

**CITY OF HAILEY
RESOLUTION NO. 2013-05**

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY
AUTHORIZING THE REPRESENTATION AGREEMENT WITH THE ROARK LAW
FIRM, FOR LEGAL REPRESENTATION FOR THE OLD CUTTERS APPEAL**

WHEREAS, the City of Hailey desires to enter into an agreement with The Roark Law Firm under which The Roark Law Firm will perform and be responsible for Legal Representation In The Old Cutters Bankruptcy Court Appeal for the City of Hailey.

WHEREAS, the City of Hailey and The Roark Law Firm have agreed to the terms and conditions of the Agreement for Professional Services, a copy of which is attached hereto.

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

Passed this 28th day of January, 2013.

City of Hailey

Fritz X. Haemmerle, Mayor

ATTEST:

Mary Cone, City Clerk

R. KEITH ROARK

RECEIVED
JAN 14 2013
BY MHC, FH, HD

January 14, 2013

Hon. Fritz Haemmerle
115 Main Street South, Suite H
Hailey, ID 83333

Representation Agreement

Dear May Haemmerle:

I have agreed to represent the City of Hailey, Idaho with respect to the appeal of an adverse ruling in United State Bankruptcy Court for the district of Idaho involving claims relevant to the Old Cutter's Ranch Annexation Agreement. I have outlined below the terms and conditions of our agreement. If you have any questions or concerns about anything in this agreement, please let me know. If the agreement is acceptable to you, please sign and date this agreement and return it to me. I have provided a copy for your files.

1. **SERVICES** My representation is limited to the appeal from the U.S. Bankruptcy Court unless otherwise agreed in writing. This representation may include, but is not limited to, appearances in judicial and administrative matters, providing advice and counsel on legal issues, legal research, review of files, investigation of facts, and interviews of witnesses, experts, and perhaps others who may have relevant personal knowledge about your case, drafting of briefs and oral argument presentation. Because of the uncertainties inherent in the legal process, I have not promised or guaranteed any particular result or outcome in this case. I have agreed to use my best efforts to obtain an acceptable outcome for you in this matter.

2. **FEES AND EXPENSES** You will be billed for my services at my local government rate of \$150.00 per hour which is a 33.33% discount from my normal billing rate of \$225.00 per hour. I will also bill the City expenses incurred in providing these services. Expenses include, but are not limited to, all travel expenses, lodging, long distance telephone and facsimile charges, photocopying and printing costs, taxis and auto rental, postage, filing fees, on-line legal research, word processing costs, and other expenses incurred on your behalf. Services of consultants, subcontractors, experts, or other personnel may be billed to you at rates disclosed to you in writing.

3. **REVISION OF RATES** I will give you notice of any proposed increase in the approved hourly rates for services rendered hereunder no later than thirty (30) days prior to the

effective date of that increase. No proposed increase will become effective if, prior to its effective date, you notify me of your objections to such an increase. In the event a timely notice of objection to any proposed increase is given, you and I shall attempt to reach agreement concerning future hourly rates. If agreement is reached, the rates agreed upon shall be applicable as of the date agreed upon. In the event that after a reasonable period we are unable to reach agreement, either you or I may advise the other in writing that this agreement is terminated.

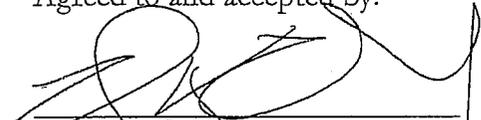
4. INVOICES I will provide periodic invoices to you for all fees and expenses incurred. The fee portion of the invoice shall include the amount, rate, basis for calculation, or other method of determination of my fees. The expense portion of the invoice shall state the nature and amount of the expenses incurred. The invoice is payable upon receipt

5. TERMINATION Either you or I may terminate this agreement by written notice. The termination will become effective upon receipt of written notice of termination; provided that in the event of termination, the amount due me for services rendered and expenses incurred prior to termination shall be immediately due and payable. I reserve the right to retain your file until all fees and costs due have been paid in full.

6. DISPUTE RESOLUTION In the event of any dispute between us we mutually agree to try in good faith to resolve the dispute through mediation, prior to initiation of arbitration or litigation, by selecting a third party to help us reach an agreement. We agree that such mediation shall be held in Hailey, Idaho. We agree that in the event any court proceeding is instituted jurisdiction and venue shall be in Blaine County, Idaho. This agreement shall be governed by the laws of the State of Idaho.

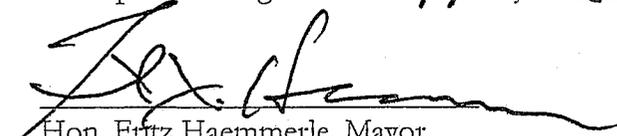
7. MODIFICATION This is our complete agreement and it may not be modified orally. For any modification to be enforceable, it must be in writing and signed by both you and me.

Agreed to and accepted by:



R. Keith Roark, Attorney

Accepted and Agreed to this 17 day of Jan. 2013.



Hon. Fritz Haemmerle, Mayor
City of Hailey, Idaho



AGENDA ITEM SUMMARY

DATE: 01-25-13 DEPARTMENT: Public Works DEPT. HEAD SIGNATURE: BB

SUBJECT:

Request for approval to hold a special event, the event being the Wood River Extreme Ski Joring Association 2013 Race, scheduled to be held at Old Cutters Subdivision, Saturday and Sunday, February 9th-10th, 2013 from 11:00 a.m. to 4 p.m. on both days.

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Recommendation to approve a special event, the event being the Wood River Extreme Ski Joring Association 2013 Race, to be held at Old Cutters Subdivision, Saturday and Sunday, February 9th-10th, 2013, and authorization for the Mayor to sign the special event decision agreement.

This approval is provided, contingent, upon applicant providing Certificate of Insurance. A separate catering permit will need to be obtained to sell alcohol, and approval by the Street Superintendent is required.

ADMINISTRATIVE COMMENTS/APPROVAL:

City Administrator _____ Dept. Head in Attendance at Meeting (circle one) Yes No

ACTION OF THE CITY COUNCIL:

Date _____

City Clerk _____

FOLLOW-UP:

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

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



EMAIL TO DEPT HEADS: 1-24-13
 HFD: _____ CERT INSURANCE: Y - will submit proof
 HPD: Y STR CLOSURE: Y - old cutters
 HBLDG: _____ BARRICADE MAP: Y
 HENG: _____ CATERING PERMIT: Y - will submit to clerk's office
 HPD SEC: _____ AMPL PERMIT: N
 SIGN PERMIT: N

RECEIVED
 JAN 16 2013
 BY: _____

SPECIAL EVENT PERMIT APPLICATION

EVENT NAME: WOOD RIVER EXTREME SKI JORING ASSOC. 2013 RACE

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

Public Property Private Property
Old Cutters

10581
 8107
 9108

III. EVENT SCHEDULE

Special Events are limited to four days, including set-up and tear-down days. No more than eight events per calendar year can be conducted by a single party or organization, unless a modification is granted by the City Council. Please submit your modification requests in writing and attach to your application.

Date(s) of Event	Hours	Estimated # of Attendees
<u>12/9</u>	Start Time: <u>11 am</u> End Time: <u>4 pm</u>	One Hour Interval: All Day: <u>400-500</u>
<u>12/10</u>	Start Time: <u>11 am</u> End Time: <u>4 pm</u>	One Hour Interval: All Day: <u>400-500</u>
Date of Set-Up: <u>12/5-12/8</u>	Start Time: _____ End Time: _____	
Date of Tear Down: <u>12/11-12/12</u>	Start Time: _____ End Time: _____	

IV. FEES

Special Event Permit Application Fee \$125
 Events that meet the following criteria may be exempted from Park Rental Fee by resolution of the City Council:
 Non-profit event that is held annually within the City of Hailey for at least ten consecutive years and consistently draw large numbers of participants and spectators. Tax Exempt #: _____
 Promoted locally and regionally within the state and the northwest.
 Per Day Park Rental Fee \$200
 Tax (on park rental fees only) 6% 7.50
 Security Services Deposit
TOTAL DUE 132.50

V. ORGANIZATION INFORMATION

Sponsoring Organization: WRESSA
 Applicant's Name: Tyler Peterson Title: President
 Address: Po Box 78 City: Bellevue State: ID Zip: 83313
 Telephone Day: 720-0329 Evening: _____ FAX: _____
 Applicant Driver's License #: _____ EMAIL: Dally up 7@aol.com
 Federal Tax #: 454990182 State Tax #: _____

VI. EVENT INFORMATION

New Event: Yes _____ No _____ Annual Event: Yes X No _____ Years Operating 9
 Event Category: Commercial Noncommercial
 Estimate of Gross Ticket Sales & Revenues (commercial event only): _____
 Description of Event: SKI JORING RACES, SKIERS BEING PULLED BEHIND A HORSE THROUGH A SERIES OF RINGS, GATES AND JUMPS
 Additional Details: _____
 Updated: 8/23/2012 (Attach any additional pages as needed)

(Part on)
 Received
 Jan 25, 2012

VII. INSURANCE REQUIREMENTS

It is the responsibility of your Special Event organizers to maintain a COMPREHENSIVE GENERAL LIABILITY insurance policy with coverage of not less than \$1,000,000.00 combined single limit per occurrence. Each policy shall be written as a primary policy, not contributing with or in excess of any coverage which the City may carry. *A certificate naming the City of Hailey, Blaine County, Idaho as additional insured shall be delivered to the City of Hailey with this application.* The adequacy of all insurance required by these provisions shall be subject to approval by the City Clerk. Failure to maintain any insurance coverage required by this agreement shall be cause for immediate termination of the application.

Insurance Company: National Horsemen's Assn Agent Name: Shannon Stinebaugh Phone: 1-800-871-2333

HOLD HARMLESS CLAUSE

Permittee (organization/applicant) shall indemnify and hold harmless the City of Hailey, its agents, its employees and authorized volunteers from and against all claims, damages, losses and expenses, including attorney's fees, arising out of the permitted activity or the conduct of Permittee's operation of the event if such claim (1) is attributable to personal injury, bodily injury, disease or death, or to injury to or destruction of property, including the loss of use there from, and (2) is not caused by any negligent act or omission of willful misconduct of the City of Hailey or its employees acting within the scope of their employment.

SPECIAL EVENT ACTIVITIES & CITY SERVICES REQUESTED

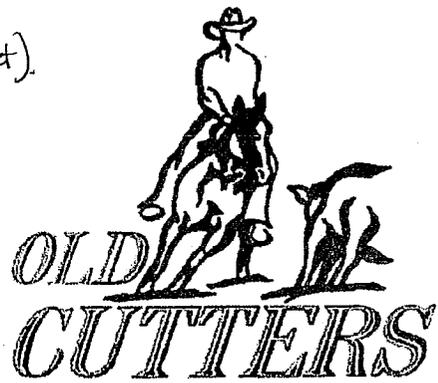
Your Event Organizer is responsible for providing a complete list of event activities including a list of suppliers providing services. An event logistics map is required, detailing the location for all road closures, event set up, canopies, stages, vendors, booths, and any other major services or activities planned.

Yes	No	Check all Planned Activities	Yes	No	Check all Planned Activities
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Street Closures & Access / Parade (if yes) • Street Closure for Special Event Application and detailed map listing areas of closure, parade route is required. <i>An ITD permit is required for Main Street.</i> • Your Event Coordinator is required to have the Notification Certification completed by all affected businesses, churches, schools and neighborhoods.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Alcohol Served (Free of Charge) (name of provider)
<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/>	<input type="checkbox"/>	Alcohol Sold Requires Alcohol Beverage Catering Permit (Hailey Code 5.13)
#	<input checked="" type="checkbox"/>	Canopies/Tents/Membranes/Temporary Structures (Number & Size(s) City of Hailey Fire Department, Fire Code Enforcement may require a permit for tents, canopies, membrane, or temporary structures over 200 sq. ft.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Food/Beverages will be served (List Caterers): <u>HH Group</u>
#	<input checked="" type="checkbox"/>	Security (detail who, number of officers, times. Attach plan)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Vendors items sold/ solicitation
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Medical Services (Circle) <u>First Aid</u> and/or EMS Services *Determination of EMS services is dependent on event size and type. Who is providing this service: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Traffic Control / Shuttle Buses (Number of buses / locations / hours of operation, attach plan.)	#	<input checked="" type="checkbox"/>	Booths: Profit/ Non-Profit
#2	<input type="checkbox"/>	Electricity / Generators (Size _____) Attach detailed electrical plan.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Activities / Entertainment (Agenda) Other equipment or entertainment →
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Lighting plan: attach plan	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Signs or Banners: sign permit may be required by the City Planning and Zoning Department → <u>Over the Road Banner has permit.</u>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Gray Water Barrel / Grease Barrel (circle /detail # and locations)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Stages (Number and Size(s) _____)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Sanitation -Trash bins, <u>Dumpsters</u> , Recycle / (circle /detail # and locations)	#	<u>1</u>	Barricades. How many identify locations and attach logistics map
#	<input type="checkbox"/>	Porta Toilets / Wash Stations (Quantity / ADA <u>2</u> Regular _____)	#		EVENT estimated attendance: <u>300</u> Number of staff working event: _____ Number of volunteers working event: <u>25</u>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Water Drinking / Washing (circle)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Amplified Sound Permit-the allowable sound decibel level - (90) dB maximum

I hereby certify that I have read and will abide by the laws, rules and regulations set forth by the City of Hailey, Blaine County, and the State of Idaho, and in signing this application, I hereby agree that I and the organization I represent, shall hold the City of Hailey and all of its agents or employees free and blameless from any claim, liability or damage which may arise from use of City facilities or equipment, whether or not the City of Hailey, its agents or employees are jointly negligent. I further agree to promptly reimburse the City of Hailey and all of its agents for any clean up loss or damage to City property resulting from this use, as well as permitting, staffing, equipment use/rental, property use/rental, clean up, inspections involving the use of public property, public employees or public equipment for the Special Event. In the event the deposit exceeds the actual charges, the City Clerk shall refund the balance to the applicant.

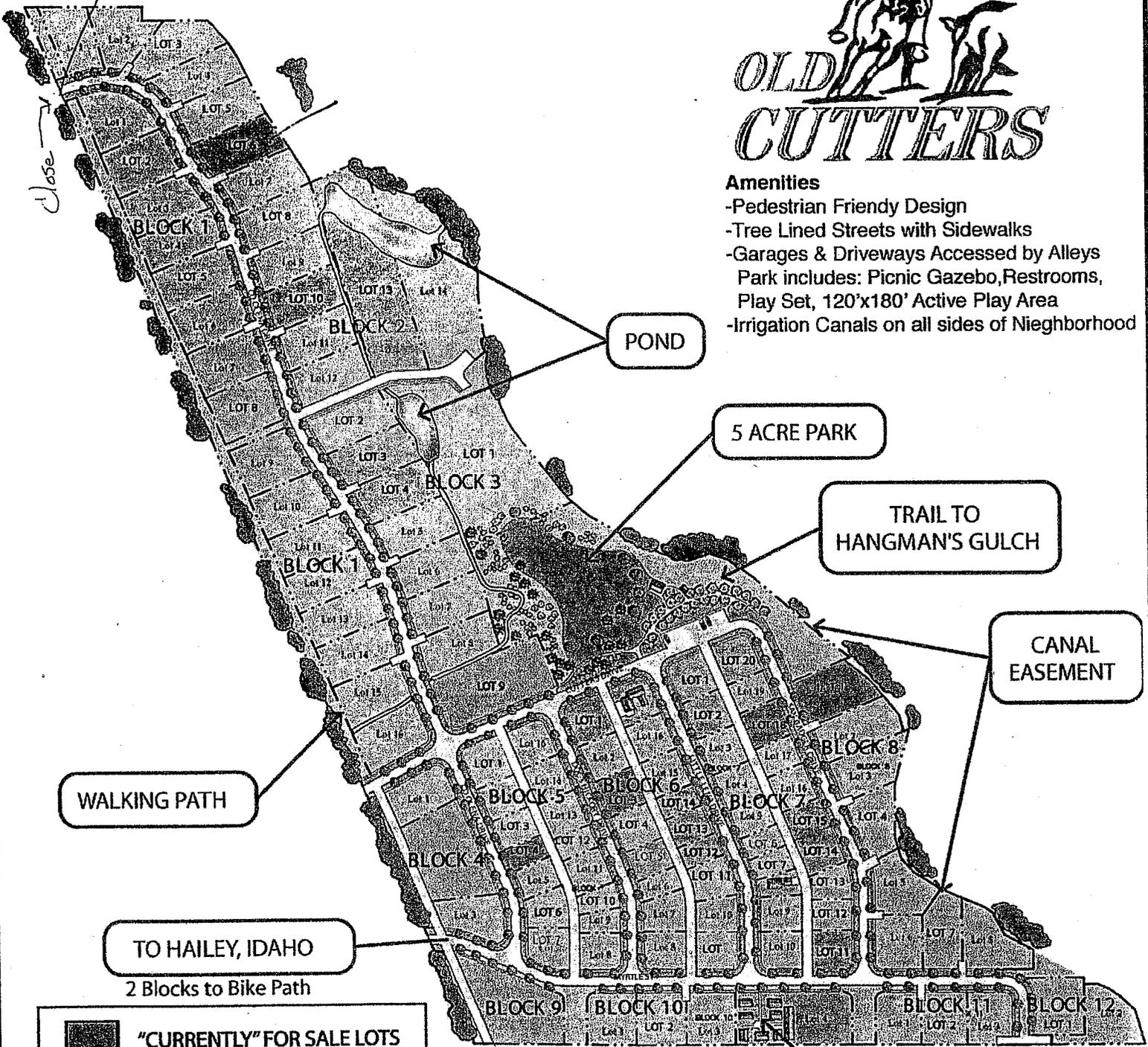
Event Organizer's Signature: William D. Bohler Date: 1-24-13

Barricades (no closure from south portion of street)



Amenities

- Pedestrian Friendly Design
- Tree Lined Streets with Sidewalks
- Garages & Driveways Accessed by Alleys
- Park includes: Picnic Gazebo, Restrooms, Play Set, 120'x180' Active Play Area
- Irrigation Canals on all sides of Neighborhood



WALKING PATH

POND

5 ACRE PARK

TRAIL TO HANGMAN'S GULCH

CANAL EASEMENT

TO HAILEY, IDAHO
2 Blocks to Bike Path

RIMROCK COTTAGES

	"CURRENTLY" FOR SALE LOTS
	AVAILABLE LOTS
	SOLD LOTS
	LEASE TO OWN LOTS
	COTTAGE LOTS

SPECIAL EVENT DECISION AGREEMENT

Based on the Application for a Special Event Permit for the Wood River Extreme Ski Joring Association 2013 Race, the City of Hailey, pursuant to Chapter 12.14 of the Hailey Municipal Code, approves the Application and grants the Special Event Permit, subject to the following conditions:

Standard Conditions

- a. The Applicant shall comply with the terms, plans, covenants and provisions of the Application, as approved or as modified by the City of Hailey.
- b. The Applicant shall comply with all applicable local, state and federal laws, regulations and ordinances before, during and after the Special Event(s).
- c. The Applicant shall execute an agreement, relating to the reimbursement of expenses, indemnification and other provisions immediately upon the approval of the application for the Special Events Permit.
- d. In the event the Applicant fails to comply with all the conditions set forth herein, the City may revoke the Special Events Permit, in whole or in part.
- e. A supporting application is on file and shall be complied with.

Additional Conditions

- a. The Applicant shall provide the City a Certificate of Insurance, showing appropriate coverage. (if insurance certificate has not been submitted)
- b. The Applicant is required to obtain a separate catering permit to sell alcohol at the event.

DATED this 28th day of January 2013.

CITY OF HAILEY

By: _____
Fritz Haemmerle, its Mayor

ATTEST:

Mary Cone, City Clerk

AGREEMENT

In consideration of the granting of a special event permit by the City of Hailey ("the City") for the Wood River Extreme Ski Joring Association 2013 Race, to be held on February 9th and

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

10th, 2013 from 11 a.m. to 4 p.m., plus specified set up and teardown time, (“the Event”), and pursuant to Section 12.14 of the Hailey Municipal Code, the undersigned, as the applicant (“Applicant”) of a Special Event Permit from the City for the Event, does hereby agree to reimburse the City for any costs incurred by the City in repairing damage or providing any services or materials resulting from the Event. The Applicant agrees that such costs may be deducted from a non-refundable security deposit or additional deposit as established by the City, and that if costs exceed any deposit made by the applicant, further reimbursement will be made to the City upon demand. The Applicant hereby agrees to indemnify, defend and hold harmless the City and its officers and employees, in their official and individual capacities, from any and all claims, demands, obligations, liabilities, lawsuits, judgments, attorneys’ fees, costs, expenses and damages of any nature caused by or arising out of, or connected with the Event. In the event either party hereto is required to retain counsel to enforce a provision of this Agreement, or to recover damages resulting from a breach hereof, the prevailing party shall be entitled to recover from the other party all reasonable attorney’s fees incurred herein or on appeal, or in bankruptcy proceedings. The Applicant agrees to comply with all the laws and ordinances of the City of Hailey, Idaho applicable to the subject matter thereof, and to conduct the Event in accordance with the terms and provisions of the application for a Special Event Permit, as approved or as modified by the City, and all conditions of the Special Event Permit. The Applicant agrees that the Special Event Permit is nontransferable and shall be conducted only for the dates and locations as approved by the City.

IN WITNESS WHEREOF, Applicant and the City have executed this Agreement on this 28th day of January 2013.

APPLICANT:

By: _____

(please sign and print name and title, if applicable)

CITY OF HAILEY:

By: _____
Fritz Haemmerle, its Mayor

ATTEST:

Mary Cone, its City Clerk

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