

AGENDA ITEM SUMMARY

DATE: 4-7-14

DEPARTMENT: Legal

DEPT. HEAD SIGNATURE: _____

SUBJECT:

Friedman Memorial Airport Grant for the Runway Safety Area Project (AIP 40) with Resolution No. 2014-24

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

The Friedman Memorial Airport Authority has requested Hailey to execute the attached Resolution No. _____ which would authorize the execution of a grant application for \$22,503,750 for Phase 2 of the Runway Safety Area project. The attached letter from Jim Laski explains the request.

Ned

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Make a motion to approve Resolution No. 2014-24 and authorize the mayor to sign Resolution No. 2014-24

FOLLOW-UP REMARKS:

LAWSON LASKI CLARK & POGUE, PLLC
ATTORNEYS AT LAW

675 SUN VALLEY ROAD, SUITE A
POST OFFICE BOX 3310
KETCHUM, IDAHO 83340
TELEPHONE: 208-725-0055
FACSIMILE: 208-725-0076
WWW.LAWSONLASKI.COM

James R. Laski
Jrl@lawsonlaski.com

April 3, 2014

VIA EMAIL

Email: wlo@cox-internet.com

Ned C. Williamson, Esq.
City Attorney
City of Hailey
115 S. Main Street
Suite H
Hailey, Id 83333

Re: Friedman Memorial Airport/Grant of Federal Funds (AIP 40)

Dear Ned:

The Friedman Memorial Airport Authority, through its sponsors Blaine County and the City of Hailey, has applied for a federal grant. The grant for AIP 40 is in the amount of \$22,503,750.00. The grant is to be used for Phase 2 of the Friedman Memorial Airport Runway Safety Area (RSA) Improvements, including relocation of taxiways and associated reconfiguration of airport buildings.

As you know, in order for the Authority to receive the federal funds, the City of Hailey must execute a resolution authorizing the Application, adopting and ratifying the representations and assurances contained in the Application and authorizing the Mayor to execute the grant. To that end, I have enclosed a proposed Resolution authorizing Fritz and Mary to execute the necessary documentation on behalf of the City.

As usual, the FAA has given us very little notice so if the proposed Resolution authorizing receipt of the grant meets with your approval, I would appreciate it if you would present it to the City Council for its consideration at its meeting on April 7, 2014. If the Council approves the Resolution, please notify Lisa Emerick at the Airport (788-9003).

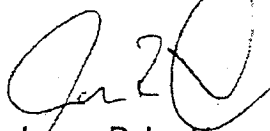
11436-001

Ned C. Williamson, Esq.
Hailey City Attorney
April 3, 2014
Page 2

If you have any questions or if I can provide any further information, please do not hesitate to contact me at your earliest convenience. Thank you for your assistance.

Sincerely,

LAWSON LASKI CLARK & POGUE, PLLC



James R. Laski

JRL/dle
Enclosure
cc: Client

CITY OF HAILEY RESOLUTION NO. 2014-24
BEFORE THE CITY COUNCIL OF HAILEY, IDAHO

A RESOLUTION OF THE CITY OF HAILEY, AS CO-SPONSOR OF THE FRIEDMAN MEMORIAL AIRPORT, AUTHORIZING THE EXECUTION OF THE APPLICATION FOR FEDERAL ASSISTANCE DATED MARCH 20, 2014, AND THE STANDARD DOT TITLE VI ASSURANCES DATED MARCH 20, 2014, AND ADOPTING AND RATIFYING THE REPRESENTATIONS AND ASSURANCES CONTAINED THEREIN, AND FURTHER AUTHORIZING THE MAYOR OF THE CITY OF HAILEY TO RATIFY, ACCEPT AND EXECUTE THE GRANT OF FEDERAL FUNDS FOR A PROJECT AT, OR ASSOCIATED WITH, THE FRIEDMAN MEMORIAL AIRPORT (AIP-40).

WHEREAS, the City of Hailey, along with the County of Blaine, Idaho, as Sponsors of the Friedman Memorial Airport, have submitted a Project Application dated March 20, 2014 to the Federal Aviation Administration, U.S. Department of Transportation, for a grant of Federal funds for a project at, or associated with, the Friedman Memorial Airport, which Project Application has been approved by the FAA. Such project consists of Runway Safety Area (RSA) Improvements, Phase 2.

WHEREAS, the City Council hereby authorizes the execution of the Application for Federal Assistance dated March 20, 2014, and Standard DOT Title VI Assurances dated March 20, 2014, on its behalf, as Co-Sponsor of the Friedman Memorial Airport, along with Blaine County, Idaho, by Richard R. Baird, Airport Manager.

WHEREAS, the City Council hereby adopts and ratifies the representations and assurances contained in the Application for Federal Assistance, and the Standard DOT Title VI Assurances, both dated March 20, 2014.

WHEREAS, the City Council hereby authorizes the Mayor to ratify, accept and execute said Grant of Federal funds for the above-stated project, and as Co-Sponsor, further adopts and ratifies any terms and conditions of such Grant.

ADOPTED AND APPROVED this ___ day of _____, 2014.

By _____
The Honorable Fritz X. Haemmerle
Mayor, City of Hailey

ATTEST:

Mary Cone
City Clerk

AGENDA ITEM SUMMARY

DATE: 04/7/2014 DEPARTMENT: Admin/Legislative DEPT. HEAD SIGNATURE: HD

SUBJECT:

Motion to authorize Employee Assistance Program Benefits (EAP) to the list of eligible benefits available to Hailey Paid-On-Call firefighters.

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

Hailey Personnel Handbook Sections I.B.3 and IV.E.

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

Hailey's Personnel Handbook provides that the city may elect to pay for benefits for employees, even when the employees are not 30+-hour per week employees.

I. City of Hailey Government

B. Employee Classification. 3. "Part-time non-exempt employees" are those who regularly work less than 30 hours per week. They are not eligible for city benefits, except certain benefits specifically designed and approved by the city council for this class of employees.

IV Benefits

E. **Additional Benefits.** The City of Hailey may provide access to but not pay for other benefits. The City may also provide paid benefits in addition to these listed at the discretion of the City Council. A schedule of optional benefits, both paid and unpaid, available to employees is available from the City Clerk's office.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

Budget Impact – Chief Aberbach delayed the replacement hire of the fire inspector until he had enough retained salary funds to pay for this \$720 per year cost.

Already on the list of paid benefits for Hailey part-time employees is the Air St Lukes Air Ambulance membership. An additional benefit requested by Chief Aberbach is an Employee Assistance Program benefit, or EAP. For a monthly cost of \$60, the entire body of volunteer firefighters can receive access to counseling services for themselves and their families. When an event arises that requires professional assistance, the volunteers struggle to find help and are not available to their service. Chief Aberbach believes this benefit will pay for itself several times over.

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

<input type="checkbox"/> City Attorney	<input type="checkbox"/> Finance	<input type="checkbox"/> Licensing	<input type="checkbox"/> Administrator
<input type="checkbox"/> Library	<input type="checkbox"/> Community Development	<input type="checkbox"/> P&Z Commission	<input type="checkbox"/> Building
<input type="checkbox"/> Police	<input type="checkbox"/> Fire Department	<input type="checkbox"/> Engineer	<input type="checkbox"/> W/WW
<input type="checkbox"/> Streets	<input type="checkbox"/> Parks	<input type="checkbox"/> Public Works	<input type="checkbox"/> Mayor

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to authorize Employee Assistance Program Benefits (EAP) to the list of eligible benefits available to Hailey Paid-On-Call firefighters.

ACTION OF THE CITY COUNCIL:

Date _____

City Clerk _____

FOLLOW-UP:

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

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

AGENDA ITEM SUMMARY

DATE: 4-7-14

DEPARTMENT: Legal

DEPT. HEAD SIGNATURE: _____

SUBJECT:

Syringa Mountain School Development Impact Fee Agreement w/ Resolution 2014-25

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

Syringa Mountain School is submitting a building permit to construct school room improvements at 4021 Glenbrook. Our Development Impact Fee Ordinance requires payment of development impact fees at the time of a building permit unless otherwise provided in an agreement by the city and the applicant. The development impact fee for a school is based on the number of students. Syringa has asked for relief from paying now because it is not certain of the precise number of students. So, this agreement allows the development impact fees to be paid in September, 2014, once the enrollment is known. In addition, the agreement allows for a re-evaluation of development impact fees in four years. The school has a four year lease with two options to renew for four years. In other words, the school could relocate or remain at the present site.

Ned

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Make a motion to approve Resolution No. _____ and the Development Impact Fee Agreement and to authorize the mayor to sign Resolution No. _____ and the Development Impact Fee Agreement.

FOLLOW-UP REMARKS:

**CITY OF HAILEY
RESOLUTION NO. 2014-25**

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY
AUTHORIZING THE EXECUTION OF A DEVELOPMENT IMPACT FEE
AGREEMENT WITH SYRINGA MOUNTAIN SCHOOL FOR DEFERRED PAYMENT
OF THE FEES TO THE CITY OF HAILEY UNTIL SCHOOL REGISTRATION
NUMBERS ARE KNOWN.**

WHEREAS, the City of Hailey desires to enter into a Development Impact Fee Agreement with Syringa Mountain School for deferred payment of these fees until school registration is known.

WHEREAS, the City of Hailey and Syringa Mountain School have agreed to the terms and conditions of the Development Impact Fee Agreement, 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 Development Impact Fee Agreement between the City of Hailey and Syringa Mountain School and that the Mayor is authorized to execute the attached Agreement,

Passed this 4th day of April, 2014.

City of Hailey

Fritz X. Haemmerle, Mayor

ATTEST:

Mary Cone, City Clerk

DEVELOPMENT IMPACT FEE AGREEMENT

This Development Impact Fee Agreement ("Agreement") is entered into this ___ day of April, 2014 by and between the City of Hailey ("City") and Wood River Waldorf Methods School, Inc., a public charter school, an Idaho non-profit corporation Syringa Mountain School, an Idaho non-profit corporation ("Syringa").

RECITALS

A. Syringa is a charter school with authority under Idaho law to provide education to students grades K through 8. Syringa is the lessee of that certain real estate located at 4021 Glenbrook (the "Property"). Syringa has applied to City to develop the Property by constructing improvements thereon for the purpose of operating a charter school (K through 5) to be known as the Syringa Mountain School, beginning on or about September 2, 2014.

B. City has adopted Chapter 15.16 of the Hailey Municipal Code ("Development Impact Fee Ordinance") which generally authorizes the imposition of development impact fees.

C. Pursuant to Section 15.16.070.01(C) of the Hailey Municipal Code, Syringa is required to pay development impact fees at the time a building permit is issued unless Syringa and City have otherwise agreed upon in writing.

D. Under the Development Impact Fee Ordinance, Syringa is required to pay \$141 per elementary school student and \$180 per secondary school student.

E. Syringa will not be certain of the enrollment of the Syringa Mountain School until school begins in September, 2014.

F. Under the plans submitted with the application for a building permit, Syringa will be authorized to build two (2) kindergarten classrooms with a maximum capacity of twenty (20) students per classroom and five (5) classrooms for grades 1 through 5 with a maximum capacity of twenty five (25) students per classroom for a total capacity of one hundred sixty five (165) students for the school year 2014/15. Thereafter, Syringa intends to provide one (1) classroom per year for the next three (3) years for grades 6 (elementary), 7 and 8 (secondary), respectively, with a total additional maximum capacity of seventy five (75) students. Syringa presently has a lease agreement for a period of four (4) years with options to renew for two (2) additional four (4) year terms and an option to purchase. Syringa presently intends to operate the Syringa Mountain School at the Property for a minimum of four (4) years, after which time Syringa intends to construct a school for elementary and secondary students elsewhere in the City of Hailey, or remain at the Property under the terms of the lease agreement..

G. As authorized under the Development Impact Fee Ordinance, the parties wish to memorialize the payment schedule of development impact fees.

AGREEMENT

NOW THEREFORE, in consideration of the above recitals which are incorporated herein, and the mutual covenants and agreements herein contained and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Payment of Development Impact Fees at Leased Property. The amount of development impact fees for the development at the Property shall be calculated based on the number of students enrolled in the Syringa Mountain School on September 2, 2014. The development impact fees calculated under this paragraph 1 shall be paid by Syringa to the City on or before September 2, 2014. By way of example only, if the Syringa Mountain School enrolls 165 elementary students in school year 2014/15. Syringa will be required to pay \$24,202 on or before September 1, 2014.

2. Payment of Development Impact Fees for Alternative Location. In the event, Syringa relocates the charter school presently known as the Syringa Mountain School to an alternative location, regardless whether Syringa constructs a new facility or remodels an existing structure, or accepts more students at the Property beginning in school year 2018/19 beyond the number of students enrolled in school year 2014/15, Syringa may be required to pay additional development impact fees. Once enrollment is determined at the beginning of the 2018/19 school year at an alternative location in the City of Hailey or at the Property, the parties shall calculate the development impact fees by adding the product of the number of elementary students (K through 6) multiplied by the fee for elementary students to the product of the number of secondary students (7 and 8) multiplied by the fee for secondary students. The fee for elementary and secondary students calculated in this paragraph 2 shall be based on the fee in effect on the beginning date of school year 2018/19. Within fifteen (15) days of the determination of the number of elementary and secondary students as set forth herein, Syringa shall pay the difference between the development impact fees paid as calculated in this paragraph 2 and the development impact fees paid as calculated in paragraph 1, above. If the development impact fees calculated under this paragraph 2 is less than the development impact fees calculated under paragraph 1, above, Syringa will not be required to pay any development impact fees, nor shall a refund of development impact fees be required. By way of example only, assuming the Syringa Mountain School enrolls 190 elementary students (K through 6) and 50 secondary students (grades 7 and 8) in school year 2018/19, and assuming the impact fees for school year 2018/19 are the same as the present development impact fees, Syringa will be required to pay \$26,790 (elementary students) plus \$9,000 (secondary students) less \$24,202 (school year 2014/15 payment), for a net payment of \$11,588 due in school year 2018/19.

3. Miscellaneous.

3.1 Waiver. A waiver by either party of any one or more of the covenants or conditions hereof shall apply solely to the breach and breaches waived and shall not bar any other rights or remedies of City or Syringa as applied to any subsequent breach of any such or other covenants and conditions.

3.2 Attorney Fees. Should any litigation be commenced between the parties hereto concerning the interpretation or enforcement of this Agreement, the prevailing party shall be entitled, in addition to any other relief as may be granted, to court costs and reasonable attorney's fees as determined by a Court of competent jurisdiction.

3.3 Time is of the Essence. The parties hereto acknowledge and agree that time is strictly of the essence with respect to each and every term, condition and provision hereof, and that the failure to timely perform any of the obligations hereunder shall constitute a breach of and a default under this Agreement by the party so failing to perform.

3.4 Binding upon Successors. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns, including City's corporate authorities and their successors in office.

3.5 Final Agreement. This Agreement sets forth all promises, inducements, agreements, conditions and understandings between Syringa and City relative to the subject matter hereof and there are no promises, agreements, conditions or understandings, oral or written, express or implied, between Syringa and City, other than as stated herein. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the parties hereto unless reduced to writing and signed by them or their successors in interest or their assign.

3.6 Invalid Provisions. If any provision of this Agreement is held not valid, such provision shall be deemed to be excised therefrom and the invalidity thereof shall not affect any of the other provisions contained herein.

3.7 No Presumptions. There shall be no presumptions for or against either party hereto as a result of the preparation of this Agreement.

3.8 Remedies. In the event Syringa fails to pay development impact fees in accordance with paragraphs 1 and 2, above, the City may withhold or revoke the issuance of a certificate of occupancy for the Syringa Mountain School. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall not preclude nor waive its rights to use any or all other remedies. Any rights provided to the parties under this Agreement are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

3.9 Police Powers. Except as otherwise expressly provided herein, nothing contained herein is intended to limit the police powers of the City or its discretion in review of subsequent applications regarding development of the Property or any other location for the Syringa Mountain School. This Agreement shall not be construed to modify or waive any law, ordinance, rule, or regulation not expressly provided for herein, including, without limitation, applicable building codes, fire codes, Hailey's Zoning Ordinance and Hailey's Subdivision Ordinance.

3.10 Relationship of Parties. It is understood that the contractual relationship between the City and Syringa is such that neither party is the agent, partner, or joint venturer of the other party.

3.11 Authority. Each of the persons executing this Agreement represents and warrants that he has the lawful authority and authorization to execute this Agreement, as well as all deeds, easements, liens and other documents required hereunder, for and on behalf of the entity executing this Agreement.

3.12 Governing Law. The validity, meaning and effect of this Agreement shall be determined in accordance with the laws of the State of Idaho applicable to agreements made and performed in that state.

3.13 Necessary Acts. Each party agrees to perform any further acts and execute any documents that may be reasonably necessary to effect the purpose of this Agreement.

IN WITNESS WHEREOF, the parties, having been duly authorized, have hereunto caused this Agreement to be executed, on the day and year first above written, the same being done after public hearing, notice and statutory requirements having been fulfilled.

CITY OF HAILEY, an Idaho municipal corporation

Fritz X. Haemmerle
Mayor

ATTEST:

Mary Cone, City Clerk

WOOD RIVER WALDORF METHODS SCHOOL, INC.,
an Idaho non-profit corporation

By: Mary Gervase, its president

AGENDA ITEM SUMMARY

DATE: 04/7/2014 DEPARTMENT: PW DEPT. HEAD SIGNATURE: MP

SUBJECT: Agreement with Advanced Irrigation Solutions for fixing existing irrigation problems at Keefer Park and for the design and installation oversight at the roundabout at Fox Acres Rd. and Woodside Blvd.

with Resolution 2014-26

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

The city parks and streets superintendent has inventoried all parks. Irrigation issues persist at nearly every park. These issues lead to inefficient water use, over-watering in some places and under-watering in others, poor pressure and other various issues. In an attempt to remedy these problems and ensure these issues do not occur in future projects, the Parks Division would like to work with Advanced Irrigation Solutions to fix existing irrigation design and install problems at Keefer Park (soccer field area only) and to provide proper design and installation oversight for the landscaping slated at the roundabout at Fox Acres and Woodside Blvd.

Roundabout Landscape Update- Kathy Noble's landscape plan was approved by the Council a few months ago. The city will purchase all plants and irrigation materials, Kathy has agreed to provide oversight of volunteers and city parks and streets staff to install the plants. Advanced Irrigation Solutions will design the irrigation system at no cost to the city. Advanced Irrigation Solutions will provide oversight of city staff, during the irrigation install. We are waiting on plant material estimates, which the city will purchase directly from the nursery(s).

Keefer Park - Advanced Irrigation Solutions will provide materials and install for the control/communication setup. The Parks Division and a selected landscape contractor will provide the labor and materials for the irrigation remodel. This would be an additional cost, not included in Advanced Irrigation Solutions fee. The city is still waiting on estimates from landscape companies, but we have been informed that it will cost less than \$5,000 for the contracted labor and materials for the remodel.

Labor costs shown in the attached proposals are by the hour, with not to exceed amounts. Please refer to the attached proposals and agreement for more details.

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

<input checked="" type="checkbox"/> City Attorney	<input type="checkbox"/> Clerk / Finance Director	<input type="checkbox"/> Engineer	<input type="checkbox"/> Building
<input type="checkbox"/> Library	<input type="checkbox"/> Planning	<input type="checkbox"/> Fire Dept.	_____
<input type="checkbox"/> Safety Committee	<input type="checkbox"/> P & Z Commission	<input type="checkbox"/> Police	_____
<input type="checkbox"/> Streets	<input checked="" type="checkbox"/> Public Works, Parks	<input type="checkbox"/> Mayor	_____

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Make a motion to adopt Resolution 2014-*26* authorizing the Mayor to sign the Agreement.

ACTION OF THE CITY COUNCIL:

Date _____

City Clerk _____

FOLLOW-UP:

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

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

**CITY OF HAILEY
RESOLUTION NO. 2014-26**

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY
AUTHORIZING THE EXECUTION OF CONTRACT FOR IRRIGATION SERVICES**

WHEREAS, the City of Hailey desires to enter into an agreement with Advanced Irrigation Solutions who will provide irrigation services for the roundabout at Fox Acres Road and Keefer Park for the City of Hailey.

WHEREAS, the City of Hailey and Irrigation Solutions have agreed to the terms and conditions of the Agreement for Professional Services, 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 Letter of Agreement Between the City of Hailey and Advanced Irrigation Solutions and that the Mayor is authorized to execute the attached Agreement,

Passed this 4th day of April, 2014.

City of Hailey

Fritz X. Haemmerle, Mayor

ATTEST:

Mary Cone, City Clerk

LETTER OF AGREEMENT FOR KEEFER PARK AND FOX ACRES ROUNDABOUT

April 7, 2014

Kodi Farnworth
Advanced Irrigation Solutions
PO Box 309
Carey, ID 83320

Subject: *Keefer Park and Fox Acres Roundabout* - Irrigation Projects

Dear Kodi:

The City of Hailey (city) wishes Advanced Irrigation Solutions to assist in two irrigation projects - one at Keefer Park and the other at the roundabout at Fox Acres and Woodside Blvd (roundabout). A brief description and scope of each project and its associated goals are listed here:

1. Keefer Park- Correct uniformity of water distribution to ensure water is equally distributed to all parts of the soccer field. This will save water where overwatering occurs to compensate for areas that are under-watered. It will also ensure the turf is uniformly green and healthy. The proposal also includes an install of a normally closed master valve to prevent water leakage. Estimated water savings is 200,000 gallons a season. This is dependent on correct operation of controller through season. Labor and materials would be provided by both Clearwater Landscaping and city parks staff.
2. Roundabout- Work with the chosen landscape architect to design the drip irrigation plan for no cost to the city. The cost shown in the estimate would be for management and oversight of the irrigation install. Materials are shown in the estimate, but would be purchased by the city. The city would like to use its own labor for the install, which would work nicely for this project. As an alternative, the cost for a contractor to install the irrigation system is shown in the proposal as well. This would be a separate cost that the city would be responsible for.

Please review the following conditions of the agreement, sign this letter and return the original to the city. I will then send you a complete, signed copy for your records.

The irrigation work for both projects is described herein and listed in the attached proposal, which you provided the city.

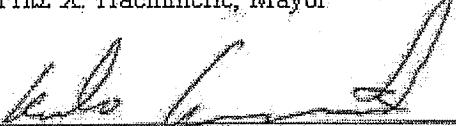
1. The roundabout irrigation and a portion of the Keefer Park irrigation improvements will be done with City Parks and Streets Division labor.
2. The amount listed in the attachment, for Advanced Irrigation Solutions' services, shall not exceed \$1850.00 for Keefer Park and \$1725.00 for the roundabout.
3. All work will be conducted at the required times, determined by City of Hailey. It is anticipated that initial work will commence at Keefer Park as early as possible, weather permitting. Irrigation design and installation at the roundabout will likely occur prior to May 15, 2014. All work must be completed in a timely fashion. Keefer Park and the roundabout projects should be completed

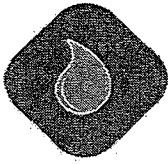
no later than 14 days following the start of each respective project. The city reserves the right to change dates to accommodate unforeseen circumstances.

Sincerely,



Mariel Platt
Public Works Operations Director
City of Hailey

Fritz X. Haemmerle, Mayor	Date
	4-3-14
Ed. Panworth, Assistant Director - Streets	Date



Advanced Irrigation Solutions

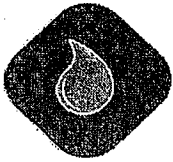
PO Box 309
Carey, ID 83320

Estimate

Date	Estimate #
3/31/2014	122

Name / Address
City of Hailey Attn: Kelly Schwarz 115 Main St S Ste H Hailey ID 83333

			Project
			Round about /woods...
Description	Qty	Rate	Total
Design New irrigation For Round about(donated)	10	-75.00	-750.00
Estimate to have Contractor Install Irrigation (city install planned)	160	45.00	7,200.00
Materials (estimate - purchased by city)	1	5,400.00	5,400.00
Project Management: to make sure irrigation goes in per design	23	75.00	1,725.00
Total			1,725.00
			\$13,575.00



Advanced Irrigation Solutions

PO Box 309
Carey, ID 83320

Estimate

Date	Estimate #
1/31/2014	115

Name / Address
City of Hailey Attn: Kelly Schwarz 115 Main St S Ste H Hailey ID 83333

Project
Kiefer Park

Description	Qty	Rate	Total
Central Control Communication Install & Setup	18	75.00	1,350.00
GPRS Cell Phone	1	500.00	500.00
Total			\$1,850.00

AGENDA ITEM SUMMARY

DATE: 04/07/2014 **DEPARTMENT:** Clerk's Office **DEPT. HEAD SIGNATURE:** MHC

SUBJECT:

Annual contract agreement for internet services with Cox Communications at the City Hall, combining the Library and City Hall connections and increasing the speed with Resolution 2014-27.

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

Upon inquiring about faster internet speeds, it was discovered in the pricing/quote process that we could consolidated the internet connections between the Library and City Hall, receive faster connections and pay the same amount. For a net \$.15 per month we will realize faster connections for a 12 month contract. 2 year contract would be \$206/month and 3 year contract would be \$198/month.

Service	12mo Rate	24mo Rate	36mo Rate
CBI 5/1	\$75.00	\$73.00	\$67.00
CBI 10/2	\$109.00	\$106.00	\$98.00
CBI 25/5	\$139.00	\$126.00	\$128.00
CBI 50/10	\$189.00	\$186.00	\$178.00
CBI 100/20	\$259.00	\$256.00	\$248.00
CBI 150/20	\$339.00	\$336.00	\$328.00

Email excerpt from Roger Parker to Heather Dawson and Mary Cone regarding internet speeds and pricing:

I have gotten quotes on different internet speeds (see below). Right now City Hall has a 5 Mbps down and 1 MBPS up and paying \$80.05 a month. The library has a 10 Mbps down and a 2 Mbps up and paying \$130.00 a month. If the library and city hall were to pool their money together they would have \$210.05. With that money you could share a 50 Mbps down and 10 Mbps up speed which is 5 times faster for the library and 10 times faster for city hall. Right now we also pay \$5 for each additional static IP address. First IP address comes with the plan and then we would need at least two more for city hall and two more for the library for a total of \$20 a month so the grand monthly total would be \$189.00 + \$20 = \$209.90. Bottom line, for about the same price you are paying for two separate internet services you can get much faster internet if we pool together and use one internet connection. I think this is the best way to go. If you decide you want even faster speed which is always better, it may be a good idea to pay an extra \$70.00 a month to get the 100 Mbps speed! The pricing is based off a 12mo contract rate, there are some savings to go the 24 or 36 month rate but I think that would have to be approved through City council, again up to you guys.

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

If agreeable, make motion to authorize Mayor to sign 1, 2 or 3, year internet agreement for City Hall internet with Cox Communications with Resolution 2014-27.

FOLLOW-UP REMARKS:

*

**CITY OF HAILEY
RESOLUTION NO. 2014-27**

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY
AUTHORIZING THE EXECUTION OF CONTRACT FOR COMMERCIAL SERVICES
AGREEMENT FOR INTERNET CONNECTION AT CITY HALL AND LIBRARY**

WHEREAS, the City of Hailey desires to enter into a Commercial Services Agreement with Cox Communications who will provide faster internet connections for the City of Hailey.

WHEREAS, the City of Hailey and Cox Communications have agreed to the terms and conditions of the Commercial Services 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 Commercial Services Agreement Between the City of Hailey and Cox Communications and that the Mayor is authorized to execute the attached Agreement,

Passed this 4th day of April, 2014.

City of Hailey

Fritz X. Haemmerle, Mayor

ATTEST:

Mary Cone, City Clerk



Commercial Services Agreement
3/17/2014

Cox Account Rep:	Ben Bierman	Cox System Address:	
Phone Number:	402-934-1184		401 N 117th St
Fax Number:	402-504-9326		Omaha, NE 68154

Customer Information		Authorized Customer Representative Information	
Legal Company Name:	CITY OF HALEY	Full Name:	Roger Parker
Street Address:	115 S MAIN ST	Billing Contact:	(208) 788-4221
City/State/Zip:	HAILEY, Idaho 83333	Fax:	
Billing Address:		Contact Number:	208-720-7616
City/State/Zip:		Email Address:	roger.parker@halleycityhall.org
Cox Account #:	132-2004774-01		

Service Description	Taxes and Fees Not Included				Service Charges	
	Prev QTY	New QTY	Unit Price	Term (Months)	Monthly Recurring	One Time Activation & Setup Fees
CBI 50-50Mbps x 10Mbps	0	1	\$189.00	12	\$189.00	
- CBI Base Code	0	1	\$0.00	M-M	\$0.00	
CBSS - 25 PC (Included)	0	1	\$0.00	12	\$0.00	
- Included Cox Mail Accounts	0	10	\$0.00	M-M	\$0.00	
- Static IP Address - Included	0	1	\$0.00	M-M	\$0.00	
4 additional IP addresses	0	1	\$20.00	M-M	\$20.00	
Cox Online Backup 25GB	0	1	\$0.00	12	\$0.00	
Cox Business Internet Install Fee	0	1	\$0.00			\$0.00
Totals:					\$209.00	\$0.00

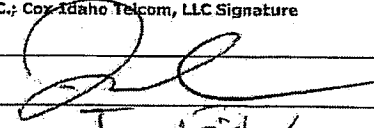
Equipment Charges			
Description	Quantity	Unit Price	Total Fee

If you are purchasing Dedicated Service Facilities:	For Dedicated Service Facilities (e.g. Private Line Type Services, Ethernet Services). By Initialing here and signing below, Customer represents that at least 10% of the traffic on the designated circuit(s) is Inter-State in nature or is Internet traffic.	Merge/Bill:	No
------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--------------------	----

Special Conditions:

Promotion Details:

By signing this Agreement, you represent that you are the authorized Customer representative and the information above is true and correct. This Agreement binds Customer to the terms and conditions attached to this Agreement and any other terms and conditions applicable to the Services selected above, including without limitation, the Cox tariffs, Service Guides, state and federal regulations, the General Terms located at <http://www2.cox.com/aboutus/policies/business-general-terms.cox>, and the Cox Acceptable Use Policy (the "AUP"). Customer acknowledges receipt and acceptance of the AUP and the General Terms by signing this Agreement. This Agreement is subject to credit approval and Customer authorizes Cox to check credit. The prices above do not include applicable taxes, fees, assessments or surcharges which are additional and may change. This proposal is valid provided Customer signs and delivers this Agreement to Cox unchanged within thirty (30) days from the date above. Cox may withdraw this proposal at any time prior to Customer's signature. If, within thirty (30) days after Customer's signature below, Cox determines that Customer's location is not serviceable under Cox's normal installation guidelines, Cox may terminate this Agreement without liability. If Customer terminates or decreases any Service that is part of a bundle offering, the remaining Services shall be subject to price increases for the remaining Term. Both parties agree that each party may use electronic signatures to sign this Agreement. Unless otherwise agreed to by the parties in a written amendment to this Agreement, Customer shall satisfy the MRC set forth above for the duration of the Term. Cox may charge Customer a termination fee equal to the amount of the MRC reduction resulting from a partial termination of a Service multiplied by the number of months remaining in the Term. If Cox performs any work including construction or incurs any costs to provide Service to Customer and Customer cancels this Agreement prior to Service installation, Customer shall be liable for Cox's reasonable costs in addition to any other termination charges. I acknowledge that I have read and understand the 911 disclosures in Section 2 of the Service Terms.

Customer Authorized Signature	CoxCom, LLC; Cox Idaho Telecom, LLC Signature
Signature:	
Print:	Jon Fisher
Title Position:	Sales Manager
Date:	3/27/2014

The terms and conditions set forth on the Cover Page and below (the "Service Terms"), together with the Additional Terms and Conditions available at <http://ww2.cox.com/aboutus/policies/business-general-terms.cox> (the "General Terms" and collectively with the Service Terms and any other policies and terms incorporated by reference in the Service Terms, this "Agreement"), will govern Customer's use of the services identified on the attached cover page, or if in the Cox Business e-commerce environment, as selected above (the "Cover Page") (each a "Service").

1. Tariffs/Service Guide If Customer is purchasing any Services that are regulated by the FCC or any state regulatory body ("Regulated Services"), then Customer's use of such Regulated Services is subject to the regulations of the FCC and the regulatory body of the state in which the Customer location receiving these Regulated Services is located (which regulations are subject to change), as well as the rates, terms, and conditions contained in tariffs on file with state and federal regulatory authorities. For states where the Regulated Services are de-tariffed, Regulated Services are provided pursuant to the rates, terms and conditions for the Cox Service Guide for that State (the "SG"), which may be found at <http://ww2.cox.com/business/voice/regulatory.cox> and which such terms are incorporated herein by reference. Cox may amend such tariffs (and if applicable, the SG) and the Regulated Services shall be subject to such tariffs (or if applicable, the SG), as amended. Customer must disclose to Cox if Customer intends to use the Regulated Services with payphone service. The tariffs and the SG contain cancellation or termination fees due in the event of cancellation or termination (including partial termination) of a Regulated Service prior to the Term selected on the Cover Page. Termination fees include, but are not limited to, nonrecurring charges, charges paid to third parties on behalf of Customer, and the monthly recurring charges for the balance of the Term.

2. PBX Usage and E911 Services PLEASE REVIEW THE FOLLOWING WEBSITE FOR IMPORTANT INFORMATION ABOUT COX'S 911 PRACTICES: <http://ww2.cox.com/business/voice/regulatory.cox>, in addition to the information about PBX Service and e911 Service in Section C13 of the General Terms. ONLY THE EMTA WILL HAVE BATTERY BACKUP PROVIDED BY COX. CUSTOMER IS RESPONSIBLE FOR BATTERY BACKUP FOR THE IAD, ESBC, ATA AND ALL CUSTOMER EQUIPMENT. IN THE EVENT OF A POWER OUTAGE, CUSTOMER'S TELEPHONE SERVICE USING AN EMTA WILL CONTINUE TO OPERATE AS USUAL FOR UP TO EIGHT HOURS WITH THE BACKUP BATTERY PROVIDED BY COX. THE DURATION OF SERVICE DURING A POWER OUTAGE USING AN IAD, ATA, AND ESBC WILL DEPEND ON CUSTOMER'S BATTERY BACKUP CHOICE. IF THE EMTA, ATA, ESBC OR IAD THAT SUPPLIES YOUR TELEPHONE SERVICE IS DISCONNECTED OR REMOVED AND/OR THE BATTERY IS NOT CHARGED OR IS DAMAGED, SERVICE, INCLUDING ACCESS TO 911 OR E911, WILL NOT BE AVAILABLE. COX SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY FAILURE TO RECEIVE SERVICE OR FOR THE FAILURE OF ANY 911 OR E911 CALL IF CUSTOMER REMOVES OR DISCONNECTS THE EMTA, ATA, ESBC OR IAD OR IF CUSTOMER FAILS TO CHARGE THE BATTERY FOR SAID DEVICES AT ANY TIME DURING THE TERM OF THIS AGREEMENT. COX USES YOUR TELEPHONE SERVICE ADDRESS TO IDENTIFY YOUR LOCATION FOR E911 SERVICE. IF THE EMTA, ATA ESBC AND/OR IAD INSTALLED IN YOUR BUSINESS IS MOVED, THE E911 DISPATCH MAY NOT RECEIVE YOUR CORRECT ADDRESS. PLEASE NOTIFY COX IF YOU WOULD LIKE TO MOVE OR RELOCATE YOUR TELEPHONE SERVICE. IT CAN TAKE UP TO 2 BUSINESS DAYS FOR YOUR NEW ADDRESS TO BE UPDATED.

3. Service Start Date and Term This Agreement shall be effective upon execution by the parties. The "Initial Term" shall begin upon installation of Service and shall continue for the applicable Term commitment set forth on the Cover Page, provided that if Customer delays installation or is not ready to receive Services on the agreed-upon installation date, Cox may begin billing for Services on the date Services would have been installed. Cox shall use reasonable efforts to make the Services available by the requested service date. Cox shall not be liable for damages resulting from delays in meeting service dates due to construction delays or reasons beyond its control. If Customer delays installation for a period of three (3) months or longer after the parties' execution of this Agreement, Cox reserves the right to terminate this Agreement immediately at any time thereafter and Customer shall be responsible for the full amount of construction costs and any other related costs incurred by Cox as of the date of termination. AFTER THE INITIAL TERM, THIS AGREEMENT SHALL AUTOMATICALLY RENEW FOR ONE (1) YEAR TERMS (EACH AN "EXTENDED TERM") UNLESS A PARTY GIVES THE OTHER PARTY WRITTEN TERMINATION NOTICE AT LEAST THIRTY (30) DAYS PRIOR TO THE EXPIRATION OF THE INITIAL TERM OR THEN CURRENT EXTENDED TERM. "Term" shall mean the Initial Term and Extended Term(s), if any. Cox reserves the right to increase rates for all Services by no more than ten percent (10%) during any Extended Term by providing Customer with at least sixty (60) days written notice of such rate increase. This limitation on rate increases shall not apply to video Services or Services for which rates, terms and conditions are governed by a Cox tariff or SG. Upon notice to Customer, Cox may change the rates for video Services periodically during the Term. Cox may change the rates for telephone Service subject to a Cox tariff or SG periodically during the Term. For the avoidance of doubt, promotional rates and promotional discounts provided to Customer will expire at the end of the Initial Term or earlier as set forth in the promotion language. Customer's payment for Service after notice of a rate increase will be deemed to be Customer's acceptance of the new rate.

4. Termination Customer may terminate any Service before the end of the Term selected by Customer on the Cover Page; provided, however, if Customer terminates any such Service before the end of the Term (except for breach by Cox), unless otherwise expressly stated in the General Terms, Customer will be obligated to pay a termination fee equal to the nonrecurring charges (if unpaid) and 100% of the monthly recurring charges for the terminated Service(s) multiplied by the number of full months remaining in the Term. This provision survives termination of the Agreement. If Cox is delivering Services via wireless network facilities and there is signal interference with any such Service(s), Cox may terminate this Agreement without liability if Cox cannot resolve the interference by using commercially reasonable efforts.

5. Payment Customer shall pay for all monthly Service charges, plus one-time set-up, installation and/or construction charges. Unless stated otherwise herein, monthly charges for Services shall begin upon installation of Service, and installation charges, if any, shall be due upon completion of installation. Any amount not received by the due date shown on the applicable invoice will be subject to interest or a late charge no greater than the maximum rate allowed by law. Customer acknowledges and agrees that if Customer fails to pay any amounts when due and fails to cure such non-payment upon receipt of written notice of non-payment from Cox, Customer will be deemed to have terminated this Agreement and will be obligated to pay the termination fee described in Section 5, above. If applicable to the Service, Customer shall pay sales, use, gross receipts, and excise taxes, access fees and all other fees, universal service fund assessments, 911 fees, franchise fees, bypass or other local, state and Federal taxes or charges, and deposits, imposed on the use of the Services. Taxes will be separately stated on Customer's invoice. No interest will be paid on deposits unless required by law.

6. Service and Installation Cox shall provide Customer with the Services identified on the Cover Page and may provide related facilities and equipment, the ownership of which shall be retained by Cox (the "Cox Equipment"), or for certain Services, Customer may purchase equipment from Cox ("Customer Purchased Equipment"). Customer is responsible for damage to any facilities or equipment installed or provided by Cox (the "Cox Equipment"). Customer may use the Services for any lawful purpose, provided that such purpose (a) does not interfere or impair the Cox network or Cox Equipment and (b) complies with the AUP. Customer shall use the Cox Equipment only for the purpose of receiving the Services. Customer shall use Customer Purchased Equipment in accordance with the terms of the related equipment purchase agreement. Unless provided otherwise herein, Cox shall use commercially reasonable efforts to maintain the Services in accordance with applicable performance standards. Cox network management needs may require Cox to modify upstream and downstream speeds. Use of the data, Internet, web conferencing/web hosting Services shall be subject to the AUP at <http://ww2.cox.com/aboutus/policies/business-policies.cox>, which is incorporated herein by reference. Web hosting customers may view the AUP by clicking on the control panel. Cox may change the AUP from time to time during the Term. Customer's continued use of the Services following an AUP amendment shall constitute acceptance.

7. E-Rate Customers If Customer is an educational institution, library or other entity that qualifies as an applicant seeking reimbursement under the Federal Universal Service Fund Schools and Libraries Program (collectively, "E-Rate Customers"), the additional terms in Section C9 of the General Terms will apply.

8. General Terms The General Terms are hereby incorporated into this Agreement by reference. Cox, in its sole discretion, may modify, supplement or remove any of the General Terms from time to time, without additional notice to Customer, and any such changes will be effective upon Cox publishing such changes on the website listed above. BY EXECUTING THIS AGREEMENT AND/OR USING OR PAYING FOR THE SERVICES, CUSTOMER ACKNOWLEDGES THAT IT HAS READ, UNDERSTOOD, AND AGREED TO BE BOUND BY THE GENERAL TERMS.

9. LIMITATION OF LIABILITY COX AND/OR ITS AGENTS SHALL NOT BE LIABLE FOR DAMAGES FOR FAILURE TO FURNISH OR INTERRUPTION OF ANY SERVICES, NOR SHALL COX OR ITS AGENTS BE RESPONSIBLE FOR FAILURE OR ERRORS IN SIGNAL TRANSMISSION, LOST DATA, FILES OR SOFTWARE DAMAGE REGARDLESS OF THE CAUSE. COX SHALL NOT BE LIABLE FOR DAMAGE TO PROPERTY OR FOR INJURY TO ANY PERSON ARISING FROM THE INSTALLATION OR REMOVAL OF EQUIPMENT UNLESS CAUSED BY THE NEGLIGENCE OF COX. UNDER NO CIRCUMSTANCES WILL COX BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, ARISING FROM THIS AGREEMENT OR ITS PROVISION OF THE SERVICES.

10. WARRANTIES EXCEPT AS PROVIDED HEREIN, THERE ARE NO OTHER AGREEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, RELATING TO THE SERVICES. SERVICES PROVIDED ARE A BEST EFFORTS SERVICE AND COX DOES NOT WARRANT THAT THE SERVICES, EQUIPMENT OR SOFTWARE SHALL BE ERROR-FREE OR WITHOUT INTERRUPTION. INTERNET SPEEDS WILL VARY. COX MAKES NO WARRANTY AS TO TRANSMISSION OR UPSTREAM OR DOWNSTREAM SPEEDS OF THE NETWORK.

11. Public Performance. If Customer engages in a public performance of any copyrighted material contained in any of the Services, Customer, and not Cox, shall be responsible for obtaining any public performing licenses at Customer's expense. The Video Service that Cox provides under this Agreement does not include a public performance license.

AGENDA ITEM SUMMARY

DATE: 04/07/2014 DEPARTMENT: Com. Development DEPT. HEAD SIGNATURE: _____

SUBJECT:

Request for approval to hold a special event, the event being Bring Bowe Back to be held at Hop Porter Park (June 28, 2014 - Saturday from 9:00 a.m. to 5:00 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)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Recommendation to approve a special event, the event being Bring Bowe Back to be held at Hop Porter Park (June 28, 2014 - Saturday from 9:00 a.m. to 5:00 p.m.), and authorization for the Mayor to sign the special event decision and special event agreement.

This approval is provided, contingent, upon applicant providing an updated Certificate of Insurance, showing the insurance has been updated, and is the appropriate coverage (in the amount of one million dollars naming the city as an additional named insured).

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
Copies (all info.): _____
Instrument # _____

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

RECEIVED
 FEB 10 2014
 CITY OF HAILEY



EMAIL TO DEPT HEADS:
 HFD: _____ CERT INSURANCE: _____
 HPD: _____ STR CLOSURE: N/A
 HBLDG: _____ BARRICADE MAP: N/A
 HENG: _____ CATERING PERMIT: _____
 HPD SEC: _____ AMPL PERMIT: _____
 SIGNAL PERMIT: _____

SPECIAL EVENT PERMIT APPLICATION

EVENT NAME: Bring Bowe Back

LOCATION FOR EVENT (Be specific ie.. Hop Porter Park, all of 1st Avenue between Walnut and Pine, 115 Main St. S.):

Public Property Private Property
Hop Porter 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. Please submit your modification requests in writing and attach to your application.

Date(s) of Event	Hours	Estimated # of Attendees
<u>6-28-14</u>	Start Time: <u>9:00am</u> End Time: <u>11:00am</u>	All Day: <u>5K Run</u>
<u>6-28-14</u>	Start Time: <u>11:00am</u> End Time: <u>5:00pm</u>	All Day:
Date(s) of Set-up/Tear-down	Hours	Estimated # Staff
<u>6-28-14</u>	Start Time: <u>8am</u> End Time: <u>7pm</u>	
	Start Time: _____ End Time: _____	

II. FEES

Special Event Permit Application Fee \$125 125-
 Events that meet 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 #:
 Per Day Park Rental Fee \$200 200-
 Tax (on park rental fees only) 6% 12-
 Security Services Deposit _____
TOTAL DUE \$337-

III. ORGANIZATION INFORMATION

Sponsoring Organization: Bring Bowe Back
 Applicant's Name: Debbie O'Neill Title: Co-chair-person
 Address: 204 Apache Drive City: Hailey State: ID Zip: 83333
 Telephone Home: 578-2233 Mobile: 450-9687 FAX: N/A
 Applicant Driver's License #: FA 128113J Email: debyoneill@aol.com
 Federal Tax #: _____ State Tax #: _____

IV. EVENT INFORMATION

New Event: Yes _____ No _____ Annual Event: Yes No _____ Years Operating 2
 Event Category: Commercial Noncommercial

Estimate of Gross Ticket Sales & Revenues (commercial event only): _____
 Description of Event: In support of Sgt Bowe Berghdal

Additional Details: _____

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: Biznet Agent Name: Betty Urbany Phone: 726-8866 x18

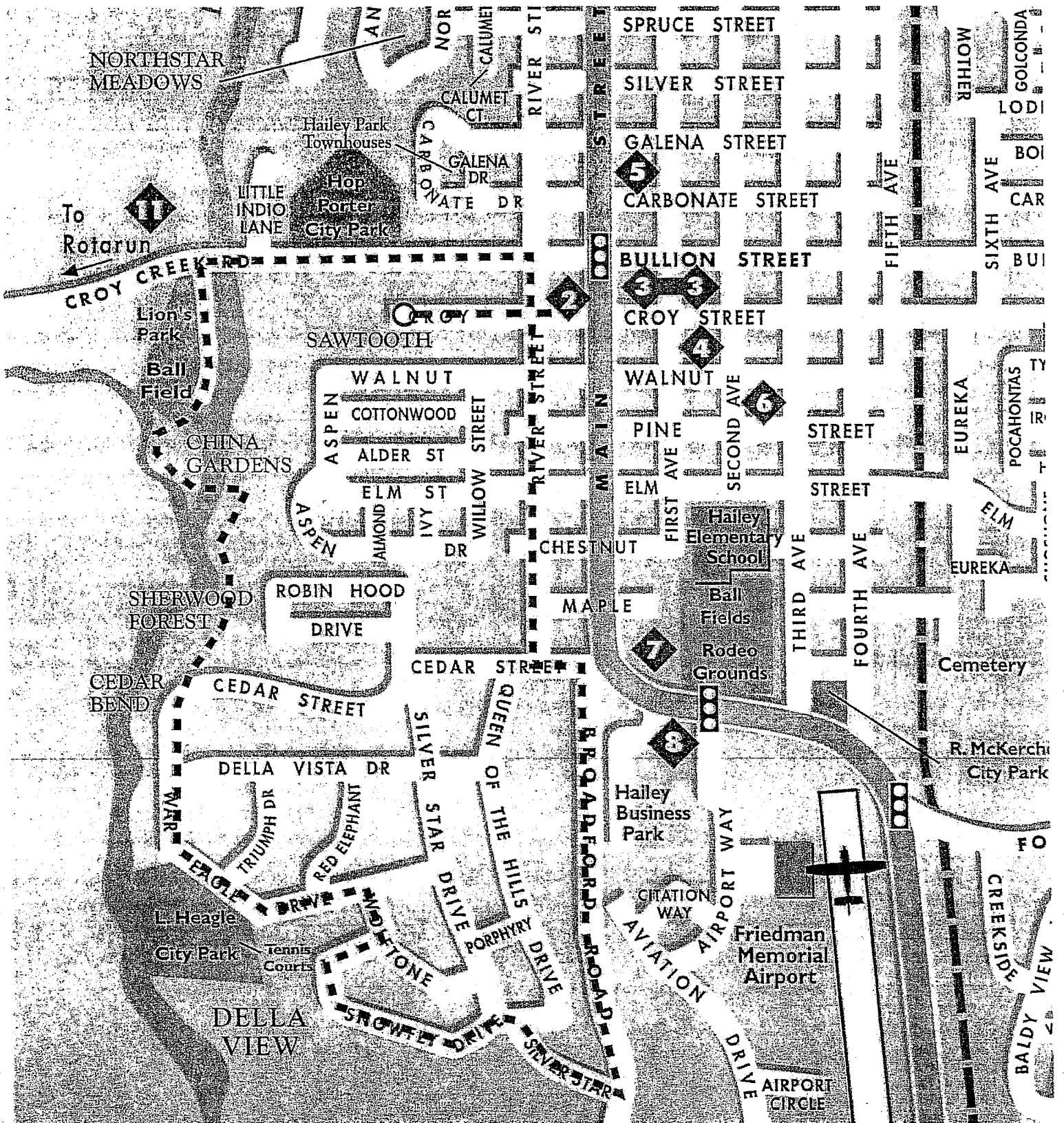
SPECIAL EVENT ACTIVITIES & CITY SERVICES REQUESTED

Yes	No	#	Check all Planned Activities	Yes	No	#	Check all Planned Activities
<input type="checkbox"/>	<input checked="" type="checkbox"/>		Street Closures & Access / Parade (if yes)	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Alcohol Served (Free of Charge) Name of Provider:
<input type="checkbox"/>	<input type="checkbox"/>		<ul style="list-style-type: none"> Street Closure for Special Event Application and detailed map listing areas of closure, parade route is required. An ITD permit is required for Main Street. Your Event Coordinator is required to have the Notification Certification completed by all affected businesses, churches, schools and neighborhoods. 	<input checked="" type="checkbox"/>	<input type="checkbox"/>		Alcohol Sold Requires Alcohol Beverage Catering Permit (Hailey Code 5.13) <u>Silver DOLLAR</u>
<input type="checkbox"/>	<input checked="" type="checkbox"/>		Barricades Please include a logistics map.	<input checked="" type="checkbox"/>	<input type="checkbox"/>		Food/Beverages (Caterers) Please List: <u>McCLAINS PIZZA, DESPOS, Wicked Spud, TONIS ICE CREAM.</u>
<input checked="" type="checkbox"/>	<input type="checkbox"/>		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.) <u>Chief Switzer</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		Booths: Profit / Non-Profit <u>Corey Weatherly Rupert MIA / POW</u>
<input type="checkbox"/>	<input checked="" type="checkbox"/>		Electricity / Generators: Please check no if you are providing your own. Size:	<input checked="" type="checkbox"/>	<input type="checkbox"/>		Vendors (Items sold/ Solicitation) Please list: <u>YELLOW SHOE NOSES T-SHIRTS</u>
<input checked="" type="checkbox"/>	<input type="checkbox"/>		Medical Services (Circle) First Aid and/or EMS Services *Determination of EMS services is dependent on event size and type. Service Provider:	<input type="checkbox"/>	<input type="checkbox"/>		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. Sizes
<input type="checkbox"/>	<input checked="" type="checkbox"/>		Shuttle Buses	<input checked="" type="checkbox"/>	<input type="checkbox"/>		Signs or Banners
<input type="checkbox"/>	<input checked="" type="checkbox"/>		Electricity / Generators: Please check no if you are providing your own. Size: <u>BONEY HOUSE</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		Activities / Entertainment (Agenda)
<input type="checkbox"/>	<input checked="" type="checkbox"/>		Lighting: please attach plan if applicable.	<input checked="" type="checkbox"/>	<input type="checkbox"/>		Water: Drinkin <input checked="" type="checkbox"/> / washing <input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>		Gray Water Barrel / Grease Barrel (circle/detail # and locations)	<input checked="" type="checkbox"/>	<input type="checkbox"/>		Portable Toilets / Wash Stations: (Please provide one (1) permanent or portable toilet per 100 people) <u>SWEETS</u>
<input checked="" type="checkbox"/>	<input type="checkbox"/>		Sanitation: Trash bins, Dumpsters, Recycle (Please provide one (1) six yard dumpster per 500 people)	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Stages (Number and Size(s): <u>City stage.</u>
				<input checked="" type="checkbox"/>	<input type="checkbox"/>		Amplified Sound Permit <u>Need it</u>
				<input type="checkbox"/>	<input checked="" type="checkbox"/>		Open flame or flame producing devices

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: [Signature]

Date: 2/6/14



DECISION

Based on the Application for a Special Event Permit for Bring Bowe Back, 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. Applicant is to submit updated and current Certificate of Liability Insurance in the amount of \$1,000,000 naming the City of Hailey as the primary insured.

DATED this 7th day of April 2014.

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 Bring Bowe Back (to be held June 28th, 2014, Saturday from 9:00 a.m. to 5:00 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 7th day of April 2014.

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

AGENDA ITEM SUMMARY

DATE: 04/07/2014 DEPARTMENT: Com. Development DEPT. HEAD SIGNATURE: _____

SUBJECT:

Request for approval to hold a special event, the event being Smiles Through the Miles 5K, a WRHS Senior Project, to be held at Hop Porter Park (May 3rd, 2014 - Saturday 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: Caselle # _____
Budget Line Item # _____ YTD Line Item Balance \$ _____
Estimated Hours Spent to Date: _____ Estimated Completion Date: _____
Staff Contact: _____ Phone # _____
Comments: _____

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Recommendation to approve a special event, the event being Smiles Through the Miles 5K, a WRHS Senior Project, to be held at Hop Porter Park (May 3rd, 2014 - Saturday 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.

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
Copies (all info.): _____
Instrument # _____

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



RECEIVED
MAR 26 2014

SPECIAL EVENT PERMIT APPLICATION

CITY OF HAILEY

EVENT NAME: Smiles Tragh The Miles Sk

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

Hop Porter-Draper Preserve-Della View-River 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.

Date(s) of Event	Hours	Estimated # of Attendees
5/3/2014	Start Time: 10:00a End Time: 12:00pm	All Day: 100
	Start Time: End Time:	All Day:
Date(s) of Set-up/Tear-down	Hours	Estimated # Staff
	Start Time: 9:00 am End Time: 10:00 am	5
	Start Time: 12:00 pm End Time: 1:00 pm	

II. FEES

Special Event Permit Application Fee \$125 125-

Events that meet 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 #: _____

Per Day Park Rental Fee \$200 _____

Tax (on park rental fees only) 6% _____

Security Services Deposit _____

TOTAL DUE 125-

III. ORGANIZATION INFORMATION

Sponsoring Organization: _____

Applicant's Name: Alexis Gonzalez Title: _____

Address: P.O. Box 3597 City: Katlam State: 10 Zip: 83340

Telephone Home: 208-784-3086 Mobile: 208-720-7269 FAX: _____

Applicant Driver's License #: FA131398H Email: solk0265@gmail.com

Federal Tax #: _____ State Tax #: _____

IV. EVENT INFORMATION

New Event: Yes No _____ Annual Event: Yes _____ No Years Operating 1

Event Category: Commercial Noncommercial

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

Description of Event: WRHS Senior Project

Additional Details: _____

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: State Farm Agent Name: Patrick Buchanan Phone: _____

SPECIAL EVENT ACTIVITIES & CITY SERVICES REQUESTED

Yes	No	#	Check all Planned Activities	Yes	No	#	Check all Planned Activities
<input type="checkbox"/>	<input checked="" type="checkbox"/>		Street Closures & Access / Parade (if yes) <ul style="list-style-type: none"> Street Closure for Special Event Application and detailed map listing areas of closure, parade route is required. <i>An ITD permit is required for Main Street.</i> Your Event Coordinator is required to have the Notification Certification completed by all affected businesses, churches, schools and neighborhoods. 	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Alcohol Served (Free of Charge) Name of Provider:
<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input checked="" type="checkbox"/>		Alcohol Sold Requires Alcohol Beverage Catering Permit (Hailey Code 5.13)
<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input checked="" type="checkbox"/>		Food/Beverages (Caterers) Please List:
<input type="checkbox"/>	<input checked="" type="checkbox"/>		Barricades Please include a logistics map.	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Booths: Profit / Non-Profit
<input type="checkbox"/>	<input checked="" type="checkbox"/>		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.)	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Vendors (Items sold/ Solicitation) Please list:
<input type="checkbox"/>	<input checked="" type="checkbox"/>		Electricity / Generators: Please check no if you are providing your own. Size:	<input checked="" type="checkbox"/>	<input type="checkbox"/>		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. Sizes <u>10x10</u>
<input type="checkbox"/>	<input checked="" type="checkbox"/>		Medical Services (Circle) First Aid and/or EMS Services *Determination of EMS services is dependent on event size and type. Service Provider:	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
<input type="checkbox"/>	<input checked="" type="checkbox"/>		Shuttle Buses	<input checked="" type="checkbox"/>	<input type="checkbox"/>		Signs or Banners
<input type="checkbox"/>	<input checked="" type="checkbox"/>		Electricity / Generators: Please check no if you are providing your own. Size:	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Activities / Entertainment (Agenda)
<input type="checkbox"/>	<input checked="" type="checkbox"/>		Lighting: please attach plan if applicable.	<input checked="" type="checkbox"/>	<input type="checkbox"/>		Water: Drinking <input type="checkbox"/> Washing <input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>		Gray Water Barrel / Grease Barrel (circle /detail # and locations)	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Portable Toilets / Wash Stations: (Please provide one (1) permanent or portable toilet per 100 people)
<input type="checkbox"/>	<input checked="" type="checkbox"/>		Sanitation: Trash bins, Dumpsters, Recycle (Please provide one (1) six yard dumpster per 500 people)	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Stages (Number and Size(s):
<input type="checkbox"/>	<input checked="" type="checkbox"/>			<input type="checkbox"/>	<input checked="" type="checkbox"/>		Amplified Sound Permit
<input type="checkbox"/>	<input checked="" type="checkbox"/>			<input type="checkbox"/>	<input checked="" type="checkbox"/>		Open flame or flame producing devices

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: [Signature] Date: 3/27/2014



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/21/2014

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

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

PRODUCER PATRICK BUCHANAN, AGENT PO BOX 7249 KETCHUM ID 83340	CONTACT NAME: APRIL PINA	
	PHONE (A/C, No., Ext.): 2089287888	FAX (A/C, No.): 2089286257
E-MAIL ADDRESS: APRIL@5BINSURANCE.COM		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: State Farm Fire and Casualty Company		25143
INSURED PATRICK M BUCHANAN & CO LLC 610 SAN BADGER DR HAILEY ID 83333		
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

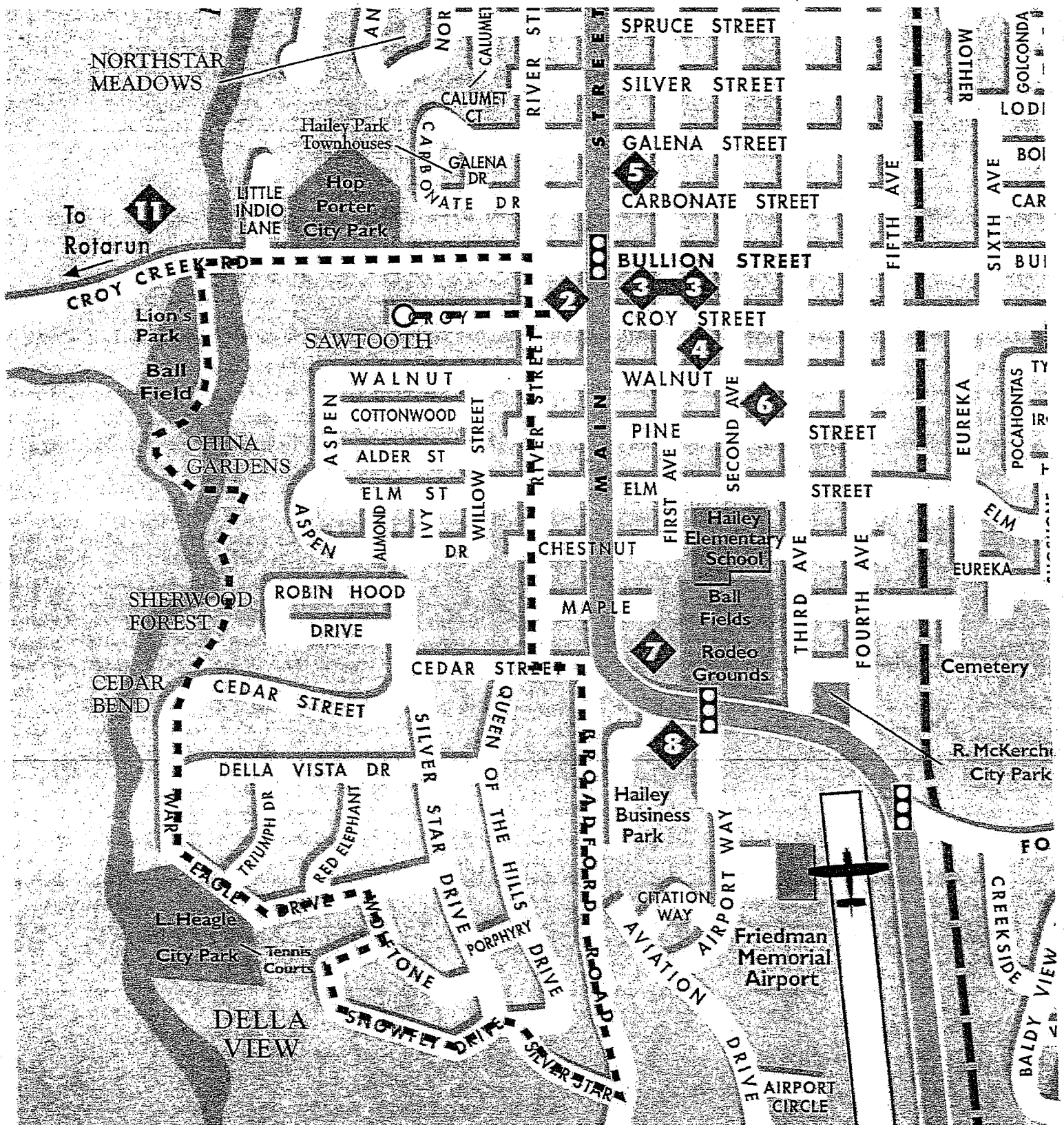
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			93-BT-8769-6	08/08/2013	08/08/2014	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	N/A			PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
BUSINESS INSURANCE

CERTIFICATE HOLDER	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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DECISION

Based on the Application for a Special Event Permit for Smiles Through the Miles 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 7th day of April 2014.

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 Smiles Through the Miles 5K (to be held May 3rd, 2014, Saturday 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 7th day of April 2014.

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

AGENDA ITEM SUMMARY

DATE: 04/07/14 DEPARTMENT: Clerk's Office DEPT. HEAD SIGNATURE M. Cone

SUBJECT

Approval of Minutes from the meeting of the Hailey City Council on March 17, 2014 and to suspend reading of them.

AUTHORITY: ID Code 67-2344 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:

<input type="checkbox"/> City Attorney	<input checked="" type="checkbox"/> City Clerk	<input type="checkbox"/> Engineer	<input type="checkbox"/> Mayor
<input type="checkbox"/> P & Z Commission	<input type="checkbox"/> Parks & Lands Board	<input type="checkbox"/> Public Works	<input type="checkbox"/> 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, 2014
IN THE HAILEY TOWN CENTER MEETING ROOM**

The Meeting of the Hailey City Council was called to order at 5:30 P.M. by Council member Martha Burke. Present were Council members Carol Brown, and, Pat Cooley. Staff present included City Attorney Ned Williamson, City Administrator Heather Dawson, and City Clerk Mary Cone.

Mayor Fritz Haemmerle and Council President Don Keirn were not in attendance.

5:29:53 PM Council member Burke opened the meeting.

5:30:25 PM Gary Brockman, employee moving and leaving the City of Hailey. Burke presents Brockman a service award for the 25 years he has worked, and congratulates him on his dedicated years of service. Brockman wishes the city well. Dawson added that Brockman has more tenure than Heather Dawson.

Open Session for Public Comments:

CONSENT AGENDA:

CA 083	Motion to call Special City Council Meeting for Thursday, March 20, 2014 at noon for the purpose of further consideration of Wastewater Solids Handling Project Bond measure.....	1
CA 084	Motion to approve Resolution 2014-10, ratifying amendment to TIGER II grant agreement which extends the term of the grant, amends the city contacts, and amends the budget to allow more CE&I expenses and less construction expenses under the grant-paid portion of the project (continued from March 3, 2014).....	3
CA 085	Motion to approve Resolution 2014-19 authorizing city officials to sign State/Local Agreement for Community Choices Grant to help pay for \$157,000 in sidewalk and street improvements from middle school to SH 75	11
CA 086	Motion to authorize Hailey Fire Department to apply for Grant through State Farm Insurance for youth programs, specifically Fire Explorer Program.....	35
CA 087	Motion to approve Resolution 2014-20, authorizing mayor to sign Idaho Independent Intergovernmental Authority Trust CITY OF HAILEY, MEMBER, Summary of Material Modification and Amendment No. 2 to Plan Documents for City of Hailey, which re-defines "cosmetic" to align with definitions in the Affordable Care Act.....	39
CA 088	Motion to accept \$147,908.88 bid from Sluder Construction for installation of irrigation lines from Lions park surface water well to Heagle and Hop Porter Parks, and approve Resolution 2014-21 authorizing city officials to sign contract between City of Hailey and Sluder Construction for the work, and to authorize Galena Engineers to issue a Notice to Proceed on this project and conduct oversight of this project.....	43
CA 089	Motion to approve minutes of March 3, 2014 and to suspend reading of them.....	63
CA 090	Motion to approve claims for expenses incurred during the month of February, 2014, and claims for expenses due by contract in March, 2014	73
CA 091	Motion to approve Treasurer's reports from February 2014.....	101

CA 085 and CA 088 – Williamson for clarification
CA 087 – Cooley pulls for recusal.

HAILEY CITY COUNCIL MINUTES
March 17, 2014

5:34:16 PM Brown moved to approve all consent agenda items minus CA 085, CA 087 and CA 088, seconded by Cooley, motion passed unanimously.

5:34:43 PM CA 085 Williamson points out on page 20 a resolution by ITD, the state resolution is only certification by the city clerk, suggest authorizing the Clerk to sign the document. Williamson suggests that the motion include authorization for the Mayor to sign Resolution 2014-19 and include in the motion authorization for City Clerk to sign ITD resolution.

5:36:01 PM Brown moves to approve agreement and authorize the Mayor to sign and also allow City Clerk to sign the ITD Resolution on page 20 of packet, Cooley seconds, motion passed with roll call vote. Brown, yes. Cooley, yes. Burke, yes

CA 087 – Cooley pulled this item so that he can recuse himself from the motion.

5:36:38 PM Brown moves to approve CA 087, III-A Summary of Material Modification and Amendments No. 2, motion seconded by Burke, motion passed with Cooley abstaining.

CA 088 – Williamson 5:37:20 PM clarified to council the details of this item, that the engineering firm will subsequently issue a Notice to Proceed after the council approves this Resolution 2014-19, but also to have the engineering firm provide oversight as needed and directed by city staff at the early stages of this project.

5:37:33 PM Brown moves to accept bid as shown and authorize Mayor to sign and utilize Galena Engineers as needed for oversight, seconded by Burke, motion passed unanimously.

PROCLAMATIONS AND PRESENTATIONS:

PP 092 Presentation from Hiawatha Canal Company to discuss upcoming maintenance program

5:38:21 PM Dave Cropper representing Hiawatha Canal Company spoke to council. In a Canal Company meeting last fall they discussed canal maintenance and planned on removing vegetation in spring of 2014. Cropper explains the reasons for removing vegetation including allowing the City to utilize water for Woodside Blvd and for the safety of City residents. Cropper is here to ask if the City has ability to provide funds or labor to help with the project. Project costs are estimated at \$25,000. Last fall they marked trees and shrubs for removal, either adjacent homeowners will remove them or the Canal Company will remove them. 52 cfs is delivered into the canal at Starweather, the goal is to run this entire amount through the length of the canal. Clarification, \$25,000 is the total expense for the length of the canal. The Valley Club maintains everything from the south end to the river. 5:47:41 PM Dawson can look at the agreement we have and try to understand if the city is able to help. 5:48:08 PM Williamson asks a question. At 6 pm, at the AmericInn is a meeting tomorrow night, for the Canal Company.

5:51:31 PM Cooley asked what the recharge amount? (how much water is lost by absorption?) Cropper answers within Valley Club about 3 ½ cfs was lost. Cooley asks, whose responsibility are the cottonwoods? Cropper answers, the property owners nearby. 5:53:30 PM Jim Phillips asks a question.

HAILEY CITY COUNCIL MINUTES
March 17, 2014

Brown thanks Phillips and Cropper for bringing this information to us.

Platt or Dawson will attend tomorrow night's meeting.

PP 093 Presentation by Hailey Police Department of new Web Page and Nixel

There is no presentation tonight.

APPOINTMENTS AND AWARDS:

AA 094 Appointment to Friedman Memorial Airport Authority (for vacancy of Susan McBryant)

5:57:05 PM FMAA suggestion by Mayor to appoint Cooley. Brown is in full support of seeing Cooley fill this position. Burke is in support of Cooley but calls out Walt Denekas in attendance at this meeting and asks if he wants to speak.

5:59:18 PM Walt Denekas speaks to the council. Denekas feels is well suited to serve on the FMAA for Hailey. Denekas is a pilot, and wants to help Hailey. 6:03:26 PM Burke thanks Denekas for his interest and his experience. Burke feels that this seat should be held by a council member. Brown agrees with Burke, as does Cooley.

6:06:08 PM Brown moves to appoint Pat Cooley to the Friedman Memorial Airport Authority to fill the seat vacated by Susan McBryant by adopting Resolution 2014-22, seconded by Burke, motion passed unanimously.

PUBLIC HEARINGS:

PH 095 Wastewater Treatment Biosolids Project – consideration of 90% design and May revenue bond election..... 113

- Presentation of 90% Design details and costs by HDR Engineering
- Discussion of Financial Considerations for Bond by Piper Jaffrey
- Consideration of Ordinance No. _____ calling May 20, 2014 Revenue Bond Election and Reimbursement Resolution 2014-__

6:07:54 PM Dawson hands out documents to council. These current documents were sent today at 3:30 pm. Then Dawson conferenced in via phone the Engineer, Haley Falconer, with HDR Engineering. Falconer points out that this estimate is the 90% estimate as promised 2 weeks ago in the last council meeting. 6:11:44 PM Burke asks a question of staff. 6:12:43 PM Dawson tells council about a conversation that she and Falconer had today. HDR had been asked to break out the estimated \$700,000 from the last estimate amount to allow another engineering firm to do oversight during construction. In so doing, HDR had assumed that a local engineer may perform field services inspections. The \$40,000 has been removed from the numbers that Falconer is presenting now. After some questions and discussion, council wishes to leave the \$40,000 amount in the estimate, as specialty inspectors may be needed, Falconer will make the change and send update forms to Dawson. Then the conference call with Falconer was disconnected.

Dawson introduces Piper Jaffray representatives.

6:18:41 PM Dawson introduces Eric Heringer and Michael Keith with Piper Jaffray, formerly Seattle Northwest Securities. Heringer discusses his information as per the latest HDR estimates. Heringer gives a history of his past involvement with the City including the Rodeo Park bond and the City's Wastewater bond in 2001 and 2012. Existing bond holders want to make sure their security interest is not diluted. Municipalities can incur more debt through bonds but the new bond must not dilute the old bond by using the same revenue, Heringer explains that certain limitations that must be met based on the 2012 bond documents. Heringer names 3 requirements that must be reviewed are; 1) The coverage requirement, 2) the debt service reserve, and 3) the additional bonds test. In the document that Heringer provides to council, page 114 of packet, these 3 requirements are titled; 2012 Bond Wastewater System Net Revenue Coverage Requirements, 2012 Bond Reserve Requirement, and 2012 Bond Parity Requirements. Heringer first discusses the coverage requirement – the City is required to maintain Net Revenues of the Wastewater system sufficient to provide 1.25 times coverage on outstanding parity debt. Next, Heringer discusses the amount Hailey city has set aside in reserve. At the time of the issuance of the 2012 bond the City funded a reserve of \$208,500 in the Wastewater System funds. The reserve will increase but these figures are probably not in the numbers that HDR Engineering quoted you tonight. This reserve can be set aside in the bond. Heringer also mentions that Idaho Bond Bank would need to issue the bond to get a lower interest rate and higher rating, at a fee of approximately \$120,000. Between now and Thursday's special meeting, these numbers need to be incorporated into HDR's estimates. Existing bonds pays off in 2021, then the new bond is being paid off. Lastly, Heringer then compares the numbers to show that the reserve needs to be at least 1.25 times to satisfy the additional bonds test. 6:38:11 PM Dawson spoke with the auditor and he is willing to remove the \$109,000 out of the operating line item, validating what Heringer is stating.

6:41:21 PM Cooley asks a question about the new reserve. Can it be funded by the Wastewater fund? Is that wise? Heringer confirms, yes you can but you are restricting those funds until the bonds are paid off. Heringer further clarifies, if you don't need that money for anything else, great. But if you need those funds, then you might consider financing the reserve amount. Dawson recommends not using the Wastewater fund as the reserve.

In response to a question asked by Mary Cone, Heringer confirmed that this bond will be callable after 10 years, allowing the city to pay it off if revenues are higher than expected and can refinance.

6:55:18 PM Heringer summarizes decisions he is looking for from council; whether the council wants to add the reserve amount to the bond cost or whether they will use Wastewater funds as the reserve amount and the length of the bond, 20 years or 23 years.

6:56:45 PM Dawson restates that these are the concepts we are dealing with, but not the final numbers as discussed tonight. The Hawley Troxell documents will be changed for Thursday's meeting.

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Council discusses what they would like to see in anticipation of Thursday's meeting. 6:58:30 PM Brown wants to include all the numbers discussed tonight about \$6.2 million and 23 or 24 years for the bond timeframe. Cooley and Burke are in agreement with Brown. Williamson asks what Wastewater rate increase amount would the council tolerate, Brown, \$1.00, Burke thinks \$2 to \$3 is tolerable, Cooley is okay with \$3.

Public Comments:

7:01:38 PM Henno Heiture Hailey resident speaks to council. Heiture would like to see only about \$1 increase in the Wastewater rates.

7:02:35 PM Winn Weaver speaks to council. Weaver suggests that if you (council) communicate a rate increase of say \$2.50 and that increase includes the cost of expansion, or cost of money losing its value, it might be a selling point.

7:03:50 PM Bob MacLeod no increase would be more palatable to the public than any amount of increase. MacLeod thinks your best chance is no increase.

7:04:55 PM Austin suggests putting a suggested amount of the increase. Williamson responds to Austin's comment.

7:07:12 PM Carol Brown asks if Thursday's meeting can start earlier? Maybe start at 11:30 instead of noon, it would help since Brown has to end her involvement in the meeting at 12:25, due to another commitment.

After some discussion regarding this meeting time, it was decided that the council needed to revisit the Consent Agenda item calling for a special meeting on March 20, 2014.

Consent agenda revisited:

7:09:52 PM Burke pulls CA 083, which council previously approved in the meeting, to entertain a motion to amend it at this time.

CA 083 - Brown moved to amend the March 20, 2014 meeting time to 11:30 am, Cooley seconds, motion passed unanimously.

PH 096 3rd Reading ord. No 1144 – Noise Ordinance and Approval of Summary of Ordinance 1144

Public Comments:

7:11:48 PM Henno Heiture spoke to council. Heiture thinks that from a logistical standpoint, it doesn't make sense to manage for the Hailey Police. Heiture thinks 90 decibels is low and believes this ordinance needs more tweaking.

7:17:51 PM Burke asks if we should put ordinance in place and reassess this fall after a full season of it in place. Burke and Cooley are in agreement with this approach.

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Brown asks a question for clarification, the 90 decibel (dB) level was initially set with last year's noise ordinance right? Gunter confirmed yes 90 dB measured at the property line. So this dB level is important to be applied by property because of the sizes, locations and areas of certain events. So based on this, Brown looks at page 135 of packet, item 5, 3rd line, measured at the property line, should add "to be determined by Hailey Police Department." After some discussion, Brown does not want to change the ordinance, at the 3rd Reading.

7:23:07 PM Burke moves to approve Ordinance No. 1144, authorize 3rd reading by title only, approve summary of Ordinance No. 1144, motion seconded by Cooley. Motion passed unanimously.

7:23:44 PM Burke conducts the 3rd Reading of Ordinance No. 1144, by title only.

NEW BUSINESS:

NB 097 Discussion of 2013 Annual Report for the Hailey Urban Renewal Agency for activities during calendar year

7:24:56 PM Micah Austin presents the annual report to council, covers calendar year activities and summarizes highlights of the year, including completing the eligibility report, public outreach and completion and adoption of the Urban Renewal Plan.

OLD BUSINESS:

OB 098 2nd Reading ord. no. 1145, amending Wastewater rates for new occupants of condos and tenants moving between houses within Hailey

7:28:01 PM Burke conducts the 2nd reading of Ordinance No. 1145, by title only.

OB 099 2nd Reading ord. no. 1146, amending development fees for permanent signs, portable signs, and developments within the floodplain that have no substantial impact

7:29:00 PM Burke conducts the 2nd reading of Ordinance No. 1146, by title only.

OB 100 2nd Reading ord. no 1147, Build Better Code Amendments

7:30:00 PM Brown conducts the 2nd reading of Ordinance No. 1147, by title only.

STAFF REPORTS:

7:31:21 PM Austin gives council an update House Bill 480, was the "anti Design Review Bill" passed the House, and the Senate Local Government Committee passed it, but Speaker of the Senate will not bring it to the Senate for a vote. So, it will be tabled when Senate session ends.

7:33:20 PM Cooley asks about the letter regarding the street light retrofit complaint. Platt discusses what the action will be by the city. There is no requirement that the light remain there according to the ordinance.

Brown would like to see if all neighbors would want it to be removed. Platt and Brown discuss options. Burke would like to find a solution without taking the light out.

EXECUTIVE SESSION: Pending & Imminently Likely Litigation (IC 67-2345(1)(f))

7:39:24 PM Cooley moves to go into Executive Session to discuss Pending & Imminently Likely Litigation (IC 67-2345(1)(f)), **seconded by Brown, motion passed with roll call vote. Brown, yes. Cooley, yes. Burke, yes.**

Mayor Haemmerle and council came out of Executive Session and concluded the meeting at 7:45 P.M.

AGENDA ITEM SUMMARY

DATE: 04/07/14 **DEPARTMENT:** Clerk's Office **DEPT. HEAD SIGNATURE** M. Cone

SUBJECT

Approval of Minutes from the special meeting of the Hailey City Council on March 20, 2014 and to suspend reading of them.

AUTHORITY: ID Code 67-2344 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 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 20, 2014
IN THE HAILEY TOWN CENTER MEETING ROOM**

The Meeting of the Hailey City Council was called to order at 11:35 A.M. by Mayor Fritz Haemmerle. Present were Council members Don Keirn, Pat Cooley, and Martha Burke. Staff present included City Attorney Ned Williamson, City Administrator Heather Dawson, and City Clerk Mary Cone.

11:35:06 AM call to order

Carol Brown and Eric Herringer of Piper Jaffray are conferenced in via phone to the meeting.

PUBLIC HEARINGS:

- PH 103 Wastewater Treatment Biosolids Project – consideration May revenue bond election.....*
- *Discussion of Financial Considerations for Bond by Piper Jaffrey*
 - *Consideration of Ordinance No. 1148 calling May 20, 2014 Revenue Bond Election and Reimbursement Resolution 2014-23*

11:36:42 AM Heather gives council a summary of the documents in front of them. Dawson hands over the conversation to Herringer to give council a summary of what has happened since Monday's council meeting 3/17/14. Standard amortization, can go to 30 years, lower rates but increases interest cost, today you see two options 20 year and 24 year bonds. Longer bonds equate to more interest costs. Herringer explains the difference between these two bond options.

11:42:57 AM Dawson explained that Herringer assessed our revenue estimates, longer bond 24 year is a lower net increase for rates than the 20 year bond.

Public comments:

11:48:04 AM Bob MacLeod Hailey resident, asks council to consider that it is important to keep these rates as low as possible.

11:48:53 AM Winn Weaver asks what happens if the city grows? Dawson answers this question. It won't affect the bond rate, the user rates will fluctuate.

Council discussion:

11:50:09 AM Keirn agrees with MacLeod's comments, go with lower number.

11:51:01 AM Burke initially thought like Keirn, but doesn't like paying over 1 million more for 4 years additional.

11:51:30 AM Cooley makes a statement, it offsets the reserves.

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11:52:27 AM Burke reminds council that they were in agreement Monday night – wanted to have no impact on rates if possible, no increase.

Cooley would support the lower increase in the 24 year bond even if it means paying more money over time.

11:53:53 AM Brown agrees with all comments.

11:54:11 AM Haemmerle agrees with Burke, wants to go with a 20 year bond to pay \$1.1 million less in interest. Haemmerle reiterates the difference is \$1.00, per month.

11:55:51 AM **Burke makes a motion to approve 20 year bond, seconded by Cooley, after some discussion, motion passes unanimously.**

12:01:56 PM **Motion to approve Ordinance No. 1148 made by Keirn, for a 20 year bond, waive 3 readings conduct 1 reading by title only, authorize the Mayor to sign, seconded by Burke. Brown added that the reason for waiving the readings is to get this ballot in front of voters for a May 20th election. Motion passed unanimously.**

Mayor Haemmerle conducts only reading of Ordinance No. 1148, by title only.

Williamson stated that he wanted to make sure that the motion to adopt the Ordinance included authorization by council to allow Mayor and Council President to sign.

12:02:31 PM **Motion to amend approval of Ordinance No. 1148, authorizing both Mayor and Council President to sign the bond ordinance, made by Burke, seconded by Keirn, motion passed unanimously.**

Williamson suggests that council approve Ordinance No. 1148 Summary as shown in packet as “Exhibit A.”

12:04:45 PM **Motion to approve Summary of Ordinance No. 1148 made by Burke, seconded by Cooley, motion passed unanimously.**

Williamson asks council to correct a previous resolution motion which adopt Resolution 2014-22, the resolution # in the packet was:

12:06:59 PM **Burke moves to adopt resolution 2014-23, seconded by Keirn, motion passed unanimously.**

PH 104 Discussion of commencement of process to prequalify construction companies and determine an eligibility list prior to the bond election

12:08:36 PM Dawson spoke to council regarding pre-qualification of the construction companies. Dawson explains pre-qualification at \$31,000 cost.

Mayor Haemmerle opens for public comments:

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12:12:36 PM Winn Weaver speaks to council. Weaver pleads that the City will save the \$31,000 in trucking alone if you get the equipment 1 year earlier. Because you are shipping water now and in the future you won't be shipping water.

Council discussion:

12:13:19 PM Haemmerle asks if pre-purchasing the equipment saves us time. Williamson and Dawson answers this question. It depends on whether the equipment we design to wins the bid.

Williamson proposes to council that they discuss this further at the April 7th meeting.

12:14:49 PM Cooley asks if we can pre-purchase equipment and have bids taken with that equipment in mind? And 2nd Sluder Construction bid for irrigation went up significantly from last fall, when we did not accept the first bid, and chose to re-bid this job.

12:16:02 PM **Cooley makes a motion to table this conversation to the next meeting April 7, seconded by Keirn, motion passed unanimously.**

12:16:38 PM Burke moved to adjourn meeting, Keirn seconded, motion passed unanimously.