

AGENDA ITEM SUMMARY

DATE: 5/6/2013 DEPARTMENT: Legal

DEPT. HEAD SIGNATURE: \_\_\_\_\_



SUBJECT:

First Amendment to Memorandum of Restrictive Covenants and Regulatory Agreement (River Street Apartments) w/ Resolution 2013 - 37

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

ARCH has requested Hailey to amend a Memorandum of Restrictive Covenants and Regulatory Agreement for the River Street Apartments. See attached letter. The proposed amendment reduces the period of affordability from 30 to 20 years, which is now consistent with HUD requirements. This amendment does not impact Hailey's 99 year lease with ARCH. If you have any questions, please contact me.

Ned

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS: Case # \_\_\_\_\_  
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	___ Engineer	___ Building
___ Library	___ Planning	___ Fire Dept.	_____
___ Safety Committee	___ P & Z Commission	___ Police	_____
___ Streets	___ Public Works, Parks	___ Mayor	_____

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Make a motion to approve the First Amendment to Memorandum of Restrictive Covenants and Regulatory Agreement and authorize the mayor to sign the First Amendment and Resolution No. 2013 - 37.

FOLLOW-UP REMARKS:

# ARCH



## COMMUNITY HOUSING TRUST

Ned Williamson

Friday, March 15, 2013

Hailey City Attorney

Delivered electronically

Dear Ned,

IHFA is revising the period of affordability on the River Street apartments from the current 30 years to 20 years in order to be consistent with HUD guidelines. Essentially, IHFA does want to be responsible for compliance beyond HUD guidelines. While this change impacts IHFA and their involvement in the project, it does not impact the actual affordability of the apartments because the 99 year lease we have with the City dictates that the apartments will be affordable for the term of the lease.

I have copied the email from IHFA below and also attached the Loan Regulatory Agreement and the Memo of Restrictive Covenants. Martha, on behalf of the City, signed the original Memo of Restrictive Covenants and is listed as a signatory on the revised document. The City did not sign the Loan Regulatory Agreement but I have attached it for your information.

Once reviewed by Council, please have Martha sign the new document.

Thank you,

Michelle

As I think you are aware, we are reducing the period of affordability requirements on all projects to the HUD minimum. I have attached modifications to the Loan and Regulatory Agreement and the Memo of Restrictive Covenants to account for this change. Please review and let me know if you have any corrections. If not, please sign and notarize and circulate for the same for the other signers.

Sincerely,

**Roger Schumacher** | HOME Construction Coordinator  
Idaho Housing and Finance Association  
P.O. Box 7899, Boise, ID 83707-1899  
Phone 208-331-4872 | [RogerS@IHFA.ORG](mailto:RogerS@IHFA.ORG)  
[www.idahohousing.com](http://www.idahohousing.com)

**-CITY OF HAILEY  
RESOLUTION NO. 2013-37**

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY  
AUTHORIZING THE EXECUTION OF THE FIRST AMENDMENT TO  
MEMORANDUM OF RESTRICTIVE COVENANTS AND REGULATORY  
AGREEMENT WITH RIVER STREET APARTMENTS LIMITED PARTNERSHIP.**

WHEREAS, the City of Hailey has executed a Memorandum of Understanding dated July 29, 2012, with Idaho Housing and Finance Association, and River Street Apartments, defines how the real property located at 731 River Street No, Hailey, Idaho with the twenty three (23) unit apartment complex is to be leased to qualifying senior citizens; and

WHEREAS, the named parties desire to adopt the First Amendment of Memorandum of Restrictive Covenants and Regulatory Agreement, primarily to accommodate a change in HUD's Period of Affordability, by removing the additional 10 year requirement.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HAILEY, IDAHO,** that the City of Hailey approves the attached First Amendment of Memorandum of Restrictive Covenants and Regulatory Agreement, a copy of which is attached hereto, and that Don Keirn, be authorized to execute the First Amendment of Memorandum of Restrictive Covenants and Regulatory Agreement and its associated documents in the place of the Hailey City Mayor.

Passed this 6th day of May, 2013.

City of Hailey

\_\_\_\_\_  
Don Keirn, Hailey Council President

ATTEST:

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

**FIRST AMENDMENT TO MEMORANDUM OF RESTRICTIVE COVENANTS  
AND REGULATORY AGREEMENT**

This First Amendment to Memorandum of Restrictive Covenants and Regulatory Agreement ("First Amendment") is entered into this \_\_\_ day of May, 2013 by and between Idaho Housing and Finance Association, an independent public body corporate and politic of the State of Idaho (the "Association"), River Street Apartments Limited Partnership, an Idaho Limited Partnership (the "Borrower") and The City of Hailey, a municipality and political subdivision of the state of Idaho ("Landlord") (collectively referred to as the "Parties").

**RECITALS**

A. The Parties entered into a Memorandum of Restrictive Covenants and Regulatory Agreement dated July 29, 2012, and recorded on August 11, 2011, as Instrument No. 589729, records of the County Recorder, Blaine County, Idaho ("Memorandum").

B. In order to be consistent with the Housing and Urban Development guidelines, the Parties wish to amend the Memorandum to eliminate the extended ten (10) year Period of Affordability contained in paragraphs 3, 6 and 8 of the Memorandum.

C. Subject to the terms and conditions of this First Amendment, the parties desire to enter into this First Amendment.

**AGREEMENT**

NOW, THEREFORE, based on good and valuable consideration, receipt of which is hereby acknowledged, and the mutual covenants, promises, agreements, terms and conditions set forth herein, the Parties covenant and agree, as follows:

1. Paragraph 3 of the Memorandum is amended by the deletion of the stricken language, as follows:
3. Notwithstanding the covenants in Paragraphs 1(a)-1(c) and 2(a)-2(c) above, upon foreclosure or transfer in lieu of foreclosure, the HOME Assisted Units shall be occupied as follows:
  - a. Two (2) one-bedroom units shall be occupied as Very Low-income HOME Units;
  - b. Four (4) one-bedroom units shall be occupied as Low-income HOME Units;
  - c. For purposes of this section, the "Area Median Family Income for Blaine County, Idaho, shall be determined in accordance with 24 CFR §92.216(a)(1). Income shall be determined in accordance with 24 CFR Part 5 subpart F.

Said covenant shall continue in effect for the statutory minimum Period of Affordability of twenty (20) years after project completion as required by HUD, ~~and for an extended Period of Affordability of an additional ten (10) years~~ as required by the Association. Project

completion is established when the required project completion information and beneficiary data are complete, accurate and entered into the HUD Integrated Disbursement and Information System.

2. Paragraph 6 of the Memorandum is amended by the deletion of the stricken language, as follows:

6. Notwithstanding the covenants in Paragraphs 4(a)-4(b) and 5(a)-5(c) above, upon foreclosure or transfer in lieu of foreclosure, the rents charged for the HOME Assisted Units, including the monthly allowance for the utilities and services (excluding telephone) to be paid by the tenant, shall not be more than the lesser of (1) the Section 8 Fair Market Rent for a comparable unit as established by HUD under 24 CFR §888.111, or (2) the rent established by HUD under 24 CFR §92.252(b)(1) as they apply to the Very Low-income and Low-income HOME units respectively. Said covenant shall continue in effect for the statutory minimum Period of Affordability of twenty (20) years after project completion as required by HUD, ~~and for an extended Period of Affordability of an additional ten (10) years as required by the IHFA.~~ Project completion is established when the required project completion information and beneficiary data are complete, accurate and entered into the HUD Integrated Disbursement and Information System.

3. Paragraph 8 of the Memorandum is amended by the deletion of the stricken language, as follows:

8. The Borrower and/or Landlord further covenants that it will carry out all of the provisions of the said Agreement and that all of said covenants set forth above and in the Agreement shall run with the Property. Except in the case of foreclosure or transfer in lieu of foreclosure under Paragraphs 3 and 6, the covenants numbered 1, 2, 4 and 5, above, shall continue in effect for twenty (20) years after project completion as required by HUD, ~~and for an extended Period of Authority of an additional ten (10) years as required by the Association,~~ subject to any limitations of the Agreement and the other covenants in the Agreement shall continue until the Agreement expires or terminates according to its terms. Project completion is established when the required project completion information and beneficiary data are complete, accurate and entered into the HUD Integrated Disbursement and Information System. The affordability requirements apply without regard to the term fo any loan or mortgage or transfer of ownership.

4. The remaining terms and conditions of the Memorandum shall remain in full force and effect.

In Witness Whereof, the parties have executed this First Amendment as of the \_\_\_\_ day of May, 2013.

“ASSOCIATION”

Idaho Housing and Finance Association

By: \_\_\_\_\_  
Julie H. Williams  
Its: Executive Vice President

“BORROWER”

River Street Apartments Limited Partnership, an Idaho Limited Partnership

By: RIVER STREET SENIOR HOUSING, LLC, and Idaho Limited Liability Company  
Its: GENERAL PARTNER

By: \_\_\_\_\_  
Gregory A. Urrutia, Manager

ARCH Community Housing Trust, Inc, an Idaho nonprofit corporation,  
Manager

By: \_\_\_\_\_  
Michelle Griffith, Executive Director

“LANDLORD”

City of Hailey, Idaho, a Municipality and Political Subdivision of the State of Idaho

By: \_\_\_\_\_  
Don Keirn, its Council President





AGENDA ITEM SUMMARY

DATE: 5/06/13 DEPARTMENT: Administration/Fire DEPT. HEAD SIGNATURE: Heather Dawson

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SUBJECT:

Motion to approve Resolution 2013-21, authorizing contract with Lantis Production, Inc, for a \$20,000 July 4<sup>th</sup> fireworks display.

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BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

The fireworks display proposal from Lantis is for the same type and volume display held last year. Hailey has held a \$20,000 fireworks display for many years. In the past several years, the costs of the display have exceeded the donations contributed to the display. The fireworks endowment fund has decreased from its peak of \$133,693 to \$80,590

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FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

Caselle # \_\_\_\_\_  
Budget Line Item # \_\_\_\_\_ YTD Line Item Balance \$ 6 \_\_\_\_\_  
Estimated Hours Spent to Date: \_\_\_\_\_ Estimated Completion Date: \_\_\_\_\_  
Staff Contact: \_\_\_\_\_ Phone # \_\_\_\_\_  
Comments: \_\_\_\_\_

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ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

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

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RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to approve Resolution 2013-21, authorizing contract with Lantis Production, Inc, for a \$20,000 July 4<sup>th</sup> fireworks display.

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FOLLOW-UP REMARKS:\*

**CITY OF HAILEY  
RESOLUTION NO. 2013-21**

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY  
AUTHORIZING THE EXECUTION OF CONTRACT WITH LANTIS PRODUCTION,  
INC.**

WHEREAS, the City of Hailey desires to enter into an agreement with Lantis Production who will perform the fireworks display for the same type and volume display held last year.

WHEREAS, the City of Hailey and Lantis Production have agreed to the terms and conditions of the Agreement for Professional Services, a copy of which is attached hereto.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HAILEY, IDAHO,** that the City of Hailey approves the of Agreement Between Lantis Production and the City of Hailey and that the Mayor is authorized to execute the attached Agreement,

Passed this 6th day of May, 2013.

City of Hailey

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Don Keirn, Council President

ATTEST:

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Mary Cone, City Clerk

# Blaine County School District #61

118 West Bullion Street - Hailey, Idaho 83333

[www.blaineschools.org](http://www.blaineschools.org)

Phone (208) 578-5000 - Fax (208) 578-5110



April 19, 2013

City of Hailey  
115 Main Street South, Suite H  
Hailey, ID 83333  
Attn: Mayor Fritz Haemmerle

RECEIVED  
APR 22 2013  
BY: MLH / FH HD

Dear Mayor Haemmerle,

This letter serves as notice to inform you that Blaine County School District authorizes Lantis Fireworks use of the Wood River High School parking lot on July 4, 2013 for the production of their aerial fireworks show. Lantis Fireworks will be responsible for cleanup of the area following use.

Should you have any questions, please contact me at 208-578-5000.

Sincerely,

A handwritten signature in cursive script that reads "Lonnie Barber". The signature is written in black ink and is positioned above the typed name and title.

Dr. Lonnie Barber  
Superintendent of Schools



CLIENT hereby agrees that any show so delayed must be presented within 10 calendar days of the originally scheduled date without incurring additional expenses except as detailed in the paragraph above. If the presentation of the show is delayed beyond ten (10) calendar days from the originally scheduled date, this contract shall be subject to renegotiation between LANTIS and CLIENT.

The parties intend on using the Wood River High School parking lot to stage the fireworks launch site. Lantis shall contact the Blaine County School District to obtain written permission to use the parking lot. Client shall be responsible for cleaning of the parking lot after the show with street sweeper and Lantis shall be responsible for cleaning after the show in the landscape areas within the parking lot and outside of the parking lot removing debris caused by fireworks. LANTIS, on behalf of CLIENT, will secure all required state and/or local fireworks permits. Any required marine permits will be obtained by LANTIS on behalf of the CLIENT. CLIENT will obtain any required event permits, and will arrange for any security bonds as required by law in CLIENT'S community when necessary. CLIENT agrees to furnish necessary and adequate police and/or private security, fire and other necessary protection for proper crowd control, auto parking control, and proper security around the designated safety area during the set-up, during firing, and for a minimum of thirty minutes following show completion.

Any vehicles or personal property located within the designated safety area shall be removed at the CLIENT'S Expense. Any damage or destruction of vehicles or personal property left remaining in the designated safety area shall be the sole responsibility of the CLIENT.

CLIENT hereby acknowledges and agrees that the LANTIS Pyrotechnician, the CLIENT, or Local Fire Authority, shall have the right to delay the start of, or terminate the firing of, the Fireworks Display Show if, in any one of the individuals' reasonable judgment, unsafe conditions exist as detailed in the LANTIS Safety Procedures Manual, NFPA 1123 Guidelines, or other applicable local law or regulation.

LANTIS shall provide insurance coverage provided by a responsible insurance company licensed to do business in the state of Idaho for the following amounts and specified risks only:

**Bodily Injury and Property Damage, including Product Liability of \$2,000,000.00.**

Under the provisions of our insurance coverage, this protection shall be extended to the CLIENT as an additional named insured only upon receipt by LANTIS of a properly executed original copy of this contract.

It is agreed that this contract shall be governed by the laws of the State of Utah. Should any legal action be brought to enforce or interpret the terms or provisions of this Contract, any court of competent jurisdiction shall be proper venue for such an action. Interest at 1 1/2% per month (AN ANNUAL PERCENTAGE RATE OF EIGHTEEN PERCENT PER ANNUM A.P.R. 18%) will be charged on all accounts past due, and the

Client agrees to pay the same. If any legal action is brought to enforce or interpret the terms or provision of this Contract, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief they may be entitled to.

It is further agreed that nothing in this Contract shall be construed as forming a partnership, the parties hereto being severally responsible for their own separate debts and obligations, and neither party shall be held responsible for any agreement not stated in this Contract. The parties hereto do mutually and severally guarantee the terms, conditions and payments of this Contract and these articles shall be binding on the parties themselves and on their heirs, executors, administrators, successors and assigns. CLIENT further warrants that the signature affixed hereto on their behalf is properly authorized to execute such documents and incur such obligations on behalf of the CLIENT. The parties further agree that none of the provisions of this contract may be changed or modified in any way without the express written permission of LANTIS and client.

**Additional Provisions:**

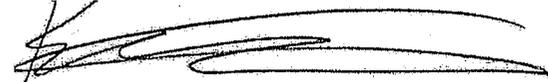
20-2.50" shells salutes  
245-4" shells  
170-5" shells  
40-6" shells  
25-7" shells

IN WITNESS WHEREOF, the parties hereto, by and through their duly authorized agents, have set their duly authorized signatures and seals the dates and places indicated below.

LANTIS

Executed on behalf of LANTIS PRODUCTIONS INC. on April 18, 2013 at Fairfield, UT.

Lantis Productions Inc.



by: \_\_\_\_\_  
Kenneth L. Lantis, President

CLIENT

Executed on behalf of \_\_\_\_\_ this \_\_\_\_\_  
at,

by: \_\_\_\_\_

Title: \_\_\_\_\_

# CLIENT COMMUNICATIONS DATA

Lantis Productions Inc.

Show # 13110

Please provide requested information to assure constant and immediate communication with Lantis Productions Inc. Fairfield, Utah and the Show Sponsor

Show Sponsor: HAILEY CITY

Billing-Address: 115 Main Street South, Hailey ID 83333

Show Date: JULY 4, 2013 Approximate Time 10 PM

Show Location: Wood River High School

Lantis Productions representative should contact the following person or persons for instructions:

Primary Contact 2<sup>ND</sup> Alternate

Name: Michael Chapman

Name: Michael Baledge

115 Main St.

115 Main St.

Address

Address

Hailey City, ID 83333

Hailey City, ID 83333

City, State, Zip

City, State, Zip

Phone Office: 208-788-3147

Phone Office: 208-788-3147

Home 208-309-1195

Home 208-520-9821

Cell 208-309-1195

Cell 208-520-9821

Specific Address of Display Site: 1250 Fox Acres, Hailey Idaho 83333

Routing to Location from Major Highway: Turn East off Highway 75 on Fox Acres Blvd.

**Extremely Important**      **Nearest Airport:**

Approximate Distance: 1 Miles

Additional Comments. \_\_\_\_\_ Use reverse side if needed.

FAA Identifier: SUN

Lat/Long: 43-30-13.6000N / 114-17-44.0000W

43-30.226667N / 114-17.733333W

43.5037778 / -114.2955556

(estimated)

Elevation: 5320 ft. / 1621.5 m (surveyed)

Variation: 16E (1995)

From city: 1 mile SE of HAILEY, ID

Time zone: UTC -7 (UTC -6 during Daylight Saving Time)

Zip code: 83313

**INSURANCE CERTIFICATE REQUISITION**  
**Lantis Productions Inc**

Show # 13110

Client Name: Hailey City

Address: 115 Main Street South, Hailey ID 83333

Display Date July 4, 2013

Approximate Time: 10 PM

Location of Display: 1250 Fox Acres Road Hailey, ID 83333.  
Wood River High School Parking Lot

Exact Names of those to be insured: City of Hailey, Blaine County School District #61

Name of Site Property Owner: Blaine County School District #61

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Insurance Certificate is to be issued to: City of Hailey

Title: n/a

Phone: 208-788-4221

Address: 115 Main Street South, Hailey ID 83333

This form must be returned with your signed contract in order for the Insurance Certificate to be processed. Our Insurance Carrier requires that we have this form in addition to the signed contract prior to the Certificate being issued and the coverage extended to the show sponsor(s).

The Insurance Carrier also requires that a diagram of the display show site and a description of the surrounding properties be submitted before the show. Please attach this diagram to this form. If you have any questions, please contact our Corporate Office at 1-800-443-3040 8 a.m. to 5 p.m. Mountain Time.

# REQUEST FOR DIAGRAM OF FIRING AREA

Lantis Productions Inc.

Show # 13110

Dear Customer:

In an effort to better understand and plan for your fireworks display show, it is of the utmost importance that you supply our office with a diagram or map of the proposed display site and the surrounding areas in all directions.

The map should show distances (in feet) from spectators and parking areas as well as buildings wires and overhead obstructions. We need to receive this information before we can apply for permits and insurance.

Preparation and planning can bring out the best in a fireworks display. It can also reduce accidents. Thank you for your cooperation and attention to this matter!



Lantis Productions Inc.

Exhibit "A"

Schedule 5

*Product Description and Quantity List*

Lantis Productions, Inc. does not use "pre-packaged" fireworks shows. The interrelationship between the mood and rhythm of the soundtrack and the visual effects created requires that final shell selection wait the actual choreographing of the show to this allows our designers and pyro-artists the largest possible palate from which to paint the sky.

This approach is different from many pyrotechnic companies, and sometimes makes it difficult to compare our proposals with companies who sell prepackaged shows. While we are careful to specify the quantity, quality, and size of fireworks shells, we are reluctant to identify specific individual shells until show design and choreography is complete.

We hope that you will consider the value of this approach in evaluating our proposals

4" Aerial Shells

These spectacular shells travel up to 450 feet high and then burst in a spectrum of colors and effects. The world famous Hummer Shells, Special Effect Willows, three color changing Stars with Palm Core and Sky Mines are some of our exclusive 4" shells. We have 125 varieties to choose from. For your display we have selected:

Total 4" Aerial Shells = Proposal "A" 175 Shells to be Designed into the show  
70 Finale

5" Aerial Shells

Our 5" aerial shells are individually designed to add a new dimension to the display. As these shells are larger in diameter this allows our designers to place more effects inside the shell to create effects such as Saturn Rings, Smiley Faces, Butterflies, Sky Mines, Silver Serpents and the beautiful gold "Kamouro" stars which burst over 500 feet high and then suspend in the night sky slowly descending towards the ground. We have over 130 varieties in stock. For your display we have selected:

Total 5" Aerial Shells = Proposal "A" 120 Shells to be Designed into the shells.  
50 Finale

6" Aerial Shells

These magnificent shells are the biggest crowd pleasers of all. A massive aerial shell, which weighs 4kg, is fired up to 620 feet, leaving a silver trail as it soars into the night sky. As the shell reaches its programmed height it bursts into a huge colored chrysanthemum, falling leaves, Variegated Dahlia, Special pattern fish or one of our other shells that we have in stock. There are over 115 varieties to choose from in this selection of shells. For your Display we have selected:

Total 6" Shells = Proposal "A" 30 Shells to be Designed into the show  
10 Finale

7" Aerial Shells = Proposal "A" 20 Shells to be Designed into the show  
5 Finale

8" Aerial Shells = Proposal "A" 2 Shells to be Designed into the show

10" Aerial Shells

Display Shells Premium shells with similar effects as Listed for shells starting at the size of 4" to 16" shells.

Total 10" Aerial Shells = Proposal "A" Shells to be Designed into the show  
Finale

Salutes

A brilliant silver flash and heavy report, these shells are usually used to note the finale of the display. For your display we have selected:

2.5" Salutes = Proposal "A,B,C" 20 Shells to be Designed into the show

*Cost of either Proposal "A" is \$20,000 15 min. show as per excepted*

Remember this is just an idea, if you would like to make some changes such as a different shell size or count on some shells Please give us a call. I know we can work something out.



AGENDA ITEM SUMMARY

DATE: 5/06/13 DEPARTMENT: Administration DEPT. HEAD SIGNATURE: Heather Dawson

SUBJECT

Use Agreement with Jordan World Circus for Arena use for an early-evening circus on Friday, June 7, 2013

AUTHORITY:  ID Code  IAR \_\_\_\_\_  City Ordinance No. 840

BACKGROUND:

Jordan World Circus has scheduled an early –evening circus at the Hailey Arena, The fees outlined in the attached Agreement are based on the Arena Management guidelines set in place by the Hailey City Council.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

Budget Line Item # \_\_\_\_\_ Annual Line Item Amount \_\_\_\_\_

The city council expressed, in their Arena Management Policy, that use of the arena should pay for itself in sufficient amount to also pay for maintenance and depreciation of the arena. A sold-out arena would bring approximately \$4000 to the City of Hailey to pay for arena maintenance.

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS:

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to approve Resolution 2013-38, authorizing Arena Use Agreement for Jordan World Circus to use the arena on Friday, June 7, 2013.

FOLLOW UP NOTES:

**CITY OF HAILEY  
RESOLUTION NO. 2013-38**

**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 6th day of MAY, 2013.

City of Hailey

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Don Keirn, Council President

ATTEST:

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Mary Cone, City Clerk

## USE AGREEMENT

This Use Agreement ("Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2013, 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. Don Keirn is the duly elected and acting Council President 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. **Agreement Term.** USER shall have the exclusive right to use the Arena on Friday, June 7, 2013 ("Event"). USER shall also have the right to inspect and use the Arena before the Event.

2. **Rent.** USER shall pay to City as minimum rent for the Arena and Concessions Seven Hundred Fifty and no/100's Dollars (\$750.00) plus one Dollar (\$1.00) per each ticket sold. Rent shall be paid as follows: Seven Hundred Fifty Dollars (\$750.00) shall be paid with the execution of this agreement, and head cost for tickets shall be paid no later than 30 days following the event.

3. **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.

4. **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.

5. **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.

6. **Security Deposit.** USER shall pay as a security deposit the sum of Five Hundred and No/100 Dollars (\$500.00), 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 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.

**7. Utilities.**

a. City shall pay for all charges for electricity, water, sewer, trash, and cleaning services, rendered or supplied upon or in connection with the Arena during the Event, up to Five Hundred Dollars (\$500.00). If utility expenses exceeds Five Hundred Dollars (\$500.00), City shall notify USER and USER shall pay within thirty (30) days of the date of billing for the excess charges. In the event the expenses for the Event are less than \$500, the City is not required to reimburse USER for any difference and shall be entitled to retain the difference.

b. USER shall pay or reimburse the City for all services requested by USER or which are reasonably required by USER, such as street sweeping and police security and traffic control. The charges incurred in accordance with this paragraph 5(B) shall be paid to the City within thirty (30) days of the date of billing for such charges.

**8. 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.

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.

**9. 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.

**10. 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.

**11. 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 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.

**12. 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.

**13. 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.

**14. 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.

**15. 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.

**16. 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 incurred by USER.

17. **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.

18. **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

19. **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.

20. **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 \_\_\_\_\_, 2013.

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

\_\_\_\_\_  
Judy Jordan, its President

SILVER  
CREEK  
ALTERNATE  
SCHOOL

SENIOR CENTER

RE

VALLEY CAR WASH

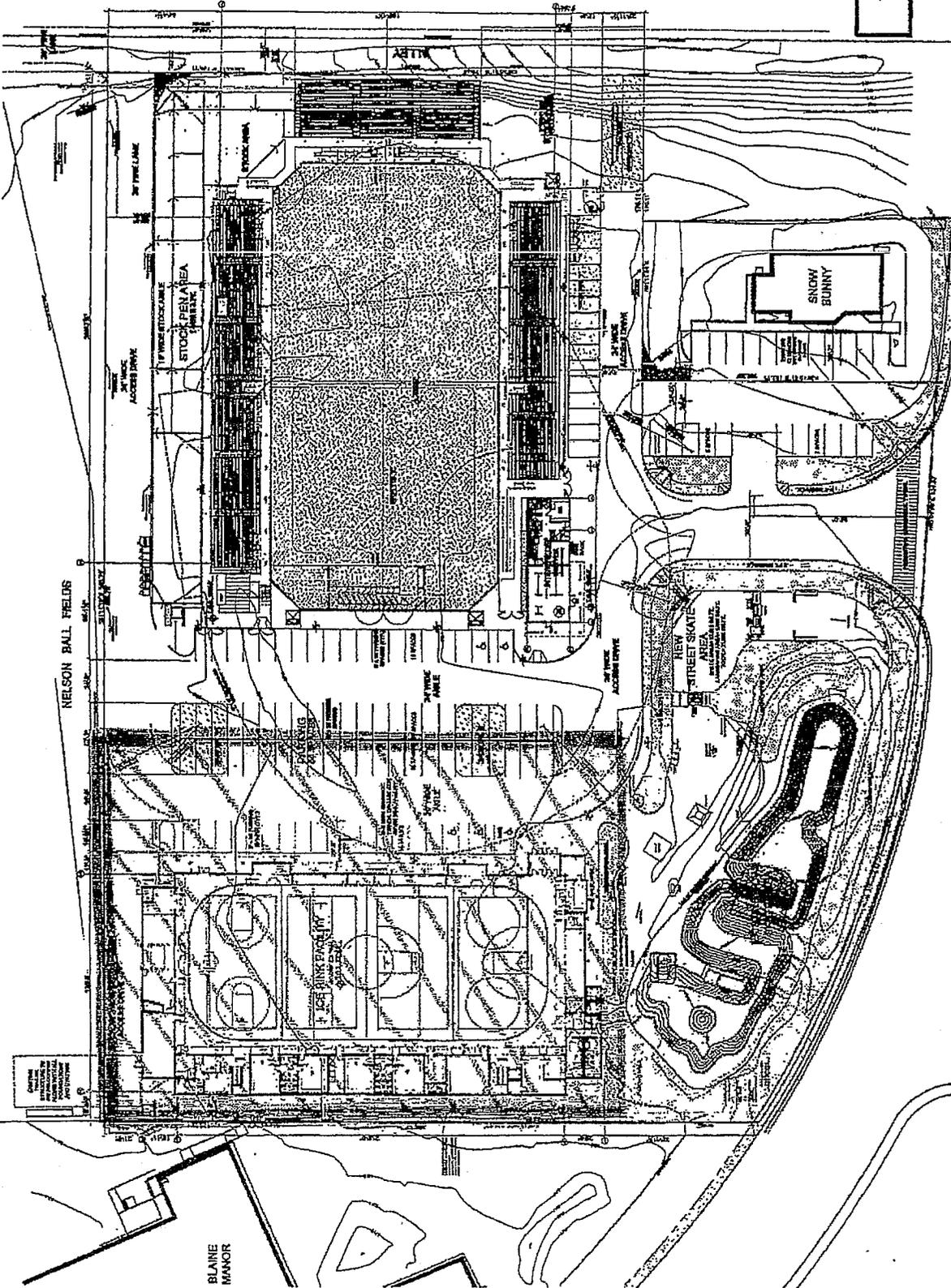


Exhibit "A"

AGENDA ITEM SUMMARY

DATE: 5/06/13 DEPARTMENT: Administration DEPT. HEAD SIGNATURE: Heather Dawson

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SUBJECT

Use Agreement with Rocky Mountain Bull Bash Productions for use for their Professional Bull Riding event on Friday, July 26, 2013

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AUTHORITY:  ID Code  IAR \_\_\_\_\_  City Ordinance No. 840

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BACKGROUND:

Rocky Mountain Bull Bash Productions has scheduled a one-day event at the Hailey Arena, with potentially an after-bull-riding dance.

The fees outlined in the attached Agreement are based on the Arena Management guidelines set in place by the Hailey City Council.

The producers are working with local organizations to help produce the event.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

<u>Budget Line Item #</u>	<u>Annual Line Item Amount</u>
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The city council expressed, in their Arena Management Policy, that use of the arena should pay for itself in sufficient amount to also pay for maintenance and depreciation of the arena. A sold-out arena would bring approximately \$4000 to the City of Hailey to pay for arena maintenance.

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ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS:

<input type="checkbox"/> City Attorney	<input type="checkbox"/> Clerk / Finance Director	<input type="checkbox"/> Engineer	<input type="checkbox"/> Mayor
<input type="checkbox"/> P & Z Commission	<input type="checkbox"/> Parks & Lands Board	<input type="checkbox"/> Public Works	<input type="checkbox"/> Other

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RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to approve Resolution 2013-39, authorizing Arena Use Agreement for Rocky Mountain Bull Bash Productions to use the arena on Friday, July 26, 2013.

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FOLLOW UP NOTES:

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

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY  
AUTHORIZING THE EXECUTION OF A USE AGREEMENT WITH ROCKY  
MOUNTAIN BULL BASH PRODUCTIONS, FOR EXCLUSIVE USE OF THE RODEO  
ARENA FOR THEIR SECOND ANNUAL SUN VALLEY PROFESSIONAL BULL  
RIDERS CLASSIC ON JULY 26, 2013.**

WHEREAS, the City of Hailey desires to enter into an agreement with Rocky Mountain Bull Bash Productions under which Rocky Mountain Bull Bash Productions will be allowed Exclusive Use Of The Rodeo Arena For Their Second Annual Sun Valley Professional Bull Riders Classic On July 26, 2013.

WHEREAS, the City of Hailey and Rocky Mountain Bull Bash Productions 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 Rocky Mountain Bull Bash Productions and that the Mayor is authorized to execute the attached Agreement,

Passed this 6TH day of MAY, 2013.

City of Hailey

\_\_\_\_\_  
Don Keirn, Council President

ATTEST:

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

## USE AGREEMENT

This Use Agreement ("Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by and between **CITY OF HAILEY**, a municipal corporation ("City") and **Rocky Mountain Bull Bash Production**, an Idaho corporation ("USER").

### RECITALS

**A.** The City is a municipal corporation and political subdivision of the State of Idaho. Don Keirn is the duly elected and acting Council President of the City of Hailey.

**B.** USER is a duly organized and operating corporation in the State of Idaho. Judd Mortensen is the duly elected and acting president of USER, and is working under the authority of Professional Bull Riders, Touring Pro Division. 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. Agreement Term.** USER shall have the exclusive right to use the Arena on Friday, July 26, 2013 ("Event"). USER shall also have the right to inspect and use the Arena before the Event, including on July 25, 2013 for set up of equipment for the event.

**2. Rent.** USER shall pay to City as minimum rent for the Arena Seven Hundred Fifty and no/100's Dollars (\$750.00) plus Five Percent (5%) per ticket above Twenty Dollars (\$20.00). A minimum One Dollar (\$1.00) per ticket shall be paid on tickets sold or distributed at an amount less than Twenty Dollars (\$20.00), including give-away tickets. Rent shall be paid as follows: Seven Hundred Fifty Dollars (\$750.00) shall be paid with the execution of this

agreement, and head cost for tickets shall be paid no later than 5:00 p.m. on Monday, July 29, 2013.

3. **Use of Arena.** The Arena may be used and occupied by USER only as a public facility for a livestock sporting event and associate activities such as a concert, 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 bull riding event or concert. 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.

4. **Banner Hanging Fee.** USER has requested that a banner be hung across Hailey's Main Street prior to the event. USER shall pay One Hundred Dollars (\$100.00) for this service upon execution of this agreement.

5. **Alcohol Sales.** USER intends to sell alcohol during the event, and shall obtain an Alcohol Beverage Catering Permit in advance of the event. 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.

6. **Security Deposit.** USER shall pay as a security deposit the sum of Five Hundred and No/100 Dollars (\$500.00), 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 an equestrian 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 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.

**7. Utilities.**

a. City shall pay for all charges for electricity, water, sewer, trash, and cleaning services, rendered or supplied upon or in connection with the Arena during the Events, up to Five Hundred Dollars (\$500.00). If utility expenses exceeds Five Hundred Dollars (\$500.00), City shall notify USER and USER shall pay within thirty (30) days of the date of billing for the excess charges. In the event the expenses for each annual event are less than \$500, the City is not required to reimburse USER for any difference and shall be entitled to retain the difference.

b. USER shall pay or reimburse the City for all services requested by USER or which are reasonably required by USER, such as street sweeping and police security and traffic control. The charges incurred in accordance with this paragraph 5(B) shall be paid to the City within thirty (30) days of the date of billing for such charges.

**8. Insurance.** During the Events, 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.

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.

9. **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.

10. **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.

11. **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 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.

12. **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.

13. **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.

14. **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.

15. **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.

16. **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 incurred by USER.

17. **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.

18. **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

19. **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.

20. **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 \_\_\_\_\_, 2013.

CITY:

CITY OF HAILEY, an Idaho municipal corporation

ATTEST:

By: \_\_\_\_\_  
Mary Cone, City Clerk

By: \_\_\_\_\_  
Fritz X. Haemmerle, Mayor

USER:

Rocky Mountain Bull Bash Productions and Professional Bull Riders, Touring Pro Division

\_\_\_\_\_  
Judd Mortensen, its President

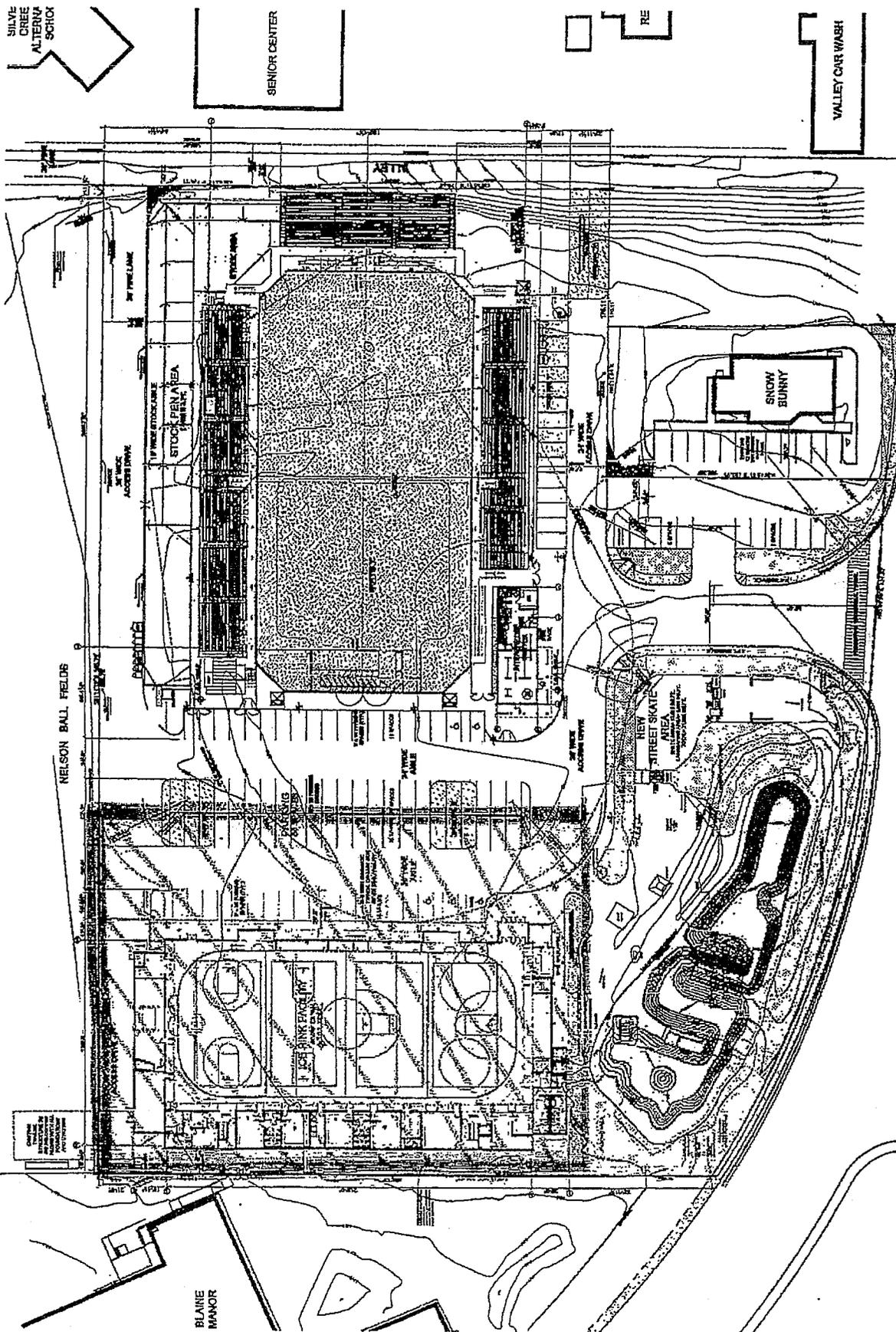


Exhibit "A"

**AGENDA ITEM SUMMARY**

**DATE:** 4/16/12 **DEPARTMENT:** PW - Streets **DEPT. HEAD SIGNATURE:** 

**SUBJECT:** Motion to approve Resolution 2013-40, authorizing agreement with Imperial Asphalt for hot crack fill services at the same cost per ton as in 2012

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

**BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:**

The Street Department has used Imperial Asphalt for the last 5 years to perform hot crack fill services for city streets. The plan is to perform crack fill in May in Old Hailey and possibly Deerfield subdivision. The work is estimated at an approximate total cost of \$15,000. The work is paid for on an actual tonnage of crack fill material used.

**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 type="checkbox"/> Streets            |
| <input type="checkbox"/> City Clerk         | <input type="checkbox"/> Planning            | <input type="checkbox"/> Treasurer          |
| <input type="checkbox"/> Building           | <input type="checkbox"/> Police              | _____                                       |
| <input type="checkbox"/> Engineer           | <input type="checkbox"/> Public Works, Parks | _____                                       |
| <input type="checkbox"/> Fire Dept.         | <input type="checkbox"/> P & Z Commission    | _____                                       |

**RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:**

Motion to approve Resolution 2013-40, for an agreement with Imperial Asphalt for an approximate cost of \$15,000 for crack fill of Old Hailey and possibly Deerfield subdivision streets.

**ADMINISTRATIVE COMMENTS/APPROVAL:**

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

**ACTION OF THE CITY COUNCIL:**

Date \_\_\_\_\_

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

**FOLLOW-UP:**

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

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

**CITY OF HAILEY  
RESOLUTION NO. 2013-40**

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY  
AUTHORIZING THE EXECUTION OF CONTRACT FOR SERVICES WITH  
IMPERIAL ASPHALT, FOR CRACK FILL FOR THE CITY OF HAILEY**

WHEREAS, the City of Hailey desires to enter into an agreement with Imperial Asphalt 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 6th day of MAY, 2013.

City of Hailey

---

Don Keirn, Council President

ATTEST:

---

Mary Cone, City Clerk

# IMPERIAL ASPHALT

P.O. Box 1500  
Blackfoot, Idaho 83221  
Phone (208) 782-0301

PROPOSAL	City of Hailey	JOB NAME:	Hailey City Streets
STREET:		JOB LOCATION:	Hailey ID
	Kelly.schwarz@haileycityhall.org	JOB LOCATION:	Hailey ID
Mobil: 309-1365	PHONE:		
CONTACT: Kelly Schwarz	208 788-5965 X10	JOB CONTACT:	Kelly

We hereby agree to furnish all labor, material and equipment for the completion, in a good and workmanlike manner, of the work described below.

Route and Crack Seal and provide traffic control as needed **\$2,480 / Ton**  
**\*est 6 tons.**

Terms of Payment Upon Completion Total Contract Price \$2,480 / Ton

Date: April 17th 2013 By: Wade Hone | Cell = 243-1046

## ACCEPTANCE

The above mentioned proposal is accepted. You are authorized to perform the work described herein.

It is agreed that you shall be paid according to the terms set forth herein. All of the terms on the reverse side are Incorporated herein and made a part hereof.

Date \_\_\_\_\_ Company: \_\_\_\_\_

By: \_\_\_\_\_ Title: \_\_\_\_\_

1. Any deviation from these specifications and/or terms shall be by written mutual agreement. Payment for extra work and allowance for omissions shall be fixed in advance in writing on demand by either party. No verbal agreement or understanding shall be binding.

2. All payments received in accordance with the terms of this contract are accepted with the understanding that such payments shall be applied to the payment of material and labor furnished on the work subject to this agreement.

3. Both parties agree that the plans and specifications may be changed without impairing the validity of this contract, subject, however, to the condition that the sum allowed either party for such alterations shall have been agreed upon by the parties to the contract and full statement of the same made in writing and signed by them before the work to be affected by the changes is commenced.

4. Both parties agree that Imperial Asphalt is not responsible for breakage of underground pipes, wiring or other improvements which are not visible to workmen on the property.

5. The undersigned agrees that all defects in material or labor must be brought to the attention of Imperial Asphalt within thirty (30) days of receipt of billing invoice for the work performed or else waives its right to claim any offers for these defects.

6. Unless specified otherwise, the party for whom this work is performed assumes responsibility for traffic control and any barricading necessary, as well as assuring traffic is not permitted on the new surface until the material is set and dry.

7. If payment is not received by Imperial Asphalt according to the terms specified in this agreement, the purchaser of products and services from Imperial Asphalt shall be liable for costs incurred by Imperial Asphalt including a reasonable attorney's fee if the account is placed with attorney for collection.

8. The undersigned represents itself to be the record owner of the real property which shall be improved pursuant to this agreement, or the authorized agent of the record owner.

9. The undersigned agrees to pay all invoices from Imperial Asphalt within the terms described herein, If payment is not received as set forth herein, the undersigned agrees to pay one and one-half percent (1 1/2%) compounded monthly (18% per-annum) on all outstanding owing to Imperial Asphalt.

10. This bid is based on the current price of labor and material and if not accepted within 15 days from date hereof, the right is reserved to submit a new bid.

11. All agreements contingent upon strikes, accidents or delays beyond control.

12. This contract shall be governed by the laws of the State of Idaho both as to interpretation and performance and jurisdiction shall be in Blaine County, Idaho.

13. Imperial Asphalt disclaims all warranties expressed or implied including warranty of merchantability, and warranty for fitness for a particular purpose. The only expressed warranties are those written on this contract.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**AGENDA ITEM SUMMARY**

**DATE:** 5/6/13 **DEPARTMENT:** Finance & Records **DEPT. HEAD SIGNATURE:** \_\_\_\_\_

**SUBJECT:**

Alcohol Beverage License for new restaurant Season's Steakhouse.

**AUTHORITY:**  ID Code \_\_\_\_\_  IAR \_\_\_\_\_  City Ordinance/Code 5.04, 5.08, 5.12  
(IFAPPLICABLE)

**BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:**

New Beer & Wine License to be approved contingent upon the State and County Licenses being submitted to the City of Hailey and HPD approval.

**FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:** Caselle # \_\_\_\_\_

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

**ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS:** (IFAPPLICABLE)

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

**RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:**

Recommend Council approve the sale of beer and wine after State and County Licenses are submitted to the City of Hailey and after HPD gives final approval.

**ADMINISTRATIVE COMMENTS/APPROVAL:**

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

**ACTION OF THE CITY COUNCIL:**

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

**FOLLOW-UP:**

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



# ALCOHOL BEVERAGE LICENSE APPLICATION

RECEIVED  
APR 15 2013  
BY: \_\_\_\_\_

### APPLICATION FOR:

Liquor	\$562.50	<input type="checkbox"/>	_____
Wine by the Drink	\$200.00	<input checked="" type="checkbox"/>	200.00
Beer by the Drink	\$200.00	<input checked="" type="checkbox"/>	200.00
Grocery Sale of Wine	\$200.00	<input type="checkbox"/>	_____
Grocery Sale of Beer	\$50.00	<input type="checkbox"/>	_____

### APPLICATION IS:

- New License
- Renewal
- Transfer

TOTAL DUE: 400.00

Applicant Name: Freda Wilson and Marc Avery

Business Name: Seasons Steakhouse, LLC

Business Physical Address: 103 S. Main Street, Hailey, ID 83333

Business Mailing Address: PO Box 3351, Hailey, ID 83333

Business Phone Number: 208-721-7998

Property Owner (if different from applicant): Demi Moore/123, LLC

*(Applicant must attach certified copy of lease showing that owner consents to sale of alcohol on premises.)*

I hereby certify that the above statements are true, complete and correct to the best of my knowledge. I further certify that I have applied for and received the Idaho State Liquor License (copy attached) and the Blaine County Liquor License (copy attached).

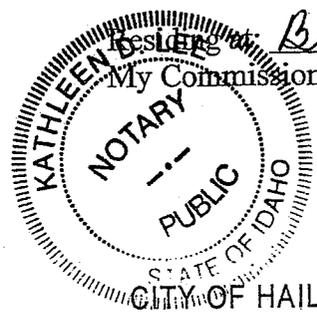
Freda Wilson  
Applicant Signature

4/15/2013  
Date

Subscribed and sworn to before me this 15<sup>th</sup> day of April, 2013

Kathleen D. Lee  
Notary Public ~~OR~~ City Clerk

<b>Official Use Only</b>	
State License No.	_____
County License No.	_____
City License No.	<u>1538</u>
Date Approved by Council	_____
Chief of Police	_____



Resides in: Blaine County  
My Commission Expires 10/18/2013

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

**AGENDA ITEM SUMMARY**

DATE: 05-06-13 DEPARTMENT: Community Development DEPT. HEAD SIGNATURE: BB

**SUBJECT:**

Request for approval to hold a special event, the event being the Girls on the Run Community 5K & Healthy Living Expo beginning and finishing at Heagle Park (Saturday, May 18, 2013 from 9:30 a.m. to 12:00 p.m.). The race will run through the nearby neighborhood.

**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 checked="" type="checkbox"/> Planning | <input type="checkbox"/> Treasurer          |
| <input type="checkbox"/> Building              | <input checked="" type="checkbox"/> Police   | _____                                       |
| <input checked="" type="checkbox"/> Engineer   | <input type="checkbox"/> Public Works, Parks | _____                                       |
| <input checked="" type="checkbox"/> Fire Dept. | <input type="checkbox"/> P & Z Commission    | _____                                       |

**RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:**

Recommendation to approve a special event, the event being the Girls on the Run Community 5K & Healthy Living Expo beginning and finishing at Heagle Park (Saturday, May 18, 2013 from 9:30 a.m. to 12:00 p.m.), and authorization for the Mayor to sign the special event decision and special event agreement.

This approval is provided based on appropriate insurance coverage provided, as shown on the Certificate of Liability Insurance.

A separate permit is also required for a banner.

**ADMINISTRATIVE COMMENTS/APPROVAL:**

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

**ACTION OF THE CITY COUNCIL:**

Date \_\_\_\_\_

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

**FOLLOW-UP:**

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

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



EMAIL TO DEPT HEADS: \_\_\_\_\_

HFD:  CERT INSURANCE:  Attached  
HPD:  STR CLOSURE:   
HPD SEC: \_\_\_\_\_ BARRICADE MAP:   
HENG: \_\_\_\_\_ CATERING PERMIT:   
AMPL PERMIT:  SIGN PERMIT: \_\_\_\_\_

### SPECIAL EVENT PERMIT APPLICATION

EVENT NAME: Girls on the Run Community 5K & Healthy Living Expo

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

Hoagie Park

#### 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
5/18/13	Start Time: <u>9:30 am</u> End Time: <u>12:00 pm</u>	One Hour Interval: All Day:
	Start Time: _____ End Time: _____	One Hour Interval: All Day:
Date of Set-Up	Start Time: <u>8:00 am</u> End Time: <u>9:00 am</u>	
Date of Tear Down	Start Time: <u>12 pm</u> End Time: <u>1 pm</u>	

#### IV. FEES

Special Event Permit Application Fee \$125  125

Events that meet the following criteria may be exempted from Park Rental Fee by resolution of the City Council:

- Non-profit event that is held annually within the City of Hailey for at least ten consecutive years and consistently draw large numbers of participants and spectators. Tax Exempt #: 45-050-1972
- Promoted locally and regionally within the state and the northwest.

Per Day Park Rental Fee \$200  200

Tax (on park rental fees only) 6%  12

Security Services Deposit  \_\_\_\_\_

TOTAL DUE 337.

#### V. ORGANIZATION INFORMATION

Sponsoring Organization: Girls on the Run

Applicant's Name: Mary Faith Title: ED

Address: Box 7014 City: Ketchum State: ID Zip: 83333

Telephone Day: 708-7063 Evening: 720-4948 FAX: \_\_\_\_\_

Applicant Driver's License #: FA104658K EMAIL: Mary @ girls on the run wv. org

Federal Tax #: 45-0501972 State Tax #: \_\_\_\_\_

#### VI. EVENT INFORMATION

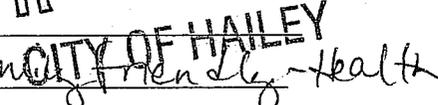
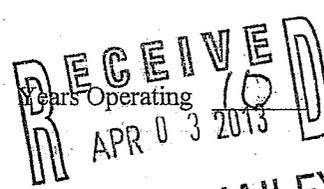
New Event: Yes \_\_\_\_\_ No  Annual Event: Yes  No \_\_\_\_\_

Event Category:  Commercial  Noncommercial

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

Description of Event: Community wide 5K race with family friendly health oriented activities to follow

Additional Details: \_\_\_\_\_





# SPECIAL EVENT APPLICATION

A step by step guide to request, schedule and obtain approval to present a community event within the City of Hailey.

- A **completed** application must be received by the city Special Events Administrator in accordance with City Municipal Code (§12.14.040C) as follows:
  - a) An application for a Special Event involving a Street Closure and anticipated to attract fewer than 250 people at any one time shall be filed at least fourteen (14) calendar days prior to the Special Event.
  - b) An application for a Special Event anticipated to attract 250 to 1,499 people at any one time shall be filed at least thirty (30) calendar days prior to the Special Event.
  - c) An application for a Special Event anticipated to attract 1,500 or more people at any one time shall be filed at least sixty (60) calendar days prior to the Special Event.

- An event plan with logistics is required for all events, including but not limited to: parades, marches, fun runs and walks, concerts, carnivals and fairs, street closures, vendors, and/or alcohol sales. In the Section **VII** you will be required to provide a Certificate of Liability Insurance. In the **SPECIAL EVENT ACTIVITIES & CITY SERVICES REQUESTED** section of this application you will be guided through all information that is required to accompany this application. Examples of required backup are Street Closures & Access Parade Detailed Map, Alcohol Beverage Catering Permit, Amplified Sound Permit, Banner Display Application, please review each category carefully for instructions.

**All applications must be signed.**

- Your application will be evaluated by the city Special Events Administrator. At which time determination will be made as follows:
  - 1. Further information is required, in which case you will be contacted, **or**
  - 2. Your application will be submitted to city departments for review and comments for:
    - A. Preliminary approval with conditions or
    - B. Denial and/or request for further information
- Applications with preliminary departmental approval will be placed on the next City Council Consent Agenda for final approval. You will be contacted with the specific date and time. At that time you are welcome, but not required, to make an appeal to the City Council for your event and any special requirements or waivers that may apply.
- Once your application is approved it is your sole responsibility to coordinate the city services that you requested and were approved with the appropriate city department providing the service.**
- You will be contacted by the city Special Event Administrator a week prior to your event for confirmation of details and to coordinate any special needs.

Visit our website at: [haileycityhall.org](http://haileycityhall.org)

### CONTACT INFORMATION

City of Hailey Public Works Special Event Administrator, Shellie Rubel	Hailey City Hall 115 Main Street S.	208-788-9830 x 22 208-788-2924 fax	<a href="mailto:Shellie.rubel@haileycityhall.org">Shellie.rubel@haileycityhall.org</a> <a href="http://haileycityhall.org">haileycityhall.org</a>
City of Hailey Clerk's Office <i>Provides: Banner information, Alcohol beverage information, Sign information.</i>	Hailey City Hall 115 Main Street S.	208-788-4221 X 0 208-788-2924 fax	<a href="mailto:marv.cone@haileycityhall.org">marv.cone@haileycityhall.org</a> <a href="http://haileycityhall.org">haileycityhall.org</a>
City of Hailey Police Department Chief of Police Jeff Gunter	Hailey City Hall 115 Main Street S.	208-788-3531 208-788-2924 fax	<a href="mailto:jeff.gunter@haileycityhall.org">jeff.gunter@haileycityhall.org</a> <a href="http://haileycityhall.org">haileycityhall.org</a>
City of Hailey Fire Department Fire Chief Mike Chapman	Hailey City Hall 115 Main Street S.	208-788-3147 208-788-2924 fax	<a href="mailto:hfd@haileycityhall.org">hfd@haileycityhall.org</a> <a href="http://haileycityhall.org">haileycityhall.org</a>
Idaho State Tax Commission <i>Provides: Sale of merchandise information.</i>	P.O. Box 5227 Twin Falls, ID 83303	208-736-3040 800-972-7660	
Idaho South Central District Health <i>Provides: Sale of food/beverages inform.</i>	117 Ash St. Bellevue, ID 83313	208-788-4335	<a href="http://phd5.idaho.gov">phd5.idaho.gov</a>
Blaine County Sheriff	P.O. Box 28 Hailey, ID 83333	208-788-5555	

*This page is for your information. You do not need to include it with your application.*

**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: Westpoint Insurance Agent Name: Angela Salcido Phone: 800-318-7709

**HOLD HARMLESS CLAUSE**

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

**SPECIAL EVENT ACTIVITIES & CITY SERVICES REQUESTED**

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

Yes	No	Check all Planned Activities	Yes	No	Check all Planned Activities
	X	<b>Street Closures &amp; Access / Parade (if yes)</b> • 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.		X	Alcohol Served (Free of Charge) (name of provider)
				X	Alcohol Sold Requires Alcohol Beverage Catering Permit (Hailey Code 5.13)
#		<b>Canopies/Tents/Membranes/Temporary Structures (Number &amp; Size(s))</b> City of Hailey Fire Department, Fire Code Enforcement may require a permit for tents, canopies, membrane, or temporary structures over 200 sq. ft.	X		Food/Beverages will be served (List Caterers): <u>TBD</u>
#	X	<b>Security (detail who, number of officers, times. Attach plan)</b>			Vendors items sold/ solicitation
X		<b>Medical Services</b> (Circle) <u>First Aid</u> and/or EMS Services *Determination of EMS services is dependent on event size and type. Who is providing this service: _____		X	
	X	<b>Traffic Control / Shuttle Buses</b> (Number of buses / locations / hours of operation, attach plan.)	#	<u>16</u>	Booths: Profit / <u>(Non-Profit)</u>
#		<b>Electricity / Generators (Size _____)</b> Attach detailed electrical plan.	X		Activities / Entertainment (Agenda) Other equipment or entertainment
	X	<b>Lighting plan: attach plan</b>	X		Signs or Banners: sign permit may be required by the City Planning and Zoning Department
	X	<b>Gray Water Barrel / Grease Barrel</b> (circle /detail # and locations)		X	Stages (Number and Size(s) _____)
X		<b>Sanitation -Trash bins, Dumpsters, Recycle</b> (circle /detail # and locations)	#	X	Barricades. How many identify locations and attach logistics map
#		<b>Porta Toilets / Wash Stations</b> (Quantity <u>ADA</u> <u>Regular</u> _____)	#		EVENT estimated attendance: <u>300</u> Number of staff working event: <u>15</u> Number of volunteers working event: <u>20</u>
	X	<b>Water Drinking / Washing (circle)</b>			Amplified Sound Permit-the allowable sound decibel level - (90) dB maximum

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

Event Organizer's Signature: Mary Faith - 98 - Date: 4/2/13

Girls on the Run Community 5k & Healthy Living Expo Agenda:

Saturday, May 18

- |                   |                               |
|-------------------|-------------------------------|
| 8-9 a.m.          | Set up, course marking        |
| 8:30-9:30 a.m.    | Race registration/Expo Set up |
| 9:30 - 10:30 a.m. | Race                          |
| 9:30 - 12:00 p.m. | Expo                          |
| 12:00-1:00 p.m.   | Clean-up                      |



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
2/12/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. 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).

PRODUCER Westpoint Insurance Group, Ltd. 5920 W. 111th St  Chicago Ridge IL 60415	CONTACT NAME:		
	PHONE (A/C No. Ext): (800) 318-7709	FAX (A/C No.): (708) 636-3915	
	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A:	Lexington Insurance Co.	
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

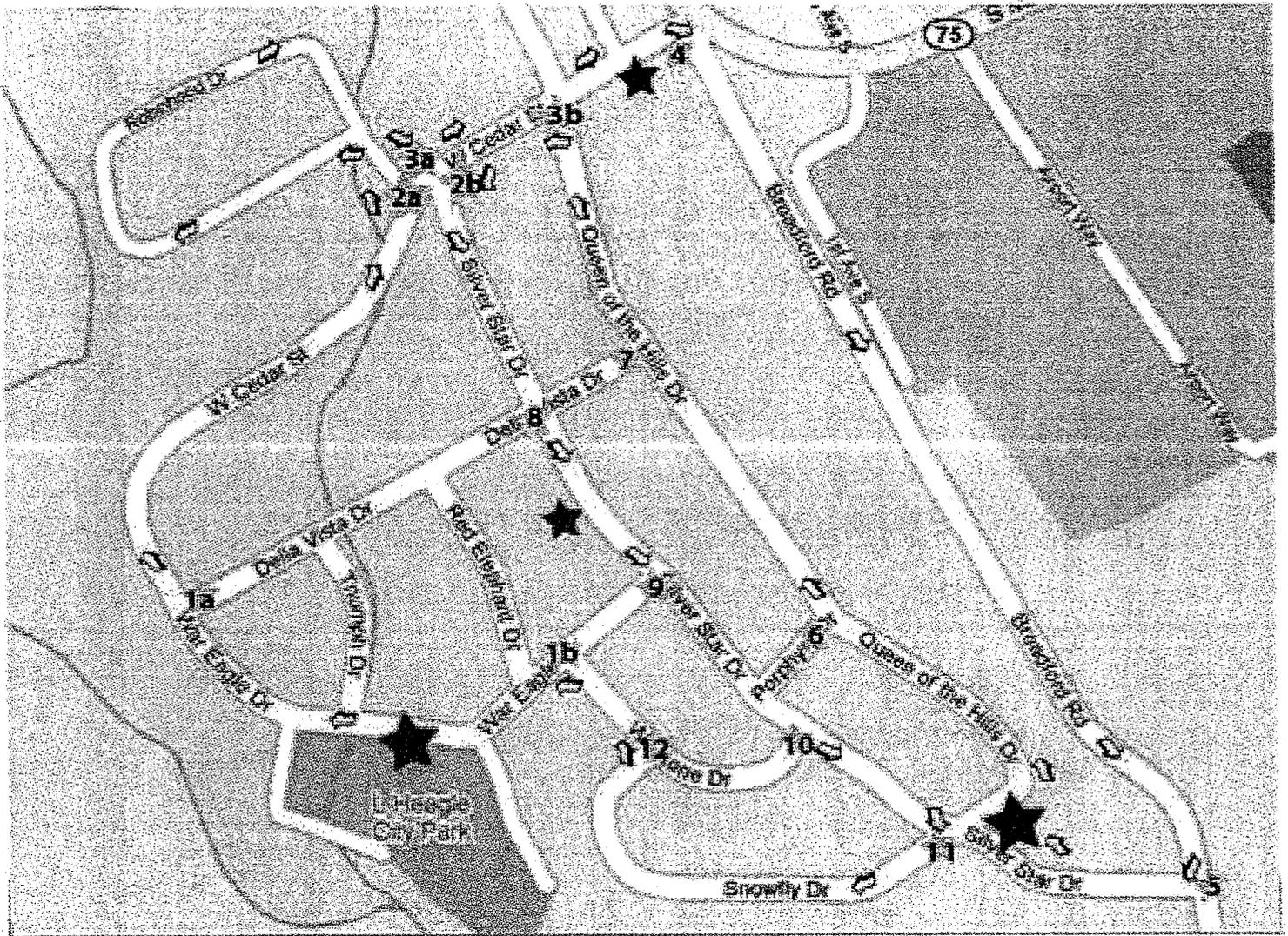
COVERAGES      CERTIFICATE NUMBER: CL1321240262      REVISION NUMBER:

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> INCLUDES ATHLETIC PARTICIPANTS GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X		9472559	03/01/2013	03/01/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Certificate Holder is also additional insured.

<b>CERTIFICATE HOLDER</b>  City of Hailey Blaine County, ID	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  Terri Tomasik/HAM <i>Terri Tomasik</i>



★ RACE START/FINISH  
HEALTHY LIVING EXPO

★ COURSE VOLUNTEER PLACEMENT

★ AID STATION/MILE MARKERS & BEADS





115 MAIN STREET S. SUITE H  
 HAILEY, ID 83333  
 PHONE: (208) 788-4221  
 FAX: (208) 788-2924

INVOICE #	INVOICE DATE
10808	04/09/2013
DUE DATE	CUSTOMER ACCOUNT NUMBER
04/09/2013	422
AMOUNT DUE	TERMS:
337.00	Open Terms

BILL TO:

**GIRLS ON THE RUN**

MARY FAUTH  
 BOX 7016  
 KETCHUM ID 83340

PLEASE DETACH AND RETURN THIS TOP PORTION  
 WITH YOUR PAYMENT BY DUE DATE TO:

CITY OF HAILEY  
 115 S MAIN ST STE H  
 HAILEY, ID 83333

## INVOICE

DESCRIPTION	QUANTITY	CHARGE	EXT. PRICE
PARK SPECIAL EVENTS APPLICATION	1.	125.00	125.00
PARK SPECIAL EVENT PER DAY RENTAL FEE Taxabl	1.		200.00
IDAHO STATE SALES TAX			12.00
			337.00
			TOTAL AMOUNT DUE

THANK YOU FOR YOUR PROMPT PAYMENT  
 For Billing Inquiries Call: (208)788-4221  
 Office Hours: 9:00 a.m. - 5:00 p.m.  
 Monday thru Friday

CITY OF HAILEY  
115 MAIN ST SOUTH STE H  
HAILEY, ID 83333  
208-788-4221

Receipt No: 1.012107      Apr 09, 2013

422  
GIRLS ON THE RUN  
MARY FAUTH  
BOX 7016  
KETCHUM, ID 83340

Previous Balance:	337.00
Accounts Receivable	
A/R Payments	337.00
001-00-10700	
Accts Rec Cash Clearing Acct	

New Current Balance:	.00
----------------------	-----

Check	
Check No: 664	337.00
Total Applied:	337.00

Change Tendered:	.00
------------------	-----

04/09/13 04:49pm

## SPECIAL EVENT AGREEMENT

In consideration of the granting of a special event permit by the City of Hailey ("the City") for the Girls on the Run Community 5K & Healthy Living Expo, to be held on Saturday, May 18, 2013 (beginning and finishing at Heagle Park) from 9:30 a.m. to 12:00 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 6th day of May 2013.

APPLICANT:

By: \_\_\_\_\_

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

CITY OF HAILEY:

By: \_\_\_\_\_  
Fritz Haemmerle, its Mayor

ATTEST:

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

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

## DECISION

Based on the Application for a Special Event Permit for the Girls on the Run Community 5K & Healthy Living Expo, 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. No additional Conditions

DATED this 6th day of May 2013.

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