

AGENDA ITEM SUMMARY

DATE: 07/21/2014 DEPARTMENT: PW DEPT. HEAD SIGNATURE: MP

**SUBJECT:** Review of change orders (costs) #2 and #3, to replace the domestic water line at Lions Park and cost for additional materials, beyond the quantity of materials listed in the contract. Review of change orders (credits) #1 and #4, for materials that were not used.

*SLUDER CONSTRUCTION*

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

**BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:**

**Replace domestic main line:** The irrigation project at Lion's Park that began this May coincided with multiple breaks we found in the main domestic line at Lion's Park. We requested Sluder Construction, the chosen contractor for the irrigation project, also replace the main line since the two projects (irrigation work and main line replacement) were in close proximity to each other and the main line had to be fixed prior to the irrigation work commencing. The project cost was added to the irrigation work contract. The additional cost (change order #2) to replace the main line is \$5424.99. This is a water replacement fund expense.

**Irrigation Project - Additional Materials:** The contract for the irrigation project was based on quantity of materials. Additional asphalt and conduit was used on the project, creating a change order in the amount of \$2383.19 (change order #3).

We received two credits for unused materials (credit memo #1 and #4). Credit #4 is in the amount of \$1370.00 and is for piping that was already installed by a separate contractor and credit #1 is for pipes, fittings, and valves that were not needed for the project. This amount is \$3,522.20.

The checks for the two change orders are included in this Council Meeting's payment approvals.

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

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

**RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:**

Make a motion to adopt Resolution 2014-58 authorizing the Mayor to sign the Agreement, allowing for the change orders for costs and credits in the amounts specified above.

**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. 2014-58**

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY  
AUTHORIZING CHANGE ORDERS 1, 2, 3 AND 4 WITH  
SLUDER CONSTRUCTION FOR ADDITIONAL MATERIALS AND COSTS AS PART  
OF THE IRRIGATION LINE PROJECT TO PROVIDE WELL WATER FROM LIONS  
TO HOP PORTER PARK.**

WHEREAS, the City of Hailey desires to enter into change order 1, 2, 3 AND 4, with SLUDER CONSTRUCTION for the irrigation project.

WHEREAS, the City of Hailey and SLUDER CONSTRUCTION have agreed to the terms and conditions of the change orders, copies of which are attached hereto.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HAILEY, IDAHO,** that the City of Hailey approves the change orders between the City of Hailey and SLUDER CONSTRUCTION and that the Mayor is authorized to execute the attached Agreements,

Passed this 21st day of July, 2014.

City of Hailey

---

Fritz X. Haemmerle, Mayor

ATTEST:

---

Mary Cone, City Clerk

Sluder Construction, Inc.

P.O. Box 332  
 Bellevue, Idaho 83313  
 ID License RCE-5553

# Change Order

Change Date	Change Order#
6/12/14	2

Customer
City Of Hailey 115 S. Main Suite H Hailey, Idaho 83333

Project Address
Lions Park domestic water Project Hailey Idaho

Terms	Due Date:
	6/12/14

Serviced	Item	Description	Qty	U/M	Rate	Loads/Yards	Total
5/30/14	Labor	Install 4" Main Additional labor incurred installing 4" main due to the unsuitable material had to dig trench to 6' instead of 3'	62		45.00		2,790.00
	Job Material	SK135 SR-... dug trench to 6' for 4" water main materials to install pipe drain	1		140.00		140.00
	Job Material	SR35-Kobe... Drinking fountain dug trench for piping to drinking fountain.	1		115.80		115.80
	Labor	Labor to install drinking fountain - City did not have the time to install.	3		90.00		270.00
	Job Material	Parts for drinking fountain.	3		45.00		135.00
	Job Material	2" PVC irrigation pipe to first sprinkler main at the control valve. 80'	1		95.00		95.00
	Job Material	irrigation control box fittings deduction	80		26.50		2,120.00
			1		240.81		240.81
					6.00%		0.00

<b>Total</b>	\$5,424.99
--------------	------------

The prices and specifications shown above are satisfactory and hereby accepted. All work to be performed under the same terms and conditions as specified in the original proposal unless otherwise stipulated.

Phone #
(208)788-2771

Sluder Construction, Inc.  
 P.O. Box 332  
 Bellevue, Idaho 83313  
 ID License RCE-5553

# Change Order

Change Date:	Change Order#:
5/30/14	3

Customer	Project Address
City Of Hailey 115 S. Main St suite H Hailey, Idaho: 83333	Hop Porter Park Additional Asphalt repair and additional 1 1/2" SCH 40 PVC conduit

Terms	Due Date:
	6/12/14

Serviced	Item	Description	Qty	U/M	Rate	Loads/Yards	Total
5/30/14	Service	Asphalt surface repair	36		16.96		610.56
	Job:Material	1 1/2" SCH 40 PVC conduit	800		2.17		1,736.00
					6.00%		36.63
<b>Total</b>							<b>\$2,383.19</b>

The prices and specifications shown above are satisfactory and hereby accepted. All work to be performed under the same terms and conditions as specified in the original proposal unless otherwise stipulated.

Phone #
(208)788-2771

Sluder Construction, Inc.

P.O. Box 332  
 Bellevue, Idaho 83313  
 ID License RCE-5553

# Credit Memo

Date	Credit No.
5/30/14	1

<b>Customer</b>
City Of Hailey 115 S. Main St suite H Hailey, Idaho 83333

<b>Ship To</b>
HOP PORTER PARK UNUSED PARTS

P.O. No.	Account #	Job
HOP PORTER PA...		

Description	Qty	U/M	Rate	Amount
deduction of 130lf of 4" PVC irrigation pipe	-130		18.55	-2,411.50
4" 90 degree DI elbow	-1		126.50	-126.50
4" 45 degree DI elbow	-2		118.00	-236.00
4" x 4" x 2" DI elbow	-1		172.50	-172.50
4" gate valve	-1		575.70	-575.70
			6.00%	0.00
<b>Total</b>				<b>-\$3,522.20</b>
<b>Balance Credit</b>				<b>\$0.00</b>

<b>Phone #</b>
(208)788-2771

Sluder Construction, Inc.

P.O. Box 332  
Bellevue, Idaho 83313  
ID License RCE-5553

# Credit Memo

Date	Credit No.
5/30/14	4

Customer
City Of Hailey 115 S. Main St suite F Hailey, Idaho 83333

Ship To
Heagle park unused parts

P.O. No.	Account #	Job
Heagle Park Irrigati...		

Description	Qty	U/M	Rate	Amount
pipe drain reduction	-1		1,370.00 6.00%	-1,370.00 0.00
			<b>Total</b>	-1,370.00
			<b>Balance Credit</b>	-1,370.00

Phone #
(208)788-2771

AGENDA ITEM SUMMARY

DATE: 07/21/2014 DEPARTMENT: PW DEPT. HEAD SIGNATURE: MP

SUBJECT: Resolution 2014-59, to ratify an agreement with Valley Paving.

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

**BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:**

The agreement establishes new minimums for patching and saw cuts. This agreement must be signed prior to Valley Paving agreeing to begin any work requested by the city.

This agreement was signed prior to Council approval in order to complete repair work needed following a recent leak repair.

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

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

**RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:**

Motion to approve Resolution 2014-59 to ratify the agreement with Valley Paving, establishing new minimums.

**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. 2014-59**

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY  
AUTHORIZING THE EXECUTION OF MISCELLANEOUS PATCHING CONTRACT  
WITH VALLEY PATCHING WORK FOR THE CITY OF HAILEY**

WHEREAS, the City of Hailey desires to enter into an agreement with Valley Paving under which Valley Paving will perform patching and saw cuts for the City of Hailey.

WHEREAS, the City of Hailey and Valley Paving have agreed to the terms and conditions of the Miscellaneous Patching Contract , 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 ratifies the Miscellaneous Patching Contract signed by the Water Department Division Manager between the City of Hailey and Valley Paving and that the Mayor is authorized to execute this Resolution,

Passed this 21st day of JULY, 2014.

City of Hailey

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

ATTEST:

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



# VALLEY PAVING

Division of Lakeside Industries, Inc.

P.O. BOX 775

BELLEVUE, IDAHO 83313

(208) 788-2284

FAX (208) 788-2195

robin.hill@valleypaving.net



## Miscellaneous Patching Contract

If you find this bid satisfactory please sign a copy of the contract and return.

Owner is Responsible for Permits

Idaho Contractors License #: RCE-27367

Public Works License #: PWC-C-12316-U-2

Job No. \_\_\_\_\_

### Contracting Party

City of Hailey/Water Dept.

115 South Main St.

Hailey, Idaho 83333

(208) 788-4221 Fax (208) 788-2924

6

Date July 1, 2014

Location & Type of work

Options for Patching 2014

Patching Minimum \$1000.00

Saw Cut Minimum \$175.00

Dump Fees are Applicable and Separate

**All Price Quotes are at a Per Square Foot Price (Dump Fees are Billed Separate)**

### Skin Patching

Furnish, place and compact asphalt by paving machine \$ 3.55

Furnish, place and compact asphalt by hand. \$ 4.05

### Patches already dug out to proper depth and compacted. ( by hand )

Furnish, place and compact 2" of asphalt \$ 4.25

Furnish, place and compact 2.5" of asphalt \$ 4.50

Furnish, place and compact 3" of asphalt \$ 4.75

Furnish, place and compact 4" of asphalt \$ 5.25

Furnish, place and compact 6" of asphalt \$ 7.25

### Patches to be dug out and prepared by Valley Paving. ( by hand )

Prepare base. Furnish, place and compact 2" of asphalt. \$ 5.55

Prepare base. Furnish, place and compact 2.5" of asphalt. \$ 5.80

Prepare base. Furnish, place and compact 3" of asphalt. \$ 6.05

Prepare base. Furnish, place and compact 4" of asphalt. \$ 6.55

Prepare base. Furnish, place and compact 6" of asphalt. \$ 8.55

Asphalt saw cutting (\$175.00 Minimum) \$ 1.30

**All Large Paver Patches will be Bid on an Individual Job Basis.**

Quantity	Description	Unit Price	Total Price

**\*\* SUBJECT TO THE TWO PAGES OF GENERAL PROVISIONS WITH THIS CONTRACT!**

**\*\* PLEASE SIGN CONTRACT, THEN RETURN A COPY BY MAIL, EMAIL OR FAX!**

TERM: Net Cash upon completion of job. State sales tax to be added where applicable.

A Finance Charge of 2% Per month (Which is an annual Percentage rate of 24%) will be imposed on any portion of your account not paid within 30 days after the billing date

Total price to be based on actual quantity or measurement unless indicated here. lump sum \$ \_\_\_\_\_

Your signature on one copy returned to us will make this a legal contract for the performance of the above work.

Reserving right of Valley paving to cancel if unit prices increase before Valley Paving commences actual work on the project.

Approved By owner or Authorized personnel

Robin Hill

Valley Paving



AGENDA ITEM SUMMARY

DATE: 07/21/2014    DEPARTMENT: PW    DEPT. HEAD SIGNATURE:   MP  

SUBJECT: Resolution 2014-00, to ratify an agreement with Utility Services Associates.

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

**BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:**

The agreement is in the amount of \$4304 and will detect leaks throughout old Hailey. This is preferable to investigating leaks using an excavation method, which is costly and time intensive. The work was performed the week of July 14, 2014.

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

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

**RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:**

Motion to approve Resolution 2014-00 to ratify the authorization given by the Mayor.

**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. 2014-60**

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY  
AUTHORIZING CONSULTING AGREEMENT WITH  
UTILITY SERVICES ASSOCIATES FOR LEAK DETECTION SERVICES IN THE  
CITY OF HAILEY.**

WHEREAS, the City of Hailey desires to enter into a Consulting Agreement, with UTILITY SERVICES ASSOCIATES for leak detection services.

WHEREAS, the City of Hailey and UTILITY SERVICES ASSOCIATES have agreed to the terms and conditions of the change orders, copies of which are attached hereto.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HAILEY, IDAHO,** that the City of Hailey approves the Consulting Agreement, between the City of Hailey and UTILITY SERVICES ASSOCIATES and that the Mayor is authorized to execute the attached Agreement,

Passed this 21st day of July, 2014.

City of Hailey

---

Fritz X. Haemmerle, Mayor

ATTEST:

---

Mary Cone, City Clerk

July 8, 2014

City of Hailey  
Attn: Cole Balis  
115 S. Main St.  
Hailey, ID 83333

Dear Mr. Balis:

We would like to take this opportunity to thank you for your confidence in Utility Services Associates, LLC to perform a water leak detection project. We use the latest technologies available for surveying and pinpointing leaks in areas of the system as discussed. We understand that this project has been approved and the money is available.

**CONFIRMED SCHEDULE**

This letter is to serve as confirmation of previously discussed scheduling. Our Leak Consultant, **Greg Hagen** with equipment will meet you at **4297 Glenbrook Dr. (Shop)** at **7:00 AM on Monday, July 14, 2014**. This project has been scheduled for **3 days**.

**The charge for this project is:**

<b>3 days @ \$1,249.00 per day:</b>	<b>\$3,747.00</b>
<b>Mobilization Charge:</b>	<b>\$557.00</b>

In order to expedite this project and to get the most effective water line survey, it will be necessary for City of Hailey to supply a helper at all times who can assist our Leak Consultant with information regarding the water system. A helper will also ensure that no areas are missed during the survey and all possible methods are utilized to locate all lines accurately.

Thank you for allowing us to serve you.

Sincerely,

Tom Ruppenthal  
Consultant

**CONSULTING AGREEMENT**

Consultant Use Only	
Client Number	<u>ID0070</u>
Database update	_____
Calendar Update	_____
Log Update	_____

This Consulting Agreement #14227 (this "Agreement") is made and entered into between Utility Services Associates, LLC (the "Consultant") and City of Hailey, located at 115 South Main St, Hailey, ID 83333 (the "Client").

**I. SCOPE OF SERVICES**

The Consultant will provide consulting services to the Client for a Leak Detection Project, which, together with the scope of services to be provided, is described in Appendix A to this Agreement, which is attached hereto and incorporated herein by reference.

It is important to note that not all leaks create noise levels that can be detected using even the most sophisticated leak detection instrumentation. The Consultant will perform all work under this contract at the highest level of professional workmanship in its industry, however, Consultant cannot guarantee the detection of any leak. Client has read the above paragraph and understands that there is no guarantee that any leakage will be detected or pinpointed during this project. There is also no guarantee on pinpointing accuracy due to the many variables that effect pinpointing. As such, Client agrees to pay Consultant as outlined herein. PA

(initial)

Should Consultant be required to operate appurtenances (system valves, services, hydrants, etc.) Client agrees to hold Consultant harmless for any damage that may occur when they are operated as stated in Appendix A, Section II, subsection C. PA

(initial)

Client will provide detailed system information to Consultant prior to preparing a proposal of pricing. Should the system specifics differ from that provided by Client it may become necessary to change the scope of the project in a timely manner. PA

(initial)

**II. COMPENSATION**

The charges to the Client for the services provided by the Consultant of work to be completed under this Agreement will be \$4,304.00, broken down as follows:

3 day(s) @ \$1,249.00 per day:	\$3,747.00
Mobilization Charge:	\$557.00

The cost of prevailing wage contract filings and state and local tax, when applicable, will be added to the final invoice.

**III. PAYMENT**

The Client will make monthly progress payments based on work completed, the terms of which shall be net 60 days. If paying by check Client will mail payment to:

Utility Services Associates, LLC  
919 SW 150<sup>th</sup> St, Suite B  
Seattle, WA 98166

If paying with a credit card, a processing fee of 5% for Visa and MasterCard and 10% for American Express will be added at the time of payment.

**IV. IDENTIFICATION OF CONSULTING AGREEMENT DOCUMENTS; INTEGRATION**

This Agreement includes Appendix A attached hereto, which is hereby incorporated herein by reference. This Agreement constitutes the final agreement between the parties. It is the complete and exclusive expression of the parties' agreement on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement. The provisions of this Agreement may not be explained, supplemented, or qualified through evidence of trade usage or a prior course of dealings. In entering into this Agreement, neither party has relied upon any statement, representation, warranty, or agreement of the other party except for those expressly contained in this Agreement. There are no conditions precedent to the effectiveness of this Agreement other than those expressly stated in this Agreement.

Client and Consultant are further identified as follows:

**CLIENT**

City of Hailey  
115 South Main St  
Hailey, ID 83333

**CONSULTANT**

Utility Services Associates, LLC  
919 SW 150<sup>th</sup> St, Suite B  
Seattle, WA 98166

The undersigned has the authority to commit CLIENT and CONSULTANT to the project as identified in these documents. IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CLIENT (please print or type name)

Date: 7-9-14

Name: Fritz Haemmerle

Title: Mayor, City of Hailey

Signature: Fritz Haemmerle

CONSULTANT

Date: 7/9/2014

Name: Rob Meston

Title: President

Signature: Rob Meston

Facsimile signatures shall be sufficient unless originals are required by a third party. If original signature is not on file with the Consultant, please follow with original signature on this document by mail.

**Appendix A**  
**To Consulting Agreement**

**I. SERVICES TO BE PROVIDED BY CONSULTANT**

Please refer to the Procedures and Methods as outlined in the previously submitted proposal.

**II. SERVICES TO BE PROVIDED BY THE CLIENT**

- A. The Client will furnish, at no cost to the Consultant, a complete set of maps and line data on the water distribution system to be surveyed, showing line size, type, and location of mains, valves, and fire hydrants. Consultant shall be entitled to rely on the accuracy and completeness of the information furnished to Consultant and shall be under no duty or obligation to verify the accuracy or completeness thereof, or to notify Client of any errors or omissions contained therein.
- B. The Client will make the water system valves, valve boxes, customer service stops, and boxes accessible by hand, operating key or probe and, if necessary, assist in field locating of all pipelines within the designated service area.
- C. The Client shall provide a qualified helper to locate and operate valves, services, hydrants, etc. when requested by Consultant, and generally provide information to assist the Consultant when requested by Consultant. In the event that client fails to provide a qualified helper and valves, services and hydrants need to be operated to perform the services described in this agreement, Client agrees to hold Consultant harmless for any damage that may occur when system valves, services, hydrants, etc. are operated.
- This qualified helper will assist with necessary equipment (flags, traffic cones, etc.) as required to meet local, state, and federal regulations in controlling vehicular traffic for man and equipment safety.
- D. Upon request of Consultant, Client shall provide additional access points on the water system as may be required on an occasional basis by the Consultant in order to effectively complete the survey when normal contact points are not available within a reasonable distance for correlation.

**III. RELATIONSHIP OF THE PARTIES**

The parties intend that the Consultant, in performing services herein specified, shall act as an independent contractor and shall have control of its work and the manner in which it is performed. The Consultant shall be free to contract for similar services to be performed for others while the Consultant is under contract with the Client. The Consultant is not to be considered an agent or employee of the Client and is not entitled to participate in any pension plans, workers' compensation insurance, or similar benefits that the Client provides for its employees.

**IV. MODIFICATION; WAIVER**

This agreement may not be modified, altered or amended except by a subsequent written instrument executed by both parties hereto. No waiver of any provision of this Agreement shall be binding unless evidenced by a subsequent written instrument executed by the party against whom such waiver is sought to be charged.

**V. PROJECT DATA AND DOCUMENTS**

The Consultant shall be entitled to rely upon the accuracy of all data furnished by the Client to the Consultant, which is or may be used by the Consultant in the provision of services under this Agreement. The Consultant has the right to retain and use all data furnished to it, and all plans, designs, specifications and other work product created by the Consultant during its provision of service under this Agreement.

**VI. LIMITATION OF LIABILITY**

To the maximum extent permitted by law, the liability of the Consultant for claims arising hereunder or for services performed or materials furnished under this Agreement shall be limited to the amount of compensation paid by Client to Consultant under this Consulting Agreement, and any addenda, modifications or supplements thereto.

**VII. INDEMNIFICATION**

Client shall indemnify Consultant and its directors, officers, employees, agents, subsidiaries and other affiliates for, and hold each of them harmless from and against, any and all Losses arising from or in connection with (i) the breach of any covenant or agreement of Client contained in this Agreement, or (ii) any wrongful or negligent act or omission of Client related to the performance of its obligations under this Agreement.

Consultant shall indemnify Client and its directors, officers, employees, agents, subsidiaries and other affiliates for, and hold each of them harmless from and against, any and all Losses arising from or in connection with (i) the breach of any covenant or agreement of Consultant contained in this Agreement, or (ii) any wrongful or negligent act or omission of Consultant related to the performance of its obligations under this Agreement.

For purposes hereof, "Losses" shall mean all fees, costs, damages, judgments, penalties and expenses incurred by either party, including reasonable attorneys' fees and expenses, in connection with the investigation, prosecution or defense of any claim, arising from or to an act or omission for which indemnity is granted herein, or in connection with the enforcement of the obligation to indemnify contained in this Agreement. Notwithstanding anything to the contrary in this Agreement, neither party shall be liable to the other or to any third party for consequential, special, punitive, indirect or exemplary damages in any action, proceeding or dispute arising out of or relating to the Agreement or the performance or non-performance by either party under the Agreement.

**VIII. TERMINATION OF AGREEMENT**

Either the Consultant or the Client may terminate this Agreement upon thirty (30) days written notice to the other sent to the addresses listed on the first page of this Agreement. In the event that Client terminates this Agreement, the Client specifically agrees to pay the Consultant for all services rendered and costs incurred or for which commitment theretofore has been made by Consultant through the termination date.

**IX. DISPUTE RESOLUTION; VENUE; WAIVER OF JURY TRIAL; GOVERNING LAW**

- A. The parties will attempt in good faith to resolve through negotiation any dispute, claim or controversy arising out of or relating to this Agreement. Either party may initiate negotiations by providing written notice in letter form to the other party, setting forth the subject of the dispute and the relief requested. The recipient of such notice will respond in writing within three (3) business days from receipt with a statement of its position on, and recommended solution to, the dispute. If the dispute is not resolved by this exchange of correspondence, then the parties will meet at a mutually agreeable time and place within seven (7) business days of the date of the initial notice in order to exchange relevant information and perspectives, and to attempt to resolve the dispute. If the dispute is not resolved by these negotiations within 15 business days following the date of the initial written notice, the matter will be submitted to mediation in accordance with subsection (B) below.
- B. Except as provided herein, no civil action with respect to any dispute, claim or controversy arising out of or relating to this

Agreement may be commenced until the parties have attempted in good faith to resolve the matter through a mediation proceeding, under the mediation procedure of the CPR Institute for Dispute Resolution (CPR), JAMS/Endispute, the American Arbitration Association (AAA), or as otherwise agreed upon by the parties. Either party may commence mediation by sending a written request for mediation to the other party, setting forth the subject of the dispute and the relief requested. Unless the parties agree otherwise in writing, the mediation shall be conducted by a single mediator, and the mediator shall be selected from an appropriate CPR, JAMS/Endispute, AAA or other panel as agreed upon by the parties. The mediation shall be conducted in Blaine County, Idaho. Each party shall pay an equal share of the fees and expenses of the mediator and administrative fees and expenses of mediation. Either party may seek equitable relief prior to or during the mediation to preserve the status quo pending the completion of that process. Except for such an action to obtain equitable relief, neither party may commence a civil action with respect to the matters submitted to mediation until after the completion of the initial mediation session, or 45 days after the date of filing the written request for mediation, whichever occurs first. Mediation may continue after the commencement of a civil action, if the parties so desire.

C. The parties further agree that in the event any dispute between them relating to this Agreement is not resolved under subsection XIV (A) or (B) above, exclusive jurisdiction shall be in the trial courts located within Blaine County, Idaho, any objections as to jurisdiction or venue in such court being expressly waived. In the event of a breach or threatened breach by Client or this Agreement, Consultant in its sole discretion may, in addition to other rights and remedies existing in its favor, and without being required to post a bond or other security, apply to any court for specific performance and/or injunctive or other relief in order to enforce, or prevent the violation of, this Agreement. BOTH CLIENT AND CONSULTANT HEREBY IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED UPON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ACTIONS OF THE PARTIES IN THE NEGOTIATIONS, ADMINISTRATION, PERFORMANCE OR ENFORCEMENT THEREOF.

D. All issues and questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by, and construed in accordance with, the laws of the State of Idaho without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Idaho or any other jurisdiction) that would cause the application hereto of the laws of any jurisdiction other than the laws of the State of Idaho. In furtherance of the foregoing, the

internal law of the State of Idaho shall control the interpretation and construction of this Agreement, even though under any other jurisdiction's choice of law or conflict of law analysis the substantive law of some other jurisdiction may ordinarily apply.

#### X. ATTORNEY'S FEES

In the event of any litigation between the parties hereto arising from or with respect to this Agreement, the breach of any warranty, representation or breach of any other terms hereof, and/or the performance of the obligations hereunder, the losing party shall pay all costs and expenses incurred by the prevailing party in connection with such litigation, including, but not limited to, reasonable attorneys' fees and costs, reasonable accountants' fees and costs, and reasonable expert fees and costs, whether incurred at the pre-trial, trial or appellate levels, and/or bankruptcy or other creditors rights proceedings.

#### XI. TERMS OF SALE

The terms of sale between the Client and the Consultant shall be net 60 days unless otherwise agreed upon in writing signed by each party.

#### XII. SERVICE CHARGE

In the event any particular billing is not paid when due, all sales, regardless of prior terms, will become immediately due and owing upon demand by the Consultant. A service charge will be assessed on past due or delinquent accounts at the rate of 1.5% per month.

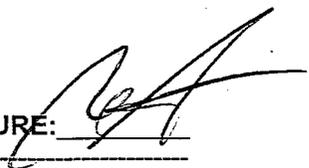
#### XIII. MISCELLANEOUS

Neither party shall have the right to assign any or all of its rights or delegate its duties under this Agreement to any person, firm or company without prior written consent of the other party. An attempted assignment or delegation without prior written consent of the other party will be invalid and ineffective against the non-consenting party. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, legatees, administrators, legal representatives, successors and permitted assigns. In the event any court of competent jurisdiction shall deem any of the provisions of the Agreement invalid, the same shall be deemed severable, and as never having been contained herein, and this Agreement shall then be construed and enforced in accordance with the remaining provisions hereof. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile signatures shall have the same effect as original signatures.

End of Appendix A



**AGENDA ITEM SUMMARY**

DATE: 07-21-14 DEPARTMENT: Com. Development DEPT. HEAD SIGNATURE: 

**SUBJECT:**

Request for approval to hold a special event, the event being the Hailey Hometown Teams grand opening to be held at the Welcome Center & Werthheimer Park (Tuesday, July 29<sup>th</sup>, 2014 from 6:30 p.m. to 10:00 p.m.).

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

**BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:**

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

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

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

**RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:**

Recommendation to approve a special event, the event being Hailey Hometown Teams grand opening to be held at the Welcome Center & Werthheimer Park (Tuesday, July 29<sup>th</sup>, 2014 from 6:30 p.m. to 10:00 p.m.), and authorization for the Mayor to sign the special event decision and special event agreement.

**ADMINISTRATIVE COMMENTS/APPROVAL:**

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

**ACTION OF THE CITY COUNCIL:**

Date \_\_\_\_\_

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

**FOLLOW-UP:**

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

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



RECEIVED  
JUL 17 2014  
CITY OF HAILEY

### SPECIAL EVENT PERMIT APPLICATION

EVENT NAME: Hailey Hometown Teams Grand Opening

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

Public Property  Private Property  
Parking lot at Werthheimer Park / Welcome Center  
781 South Main Street

#### I. EVENT SCHEDULE

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

Date(s) of Event	Hours	Estimated # of Attendees
<u>7-29-14</u>	Start Time: <u>6:30 pm</u> End Time: <u>9:00 pm</u>	All Day: <u>250+</u>
	Start Time: _____ End Time: _____	All Day: _____
Date(s) of Set-up/Tear-down	Hours	Estimated # Staff
<u>7-29-14</u>	Start Time: <u>5:30 pm</u> End Time: <u>9:30 pm</u>	<u>20-25</u>
	Start Time: _____ End Time: _____	

#### II. FEES

Special Event Permit Application Fee \$125  Exempt

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

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

Per Day Park Rental Fee \$200  \_\_\_\_\_

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

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

TOTAL DUE Exempt

#### III. ORGANIZATION INFORMATION

Sponsoring Organization: City of Hailey / Hailey Library / Hailey Historic Museum

Applicant's Name: Kristine Hilt Title: C.D. Coordinator

Address: 115 South Main St. City: Hailey State: ID Zip: 83313

Telephone Home: 208-788-9815 Mobile: \_\_\_\_\_ FAX: \_\_\_\_\_

Applicant Driver's License #: N/A Email: kristine.hilt@haileycityhall.org

Federal Tax #: \_\_\_\_\_ State Tax #: \_\_\_\_\_

#### IV. EVENT INFORMATION

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

Event Category:  Commercial  Noncommercial

Estimate of Gross Ticket Sales & Revenues (commercial event only): None

Description of Event: Grand opening of the traveling Smithsonian Exhibit.

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

**V. INSURANCE REQUIREMENTS**

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

Insurance Company: City of Hailey's Agent Name: \_\_\_\_\_ Phone: \_\_\_\_\_

**SPECIAL EVENT ACTIVITIES & CITY SERVICES REQUESTED**

Yes	No	Check all Planned Activities	Yes	No	Check all Planned Activities
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>Street Closures &amp; Access / Parade</b> (if yes)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>Alcohol Served:</b> (Free of Charge) Provider -
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<ul style="list-style-type: none"> <li>Street Closure for Special Event Application and detailed map listing areas of closure, parade route is required. An ITD permit is required for Main Street.</li> <li>Your Event Coordinator is required to have the Notification Certification completed by all affected businesses, churches, schools and neighborhoods.</li> </ul>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<b>Alcohol Sold:</b> Requires Alcohol Beverage Catering Permit (Hailey Code 5.13) Provider - <u>Volunteers</u>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<b>Food/Beverages (Caterers) Please List:</b> <u>hot dogs &amp; chili by City</u>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>Barricades</b> If yes, please include a logistics map.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>Booths:</b> Profit / Non-Profit
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>Police/Traffic Control Services</b> (A security plan is necessary for Special Events anticipated to attract 250 or more participants while serving beer, wine or liquor or for street closures.)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>Vendors</b> (Items sold/ Solicitation) Please list:
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<b>Canopies/Tents/Temporary Structures</b> - City of Hailey Fire Department, Fire Code Enforcement may require a permit for tents, canopies, membrane, or temporary structures over 200 sq. ft. Sizes <u>10x10 (2)</u>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>Electricity / Generators:</b> Please check no if you are providing your own. Size:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>Medical Services</b> (Circle) First Aid and/or EMS Services *Determination of EMS services is dependent on event size and type. Service Provider:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>Signs or Banners</b>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>Overnight Camping</b> Please see City for designated areas.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<b>Water:</b> <u>Drinking / Washing Bottled</u>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>Electricity / Generators:</b> Please check no if you are providing your own. Size: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>Stages:</b> (Number and Size(s))
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>Lighting:</b> please attach plan if applicable.	<u>ADA</u>	<u>Regular</u>	<b>Portable Toilets / Wash Stations:</b> (Please provide one (1) permanent or portable toilet per 100 people) <u>in welcome center</u>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>Gray Water Barrel / Grease Barrel</b> (circle /detail # and locations)	# <u>1</u>	# <u>1</u>	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>Sanitation:</b> Trash bins, Dumpsters, Recycle (Please provide one (1) six yard dumpster per 500 people)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<b>Amplified Sound Permit</b>
<input type="checkbox"/>	<input checked="" type="checkbox"/>		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>Open flame or flame producing devices</b>

Your Event Organizer is responsible for providing a complete list of event activities including a list of suppliers providing services. An event logistics map is required, detailing the location for all road closures, event set up, canopies, stages, vendors, booths, and any other major services or activities planned. I hereby certify that I have read and will abide by the laws, rules and regulations set forth by the City of Hailey, Blaine County, and the State of Idaho, and in signing this application, I hereby agree that I and the organization I represent, shall hold the City of Hailey and all of its agents or employees free and blameless from any claim, liability or damage which may arise from use of City facilities or equipment, whether or not the City of Hailey, its agents or employees are jointly negligent. I further agree to promptly reimburse the City of Hailey and all of its agents for any clean up loss or damage to City property resulting from this use, as well as permitting, staffing, equipment use/rental, property use/rental, clean up, inspections involving the use of public property, public employees or public equipment for the Special Event.

Event Organizer's Signature: [Signature] Date: 7-17-14



AGENDA ITEM SUMMARY

DATE: 07/21/2014 DEPARTMENT: DEPT. HEAD SIGNATURE: HD

SUBJECT:

Motion to ratify Arena Use Agreement negotiated by city staff pursuant to council direction, for use of Arena by Mexican Bull Riding Event on July 20, 2014

*w/ resolution 2014-61*

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

City Council authorized the event, subject to full satisfaction of city staff requirements for security. The event producers were happy to comply with staff requirements, and signed the attached Arena Use Agreement prior to their event.

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)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to ratify Arena Use Agreement negotiated by city staff pursuant to council direction, for use of Arena by Mexican Bull Riding Event on July 20, 2014

*w/ resolution 2014-61*

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. 2014-61**

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY  
AUTHORIZING THE USE AGREEMENT WITH EL PARRALITO SALOON DBA  
MEXICAN BULL RIDING EVENT, FOR USE OF THE OUTDOOR MULTI-USE  
ARENA**

WHEREAS, the City of Hailey desires to enter into an agreement with El Parralito Saloon Dba Mexican Bull Riding Event under which El Parralito Saloon Dba Mexican Bull Riding Event will use the outdoor multi-use arena in the City of Hailey.

WHEREAS, the City of Hailey and EL PARRALITO SALOON DBA MEXICAN BULL RIDING EVENT 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 EL PARRALITO SALOON DBA MEXICAN BULL RIDING EVENT and that the Mayor is authorized to execute the attached Use Agreement,

Passed this 21st day of JULY, 2014.

City of Hailey

---

Fritz X. Haemmerle, Mayor

ATTEST:

---

Mary Cone, City Clerk

## USE AGREEMENT

This Use Agreement ("Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between **CITY OF HAILEY**, a municipal corporation ("City") and **El Parralito Saloon, dba Mexican Bull Riding Event**, an Idaho corporation ("USER").

### RECITALS

A. The City is a municipal corporation and political subdivision of the State of Idaho. Fritz X. Haemmerle is the duly elected and acting mayor of the City of Hailey.

B. USER is a duly organized and operating corporation in the State of Idaho. Emilia Gomez is the duly elected and acting president of USER. The president of USER, or his designee, is authorized to execute this Agreement.

C. City owns real property located at 791 Main Street So., Hailey Idaho, a portion of which is an outdoor multi-use arena, as depicted on attached **Exhibit "A"** ("Arena").

D. Under the Equine Activities Immunity Act (*Idaho Code §§ 6-1801 et seq.*), the City and USER are entitled to certain immunity for activities within the Arena. The parties acknowledge that the City will not provide equipment or tack during the Events, as defined hereinafter, and is not responsible to determine whether a bull riding participant is able to safely engage in activities or safely manage animals during the Events or whether the animals are able to behave safely with the participants during the Events.

E. Subject to the terms and conditions set forth herein, City is willing and agrees to allow USER to use the Arena and USER is willing and agrees to use the Arena.

### AGREEMENT

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

1. **Special Event Application.** USER shall complete and submit a Special Event Application and fee of \$125.00 prior to execution of this agreement, receipt of which is hereby acknowledged.

2. **Agreement Term.** USER shall have the exclusive right to use the Arena on Sunday, July 20, 2014 ("Event"). USER shall also have the right to use the Arena on July 21, 2014 until 2:00 p.m. for clean-up after the event.

3. **Rent.** USER shall pay to City as minimum rent for the Arena Five Hundred and no/100's Dollars (\$500.00) plus \$1 per paid ticket. The \$500 event fee shall be paid to the City

upon execution of this Agreement, while the charges attributable to the \$1 per paid ticket shall be paid to the City on or before 5:00 p.m. on Monday, July 21, 2014. If the concession areas are used, an additional fee in the amount specified in the City's Special Event/Rodeo Arena Use Permit shall also be paid on or before 5:00 p.m. on Monday, July 21, 2014.

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

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

6. **Alcohol Sales.** If USER intends to sell alcohol during the event, USER shall obtain an Alcohol Beverage Catering Permit in advance of the event. CITY will assign three (3) Hailey Police officers to be present throughout the duration of the event, and the USER will pay for Hailey Police officers at the rate of \$40.00 per hour per officer. Should more than three (3) Police officers be required by CITY, USER shall be charged for the time of the additional officers at the rate of \$40.00 per hour per officer. The charges incurred for police presence shall be paid on or before 5:00 p.m. Monday, July 21, 2014. USER shall pay Two Percent (2%) Local Option Tax on the gross sale of alcohol beverages during the event, which shall be paid to the Hailey City Clerk within 30 days of the event.

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

ARENA USE AGREEMENT/2

a. USER shall clean and restore the Arena, restrooms, bleachers, and grounds to its condition at the commencement of each Event, less normal wear and tear associated with a bull-riding/rodeo event. Manure, trash, and recyclable material shall be picked up and contained within dumpsters or removed from the site. Restrooms shall be cleaned. Bleachers shall be swept and pressure washed. Gates and fencing shall be returned to their original positions.

b. USER shall have remedied or repaired any damage to the Arena to CITY'S satisfaction.

c. USER shall have complied with all of the provisions of this Agreement, the Special Event Permit, and with such other rules and regulations as the City may deem necessary.

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

**8. Utilities and Other Costs.**

a. City shall pay for all charges for electricity, water, sewer, and dumpster pick-up, rendered or supplied upon or in connection with the Arena during the Events.

b. City shall provide trash and recycling cans at key locations throughout the Arena, and a dumpster at the exterior of the arena. USER shall keep the grounds and stadium seating areas clean of trash during and at the conclusion of the Event, and shall remove all trash from the trash cans and the interior of the Arena by depositing into the dumpster or removing it from the site.

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

d. City shall provide that the arena floor is tilled, the bleachers and pens are in working order, and the stock pens are cleaned of manure prior to the start of the Event. Restrooms and concession areas will be clean upon occupancy by USER. USER shall clean restrooms, bleachers, manure, and return pens and gates to their original condition. Based on an estimate of spectator attendance under 1500 people, USER may elect to open only one side of the restrooms and bleachers during the event, including the family restroom for disability access, to avoid excess cleaning costs.

**9. Insurance.** During the Event, USER shall, at its own expense, maintain in full force, comprehensive liability insurance, including public liability, property damage and contractual liabilities of USER, written by a responsible insurance company licensed to do business in Idaho, and insuring USER and City (and such other persons, firms, or corporations designated by City) as additional named insureds against liability for claims of damage because of injury to persons and property and for death of any person or persons occurring in or about the

Arena. The liability covered by such insurance shall be not less than a combined single limit of One Million Dollars (\$1,000,000). At City's reasonable discretion, USER shall increase the coverage to such amount as City and USER agree is commercially reasonable. The insurance shall be primary insurance such that the insurer shall be liable for the full amount of the loss without the right of contribution from any other insurance coverage held by City.

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

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

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

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

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

adjoining the Arena during the Events, and from and against all costs, expenses, liabilities and attorney's fees incurred in connection with any such claim or proceeding brought thereon.

**12. Maintenance and Repairs.** Except as otherwise provided herein, USER shall, at its sole cost and expense, keep and maintain the interior and exterior of the Arena (including, without limitation, all fixtures, plumbing and sewage facilities, heating, ventilation and air conditioning equipment, ice making equipment, interior and exterior walls, doors and windows) in good order, condition and repair during the Events, remove all rubbish and refuse therefrom, keep all landscaping in good condition, and replace or repair all electrical fixtures and mechanical, heating and plumbing fixtures and equipment that may be damaged or broken. In the event any portion of the Arena is damaged by vandalism or similar intentional misconduct during the Events, USER is not obligated to repair any such damage. USER shall, at its sole cost and expense, remove all manure from the Arena before the end of each Event or store the manure on site allowing it to decompose but only if allowed by City staff. If City deems it necessary for USER to make any repairs, City may demand that USER make them immediately, and if USER ~~refuses or neglects to commence such repairs and to complete them with reasonable dispatch,~~ City may make or cause such repairs to be made and USER shall immediately pay City for the costs of such repairs upon receipt of the costs. USER shall, at its cost and expense, promptly and properly observe, comply with, and execute, but not to the extent of making structural improvements, all present and future orders, regulations, directions, rules, laws, ordinances and requirements of all governmental authorities (including, but not limited to, state, municipal, county and federal governments and their departments, bureaus, boards and officials), and any other board or organization exercising similar functions, arising from the use or occupancy of, or applicable to the Arena.

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

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

**15. Defaults.** In the event USER shall breach USER's obligations pursuant to this Agreement, then City shall notify USER of such breach in writing by certified mail, return receipt requested, or hand delivery, and USER shall correct any failure to pay rent within three (3) days of receipt of such notification, and USER shall cure any other breach within thirty (30) days of the date of such notification. In the event of a default which cannot, with due diligence, be cured within a period of thirty (30) days, USER shall have such additional time to cure the same as may be reasonably necessary, providing proceeds promptly and with due diligence to cure such default after receipt of said notice. In the event USER fails to pay any sums due pursuant to this Agreement, or cure any other breach, after notice as aforesaid, then City shall

have the option of electing to either (i) cancel and terminate this Agreement, or (ii) terminate USER's right to possession only without terminating the Agreement or (iii) pursue any other remedy available at law or in equity.

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

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

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

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

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

**21. Miscellaneous Provisions.**

- a. **Final Agreement.** This Agreement represents the final agreement between the parties and merges and supersedes all prior negotiations, whether written or oral, with respect thereto.
- b. **Modification.** This Agreement cannot be modified, changed, discharged, or terminated, except by writing signed by both the City and USER.
- c. **Time is of the Essence.** Time and timely performance is of the essence of this Agreement.
- d. **Applicable Law.** This Agreement shall be construed and enforced under the laws of the State of Idaho.
- e. **Benefit.** This Agreement shall be binding upon and insure to the benefit of the parties hereto, their legal representatives, heirs, successors and assigns.
- f. **Attorney's Fees.** In the event of any dispute with regard to the interpretation or enforcement of this Agreement, the prevailing party shall be entitled to recover their reasonable costs and attorney's fees incurred therein, whether or not a lawsuit is actually filed, and on any appeals.
- g. **Presumption.** This Agreement or any section thereof shall not be construed against any party due to the fact that said Agreement or any section thereof was drafted by either party.
- h. **Notice.** Unless otherwise specifically provided for herein, notices given pursuant to the terms of this Agreement shall be deemed received on the date sent and shall be sent to the parties at their addresses first above given or such address as may be later specified by the party in writing.
- i. **Further Action.** The parties hereto shall execute and deliver all documents, provide all information and take or forbear from all such action as may be necessary or appropriate to achieve the purposes of this Agreement.
- j. **Authority.** Each signatory has full authority and consent to sign this Agreement. USER represents and warrants to City that it is a corporation organized, existing and in good standing under the laws of the State of Idaho, and it is authorized, by appropriate corporate resolution, to enter into and execute this Agreement and any and all documents related thereto.
- k. **Severability.** The invalidity or illegality of any provision shall not affect the remainder of this Agreement.

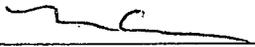
IN WITNESS WHEREOF, the parties, having been duly authorized, have hereunto caused this Agreement to be executed, on the day and year first above written, the same being done after public hearing, notice and statutory requirements having been fulfilled.

Dated this 16 day of July, 2014.

CITY:

CITY OF HAILEY, an Idaho municipal corporation

ATTEST:

By:   
Mary Cone, City Clerk

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

USER:

El Parralito Saloon, an Idaho Corporation  
dba Mexican Bull Riding Event  
2003 East 1400 South  
Gooding, ID 83330



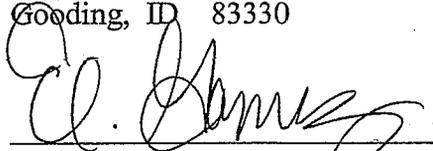
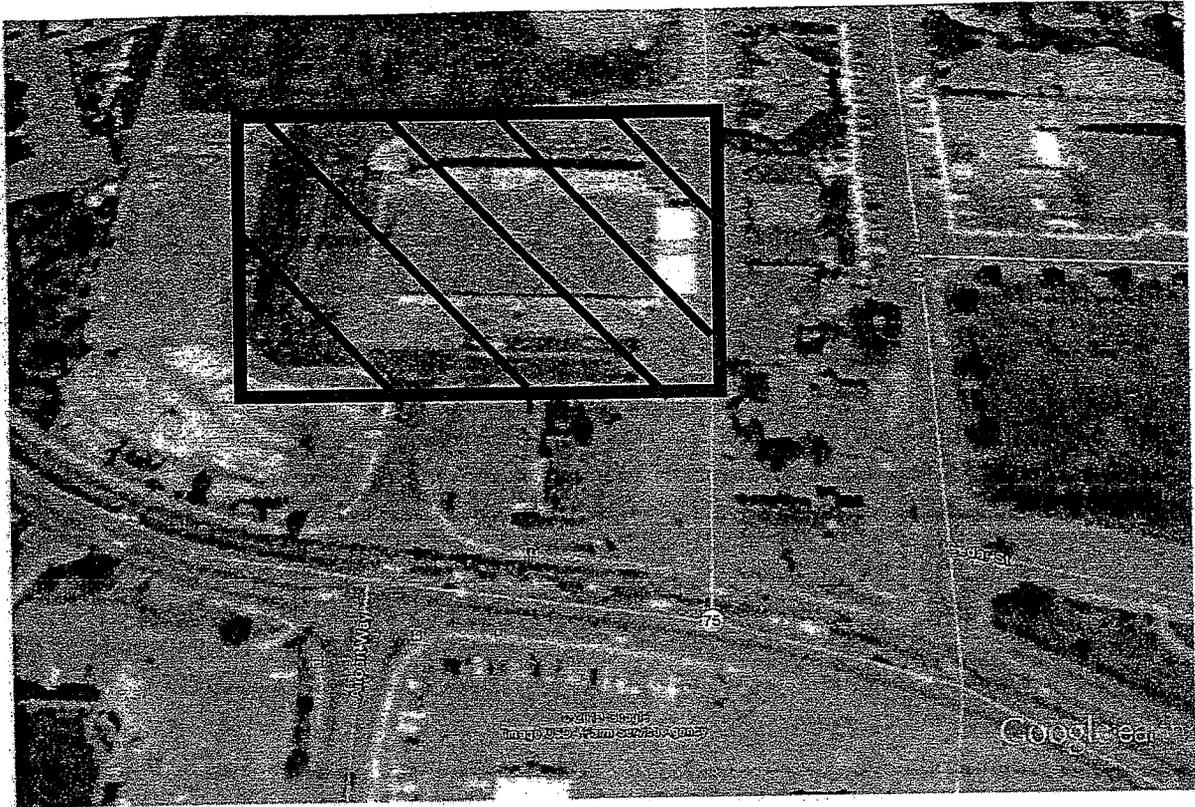
  
Emilia Gomez, its President

Exhibit "A" to City of Hailey Arena Use Agreement



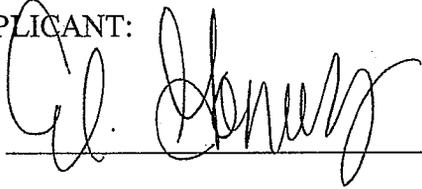
ARENA USE AGREEMENT/9

## SPECIAL EVENT AGREEMENT

In consideration of the granting of a special event permit by the City of Hailey ("the City") for Mexican Bull Riding to be held at the Rodeo Grounds (Sunday, July 20<sup>th</sup>, 2014 from 5:00 p.m. to 10:00 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.

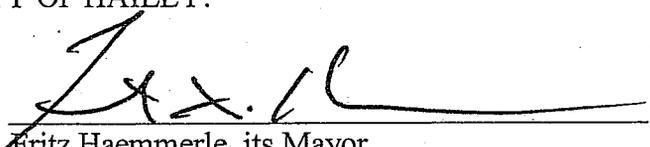
IN WITNESS WHEREOF, Applicant and the City have executed this Agreement on this 7<sup>th</sup> day of July 2014.

APPLICANT:

By:  7/16/2014

(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 Mexican Bull Riding, 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

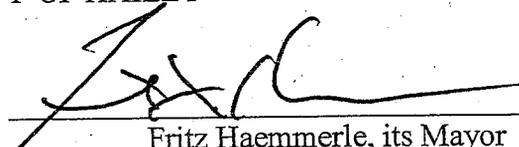
- a. The Applicant shall comply with the terms, plans, covenants and provisions of the Application, as approved or as modified by the City of Hailey.
- b. The Applicant shall comply with all applicable local, state and federal laws, regulations and ordinances before, during and after the Special Event(s).
- 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. Certificate of Liability Insurance in the amount of \$1,000,000.

DATED this 7<sup>th</sup> day of July 2014.

CITY OF HAILEY

By: 

Fritz Haemmerle, its Mayor

ATTEST:

  
Mary Cone, City Clerk

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



AGENDA ITEM SUMMARY

DATE: 07/21/2014 DEPARTMENT: DEPT. HEAD SIGNATURE: HD

**SUBJECT:**

Motion to approve Arena Use Agreement for use of Arena by Sun Valley PBR on July 25, 2014 *w/ Resolution 2014-62*

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

**BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:**

Sun Valley PBR will host its third professional bull riding event in Hailey's arena. The agreement terms echo the special event approval given by the city council in their July 7, 2014 meeting.

**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)

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

**RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:**

Motion to approve Arena Use Agreement for use of Arena by Sun Valley PBR on July 25, 2014  
*w/ Resolution 2014-62*

**ACTION OF THE CITY COUNCIL:**

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

**FOLLOW-UP:**

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

**CITY OF HAILEY  
RESOLUTION NO. 2014-62**

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY  
AUTHORIZING THE EXECUTION OF A USE AGREEMENT WITH SUN VALLEY  
PROFESSIONAL BULL RIDING DBA SUN VALLEY PBR, FOR EXCLUSIVE USE OF  
THE RODEO ARENA FOR THEIR RODEO ON JULY 25, 2014.**

WHEREAS, the City of Hailey desires to enter into an agreement with SUN VALLEY PROFESSIONAL BULL RIDING DBA SUN VALLEY PBR under which SUN VALLEY PROFESSIONAL BULL RIDING DBA SUN VALLEY PBR will be allowed Exclusive Use Of The Rodeo Arena For Their Rodeo On July 25, 2014.

WHEREAS, the City of Hailey and SUN VALLEY PROFESSIONAL BULL RIDING DBA SUN VALLEY PBR 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 SUN VALLEY PROFESSIONAL BULL RIDING DBA SUN VALLEY PBR and that the Mayor is authorized to execute the attached Use Agreement,

Passed this 21ST day of JULY, 2014.

City of Hailey

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

ATTEST:

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

## USE AGREEMENT

This Use Agreement ("Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between **CITY OF HAILEY**, a municipal corporation ("City") and **Sun Valley Professional Bull Riding (Sun Valley PBR)**, an Arizona corporation ("USER").

### RECITALS

A. The City is a municipal corporation and political subdivision of the State of Idaho. Fritz X. Haemmerle is the duly elected and acting mayor of the City of Hailey.

B. USER is a duly organized and operating corporation in the State of Arizona. Judd Mortensen is the duly elected and acting president of USER. The president of USER, or his designee, is authorized to execute this Agreement.

C. City owns real property located at 791 Main Street So., Hailey Idaho, a portion of which is an outdoor multi-use arena, as depicted on attached **Exhibit "A"** ("Arena").

D. Under the Equine Activities Immunity Act (*Idaho Code §§ 6-1801 et seq.*), the City and USER are entitled to certain immunity for activities within the Arena. The parties acknowledge that the City will not provide equipment or tack during the Events, as defined hereinafter, and is not responsible to determine whether a bull riding participant is able to safely engage in activities or safely manage animals during the Events or whether the animals are able to behave safely with the participants during the Events.

E. Subject to the terms and conditions set forth herein, City is willing and agrees to allow USER to use the Arena and USER is willing and agrees to use the Arena.

### AGREEMENT

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

1. **Special Event Application.** USER shall complete and submit a Special Event Application and fee of \$125.00 prior to execution of this agreement, receipt of which is hereby acknowledged.

2. **Agreement Term.** USER shall have the exclusive right to use the Arena on Friday, July 25, 2014 ("Event"). USER shall also have the right to inspect and use the Arena on July 24, 2014 for set-up of the event, and on July 26, 2014 for clean-up after the event. USER shall comply with City's request, at its discretion, for an on-site meeting prior to USER's occupancy of the Arena, to coordinate details of the event.

3. **Rent.** USER shall pay to City as minimum rent for the Arena and Concessions One Thousand Seven Hundred Fifty and no/100's Dollars (\$1,750.00). One half of the rent shall be paid with the execution of this agreement (\$875.00), and one half of the rent shall be paid on the day of the event (\$875.00).

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

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

6. **Alcohol Sales.** If USER intends to sell alcohol during the event, USER shall obtain an Alcohol Beverage Catering Permit in advance of the event. CITY will assign at least two (2) Hailey Police officers to be present throughout the duration of the event. Should more than two (2) Police officers be required by CITY, USER shall be charged for the time of the additional officers at the rate of \$40.00 per hour per officer. USER shall pay Two Percent (2%) Local Option Tax on the gross sale of alcohol beverages during the event, which shall be paid to the Hailey City Clerk within 30 days of the event.

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

- a. USER shall clean and restore the Arena to its condition at the commencement of

each Event, less normal wear and tear associated with a bull-riding event. Manure, trash, and recyclable material shall be picked up and contained within dumpsters or removed from the site.

b. USER shall have remedied or repaired any damage to the Arena to CITY'S satisfaction.

c. USER shall have complied with all of the provisions of this Agreement, the Special Event Permit, and with such other rules and regulations as the City may deem necessary.

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

**8. Utilities.**

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

b. City shall provide trash and recycling cans at key locations throughout the Arena, and a dumpster at the exterior of the arena. USER shall keep the grounds and stadium seating areas clean of trash during and at the conclusion of the Event, and shall remove all trash from the trash cans and the interior of the Arena by depositing into the dumpster or removing it from site.

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

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

e. City shall provide that the arena floor is tilled, the bleachers and pens are in working order, and the stock pens are cleaned of manure prior to the start of the Event.

**9. Insurance.** During the Event, USER shall, at its own expense, maintain in full force, comprehensive liability insurance, including public liability, property damage and contractual liabilities of USER, written by a responsible insurance company licensed to do business in Idaho, and insuring USER and City (and such other persons, firms, or corporations designated by City) as additional named insureds against liability for claims of damage because of injury to persons and property and for death of any person or persons occurring in or about the Arena. The liability covered by such insurance shall be not less than a combined single limit of

One Million Dollars (\$1,000,000). At City's reasonable discretion, USER shall increase the coverage to such amount as City and USER agree is commercially reasonable. The insurance shall be primary insurance such that the insurer shall be liable for the full amount of the loss without the right of contribution from any other insurance coverage held by City.

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

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

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

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

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

adjoining the Arena during the Events, and from and against all costs, expenses, liabilities and attorney's fees incurred in connection with any such claim or proceeding brought thereon.

12. **Maintenance and Repairs.** Except as otherwise provided herein, USER shall, at its sole cost and expense, keep and maintain the interior and exterior of the Arena (including, without limitation, all fixtures, plumbing and sewage facilities, heating, ventilation and air conditioning equipment, ice making equipment, interior and exterior walls, doors and windows) in good order, condition and repair during the Events, remove all rubbish and refuse therefrom, keep all landscaping in good condition, and replace or repair all electrical fixtures and mechanical, heating and plumbing fixtures and equipment that may be damaged or broken. In the event any portion of the Arena is damaged by vandalism or similar intentional misconduct during the Events, USER is not obligated to repair any such damage. USER shall, at its sole cost and expense, remove all manure from the Arena before the end of each Event or store the manure on site allowing it to decompose but only if allowed by City staff. If City deems it necessary for USER to make any repairs, City may demand that USER make them immediately, and if USER refuses or neglects to commence such repairs and to complete them with reasonable dispatch, City may make or cause such repairs to be made and USER shall immediately pay City for the costs of such repairs upon receipt of the costs. USER shall, at its cost and expense, promptly and properly observe, comply with, and execute, but not to the extent of making structural improvements, all present and future orders, regulations, directions, rules, laws, ordinances and requirements of all governmental authorities (including, but not limited to, state, municipal, county and federal governments and their departments, bureaus, boards and officials), and any other board or organization exercising similar functions, arising from the use or occupancy of, or applicable to the Arena.

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

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

15. **Defaults.** In the event USER shall breach USER's obligations pursuant to this Agreement, then City shall notify USER of such breach in writing by certified mail, return receipt requested, or hand delivery, and USER shall correct any failure to pay rent within three (3) days of receipt of such notification, and USER shall cure any other breach within thirty (30) days of the date of such notification. In the event of a default which cannot, with due diligence, be cured within a period of thirty (30) days, USER shall have such additional time to cure the same as may be reasonably necessary, providing proceeds promptly and with due diligence to cure such default after receipt of said notice. In the event USER fails to pay any sums due pursuant to this Agreement, or cure any other breach, after notice as aforesaid, then City shall

have the option of electing to either (i) cancel and terminate this Agreement, or (ii) terminate USER's right to possession only without terminating the Agreement or (iii) pursue any other remedy available at law or in equity.

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

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

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

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

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

21. **Miscellaneous Provisions.**

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

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

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

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

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

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

g. **Presumption.** This Agreement or any section thereof shall not be construed against any party due to the fact that said Agreement or any section thereof was drafted by either party.

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

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

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

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

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

Dated this \_\_\_\_ day of \_\_\_\_\_, 2014.

CITY:

CITY OF HAILEY, an Idaho municipal corporation

ATTEST:

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

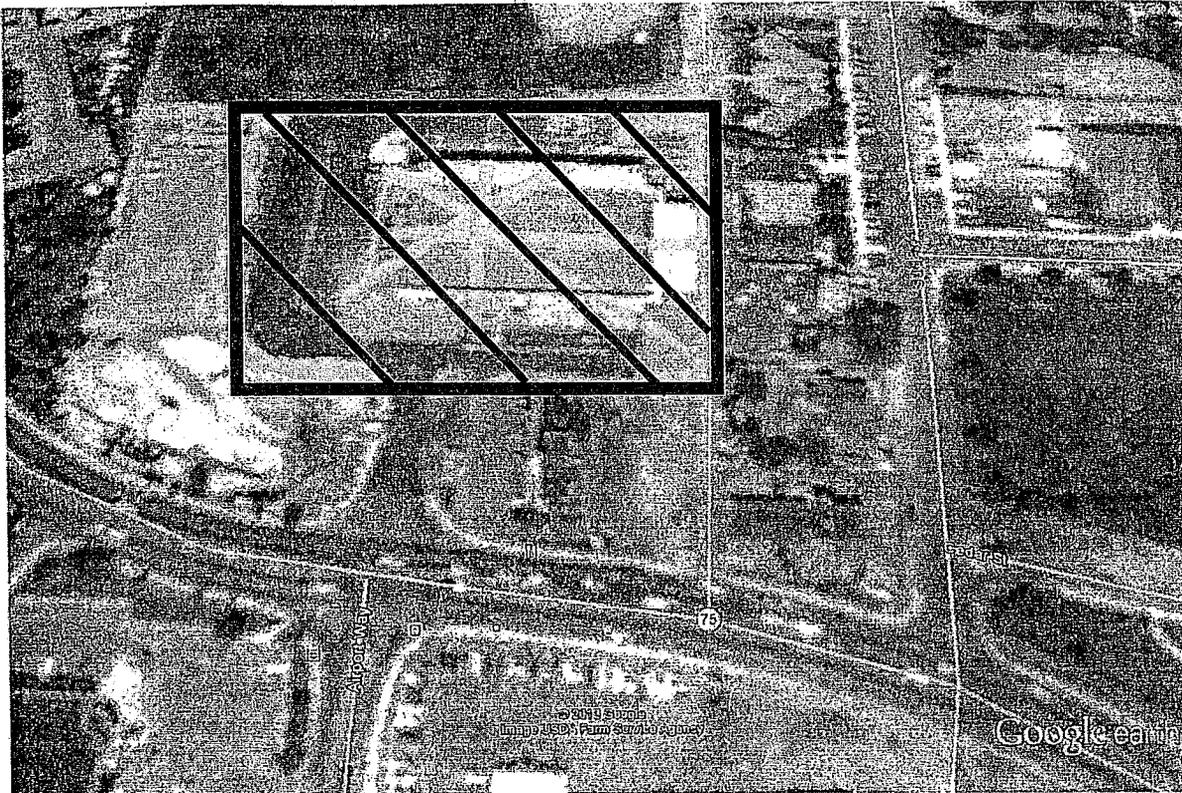
By: \_\_\_\_\_  
Fritz X. Haemmerle, Mayor

USER:

Sun Valley Professional Bull Riding  
22255 Malapai Ridge Road  
Paulden, AZ 86334

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

Exhibit "A" to City of Hailey Arena Use Agreement



**AGENDA ITEM SUMMARY**

**DATE:** 7/21/14 **DEPARTMENT:** Finance & Records **DEPT. HEAD SIGNATURE:** 

**SUBJECT:**

New Alcohol Beverage License for Chic Nail & Beauty Bar LLC

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

**BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:**

Alcohol Beverage License will expire on July 31, 2014 at which time they will need to reapply to the State, County and City.

**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:**

Approve the following alcohol beverage license which has been approved by HPD.

**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  
JUL 10 2014  
CITY OF HAILEY

### APPLICATION FOR:

Liquor	\$562.50	<input type="checkbox"/>	_____
Wine by the Drink	\$200.00	<input checked="" type="checkbox"/>	<u>200 -</u>
Beer by the Drink	\$200.00	<input checked="" type="checkbox"/>	<u>200 -</u>
Grocery Sale of Wine	\$200.00	<input type="checkbox"/>	_____
Grocery Sale of Beer	\$50.00	<input type="checkbox"/>	_____

### APPLICATION IS:

New License  
 Renewal

TOTAL DUE: 400 - (40% → \$160<sup>00</sup>)

Applicant Name: Kelly Moreland

Business Name: Chic Nail + Beauty Bar LLC

Business Physical Address: 15 E. Bullion St.

Business Mailing Address: 200 Cranbrook Rd. Hailey, ID 83333

Business Phone Number: 788-1355

Property Owner (if different from applicant): \_\_\_\_\_

*(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).

Kelly Moreland  
Applicant Signature

7/9/14  
Date

Subscribed and sworn to before me this

7<sup>th</sup> day of July, 2014

[Signature]  
City Clerk or Designee

<b>Official Use Only</b>	
State License No.	<u>16382</u>
County License No.	<u>1123</u>
City License No.	<u>473</u>
Date Approved by Council	_____
<u>[Signature]</u>	<u>- 7-14-2014</u>
Chief of Police	

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

# State of Idaho

## Idaho State Police

### Retail Alcohol Beverage License

Cycle Tracking Number: 73309

License Year: 2014

License Number: 16382

Premise Number: 5B-16382

Chic Nail + Beauty Bar LLC

Chic Nail + Beauty Bar LLC

*This is to certify, that*  
*doing business as:*  
*is licensed to sell alcoholic beverages as stated below at:* 15 E Bullion Street, Hailey, Blaine County

*Acceptance of a license by a retailer shall constitute knowledge of and agreement to operate by and in accordance to the Alcohol Beverage Code, Title 23. Only the licensee herein specified shall use this license.*

*County and city licenses are also required in order to operate.*

Liquor	No
Beer	Yes \$50.00
On-premise consumption	Yes \$0.00
Kegs to go	No
Restaurant	No
Wine by the bottle	No
Wine by the glass	Yes \$100.00
Multipurpose arena	No

TOTAL FEE: \$150.00

Signature of Licensee, Corporate Officer, LLC Member or Partner

CHIC NAIL + BEAUTY BAR LLC  
 CHIC NAIL + BEAUTY BAR LLC  
 200 CRANBROOK ROAD  
 HAILEY, ID 83333  
 Mailing Address

License Valid: 06/30/2014 - 07/31/2014

Expires: 07/31/2014



*Pat Jowell*

Director of Idaho State Police

**RECEIPT**

09:23:19 07/09/2014 BLAINE COUNTY

JOLYNN DRAGE, RECORDER

RECEIVED ON: 07/09/2014 FOR: LIQUOR LICENSE

RECEIPT #: 200739

RECEIVED FROM: CHIC NAIL + BEAUTY BAR LLC

AMOUNT: \$ 200.00

RECEIVED BY: DIANNE

TYPE: CHECK

1123

AGENDA ITEM SUMMARY

DATE: 07/21/14 DEPARTMENT: Clerk's Office DEPT. HEAD SIGNATURE M. Cone

SUBJECT

Approval of Minutes from the meeting of the Hailey City Council on July 7, 2014 and to suspend reading of them.

AUTHORITY:  ID Code 67-2344  IAR \_\_\_\_\_  City Ordinance/Code \_\_\_\_\_

Idaho Code requires that a governing body shall provide for the taking of written minutes at all of its meetings, and that all minutes shall be available to the public within a reasonable period of time after the meeting. Minutes should be approved by the council at the next regular meeting and kept by the clerk in a book of minutes, signed by the clerk.

BACKGROUND:

Draft minutes prepared.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

Budget Line Item # \_\_\_\_\_ YTD Line Item Balance \$ \_\_\_\_\_

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS:

City Attorney  City Clerk  Engineer  Mayor  
 P & Z Commission  Parks & Lands Board  Public Works  Other

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to approve the minutes as presented, and to suspend the reading of them, or remove from consent agenda to make changes and then approve as amended.

FOLLOW UP NOTES:

**MINUTES OF THE MEETING OF THE  
HAILEY CITY COUNCIL  
HELD JULY 7, 2014  
IN THE HAILEY TOWN CENTER MEETING ROOM**

The Meeting of the Hailey City Council was called to order at 5:32 P.M. by Mayor Fritz Haemmerle. Present were Council members Carol Brown, Don Keirn, Pat Cooley, and Martha Burke. Staff present included City Attorney Ned Williamson, City Administrator Heather Dawson, and City Clerk Mary Cone.

5:32:27 PM call to order

Open Session for Public Comments:

5:32:51 PM Jane Drussel, 4<sup>th</sup> of July was successful. Drussel was pleased with the event.

Mayor Haemmerle thanked City of Hailey employees and the Hailey Chamber for the 4<sup>th</sup> of July efforts.

5:34:44 PM Craig Aberbach gave an update on the Colorado Gulch fire which started yesterday at 8 pm. Hailey's fire crew saved a house last night from the fire. The local departments are focused on structure protection while BLM crews are fighting the perimeter and containment of the fire. Aberbach was out at the fire all night on Sunday.

5:37:23 PM Carol Brown thinks that it would be beneficial for someone to disseminate information through Facebook. Haemmerle asked Fire Chief Aberbach to do this. Hailey does have a link to the inciweb website and the Blaine County Sheriff's website.

5:40:06 PM Micah Austin offered to spearhead a Hailey Facebook web page.

5:40:41 PM Craig Aberbach implored that we should not try to create more information because the sheriff is responsible for this particular fire and the dissemination of the information.

**CONSENT AGENDA:**

5:41:44 PM CA 235 – Micah Austin pulled for clarification

5:42:04 PM Keirn moved to approve all consent agenda items minus CA 235, seconded by Burke, motion passed unanimously.

CA 235 – Kristine Hilt, Community Development Coordinator presented to Council some information that she recently gathered today. The event is on Sunday night, a band will be performing that night, the band will be on a trailer inside arena, with a gate around the trailer area. This is not a true Mexican rodeo. They will be selling beer. They plan on having 6 security officers. Tickets \$15 presold, \$20 at door.

HAILEY CITY COUNCIL MINUTES  
July 7, 2014

5:47:38 PM Burke asked if they have put on a similar event in the area. Hilt answered, they have not put on an event before but applicant is knowledgeable about these events.

Jeff Gunter prefers to have police officers with the beer sales – consistent with other Arena events.

**5:54:36 PM Cooley moves to approve special event Mexican Rodeo, contingent on Police Chief security concerns and including all information presented tonight, motion seconded by Burke. Motion passed unanimously.**

**MAYOR'S REMARKS:**

5:55:42 PM It was a great 4<sup>th</sup> of July event this year.

**MOTION TO AMEND AGENDA:**

5:55:59 PM Williamson asked to amend agenda to add an Executive Session.

**Burke moved to amend agenda to add late addition item Real Property Acquisition (IC 67-2345(1)(c)), seconded by Brown, motion passed with roll call vote. Brown, yes. Keirn, yes. Cooley, yes. Burke, yes.**

**PROCLAMATIONS AND PRESENTATIONS:**

*PP 241 Mountain Rides Transportation Authority budget presentation*

5:56:36 PM Jason Miller Executive Director of Mountain Rides, spoke to council. Miller explains the benefit to the community that Mountain Rides provides. Mountain Rides is community based. Bike share effort is being re-vamped this summer, soon to be rolled out again. Public transportation is funded typically by state and federal funds, Mountain Rides gets Federal funding but no state funding and local funding is higher than most agencies. Miller thanked Micah Austin for helping get more funding for the FY 2015 year. Austin sits on a transportation funding board and was able to shed light into our local needs. Miller explains that Mountain Rides provides affordable mobility for the community. Miller outlines recent successes, including leadership awards, and a high level of customer satisfaction.

**PUBLIC HEARINGS:**

*PH 242 Consideration of Hailey Ordinance No. 1152 amending Hailey Ordinance No. 1133, Appropriation Ordinance FY 2014, to increase the appropriation ordinance by \$688,000.*

6:10:03 PM Dawson \$688,000, budgeting LOT for air, includes Fox Building diagnosis ongoing expenses, Park irrigation and HDR engineering costs for the solid waste project.

No Public comments.

Brown is good with the changes.

**6:12:16 PM Burke moves to approve ord. 1152, conduct first reading by title only, seconded by Keirn, motion passed with roll call vote. Brown, yes.**

**Mayor Haemmerle conducts 1<sup>st</sup> Reading of Ordinance No. 1152 by title only.**

*PH 243 Introduction of Mayor's Fiscal Year 2015 Preliminary Budget*

PH 243 - 6:13:56 PM Preliminary budget FY 2015. Mayor Haemmerle met with all department heads and listened to their needs and requests. What is in this packet, is a balanced budget and description of the requests. Haemmerle gives a recap of each departments needs. LOT funds are projected to be \$345,000 up from \$340,000.

6:18:15 PM Dawson points to the memo on page 100 of the packet. Page 102 & 103, addresses 5 years from now, capital plan.

6:22:13 PM Burke suggests to learn from the County's non-funded levy. Let's communicate what we are planning, so that when we do need to go for a bond, the community is well informed.

No Public comments.

6:23:44 PM Brown asks about the Public Works Coordinator role. Platt answered, will be project and administrative work.

Mayor Haemmerle comments that we need to shift from responding to planning.

Brown asks why we are not funding the WW position. Platt answered that we would not hire yet, until it is needed. We don't want to remove it yet.

6:28:02 PM Cooley asks about the 7 new meters. The pump house meters are being replaced, answered Platt.

6:29:02 PM Brown applauds the 2% merit increase, she feels that this is important in retaining good employees.

6:31:44 PM Cooley is a big fan of training, encourages employees to take advantage of this and utilize opportunities.

6:34:25 PM Dawson explains the next meeting the council will discuss and adopt a not to exceed budget.

6:36:17 PM Jane Drussel asks a question. Why are you hiring new people if you have a flat budget? Haemmerle answered Drussel. We went from 70 employees to 54, we have to bring back some of those positions. Drussel asked about a potential bond levy.

6:38:28 PM Dawson added a comment on the timing of bond funding.

*PH 244 Consideration of a subdivision application within the Hailey City Area of Impact, contiguous to the Hailey City Limits for Life Springs Subdivision which proposing splitting Tax Lot 8232 into two separate lots. Public hearing will be held with the Hailey City Council seek recommendations to Blaine County on this application*

6:41:10 PM Austin gives an overview of why the council is being presented with this item. Austin has a recommendation which is in line with our ordinance. The County wants to have this item on their agenda soon, so that is why council is seeing this before Planning and Zoning Commission.

Council discussion ensued regarding options and reasonable requests.

No Public comments.

Austin will add a 4<sup>th</sup> condition of approval, widening McKercher Blvd. at the intersection with River Street to be consistent with the rest of the North side of McKercher Blvd.

6:52:38 PM **Burke moves to approve the pre-conditions as shown in the packet in addition to a 4<sup>th</sup> condition of approval suggested – widening the street McKercher Blvd., seconded by Keirn. Motion passed with roll call vote. Brown, yes. Keirn, yes. Cooley, yes. Burke, yes.**

*PH 245 Cobblestone - Safe Routes to School sidewalk project – Mobility Design Title 18 (will be continued to July 21st)*

6:54:11 PM **Brown moves to continue this item to the 7/21 meeting, motion seconded by Burke, motion passed unanimously.**

*PH 246 Consideration of Hailey Ordinance No. 1153 amending Chapter 13.04 of the Hailey Municipal Code to establish wastewater rates for seasonal water users*

No Public comments

6:57:16 PM Cooley asks some questions. Williamson addresses Cooley's questions.

7:04:34 PM **Burke moves to adopt Ordinance No. 1153 for seasonal water users, contingent that by the 2<sup>nd</sup> Reading of this ordinance - this will not have any impact on the average user – as discussed tonight, seconded by Burke, motion passed with Cooley voting no.**

**Mayor Haemmerle conducts 1<sup>st</sup> Reading of Ordinance No. 1153 by title only.**

HAILEY CITY COUNCIL MINUTES  
July 7, 2014

PH 247 *Consideration of Hailey Ordinance No. 1154 amending Chapter 5.04 of the Hailey Municipal Code to delete the requirement of an affidavit as part of a submittal for alcohol licensing in City of Hailey*

No public comments.

**7:07:14 PM Keirn moves to approve Ordinance No. 1154, seconded by Burke, motion passed unanimously.**

**Mayor Haemmerle conducts 1<sup>st</sup> Reading of Ordinance No. 1154 by title only.**

PH 248 *Consideration of Hailey Ordinance No. 1155 amending Chapter 5.02 of the Hailey Municipal Code to require an alarm system connected to public dispatch for businesses engaged in the sale of firearms*

7:08:33 PM Gunter gave a summary of this item.

No public comments.

**7:09:31 PM Brown moves to approve Ordinance No. 1155, seconded by Keirn, motion passed unanimously.**

**Mayor Haemmerle conducts 1<sup>st</sup> Reading of Ordinance No. 1155 by title only.**

PH 249 *Consideration of Hailey Ordinance No. 1156 amending Chapter 12.12 of the Hailey Municipal Code to allow for scooters at the Skate Park and to allow for specific park hours to be posted at individual parks consideration of summary of Ordinance No. 1156*

7:10:58 PM Mayor Haemmerle gave an overview of this proposed ordinance. A new park rule sign is being fabricated and will post the clear rules of this proposed ordinance.

No public comments.

**7:15:59 PM Cooley moves to approve Ordinance No. 1156, waive 2 readings, conduct 1<sup>st</sup> reading by title only and to approve summary of Ordinance No. 1156, Brown seconded, motion passed unanimously.**

**Mayor Haemmerle conducts only Reading of Ordinance No. 1156 by title only.**

**NEW BUSINESS:**

NB 250 *Discussion on Indian Creek Spring Study and Recommendation*

7:19:01 PM Mariel Platt gave an overview of this study performed by SPF Engineering. There is water in the area that we are not collecting. SPF has given us some recommendations on what

HAILEY CITY COUNCIL MINUTES  
July 7, 2014

we can do to make the most of the water collection system. Platt reviewed these recommendations which included troubleshooting pipes to determine if there are roots that have broken pipes and therefore reducing the collection capability of our system.

7:24:11 PM Mayor Haemmerle thinks we should do the 3 recommendations suggested by SPF and possibly more. This is our primary water source and will be crucial to us if Conjunctive Management becomes a reality in Idaho.

Cooley suggested a Boise company to help identify problems. Cooley will get this information to Platt.

*NB 251 Update on Beekeeping Ordinance 1 year after its adoption, and discussion of urban agriculture trends within City of Hailey*

7:27:07 PM Micah Austin gave the update. Zero complaints in the past year since this has been in place. Austin knows of at least 1 bee hive, possibly a few more hives in the City. Police Department has not received any complaints.

Urban Agriculture general discussion. Most common request is to have more chickens – more than 3. Austin asks, do we want to change anything?

7:34:24 PM Brown is okay with adding more chickens, maybe 5 or 6. Brown is okay with incorporating some of these ideas but wants to move slowly.

7:40:45 PM Micah summarizes Mayor and Council comments. Austin asks if council would be okay with a sub use in LI zones? Cooley and Brown respond with yes, they would be okay with it.

**OLD BUSINESS:**

*OB 252 2nd Reading Ordinance No. 1151 – CUP for Schools*

7:42:23 PM Mayor Haemmerle conducts 2<sup>nd</sup> Reading of Ordinance No. 1151, by title only.

**STAFF REPORTS:**

7:43:25 PM Mariel Platt, Association of Idaho Cities gave an award to City of Hailey for the Community Climate Challenge project. Platt passed around the award.

Preparing Bike Ped plan, asked if okay to view electronically as it is a very large document. Council respond that they are fine with viewing this as a link on the website instead of the document being put in the next packet.

7:45:32 PM Dawson gave an update on this same topic.

7:47:18 PM Austin gave an update. Parks & Lands Board met on the archery use in the arena. Parks & Lands Board is okay with moving forward. Cedar Shake roof ordinance is coming soon. Right sizing planning procedures to fit current staff size.

Cooley out week of July 21st, as is Ned Williamson. Brown out 1<sup>st</sup> week in August.

**EXECUTIVE SESSION:** Real Property Acquisition (IC 67-2345(1)(c)), Pending & Imminently Likely Litigation (IC 67-2345(1)(f)), and/or

7:52:44 PM **Brown moves to go into Executive Session for Real Property Acquisition (IC 67-2345(1)(c)), and Pending & Imminently Likely Litigation (IC 67-2345(1)(f)), seconded by Keirn, motion passed with roll call vote. Burke, yes. Cooley, yes. Keirn, yes. Brown, yes.**

Mayor Haemmerle and council came out of Executive Session.

**Cooley made a motion to conclude meeting, seconded by Keirn, motion passed unanimously at 8:03 P.M.**