

**AGENDA ITEM SUMMARY**

DATE: 6/28/10 DEPARTMENT: Engr DEPT. HEAD SIGNATURE: 

**SUBJECT:** Motion to award the Safe Routes to School contract for the Woodside bike path connection to Valley Paving subject to final review by ITD.

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

**BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:**

There were two bids received for this project. The bid from Valley Paving was low and is attached. ITD has requested some additional information for their review prior to their authorizing award. This information has been provided.

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

**ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS:** (IF APPLICABLE)  
\_\_\_\_ City Attorney \_\_\_\_\_ Clerk / Finance Director \_\_\_\_\_ Engineer \_\_\_\_\_ Building  
\_\_\_\_ Library \_\_\_\_\_ Planning \_\_\_\_\_ Fire Dept. \_\_\_\_\_  
\_\_\_\_ Safety Committee \_\_\_\_\_ P & Z Commission \_\_\_\_\_ Police \_\_\_\_\_  
\_\_\_\_ Streets \_\_\_\_\_ Public Works, Parks \_\_\_\_\_ Mayor \_\_\_\_\_

**RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:**

**ADMINISTRATIVE COMMENTS/APPROVAL:**

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

**ACTION OF THE CITY COUNCIL:**

Date \_\_\_\_\_

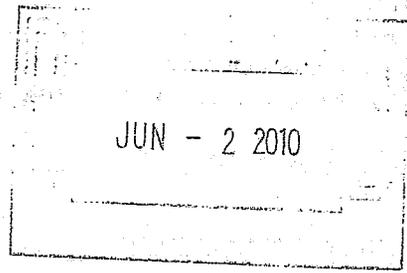
City Clerk \_\_\_\_\_

**FOLLOW-UP:**

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

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

**BID FORM**



**PROJECT IDENTIFICATION:**

CITY OF HAILEY  
WOODSIDE ELEMENTARY SAFE ROUTES TO SCHOOL

**THIS BID IS SUBMITTED TO:**

City of Hailey  
City Engineer  
115 Main Street South  
Hailey, ID 83333

**1.01** The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

**2.01** Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. The Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of OWNER.

**3.01** In submitting this Bid, Bidder represents, as set forth in the Agreement, that:

A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of all which is hereby acknowledged.

<u>Addendum No.</u>	<u>Addendum Date</u>	<u>Initial</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.

D. Bidder has carefully studied all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site. Bidder acknowledges that Owner does not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bidding Documents with respect to Underground Facilities at or contiguous to the site.

E. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.

F. Bidder is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Bidding Documents.

G. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.

H. Bidder has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by ENGINEER is acceptable to Bidder.

I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

**4.01** Bidder further represents that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any individual or entity to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

**PROJECT:**

**WOODSIDE ELEMENTARY SAFE ROUTES TO SCHOOL PROJECT**

<u>ITEM</u>	<u>Unit</u>	<u>Qty</u>	<u>Unit Cost</u>	<u>Item Cost</u>
1. Stripping & Grubbing – General	SY	1176	\$ <u>4.27</u>	\$ <u>5,021.52</u>
2. Excavation & Embankment	CY	200	\$ <u>21.90</u>	\$ <u>4,380.00</u>
3. 10' Asphalt Bike Path	SY	803	\$ <u>10.30</u>	\$ <u>8,270.90</u>
4. ¾" Leveling Course	SY	1100	\$ <u>4.55</u>	\$ <u>5,005.00</u>
5. 2" Minus Base Course	SY	70	\$ <u>16.91</u>	\$ <u>1,183.70</u>
6. Speed Hump & Traffic signs	LS	1	\$ <u>3,500.00</u>	\$ <u>3,500.00</u>
7. Traffic Control	LS	1	\$ <u>1,000.00</u>	\$ <u>1,000.00</u>
8. Traffic Road Marking	LS	1	\$ <u>350.00</u>	\$ <u>350.00</u>
TOTAL OF ALL PRICES			(\$ <u>28,711.12</u> )	

TOTAL WRITTEN IN WORDS

Twenty-eight thousand seven hundred eleven dollars & Twelve cents  
(Lowest Total Price will be considered as the low Bidder)

6.01 Bidder agrees that the Work will be substantially completed and completed and ready for final payment in accordance with paragraph 14.07.B of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified above, which shall be stated in the Agreement.

6.03 Bidder agrees to comply with Idaho Code 44-1001 through 44-1005, regarding employment of Idaho residents.

7.01 The following documents are attached to and made a condition of this Bid:

A. Required Bid security in the form of A Bid Bond or Cashier's Check;

B. Bidder shall include in his Bid the name, or names and address, or addresses, and Idaho Public Works Contractor License Numbers of the Subcontractors who shall, in the event the Bidder secures the Contract, subcontract the plumbing, heating and air-conditioning work, and electrical work under the general Contract;

C. In addition to subcontractors for plumbing, heating and air-conditioning work, and electrical work, provide the names and addresses of the additional subcontractors, suppliers, individuals or entities called for in the Instructions to Bidders (include Idaho Public Works Contractor License Numbers for any subcontractors);

D. Required bidder qualifications statement with supporting data; and

8.01 The terms used in this Bid with initial capital letters have the meanings indicated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

SUBMITTED on June 2, 2010

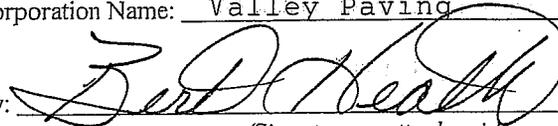
Idaho Public Works Contractor License No. PWC-12316-U-2

Expiration Date 7/31/2010

A Corporation

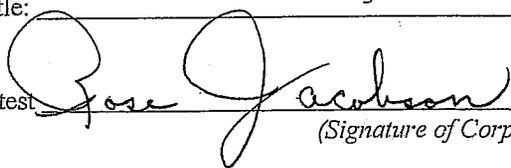
Lakeside Industries, Inc. DBA

Corporation Name: Valley Paving (SEAL)

By:   
(Signature - attach evidence of authority to sign)

Name (typed or printed): Bert Heath

Title: Division Manager

Attest:  (CORPORATE SEAL)  
(Signature of Corporate Secretary)

Business address: PO Box 775  
Bellevue, Idaho 83313

Phone No.: 208-788-2284 FAX No.: 208-788-2195

State of Incorporation: Wash.

Type (General Business, Professional, Service, Limited Liability): Asphalt paving & related works.

Date of Qualification to do business is 4/1/79



Lakeside Industries, Inc.  
Public Works Lic. # 12316-U-2

October 27, 2008

To Whom it May Concern

This is to certify that Mr. Bert Heath, Manager is authorized to execute Bid, Contract and related documents on behalf of Lakeside Industries, Inc. dba Valley Paving.

Lakeside Industries, Inc.

  
By: Michael Lee, President

  
By: Henry R. Waggoner, Secretary  
Treasurer

P.O. Box 7016, Issaquah, WA 98027 • (425) 313-2600 • (425) 313-2620/FAX

AN EQUAL OPPORTUNITY EMPLOYER • WA ST. CONT. REG. NO. 223.01 LA. KE. 51. • 274JD • OR. ST. CONT. REG. NO. CCB105311

**BID BOND**

Conforms with The American Institute of Architects, A.I.A. Document No. A-310

KNOW ALL BY THESE PRESENTS, That we, Lakeside Industries, Inc. DBA Valley Paving

P.O. Box 775, Bellevue, Idaho 83313

\_\_\_\_\_ as Principal, hereinafter called the Principal,  
and the Travelers Casualty and Surety Company of America

of Bellevue, Washington, a corporation duly organized under

the laws of the State of Connecticut, as Surety, hereinafter called the Surety, are held and firmly bound unto

City of Hailey as Obligee, hereinafter called the Obligee,

in the sum of Five Percent (5%) of the Total Amount of Bid -----

Dollars ( 5% ), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for City of Hailey, Woodside Elementary Bike Path - Safe Routes to School

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 2nd day of June, 2010

Rose Jacobson  
Witness

Lakeside Industries, Inc. DBA Valley Paving (Seal)  
Dee P. Heath Principal  
Division Manager Title

Jana M. Day  
Witness

Travelers Casualty and Surety Company of  
By Susan B. Larson  
Susan B. Larson Attorney-in-Fact



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 221827

Certificate No. 003589624

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Carl Newman, Deanna M. Meyer, Karen P. Dever, Jill A. Boyle, Stuart A. O'Farrell, Susan B. Larson, Scott Fisher, Lillian Tse, Kara N. Harmala, Benjamin L. Wolfe, Elizabeth R. Hahn, and Jana M. Roy

of the City of Bellevue, State of Washington, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 6th day of April, 2010.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
George W. Thompson, Senior Vice President

On this the 6th day of April, 2010, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2011.



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kori M. Johanson, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 2nd day of June, 2010

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

*Kori M. Johanson*  
Kori M. Johanson, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at [www.travelersbond.com](http://www.travelersbond.com). Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

AGENDA ITEM SUMMARY

DATE: 6/28/2010

DEPARTMENT: Legal

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

SUBJECT:

Summary of Hailey Ordinance No. 1059 (Zoning Ordinance amendments to definitions)

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

I am enclosing a proposed summary of Hailey Ordinance No. 1059, which requires approval by the City Council.

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:

Motion to approve the summary of Hailey Ordinance No. 1059.

FOLLOW-UP REMARKS:

## SUMMARY OF HAILEY ORDINANCE NO. 1059

The following is a summary of the principal provisions of Ordinance No. 1059 of the City of Hailey, Idaho, duly passed and adopted June 14, 2010, by the City Council and Mayor of the City of Hailey:

AN ORDINANCE OF THE CITY OF HAILEY, IDAHO, AMENDING HAILEY'S ZONING ORDINANCE, ORDINANCE NO. 532, BY AMENDING ARTICLE 2, DEFINITIONS ADDING DEFINITIONS RELATED TO DESIGN REVIEW STANDARDS AND CLARIFYING THE DEFINITION OF HOME OCCUPATION; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE; AND PROVIDING FOR THE EFFECTIVE DATE OF THIS ORDINANCE UPON PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW.

Hailey Ordinance No. 1059 amends Hailey Zoning Ordinance No. 532, as follows:

**Section 1** amends Article 2 of Hailey Zoning Ordinance No. 532 to add definitions for Compatibility, Elevation, Enclosure, Façade, Fenestration, Gable, Human Scale, Infill, Mass, Mural, Pedestrian-oriented and Sidewalk, and to clarify the definition of Home Occupation.

**Section 2** provides for a severability clause.

**Section 3** provides for a repealer clause.

**Section 4** provides for an effective date of the ordinance.

The full text of Ordinance No. 1059 is available at Hailey City Hall at 115 South Main Street, Suite H, Hailey, Idaho 83333 and will be provided to any citizen upon request during regular business hours.

### CERTIFICATION OF CITY ATTORNEY

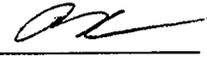
I, the undersigned Attorney at Law, as attorney for the City of Hailey, Idaho, hereby certify that I have read the foregoing summary of Ordinance No. 1059 of the City of Hailey, that I have compared it to the full text of Ordinance No. 1059, and that in my opinion, the above summary is true and complete and provides adequate notice to the public of the contents of said Ordinance.

Dated this 28<sup>th</sup> day of June, 2010.

\_\_\_\_\_  
Ned Williamson, Hailey City Attorney

Publish: Idaho Mountain Express, June 30, 2010

AGENDA ITEM SUMMARY

DATE: 06/28/10 DEPARTMENT: Public Works DEPT. HEAD SIGNATURE: 

SUBJECT:

Request approval for Relay for Life Special Event on 07/09/10 at WRHS Track.

AUTHORITY:  ID Code \_\_\_\_\_  IAR \_\_\_\_\_  City Ordinance/Code Chapter 12.14  
(IFAPPLICABLE)

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: (IFAPPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Special Event Heads approved with the following comments:

- Signs and Banners displayed for more than 72 hrs. require a permit from the Hailey Planning & Zoning Department.
- This special event is within the General Residential (GR) zoning district. No provisions exist within the zoning code to address special events within this zoning district; however the Special Event standards address and mitigate neighborhood impacts.
- Only track lighting is currently approved.

FOLLOW-UP REMARKS:

## DECISION

Based on the Application for a Special Event Permit for the Relay for Life, 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.

### Other Condition

- a. Signs and Banners displayed for more than 72 hrs. require a permit from the Hailey Planning & Zoning Department.
- b. This special event is within the General Residential (GR) zoning district. No provisions exist within the zoning code to address special events within this zoning district; however the Special Event standards address and mitigate neighborhood impacts.
- c. Only track lighting is currently approved.

DATED this 28<sup>th</sup> day of June, 2010.

CITY OF HAILEY

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

Rick Davis, its Mayor

ATTEST:

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

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

## AGREEMENT

In consideration of the granting of a special event permit by the City of Hailey ("the City") for the Relay for Life that will occur on July 9-10, 2010 from 6:00 p.m. to 8:00 a.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 28<sup>th</sup> day of June, 2010.

APPLICANT:

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

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

CITY OF HAILEY:

By: \_\_\_\_\_  
Rick Davis, its Mayor

ATTEST:

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

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



RECEIVED JUN 02 2010

# SPECIAL EVENT PERMIT APPLICATION

I. EVENT NAME: Relay For Life of Blaine County

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

Public Property  Private Property

Wood River High School

### 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
July 9, 2010	Start Time: 6:00 pm End Time:	One Hour Interval: All Day: 200
July 10, 2010	Start Time: End Time: 8:00 am	One Hour Interval: All Day: 200
Date of Set-Up		
July 9, 2010	Start Time: 8:00 am End Time:	20 - 30
Date of Tear Down		
July 10, 2010	Start Time: End Time: 12:00 pm	20 - 30

### IV. FEES

Special Event Permit Application Fee	\$125	<input checked="" type="checkbox"/>	<u>\$125</u>
Per Day Park Rental Fee	\$200	<input type="checkbox"/>	_____
Security Deposit	\$500	<input type="checkbox"/>	_____
Tax (on park rental fees only)	6%	<input type="checkbox"/>	_____
<b>TOTAL DUE</b>			<u><u>\$125</u></u>
Additional Deposit Required		<input type="checkbox"/>	_____

### V. ORGANIZATION INFORMATION

Applicant's Name: Megan Records Title: Community Relationship Manager  
Mailing Address: 2676 S. Vista Avenue Zip Code: 83705  
Street Address: \_\_\_\_\_ City: Boise State: ID  
Day Telephone: 208. 422. 0175 Evening Telephone: 208. 866. 7629  
FAX Number: 208. 343. 9922 E-Mail Address: Megan.records@cancer.org

Applicant Driver's License #: 2D258760K  
Sponsoring Organization: AMERICAN CANCER SOCIETY  
Non-Profit:  Yes  No Tax Exempt #: \_\_\_\_\_  
Federal Tax #: 841316555 State Tax #: \_\_\_\_\_

**VI. EVENT INFORMATION**

New Event: Yes \_\_\_\_\_ No X Annual Event: Yes X No \_\_\_\_\_ Years Operating 10  
Event Category:  Commercial  Noncommercial  
Estimate of Gross Ticket Sales & Revenues (commercial event only): \_\_\_\_\_

Description of Event:  
Relay For Life is an overnight event, where teams of people, continuously walk around the track, and fundraise to see an end to cancer. There will be music, food, games & activities to entertain

Additional Details:  
participants for the duration of relay. The event starts with survivors taking the first lap followed by a reception for survivors & caregivers. The Luminaria ceremony will be at dusk to honor & remember those who lost their battle to cancer.

**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: Wachovia Insurance Agent Name: \_\_\_\_\_  
Address: 4401 Northside Pkwy, Suite 400 Phone: 770-850-0050  
Atlanta, GA 30327

**HOLD HARMLESS CLAUSE**

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

(Attach any additional pages as needed)

# SPECIAL EVENT ACTIVITIES & CITY SERVICES REQUESTED

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

Yes	No	Check all Planned Activities	Yes	No	Check all Planned Activities
	X	Street Closures & Access / Parade Detailed map listing areas of closure, parade route is required. An ITD permit is required for Main Street.		X	Alcohol Served (Free of Charge) (name of provider)
	X	Street Closures & Access /Parade require your Event Coordinator to notify all affected businesses, churches schools and neighborhoods	maybe	X	Alcohol Sold Requires Alcohol Beverage Catering Permit (Hailey Code 5.13)
#10		Canopies/Tents/Membranes/Temporary Structures (Number & Size(s) City of Hailey Fire Department, Fire Code Enforcement	#	X	Food/Beverages will be served (List Caterers): <i>Still securing</i>
X		Medical Services (Circle) <u>First Aid</u> and/or EMS Services Who is providing services? <u>ACS</u>			Vendors items sold/ solicitation
#	X	Security (detail who, number of officers, times. Attach plan)	#	10-15	Booths: Profit / <u>(Non-Profit)</u>
#		<u>Traffic Control</u> / Shuttle Buses (Number of buses / locations / hours of operation, attach plan)	X		Lighting plan: attach plan <i>Does the city track lights → have any add'l</i>
#1		Electricity / Generators (Size <u>Small - D.S.</u> ) Attach detailed electrical plan. <i>Will provide to use for sound.</i>			Activities / Entertainment (Agenda) Other equipment or entertainment
			X		Signs or Banners: sign permit may be required by the City Planning and Zoning Department
X		Water <u>Drinking</u> / Washing (circle)	MAYBE		Stages (Number and Size(s)) <i>IF YES - 1 flatbed truck</i>
	X	Gray Water Barrel / Grease Barrel (circle /detail # and locations)	#	X	Barricades. How many identify locations and attach logistics map
X		Sanitation <u>20</u> <u>5</u> (Trash bins, Dumpsters, Recycle) <i>AROUND TRACK</i>	#	200	EVENT estimated attendance
#	X	Porta Toilets / Wash Stations (Quantity <u>ADA</u> <u>Regular</u> )	#	2	Number of staff working event
			#	15	Number of volunteers working

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

Event Organizer's Signature: Megan Kelly Date: 5-18-10

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

PRODUCER Wachovia Insurance Serv-AT, GA 4401 Northside Pkwy, Suite 400 Atlanta, GA 30327-3078 770 850-0050	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED American Cancer Society, Great West Division, Inc. 2255 South Oneida Denver, CO 80224	INSURER A: Travelers Property Casualty Co of Am	25674
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

**COVERAGES**

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

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	TC2JGLSA487D6449TIL09	09/01/09	09/01/10	EACH OCCURRENCE	\$1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000
						MED EXP (Any one person)	\$2,500
						PERSONAL & ADV INJURY	\$1,000,000
						GENERAL AGGREGATE	\$25,000,000
						PRODUCTS - COMP/OP AGG	\$2,000,000
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	TC2JCAP487D6450TIL09	09/01/09	09/01/10	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN EA ACC	\$
						AUTO ONLY: AGG	\$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
							\$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	TC2JUB487D622809	09/01/09	09/01/10	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTHER
A	TRJUB487D643709		09/01/09	09/01/10	E.L. EACH ACCIDENT	\$500,000	
					E.L. DISEASE - EA EMPLOYEE	\$500,000	
					E.L. DISEASE - POLICY LIMIT	\$500,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Certificate holder is included as Additional Insured, but only with respect to liability arising from the negligence of American Cancer Society, Great West Division, Inc. during the Relay For Life of Blaine County at Wood River High School, 950 Fox Acres Road, Hailey, ID 83333 on July 9 at 6:00pm to July 10 at 8:00am, 2010.

**CERTIFICATE HOLDER**

Blaine County School District  
 2676 South Vista Avenue  
 Boise, ID 83705

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

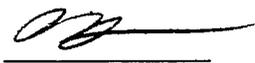
For WIS by:



**AGENDA ITEM SUMMARY**

DATE: 06/28/2010 DEPARTMENT: Public Works

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



**SUBJECT:**

Request approval for BCRD 4<sup>th</sup> of July Criterium (Bike Race) Special Event.

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

**BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:**

Please see attached application.

**FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:**

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

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

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

**RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:**

Special Event Heads have reviewed and approved with recommendations.

- List of contact cell phone numbers for that day will need to be provided.
- Applicant to provide barricades for side street closures.
- Signs and Banners displayed for more than 72 hrs. require a permit from the Hailey Planning & Zoning Department.
- This special event is within the Business (B) zoning district and Arts, Entertainment, and Recreation is a permitted use.

**FOLLOW-UP REMARKS:**

\*

## DECISION

Based on the Application for a Special Event Permit for the BCRD 4<sup>th</sup> of July Criterium, 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. The Applicant shall maintain in full force and effect general liability coverage during the Special Event(s) in the amount of \$1,000,000, with the City of Hailey as an additional named insured.

### Other Condition

- a. List of contact cell phone numbers for that day will need to be provided.
- b. Applicant to provide barricades for side street closures.
- c. Signs and Banners displayed for more than 72 hrs. require a permit from the Hailey Planning & Zoning Department.
- d. This special event is within the Business (B) zoning district and Arts, Entertainment, and Recreation is a permitted use.

DATED this 28<sup>th</sup> day of June, 2010.

CITY OF HAILEY

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

Rick Davis, its Mayor

ATTEST:

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

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

## AGREEMENT

In consideration of the granting of a special event permit by the City of Hailey ("the City") for the BCRD 4<sup>th</sup> of July Criterium that will occur on July 4, 2010 from 1:30 p.m. to 4:00 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 28<sup>th</sup> day of June, 2010.

APPLICANT:

By: \_\_\_\_\_  
(please sign and print name and title, if applicable)

CITY OF HAILEY:

By: \_\_\_\_\_  
Rick Davis, its Mayor

ATTEST:

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

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



RECEIVED

MAY 25 2010

SPECIAL EVENT PERMIT APPLICATION

I. EVENT NAME: BCRD 4th of July Criterium #1890

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

Public Property Private Property

SEE ATTACHED MAP

III. EVENT SCHEDULE

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

Table with 3 columns: Date(s) of Event, Hours, Estimated # of Attendees. Rows include event dates (7-4-2010) and times (Start/End) for the main event and set-up/tear-down periods.

IV. FEES

Special Event Permit Application Fee \$125
Per Day Park Rental Fee \$200
Security Deposit \$500
Tax (on park rental fees only) 6%
TOTAL DUE
Additional Deposit Required

Handwritten '125' and '125' with a diagonal slash through the middle row.

V. ORGANIZATION INFORMATION

Applicant's Name: ERIC RECTOR Title: TRAILS DIRECTOR
Mailing Address: 1050 FOX ACRE'S RD Zip Code: 83340
Street Address: City: State:
Day Telephone: 208 720 6719 Evening Telephone:
FAX Number: 208 788-2168 E-Mail Address: erector@burd.org

Applicant Driver's License #: FA 102014 J  
Sponsoring Organization: BCRD  
Non-Profit:  Yes  No Tax Exempt #: \_\_\_\_\_  
Federal Tax #: 04-3698138 State Tax #: \_\_\_\_\_

**VI. EVENT INFORMATION**

New Event: Yes \_\_\_\_\_ No  Annual Event: Yes  No \_\_\_\_\_ Years Operating 3

Event Category:  Commercial  Noncommercial

Estimate of Gross Ticket Sales & Revenues (commercial event only): 1000.<sup>00</sup>

Description of Event: ALL AGES bike Race

Additional Details:

**VII. INSURANCE REQUIREMENTS**

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

Insurance Company: WOOD RIVER INS Agent Name: GREG Bloomfield

Address: 410 N MAIN Hailey Phone: \_\_\_\_\_

**HOLD HARMLESS CLAUSE**

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

(Attach any additional pages as needed)

# SPECIAL EVENT ACTIVITIES & CITY SERVICES REQUESTED

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

Yes	No	Check all Planned Activities	Yes	No	Check all Planned Activities
X		<b>Street Closures &amp; Access / Parade</b> Detailed map listing areas of closure, parade route is required. An ITD permit is required for Main Street.		X	Alcohol Served (Free of Charge) (name of provider)
				X	Alcohol Sold Requires Alcohol Beverage Catering Permit (Hailey Code 5.13)
X		Street Closures & Access /Parade require your Event Coordinator to notify all affected businesses, churches schools and neighborhoods		X	Food/Beverages will be served (List Caterers):
#	X	<b>Canopies/Tents/Membranes/Temporary Structures</b> (Number & Size(s) City of Hailey Fire Department, Fire Code Enforcement	#		Vendors items sold/ solicitation
	X	<b>Medical Services</b> (Circle) First Aid and/or EMS Services Who is providing services? _____		X	
#	X	<b>Security</b> (detail who, number of officers, times. Attach plan)	#		Booths: Profit / Non-Profit
X		<b>Traffic Control / Shuttle Buses</b> (Number of buses / locations / hours of operation, attach plan.)		X	Lighting plan: attach plan
#	X	<b>Electricity / Generators</b> (Size <u>1000 WATT</u> ) Attach detailed electrical plan. <u>BR PA</u>		X	Activities / Entertainment (Agenda) Other equipment or entertainment
				X	Signs or Banners: sign permit may be required by the City Planning and Zoning Department
X		Water Drinking / Washing (circle)		X	Stages (Number and Size(s) _____)
	X	<b>Gray Water Barrel / Grease Barrel</b> (circle /detail # and locations)	#	X	AS MANY AS WE CAN GET FROM Barricades. How many the city identify locations and attach logistics map
	X	<b>Sanitation</b> -Trash bins, Dumpsters, Recycle (circle /detail # and locations)	#	200	EVENT estimated attendance
#		<b>Porta Toilets / Wash Stations</b> (Quantity ADA Regular)	#	10	Number of staff working event
4		4	#	40	Number of volunteers working

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

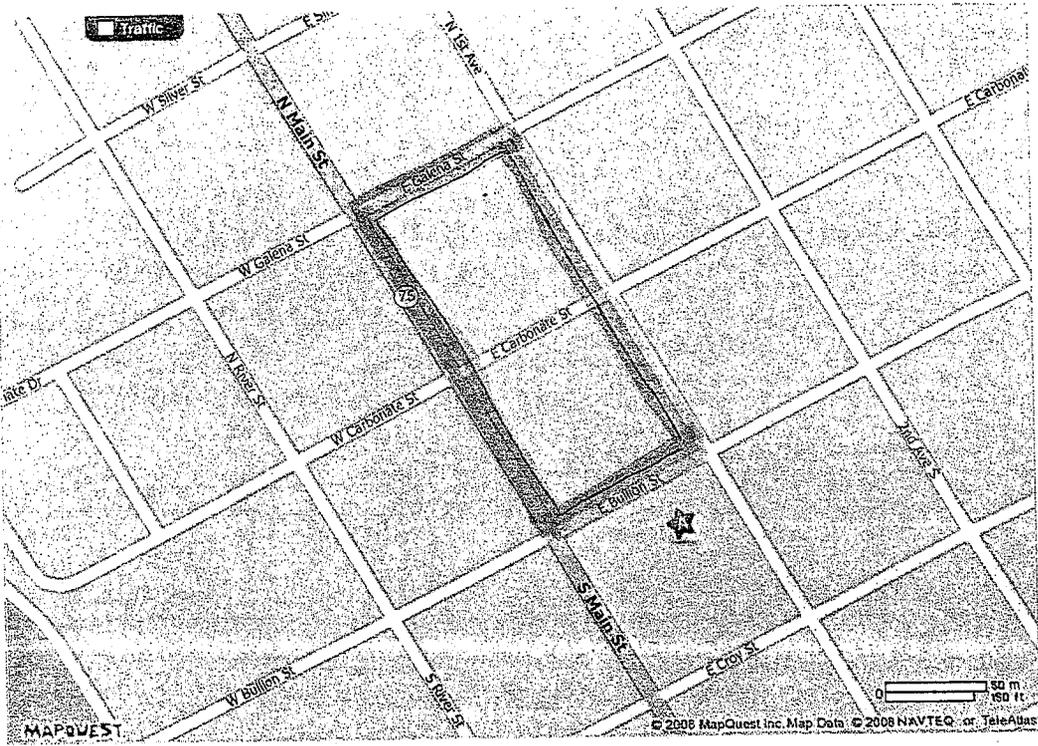
Event Organizer's Signature: Qui Recta

Date: 5-25-10



Sorry! When printing directly from the browser your directions or map may not print correctly. For best results, try clicking the Printer-Friendly button.

★ Hailey, ID



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Directions and maps are informational only. We make no warranties on the accuracy of their content, road conditions or route usability or expeditiousness. You assume all risk of use. MapQuest and its suppliers shall not be liable to you for any loss or delay resulting from your use of MapQuest. Your use of MapQuest means you agree to our [Terms of Use](#)

**CERTIFICATE OF INSURANCE**

Issue Date: Friday, March 05, 2010 9:55:08 AM

**Agent for Public Entity:**

Greg Bloomfield  
Wood River Ins Inc  
410 N Main  
Hailey ID 83333-

This certificate is issued as evidence of the insurance coverage provided to the named Insuring Participant. It does not amend, extend or alter the coverage afforded by the policies below. It does not extend coverage beyond that permissible by the Idaho Tort Claims Act (Title 6, Chapter 9, Idaho Code)

**Insuring Pool Participant:**

Blaine County Recreation District  
1050 Fox Acres Rd #107  
Hailey ID 83333-

**PROGRAM AFFORDING COVERAGE:**

Idaho Counties Risk Management Program, Underwriters

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.

Section Number	Type of Insurance -Coverage Form	Policy Number	Effective Date	Expiration Date	Deductible:
		29A13018100109	October 1, 2008	September 30, 2010	\$500
					<b>Limits</b>

I	PROPERTY INSURANCE -OCCURRENCE FORM	A. Buildings, Structures and Personal Property B. Automobile and Mobile Equipment Physical Damage C. Operational Disruption Expense D. Valuable Papers and Records			Amount Reported in Schedule of Values and with limits, conditions and exclusions	
					For Claims Brought Pursuant to Title ,Ch.9, Idaho Code	For All Other Covered Liability Claims
II	COMPREHENSIVE GENERAL LIABILITY -OCCURRENCE FORM	A.General Liability	Each Occurrence	\$500,000	\$3,000,000	
		B. Premises Medical Payments	Each Person Each Accident		\$5,000 \$100,000	
		C. Law Enforcement Liability	Each Occurrence	\$500,000	\$3,000,000	
III	AUTOMOBILE LIABILITY -OCCURRENCE FORM	A.Automobile Liability	Each Occurrence	\$500,000	\$3,000,000	
		B. Automobile Medical Payments	Each Person Each Accident		\$5,000 \$100,000	
		C. Uninsured Motorist	Each Occurrence		\$500,000	
IV	ERRORS AND OMISSIONS -CLAIMS MADE FORM	ERRORS AND OMISSIONS LIABILITY Employee Medical Ins Benefit Liability	Each Occurrence	\$500,000	\$3,000,000	
V	CRIME INSURANCE -OCCURRENCE FORM (INCLUDES PUBLIC OFFICIALS' SURETY-IN-LIEU)	A.Employee Dishonesty B. Money and Securities (within premises) C. Money and Securities (outside premises) D. Money Orders and Counterfeit Currency E. Depositors Forgery	Each Occurrence		\$500,000	
VI	BOILER AND MACHINERY -OCCURRENCE FORM	A.Damaged Property B. Expediting Expenses C. Buisness Income and Extra Expense D. Spoilage Damage E. Utility Interruption F. Newly Acquired Premises G. Ordinance or Law H. Errors and Omissions	Each Occurrence Each Occurrence Each Occurrence Each Occurrence Each Occurrence Each Occurrence Each Occurrence General Aggregate		Varies Per Item \$2,500,000 Included \$1,000,000 \$2,500,000 \$5,000,000 \$5,000,000 \$10,000,000 \$100,000,000	

**Description of Operations/Locations/Vehicles/Restrictions/Special Items:**

BCRD 4th of July Hailey Criterium 7-4-2010

Evidence of Insurance

Certificate Holder: Lease/Loan #:

City of Hailey

115 Main Street S, Ste H

Hailey

ID

83333

**Cancellation**

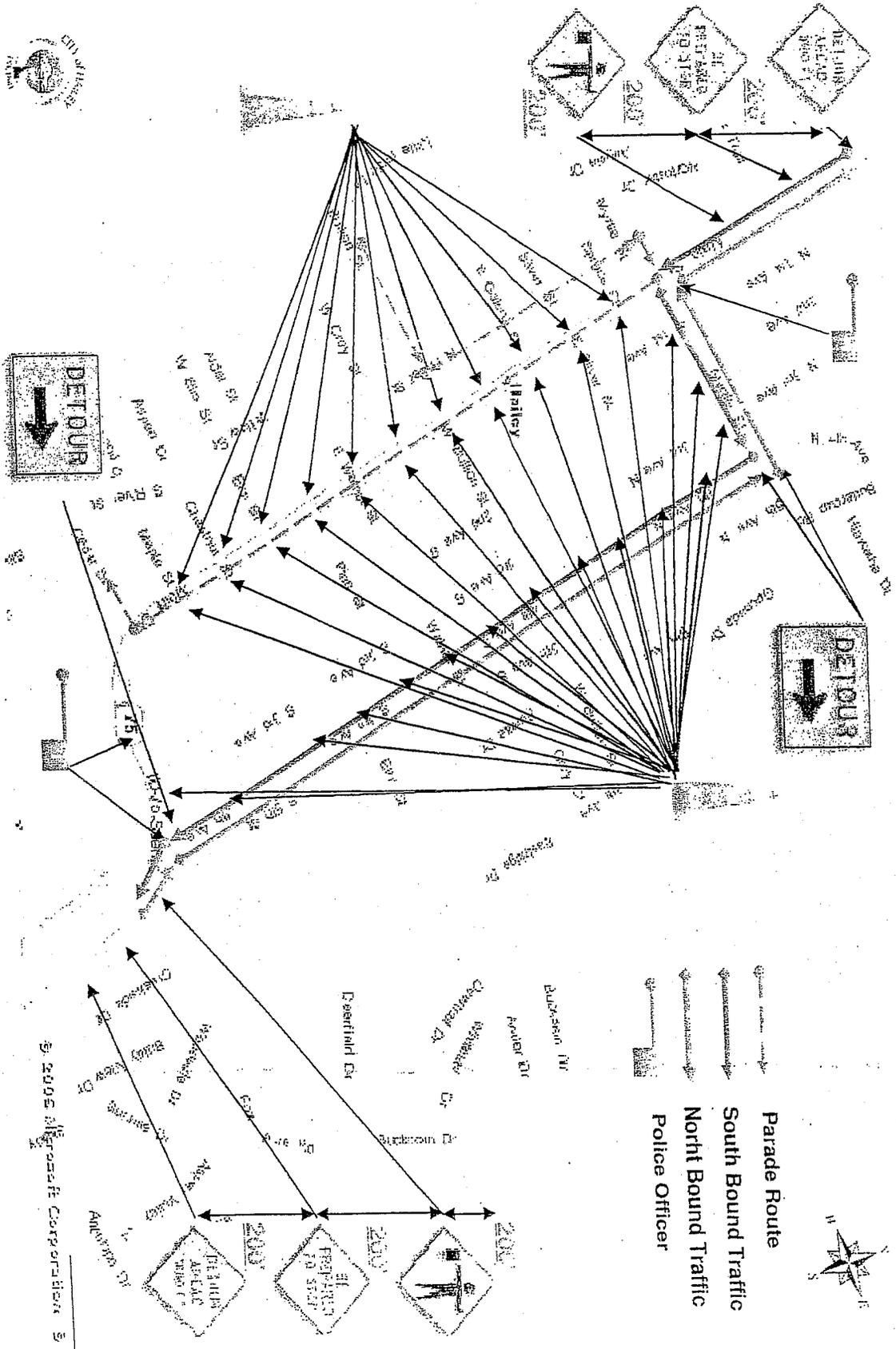
Should any of the above described policies be cancelled before the expiration date thereof, the issuing Program will mail within 30 days written notice to the certificate holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the Program, its agents or representatives.

Authorized Representative

*Shery Harmon*

ICRMP 10/09

HAILEY 4th of JULY TRAFFIC DETOUR ROUTE



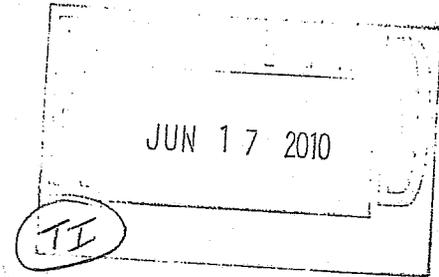
ALL SIGNS WILL BE RETRO REFLECTIVE 48" X 48"  
 CONES WILL BE 36" WITH RETRO REFLECTIVE STRIPES  
 ALL SIGN SPACING WILL BE AT 200'

THERE WILL BE 8 CONES PER INTERSECTION ON MAIN ST



June 16, 2010

Blaine County Recreation District  
Eric Rector  
1050 Fox Acres Road  
Hailey, ID 83333



RE: BCRD 4<sup>th</sup> of July CRIT

Dear Mr. Rector:

This letter is to inform you that your request for use of State Highways for a special event has been approved. Enclosed is the agreement for the BCRD 4<sup>th</sup> of July CRIT scheduled July 4, 2010, on State Highway 75, from East Bullion Street MP 116.534 to East Galena Street MP 116.688.

Traffic control should be in conformance with the MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES as adopted by the Idaho Transportation Department and/or manned by uniformed police officers.

We are returning a signed/approved copy of the agreement to you. If you have any questions call me at 886-7853. Good luck with your event.

Sincerely,

**ORIGINAL SIGNED BY**

DAVE JENSEN, TTS  
D-4, Permit Coordinator

Enclosures

cc: Mayor Richard Davis, City of Hailey (115 Main Street S., Hailey, ID 83333)  
Cpt. Rob Storm, Idaho State Police (218 West Yakima Jerome, ID 83338-5904)  
Sheriff Walt Femling, Blaine County (1650 Aviation Drive, Hailey, ID 83333)  
Chief of Police Jeff Gunter, City of Hailey (115 Main Street S., Hailey, ID 83333)  
Trina Isaacs, City of Hailey (115 Main Street S., Hailey, ID 83333)