

AGENDA ITEM SUMMARY

5/5/14
DATE: 04/21/2014 DEPARTMENT: PW DEPT. HEAD SIGNATURE: [Signature]

SUBJECT: Motion to approve Resolution 2014-44 authorizing city officials to sign Arena Use Agreement with Jordan World Circus for use of Hailey's Arena for a June 7, 2014 circus event.

AUTHORITY: ID Code _____ IAR _____ City Ordinance/Code HMC 12.14
(IF APPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

Jordan World Circus came to town last year and held a very successful circus the weekend of school letting out. They wish to come back again this year. These fees are expected to cover Hailey's costs.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

We have established a flat fee of \$3000 for the arena use and all services (except EMS Standby service, which will be billed by the provider. A security deposit of \$1000 will be collected, and a Special Event Application fee of \$125.00

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

<input type="checkbox"/> City Attorney	<input type="checkbox"/> Finance	<input type="checkbox"/> Licensing	<input type="checkbox"/> Administrator
<input type="checkbox"/> Library	<input type="checkbox"/> Community Development	<input type="checkbox"/> P&Z Commission	<input type="checkbox"/> Building
<input type="checkbox"/> Police	<input type="checkbox"/> Fire Department	<input type="checkbox"/> Engineer	<input type="checkbox"/> W/WW
<input type="checkbox"/> Streets	<input type="checkbox"/> Parks	<input type="checkbox"/> Public Works	<input type="checkbox"/> Mayor

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to approve Resolution 2014-44 authorizing city officials to sign Arena Use Agreement with Jordan World Circus for use of Hailey's Arena for a June 7, 2014 circus event.

ACTION OF THE CITY COUNCIL:

Date _____

City Clerk _____

FOLLOW-UP:

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

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

CITY OF HAILEY
RESOLUTION NO. 2014-44

RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY
AUTHORIZING THE USE AGREEMENT WITH JORDAN PRODUCTIONS DBA
JORDAN WORLD CIRCUS, FOR USE OF THE OUTDOOR MULTI-USE ARENA

WHEREAS, the City of Hailey desires to enter into an agreement with Jordan Productions Dba Jordan World Circus under which Jordan Productions Dba Jordan World Circus will use the outdoor multi-use arena in the City of Hailey.

WHEREAS, the City of Hailey and Jordan Productions Dba Jordan World Circus have agreed to the terms and conditions of the Use Agreement, a copy of which is attached hereto.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HAILEY, IDAHO, that the City of Hailey approves the Use Agreement between the City of Hailey and Jordan Productions Dba Jordan World Circus and that the Council President is authorized to execute the attached Use Agreement quote,

Passed this 5th day of MAY, 2014.

City of Hailey

Fritz X. Haemmerle, Mayor

ATTEST:

Mary Cone, City Clerk

USE AGREEMENT

This Use Agreement ("Agreement") is made this _____ day of _____, 2014, by and between **CITY OF HAILEY**, a municipal corporation ("City") and **Jordan Productions dba Jordan World Circus**, a Nevada corporation ("USER").

RECITALS

- A. The City is a municipal corporation and political subdivision of the State of Idaho. Fritz X. Haemmerle is the duly elected and acting mayor of the City of Hailey.
- B. USER is a duly organized and operating corporation in the State of Nevada. Jody Jordan is the duly elected and acting president of USER. The president of USER, or his designee, is authorized to execute this Agreement.
- C. City owns real property located at 791 Main Street So., Hailey Idaho, a portion of which is an outdoor multi-use arena, as depicted on attached **Exhibit "A"** ("Arena").
- D. Under the Equine Activities Immunity Act (*Idaho Code §§ 6-1801 et seq.*), the City and USER are entitled to certain immunity for activities within the Arena. The parties acknowledge that the City will not provide equipment or tack during the Events, as defined hereinafter, and is not responsible to determine whether a bull riding participant is able to safely engage in activities or safely manage animals during the Events or whether the animals are able to behave safely with the participants during the Events.
- E. Subject to the terms and conditions set forth herein, City is willing and agrees to allow USER to use the Arena and USER is willing and agrees to use the Arena.

AGREEMENT

NOW, THEREFORE, based upon the foregoing recitals which are incorporated in this Agreement below as though set forth in full, the parties agree as follows:

1. **Special Event Application.** USER shall complete and submit a Special Event Application and fee of \$125.00 prior to execution of this agreement.
2. **Agreement Term.** USER shall have the exclusive right to use the Arena on Saturday, June 7, 2014 ("Event"). USER shall also have the right to inspect and use the Arena before the Event.
3. **Rent.** USER shall pay to City as minimum rent for the Arena and Concessions Three Thousand and no/100's Dollars (\$3,000.00). One half of the rent shall be paid with the execution of this agreement, and one half of the rent shall be paid on the day of the event.

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4. **Use of Arena.** The Arena may be used and occupied by USER only as a public facility for a circus and associate activities such as concession sales and parking, and for no other purpose or purposes without City's prior written consent. During periods of non-use of the Arena during the Event, USER shall lock and secure all bathrooms, concession areas and security gates within the Arena, to keep members of the general public out of all secured areas. USER shall be responsible for the watering of the internal dirt portion of the Arena during the Event. USER shall not do or permit anything to be done in or about the Arena or bring or keep anything in the Arena that will in any way increase the rate of fire insurance upon the building in which the Arena is situated. USER shall not perform any acts or carry on any practices that may injure the Arena or the building of which the Arena form a part, which are not normally associated with a circus. USER agrees to comply with (and cause its agents, contractors, employee and invitees to comply with) any rules and regulations with reasonable modification hereof which City may from time to time make and deliver to USER in writing, provided the City provides USER with thirty (30) days advance notice of a hearing to consider the proposed rules and regulations and provided any adopted rules and regulations are effective sixty (60) days before the beginning of any Event.

5. **Banner Hanging Fee.** USER may request that a banner be hung across Hailey's Main Street prior to the event. USER shall provide its own banner constructed per specifications in the Banner Application and Specifications, and shall submit One Hundred Dollars (\$100.00) application fee with a completed Banner Application.

6. **Alcohol Sales.** If USER intends to sell alcohol during the event, USER shall obtain an Alcohol Beverage Catering Permit in advance of the event. If the Alcohol Beverage Catering Permit is approved, USER shall pay for the use of at least two (2) Hailey Police officers to be present throughout the duration of the event. USER shall pay Two Percent (2%) Local Option Tax on the gross sale of alcohol beverages during the event, which shall be paid to the Hailey City Clerk within 30 days of the event.

7. **Security Deposit.** USER shall pay as a security deposit the sum of One Thousand and No/100 Dollars (\$1,000.00), receipt of which is hereby acknowledged, to be held by City as a Security Deposit for the faithful performance by USER of all the terms, covenants and conditions of this Agreement to be kept and performed by USER during the term of this Agreement. This deposit does not limit City's rights or USER's obligations. USER understands that all or a portion of the deposit may be retained by City upon termination of the tenancy and that a refund of any portion of the deposit to the USER is conditioned on the following:

a. USER shall clean and restore the Arena to its condition at the commencement of each Event, less normal wear and tear associated with a circus event. Manure, trash, and recyclable material shall be picked up and contained within dumpsters or removed from the site.

b. USER shall have remedied or repaired any damage to the Arena to City's satisfaction.

c. USER shall have complied with all of the provisions of this Agreement, the

Special Event Permit, and with such other rules and regulations as the City may deem necessary.

If USER defaults with respect to any provision of this Agreement, including but not limited to the provisions relating to the payment of the monetary sums due herewith, City may (but shall not be required to) use, apply or retain all or any part of the Security Deposit for the payment of any other amount which City may spend by reason of USER's default or to compensate City for any other loss or damage which City may suffer by reason of USER's default.

8. Utilities.

a. City shall pay for all charges for electricity, water, sewer, trash, street sweeping, and cleaning services for the restrooms and bleachers, rendered or supplied upon or in connection with the Arena during the Events.

b. City shall provide at its discretion up to two police officers during the Event, for event security and crowd control. USER shall pay the City for police security in excess of two police officers required by the City during event. The charges incurred in accordance with this paragraph 8(B) shall be paid within thirty (30) days of the date of billing for such charges.

c. USER shall directly pay the provider of EMS standby services required for the event. The charges incurred in accordance with this paragraph 8(C) shall be paid within thirty (30) days of the date of billing for such charges.

9. Insurance. During the Event, USER shall, at its own expense, maintain in full force, comprehensive liability insurance, including public liability, property damage and contractual liabilities of USER, written by a responsible insurance company licensed to do business in Idaho, and insuring USER and City (and such other persons, firms, or corporations designated by City) as additional named insureds against liability for claims of damage because of injury to persons and property and for death of any person or persons occurring in or about the Arena. The liability covered by such insurance shall be not less than a combined single limit of One Million Dollars (\$1,000,000). At City's reasonable discretion, USER shall increase the coverage to such amount as City and USER agree is commercially reasonable. The insurance shall be primary insurance such that the insurer shall be liable for the full amount of the loss without the right of contribution from any other insurance coverage held by City.

No party shall have the right or claim against the City for any losses, damages or injury, including losses, damages or injury to property or persons, including death, and for any business interruption, occurring on the Arena or the adjoining property, (whether caused by the negligence or other fault of the City or the USER or their respective agents, employees, subtenants, licensees or assignees or whether caused by negligence or the conditions of the Arena or any part thereof) by way of subrogation or assignment. The USER hereby waives and relinquishes any such right. The USER shall request USER's insurance carrier to endorse all applicable policies waiving the carrier's right of recovery under subrogation or otherwise in favor of the City and provide a certificate of insurance verifying this waiver.

USE AGREEMENT/3

All insurance required by this Section shall be in a form and with companies satisfactory to City and shall provide that it shall not be subject to cancellation or change except after at least thirty (30) days' prior written notice to City. The policy or policies, or duly executed certificates for them, shall be deposited with City each year within fifteen (15) days before each Event.

10. Exemption from Liability. City shall not be liable to USER or to any other person whomsoever for any injury or damage to person or property occurring within or about the Arena, unless caused by or resulting from the wilful and intentional acts of the City or any of the City's agents, servants or employees in the operation or maintenance of the Arena. City shall not be liable in damages or otherwise for failure to furnish, or any interruption of service of any water, gas, electricity, telephone, or other utility caused by fire, accident, riot, strike, labor disputes, acts of God, the making of any repairs or improvements, or causes beyond the control of City, or for any loss, damage or theft of property of USER, its agents, servants or employees.

Any prevention, delay, or stoppage, due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefor, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control for the party obligated to perform shall excuse performance by such party for a equal to any such prevention, delay or stoppage, except as otherwise provided in this Agreement.

11. Indemnification and Hold Harmless. USER agrees to indemnify and hold City harmless from and against any and all claims, including mechanic's and materialman's liens, by or on behalf of any person or person, firm(s) or corporation(s), arising from the conduct or management of the activities conducted by the USER during the Events, or arising out of any act or omission or negligence of USER, its contractors, licensees, agents, servants or employees during the Events, or arising from any accident, injury, or damage whatsoever caused by any person or property occurring in or about the Arena or any part thereof, and the walkways adjoining the Arena during the Events, and from and against all costs, expenses, liabilities and attorney's fees incurred in connection with any such claim or proceeding brought thereon.

12. Maintenance and Repairs. Except as otherwise provided herein, USER shall, at its sole cost and expense, keep and maintain the interior and exterior of the Arena (including, without limitation, all fixtures, plumbing and sewage facilities, heating, ventilation and air conditioning equipment, ice making equipment, interior and exterior walls, doors and windows) in good order, condition and repair during the Events, remove all rubbish and refuse therefrom, keep all landscaping in good condition, and replace or repair all electrical fixtures and mechanical, heating and plumbing fixtures and equipment that may be damaged or broken. In the event any portion of the Arena is damaged by vandalism or similar intentional misconduct during the Events, USER is not obligated to repair any such damage. USER shall, at its sole cost and expense, remove all manure from the Arena before the end of each Event or store the manure on site allowing it to decompose but only if allowed by City staff. If City deems it necessary for USER to make any repairs, City may demand that USER make them immediately, and if USER

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refuses or neglects to commence such repairs and to complete them with reasonable dispatch, City may make or cause such repairs to be made and USER shall immediately pay City for the costs of such repairs upon receipt of the costs. USER shall, at its cost and expense, promptly and properly observe, comply with, and execute, but not to the extent of making structural improvements, all present and future orders, regulations, directions, rules, laws, ordinances and requirements of all governmental authorities (including, but not limited to, state, municipal, county and federal governments and their departments, bureaus, boards and officials), and any other board or organization exercising similar functions, arising from the use or occupancy of, or applicable to the Arena.

13. **Alterations and Improvements.** USER shall not have the right to make changes, alterations or additions to the Arena without the prior written consent of the City, which may be withheld in the City's sole and absolute discretion.

14. **Damage or Destruction.** If the Arena is partially or totally destroyed or damaged by fire or other casualty so as to become partially or totally untenable, the City is not required to rebuild the Arena, in which event either the City or USER may terminate this Agreement by providing written notice of intent to terminate. Upon termination, USER waives any and all claims for damages based on termination of this Agreement and any loss of use.

15. **Defaults.** In the event USER shall breach USER's obligations pursuant to this Agreement, then City shall notify USER of such breach in writing by certified mail, return receipt requested, or hand delivery, and USER shall correct any failure to pay rent within three (3) days of receipt of such notification, and USER shall cure any other breach within thirty (30) days of the date of such notification. In the event of a default which cannot, with due diligence, be cured within a period of thirty (30) days, USER shall have such additional time to cure the same as may be reasonably necessary, providing proceeds promptly and with due diligence to cure such default after receipt of said notice. In the event USER fails to pay any sums due pursuant to this Agreement, or cure any other breach, after notice as aforesaid, then City shall have the option of electing to either (i) cancel and terminate this Agreement, or (ii) terminate USER's right to possession only without terminating the Agreement or (iii) pursue any other remedy available at law or in equity.

16. **Entry by City.** In the event of any entry in, or taking possession of, the Arena, City shall have the right, but not the obligation, to remove from the Arena all personal property of USER located therein and may store the same in any place selected by City, including but not limited to a public warehouse, at the expense and risk of the owners thereof, with the right to sell such stored property, after it has been stored for a period of thirty (30) days or more, the proceeds of such sale to be applied first to the cost of such sale, second to the payment of the charges for storage, if any, and third to the payment of any other sums of money which may then be due from USER to City under any of the terms hereof, and the balance, if any, shall be paid to USER.

17. **Liens.** USER shall keep the Arena and the property on which the Arena is situated free from any liens arising out of any work performed, materials furnished or obligations

USE AGREEMENT/5

incurred by USER.

18. **Assignment and Subletting.** Except as provided herein, USER shall not assign or sublet this Agreement or any or all of USER's interest in the Arena without first procuring the written consent of City, which may be made in the City's sole and absolute discretion. USER is allowed to sublet or allow the use of concession areas within the Arena during the Event without the consent of City; however, USER shall remain primarily liable for the obligations arising from this Use Agreement.

19. **Waiver.** The failure of either party hereto to insist upon strict performance of any of the covenants and agreements of this Agreement, or to exercise any election herein conferred in any one or more instances, shall not be construed to be a waiver or relinquishment of any such, or any other covenants or agreements, and the same shall be and remain in full force and effect. A particular waiver by either party of any said covenants or agreements to be performed by the other party shall not be construed as a waiver of any succeeding breach of the same or other covenants or agreements of this Agreement.

20. **Annual Review.** Within six (6) weeks following the end of each Event, USER shall submit a written report to the Hailey Mayor and City Council. The report shall provide i) attendance records during the Event, ii) a detailed accounting of all revenue generated during the Event from all sources including ticket sales, advertisements, donations, concessions, etc., iii) a detailed accounting of all expenses incurred during the Event, iv) a description of advertising for the Event, v) a description of any problems with the Event, vi) a description of both written and oral complaints about the operations of the Event, and vii) any suggestions to improve future events at the Arena.

21. **Miscellaneous Provisions.**

a. **Final Agreement.** This Agreement represents the final agreement between the parties and merges and supersedes all prior negotiations, whether written or oral, with respect thereto.

b. **Modification.** This Agreement cannot be modified, changed, discharged, or terminated, except by writing signed by both the City and USER.

c. **Time is of the Essence.** Time and timely performance is of the essence of this Agreement.

d. **Applicable Law.** This Agreement shall be construed and enforced under the laws of the State of Idaho.

e. **Benefit.** This Agreement shall be binding upon and insure to the benefit of the parties hereto, their legal representatives, heirs, successors and assigns.

f. **Attorney's Fees.** In the event of any dispute with regard to the interpretation or enforcement of this Agreement, the prevailing party shall be entitled to recover their reasonable costs and attorney's fees incurred therein, whether or not a lawsuit is actually filed, and on any appeals.

g. **Presumption.** This Agreement or any section thereof shall not be construed

against any party due to the fact that said Agreement or any section thereof was drafted by either party.

h. Notice. Unless otherwise specifically provided for herein, notices given pursuant to the terms of this Agreement shall be deemed received on the date sent and shall be sent to the parties at their addresses first above given or such address as may be later specified by the party in writing.

i. Further Action. The parties hereto shall execute and deliver all documents, provide all information and take or forbear from all such action as may be necessary or appropriate to achieve the purposes of this Agreement.

j. Authority. Each signatory has full authority and consent to sign this Agreement. USER represents and warrants to City that it is a corporation organized, existing and in good standing under the laws of the State of Idaho, and it is authorized, by appropriate corporate resolution, to enter into and execute this Agreement and any and all documents related thereto.

k. Severability. The invalidity or illegality of any provision shall not affect the remainder of this Agreement.

IN WITNESS WHEREOF, the parties, having been duly authorized, have hereunto caused this Agreement to be executed, on the day and year first above written, the same being done after public hearing, notice and statutory requirements having been fulfilled.

Dated this _____ day of _____, 2014.

CITY:

CITY OF HAILEY, an Idaho municipal corporation

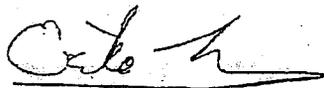
ATTEST:

By: _____
Mary Cone, City Clerk

By: _____
Fritz X. Haemmerle, Mayor

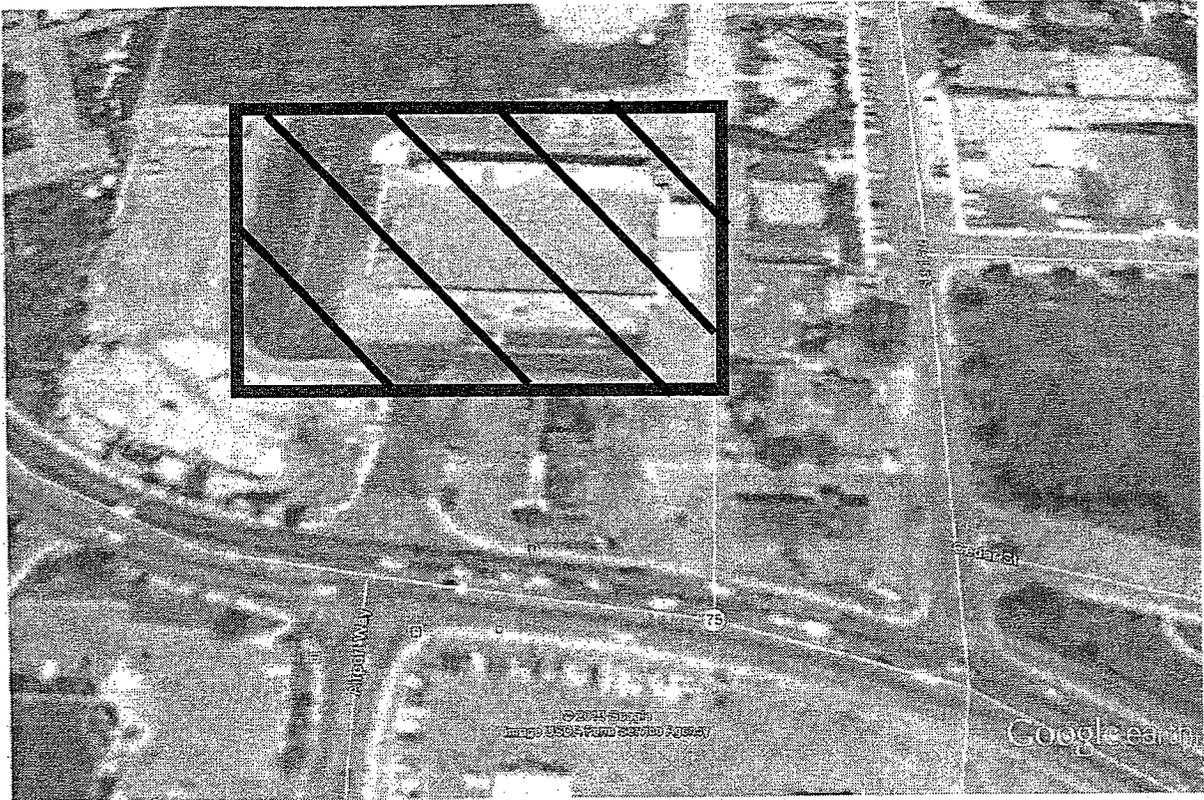
USER:

Jordan World Circus
Jordan Productions, a Nevada Corporation
4040 S Pearl Street
Las Vegas, NV 89126



Erika Lance, Director of Operations

Exhibit "A" to City of Hailey Arena Use Agreement



AGENDA ITEM SUMMARY

DATE: 05-05-14 DEPARTMENT: Com. Development DEPT. HEAD SIGNATURE: _____

SUBJECT:

Motion to approve special event, Jordan World Circus at Hailey Rodeo Arena (Saturday, June 7th, 2014 at 3:00 p.m. and 7:00 p.m.).

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 checked="" 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, Jordan World Circus at Hailey Rodeo Arena (Saturday, June 7th, 2014 at 3:00 p.m. and 7:00 p.m.), and authorization for the Mayor to sign the special event decision and special event agreement pending payment, proof of insurance, and proof of all required permits.

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)



RECEIVED
MAR 24 2014

SPECIAL EVENT PERMIT APPLICATION CITY OF HALEY

EVENT NAME: Jordan Worldcircus

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

Public Property Private Property

Arena

I. 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
June 7	Start Time: 4 pm End Time: 6 pm	All Day:
	Start Time: 7:30 pm End Time: 9:30 pm	All Day:
Date(s) of Set-up/Tear-down	Hours	Estimated # Staff
June 7 th	Start Time: 8 am End Time:	36
	Start Time: End Time:	

II. FEES

Special Event Permit Application Fee \$125 \$125

Per Day Park Rental Fee \$200

Per Day Arena Rental Fee \$3000 \$3,000

Security Services Deposit \$1000 \$1,000 (500)

\$3,125

TOTAL DUE

III. ORGANIZATION INFORMATION

Sponsoring Organization: Jordan Productions Inc.

Applicant's Name: Erika Lance Title: Manager (Bookings)

Address: 4040 S. Pearl City: Las Vegas State: NV Zip: 89121

Telephone Home: 7024562442 Mobile: _____ FAX: _____

Applicant Driver's License #: _____ Email: Erika@thejordanworldcircus.com

Federal Tax #: 88-0235255 State Tax #: _____

IV. EVENT INFORMATION

New Event: Yes No _____ Annual Event: Yes No _____ Years Operating 27

Event Category: Commercial Noncommercial

Estimate of Gross Ticket Sales & Revenues (commercial event only): _____

Description of Event: Circus

Additional Details: _____

V. 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: _____ Agent Name: _____ Phone: _____

SPECIAL EVENT ACTIVITIES & CITY SERVICES REQUESTED

Yes	No	Check all Planned Activities	Yes	No	Check all Planned Activities
	<input checked="" 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) Provider :
	<input checked="" type="checkbox"/>		<input type="checkbox"/>	<input checked="" type="checkbox"/>	Alcohol Sold Requires Alcohol Beverage Catering Permit (Hailey Code 5.13) Provider :
	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	<input type="checkbox"/>	Booths: Profit / Non-Profit
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Barricades If yes, please include a logistics map.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Vendors (Items sold/ Solicitation) Please list:
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Police/Traffic Control Services (A security plan is necessary for Special Events anticipated to attract 250 or more participants while serving beer, wine or liquor or for street closures.)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Canopies/Tents/Temporary Structures - City of Hailey Fire Department, Fire Code Enforcement may require a permit for tents, canopies, membrane, or temporary structures over 200 sq. ft. Sizes _____
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Electricity / Generators: Please check no if you are providing your own. Size:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Medical Services (Circle) First Aid and/or EMS Services *Determination of EMS services is dependent on event size and type. Service Provider:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Signs or Banners
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Open flame or flame producing devices	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Stages (Number and Size(s):
<input checked="" type="checkbox"/>	<input type="checkbox"/>		*If Yes, Permit will be required.		

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. 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.

Event Organizer's Signature: _____

Date: 4/30/14

DECISION

Based on the Application for a Special Event Permit for the Jordan World Circus, 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. Applicant is to submit updated and current Certificate of Liability Insurance in the amount of \$1,000,000 naming the City of Hailey as the primary insured.
- b. Proof of all required permits must be presented prior to the event.
- c. Full payment must be paid to the City of Hailey prior to the event.

DATED this 5th day of May 2014.

CITY OF HAILEY

By: _____
Fritz Haemmerle, its Mayor

ATTEST:

Mary Cone, City Clerk

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

SPECIAL EVENT AGREEMENT

In consideration of the granting of a special event permit by the City of Hailey ("the City") for the Jordan World Circus (to be held at the Hailey Rodeo Arena on Saturday, June 7th at 3:00 p.m. and 7:00 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 5th day of May 2014.

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

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



STATE OF IDAHO

DEPARTMENT OF AGRICULTURE

C.L. "BUTCH" OTTE
Governor
CELIA R. GOULD
Director

May 2, 2014

To: Hailey City Council
Hailey, ID 83333

Re: Deleterious Exotic Animals, specifically Adam Burck Tigers

This letter is to confirm that Adam Burck Tigers has met all of the requirements set forth by IDAPA 02.04.27, Rules Governing Deleterious Exotic Animals, with respect to temporary exhibitions.

I have reviewed their application for a Temporary Exhibitor Permit and found that they have met all the requirements for housing, escape prevention and mitigation, USDA licensing, animal identification (microchips) and safety precautions for both the animals and the public.

In addition, I issued Adam Burck Tigers a permit in 2013 for seven venues. No incidents or complaints were reported from any of the shows.

Sincerely,

A handwritten signature in black ink, appearing to read "Debra M. Lawrence".

Debra M. Lawrence, DVM
Division of Animal Industries
Idaho Department of Agriculture
PO Box 7249 2270 Old Penitentiary Rd.
Boise, ID 83707 (208) 332-8540 office
(208) 841-2229 cell

Issue Date: 5/14/14
Expiration Date: 6/14/14
Permit No: EX14-4-7DL
CVI #: PENDING



Idaho State Department of Agriculture
Division of Animal Industries
Deleterious Exotic Animal Temporary Exhibitor Permit

Applicant Name: ADAM BURCK TIGERS
Business Address: 518 S ILLINOIS RTE 31, SUITE 229 MCHENRY, IL 60050
Mailing Address: SAME
EIN or Social Security No. 502-90-9122
Owner Name of the Temporary Exhibit: SAME AS ABOVE
Business Address: SAME AS ABOVE
Mailing Address: SAME AS ABOVE

Name and physical address of each location where animals will be kept while in Idaho:

Location 1: JUNE 7, 2014: HAILEY ARENA
Owner: CITY OF HAILEY
Owner address: 791 S MAIN STREET HAILEY, ID 83333

Location 2: NA
Owner: NA
Owner address: NA

Location 3: NA
Owner: NA
Owner address: NA

Location 4: NA
Owner: NA
Owner address: NA

Location 5: NA
Owner: NA
Owner address: NA

Location 6: NA
Owner: NA
Owner address: NA

Issue Date: 5/14/14
Expiration Date: 6/14/14
Permit No: EX14-4-7DL
CVI #: PENDING



Idaho State Department of Agriculture
Division of Animal Industries
Deleterious Exotic Animal Temporary Exhibitor Permit, continued

Species and Identification of each animal permitted:

1. "BO" BENGAL TIGER- MALE- DOB 11/06- CHIP #0006ceb44f
2. "JAVA" BENGAL TIGER- FEMALE- DOB 11/06- CHIP #0006ceb01b
3. "SHERKAN" BENGAL TIGER- MALE- DOB 9/06- CHIP #0006ceafa6
4. "NATARI" BENGAL TIGER- FEMALE- DOB 9/03- CHIP #0006ceb918
5. "ZEUS" BENGAL TIGER- MALE- DOB 6/10- CHIP #0006895F70
6. "ISIS" BENGAL TIGER- FEMALE- DOB 6/10- CHIP #0006895aa5
7. "URSALA" BENGAL TIGER- FEMALE- DOB 6/10- CHIP #000690510c
8. _____
9. _____
10. _____

1. Attach written, detailed procedure(s) to be taken in the event of the escape of a deleterious exotic animal from the temporary exhibit.
2. Attach a written description of the cages or housing where the animals will be kept while in the state.
3. Attach a copy of the current USDA Exhibitors License.
4. Attach a map identifying the locations where the deleterious exotic animals will be kept while in Idaho.

This permit is valid for 30 days from the date of issuance.

Approved by: _____

A handwritten signature in black ink, appearing to be "M. J. ...".

Date: _____

5-14-14

Adam R. Burck Tigers Confinement Plan

The following is information regarding how our tigers are displayed/caged during circus shows:

All of our transport cages are constructed of 9 gage steel with 7 gage paneling(2x4 inch holes) When cages are out of the transport trailer they are surrounded by a 4 foot high fence that is at least 10 feet away from cages. the trainer or assistant is present at all times to prevent public interaction with the animals.

The show arena is 12 feet tall and is made of stainless steel and industry standard cable. Animals are in the arena when working in the circus. Show personal are always present to prevent public interaction with animals.

All tigers stay in transport cages at all times. Cages are locked with padlocks and the trainer and assistant are the only ones with keys to open them. Cages are moved to the show arena and lined up in a line. They are chained together and to the arena .

Tigers are transported in a 89 great Dane semi trailer specially built to hold transport cage. All semi doors are locked with padlock and trainer and assistant are the only ones with keys.

Our transport cages meets and exceeds USDA standers.

All facilities maintained by Adam Burck are surrounded by perimeter fencing and surveillance cameras to prevent the public from coming in contact with any animals in their possession. This fencing is set up as soon as physically possibly upon arrival at the travel location to maintain the highest level of safety possible.

No members of the public are allowed behind perimeter fencing at any time for any reason. Exceptions are made for public officials/officers and news/media staff. This exception requires that those allowed behind the fence are accompanied by a staff member at all times to ensure they maintain proper distance away from all animals. None of those persons are allowed to come in direct contact with any of the Tigers.

At NO time are any of the Tigers taken out of their enclosures on a leash for any reason. All movement of the tigers is done through a series of cages as described in the caging description.

Adam R. Burck Emergency Plan

The purpose of this plan is to provide a guide in the unlikely event of an emergency. No plan can cover all the dynamics of any emergency, the knowledge of the staff and their experience can never be replaced by any document. This plan is intended to serve only as a guide, as each event will require that the plan be tailored to the events and situation of the specific emergency.

The following emergency procedures are for use in the event of occurrences such as: (1) severe damage to enclosures due to fire, wind, or floods. (2) tigers attacking and /or injuring humans, other animals or property, and (3) the escape of any tiger in captivity. All staff members are trained in such procedures. At least one staff member is present with animals at all times, 24 hours a day, 7 days a week. In the event of any such emergency of any type, local authorities will be notified immediately both from law enforcement and local fish and wildlife if assistance is necessary.

The Following is a list of capture equipment possessed by Adam Burck at all times:
CO2 powered tranquilizer dart gun.

1. SEVERE DAMAGE TO ENCLOSURES DUE TO NATURAL DISASTER SUCH AS FIRE, WIND, OR FLOODING.

In the event a natural disaster is impending, all tigers will be loaded into their secure travel cages and be placed in the travel facility trailer so the area can be evacuated as quickly as possible. If time allows, all equipment belonging to Adam R. Burck will also be loaded into the travel vehicles. Ideally, there will be ample warning prior to a disaster to avoid any damage to enclosures allowing the possibility of an escape. Escape will be avoided by loading all animals into the travel facility and removing the animals from the area as quickly and safely as possible.

2. ANIMALS ATTACKING/INJURING HUMANS, OTHER ANIMALS, OR PROPERTY

In the unlikely event a dangerous animal is attacking or injuring a human, local law enforcement will be immediately notified of the situation. All staff members have been informed that a repellent should be used to deter the animal and allow the person to exit the situation. A CO2 fire extinguisher is always on hand and available to use as such a deterrent. It is proven, both in the field and in studies, that animals do not like fire extinguishers, and using one directly on them or

Escape of Dangerous Animal Cont.

7. cont.. should be used immediately.
8. After the animal is sedated carefully approach, as the animal may not be fully incapacitated.
9. After it has been determined that the animal is fully sedated it should be quickly and quietly returned to it's cage. During the return trip the animal shall be monitored by a staff member fully familiar with sedation drugs for any sign of recovery from sedation. If uncertain, increase level of sedation.
10. When the animal is safely returned do not talk to any media or make any public comments or speculation.

As stated originally, no document can address every possible situation. If a situation occurs that is not specifically addressed in this document, the trainer present will be in charge of all decisions. Local law enforcement is always granted permission to use deadly force when necessary to protect public safety in any situation.

Adam Burck Tigers

The following is information regarding how our tigers are displayed/caged during circus shows.

All of our transport cages are constructed of 10 gage framing with 7 gage paneling(2x4 inch holes) When cages are out of the transport trailer they are sorounded by a 4 foot high fence that is at least 10 feet away from cages. the trainer or assistant is present at all times to prevent public interaction with the animals.

The show arena is 12 feet tall and is made of stainless steel and industry standard cable. Animals are only in the arena when working in the circus. Show personal are always present to prevent public interaction with animals.

All tigers stay in transport cages at all times. Cages are locked with padlocks and the trainer and assistant are the only ones with keys to open them. Cages are moved to the show arena and lined up in a line. They are chained together and to the arena with padlocks. Trainer and assistant are only ones with keys to these locks as well.

Tigers are transported in a 89 great Dane semi trailer specially built to hold transport cages.

All semi doors are locked with padlock and trainer and assistant are the only ones with keys.

Our transport cages meets and exceeds USDA standers.

Emergency Plan Cont.(2)

in their face will cause them to release the person they are injuring. If such an attack is witnessed by anyone on staff, they have been educated with the knowledge to use the fire extinguisher by spraying it directly on the animal, preferably in the face. If this allows the person to leave the situation, and the situation occurs outside the an enclosures (i.e. As a result of an escape), the animal is to be immediately sedated and returned to its enclosure via escape protocol. If this does not allow the person to exit the situation, local law enforcement will be authorized to use deadly force on the animal.

Only trained law enforcement officers are authorized to use deadly force if the animal is in close proximity to the person to avoid injury to the person being attacked, or members of the public by accident. Staff members may attempt to sedate the animal via dart gun if local law enforcement does not arrive in a timely fashion.

In the event that an animal attacks another animal, there are similar protocols that apply. Fights among animals can usually be broken up by the trainer with little to no harm to animals or the trainer with simple vocal commands. A deterrent can also be used on the animals to break up the fight, either a fire extinguisher or pepper spray. If neither of these procedures is successful, the senior trainer can make the decision to either sedate the animals, or to use deadly force on the aggressor. Each situation is unique and it will be up to the trainer to make decisions if such an event were to occur.

If an animal damaging property, it has most likely escaped and escape protocol discussed in the following section will apply:

Escape of Dangerous animal (3)

1. The trainer will be in charge and remain in charge until the situation is under control.
2. Remove all members of the public and any staff members not needed at the scene from the area.
3. If at all possible confine the animal in a small area.
4. If the animal can be carefully recaptured and returned to it's cage without risk to any member of the public do so now. If there is the perceived possibility that you may endanger the public stop.
5. Notify local law enforcement. When they arrive at the scene they will become in charge of public safety and their decisions will be final.
6. The dart gun and drug box will be brought to the scene. In the absence of trained law enforcement, one trainer who is a designated shooter will take control of the dart gun. If trained law enforcement is present they will be the designated shooter and have full authority to shoot and kill without any intervention.
7. The dart gun should be loaded and the animal will be darted while the designated shooter is in a ready position. If at any point the animal may endanger any member of the public deadly force



United States
Department of
Agriculture

Marketing and
Regulatory
Programs

Animal and
Plant Health
Inspection
Service

Animal Care

EXPIRATION DATE: JUNE 11, 2014

This is to certify that

ADAM BURCK

is a licensed
under the

CLASS C EXHIBITOR

Animal Welfare Act

(7 U.S.C. 2131 et seq.)

Certificate No.

33-C-0387

Customer No.

44448

Deputy Administrator

Jordan World Circus

4040 S. Pearl St., Las Vegas, NV 89121

Jordan World Circus no longer possesses an exhibitor license from the U.S. Department of Agriculture (USDA). The animals are leased from outside companies, so Jordan is no longer subject to citations under its own name. During the time it was USDA-licensed, Jordan World Circus failed to meet minimal federal standards for the care of animals used in exhibition as established in the Animal Welfare Act (AWA). The USDA cited Jordan numerous times for inadequate and unsafe enclosures and for failure to provide proper veterinary care, proper animal handling, nutritious food and clean water, shelter from the elements, and exercise. Jordan waited a month to seek treatment for a malnourished tiger with a fractured leg, and it forced another sick tiger to perform. Jordan left tigers and lions in small travel cages for up to 11 days without any exercise and used elephants with a history of aggressive behavior. Contact PETA for documentation.

July 29, 2010: The British Columbia, Canada, provincial Ministry of Environment denied Jordan a permit to transport and display wild animals because the circus did not have a safety plan in place that would protect the public in the event that the elephants broke loose during a show. The circus had already entered British Columbia without having first secured the required permit.

July 11, 2010: A bear got loose from a handler's leash during one of Jordan's shows in Meadow Lake, Saskatchewan, Canada, and attacked another bear. Witnesses said that the incident lasted approximately five minutes, and according to one witness, "[The circus workers] hit [the bears] with their hands really hard trying to get them separated."

March 10, 2007: The USDA cited Jordan World Circus exhibitor Steeples Bears for failure to safely handle an adult black bear who was being used for public photo shoots. During the circus's intermission, the bear sat on a chair next to members of the public—without any restraint and with no barrier other than a 4-foot-wide and 5-foot-high piece of Plexiglas. Other members of the public observing the photo shoot were separated from the bear by only a 6-inch-thick and 11-inch-high circus ring.

October 12, 2004: The USDA cited George Carden Circus, which was performing as Jordan World Circus, for failure to have written documentation to show that foot care was being provided for an Asian elephant named Duchess who had a long crack in a toenail on a hind foot.

March 2, 2003: A 9,000-pound African elephant performing with Jordan World Circus at the Shrine Circus in Muskegon, Michigan, escaped from a tent shortly before a performance and was recaptured 15 minutes later in a busy downtown area.

February 11, 2000: The *Albuquerque Journal* reported that Jordan leased an elephant named Misty from Hawthorn Corporation for a Shrine circus. On July 24, 1983, Misty killed a handler in Riverside County, California. In a 1996 incident, Misty attacked her trainer while giving rides to children.

January 2000: The Federal Motor Carrier Safety Administration fined Jordan World Circus \$4,950 for failure to implement a random controlled substances and/or alcohol testing program for employees.

October 7, 1999: The USDA cited Jordan for using a poorly ventilated trailer to transport a camel.

December 9, 1998: The USDA cited Jordan for giving dirty drinking water to animals, filthy enclosures, and failure to maintain corrals and a transport trailer.

November 12, 1998: Jordan transferred ownership of its four tigers and four lions to Sterling & Reid Circus.

September 30, 1998: The USDA assessed Jordan World Circus a civil penalty of \$2,475 for violations of federal regulations, including failure to provide veterinary care, improper animal handling, and failure to provide animals with adequate nutrition, water, and shade.

August 31, 1998: Jordan was cited for failing to provide an accurate itinerary.

August 7 and 9, 1998: The USDA cited Jordan for failure to provide adequate veterinary care. The circus was not following veterinary instructions for administering drugs or maintaining health logs to indicate treatments. The USDA cited Jordan for improper handling. A tiger named Dutchess was forced to jump out of the bed of a pick-up truck onto a hard surface when being unloaded at a veterinary facility while she suffered from a fractured right front leg. Dutchess' fracture went undiagnosed and untreated for four weeks. The veterinarian confirmed that Dutchess suffered from inadequate nutrition,

which appeared to have affected her bone development. The inspector noted that previously recommended veterinary care had not been administered.

August 5-6, 1998: The USDA cited Jordan for failure to provide adequate veterinary care. A tiger named Dutchess was limping and had a hard lump on her leg, her coat was dry and dull, and she was thin, with protruding bones. Jordan had not obtained appropriate veterinary care for Dutchess. Veterinary recommendations for deworming and blood tests for the animals had not been followed. The big cats were not being fed a veterinarian-approved, nutritionally sound diet, and the hoofed animals were fed in an unsanitary manner. Dutchess was kept in a poorly ventilated trailer with no water in 95°F heat. When offered water, she drank "intently for longer than 2½ minutes." The circus was cited for failure to provide adequate shelter to the llamas and camels, who were out in the sun with no shade while the temperature was in the mid-90s. Jordan was cited for failure to handle animals in a manner that prevents behavioral stress. Beaujolais, a tiger, became very agitated when the trainer attempted to remove her from the cage; began snarling, salivating, and hyperventilating; and attacked the bars in an attempt to attack the trainer. The inspector also noted that the llamas were running loose near fairground traffic and that there were inadequate barriers between the public and the big cats. Jordan was cited for failure to provide adequate space for two lions whose heads were bumping the top of their transport enclosure and one lion who was unable to fully extend himself while lying down. The inspector noted that lack of space and recurring lack of exercise might exacerbate Rafin's (a lion) loss of muscular control after observing that Rafin had weak hindquarters and difficulty sitting down. The trainer said that four lions and two adult tigers had been confined to the transport enclosures for eight consecutive days and that one tiger was confined for an additional three days. The circus was cited for an insufficient number of adequately trained employees, improper cage cleaning, and failure to have an emergency plan in case of an animal attack or escape.

July 29, 1998: The USDA cited Jordan for failure to provide adequate veterinary care. A tiger named Dutchess was limping, and there was no veterinary evaluation or treatment plan. The circus was cited for failure to provide adequate water. The inspector noted that there was only one water dish for eight animals. Jordan was cited for keeping two big cats excessively exposed to the sun in temperatures above 100°F and failure to provide adequate space.

July 25, 1998: The USDA cited Jordan for failure to provide adequate veterinary care. A veterinary report from July 23, 1998, did not describe tests, treatments, or follow-up needed for Maya, a 22-year-old tiger. There was no written veterinary diagnosis or treatment for a 2-year-old tiger named Dubonnet, who was prescribed topical medication. There was no log to indicate timely and appropriate health care. The inspector also noted that a tiger's transport enclosure was not structurally sound.

July 21, 1998: The USDA cited Jordan for failure to provide adequate veterinary care. A tiger named Maya was limping and lacked coordination while being observed jumping through a flaming hoop, nearly missing the pedestal. The inspector noted that Maya "performed with reluctance." Another tiger also lacked coordination and snarled during the performance. Both tigers appeared "resentful." After the performance, both tigers "were not bright and alert, and the eyes of both tigers did not focus." Maya's abnormal condition was known to her handlers, but she "was required to perform in spite of her limitations." Jordan was cited for handling animals in an abusive manner. The inspector observed two tigers who refused to leave their cage for a performance being poked and prodded by as many as three people striking the tiger with rods for up to four minutes. The handlers then struck the cage, causing a loud noise, and shook the cage for 10 minutes. The inspector wrote, "The complaint allegations that animals were treated harshly and that animals were slow and wobbly on their feet were confirmed during this inspection." Jordan was also cited for a damaged trailer for the big cats, and the circus was cited a second time for improper food storage.

February 26-27, 1998: The USDA cited Jordan for failure to provide adequate space for its big cats. The circus was also cited for improper food storage, a damaged trailer for the camels, and inadequate recordkeeping.

September 5, 1996: The USDA cited Jordan for failure to provide shelter and adequate space to two camels tethered to a truck with a short lead.

June 14, 1996: An elephant leased from Hawthorn Corporation knocked down and repeatedly kicked her trainer during a Jordan World Circus performance in Casper, Wyoming. At the time of the incident, the elephant was giving rides to children. One child fell off the elephant.

March 16, 1996: The USDA cited Jordan for improper food storage.

February 17, 1996: The USDA cited Jordan for failure to provide veterinary care to a "markedly underweight" tiger named Tess.

August 21, 1995: Jordan was cited by the USDA for failure to provide adequate veterinary care to the animals who had not been given an annual check for parasites.

March 19, 1995: The USDA cited Jordan for failure to correct previously identified noncompliances of not repairing a transport trailer and inadequate barriers.

March 1, 1995: The USDA cited Jordan for failure to maintain a transport trailer, failure to provide the required itinerary, and inadequate barriers.

January 9, 1995: The USDA cited Jordan for improper food storage.

April 6, 1994: While giving rides to two children, an elephant picked up, tossed, and stepped on a Jordan World Circus animal trainer, breaking his arm and ribs and causing internal organ damage. Another trainer was also injured in the incident.

April 1993: The USDA fined Jordan \$500 after an animal escaped from a cage and attacked a girl.

AGENDA ITEM SUMMARY

DATE: 5/5/2014 DEPARTMENT: Legal DEPT. HEAD SIGNATURE: _____

SUBJECT:

Friedman Memorial Airport Authority ("FMAA") Meeting

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

I just reviewed a partial FMAA agenda. At the time of the creation of the packet, a final agenda and packet for the FMAA meeting scheduled for May 6, 2014 was not posted on the FMAA website. The draft partial FMAA agenda did not seem to include any significant item which would need to be discussed in the Monday Council meeting. I will monitor the website and review the packet. If I believe anything needs to be discussed during the Monday Council meeting, I will contact the mayor and council.

If you want access to the entire FMAA packet, please go to www.flyfma.com and click onto FMAA Agendas.

Ned

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Review and discuss the agenda and meeting brief. If appropriate, direct FMAA representatives on action to be taken at the next FMAA meeting.

FOLLOW-UP REMARKS:

**CITY OF HAILEY
RESOLUTION NO. 2014-45**

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY
AUTHORIZING THE EXECUTION OF GENERAL SERVICES AGREEMENT WITH
GALENA ENGINEERING, FOR CONTRACT ENGINEERING SERVICES AS
NEEDED FOR THE CITY OF HAILEY**

WHEREAS, the City of Hailey desires to enter into an agreement with Galena Engineering under which Imperial Asphalt will perform crack fill of streets for the City of Hailey.

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

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HAILEY, IDAHO, that the City of Hailey approves the Scope of Work between the City of Hailey and Imperial Asphalt and that the Council President is authorized to execute the attached Agreement,

Passed this 3rd day of March, 2014.

City of Hailey

Fritz X. Haemmerle, Mayor

ATTEST:

Mary Cone, City Clerk

GENERAL SERVICES AGREEMENT

Galena Engineering, Inc.
317 North River Street
Hailey, ID 83333
(208)788-1705
Fax (208)788-4612

And
City of Hailey
115 Main Street South, Suite H
Hailey, ID 83333
(208) 788-4421

GENERAL SERVICES AGREEMENT

This General Services Agreement ("Agreement"), is entered into and effective this ____ day of March 2014, by and between Galena Engineering, Inc. (hereinafter "GALENA") with its principal place of business located at 317 North River Street, Hailey, Idaho 83333 and The City of Hailey (hereinafter "Client") with its principal place of business located at 115 Main Street, Suite H, Hailey, ID 83333.

SECTION 1: PERFORMANCE OF SERVICES

1.1 Effective Date

The effective date of this Agreement shall be the date first above written. This Agreement shall terminate on September 30, 2014, and continue for successive one (1) year terms thereafter unless either party provides thirty (30) days advance notice of its intent to terminate this Agreement.

1.2 Services to be Performed by Engineer/Surveyor

The general engineering and general surveying services required by Client shall be performed as Client may from time to time request, and as mutually agreed between Client and GALENA.

1.3 Standard Of Care

GALENA represents that it will perform its services in accordance with generally accepted professional practices existing at the time of performance for the locality where the services are performed. NO OTHER REPRESENTATION, EXPRESS OR IMPLIED, IS MADE OR INTENDED BY THE RENDERING OF THE SERVICES PROVIDED.

1.4 Authorization To Perform

GALENA represents it is appropriately licensed and registered to perform its Services in the location(s) contemplated by this Agreement.

1.5 Site Observation

If construction or site inspections/observations are required within the scope of GALENA'S Services, GALENA shall make visits to the site at intervals appropriate to the various stages of construction as GALENA deems necessary in order to observe the progress of Contractor(s)' work. GALENA shall not, during such visits or as a result of such observations of Contractor(s)' work in progress, supervise, direct or have control over Contractor(s)' work. GALENA shall not have any authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor(s), for safety precautions and programs incident to the work of Contractor(s) or for any failure of Contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor(s) furnishing and performing their Work. Accordingly, GALENA

can neither guarantee the performance of the construction contracts by Contractor(s) nor assume responsibility for Contractor(s)' failure to furnish and perform their work in accordance with the Contract Documents

It is understood and agreed that GALENA shall have no constructive use or control of Owner's site, and therefore shall have no responsibility whatsoever for construction site safety. Such responsibility has been wholly vested in the general contractor.

SECTION 2: CLIENT RESPONSIBILITIES

Client shall timely provide all criteria and information as may be identified by GALENA. GALENA may use such information, requirements, reports, data, surveys and instructions in performing its Services and is entitled to rely upon the accuracy and completion thereof. Client shall designate a person to act with authority on Client's behalf with respect to all aspects of the project. Client shall examine and respond promptly to GALENA's submittals and requests. Client shall give prompt written notice to GALENA whenever Client observes or otherwise becomes aware of any defect in the Work.

SECTION 3: COMPENSATION

In consideration for the Services performed by GALENA, Client shall pay GALENA the compensation based on the rates shown on attached Exhibit "A". Invoices will be submitted by GALENA periodically, approximately once a month and are due within thirty (30) calendar days of invoice date. If Client objects to all or any portion of an invoice, Client shall notify GALENA within fourteen (14) calendar days of invoice date, identify the cause of disagreement, and pay when due that portion of the invoice not in dispute. All outstanding balances will accrue a finance charge of 1.0% per month for each month the invoice is outstanding. With the exception of sales tax specifically relating to procurement, GALENA shall pay its appropriate taxes, fees or assessments imposed by local, state, or federal government in effect at the time GALENA renders its professional services. Any taxes, fees, or assessments enacted by local, state, or federal government subsequent to the date of this Agreement, will be added to amounts due to GALENA under this Agreement.

SECTION 4: DELAYS

GALENA shall not be responsible for delays caused by factors beyond GALENA's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other regulatory authority to act in a timely manner, failure of the Client to furnish timely information or approve

or disapprove of GALENA's Services or work product promptly, or delays caused by faulty performance by the Client or by contractors of any level. When such delays beyond GALENA's reasonable control occur, the Client agrees that GALENA shall not be responsible for any damages, nor shall GALENA be deemed to be in default of this Agreement. In the event of such delay, the Schedule shall be extended for a period of time equal to such delay and GALENA shall be compensated for any costs, expenses or damages incurred as a result of such delay.

SECTION 5: Reserved.

SECTION 6: SUSPENSION AND TERMINATION

6.1 Termination For Cause

Either party shall have the right to terminate this Agreement should the other fail to cure any material breach of this Agreement within seven (7) days notice from the non-breaching party.

6.2 Termination For Convenience

Client shall have the right to terminate this Agreement for convenience after providing GALENA thirty (30) days written notice.

6.3 Termination Compensation

In case of such termination, GALENA shall be paid:

- (a) For completed and acceptable Services executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Services;
- (b) For expenses sustained prior to the effective date of termination in performing Services and furnishing labor, materials or equipment as required by the Contract Documents in connection with uncompleted Services, plus fair and reasonable sums for overhead and profit on such expenses;
- (c) For all claims, costs, losses and damages incurred in settlement of terminated contracts with subcontractors, suppliers and others; and
- (d) For reasonable expenses directly attributable to termination.

SECTION 7: INDEMNIFICATION

GALENA agrees, to the fullest extent permitted by law, to indemnify and hold the Client harmless from any claim, damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by GALENA's negligent acts, errors or omissions in the performance of professional services under this Agreement and those of its subconsultants or anyone for whom GALENA is legally liable. Notwithstanding the above, GALENA's obligation to defend, indemnify and hold harmless shall extend only

to GALENA's percentage of negligence contributing to such claim, damage, loss or expense on a comparative basis of fault and responsibility between GALENA and Client. It is the express intent of this indemnity clause that GALENA shall not be obligated to indemnify Client for Client's own negligence.

Client agrees, to the fullest extent permitted by law, to indemnify and hold GALENA harmless from any claim, damage, liability or cost (including reasonable attorneys' fees and costs of defense) arising in whole or in part and in any manner from the acts or failure to act, omissions, breach or default of Client, or those of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable, and arising from the project that is the subject of this Agreement. In addition, Client agrees to indemnify, defend and hold GALENA harmless from or against any claim or allegation that any process, technology, equipment, materials or information provided by Client in connection with this Agreement constitutes an infringement of any U.S. patent, trade secret, trademark, copyright or other proprietary rights of any third party.

The indemnification obligations of GALENA provided in this Section shall expire on the fifth year anniversary from the termination or completion of GALENA's professional services provided under this Agreement. Notwithstanding the foregoing indemnification, neither party shall be liable to the other for consequential, special or indirect losses, including and not limited to loss of use, loss of revenue and loss of profit, even if advised of the possibility of such loss.

SECTION 8: INSURANCE

8.1 Limits

During the performance of the Services under this Agreement, GALENA shall maintain the following insurance:

- (a) General Liability insurance with bodily injury and property damage of not less than \$1,000,000 for each occurrence and not less than \$2,000,000 in the aggregate.
- (b) Automobile Liability insurance with bodily injury and property damage limits of not less than \$1,000,000 for each accident.
- (c) Workers' Compensation insurance in accordance with statutory requirements and Employer's Liability Insurance with limits of not less than \$500,000 for each occurrence.
- (d) Professional Liability insurance with limits of not less than \$1,000,000 annual aggregate.

8.2 Endorsements

Client shall be named as an additional insured on policies(a) and (b) listed above to the extent claims arise from the Services which are performed pursuant to this Agreement.

8.3 Proof Of Insurance

GALENA shall furnish to Client a certificate of insurance evidencing the above and including a provision that such insurance shall not be canceled without at least thirty (30) days written notice to Client.

SECTION 9: LIMITATION OF LIABILITY

Client agrees to limit GALENA's liability for insurable events arising from GALENA's performance to the insurance limits stated in Section 8, above. GALENA's liability for non-insurable events including breach of contract or breach of warranty shall not exceed \$100,000.00.

Neither GALENA nor CLIENT nor either party's suppliers, agents, officers, and directors shall have any liability to the other party or any other person or entity for any indirect, incidental, special, or consequential damages whatsoever, including but not limited to loss of revenue or profit, loss of use, failure to realize anticipated profits or savings, loss of or damage to data or other commercial or economic loss, even if GALENA has been advised of the possibility of such damages, that such damages are foreseeable, or of potential claims by a third party.

SECTION 10: INDEPENDENT CONTRACTOR

GALENA agrees it shall operate as an independent contractor and will not be an agent, joint venturer, partner or employee of the Client, nor will it be entitled to any employee benefits provided by the Client. GALENA shall be responsible for payment of any and all unemployment, social security, withholding, and other payroll taxes for its employees as applicable.

SECTION 11: DOCUMENTS

11.1 Ownership and Reuse of Documents

(a) The Client acknowledges that GALENA's drawings and specifications, including all documents on electronic media, are instruments of service and, unless otherwise provided, GALENA shall be deemed the author of the drawings and specifications and shall retain all common law, statutory and other reserved rights, including the copyright. The Client shall be permitted to retain copies, including reproducible copies, of the drawings and specifications for the Client's information and reference. The Client agrees to waive any claim against GALENA arising from any unauthorized transfer, reuse or modification of the drawings and specifications.

(b) Electronic files furnished by GALENA shall be subject to an acceptance period of thirty (30) days during which the Client agrees to review and/or perform appropriate acceptance tests. GALENA shall

correct any discrepancies or errors detected and reported within the acceptance period at no charge to the Client. After the acceptance period, the electronic files shall be deemed to be accepted and GALENA shall have no obligation to correct errors or maintain electronic files. The Client is aware that differences may exist between the electronic files delivered and the printed hard-copy documents. In the event of a conflict between the signed or sealed hard-copy documents prepared by GALENA and the electronic files, the hard-copy documents shall govern.

(c) The Client agrees, to the fullest extent permitted by law, to indemnify and hold GALENA harmless from any claim, liability or cost (including reasonable attorneys' fees and defense costs) arising or allegedly arising out of any reuse or modification of the documents by the Client or any person or entity that acquires or obtains the documents from or through the Client.

11.2 Documents Supplied by Others

The parties agree that from time to time GALENA may need information from Client for the rendering of the Services hereunder and Client agrees to provide GALENA such information as is then available. Client recognizes that it is impossible for GALENA to assure the sufficiency and accuracy of such information. Accordingly, Client waives any claim against GALENA for liability or injury or loss allegedly arising from errors, omissions, or inaccuracies in documents, drawings, plans or data provided to GALENA by Client or by other third parties. If any of the work or Services must be redone because of errors in drawings, plans, or data supplied to GALENA, then GALENA shall be compensated for such extra Services and the Schedule shall be adjusted accordingly.

SECTION 12: CONFIDENTIALITY

It is understood that the parties may supply to each other confidential or proprietary data during the performance of this Agreement. The parties agree to protect such data from disclosure to outside parties, except where access to such data is necessary for the purpose of performing the services hereunder. Such data shall be marked "Confidential" or "Proprietary" or defined as confidential or proprietary in a separate writing. This confidentiality requirement shall not apply to data that is known to the parties prior to the execution of this Agreement or is in the public domain. In the event such data is subpoenaed by court order, or other legal process, the receiving party shall notify the other party within five (5) business days of receipt of such court order or legal process.

SECTION 13: DISPUTE RESOLUTION

13.1 Exclusive Manner of Dispute Resolution

Unless otherwise agreed to by the parties, the sole means and method of resolving disputes shall be as set forth in this Agreement. Any lawsuit filed to adjudicate a claim shall be promptly dismissed by the filing party.

13.2 Negotiation Between Executives

The Parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement, or any breach hereof or any Work performed hereunder, promptly by negotiation between executives who have authority to settle the controversy. Any party may give the other party written notice of any dispute not resolved during the normal course of business, such notice to include the statement of that party's position and summary of arguments, and the name and title of the executive who will be representing that party and of any other person who will accompany the executive. The receiving party shall respond in kind within fifteen (15) days of the date of notice. Within thirty (30) days after delivery of the initial notice, the executives of both parties shall meet at a mutually acceptable time and place and use good faith efforts to resolve the dispute. Negotiations pursuant to this Section shall be confidential and shall be treated as compromise and settlement negotiations for purposes of Law and rules of evidence.

13.3 Mediation

In the event that the parties are unable to settle the dispute through direct negotiations as set forth above, all remaining controversies or claims shall then be submitted to mediation following the Commercial Mediation Rules published by the American Arbitration Association. Unless the parties agree otherwise, mediation shall be held in Hailey, Idaho. This Agreement to mediate and any other agreement or consent to mediate entered into in accordance with this Agreement shall be specifically enforceable under the prevailing law of any court having jurisdiction. The parties shall share equally the costs and fees of the mediator.

13.4 Litigation

In the event mediation proves unsuccessful within sixty (60) days of the appointment of the mediator, then all claims, disputes and other matters in question arising out of, or relating to, this Agreement or the breach thereof shall be decided by litigation, unless the parties mutually agree otherwise. The court of competent jurisdiction shall not have the authority to consider or award punitive damages as part of the court's judgment. Unless the parties agree otherwise, litigation shall be held in Fifth District Court, Hailey, Idaho.

SECTION 14: MISCELLANEOUS

14.1 Notices

Any notice hereunder shall be deemed served immediately if hand-delivered in writing to an officer or other duly appointed representative of the party to whom the notice is directed. Notices shall also be deemed served five (5) business days after transmittal by United States mail, or within two (2) days if by any overnight service(s), to the business address identified below, or to the address specified in the Task Order for a particular project:

For GALENA:
Galena Engineering, Inc.
317 North River Street
Hailey, ID 83333

For Client:
City of Hailey
115 Main Street, Suite H
Hailey, ID 83333

14.2 Applicable Law and Venue

This Agreement and all rights, obligations, liabilities, and responsibilities of the parties hereto shall be governed by, construed, and enforced in accordance with the laws and venue of the State of Idaho.

14.3 Subcontractors

At its request, Client shall have the right to pre-approve the subcontracting of any services to be performed under this Agreement, which approval shall not be unreasonably withheld.

14.4 Successors and Assigns

Client and GALENA each binds itself and its partners, successors, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives of such other party, in respect to all covenants, agreements, and obligations of this Agreement. This Agreement shall not be assigned by either party without the other party's express written consent. Provided, however, GALENA shall be entitled to subcontract portions of its work to other companies in which GALENA has an ownership interest without first obtaining the written consent provided for under this Section.

14.5 Equal Opportunity Employment

GALENA and Client expressly agree not to discriminate against any employee or applicant for employment because of race, color, religion, gender, national origin, or disability and shall during the performance of this Agreement comply with all applicable Executive Orders and federal regulations.

14.6 Entire Agreement

The terms and conditions herein represent the entire agreement between the parties, and shall not be modified except by written instrument duly executed by both parties.

14.7 Severability

If any provision of this Agreement is held to be in violation of any applicable law rendering such provision void and unenforceable, such provision shall be deemed severed from the Agreement and the remainder of the Agreement shall remain in full force and effect.

14.8. Survival

All representations, indemnifications, warranties and

guarantees made in, required by or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion and acceptance of the Services and termination or completion of the Agreement.

14.9 Attorneys Fees

In the event of any dispute with regard to the interpretation or enforcement of this Agreement, the prevailing party shall be entitled to recover its reasonable costs and attorneys' fees incurred therein, whether or not a lawsuit is actually filed, and on any appeals, and in any bankruptcy proceeding.

This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same document.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed as of the date first above written.

City of Hailey

Galena Engineering, Inc.

By: _____

By: Brian Yeager

Printed: _____

Printed: Brian Yeager

Title: _____

Title: Civil Engineer, Land Surveyor & Owner

ATTEST:

Mary Cone, City Clerk

EXHIBIT A

GALENA ENGINEERING, INC.
2014 Hourly Billing Rates

Principal Professional Engineer	\$115-\$120
Professional Engineer	\$100-\$115
Professional Land Surveyor	\$115
Survey Crew Party Chief	\$65-\$75
Surveyor	\$65
Drafting Technician	\$70
Clerical	\$60
GPS	\$50 per hour
Robotics Trimble	\$50 per hour
ATV	\$100 per day

Reimbursable Expenses at Cost
05/01/14

AGENDA ITEM SUMMARY

5/5/14

DATE: 4-21-14

DEPARTMENT: Legal

DEPT. HEAD SIGNATURE: NW

SUBJECT:

Public Art Ordinance Amendment

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

During the process of drafting bond documents for the Bio-Solids project, I discovered a conflict between the Public Art ordinance and Revenue Bond Act. Generally speaking, Hailey's Public Art ordinance requires 1.25% of the cost of a capital improvement project to be dedicated to public art. I was advised by our bond attorney that revenue bonds should not be used to pay for public art. Consequently, I have drafted the attached ordinance so a project funded by revenue bonds is excluded from the requirement of using 1.25% of the construction cost for public art.

Ned

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Discuss the proposed amendment and instruct staff to put the proposed ordinance on the next agenda under Public Hearing.

FOLLOW-UP REMARKS:

4/21/14 - no action made by council
next mtg ordinance amendment will be
presented to council as public hearing on 5/5/14
5/5/14 - public hearing

HAILEY ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF HAILEY, IDAHO, AMENDING SECTION 3.08.020 OF THE HAILEY MUNICIPAL CODE, TO EXCLUDE A PROJECT FUNDED BY REVENUE BONDS FROM THE DEFINITION OF CAPITAL IMPROVEMENT BOND; BY AMENDING SECTION 3.08.030 OF THE HAILEY MUNICIPAL CODE TO DELETE A PROJECT FUNDED BY A REVENUE BOND AS AN ELIGIBLE CAPITAL IMPROVEMENT PROJECT; BY PROVIDING FOR A SEVERABILITY CLAUSE; BY PROVIDING FOR A REPEALER CLAUSE; AND BY PROVIDING FOR THE EFFECTIVE DATE

WHEREAS, the Mayor and Hailey City Council have been advised that a capital improvement project funded by a revenue bond should not be required to comply with the Chapter 3.08 of the Hailey Municipal Code (Public Art) because public art does not necessarily generate revenue as required by the Revenue Bond Act under Idaho Code §§50-1027 *et seq.*; and

WHEREAS, the Mayor and Hailey City Council wish to comply with state law by amending Chapter 3.08 of the Hailey Municipal Code to exclude a Capital Improvement Project funded by revenue bonds from the requirement of complying with the Public Art Chapter of the Hailey Municipal Code.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF HAILEY, IDAHO:

Section 1. The definition of “Capital Improvement Projects” set forth in Section 3.08.020 of the Hailey Municipal Code is amended by the addition of the underlined language, as follows:

“Capital Improvement Projects” shall, for the purposes of this Chapter, mean every capital municipal construction or improvement project or portion thereof, paid for wholly or in part by the City where the total cost of such project is reasonably anticipated to be in excess of twenty five thousand dollars (\$25,000.00). A Capital Improvement Project shall include construction, renovation or remodel of any public park, public building or structure, street or road, or public parking facility whether developed by the City or developed privately and leased back to the City. Capital Improvement Projects shall exclude:

1. Maintenance of public improvements such as streets, sidewalks, curbs, alleys or right-of-way improvements;
2. Subsurface public utility improvements such as storm and sanitary sewers, water lines, fire hydrants, and other appurtenances;
3. The portion of a Capital Improvement Project funded by State and/or Federal monies which prohibit expenditure of such monies for the arts;
4. A Capital Improvement Project undertaken before the effective date of this Ordinance; or
5. A Local Improvement District.
6. A Capital Improvement Project funded by revenue bonds.

Section 2. Section 3.08.030 of the Hailey Municipal Code is amended by the deletion of the stricken language, as follows:

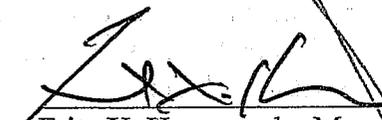
3.08.030 Applicability. Capital Improvement Projects shall be governed by this Chapter. In the event a bond is used to fund a Capital Improvement Project, the Capital Improvement Project shall be an eligible capital improvement project if so approved by a) the bond election ordinance, or b) ~~the bond ordinance authorizing revenue bonds or~~ c) other appropriate laws or regulations. Where a Capital Improvement Project is funded in whole or in part by State and/or Federal monies, only the portion of the Capital Improvement Project which permits expenditure of such monies for the arts shall be used to calculate the one and twenty-five hundredths percent (1.25%) dedication for the arts. Where a Capital Improvement Project is funded in whole or in part by State and/or Federal monies and the State or Federal monies do not allow for expenditure of such monies for the arts, only the portion of the City's required financial contribution to such Capital Improvement Project shall be used to calculate the one and twenty-five hundredths percent (1.25%) dedication for the arts and such percentage shall be in addition to the City's minimum required contribution to such Capital Improvement Project.

Section 3. If any section, paragraph, sentence or provision hereof or the application thereof to any particular circumstances shall ever be held invalid or unenforceable, such holding shall not affect the remainder hereof, which shall continue in full force and effect and applicable to all circumstances to which it may validly apply.

Section 4. All ordinances and parts of ordinances in conflict herewith are hereby repealed.

Section 5. This Ordinance shall be in full force and effect from and after its passage, approval, and publication according to law.

ADOPTED BY THE HAILEY CITY COUNCIL AND APPROVED BY THE MAYOR
this 21st day of _____, 2014.


Fritz X. Haemmerle, Mayor
City of Hailey

ATTEST:


Mary Cone
Hailey City Clerk

Publish: Idaho Mountain Express _____, 2014

Handwritten notes:
next
P.H.
may 5, 2014
[Signature]