

AGENDA ITEM SUMMARY

DATE: 3/5/2012 DEPARTMENT: Legal

DEPT. HEAD SIGNATURE: _____

SUBJECT:

Proposed Resolution No. 2012-7 adopting Guiding Principles

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

At the last meeting, I suggested that we formally adopt the Guiding Principles by resolution. After the meeting, I forwarded the revised Guiding Principles to the mayor and council. Council Member Brown suggested that we incorporate language in the Guiding Principles which articulates our concern about a general aviation airport only. I drafted a second sentence in the first paragraph which I hope addresses our intent. Please note that I also revised the parenthetical clause in paragraph 7 of the Guiding Principles. The earlier draft stated "(e.g., northern approaches)." The present draft now states "(e.g., approaches and takeoffs over north Hailey)."

The resolution contains much of the language in a prior resolution we adopted in 2009 about the desirability of relocating the airport. I also added some language about the recent events involving the suspension of the EIS. My goal is to memorialize the history of this process.

Ned

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Discuss the proposed resolution and make any suggested revisions and corrections. If appropriate, make a motion to adopt Resolution No. 2012-7 and authorize the mayor to sign.

FOLLOW-UP REMARKS:

RESOLUTION NO. 2012 - 7

A RESOLUTION OF THE HAILEY CITY COUNCIL ADOPTING GUIDING PRINCIPLES FOR THE OPERATION AND RELOCATION AND DISCONTINUATION OF THE FRIEDMAN MEMORIAL AIRPORT

WHEREAS, the Friedman Memorial Airport is located on approximately two hundred (200) acres within the City of Hailey;

WHEREAS, the City of Hailey is responsible for the health, safety and general welfare of Hailey residents;

WHEREAS, the Friedman Memorial Airport is located in a mountainous environment, and is surrounded by and in close proximity to residences, health care facilities, an elementary school, senior citizen center and various businesses;

WHEREAS, the airspace in the immediate vicinity of the Friedman Memorial Airport has many penetrating obstructions, such as power poles, mountains, trees and buildings, which create safety concerns;

WHEREAS, as stated in the Hailey Comprehensive Plan, the City of Hailey supports planning efforts to relocate the Friedman Memorial Airport based primarily on safety concerns with the existing Friedman Memorial Airport site;

WHEREAS, the City of Hailey believes that a relocated airport will promote reliability of both commercial and general aviation uses;

WHEREAS, the City of Hailey and Blaine County have entered into a Joint Powers Agreement and amendments thereto, which create the Friedman Memorial Airport Authority to govern the management and operation of the Friedman Memorial Airport;

WHEREAS, the City of Hailey and Blaine County entered into an Amended and Restated Joint Powers Agreement, recorded as Instrument No. 589295, records of the County Recorder, Blaine County, Idaho;

WHEREAS, the City of Hailey has adopted resolutions expressing its intent to relocate the Friedman Memorial Airport in City of Hailey Resolution Nos. 2007-16 and 2009-19;

WHEREAS, the Blaine County has adopted resolutions expressing its intent to relocate the Friedman Memorial Airport in Blaine County Resolution Nos. 2007-73 and 2009-50;

WHEREAS, an Environmental Impact Study ("EIS") was initiated to identify and evaluate sites to relocate the Friedman Memorial Airport;

WHEREAS, the City of Hailey believes commercial and general aviation airport uses must continue to be consolidated to fund airport operations and to guarantee economic viability of a relocated airport;

WHEREAS, the City of Hailey believes the continuation of the current site of the Friedman Memorial Airport, as an airport for commercial and/or general aviation uses, is not in the best interest of the citizens of the City of Hailey, would be detrimental to the quality of life within the City of Hailey and would not promote the general health, safety and general welfare of the citizens of Hailey.

WHEREAS, in a letter dated August 22, 2011, the Federal Aviation Administration ("FAA") indefinitely suspended work on the draft EIS "due to the increased anticipated costs of the project and potential impacts to wildlife";

WHEREAS, following the suspension of the EIS, the FAA asked the community to evaluate all options for operations of commercial and general aviation;

WHEREAS, the Friedman Memorial Airport Authority has conducted public hearings throughout Blaine County and the City of Hailey has conducted public hearings in Hailey to discuss options for operations of commercial and general aviation; and

WHEREAS, the City of Hailey believes it is beneficial to memorialize its guiding principles in light of the present status of operations of commercial and general aviation at the Friedman Memorial Airport.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Hailey, Idaho that the City of Hailey adopt the Guiding Principles attached hereto as **Exhibit "A."**

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON
MARCH 5, 2012.

Fritz X. Haemmerle, Mayor

ATTEST:


Mary Cone, City Clerk

EXHIBIT "A"

HAILEY'S GUIDING PRINCIPLES (2012)

1. The City believes that an airport with commercial service is important to the Wood River Valley. But, the City believes loss of commercial service, which results in a general aviation airport only, is highly undesirable.
2. The City of Hailey remains committed to the 1994 Master Plan in the long term, which calls for relocation of an airport away from cities.
3. The City knows that relocation of the Friedman Memorial Airport may be a very long term process; however, in the meantime, to keep the relocation process moving, the City will request the Friedman Memorial Airport Authority ("FMAA") and the Federal Aviation Administration ("FAA") to restart the EIS process.
4. The City knows that the Friedman Memorial Airport may serve as the airport for the Wood River Valley for the short, medium and even long term while airport relocation is pursued.
5. The City will support the FMAA and FAA in developing an Airport Layout Plan ("ALP") for the Friedman Memorial Airport that addresses potential reliability improvements, as well as FAA design standard deficiencies. Until the ALP is developed and presented for consideration by the City, the City supports the present configuration and operation of Friedman Memorial Airport.
6. In reviewing reliability improvement issues and issues related to FAA design standard compliance, the City will balance any increased reliability with the potential for increased impacts to our citizens and the costs associated with improvements to reliability.
7. The City supports the Friedman Memorial Airport; however, that support cannot continue if airport operations and/or physical layout jeopardize the health, safety or quality of life for Hailey citizens (*e.g.*, approaches and takeoffs over north Hailey). Safety and quality of life should never be compromised in favor of any other guiding principle.
8. The joint governing authorities should develop concrete steps for a dual path approach: short term safety improvements and long term relocation.

AGENDA ITEM SUMMARY

DATE: 3/5/12 DEPARTMENT: Fire DEPT. HEAD SIGNATURE: 

SUBJECT:

Approval of Assistance to Firefighter's Grant awarded to Hailey Fire Department in the amount of \$46,680, which includes a 5% match of \$2,334. Grant awarded for replacement of self-contained breathing apparatus compressor, fill station and storage.

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

N/A

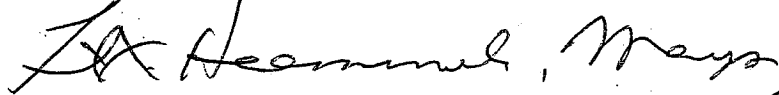
FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS: Caselle # _____
Budget Line Item # 2,334 YTD Line Item Balance \$ 5660.00
Estimated Hours Spent to Date: 16 Estimated Completion Date: 45-90 DAYS
Staff Contact: M. CHAPMAN Phone # 208-788-3147
Comments:

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE) N/A

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD: Approve

ADMINISTRATIVE COMMENTS/APPROVAL:



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

ACTION OF THE CITY COUNCIL:

Date _____

City Clerk _____

FOLLOW-UP:

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

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

U.S. Department of Homeland Security
Washington, D.C. 20472



FEMA

Mr. Michael Chapman
Hailey Fire and Rescue Department
Post Office Box 1192
Hailey, Idaho 83333-1192

Re: Grant No.EMW-2011-FO-00139

Dear Mr. Chapman:

On behalf of the Federal Emergency Management Agency (FEMA) and the Department of Homeland Security (DHS), I am pleased to inform you that your grant application submitted under the FY 2011 Assistance to Firefighters Grant has been approved. FEMA's Grant Programs Directorate (GPD), in consultation with the U.S. Fire Administration (USFA), carries out the Federal responsibilities of administering your grant. The approved project costs total to \$46,680.00. The Federal share is 95 percent or \$44,346.00 of the approved amount and your share of the costs is 5 percent or \$2,334.00.

As part of your award package, you will find Grant Agreement Articles. Please make sure you read and understand the Articles as they outline the terms and conditions of your grant award. Maintain a copy of these documents for your official file. **You establish acceptance of the grant and Grant Agreement Articles when you formally receive the award through the AFG online system.** By accepting the grant, you agree not to deviate from the approved scope of work without prior written approval from FEMA.

If your SF 1199A has been reviewed and approved, you will be able to request payments online. Remember, you should request funds when you have an immediate cash need.

If you have any questions or concerns regarding the awards process or how to request your grant funds, please call the helpdesk at 1-866-274-0960.

A handwritten signature in black ink that reads "Elizabeth M. Harman".

Elizabeth M. Harman
Assistant Administrator
Grant Programs Directorate

Mike Chapman

From: Yeung, Teresa [Teresa.Yeung@associates.fema.dhs.gov]
Sent: Friday, February 24, 2012 9:39 AM
To: Yeung, Teresa
Subject: Region X - 2011 AFG Welcome
Attachments: 2011 AFG Grant Management Table of Contents 2011.docx; 2011 AFG Welcome ltr-PAO - STANDARD.doc

Dear Grantee:

Congratulations on your FY 2011 Assistance to Firefighters Grant (AFG) award. My name is Teresa Yeung, FEMA Region IX & X fire program specialist located in Oakland, CA; Brian Ipsen (425/487-4633 or brian.ipsen@fema.dhs.gov) and I are your local points of contact for the AFG program. By partnering closely over the next 12 months, we will ensure successful grant performance.

Please note that you must accept or decline this offer of an award in the e-grant system within thirty days of receipt of the notification e-mail from FEMA.

Your grant qualifies for a post-award orientation (PAO), a coaching session that reviews grant management responsibilities early in the period of performance. A PAO takes about 30 minutes to one hour, depending on how many questions you have and can be scheduled for evenings and weekends. Together, we will agree on a time to schedule a conference call and, if needed, use a FEMA 800 number. You are encouraged to invite any stakeholders to join the conference call. If you are interested in scheduling a session, please provide me with a few available dates and times; otherwise, feel free to contact me or Brian Ipsen if questions arise in the course of the grant cycle.

By now, you should have received the AFG award package via e-mail. (Note: Due to the volume of e-mails sent out by the AFG database, it is not uncommon for the award e-mail to be filtered out by the recipient's e-mail system and sent to the "spam" or "junk" files. If you have not yet received the award e-mail, please check these files.) The award package is also accessible online (via the drop-down menu for your 2011 AFG grant). Please read the award package in its entirety. It provides the baseline requirements of the grant.

An additional resource is the AFG Web site at www.fema.gov/firegrants. There, you will find frequently asked questions and a grant management tutorial that will offer additional information for proper grant management.

Attached is a reference sheet that provides an overview of key grant management policies and procedures and a suggested table of contents for file maintenance. These documents will assist you with proper administration. Please share this information with any person who will be assisting you in managing this grant through its life cycle.

Once again, congratulations on securing this highly competitive award. I look forward to partnering with you.

Sincerely,
Teresa Yeung
Regional Fire Program Specialist
Contractor
Cabezon Group
FEMA Regions IX and X
1111 Broadway, Suite 1200
Oakland, CA 94607-4052
phone: 510/627-7213
NEW E-MAIL ADDRESS: teresa.yeung@associates.fema.dhs.gov
www.fema.gov/firegrants.

Agreement Articles



FEMA

U.S. Department of Homeland Security
Washington, D.C. 20472

AGREEMENT ARTICLES

ASSISTANCE TO FIREFIGHTERS GRANT PROGRAM - Operations and Safety program

GRANTEE: Hailey Fire and Rescue Department

PROGRAM: Operations and Safety

AGREEMENT NUMBER: EMW-2011-FO-00139

AMENDMENT NUMBER:

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Article III	Period of Performance
Article IV	Amount Awarded
Article V	Financial Guidelines
Article VI	Prohibition on Using Federal Funds
Article VII	GPD Allocations
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Article IX	FEMA Officials

Article I - Project Description

The purpose of the Assistance to Firefighters Program is to protect the health and safety of the public and firefighting personnel against fire and fire-related hazards. After careful consideration, FEMA has determined that the grantee's project submitted as part of the grantee's application, and detailed in the project narrative as well as the request details section of the application - including budget information - is consistent with the program's purpose and worthy of award. Therefore, the grantee shall perform the work described in the approved grant application as itemized in the request details section of the application and further described in the grant application's narrative. These sections of the application are made a part of these grant agreement articles by reference. The grantee may not change or make any material deviations from the approved scope of work outlined in the above referenced sections of the application without prior written approval from FEMA.

Article II - Grantee Concurrence

By providing the Primary Contact's electronic signature and indicating acceptance of the award, the grantee accepts and agrees to abide by the terms and conditions of the grant as set forth in this document and the documents identified below. Grantees agree that they will use the funds provided through the Fiscal Year 2011 Assistance to Firefighters Grant Program in accordance with these Articles of Agreement and the program guidelines provided in the Fiscal Year 2011 Assistance to Firefighters Grant program guidance. All documents submitted as part of the application are made a part of this agreement by reference.

Article III - Period of Performance

The period of performance shall be from **17-FEB-12 to 16-FEB-13**.

Article IV - Amount Awarded

The amount of the award is detailed on the Obligating Document for the Award attached to these articles. Following are the budgeted estimates for each object class of this grant (including Federal share plus grantee match):

Personnel	\$0.00
Fringe Benefits	\$0.00
Travel	\$0.00
Equipment	\$46,680.00
Supplies	\$0.00
Contractual	\$0.00
Construction	\$0.00
Other	\$0.00
Indirect Charges	\$0.00
Total	\$46,680.00

NEGOTIATION COMMENTS IF APPLICABLE

The Program Office has made the following reductions to your grant:

Funding is not approved for the Personal Protective Equipment.

Therefore, they have recommended the award at this level:

Total budget \$46,680
 Federal share \$44,346
 Applicant share \$2,334

Any questions pertaining to your award package, please contact your GPD Grants Management Specialist Jacqueline Lee at Jacqueline.Lee@dhs.gov.

Article V - Financial Guidelines

The grantee and any subgrantee shall comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit Requirements. A non-exclusive list of regulations commonly applicable to FEMA grants are listed below:

A. Administrative Requirements

1. 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
2. 2 CFR Part 215, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations (OMB Circular A-110)

B. Cost Principles

1. 2 CFR Part 225, Cost Principles for State, Local, and Indian Tribal Governments (OMB Circular A-87)

2. 2 CFR Part 220, Cost Principles for Educational Institutions (OMB Circular A-21)
3. 2 CFR Part 230, Cost Principles for Nonprofit Organizations (OMB Circular A-122)
4. Federal Acquisition Regulations (FAR), Part 31.2 Contract Cost Principles and Procedures, Contracts with Commercial Organizations

C. Audit Requirements

1. OMB Circular A-133, Audits of States, Local Governments, and Nonprofit Organizations

Article VI - Prohibition on Using Federal Funds

Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of FEMA.

Article VII - GPD Allocations

The recipient agrees that all allocations and use of funds under this grant will be in accordance with the FY 2011 Assistance to Firefighters Grant Program guidance and application kit.

Article VIII - Financial Reporting

Recipients of any Assistance to Firefighters Grants will be required to submit a semi-annual Federal Financial Report (FFR) via the automated system on the Standard Form 425. The FFR is intended to provide Federal agencies and grant recipients with a standard format and consistent reporting requirements throughout the government. The FFR, to be submitted using the online e-grant system, will be due semi-annually based on the calendar year beginning with the period after the award is made. Grant recipients will be required to submit a FFR throughout the entire period of performance of the grant.

The reporting periods for the FFR are January 1 through June 30 (Report due by July 31), and July 1 through December 31 (Report due by January 30).

At the end of the grant's period of performance, all grantees are required to produce a final report on how the grant funding was used and the benefits realized from the award. Grantees must submit a final financial report and a final performance report within 90 days after the end of the period of performance.

Article IX - FEMA Officials

Program Officer: Catherine Patterson is the Program Officer for the Assistance to Firefighters Grant Program. The Program Officer is responsible for the technical monitoring of the stages of work and technical performance of the activities described in the approved grant application.

Grants Assistance Officer: Jane Early is the Assistance Officer for this grant program. The Assistance Officer is the Federal official responsible for negotiating, administering, and executing all grant business matters.

Grants Management Division POC: The Grants Management Specialist shall be contacted to address all financial and administrative grant business matters for this award. If you have any questions regarding your grant please call ASK-GMD at 866-927-5646 to be directed to a specialist.

**FEDERAL EMERGENCY MANAGEMENT AGENCY
OBLIGATING DOCUMENT FOR AWARD/AMENDMENT**

1a. AGREEMENT NO. EMW-2011-FO-00139	2. AMENDMENT NO. 0	3. RECIPIENT NO. 82-6000201	4. TYPE OF ACTION AWARD	5. CONTROL NO. W482946N
6. RECIPIENT NAME AND ADDRESS Hailey Fire and Rescue Department 617 South Third Avenue Hailey Idaho, 83333-1192	7. ISSUING OFFICE AND ADDRESS Grant Programs Directorate 500 C Street, S.W. Washington DC, 20528-7000 POC: Jane Early	8. PAYMENT OFFICE AND ADDRESS FEMA, Financial Services Branch 500 C Street, S.W., Room 723 Washington DC, 20472		
9. NAME OF RECIPIENT PROJECT OFFICER Michael Chapman	PHONE NO. 2087883147	10. NAME OF PROJECT COORDINATOR Catherine Patterson	PHONE NO. 1-866-274-0960	
11. EFFECTIVE DATE OF THIS ACTION 17-FEB-12	12. METHOD OF PAYMENT SF-270	13. ASSISTANCE ARRANGEMENT Cost Sharing	14. PERFORMANCE PERIOD From:17-FEB-12 To:16-FEB-13	

Budget Period
From:31-OCT-11 To:30-SEP-12

15. DESCRIPTION OF ACTION
a. (Indicate funding data for awards or financial changes)

PROGRAM NAME ACRONYM	CFDA NO.	ACCOUNTING DATA (ACCS CODE) XXXX-XXX-XXXXXX-XXXX- XXXX-XXXX-X	PRIOR TOTAL AWARD	AMOUNT AWARDED THIS ACTION + OR (-)	CURRENT TOTAL AWARD	CUMMULATIVE NON- FEDERAL COMMITMENT
AFG	97.044	2012-M1-3007RG- 10000000-4101-D	\$0.00	\$44,346.00	\$44,346.00	\$2,334.00
TOTALS			\$0.00	\$44,346.00	\$44,346.00	\$2,334.00

b. To describe changes other than funding data or financial changes, attach schedule and check here.
N/A

16a. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address)

Assistance to Firefighters Grant recipients are not required to sign and return copies of this document. However, recipients should print and keep a copy of this document for their records.

16b. FOR DISASTER PROGRAMS: RECIPIENT IS NOT REQUIRED TO SIGN

This assistance is subject to terms and conditions attached to this award notice or by incorporated reference in program legislation cited above.

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title) N/A	DATE N/A
18. FEMA SIGNATORY OFFICIAL (Name and Title) Jane Early	DATE 15-FEB-12

[Go Back](#)

AGENDA ITEM SUMMARY

DATE: 3/5/12

DEPARTMENT: PW

DEPT. HEAD SIGNATURE: 

SUBJECT: Motion to approve 2012 Arbor Day Grant application for funds to purchase a tree for the Arborfest celebration and authorize the Mayor to sign.

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

Along with the Arbor Day Proclamation this is an annual grant program from the Idaho Nursery and Landscape Association in cooperation with Idaho Department of Lands, Idaho Power, Avista and Rocky Mountain Power to provide \$300 towards Arbor Day celebrations.

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: (IFAPPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

ADMINISTRATIVE COMMENTS/APPROVAL:

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

ACTION OF THE CITY COUNCIL:

Date _____

City Clerk _____

FOLLOW-UP:

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

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

Idaho Nursery & Landscape Assoc.
P. O. Box 2065
Idaho Falls, Idaho 83403
website: www.inlagrow.org

2012 Arbor Day Grant Program “PLANTING IDAHO”

City of Hailey
Tom Hellen
115 S Main St
Hailey, ID 83333-8408

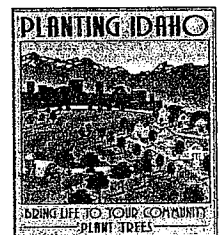
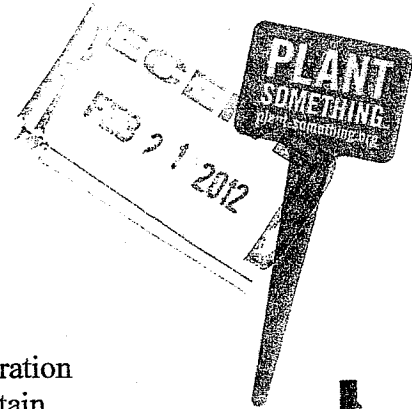
The Idaho Nursery and Landscape Association (INLA), in cooperation with the Idaho Department of Lands (IDL), Avista, Rocky Mountain Power, and Idaho Power, is pleased to announce a program intended to help communities celebrate Arbor Day, plant appropriate trees for energy conservation and foster a stronger relationship between Idaho communities and the Green and Utility Industries. This year, 45 Arbor Day grants in the amount of \$300 will be awarded for “Planting Idaho”. Funding for this program is provided by the generous contributions of these Idaho utilities that have a large interest in healthy urban forests and having the **right tree planted in the right place.**

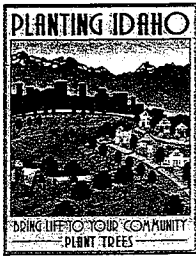
All Idaho communities are eligible to participate in the “Planting Idaho” program (unless they have received the grant previously in both 2010 and 2011). Grant funds can be used for purchasing trees and shrubs and/or related planting and care materials for your community’s Arbor Day celebration. A lottery style drawing will be used to determine who receives each of the 45 available grants. Applications must be received by INLA **no later than March 16th, 2012** to be considered. Plant material must be purchased from an Idaho State Nursery & Floral license holder. A list of INLA members will be provided to the grantees so they may purchase quality plant material and receive reliable advice on selection, planting and care; thus ensuring a significant positive impact on Idaho’s environment.

This is a **reimbursement** grant. Therefore, after being chosen for this grant, an accomplishment report will be required and grantee communities must submit copies of paid invoices for plant materials, with check numbers, in the amount of at least \$300 to receive full payment of the grant. Additionally, a match of 25% (\$75) in cash or in-kind donation is required by the grantee.

Idaho joins most other states in celebrating Arbor Day on Friday, April 27, 2012. However, trees and planting conditions don’t honor calendars – your community may choose to celebrate Arbor Day on a different date.

Questions? Ann Bates – 1-208-681-4769 – abates@inlagrow.org





2012 Arbor Day Grant Program "PLANTING IDAHO"

Application Form

Community Applying CITY OF HAILEY

Contact Person TOM HELLEN

Position PUBLIC WORKS DIRECTOR

Mailing Address 115 MAIN ST. S.

City HAILEY Zip 83333

Phone Day: (208) 788-9830 x14 Fax: (208) 788-2924

Email Address tom.hellen@haileycityhall.org



1. When is your community planning to celebrate Arbor Day?
MAY 5, 2012

2. Arbor Day Event: Describe the Arbor Day Celebration your community is planning and how this grant will help your community's celebration.
THE CITY OF HAILEY IS STARTING A NEW SPECIAL EVENT, ARBORFEST, TO INCLUDE MUSIC, A MUD RUN, FREE SEEDLINGS AND A TREE PLANTING DEMONSTRATION. THIS GRANT WILL HELP PROVIDE TREES FOR THE TREE PLANTING DEMONSTRATION.

3. Have you considered overhead utilities when selecting tree species for this site?
 Yes No



AUTHORIZING SIGNATURE:

I certify the celebration described in this application is approved and supported by the city government.

Date Authorized Signature Title

Return to: Idaho Nursery and Landscape Association
P. O. Box 2065, Idaho Falls, Idaho 83403
Or Fax to: 208-529-0832
Questions? Ann Bates - 1-208-681-4769 abates@inlagrow.org
website: inlagrow.org

IMPORTANT
You **MUST** also submit a copy of your Arbor Day Proclamation signed by the Mayor with this application.

Note: Applications may be returned by mail, fax or email, but must be received in the INLA office no later than March 16, 2012. All applicants will be notified the week of March 26th.

AGENDA ITEM SUMMARY

DATE: 03/05/2012 DEPARTMENT: Clerk's Office DEPT. HEAD SIGNATURE: MHC

SUBJECT:

Annual contract agreement for internet services with Cox Communications at the street dept. and city hall.

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

The city is due to renew two agreements for internet service at city hall and the street dept. (Merlin Loop). The service at the Street Dept. is different than what is at city hall – which is why the price is not the same. Currently, the street dept. service is \$69 per month and renewal will be \$75.05 per month with a \$50 credit for signing the 1 year agreement. City hall service is \$105 per month now and will be \$109.25 per month, with a \$50 credit on this account also. Street dept. net increase in annual cost is \$17.40. City hall net annual increase is \$1.

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: (IFAPPLICABLE)

<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 year internet agreement for both locations with Cox Communications.

FOLLOW-UP REMARKS:

*



Business*

Cox Account Rep:	Deborah Ferrin	Cox System Address:	
Phone Number:	402-934-0310		401 N 117th St
Fax Number:	402-934-5236		Omaha, NE 68154

Customer Information		Authorized Customer Representative Information	
Legal Company Name:	City of Halley - Street Dept	Full Name:	Mary Cone
Street Address:	1811 MERLIN LOOP	Billing Contact:	208-309-1365
City/State/Zip:	HAILEY, Idaho 83333	Fax:	
Billing Address:	115 S Main St Ste H	Contact Number:	(208) 788-4221
City/State/Zip:	Halley, Idaho 83333-8408	Email Address:	mary.cone@haileycityhall.org
Cox Account #:	132-2052366-02		

Service Description	Prev QTY	New QTY	Unit Price	Term (Months)	Type	Service Charges	
						Monthly Recurring	One Time Activation & Setup Fees
CBI Select 10 Mbps X 2 Mbps	1	1	\$109.25	12	RN	\$109.25	
\$50 Renewal Credit		1	\$0.00				\$0.00
Totals:						\$109.25	\$0.00

Equipment Charges			
Description	Quantity	Unit Price	Total Fee

If you are an Ethernet customer, please initial below.		Merge Bill
_____	Inter-State Service. 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.	No

Special Conditions
\$50.00 renewal

Promotion Details
- \$50 Credit for renewing your service agreement

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, 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. 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 Telcom, LLC Signature
Signature:	Signature:
Print:	Print:
Title Position:	Title Position:
Date:	Date:

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://www2.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://www2.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://www2.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://www2.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.



Business*

Cox Account Rep:	Deborah Ferrin	Cox System Address:	
Phone Number:	402-934-0310		401 N 117th St
Fax Number:	402-934-5236		Omaha, NE 68154

Customer Information		Authorized Customer Representative Information	
Legal Company Name:	CITY OF HAILEY	Full Name:	Mary Cone
Street Address:	115 S MAIN ST	Billing Contact:	(208) 788- 4221
City/State/Zip:	HAILEY, Idaho 83333	Fax:	
Billing Address:		Contact Number:	(208) 788- 4221
City/State/Zip:		Email Address:	mary.cone@haileycityhall.org
Cox Account #:	132-2004774-01		

Service Description	Prev QTY	New QTY	Unit Price	Term (Months)	Type	Service Charges	
						Monthly Recurring	One Time Activation & Setup Fees
						CBI Starter 5 Mbps X 1 Mbps	1
\$50 Renewal Credit		1	\$0.00				\$0.00
Totals:						\$75.05	\$0.00

Equipment Charges			
Description	Quantity	Unit Price	Total Fee

If you are an Ethernet customer, please initial below:		Merge Bill
Inter-State Service. 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.		No

Special Conditions
\$50.00 renewal credit

Promotion Details
- \$50 Credit for renewing your service agreement

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Customer Authorized Signature	CoxCom, LLC.; Cox Idaho Telcom, LLC Signature
Signature:	Signature:
Print:	Print:
Title Position:	Title Position:
Date:	Date:

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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: 03/05/2012 DEPARTMENT: Clerk's Office DEPT. HEAD SIGNATURE: MHC

SUBJECT:

\$250,000 Certificate of Deposit (CD) maturity with Ireland Bank.

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

Ireland Bank contacted City Treasurer Becky Stokes recently and quoted new CD rates. The rates quoted are less than what the city could earn in the state investment pool. Therefore, we asked that Ireland Bank issue a check to us instead of investing in another CD with them. This agreement is authorization to release the funds.

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:

Make motion to authorize Mayor and clerk to sign Ireland Bank agreement allowing for the release of funds to the City of Hailey.

FOLLOW-UP REMARKS:

*

This Certificate CITY OF HAILEY	Certificate Number 155002556
Evidences A 115 MAIN ST, SO	SSN/TIN 82-6000201
Deposit In The HAILEY, ID 83333	D/O/B _____
Name(s) Of: _____	Account Number 155002556
	Date 09/01/2010
In The Amount Of Two Hundred Fifty Thousand and 00/100	dollars \$ 250,000.00
ACCOUNT TYPE AND TERMS - Only the boxes that are checked and the lines that are filled in apply.	
Term (Initial) 18 mth(s)	<input type="checkbox"/> Additions permitted in a minimum amount of \$ _____
Maturity Date (First) 03/01/2012	<input checked="" type="checkbox"/> Fixed Rate <input type="checkbox"/> Min. Balance Req. \$ _____
APY _____	<input type="checkbox"/> Variable Rate: Initial Index Rate _____ % Maximum Rate _____ %
Interest Rate (Initial) _____ %	Minimum Rate _____ % First Adjustment Date _____
Compounded Quarterly	Adjustment Frequency At Any Time _____
Interest Calculated Actual / 365	Rate Formula Based on Rate Tiers as disclosed separately.
No. Endorsements Required for Withdrawal 2	
<input type="checkbox"/> Single Maturity <input checked="" type="checkbox"/> Automatically Renewable	Ireland Bank
Interest Paid Quarterly	20449 Main St, Carey, ID 83320
(a) <input checked="" type="checkbox"/> By adding it to the account balance.	208-823-9300
(b) <input type="checkbox"/> By Deposit To Acct. No. _____	BY <i>Breanna Hamm</i>

DEFINITIONS: "We" and "us" means the financial institution. "You" and "your" means the depositor(s). "Certificate" means both this original instrument as well as the deposit it shows. This certificate (and the account it represents) may not be transferred or assigned without our prior written consent and is not negotiable.* See Account Disclosure for details.

VARIABLE INTEREST RATE: Your deposit will earn interest at the initial interest rate stated on this certificate to the first adjustment date. Then, and on each succeeding adjustment date, the rate this certificate will earn is subject to be increased or decreased according to the formula described on this certificate. The rate will remain the same between interest adjustment dates.

If the "first adjustment date" is phrased in terms of "index change" this means the first adjustment date and the rate adjustment frequency after the first adjustment date are not regularly scheduled. In this case, the rate this certificate will earn will be adjusted any time the "index" changes.

The interest rate we will pay on this certificate will not, however, be greater than the stated maximum rate (if any) or be less than the stated minimum rate (if any) regardless of changes in the index rate.

COMPOUNDING: The compounding frequency and interest calculation method will not change during the term of the certificate, regardless of adjustments to the interest rate, until we give reasonable notice to you of such change.

ADDITIONS: If we permit you to make any additions, they will only be permitted in an amount equal to, or greater than, the minimum amount indicated. The making of additions to this certificate will not extend the maturity of all, or any portion, of the funds on deposit. Additions will earn interest from the date of deposit, and will mature at the same time as the first deposit. No additions may be made within * _____ days of the final maturity date.

SINGLE MATURITY: If the single maturity box is checked, the depositor should present this certificate promptly at maturity for payment.

Interest will will not accrue after maturity.

AUTOMATIC RENEWALS: If the automatic renewal box is checked, this certificate will be automatically renewed after the stated maturity date stated for successive terms, each equal to the original term. The interest rate will be the same we offer on new certificates on the maturity date which have the same term, minimum balance (if any) and other features as this original certificate. The depositor may call us on or shortly before the maturity date and we will tell the depositor what the interest rate will be for the next renewal term.

The automatic renewal of this certificate may be prevented if one of the following things happens:

- (1) This certificate is personally presented for payment on a maturity date or within 10 _____ days after the maturity date; or
- (2) We receive written notice from the depositor before a maturity date of their intention to cash in this certificate.

YOUR DEPOSIT WILL WILL NOT EARN INTEREST AFTER FINAL MATURITY.

Endorsements (Sign only when requesting withdrawal):

x	
x	<i>[Signature]</i>

AGENDA ITEM SUMMARY

DATE: 3/5/2012 DEPARTMENT: Legal DEPT. HEAD SIGNATURE: _____

SUBJECT:

Summary of Hailey Ordinance No. 1097 (Design Review Ordinance Amendment)

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

I am enclosing a summary of Hailey Ordinance No. 1097 which amends the design review chapter of the Zoning Ordinance.

Ned

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Make a motion to approve the summary of Hailey Ordinance No. 1097.

FOLLOW-UP REMARKS:

SUMMARY OF HAILEY ORDINANCE NO. 1097

The following is a summary of the principal provisions of Ordinance No. 1097 of the City of Hailey, Idaho, duly passed and adopted March 5, 2012, by the City Council and Mayor of the City of Hailey:

AN ORDINANCE OF THE CITY OF HAILEY, IDAHO, AMENDING HAILEY'S ZONING ORDINANCE, ORDINANCE NO. 532, BY AMENDING SECTION 6A.1, TO CLARIFY APPLICABILITY; AMENDING SECTION 6A.4 TO CLARIFY THAT ADMINISTRATIVE DECISIONS UNDER SECTION 6A.2 DO NOT REQUIRE A PUBLIC HEARING; AMENDING SECTION 6A.5 TO SPECIFY PLAN SIZE; AMENDING SECTION 6A.7 TO CLARIFY WHEN PEDESTRIAN AMENITIES ARE REQUIRED; AMENDING SECTIONS 6A.8(A) AND 6A.8(B) TO CLARIFY BUILDING AND PARKING AREA LOCATION AND BUFFERING; AMENDING SECTION 6A.9 TO CLARIFY APPLICABILITY OF TOWN SITE GUIDELINES; DELETING SECTION 6A.9(III)(C)(10); RENUMBERING SECTION 6A.9(III)(C)(11) AS SECTION 6A.9(III)(C)(10); PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE; AND PROVIDING FOR THE EFFECTIVE DATE OF THIS ORDINANCE UPON PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW.

Hailey Ordinance No. 1097 amends Hailey's Zoning Ordinance, Ordinance No. 532, as follows:

Section 1 amends Section 6A.1 of the Hailey Zoning Ordinance to require design review approval for a building for a non-residential or conditional use within any zoning district.

Section 2 amends Section 6A.4 of the Hailey Zoning Ordinance to provide that design review applications require a public hearing except applications which meet one of the criteria in Section 6A.2 of the Hailey Zoning Ordinance, in which case notice to property owners within 300 feet of the subject property is required for such applications informing property owners to comment on the application during a period of ten days beginning the date the notice is post marked.

Section 3 amends Section 6A.5 of the Hailey Zoning Ordinance to require submission of one 24" x 36" and one 11" x 17" set of plans and surveys with certain design review application information.

Section 4 amends Section 6A.7 of the Hailey Zoning Ordinance to provide that a) the City may approve voluntary cash contributions in-lieu of drainage and sidewalk improvements, which contributions must be segregated by the City and not used for any purpose other than the provision of such improvements. The contribution amount shall be 110% of the estimated costs of concrete sidewalk and drainage improvements provided by a qualified contractor, plus associated engineering costs, as approved by the City Engineer. Any approved in-lieu contribution shall be paid before the City issues a certificate of occupancy; b) sidewalks shall be a minimum of ten feet and street trees shall have tree grates or a landscape buffer between the sidewalk and curb in the B and LB zoning districts; and c) a developer or City may propose alternatives to either the standard sidewalk location or configuration required provided that the alternative configuration or location shall not reduce the level of service or convenience to either residents of the development or the public at large and provided that if an alternative location is approved, the cost of construction of the required square footage of sidewalk and lineal feet of drainage improvements and the associated engineering costs shall be paid by the applicant to the City before the City issues a certificate of occupancy, unless otherwise allowed for in an agreement between the City and applicant. The City shall ensure construction of sidewalk

and drainage improvements occurs within two years of the date the funds are received from the applicant.

Section 5 amends Section 6A.8(A)(1) of the Hailey Zoning Ordinance to provide that the design review standards for any non-residential, multifamily or mixed use building include the requirement that on site parking areas shall be located at the rear of a building and buffered from the sidewalk adjacent to street parking, except parking areas located within the SCI zoning district may be located at the side or rear of the building and except parking areas may be considered at the side of buildings within the B, LB, TI and LI zoning districts provided a useable prominent entrance is located on the front of the building and the parking area is buffered from the sidewalk adjacent to the street.

Section 6 amends Section 6A.8(A)(3) of the Hailey Zoning Ordinance to provide that accessory structures shall be located at the rear of the property except accessory structures may be considered in a location other than the rear on sites determined to have characteristics that prevent location at the rear of the site and that all roof projections shall be shielded and screened from view from the ground level of on-site parking areas, adjacent public streets and adjacent properties, except for Wind Energy Systems.

Section 7 amends Section 6A.8(B) of the Hailey Zoning Ordinance to delete the design review requirement that Non-Residential and Mixed Use Buildings within the B zoning district be located directly at the back of the sidewalk.

Section 8 amends Section 6A.9, Design Review Guidelines for Residential Buildings in the Townsite Overlay District (TO), of the Hailey Zoning Ordinance, to a) clarify the Purpose Section, b) amend the Applicability Section to require design review for additions to Single Family Dwellings, Accessory Dwelling Units, Accessory Structures and Duplexes that add floor area equal to or greater than 50% of the original structure, and c) remove review by an architectural hearing examiner.

Section 9 amends the Hailey Zoning Ordinance to delete Section 6A.9(III)(C)(10) in its entirety.

Section 10 amends the Hailey Zoning Ordinance to renumber Section 6A.9(III)(C)(11) to Section 6A.9(III)(C)(10).

Section 11 provides for a severability clause.

Section 12 provides for a repealer clause.

Section 13 provides for an effective date of the ordinance.

The full text of Ordinance No. 1097 is available at Hailey City Hall at 115 South Main Street, Suite H, Hailey, Idaho 83333 and will be provided to any citizen upon request during regular business hours.

CERTIFICATION OF CITY ATTORNEY

I, the undersigned Attorney at Law, as attorney for the City of Hailey, Idaho, hereby certify that I have read the foregoing summary of Ordinance No. 1097 of the City of Hailey, that I have compared

it to the full text of Ordinance No. 1097, and that in my opinion, the above summary is true and complete and provides adequate notice to the public of the contents of said Ordinance.

Dated this 5th day of March, 2012.

Ned Williamson, Hailey City Attorney

Publish: Idaho Mountain Express _____, 2012

AGENDA ITEM SUMMARY

DATE: 3/5/2012 DEPARTMENT: Legal

DEPT. HEAD SIGNATURE: _____

SUBJECT:

Summary of Hailey Ordinance No. 1098 (Sign Ordinance Amendment)

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

I am enclosing a summary of Hailey Ordinance No. 1098 which amends the sign chapter of the Zoning Ordinance.

Ned

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)
____ City Attorney ____ Clerk / Finance Director ____ Engineer ____ Building
____ Library ____ Planning ____ Fire Dept. _____
____ Safety Committee ____ P & Z Commission ____ Police _____
____ Streets ____ Public Works, Parks ____ Mayor _____

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Make a motion to approve the summary of Hailey Ordinance No. 1098.

FOLLOW-UP REMARKS:

SUMMARY OF HAILEY ORDINANCE NO. 1098

The following is a summary of the principal provisions of Ordinance No. 1098 of the City of Hailey, Idaho, duly passed and adopted March 5, 2012, by the City Council and Mayor of the City of Hailey:

AN ORDINANCE OF THE CITY OF HAILEY, IDAHO, AMENDING HAILEY'S ZONING ORDINANCE, ORDINANCE NO. 532, BY AMENDING SECTION 8.2.4. TO DELETE THE SIGN COMPUTATION FOR MULTI UNIT BUILDINGS; AMENDING SECTION 8.2.9 TO CLARIFY SIGN AREA ALLOWED; AMENDING SECTION 8.2.10 TO CLARIFY STANDARDS FOR MASTER SIGN PLANS; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE; AND PROVIDING FOR THE EFFECTIVE DATE OF THIS ORDINANCE UPON PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW.

Hailey Ordinance No. 1098 amends Hailey's Zoning Ordinance, Ordinance No. 532, as follows:

Section 1 amends Section 8.2.4 of the Hailey Zoning Ordinance to provide that prior to displaying any sign, the tenant(s) or owner(s) of an unit in a multi-unit building with an approved Master Sign Plan shall submit a sign permit application which conforms to the Master Sign Plan, or if no Master Sign Plan exists, the owner of a multi-unit building shall submit a Master Sign Plan subject to one sign permit fee,

Section 2 amends Section 8.2.9 of the Hailey Zoning Ordinance to provide that the total sign area for a multi-unit building shall be determined by a Master Sign Plan and that the sign standard in Section 8.2.11 of the Hailey Zoning Ordinance shall apply and control the total sign area permitted for each type of sign.

Section 3 amends Section 8.2.10 of the Hailey Zoning Ordinance to provide that all Units with an individual street level entrance are allowed up to two signs, with no more than one sign on any one building facade, that each street level interior unit without an individual street level entrance and/or each unit located above the ground floor shall be limited to one sign, that the location and placement of all exterior signs for all units within a multi-unit building shall be consistent with the design, scale and proportion of the building, that the sign area available for any business within a multi-tenant or Mixed Use Building shall be limited to the amount allocated according to the approved Master Sign Plan, that the Master Sign Plan shall consider the number of units, the building façade area and configuration, existing sign area if applicable and should reasonably provide signage for each unit, and that the size standards in Section 8.2.11 of the Hailey Zoning Ordinance shall apply and control the total sign area permitted for each type of sign.

Section 4 provides for a severability clause.

Section 5 provides for a repealer clause.

Section 6 provides for an effective date of the ordinance.

The full text of Ordinance No. 1098 is available at Hailey City Hall at 115 South Main Street, Suite H, Hailey, Idaho 83333 and will be provided to any citizen upon request during regular business hours.

CERTIFICATION OF CITY ATTORNEY

I, the undersigned Attorney at Law, as attorney for the City of Hailey, Idaho, hereby certify that I have read the foregoing summary of Ordinance No. 1098 of the City of Hailey, that I have compared it to the full text of Ordinance No. 1098, and that in my opinion, the above summary is true and complete and provides adequate notice to the public of the contents of said Ordinance.

Dated this 5th day of March, 2012.

Ned Williamson, Hailey City Attorney

Publish: Idaho Mountain Express _____, 2012

AGENDA ITEM SUMMARY

DATE: 3/5/2012 DEPARTMENT: Legal

DEPT. HEAD SIGNATURE: _____

SUBJECT:

Summary of Hailey Ordinance No. 1099 (Definition Amendment)

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

I am enclosing a summary of Hailey Ordinance No. 1099 which amends the definitions chapter of the Zoning Ordinance.

Ned

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Make a motion to approve the summary of Hailey Ordinance No. 1099.

FOLLOW-UP REMARKS:

SUMMARY OF HAILEY ORDINANCE NO. 1099

The following is a summary of the principal provisions of Ordinance No. 1099 of the City of Hailey, Idaho, duly passed and adopted March 5, 2012, by the City Council and Mayor of the City of Hailey:

AN ORDINANCE OF THE CITY OF HAILEY, IDAHO, AMENDING HAILEY'S ZONING ORDINANCE, ORDINANCE NO. 532, BY AMENDING SECTION 2.2 TO REVISE THE DEFINITIONS OF ADMINISTRATOR, DAY CARE BUSINESS, HEIGHT OF BUILDING AND HOME OCCUPATION; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE; AND PROVIDING FOR THE EFFECTIVE DATE OF THIS ORDINANCE UPON PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW.

Hailey Ordinance No. 1099 amends Hailey's Zoning Ordinance, Ordinance No. 532, as follows:

Section 1 amends Section 2.2 of the Hailey Zoning Ordinance to amend the definitions of a) "Administrator" to mean the person designated by the Mayor or City Administrator to oversee the administration of the City zoning code; b) "Day Care Business" to clarify that day care involves care of children under the age of thirteen, that a day care facility involves care of seven to twelve children, and that a day care home involves care of six or fewer children; c) "Height of Building" to mean the greatest vertical distance measured from the lowest point of Record Grade or finish grade, whichever is lower, within any portion of the building footprint to the highest point of the roof surface; and d) "Home Occupation" to provide that a Day Care Business located within a dwelling is not considered a Home Occupation for the purposes of city business licensing.

Section 2 provides for a severability clause.

Section 3 provides for a repealer clause.

Section 4 provides for an effective date of the ordinance.

The full text of Ordinance No. 1099 is available at Hailey City Hall at 115 South Main Street, Suite H, Hailey, Idaho 83333 and will be provided to any citizen upon request during regular business hours.

CERTIFICATION OF CITY ATTORNEY

I, the undersigned Attorney at Law, as attorney for the City of Hailey, Idaho, hereby certify that I have read the foregoing summary of Ordinance No. 1099 of the City of Hailey, that I have compared it to the full text of Ordinance No. 1099, and that in my opinion, the above summary is true and complete and provides adequate notice to the public of the contents of said Ordinance.

Dated this 5th day of March, 2012.

Ned Williamson, Hailey City Attorney

Publish: Idaho Mountain Express _____, 2012

AGENDA ITEM SUMMARY

DATE: 3/5/2012 DEPARTMENT: Legal

DEPT. HEAD SIGNATURE: _____

SUBJECT:

Summary of Hailey Ordinance No. 1100 (Skate Park and Jimmy's Garden Amendment)

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

I am enclosing a summary of Hailey Ordinance No. 1100 which amends the park chapter of the Hailey Municipal Code.

Ned

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)
____ City Attorney ____ Clerk / Finance Director ____ Engineer ____ Building
____ Library ____ Planning ____ Fire Dept. ____
____ Safety Committee ____ P & Z Commission ____ Police ____
____ Streets ____ Public Works, Parks ____ Mayor ____

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Make a motion to approve the summary of Hailey Ordinance No. 1100.

FOLLOW-UP REMARKS:

SUMMARY OF HAILEY ORDINANCE NO. 1100

The following is a summary of the principal provisions of Ordinance No. 1100 of the City of Hailey, Idaho, duly passed and adopted March 5, 2012, by the City Council and Mayor of the City of Hailey:

AN ORDINANCE OF THE CITY OF HAILEY, IDAHO, BY AMENDING SECTION 12.12.010 OF THE HAILEY MUNICIPAL CODE, TO ADD DEFINITIONS FOR BEER, JIMMY'S GARDEN, LIQUOR, TOBACCO PRODUCT AND WINE; AMENDING SECTION 12.12.060 OF THE HAILEY MUNICIPAL CODE TO PROHIBIT SMOKING, CHEWING OR INGESTION OF TOBACCO AT THE SKATE PARK FACILITY AND JIMMY'S GARDEN; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE UPON PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW.

Hailey Ordinance No. 1100 amends Hailey's Municipal Code, as follows:

Section 1 amends Section 12.12010 of the Hailey Municipal Code, to add definitions for Beer, Jimmy's Garden, Liquor, Tobacco Product and Wine.

Section 2 amends Section 12.12.060 of the Hailey Municipal Code, to provide that smoking, chewing or ingestion of a Tobacco Product by any person, regardless of age, and the consumption or possession of any Liquor, Beer or Wine by any person, regardless of age, at the Skate Park Facility or Jimmy's Garden is prohibited, and that possession of a Tobacco Product by a minor at the Skate Park Facility or Jimmy's Garden is prohibited.

Section 3 provides for a severability clause.

Section 4 provides for a repealer clause.

Section 5 provides for an effective date of the ordinance.

The full text of Ordinance No. 1100 is available at Hailey City Hall at 115 South Main Street, Suite H, Hailey, Idaho 83333 and will be provided to any citizen upon request during regular business hours.

CERTIFICATION OF CITY ATTORNEY

I, the undersigned Attorney at Law, as attorney for the City of Hailey, Idaho, hereby certify that I have read the foregoing summary of Ordinance No. 1100 of the City of Hailey, that I have compared it to the full text of Ordinance No. 1100, and that in my opinion, the above summary is true and complete and provides adequate notice to the public of the contents of said Ordinance.

Dated this 5th day of March, 2012.

Ned Williamson, Hailey City Attorney

Publish: Idaho Mountain Express _____, 2012