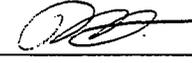


AGENDA ITEM SUMMARY

DATE: 03/23/2009 DEPARTMENT: Public Works

DEPT. HEAD SIGNATURE: 

SUBJECT:

1. The Crisis Hotline requests a waiver of fees for a Special Event Permit Application. The planned event is to be at The Inn at Ellsworth Estate on May 30, 2009, 5:30pm – 7:30pm. They would like both the permit application fee (\$125) waived.
2. Request approval for Crisis Hotline Spring Wine Tasting/Fundraiser Special Event.

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

Please see the Crisis Hotline letter of request and flyer for the event attached.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Special Event Heads approved with no further comments.

FOLLOW-UP REMARKS:

\*



February 26, 2009

Mayor Rick Davis and Hailey City Council  
Hailey City Hall  
115 South Main Street, Suite H  
Hailey, Idaho 83333

Dear Mayor Davis and Council Members, Brown, Burke,  
Hammerle and Keirn:

We are writing to request a waiver of fees for the Special Events Application from the City of Hailey for a Crisis Hotline Silent Auction/Wine Tasting benefit at the Inn at Ellsworth Estate, May 30<sup>th</sup> from 5:30 to 7:30 pm. Our resources are low this time of year and we are relying on the community we serve, fundraising events and donations to enable us to continue our work in the Wood River Valley.

Serious calls to the Crisis Hotline are on the rise in our community. Many people are struggling during the current economic crisis and the Crisis Hotline can provide a safety net of resources to those needing food, shelter, legal, medical or mental health services, or to give emotional support.

We know from the calls that we receive that we are performing a vital service. Crisis Hotline volunteers have been donating their time 24 hours a day, 7 days per week for the past 21 years to make themselves available for those in need within our community. We work closely with local law enforcement as well as many other community services to help our callers find the assistance they need to resolve the issues that they call our hotline to talk about.

We hope that you will consider our request for a waiver of event fees. If you have any questions, we will be more than happy to answer them at your convenience.

Sincerely,

Sher Foster  
Crisis Hotline Director

Tax I.D.# 82-0407349



RECEIVED

MAR 06 2009

SPECIAL EVENT PERMIT APPLICATION

I. EVENT NAME: Wine Tasting Silent Auction Fundraiser Event for the Crisis Hotline

II. 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

The Inn at Ellsworth Estate 702 - 3rd Ave So, Hailey, ID 83233

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.

Table with 3 columns: Date(s) of Event, Hours, Estimated # of Attendees. Includes rows for event dates (May 30, 2009), set-up (5/30/09), and tear down (5/30/09) with start and end times.

IV. FEES

Table listing fees: Special Event Permit Application Fee (\$125), Per Day Park Rental Fee (\$500), Security Deposit (\$500), Tax (6%), TOTAL DUE (\$125.00), and Additional Deposit Required.

V. ORGANIZATION INFORMATION The Crisis Hotline

Applicant's Name: Sha Foster Title: Director
Mailing Address: Box 939 Ketchikan ID Zip Code: 83340
Street Address: 419 No. River St. City: Hailey State: ID 83233
Day Telephone: 208-788-0735 Evening Telephone: 721-2929
FAX Number: 208-788-0735 E-Mail Address: crisis@quest.net

Applicant Driver's License #: FA 114250D  
Sponsoring Organization: Crisis Hotline  
Non-Profit:  Yes  No Tax Exempt #: 82-0407349  
Federal Tax #: \_\_\_\_\_ State Tax #: \_\_\_\_\_

**VI. EVENT INFORMATION**

New Event: Yes \_\_\_\_\_ No \_\_\_\_\_ Annual Event: Yes  No \_\_\_\_\_ Years Operating 1  
Event Category:  Commercial  Noncommercial  
Estimate of Gross Ticket Sales & Revenues (commercial event only): \_\_\_\_\_  
Description of Event: Spring Winetasting / Silent Auction Fundraiser  
Additional Details: \_\_\_\_\_

**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: Duray Ins Agency Agent Name: Jenifa Duray  
Address: PO Box 119, Hogueville WA 98550 Phone: 360-532-0905

**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 therefrom, 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.

(Attach any additional pages as needed)

# 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 setup, canopies, stages, vendors, booths and any other major services or activities planned

Yes	No	Check all Planned Activities	Yes	No	Check all Planned Activities
	✓	<b>Street Closures &amp; Access / Parade</b> Detailed map listing areas of closure, parade route is required. An ITD permit is required for Main Street.	✓		Alcohol Served (Free of Charge) (name of provider)
			✓		Alcohol Sold Requires Alcohol Beverage Catering Permit (Hailey Code 5.13)
	✓	Street Closures & Access /Parade require your Event Coordinator to notify all affected businesses, churches schools and neighborhoods	✓		Food/Beverages will be served (List Caterers):
#	✓	<b>Canopies/Tents/Membranes/Temporary Structures</b> (Number & Size(s)) City of Hailey Fire Department, Fire Code Enforcement	#	✓	Vendors items sold/ solicitation
	✓	<b>Medical Services</b> (Circle) First Aid and/or EMS Services  Who is providing services? _____	#		
#	✓	<b>Security</b> (detail who, number of officers, times. Attach plan)	#	✓	Booths: Profit / Non-Profit
		<b>Traffic Control / Shuttle Buses</b> (Number of buses / locations / hours of operation, attach plan.)		✓	Lighting plan: attach plan
#	✓	<b>Electricity / Generators</b> (Size _____) Attach detailed electrical plan.		✓	Activities / Entertainment (Agenda) Other equipment or entertainment
				✓	Signs or Banners: sign permit may be required by the City Planning and Zoning Department
	✓	<b>Water</b> Drinking / Washing (circle)		✓	Stages (Number and Size(s) _____)
	✓	<b>Gray Water Barrel / Grease Barrel</b> (circle /detail # and locations)	#	✓	Barricades. How many identify locations and attach logistics map
	✓	<b>Sanitation</b> -Trash bins, Dumpsters, Recycle (circle /detail # and locations)	#	100	EVENT estimated attendance
#	1	<b>Porta Toilets / Wash Stations</b> (Quantity ADA Regular _____)	#	1	Number of staff working event
			#	7	Number of volunteers working

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: *[Signature]* Date: 3/05/09

3/6/09 (57)  
~~May 7, 2008~~

Trina,

Re: Spring Wine Tasting @ The Inn at Ellsworth Estate - 702 - 3<sup>rd</sup>. South, Hailey, ID  
~~May 17, 2008~~ - 5:30-7:30 p.m. - Saturday. Benefiting The Crisis Hotline

May 30, 2009 (57)  
 In this FAX:

- A. Map of Hailey, ID with event location marked
- B. List of parking areas
- C. Volunteers will be available during event to direct, if necessary.
- D. Signage will be a small sandwich board. Same size as one currently on location.
- E. Contact numbers for day of event with names.
- F. Number of vehicles

B. Parking:

- 1. On street, 3 Ave. South, in front of The Inn At Ellsworth Estate
- 2. In lots: Hailey Elementary School 3<sup>rd</sup>. Ave So
- 3. On street 3<sup>rd</sup>. Ave. South by Roberta McKercher Park
- 4. In lots 3<sup>rd</sup>. Ave. South Senior Center
- 5. In lots 3<sup>rd</sup>. Ave. South Silver Creek Alternative School
- 6. On street 4<sup>th</sup>. Ave South. Behind Ellsworth & Armor

C. Volunteers: Two/Three persons, more if needed

D. As above. On site 5pm. - 8pm day of event

E. Contact: April MacLeod 7277863

F. Number of vehicles: At any one time, this is a guess, 30. We are hoping to have 100 people attend over the course of the 2-hour event. Biking and walking are being encouraged.

Trina, hope this is what is needed. Any changes, additions contact me. 788-2117

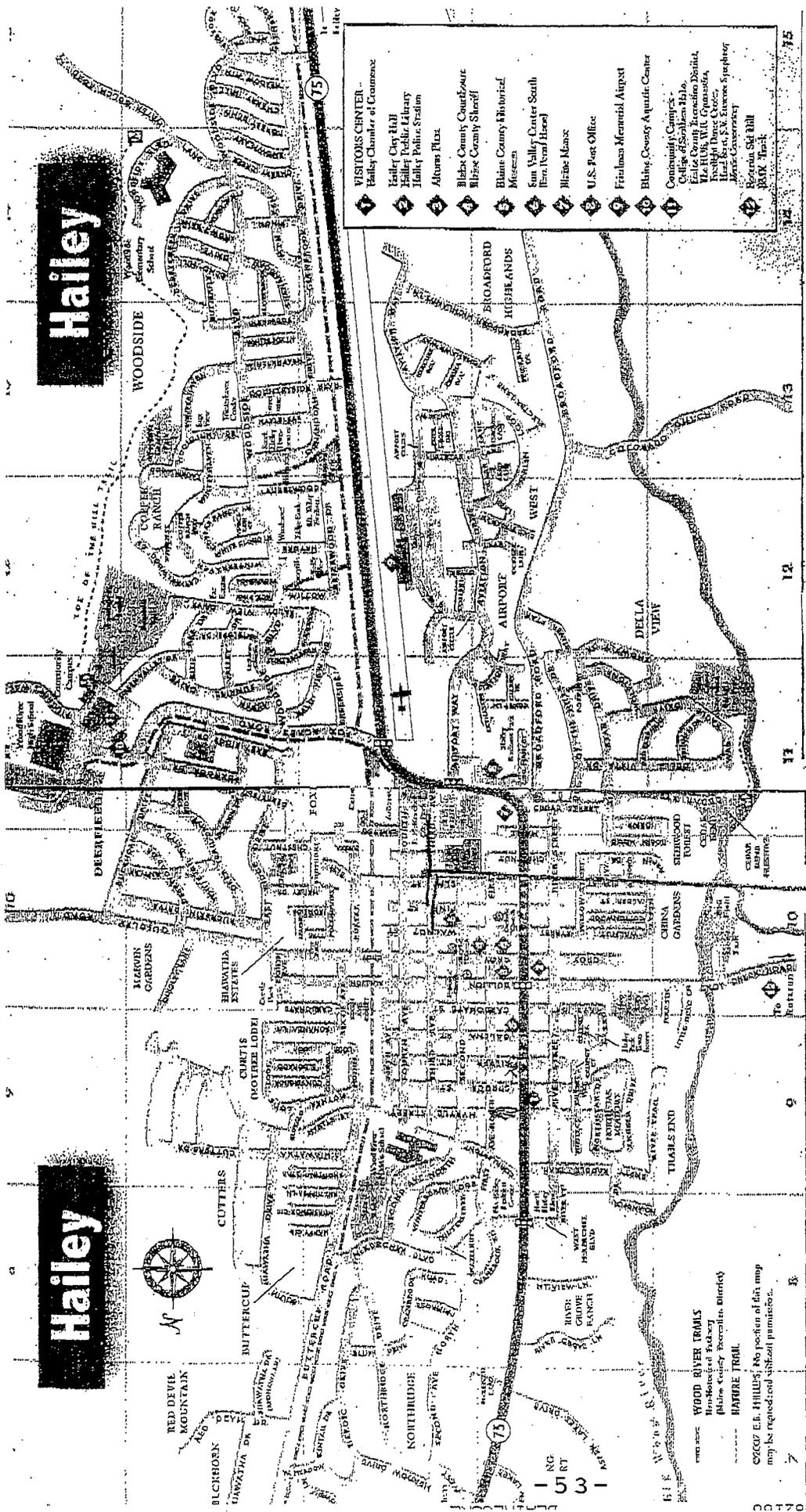
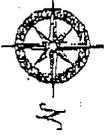
BIG OLD THANK YOU,

OT Sher 788-0735

April MacLeod  
 President - Crisis Hotline

# Hailey

# Hailey



- VISITOR CENTER**
- 1 Hailey Chamber of Commerce
  - 2 Hailey City Hall
  - 3 Hailey Public Library
  - 4 Hailey Police Station
  - 5 Alturas Plaza
  - 6 Blaine County Courthouse
  - 7 Blaine County Sheriff
  - 8 Blaine County Historical Museum
  - 9 Jean Valley-Center South (near Jean Road)
  - 10 Blaine Motel
  - 11 U.S. Post Office
  - 12 Fairlawn Memorial Airport
  - 13 Blaine County Aquatic Center
  - 14 Community Centers - College of Southern Idaho, The RUIK, W.L. Cronquist, Freshlight Dance Center, Grand Hotel, S.W. Everett Sportsplex, State Government
  - 15 Blaine Ski Hill
  - 16 RMX Track

*7000 3rd St  
 7000 4th St  
 7000 5th St*

**WOOD RIVER TRAILS**  
 Horseback Riding  
 Blaine County Sheriffs, Blurred

**HAYMERE TRAIL**

**COZCOO E.E. HILLS** No position of this camp may be required and without permission.







AGENDA ITEM SUMMARY

DATE: 03/23/2009 DEPARTMENT: Public Works DEPT. HEAD SIGNATURE: 

SUBJECT:

Request approval for The Advocates "Carbonate Hill Climb" Special Event at Hop Porter Park on 04/25/09.

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Department heads have approved and submitted recommendations. Recommendations/conditions from department heads are listed on the attached Decision documents.

FOLLOW-UP REMARKS:

\*



RECEIVED  
MAR 14 2009

# SPECIAL EVENT PERMIT APPLICATION

I. EVENT NAME: CARBONATE HILL CLIMB

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

- Public Property
- Private Property

HOP PORTER PARK PAVILION, WEST END OF PARK AND PEDESTRIAN RIGHT OF WAY ON BULLION STREET FROM THE PARK TO CARBONATE PARKING AREA AND BACK

### 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>4/25/09</u>	Start Time: <u>8<sup>00</sup> AM</u>	End Time: <u>4<sup>00</sup> PM</u>	One Hour Interval: All Day:
	Start Time:	End Time:	One Hour Interval: All Day:
Date of Set-Up			
	Start Time:	End Time:	
Date of Tear Down			
	Start Time:	End Time:	

### IV. FEES

Special Event Permit Application Fee	\$125	<input checked="" type="checkbox"/>	<u>125.00</u>
Per Day Park Rental Fee (Waived for non-profits)	\$500	<input type="checkbox"/>	_____
Security Deposit	\$500	<input type="checkbox"/>	<u>500.00</u>
Tax (on park rental fees only)	6%	<input type="checkbox"/>	_____
<b>TOTAL DUE</b>			<u>625.00</u>
Additional Deposit Required		<input type="checkbox"/>	_____

### V. ORGANIZATION INFORMATION

Applicant's Name: TRISH TOBIAS Title: COMMUNITY EDUCATION COORDINATOR

Mailing Address: P.O. BOX 3216, HAILEY, ID Zip Code: 83333

Street Address: 112 W. CROY STREET City: HAILEY State: ID

Day Telephone: 208-788-4191 Evening Telephone: \_\_\_\_\_

FAX Number: 208-788-4194 E-Mail Address: TRISH@THEADVOCATES-APLACETONELCORP

Applicant Driver's License #: 2D268342A

Sponsoring Organization: THE ADVOCATES

Non-Profit:  Yes  No Tax Exempt #: \_\_\_\_\_

Federal Tax #: 94-3162848 State Tax #: \_\_\_\_\_

**VI. EVENT INFORMATION**

New Event: Yes  No  Annual Event: Yes  No  Years Operating 1<sup>ST</sup> YEAR

Event Category:  Commercial  Noncommercial

Estimate of Gross Ticket Sales & Revenues (commercial event only): \$1300.<sup>00</sup>

Description of Event: CARBONATE HILL CLIMB AND BBQ AT HOP PORTER PARK

Additional Details: SEE ATTACHMENT

**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: WOOD RIVER INSURANCE INC. Agent Name: \_\_\_\_\_

Address: 410 N. MAIN STREET Phone: 208-788-1100  
HAILEY, ID 83333

**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.

(Attach any additional pages as needed)

# 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.

PEDESTRIAN  
RIGHT OF  
WAY ONLY

10x10

SEE MAP  
+  
APPENDIX

OUTLET  
OR  
EQUIPMENT

1 REG  
1 ADA

Yes	No	Check all Planned Activities	Yes	No	Check all Planned Activities
	X	Street Closures & Access / Parade Detailed map listing areas of closure, parade route is required. An ITD permit is required for Main Street.		X	Alcohol Served (Free of Charge) (name of provider)
				X	Alcohol Sold Requires Alcohol Beverage Catering Permit (Hailey Code 5.13)
X		Street Closures & Access/Parade require your Event Coordinator to notify all affected businesses, churches schools and neighborhoods	X		Food/Beverages will be served (List Caterers): <b>THE ADVOCATES</b>
#		Canopies/Tents/Membranes/Temporary Structures (Number & Size(s) City of Hailey Fire Department, Fire Code Enforcement	#		Vendors items sold/ solicitation
1-2		Medical Services (Circle) First Aid and/or EMS Services  Who is providing services? _____	#	X	
#	X	Security (detail who, number of officers, times. Attach plan)	#		Booths: Profit / <u>Non-Profit</u>
		Traffic Control / Shuttle Buses (Number of buses / locations / hours of operation, attach plan.)		X	Lighting plan: attach plan
#		<u>Electricity</u> / Generators (Size _____) Attach detailed electrical plan.	X		Activities / Entertainment (Agenda) <b>11AM - 2PM</b> Other equipment or entertainment <b>YO MAMA PRODUCTIONS</b>
		<b>ONLY 8x11 FLYERS ON TENT DAY OF EVENT ONLY</b>			Signs or Banners: sign permit may be required by the City Planning and Zoning Department + <b>PARKING</b>
X		Water <u>Drinking</u> / Washing (circle)		X	Stages (Number and Size(s) _____)
	X	Gray Water Barrel / Grease Barrel (circle /detail # and locations)	#	X	Barricades. How many identify locations and attach logistics map
X		Sanitation -Trash bins, Dumpsters, Recycle (circle /detail # and locations)	#		EVENT estimated attendance
			100		
#		Porta Toilets / Wash Stations (Quantity <u>ADA</u> <u>Regular</u> )	#		Number of staff working event
2			5-8		
			#		Number of volunteers working
			10-15		

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: TRISH TOLMAN Date: 3/9/09

**The Advocates for Survivors of Domestic Violence and Sexual Assault  
Carbonate Hill Climb  
Special Event Application Attachments**

**GOAL/REASON FOR EVENT:** The Carbonate Hill Climb is being held in conjunction with National Sexual Assault Awareness Month. The event is meant to be a family, community-wide gathering to raise awareness and funds for The Advocates.

**A map with detailed directions is attached.** To elaborate: The Walk/Run will begin and end at Hop Porter Park. We will be utilizing the pavilion and west end of the park in addition to the pedestrian right of way on Bullion Street from Hop Porter Park to Carbonate Mountain parking area and back.

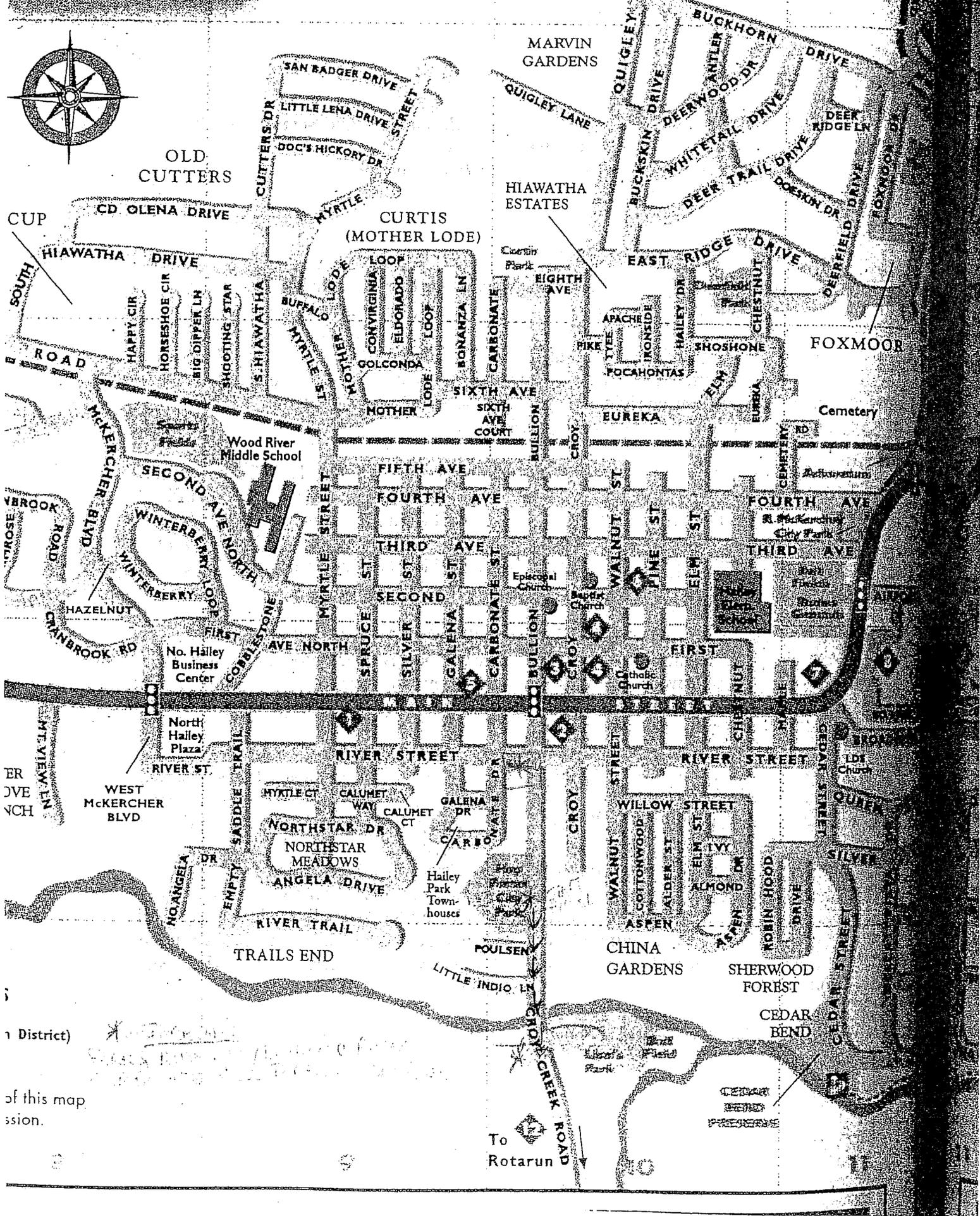
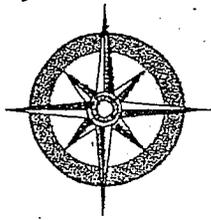
**Traffic Control:** See map. Since this is the first annual Carbonate Hill Climb, our attendance may be somewhat low. We anticipate 75-100 people. We will have staff, board members and other volunteers placed at key areas along the route to direct the participants and control traffic if needed. We will utilize the parking area in front of the park, Carbonate Hill parking area and the Park & Ride lot at Bullion and River Streets. See attached map.

**Water/Food/Other:** The event will occur on Saturday, April 25<sup>th</sup>. Registration is at 10:00 and the hill climb begins at 11:00. There will be a BBQ at 12:00 noon which is open to anyone who would like to attend even if they do not participate in the Walk/Run. We will be charging a fee of \$20.00 adult \$10.00 student for the Walk/Run and \$ 5.00 for the BBQ.

Water bottles and race bibs will be distributed at registration. The Walk/Run is expected to last about 1 ½ hours with the BBQ to immediately follow. We will have a D.J. from Yo Mama Productions who will provide music during the BBQ and Steve England from HPD will be our guest speaker. We will be serving hamburgers, veggie burgers, hot dogs and a side dish. Water and lemon aid will also be available. We will have two porta-toilets stationed near registration. We will also have one 10x10 canopy with our name and logo on it which will be used as an information center. We will provide garbage and recycling containers and staff/volunteers will be responsible for all clean up. We will be setting up for the event between 8:00 – 10:00. Tear down and clean up will be between 2:00 – 4:00.

Hopefully this attachment will answer any questions about the application. I can provide more information if needed.

Thank you for your consideration.



OLD CUTTERS

MARVIN GARDENS

HIAWATHA ESTATES

CURTIS (MOTHER LODE)

FOXMOOR

Wood River Middle School

Cemetery

No. Halley Business Center

North Halley Plaza

NORTHSTAR MEADOWS

Halley Park Townhouses

CHINA GARDENS

SHERWOOD FOREST

CEDAR BEND

1 District)

of this map ssion.

To Rotarun

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/11/2009

PRODUCER (208) 788-1100  
Wood River Insurance, Inc.  
410 North Main Street  
Hailey, ID 83333

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED Advocates For Survivors of Domestic Violence  
PO Box 3216  
Hailey, ID 83333

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Philadelphia Insurance Co	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

## COVERAGES

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

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	PHPK321782	8/1/2008	8/1/2009	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
		<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
		<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
		OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
 As respects Carbonate Hill Climb on 4/25/09.  
 Certificate holder is Additional Insured.

## CERTIFICATE HOLDER

City of Hailey & Blaine County  
PO Box 945  
Hailey, ID 83333

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

*Hailey Blomquist*

**IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

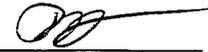
If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

AGENDA ITEM SUMMARY

DATE: 03/23/2009 DEPARTMENT: Public Works

DEPT. HEAD SIGNATURE: 

SUBJECT:

Request approval for The Sun Valley Center for the Arts Concert Special Event at Hop Porter Park on ~~07/18/09.~~ June 27, 2009

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Department heads have approved and submitted recommendations. Recommendations/conditions from department heads are listed on the attached Decision documents.

FOLLOW-UP REMARKS:

\*

Please note the original application has a request date of 06/27/09; there is an addendum attached requesting that this event be held on 07/18/09, instead.

2/16/2009

City Council  
City of Hailey  
115 S. Main St.  
Hailey, ID. 83333

Dear Council,

The Sun Valley Center for the Arts has for many years produced concerts at Hop Porter Park that have been well received and enthusiastically enjoyed by the community. We are intending to do a concert this year on July 18<sup>th</sup>, instead of the previously proposed date during the month of June.

We are aware of the City of Hailey ordinance requiring that only one concert per month in any city park. *Ordinance: 12.12.030 D. No more than one major event per month per park shall be allowed unless the City Council makes a determination that the limitation set forth in this subsection should be waived for a given event.*

We would hate to have to deny the community the concerts they have come to expect and are asking for the Council's support for this request.

We are currently in the process of confirming everything with the artist, including the dates and time. The act we have in mind is very much in the tradition of great dance music and fun for which our Hop Porter concerts are known. We anticipate an audience of approximately 1500 attendees, in line with attendance at past Hop Porter Concert.

The Sun Valley Center for the Arts would greatly appreciate the City of Hailey help on this matter on July 18th at Hop Porter Park. We understand your approval would depend on successful completion of a special event application, which has been submitted. We are simply asking to move our reservation from June to July. Thank You.

Sincerely



Matt Connor  
Event Manager and Gallery Preparator  
Sun Valley Center for the Arts



RECEIVED

JAN 09 2009

SPECIAL EVENT PERMIT APPLICATION

I. EVENT NAME: Sun Valley Center for the Arts Concert

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

Public Property       Private Property

Hop Porter Park

#217

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>June 27<sup>th</sup></u>	Start Time: <u>7:00</u> End Time: <u>9:30 pm</u>	One Hour Interval: <u>1500</u> All Day: <u>1500</u>
	Start Time:      End Time:	One Hour Interval: All Day:
Date of Set-Up	<u>June 26<sup>th</sup> 8 am - 10 pm</u>	
	Start Time:      End Time:	
Date of Tear Down	<u>June 27<sup>th</sup></u>	
	Start Time: <u>9:45 pm</u> End Time: <u>2 pm</u>	

IV. FEES

Special Event Permit Application Fee      \$125            \$125

Per Day Park Rental Fee      \$500            \_\_\_\_\_

(Waived for non-profits)

Security Deposit      \$500            last year & on acct.

Tax (on park rental fees only)      6%            \_\_\_\_\_

**TOTAL DUE**      \$125

Additional Deposit Required            \_\_\_\_\_

V. ORGANIZATION INFORMATION

Applicant's Name: Matt Connor      Title: Event Manager of Production

Mailing Address: 1915<sup>th</sup> St. East Ketchum, ID      Zip Code: 83340

Street Address: 1915<sup>th</sup> St. East      City: Ketch      State: ID

Day Telephone: 2087207104      Evening Telephone: \_\_\_\_\_

FAX Number: 2087262344      E-Mail Address: mconnor@sunvalleycenter.org

org.  
3

Applicant Driver's License #: FA 126841I  
Sponsoring Organization: SVEA  
Non-Profit:  Yes  No Tax Exempt #: Yes  
Federal Tax #: 23-7113276 State Tax #: —

**VI. EVENT INFORMATION**

New Event: Yes  No  Annual Event: Yes  No  Years Operating —  
Event Category:  Commercial  Noncommercial  
Estimate of Gross Ticket Sales & Revenues (commercial event only): —  
Description of Event: Concert @ Hippodrome, we've done it in the past. please call if you have questions.  
Additional Details: need Tex Mann to move Rocks a day prior.  
Thank you.

**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: Premier Insurance Agent Name: Cally Rutherford  
Address: 2600 Bee Hill 101 Boise, ID Phone: 83705 259-2564 or 208 433 1000

**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.

(Attach any additional pages as needed)

# 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
X		Street Closures & Access / Parade Detailed map listing areas of closure, parade route is required. An ITD permit is required for Main Street.		X	Alcohol Served (Free of Charge) (name of provider)
				X	Alcohol Sold Requires Alcohol Beverage Catering Permit (Hailey Code 5.13)
	X	Street Closures & Access /Parade require your Event Coordinator to notify all affected businesses, churches schools and neighborhoods		X	Food/Beverages will be served (List Caterers):
# / X		Canopies/Tents/Membranes/Temporary Structures (Number & Size(s) City of Hailey Fire Department, Fire Code Enforcement	# #	X	Vendors items sold/ solicitation
X		Medical Services (Circle) <u>First Aid</u> and/or <u>EMS Services</u> Who is providing services? <u>4FD, Dave?</u> <u>7267805</u>			
# X		Security (detail who, number of officers, times. Attach plan) <u>Shane Gilbert</u> <u>Intermountain Sec.</u>	#	X	Booths: Profit / Non-Profit
		Traffic Control / Shuttle Buses (Number of buses / locations / hours of operation, attach plan.)	X		Lighting plan: attach plan <u>on stage</u>
#	X	Electricity / Generators (Size _____) Attach detailed electrical plan.		X	Activities / Entertainment (Agenda) Other equipment or entertainment
					Signs or Banners: sign permit may be required by the City Planning and Zoning Department
X		Water Drinking / Washing (circle) <u>only backstage</u>	X		Stages (Number and Size(s) <u>40x60</u> )
	X	Gray Water Barrel / Grease Barrel (circle /detail # and locations)	# X		Barricades. How many <u>2</u> identify locations and attach logistics map
X		Sanitation -Trash bins, Dumpsters, Recycle (circle /detail # and locations) <u>Clear Creek</u>	#		EVENT estimated attendance <u>1500</u>
# 15		Porta Toilets / Wash Stations (Quantitv <u>ADA</u> Regular _____) <u>2</u> <u>13</u>	# X/10		Number of staff working event <u>10</u>
			# X/10		Number of volunteers working <u>10</u>

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: \_\_\_\_\_

Date: 10/20/09

City of Hailey- Addendum to Special Event Permit Application  
Hop Porter Concert presented by Sun Valley Center for the Arts  
Thursday, June 27<sup>th</sup>, 2009, 7:00 to 9:30 PM

Traffic Control:

Traffic Barriers: Two sawhorses with signs saying "Local Traffic Only" will be put up at 5:00 PM day of show June 27<sup>th</sup> at the corner of Bullion and River St. on the west side of the intersection. Staff and volunteers will be posted there to inform people that there is no parking on the block for the concert at Hop Porter Park and letting through people who live in these blocks or are traveling through to Croy Canyon. At 7:00 PM until the end of the concert we will also post a security guard there. We will be expecting people to use the "Park and Ride" lot there at the corner of Bullion and River and to use some street parking on River and Main. We will also expect many people to walk and bike to the site. We will have four designated handicapped parking spots at the park and will be letting people with handicapped access into the area to park up to that capacity or to drop off handicapped passengers. At Hop Porter Park we will be allowing parking for show staff and performers only. We will be closing the side access road that runs along Hop Porter Park for the concert.

Security Plans: Security to be provided by Intermountain Security: 720.2645. We will have five uniformed security guards on site from 5:00 to 10:00 PM the day of the show.

Medical/ EMT: We will have an onsite EMT.

Sanitation: We will have 15 Blue Rooms, two of which will be handicapped access. There will be dumpster and trash cans for trash as well as recycling handled by Environmental Resource Center.

On site Contacts:

Matt Connor, Event Coordinator: 720.7104



## **EMERGENCY PLAN for Hop Porter Part 2009**

### **INFORMING THE PUBLIC and/or PRESS:**

In the event of a disaster or crisis during an event, no one other than the person authorized to do so should speak with the public and/or press about the incident. (This is to ensure that only the correct information gets out.)

This is the person to contact: Matt Connor, Events Manager, Sun Valley Center for the Arts

How to contact: Cell# 208-720-7104

**Remember:** It is important that no one speak to the media about any events in our institution unless we have been authorized to do so. If asked questions, direct inquiries to the authorized person.

### **MEDICAL EMERGENCIES**

*Specifics:* This is the policy we follow in our institution: Any emergencies need to be reported to the Events Manager or on duty EMT. The EMT's number will be distributed to all staff working the event.

Our First Aid Kit is located: Road box behind the stage. (note: EMT will also have a First Aid Kit with Epi-pens, etc.)

Telephone numbers: **EMT, Dave 208-726-7805**

**Fire: 911**

**Security: Shane Gilbert, 208-720-2645**

*General rules to remember in a medical emergency:*

1. **Unless it is a life-threatening situation, do not attempt to render any first aid yourself before trained staff or paramedics arrive.**
2. Do not attempt to move a person who has fallen and who appears to be in pain.
3. Avoid unnecessary conversation with, or about, the ill or injured person. Some people may react adversely to what you say. Limit your communication to quiet reassurances. Keep bystanders as far away from the injured person as possible.
4. Do not discuss the possible causes of an accident or any condition that may have contributed to the cause. Do not apologize or accept any responsibility for the accident or condition.

# ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID C5  
SVCCEN-1

09/30/08

**PRODUCER**  
Premier Insurance  
P.O. Box 6  
Twin Falls ID 83303  
Phone: 208-734-1711 Fax: 208-734-9846

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**INSURED**  
Sun Valley Center for the Arts  
& Humanities  
P.O. Box 656  
Sun Valley ID 83353

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: American States	
INSURER B: Ace USA Insurance Company	
INSURER C: Idaho State Insurance Fund	
INSURER D:	
INSURER E:	

### COVERAGES

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

INSR ADD LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY	01CE91852770	10/01/08	10/01/09	EACH OCCURRENCE	
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 10,000
		<input checked="" type="checkbox"/> Liquor Liability				PERSONAL & ADV INJURY	\$ 1,000,000
		GENL AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	\$ 2,000,000
		<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				PRODUCTS - COM/PROP AGG	\$ 2,000,000
A		AUTOMOBILE LIABILITY	01CE91852770	10/01/08	10/01/09	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
		<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
		<input checked="" type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
		<input checked="" type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
		<input checked="" type="checkbox"/> HIRED AUTOS					
		<input checked="" type="checkbox"/> NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
		<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC	\$
						AUTO ONLY: AGG	\$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	\$
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$
		<input type="checkbox"/> DEDUCTIBLE					\$
		<input type="checkbox"/> RETENTION \$					\$
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	580813	01/01/08	01/01/09	WC STATUTORY LIMITS	<input checked="" type="checkbox"/> OTHER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$ 500000
		If yes, describe Under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$ 500000
						E.L. DISEASE - POLICY LIMIT	\$ 500000
A		Property Section	01CE91852770	10/01/08	10/01/09		
		Equipment Floate	IMC120150154	10/01/08	10/01/09		

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS**  
Certificate holder is Additional Insured in regards to how their interest may appear.

**CERTIFICATE HOLDER**  
City of Hailey  
City Hall  
Fax# 208-788-2924  
P.O. Box 945  
Hailey ID 83333

**CANCELLATION**  
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AUTHORIZED REPRESENTATIVE  
*M. Sellers*

RECEIVED  
MAR 12 2009

3/10/2009

City Council  
City of Hailey  
115 S. Main St.  
Hailey, ID. 83333

500. dep.  
on file with  
customer  
617

Dear Council,

In reference to the concert at Hop Porter Park on July 18<sup>th</sup>, 2009.

The concert will include dancing and picnicking, with lots of room for the kids to run around and play. Salsa Celtica is the name of the group, they provide salsa music that is enjoyable to all ages. THIS IS NOT A ROCK CONCERT.

I am submitting the information regarding layout, security measures, and logistics.

Fencing: Surrounds the entire field, leaving one opening for entrance and exit.

Road Closed: At River Street and Bullion, there will be a Road Closed except for thru traffic and homeowners. Security will direct traffic from 6pm – End of Concert. (10 pm)

Security: 5 total – Backstage, Bullion and River intersection, Entrance, Floating the Field, and Manning the Fence. There will also be an EMT on duty.

Parking: Parking backstage for Tour Bus, Staff, and Security.

Alcohol: None being served.

Vendors: No vendors

Security will be provided by Northern Intermountain Security

Please feel Free to contact me if you have any more questions. Thank you for your time and patience.

Sincerely



Matt Connor  
Event Manager and Gallery Preparator  
Sun Valley Center for the Arts

City of Hailey- Addendum to Special Event Permit Application  
Hop Porter Concert presented by Sun Valley Center for the Arts  
July 18th, 2009, 7:00 to 9:30 PM

Traffic Control:

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Sanitation: We will have 15 Blue Rooms, two of which will be handicapped access. There will be dumpster and trash cans for trash as well as recycling handled by Environmental Resource Center.

On site Contacts:

Matt Connor, Event Coordinator: 720.7104



hop porter park hailey idaho

Get Google Maps on your phone

Text the word "GMAPS" to 466453



**A. Hop Porter Park**

209 W. Bullion St, Hailey, ID - (208) 726-9491

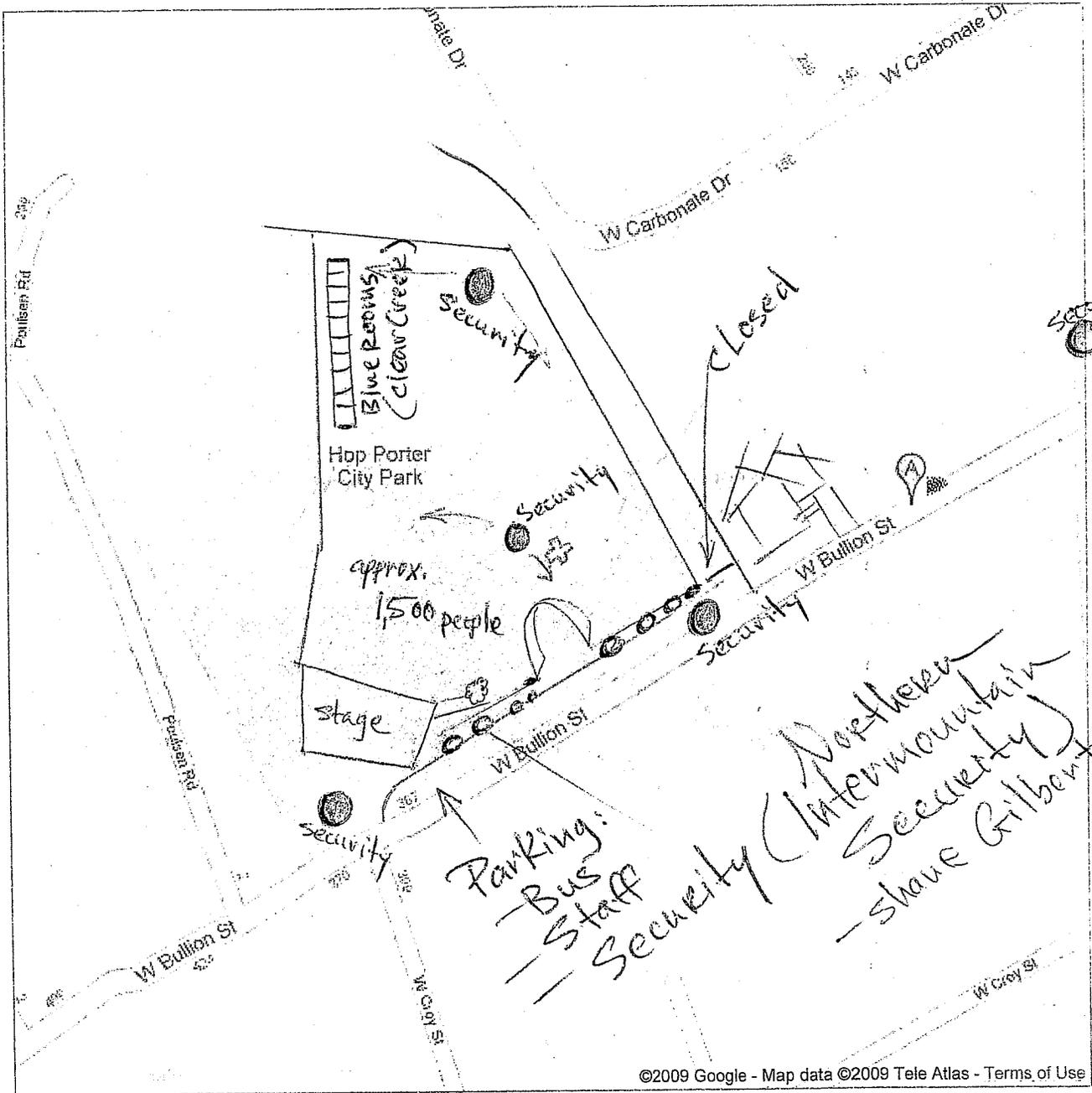
Please feel free to  
 call me if you have  
 questions:  
 matt connor 720-7104



hop porter park hailey idaho

Get Google Maps on your phone

Text the word "GMAPS" to 466453

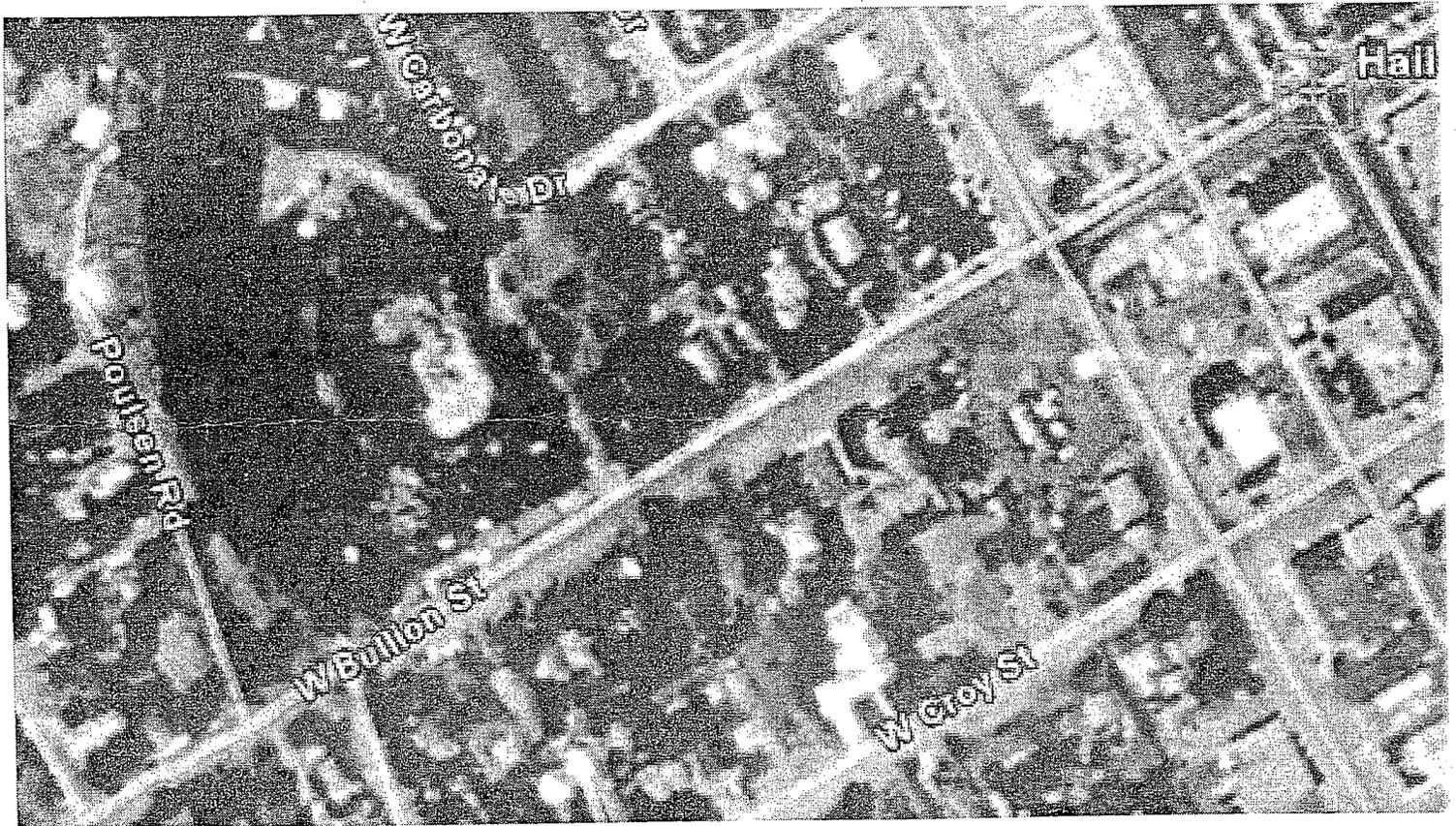


©2009 Google - Map data ©2009 Tele Atlas - Terms of Use

**A. Hop Porter Park**

209 W. Bullion St, Hailey, ID - (208) 726-9491

● - Security  
 ⚡ - emt will also be on site - paid (Hailey Fire Dept)





## FINDINGS OF FACT, CONCLUSIONS OF LAW AND DECISION

On March 9, 2009, the Hailey City Council considered the application by Old Cutters Inc. for Final Plat approval of Rimrock Cottages, Phase I. The Council, having been presented with all information and testimony in favor and in opposition to the proposal, hereby makes the following Findings of Fact, Conclusions of Law and Decision.

### FINDINGS OF FACT

#### Notice

Notice for the public hearing was published in the Idaho Mountain Express and mailed to property owners within 300 feet on December 24, 2008. The application was continued on the record on January 12, 2009, February 9, 2009, and February 23, 2009.

#### Application

Old Cutters, Inc., represented by Alpine Enterprises, Inc., has submitted an application for final Plat approval for the subdivision of Rimrock Cottages, Phase 1, into 7 townhouse sub-lots. The total land area of Lot 4, Block 10, is 40, 512 square feet. The cottages are shown on a portion of Lot 4, which is 21,780 square feet, to be known as Phase 1.

Section 3.4.1 of the Subdivision Ordinance allows for applications for platting townhouse units in existing or approved structures to be reviewed through the short plat procedure. In this procedure, the Hearing Examiner or Commission reviews the preliminary plat only. Upon approval, the applicant submits a final plat for Council approval.

#### Procedural History

The preliminary plat application was heard by the Hailey Hearing Examiner on November 7, 2008, and November 14, 2008 and approved with conditions.

#### Hailey Hearing Examiner Conditions of Preliminary Plat Approval

- a) **The applicant shall submit a phasing plan, prior to final plat application, including, but not limited to the following items:**
- **Number of sub-lots on each phase**
  - **Deadline for completion of each phase**
  - **Amenities to be constructed with each phase**
  - **Infrastructure planned for completion with each phase**

This condition has been met.

- b) **A phasing agreement shall be submitted prior to final plat application and shall incorporate the elements of the phasing plan. The phasing plan shall be reviewed and approved by the City Council prior to final plat approval.**

A portion of this condition has been met. The City Council should concurrently review the Phasing Agreement and approve, amend, or deny. The approval of this application

is contingent on the approval of the Phasing Agreement.

c) **The final plat shall eliminate plat notes 2 and 6, include plat notes 1, and 3-5 as stated on the approved preliminary plat, received on November 12, 2008, as follows:**

- 1) **Basis of Bearing is Idaho State Plane Coordinate System, NAD83(1992), Central Zone, at Grid, in US Survey Feet. Vertical Datum is NAV83.**
- 3) **Utility locations are based on field data and construction plane. Locations should be verified before any excavation.**
- 4) **The Current Zoning is GR.**
- 5) **All Owners shall have mutual reciprocal easements for existing water cable TV, sewage, telephone and electrical lines over, under and across their sub-lots for the repair, maintenance and replacement thereof subject to any restoration of the easement premises for any damage resulting from such repair or replacement.**

**And add three (3) additional plat notes to the final plat:**

- **The final plat shall include a note stating that the subdivision is subject to the recorded Party Wall Agreement and CC&R's, along with the instrument numbers thereof.**
- **The final plat shall include a note stating, sub-lots 3, 4, and 5 shall not install fences closer than five (5) feet from the south property line of Lot 4 and the five (5) foot fire access lane shall be maintained in a manner that ensures no pathway obstructions exist.**
- **The final plat shall include a note stating that the subdivision is subject to the Old Cutters Annexation Agreement recorded as Instrument No. 534733 and the Community Housing Agreement recorded as Instrument No. 559842, and the original Old Cutters Subdivision plat recorded as Instrument No. 553651, records of Blaine County, Idaho.**

This condition has been met.

d) **All Fire Department and Building Department requirements shall be met. The following is a recommended condition of approval and is required for compliance with the IBC:**

- **The sub-lot line between sub-lot 1 and 2 shall be moved one (1) foot north.**
- **The south eave of cottage 1 shall be fire rated to one (1) hour construction.**
- **The western portion of the north sub-lot line of sub-lot 4 shall be moved at least one (1) foot north.**
- **The sub-lot line between sub-lot 6 and 7 shall be moved one (1) foot south.**
- **The north eave of cottage 6 shall be fire rated to one (1) hour construction.**

The sub-lot lines have been moved accordingly; however, the condition regarding the requirement for the cottage eaves to be built to one (1) hour fire-rated construction,

shall be carried over.

- e) **All City infrastructure requirements shall be met as outlined in Section 5 of the Hailey Subdivision Ordinance. Detailed plans for all infrastructure to be installed or improved at or adjacent to the site shall be submitted for Department Head approval and shall meet City Standards where required.**

This condition has been met.

- f) **Issuance of permits for the construction of buildings within the proposed subdivision shall be subject to Section 2.9 of the Subdivision Ordinance, requiring certain improvements.**

This condition should be carried over.

- g) **All improvements and other requirements shall be completed and accepted, or surety provided pursuant to Sections 3.3.7 and 5.9.1 of the Subdivision Ordinance, prior to recordation of the final plat.**

This condition should be carried over.

- h) **The final plat must be submitted within one (1) calendar year from the date of approval of the preliminary plat, unless otherwise allowed for within a phasing agreement.**

This condition has been met.

- i) **Any subdivision inspection fees due shall be paid prior to recording the final plat.**

This condition should be carried over.

### Standards of Evaluation

For each of the following pertinent standards of the Subdivision Ordinance (shown in bold print), the Council makes the following Findings of Fact:

### Standards of Evaluation

#### **4.3.5 Bulk Requirements. For other supplementary location and bulk regulations, see Article VII.**

- a. **Minimum Lot size - six thousand (6,000) square feet except as follows:**
- 1. Townhouse sub-lots shall have an aggregate density of no more than ten lots per acre.**

Lot 4, Block 10 is a 40,512 square foot lot (0.93 acres) will, in accordance with this standard, accommodate nine (9) units. The Old Cutters Subdivision Preliminary and Final Plat Findings of Fact, signed by the Council on February 26, 2007 and August 13, 2007, allowed nine (9) units, platted by sub-lots, on Lot 4, Block 10, Old Cutters Subdivision. The Old Cutters Subdivision Findings state

that there are to be seven (7) single townhouse or "cottage" units and one (1) duplex (two (2) units) on Lot 4. The two-unit duplex will be platted during Phase two (2), on the remainder of Lot 4.

The City Council shall review and approve the Phasing Agreement prior to or concurrently approving the final plat application.

**b. Maximum Multi-Family Residential Density - One (1) dwelling unit for each one-tenth (1/10) of an acre.**

Lot 4, Block 10 is a 40,512 square foot lot (0.93 acres) will, in accordance with this standard, accommodate nine (9) units. The Old Cutters Subdivision Preliminary and Final Plat Findings of Fact, signed by the Council on February 26, 2007 and August 13, 2007, allowed nine (9) units, platted by sub-lots, on Lot 4, Block 10, Old Cutters Subdivision. The Old Cutters Subdivision Findings state that there are to be seven (7) single townhouse or "cottage" units and one (1) duplex (two (2) units) on Lot 4. The two-unit duplex will be platted during Phase two (2), on the remainder of Lot 4.

**c. Minimum Lot Width - fifty (50) feet except as follows:**

**1. Townhouse sub-lots shall conform to the standards established in the IFC.**

Sub-lot widths are exempt from the 50 foot minimum standard; however, they shall conform to IFC standards. The Fire Department has reviewed this application and has no issue with the lot widths shown on the plat. The width of Lot 4 (Phase 1 and 2), is approximately 302 feet.

**d. Maximum Building Height - thirty five (35) feet.**

The applicant is hereby notified of this standard.

**e. Minimum Front Yard Setback - twenty (20) feet.**

The front yard setback measures twenty (20) feet from the northern (front) wall plane of sub-lots 1 and 7 to Myrtle Street. The eaves of the cottages residing on these two sub-lots extend into the twenty (20) foot front yard setback by two (2) feet. Eaves may extend into required setbacks by three (3) feet.

**f. Minimum Side and Rear Yard Setback - ten (10) feet except as follows:**

**1. Townhouse Units shall be allowed zero setbacks from the lot lines created by a Townhouse Sub-Lot; and**

The easterly side yard setback of Lot 4 cannot be determined until the building footprint for the duplex unit and the sub-lot lines are established on the remainder of Lot 4 (Phase 2). To the west, the side yard setback is ten (10) feet from west lot line to the cottages' west wall plane and eight (8) feet from the eaves. The rear setback is ten (10) feet from the rear lot line to the cottages' south wall and eight (8) feet from the eaves.

**2. The separation of the buildings containing Townhouse Units in**

**a Townhouse Development parcel shall be not less than six (6) feet as measured between any wall or any projection of a building, including but not limited to eaves, cornices, canopies or other similar roof overhang features, pergolas, chimney chases, bay windows, decks, steps, wainscot, and utility meters; or the minimum distance required by the IBC and IFC, whichever is greater.**

The minimum separation, measured between cottage eaves, found within the development of the seven (7) cottages is eight (8) feet. Some cottages show greater separation.

The Building Department has reviewed the application and has determined that the separation between the seven (7) cottage units does not comply with the IBC, unless certain construction standards are met. Separation between each cottage's deck eave or building eave must be at least five (5) feet from the sub-lot line, unless fire-rated construction of one (1) hour or more is used. The following is a condition of approval and is required for compliance with the IBC:

- The south eave of cottage 1 shall be fire rated to one (1) hour construction.
- The north eave of cottage 6 shall be fire rated to one (1) hour construction.

**g. Detached Accessory Dwelling Units shall have a minimum gross floor area of 300 square feet and a maximum gross floor area of 950 square feet.**

No detached accessory dwelling units are proposed.

**h. Total lot coverage of all buildings on any property which includes an accessory detached dwelling unit shall not exceed 40%.**

The preliminary plat shows seven (7) cottage buildings, which comprise 3,600 square feet. The carport is excluded from lot coverage calculations. Phase one (1), as proposed, is 21,780 square feet, which equates to a lot coverage of 16.5%. The lot coverage of Phase 1 for the entire Lot 4 (40,152 square feet) is 9%. The remaining portion of Lot 4 should be developed in a manner that does not exceed the maximum standard of 40% lot coverage. The seven (7) cottages, future duplex (Phase 2), and any other future structures shall all be considered when determining the lot coverage of any future applications (i.e. Phase 2).

## **SECTION 2 - PERMITS.**

**2.9 No permit for the construction of any building shall be issued upon any land for which all improvements required for the protection of health and the provision of safety, (including but not necessarily limited to an approved potable water system, an approved wastewater system to accept sewage, and asphalt paving of the streets) have not been installed, inspected, and accepted by the City of Hailey, with the following exception:**

**Building permits may be issued for any building in a development for**

**which plats have been recorded and security provided, but the streets have not yet been completed with asphalt due to winter conditions. In such instances, the street shall be constructed as an all-weather surface to City Standards to the satisfaction of the City Engineer, and shall be kept clear to the satisfaction of the Fire Chief. Final Inspection approval or Certificate of Occupancy shall not be granted until all improvements, including asphalt, have been installed, inspected and accepted.**

All seven (7) cottages have received Building Permits, and two have received Temporary Certificates of Occupancy. Notice of this requirement is hereby given to the applicant, and included as a condition of approval.

### **SECTION 3 – PROCEDURE**

**3.3 The final plat, prepared by a Professional Land Surveyor, must be submitted within one (1) calendar year from the date of approval of the preliminary plat, unless otherwise allowed for within a phasing agreement or as otherwise provided herein. Plats not submitted for final approval within one (1) year or according to the phasing agreement, shall be considered expired and preliminary plat approval shall become null and void. The Council may extend the deadline for submitting the final plat upon holding a public hearing.**

The Hearing Examiner's approval of the preliminary plat was on November 14, 2008.

**3.3.2 The administrator shall review the final plat application to ensure that the application submitted is consistent with the approved preliminary plat. The conditions imposed on the preliminary plat approval must be either completed or shown on plans or the plat prior to any public notice for final plat approval.**

The final plat is consistent with the preliminary plat approved by the Hearing Examiner. Conditions of preliminary plat approval have been met or are carried over.

### **SECTION 4 – DEVELOPMENT STANDARDS**

#### **4.11 Inclusionary Community Housing.**

Pursuant to the Annexation Agreement, the Community Housing (CH) Agreement was recorded on June 23, 2008, which requires 25 CH units throughout Old Cutters Subdivision. The CH Plan, incorporated into the CH agreement as Exhibit B, states, 13 of the CH units shall be income restricted and 12 shall be alternatively deed restricted. In addition, the CH plan states, Lot 4, Block 10, shall have one (1) income restricted and four (4) resident/worker restricted cottages. The plat shows seven (7) cottages; therefore, the additional two cottages shall be market rate units. The one (1) duplex (two (2) units) proposed for the remainder of Lot 4 shall be market rate as well. No additional CH is required with this subdivision application.

All development standards pertaining to Section 4, were reviewed in detail during the preliminary plat approval process. Please refer to the preliminary plat Findings of Fact and Decision. No changes have been made to the plat since preliminary plat approval, other than those required by the preliminary plat Findings of Fact and Decision.

## SECTION 8 - TOWNHOUSES

- 8.1 Plat Procedure.** The Developer of the townhouse development shall submit with the preliminary plat application and all other information required herein a copy of the proposed party wall agreement and the proposed document(s) creating an association of owners of the proposed townhouse sub-lots, which shall adequately provide for the control (including billing where applicable) and maintenance of all common utilities, commonly held facilities, garages, parking and/or Green Spaces. Prior to final plat approval, the Developer shall submit to the City a final copy of the party wall agreement and any other such documents and shall record the documents prior to or at the same time of the recordation of the plat, which plat shall reflect the recording instrument numbers thereupon.

Draft CC&Rs have been submitted. Prior to recordation of the final plat, the final CC&Rs shall be received by the City and recorded prior to or at the same time of the recordation of the plat. The City has not and will not in the future determine the enforceability or validity of townhouse declarations, party wall agreements, or other private agreements.

- 8.2 Garage.** All garages shall be designated on the preliminary and final plats and on all deeds as part of the particular townhouse units. Detached garages may be platted on separate sub-lots, provided that the ownership of detached garages is appurtenant to specific townhouse units on the townhouse plat and that the detached garage(s) may not be sold and/or owned separate from any dwelling unit(s) within the townhouse development.

There is a carport, with an attached 50 square foot storage space for each of the eight parking spaces within the carport structure.

- 8.3 Storage/Parking Areas.** Residential townhouse developments shall provide parking spaces according to the requirements of Article IX of the Zoning Ordinance.

The following standards are taken from Article IX of the Zoning Ordinance:

- 9.4.1 Residential:** No parking space, or portion thereof, shall be located in any right-of-way or public thoroughfare, unless otherwise provided herein. Parking spaces within any garage, carport or similar structure shall be credited at 1 space per nine (9) feet of floor width and 21 feet of floor length.

- a. **Single family residences:** 2 per residence minimum, 6 per residence maximum. The City will allow the use of 100' right-of-ways within the Hailey Original Townsite for licensed passenger vehicle parking for single family dwellings. Parking for accessory dwelling units must be provided on site.

- b. **All residences less than 1,000 square feet, including accessory dwelling units: a minimum of 1 space per unit.**
- c. **Multiple family dwellings: A minimum of 1.5 spaces per unit.**

The applicant proposes seven (7) cottage units, which under standard c., the calculations would be 10.5 spaces. Pursuant to Section 9 of the Zoning Ordinance, parking calculations that exceed ten (10) are rounded down to the nearest whole number. Therefore, 10.5 is rounded down to ten (10) spaces required. There are eleven (11) spaces shown. Eight (8) spaces are provided under a carport structure. The spaces under the carport measure 10 feet wide and are striped to show 21 feet long.

**8.4 Construction standards. All townhouse development construction shall be in accordance with the IBC, IRC and IFC. Each townhouse unit must have separate water, sewer and utility services, which do not pass through another building or unit.**

**8.5 General Applicability. All other provisions of this Ordinance and all applicable ordinances, rules and regulations of the City and all other governmental entities having jurisdiction shall be complied with by townhouse developments.** Upon meeting proposed conditions of approval, the proposed application does not appear to conflict with other provisions.

**8.6 Expiration. Townhouse developments which have received final plat approval shall have a period of three calendar years from the date of final plat approval by the Council to obtain a building permit. Developments which have not received a building permit shall be null and void and the plats associated therewith shall be vacated by the Council. If a development is to be phased, construction of the second and succeeding phases shall be contingent upon completion of the preceding phase unless the requirement is waived by the Council. Further, if construction on any townhouse development or phase of any development ceases or is not diligently pursued for a period of three years without the prior consent of the Council, that portion of the plat pertinent to the undeveloped portion of the development shall be vacated.**

The applicant is hereby notified of this requirement.

**8.7 Conversion. The conversion by subdivision of existing units into Townhouses shall not be subject to Section 4.10 of this Ordinance.**

Rimrock Cottages, Phase I subdivision is not a conversion by subdivision. The seven (7) cottage units have been newly constructed.

**8.8 The maximum number of Cottage Townhouse Units on any parcel shall be twelve (12), and not more than two (2) Cottage Townhouse Developments shall be constructed adjacent to each other.**

The proposal would create seven (7) cottage units in Phase I and one (1) duplex in Phase II. The proposal does not exceed the maximum number of cottage townhouse units allowed on a parcel. In accordance with the Annexation Agreement and Community Housing Agreement, there are no other proposed cottage townhouse developments

adjacent to Lot 4.

## CONCLUSIONS OF LAW AND DECISION

Based upon the above Findings of Fact, the Council makes the following Conclusions of Law and Decision:

1. Adequate notice, pursuant to Section 3 of the Hailey Subdivision Ordinance, was given for the public hearing.
2. Upon compliance with the conditions noted below, the application substantially meets the standards of approval set forth in the Hailey Subdivision Ordinance.
3. The application for Final Plat, dated December 9, 2008, is approved by the Hailey City Council, with the following conditions:
  - a) The final plat submitted for signature shall include plat notes 1 through 6 as stated on the submitted final plat, with the following amendments and additions:
    - Plat note #3 shall replace “fire access lane” with “emergency access lane.”
    - A plat note shall be added to plat note number 5, following the instrument number for the original Community Housing Agreement that states, “...the First Amendment to the Community Housing Agreement recorded as Instrument No. \_\_\_\_\_, ...”
    - Plat note #5 shall add, “...the Rimrock Cottage Phasing Agreement, recorded as Instrument No. \_\_\_\_\_, ...”
  - b) All City infrastructure requirements shall be met as outlined in Section 5 of the Hailey Subdivision Ordinance. Detailed plans for all infrastructure to be installed or improved at or adjacent to the site shall be submitted for Department Head approval and shall meet City Standards where required.
  - c) The five (5) foot wide access lane, located south of Lot 4 shall be labeled on the plat as “emergency access” instead of “fire lane.”
  - d) Prior to recordation of the final plat, the final CC&Rs shall be received by the City and recorded prior to or at the same time of the recordation of the plat.
  - e) All provisions of the Zoning Ordinance #532, including but not limited to use regulations and parking requirements shall continue to be met. Additional parking may also be required upon subsequent change in use, in conformance with Hailey’s Zoning Ordinance at the time of the new use.
  - f) All improvements and other requirements shall be completed and accepted, or surety provided pursuant to Sections 3.3.7 and 5.9.1 of the Subdivision Ordinance, prior to recordation of the final plat.
  - g) The final plat shall be recorded within one year of the date of final plat approval. The final plat submitted for signature shall conform to the requirements found in Article 50-1301 (et. seq.) of the Idaho Code (as amended) and to the requirements

set forth by Blaine County for digital plat submittals. The applicant shall provide the City with a letter-size or ledger-size photocopy of the recorded plat showing the instrument number and date of recordation.

- h) This approval is contingent on the applicant executing a Phasing Agreement acceptable to the City. The subdivision shall be developed in Phase I and Phase II.
- i) All Fire Department and Building Department requirements shall be met. The following is required for compliance with the IBC:
  - The south eave of cottage 1 shall be fire rated to one (1) hour construction.
  - The north eave of cottage 6 shall be fire rated to one (1) hour construction.
- j) Issuance of permits for the construction of buildings within the proposed subdivision shall be subject to Section 2.9 of the Subdivision Ordinance, requiring certain improvements.
- k) Any subdivision inspection fees due shall be paid prior to recording the final plat.
- l) The Community Housing Deed Covenants shall be recorded concurrently with Phase I of the Final Plat, to become effective upon sale to a qualified buyer.
- m) The Community Housing Plan shall be amended to add specifics, including designated lots, actual house sizes and deed terms.

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
Martha Burke, City Council President, City of Hailey

Attest:

\_\_\_\_\_  
Mary Cone, City Clerk

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on the \_\_\_\_\_ day of \_\_\_\_\_, 2009, I served a true and correct filed copy of the within and foregoing document upon the parties named below, in the manner noted:

<input type="checkbox"/>	U.S. Mail	John Campbell
<input type="checkbox"/>	Via Electronic Mail	<a href="mailto:jc@idahotower.com">jc@idahotower.com</a>
<input type="checkbox"/>	Via Facsimile	Old Cutters, Inc.
<input type="checkbox"/>	Hand Delivered	P.O. Box 986 Hailey, ID 83333

<input type="checkbox"/>	U.S. Mail	Bruce Smith
<input type="checkbox"/>	Via Electronic Mail	<a href="mailto:bsmith@alpineenterprisesinc.com">bsmith@alpineenterprisesinc.com</a>
<input type="checkbox"/>	Via Facsimile	
<input type="checkbox"/>	Hand Delivered	

CITY OF HAILEY

By \_\_\_\_\_  
Becky Mead, Deputy Clerk

MEMORANDUM FOR THE RECORD

On 10/10/54, the following information was received from the [redacted] regarding the [redacted] of [redacted] in [redacted] on [redacted].

[redacted]

**PHASING AGREEMENT  
RIMROCK COTTAGES AND TOWNHOUSES  
OLD CUTTERS SUBDIVISION**

THIS AGREEMENT ("Agreement") is dated this \_\_\_ day of March, 2009, by and between the CITY OF HAILEY, IDAHO, a municipal corporation (the "City") and OLD CUTTERS, INC., an Idaho corporation ("OCI", and together with the City, the "Parties").

**RECITALS**

A. The City is a municipal corporation possessing all powers granted to municipalities under the applicable provisions of the Idaho Code, including the power to approve the subdivisions of property within its municipal boundaries pursuant to the provisions of its Subdivision Ordinance No. 821 and other relevant ordinances, and the power to contract.

B. OCI owns Lot 4, Block 10, OLD CUTTERS SUBDIVISION, City of Hailey, Blaine County, Idaho, according to the official plat thereof recorded at the Office of the County Recorder for Blaine County, Idaho as Instrument No. 553634 (the "Lot"). On \_\_\_\_\_, 2009, the City Council signed and entered its Findings of Fact, Conclusions of Laws and Decision (the "Decision") approving the subdivision of Lot 4 into seven (7) townhouse sub-lots to be known as the Rimrock Cottages and Townhouses: Phase 1 and a future Phase 2 consisting of two (2) townhouse sub-lots (the "Townhouse Development"). A copy of the approved plat is attached hereto as **Exhibit "A"** and made a part hereof by this reference (the "Plat").

C. Condition (h) of the Decision provides for the Townhouse Development to be developed in two (2) phases. The parties desire to enter into this Agreement to address the requirements of the Ordinance for this phased development.

**AGREEMENT**

NOW, THEREFORE, in consideration of the mutual covenants, promises, agreements, terms and conditions set forth herein, the Parties covenant and agree as follows:

1. **INCORPORATION OF RECITALS.** The Recitals set forth above are an integral part of this Agreement and are fully incorporated herein by this reference.

2. **PHASE 1.** Phase 1 shall consist of Sub-lots 1 through 7 on which Cottages shall be constructed and related common areas as depicted on the Plat. All infrastructure, amenities and other improvements depicted on the Plat and required by the Decision within Phase 1 shall be completed and a final certificate of occupancy issued for the seven Cottages on or before June 1, 2009. This shall include the construction of the Cottage buildings, covered parking structures, other parking spaces, sidewalks and utilities.

3. **PHASE 2.** Phase 2 shall consist of two townhouse sub-lots on which two townhouse units in a single duplex building shall be constructed. The two townhouse sub-lots will cover all of the Phase 2 property designated on the Plat. The water and sewer service lines serving these two townhouse sub-lots have already been installed. The application for subdivision of Phase 2 property into the two townhouse sub-lots shall be filed with the City on or before June 1, 2012.

4. **SECURITY.** In the event OCI fails to obtain final plat approval for the two sub-lots in Phase 2 on or before the dates set forth in Paragraph 3, above, then City shall have the right, but not the obligation, to revegetate and seed the remainder of the Property with native drought resistant grasses ("Landscaping"), after first giving OCI notice and a sixty (60) day period within which to complete the Landscaping. Landscaping shall also include sufficient irrigation to establish the grasses, subject to determination by the Planning and Zoning Administrator. At the time of the execution of this Agreement, OCI has posted sufficient security in the form of a cash deposit, a set aside agreement or a letter of credit, equivalent to 150% of an engineer's estimate for the complete performance of the Landscaping and to provide irrigation. The City shall retain such security until all Landscaping has been completed as set forth in this Agreement, at which time the City shall release such security. If the cost to complete the Landscaping is greater than the amount of the security, OCI agrees to reimburse the City within ten (10) days of demand by the City and hold harmless the City for any and all reasonable additional costs incurred by the City when completing the Landscaping. Notwithstanding the foregoing, the security posted may be reduced on a pro rata basis to reflect the partial completion of the Landscaping, such that the amount of the security shall at all times be equal to at least 150% of the cost to complete the remaining Landscaping.

5. **REMEDIES.** In the event of a breach of this Agreement, in addition to all other remedies of law or in equity, this Agreement shall be enforceable by specific performance by either party hereto. All remedies shall be cumulative.

6. **NOTICES.** All notices and communications under this Agreement shall be in writing and shall be (i) delivered in person or (ii) mailed, postage prepaid, either by registered or certified mail, return receipt requested, or by overnight express carrier, addressed in each case to the party's address as follows:

To City:

The City of Hailey  
c/o Director, Planning Department  
115 Main Street South, Suite H  
Hailey, Idaho 83333  
(208) 788-4221 (telephone)  
(208) 788-2924 (facsimile)

To OCI:

Old Cutters, Inc.  
P.O. Box 4944  
Ketchum, Idaho, 83340  
(208) 578-3636 (telephone)  
(208) 578-7682 (facsimile)

With a copy to:

James P. Speck, Esq.  
SPECK & AANESTAD  
A Professional Corporation  
PO Box 987  
120 East Avenue  
Ketchum, Idaho, 83340  
(208) 726-4421 (telephone)  
(208) 726-0752 (facsimile)

or (iii) sent by facsimile with the original to follow by mail in the manner described above. It is provided, however, that any party may change its respective address for purposes of receipt of any such communication by giving ten (10) days prior written notice of such change to the other party hereto in the manner provided above. All notices sent pursuant to the terms of this paragraph shall be deemed received (i) if sent by overnight, express carrier, on the next business day immediately following the day sent, (ii) if sent by registered or certified mail, on the third business day following the day sent or (iii) if sent by facsimile on the date so sent.

**7 RELIANCE BY PARTIES.** This Agreement is intended by OCI to be considered by the City as part of OCI's application for subdivision plat approval, and is contingent upon final plat approval for the Subdivision. OCI acknowledges and intends the City to consider and rely upon this Agreement in its review and consideration of said subdivision application.

**8 RELATIONSHIP OF PARTIES.** It is understood that the contractual relationship between the City and OCI is such that neither party is the agent, partner, or joint venturer of the other party.

**9 SUCCESSORS AND ASSIGNS; COVENANT RUNNING WITH LAND.** This Agreement shall inure to the benefit of the City and OCI and their respective heirs, successors and assigns. This Agreement, including all covenants, terms, and conditions set forth herein, shall be and is hereby declared a covenant running with the land with regard to the Property or any portion thereof, and is binding on both parties to this Agreement as well as their respective heirs, successors and assigns.

**10. RECORDATION.** This Agreement shall be recorded with the Blaine County Recorder.

**11. NO WAIVER.** In the event that the City or OCI, or its successors and assigns, do not strictly comply with any of the obligations and duties set forth herein, thereby causing a default under this Agreement, any forbearance of any kind that may be granted or allowed by OCI, the City, or their successors and assigns, to the other party under this Agreement shall not in any manner be deemed or construed as waiving or surrendering any of the conditions or covenants of this Agreement with regard to any subsequent default or breach.

**12. PARTIAL INVALIDITY.** In the event that any provision of this Agreement is deemed to be invalid by reason of the operation of any law, or by reason of the interpretation placed thereon by any court or other governmental body, this Agreement shall be construed as not containing such provision and the invalidity of such provision shall not affect the validity of any other provision hereof, and any and all other provisions hereof which otherwise are lawful and valid shall remain in full force and effect.

**13. ENTIRE AGREEMENT.** This Agreement sets forth the entire understanding of the parties hereto, and shall not be changed or terminated orally. Any other agreements between the parties, express or implied, are hereby cancelled and of no further force nor effect. It is understood and agreed by the parties hereto that there are no verbal or written promises, agreements, stipulations or other representations of any kind or character, express or implied, other than as set forth in writing in this Agreement.

**14. EXHIBITS.** All exhibits referred to herein are incorporated in this Agreement by reference, whether or not actually attached.

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

**16. NO THIRD PARTY RIGHTS.** This Agreement shall be for the sole benefit of the Parties and/or their successors and assigns, and no covenants or agreements herein shall be for the benefit of or create any rights in favor of any third parties.

**17. GOVERNING LAW.** The validity, meaning and effect of this Agreement shall be determined in accordance with the laws of the State of Idaho applicable to agreements made and performed in that state.

**18. TIME OF ESSENCE.** Time is of the Essence in this Agreement.

**19. NECESSARY ACTS.** Each party agrees to perform any further acts and execute any documents that may be reasonably necessary to effect the purpose of this Agreement.

**20. CAPTIONS TO PARAGRAPHS.** The captions to the paragraphs of this Agreement are for convenience only and shall not be deemed to enlarge, diminish, explain or in any manner affect the meaning of such paragraphs.

**21. ATTORNEY'S FEES.** If a suit, action, or other proceeding arising out of or related to this Agreement is instituted by any party to this Agreement, the prevailing party shall be entitled to recover its reasonable attorney fees, expert witness fees, and costs (i) incurred in any settlement negotiations, (ii) incurred in preparing for, prosecuting or defending any suit, action, or other proceeding, and (iii) incurred in preparing for, prosecuting or defending any appeal of any suit, action, or other proceeding. For the purpose of this section, "attorney's fees" shall mean and include (i) attorney's fees and (ii) paralegal fees. This section shall survive and remain enforceable notwithstanding any rescission of this Agreement or a determination by a court of competent jurisdiction that all or any portion of the remainder of this Agreement is void, illegal, or against public policy.

**22. POLICE POWERS.** Except as otherwise provided, nothing contained herein is intended to limit the police powers of City or its discretion in review of subsequent applications regarding development of the Lot. Except as provided herein, this Agreement shall not be construed to modify or waive any law, ordinance, rule, or regulations, including, without limitation, applicable building codes, fire codes, the City's Zoning Ordinance, and the City's Subdivision Ordinance requirements for the Property.

**23. AMENDMENT.** This Agreement may be revised, amended, or canceled in whole or in part, only by means of a written instrument executed by all parties hereto.

**24. FORCE MAJEURE.** Neither party shall be responsible for any loss, damage, detention or delay caused by fire, strike, civil or military authority, governmental restrictions, moratoriums or controls, insurrection or riot, railroad, marine or air embargoes, lockout, tempest, accident, breakdown of machinery, delay in delivery of material by other parties, or any other cause which is unavoidable or beyond its reasonable control. Any time periods provided herein shall be





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