use. So it makes sense to fix those leaks and reap easy water savings.

CHECKING FOR TOILET LEAKS
- Remove tank cover. Is the water level in the tank too high and spilling into the overflow tube? If it is you have an improperly adjusted or broken fill (ball cock) valve.
- Place a leak detection tablet in the toilet tank. (Alternative method: turn water off at toilet; if tank drains, you have a leak.)
- After 15 minutes, check the water in the bowl for color.
- If you see color in the bowl, you have a silent leak. This is the most common type of toilet leak, and can often be repaired by changing the flapper.

CHECKING FOR FAUCET LEAKS
- Turn off the faucet completely and place a glass under the faucet.
- Check the glass in 15 minutes. 1 cup = 300 gallons a month.
- Many faucet leaks can be repaired by the homeowner; otherwise, call a professional.

CHECKING FOR LANDSCAPE LEAKS
- Check for leaks around the hose and sprinkler connection.
- Look for standing water on the surface near irrigation system spray heads.
- Check any sticky sprinkler valves; they can stick open.
- If you see areas of the lawn that are brighter green than others, you may have a leak.
- Check that your irrigation timer is programmed properly (sprinklers watering too often and/or too long. Reprogramming may be necessary if the power has been off.

CHECKING FOR MISCELLANEOUS PLUMBING AND SERVICE LINE LEAKS
- Check the piping in your crawl space, and any other visible piping.
- Check your water heater and water softening system.
- Check for wet spots in your yard between the meter vault and your house.
- Check for water leaking into your crawl space or basement near the location where the service line enters the house.

IDENTIFYING HARD TO FIND LEAKS
Some leaks can be very difficult to find. If you have done as much as possible on your own, but still feel you must have a leak somewhere, you have a couple of options:
- The City of Hailey can help determine if your leak is in the house, in the service line, or in the irrigation system. This service relies on the property owner to shut off the water main under the house and shut off the irrigation system main. City personnel will monitor the water meter during the leak check process.
- To pinpoint the exact location of a leak, you may need to call a professional leak detection service and/or a plumber.

<table>
<thead>
<tr>
<th>Leak Size</th>
<th>Gallons / Minute</th>
<th>Gallons / Day</th>
<th>Gallons / Mo</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dripping leak</td>
<td>.01</td>
<td>15</td>
<td>450</td>
</tr>
<tr>
<td>1/32 in. leak</td>
<td>.1</td>
<td>264</td>
<td>7,920</td>
</tr>
<tr>
<td>1/16 in. leak</td>
<td>.65</td>
<td>943</td>
<td>28,300</td>
</tr>
<tr>
<td>1/8 in. leak</td>
<td>2.6</td>
<td>3,806</td>
<td>114,200</td>
</tr>
<tr>
<td>1/4 in. leak</td>
<td>10.6</td>
<td>15,226</td>
<td>456,800</td>
</tr>
<tr>
<td>1/2 in. leak</td>
<td>42.3</td>
<td>62,900</td>
<td>1,827,000</td>
</tr>
</tbody>
</table>

City of Hailey Public Works • 115 S Main St., Suite H, Hailey, ID 83333 • 788-9830 • www.haileycityhall.org

Compare Your Water Use to See Where You Stand

Usage during the winter months mainly reflects the demand for water used inside. That usage will remain fairly constant unless you implement some indoor water-saving strategies. The seasonal demand for irrigation, particularly in the arid West, will cause higher usage during the summer months.

Typical Annual Average Domestic Water Use in Hailey

<table>
<thead>
<tr>
<th>Potential Causes of High Water Use</th>
</tr>
</thead>
<tbody>
<tr>
<td>- Leaking toilet, or a toilet that continues to run after being flushed</td>
</tr>
<tr>
<td>- Dripping faucet (indoor or out) or leaking hot water heater</td>
</tr>
<tr>
<td>- Leak in the automatic irrigation system</td>
</tr>
<tr>
<td>- Leak in the water service line between the meter and your home</td>
</tr>
<tr>
<td>- Watering the lawn, new grass, or trees; or open hose bib</td>
</tr>
<tr>
<td>- Change in the number of people in the household (guests, etc.)</td>
</tr>
<tr>
<td>- Caretaker watering the property or changing the irrigation system settings</td>
</tr>
<tr>
<td>- Automatic devices such as irrigation controllers and water softening systems working improperly</td>
</tr>
<tr>
<td>- Seasonal change in water use habits</td>
</tr>
</tbody>
</table>

The annual average residential water use in Hailey is 164 gallons per person per day, but may be 245 gallons per day (or more) for a high-use household or 115 gallons per day (or less) for a more water efficient household. These figures are rough estimates and can vary greatly based upon factors such as:
- Number of people living in or visiting the home.
- Size and type of landscaping and how it is irrigated.
- Water efficiency of plumbing fixtures.
- Personal habits.
- Whether leaks are present.

Using the water bill on page one, the following example shows how to figure out your average daily usage per person per day.

40,000 ÷ 4 ÷ 29 = 345

Gallons used each month # of people in household Days in billing cycle Gallons per person per day

City of Hailey Public Works • 115 S Main St., Suite H, Hailey, ID 83333 • 788-9830 • www.haileycityhall.org
Water-Wise Workshops
A Trout Friendly Program

- **DO-IT-YOURSELF STEPS TO SAVING WATER**
  Saturday, May 7, 9:00 – 10:30 a.m.
  Hailey City Hall Council Chambers

- **ATTRACTING POLLINATORS TO YOUR LANDSCAPE**
  Sunday, June 5, 3:00 – 5:30 p.m.
  Sawtooth Botanical Garden

- **7 STEPS OF XERISCAPE DESIGN**
  Wednesday, June 8, 7:00 – 8:30 p.m.
  Hailey City Hall Council Chambers

- **DO-IT-YOURSELF STEPS TO SAVING WATER**
  Saturday, July 16, 9:00 – 10:30 a.m.
  Hailey City Hall Council Chambers

Applicants must attend a Water-Wise workshop prior to receiving a rebate.

For more information or to sign up for a workshop, call the Wood River Land Trust at 788-3947 or visit [www.woodriverlandtrust.org](http://www.woodriverlandtrust.org).

Water Smarty Approved Plant Lists

- **Landscaping with Native Plants of the Intermountain Region** – From this list, choose plants in hardiness zone 4 or lower, with dry to low water needs only.

- **Locally Available Drought Tolerant Plants** – All plants on this list are eligible.

Links to the above Water Smarty approved lists can be found at [www.haileycityhall.org](http://www.haileycityhall.org).

Applicants may propose plants not included in the lists above, but the proposed plants will be subject to Water Smarty approval. Substitution requests must be accompanied by documented proof of: 1) zone hardiness – USDA Plant Hardiness Zone 4 or lower, and 2) water needs of less than 1” per week (dry to low water).

**Trout Friendly Resources**
Trout Friendly is a Water Smarty partner. Go to [www.troutfriendly.org](http://www.troutfriendly.org) for numerous and varied additional drought tolerant plant lists.

**Additional Resources**
Even more information is readily available on drought tolerant plant options. For example, local nurseries and garden centers, landscape designers, Blaine County UI Extension, Blaine County Master Gardeners and public gardens.

A Grass Replacement Rebate Program
Hailey Public Works
115 Main St. S, Suite H
Hailey, ID 83333
(208) 788-9830
[www.haileycityhall.org](http://www.haileycityhall.org)
What is Water Smarty?

Water Smarty gives rebates to Hailey residential and commercial property owners who replace turf with either hardscape or drought tolerant planting material. Rebates are based on the square footage of turf removed and design, material and installation costs.

Who is eligible?

- Hailey property owners and their tenants, with property owner’s approval.
- Hailey residential and commercial properties with existing, maintained turf.
- Attendees of a free Water-Wise workshop, hosted by the Wood River Land Trust (offered four times this season). Applications will be accepted, but a rebate will not be issued until a workshop is attended.

How much is available?

- The maximum rebate amount is $2,000.
- Rebates are given for 50% of eligible expenses up to the total square footage calculation of turf removed (see next bullet).
- Square footage calculation: hardscape material will be calculated at a rate of $3 per square foot. Rebates for replacements that use drought tolerant planting material will be calculated at a rate of $1 per square foot.
- Funds are limited and are available on a first come, first served basis. During April, only front yard projects will be given a rebate reservation.

Water Smarty Requirements & Limitations

- Any expenses or purchases accrued prior to the date of your pre-application are not eligible for a rebate.
- Applicants will have 60 days from the date of the rebate reservation to complete the turf replacement project and submit a final application.
- Design and installation costs are only eligible when these services are provided by professionals. Registration numbers, license numbers or taxpayer I.D. numbers will be accepted as proof of eligibility.
- You may design and install your own project. However, design and installation labor will not be eligible for a rebate.
- Only existing Hailey properties with existing and maintained turf are eligible; new construction is not eligible.
- Improvements must be contained within private property; city rights-of-way are not eligible.
- Projects must remove a minimum of 200 square feet of turf and all associated irrigation.
- Drought tolerant planting material must be accompanied by 2” of mulch and drip irrigation; mulch must cover any bare soil.
- Plant materials must meet Water Smarty water use and zone hardiness requirements.
- Hardscape surfaces must be permeable; no asphalt or concrete.
- Replacing grass with only mulch is not acceptable; hardscape and/or plants must also be used.
- Applicants must attend a Water-Wise workshop prior to receiving a rebate; see the four workshop dates in this brochure.

Application Process
Return to Agenda
MEMORANDUM

TO: Hailey Mayor and City Council Members
FROM: Ned Williamson
DATE: April 4, 2016
RE: Hailey Fire Department and Wood River Fire and Rescue Consolidation

I. INTRODUCTION

As you may recall, the Hailey Fire Department ("HFD") and Wood River Fire and Rescue ("WRFR") have been working closely together on various projects. Cooperation has evolved over time. Initially, the parties improved communications and training. The parties then entered into mutual aid and auto aid agreements. Approximately one year ago, Hailey and WRFR entered into a contract for services which provides that Chief Aberbach works as the Assistant Chief for WRFR. In large part, the cooperation between HFD and WRFR is a result of efforts from Chief Aberbach and Chief Bart Lassman. In my discussions with both chiefs and the Mayor, it appears that now is a very good time to start discussions about the next level of cooperation.

In 2011, Hailey and WRFR engaged Emergency Services Consulting International ("ESCI") to provide a study of potential consolidation options. After the 2011 ESCI report, we have been evaluating different ways to consolidate services and reduce costs. The ESCI study suggests that Hailey and WRFR could enter into a joint powers agreement. Because of the high degree of cooperation between the departments, we believe the parties should start discussions to enter into a joint powers agreement.

II. LEGAL AUTHORITY

A joint powers agreement is authorized by Idaho Code § 67-2328. This law allows a municipality and a fire district to jointly exercise their powers. A joint power agreement may create a separate legal entity (e.g., the Friedman Memorial Airport Authority). If a separate legal entity is created, the agreement must describe the precise organization, composition and nature of the entity. If no separate legal entity is created, then the agreement must provide for either an administrator or a joint board (e.g., the Air Service Board). If a joint board is created, the city and WRFR must be represented on the joint board. In addition, if no separate legal entity is created, then the agreement must describe the manner of acquiring, holding and disposing of real and personal property. The joint powers agreement must also specify a) its duration, b) the purpose of the agreement, c) the manner of financing the cooperative undertaking and establishing and maintaining a budget, and d) the process to terminate the agreement.
Consistent with our earlier steps, we believe the next reasonable step in this process is to enter into a joint powers agreement without a separate legal entity. If the parties agree not to create a separate legal entity, the parties can either appoint an administrator or a joint board. At this time, we believe Hailey and WRFR should create a joint board with members from each entity. Both entities would continue to exist and operate. The goal of such a joint powers agreement is to establish that two separate entities can work jointly and achieve better service and/or cost savings over time. If successful, the parties can then evaluate the next step in consolidation. At a later time, the two entities and the voters can decide whether Hailey should be annexed into the WRFR district.

III. BLAINE COUNTY MANOR PROPERTY AND A CONSOLIDATED PUBLIC SAFETY FACILITY

We believe there is a tremendous opportunity available to the community to promote a consolidation. Blaine County presently owns the Blaine County Manor property which consists of 2.74 acres. Several months ago, Blaine County conducted an auction to sell the Blaine County Manor site, but no one submitted a bid. Since then, the county commissioners are pursuing a private sale of the property. For a variety of reasons, we believe Blaine County should either lease or convey the property for use as a public safety facility.

In 1954 and 1958, Blaine County conducted two general obligation bond elections to build a county hospital. A general obligation bond election requires approval from 2/3 of the voters. The first bond election failed with only a 53.8% approval. The second bond election passed in 1958 with a 68.8% approval. Hailey residents overwhelmingly supported the bond election more than any other area in Blaine County. Approximately 90% of Hailey voters voted in favor of the bond issue. In contrast, only 26% of the Ketchum voters supported a county hospital. The bond issue was only for $125,000.

Before the election, Blaine County received an assurance from the Idaho Department of Health that it would be eligible for a matching grant if the bond issue passed. After the bond election, Blaine County did indeed obtain a federal grant from the Hill-Burton hospital construction program for $125,000. But because the grant was limited to building and equipment, Blaine County asked Hailey for the necessary land. As explained by county commissioner Clark in May, 1958, the "ground problem" had been solved by the City of Hailey donating the land. According to the minutes of a Hailey City Council meeting on May 12, 1958, Hailey deeded the Blaine County Manor property "for the purpose of construction of a County Hospital." At the time of the conveyance of title to Blaine County in 1958, Blaine County and the City of Hailey was represented by the same attorney.

I have talked to two county commissioners and intend to talk to the third county commissioner about the Blaine County Manor property. I have been told that Blaine County wants to sell the property at or near fair market value and use the proceeds to fund other county projects.
I would suggest that the property ought to remain a public asset for the following reasons:

1. The Blaine County Manor property was deeded by Hailey to the county for a “county hospital.” Under normal circumstances, the deed would contain a reversionary clause, so that once the property was no longer used as a particular purpose, then the property would revert to the gifting party.

2. The City of Hailey contributed more to the development of the Blaine County Manor property than any other jurisdiction. Without their support in 1959, the second bond election would not have passed. Hailey taxpayers paid their fair share of general obligation bond and county taxes to support the county hospital and Blaine County Manor. And, of course, Hailey gifted the necessary land to allow the hospital to be built.

3. Even though Hailey contributed more to the acquisition and development of the Blaine County Manor property than any other jurisdiction, at this point, the county will not necessarily spend the proceeds from the sale of the property on Hailey infrastructure or for the direct benefit of Hailey citizens.

4. If the Blaine County Manor property is sold, then a unique and valuable public asset will be lost forever.

5. The Blaine County Manor property could provide a central location for a public service facility. Such a facility would allow the three facilities, one of which is located by the judicial building and two of which are located on Third Avenue, to be consolidated.

IV. RECOMMENDATIONS

The Mayor, Fire District Commissioner Seth Martin, Chief Aberbach, Chief Lassman and I had an initial meeting. All of us felt that we should begin discussions about a joint powers agreement and should contact the Blaine County Commissioners about the Blaine County Manor property. The WRFR will meet on Wednesday, April 6, 2016 to discuss these topics.

We would make the following recommendations:

1) Select one elected official from each entity to meet with Chiefs Aberbach and Lassman and me. This group will eventually make a recommendation on the key components of a joint powers agreement.

2) Representatives from Hailey and WRFR will communicate with the Blaine County Commissioners about either receiving a long term lease or conveyance of title for a public safety facility.

-3-

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Return to Agenda
AGENDA ITEM SUMMARY

DATE: April 4, 2016  DEPARTMENT: Community Development  DEPT HEAD: LH

SUBJECT: Adopt Ordinance No 195 to amend fees for engineering review of new subdivisions and new development projects to more closely match the amount of engineering review time necessary to process the request and provide an equitable fee to the public.

AUTHORITY: □ □ IAR □ City Ordinance: Zoning Ordinance, Section 4.10

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

City engineering review is required for many new projects: lot line amendments, short plats, subdivisions, design review, conditional use, vacation, PUD and rezone. Current fees do not cover the costs of the contract City Engineer review. Staff has met with the City Engineer to determine usual and customary fees for the various projects outlined above.

Staff proposes to charge a retainer at the outset of the application process. The retainer would then be used to pay for actual engineering review time for each project based on the bill statements submitted by the City Engineer. The final bill would be reconciled at the completion of the project. Applicants would be refunded if the retainer was not spent, or billed the final amount if the engineering review was of a greater cost than the retainer.

In consultation with the City Engineer, it was determined that the following retainer amounts generally reflect costs of the review time required of a typical project. (Note that the City Engineer bills at $115 per hour.)

Lot Line Adjustment, Vacation: $250 retainer
Short Plat, CUP, Design Review $500 retainer
Subdivision, Rezone, PUD $1,000 retainer

In addition, staff proposes deleting a fee called “No substantial impact” as this category is no longer used, and increasing the fees for “Design Review - Modifications to Projects that have Received Design Review Approval (determined by the Administrator to be minor)” from $50 to $75, and increasing the fee for “Design Review Recommendation for Exemption” from and $30 to $75, both of these increases to cover actual costs of processing.

This fee increase has been duly noticed per Idaho Code 63-1311A.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

☒ City Administrator  ☐ Library  ☐ Benefits Committee
☐ City Attorney  ☐ Mayor  ☐ Streets
☒ City Clerk  ☐ Planning  ☐ Treasurer
☐ Building  ☐ Police  ☐
☐ Engineer  ☐ Public Works, Parks  ☐
☐ Fire Dept.  ☐ P & Z Commission  ☐

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Adopt Ordinance No to amend fees for engineering review of new subdivisions and new development projects to cover the costs of engineering review, and to provide a more equitable fee to the
public.

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./Agrnt./Order Originals: Record
Copies (all info.):
Instrument # _____________________

*Additional/Exceptional Originals to: ________________________________
Copies (AIS only)
HAILEY ORDINANCE NO. __

AN ORDINANCE OF THE CITY OF HAILEY, IDAHO, AMENDING HAILEY ORDINANCE NO. 1146 ESTABLISHING A REVISED FEE SCHEDULE THAT ADDS A NEW FEE FOR ENGINEERING SERVICES, AND PROVIDING FOR A RETAINER FOR SAID FEE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE; AND PROVIDING FOR THE EFFECTIVE DATE OF THIS ORDINANCE UPON PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW.

WHEREAS, the Hailey City Council has adopted Ordinance No. 1146 setting forth fees for all development related applications;

WHEREAS, the Hailey City Council seeks to establish fees that are appropriate for the nature of the application, are equitable to the applicant, and cover administrative and contractual costs required to process the application;

WHEREAS, the City Council has determined that it is necessary for the City to set forth a new fee charged in connection with engineering review of the following applications: Design Review, Conditional Use, Lot Line Shift, Short Plat Subdivision, Subdivision, Vacation, PUD and Rezone;

WHEREAS, the City Council has determined that a retainer fee in the amount of $250.00 will be paid at the time of application for Design Review, Conditional Use, Lot Line Shift, Short Plat Subdivision, Subdivision, Vacation, PUD and Rezone, and said retainer will be applied towards engineering review of said application, and that unused funds from the retainer (if any) will be refunded to the applicant, and that charges in excess of the retainer will be billed to the applicant;

WHEREAS, the City Council has determined that a fee for "Design Review No substantial Impact" is no longer necessary, that the fee for "Design Review - Recommendation for Exemption" should be increased from and $30 to $75, and that the fee for "Design Review - Modifications to Projects that have Received Design Review Approval (determined by the Administrator to be minor)" should be increased from $50 to $75;

WHEREAS, the City Council finds that the fees adopted by this Ordinance are reasonably related to and do not exceed the actual cost of the service provided by the City, and are a direct cost of processing certain applications; and

WHEREAS, new fees or fee increases above 5% have been duly noticed and discussed in a public hearing pursuant to Idaho Code § 63-1311A.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF HAILEY AS FOLLOWS:

Ordinance __
Engineering Fees
3-02-16
SECTION 1. The Fee Schedule attached as Exhibit "A" to Hailey Ordinance No. 1146 is hereby amended by the deletion of the stricken language and by the addition of the underlined language, as shown on attached Exhibit "A."

SECTION 2. Should any section or provision of this Ordinance be declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the Ordinance as a whole or any part thereof other than the part so declared to be unconstitutional or invalid.

SECTION 3. All Ordinances or parts thereof in conflict herewith are hereby repealed and rescinded.

SECTION 4. This Ordinance shall be in full force and effect from and after its passage, approval, and publication according to law.

PASSED AND ADOPTED BY THE HAILEY CITY COUNCIL AND APPROVED BY THE MAYOR THIS _ DAY OF _______________ 2016

Fritz X. Haemmerle, Mayor

ATTEST:

Mary Cone, City Clerk

Publish: Idaho Mountain Express __________, 2016
"EXHIBIT A" TO ORDINANCE NO. ___ - FEE SCHEDULE

HAILEY ZONING AND SUBDIVISION FEE SCHEDULE

<table>
<thead>
<tr>
<th>Application</th>
<th>Fee</th>
<th>+ additional fees for services rendered by City Attorney associated with a development agreement</th>
<th>+ actual cost of City engineering fees (retainer of $250, $500 or $1,000 at the time of application, depending on project complexity)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Annexation (Note: Separate fees may apply if annexation is approved.)</td>
<td>$1250 + $15/developable acre (Developable acre: lying below 25% slope line and not within proposed park/green space)</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>Appeal</td>
<td>$255</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Child Care Conditional Use</td>
<td>$50</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Comprehensive Plan Amendment</td>
<td>$400</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Conditional Use Permit</td>
<td>$400</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>Design Review</td>
<td>$450 + $25/1000 gross square feet</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>Design Review - Single Family Dwelling or Accessory Structure or Duplex in Townsite Overlay</td>
<td>$250</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>Design Review - Accessory (not associated with a residential Principle Use)</td>
<td>$250</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>Design Review - Modifications to Projects that have Received Design Review Approval (determined by the Administrator not to be minor)</td>
<td>$50-$75</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Design Review - No Substantial Impact</td>
<td>$75</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Design Review - Recommendation for Exemption</td>
<td>$30-$75</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fence Permit</td>
<td>$30</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Floodplain Development Permit</td>
<td>$400</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Floodplain Development Permit- No Substantial Impact</td>
<td>$75</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>Lot Line Shift</td>
<td>$240</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Miscellaneous</td>
<td>$55</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

1 All Fees: Plus actual cost of noticing (newspaper and/or mail), recording fees, and all other direct costs, not including staff time except where otherwise provided.

Ordinance ___
Engineering Fees
3-02-16
<table>
<thead>
<tr>
<th>Service Description</th>
<th>Fee</th>
<th>Not Required</th>
<th>Required</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pre-application Meeting</td>
<td>$50/hour/department head for meetings and/or phone calls exceeding 1 hour</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>PUD (in addition to other app)</td>
<td>$500</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>Rezone</td>
<td>$400</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>Permanent Sign Permit</td>
<td>$50</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>Portable Sign Permit</td>
<td>$30</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>Portable Sign Renewal Fee and inspection fee for portable sign in ROW</td>
<td>$20</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>Sign: Inspection fee for permanent or portable sign in ROW</td>
<td>$50</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>Short Plat Subdivision</td>
<td>$300/lot, sublot, or unit; not to exceed $1200</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>Subdivision Preliminary (Land/Condominium/Townhouse)</td>
<td>$1,250 + $55/lot, sublot, or unit</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>Subdivision Final</td>
<td>$400 + 25/lot, sublot, unit</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>Subdivision Ordinance and Zoning Ordinance Text Amendment</td>
<td>$400</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>Vacation</td>
<td>$400</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>Variance</td>
<td>$350</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>Wireless Permit</td>
<td>$350</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>Wireless Master Development Plan</td>
<td>$250</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>Wireless Conditional Use Permit</td>
<td>$600</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>Wireless Annual Renewal</td>
<td>$60</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>In Lieu Parking Contribution</td>
<td>$9,975 / space</td>
<td>✓</td>
<td></td>
</tr>
</tbody>
</table>

1 All Fees: Plus actual cost of noticing (newspaper and/or mail), recording fees, and all other direct costs, not including staff time except where otherwise provided.

Ordinance
Engineering Fees
3-02-16
Return to Agenda
AGENDA ITEM SUMMARY

DATE: 03/07/2016 DEPARTMENT: Admin DEPT. HEAD SIGNATURE: HD

SUBJECT:

Introduction of amendments to Municipal Code Chapter 2, updating references to Idaho Code within sections governing Hailey’s boards and commissions, and other housekeeping amendments.

AUTHORITY: □ ID Code 67-2805 □ City Ordinance/Code
(IFAPPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:
Hailey Municipal Code Section 2.24 establishes the Hailey Art and Historical Preservation Commission.
Hailey Municipal Code Section 2.36 establishes the Hailey Tree Committee
Hailey Municipal Code Section 2.40 establishes the Hailey Urban Renewal Agency
Hailey Resolution 2001-23 establishes the Hailey Parks and Lands Board. We have drafted a new
Hailey Municipal Code Section 2.32 to establish the Parks and Lands Board by ordinance, not resolution.

Attached is a proposed ordinance amending Hailey Municipal Code. Also attached are amendments to by-laws of four commissions.

The goals of this project were to:

1. Update HMC to reference correct Idaho Code sections pertaining to open meeting, ethics and conflict of interest, now contained in IC Title 74.

3. Add ordinance language governing the Parks and Lands Board, the only board currently not established by ordinance but by a 2001 Resolution.

3. Afford all the committees and boards the same latitude in terms of minimum number of meetings and make-up of the board, as is allowed for the Hailey Art and Historic Preservation Commission. The HAHPB, Hailey’s most recently formed commission, is allowed to have on the board 2 people in a related business as long as they reside within Blaine County (city residency not required), and requires only 4 meetings per year.

4. Conform bylaws to Hailey Municipal Code, and make them as uniform and clear as practical while still respecting the different practices of the boards.

• Tree committee has seen and recommended the changes to their bylaws and ordinance section, reducing number of meetings from 9 to 4 and opening up the residency requirements of committee membership to also allow that up to 2 people be in the businesses of trees instead of residents of City of Hailey.

• Arts commission has seen and recommends their bylaws and governing ordinance. The ordinance only changes Idaho Code sections pertaining to ethics. The bylaws conform to the ordinance and previously did not exist.

• Parks board has seen and recommends a different ordinance and bylaws than the other committees: they want to meet 9 times per year (not 4) and they want only residency in Hailey with one Area of Impact allowance to be the sole requirement of board membership.

• URA has seen and recommends their governing ordinance and by laws amendments, which only change Idaho Code sections.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:
All these boards work at no cost to the city, and add value through their thoughtful recommendations.

<table>
<thead>
<tr>
<th>ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐ City Administrator</td>
</tr>
<tr>
<td>☐ City Attorney</td>
</tr>
<tr>
<td>☐ City Clerk</td>
</tr>
<tr>
<td>☐ Building</td>
</tr>
<tr>
<td>☐ Engineer</td>
</tr>
<tr>
<td>☐ Fire Dept.</td>
</tr>
</tbody>
</table>

**RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:**

Conduct public hearing, move to adopt Ordinance ___ and read the first reading by title only.

Bylaws will not be adopted until after the ordinance amendment is adopted and through its readings.

**ACTION OF THE CITY COUNCIL:**

Date: ________________
City Clerk: __________________________
HAILEY ORDINANCE NO. ____

AN ORDINANCE OF THE CITY OF HAILEY, IDAHO, AMENDING TITLE 2 OF THE
HAILEY MUNICIPAL CODE, BY ADDING A NEW CHAPTER 2.32 TO ESTABLISH A
HAILEY PARKS & LANDS BOARD AND ITS POLICIES, REGULATIONS AND
STANDARDS; BY AMENDING SECTIONS 2.24.030, 2.36.050 AND 2.40.070 TO
CORRECT REFERENCES TO THE ETHICS IN GOVERNMENT ACT; AMENDING
SECTION 2.36.020 TO MODIFY QUALIFICATIONS OF CERTAIN MEMBERS OF THE
HAILEY TREE COMMITTEE; PROVIDING FOR A SEVERABILITY CLAUSE;
PROVIDING FOR A REPEALER CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE
OF THIS ORDINANCE UPON PASSAGE, APPROVAL AND PUBLICATION ACCORDING
TO LAW.

WHEREAS, effective July 1, 2015, Title 74 was added to Idaho Code, making certain
references within the Hailey Municipal Code outdated;

WHEREAS, the Mayor and the City Council of the City of Hailey established the Parks
and Lands Board by resolution;

WHEREAS, all other City of Hailey boards or commissions are established by ordinance,
and;

WHEREAS, the Mayor and City Council of the City of Hailey wish to standardize
ordinances governing boards and commissions wherever practical;

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE
CITY OF HAILEY, IDAHO:

Section 1. Title 2 of the Hailey Municipal Code is amended by the addition a new Chapter
2.32, as follows:

Chapter 2.32

HAILEY PARKS & LANDS BOARD

2.32.010 Purpose. It is the purpose of this ordinance to establish a Hailey Parks & Lands
Board (the "Board") to promote sound planning practices and recreational diversity.

2.32.020 Establishment. The Hailey Parks & Lands Board is hereby established. The
Hailey Parks & Lands Board shall consist of no more than seven (7) and no less than five (5)
voting members. Each member shall be appointed by the Mayor and approved by the City
Council, shall have been a resident of Blaine County for two (2) years prior to appointment to the
Board and shall be a resident of the City of Hailey at the time of appointment, except that one (1)
member may reside outside the corporate limits of the City of Hailey, but within the City's Area
of Impact. Each member must remain a resident of the City, or, in the case of the City's Area of
Impact, within the impact area, during the term of his or her membership on the Board. Each
member shall serve for a term of three (3) years. The terms shall be staggered and shall be filled
in the same manner as original appointments, but replacements shall serve only until the
expiration of the original term. The initial appointment term shall be one year for one member, two years for two members and three years for two members. Thereafter, appointments shall be for a term of three years or until a successor is appointed. The Board shall elect officers from among the members of the Hailey Parks & Lands Board. The chairperson shall preside at meetings of the Board. The vice chairperson shall, in the absence of the chairperson, perform the duties of the chairperson. All meetings of the Board shall be open to the public, and follow the requirements of Idaho’s open meeting laws. The Board shall keep minutes and other appropriate written records of its resolutions, proceedings, and actions. All public hearings shall be conducted following public hearing procedures contained in Chapter 2.04 of the Hailey Municipal Code and the Idaho Open Meetings Law defined in Idaho Code § 74-201 et seq. as amended.

2.32.030  **Recommending Body.** The Hailey Parks & Lands Board shall have no authority to bind any governing body affected by planning decisions. However, the Board shall have the power to make recommendations, upon a majority vote of its members, to the City Council, the Hailey Planning and Zoning Commission, the Hailey Art and Historic Preservation Commission, and the Hailey Tree Committee or other similar commissions or boards.

2.32.040  **Powers and Duties.**

A. Unless otherwise provided by law, the Board shall have the power to make whatever rules are necessary for the execution of its duties as set forth in this Ordinance. Rules of procedure and bylaws adopted by the Board shall be available for public inspection. The Board shall meet a minimum of nine (9) times per year.

B. The Board shall perform any and all of its obligations under Chapter 12.12 of the Hailey Municipal Code.

C. The Board shall draft and recommend necessary amendments to Chapter 12.12 of the Hailey Municipal Code. The Board shall also create, draft and recommend a City of Hailey Parks & Trails Master Plan (“Master Plan”), Standards and Guidelines to the City Council. Following the acceptance of the Master Plan, Standards and Guidelines and their codification by the Council, the Board shall draft and recommend necessary amendments to those documents. The Master Plan shall be periodically reviewed by the Board.

D. The Board shall create, draft and recommend policy and implementation of policy concerning planning, development, and maintenance of parks and recreational amenities within the City.

E. The Board shall recommend the allocation of funds for the implementation of Chapter 12.12 of the Hailey Municipal Code, for the establishment of educational and informational programs, and for the development of policies and procedures regarding the city duties.

F. The Board shall keep the City of Hailey apprised of its activities.

2.32.050  **Conflict of Interest.** Each member of the Hailey Parks and Lands Board shall be governed by the Ethics in Government Act, Idaho Code § 74-401 et seq., as amended.
Section 2. Section 2.24.030 of Hailey Municipal Code, Hailey Arts and Historic Preservation Commission, is hereby amended by the addition of a new subsection 2.24.030(H), as follows:

H. Conflict of interest. Each member of the Commission shall be governed by the Ethics in Government Act, Idaho Code §§ 74-401 et seq., as amended.

Section 3. Section 2.36.020 of Hailey Municipal Code, Hailey Tree Committee, is hereby amended by the addition of the underlined language and by the deletion of the stricken language, as follows:

2.36.020: Establishment:

The Hailey tree committee is hereby established. The Hailey tree committee shall consist of a minimum of five (5) and a maximum of seven (7) voting members. Each member shall be appointed by the mayor and approved by the city council, shall have been a resident of Blaine County for two (2) years prior to appointment to the Hailey tree committee and shall be a resident of the city of Hailey at the time of appointment, except that two (2) members may reside outside the corporate limits of the City, but within the City's Area of Impact, and/or be employed within Blaine County as a full-time employee or business/enterprise owner devoted to the promotion, education, care or maintenance of trees and one member may be a resident of the Hailey/Blaine County area of city impact. Each member must remain a resident of the City, or, in the case of the City's Area of Impact, within the impact area, or be employed or own a business or enterprise devoted to the promotion, education, care or maintenance of trees during the term of his or her membership on the Hailey tree committee. All members of the Commission shall have a demonstrated interest, competence, or knowledge of trees and/or tree care. Each member shall serve for a term of three (3) years. The terms shall be staggered and shall be filled in the same manner as original appointments, but replacements shall serve only until the expiration of the original term. The initial appointment term shall be one year for one member, two (2) years for two (2) members and three (3) years for two (2) members. Thereafter, appointments shall be for a term of three (3) years or until a successor is appointed. The Hailey tree committee shall elect officers from among the members of the Hailey tree committee. The chairperson shall preside at meetings of the Hailey tree committee. The vice chairperson shall, in the absence of the chairperson, perform the duties of the chairperson. All meetings of the Hailey tree committee shall be open to the public, and follow the requirements of Idaho's open meeting laws. The Hailey tree committee shall keep minutes and other appropriate written records of its resolutions, proceedings and actions. All public hearings shall be conducted following public hearing procedures contained in Chapter 2.04 of this title.

Section 4. Section 2.36.050 of Hailey Municipal Code is hereby amended by the addition of the underlined language and by the deletion of the stricken language, as follows:

2.36.050: Conflict of Interest. Each member of the Hailey Tree Committee shall be governed by the Ethics in Government Act, Idaho Code §§ section 59-701 74-401 et seq., as amended.

Section 5. Section 2.40.070 of Hailey Municipal Code, Hailey Urban Renewal Agency, is hereby amended by the repeal of Section 2.40.070 and by the addition of a new Section 2.40.070, as follows:
2.40.070: Compliance with Public Records, Open Meeting, Ethics and Bidding Laws

The Hailey Urban Renewal Agency shall comply with the Public Records Act, Open Meetings Law, the Ethics in Government Act, all pursuant to Title 74, Chapters 1, 2 and 4, Idaho Code, as amended, and the competitive bidding provisions of Idaho Code §§ 67-2801 et seq., as amended.

Section 6. If any section, paragraph, sentence or provision hereof or the application thereof to any particular circumstances shall ever be held invalid or unenforceable, such holding shall not affect the remainder hereof, which shall continue in full force and effect and applicable to all circumstances to which it may validly apply.

Section 7. All ordinances and parts of ordinances in conflict herewith are hereby repealed.

Section 8. This Ordinance shall be in full force and effect from and after its passage, approval, and publication according to law.

PASSED AND ADOPTED BY THE HAILEY CITY COUNCIL AND APPROVED BY THE MAYOR THIS ___ DAY OF __________________, 2016.

__________________________
Fritz X. Haemmerle
Mayor, City of Hailey

Attest:

__________________________
Mary Cone, City Clerk
Return to Agenda
AGENDA ITEM SUMMARY


SUBJECT: Kiwanis Club donation of Heagle Park play equipment and Parks & Lands Board recommendation on placement of play equipment.

AUTHORITY: ☐ ID Code ________  ☐ IAR ____________  ☐ City Ordinance/Code ________
(IFAPPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:
The Kiwanis Club is prepared to purchase a play structure and swing set for Heagle Park to replace the existing play structure. The donation is valued at $14,680. Kiwanis Club may also purchase some additional, smaller equipment such as a maypole, spring rider toys, benches or tables, depending on fundraising outcomes. City staff recommends acceptance of the donation of the play structure and swing set, and acceptance of any additional smaller items that may be forthcoming.

At its regular meeting on March 2, 2016, the Parks and Lands Board discussed the placement of the new play equipment. The meeting was held on site at Heagle Park. The board recommends that the new equipment be contained within the footprint of the existing play structure. The new structure is approximately half the size of the existing structure, leaving adequate room for the swing set and any smaller toys that may be installed. Using the existing footprint minimizes impacts to utilities, irrigation systems and turf.

The Parks & Lands Board further recommends that the existing structure be donated, with the condition that the entity who receives the donation will be responsible to remove it, according to city standards. At its next regular meeting, the board will further discuss a recommendation of a specific entity to receive the play structure, and forward that recommendation to the city council for consideration at a future council meeting.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IFAPPLICABLE)

□ City Attorney □ Finance □ Licensing □ Administrator
□ Library □ Community Development □ P&Z Commission □ Building
□ Police □ Fire Department □ Engineer □ W/WW
□ Streets □ Parks □ X Public Works □ Mayor

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:
Motion to accept Kiwanis Club donation of play equipment for Heagle Park.
Motion to approve Parks & Lands Board recommendation of placement of new play equipment at Heagle Park.

ACTION OF THE CITY COUNCIL:
Date ____________________________
City Clerk ________________________

FOLLOW-UP:
*Ord./Res./Agrmt./Order Originals: Record  *Additional/Exceptional Originals to: ____________________________
New equipment will be located within existing footprint.
Same structure; opposite side.
Return to Agenda
March 17, 2016
Devin Rigby
Idaho Transportation Department-District 4
216 S. Date Street
Shoshone, ID 83352

Re: Support for Highway 75 Restoration/Preservation Project

Dear Mr. Rigby,

On behalf of the Blaine County Regional Transportation Committee (BCRTC), I would like to express our strong support for restoration and preservation road work to be done on Main Street in the City of Hailey. On March 3, 2016, the BCRTC unanimously voted to support such work.

The BCRTC is comprised of a diverse group of stakeholders, including all the cities in Blaine County, Blaine County, the Sheriff, the Blaine County School District, Blaine County Recreation District, the United States Forest Service, and Mountain Rides, our local transit provider. As a Committee, we recognized that travel throughout all of Blaine County is interconnected. The safety and condition of the Main Streets in our cities is vitally important to all of us. It is also important to our visitors and second home owners. In addition, to the primary safety concerns, the conditions of our roads contribute to the economy of our County.

Further, the BCRTC is concerned with the conditions of our roads for all users, including pedestrians, bicyclists, and transit riders. The restoration and preservation work on the Main Street in Hailey would support and help the City with its goals to make the City a more desirable bike and pedestrian community.

Thanks for your consideration. The BCRTC greatly values the work and cooperation of the Idaho Transportation Department. If you have any questions or need any additional information please feel free to contact Angenie McCleary at 208.788.5500 or amccleary@co.blaine.id.us.

Sincerely,

Angenie McCleary
Blaine County Commissioner
Blaine County Regional Transportation Committee Chairman
March 4, 2016

Devin Rigby, District Engineer
Idaho Transportation Department, District 4
216 S. Date St.
Shoshone, Idaho 83352-0820

RE: Idaho Transportation Improvement Projects — Hailey’s Main Street

Dear Mr. Rigby,

I am writing to express my concerns regarding Main Street’s current state of disrepair. Main Street has been degrading over the years and is at the point now that it likely requires complete resurfacing, beyond just the pot hole repairs needed following this winter. I was informed that the restoration work for the entire length of Main Street within Hailey may not be scheduled until after 2021.

I urge you to reconsider your plans or any decisions that results in waiting until 2021 or later to resurface this road. Hailey’s Main Street is vital to our citizens as well as the thousands of commuters and visitors who travel up and down the valley and through Hailey each year. As Mayor of Hailey, I have put tremendous effort and emphasis on making Hailey look nice and making it an inviting and pleasant place for all. This effort is only as successful as the look and feel of our only arterial road - Main Street — that runs through the heart of our town. It is not only an aesthetic concern; it is a safety concern. Restoration is very important due to the types of use and traffic volume; semi-trucks and cyclists share this road and there are over 12,000 vehicular traffic counts daily.

I appreciate ITD's responsiveness to traffic signal problems and pedestrian crosswalk issues, especially at Airport Way and Main Street, but I strongly request that more be done along the entire length and done during this current five (5) year planning cycle. This road cannot wait until after 2021.

Thank you for your consideration.

Sincerely,

Fritz X. Haemmerle, Mayor
City of Hailey

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Return to Agenda
AGENDA OF THE
HAILEY CITY COUNCIL MEETING
Monday APRIL 18, 2016 * Hailey City Hall Meeting Room

5:30 p.m. CALL TO ORDER - Open Session for Public Concerns

CONSENT AGENDA:
CA 000 Grant Applications
CA 000 Grant Agreements
CA 000 Motion to approve Hailey’s 2016 Fair Housing Resolution
CA 000 Contracts & Bids
CA 000 Special Events
CA 000 Motion to approve Resolution 2016___, declaring Surplus Property and authorizing proper disposal or sale of unneeded property
CA 000 Motion to approve minutes of April 4, 2016 and to suspend reading of them
CA 000 Motion to approve claims for expenses incurred during the month of March 2016 and claims for expenses due by contract in April 2016
CA 000 Motion to approve Treasurer’s reports for March 2016

MAYOR’S REMARKS:
MR 000

PROCLAMATIONS & PRESENTATIONS:
PP 000 Chamber of Commerce report

APPOINTMENTS & AWARDS
AA 000

PUBLIC HEARING:
PH 000 Discussion of completed work by TischlerBise on annexation fees study PH 000
PH 000 Consideration of ordinance amending and correcting the zoning matrix contained within Municipal Code Title 17, Hailey’s zoning code.
PH 000 Library fines increase for non-resident cards
PH 000
PH 000

NEW BUSINESS:
NB 000 Simms Subdivision (LLA) Lisa Horowitz…noticed for this meeting on March 23 Mt. Express
NB 000

OLD BUSINESS:
PH 000 2nd Reading of Ordinance _____, adopting the 2012 International Existing Building Code (IEBC) as adopted by the State of Idaho
PH 000 2nd Reading of Ordinance _____, amending Municipal Code Chapter 2 to update references to Idaho Code within sections governing Hailey’s boards and commissions, and other housekeeping amendments.

STAFF REPORTS: Staff Reports Council Reports Mayor’s Reports
SR 000

EXECUTIVE SESSION: Real Property Acquisition under IC 74-206 (1)(c)

Matters & Motions from Executive Session or Workshop

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Return to Agenda