

**AGENDA ITEM SUMMARY**

**DATE:** 6/23/2008 **DEPARTMENT:** Advisory Boards – HHPC **DEPT. HEAD SIGNATURE:** HD

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**SUBJECT**

City Council support of Hailey Masonic Lodge nomination to National Register of Historic Places

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**AUTHORITY:**  ID Code 67-4113       IAR \_\_\_\_\_       City Ordinance/Code \_\_\_\_\_

Hailey's Historic Preservation Commission held a public hearing on May 27, 2008 to hear comments regarding the Hailey Masonic Lodge application for nomination to National Register of Historic Places

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**BACKGROUND:**

Hailey's Historic Preservation Commission developed recommendations on behalf of the city relative to public hearing taken regarding the Hailey Masonic Lodge application for nomination to National Register of Historic Places

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**FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS**

Budget Line Item # \_\_\_\_\_ YTD Line Item Balance \$ \_\_\_\_\_

No negative fiscal impact. There may be some positive impacts relative to visitor interest in Hailey if nomination is successful.

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**ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS:**

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

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**RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:**

Council motion to accept HHPC's recommendation to forward the City of Hailey's support to the Idaho State Historical Sites Review Board for the nomination of the Hailey Masonic Lodge to the National Register of Historic Places

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**FOLLOW UP NOTES:**

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2008

Ken Reid  
Deputy SHPO  
210 Main St.  
Boise, ID 83702

Dear Mr. Reid:

By this letter, the City of Hailey and the Hailey Historic Preservation Commission agrees with the Idaho SHPO to expedite the notification process regarding the National Register of Historic Places nomination for the Masonic Lodge.

The nomination was prepared by professional historians, meeting the Secretary of the Interior's Professional Qualifications for a Historian. The Historic Preservation Commission has supported the nomination process since its inception and has reviewed the nomination and we feel that documentation meets the National Register Criteria.

Public comment on the nomination has been solicited through legal notice, media announcements and a public hearing. All citizen data collected has been in support of the nomination. See the attached sheet containing signatures of Hailey citizens indicating their support of the nomination.

Sincerely,

Rick Davis, Mayor  
City of Hailey

Rob Lonning, Chair  
Hailey Historic Preservation Commission

**AGENDA ITEM SUMMARY**

DATE: 6/23/08 DEPARTMENT: Engr DEPT. HEAD SIGNATURE: 

SUBJECT: Cooperative Agreement with ITD for Countryside Traffic Signal

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

**BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:**

As a part of the Countryside Traffic Signal construction and future operation ITD requires a cooperative agreement. This is a standard ITD form that we also have in place for the other traffic signals.

**FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:** Caselle # \_\_\_\_\_  
Budget Line Item # \_\_\_\_\_ YTD Line Item Balance \$ \_\_\_\_\_  
Estimated Hours Spent to Date: \_\_\_\_\_ Estimated Completion Date: \_\_\_\_\_  
Staff Contact: Tom Hellen Phone # 788-9830 Ext 14  
Comments: \_\_\_\_\_

**ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS:** (IF APPLICABLE)

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

**RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:**

*9/17 - City Attorney given copy of this agreement - for his review.  
10/18 - Revised resolution provided by City Attorney M. cone*

**ADMINISTRATIVE COMMENTS/APPROVAL:**

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

**ACTION OF THE CITY COUNCIL:**

Date \_\_\_\_\_

City Clerk \_\_\_\_\_

**FOLLOW-UP:**

\*Ord./Res./Agmt./Order Originals: Record  
Copies (all info.): \_\_\_\_\_  
Instrument # \_\_\_\_\_

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



**IDAHO TRANSPORTATION DEPARTMENT**

P.O. Box 2-A  
Shoshone, ID 83352-0820

(208) 886-7800  
itd.idaho.gov

**RECEIVED**

JUN 10 2008

MC TH

June 6, 2008

Tom Hellen  
Hailey City Engineer  
115 Main Street South  
Hailey, ID 83333

SUBJECT: Countryside Traffic Signal Agreement

Dear Tom:

Enclosed are two originals and a copy for your files of the Cooperative Agreement for the proposed traffic signal work at Countryside & State Highway 75 (SH-75) in Hailey.

Please review the Agreement and, if found to be acceptable, provide the appropriate signatures for each of the documents and return the two original copies to this office for further processing. Once the documents have been signed by all parties, an original will be returned to you.

If you have any questions, please call me at 208-886-7860.

Sincerely,

Bruce Christensen, PE  
District 4 Traffic Engineer

COOPERATIVE AGREEMENT  
for a  
Traffic Control Signal  
at the  
INTERSECTION OF SH 75 & COUNTRYSIDE DRIVE

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PARTIES

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the IDAHO TRANSPORTATION DEPARTMENT, hereafter called the STATE, and the CITY OF HAILEY, hereafter called the CITY.

PURPOSE

This Agreement is entered into for the purpose of designing and constructing the project and in response to the CITY's request for the traffic signal.

The Parties mutually agree that a signal warrant and CITY needs exist to justify the installation of a traffic signal at the SH 75/Countryside Drive intersection (MP 114.41) within the CITY'S corporate limits.

The CITY, by authority of Title 50, Idaho Code, may adopt and enforce traffic control ordinances within its corporate limits in accordance with the Manual on Uniform Traffic Control Devices for Streets and Highways, as adopted by the STATE.

Authority for this Agreement is established by Section 40-317 of the Idaho Code.

The Parties agree as follows:

SECTION I. That the STATE will:

1. Permit the CITY to retain, maintain, connect to and improve all existing CITY-owned water lines, storm sewers, and sanitary sewer now in place on the state highway right-of-way within the project limits.
2. Not be responsible for any or all costs associated with the design and construction of this project.
3. Review and approve construction plans. The STATE will require three (3) calendar weeks to review the construction plans and return any comments or approvals.
4. Upon completion of the project, accept from the CITY ownership of the traffic signal to be installed, and assume all necessary maintenance and operation responsibilities and costs thereof, except as provided in Sections II and III, that will be required to keep the traffic signal, as installed, in continuous operation in conformance with the requirements of the Manual on Uniform Traffic Control Devices for Streets and Highways, as adopted by the STATE. This includes

performing an complete annual check of the traffic signal equipment and operation; replacing all signal lamps on a scheduled basis; furnishing the **CITY** with signal lamps for emergency replacement; and responding promptly to notification from the **CITY** that a traffic signal related emergency exists. Response will normally be by the next working day.

5. Authorize the **CITY** to administer the project design and construction. Prior approval of the **STATE** will be obtained if it is necessary during the life of the construction contract to deviate from the plans and specifications to such a degree that the nature of the completed work is significantly changed.
6. Provide a person knowledgeable in signal wiring, controls and programming to assist in an interim and a final inspection, turn-on procedures, and programming of controllers. The **CITY** shall notify the District office 48 hours prior to beginning construction, final inspection, project turn-on, and final programming of controllers.
7. Furnish and install all official guide signs at junctions of the urban extensions to the state highway system, and all confirming and reassurance route markers and guide arrows along the urban extensions of the state highway system necessary to properly identify the **STATE'S** highways.
8. Train representatives designated by the **CITY** on emergency procedures related to signal shutdown or partial operation due to power failure, accidents, turned head, or equipment malfunction (including the replacement of lamps).
9. Indemnify, save harmless and defend regardless of outcome the **CITY** from expenses of and against suits, actions, claims, or losses of every kind, nature and description, including costs, expenses and attorney fees that may be incurred by reason of any act or omission, neglect or misconduct of the **STATE** in the work of this agreement.

**SECTION II.** That the **CITY** will:

1. Be responsible for designing and constructing the project.
2. Provide project plans and specifications according to State guidelines for the project, subject to **STATE** review and approval. The **CITY** and **STATE** recognize that the project plans will be in English units and some minor non-technical deviations from ITD plan requirements for project plan submittals will be acceptable to the **STATE**.
3. Assume all costs associated with the acquisition of right of way.
4. Assume all costs for design and construction of the traffic signal installation.
5. Notify the District Four office forty-eight (48) hours prior to beginning construction, placement of underground facilities, final inspection, turn-on and final programming of controllers. The **STATE** shall be given the opportunity to fully inspect all hardware and

construction prior to final acceptance. The **STATE** reserves the right to reject and cause to be replaced all unacceptable work or materials, at no additional cost to the **STATE**.

6. By appropriate ordinance and police action, cooperate with and assist the **STATE** in prohibiting and removing encroachments on any part of the state highway right-of-way within the project limits.
7. Upon request to energize, assume all energy costs required to operate the traffic signals, monitor its operation daily, and perform emergency measures as necessary in accordance with EXHIBIT A, including the prompt notification to the **STATE** of any equipment malfunction or required maintenance.
8. Not use the traffic signal poles or mast arms for any purpose other than to support traffic control devices or luminaires.
9. Maintain, erect or install within the project limits only those traffic control devices, including signs that are in conformance with the Manual on Uniform Traffic Control Devices for Streets and Highways, as adopted by the **STATE**.
10. Upon completion of the project, and upon request to energize, assume all operation, and the costs thereof, required to maintain the street lighting equipment in continuous service during the hours of darkness and not remove, alter or abandon the lighting equipment without the prior concurrence of the **STATE**. In the event that the average maintained foot-candles of the lighting system drops below seventy (70) percent of the original installed values, the **CITY** shall cause the light intensity to be restored to approximately the original values. Any combination of relamping and/or cleaning of fixtures may be used to achieve the necessary desired intensity.
11. Comply with all pertinent sections of the STATE'S Standard Specifications for Highway Construction in accomplishing all future trench backfill and pavement repairs on the state highways within the project limits.
12. Obtain concurrence of the **STATE** before installing or constructing any new, or relocating any existing sidewalk or any existing **CITY**-owned water line, storm sewer, sanitary sewer or other facilities on the state highways within the project limits.
13. Obtain concurrence from the **STATE** before vacating or closing any right-of-way connecting to the state highways within the project limits.
14. Obtain concurrence from the **STATE** before accepting any new street or alley right-of-way connecting to the state highways within the project limits.
15. Indemnify, save harmless and defend regardless of outcome the **STATE** from expenses of and against suits, actions, claims, or losses of every kind, nature and description, including costs, expenses and attorney fees that may be incurred by reason of any act or omission, neglect or misconduct of the **CITY** in the construction and maintenance of the work.

SECTION III. Both parties agree that:

1. The traffic signal installation will not be altered or abandoned without the prior concurrence of both parties.
2. Should any of the traffic signal installation be damaged or destroyed through the wrongful or negligent act of any third party, the **CITY** will make every effort to determine the identity and whereabouts of the responsible party, and the **STATE** will attempt collection of the cost of repair or replacement. The Parties will share the costs of repair or replacement on an equal (50/50) basis if:
  - (a) Collection can not be accomplished after reasonable attempt, or
  - (b) The damage or destruction was not caused by the wrongful or negligent act of a third party.
3. The **CITY** and **STATE** agree to advance funds for the repair or replacement based upon their proportionate share of the cost. If the **STATE** is able to collect the cost of repair or replacement from the responsible party, it shall reimburse the **CITY** the funds it advanced.
4. This Agreement shall become effective on the first date mentioned above and shall remain in full force and affect until amended or replaced upon the mutual consent of the **CITY** and **STATE**.



EXECUTION

This Agreement is executed for the **STATE** by its Assistant Chief Engineer; and executed for **CITY** by the Mayor, attested to by the City Clerk with the imprinted Corporate Seal of the **CITY OF HAILEY**.

IDAHO TRANSPORTATION DEPARTMENT

APPROVED BY:

\_\_\_\_\_  
Assistant Chief Engineer  
(Development)

APPROVED AS TO FORM:

RECOMMENDED:

  
\_\_\_\_\_  
Deputy Attorney General

\_\_\_\_\_  
District Engineer

ATTEST:

CITY OF HAILEY

\_\_\_\_\_  
CITY Clerk

\_\_\_\_\_  
Mayor

(Seal)

By regular/special meeting  
on \_\_\_\_\_.

EXHIBIT A  
COOPERATIVE AGREEMENT WITH  
CITY OF HAILEY  
EMERGENCY TRAFFIC SIGNAL PROCEDURES

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- I. For the loss of all signal indications:
  - A. Check for possible loss of power.
  - B. If there is no power outage in the area, switch signal to the flashing mode by manipulating switch inside police panel.
  - C. If signal will not flash, install stop signs on cross streets.
  - D. Notify the **STATE**.
  
- II. For the partially operating signal:
  - A. With one or more signal lamps not working, replace signal lamps.
  - B. That has other malfunctions, switch to flashing mode by manipulating switch inside police panel.
  - C. Notify the **STATE**.
  
- III. For damage from an accident:
  - A. With minor damage to cabinet and/or controller, but no apparent damage to wiring, and if there is any malfunctioning, switch to flashing mode by manipulating switch inside police panel.
  - B. With damage to wiring, secure wiring or disconnect power and install stop signs on cross streets.
  - C. Notify the **STATE**.
  - D. Obtain accident information and forward a report to the **STATE** within ten days of the accident.
  
- IV. For turned heads:
  - A. Loosen fitting between mast arm and head.
  - B. Turn head back to original direction.
  - C. Re-tighten fitting.
  
- V. When emergency maintenance is required, notify the Idaho Transportation Department, District 4 Engineer in Shoshone, telephone number (208)886-7800.

**CITY OF HAILEY**  
**RESOLUTION NO. 2008- 09**

A RESOLUTION AUTHORIZING THE MAYOR AND THE CITY OF HAILEY TO SIGN A COOPERATIVE AGREEMENT FOR A TRAFFIC CONTROL SIGNAL AT THE INTERSECTION OF STATE HIGHWAY 75 AND COUNTRYSIDE BOULEVARD.

**WHEREAS**, the Idaho Transportation Department, hereafter called the **STATE**, has submitted a Cooperative Agreement for a traffic control signal (“Agreement”) stating obligations of the **STATE** and the **CITY OF HAILEY**, hereafter called the **CITY**, for design and construction of a traffic signal at the SH75/Countryside Drive intersection within the **CITY**’s corporate limits; and

**WHEREAS**, the **CITY** is fully responsible for its share of project costs.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF HAILEY, IDAHO, AS FOLLOWS:**

1. That the Agreement is hereby approved.
2. That the Mayor and the City Clerk are hereby authorized to execute the Agreement on behalf of the **CITY**.
3. That duly certified copies of the Resolution shall be furnished to the Idaho Transportation Department.

Passed and Adopted on this \_\_\_\_\_ day of June, 2008.

\_\_\_\_\_  
RICHARD L. DAVIS  
Mayor

**CERTIFICATION**

I hereby certify that the above is a true copy of a Resolution passed at a regular meeting of the City Council for the **CITY OF HAILEY**, held on June 23, 2008.

(Seal)

\_\_\_\_\_  
MARY CONE  
City Clerk



**AGENDA ITEM SUMMARY**

**DATE:** 6/23/2008 **DEPARTMENT:** Fire **DEPT. HEAD SIGNATURE:** MC

**SUBJECT**

Mutual Aid –  
2008 Annual Operating Plan for Cooperative Fire Agreement with the Forest Service, US Department of Agriculture.

**AUTHORITY:**  ID Code  IAR \_\_\_\_\_  City Ordinance/Code \_\_\_\_\_

Cooperative Agreement No 08-F1-11041403-0XX

**BACKGROUND:**

Hailey Fire Department agreement with the Forest Service for 2008 plan. Comments submitted by city attorney:

For the most part, the Operating Plan is pretty straightforward. But, I do have a few minor questions or points.

1. The second paragraph in paragraph A on page 1 refers to the Sawtooth Valley Fire Department. I suspect this should be the City of Hailey???
2. The first paragraph in paragraph G refers to "Item 34 of parent agreement." I assume the parent agreement is the "Cooperative Agreement No. 08-FI-11041403" mentioned on page 1. If so, parent agreement should be better defined.
3. The third paragraph in paragraph G states that compensation for services is based on a Dept of Lands agreement. Is that right?
4. Item 2 in paragraph G is confusing to me, but does it make sense to you?
5. The maps and Exhibit D need to be attached.

**FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS**

Budget Line Item # \_\_\_\_\_ YTD Line Item Balance \$ \_\_\_\_\_

**ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS:**

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

**RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:**

Motion to approve Cooperative Fire Agreement between Hailey Fire Department and Forest Service, U.S. Department of Agriculture Sawtooth National Forest, contingent upon definition clarifications and map exhibits as recommended by the city attorney

**FOLLOW UP NOTES:**

**2008 ANNUAL OPERATING PLAN**  
for  
**COOPERATIVE FIRE AGREEMENT**  
between  
**HAILEY FIRE DEPARTMENT**  
and  
**FOREST SERVICE, U.S. DEPARTMENT OF AGRICULTURE**  
**SAWTOOTH NATIONAL FOREST**

This Annual Operating Plan is entered into by and between the Hailey Fire Department, hereinafter referred to as the Department and the Forest Service, U.S. Department of Agriculture Sawtooth National Forest, hereinafter referred to as the Forest Service, under the provision of Cooperative Agreement No. 08-FI-11041403-0XX, signed \_\_\_\_\_. This Plan becomes attached to and made part of said agreement.

The parties hereto agree as follows:

**PURPOSE:**

The purpose of this Annual Operating Plan is to define operating procedures and responsibilities within the framework of the Cooperative Fire Agreement No. 08-FI-11041403-0XX.

**A. Assistance Area:**

The enclosed map, **Exhibit A**, which is made part of this Annual Operating Plan (AOP), outlines the protection area for each Party within the framework of the Cooperative Fire Management Agreement referred to above.

The Department is primarily responsible for suppression of structural fires and wildland fires occurring to property of residents in the Sawtooth Valley Fire Department, and secondly for suppression of wildland fires occurring within the initial attack zones displayed on the attached maps.

The Forest Service is primarily responsible for suppression of wildland fires within the protection boundaries of the Sawtooth National Forest and within the initial attack zones displayed on the attached maps.

**B. Burning Permits:**

The Forest Service may issue State of Idaho Burning Permits for any open air burning during the closed fire season (May 10 to October 20th) occurring within the protection boundaries of the Forest. The Fire Chief of the Department shall issue State of Idaho Burning Permits for any open air burning during the closed fire season occurring within the protection boundaries of the Department. If either party to this plan issues burning permits to the public in an area of mutual concern, they will contact the other agencies **Dispatch center** with information on location, name of person issued permit, dates, phone number, and acres, to avoid costly false alarm runs.

**Ned Williamson**

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**From:** "Ned Williamson" <wlo@cox-internet.com>  
**To:** "Michael Chapman" <mchapman2@cox-internet.com>  
**Sent:** Thursday, June 19, 2008 8:09 AM  
**Subject:** Re: USFS Operating Agreement

It sounds like you can take care of these matters. Please let me know if you need any further help. Thanks.

Ned

----- Original Message -----

**From:** Michael Chapman  
**To:** 'Ned Williamson'  
**Sent:** Wednesday, June 18, 2008 8:51 PM  
**Subject:** RE: USFS Operating Agreement

Hi Ned,

Thanks for your review. See my answers below.

MC

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**From:** Ned Williamson [mailto:wlo@cox-internet.com]  
**Sent:** Wednesday, June 18, 2008 12:35 PM  
**To:** Chapman, Mike  
**Cc:** Dawson, Heather  
**Subject:** USFS Operating Agreement

Mike,

For the most part, the Operating Plan is pretty straightforward. But, I do have a few minor questions or points.

1. The second paragraph in paragraph A on page 1 refers to the Sawtooth Valley Fire Department. I suspect this should be the City of Hailey???

Correct, They gave me a boiler plate contract and apparently missed the name.

2. The first paragraph in paragraph G refers to "Item 34 of parent agreement." I assume the parent agreement is the "Cooperative Agreement No. 08-FI-11041403" mentioned on page 1. If so, parent agreement should be better defined.

Good question. I think that the agreement that they are talking about is the subsequent "Emergency equipment rental agreement" that we will sign and renew each year. Each contract identifies the qualifying equipment that we will respond with, and the rates of pay for those items. The actual contract # will change each year, and probably shouldn't be included in this agreement. I will call Bill Murphy (USFS) and verify this.

3. The third paragraph in paragraph G states that compensation for services is based on a Dept of Lands agreement. Is that right?

Yes, Somehow Virtually all contracts between local fire agencies and Federal fire agencies go through IDL, which attaches and additional 27% to the bill for "coordinating" the contract. Neat sweetheart arrangement, isn't it!

4. Item 2 in paragraph G is confusing to me, but does it make sense to you?

6/19/2008

13 AA 01

Yup, that is the standard criteria for staffing numbers for type of vehicle. The second half pertains only if the Feds gave you a free fire truck, and then asks you to contract with them. They simply don't want to pay for a truck that they gave away.

5. The maps and Exhibit D need to be attached.

Yes, I need to attach a map of Hailey's city boundary that includes the latest annexations. -Still trying to find a small scale map.

Please call if you have any questions.

Ned

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No virus found in this incoming message.

Checked by AVG.

Version: 7.5.524 / Virus Database: 270.4.0/1507 - Release Date: 6/18/2008 7:09 AM

6/19/2008

13 B.4 8'



**C. Reporting Fires:**

Fires will be reported to the following individual/office as shown in **Exhibit B** (Contact Information).

**D. Annual Coordination Meeting:**

1. A coordination meeting between the Department and the Forest Service will be held annually by June 1. This meeting will review the past year of cooperative assistance and revise this Annual Operating Plan. The Equipment List (**Exhibit D**) will be reviewed and attached to the updated operating plan each year.
2. Maps which identify each of the parties jurisdictional boundaries will be exchanged and updated prior to June 1. This is critical in establishing an understanding of responsibilities, unprotected areas, overlap areas, and Mutual Aid areas. The maps are attached and shall become part of this plan.

**E. Communications:**

Each party to this agreement agrees to maintain an up-to-date list of telephone numbers for emergency principal contacts.

It is critical that representatives of each party meet at the fire scene and establish what frequencies will be used during tactical operations so there is no confusion. Weather warnings, emergency broadcasts tactical changes etc., will be transmitted over this common frequency to all units on the scene.

**FREQUENCIES:**

Both parties are authorized to use the frequencies listed in **Exhibit C** during emergency operations only. Use of Forest Service frequencies by the Fire Department will be via Forest Service radio frequencies. Additional information concerning the radio system can be obtained from the Dispatch Center or Forest Service radio technicians.

**E. Operations:**

Rapid dispatching of personnel and equipment to fires is primary to both parties. It is critical that dispatch organizations have clear direction and understanding of procedures. It is equally important that initial attack forces understand their roles and responsibilities, and those of the other agencies. These personnel will become familiar with the following:

1. During the Initial Attack or Mutual Aid, when no reimbursement will be provided, the SUPPORTING PARTY will make every effort to provide personnel and equipment that meets the training, physical requirements and performance standards necessary to perform the task assigned. When one party requests assistance from the other and reimbursement will be

provided, the standards for qualifications, training, and physical fitness as set in PMS 310-1 "Wildland and Prescribed Fire Qualification System Guide" are required.

At the time of the request, the SUPPORTING PARTY will identify the person in charge of responding resources.

2. The Incident Command System (ICS) will be used by both parties on the fire scene. The first responding Party to a fire incident will identify an Incident Commander who will be responsible for situation assessment, coordination, and management of personnel and resources engaged. Once a qualified representative from the PROTECTING PARTY arrives on scene, that person will initiate a coordinated transfer of authority and assume command from the initial attack Incident Commander.
3. In the event the Department is the first responder to a wildland fire incident on lands protected by the Forest Service, and the initial attack Incident Commander determines an immediate threat of the fire escaping initial attack, that official may request additional assistance from the Forest Service through Department Fire Personnel before the arrival of qualified Forest Service personnel.
4. It shall be the policy of all parties to release the SUPPORTING PARTY'S personnel and equipment from emergency duties as soon as practical and mutually agreed upon between the Incident Commander and the SUPPORTING PARTY.
5. Personnel and equipment of either party to this agreement may enter on the lands administered or protected by the other in order to effect this agreement, including access onto administratively closed roads for emergency response to incidents.
6. Rapid initial attack and increased support are primary goals. When jurisdiction is unknown, both parties will dispatch resources until jurisdiction is established.  
  
When one party responds to a fire and discovers it is in another's protection area, the other party will be immediately notified of fire conditions, legal locations, etc., as initial attack units arrive on scene (see initial attack report).
7. When one party suppresses a fire in the other party's jurisdiction, the responsible agency will be immediately notified of the situation and a detailed report containing the time of attack, size, legal location, equipment and personnel used, time fire is declared out, cause of fire, etc.
8. Each party will make available and familiarize their employees with the contents of the operating plan.
9. The Forest Service dispatch office will direct the use of aircraft. The Department may order an air tanker drop, helicopter, or observation flight through the responsible Dispatch Center, but the operational phase will remain under the direction of the Forest Service. The Department will provide mission objectives, legal location, and hazards in the area (power lines, houses etc.). If the request for aircraft is for a fire outside of the Mutual Aid Area, the requesting party will be billed accordingly.

10. All parties to the Operating Plan will coordinate fire restrictions or closures due to weather or fire severity. The "South Idaho Restriction Operations Plan", will be used as a guide. A copy of this document can be found at the Forest Service office.
11. Equipment and personnel obtained will be used in areas of their expertise (structure fire fighters will be assigned to structure protection; wildland fire fighters and equipment assigned to wildland fuel areas, etc.).
12. Before fire suppression efforts begin, all fire fighters will be briefed about the nature of the fire, fuel conditions, weather information, safety reminders, potential hazards, command structure, and radio use.

**G. Compensation for Services:**

Compensation for services provided by either party will be guided by the parent agreement for billing procedures. *Item 34 of parent agreement.*

This portion of the Plan provides information on the standard payment rates, and invoicing procedures for equipment and personnel used after the **four-hour** initial attack time and if the Department is requested outside the initial attack zone, but still within the Mutual Aid Area. (Initial attack time begins from the time of notification of the incident.)

For compensation for services outside of your jurisdiction the payments rates and the agreement to be used falls back to the Statewide Cooperative Fire Protection Agreement, 02-IA-11132543-221, with the Idaho Department of Lands.

It is understood, neither party is entering this Plan to make a profit from assisting the other, but rather, developing a method of recovering legitimate expenses. Every effort shall be made to minimize costs.

1. Payment rates used for equipment are listed in the Rocky Mountain/Great Basin Equipment Rates supplement to the Interagency Incident Business Management Handbook. Annually, the Great Basin Fire Business Management Working Committee reviews and sets these rates based on local factors from Idaho, Nevada, and Utah. The standards are adopted from criteria in the National Wildfire Coordination Group (NWCG) Handbook 2. Adoption of these rates and standards assures consistency for all parties and reduces the confusion that would be created by trying to determine individual parties and equipment rates.
2. Operated hourly rate is based on being equipped with the number of personnel specified in the "Fireline Handbook". Apparatus supplied through the Federal Excess Property Program are calculated at 66 percent of the unoperated allowance plus the difference between the unoperated daily and fully operated daily rate.
3. For each piece of equipment provided by the Department to an incident, a Resource Order number will be assigned by the Forest Service Dispatch Center and documented on the Emergency Equipment Use Invoice.
4. For each incident, each piece of equipment provided by the Department shall have separate

Emergency Equipment Shift Ticket (OF-297) prepared showing compensable time for one operation period. Information from individual Emergency Equipment Shift Tickets will be transferred to the Emergency Equipment Use Invoice (OF-286) completed and signed by the responsible Forest Service officer and Department representative.

The Department and the Forest Service Official responsible for directing the work of the equipment are responsible to see the shift tickets are completed. Any known defects or damage to equipment going on or off shift must be documented in the "Remarks" section. All equipment shall have both a pre and post vehicle inspection.

**OPERATING PLAN APPROVAL:**

\_\_\_\_\_  
, Fire Chief  
Hailey Fire Department

\_\_\_\_\_  
Date

\_\_\_\_\_  
JANE P. KOLLMEYER, Forest Supervisor  
Sawtooth National Forest

\_\_\_\_\_  
Date

THE AUTHORITY AND FORMAT OF THIS INSTRUMENT  
HAVE BEEN REVIEWED AND APPROVED FOR SIGNATURE

\_\_\_\_\_  
AGREEMENTS COORDINATOR

\_\_\_\_\_  
DATE

**EXHIBIT A**

**MAPS**

**EXHIBIT B**

**CONTACT INFORMATION**

**KETCHUM RURAL FIRE PROTECTION DEPARTMENT:**

<b>FIRE DISPATCHING</b>	<b>OFFICE</b>	<b>HOME</b>
Ketchum Communications, Susan Bille	(208) 726-8271 <b>24 HRS</b>	NA
Ketchum Rural Fire Chief, Mike Elle	(208) 726-7805	(208) 726-9766
Fire Commissioner, George Giroux	(208) 720-2005 Cell (208) 726-6554	(208) 727-6676
Fire Commissioner, Chris Stephens	(208) 720-0972 Cell	(208) 726-5552
Fire Commissioner, Paul Willingham	(208) 788-3226	(208) 788-3226

<b>Administrative Matters:</b>		
<del>Ketchum Rural Fire Chief, Mike Elle</del>	(208) 726-7805 (208) 720-2005 Cell	(208) 726-9766

**SAWTOOTH NATIONAL FOREST:**

<b>FIRE DISPATCHING</b>	<b>OFFICE</b>	<b>HOME</b>
Forest Fire Dispatcher South Central Idaho Interagency Dispatch Center	(208) 886-2373 <b>24 Hrs</b>	
North Zone Fire Management Officer Bill Murphy	(208) 622-5371	(208) 788-1286
North Zone Assistant Fire Management Officer Steven Anderson	208) 774-3015	(208) 774-0326
Stanley Engine Foreman <del>David Hooper</del> Eli Groover's	(208) 774-3000	(208) 431-0012
Ketchum Engine Foreman <del>Brian Tracy</del> David Hooper	(208) 622-8268	(208) <del>726-9766</del>

<b>ADMINISTRATIVE MATTERS</b>		
Randy Richter, Forest Fire Management Officer (FFMO)	(208) 737-3248	(208) 731-0174
Jerry Gibbons, Fiscal Officer	(208) 737-3260	

EXHIBIT C  
COMMUNICAITON

Stanley  
~~SA 10/11~~  
NORTH VALLEY  
Radio PLAN

FEDERAL WILDLAND FREQUENCIES:

Ch	Name	Transmit	Receive	Tone
1	Stanley Fire 1	153.7850	153.7850	CSQ
2	Stanley Fire 2 (Challis Ambulance)	154.3850	154.3850	CSQ
3	Stanely Clinic (Challis Dispatch)	155.7150	154.0400	88.5
4	Clinic Car to Car	154.0400	154.0400	CAQ
5	State Com 2 (Life Flight)	155.2800	155.2800	88.5
6	State Com 1	155.3400	155.3400	88.5
7	Custer County Sheriff (Basin Butte)	158.7300	155.4300	131.8
8	Custer County Car to Car (SCAN on Clinic)	155.4300	155.4300	CSQ
9	US Forest Service (Horton Peak) Horton – Use in Stanley Area	164.6250*	172.2500	136.5
10	US Forest Service Car to Car Forest North – Use in Stanley Area	172.2500	172.2500	None
11	Ketchum Fire Dept (Dispatch/Page)	153.8900	154.4150	174
12	KFD/SV TAC	154.2050	154.2050	CSQ
13	Stanley Fire 1	153.7850	153.7850	CSQ
14	Stanley Clinic	155.7150	154.0400	88.5
15	SCAN on FD			
	FS Tac 1 – Fireline Channel	162.2250	162.2250	None
	Sheep Mtn. – Use North of Lower Stanley	164.6250*	172.2500	156.7
	Mt. Zumwalt – Use in Grandjean Area	164.6250*	172.2500	167.9
SCAN on the Clinic radios is Ch 1-7, Ch 3 is priority. Home Revert is Ch 3. SCAN on the FD radios is Ch 1-8, Ch 3 is priority. Home Revert is Ch 1.				

Federal frequencies are narrow banded as of 1/30/2005.

\*Note the transmit frequency change for year 2007, TONE access 164.6250, for Horton, Zumwalt, & Sheep Mtn.





**AGENDA ITEM SUMMARY**

**DATE:** 6/23/2008    **DEPARTMENT:** Water/ HELP    **DEPT. HEAD SIGNATURE:** HD

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**SUBJECT**

Water Conservation Showcase Lawn program allowing exemptions from odd/even watering regulations.

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**AUTHORITY:**    ID Code         IAR \_\_\_\_\_         City Ordinance/Code    13.08.010.a

13.08.010    Implementation of municipal water usage conservation measures.

A.    Prohibition and Restriction of Municipal Water Usage. The sprinkling or watering of outdoor plantings such as grass, lawns, gardens, ground cover, shrubbery, trees or other landscaping shall be restricted upon all properties with even numbered street addresses to even numbered calendar days, upon all properties with odd numbered street addresses to odd numbered calendar days, and upon all properties on the 31<sup>st</sup> day of any month, and shall be prohibited between the hours of ten a.m. and five six p.m. daily, except as provided below:

1.    Upon written request made by a Water User, the water superintendent may grant an exception to the prohibition and restriction of municipal water usage if one or more of the following conditions are met:

    a.    The Water User is now using, or will use as condition to the granting of the exception, water conservation irrigation devices such as drip or bubbler style irrigation systems that minimize water evaporation losses; or

    b.    The Water User's water usage will be for the purpose of sprinkling or watering new plantings for a specified time period.

B.    Exclusion. Sprinkling or watering by commercial nurseries on their own sites are specifically excluded from the prohibitions and restrictions of this chapter.

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**BACKGROUND:**

At the June 9, 2008 city council meeting, the council supported Hailey Environmental Leadership Program's recommendation to implement a water conservation showcase lawn program by which water users could seek exemption from odd/even water regulations. The exemption is supported in Section 13.08.010.a. of the Hailey Municipal Code. The HELP program would be operated under the paradigm of a grant program, further defining elements by which Section 13.08.010.a. can be applied to a limited number of lawns.

Included for council approval is the Public Relations materials for the program, and the application form by which users would apply.

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**ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS:**

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

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**RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:**

Council acknowledgment that the Water Conservation Program as developed by HELP is in conformance with 13.08.010.a. of the Hailey Municipal Code and meets the city council's intent to further water conservation efforts which may be hampered by odd/even watering regulations.

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**FOLLOW UP NOTES:**

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FOR IMMEDIATE RELEASE  
June 24, 2008

CONTACT: Heather Dawson  
788-4221 ext 18

### SHOWCASE LAWNS WATER CONSERVATION APPLICATION

(Hailey, Idaho) In response to repeated requests from Hailey citizens wishing to reduce their water consumption for irrigation, the City of Hailey, in conjunction with Trout Friendly Lawns and the Wood River Land Trust, is offering the opportunity to become exempt from odd/even watering restrictions. The intent of this opportunity is to allow a limited number of water users the flexibility to water less frequently than the odd/even cycle currently allows. The lawns will be identified with a small Showcase Lawn indicator, which will hang from the Trout Friendly Lawn sign. Neighbors, passersby and local code enforcement personnel will be able see conservation in action.

With the advent of city-wide water metering last year, the odd/even restriction was lifted, with the intent that residents would water less frequently (for example, every third day or twice a week). However, despite the user fee based on quantity of water used, citizens irrigated more than previous years. To preserve water for emergency purposes and try to alleviate localized water pressure problems, this spring the City Council reinstated the odd/even ordinance with watering allowed between 6 PM and 10 AM.

This opportunity is limited to 15 homes or businesses, which may qualify for an exemption by submitting an application and certifying the lawn as "Trout Friendly" with the Wood River Land Trust. The irrigation must be "partially served by drip or bubbler-style irrigation devices." The application must include a diagram with dimensions of lot and buildings, to verify the irrigable size of the parcel. A brief description of conservation techniques to meet the target water-usage requirements of 1" – 1.5" per square foot per week is also needed, with historical water consumption (available on water bills or on-line).

Applicants must be aware this exemption does not preclude compliance with restricted watering hours and will be revoked if water use exceeds prior year's usage.

An application is available on the City of Hailey web site; [www.HaileyCityHall.org](http://www.HaileyCityHall.org) or email [Becky.Stokes@HaileyCityHall.org](mailto:Becky.Stokes@HaileyCityHall.org).

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# HELP (Hailey Environmental Leadership Program)

## SHOWCASE LAWN APPLICATION

Showcase Water Conservation in Exchange for an Exemption from Odd/Even Watering Restrictions

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NAME(S): \_\_\_\_\_

PROPERTY ADDRESS: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

PHONE: (    ) \_\_\_\_\_ - \_\_\_\_\_    CELL: (    ) \_\_\_\_\_ - \_\_\_\_\_

### **NUMBER OF GALLONS ALLOWED PER MONTH**

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LAWN/YARD SIZE: \_\_\_\_\_ SQ. FT. (use this measurement for calculations)

TARGET WATER USAGE:  $2.68 \times$  \_\_\_\_\_ SQ. FT. = \_\_\_\_\_ GALLONS/MONTH

MAXIMUM WATER USAGE (TO ALLOW FOR HIGHER EVAPORATION RATES DURING HOTTER MONTHS):  
 $4.02 \times$  \_\_\_\_\_ SQ. FT. = \_\_\_\_\_ GALLONS/MONTH

WATER USAGE FOR IRRIGATION SHALL STAY AT OR BELOW THE TARGET WATER USAGE, NOT TO EXCEED THE MAXIMUM WATER USAGE.

THE FOLLOWING INFORMATION CAN BE OBTAINED FROM YOUR CURRENT WATER BILL OR ON-LINE (IF YOU HAVE TROUBLE LOCATING THIS INFORMATION PLEASE CALL BECKY STOKES AT 788-4221 X 28 OR EMAIL AT BECKY.STOKES@HAILEYCITYHALL.ORG):

JULY 2007 WATER USAGE: \_\_\_\_\_ GALLONS (FOR COMPARISON PURPOSES)

JANUARY 2008 WATER USAGE: \_\_\_\_\_ GALLONS (TO DETERMINE DOMESTIC USAGE)

THE NUMBER OF GALLONS CONSUMED IN JANUARY 2008 WILL BE USED AS YOUR DOMESTIC WATER USAGE AMOUNT, WHICH WILL BE ADDED TO BOTH THE TARGET AND MAXIMUM GALLONS/MONTH IN ORDER TO ACCOUNT FOR DOMESTIC USE AND MONITOR YOUR WATER BILL EFFECTIVELY (YOUR WATER BILL REFLECTS TOTAL WATER USAGE, FOR BOTH IRRIGATION AND DOMESTIC USE).

**REQUIRED SUBMITTAL ITEMS (THESE MUST BE ATTACHED TO QUALIFY):**

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- A 200 WORD MINIMUM DESCRIPTION, OUTLINING WHY YOU ARE APPLYING FOR THE EXEMPTION AND A PROPOSAL FOR HOW YOUR LAWN WILL MEET THE TARGET WATER USAGE REQUIREMENTS (MAXIMUM USAGE REQUIREMENTS FOR HOTTER MONTHS). IF YOU USE ANY UNIQUE OR NOTEWORTHY WATER CONSERVATION TECHNIQUES, TELL US ABOUT THEM
  - DATE OF TROUT FRIENDLY LAWN CERTIFICATION OR PENDING APPOINTMENT
  - PICTURE OF YARD (A DIGITAL COPY CAN BE EMAILED TO [BECKY.STOKES@HAILEYCITYHALL.ORG](mailto:BECKY.STOKES@HAILEYCITYHALL.ORG))
  - A DIAGRAM WITH DIMENSIONS (SHOWN IN FEET) OF YOUR LOT, YARD, BUILDINGS, ETC. (TO ASSIST IN LAWN/YARD SIZE VERIFICATION)
  - THE USE OF WATER CONSERVATION IRRIGATION DEVICE(S), WHICH MINIMIZES WATER EVAPORATION LOSSES
- 

PLEASE CHECK THIS BOX IF YOU DO NOT WANT THE CITY TO USE YOUR PICTURE OR NAME(S) ON OUR WEBSITE, THE NEWSPAPER, OR OTHER FORMS OF PROMOTION AND MEDIA.

PLEASE BE ADVISED, THIS EXEMPTION DOES NOT PRECLUDE YOU FROM COMPLYING WITH THE RESTRICTED WATERING HOURS OF 6PM-10AM. YOU WILL RECEIVE A WARNING AND IF REPEATED VIOLATIONS OCCUR, A FINE FOR WATERING YOUR YARD OUTSIDE OF THESE HOURS. IF YOU RECEIVE A WARNING YOU WILL LOOSE YOUR SHOWCASE LAWN STATUS AND THE EXEMPTION WILL NO LONGER BE AVAILABLE TO YOU.

IF YOU EXCEED YOUR MONTHLY MAXIMUM WATER USAGE ALLOWABLE FOR YOUR PROPERTY (DOMESTIC AND IRRIGATION USE) AND AGREED UPON WITH THIS APPLICATION, YOU WILL RECEIVE AN EMAIL WARNING YOU OF THE VIOLATION. EXCEEDING THE MONTHLY MAXIMUM WATER USAGE MORE THAN ONCE WILL BE CAUSE FOR THE CITY TO REVOKE THE EXCEMPTION, AT WHICH POINT THE APPLICANT SHALL COMPLY WITH THE ODD/EVEN WATERING SCHEDULE.

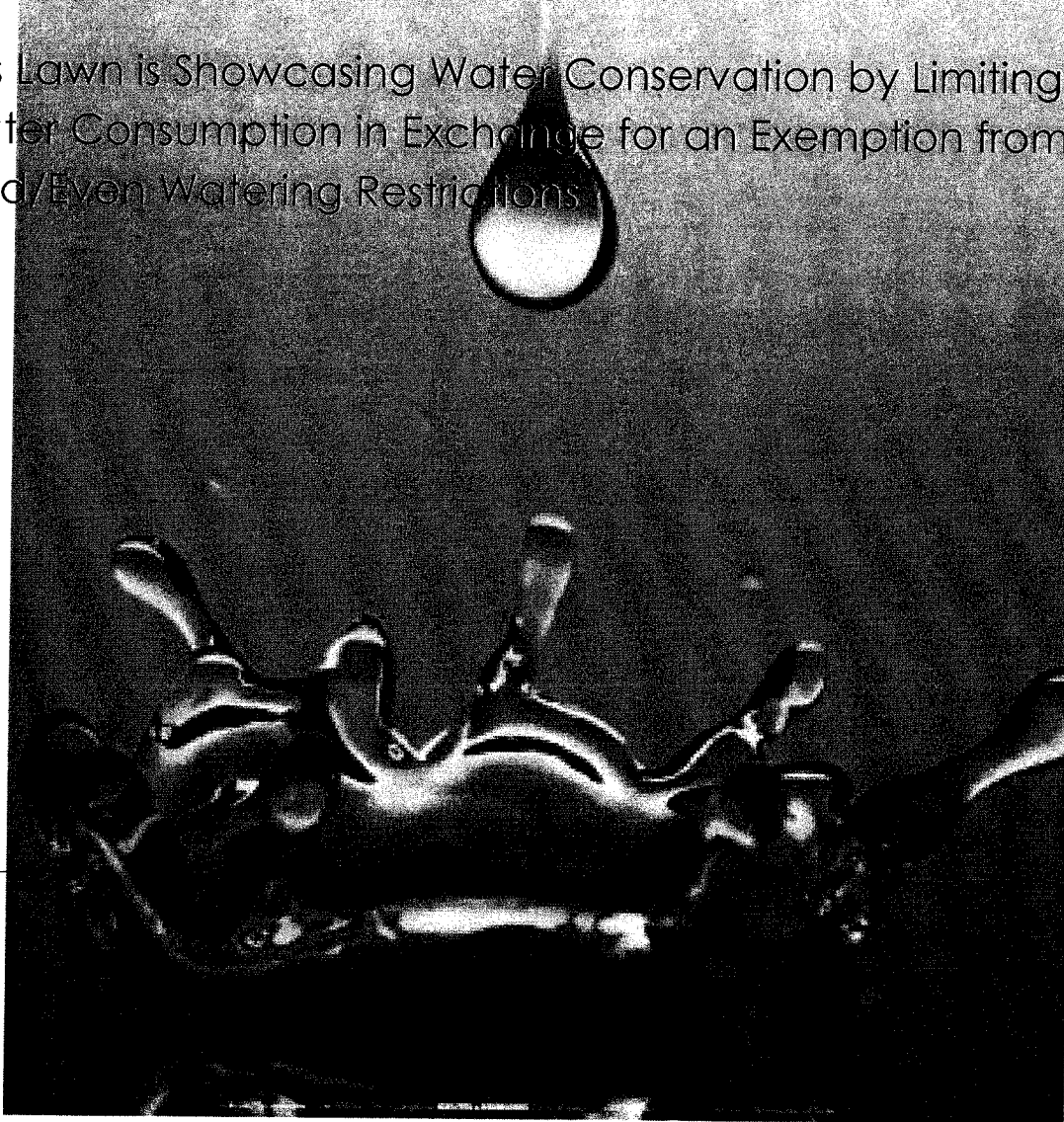
APPLICANT'S SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

PLEASE SUBMIT THIS APPLICATION AND THE REQUIRED SUBMITTAL ITEMS TO: CITY OF HAILEY, ATTN: BECKY STOKES • 115 MAIN ST. S., • HAILEY, ID 83333 OR FAX TO 788-2924 (ATTN: BECKY STOKES). TOTAL PARTICIPANTS LIMITED TO 15, BASED ON FIRST-COME, FIRST-SERVED RECEIVED PRIOR TO JULY 15, 2008.

HELP (Hailey Environmental Leadership Program)

# SHOWCASE LAWN

This Lawn is Showcasing Water Conservation by Limiting its Water Consumption in Exchange for an Exemption from Odd/Even Watering Restrictions



For more information please visit  
[www.haileycityhall.org/finance/ClimateCom](http://www.haileycityhall.org/finance/ClimateCom)

