FRIEDMAN MEMORIAL AIRPORT
P.O. BOX 929 HAILEY, IDAHO 83333 • 208.788.4956 • FAX 208.788.9852 • flyfma.com

August 16, 2010

Mr. Ned C. Williamson, Esq.
City of Hailey
115 Main St. S., Ste. H.
Hailey, ID 83333

Re: Grant Offer for Friedman Memorial Airport
AIP Project No. 3-16-0016-036

Dear Mr. Williamson:

The Airport is in receipt of the FAA Grant Offer for the above referenced project. To facilitate the grant acceptance process, I have enclosed:

1. A copy of correspondence dated August 10, 2010 addressed to the Airport Manager from Mr. Stan Allison, Acting Manager, FAA Seattle Airports District Office. Enclosed with this correspondence is a copy of the entire Grant Agreement for your review.
2. Three original signature pages (6 of 7 of the Grant Agreement)
3. A copy of City of Hailey Resolution 2010-10. The Resolution notes AIP 35 as we originally believed the grant would be issued under one project; however, since the Resolution was adopted the projects were split into two separate grants to accommodate more efficient project management.

Please review the enclosed documents, complete the City's portion of the acceptance process and return all three signature pages to our office. I am providing the County with the same information and their original signature pages. Once I have both organization's signature pages, I will reinsert them into the original Grant Agreement and provide both the City and the County with a complete copy for use and files.

Should you have any questions, or if you need additional information, please contact our office at your earliest convenience.

Sincerely,

Lisa N. Emerick
Contracts/Finance Administrator

Enclosures

c: Barry J. Luboviski, Esq.

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U.S. Department
of Transportation
Federal Aviation Administration

Federal Aviation Administration
Northwest Mountain Region

Seattle Airports District Office
1601 Lind Avenue, S.W., Suite 250
Renton, Washington 98057-3356

August 10, 2010

Mr. Rick Baird
Airport Manager
Friedman Memorial Airport
P.O. Box 929
Hailey, Idaho 83333

Dear Mr. Baird:

Grant Offer for
Friedman Memorial Airport; Hailey, Idaho
AIP Project Number 3-16-0016-036

Enclosed are three copies of the subject grant offer. Please note that:

a. The grant offer must be accepted by each cosponsor on or before August 9, 2010.

b. The grant offer must be accepted by an official authorized by the governing agencies to do so.

c. The "Certification of Sponsor's Attorney" relates to the acceptance and, therefore, must be made **after** the Sponsor's acceptance.

d. **After execution is completed, please fax (425-227-1650) or scan and e-mail a copy of the grant agreement to your project manager not later than August 25, 2010. Also, return one originally signed copy of the grant agreement to our office by mail.**

All applicable project-related requirements pertaining to environmental analysis and approval for this grant have been met in accordance with the guidelines contained in FAA Order 5050.4B, Airport Environmental Handbook.

If you have any questions in regard to acceptance of the grant offer, please contact your project manager.

Sincerely,

Stanley C. Allison
Acting Manager, Seattle Airports District Office

Enclosures
cc: Idaho Department of Transportation, Aviation Division

Grant Agreement
Part 1 - Offer

Date of Offer: August 8, 2010

Friedman Memorial Airport
Hailey, Idaho

Project Number: 3-16-0016-036

Contract Number: DOT-FA10NM-0067

DUNS Number: 15-599-3603

To: The City of Hailey, Idaho and the Blaine County, Idaho (herein called the "Sponsor")

From: The United States of America (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated February 18, 2010, for a grant of Federal funds for a project at or associated with the Friedman Memorial Airport which Project Application, as approved by the FAA, is hereby incorporated herein and made a part hereof; and

WHEREAS, the FAA has approved a project for the Airport (herein called the "Project") consisting of the following:

Acquire snow removal equipment (SRE), including truck and rotary plow;

all as more particularly described in the Project Application.

NOW THEREFORE, pursuant to and for the purpose of carrying out the provisions of Title 49, United States Code, and in consideration of (a) the Sponsor's adoption and ratification of the representations and assurances contained in said Project Application and its acceptance of this Offer as hereinafter provided, and (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the assurances and conditions as herein provided, THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay, as the United States share of the allowable costs incurred in accomplishing the Project, ninety-five (95) percentum of all allowable Project costs.

This Offer is made on and subject to the following terms and conditions:

Conditions

1. The maximum obligation of the United States payable under this Offer shall be $545,500.00. For the purposes of any future grant amendments which may increase the foregoing maximum obligation of the United States under the provisions of Section 47108(b) of the Act, the following amounts are being specified for this purpose:

$ 0.00	for planning
$545,500.00	for airport development or noise program implementation

2. The allowable costs of the project shall not include any costs determined by the FAA to be ineligible for consideration as to allowability under the provisions of the Act.

3. Payment of the United States' share of the allowable project costs will be made pursuant to and in accordance with the provisions of such regulations and procedures as the Secretary shall prescribe. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.

4. The Sponsor shall carry out and complete the Project without undue delays and in accordance with the terms hereof, and such regulations and procedures as the Secretary shall prescribe, and agrees to comply with the assurances which were made part of the project application.

5. The FAA reserves the right to amend or withdraw this Offer at any time prior to its acceptance by the Sponsor.

6. This Offer shall expire and the United States shall not be obligated to pay any part of the costs of the project unless this Offer has been accepted by the Sponsor on or before August 25, 2010, or such subsequent date as may be prescribed in writing by the FAA.

7. The Sponsor shall take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner in any project upon which Federal funds have been expended. For the purposes of this grant agreement the term "Federal funds" means funds however used or disbursed by the Sponsor that were originally paid pursuant to this or any other Federal grant agreement. It shall obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. It shall return the recovered Federal share, including funds recovered by settlement, order, or judgment to the Secretary. It shall furnish upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share shall be approved in advance by the Secretary.

8. The United States shall not be responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.

9. Trafficking in persons:

a. **Provisions applicable to a recipient that is a private entity**.

1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not –

i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
ii. Procure a commercial sex act during the period of time that the award is in effect; or
iii. Use forced labor in the performance of the award or subawards under the award.

2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subreceipient that is a private entity –

i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either ---

A. Associated with performance under this award; or

B. Imputed to your or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 49 CFR Part 29.

b. **Provision applicable to a recipient other than a private entity.** We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity –

1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or

2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either –

i. Associated with performance under this award; or
ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at *49 CFR Part 29.*

c. **Provisions applicable to any recipient.**

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.

2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:

i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104 (g)), and

ii. Is in addition to all other remedies for noncompliance that are available to us under this award.

3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

d. **Definitions.** For purposes of this award term:

1. "Employee" means either:

i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or

ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

3. "Private entity":

i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

ii. Includes:

A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).

B. A for-profit organization.

4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

Special Conditions

10. It is mutually understood and agreed that if, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor the maximum obligation of the United States can be unilaterally reduced by letter from the FAA advising of the budget change. Conversely, if there is an overrun in the total actual eligible and allowable project costs, FAA may increase the maximum grant obligation of the United States to cover the amount of the overrun not to exceed the statutory percent limitation and will advise the Sponsor by letter of the increase. It is further understood and agreed that if, during the life of the project, the FAA determines that a change in the grant description is advantageous and in the best interests of the United States, the change in grant description will be unilaterally amended by letter from the FAA. Upon issuance of the aforementioned letter, either the grant obligation of the United States is adjusted to the amount specified or the grant description is amended to the description specified.

11. Unless otherwise approved by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for airport development or noise compatibility for which funds are provided under this grant. The Sponsor will include in every contract a provision implementing this special condition

12. It is understood and agreed that the City of Hailey, Idaho and Blaine County, Idaho authorized the execution of the Application for Federal Assistance and Standard DOT Title VI Assurances both dated February 18, 2010, on their behalf by Richard Baird, Airport Manager, and that they jointly and severally adopted and ratified the representations and assurances contained therein; and that the word "Sponsor" as used in the project application and other assurances is deemed to include the City of Hailey, Idaho and Blaine County, Idaho.

13. The Sponsor agrees to request cash drawdowns on the letter of credit only when actually needed for its disbursements and to timely reporting of such disbursements as required. It is understood that failure to adhere to this provision may cause the letter of credit to be revoked.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the Act constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

By. Stanley C. Allison
Stanley C. Allison, Acting Manager, Seattle Airports District Office

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

Executed this . . . . . day of . . . . . ., 2010.
City of Hailey, Idaho

(SEAL)

By. . . . . .
Sponsor's Designated Official Representative
Title: . . . . . .

Attest: . . . . . .
Title:. . . . . .

CERTIFICATE OF SPONSOR'S ATTORNEY

I, ..., acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Idaho. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at . . . . . this . . . . . day of . . . . . ., 2010.

. . . . . .
Signature of Sponsor's Attorney

Part II - Acceptance

The Sponsor does hereby ratify and accept all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

Executed this . . . . . day of . . . . . ., 2010.

Blaine County, Idaho

(SEAL) By. . . . . .
Sponsor's Designated Official Representative
Title:. . . . . .

Attest:. . . . . .
Title: . . . . . .

CERTIFICATE OF SPONSOR'S ATTORNEY

I, ..., acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Idaho. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor relating thereto, and find that the acceptance thereof by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and Title 49, U.S.C., Subtitle VII, Part B. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at. . . . . this . . . . . day of . . . . . ., 2010.

. . . . . .
Signature of Sponsor's Attorney

FRIEDMAN MEMORIAL AIRPORT
P.O. BOX 929 HAILEY, IDAHO 83333 • 208.788.4956 • FAX 208.788.9852 • flyfma.com

August 16, 2010

Mr. Ned C. Williamson, Esq.
City of Hailey
115 Main St. S., Ste. H.
Hailey, ID 83333

Re: Grant Offer for Friedman Memorial Airport
AIP Project No. 3-16-0016-035

Dear Mr. Williamson:

The Airport is in receipt of the FAA Grant Offer for the above referenced project. To facilitate the grant acceptance process, I have enclosed:

1. A copy of correspondence dated August 10, 2010 addressed to the Airport Manager from Mr. Stan Allison, Acting Manager, FAA Seattle Airports District Office. Enclosed with this correspondence is a copy of the entire Grant Agreement for your review.
2. Three original signature pages (6 of 7 of the Grant Agreement)
3. A copy of City of Hailey Resolution 2010-10.

Please review the enclosed documents, complete the City's portion of the acceptance process and return all three signature pages to our office. I am providing the County with the same information and their original signature pages. Once I have both organization's signature pages, I will reinsert them into the original Grant Agreement and provide both the City and the County with a complete copy for use and files.

Should you have any questions, or if you need additional information, please contact our office at your earliest convenience.

Sincerely,

Lisa N. Emerick
Contracts/Finance Administrator

Enclosures

c: Barry J. Luboviski, Esq.

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U.S. Department
of Transportation
Federal Aviation Administration

Federal Aviation Administration
Northwest Mountain Region

Seattle Airports District Office
1601 Lind Avenue, S.W., Suite 250
Renton, Washington 98057-3356

August 10, 2010

Mr. Rick Baird
Airport Manager
Friedman Memorial Airport
P.O. Box 929
Hailey, Idaho 83333

Dear Mr. Baird:

Grant Offer for
Friedman Memorial Airport; Hailey, Idaho
AIP Project Number 3-16-0016-035

Enclosed are three copies of the subject grant offer. Please note that:

a. The grant offer must be accepted by each cosponsor on or before August 9, 2010.

b. The grant offer must be accepted by an official authorized by the governing agencies to do so.

c. The "Certification of Sponsor's Attorney" relates to the acceptance and, therefore, must be made **after** the Sponsor's acceptance.

d. **After execution is completed, please fax (425-227-1650) or scan and e-mail a copy of the grant agreement to your project manager not later than August 25, 2010. Also, return one originally signed copy of the grant agreement to our office by mail.**

All applicable project-related requirements pertaining to environmental analysis and approval for this grant have been met in accordance with the guidelines contained in FAA Order 5050.4B, Airport Environmental Handbook.

If you have any questions in regard to acceptance of the grant offer, please contact your project manager.

Sincerely,

Stanley C. Allison
Acting Manager, Seattle Airports District Office

Enclosures
cc: Idaho Department of Transportation, Aviation Division

Grant Agreement
Part 1 - Offer

Date of Offer: August 9, 2010

Friedman Memorial Airport
Hailey, Idaho

Project Number: 3-16-0016-035

Contract Number: DOT-FA10NM-0066

DUNS Number: 15-599-3603

To: The City of Hailey, Idaho and the Blaine County, Idaho (herein called the "Sponsor")

From: The United States of America (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated February 18, 2010, for a grant of Federal funds for a project at or associated with the Friedman Memorial Airport which Project Application, as approved by the FAA, is hereby incorporated herein and made a part hereof; and

WHEREAS, the FAA has approved a project for the Airport (herein called the "Project") consisting of the following:

Rehabilitate parallel taxiways A and B and connector taxiways A2-A8 and B1-B5 and taxilanes (seal coat) (Phase 2), construction; Rehabilitate aprons (seal coat), (Phase 2) (Phase 2);

all as more particularly described in the Project Application.

NOW THEREFORE, pursuant to and for the purpose of carrying out the provisions of Title 49, United States Code, and in consideration of (a) the Sponsor's adoption and ratification of the representations and assurances contained in said Project Application and its acceptance of this Offer as hereinafter provided, and (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the assurances and conditions as herein provided, THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay, as the United States share of the allowable costs incurred in accomplishing the Project, ninety-five (95) percentum of all allowable Project costs.

This Offer is made on and subject to the following terms and conditions:

Conditions

1. The maximum obligation of the United States payable under this Offer shall be $218,200.00. For the purposes of any future grant amendments which may increase the foregoing maximum obligation of the United States under the provisions of Section 47108(b) of the Act, the following amounts are being specified for this purpose:

$ 0.00	for planning
$218,200.00	for airport development or noise program implementation

2. The allowable costs of the project shall not include any costs determined by the FAA to be ineligible for consideration as to allowability under the provisions of the Act.

3. Payment of the United States' share of the allowable project costs will be made pursuant to and in accordance with the provisions of such regulations and procedures as the Secretary shall prescribe. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.

4. The Sponsor shall carry out and complete the Project without undue delays and in accordance with the terms hereof, and such regulations and procedures as the Secretary shall prescribe, and agrees to comply with the assurances which were made part of the project application.

5. The FAA reserves the right to amend or withdraw this Offer at any time prior to its acceptance by the Sponsor.

6. This Offer shall expire and the United States shall not be obligated to pay any part of the costs of the project unless this Offer has been accepted by the Sponsor on or before August 25, 2010, or such subsequent date as may be prescribed in writing by the FAA.

7. The Sponsor shall take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner in any project upon which Federal funds have been expended. For the purposes of this grant agreement the term "Federal funds" means funds however used or disbursed by the Sponsor that were originally paid pursuant to this or any other Federal grant agreement. It shall obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. It shall return the recovered Federal share, including funds recovered by settlement, order, or judgment to the Secretary. It shall furnish upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share shall be approved in advance by the Secretary.

8. The United States shall not be responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.

9. Trafficking in persons:

a. **Provisions applicable to a recipient that is a private entity.**

1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not –

i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
ii. Procure a commercial sex act during the period of time that the award is in effect; or
iii. Use forced labor in the performance of the award or subawards under the award.

2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subreceipient that is a private entity –

i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either ---

A. Associated with performance under this award; or

B. Imputed to your or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 49 CFR Part 29.

b. **Provision applicable to a recipient other than a private entity.** We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity –

1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or

2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either –

i. Associated with performance under this award; or
ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at *49 CFR Part 29.*

c. **Provisions applicable to any recipient.**

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.

2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:

i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104 (g)), and

ii. Is in addition to all other remedies for noncompliance that are available to us under this award.

3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

d. **Definitions.** For purposes of this award term:

1. "Employee" means either:

i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or

ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

3. "Private entity":

i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

ii. Includes:

A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).

B. A for-profit organization.

4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

Special Conditions

10. It is mutually understood and agreed that if, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor the maximum obligation of the United States can be unilaterally reduced by letter from the FAA advising of the budget change. Conversely, if there is an overrun in the total actual eligible and allowable project costs, FAA may increase the maximum grant obligation of the United States to cover the amount of the overrun not to exceed the statutory percent limitation and will advise the Sponsor by letter of the increase. It is further understood and agreed that if, during the life of the project, the FAA determines that a change in the grant description is advantageous and in the best interests of the United States, the change in grant description will be unilaterally amended by letter from the FAA. Upon issuance of the aforementioned letter, either the grant obligation of the United States is adjusted to the amount specified or the grant description is amended to the description specified.

11. Unless otherwise approved by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for airport development or noise compatibility for which funds are provided under this grant. The Sponsor will include in every contract a provision implementing this special condition

12. It is understood and agreed that the City of Hailey, Idaho and Blaine County, Idaho authorized the execution of the Application for Federal Assistance and Standard DOT Title VI Assurances both dated February 18, 2010, on their behalf by Richard Baird, Airport Manager, and that they jointly and severally adopted and ratified the representations and assurances contained therein; and that the word "Sponsor" as used in the project application and other assurances is deemed to include the City of Hailey, Idaho and Blaine County, Idaho.

13. The Sponsor agrees to request cash drawdowns on the letter of credit only when actually needed for its disbursements and to timely reporting of such disbursements as required. It is understood that failure to adhere to this provision may cause the letter of credit to be revoked.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the Act constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

By. Stanley C. Allison
Stanley C. Allison, Action Manager, Seattle Airports District Office

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

Executed this . . . . . day of . . . . . ., 2010.

City of Hailey, Idaho

(SEAL)

By. . . . . .
Sponsor's Designated Official Representative
Title: . . . . . .

Attest: . . . . . .
Title:. . . . . .

CERTIFICATE OF SPONSOR'S ATTORNEY

I, ... , acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Idaho. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at . . . . . this . . . . . day of . . . . . ., 2010.

. . . . . .
Signature of Sponsor's Attorney

Part II - Acceptance

The Sponsor does hereby ratify and accept all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

Executed this . . . . . day of . . . . . ., 2010.

Blaine County, Idaho

(SEAL) By. . . . . .
Sponsor's Designated Official Representative
Title:. . . . . .

Attest:. . . . . .
Title: . . . . . .

CERTIFICATE OF SPONSOR'S ATTORNEY

I, ..., acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Idaho. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor relating thereto, and find that the acceptance thereof by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and Title 49, U.S.C., Subtitle VII, Part B. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at. . . . . this . . . . . day of . . . . . , 2010.

. . . . . .
Signature of Sponsor's Attorney

AGENDA ITEM SUMMARY

DATE: 8/19/2010 **DEPARTMENT:** Finance & Records **DEPT. HEAD SIGNATURE:**

SUBJECT:
Four Peaks
Alcohol Beverage License Application

AUTHORITY: ☐ ID Code _____ ☐ IAR _____ ☒ City Ordinance/Code 5.04, 5.08, 5.12
(IFAPPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:
Approval of new beer and wine license for Four Peaks. Application has been approved by HPD.

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IFAPPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:
Approve Four Peaks alcohol beverage license application.

ADMINISTRATIVE COMMENTS/APPROVAL:

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

---

ACTION OF THE CITY COUNCIL:
Date _____
City Clerk _____

FOLLOW-UP:
*Ord./Res./Agmt./Order Originals: *Additional/Exceptional Originals to: _____
Copies (all info.): Copies
Instrument # _____

1412

RECEIVED
JUL 15 2010

ALCOHOL BEVERAGE LICENSE APPLICATION

APPLICATION FOR:

Liquor	$562.50	☐	
Wine by the Drink	$200.00	☒	200
Beer by the Drink	$200.00	☒	200
Grocery Sale of Wine	$200.00	☐	
Grocery Sale of Beer	$50.00	☐	

TOTAL DUE: 400

APPLICATION IS:

New License ☒
Renewal ☐
Transfer ☐

Applicant Name: 4 Peaks Restaurants LLC

Business Name: 4 Peaks Flatbreads and Grill

Business Physical Address: 200 S. Main Street Hailey, ID 83333

Business Mailing Address: PO BOX 447 Hailey, ID 83333

Business Phone Number: 208 928-6280 / 208-333-1105

Property Owner (if different from applicant): _____

(Applicant must attach certified copy of lease showing that owner consents to sale of alcohol on premises.)

I hereby certify that the above statements are true, complete and correct to the best of my knowledge. I further certify that I have applied for and received the Idaho State Liquor License (copy attached) and the Blaine County Liquor License (copy attached).

Applicant Signature _____ Date 7-9-10

Subscribed and sworn to before me this 9 day of July, 20 10

Notary Public OR City Clerk

Residing at: Hailey

My Commission Expires 4-21-12

SANDRA P. EHRMANTRAUT
NOTARY PUBLIC
STATE OF IDAHO

Official Use Only

State License No. _____

County License No. _____

City License No. _____

Date Approved by Council _____

Chief of Police

AGENDA ITEM SUMMARY

DATE: 8/19//10 **DEPARTMENT:** Finance & Records **DEPT. HEAD SIGNATURE:**

SUBJECT:
Alcohol Beverage License Renewals

AUTHORITY: ☐ ID Code _____ ☐ IAR _____ ☒ City Ordinance/Code 5.04, 5.08, 5.12
(IFAPPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:
Annual renewal of alcohol beverage licenses, which expire each year on July 31.

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IFAPPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:
Approve the following alcohol beverage licenses, which have been approved by HPD.

Zou 75
A Taste of Thai
Fresshies
Hitchrack
Big Belly Deli
Lago Azul
Power House
Miramar
The Hailey Hotel

ADMINISTRATIVE COMMENTS/APPROVAL:

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

---

ACTION OF THE CITY COUNCIL:
Date _____
City Clerk _____

FOLLOW-UP:
*Ord./Res./Agmt./Order Originals: *Additional/Exceptional Originals to: _____
Copies (all info.): Copies
Instrument # _____

ALCOHOL BEVERAGE LICENSE APPLICATION

APPLICATION FOR:

Liquor	$562.50	☒	_____
Wine by the Drink	$200.00	☒	_____
Beer by the Drink	$200.00	☒	_____
Grocery Sale of Wine	$200.00	☐	_____
Grocery Sale of Beer	$50.00	☐	_____

TOTAL DUE: 962.50

APPLICATION IS:

New License ☐
Renewal ☒
Transfer ☐

Applicant Name: Yankee D's LLC

Business Name: ZOU 75

Business Physical Address: 416 N. Main St.

Business Mailing Address: PO 1165 Hailey

Business Phone Number: 208-788-3310

Property Owner (if different from applicant): _____

(Applicant must attach certified copy of lease showing that owner consents to sale of alcohol on premises.)

I hereby certify that the above statements are true, complete and correct to the best of my knowledge. I further certify that I have applied for and received the Idaho State Liquor License (copy attached) and the Blaine County Liquor License (copy attached).

Steve Clayton by Elgar Redman his attorney in fact — 8-11-10

Applicant Signature — Date

Subscribed and sworn to before me this 11th day of August, 20 10

Bobbi Moore

Notary Public OR City Clerk

Residing at Hailey ID

My Commission Expires 7/18/14

BOBBI MOORE NOTARY PUBLIC STATE OF IDAHO

Official Use Only

State License No. _____

County License No. _____

City License No. _____

Date Approved by Council _____

Chief of Police

ALCOHOL BEVERAGE LICENSE APPLICATION

APPLICATION FOR:

Liquor	$562.50	☐	
Wine by the Drink	$200.00	☑	
Beer by the Drink	$200.00	☑	
Grocery Sale of Wine	$200.00	☐	
Grocery Sale of Beer	$50.00	☐	

TOTAL DUE: 400

APPLICATION IS:

New License ☐
Renewal ☑
Transfer ☐

Applicant Name: PRANEE CHITNATHAM.

Business Name: A TASTE OF THAI.

Business Physical Address: 106 N. MAIN ST HAILEY ID 83333.

Business Mailing Address: PO. BOX 3634 HAILEY. ID 83333.

Business Phone Number: 208) 578-2488

Property Owner (if different from applicant): DAVID HADEN.

(Applicant must attach certified copy of lease showing that owner consents to sale of alcohol on premises.)

I hereby certify that the above statements are true, complete and correct to the best of my knowledge. I further certify that I have applied for and received the Idaho State Liquor License (copy attached) and the Blaine County Liquor License (copy attached).

P. Chitnathom
Applicant Signature

08.03.10.
Date

Subscribed and sworn to before me this 3rd day of August, 20 10

Notary Public OR City Clerk

Residing at: Gooding
My Commission Expires 04/14/16

JENNIFER PRICE
NOTARY PUBLIC
STATE OF IDAHO

Official Use Only

State License No. _____

County License No. _____

City License No. _____

Date Approved by Council _____

Chief of Police

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

15/03/Alcohol Beverage License (6/22/05)

2

ALCOHOL BEVERAGE LICENSE APPLICATION

RECEIVED
AUG 09 2010

APPLICATION FOR:

Liquor	$562.50	☐	
Wine by the Drink	$200.00	☑	
Beer by the Drink	$200.00	☑	
Grocery Sale of Wine	$200.00	☐	
Grocery Sale of Beer	$50.00	☐	

TOTAL DUE: 400.00

APPLICATION IS:

New License ☐
Renewal ☐
Transfer ☐

Applicant Name: _____

Business Name: Tressshies LLC

Business Physical Address: 122 S Main

Business Mailing Address: PO Box 2595

Business Phone Number: 208-788-3621

Property Owner (if different from applicant): Robert Mitchell

(Applicant must attach certified copy of lease showing that owner consents to sale of alcohol on premises.)

I hereby certify that the above statements are true, complete and correct to the best of my knowledge. I further certify that I have applied for and received the Idaho State Liquor License (copy attached) and the Blaine County Liquor License (copy attached).

Applicant Signature _____ Date 8-6-10

Subscribed and sworn to before me this 6 day of August, 20 10

Notary Public OR City Clerk _____

Residing at: Hailey Idaho
My Commission Expires 6/2016

JEANNIE R. TUPPER
NOTARY PUBLIC
STATE OF IDAHO

Official Use Only

State License No. _____
County License No. _____
City License No. _____
Date Approved by Council _____

Chief of Police

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

15/03/Alcohol Beverage License (6/22/05)

ALCOHOL BEVERAGE LICENSE APPLICATION

APPLICATION FOR:

Liquor	$562.50	☐	_____
Wine by the Drink	$200.00	☐	_____
Beer by the Drink	$200.00	☐	_____
Grocery Sale of Wine	$200.00	☑	_____
Grocery Sale of Beer	$50.00	☑	_____

APPLICATION IS:

New License ☐
Renewal ☑
Transfer ☐

TOTAL DUE: 250 –

Applicant Name: Nathan W. Fierma

Business Name: Hitchrack Partners HTS LLC

Business Physical Address: _____

Business Mailing Address: _____

Business Phone Number: _____

Property Owner (if different from applicant): _____

(Applicant must attach certified copy of lease showing that owner consents to sale of alcohol on premises.)

I hereby certify that the above statements are true, complete and correct to the best of my knowledge. I further certify that I have applied for and received the Idaho State Liquor License (copy attached) and the Blaine County Liquor License (copy attached).

Applicant Signature _____ Date 8/9/10

~~Subscribed~~ and sworn to before me this 9 day of August, 20 10

Jenny Hogan
Notary Public/OR City Clerk

Residing at: Hailey Idaho
My Commission Expires ~~7/25/10~~ 7/25/2011

Official Use Only

State License No. _____
County License No. _____
City License No. _____
Date Approved by Council _____

_____
Chief of Police

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

ALCOHOL BEVERAGE LICENSE APPLICATION

APPLICATION FOR:

Liquor	$562.50	☐	_____
Wine by the Drink	$200.00	☐	_____
Beer by the Drink	$200.00	☒	_____
Grocery Sale of Wine	$200.00	☐	_____
Grocery Sale of Beer	$50.00	☐	_____

APPLICATION IS:

New License ☐
Renewal ☒
Transfer ☐

TOTAL DUE: 200

Applicant Name: Tonya Schneider

Business Name: Big Belly Deli

Business Physical Address: 171 N main Hailey, ID 83333

Business Mailing Address: Same

Business Phone Number: 208-788-2411

Property Owner (if different from applicant): Jon Sofeo

(Applicant must attach certified copy of lease showing that owner consents to sale of alcohol on premises.)

I hereby certify that the above statements are true, complete and correct to the best of my knowledge. I further certify that I have applied for and received the Idaho State Liquor License (copy attached) and the Blaine County Liquor License (copy attached).

Applicant Signature _____ Date 8/13/2010

Subscribed and sworn to before me this 13th day of August, 20 10

Valerie L Thomson
Notary Public OR City Clerk

Residing at: Blaine County IDAHO
My Commission Expires 3.23.13

VALERIE L. THOMSON
NOTARY PUBLIC
STATE OF IDAHO

Official Use Only

State License No. _____
County License No. _____
City License No. _____
Date Approved by Council _____

_____
Chief of Police

ALCOHOL BEVERAGE LICENSE APPLICATION

APPLICATION FOR:

Liquor	$562.50	☐	_____
Wine by the Drink	$200.00	☐	_____
Beer by the Drink	$200.00	☒	_____
Grocery Sale of Wine	$200.00	☐	_____
Grocery Sale of Beer	$50.00	☐	_____

APPLICATION IS:

New License ☐
Renewal ☐
Transfer ☐

TOTAL DUE: 200

Applicant Name: Sandra E Castillo

Business Name: Lago Azul Mexican Rest

Business Physical Address: 14 W Croy St Hailey ID.

Business Mailing Address: Same

Business Phone Number: (208) 578-1700

Property Owner (if different from applicant): Tim Edgar.

(Applicant must attach certified copy of lease showing that owner consents to sale of alcohol on premises.)

I hereby certify that the above statements are true, complete and correct to the best of my knowledge. I further certify that I have applied for and received the Idaho State Liquor License (copy attached) and the Blaine County Liquor License (copy attached).

Sandra E Castillo
Applicant Signature

8/16/2010
Date

Subscribed and sworn to before me this 16 day of August, 20 10

Notary Public OR City Clerk

Residing at: Hailey

My Commission Expires 4.21.12

SANDRA P. EHRMANTRAUT
NOTARY PUBLIC
STATE OF IDAHO

Official Use Only

State License No. _____

County License No. _____

City License No. _____

Date Approved by Council _____

Chief of Police

ALCOHOL BEVERAGE LICENSE APPLICATION

APPLICATION FOR:

Liquor	$562.50	☑	
Wine by the Drink	$200.00	☑	
Beer by the Drink	$200.00	☑	
Grocery Sale of Wine	$200.00	☐	
Grocery Sale of Beer	$50.00	☐	

APPLICATION IS:

New License ☐
Renewal ☒
Transfer ☐

TOTAL DUE: _____

Applicant Name: Mobile Cycle Repair Inc.

Business Name: Power House

Business Physical Address: 411 N Main St

Business Mailing Address: 411 N Main St

Business Phone Number: 208 788-9184

Property Owner (if different from applicant): Viva Associates

(Applicant must attach certified copy of lease showing that owner consents to sale of alcohol on premises.)

I hereby certify that the above statements are true, complete and correct to the best of my knowledge. I further certify that I have applied for and received the Idaho State Liquor License (copy attached) and the Blaine County Liquor License (copy attached).

Applicant Signature _____ Date 8-9-10

Subscribed and sworn to before me this 9 day of August, 20 10

Charlotte Westendorf
Notary Public OR City Clerk

Residing at: Hailey, ID
My Commission Expires October 19, 2012

CHARLOTTE WESTENDORF
Notary Public
State of Idaho

Official Use Only

State License No. _____

County License No. _____

City License No. _____

Date Approved by Council _____

_____
Chief of Police

ALCOHOL BEVERAGE LICENSE APPLICATION

APPLICATION FOR:

Liquor	$562.50	☒	
Wine by the Drink	$200.00	☒	
Beer by the Drink	$200.00	☒	
Grocery Sale of Wine	$200.00	☐	
Grocery Sale of Beer	$50.00	☒	

TOTAL DUE: _____

APPLICATION IS:

New License ☐
Renewal ☑
Transfer ☐

Applicant Name: HAILEY HOTEL, LLC

Business Name: HAILEY HOTEL BAR AND GRILL

Business Physical Address: 201 MAIN ST. S.

Business Mailing Address: 201 MAIN ST, S.

Business Phone Number: 208 788-3140

Property Owner (if different from applicant): _____

(Applicant must attach certified copy of lease showing that owner consents to sale of alcohol on premises.)

I hereby certify that the above statements are true, complete and correct to the best of my knowledge. I further certify that I have applied for and received the Idaho State Liquor License (copy attached) and the Blaine County Liquor License (copy attached).

Applicant Signature _____ Date 8/18/10

Subscribed and sworn to before me this 18 day of August, 2010

Deborah A Guthrie
Notary Public OR City Clerk

Residing at: Alpine Wyoming
My Commission Expires 7-1-2011

DEBORAH A. GUTHRIE - NOTARY PUBLIC
COUNTY OF LINCOLN
STATE OF WYOMING
MY COMMISSION EXPIRES 7-1-2011

Official Use Only

State License No. _____
County License No. _____
City License No. _____
Date Approved by Council _____

_____
Chief of Police

ALCOHOL BEVERAGE LICENSE APPLICATION

APPLICATION FOR:

Liquor	$562.50	☐	
Wine by the Drink	$200.00	☑	200.00
Beer by the Drink	$200.00	☑	200.00
Grocery Sale of Wine	$200.00	☐	
Grocery Sale of Beer	$50.00	☐	

TOTAL DUE: 400.00

APPLICATION IS:

New License ☐
Renewal ☐
Transfer ☐

Applicant Name: Jose Varela

Business Name: Miramar Mexican Restaurant

Business Physical Address: 401 S. Main St - Hailey, ID

Business Mailing Address: 401 S. Main St Hailey ID

Business Phone Number: 208-788-4060

Property Owner (if different from applicant): Jeff Engelhardt

(Applicant must attach certified copy of lease showing that owner consents to sale of alcohol on premises.)

I hereby certify that the above statements are true, complete and correct to the best of my knowledge. I further certify that I have applied for and received the Idaho State Liquor License (copy attached) and the Blaine County Liquor License (copy attached).

Applicant Signature

8-19-10
Date

Subscribed and sworn to before me this 19th day of August, 20 10

Jennifer L. Maddox
Notary Public OR City Clerk

Residing at: Hailey
My Commission Expires 4-21-2014

JENNIFER L MADDOX
Notary Public
State of Idaho

Official Use Only

State License No. _____

County License No. _____

City License No. _____

Date Approved by Council _____

_____
Chief of Police

AGENDA ITEM SUMMARY

DATE: 8/23/2010 **DEPARTMENT:** Administration **DEPT. HEAD SIGNATURE:** HD

SUBJECT
Ratification of request for donation for rodeo grounds redevelopment project from Wattis-Dumke Foundation, and approval of terms of agreement for use of donated funds.

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

BACKGROUND:

Mr. Dumke offered a donation from the Wattis-Dumke Foundation of $4,500. His foundation requires an application and certain general terms of agreement, namely that the funds be used as described in the application. We completed the application and subsequently received the donation. Those funds are included the total donations report attached.

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

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:

Move to authorize application for and receipt of $4,500 grant for Hailey Rodeo Grounds Redevelopment Project (Hailey Rodeo Park), with approval of agreement to use the funds on the project as agreed.

FOLLOW UP NOTES:

Hailey Rodeo Park Fundraising Campaign

Total Contributions January 19 - August 18, 2010

$	45,175	Hailey Parks Foundation
	14,820	City of Hailey
$	**59,995**	**Total Contributions**
	170	Total Number of contributers
$	302.80	Average contribution
$	**9,195**	**Total raised from Hailey postal addresses**
	77	Number of contributers
$	118.44	Average contribution

Total Contributions by postal addresses

$	2,100	4.6%	Bellevue (inc Gannett)
	45	0.1%	Carey
	9,195	20.4%	Hailey
	27,375	60.6%	Ketchum
	17,555	38.9%	Sun Valley
	3,725	8.2%	Other
$	**458**		**Button Sales**
$	**2,800**		**Total Pledges January 19 - August 18, 2010**
$	**50,000**		**Total Grants January 19 - August 18, 2010**
$	**113,253**		**Grand Total Fundraising**

Totals by designation by donors

$	65,880	58.2%	Multi-use Event Arena
	157	0.1%	Skate Plaza
	2,462	2.2%	Hailey Ice
	-	0.0%	Visitors Center
	275	0.2%	Historic Display
	275	0.2%	Green Space
	342	0.3%	Public Art
	43,863	38.7%	Unrestricted
$	**113,253**		

Wattis Dumke Foundation
Post Office Box 831
Ketchum, ID 83340

August 4, 2010

RECEIVED
AUG 0 9 2010

FILE HD B. Keefer

Hailey Rodeo Park Foundation
Attention: Heather Dawson
115 South Main, Suite H
Hailey ID 83333

Please find enclosed a check from the Wattis Dumke Foundation.

This donation was made to your organization after review of the application and agreement that was submitted by your organization to the Wattis Dumke Foundation. By cashing this check you are re-affirming your acceptance of the terms and conditions of that application and agreement.

Any public recognition of the granted funds should be to the Wattis Dumke Foundation.

We ask that you deposit your check as soon as possible. Checks that have not cleared our account within 60 days may be voided.

Sincerely,

Edmund E. Dumke
President, Wattis Dumke Foundation
208-726-8008
edumke@mac.com

Wattis Dumke Foundation
Grant Application and Agreement

Revised 5/21/2008

This "Application and Agreement" is made between The Wattis Dumke Foundation and City of Hailey (Organization Name, herein called the "Applicant"). In consideration of the grant that may be made by the Wattis Dumke Foundation to the Applicant, and the Applicant's promises herein contained, the following understandings shall be binding. The Applicant does hereby submit the following information and makes the following representations:

1. The address, telephone number and principal officers of the Applicant are:

Street Address: 115 South Main Street

Mailing Address: 115 South Main Street

City, State Zip: Hailey, Idaho 83333

Telephone: 208-788-4221 ext 18

Name of President: Mayor Rick Davis

Name of Primary Contact: Heather Dawson

Position of Primary Contact: Hailey City Administrator

E-mail Address of Primary Contact: heather.dawson@haileycityhall.org

2. Dollar amount requested from the Wattis Dumke Foundation: $ 4,500

3. Use of Granted Funds. In the event the Wattis Dumke Foundation approves a grant to the Applicant, the latter agrees to use said granted funds strictly for the proposed use of funds as set forth below, submitted by the Applicant to the Wattis Dumke Foundation. If the funds are not used as specified in this agreement within one year of being received by the Applicant, or are otherwise diverted from the intended use, the applicant agrees to notify the Wattis Dumke Foundation immediately. The Applicant will promptly repay to the Wattis Dumke Foundation any portion of the amount granted which is not used by the Applicant for the purposes specified in the grant Application and Agreement or, in the discretion of the Wattis Dumke Foundation, will hold such portion for repayment or distribution at the direction of the Wattis Dumke Foundation. The Applicant agrees to provide any and all requested post grant information regarding the disposition of funds in a timely manner.

3.1 Effectiveness. In the event that the Wattis Dumke Foundation approves a grant to the Applicant, the parties agree that this Application and Agreement shall be in full force and effect pertaining to the granted funds. This Application and Agreement is being made to constitute a legally binding and enforceable agreement on the part of the Applicant to use any funds donated to it by the Wattis Dumke Foundation strictly in accordance with the proposed use as set forth below and to perform other promises contained herein.

3.2 Grant Conditioned on Express Approval By Directors of the Wattis Dumke Foundation. The execution of this Application and Agreement shall not be deemed to constitute a promise, commitment or duty on the part of the Wattis Dumke Foundation to make a grant to the Applicant. The Application and Agreement is being executed as a proposed Application and Agreement, solely for the purposes of becoming effective in the event the Wattis Dumke Foundation does in fact approve a grant to the Applicant. The evidence of such approval shall be formal action by the Directors of the Wattis Dumke Foundation, and notice of such action by the Directors of the Wattis Dumke Foundation being transmitted in writing to the Applicant.

4. You must provide a concise synopsis of the proposed use of funds in this space:

Working with its Parks & Lands Board, the Sawtooth Rangers, Hailey Ice and other volunteer groups, the City of Hailey, owner of the Rodeo Grounds and the Hailey Skatepark, has adopted a Master Plan for the entire rodeo grounds property that creates diverse year-round recreational activities for all ages in our community.

The Hailey Rodeo Grounds is an integral part of the City of Hailey. The grounds have been leased to Sawtooth Rangers for 63 years, since 1947. The 4th of July Rodeo is an institution and the old arena is an icon.

Hailey Ice, Inc. has recognized the need for refrigerated ice and has been raising funds for a facility to this end for over a decade. After several extensive searches, a shared location with combined arena and ice facilities emerged as the best solution. Redevelopment of the property was called out by the community as its priority goal in a 2008 community survey and approved by 71% of Hailey voters in May 2010 General Obligation Bond of $3.5 million.

Combining these facilities on City-owned land in a public/private partnership creates a unique recreational center in the heart of Hailey. In addition, expanding the Skatepark and increasing the green space surrounding it enhances the entrance to Hailey. The Interpretive/Visitors' Center will welcome all to our vital community and preserve the heritage of the site.

The contribution of the Wattis Dumke Foundation would be utilized for the construction of this combined recreational facility. Donated funds are being utilized for approximately half the construction costs of the entire $7 million project.

In witness whereof the Applicant has signed this instrument on:

Dated: July 14, 2010

Applicant: City of Hailey
(**Name** of Applicant Organization)

By: Heather Dawson
(**Signature** of Applicant Representative)

Heather Dawson, Hailey City Administrator
(**Name** and Position of Applicant Representative)

Attest:
(**Signature** of Corporate Secretary of Applicant Organization)

CITY OF HAILEY Seal BLAINE COUNTY, IDAHO

Note: This application must be signed, scanned, and submitted to your contact at the Wattis Dumke Foundation via email as a .pdf document.

AGENDA ITEM SUMMARY

DATE: 08/19/2010 **DEPARTMENT:** Library **DEPT. HEAD SIGNATURE:** LeAnn Gelskey

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SUBJECT

Community Preparedness Day grant sponsored by the National Network of Libraries of Medicine

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AUTHORITY: ☐ ID Code ☐ IAR _____ ☐ City Ordinance/Code _____

BACKGROUND:

The purpose of the Community Preparedness Day Award is to assist libraries in becoming active partners in the community's emergency preparedness, response and recovery planning activities. Participation in Community Preparedness Day projects will help make libraries part of a nationwide effort to encourage Americans to take simple steps to prepare for emergencies in their homes, businesses and schools.

A "mini-fair" will be held at the library with community partners to educate and train our citizens concerning emergency preparedness.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS
Budget Line Item # 1004541549 (Special Projects/Grants)YTD Line Item Balance $_____

The award is $5,000 and would be used to purchase materials for display kits, information including printing and publishing of materials and other ideas to be determined at a later time. Any additional funding could be used to offset personnel costs.

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS:

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

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RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to ratification grant application funded by National Network of Libraries of Medicine.
Council approved the submission at August 9, 2010 meeting. Application was submitted August 19, 2010.

FOLLOW UP NOTES:

COMMUNITY PREPAREDNESS DAY AWARD APPLICATION

1. **Institution: Hailey Public Library**

2. **Project Manager: LeAnn Gelskey**

3. **Position Title: Director**

4. **Email Address:** lgelskey@haileypubliclibrary.org

5. **Mailing Address: 7 West Croy Hailey ID 83333**

6. **Telephone: (208) 788-2036**

7. **Fax: (208) 788-7646**

8. **Project Title: Ready Hailey**

9. **Summary:**

The Hailey Public Library will partner with local agencies and community organizations to host "Ready Hailey" with information specific to emergency preparedness and planning for Hailey residents. It is the goal of the City of Hailey and the Hailey Public Library to provide the information and tools that will enable the community to be better prepared for an emergency. Hailey will use the information and tools provided as part of FEMA's "Ready America" campaign and will provide a limited number of 72-hour emergency preparedness kits. In addition, Hailey will provide customized local emergency information. Each project partner will bring specialized information, checklists, phone numbers and suggestions for preparedness.

10. **Describe the community you will be reaching:**

The community of Hailey, Idaho is the county seat of Blaine County. It is located 11 miles south of the resort communities of Ketchum and Sun Valley. Hailey has an estimated population of 8,000 people, of which about 15% are Latino. Blaine County has an estimated population of 22,000 with 2,000,000 annual visitor days. The Hailey

community consists largely of families (married residents with children 30.57%). Patrons of the Hailey Public Library range from preschool age to the elderly. Since this is one of the library's first events of this nature, it is hard to estimate how many might attend. However, the library is confident of its ability to generate enough attendance to distribute 200 emergency kits.

Two recent emergency events have led Hailey to take a strong proactive role in addressing emergency preparedness. On Christmas Eve and Christmas Day 2009, Hailey experienced a major power outage. In Hailey, the average temperature in January is 8 degrees Fahrenheit, and the populace is largely reliant on either electricity or natural gas for heat. Both of the power lines coming into Hailey failed, and extreme cold temperatures and fog hampered reinstatement of service until late Christmas Day. Had service not been restored at that time, another night with no electricity would have resulted in life-threatening conditions and a large-scale emergency event. The second recent emergency event was a wildland fire. The 2007 Castle Rock Fire damaged an area in excess of 45,000 acres and resulted in intermittent voluntary and mandatory evacuation orders throughout the three-week peak of the event. These events emphasize the need to increase the knowledge and self-reliance of Hailey citizens in the event of an emergency.

Hailey's fire and police departments take the lead in emergency planning and response at the city level, and both departments have extensive training in this regard. Hailey is currently developing a Local Energy Assurance Plan and is working with the Local Emergency Planning Committee on emergency planning and response issues. Hailey is also working with Idaho Power on its plan to build redundancy into the power transmission system. And Hailey is working hard to incentivize energy efficiency and renewable energy system deployment in the city.

A missing piece in Hailey's emergency preparedness efforts is a strong outreach component to citizens which identifies both citizen and government roles in various types of emergencies and trains practical steps to take before, during and after emergency events. This grant will assist Hailey in launching an emergency preparedness outreach program.

11. What organizations will participate in your Community Preparedness Day Activities?

- Hailey Fire Department
- Hailey Police Department
- Idaho Power
- Intermountain Gas
- St. Luke's Wood River Medical Center
- Blaine Co. Disaster Services
- La Alianza Multicultural Center
- Boy Scouts (local troop)
- LDS Church
- Catholic Church
- Red Cross
- National Weather Service

12. Describe your Community Preparedness Day activity or activities.

The Hailey Public Library will host Ready Hailey with local agencies and community organizations to educate Hailey residents about preparing and planning for emergency situations. Ready Hailey is scheduled as a half-day event that will take place in the library on October 23, 2010.

Hailey will capitalize on the work already done by FEMA with its Ready America campaign. The numerous planning and informational materials on the Ready America website will be utilized, as well as the instructional videos that reside on this website. The Ready America print materials to be utilized include the following:

- Family Emergency Plan (Brochure)
- Family Emergency Planning Tool
- Preparing Makes Sense. Get Ready Now. (Brochure)
- Emergency Supply List (Brochure)
- Older Americans, Pet Owners and Disabilities and Special Needs (Brochures)
- Ready Kids Activity Book and Poster

The Ready America videos to be shown at scheduled times throughout the event include:

- Ready America (for general audience)
- Ready Pets
- Americans with Disabilities
- Older Americans

In addition, Hailey will prepare and provide customized local emergency information specific to Hailey residents. Project partners will assist with providing this information and will work with Hailey to provide streamlined, easy to use materials that can be distributed to participants. Project partners will be in attendance the day of the event to talk about emergency preparedness issues, distribute materials and answer participant questions.

Hailey will prepare and distribute 200 72-hour emergency kits to participants, and will also design, produce and distribute 250 refrigerator magnets printed with local emergency contact information. Half of the emergency kits will be assembled by volunteers in advance of the event. The other 100 kits will be assembled by participants as a hands-on activity during the event.

The library will create a usable display of library reference materials in support of the event, which will include materials related to emergency preparedness. The materials will be displayed in the library for the month of October.

13. How will you evaluate your project?

The overall goal of Hailey's outreach project is to have the community be better prepared for an emergency. The outcomes of this goal include the following:

- Participants will have a better understanding of how to access information, both in an emergency and in planning or preparing for an emergency.
- Participants will have an improved knowledge of emergency preparedness and planning.
- Participants will better know what to do in an emergency.

Hailey will evaluate whether the project achieved these outcomes by carrying out the following:

- At the beginning of the event, participants will sign in and self-assess their 1) level of knowledge of what to do in an emergency, 2) level of emergency preparedness in their home, and 3) level of knowledge of how to access emergency information.
- At the end of the program, an email questionnaire will be sent to all participants asking for a post-program self-assessment of these same topics. This information will be used as a measure of the event's success and to plan and refine ongoing community preparedness outreach activities and tools.

14. How will you spend the award?

	Grant Funding	In-Kind Contributions
72-Hour Emergency Kits / 200 @ $11.40/ea (Event Takeaway)	$2,280.00	
Refrigerator Magnets / 250 @ $2.08/ea (Event Takeaway)	520.00	
Advertising / 2x @ $200/ea	400.00	
Brochures/literature (Reproduction Costs)	500.00	
Brochures/Literature (Donated by Project Partners)		$200.00
Library Staff Time 100 hours @ 20/hr	1,300.00	700.00
Donated Time 44 hours @ 7.25/hr - emergency kit assembly = 20 hours - day of event / 4 hours x 6 partners = 24 hours		319.00
Donated Goods (pending)		100.00
TOTAL	**$5,000.00**	**$1,319.00**

Submit application in electronic format to:

Gail Kouame, Consumer Health Coordinator
National Network of Libraries of Medicine
Pacific Northwest Region (NN/LM PNR)
University of Washington
Box 357155
Seattle, WA 98195
Phone: 1-800-338-7657 (AK, ID, MT, OR, and WA)
Email: gmarie@uw.edu