AGENDA ITEM SUMMARY

DATE: 8/26/13     DEPARTMENT:                      DEPT. HEAD SIGNATURE:   

SUBJECT: Motion to ratify final grant application and site check list for Community Choices for Idaho grant through Idaho Transportation Department, for $142,000 in funding towards the Cobblestone Sidewalk Project between Wood River Middle School and State Highway 75 subject to final review by the City Administrator and City Attorney

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

This item was briefly discussed at the August 19 council meeting. Since that time I have received confirmation from the School District that they will increase their match amount to $10,000. This grant application is also done through an on-line program that I have been through training on but the specific grant application forms are not complete for use yet. This grant also requires a commitment letter from both us and the School District, a copy of which is attached for your review and approval.

Because I am unable to present a final application at this time I am requesting approval of the commitment letter and that a final review by appropriate city staff be conducted before submittal. The previously submitted pre-application is also attached. In addition, ITD – Shoshone has had some questions regarding this project that need further investigation.

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)

<table>
<thead>
<tr>
<th>City Administrator</th>
<th>Library</th>
<th>Benefits Committee</th>
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<tbody>
<tr>
<td>City Attorney</td>
<td>Mayor</td>
<td>Streets</td>
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<td>City Clerk</td>
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<td>Treasurer</td>
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<td>Engineer</td>
<td>Public Works, Parks</td>
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<td>Fire Dept.</td>
<td>P &amp; Z Commission</td>
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RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to ratify the Mayor's signature on the commitment letter.

ADMINISTRATIVE COMMENTS/APPROVAL:

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

ACTION OF THE CITY COUNCIL:

Date

City Clerk
September 3, 2013

Idaho Transportation Department
Grants Administration Team
Post Office Box 7129
Boise, ID 83707-1129

RE: Community Choices for Idaho Grant Application

To Whom It May Concern:

The City of Hailey is pleased to submit a grant application under the Community Choices for Idaho program for improving the safety of Middle School children in the City of Hailey. We have long shown a commitment of working with both ITD and the Blaine County School District through Safe Routes to School grant projects as well as our own infrastructure improvements to facilitate the safety of school children.

The City of Hailey is committed to provide matching funds for this project in the amount of $10,000 should the grant be approved. Our partner in this project, the Blaine County School District, has committed a matching amount for a total match of $20,000 to emphasis our belief in the need for this project.

Respectfully,

Fritz X. Haemmerle
Mayor
Community Choices for Idaho

Final Application

Application deadline: Tuesday, September 3, 2013 at 5:00 p.m., Mountain Standard Time

Final applications must be submitted to ITD electronically via I-TRIPS. This form cannot be uploaded into I-TRIPS; the answer to each question must be keyed in separately. However, the required attachments can be uploaded into I-TRIPS. I-TRIPS training will be conducted via webinar on ____________________.

One of the required attachments is a Site Checklist. A copy of the checklist is included with this application. It includes environmental screening, budget, and schedule forms. All applicants must complete the Site Checklist and the included forms (to the extent applicable), even if a site visit is not conducted for the project.

For those projects on or adjacent to the state highway system, a draft of this application must be submitted to the applicable ITD District Office for review by August 14, 2013. District contact information can be found at http://itd.idaho.gov/highways/. Submittals to the District Office may be via email, fax, or regular mail.

Please contact the Grants Administration Team at gateam@itd.idaho.gov or 1-800-527-7985 if you have any questions.

APPLICATION INFORMATION

Applicant: City of Hailey

Address: 115 Main St S.

City: Hailey State: ID Zip: 83333

Contact person: Thomas Hellen Title: Public Works Director/City Engineer

Phone: 208-788-9830 Ext 14 Email: tom.hellen@halleycityhall.org

Co-Applicant/Sponsor (if different from Applicant): Blaine County School District

Address: 118 W. Bullion St.

City: Hailey State: ID Zip: 83333

Contact person: Mike Chatterton Title: Business Manager

Phone: 208-578-5000 Email: mchatterton@blaineschool.org

* In the event that the site visit for the project is not complete prior to the deadline, please submit as much information as you have available.
PROJECT INFORMATION

1. Project name: Cobblestone/Middle School Sidewalk Connector.
2. Project location (include street or trail name, city, county, and beginning/end points as applicable): Highway 75 at MP 117. Along Cobblestone Lane to the Blaine County School District Middle School.
3. Owner of project site or right-of-way: City of Hailey.
4. Brief description of project: Approximately 700 ft. of sidewalk to be installed between Hwy 75 and the middle school, revisions to the bulb-out and installation of an RRB pedestrian signal for crossing Hwy 75.

EVALUATION CRITERIA

Projects will be ranked based on project need, benefits, and feasibility. These criteria are described in detail in the Program Guide. If desired, applicants may attach a brief narrative describing the project’s consistency with the evaluation criteria in addition to answering the questions that follow.

1. Briefly describe the need(s) that the project would address: Cobblestone Lane connects Mountain Rides bus stops on Hwy 75 to the middle school. A large number of students use Mountain Rides as their transportation to school. For many students this involves crossing Hwy 75 to the bus stop on the west side of the highway. The RRB would add to the safety of pedestrians crossing the highway. Students and other pedestrians walking on Cobblestone Lane do not have a safe route due to the lack of sidewalks in this area.
2. Briefly describe how the need and the proposed solution were identified: Observations were made by both the middle school administration and the Hailey Police Department of the dangerous situation, especially at the end of the school day, of pedestrian and vehicular congestion on Cobblestone Lane.
3. Briefly describe the public participation process associated with the project, if any: Safety measures were put in place by the Wood River Middle School and Hailey Police Department for patrolling student pedestrians, requiring them to walk off the road. Meetings held between city and school district staff and officials to identify a permanent solution through adequate infrastructure.
4. Briefly describe how the project would enhance mobility, improve safety, or increase economic opportunity (supporting data can be provided if available, such as estimated reduction in crashes, number of jobs created, etc.): The project would enhance mobility by providing an ADA compliant connection from Hwy 75 (Main St.) to the middle school that doesn’t exist currently. Safety for all pedestrians, especially students would be improved both by the provision of a sidewalk as well as an enhancement for crossing Hwy 75 by the installation of an RRB pedestrian signal.
5. If the project purpose is to enhance mobility, identify the population group(s) that would benefit from the project, and the destinations that would be served. A sidewalk connection here would also connect existing sidewalks by the middle school which connect to other areas within the City of Hailey improving access for mobility limited citizens to the business district, specifically both an Albertson’s store, restaurants and a movie theater.
6. Would the project result in guidelines, procedures, research, or data that could be used in other areas of the state? (If yes, please explain) Partner ships between the school district and Mountain Rides Transportation Authority to safely transport students to areas outside school bus routes.
7. Is there stakeholder support for the project (stakeholders include adjacent property owners, populations affected by the project)? The Blaine County School District fully supports this project.
8. Briefly describe the project’s consistency with the program’s financial sustainability goal (i.e., if the project will require future federal funding, does the applicant have a plan for reducing the amount of federal funds that
the project/activity will require over time?): We do not anticipate that this project will require future federal funding.

Total project cost: $157,000

Total amount of Community Choices (federal) funding requested: $142,000

Note: The requested federal funds cannot exceed more than 92.66% of total project cost.

Local match amount (minimum 7.34% of total project cost): $15,000

Source of match: City of Halley and Blaine County School District

Note: You may use non-cash items such as volunteered service or in-kind contributions toward the local match, but you must document the monetary value as an eligible cost for the project and include it in the project budget.

Applications must be accompanied by the following, as applicable:

- Vicinity Map
- Right of Way Certificate (for construction projects)
- Match commitment letter(s)
- Letter(s) of support
- Site Checklist
Local Public Agency's Certificate Of Completion Of Right-Of-Way Activities

<table>
<thead>
<tr>
<th>Local Public Agency</th>
<th>Project No.</th>
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<tbody>
<tr>
<td>City of Hailey</td>
<td>N/A</td>
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<table>
<thead>
<tr>
<th>Project Name</th>
<th>Key No.</th>
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</thead>
<tbody>
<tr>
<td>Cobblestone/Middle School Sidewalk Connector</td>
<td>N/A</td>
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</tbody>
</table>

PART A

The proposed construction project did not require the acquisition of additional real property rights.

☐ Check here if Part A pertains, then skip to Part C below and complete date and signature area of form.

*(If Part A is not applicable, please complete Parts B and C below.)*

PART B

The proposed construction project required the acquisition of additional real property rights. There were ______ ownerships involved and ______ relocations of persons as a result of said acquisitions.

I hereby certify that all acquisitions and relocations, if any, were performed in accordance with our assurances to comply with state and federal laws and regulations related to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and amendments thereto.

It is further certified that in all cases where the real property rights were obtained through donation, that the property owner(s) was fully informed of the right to receive just compensation and the owner has released our agency from its obligation to appraise the property in the event that the estimated value may exceed $2,500.00.

PART C

☐ Check here if there is no utility involvement on this project.

☐ Check here if arrangements have been made to coordinate the relocation of any/all utility facilities.

<table>
<thead>
<tr>
<th>Date</th>
<th>Agency</th>
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<td></td>
<td>City of Hailey</td>
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</table>

Attest (Clerk or Secretary) | Chairman's, President's or Mayor's Signature
Site Checklist

PART 1: QUESTIONS

1. Applicant: City of Hailey, Co-applicant Blaine County School District

2. Project Name: Cobblestone Lane/Middle School Sidewalk Connector

3. Project Manager: Thomas Hellen

4. Contact Information for Project Manager: 208-788-9830 Ext 14, tom.hellen@haileycityhall.org

5. Has the Applicant previously completed a federal aid project? The City of Hailey has completed three Safe Routes to School projects, a TIGER II grant, and numerous non-transportation federal grants

6. Does the Applicant acknowledge that receipt of funds requires compliance with several federal and state requirements, including but not limited to wage, equal opportunity, and environmental requirements? Yes

   a. See Part 3 for a summary of the key requirements. This list is not exhaustive.

7. Facility information (for bicycle/pedestrian projects, as applicable):

   *Attach cross-sectional sketch of proposed facility (may be hand-drawn).

   Bicycle facilities (if applicable):

   o Shared use pathway  X Sharrow  o Striped bicycle lane

   o Widened shoulder  o Other

   Width of pathway, bicycle lane, shoulder, etc.: __________  Length: __________

   Distance from curb (for pathways): _______________________

   Materials used: X Asphalt  o Concrete  o Other

   Pedestrian facilities (if applicable):

   o Sidewalk  X Sidewalk with curb and gutter

   o Other

   Width of sidewalk or other pedestrian facility: 7 foot  Length: ~700 feet

   Distance from curb (for sidewalks): Adjacent

   Materials used: o Asphalt  X Concrete  o Other
Number of curb ramps: 8

Planned or existing curb radii: ________________________________

Questions applicable to bicycle or pedestrian facilities:

This project is:

- Part of Road Widening
- Part of Existing Road

Standards used:

- AASHTO
- Idaho State Public Works Construction
- ITD
- Local

Any areas where facility will narrow to accommodate trees, signs or other obstructions?  

- Yes
- No

If yes, explain: ____________________________________________

What is the plan for maintaining the facility after construction is complete? The City of Hailey will commit to the long term maintenance of the sidewalk and RRFB signal including snow removal in the winter.

Does your community normally require sidewalks or other pedestrian/bicycle improvements as a condition of subdivision or site plan approval (explain)? Yes, although at the time of the platting of this area that requirement was not in place. ___________________
PART 2: FORMS

A. Environmental Screening Form
B. Project Cost Summary Sheet (for infrastructure projects)

Instructions:

1. Line 16 of this form is for Mobilization, calculated as a percentage of the construction items listed on Lines 3 through 14. It is up to the Applicant to determine the appropriate percentage for the project, but 5 to 10% would be considered typical.

2. Line 17 of this form is for Construction Engineering and Contingencies, calculated as a percentage of the construction items listed on Lines 3 through 14 and the Mobilization cost listed on Line 16. Again, it is up to the Applicant to determine the appropriate percentage for the project, but 15% would be considered typical, with 10% allocated to Construction Engineering and 5% allocated to Contingencies.

C. Cost Estimate for Non-Infrastructure Projects: Safe Routes to School (for safe routes to school non-infrastructure projects)
D. Project Schedule (for infrastructure projects)
**ITD 0211 - Environmental Screening**

For Community Transportation Enhancement (CTE), Safe Routes to School (SR2S) and Scenic Byway Projects

**Background** - All project actions which involve a federal nexus (federal funds, federal permits or federal lands) must have an approved environmental document. ITD follows Federal Highway Administration guidelines for environmental documentation.

**Responsibility** - ITD will be responsible for the review and approval of the environmental document. The sponsor is responsible for the preparation of the environmental document. Pre-application coordination with the district office (environmental) is needed. In some cases the sponsor may arrange for ITD to complete all or part of the environmental documentation.

**Purpose of Form** - This form is not an environmental clearance. The questions screen for issues that could require additional analysis or work. If you answer yes to any of the following questions, the environmental requirements or impacts may be greater than expected. The impacts may not be compatible with your budget or schedule. You should seek further assistance from ITD regarding the viability of the project.

**Contacts** - For assistance with the environmental process please contact the ITD District Environmental Planner. An abbreviated environmental clearance is available for pavement marking projects.

Answer the following questions and explain in detail any response that is not clear from simply marking the box. When completed electronically, the form will expand to allow room for explanations.

<table>
<thead>
<tr>
<th>Project Type/Scope of Work (i.e., landscaping, bike/pedestrian path, etc.)</th>
<th>Project Name/Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sidewalk and pedestrian signal</td>
<td>Cobblestone/Middle School Sidewalk Connector, Hailey, ID</td>
</tr>
</tbody>
</table>

**Right of Way/Property Impacts** - Will the project require acquisition of temporary or permanent easements, or right of way? Is the project on, or through, federal lands or tribal lands? Will the project cause a temporary or permanent disruption to a commercial property or residential neighborhood?

Yes | No
---|---

**Traffic** - Does the project add traffic lanes or traffic capacity?

Yes | No
---|---

**Ground Disturbance** - Does the project disturb more than one acre of land?

Yes | No
---|---

**Stormwater** - Where does the water (rain, snowmelt) from this project area drain?

- [ ] Sheet flows to surface waters (canal, stream, lake)
- [ ] Conveyed by ditch or pipe to surface waters
- [X] Storm Sewer System (Municipal system)
- [ ] Infiltrate in Place (retention pond or topography with no drainage outlet [low area])
- [ ] Other – if none of the above conditions

Explain: City of Hailey uses drywells for stormwater collection

**Surface Waters** - Does the project site contain any boggy, swampy, or wetland areas?

Yes | No
---|---

Does the project impact (fill or temporarily impact) any wetland, stream, lake or other water body?

Yes | No
---|---

Explain:
<table>
<thead>
<tr>
<th><strong>Cultural Resources</strong> - Are there historical structures (such as buildings, bridges, canals, etc) over 45 years old within or adjacent to (in some cases within view) of the proposed project site?</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Explain:</td>
<td></td>
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</table>

<table>
<thead>
<tr>
<th><strong>Section 4f -</strong> Is the project site located next to or a part of a special designated land use (i.e., designated park, wildlife refuge, historic district, etc)? Check with local land use map for information.</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Explain:</td>
<td></td>
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</table>

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<tr>
<th><strong>Hazardous Waste</strong> - Is there any indication of waste spill or stain on the project site? Are there any gas stations, dry cleaner, or other industrial facilities adjacent to the project?</th>
<th>Yes</th>
<th>No</th>
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</thead>
<tbody>
<tr>
<td>Explain:</td>
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</table>

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<tr>
<th><strong>Public Involvement –</strong> Based on your public involvement, has any public controversy or issue been identified? Do you anticipate any temporary or permanent disruption to a commercial property or residential neighborhood (access changes or detours, construction noise etc)?</th>
<th>Yes</th>
<th>No</th>
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<tr>
<td>Explain:</td>
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</table>

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<tr>
<th><strong>Irrigation</strong> - Does the project require irrigation? Describe whether the project will require watering and what source will be used for watering.</th>
<th>Yes</th>
<th>No</th>
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</thead>
<tbody>
<tr>
<td>Explain:</td>
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</table>

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<thead>
<tr>
<th><strong>Right of Way Encroachment -</strong> Are there any signs, trees or other features you plan to locate within ITD right of way?</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Explain:</td>
<td>RRFB pedestrian signal at the Highway 75 crosswalk</td>
<td></td>
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</table>

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<thead>
<tr>
<th><strong>Offsite Work</strong> - Will the project require off-site grading, excavation or trenching for utilities, lighting, drainage or other work?</th>
<th>Yes</th>
<th>No</th>
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<tbody>
<tr>
<td>Explain:</td>
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</table>

Describe any other known or suspected environmental issue that has not been covered

---

**Preparer's Printed Name**

| Thomas Hellen |
| City Engineer |

**Agency or Firm**

| City of Hailey |

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**Recommendation**

- Based on the information in the project application and on this form, the project is likely to be eligible for a Categorical Exclusion.

- Based on the information in the project application and on this form, there were environmental areas of concern that should be further discussed prior to funding this project.

- There was not enough information in the project application and on this form to assess potential environmental issues.
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<th>Begin Mile Post</th>
<th>End Mile Post</th>
<th>Length in Miles</th>
<th>Previous ITD 1150</th>
<th>Initial or Revise To</th>
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<tr>
<td>1a. Preliminary Engineering (PE)</td>
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<td>1b. Preliminary Engineering by Consultant (PEC)</td>
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<tr>
<td>2. Right-of-Way: Number of Parcels</td>
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<td>Number of Relocations</td>
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<td>3. Utility Adjustments: □ Work □ Materials □ By State □ By Others</td>
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<td>4. Earthwork</td>
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<td>5. Drainage and Minor Structures</td>
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<td>6. Pavement and Base</td>
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<td>7. Railroad Crossing:</td>
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<td>Grade/Separation Structure</td>
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<td>At-Grade Signals □ Yes □ No</td>
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<td>8. Bridges/Grade Separation Structures:</td>
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<td>□ New Structure</td>
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<tr>
<td>Location</td>
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<td>Length/Width</td>
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<td>9. Traffic Items (Delineators, Signing, Channelization, Lighting, and Signals)</td>
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<td></td>
<td>10,000</td>
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<td>10. Construction Traffic Control (Sign, Pavement Markings, Flagging, and Traffic Separation)</td>
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<td>11. Detours</td>
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<td>12. Landscaping</td>
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<td>13. Mitigation Measures</td>
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<td>14. Other Items (Roadside Development, Guardrail, Fencing, Sidewalks, Curb and Gutter, C.S.S. Items)</td>
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<td>15. Cost of Constructions (Items 3 through 14)</td>
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<td>111,000</td>
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<td>16. Mobilization 10% of Item 15</td>
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<td>11,000</td>
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<td>17. Construction Engineer and Contingencies 20% of Items 15 and 16</td>
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<td></td>
<td>25,000</td>
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<tr>
<td>18. Total Construction Cost (15 + 16 + 17)</td>
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<td>147,000</td>
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<tr>
<td>19. Total Project Cost (1 + 2 + 18)</td>
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<td>157,000</td>
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<tr>
<td>20. Project Cost Per Mile</td>
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Prepared By:
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<tr>
<th>Project Function</th>
<th>Year Quarter</th>
<th>2014</th>
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<td></td>
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<td>Oct-Dec</td>
<td>Jan-Mar</td>
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<tr>
<td>State/Local Agreement &amp; Consultant Services Agreement</td>
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<td>Project Concept</td>
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<td>Environmental Review</td>
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<td>Right-of-Way; Easement Acquisition</td>
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<td>X</td>
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<td>Final Design</td>
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<td>Target Date for Funding Obligation</td>
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<td>Advertise &amp; Award</td>
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<td>Construction</td>
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AGENDA ITEM SUMMARY

DATE: 8/26/2013          DEPARTMENT: Legal                  DEPT. HEAD SIGNATURE:  

SUBJECT:
Mediation Agreement

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

As you know, Knife River has made a claim against Hailey for delays allegedly attributable to utilities during the Woodside Boulevard Reconstruction project. As permitted under the contract with Knife River, Hailey has elected to proceed with mediation with Knife River. The utility companies (Idaho Power, Cox Communications and Century Link) have agreed to participate in the mediation. Intermountain Gas has declined to participate but has just informed me that it has reached a settlement with Knife River. The mediation is scheduled for Wednesday, August 28, 2013, in Boise, Idaho.

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to approve the Mediation Agreement and authorize the mayor to sign the Mediation Agreement and Resolution No. 2013-__  

FOLLOW-UP REMARKS:
CITY OF HAILEY
RESOLUTION NO. 2013-64

RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY
AUTHORIZING THE EXECUTION OF CONTRACT FOR SERVICES WITH JIM
GILLESPIE, FOR MEDIATION SERVICES WITH KNIFE RIVER REGARDING
COMPLETION OF WOODSIDE BLVD PROJECT

WHEREAS, the City of Hailey desires to enter into an agreement with Jim Gillespie
under which Jim Gillespie will perform and be responsible for mediation services between the
City of Hailey and Knife River.

WHEREAS, the City of Hailey and Jim Gillespie have agreed to the terms and conditions
of the agreement, a copy of which is attached hereto.

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

Passed this 26th day of August, 2013.

City of Hailey

Fritz X. Haemmerle, Mayor

ATTEST:

Mary Cone, City Clerk

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MEDIATION AGREEMENT

Case Name: Woodside Boulevard Reconstruction

Case No.

We, the undersigned participants, agree to utilize the mediation services of James R. Gillespie ("mediator") to facilitate a settlement of the dispute, and acknowledge and accept the following terms and conditions:

1. The parties consent to the selection/appointment of James R. Gillespie to act as mediator in this matter and elect to mediate their civil dispute under the terms and conditions of the Mediation Program Procedures set forth in I.R.C.P. 16(k). The mediator shall act as an advocate for resolution and shall use his best good faith efforts to assist the parties in reaching a mutually acceptable agreement. The mediator will maintain impartiality toward all parties.

2. Mediation is a voluntary process for settlement negotiations. In this context, mediators act as impartial third parties exclusively and do not represent any disputant or otherwise practice law. The mediator will not give legal advice. Likewise, the mediator is not a judge, nor does the mediator have the power or authority to force a settlement on the parties. Participants are encouraged to consult with their own attorney regarding their legal rights and responsibilities.

3. All statements made during the mediation process are deemed to be privileged and inadmissible for any purpose in any proceeding. The parties will not subpoena or otherwise require the mediator to testify or produce records, reports, notes, or other documents reviewed, received or prepared by the mediator during the course of the mediation process.

4. The parties, and each of them, agree that they or anyone representing them will not at any time before, during or after mediation of this dispute, call the mediator as a witness in any legal or administrative proceeding concerning this dispute.

5. The parties, and each of them, agree that they or anyone representing them will not subpoena or request the production of any records, notes or work product of the mediator in any legal or administrative proceeding that arises before, during or after the mediation of this dispute. However, any agreement resulting from the mediation that is intended by the parties to have legal effect and to be legally enforceable, unless the agreement provides otherwise, may be subpoenaed, requested for production, or produced in any proceeding to which it is relevant.

6. The undersigned parties certify that they are the real parties in interest or represent a party and have the authority to participate in this mediation and have the authority to make a binding settlement.

7. All privileges and the protection of attorney work product that pre-existed the mediation are unaffected by the mediation, whether or not disclosure is made in the mediation.

8. Additionally, the mediator may hold a private meeting or "caucus" with one participant. Information revealed in a private caucus may, at the discretion of the mediator, be disclosed to the opposing party, unless the participant does not wish the information disclosed and so informs the mediator.
9. The mediator has no liability for any act or omission in connection with the mediation. The undersigned agree to hold the mediator harmless against errors, omissions or future negative consequences that may follow from the provisions of the mediation process or the drafting of the brief summary of the agreements reached by the parties. I understand that the mediator cannot guarantee the outcome or success of the agreements between the parties or resolution of the dispute between or among the parties.

10. The mediator's fee shall be $185.00 per hour, plus all costs and expenses incurred, and payment will be borne equally by the parties unless otherwise specifically provided, and in accordance with I.R.C.P. 16(k)(8). It is the mediator's position that the attorneys representing the parties have arranged for his services and are also responsible for payment of the billing statement.

SIGNED before mediation this _____ day of August, 2013.

__________________________________________
Plaintiff(s)

__________________________________________
Attorney

__________________________________________
Defendant(s)

__________________________________________
Attorney

Mediator
AGENDA ITEM SUMMARY

DATE: 8-26-2013  DEPARTMENT: CDD  DEPT. HEAD SIGNATURE: MA

SUBJECT: Motion to acknowledge formal transmittal and receipt of the Urban Renewal Plan for the Gateway District Urban Renewal Project and authorize Mayor Haemmerle to formally transmit the Gateway District Plan along with Resolution HURA 2013-5 to all taxing districts within the Project Area and providing notice of the public hearing on October 7 seeking public comment, in compliance with Idaho Code Section 50-2906 and 50-2905.

AUTHORITY: □ ID Code 50-2906 and 50-2905  □ IAR___________ □ C
(If Applicable)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

On August 21, 2013, the Hailey Urban Renewal Agency formally adopted the Urban Renewal Plan for the Gateway District Urban Renewal Project by Resolution HURA 2013-5. According to Idaho Code Sections 50-2905 and 50-2906, the Plan must be formally transmitted to all taxing district with the Project Area no sooner than 30 days prior to the formal public hearing before the City Council to adopt the plan and ordinance authorizing the Urban Renewal District. The public hearing has been set for October 7, 2013 at which time the City Council will consider the Plan for adoption, the ordinance for adoption, and may proceed with the First Reading of the ordinance if there are no concerns.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

None

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (If Applicable)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Acknowledge formal transmittal and receipt of the Urban Renewal Plan for the Gateway District Urban Renewal Project and instruct city staff and the Hailey Urban Renewal Agency to proceed as outlined in Idaho Code Section 50-20, the Urban Renewal Law and other applicable state statutes.

ACTION OF THE CITY COUNCIL:

Date: _______________________
City Clerk _______________________

______________________________
FOLLOW-UP:

*Ord./Res./Agmt./Order Originals: Record  *Additional/Exceptional Originals to:

Copies (all info.): instrument #
Copies (AIS only)
August 21, 2013

Mayor Fritz Haemmerle
CITY OF HAILEY
115 Main Street South
Hailey, Idaho 83333

RE: Gateway District Urban Renewal Project Urban Renewal Plan

Dear Mayor Haemmerle:

In compliance with the Idaho Urban Renewal Law of 1965, as amended, Chapter 20, Title 50 (the "Law") and the Local Economic Development Act, Chapter 29, Title 50, Idaho Code, as amended (the "Act"), I am pleased to provide you with a copy of the Gateway District Urban Renewal Project Urban Renewal Plan (the "Gateway District Plan"), adopted by the Hailey Urban Renewal Agency on August 21, 2013, pursuant to Agency Resolution 2013-05, a copy of which is also enclosed. Under the provisions of the Law and the Act, a public hearing must be held by the City Council prior to final reading of the Ordinance adopting the Gateway District Plan. I am herewith requesting that you schedule the readings and the public hearing before the City Council in conformance with the City’s Ordinance approval process. I understand the public hearing will be scheduled for October 7, 2013, at 5:30 p.m. in the City Council Chambers with the second and third readings scheduled for October 21, 2013.

I have also requested that the City Clerk publish notice of the public hearing, and transmit the proposed Gateway District Plan and Agency resolution adopting the Gateway District Plan to the governing bodies of each taxing district affected by the revenue allocation financing provisions contained in the Gateway District Plan. These taxing entities will have received the referenced information no later than at least 30 days prior to the proposed hearing date as required by the statute, and publication of the notice in the Idaho Mountain Express no later than 30 days prior to the public hearing date.

The Gateway District Plan must also be reviewed by the Planning & Zoning Commission within this same time frame. The Commission will need to make a finding concerning compliance with the City’s Comprehensive Plan. I understand the Commission has scheduled a meeting for September 9, 2013, to consider this Gateway District Plan.

Thank you for your cooperation in this matter. If you have any questions please do not hesitate to contact me.

Very truly yours,

HAILEY URBAN RENEWAL AGENCY

Chair, Jason Miller

c: Ryan P. Armbruster, Esquire
August 21, 2013

Mary Cone
City Clerk
CITY OF HAILEY
115 Main Street South
Hailey, Idaho 83333

RE: Gateway District Urban Renewal Project Urban Renewal Plan

Dear Mary:

In compliance with the Idaho Urban Renewal Law of 1965, as amended, Chapter 20, Title 50, Idaho Code (the “Law”) and the Local Economic Development Act, as amended, Chapter 29, Title 50, Idaho Code (the “Act”), I am pleased to provide you the Gateway District Urban Renewal Project Urban Renewal Plan (“Gateway District Plan”), adopted by the Hailey Urban Renewal Agency on August 21, 2013, pursuant to Agency Resolution No. 2013-05, a copy of which is also enclosed. Under the provisions of the Law and the Act, a public hearing must be held by the City Council prior to final reading of the Ordinance adopting the Gateway District Plan. I have requested that the Mayor schedule the readings and the public hearing in compliance with the City’s approval process.

The Act requires at least 30 days notice, but no more than 60 days notice, of the public hearing. I understand a notice of the hearing date will be published in the Idaho Mountain Express on September 4 and 18, 2013, indicating the public hearing will be scheduled for October 7, 2013, at 5:30 p.m., in the City Council Chambers. I understand the second and third readings of the ordinance are scheduled for October 21, 2013. Copies of the notice, along with copies of the proposed Gateway District Plan and the Agency Resolution, should be transmitted to the governing bodies of each taxing district affected by the revenue allocation financing provisions, i.e., Blaine County Commissioners, city of Hailey, School District, Blaine County Ambulance, and Cemetery District. The taxing entities must receive that information no later than at least 30 days prior to the hearing. I have enclosed a proposed letter to the taxing entities. A form notice of publication is also enclosed for your consideration.

The Gateway District Plan must also be reviewed by the Planning & Zoning Commission within this timeframe. The Commission will need to make a finding concerning compliance with the City’s Comprehensive Plan. I understand Planning and Zoning will consider the Plan on September 9, 2013.

Thank you for your cooperation in this matter. If you have any questions please do not hesitate to contact me.

Very truly yours,

HAILEY URBAN RENEWAL AGENCY

Chair, Jason Miller

c: Mayor Fritz Haemmerle
Ryan P. Armbruster, Esquire
RESOLUTION NO. HURA 2013-5

BY THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF THE CITY OF HAILEY, IDAHO A/K/A HAILEY URBAN RENEWAL AGENCY:

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF THE CITY OF HAILEY, IDAHO A/K/A THE HAILEY URBAN RENEWAL AGENCY, RECOMMENDING AND ADOPTING THE GATEWAY DISTRICT URBAN RENEWAL PROJECT URBAN RENEWAL PLAN, WHICH PLAN INCLUDES REVENUE ALLOCATION FINANCING PROVISIONS; AUTHORIZING THE CHAIR AND SECRETARY TO TAKE APPROPRIATE ACTION AND PROVIDING FOR THE RESOLUTION TO BE EFFECTIVE UPON ITS PASSAGE AND APPROVAL.

THIS RESOLUTION, made on the date hereinafter set forth by the Urban Renewal Agency of Hailey, Idaho, also known as the Hailey Urban Renewal Agency, an independent public body corporate and politic, authorized under the authority of the Idaho Urban Renewal Law of 1965, as amended, Chapter 20, Title 50, Idaho Code, a duly created and functioning urban renewal agency for Hailey, Idaho, hereinafter referred to as the “Agency,”

WHEREAS, the Agency, an independent public body, corporate and politic, is an urban renewal agency created by and existing under the authority of and pursuant to the Idaho Urban Renewal Law of 1965, being Idaho Code, Title 50, Chapter 20, as amended and supplemented (“Law”);

WHEREAS, on or about January 25, 2010, by Resolution No. 2010-02 the City Council (“City Council”) of the city of Hailey (“City”) found that deteriorating areas exist in the City; therefore, for the purposes of the Law, the City Council created an urban renewal agency pursuant to Chapter 20, Title 50, Idaho Code, authorizing it to transact business and exercise the powers granted by the Law and Act upon making the findings of necessity required for creating said Agency;

WHEREAS, pursuant to Resolution No. 2010-02, the Mayor, with the advice and consent of the City Council, appointed a Board of Commissioners of the Agency;


WHEREAS, on or about June 13, 2011, by Resolution No. 2011-15, the City Council amended Resolution No. 2010-02 to include a map of the deteriorated or deteriorating areas as designated as existing within the City of Hailey by Resolution No. 2010-02;

WHEREAS, the Agency, has retained Kushlan and Associates, LLC (“Kushlan”) to study HURA RESOLUTION NO. 2013 – 5

Adopted: August 21, 2013
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the area in question and to prepare an eligibility report (the "Report"), which would examine the
designated urban renewal area for the purpose of determining whether such area is a
deteriorating area and deteriorated area as defined by Idaho Code, Section 50-2018(9) and 50-
2903(8)(b);

WHEREAS, Kushlan has completed the study and identifies the area contained in the
Report, and describes a potential project area, and provides additional information concerning
the proposed project area;

WHEREAS, the Report dated April 5, 2013, has been submitted to the Agency for their
consideration and approval at the Agency’s meeting of April 5, 2013;

WHEREAS, the Agency accepted the Report by way of Resolution No. 2013-3 at the
April 5, 2013, meeting of the Agency Board;

WHEREAS, at its April 15, 2013, meeting the City considered the Report for designation
of an urban renewal area;

WHEREAS, by approval of the City’s Resolution No. 2013-3, the City directed the
Agency to commence preparation of an urban renewal plan for the area designated;

WHEREAS, pursuant to Idaho Code Section 50-2008, an urban renewal project may not
be planned or initiated unless the local governing body has, by resolution, determined such area
to be a deteriorated area or deteriorating area, or combination thereof, and designated such area
as appropriate for an urban renewal project;

WHEREAS, Idaho Code Section 50-2906, also requires that in order to adopt an urban
renewal plan containing a revenue allocation financing provision, the local governing body must
make a finding or determination that the area included in such plan is a deteriorated area or
deteriorating area;

WHEREAS, the Agency has embarked on an Urban Renewal Project referred to as the
Gateway District Urban Renewal Project Urban Renewal Plan ("Gateway District Plan") to
redevelop a portion of Hailey, pursuant to the Law and the Local Economic Development Act, as
amended, Chapter 29, Title 50, Idaho Code (hereinafter the "Act");

WHEREAS, the Gateway District Plan proposes to create an urban renewal area
commonly known as the Gateway District Area, which area is generally bounded by McKercher
Boulevard on the north, Highway 75 on the south, the alley between 1st Avenue and Main Street
on the east, and 120 feet west of the River Street right-of-way on the west;

WHEREAS, the Agency has prepared the proposed Gateway District Plan for the area
previously designated as eligible for urban renewal planning but eliminating certain parcels and
properties in order to comply with the statutory requirements concerning the base assessment roll;

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WHEREAS, the Act authorizes certain urban renewal agencies (including the Agency), to adopt revenue allocation financing provisions as part of their urban renewal plans;

WHEREAS, in order to implement the provisions of the Act and the Law either the Agency may prepare a plan, or any person, public or private, may submit such plan to the Agency;

WHEREAS, such Gateway District Plan also contains provisions of revenue allocation financing as allowed by the Act;

WHEREAS, in order to implement the provisions of the Act, the Agency shall prepare and adopt a plan for each revenue allocation area and submit the Gateway District Plan and recommendation for approval thereof to the City;

WHEREAS, as required by the Act, the Agency has reviewed the information within the Gateway District Plan concerning use of revenue allocation funds and approved such information and considered the Gateway District Plan at its meetings of July 31, 2013 and August 21, 2013;

WHEREAS, such Gateway District Plan will be tendered to the Planning and Zoning Commission and to the City for their consideration and review as required by the Law and the Act;

WHEREAS, under the Act, the Gateway Plan shall include a statement: (1) describing the total assessed valuation of the base assessment roll of the revenue allocation area and the total assessed valuation of all taxable property within the municipality; (2) listing the kind, number, and location of all proposed public works or improvements within the revenue allocation area; (3) an economic feasibility study; (4) a detailed list of estimated project costs; (5) a fiscal impact statement showing the impact of the revenue allocation area, both until and after the bonds are repaid, upon all taxing districts levying taxes upon property in the revenue allocation area; and (6) a description of the methods of financing all estimated project costs and the time when related costs or monetary obligations are to be incurred; (7) a termination date for the plan and the revenue allocation area as provided for in section 50-2903(2); and (8) a description of the disposition or retention of any assets of the agency upon the termination date;

WHEREAS, it is necessary and in the best interests of the citizens of Hailey to recommend approval of the Gateway District Plan and to adopt, as part of the Gateway District Plan, revenue allocation financing provisions that will help finance urban renewal projects to be completed in accordance with the Gateway District Plan (as now or hereafter amended), in order to (1) encourage private development in the urban renewal area; (2) to prevent and arrest decay of the Gateway District Area due to the inability of existing financing methods to provide needed public improvements; (3) to encourage taxing districts to cooperate in the allocation of future tax revenues arising in the Gateway District Plan Area in order to facilitate the long-term growth of their common tax base; (4) to encourage the long-term growth of their common tax base; (5) to encourage private investment within the city and (6) to further the public purposes of the Agency;

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Adopted: August 21, 2013
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WHEREAS, the Board of Commissioners of the Agency finds that the equalized assessed valuation of the taxable property in the revenue allocation area described in Attachments 1 and 2 of the Gateway District Plan is likely to increase as a result of initiation of urban renewal projects in accordance with the Gateway District Plan;

WHEREAS, under the Law and Act, any such plan should provide for (1) a feasible method for the location of families who will be displaced from the urban renewal area in decent, safe and sanitary dwelling accommodations within their means and without undue hardship to such families; (2) the urban renewal plan should conform to the general plan of the municipality as a whole; (3) the urban renewal plan should give due consideration to the provision of adequate park and recreational areas and facilities that may be desirable for neighborhood improvement, with special consideration for the health, safety and welfare of the children residing in the general vicinity of the site covered by the plan; and (4) the urban renewal plan should afford maximum opportunity, consistent with the sound needs of the municipality as a whole, for the rehabilitation or redevelopment of the urban renewal area by private enterprise;

WHEREAS, if the urban renewal area consists of an area of open land to be acquired by the urban renewal agency, such area shall not be so acquired unless (1) if it is to be developed for residential uses, the local governing body shall determine that a shortage of housing of sound standards and design which is decent, safe and sanitary exists in the municipality; that the need for housing accommodations has been or will be increased as a result of the clearance of slums in other areas; that the conditions of blight in the area and the shortage of decent, safe and sanitary housing cause or contribute to an increase in and spread of disease and crime and constitute a menace to the public health, safety, morals, or welfare; and that the acquisition of the area for residential uses is an integral part of and essential to the program of the municipality, or (2) if it is to be developed for nonresidential uses, the local governing body shall determine that such nonresidential uses are necessary and appropriate to facilitate the proper growth and development of the community in accordance with sound planning standards and local community objectives, which acquisition may require the exercise of governmental action, as provided in the Law, because of defective or unusual conditions of title, diversity of ownership, tax delinquency, improper subdivisions, outmoded street patterns, deterioration of site, economic disuse, unsuitable topography or faulty lot layouts, the need for the correlation of the area with other areas of the municipality by streets and modern traffic requirements, or any combination of such factors or other conditions which retard development of the area;

WHEREAS, the base assessment roll of the Gateway District Area cannot exceed ten percent (10%) of the Base Assessment Value of Hailey;

WHEREAS, the Agency Board finds it in the best interests of the Agency and the public to formally adopt the Gateway District Plan, as set forth in Exhibit 1 attached hereto, and to forward it to the Mayor and City, and recommend its adoption.

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF THE CITY OF HAILEY, IDAHO, A/K/A/ HAILEY URBAN RENEWAL AGENCY, AS FOLLOWS:

Section 1. That the above statements are true and correct.

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Section 2: It is hereby found and determined that the project area as defined in the Gateway District Plan is a deteriorated or a deteriorating area as defined in the Law and the Act and qualifies as an eligible urban renewal area under the Urban Renewal Law.

Section 3: That the Agency specifically adopts the Gateway District Plan.

Section 4: That the Agency recommends that the Gateway District Plan, a copy of which is attached hereto as Exhibit 1, and incorporated herein by reference, be adopted by the City, including those sections, modifications, or text discussed at the July 31, 2013 and August 21, 2013, Board meetings.

Section 5: That this Resolution constitutes the necessary action of the Agency under the Act, Section 50-2905, recommending approval by the City and that the Gateway District Plan includes a statement: (1) describing the total assessed valuation of the base assessment roll of the revenue allocation area and the total assessed valuation of all taxable property within the municipality; (2) listing the kind, number, and location of all proposed public works or improvements within the revenue allocation area; (3) an economic feasibility study; (4) a detailed list of estimated project costs; (5) a fiscal impact statement showing the impact of the revenue allocation area, both until and after the bonds are repaid, upon all taxing districts levying taxes upon property in the revenue allocation area; and (6) a description of the methods of financing all estimated project costs and the time when related costs or monetary obligations are to be incurred; (7) a termination date for the plan and the revenue allocation area as provided for in section 50-2903(2); and (8) a description of the disposition or retention of any assets of the agency upon the termination date.

Section 6: It is hereby found and determined that:

(a) The Gateway District Plan gives due consideration to the provision of adequate park and recreation areas and facilities that may be desirable for neighborhood improvement (recognizing the commercial component of the Gateway District Plan and the need for public improvements), and shows consideration for the health, safety, and welfare of any residents or businesses in the general vicinity of the urban renewal area covered by the Gateway District Plan.

(b) The Gateway District Plan affords maximum opportunity consistent with the sound needs of Hailey as a whole for the rehabilitation and redevelopment of the project area by private enterprises.

(c) The Gateway District Plan provides a feasible method for relocation of any displaced families residing within the project area.

(d) The project area and revenue allocation area may contain certain open land, that the Agency does not intend to acquire any open land on any widespread basis, and that the project area is planned to be redeveloped in a manner that will include both residential and non-residential uses.

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Adopted: August 21, 2013
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Provided, however, that if portions of the project area and revenue allocation area are deemed "open land" the criteria set forth in the Law and Act have been met.

(e) The portion of the project area which is identified for non-residential uses is necessary and appropriate to facilitate the proper growth and development standards in accordance with the objectives of the Comprehensive Plan to overcome economic disuse, the need for improved traffic patterns and the need for the correlation of this area with other areas of Hailey.

(f) As currently constituted, the base assessment roll of the Gateway District Area does not exceed ten percent (10%) of the assessed value of Hailey.

(g) The Gateway District Plan includes a revenue allocation provision and the Agency has determined that the equalized assessed valuation of the revenue allocation area will likely increase as the result of the initiation of an urban renewal project.

(h) The Plan is sufficiently complete to indicate any land acquisition, demolition and removal of structures, redevelopment, improvements, and rehabilitation as may be proposed to be carried out in the urban renewal area. Additionally, the Plan provides and the Board hereby adopts the following policies concerning property acquisition:

(i) The Agency intends to invoke the right of eminent domain only in the rarest of circumstances and in full compliance with statutory provisions.

(ii) Any owner participation agreement between the Agency and the property owner shall contain a provision that will address the right of the Agency to purchase the property from the property owner through a determined price or a formula to establish the purchase price.

Section 7: The Chair, Secretary, and Administrator of the Agency are hereby authorized and directed to take all steps necessary and convenient to submit the proposed Gateway District Plan for approval by the City, including but not limited to the preparation of the notice of public hearing on adoption of the revenue allocation financing provisions by the City and submittal of the Gateway District Plan to the various taxing entities as required by Idaho Code Section 50-2906.

Section 8: That this Resolution shall be in full force and effect immediately upon its adoption and approval.

HURA RESOLUTION NO. 2013 – 5
Adopted: August 21, 2013
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PASSED By the Urban Renewal Agency of the city of Hailey, Idaho, on August 21, 2013. Signed by the Chair of the Board of Commissioners, and attested by the Secretary to the Board of Commissioners, on August 21, 2013.

HAILEY URBAN RENEWAL AGENCY

Chair

ATTEST:

By

Secretary
Exhibit 1
(see next page)
August 22, 2013

Blaine County
115 S. Main Street
Hailey, ID 83333

RE: Gateway District Urban Renewal Project Urban Renewal Plan

Dear Sir or Madam:

Enclosed is a copy of a formal notice that will be published in the Idaho Mountain Express on September 4 and 18, 2013, advising that the Hailey City Council will hold a public hearing in the upstairs meeting room of the Hailey City Hall, 115 Main Street South, Hailey, Idaho, 83333, on October 7, 2013, at 5:30 p.m., to consider the Gateway District Urban Renewal Project Urban Renewal Plan (the “Gateway District Plan”) of the Urban Renewal Agency of Hailey. At that time the City Council will consider the first reading of the Ordinance adopting the Gateway District Plan. The second and third readings are scheduled for October 21, 2013.

This letter also serves as notice to you, in compliance with Idaho Code Section 50-2906, that the Gateway District Plan contains a revenue allocation provision and the Urban Renewal Agency of Hailey recommends approval of the Gateway District Plan.

A copy of the Gateway District Plan and Resolution adopted by the Agency are also enclosed. As required by Idaho Code Section 50-2905, the Gateway District Plan contains a statement (1) describing the total assessed valuation of the base assessment roll of the revenue allocation area and the total assessed valuation of all taxable property within the municipality; (2) listing the kind, number, and location of all proposed public works or improvements within the revenue allocation area; (3) an economic feasibility study; (4) a detailed list of estimated project costs; (5) a fiscal impact statement showing the impact of the revenue allocation area, both until and after the bonds are repaid, upon all taxing districts levying taxes upon property in the revenue allocation area; and (6) a description of the methods of financing all estimated project costs and the time when related costs or monetary obligations are to be incurred; (7) a termination date for the plan and the revenue allocation area as provided for in section 50-2903(2); and (8) a description of the disposition or retention of any assets of the agency upon the termination date. You are encouraged to provide your comments, either in writing or at the public hearing.

In the event you would like to schedule a separate meeting to discuss the Gateway District Plan, representatives of the City and/or the Agency will make themselves available to explain the Gateway District Plan.

Sincerely,

Mayor Fritz Haemmerle

Mary Cone, City Clerk

Enclosures
NOTICE OF REGULAR MEETING AND PUBLIC HEARING BY THE
CITY COUNCIL OF THE CITY OF HAILEY
TO CONSIDER THE
GATEWAY DISTRICT URBAN RENEWAL PROJECT
URBAN RENEWAL PLAN
OF THE HAILEY URBAN RENEWAL AGENCY
OF THE CITY OF HAILEY

NOTICE IS HEREBY GIVEN that the City Council of the city of Hailey will hold
during its regular meeting, a public hearing in the upstairs meeting room of Hailey City Hall, 115
Main Street South, Hailey, Idaho, 83333 on October 7, 2013, at 5:30 p.m., to consider the
Gateway District Urban Renewal Project Urban Renewal Plan ("Plan") of the Hailey Urban
Renewal Agency ("Agency"). The boundaries of the Plan Area are hereinafter described. The
boundaries include both urban renewal and revenue allocation areas. The Plan proposes that the
Agency undertake urban renewal projects pursuant to the Idaho Urban Renewal Law of 1965 as
amended. The Plan proposes to create an urban renewal area commonly referred to as the
Gateway District Urban Renewal Project Area. The Plan being considered for adoption contains
a revenue allocation financing provision pursuant to the Local Economic Development Act,
Chapter 29, Title 50, Idaho Code, that will cause property taxes resulting from any increase in
equalized assessed valuation in excess of the equalized assessed valuation as shown on the base
assessment roll as of January 1, 2013, to be allocated to the Agency for urban renewal purposes.
The Agency has adopted and recommended approval of the Plan. The City Council will also be
considering the first reading of an Ordinance to adopt the Plan. The second and third readings of
the Ordinance are scheduled for October 21, 2013, at 5:30 p.m.

The general scope and objectives of the Plan are:

1. The acquisition of certain real property (if needed);

2. The demolition or removal of certain buildings and improvements for public
   rights-of-way for streets, utilities, walkways, and other improvements, for public
   facility building sites, to eliminate unhealthful, unsanitary, or unsafe conditions,
   enhance density, eliminate obsolete or other uses detrimental to the public welfare
   or otherwise to remove or to prevent the spread of deteriorating or deteriorated
   conditions;

3. The provision for participation by the property owner within the Project Area to
   achieve the objectives of this Plan;

4. The management of any property acquired by and under the ownership and
   control of the Agency;

5. The provision for relocation assistance to displaced Project occupants, as required
   by law;

6. The installation, construction, or reconstruction of streets, railroad spurs (as
   allowed by law), utilities, including electrical distribution and transmission lines
   in underground configuration, if needed to encourage new developments, fiber
optic or other communication systems, parking facilities, and other public improvements, including, but not limited to, irrigation and drainage laterals and ditches, canal crossings, storm drain systems, water and sewer improvements, fire protection systems, streetlights and other public improvements, including community facilities owned or occupied by the Agency or other public agencies, including the City's walkways, public open spaces, community centers, cultural centers, and visitors or information centers as may be deemed appropriate by the Board of Commissioners;

7. The disposition of property for uses in accordance with this Plan;

8. The redevelopment of land by private enterprise or public agencies for uses in accordance with this Plan;

9. The rehabilitation of structures and improvements by present owners, their successors, and the Agency;

10. The preparation and assembly of adequate sites for the development and construction of facilities for industrial, commercial, retail, and governmental use;

11. To the extent allowed by law, lend or invest federal funds to facilitate redevelopment; and

12. The construction of foundations, platforms, and other like structural forms necessary for the provision or utilization of air rights, sites for buildings to be used for residential, commercial, industrial, and other uses contemplated by the Plan, and to provide utilities to the development site.

Any such land uses as described in the Plan will be in conformance with zoning for the city of Hailey and the Comprehensive Plan for the city of Hailey, as adopted by the City Council. Land made available will be developed by private enterprises or public agencies as authorized by law. The Plan identifies various public and private improvements which may be made within the Urban Renewal Area.

The Urban Renewal Project Area and Revenue Allocation Area herein referred to is located generally as follows:

An area consisting of approximately 144 acres of property located within the city limits generally bounded by McKercher Boulevard on the north, Highway 75 on the south, the alley between 1st Avenue and Main Street on the east and 120 feet west of the River Street right-of-way on the west.

The project area is also depicted in the map below.
Copies of the proposed Plan are on file for public inspection and copying for the cost of duplication at the office of the City Clerk of Hailey, 115 Main Street South, Hailey, Idaho, 83333, between the hours of 8:00 o'clock a.m. and 4:00 o'clock p.m., Monday through Friday, exclusive of holidays or available at www.haileycityhall.org/planning/UrbanRenewalAgency.

The hearing will be held in a handicapped accessible facility. All information presented in the hearing shall also be available upon advance request in a form usable by persons with hearing or visual impairments; individuals with other disabilities may receive assistance by contacting the City 24 hours prior to the hearing.

At the hearing date, time, and place noted above (October 7, 2013, at 5:30 p.m.), all persons interested in the above matters may appear and be heard. Written comments will also be accepted. Comments should be directed to the Community Development Department of Hailey. Written comments should be submitted prior to the hearing date.

DATED this 21 day of August, 2013.

Publish Idaho Mountain Express: September 4 and 18, 2013.
# Confirmation of Formal Transmittal of the Urban Renewal Plan for the Gateway District Urban Renewal Project to the Local Taxing Districts

<table>
<thead>
<tr>
<th>Taxing District</th>
<th>Address</th>
<th>Signature Acknowledging Transmittal of Plan</th>
<th>Printed Name of Taxing District Representative</th>
<th>Date of Transmittal of Plan</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Hailey</td>
<td>115 S. Main Street Hailey, ID 83333</td>
<td></td>
<td></td>
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<tr>
<td>Blaine County</td>
<td>206 1st Ave. S Suite 200 Hailey, ID 83333</td>
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</tr>
<tr>
<td>Blaine County Ambulance District</td>
<td>117 E Walnut Hailey, ID 8333</td>
<td></td>
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<tr>
<td>Blaine County Recreation District</td>
<td>1050 Fox Acres Rd. Suite 107 Hailey, ID 83333</td>
<td></td>
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<td>Blaine County School District</td>
<td>118 W. Bullion St Hailey, ID 83333</td>
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<tr>
<td>Hailey Cemetery District</td>
<td>511 Maple PO Box 4515 Hailey, Idaho 83333</td>
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<tr>
<td>Big Wood Flood Control District #9</td>
<td>PO Box 2181 Hailey, ID 8333</td>
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</tbody>
</table>
AGENDA ITEM SUMMARY

DATE: 8/26/13  DEPARTMENT: PW - Water  DEPT. HEAD SIGNATURE: [Signature]

SUBJECT: Motion to approve Resolution 2013-64, authorizing a contract with SPF Water Engineering for a Water Master Plan at a not-to-exceed cost of $163,000

AUTHORITY: [ ] ID Code  [ ] IAR  [ ] City Ordinance/Code

(INAPPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

The last Water Master Plan was completed in 2002. Since that time we have completed the installation of meters, constructed a second water tank, upgraded two major distribution lines and added a SCADA system for water system operation. DEQ recommends a new plan every 5 years and requires an updated master plan in order to approve any major capital projects. In addition to DEQ’s criteria for a Master Plan SPF Water Engineering will be addressing future water supply strategies in response to conjunctive administration. The plan is expected to take 6 months to complete.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS: Caselle #

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

Staff Contact:  Comments:

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (INAPPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to approve Resolution 2013-64, authorizing a contract with SPF Water Engineering for a Water Master Plan at a not-to-exceed cost of $163,000

ADMINISTRATIVE COMMENTS/APPROVAL:

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

ACTION OF THE CITY COUNCIL:

Date ______________

City Clerk ____________________________

FOLLOW-UP:

*Ord./Res./Agrmt./Order Originals: Record  *Additional/Exceptional Originals to: ____________
Copies (all info.):  Copies (AIS only)
Instrument # __________________________

- 39 -
CITY OF HAILEY
RESOLUTION NO. 2013-65

RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY AUTHORIZING THE EXECUTION OF CONTRACT FOR SERVICES WITH SPF WATER ENGINEERING, FOR ENGINEERING SERVICES FOR COMPLETION OF A WATER MASTER PLAN

WHEREAS, the City of Hailey desires to enter into an agreement with SPF Water Engineering under which SPF Water Engineering will perform and be responsible for completion of a Water Master Plan for the City of Hailey.

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

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HAILEY, IDAHO, that the City of Hailey approves the Scope Of Work And Task Order between the City of Hailey and SPF Water Engineering and that the Mayor is authorized to execute the attached Agreement,

Passed this 26th day of August, 2013.

City of Hailey

Fritz X. Haemmerle, Mayor

ATTEST:

Mary Cone, City Clerk
August 1, 2013

Tom Hellen, P.E.
Public Works Director/City Engineer
City of Hailey
115 Main Street South, Suite H
Hailey, ID 83333

Subject: Scope of Work for Water System Master Plan

Dear Tom:

Thank you for requesting a proposed scope of work for developing a new water system master plan for the City of Hailey. We are pleased to provide the following scope and budget, and look forward to working with the City on another successful project.

BACKGROUND

SPF is familiar with the City’s water system and water rights through our previously completed work for Hailey. The master plan will build on the information developed in these previous studies, including the Source of Supply Investigation (October 2008), Quigley Tank Fill Analysis (December 2008), multiple water right projects, and the ongoing development of a conjunctive administration strategy. Through this previous work, our recent visits to Hailey, and discussions with staff, City Council, and the Mayor, we understand the following:

- Hailey would like to prepare a new Water Master Plan. The previous plan was prepared in 2002. Many water system upgrades have been completed in the intervening years.

- Key issues of concern to the City include:
  
  o Future conjunctive administration of water rights and how this might affect the City’s water supply.

  o Future water supply strategies in response to conjunctive administration. The City would like the following specific questions addressed in the Master Plan document:

    • How can Hailey use their early priority water rights to irrigate the entire City? (Early priority water rights are delivered in the Hiawatha Canal, 2.86 cfs, and from Indian Creek Spring, 3.38 cfs)

    • When conjunctive management comes along and “the water gets shut off”, what do we do?

    o Water conservation.
Apparent decline in production from Indian Creek Spring and recommendations to maintain and enhance this important source of supply. (Note that this issue is being investigated in detail under a separate scope of work, summary items will be included in the Master Plan document).

- Pressure challenges in identified areas of the water system (both high and low pressures).
- Storage within the system – efficient use of the current storage tanks. How does operation of wells to maintain pressure fit into system operations?
- Planning for future water supply, and required improvements to accommodate growth.

- A 20-year planning horizon will be used in the Master Plan to comply with IDEQ requirements.

SCOPE OF WORK

We anticipate that SPF’s work will include the following tasks:

Task 1 – Project Management

Services

- Attend a project kickoff meeting with Idaho Department of Environmental Quality (“IDEQ”) and the City to determine IDEQ expectations and share the City’s planning approach. Develop an acceptable approach for developing the Water Master Plan, and determine if there are any special concerns or issues IDEQ believes need to be addressed (the IDEQ meeting may take place in Twin Falls, to be determined with IDEQ).

- SPF and City staff will meet to initiate the project. The objectives of the meeting will include reviewing the scope, budget, and schedule. Special concerns of all parties will be addressed to make sure they are included in the master plan analysis. A communication plan will be developed.

City Responsibilities

- Schedule project initiation meeting in Hailey/Twin Falls
- Provide the requested information
- Review monthly reports and additional requests for information

Assumptions

- Overall project duration is anticipated to be six months from the time of the kick-off meeting.
• SPF project manager, water rights specialist, and project engineer will attend IDEQ and City project initiation meetings.

**Deliverables**

• Initiation meetings - agendas, notes, and action items
• Monthly invoices (project duration)

**Task 2 – Data Collection**

**Services**

• Prepare a summary of data and Water Master Plan reference materials needed from the City.
• Meet with City staff to tour water system facilities and review system condition and operational issues and concerns (included as part of kickoff meeting).
• Prepare a memorandum briefly summarizing existing conditions and operational issues.

**City Responsibilities**

• Provide copies of requested water system data and reference materials.
• Host a water system facilities tour for the Project team.

**Assumptions**

• The data collection meeting and facilities tour site visit will be coordinated with the Project initiation meetings described in Task 1.
• City will provide the available requested water system data and reference materials within two weeks of notice to proceed.

**Deliverables**

• Data and reference materials request summary.
• Existing system conditions and operational issues memorandum.

**Task 3 – Water System Description (Water Master Plan Chapter 1)**

**Services**

• Work with appropriate City staff to create a Water System Description, including up to three (3) supporting exhibits in AutoCAD. The following water system components will be described:
  o Ownership and Management
  o Overview – Pressure Zones
o Source and Quality of Supply (including data on water quality)
  o Production Capacity
  o Historic Production and Consumption
  o Transmission System
  o Storage Facilities
  o Distribution System
  o Facilities map schematic
  o Service Area

City Responsibilities
- Work with the project team to create a water system description.
- Review and comment on draft documents provided by SPF.

Assumptions
- Up to three (3) exhibits in AutoCAD will be prepared to support Water Master Plan chapter text.
- City will review the draft Water Master Plan System Description chapter and work with SPF to provide necessary information for revising the draft Water Master Plan chapter.

Deliverables
- Word document electronic file of draft Water Master Plan Chapter 2 for City review and comment.
- Word document electronic file of the final draft Water Master Plan Chapter 2.

Task 4 – Service Area Policies, Plans, and Agreements (Water Master Plan Chapter 2)

Services
- Create up to three (3) maps for this task showing the following:
  o Current Hailey City Limits
  o City of Hailey service area for the current (2013), five year (2018), and twenty year (2033) time frames;
  o Projected City growth areas for the five year and twenty year periods per the City’s Land Use Plan;
  o Current and projected zoning or land use within City service area.
• Summarize City’s water service ordinances.
• Describe water available for reclaimed or irrigation water separate from Hailey’s potable water system (Hiawatha Canal, Cemetery water rights, etc.) and the potential impacts on potable water supply resulting from the use of this water.
• Summarize consistency with City’s land use plan, and note differences.

City Responsibilities
• Provide requested information and data.
• Review the draft Water Master Plan chapter, including maps, and provide written comments.
• Provide available twenty year planning horizon population data and spatial distribution based on the Land Use Plan as the baseline for growth projections.

Assumptions
• These task activities will be completed in conjunction with Task 5.

Deliverables
• Word document electronic file of draft Water Master Plan Chapter 3 for City review and comment.
• Word document electronic file of the final Water Master Plan Chapter 3.

Task 5 – Supply Requirements (Water Master Plan Chapter 3)

Services
• Demographic Projections: Develop demographic projections for City’s service area for two time periods: five year and twenty year. These projections will be based on demographic data from the City, the County Planning Department, and/or the U.S. Census, depending on data availability. Coordination with the City’s planning information will be important. The ideal demographic data are projections of single family households, multifamily households, and employment through the twenty year time period. If such data are not available, alternative methods of developing demographic projections include: 1) using population data rather than households, 2) using utility connections data rather than households, 3) analyzing historical data to determine historical growth rates and extrapolate growth rates forward as appropriate given input from City staff, and 4) analyzing buildable lands inventory, zoning, and timing of development.
• Analysis: The demographic projections will be matched to City’s existing and projected service area with input from the City’s available land use planning information. The demographic projections/special distributions from Task 4 work
will be allocated into the system, and current versus new service areas, as data allows.

- Supply Characteristics: Summarize historical supply characteristics such as the number of connections by customer, production, use, water balance showing non-revenue water and leaks, peaking factor, and water use factors.

- Technical Memo: Prepare a Technical Memorandum for City review with summary tables and graphs of the demographic projections and historical supply characteristics. Edits and adjustments of this information shall occur before the data are used to develop the demand forecasts.

- Demand Forecasts: Generate demand forecasts using the demographic projections and water use factors for the five year and twenty year time periods. SPF will work with City staff to identify large potable users and determine the feasibility of converting their source of supply to reclaimed or separate irrigation water based on their location and purpose of water use.

- Chapter: Prepare the associated chapter for inclusion in the Water Master Plan.

City Responsibilities

- Provide data per the data and reference material request associated with Task 2.

- Review the draft Technical Memorandum summarizing demographic projections and historical supply characteristics and provide written comments.

- Review the draft Water Master Plan chapter and provide written comments.

Assumptions

- These task activities will be completed in conjunction with Tasks 4 and 6.

Deliverables

- Word document electronic files of draft and final Technical Memorandum summarizing demographic projections and historical supply characteristics.

- Word document electronic files of draft and final Water Master Plan chapter.

Task 6 – Conservation Program (Water Master Plan Chapter 4)

Services

- SPF will summarize current and historic water conservation efforts within the City, and briefly discuss other potential conservation options. We understand that the City is considering water conservation approaches outside of this planning document; these approaches will be briefly summarized in this section.

- Chapter: Prepare the associated chapter for inclusion in the Water Master Plan.
City Responsibilities

- Provide water conservation information from other studies or work by the City.
- Provide a summary of historic water conservation efforts.
- Review the draft Water Master Plan chapter and provide written comments.

Assumptions

- This will be a very brief chapter largely summarizing information provided by the City.

Deliverables

- Word document electronic files of draft and final Water Master Plan Chapter 5.

Task 7 – Water Rights and Supply Options (Water Master Plan Chapter 5)

Objective

- Perform a water rights and alternate supply options analysis including inventory, comparison with future needs, and assessment of alternate water supply options to meet IDWR, IDEQ and City planning requirements.

- Address conjunctive administration issues and how this affects current and future water rights and supply. The City’s specific questions (1) how can Hailey use their early priority water rights to irrigate the entire City?, and 2) When conjunctive management comes along and the water get shut off, what do we do?) will be addressed in this Chapter of the planning document and in Chapter 8, the system analysis.

Services

- Summarize the existing water right inventory and identify the status of City’s water rights. Water right information that has previously been compiled for the City by SPF will be reviewed and updated.

- Prepare future supply water rights analysis to determine the adequacy of City’s existing water rights to meet the five and twenty year demand forecast developed under Task 5. Service area considerations related to purpose and place of use and service limitations (if any) will be evaluated. The depth of this analysis will be sufficient to define the City’s ability to serve the existing and future service areas, and identify any need for additional water rights.

- Conjunctive administration issues as they affect future supply and facility design parameters will be addressed.
City Responsibilities

- Review and comment on Water Master Plan Draft Chapter 6 and Technical Memorandum.

Assumptions

- We anticipate that the facilities planning and water rights effort presented in the Master Plan will be consistent with the conjunctive administration strategy that SPF has been involved in developing for Hailey. There are still unknowns associated with how conjunctive administration will be implemented, and work on these fronts will continue outside of the master planning effort. We understand that the hydrologic model for the Big Wood River will not be complete until 2015 (after this master plan is complete), and therefore we anticipate ongoing work to address conjunctive administration issues will be required beyond this master planning scope of services.

Deliverables

- Word document electronic files of draft and final memoranda for water rights and conjunctive administration strategies. These memoranda will be formatted to be directly compiled into Water Master Plan Chapter 6.
- Any confidential information, as determined between City Staff and the SPF team, will be extracted from the Master Plan chapter and formatted into a confidential memorandum addressed to the City's Public Works Director or the City's legal advisors, as needed.

Task 8 - System Analysis (Water Master Plan Chapter 6)

Objective

- To produce a calibrated, PC-based, hydraulic model of the City’s water distribution system that can be used for planning, fire flow analysis, and definition of needed capital improvement projects, under steady-state conditions.

Services

Hydraulic Modeling

Model Selection

- WaterCAD will be used for the model analysis.

Model Development

- Review the status of the existing hydraulic model. The City has previously provided this model to SPF in EPAnet. The WaterCAD model can be converted to EPAnet for use by City staff.
• Update the model to reflect current conditions using the existing hydraulic model data, base maps, electronic data (AutoCAD or other available), field data, and operator knowledge of the system.

• Verify and update important facilities (tanks, pumps, control valves, wells, and pipelines) to reflect system operation.

• Populate node elevation as needed using existing contour information (assuming nodes are at ground level) or from as-built information.

• Run and refine the operation of the model so that it will work in steady-state mode.

• Obtain existing pipe material and age information from City and incorporate data into model, if readily available.

• Review and update controls for major components with City staff. Incorporate controls for tanks, control valves and wells into the model as available for typical peak and non-peak conditions.

Demand Development and Allocation

• Review available meter/billing information under the demand forecast task (Task 5).

• Evaluate historical billing data and assign the appropriate demand value (or water use factor) to demand nodes in the model during the demand allocation process.

• Select model nodes that will be used as demand nodes within the model (excluding nodes on transmission lines, nodes near facilities, etc.). Using the land use/zoning information, assign a land use type to each demand node.

• Allocate water use factors to each demand node in the model.

• Adjust total demand according to demand forecasts developed as part of a separate task.

• Allocate future demands by planning area boundaries and/or land use.

Model Calibration

• Select sites for fire flow tests.

• Utilizing City provided field data calibrate in accordance with Computer Modeling of Water Distribution Systems (Manual of Water Supply Practices M32) published by the AWWA, second edition, for steady state analyses.

• Provide short summary of calibration testing procedures and results. Include a table that summarizes the field data and model results.
System Analysis

- Utilize data acquired in previous tasks, system understanding and calculations, and newly developed and calibrated model to determine system modifications/additions to provide minimum required pressure and flow for projected growth and system demand. Findings shall be the basis of recommended Capital Improvement Plan (CIP), for the Water System Master Plan.

Modeling Scenarios

- The following steady state simulations will be run in the order as listed:

<table>
<thead>
<tr>
<th>Description</th>
<th>Facilities</th>
<th>Demand</th>
<th>Purpose</th>
</tr>
</thead>
<tbody>
<tr>
<td>Existing Fire Flow</td>
<td>Existing</td>
<td>2013 Maximum Day plus Fire Flow</td>
<td>Evaluate existing fire flow conditions and identify deficiencies</td>
</tr>
<tr>
<td>Existing CIP Fire Flow</td>
<td>2013 CIP</td>
<td>2013 Maximum Day plus Fire Flow</td>
<td>Develop CIP for existing fire flow conditions</td>
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<tr>
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<td>Evaluate 2033 fire flow conditions w/ 2013 CIP improvements and identify deficiencies</td>
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<td>2033 CIP</td>
<td>2033 Maximum Day plus Fire Flow</td>
<td>Determine CIP for 2033 fire flow conditions</td>
</tr>
<tr>
<td>2018 CIP Fire Flow</td>
<td>2018 CIP</td>
<td>2018 Maximum Day plus Fire Flow</td>
<td>Identify portions of 2033 CIP needed to meet 2018 fire flow conditions</td>
</tr>
</tbody>
</table>

- Develop map that shows the locations of the CIP items included in the final list for inclusion in the Water System Plan.

Source Capacity Analysis

- The following task includes an Excel spreadsheet analysis:
  - Evaluate the existing source capacity (wells and spring) and compare it to the projected demands for the five and twenty year planning horizons.
o Provide analysis for each pressure zone in the distribution system.

o Identify potential solutions to deficiencies in source.

o Develop listing of recommended source improvements for the Capital Improvements Plan update.

o Capital Improvements Plan update shall identify locations and types of piping additions and upgrades needed for improved use of existing sources and those necessary to serve new sources.

**Storage Capacity Analysis**

- The following task includes an Excel spreadsheet analysis:

  o Evaluate the existing storage capacity and compare it to the required storage based on projected demands using the following criteria, or those criteria that may be required by DEQ:
    - Operational Storage
    - Equalization Storage
    - Fire Flow Storage
    - Standby Storage (in conjunction with standby power capacity or gravity flow sources)
    - Dead Storage

  o Assess by pressure zone the storage capacity and ability to provide fire flow volumes and rates within each pressure zone. Identify where additional storage is required to meet current and projected demands for the five and twenty year planning horizon.

  o Provide analysis for each pressure zone in the distribution system.

  o Identify potential solutions to deficiencies in storage.

  o Develop listing of recommended storage improvement for the Capital Improvements Plan update.

  o Utilize hydraulic model to assess current storage operations, determine location and size of additional piping needed to improve operations, and determine piping necessary to service new storage facilities.

**Distribution System Capacity Analysis**

- Examine existing water distribution system to determine capacity to deliver water under normal (maximum day) and fire flow scenarios. Identify system deficiencies and improvements necessary to resolve them. Specifically assess ability of system to deliver flow from supply facilities to storage facilities and high demand areas.
• Evaluate methods to fully utilize existing storage capacity.
• Identify pressure ranges for peak and normal flow conditions. Assess areas of high and low pressure.
• Review ability of storage and distribution systems to meet demands during high flow periods with largest reservoir off line for emergency services.

Model Files
• SPF will convey the electronic hydraulic model files to the City. An EPAnet version of the model will also be provided for use by City staff.

City Responsibilities
• Provide staff knowledgeable in the operation of the water system for discussions with SPF.
• Identify locations within the existing system where pressure, flow, or any other hydraulic problems are known to exist.
• Work with SPF to determine appropriate locations for fire flow tests.
• Provide records of recent fire flow testing and the labor and equipment to conduct new fire flow tests.
• Provide fire flow requirements for buildings in the City (Note that SPF already has much of this information from previous work).
• Review the draft Water Master Plan chapter for System Analysis and provide written comments.
• Assist in the development and review of projects for the Capital Improvement Plan.

Assumptions
• Model will contain necessary pipes (greater than or equal to six inches [6"] in diameter), pumps, reservoirs, and sources.
• Detailed system description information and maps identified by City as important to system vulnerability will be pulled from the draft chapter and included in a separate confidential memorandum to the Public Works Director or the City's legal advisors.

Deliverables
• Calibrated, steady-state hydraulic model capable of simulating City's water distribution system.
• Recommendations for Capital Improvement Plan for the following:
- Source adequacy
- Storage adequacy
- Distribution adequacy

- Capital Improvements Plan project listing (Excel table) and map(s), as determined from hydraulic analyses that contains all improvements recommended for the twenty year planning horizon.
- Model outputs for use in developing capital improvement plan (tables and maps).
- Word document electronic file of draft and final Water Master Plan Chapter 7 for City review and comment.
- Limited release technical memorandum of vulnerable system details based upon items flagged by City (if needed).

**Task 9 – Capital Improvement Plan (Water Master Plan Chapter 7)**

**Services**

- Work with City during a workshop to discuss and develop project evaluation, screening and prioritization criteria to be used in selecting and prioritizing projects. The contents of the CIP table and project sheets will also be reviewed and refined at this workshop.
- Describe the CIP prioritization process, project justification and description.
- Work with City staff to organize and summarize system pipe age and line break information to help evaluate remaining pipe life throughout the system (if information is available).
- As other project information is made available by City, water CIP projects will be scheduled to coordinate with other City utility and street improvement projects in the same areas to minimize overall infrastructure improvement costs.
- Provide justification for proposed capital and non-capital improvement projects.
- Outline and summarize the schedule of capital improvement projects in a summary table by year for the first five years and in five year increments for the next fifteen years. Develop a system exhibit that identifies projects and timeframe for implementation.
- Describe long-term strategies for the long-term system vision for supply, storage, pumping facilities and distribution system. It is expected that details of these strategies will be refined in subsequent Water Master Plan updates.

**City Responsibilities**

- Work with SPF team to evaluate alternatives and select CIP projects.
• Help to select project prioritization criteria.
• Provide recent City and regional water project bid tabulations to be used in developing the opinions of probable project costs, as available.
• Review and comment on draft Water Master Plan Chapter 8.

Assumptions
• City will provide available similar project cost information to help set up cost opinion models.

Deliverables
• Draft and final CIP Microsoft Excel spreadsheets, opinions of probable project costs, and map.
• Word Document electronic files of draft and final Water Master Plan Chapter 8.
• Map of City distribution system showing locations of projects identified in the CIP table.

Task 10 – Financial Assessment (Not Used, can be included in scope and budget if desired by the City)
• We will complete a brief look at the City's current water rates. It is anticipated that this information will not be included in the master planning document, but that a separate rate study may be undertaken by the City after the Master Plan is complete.

Task 11 – Environmental Review (Not Used, can be included in scope and budget if desired by the City)
• The Environmental Review is needed only if the City will apply for State Revolving Fund (SRF) loans or grants to fund planned water system improvements. The Environmental Review is valid for a period of five years after its completion.

Task 12 – Draft and Final Water Master Plan Assembly

Services
• Assemble Preliminary Draft Plan for City Review and Final Draft Plan for Submittal to appropriate agencies and Public Participation process.
  o Assemble the draft chapters and supporting memoranda into the draft Water Master Plan and appendices document. The document will be assembled into a loose-leaf, three ring binder with dividers.
• Provide data on computer analysis of the distribution system if requested by IDEQ.

• Provide the following deliverables to the City:
  ▪ Three draft bound sets of the document.
  ▪ Five final draft sets of the document for City and IDEQ agency review including plan and appendices.

• Public Participation Process
  ▪ Prepare for and attend one public open house and Council workshop (held on the same day) to present the draft plan, address comments and questions, and document public input.
  ▪ Summarize public input and make recommendations to City on potential modifications to the draft plan.

• Respond to City and Public Comments and Assemble Final Plan for City Approval.
  ▪ Prepare an Executive Summary of the plan to be included at the front of the plan document (3–5 pages).
  ▪ Assemble the final chapters and supporting memoranda into the final Water Master Plan and appendices document. The document will be assembled into a loose-leaf, three ring binder with dividers.
  ▪ Detailed system description information or maps judged to be important to system vulnerability will be summarized in a separate confidential memorandum to be provided only to personnel authorized by the Public Works Director/City Engineer, or City’s Legal Advisor.
  ▪ Presentation to City Council for Plan Adoption.
  ▪ Submit Hailey's 2013 Water System Master Plan to IDEQ for review and approval.

**Deliverables**

• Copy ready original paper copy of document.

• Ten (10) bound sets of the document with each set bound in one (1) three ring binder.

• Ten (10) compact disc PDF file copies of the water plan and appendices.

• Three (3) compact disc Word/Excel files copies of the water plan and appendices.
SCOPE OF WORK - NOT INCLUDED IN PROPOSAL

- Environmental assessment or environmental permitting.
- Surveying or other field work,
- Operations and maintenance program planning and documentation.
- Irrigation system master planning.

The services listed above can be provided under a separate authorization, if requested. However, we anticipate that they are not necessary for this project, or will be provided under separate contracts.

Estimated Costs

SPF proposes to perform this work on a time and materials basis with a not to exceed budget of $163,000. A current hourly rate schedule is provided as Table 1. Direct costs (travel, photocopy, postage, etc.) are billed at actual cost plus 15%. Hourly rates are adjusted on an annual basis to reflect salary increases.

Agreement

If this proposal meets with your approval, it may serve as the basis for agreement, in conjunction with the attached schedule of fees and conditions, by affixing a signature in the space provided below. This signature will be considered as a notice to proceed with an upper budget limit of $163,000.

Please return one signed original to my office. We look forward to working with you on this project.

Respectfully submitted,                      Accepted By:

SPF WATER ENGINEERING, LLC

By ____________________________
Cathy Cooper, P.E.
Manager

By ____________________________
Bob Hardgrove, P.E.
Manager

By ____________________________
Roxanne Brown
Water Rights Specialist

City of Hailey

By ____________________________
Title __________________________

Date __________________________

Page 16
TABLE 1 - SPF WATER ENGINEERING, LLC.
SCHEDULE OF HOURLY BILLING RATES

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Note: Hourly billing rates will be adjusted on January 1st each year.
SCHEDULE OF FEES AND CONDITIONS
SPF WATER ENGINEERING, LLC (SPF)

FEES AND PAYMENT

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

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

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

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

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

C. MISCELLANEOUS PROVISIONS

1. INSURANCE/INDEMNIFICATION/LIMITATION OF LIABILITY

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

(b) SPF asserts that it is skilled in the professional calling necessary to the services and duties proposed to be performed, and that it shall perform such services and duties in conformance to and consistent with the standards generally recognized as being employed by professionals of SPF’s caliber in the same locality, and to that end SPF agrees to indemnify and hold harmless Owner, its officers, and employees from and against claims, suits, loss, damages, costs, and expenses arising out of or resulting from the negligent acts, errors, or omissions of SPF, its officers, employees or agents in the performance of its services and duties hereunder, but not from the negligence or willful misconduct of Owner, its officers, and employees. However in no event shall SPF be liable for any special, indirect, or consequential damages as a result of its performance of the services hereunder. The total aggregate of SPF’s liability to all parties related to this Agreement shall not exceed $50,000, or the amount of SPF’s fee, whichever is less.
Owner hereby understands and agrees that SPF has not created nor contributed to the creation or existence of any or all types of hazardous or toxic wastes, materials, chemical compounds, or substances, or any other type of environmental hazard or pollution, whether latent or patent, at Owner's premises, or in connection with or related to this project with respect to which SPF has been retained to provide professional engineering services. The compensation to be paid SPF for said professional engineering services is in no way commensurate with, and has not been calculated with reference to, the potential risk of injury or loss which may be caused by the exposure of persons or property to such substances or conditions. Therefore, to the fullest extent permitted by law, Owner agrees to defend, indemnify, and hold SPF, its officers, directors, employees, and consultants, harmless from and against any and all claims, damages, and expenses, whether direct, indirect, or consequential, including but not limited to, attorney's fees and court costs, arising out of, or resulting from the discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acid, alkalies, toxic chemicals, liquids, gases, or any other materials, irritants, contaminants, or pollutants in or into the atmosphere, or on, onto, upon, in, or into the surface or subsurface of soil, water, or watercourses, objects, or any tangible or intangible matter, whether sudden or not.

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

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

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

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

2. DOCUMENTS

All tracings, survey notes, and other original documents, as instruments of service, are and shall remain the property of SPF, except where by law or precedent these documents become public property. Owner agrees to hold harmless, indemnify, and defend SPF, its consultants, agents, and employees against all damages, claims, expenses, and losses arising out of any reuse of the plans and specifications without the written authorization of SPF.
(b) All computer programs, software, and other like data developed during the course of the project, unless specifically developed for Owner, are and shall remain the sole property of SPF.

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

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

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

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

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

6. SUCCESSORS AND ASSIGNS. All of the terms, conditions, and provisions hereof shall inure to the benefit of and be binding upon the parties hereto, and their respective successors and assigns, provided, however, that no assignment of this Agreement shall be made without written consent of the parties to this Agreement.

7. CONSTRUCTION ESTIMATES. Estimates of cost for the facilities considered and designed under this Agreement are prepared by SPF through exercise of its experience and judgement in applying presently available cost data, but it is recognized that SPF has no control over costs of labor and materials, or over the construction contractor's methods of determining prices, or over competitive bidding procedures, market conditions, and unknown field conditions so that SPF cannot and does not guarantee that proposals, bids, or the project construction costs will not vary from SPF's cost estimates.

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

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

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

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

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

DATE: 8/26/13 DEPARTMENT: PW - Water DEPT. HEAD SIGNATURE:

SUBJECT: Motion to approve Resolution 2013-14, authorizing a contract with SPF Water Engineering for an engineering study for improvements to the Indian Creek Spring Collection System for a not-to-exceed cost of $7,900

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

The Indian Creek Spring collection system has not been producing the full 3.38 cfs water right for many years. Investigation by the Water Department-and attempts to clear plugged lines had minimal results. Further investigation showed that the installation is in need of an upgrade with existing pipes not covering a large area of the spring site. SPF Water Engineering will investigate existing conditions and prepare recommendations for improvements. A future task order would cover the design and specifications necessary to bid the work.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS: Caselle #

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to approve Resolution 2013-14, authorizing a contract with SPF Water Engineering for an engineering study for improvements to the Indian Creek Spring Collection System for a not-to-exceed cost of $7,900

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)

- 63 -
CITY OF HAILEY
RESOLUTION NO. 2013-66

RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY
AUTHORIZING THE EXECUTION OF CONTRACT FOR SERVICES WITH SPF
WATER ENGINEERING, FOR ENGINEERING SERVICES FOR A STUDY FOR
IMPROVEMENTS TO THE INDIAN CREEK SPRING SUPPLY SYSTEM

WHEREAS, the City of Hailey desires to enter into an agreement with SPF Water
Engineering under which SPF Water Engineering will perform and be responsible for completion
of a Water Master Plan for the City of Hailey.

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

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE
CITY OF HAILEY, IDAHO, that the City of Hailey approves the Scope Of Work And Task
Order between the City of Hailey and SPF Water Engineering and that the Mayor is authorized
to execute the attached Agreement,

Passed this 26th day of August, 2013.

City of Hailey

______________________________
Fritz X. Haemmerle, Mayor

ATTEST:

______________________________
Mary Cone, City Clerk

- 64 -
August 2, 2013

Tom Hellen, P.E.
Public Works Director/City Engineer
City of Hailey
115 Main Street South, Suite H
Hailey, ID 83333

Subject: Scope of Work for Improvements to Hailey’s Indian Creek Spring Collection System

Dear Tom:

Thank you for requesting a proposed scope of work for improvements to Hailey’s existing Indian Creek Spring collection system. We are pleased to provide the following scope and budget, and look forward to working with the City on another successful project.

BACKGROUND

Hailey’s existing spring collection system has reportedly experienced declining production over the years. The City is interested in improving the collection system in order to meet the full amount of their authorized water right diversion rate from the Spring of 3.38 cfs (1,517 gpm). Currently, production from the spring collection system is reported to range from 900 to 1,100 gpm.

PROPOSED WORK TASKS

Tasks 1, 2, and 3 are proposed initially to obtain additional information on the spring and better define what the improvements would include.

Task 1 – Collect Background Information

SPF will collect available historic background information about the spring. This will include available reports, water-right data, water-right backfile information, geologic studies of the area, information from City records, historic production, and other available information regarding the spring. The goal will be to assess the configuration of the original spring and improvements that have been made over time, in order to design the most efficient improvements.

Task 2 – Site Investigation

The second task will be to investigate the existing soil material and water levels within the spring collection area. The least costly way to collect this information will be to use a backhoe and dig several potholes on the site. Information on the soil material encountered will be logged and recorded. Water levels will be measured in each existing manhole, and in
the potholes. The water level information will be used to evaluate the potential for collecting additional water. We understand that the City has a backhoe and will provide it for digging the test pits. No costs have been included in this scope of work for the backhoe. Task 2 may be altered depending on the results of Task 1, this will be discussed with the City prior to starting work on Task 2.

Task 3 – Technical Memorandum with Recommendations

SPF will prepare a technical memorandum that summarizes the findings from the background and site investigations, and provides recommendations for design of the improvements. Information from this technical memorandum will be used in the Preliminary Engineering Report that will be required by the Idaho Department of Environmental Quality (IDEQ) as part of the design process.

FUTURE WORK TASKS

Based on the results of the initial Tasks 1, 2, and 3, design of the spring collection system improvements is anticipated to take one of two approaches, 1) maintain the existing collection piping and install additional collection piping, or 2) lower the elevation of collection piping.

The following tasks are anticipated to be required to complete the improvements. These task descriptions are provided for general information, and will be fine tuned based on the findings from the initial tasks. The following tasks can be authorized in a future scope of work.

Task 4 – Design, Permitting, and Construction Period Services for Spring Collection System Improvements

Preliminary Engineering Report. SPF will prepare a Public Water System Preliminary Engineering Report for the collection system improvements. The history of the spring, soil material at the spring site, and water level information gathered during the initial tasks will be described. The existing collection system and the anticipated design for the improvements will be described.

Plans and Specifications. SPF will complete a design package and provide the Owner with three copies of biddable plans and specifications for the collection system improvements. SPF can include assistance with the bidding process if desired by the City. The plans and specifications, in addition to the appropriate IDEQ checklists, will be provided to IDEQ for review and approval.

Construction Management. SPF will provide limited construction management including review of submittals, periodic site visits to monitor contractor progress, a site visit during startup, and final inspection of finished construction. We recommend that an experienced construction inspector, or qualified City staff, be on-site during construction to fully document the work. SPF will supervise final testing of the completed system.
Project Certification. Upon completion of construction of the improvements, successful
start up, and final approval by SPF, a letter will be drafted for IDEQ certifying that all facilities
have been constructed in accordance with the approved plans and specifications.

Operations and Maintenance Manual. SPF will prepare a brief operations and
maintenance (O&M) manual to describe how the water system will be operated (if required
by IDEQ). The plan will include a description of the system components, maintenance
procedures, and recommended trouble shooting steps. We assume this site specific O&M
Manual would supplement Hailey’s existing city-wide operations and maintenance manual.

SCOPE OF WORK - NOT INCLUDED IN PROPOSAL

- Environmental assessment or environmental permitting.
- Surveying.
- Costs for a backhoe being on site (we assume the City will provide this).
- Design or IDEQ permitting of the planned improvements (these will be authorized in a
  future scope of work).
- Camera surveys of the existing collection lines.

The services listed above can be provided under a separate authorization, if requested.
However, we anticipate that they are not necessary for this project, or will be provided under
separate contracts.

ESTIMATED COSTS

SPF proposes to perform this work (Tasks 1, 2, and 3) on a time and materials basis with a
not to exceed budget of $7,900. A current hourly rate schedule is provided as Table 1.
Direct costs (travel, photocopy, postage, etc.) are billed at actual cost plus 15%. Hourly rates
are adjusted on an annual basis to reflect salary increases.

AGREEMENT

If this proposal meets with your approval, it may serve as the basis for agreement, in
conjunction with the attached schedule of fees and conditions, by affixing a signature in the
space provided below. This signature will be considered as a notice to proceed with an
upper budget limit of $7,900.
Please return one signed original to my office. We look forward to working with you on this project.

Respectfully submitted,

SPF WATER ENGINEERING, LLC

By ______________________
Cathy Cooper, P.E.
Manager

Accepted By:

CITY OF HAILEY

By ______________________

Title ______________________

Date ______________________
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</table>

Note: Hourly billing rates will be adjusted on January 1st each year.
SCHEDULE OF FEES AND CONDITIONS
SPF WATER ENGINEERING, LLC (SPF)

FEES AND PAYMENT

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

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

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

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

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

C. MISCELLANEOUS PROVISIONS

1. INSURANCE/INDEMNIFICATION/LIMITATION OF LIABILITY

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

   (b) SPF asserts that it is skilled in the professional calling necessary to the services and duties proposed to be performed, and that it shall perform such services and duties in conformance to and consistent with the standards generally recognized as being employed by professionals of SPF's caliber in the same locality, and to that end SPF agrees to indemnify and hold harmless Owner, its officers, and employees from and against claims, suits, loss, damages, costs, and expenses arising out of or resulting from the negligent acts, errors, or omissions of SPF, its officers, employees or agents in the performance of its services and duties hereunder, but not from the negligence or willful misconduct of Owner, its officers, and employees. However in no event shall SPF be liable for any special, indirect, or consequential damages as a result of its performance of the services hereunder. The total aggregate of SPF's liability to all parties related to this Agreement shall not exceed $50,000, or the amount of SPF's fee, whichever is less.
(c) Owner hereby understands and agrees that SPF has not created nor contributed to the creation or existence of any or all types of hazardous or toxic wastes, materials, chemical compounds, or substances, or any other type of environmental hazard or pollution, whether latent or patent, at Owner's premises, or in connection with or related to this project with respect to which SPF has been retained to provide professional engineering services. The compensation to be paid SPF for said professional engineering services is in no way commensurate with, and has not been calculated with reference to, the potential risk of injury or loss which may be caused by the exposure of persons or property to such substances or conditions. Therefore, to the fullest extent permitted by law, Owner agrees to defend, indemnify, and hold SPF, its officers, directors, employees, and consultants, harmless from and against any and all claims, damages, and expenses, whether direct, indirect, or consequential, including but not limited to, attorney's fees and court costs, arising out of, or resulting from the discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acid, alkalies, toxic chemicals, liquids, gases, or any other materials, irritants, contaminants, or pollutants in or into the atmosphere, or on, onto, upon, in, or into the surface or subsurface of soil, water, or watercourses, objects, or any tangible or intangible matter, whether sudden or not.

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

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

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

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

2. DOCUMENTS

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

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

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

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

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

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

6. SUCCESSORS AND ASSIGNS. All of the terms, conditions, and provisions hereof shall inure to the benefit of and be binding upon the parties hereto, and their respective successors and assigns, provided, however, that no assignment of this Agreement shall be made without written consent of the parties to this Agreement.

7. CONSTRUCTION ESTIMATES. Estimates of cost for the facilities considered and designed under this Agreement are prepared by SPF through exercise of its experience and judgement in applying presently available cost data, but it is recognized that SPF has no control over costs of labor and materials, or over the construction contractor's methods of determining prices, or over competitive bidding procedures, market conditions, and unknown field conditions so that SPF cannot and does not guarantee that proposals, bids, or the project construction costs will not vary from SPF's cost estimates.

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

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

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

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

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

DATE: 8/26/13 DEPARTMENT: PW - Streets DEPT. HEAD SIGNATURE:

SUBJECT: Motion to approve Resolution 2013[27], authorizing an agreement with Idaho Traffic Safety, Inc. for striping of city streets for an estimated cost of $18,349.76.

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

This agreement is for our annual striping of street striping of lane markings, bike lanes and fog lines on city collector streets. There are two companies in southern Idaho that provide this service. Both replied with bids; Pavement Markings Northwest - $19,390.21 and Idaho Traffic Safety - $18,349.76. These bids are less than was estimated for the project by the Street Division Manager.

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

ADMINISTRATIVE COMMENTS/APPROVAL:

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

ACTION OF THE CITY COUNCIL:
Date

City Clerk

FOLLOW-UP:
*Ord./Res./Agrmt./Order Originals: Record *Additional/Exceptional Originals to: __________________________
Copies (all info.): __________________________
Instrument # __________________________
Copies (AIS only) __________________________
CITY OF HAILEY
RESOLUTION NO. 2013-67

RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY
AUTHORIZING THE EXECUTION OF CONTRACT FOR SERVICES WITH IDAHO
TRAFFIC SAFETY, INC. FOR STRIPING OF CITY STREETS FOR THE CITY OF
HAILEY

WHEREAS, the City of Hailey desires to enter into an agreement with Idaho Traffic
Safety, Inc. under which Idaho Traffic Safety, Inc. will perform paint striping of city streets for
the City of Hailey.

WHEREAS, the City of Hailey and Idaho Traffic Safety, Inc. have agreed to the terms
and conditions of the Scope of Work and Task Order, a copy of which is attached hereto.

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

Passed this 26th day of AUGUST, 2013.

City of Hailey

______________________________
Fritz Haemmerle, Mayor

ATTEST:

______________________________
Mary Cone, City Clerk
STREET STRIPING AGREEMENT

THIS STREET STRIPING AGREEMENT ("Agreement") is made and entered into effective this ___ day of August, 2013, by and between the CITY OF HAILEY 115 South Main Street, Hailey, Idaho 83333, a municipal corporation (hereinafter referred to as "Hailey"), and Idaho Traffic Safety, In City of Hailey (hereinafter referred to as "Contractor").

RECITALS

A. Hailey requires that the streets be striped in a safe and attractive manner for the citizens of the City of Hailey.

B. Contractor has submitted the lowest bid to stripe the streets for the City of Hailey as more particularly described in attached Exhibit "A".

C. Hailey and Contractor agree to enter into this Agreement, subject to the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, Hailey and Contractor agree as follows:

1. Description of the Work. Contractor shall perform the services as described in Exhibit "A" in a workmanlike manner and to the City of Hailey's satisfaction.

2. Modification. The work schedule is subject to modification in the case of special events. Contractor will receive notification from Hailey in the case of such events and will modify its schedule accordingly.

3. Materials. All materials, and all costs related thereto, for the above described work shall be supplied by the Contractor, exclusively at the Contractor's expense.

4. Areas of Work. The maintenance and work herein described shall be performed in the following city streets and city property: Woodside Blvd, S River St, S Airport Cr, S 2nd Ave, N River St, N 2nd Ave, N 1st Ave, Fox Acres Rd, E Myrtle St, E Croy St, E Bullion St, Cranbrook Rd, Aviation Dr, Airport Way, W BULLION St, Mc Kercher Blvd, Fox Acres Rd, Countryside Blvd & Aviation Dr.

5. Consideration. As consideration for the above described material and work to be performed herein and upon performance of the work herein described to Hailey's satisfaction, Hailey shall pay Contractor the sum of $18,349.76 within thirty (30) days of receipt of an invoice from Contractor.

6. Workmanship. All material and work is guaranteed to be as specified. Plans and specifications are a part of the Contractor's proposal. All agreements and deviations from project specifications involving extra costs, or any additional quantities, will become an additional charge over and above the attached specifications.
7. **Change Orders.** There shall be no modification or amendment of this Agreement, nor any increase in the amount of consideration provided above, except by means of written change orders executed by both parties hereto.

8. **Indemnification.** Contractor covenants and agrees to indemnify, defend and hold Hailey harmless from and against any and all claims, causes of action, damages, costs, and expenses including attorneys fees and costs, as a result of any act or omission on the part of the Contractor or Contractor's employees, agents, invitees, or subcontractors, incurred during the performance of this Agreement.

9. **Insurance.** Contractor shall provide a valid certificate of public liability and property-casualty insurance providing coverage of up to one hundred thousand dollars ($100,000.00) for personal injury and property damage with Hailey as a named insured.

10. **Workmen's Compensation.** All of Contractor's employees shall be covered by, and Contractor shall show proof of, workmen's compensation insurance at all times during the performance of the project provided for herein.

11. **Notices.** All notices given in connection with this Agreement shall be in writing and mailed to the appropriate party at the following addresses:

   **HAILEY:**
   City of Hailey  
   Public Works Manager  
   115 South Main Street  
   Hailey, Idaho 83333

   **CONTRACTOR:**
   Idaho Traffic Safety, Inc.  
   3400 East Sunnyside Road  
   Idaho Falls, Idaho 83406

12. **Attorney's Fees.** In the event either party hereto is required to retain an attorney to interpret or enforce the terms and conditions of this Agreement, or to recover damages as a result of a breach of this Agreement, the prevailing party in any such dispute shall recover from the other party all attorney's fees and costs incurred by the prevailing party, whether or not litigation is instituted or concluded, on appeal or in bankruptcy proceedings.

13. **Governing Law.** This agreement is governed by, and enforced in accordance with, the laws and decision of the State of Idaho.

14. **Entire Agreement.** This Agreement sets forth the entire understanding and agreement between the parties hereto, and no amendment or modification to this Agreement shall be made except by means of a written instrument duly executed by both parties.

15. **Authority.** Each of the persons executing this Agreement represents that they have lawful authority and authorization to execute this Agreement, as well as any other documents required hereunder, for and on behalf of the entity executing this Agreement.
EXECUTED effective the day and year first above written.

CITY OF HAILEY

By __________________________
Fritz X. Haemmerle, Mayor

ATTEST:

Mary Cone, City Clerk

CONTRACTOR

By __________________________
Title __________________________
Proposal:

Idaho Traffic Safety, Inc
3400 East Sunnyside Road
Idaho Falls, Id 83406
Phone (208) 522-4470

Fax: (208) 522-6521

Date: 8/15/13

To: City of Hailey

FAX #: mailto:claverl@gol.comKelly.schwarz@haileycityhall.org

Phone #: 208 390 1365

Attn: Kelly

From: Rich Hardy

Regarding: Striping of roadways

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Unit Cost</th>
<th>Extended</th>
</tr>
</thead>
<tbody>
<tr>
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<td>4&quot; Fog Line White</td>
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<td>$0.085 / lf</td>
<td>$3,546.71</td>
</tr>
<tr>
<td>Double yellow 2ea. 4&quot; lines</td>
<td>44,601.0</td>
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<td>$7,582.17</td>
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<tr>
<td>Center Turn Lane 5,749 lf of 2 solid lines and 2 skip lines as drawn below.</td>
<td>5,749.0</td>
<td>$0.24 / lf</td>
<td>$1,379.78</td>
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<tr>
<td>Mobilization 1 ls</td>
<td></td>
<td>$600.00</td>
<td>$600.00</td>
</tr>
</tbody>
</table>

Total: $18,349.76

Notes:
1. Includes: Paint, beads, installation.
2. Not included: Layout of the roadway.
The road must be laid out with marks every 50' or with existing pavement markings by City forces.
3. Distances are approx and may be modified as needed.
4. No crosswalks, arrows etc. are included.
5. Work will take place the week of the 26th of August.

Maxine Hardy: ______________________ President, Date ______________________
PROPOSAL AND CONTRACT

TO: City of Hailey Street Dept.

PROJECT: 2013 Pavement Markings

DATE: 14-Aug-13

Name: Kelly

Phone #: (208) 788-5965

Fax #: (208) 788-3686

Cell #: Email: kstv.schenzo@haileyidaho.org

BID TIME:

OREGON CCB# 147785, NEVADA 52261, IDA 14091AA-4

BID DATE: 8/14/2013

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<th>ITEM NUMBER</th>
<th>ITEM DESCRIPTION</th>
<th>ESTIMATED QTY</th>
<th>UNIT DESCRIPTION</th>
<th>UNIT PRICE</th>
<th>TOTAL UNIT PRICE</th>
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<td>1.00</td>
<td>EA</td>
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<td>$850.00</td>
</tr>
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</table>

TOTAL: $19,390.21

SPECIAL NOTES:
1. TRAFFIC CONTROL PROVIDED BY GENERAL CONTRACTOR, OWNER (SHADOW VEHICLE).
2. PAVEMENT SURFACES SHALL BE CLEAN, DRY, AND READY FOR PAINT AND CLEANED BY OTHERS.
3. MOBILIZATION IS PER EACH DAY/NIGHT CALLED OUT TO SITE UNLESS OTHER WISE NOTED.
4. DOES NOT INCLUDE REFERENCING OF MARKINGS, SURVEY BY OTHERS. ALL CONTROL POINTS BY OTHERS.
5. LINES BASED ON 4" X 1" = 1 LF. UNLESS OTHERWISE NOTED FOR PAINT AND OBLOTERATION.
6. UNIT QUANTITIES ARE ONLY AN ESTIMATE AND SHALL NOT BE INTERPRETED AS AN EXACT SUM UNLESS SPECIFIED.

1) All material & work is guaranteed to be as specified. Plans and specifications are a part of this proposal. All agreements and warranties expressed or implied are only as attached in written form. Any alterations or deviations from project specifications involving extra costs, or any additional quantities, will become an additional charge over and above attached specifications.
2) Bonding is available but not included. Add 2.5% for bonding.
3) Full payment is due and owing on completion of work. Progress payments will be made for work if completed in stages. Interest will be charged at 1.5% per month or 18% A.P.R. for delayed payments. All expenses PMN, INC. incurs in the collection of monies due will be reimbursed to PMN, INC., including attorney & consultant fees.
4) Retention note to exceed that withheld by Owner. Full payment upon completion of above work.
5) Price is based on nothing preventing PMN, INC. from full production. No Standby is Included in price. Standby at $275.00 per hr.
6) This Proposal binding for 30 days, only if written notice of use by General Contractor is given within 48 hrs of bid opening.
PMN, INC. then reserves, for 48 hrs after receipt of such notice, the right to review for bid error.
7) This proposal assumes all right-of-way, licenses, permits, fees, etc. are authorized & paid by Owner/General.
8) THIS PROPOSAL IS SUBMITTED IN GOOD FAITH BASED ON THE UNDERSTANDING THAT IT WILL BE HELD CONFIDENTIAL BY THE GENERAL CONTRACTOR AND/OR OWNER. THE PRICES AND/OR WORK WILL NOT BE SHOPIED OR PEELLED, EVEN TO MEET QUOTAS.
9) THIS PROPOSAL IS AN ALL INCLUSIVE BID. ITEMS MAY NOT BE SEPARATED OR BROKEN OUT WITH OUT PRIOR CONSENT OF PAVEMENT MARKINGS NW, INC.

PAVEMENT MARKINGS NORTHWEST, INC.
4850 HENRY ST. BORE, ID.
(208) 388-0589 (208) 433-8828 FAX

Ken Baalke

I have reviewed, understand and accept the above prices, terms and conditions. The described work is hereby authorized on the terms offered.

BY: ______________________________ Title: ______________________________ Date: ______________________________

This proposal & all attachments are being submitted based on the understanding that all will be held fully confidential by the customer & owner. This proposal and all data remains the property of PMN, INC. and may not be copied or disclosed.

An Equal Opportunity Employer
AGENDA ITEM SUMMARY

DATE: 8/26/13  DEPARTMENT: Clerk's Office    DEPT. HEAD SIGNATURE: M. Cone

SUBJECT

Approval of Minutes from the meeting of the Hailey City Council on August 19, 2013 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 AUGUST 19, 2013
IN THE HAILEY TOWN CENTER MEETING ROOM

The Meeting of the Hailey City Council was called to order at 5:30 P.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. Carol Brown was not in attendance.

MAYOR’S REMARKS:

5:31:02 PM Call to order, Mayor Haemmerle introduced a recent video made about the Beaver Creek Fires the valley has been enduring.

5:34:42 PM Mayor Haemmerle gave special thanks to several employees, Friday evening pre-evacuation. Jeff Gunter’s police officers were the first to notice the fire bearing down on the Croy Canyon. Haemmerle believes that this was spotted just in time to avoid a very dangerous situation. Haemmerle thanked Gunter and his staff. Pre-evacuation for parts of Hailey, hope this will be lifted soon. Thanks to all city employees and all of the firefighters.

5:37:16 PM Bob MacLeod gave an update on hailey.recovers.org,

5:37:56 PM Richard Stopol of 150 6th Ave South wrote a letter about sewer rates to council awhile ago. He is here tonight to discuss his thoughts on the sewer rate increases.

Another gentleman, Michael Erickson of 608 1st Ave, asked if the noise ordinance will be discussed. Dawson answered that a discussion will be on Sept. 16, 2013.

CONSENT AGENDA:

5:42:15 PM CA 299 – Hellen pulled
CA 301 – Haemmerle pulled.

5:42:41 PM Burke moved to approve all consent agenda items excluding CA299 and CA 301, seconded by Cooley, motion passed unanimously approved with roll call vote. Keirn, yes. Cooley, yes. Burke, yes.

5:43:08 PM CA 299 – Hellen pulled this item to explain to council expectations of this for the next council meeting on 8/26/13. Hellen will be asking for approval of this item in the next meeting. No motion made tonight.

CA 301 - 5:44:30 PM Haemmerle wants to understand the bidding process to date. Hellen explained that Valley Paving was the low bidder by about $30,000, and this is the remaining alley paving project for this summer.

PUBLIC HEARINGS:

PH 308  Public Hearing on FY 2013 Budget Amendment with consideration of appropriation ordinance number 1129, which would increase the annual appropriation for FY2013 by an amount not-to-exceed an additional $170,000 in the General Fund, an additional $440,000 in the Water Fund, an additional $220,000 in the Wastewater Fund, for a total increased appropriation for FY 2013 of $830,000 FY 2013 – budget amendment

5:46:46 PM Dawson gave a summary of the item, goal of tonight’s meeting is to take public comments on opening the current fiscal year budget and amending it for specific reasons. Dawson explained the reasons for opening the budget including work on the Woodside Blvd. project, III-A IBR payment/assessment to its members and an additional payroll cycle in this fiscal year for a total increased appropriation of $830,000.

Public comments:

5:50:30 PM Richard Stopol, 150 6th Ave South asked a question of council about the increase sewer rates, why not a flat fee instead of a percentage usage. Stopol wrote a letter to council in June 2013. Stopol believes that a flat rate would be more fair to all residents.

5:52:53 PM Haemmerle asks staff if we are going to look into this fee structure. Dawson answered, yes we will look at it. Moving forward the rate can be adjusted, how the fees are collected can be evaluated and adjusted if necessary. Council will discuss these rates in either the 8/26 or 9/16 meetings.

Council questions:

5:56:43 PM Keirn moves to adopt Ordinance No. 1129, read by title only, burke seconded, motion called with roll call vote, beaver, cooley, keirn.

5:57:54 PM Mayor Haemmerle conducted the 1st Reading of Ordinance No. 1129 by title only.

5:58:43 PM Burke asks mayor to re-evaluate the method of rate collection amongst our users. Haemmerle concurs.

PH 309  Public Hearing on FY 2014 Budget of $10,127,061, discussion of water and wastewater fees needed to support the budget, consideration of appropriation ordinance number 1130, and certification of levy to Blaine County Board of County Commissioners

6:01:06 PM Dawson explained the current budget proposed in tonight’s packet.
Richard Stopol comments to council – make the collection of sewer rates equitable amongst users.

Dawson points out a memo from the city engineer to council in tonight’s packet. In general, the rates do go down, but we are re-evaluation the base structure. 6:03:26 PM Hellen adds a few comments regarding his memo and can look at some revisions based on the public comments tonight and present to council in a future meeting.

6:04:36 PM Cooley asks a question on page 129 of packet, what is the repayment timeline on the time to get this 20% back into our Capital Fund. Hellen answered that this is funded by new water and wastewater hookups.

6:06:48 PM Burke moves to adopt Ordinance No. 1130, adopting the FY 2014 budget and authorizes the mayor to conduct the first reading by title only, seconded by Keirn. Motion passed by roll call vote. Keirn, yes. Cooley, yes. Burke, yes.

Mayor Haemmerle conducted the 1st Reading of Ordinance No. 1130 by title only.

6:08:41 PM Motion by Burke, seconded by Keirn to authorize Mayor to sign County’s budget L-2 form. Motion passed with roll call vote. Keirn, yes. Cooley, yes. Burke, yes.

PH 310 Consideration of amendment to the Zoning Ordinance Section 8.2 - Electronic Message Display Ordinance (Continued from July 15, 2013)

6:09:24 PM Haemmerle opened this discussion.

6:10:29 PM Peter Lobb 403 E. Carbonate, comments that he thinks it is a good idea to put this back in front of the Planning & Zoning Commission, seems like a large effort for one sign.

6:11:34 PM Austin suggests to council that going back to the Planning & Zoning Commission is appropriate given the changes that council has made to this proposed ordinance. Austin will give Planning & Zoning the reasons for the changes and asks for them to comment and make another recommendation to council.

6:15:40 PM Burke cannot support the original ordinance but she would like to have the Planning & Zoning Commission review these proposals, place the signs in the proper areas and would like to see 2 signs across town.

Burke moves to remand this back to Planning & Zoning Commission attaching the new ordinance, Keirn seconds, motion passes with roll call vote. Burke, yes. Cooley, yes. Keirn, yes.

PH 311 Public Hearing and consideration of a City of Hailey initiated text amendment to Title 18 of the Hailey Municipal Code, the Mobility Design Ordinance, by amending Section 18.04 to allow the Hearing Examiner or Planning and Zoning Commission to approve an infrastructure project in conjunction with a zoning and subdivision application which involves a final decision by the
Hearing Examiner or Planning and Zoning Commission. The amendment further defines the required standards of the Mobility Design Ordinance as it relates to Large Subdivisions and smaller projects.

6:17:44 PM Austin explained this proposed change to council, explains that small projects would be handled by Community Development to make the approval process faster.

6:19:39 PM Peter Lobb of 403 E. Carbonate is in support of this change.

6:20:21 PM Burke moves to approve Ordinance No. 1131, mobility design ord., authorize mayor to conduct reading by title only, seconded by Keirn, motion passed with roll call vote, Keirn, yes. Cooley, yes. Burke, yes.

Haemmerle conducts 1st reading by title only.

PH 312 Public Hearing and consideration of a City of Hailey initiated text amendment to Article 2.2 the Zoning Ordinance, Ordinance No. 532, to revise the definition of City Standards and by amending Article 10.3.8 to require sidewalks in a PUD to be constructed in accordance with City Standards.

6:22:23 PM Austin explains this housekeeping ordinance proposal. But the ordinance in the packet is incorrect. This will be presented in next meeting.

6:24:11 PM Motion to continue to next meeting made by Keirn, seconded by Burke, motion passed with roll call vote. Burke, yes. Cooley, yes. Keirn, yes.

PH 313 Public Hearing and consideration of a City of Hailey initiated text amendment to Article 2, Definitions, of the Zoning Ordinance (Ordinance No. 532) to include the activity of Beekeeping in the definition of Urban Agriculture and to amend Article 7 to define bulk requirements and standards for beekeeping including minimum lot size, hive location and maintenance, and required setbacks from adjoining properties.

Beekeeping ordinance - 6:25:08 PM Austin gave a background of this proposed ordinance. Comments have been favorable regarding this proposed ordinance. The ordinance proposed is a revised ordinance from Idaho Falls. In terms of statewide honey bees, commercial beekeepers of 50 hives or more – not applicable here because we would have 5 hive maximum allowable and considered a hobby.

6:31:22 PM Keirn asks about conditions, 10-12 species, how do we enforce this? Austin answered that enforcement is complaint driven. Williamson pointed to specific language he added under this section. Discussion ensued regarding safety and precaution concerns.

6:34:19 PM Michael Ericksen of 608 1st Ave speaks to council, this sounds like a good idea and that rules are in place.
6:35:00 PM Peter Lobb 403 E. Carbonate, bees are declining in our area and feels that we need them in our country and area, good idea.

6:35:36 PM Burke agrees with supporting decimation of bees. Burke suggests a way for someone, professional to remove swarms if necessary. Burke is personally allergic to bees but doesn’t feel that that should be a concern to not adopt this ordinance. Burke supports this ordinance even though she is highly allergic.

6:37:45 PM Keirn supports this too, and wants to see local education through various communication channels.

6:38:57 PM Cooley suggests in warmer regions, people have bee houses that are heated.

6:39:28 PM Haemmerle comments.

6:42:34 PM Cooley makes a motion to adopt ord. # 1132, seconded by Burke, council discusses several proposed ideas, one from Jeff Gunter on suggesting that we make this a permitted process (issuing a permit to have bees). Austin stated that the P&Z Commission started their discussions at that point and changed. Burke asks if we can remove the word “unusually” from section 3, 7/1/11 b.12, the word before aggressive. 6:50:05 PM , motion passed with roll call vote. Burke, yes. Cooley, yes. Keirn, yes.

6:50:39 PM Haemmerle conducts 1st Reading by title only of Ordinance No. 1132.

PH 314 Consideration of Blaine County Board of Blaine County Commissioner’s August 1, 2013 letter requesting what interest the City of Hailey has in a temporary or permanent county levy under Idaho Code 40-801(1)(a)

6:51:42 PM Dawson indicates that this will be on the Aug. 26, council meeting.

No public comments.

6:52:43 PM Burke moves to continue this discussion to the August 26, 2013 meeting, Keirn seconds, motion passed with roll call vote. Burke, yes. Cooley, yes. Keirn, yes.

NEW BUSINESS:

NB 315 III-A Health Insurance – Opportunity to allow alternate plan to Hailey employees

6:53:13 PM Dawson gives council an update of this item, and refers to the summary in tonight’s packet for details.

6:56:30 PM Motion to identify 2 plans, the city’s current plan plus Plan B-70/$40, by Burke seconded by Keirn, motion passed with roll call vote. Burke, yes. Cooley, yes. Keirn, yes. Mayor Haemmerle, yes.
STAFF REPORTS:

6:58:25 PM Hellen Frisbee golf goals are installed at Keefer Park 9 buckets - people can play 18 holes by having different tee off locations. Parks and Lands Board wants to gather and celebrate this new activity.

Burke suggests that we do a pot luck for the adopt a park companies, Dawson thinks a great idea and possible to do.

7:00:01 PM Dawson, page 251, letter from Chuck Turner LEPC coordinator, page 252 Mayor Haemmerle’s response appointing Jeff Gunter as the liaison.

No executive session needed tonight.

With no further business to discuss, Mayor Haemmerle concluded the meeting at 7:01 P.M.
AGENDA ITEM SUMMARY

DATE 8/26/13 DEPARTMENT: Finance & Records DEPT. HEAD SIGNATURE: MHC

SUBJECT

Council Approval of Claims costs incurred during the month of Aug 2013 and claims that are set to be paid by contract for August 2013.

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

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

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

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS:

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

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

FOLLOW UP NOTES:
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| 6044 ORR FLOOR CARE | 1507 | 2 CLEANING | Inv | 06/10/2013 | 08/20/2013 | 340.00    |             | 340.00           | 100-50-41625 | 0             |                |        |
| Total 1507    |     |             |      |          |           |            |             | 1,590.00         |              |               |                |        |

| 377 PITNEY BOWES, INC. | 765075-AU13 | 1 POSTAGE METER RENTAL | Inv | 08/22/2013 | 08/22/2013 | 115.91    |             | 115.91           | 210-15-41775 | 0             |                |        |
| 377 PITNEY BOWES, INC. | 765075-AU13 | 2 POSTAGE METER RENTAL | Inv | 08/22/2013 | 08/22/2013 | 115.91    |             | 115.91           | 200-15-41775 | 0             |                |        |
| 377 PITNEY BOWES, INC. | 765075-AU13 | 3 POSTAGE METER RENTAL | Inv | 08/22/2013 | 08/22/2013 | 115.91    |             | 115.91           | 210-15-41775 | 0             |                |        |
| Total 9765075-AU13 |     |             |      |          |           |            |             | 347.73           |              |               |                |        |

| 438 PLATT | 5086188 | 1 MISC ELECTRICAL WW | Inv | 06/12/2013 | 08/22/2013 | 116.10    |             | 116.10           | 210-70-41413 | 0             |                |        |
| 2124 SAWTOOTH PAINT & AIRLESS, INC. | 87493 | 1 RED PAINT | Inv | 08/05/2013 | 08/22/2013 | 271.32    |             | 271.32           | 100-40-41403 | 0             |                |        |
| 2124 SAWTOOTH PAINT & AIRLESS, INC. | 87714 | 1 SPRAYER PARTS | Inv | 08/15/2013 | 08/22/2013 | 48.68     |             | 48.68            | 100-40-41403 | 0             |                |        |
| Total 2124 |     |             |      |          |           |            |             | 320.00           |              |               |                |        |

<p>| 214 SAWTOOTH WOOD PRODUCTS | 80013 | 1 BLADES | Inv | 08/14/2013 | 08/20/2013 | 19.90     |             | 19.90            | 200-60-41405 | 0             |                |        |
| 5494 SILVER CREEK | i1303397.001 | 1 IRRIGATION PARTS WW | Inv | 07/20/2013 | 08/20/2013 | 281.06    |             | 281.06           | 210-70-41419 | 0             |                |        |
| 5494 SILVER CREEK | i1303986.001 | 1 HOse bib | Inv | 08/06/2013 | 08/20/2013 | 7.19      |             | 7.19             | 100-50-41403 | 0             |                |        |
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| :1304887.001 | 1   | COUPLINGS                    | Inv  | 08/01/2013   | 08/20/2013 | 9.10       | 9.10        | 9.10        | 100-50-41403 | 0           |             |             |
| Total 5494  |     |                              |      |              |           |            |             |             |             |             |             |             |
| 9360       |     | SILVER CREEK FORD            |      |              |           |            |             |             |             |             |             |             |
| 14550      | 1   | Throttle cable               | Inv  | 07/17/2013   | 08/22/2013 | 167.24     | 167.24      | 167.24      | 100-40-41405 | 44026       |             |             |
| 14565      | 1   | Fuel pump relay              | Inv  | 07/18/2013   | 08/22/2013 | 15.12      | 15.12       | 15.12       | 100-40-41405 | 0           |             |             |
| 14576      | 1   | SWITCH                       | Inv  | 07/22/2013   | 08/22/2013 | 42.80      | 42.80       | 42.80       | 100-40-41415 | 0           |             |             |
| Total 9560 |     |                              |      |              |           |            |             |             |             |             |             |             |
| 1506       |     | STANDARD PLUMBING SUPPLY     |      |              |           |            |             |             |             |             |             |             |
| BCR789     | 1   | GALV. COMP.                  | Inv  | 05/17/2013   | 06/03/2013 | 55.62      | 55.62       | 55.62       | 200-60-41403 | 0           |             |             |
| BHLM49     | 1   | PRV PARTS                    | Inv  | 08/15/2013   | 08/20/2013 | 137.62     | 137.62      | 137.62      | 200-60-41401 | 0           |             |             |
| Total 1506 |     |                              |      |              |           |            |             |             |             |             |             |             |
| 2202       |     | STATE OF ID BUREAU OF OCCUP LI |    |              |           |            |             |             |             |             |             |             |
| 090313     | 1   | BACK FLOW LICENSE RENEWAL - K | Inv  | 08/20/2013   | 08/20/2013 | 35.00      | 35.00       | 35.00       | 200-60-41711 | 0           |             |             |
| 091313     | 1   | WATER LICENSE RENEWAL - COLE | Inv  | 08/20/2013   | 08/20/2013 | 35.00      | 35.00       | 35.00       | 200-60-41711 | 0           |             |             |
| Total 2202 |     |                              |      |              |           |            |             |             |             |             |             |             |
| 2617       |     | UNITED OIL                  |      |              |           |            |             |             |             |             |             |             |
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| 27638      | 1   | DYED LOW SULFER DIE EX ALL WW | Inv  | 08/16/2013   | 08/20/2013 | 771.90     | 771.90      | 771.90      | 210-70-41719 | 0           |             |             |
| 740213     | 1   | PUMPED FUEL                  | Inv  | 08/18/2013   | 08/22/2013 | 571.79     | 571.79      | 571.79      | 100-50-41719 | 0           |             |             |
| 740216     | 1   | GAS FOR CITY VEHICLE         | Inv  | 08/15/2013   | 08/22/2013 | 58.51      | 58.51       | 58.51       | 100-20-41719 | 0           |             |             |</p>
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### Unpaid Invoice Report - MARY'S APPROVAL
Posting Period: 08/13

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<th>GL Activity No</th>
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209 WEBB LANDSCAPING

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### Summary by General Ledger Account Number

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Summary by General Ledger Posting Period

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