

AGENDA ITEM SUMMARY

DATE: 7/26/2010 DEPARTMENT: Multiple DEPT. HEAD SIGNATURE: Heather Dawson

SUBJECT:

Motion to approve selection of artist for the Hailey Town Entryway Marker as recommended by the Artist Selection Panel and the Hailey Arts Commission, and to authorize the city to enter into a contract with Mark Stasz for fabrication and installation of the art work as rendered, at Hailey's Roberta McKercher Park.

AUTHORITY: ID Code _____ IAR _____ City Ordinance/Code 3.08
(IF APPLICABLE)

Hailey's Percent for Public Arts Ordinance Title 3.08

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

The Hailey Town Entryway Public Art Project has received funding from various sources, including many donors, grants, the Hailey Chamber of Commerce, and city appropriations. The final \$1,500 needed to launch this project is drafted for funding from the city's capital budget in FY 2010/2011,

Hailey sent out a Call to Artists for a \$10,000 public art entryway marker in May, 2010. Three finalists were selected from among the artists, and their work was displayed at the Hailey Public Library where written public comment was collected. The selection panel reconvened thereafter to review the comments, interview the artists, and make a recommendation to the Hailey Arts Commission as to their final selection. The Selection Panel stated:

The panel appointed by the Hailey Arts Commission with the exciting prospect of choosing and recommending to the commission the first public art commission for the City of Hailey unanimously recommends the proposed sculpture by Mark Stasz titled "Timeless Portal"; to be placed at Roberta McKercher Park, between the RV site and Main St.

We were fortunate to receive three excellent proposals from three talented local artists, all with extensive experience and national reputations. The piece and site we are recommending will be a strong signature image for Hailey, both welcoming and interesting to view for residents and visitors; while framing and reflecting the landscape we love in new ways.

The materials proposed, steel and walnut travertine, will have a rich look and require minimal maintenance. For the initial public art piece in what we all trust will be a continuing program, we feel a sculpture with a strong presence is warranted. The proposal by Mark Stasz meets that requirement.

The Hailey Arts Commission met on July 19, 2010 to ratify the selection and recommend it on to the City Council by unanimous motion.

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

<input checked="" type="checkbox"/> City Attorney	<input type="checkbox"/> Clerk /Treasurer	<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"/> Arts Commission
<input type="checkbox"/> Safety Committee	<input type="checkbox"/> P & Z Commission	<input type="checkbox"/> Police	<input checked="" type="checkbox"/> Regional Public Art
<input type="checkbox"/> Streets	<input checked="" type="checkbox"/> Public Works, Parks	<input type="checkbox"/> Mayor	Coordinator

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Move to approve selection of artist Mark Stasz for the Hailey Town Entryway Marker as recommended by the Artist Selection Panel and the Hailey Arts Commission, and to authorize the city to enter into a contract for the fabrication and installation of the artwork as rendered, in Hailey's Roberta McKercher Park.

FOLLOW-UP REMARKS:*

This new and upgraded facility is going to be a great resource for all of Hailey and the valley. I would like to be part of the project. I have lived in the valley for over 30 years, raising children and now grandchildren and some of my families' best memories involve the rodeo grounds, the ball diamonds and Hailey.

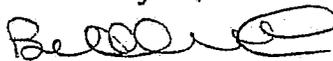
I have extensive experience collaborating with clients, architects and other artisans in the creation of a variety of projects. Projects as varied as coffee tables that are carved to look like orca whales to handrails and stairways to sound studios for musicians. All of these projects were budget driven yet reflected the clients' design wishes. My experience building two story sculptures (stairways) has included carving and sculpting, wood turning, code compliance and attention to details. While most of my work centers on wood, I have experience working with plastics and composites. All of my projects have involved a team of collaborators, craftsmen and designers. My roll on those teams has varied from being the lead to simply being a provider of parts. Many times I have been the person that coordinates all of our activities, kind of the grease between the parts.

Stairways and handrails can be sculptures. Sculptures that people interact with. People walk on them, touch them, look at them, slide down them, decorate them for the seasons and more. I think that stairs and handrails are unique in that depth of interaction. You can probably tell that I would like to collaborate in the creation of rails that serve a function while reflecting a sporting and family theme. This could be realized as simply as having profiles of people engaged in various sports fabricated and incorporated into the railings. Or it could be expressed by having a series of unique newel posts. Newel posts are the big posts where a rail begins or ends. Those posts could be athletes in "action" or could be square with the athletic endeavors depicted on the sides or faces. All of these ideas could be also used as table bases in dining or rest areas. They could be incorporated into bike racks and benches. For example the ends of benches could also be "profiles of people engaged in various sports".

Choosing a "universal" approach (i.e. profiled panels) and repeating variations of that theme is a budget stretching idea. Utilizing the part of the construction budget that already exists for railings is also a budget stretching approach.

I hope you find my pictures adequate. While viewing them realize that they represent a small fraction of my work, that they show some of my experiences, some were taken during fabrication, they represent a group effort and that we would want to develop a design that is different then any of these photos.

Thank you,



Bill Amaya

Bill Amaya

Cimarron Lofting Inc.

Po Box 4796
1730 Lear Ln #C
Hailey, Idaho 83333
T 208-578-0218
F 208-578-4125
Stairbuilder@mac.com
www.idahostairbuilder.com

Profile

An Idaho craftsman, business owner, father.

Experience

President Cimarron Lofting Inc. 1998 - Present

Founder and lead for a team of craftsmen building stairs, cabinets, sculptures. We provide experience, facilities and technical abilities for a variety of projects in the northwest states.

Skills

Carpenter, sculpture and carving. Computer modeling, CNC programming. Negotiation and problem solving.

Referrals

Gary Storey Storey Construction	Ketchum Idaho	208-726-8816
John Urban	Hailey Idaho	208-309-3596
Michael Blash AIA	Ketchum Idaho	208-726-1414
Dennis Proksa Black Rock Forge	Pocatello Id	208-775-4975
Allen Alred Alred Precision millworks	Carey Idaho	208-788-8572
Rick Stark Engelmann Inc.	Ketchum Idaho	208-726-9742
Carrie Barlow	Layfayette CA.	925-962-1213
Andrew Bick AIA	Hailey Idaho	208-726-8608
Matt Burbank	Hailey Idaho	208-721-1172
Ralph Christensen AIA	Seattle Wa.	206-783-7914
Robbie Bell Dembergh Construction	Ketchum Idaho	208-726-2440
Jerry Odegard	Hailey Idaho	208-720-0763

Ellen Nasvik
P.O. Box 3412
Hailey, ID 83333
(208)727-7385

City of Hailey Arts Commission
115 Main Street S. Suite H
Hailey, ID 83333

Dear City of Hailey,

I am excited about the new rodeo/ice rink complex in Hailey. My children have played Hockey with Hailey ice and I have seen first hand what a great job that organization does to make sure that Winter sports are accessible to everyone. I have lived in South Blaine County for seventeen years and I feel I have grown up here. Now my children are lucky enough to be able to take advantage of all the wonderful things this valley has to offer.

I work in concrete and I imagine the complex will have concrete components. I have worked in a small concrete mold and form-liner factory and that experience has given me many ideas about creating pictorial or design element concrete form-liners which could be cast into interior or exterior walls and repeated around a building. I have also been working with mosaic and scattering recycled glass design to be laid out in concrete floors. I have installed floors with metal bands delineating pattern and color in residential concrete and I would be excited to design something for Hailey. My work for my company, "Post Modern Concrete, ranges from rustic to polished and modern. My personal artwork is a little closer to folk art. I see my concrete sculptures as illustrations to a story. I envision the Rodeo Park requiring something in between. I would like to use the floors and walls to tell a story about how the people of Blaine County feel about their environment and the many opportunities living here afford.

I hope the city will consider some of my ideas for various aspects of the park. The more I think about the project, the more ideas I have and I would welcome an opportunity to discuss some of these. Thank you for your time looking at my application.

Sincerely,



Ellen Nasvik

Elen Nasvik

P.O. Box 3412
Hailey, Idaho 83333
208-727-7385

Profile

My artwork has been following two paths which complement each other. For Post Modern Concrete my work is functional and decorative. I use cement overlays or microtoppings to make showers and to refurbish existing concrete. I precast and polish countertops, hearths, benches and furniture. I also pour full thickness floors and patios. The artwork that I do on my own time is a little more playful. I like to work with animals because people relate to them so easily. I hope to catch someone unaware in their busy day and make them smile as though they are a part of an inside joke or seeing a piece of a story. I am combining the skills I have acquired working with Post Modern Concrete with my own ideas to push my work in new directions.

Exhibitions

1988/89 The Checkered Space Undergraduate Gallery, University of Iowa, sculpture and photography

1989 University of Iowa portfolio scholarship awarded

1991 Columbia College of Art and Design, Chicago, Illinois, temporary installation, "And the Wolf Shall Devour the Sun."

1993 Columbia College of Art and Design, Chicago, Illinois, permanent concrete sculpture installation, "The Leaping Wall".

1994 Different Drummer Bookstore, Hailey, Idaho, painting exhibit.

1996 Commissioned "Reading Deer" for Malibu, California residence.

1996-1997 Iconoclast Bookstore, Ketchum, Idaho, concrete sculpture exhibit.

1997-2000 Garden Art Show, Woodinville, Washington, concrete sculpture exhibits.

2004 "Elk" commissioned piece by the Advocates for a donor.

2008-2010 Green Antelope Gallery, Bellevue, Idaho ongoing concrete sculpture exhibit.

Experience

1990-1991 Concrete mold making and fiber reinforced casting for Custom Rock, St. Paul, MN.

1991-1992 Project Manager for layout and installation of Concrete Waterfalls, Chigagoland Bomanite, Chicago, Illinois.

1993-1998 Concrete Installations for Cliffhangers, Hailey, Idaho.

2004-2010 Formation of Post Modern Concrete, All aspects of decorative concrete construction.

Education

University of Iowa, Bachelor of Arts Degree in Art 1990

Greetings,

I am pleased to be applying for the opportunity of participating as an artist on the new Hailey Rodeo Park. This public work has the promise of playing an important and enduring role in the lives of many present and future members of the Wood River community.

Having lived in Hailey for the past thirty years, and having worked as an artist and designer for that entire span of time, it is natural that I would be excited about working on this very important project.

I feel uniquely qualified to help create painted images, either interior or exterior, in any size or format, but also I am interested in all aspects of architectural design, since I also have an extensive background in construction and sculpture.

Thank you for helping to make this project happen.

Sincerely,

A handwritten signature in black ink, appearing to read 'T. Teitge', written in a cursive style.

Tom Teitge

Resume.

I have lived and worked as an artist in the Wood River Valley for the past thirty years. I have put great effort into bringing the quality of my paintings and murals up to a high level . Over the years, my paintings have appeared in many public places, in a variety of forms.

I have painted public murals, both here and out of state. Both Ketchum and Hailey Atkinson's display my work. I have created many posters for public events, most notably for the Northern Rockies Folk Festival. Also I have shown work in local and out of state galleries.

Through the years, I have received public funding for artwork on federal, state and municipal levels. The Auburn, Washington mural included with my digital images was funded by the Washington State Arts Commission. The mural designs for the Idaho Statehouse, were funded by the Idaho Arts Commission.

Many of my painted works have been funded with private commissions. My paintings hang in many homes and businesses here and out of state. My work as an artist has received a great deal of recognition and acclaim.

It was difficult to select ten images from the hundreds of paintings, but I tried to focus on rodeo, local, and Western themes.

MARIE STEWART: ARTIST

First breath taken, my journey began in a far away country down under. New Zealand was then a sleepy place in its infancy culturally. I absorbed the jewels of vibrant sub-tropical landscape, twinkling early morning dewiness, the essence of green, colorful flowers and painted houses, contrasting black and white sandy beaches, over-sized moon risings and vivid red sunsets.

Visually inquisitive, I attended every exhibit at the one art gallery in my hometown. With my wildly expressive dad, I experimented tie dying clothing, and making leather and beaded accessories to sell. Awakening my dream of being a fashion designer, I began creating patterns and sewing clothes to sell. 'Sungod' was the brand name for a surf line I developed, sub-contracting the manufacturing side, selling in numerous surf stores throughout New Zealand. As a student, I worked in the production of O'Neil surf and dive suits, becoming supervisor of a staff of 20 employees.

I left New Zealand at the age of 21 on a massive Italian ocean going ship via Tahiti, Curacao, Acapulco, the Panama Canal, and Malaga to Naples.

Europe was a feast for my senses as I absorbed the cultures, the art, and architecture during a period of 20 months, before landing in the USA. With my backpack and my few worldly possessions, I travelled from Boston across the northern regions of this new country. Dropping down into the Southwest regions I arrived thirsty to create, in Sedona, Arizona.

Resonating with this unique 'red' environment, I felt a strong sense of belonging and inspired connection with other creative beings. I began experiencing the joy of creating silk garments and deerskin accessories; living and breathing the way of the artist. During this time I met many mentors, muses and fellow artists on the path. My "soul" means of existence was creating and marketing at art and craft shows, one of a kind retail stores, and fulfilling commissions. I measured my personal success by the ability to conduct my life pursuing experiments and explorations in creative endeavors. A conversation in paint emerged, speaking through me, capturing the Southwest essence, in abstract, eclectic, and free form expressions.

My art lead me to Idaho. This IS my way of life; following my path of passion, expressing universal spirit, being influenced by the region.

My current body of work portrays a pointillist style I call dotallistic. My signature influences, the aborigines of Australia and the legendary Kokopelli character fabled by the American Indians, exude enthusiasm for the Wood River Valley.

I hope to introduce The Melonheads, animated characters, who ski, ice-skate, dance, play music and skateboard, to Hailey at the new rodeo park and or dot scenes. Possibilities include indentations on drain covers, imaginative pathways, images enlarged on walls as murals, metal cutouts, embracing my artistic spirit in a permanent community habitat.

The evolution of my unique expression reflects a mix of contemporary and primitive ideas in a bright, bold, magical way. Honoring my cycle of creativity the request for this Public art installation aligns with my abilities and purpose.

The long-term vision for my artistic path is self-exploration, as deep as I can delve and as far as I can radiate on the waves of universal creativity-to leave behind a wake of original works, hand signed by Marie Stewart.

Marie Stewart
PO Box 1507
Hailey ID 83333
mstewartdesigns@gmail.com
(208) 788-4833

MARIE STEWART RESUME

EDUCATION

1972-1974 Clothing and Design Management Course. Auckland Technical Institute. New Zealand.
Worked part time in clothing business as part of the course.

WORK EXPERIENCE

1971-1976 Owner 'Sungod'. Designed, manufactured & wholesaled surf wear throughout New Zealand.
1974-1976 Supervisor manufacturing O'Neil & US Dive Suits. Mitchell Industries, Auckland, New Zealand.

1979-to present day Owner Marie Stewart Designs. Designed, hand made one of a kind art to wear. Hand painted clothing using acrylic paints, selling to specialty boutiques, (in Sedona, AZ, Scottsdale, AZ., Telluride, CO., Sun Valley, ID.) selling at Art and craft shows (see list of shows/exhibitions). Many famous people have purchased my art to wear such as Arnold Schwarzenegger, Bonnie Raitt, The grateful Dead (way back when), Steve Miller, to name a few

1992-1998 DBA Marie Stewart Designs Owner//proprietor retail store, Ketchum, ID Sold one of a kind, hand made and or hand painted clothing that I produced.

1998-2002 Designer/decorator/assistant construction three fine homes in Hailey and Bellevue

2003-present day Art paintings: acrylic ready to hang: 6"x6"-4'6"x4'x6" Many collectors of my art.

SHOWS / EXHIBITIONS

1979 Sedona guild Art to Wear exhibit, Sedona AZ
1981-1984, 2002 Sedona Art Show, Sedona AZ
1981-1985 4th Art Show, Tucson AZ
1982-1986 Mill Ave Art Show, Phoenix AZ
1981-1986 Scottsdale Art Show, Scottsdale AZ
1981 Cloudcroft Art Show, Cloudcroft New Mexico
1981 Florida Art Show, FL
1981-1990 Utah Art Show, Salt Lake City UT
1982 Park City Art Show, Park City UT
1985 Art to Wear Woman's Fashion Show, Jerome AZ
1985 Art to Wear Exhibit, Flagstaff AZ
1985-1991 Sun Valley Art & Craft Show, Sun Valley ID
1985-1993 Salem Art Show, Salem OR
1988 Featured Artist Jazz Festival, Telluride CO

1989-1995 Jackson Hole Art Show, Jackson Hole WY
 1990-1996 Folk-life Art & Craft, Seattle WA
 1990-1993 Art in the Park Boise ID
 1995-1996 Best of the North West Art Show, Seattle WA
 1993-2004 Moscow Renaissance Art & Craft Show, Moscow ID
 1995-2004 Kalispell Art & Craft, Kalispell MT
 1999-2000 Billings Art Show, Billings MT
 2001-2010 Ketchum Art Festival, Ketchum ID
 2004 Art Exhibit. Hamilton, New Zealand
 2006-2008 Art on display at St. Luke Hospital, 18 month exhibit, Ketchum ID
 2006 One Woman Exhibit, Starbucks, Sun Valley Road, Ketchum ID
 2007 August Art Exhibit. Coffee Grinder, Ketchum ID
 2007-2010 'Fresshies' Restaurant, Hailey, ID
 2010 Bigfork Art Festival, Bigfork, Montana
 2010 Jackson Art Festival, Jackson Hole, Wyoming

AWARDS

First Prize Silk Kimono, Sedona Art to Wear Guild Exhibit, Sedona AZ

COMMISSIONS

1988 Poster & T Shirt Design for Jazz Festival, Telluride CO
 1990 Wool Rug Design "Dance & Chant" C Swenson & A Halperin. Seattle, WA
 1992 Mural. Two walls at private residence Pam & Chuck Lyford
 1994-1996 Art To Wear Paintings The Dance & Melonhead Goes Skiing 'The Last Best Place'
 Catalog, Cincinnati OH
 1992 Mural Chuck and Pamela Lyford, Sun Valley, Idaho
 2002 216 ft. long mural, painted in acrylics, in a private tunnel, Sun Valley ID
 2010 Winner Bus Art, back of Valley Bus. Sponsored by SAP,

PRIVATE COLLECTIONS (I've sold hundreds of smaller paintings)

2003 Steve & Tina Bockstahler. Sun valley, Idaho 48"x 60' 'Valley Fall Colors'
 2005 Cornelius T. Ryan. Sun Valley, Idaho 48"x60" 'Pathways'
 2005 Stephanie & John Mackin. San Francisco, CA 48"x60" 'Valley Mountains'
 2004 James & Leslee Reed Hagerman, ID 36"x30" Moon Rising Over Sage Hills
 2006 Collete Evans. Hailey, ID 36"x30" Baldy
 2007 Kerry & Bert Ellis. Boise, ID 2-36"x30" The Eye & The Cosmos
 2008 Per Lindors. Ketchum, ID. Panel of 4 4-36"x10" Abstraction
 2008 Don & Merlino. Seattle, WA. 36"x30" Ski Baldy'
 2009 Carla & David Crane. Aspen, CO . 36"x30" Baldy

Dear Selection Committee:

I am a visual artist and Idaho native currently living in Boise. Growing up on a farm in the small town of Paris, Idaho and then transitioning to the city of Boise has given me a sensitivity to the unique concerns of the largely rural, yet singularly sophisticated town that Hailey is.

A fundamental strength that I provide to this project is my creativity. Last summer I was asked by the Sun Valley Center for the Arts to create an installation as part of the Container Show. I have shown my artwork in numerous Idaho exhibitions including the Boise Art Museum. In addition, I have exhibited work in Portland, Miami and Chicago. In 2009 I was a recipient of a Visual Arts Fellowship from the Idaho Commission on the Arts. As an experienced writing professor at the university level, I also bring the ability to clearly communicate both orally and in writing. Another genuine asset I have to offer is my belief in the power of professional collaboration and brainstorming.

While the digital samples of the artwork I have provided are by no means permanent, the ideas I bring are creative, practical, and feasible. Taking the project's budget into consideration, here is a sample of some ideas I have to contribute:

The use of Horseshoes as a motif and design element. For example, actual horseshoes could be embedded in concrete walkways as "paths" or "trails." Horseshoe shapes could be incorporated into the landscape design of the skate park. A horseshoe shaped bench might even be tenable. Since the arena itself is a kind of horseshoe, I feel this could be an appropriate symbol that ties all the elements of the Hailey Rodeo Park together. Finally, the horseshoe itself is both a symbol of good luck and a definite western archetype.

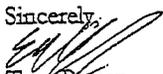
The use of Martyn Mallory's amazing photographs to tie the past with the future. For example, Mallory's photograph (perhaps cropped and enlarged) of the Skating rink on Main St. between the Watt Building and the Commercial Building could be suitable at the Ice Rink Facility. His photographs of horses, 4th of July Parades, and even winter scenes would be fitting. These photographs are a treasure that really should be utilized.

The incorporation of appropriate quotes etched (or in relief) in concrete or laser cut into the steel siding. The quotes could be selected by the design committee as a nod to the rich literary heritage of the Treasure Valley. For example the following Quote from Ezra Pound's *Cantos* could be applicable to the site:

Sun up; work
sundown; to rest.
dig well and drink of the water
dig field; eat of the grain (49/41-44)

These are some of the creative ideas I have to offer. Being involved in the Hailey Rodeo Park would be an incredible opportunity for me. Thank you for reviewing my submitted material.

Sincerely,



Troy Passey



Arts Commission

Call for Artists Request for Qualifications

Hailey Rodeo Park Public Art Elements

Deliver or mail applications to:

City of Hailey
115 Main St. S, Suite H
Hailey, ID 83333

Questions:

Tracy Anderson
Public Art Coordinator
City of Hailey
115 Main St. S, Suite H
Hailey, ID 83333
Phone: 208-788-4221, ext. 26
Fax: 208-788-2924
tracy.anderson@haileycityhall.org

Application Checklist

Please use this checklist in preparing your application. **Incomplete applications will not be considered.** Submit the following:

- A one page cover letter or artist statement saying why the applicant is interested in this opportunity.
- A current artist's resume (not more than two pages).
- A maximum of 10 digital images, in jpeg format on CD, of past work, along with the image list included in this package.
- Self-addressed stamped envelope for return of materials (unless you want us to keep materials on file).

Please do not submit original artwork.

Please do not use any staples, binders, clips or folders. Any presentation packaging will be discarded.

Project Description

The City of Hailey Arts Commission invites Idaho artists to submit qualifications to design and integrate a variety of public art elements into the new Hailey Rodeo Park. Up to five artists may be selected to receive commissions.

The Hailey Rodeo Park is a unique development, combining diverse cultural and recreational amenities into four facilities located on one site: a new indoor ice rink, new multi-use event arena, expanded Hailey Skatepark to include streetscape elements, and a welcome/interpretive center. The Hailey Rodeo Park is also distinguished by its visual impact as one enters Hailey proper from the south.

Public art elements may be incorporated throughout the site and its four facilities, and could include, but are certainly not limited to, the following:

Throughout the site: benches and bike racks.

Ice Rink Facility: sidewalks, main entryway interior (southeast) as well as northeast secondary entryway, wall space above bleachers, stair wells, railings. Dedicated to skating activities November-April and other youth sports programming the remainder of the year. Art elements that engage youth are desired for the ice facility.

Arena: four 7' x 7' art features on south facing façade, railings, restroom floors, announcer's booth. Consider elements that celebrate rodeo heritage and/or other

potential arena uses, such as concerts, festivals, fairs and markets.

Skatepark: Exterior of public restrooms, pedestrian areas, sidewalks, spot shade for skaters and spectators. Art elements that speak to the contemporary, free-spirited nature of skateboarders are desired for the skatepark.

Welcome / Interpretive Center: sidewalks, covered porch columns, one 8' x 8' art feature on south facing façade, exhibit space floors, exterior doors. Consider art elements that offer a unique welcome to residents and visitors, and aid interpretive exhibits on Hailey history and a variety of other topics of interest to the community.

The foregoing list is preliminary and only meant to give artists an introductory idea of the site's potential for incorporating art elements. Additional public art elements identified by the artist are encouraged and welcomed. Project drawings may be reviewed at Hailey City Hall.

The selected artists will work collaboratively with the project architect as part of the design team. Coordination with the architect, public art coordinator and construction management team from design through construction will be required of successful applicants.

Artists of all backgrounds are encouraged to apply – many types of art media and methods may be used in the project. Please plan on attending the Artist Workshop on June 17 to discuss the project in more detail.

Hailey Rodeo Park – Public Art Elements

Request for Qualifications

Idaho artists are invited to submit applications to design and integrate a variety of public art elements into the new Hailey Rodeo Park. Please review the selection process and submit applications to the City of Hailey before 5:00 p.m. on July 7, 2010.

Artist Selection Process

1. Artists Apply: Artists will submit the application materials listed below by the stated deadline.

Applications must include:

- A one-page cover letter and/or artist statement saying why the applicant is interested in this opportunity. Artists should indicate whether they have an interest in a particular aspect of the project (i.e., the ice facility, skatepark, benches, bike racks, etc.). Please let us know of any specific project ideas you may have at this point.
- A current resume (not more than two pages).
- Up to 10 digital images, in jpeg format on CD, of past work, with image list.
- Self-addressed stamped envelope if artist wants work returned. (Do not submit original artwork!)

2. The Selection Panel Chooses Artists: The Selection Panel will review and evaluate the applications.

Selection criteria:

- Inherent artistic quality of work represented in images.
- Appropriateness of past work as it applies to the public art opportunities in the Hailey Rodeo Park project.
- Artist's interest/experience as represented in the cover letter/statement and resume.
- Artist's familiarity and knowledge of Rodeo Park project elements and Hailey community.

Based upon the applicant's qualifications, the Selection Panel may choose up to five artists to work with the design team. The panel reserves the right to request the competition be re-opened.

The Selection Panel may be composed of:

- Ice Rink, Arena and Skatepark Representatives
- Artist/Arts Professional
- Hailey City Council Representative
- Hailey Department Head
- Project Architect
- Hailey Arts Commissioner
- Hailey Parks & Lands Board Representative

Once the artists are approved by all necessary authorities, a contract will be drawn up and signed with the selected artists.

Public Information: The City of Hailey is a public agency. Any information submitted to the city is subject to release as provided for by Idaho Public Records Law.

Project Budget

The budget for the Hailey Rodeo Park public art elements is \$70,000. Up to five artists will be selected for commissions, with an inclusive design fee of \$9,000 per artist (fee covers all artist involvement, such as meetings, design drawings, field time, travel costs, etc.) If fewer than five artists are selected, individual artist fees may be increased at the selection panel's discretion. In any event, total artist fees for the project will not exceed \$45,000. The remainder of the public art budget (\$25,000) will be used for any additional materials required beyond what is already available under the larger project construction budget.

Project Schedule

Qualifications Due:	July 7, 2010
Artist Contracts Awarded:	July 27, 2010
Artist and Project Design	
Coordination Starts:	Aug. 1, 2010
Ice Rink/Arena Construction Starts:	Sept. 1, 2010
Skatepark Design Starts (tentative):	Fall 2010
Welcome/Interpretive Center	
Design Starts (tentative):	Fall 2010
Skatepark/Interpretive	
Center Construction Starts (tentative):	Summer 2011
Project Complete (tentative):	Spring 2012

Eligibility

This call is open to artists 18 years or older living full-time in the State of Idaho. The public art program is open to artists regardless of race, gender, sexual preference, religion, national origin or disability. Incomplete, ineligible or late applications will not be reviewed.

Artist Workshop

The Hailey Arts Commission will conduct a one-hour artist workshop on June 17, 2010, at 5:30 p.m. at Hailey City Hall for all artists interested in applying.

Deadline

Applications must be received by the City of Hailey by 5:00 p.m. on July 7, 2010. (*Postmarks not acceptable.*)

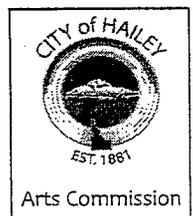
ADA and Section 504 Requirements

The final project must meet all applicable ADA and Section 504 requirements.

Notification of Results

Please do not call the Arts Commission or City Hall to ask about the Selection Panel's recommendations. Artists will receive notification of the decision by letter.

Applications accompanied by return envelope with sufficient postage will be returned. Every effort will be made to ensure the safe handling of submitted materials; however, the City of Hailey will not be responsible for any loss or damage.



AGENDA ITEM SUMMARY

DATE: 7/26/2010 DEPARTMENT: Multiple DEPT. HEAD SIGNATURE: Heather Dawson

SUBJECT:

Motion to authorize the city to enter into a contract with five artists for design, fabrication and installation of public art throughout all elements of the Hailey Rodeo Grounds Redevelopment Project.

AUTHORITY: ID Code _____ IAR _____ City Ordinance/Code 3.08
(IF APPLICABLE)

Hailey's Percent for Public Arts Ordinance Title 3.08

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

After City Council's selection of 5 artists for the rodeo grounds redevelopment project, the council may authorize the city to enter into a contract with those five artists for design, fabrication, installation and completion of the public art elements of the project. The attorney has drafted the contract with information from the Public Arts Coordinator, the City Administrator, the Hailey Arts Commission, and the Idaho Regional Public Art Coordinator, Mark Johnstone. The artists will work collaboratively and creatively with the architect and the city to complete this contract.

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

<input checked="" type="checkbox"/> City Attorney	<input type="checkbox"/> Clerk /Treasurer	<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"/> Arts Commission
<input type="checkbox"/> Safety Committee	<input type="checkbox"/> P & Z Commission	<input type="checkbox"/> Police	<input checked="" type="checkbox"/> Regional Public Art
<input type="checkbox"/> Streets	<input checked="" type="checkbox"/> Public Works, Parks	<input type="checkbox"/> Mayor	Coordinator

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to authorize the city to enter into a contract with five artists, working in team with the city and Ruscitto Latham Blanton, for the design, fabrication and installation of public art components into all elements of the Hailey Rodeo Grounds Redevelopment Project.

FOLLOW-UP REMARKS:*

ART DESIGN CONTRACT

THIS ART DESIGN CONTRACT ("Agreement") is made and entered into this ____ day of _____, 2010, by and between the CITY OF HAILEY, an Idaho municipal corporation ("Hailey") and Bill Amaya, an individual ("Artist").

RECITALS

A. Hailey is a political subdivision of the state of Idaho. Richard L. Davis is the duly elected and acting mayor of Hailey and has been authorized to execute this Agreement.

B. The voters of Hailey recently passed a general obligation bond to construct a multi-use arena, ice skating rink, an interpretative center and an addition to the Hailey skatepark at the Rodeo Grounds ("Rodeo Ground Facilities"). Private donations are also intended to be used to construct the ice skating rink component of the Rodeo Ground Facilities.

C. Under Chapter 3.08 of the Hailey Municipal Code, Hailey is required to incorporate public art during construction of the public facilities, such as the Rodeo Ground Facilities. To that end, Hailey desires design services from artist so public art is incorporated into the Rodeo Ground Facilities.

D. Numerous artists have expressed interest in providing design and fabrication services which would create and incorporate art into the Rodeo Ground Facilities. A selection panel, consisting of residents and Hailey staff, and the Hailey Arts Commission have recommended that the Hailey Mayor and City Council select five (5) artists including the Artist to design art to be incorporated into the Rodeo Ground Facilities.

E. The Artist desires to provide metalwork art design services into the Rodeo Ground Facilities.

F. The Hailey Mayor and City Council approve of the Artist to design art consisting of metalwork art into the Rodeo Ground Facilities.

G. Subject to the terms and conditions of this Agreement, the parties wish to enter into this agreement to provide art design services into the Rodeo Ground Facilities.

AGREEMENT

NOW THEREFORE, Hailey and the Artist, for and in consideration of the recitals, mutual promises and covenants hereinafter set forth, do hereby agree as follows:

1. Scope of Services.

a. The Artist shall attend a collaborative meeting with the project architect, Ruscitto/Latham/Blanton, and Hailey's art coordinator, Tracy Anderson, during the month of August. During the collaborative meeting, the five (5) artists including the Artist, shall

brainstorm various art components and designs within the Rodeo Ground Facilities which will incorporate metalwork art, concrete art, mural(s), detailed visual art and abstract word art. If there is not sufficient time to reach a consensus of the art design work to be performed by the five (5) artists, the collaborative meeting shall be adjourned to a later date(s) until a consensus is reached. At the conclusion of the collaborative meeting, the project architect, art coordinator and five (5) artists shall develop a design plan for the design of each artist's art. At a minimum, the design plan will outline the scope of the art to be designed, the specific site for the art and the time the art design will be submitted.

b. Following the collaborative meeting, the Artist will develop a design for metalwork art as required by the design plan during the collaborative meeting.

c. Upon reasonable notification by the art coordinator, the Artist shall attend a meeting of the Hailey Arts Commission during which time the Artist shall submit his design with a visual depiction of the proposed art and an oral presentation of the Artist's vision.

d. The project architect shall present the Hailey Mayor and City Council with a visual depiction of the entire art design by the five (5) artists, at which time the Hailey Mayor and City Council will approve the designs or seek a re-design of one or more of the art forms.

e. In the event the Artist is requested to re-design the Artist's design, the Artist will develop an alternative design attempting to meet the intent of the Hailey Mayor and City Council. The alternative design would then be presented to the Hailey Arts Commission for its recommendation and then to the Hailey Mayor and City Council for approval.

f. Once the Artist's design is approved by the Hailey Mayor and City Council, the Artist and Hailey will endeavor to enter into a Public Artwork Contract to fabricate and install the art into the Rodeo Ground Facilities as contemplated by the approved design.

2. Consideration. In consideration for providing the services and any necessary materials described herein and subject to the following conditions, Hailey agrees to pay Artist Nine Thousand and no/100's Dollars (\$9,000.00) according to the following schedule:

- a. Three Thousand and 00/100's Dollars (\$3,000.00), upon execution of this Agreement, receipt of which is hereby acknowledged;
- b. Three Thousand and 00/100's Dollars (\$3,000.00), upon Hailey's approval of the Artist's design under paragraphs 1(d) or 1(e) of this Agreement; and
- c. Three Thousand and 00/100's Dollars (\$3,000.00), thirty (30) days after the installed or constructed Artwork is accepted by Hailey, provided the Artist enters into a Public Artwork Contract and provided the Artist's approved design is substantially incorporated into the approved Rodeo Ground Facility.

3. Intellectual Property Rights and Ownership of Rights.

a. Artist's Rights. The Artist retains all rights under the Copy right Act of 1976, 17 U.S.C. §101 *et seq.*, as the sole author of the Artwork for the duration of the copyright.

b. Reproduction Rights. In view of the intention that the final Artwork shall be unique, the Artist shall not make any additional exact duplicate reproductions of the final Artwork, nor shall the Artist grant permission to others to do so except with the written permission of Hailey. However, nothing shall prevent the Artist from creating future artwork in the Artist's manner and style of artistic expression. The Artist grants to Hailey and its assigns an irrevocable license to make two-dimensional reproductions of the Artwork for non-commercial purposes, including, but not limited to, reproductions used in brochures, media publicity, and exhibition catalogues or other similar publications provided that these rights are exercised in a tasteful and professional manner. The Artist shall use the Artist's best efforts in any public showing or resume use of reproductions to give acknowledgment to Hailey in substantially the following form: "An original Artwork commissioned by and in the public art collection of Hailey." If Hailey wishes to make reproductions of the Artwork for commercial purposes, including, but not limited to, tee shirts, post cards and posters, the Parties shall execute a separate agreement to address the terms of the license granted by the Artist and the royalty the Artist shall receive. Hailey is not responsible for any third party infringement of Artist's copyright and not responsible for protecting the intellectual property rights of Artist.

4. Miscellaneous Provisions.

A. Notices. All notices to be served pursuant to this Agreement or which are served with regard to this Agreement shall be sent by certified mail, return receipt, to the parties at the following addresses:

City of Hailey
115 Main Street So.
Hailey, Idaho 83333

Bill Amaya

_____, Idaho 833__

All notices of changes of addresses shall be sent in the same manner.

B. Remedies. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall not preclude nor waive its rights to use any or all other remedies. Any rights provided to the parties under this Agreement are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

C. Independent Contractor. Hailey and Artist hereby agree that the Artist shall be acting exclusively as an independent contractor and not as employee of Hailey. The Parties do not intend to create through this Agreement any partnership, corporation, employer/employee relationship, joint venture or other business entity or relationship other than that of independent contractor. Artist, its agents and employees shall not receive nor be entitled to any employment-related benefits from Hailey including without limitation, workers

compensation insurance, unemployment insurance, health insurance, retirement benefits or any benefit that Hailey offers to its employees. Artist shall be solely responsible for the payment of all payroll and withholding taxes for amounts paid to Artist under this Agreement. Artist hereby releases, holds harmless and agrees to indemnify Hailey from and against any and all claims or penalties, interest, costs and attorney fees, which in any manner relate to or arise from any failure to pay such payroll or withholding taxes.

D. Compliance With Laws. Artist, its agents and employees shall comply with all federal, state and local laws, rules and ordinances.

E. Non-assignment. This Agreement may not be assigned by or transferred by the Artist, in whole or in part, without the prior written consent of Hailey.

F. Entire Contract. This Agreement contains the entire contract between the parties hereto and shall not be modified or changed in any manner, except by prior written contract executed by both parties hereto.

G. Succession. This Agreement shall be binding upon all successors in interest of either party hereto.

H. No Third Party Beneficiaries. This Agreement shall not create any rights or interest in any third parties.

I. Law of Idaho. This Agreement shall be construed in accordance with the laws of the State of Idaho.

J. Severability. If any clause, sentence, or paragraph of this Agreement is held by a court of competent jurisdiction to be invalid for any reason, such decision shall not affect the remaining portions, and the parties do now declare their intention that each such clause, sentence, or paragraph of this Agreement is a separate part hereof.

K. Preparation of Contract. No presumption shall exist in favor of or against any party to this Agreement as a result of the drafting and preparation of the document.

L. No Waiver. No waiver of any breach by either party of the terms of this Agreement shall be deemed a waiver of any subsequent breach of the Agreement.

M. Attorney's Fees. In the event either party hereto is required to retain counsel to enforce a provision of this Agreement, to recover damages resulting from a breach hereof or if either party defaults in the performance of this Agreement, 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.

N. Force Majeure. In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive

governmental laws or regulations, riots, insurrection, war or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act shall be excused for the period of the delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

IN WITNESS WHEREOF, the parties hereto have caused this Art Design Contract to be executed on the day and year first written above.

CITY OF HAILEY

ARTIST

Richard L. Davis, Mayor

Bill Amaya

ATTEST:

Mary Cone, City Clerk

ART DESIGN CONTRACT

THIS ART DESIGN CONTRACT ("Agreement") is made and entered into this ___ day of _____, 2010, by and between the CITY OF HAILEY, an Idaho municipal corporation ("Hailey") and Ellen Nasvik, an individual ("Artist").

RECITALS

A. Hailey is a political subdivision of the state of Idaho. Richard L. Davis is the duly elected and acting mayor of Hailey and has been authorized to execute this Agreement.

B. The voters of Hailey recently passed a general obligation bond to construct a multi-use arena, ice skating rink, an interpretative center and an addition to the Hailey skatepark at the Rodeo Grounds ("Rodeo Ground Facilities"). Private donations are also intended to be used to construct the ice skating rink component of the Rodeo Ground Facilities.

C. Under Chapter 3.08 of the Hailey Municipal Code, Hailey is required to incorporate public art during construction of the public facilities, such as the Rodeo Ground Facilities. To that end, Hailey desires design services from artist so public art is incorporated into the Rodeo Ground Facilities.

D. Numerous artists have expressed interest in providing design and fabrication services which would create and incorporate art into the Rodeo Ground Facilities. A selection panel, consisting of residents and Hailey staff, and the Hailey Arts Commission have recommended that the Hailey Mayor and City Council select five (5) artists including the Artist to design art to be incorporated into the Rodeo Ground Facilities.

E. The Artist desires to provide concrete art design services into the Rodeo Ground Facilities.

F. The Hailey Mayor and City Council approve of the Artist to design art consisting of concrete art into the Rodeo Ground Facilities.

G. Subject to the terms and conditions of this Agreement, the parties wish to enter into this agreement to provide art design services into the Rodeo Ground Facilities.

AGREEMENT

NOW THEREFORE, Hailey and the Artist, for and in consideration of the recitals, mutual promises and covenants hereinafter set forth, do hereby agree as follows:

1. Scope of Services.

a. The Artist shall attend a collaborative meeting with the project architect, Ruscitto/Latham/Blanton, and Hailey's art coordinator, Tracy Anderson, during the month of August. During the collaborative meeting, the five (5) artists including the Artist, shall

brainstorm various art components and designs within the Rodeo Ground Facilities which will incorporate metalwork art, concrete art, mural(s), detailed visual art and abstract word art. If there is not sufficient time to reach a consensus of the art design work to be performed by the five (5) artists, the collaborative meeting shall be adjourned to a later date(s) until a consensus is reached. At the conclusion of the collaborative meeting, the project architect, art coordinator and five (5) artists shall develop a design plan for the design of each artist's art. At a minimum, the design plan will outline the scope of the art to be designed, the specific site for the art and the time the art design will be submitted.

b. Following the collaborative meeting, the Artist will develop a design for concrete art as required by the design plan during the collaborative meeting.

c. Upon reasonable notification by the art coordinator, the Artist shall attend a meeting of the Hailey Arts Commission during which time the Artist shall submit her design with a visual depiction of the proposed art and an oral presentation of the Artist's vision.

d. The project architect shall present the Hailey Mayor and City Council with a visual depiction of the entire art design by the five (5) artists, at which time the Hailey Mayor and City Council will approve the designs or seek a re-design of one or more of the art forms.

e. In the event the Artist is requested to re-design the Artist's design, the Artist will develop an alternative design attempting to meet the intent of the Hailey Mayor and City Council. The alternative design would then be presented to the Hailey Arts Commission for its recommendation and then to the Hailey Mayor and City Council for approval.

f. Once the Artist's design is approved by the Hailey Mayor and City Council, the Artist and Hailey will endeavor to enter into a Public Artwork Contract to fabricate and install the art into the Rodeo Ground Facilities as contemplated by the approved design.

2. Consideration. In consideration for providing the services and any necessary materials described herein and subject to the following conditions, Hailey agrees to pay Artist Nine Thousand and no/100's Dollars (\$9,000.00) according to the following schedule:

- a. Three Thousand and 00/100's Dollars (\$3,000.00), upon execution of this Agreement, receipt of which is hereby acknowledged;
- b. Three Thousand and 00/100's Dollars (\$3,000.00), upon Hailey's approval of the Artist's design under paragraphs 1(d) or 1(e) of this Agreement; and
- c. Three Thousand and 00/100's Dollars (\$3,000.00), thirty (30) days after the installed or constructed Artwork is accepted by Hailey, provided the Artist enters into a Public Artwork Contract and provided the Artist's approved design is substantially incorporated into the approved Rodeo Ground Facility.

3. Intellectual Property Rights and Ownership of Rights.

a. Artist's Rights. The Artist retains all rights under the Copy right Act of 1976, 17 U.S.C. §101 *et seq.*, as the sole author of the Artwork for the duration of the copyright.

b. Reproduction Rights. In view of the intention that the final Artwork shall be unique, the Artist shall not make any additional exact duplicate reproductions of the final Artwork, nor shall the Artist grant permission to others to do so except with the written permission of Hailey. However, nothing shall prevent the Artist from creating future artwork in the Artist's manner and style of artistic expression. The Artist grants to Hailey and its assigns an irrevocable license to make two-dimensional reproductions of the Artwork for non-commercial purposes, including, but not limited to, reproductions used in brochures, media publicity, and exhibition catalogues or other similar publications provided that these rights are exercised in a tasteful and professional manner. The Artist shall use the Artist's best efforts in any public showing or resume use of reproductions to give acknowledgment to Hailey in substantially the following form: "An original Artwork commissioned by and in the public art collection of Hailey." If Hailey wishes to make reproductions of the Artwork for commercial purposes, including, but not limited to, tee shirts, post cards and posters, the Parties shall execute a separate agreement to address the terms of the license granted by the Artist and the royalty the Artist shall receive. Hailey is not responsible for any third party infringement of Artist's copyright and not responsible for protecting the intellectual property rights of Artist.

4. Miscellaneous Provisions.

A. Notices. All notices to be served pursuant to this Agreement or which are served with regard to this Agreement shall be sent by certified mail, return receipt, to the parties at the following addresses:

City of Hailey
115 Main Street So.
Hailey, Idaho 83333

Ellen Nasvik

_____, Idaho 833__

All notices of changes of addresses shall be sent in the same manner.

B. Remedies. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall not preclude nor waive its rights to use any or all other remedies. Any rights provided to the parties under this Agreement are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

C. Independent Contractor. Hailey and Artist hereby agree that the Artist shall be acting exclusively as an independent contractor and not as employee of Hailey. The Parties do not intend to create through this Agreement any partnership, corporation, employer/employee relationship, joint venture or other business entity or relationship other than that of independent contractor. Artist, its agents and employees shall not receive nor be entitled to any employment-related benefits from Hailey including without limitation, workers

compensation insurance, unemployment insurance, health insurance, retirement benefits or any benefit that Hailey offers to its employees. Artist shall be solely responsible for the payment of all payroll and withholding taxes for amounts paid to Artist under this Agreement. Artist hereby releases, holds harmless and agrees to indemnify Hailey from and against any and all claims or penalties, interest, costs and attorney fees, which in any manner relate to or arise from any failure to pay such payroll or withholding taxes.

D. Compliance With Laws. Artist, its agents and employees shall comply with all federal, state and local laws, rules and ordinances.

E. Non-assignment. This Agreement may not be assigned by or transferred by the Artist, in whole or in part, without the prior written consent of Hailey.

F. Entire Contract. This Agreement contains the entire contract between the parties hereto and shall not be modified or changed in any manner, except by prior written contract executed by both parties hereto.

G. Succession. This Agreement shall be binding upon all successors in interest of either party hereto.

H. No Third Party Beneficiaries. This Agreement shall not create any rights or interest in any third parties.

I. Law of Idaho. This Agreement shall be construed in accordance with the laws of the State of Idaho.

J. Severability. If any clause, sentence, or paragraph of this Agreement is held by a court of competent jurisdiction to be invalid for any reason, such decision shall not affect the remaining portions, and the parties do now declare their intention that each such clause, sentence, or paragraph of this Agreement is a separate part hereof.

K. Preparation of Contract. No presumption shall exist in favor of or against any party to this Agreement as a result of the drafting and preparation of the document.

L. No Waiver. No waiver of any breach by either party of the terms of this Agreement shall be deemed a waiver of any subsequent breach of the Agreement.

M. Attorney's Fees. In the event either party hereto is required to retain counsel to enforce a provision of this Agreement, to recover damages resulting from a breach hereof or if either party defaults in the performance of this Agreement, 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.

N. Force Majeure. In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive

governmental laws or regulations, riots, insurrection, war or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act shall be excused for the period of the delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

IN WITNESS WHEREOF, the parties hereto have caused this Art Design Contract to be executed on the day and year first written above.

CITY OF HAILEY

ARTIST

Richard L. Davis, Mayor

Ellen Nasvik

ATTEST:

Mary Cone, City Clerk

ART DESIGN CONTRACT

THIS ART DESIGN CONTRACT ("Agreement") is made and entered into this ___ day of _____, 2010, by and between the CITY OF HAILEY, an Idaho municipal corporation ("Hailey") and Troy Passey, an individual ("Artist").

RECITALS

A. Hailey is a political subdivision of the state of Idaho. Richard L. Davis is the duly elected and acting mayor of Hailey and has been authorized to execute this Agreement.

B. The voters of Hailey recently passed a general obligation bond to construct a multi-use arena, ice skating rink, an interpretative center and an addition to the Hailey skatepark at the Rodeo Grounds ("Rodeo Ground Facilities"). Private donations are also intended to be used to construct the ice skating rink component of the Rodeo Ground Facilities.

C. Under Chapter 3.08 of the Hailey Municipal Code, Hailey is required to incorporate public art during construction of the public facilities, such as the Rodeo Ground Facilities. To that end, Hailey desires design services from artist so public art is incorporated into the Rodeo Ground Facilities.

D. Numerous artists have expressed interest in providing design and fabrication services which would create and incorporate art into the Rodeo Ground Facilities. A selection panel, consisting of residents and Hailey staff, and the Hailey Arts Commission have recommended that the Hailey Mayor and City Council select five (5) artists including the Artist to design art to be incorporated into the Rodeo Ground Facilities.

E. The Artist desires to provide abstract word art design services into the Rodeo Ground Facilities.

F. The Hailey Mayor and City Council approve of the Artist to design art consisting of abstract word art into the Rodeo Ground Facilities.

G. Subject to the terms and conditions of this Agreement, the parties wish to enter into this agreement to provide art design services into the Rodeo Ground Facilities.

AGREEMENT

NOW THEREFORE, Hailey and the Artist, for and in consideration of the recitals, mutual promises and covenants hereinafter set forth, do hereby agree as follows:

1. Scope of Services.

a. The Artist shall attend a collaborative meeting with the project architect, Ruscitto/Latham/Blanton, and Hailey's art coordinator, Tracy Anderson, during the month of August. During the collaborative meeting, the five (5) artists including the Artist, shall

brainstorm various art components and designs within the Rodeo Ground Facilities which will incorporate metalwork art, concrete art, mural(s), detailed visual art and abstract word art. If there is not sufficient time to reach a consensus of the art design work to be performed by the five (5) artists, the collaborative meeting shall be adjourned to a later date(s) until a consensus is reached. At the conclusion of the collaborative meeting, the project architect, art coordinator and five (5) artists shall develop a design plan for the design of each artist's art. At a minimum, the design plan will outline the scope of the art to be designed, the specific site for the art and the time the art design will be submitted.

b. Following the collaborative meeting, the Artist will develop a design for abstract word art as required by the design plan during the collaborative meeting.

c. Upon reasonable notification by the art coordinator, the Artist shall attend a meeting of the Hailey Arts Commission during which time the Artist shall submit his design with a visual depiction of the proposed art and an oral presentation of the Artist's vision.

d. The project architect shall present the Hailey Mayor and City Council with a visual depiction of the entire art design by the five (5) artists, at which time the Hailey Mayor and City Council will approve the designs or seek a re-design of one or more of the art forms.

e. In the event the Artist is requested to re-design the Artist's design, the Artist will develop an alternative design attempting to meet the intent of the Hailey Mayor and City Council. The alternative design would then be presented to the Hailey Arts Commission for its recommendation and then to the Hailey Mayor and City Council for approval.

f. Once the Artist's design is approved by the Hailey Mayor and City Council, the Artist and Hailey will endeavor to enter into a Public Artwork Contract to fabricate and install the art into the Rodeo Ground Facilities as contemplated by the approved design.

2. Consideration. In consideration for providing the services and any necessary materials described herein and subject to the following conditions, Hailey agrees to pay Artist Nine Thousand and no/100's Dollars (\$9,000.00) according to the following schedule:

- a. Three Thousand and 00/100's Dollars (\$3,000.00), upon execution of this Agreement, receipt of which is hereby acknowledged;
- b. Three Thousand and 00/100's Dollars (\$3,000.00), upon Hailey's approval of the Artist's design under paragraphs 1(d) or 1(e) of this Agreement; and
- c. Three Thousand and 00/100's Dollars (\$3,000.00), thirty (30) days after the installed or constructed Artwork is accepted by Hailey, provided the Artist enters into a Public Artwork Contract and provided the Artist's approved design is substantially incorporated into the approved Rodeo Ground Facility.

3. Intellectual Property Rights and Ownership of Rights.

a. Artist's Rights. The Artist retains all rights under the Copy right Act of 1976, 17 U.S.C. §101 *et seq.*, as the sole author of the Artwork for the duration of the copyright.

b. Reproduction Rights. In view of the intention that the final Artwork shall be unique, the Artist shall not make any additional exact duplicate reproductions of the final Artwork, nor shall the Artist grant permission to others to do so except with the written permission of Hailey. However, nothing shall prevent the Artist from creating future artwork in the Artist's manner and style of artistic expression. The Artist grants to Hailey and its assigns an irrevocable license to make two-dimensional reproductions of the Artwork for non-commercial purposes, including, but not limited to, reproductions used in brochures, media publicity, and exhibition catalogues or other similar publications provided that these rights are exercised in a tasteful and professional manner. The Artist shall use the Artist's best efforts in any public showing or resume use of reproductions to give acknowledgment to Hailey in substantially the following form: "An original Artwork commissioned by and in the public art collection of Hailey." If Hailey wishes to make reproductions of the Artwork for commercial purposes, including, but not limited to, tee shirts, post cards and posters, the Parties shall execute a separate agreement to address the terms of the license granted by the Artist and the royalty the Artist shall receive. Hailey is not responsible for any third party infringement of Artist's copyright and not responsible for protecting the intellectual property rights of Artist.

4. Miscellaneous Provisions.

A. Notices. All notices to be served pursuant to this Agreement or which are served with regard to this Agreement shall be sent by certified mail, return receipt, to the parties at the following addresses:

City of Hailey
115 Main Street So.
Hailey, Idaho 83333

Troy Passey

_____, Idaho 833__

All notices of changes of addresses shall be sent in the same manner.

B. Remedies. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall not preclude nor waive its rights to use any or all other remedies. Any rights provided to the parties under this Agreement are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

C. Independent Contractor. Hailey and Artist hereby agree that the Artist shall be acting exclusively as an independent contractor and not as employee of Hailey. The Parties do not intend to create through this Agreement any partnership, corporation, employer/employee relationship, joint venture or other business entity or relationship other than that of independent contractor. Artist, its agents and employees shall not receive nor be entitled to any employment-related benefits from Hailey including without limitation, workers

compensation insurance, unemployment insurance, health insurance, retirement benefits or any benefit that Hailey offers to its employees. Artist shall be solely responsible for the payment of all payroll and withholding taxes for amounts paid to Artist under this Agreement. Artist hereby releases, holds harmless and agrees to indemnify Hailey from and against any and all claims or penalties, interest, costs and attorney fees, which in any manner relate to or arise from any failure to pay such payroll or withholding taxes.

D. Compliance With Laws. Artist, its agents and employees shall comply with all federal, state and local laws, rules and ordinances.

E. Non-assignment. This Agreement may not be assigned by or transferred by the Artist, in whole or in part, without the prior written consent of Hailey.

F. Entire Contract. This Agreement contains the entire contract between the parties hereto and shall not be modified or changed in any manner, except by prior written contract executed by both parties hereto.

G. Succession. This Agreement shall be binding upon all successors in interest of either party hereto.

H. No Third Party Beneficiaries. This Agreement shall not create any rights or interest in any third parties.

I. Law of Idaho. This Agreement shall be construed in accordance with the laws of the State of Idaho.

J. Severability. If any clause, sentence, or paragraph of this Agreement is held by a court of competent jurisdiction to be invalid for any reason, such decision shall not affect the remaining portions, and the parties do now declare their intention that each such clause, sentence, or paragraph of this Agreement is a separate part hereof.

K. Preparation of Contract. No presumption shall exist in favor of or against any party to this Agreement as a result of the drafting and preparation of the document.

L. No Waiver. No waiver of any breach by either party of the terms of this Agreement shall be deemed a waiver of any subsequent breach of the Agreement.

M. Attorney's Fees. In the event either party hereto is required to retain counsel to enforce a provision of this Agreement, to recover damages resulting from a breach hereof or if either party defaults in the performance of this Agreement, 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.

N. Force Majeure. In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive

governmental laws or regulations, riots, insurrection, war or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act shall be excused for the period of the delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

IN WITNESS WHEREOF, the parties hereto have caused this Art Design Contract to be executed on the day and year first written above.

CITY OF HAILEY

ARTIST

Richard L. Davis, Mayor

Troy Passey

ATTEST:

Mary Cone, City Clerk

ART DESIGN CONTRACT

THIS ART DESIGN CONTRACT ("Agreement") is made and entered into this ___ day of _____, 2010, by and between the CITY OF HAILEY, an Idaho municipal corporation ("Hailey") and Marie Stewart, an individual ("Artist").

RECITALS

A. Hailey is a political subdivision of the state of Idaho. Richard L. Davis is the duly elected and acting mayor of Hailey and has been authorized to execute this Agreement.

B. The voters of Hailey recently passed a general obligation bond to construct a multi-use arena, ice skating rink, an interpretative center and an addition to the Hailey skatepark at the Rodeo Grounds ("Rodeo Ground Facilities"). Private donations are also intended to be used to construct the ice skating rink component of the Rodeo Ground Facilities.

C. Under Chapter 3.08 of the Hailey Municipal Code, Hailey is required to incorporate public art during construction of the public facilities, such as the Rodeo Ground Facilities. To that end, Hailey desires design services from artist so public art is incorporated into the Rodeo Ground Facilities.

D. Numerous artists have expressed interest in providing design and fabrication services which would create and incorporate art into the Rodeo Ground Facilities. A selection panel, consisting of residents and Hailey staff, and the Hailey Arts Commission have recommended that the Hailey Mayor and City Council select five (5) artists including the Artist to design art to be incorporated into the Rodeo Ground Facilities.

E. The Artist desires to provide detailed visual art design services into the Rodeo Ground Facilities.

F. The Hailey Mayor and City Council approve of the Artist to design art consisting of detailed visual art into the Rodeo Ground Facilities.

G. Subject to the terms and conditions of this Agreement, the parties wish to enter into this agreement to provide art design services into the Rodeo Ground Facilities.

AGREEMENT

NOW THEREFORE, Hailey and the Artist, for and in consideration of the recitals, mutual promises and covenants hereinafter set forth, do hereby agree as follows:

1. Scope of Services.

a. The Artist shall attend a collaborative meeting with the project architect, Ruscitto/Latham/Blanton, and Hailey's art coordinator, Tracy Anderson, during the month of August. During the collaborative meeting, the five (5) artists including the Artist, shall

brainstorm various art components and designs within the Rodeo Ground Facilities which will incorporate metalwork art, concrete art, mural(s), detailed visual art and abstract word art. If there is not sufficient time to reach a consensus of the art design work to be performed by the five (5) artists, the collaborative meeting shall be adjourned to a later date(s) until a consensus is reached. At the conclusion of the collaborative meeting, the project architect, art coordinator and five (5) artists shall develop a design plan for the design of each artist's art. At a minimum, the design plan will outline the scope of the art to be designed, the specific site for the art and the time the art design will be submitted.

b. Following the collaborative meeting, the Artist will develop a design for detailed visual art as required by the design plan during the collaborative meeting.

c. Upon reasonable notification by the art coordinator, the Artist shall attend a meeting of the Hailey Arts Commission during which time the Artist shall submit her design with a visual depiction of the proposed art and an oral presentation of the Artist's vision.

d. The project architect shall present the Hailey Mayor and City Council with a visual depiction of the entire art design by the five (5) artists, at which time the Hailey Mayor and City Council will approve the designs or seek a re-design of one or more of the art forms.

e. In the event the Artist is requested to re-design the Artist's design, the Artist will develop an alternative design attempting to meet the intent of the Hailey Mayor and City Council. The alternative design would then be presented to the Hailey Arts Commission for its recommendation and then to the Hailey Mayor and City Council for approval.

f. Once the Artist's design is approved by the Hailey Mayor and City Council, the Artist and Hailey will endeavor to enter into a Public Artwork Contract to fabricate and install the art into the Rodeo Ground Facilities as contemplated by the approved design.

2. Consideration. In consideration for providing the services and any necessary materials described herein and subject to the following conditions, Hailey agrees to pay Artist Nine Thousand and no/100's Dollars (\$9,000.00) according to the following schedule:

- a. Three Thousand and 00/100's Dollars (\$3,000.00), upon execution of this Agreement, receipt of which is hereby acknowledged;
- b. Three Thousand and 00/100's Dollars (\$3,000.00), upon Hailey's approval of the Artist's design under paragraphs 1(d) or 1(e) of this Agreement; and
- c. Three Thousand and 00/100's Dollars (\$3,000.00), thirty (30) days after the installed or constructed Artwork is accepted by Hailey, provided the Artist enters into a Public Artwork Contract and provided the Artist's approved design is substantially incorporated into the approved Rodeo Ground Facility.

3. Intellectual Property Rights and Ownership of Rights.

a. Artist's Rights. The Artist retains all rights under the Copy right Act of 1976, 17 U.S.C. §101 *et seq.*, as the sole author of the Artwork for the duration of the copyright.

b. Reproduction Rights. In view of the intention that the final Artwork shall be unique, the Artist shall not make any additional exact duplicate reproductions of the final Artwork, nor shall the Artist grant permission to others to do so except with the written permission of Hailey. However, nothing shall prevent the Artist from creating future artwork in the Artist's manner and style of artistic expression. The Artist grants to Hailey and its assigns an irrevocable license to make two-dimensional reproductions of the Artwork for non-commercial purposes, including, but not limited to, reproductions used in brochures, media publicity, and exhibition catalogues or other similar publications provided that these rights are exercised in a tasteful and professional manner. The Artist shall use the Artist's best efforts in any public showing or resume use of reproductions to give acknowledgment to Hailey in substantially the following form: "An original Artwork commissioned by and in the public art collection of Hailey." If Hailey wishes to make reproductions of the Artwork for commercial purposes, including, but not limited to, tee shirts, post cards and posters, the Parties shall execute a separate agreement to address the terms of the license granted by the Artist and the royalty the Artist shall receive. Hailey is not responsible for any third party infringement of Artist's copyright and not responsible for protecting the intellectual property rights of Artist.

4. Miscellaneous Provisions.

A. Notices. All notices to be served pursuant to this Agreement or which are served with regard to this Agreement shall be sent by certified mail, return receipt, to the parties at the following addresses:

City of Hailey
115 Main Street So.
Hailey, Idaho 83333

Marie Stewart

_____, Idaho 833__

All notices of changes of addresses shall be sent in the same manner.

B. Remedies. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall not preclude nor waive its rights to use any or all other remedies. Any rights provided to the parties under this Agreement are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

C. Independent Contractor. Hailey and Artist hereby agree that the Artist shall be acting exclusively as an independent contractor and not as employee of Hailey. The Parties do not intend to create through this Agreement any partnership, corporation, employer/employee relationship, joint venture or other business entity or relationship other than that of independent contractor. Artist, its agents and employees shall not receive nor be entitled to any employment-related benefits from Hailey including without limitation, workers

compensation insurance, unemployment insurance, health insurance, retirement benefits or any benefit that Hailey offers to its employees. Artist shall be solely responsible for the payment of all payroll and withholding taxes for amounts paid to Artist under this Agreement. Artist hereby releases, holds harmless and agrees to indemnify Hailey from and against any and all claims or penalties, interest, costs and attorney fees, which in any manner relate to or arise from any failure to pay such payroll or withholding taxes.

D. Compliance With Laws. Artist, its agents and employees shall comply with all federal, state and local laws, rules and ordinances.

E. Non-assignment. This Agreement may not be assigned by or transferred by the Artist, in whole or in part, without the prior written consent of Hailey.

F. Entire Contract. This Agreement contains the entire contract between the parties hereto and shall not be modified or changed in any manner, except by prior written contract executed by both parties hereto.

G. Succession. This Agreement shall be binding upon all successors in interest of either party hereto.

H. No Third Party Beneficiaries. This Agreement shall not create any rights or interest in any third parties.

I. Law of Idaho. This Agreement shall be construed in accordance with the laws of the State of Idaho.

J. Severability. If any clause, sentence, or paragraph of this Agreement is held by a court of competent jurisdiction to be invalid for any reason, such decision shall not affect the remaining portions, and the parties do now declare their intention that each such clause, sentence, or paragraph of this Agreement is a separate part hereof.

K. Preparation of Contract. No presumption shall exist in favor of or against any party to this Agreement as a result of the drafting and preparation of the document.

L. No Waiver. No waiver of any breach by either party of the terms of this Agreement shall be deemed a waiver of any subsequent breach of the Agreement.

M. Attorney's Fees. In the event either party hereto is required to retain counsel to enforce a provision of this Agreement, to recover damages resulting from a breach hereof or if either party defaults in the performance of this Agreement, 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.

N. Force Majeure. In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive

governmental laws or regulations, riots, insurrection, war or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act shall be excused for the period of the delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

IN WITNESS WHEREOF, the parties hereto have caused this Art Design Contract to be executed on the day and year first written above.

CITY OF HAILEY

ARTIST

Richard L. Davis, Mayor

Marie Stewart

ATTEST:

Mary Cone, City Clerk

ART DESIGN CONTRACT

THIS ART DESIGN CONTRACT ("Agreement") is made and entered into this ____ day of _____, 2010, by and between the CITY OF HAILEY, an Idaho municipal corporation ("Hailey") and Tom Teitge, an individual ("Artist").

RECITALS

A. Hailey is a political subdivision of the state of Idaho. Richard L. Davis is the duly elected and acting mayor of Hailey and has been authorized to execute this Agreement.

B. The voters of Hailey recently passed a general obligation bond to construct a multi-use arena, ice skating rink, an interpretative center and an addition to the Hailey skatepark at the Rodeo Grounds ("Rodeo Ground Facilities"). Private donations are also intended to be used to construct the ice skating rink component of the Rodeo Ground Facilities.

C. Under Chapter 3.08 of the Hailey Municipal Code, Hailey is required to incorporate public art during construction of the public facilities, such as the Rodeo Ground Facilities. To that end, Hailey desires design services from artist so public art is incorporated into the Rodeo Ground Facilities.

D. Numerous artists have expressed interest in providing design and fabrication services which would create and incorporate art into the Rodeo Ground Facilities. A selection panel, consisting of residents and Hailey staff, and the Hailey Arts Commission have recommended that the Hailey Mayor and City Council select five (5) artists including the Artist to design art to be incorporated into the Rodeo Ground Facilities.

E. The Artist desires to provide mural art design services into the Rodeo Ground Facilities.

F. The Hailey Mayor and City Council approve of the Artist to design art consisting of mural art into the Rodeo Ground Facilities.

G. Subject to the terms and conditions of this Agreement, the parties wish to enter into this agreement to provide art design services into the Rodeo Ground Facilities.

AGREEMENT

NOW THEREFORE, Hailey and the Artist, for and in consideration of the recitals, mutual promises and covenants hereinafter set forth, do hereby agree as follows:

1. Scope of Services.

a. The Artist shall attend a collaborative meeting with the project architect, Ruscitto/Latham/Blanton, and Hailey's art coordinator, Tracy Anderson, during the month of August. During the collaborative meeting, the five (5) artists including the Artist, shall

brainstorm various art components and designs within the Rodeo Ground Facilities which will incorporate metalwork art, concrete art, mural(s), detailed visual art and abstract word art. If there is not sufficient time to reach a consensus of the art design work to be performed by the five (5) artists, the collaborative meeting shall be adjourned to a later date(s) until a consensus is reached. At the conclusion of the collaborative meeting, the project architect, art coordinator and five (5) artists shall develop a design plan for the design of each artist's art. At a minimum, the design plan will outline the scope of the art to be designed, the specific site for the art and the time the art design will be submitted.

b. Following the collaborative meeting, the Artist will develop a design for mural art as required by the design plan during the collaborative meeting.

c. Upon reasonable notification by the art coordinator, the Artist shall attend a meeting of the Hailey Arts Commission during which time the Artist shall submit his design with a visual depiction of the proposed art and an oral presentation of the Artist's vision.

d. The project architect shall present the Hailey Mayor and City Council with a visual depiction of the entire art design by the five (5) artists, at which time the Hailey Mayor and City Council will approve the designs or seek a re-design of one or more of the art forms.

e. In the event the Artist is requested to re-design the Artist's design, the Artist will develop an alternative design attempting to meet the intent of the Hailey Mayor and City Council. The alternative design would then be presented to the Hailey Arts Commission for its recommendation and then to the Hailey Mayor and City Council for approval.

f. Once the Artist's design is approved by the Hailey Mayor and City Council, the Artist and Hailey will endeavor to enter into a Public Artwork Contract to fabricate and install the art into the Rodeo Ground Facilities as contemplated by the approved design.

2. Consideration. In consideration for providing the services and any necessary materials described herein and subject to the following conditions, Hailey agrees to pay Artist Nine Thousand and no/100's Dollars (\$9,000.00) according to the following schedule:

- a. Three Thousand and 00/100's Dollars (\$3,000.00), upon execution of this Agreement, receipt of which is hereby acknowledged;
- b. Three Thousand and 00/100's Dollars (\$3,000.00), upon Hailey's approval of the Artist's design under paragraphs 1(d) or 1(e) of this Agreement; and
- c. Three Thousand and 00/100's Dollars (\$3,000.00), thirty (30) days after the installed or constructed Artwork is accepted by Hailey, provided the Artist enters into a Public Artwork Contract and provided the Artist's approved design is substantially incorporated into the approved Rodeo Ground Facility.

3. Intellectual Property Rights and Ownership of Rights.

a. Artist's Rights. The Artist retains all rights under the Copy right Act of 1976, 17 U.S.C. §101 *et seq.*, as the sole author of the Artwork for the duration of the copyright.

b. Reproduction Rights. In view of the intention that the final Artwork shall be unique, the Artist shall not make any additional exact duplicate reproductions of the final Artwork, nor shall the Artist grant permission to others to do so except with the written permission of Hailey. However, nothing shall prevent the Artist from creating future artwork in the Artist's manner and style of artistic expression. The Artist grants to Hailey and its assigns an irrevocable license to make two-dimensional reproductions of the Artwork for non-commercial purposes, including, but not limited to, reproductions used in brochures, media publicity, and exhibition catalogues or other similar publications provided that these rights are exercised in a tasteful and professional manner. The Artist shall use the Artist's best efforts in any public showing or resume use of reproductions to give acknowledgment to Hailey in substantially the following form: "An original Artwork commissioned by and in the public art collection of Hailey." If Hailey wishes to make reproductions of the Artwork for commercial purposes, including, but not limited to, tee shirts, post cards and posters, the Parties shall execute a separate agreement to address the terms of the license granted by the Artist and the royalty the Artist shall receive. Hailey is not responsible for any third party infringement of Artist's copyright and not responsible for protecting the intellectual property rights of Artist.

4. Miscellaneous Provisions.

A. Notices. All notices to be served pursuant to this Agreement or which are served with regard to this Agreement shall be sent by certified mail, return receipt, to the parties at the following addresses:

City of Hailey
115 Main Street So.
Hailey, Idaho 83333

Tom Teitge

_____, Idaho 833__

All notices of changes of addresses shall be sent in the same manner.

B. Remedies. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall not preclude nor waive its rights to use any or all other remedies. Any rights provided to the parties under this Agreement are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

C. Independent Contractor. Hailey and Artist hereby agree that the Artist shall be acting exclusively as an independent contractor and not as employee of Hailey. The Parties do not intend to create through this Agreement any partnership, corporation, employer/employee relationship, joint venture or other business entity or relationship other than that of independent contractor. Artist, its agents and employees shall not receive nor be entitled to any employment-related benefits from Hailey including without limitation, workers

compensation insurance, unemployment insurance, health insurance, retirement benefits or any benefit that Hailey offers to its employees. Artist shall be solely responsible for the payment of all payroll and withholding taxes for amounts paid to Artist under this Agreement. Artist hereby releases, holds harmless and agrees to indemnify Hailey from and against any and all claims or penalties, interest, costs and attorney fees, which in any manner relate to or arise from any failure to pay such payroll or withholding taxes.

D. Compliance With Laws. Artist, its agents and employees shall comply with all federal, state and local laws, rules and ordinances.

E. Non-assignment. This Agreement may not be assigned by or transferred by the Artist, in whole or in part, without the prior written consent of Hailey.

F. Entire Contract. This Agreement contains the entire contract between the parties hereto and shall not be modified or changed in any manner, except by prior written contract executed by both parties hereto.

G. Succession. This Agreement shall be binding upon all successors in interest of either party hereto.

H. No Third Party Beneficiaries. This Agreement shall not create any rights or interest in any third parties.

I. Law of Idaho. This Agreement shall be construed in accordance with the laws of the State of Idaho.

J. Severability. If any clause, sentence, or paragraph of this Agreement is held by a court of competent jurisdiction to be invalid for any reason, such decision shall not affect the remaining portions, and the parties do now declare their intention that each such clause, sentence, or paragraph of this Agreement is a separate part hereof.

K. Preparation of Contract. No presumption shall exist in favor of or against any party to this Agreement as a result of the drafting and preparation of the document.

L. No Waiver. No waiver of any breach by either party of the terms of this Agreement shall be deemed a waiver of any subsequent breach of the Agreement.

M. Attorney's Fees. In the event either party hereto is required to retain counsel to enforce a provision of this Agreement, to recover damages resulting from a breach hereof or if either party defaults in the performance of this Agreement, 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.

N. Force Majeure. In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive

governmental laws or regulations, riots, insurrection, war or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act shall be excused for the period of the delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

IN WITNESS WHEREOF, the parties hereto have caused this Art Design Contract to be executed on the day and year first written above.

CITY OF HAILEY

ARTIST

Richard L. Davis, Mayor

Tom Teitge

ATTEST:

Mary Cone, City Clerk

AGENDA ITEM SUMMARY

DATE: 7/26/2010 **DEPARTMENT:** Multiple **DEPT. HEAD SIGNATURE:** Heather Dawson

SUBJECT:

Motion to approve selection of artist for the Hailey Town Entryway Marker as recommended by the Artist Selection Panel and the Hailey Arts Commission, and to authorize the city to enter into a contract with Mark Stasz for fabrication and installation of the art work as rendered, at Hailey's Roberta McKercher Park.

AUTHORITY: ID Code _____ IAR _____ City Ordinance/Code 3.08
(IF APPLICABLE)

Hailey's Percent for Public Arts Ordinance Title 3.08

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

The Hailey Town Entryway Public Art Project has received funding from various sources, including many donors, grants, the Hailey Chamber of Commerce, and city appropriations. The final \$1,500 needed to launch this project is drafted for funding from the city's capital budget in FY 2010/2011,

Hailey sent out a Call to Artists for a \$10,000 public art entryway marker in May, 2010. Three finalists were selected from among the artists, and their work was displayed at the Hailey Public Library where written public comment was collected. The selection panel reconvened thereafter to review the comments, interview the artists, and make a recommendation to the Hailey Arts Commission as to their final selection. The Selection Panel stated:

The panel appointed by the Hailey Arts Commission with the exciting prospect of choosing and recommending to the commission the first public art commission for the City of Hailey unanimously recommends the proposed sculpture by Mark Stasz titled "Timeless Portal"; to be placed at Roberta McKercher Park, between the RV site and Main St.

We were fortunate to receive three excellent proposals from three talented local artists, all with extensive experience and national reputations. The piece and site we are recommending will be a strong signature image for Hailey, both welcoming and interesting to view for residents and visitors; while framing and reflecting the landscape we love in new ways.

The materials proposed, steel and walnut travertine, will have a rich look and require minimal maintenance. For the initial public art piece in what we all trust will be a continuing program, we feel a sculpture with a strong presence is warranted. The proposal by Mark Stasz meets that requirement.

The Hailey Arts Commission met on July 19, 2010 to ratify the selection and recommend it on to the City Council by unanimous motion.

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

<input checked="" type="checkbox"/> City Attorney	<input type="checkbox"/> Clerk /Treasurer	<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"/> Arts Commission
<input type="checkbox"/> Safety Committee	<input type="checkbox"/> P & Z Commission	<input type="checkbox"/> Police	<input checked="" type="checkbox"/> Regional Public Art
<input type="checkbox"/> Streets	<input checked="" type="checkbox"/> Public Works, Parks	<input type="checkbox"/> Mayor	Coordinator

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Move to approve selection of artist Mark Stasz for the Hailey Town Entryway Marker as recommended by the Artist Selection Panel and the Hailey Arts Commission, and to authorize the city to enter into a contract for the fabrication and installation of the artwork as rendered, in Hailey's Roberta McKercher Park.

FOLLOW-UP REMARKS:*

Pages 122-130
are purposefully
omitted.

PUBLIC ARTWORK CONTRACT

THIS PUBLIC ARTWORK CONTRACT ("Agreement") is made and entered into this ___ day of July, 2010, by and between the CITY OF HAILEY, an Idaho municipal corporation ("Hailey") and Mark Stasz, an individual ("Artist").

RECITALS

A. Hailey is a political subdivision of the state of Idaho. Richard L. Davis is the duly elected and acting mayor of Hailey and has been authorized to execute this Agreement.

B. By initiating the Hailey Town Entryway Project, Hailey desires to commission the creation of public art, which will incorporate a marker celebrating the entrance to Hailey.

C. Numerous artists have submitted artwork to be considered as part of the Hailey Town Entryway Project. A selection panel, consisting of residents and Hailey staff, and the Hailey Arts Commission have recommended that the Hailey Mayor and City Council select the Artist and his designed artwork ("Artwork") to be installed at the Roberta McKercher Park ("Site"). The specifications of the Artwork ("Design Specifications") are more specifically described in attached **Exhibit "A."**

D. The Hailey Mayor and City Council approve of the Artist to fabricate and install the Artwork at the Site.

E. Subject to the terms and conditions of this Agreement, the parties wish to enter into this agreement to fabricate and install the Artwork at the Site.

AGREEMENT

NOW THEREFORE, Hailey and the Artist, for and in consideration of the recitals, mutual promises and covenants hereinafter set forth, do hereby agree as follows:

1. Scope of Services. The Artist shall fabricate and install the Artwork in substantial conformity with the Design Specifications and this Agreement and provide all of the necessary services and furnish all supplies, material and equipment necessary to fabricate the Artwork. The Artwork shall incorporate a protective sacrificial coating on the entire exposed surface of the Artwork. In addition, the Artist shall provide all of the necessary services, supplies, materials and equipment to assist the Hailey Public Works Department in the transport and installation of the Artwork at the Site. The Artwork must be durable, taking into consideration that the Site is an unsecured public space that may be exposed to the elements such as weather, temperature variation, and considerable movement of people and equipment. The services required under this Agreement shall be performed in a professional manner and in substantial compliance with all terms and conditions under this Agreement. The Artwork shall be fabricated off-site and then transported to and installed on the Site. The Artwork shall be installed at the Site on or before _____, 2010. Prior to transporting the Artwork and installing the Artwork on the Site, the Artist shall notify the Hailey Works Department so arrangements can be made to transport and

install the Artwork. While the Artwork is being installed on-site, the Artist shall avoid creating nuisance conditions arising out of the Artist's operations.

2. Consideration. In consideration for providing the services and materials described herein, Hailey agrees to pay Artist Ten Thousand and no/100's Dollars (\$10,000.00) according to the following schedule:

- a. Four Thousand and 00/100's Dollars (\$4,000.00), upon execution of this Agreement, receipt of which is hereby acknowledged;
- b. Three Thousand and 00/100's Dollars (\$3,000.00), upon Hailey's approval that the fabrication of the Artwork has been completed under paragraph 3(a) of this Agreement; and
- c. Three Thousand and 00/100's Dollars (\$3,000.00), thirty (30) days after Hailey accepts title to the Artwork.

3. Fabrication.

a. Review. Hailey shall have the right to review the Artwork at reasonable times during the fabrication thereof upon reasonable notice. The Artist shall notify Hailey in writing when fabrication of the Artwork has been completed, and that the Artwork is ready for installation at the Site. Upon review of the Artwork, if Hailey determines that the Artwork does not conform to the Design Specifications, Hailey reserves the right to notify the Artist in writing of the deficiencies and that Hailey intends to withhold the second and third payment installments. Hailey shall promptly review changes made to the Artwork, and upon approval, shall release the second payment installment. If the Artist disputes Hailey's determination that the Artwork does not conform, the Artist shall promptly submit reasons in writing to Hailey within ten (10) calendar days of Hailey's notification. Hailey shall make reasonable efforts to resolve the dispute with the Artist in good faith. However, the final determination as to whether the Artist has complied with the terms of this Agreement shall remain with Hailey.

b. Changes. Prior to the execution of any change in the approved design, Artist shall present proposed changes in writing to Hailey for further review and approval. The Artist must provide a detailed description of any significant change in the artistic expression, design, dimensions and materials of the Artwork that is not permitted by nor in substantial conformity with the already approved Design Specifications. Such notice will also include a detailed description of any additional costs that may be incurred or changes in the budget. A significant change is any change which materially affects installation, scheduling, site preparation or maintenance of the Artwork or the concept of the Artwork as represented in the Design Specifications. If Hailey approves the changes, Hailey shall promptly notify the Artist in writing. If Hailey disapproves of the changes, Hailey shall promptly notify the Artist in writing and the Artist shall continue to fabricate the Artwork in substantial conformity with the Design. The Artist's fee shall be equitably adjusted for any increase or decrease in the Artist's cost of, or time required for, performance of any services under this Agreement as a result of revisions made to the Design under this section 3(b). Any claim of the Artist for adjustment under this paragraph must be asserted in writing within ten (10) calendar days after the date of the revision by the Artist.

4. Installation.

a. Review and Acceptance. The Artist shall notify Hailey in writing when all of the Artist's services involving the fabrication and installation of the Artwork as required under this Agreement have been completed. Hailey shall notify the Artist of its final acceptance of the Artwork within ten (10) days after the Artist submits written notice pursuant to this paragraph. The effective date of final acceptance shall be the date Hailey submits written notice to the Artist of its final acceptance of the Artwork. The final acceptance shall be understood to mean that Hailey acknowledges completion of the Artwork in substantial conformity with the Design Specifications, and that Hailey confirms that all of the Artist's services as required under this Agreement have been completed. If Hailey disputes that all the services have been performed, Hailey shall notify the Artist in writing of those services the Artist has failed to perform within ten (10) days after the Artist submitted written notice pursuant to this paragraph. The Artist shall promptly perform those services indicated by Hailey. If the Artist disputes Hailey's determination that not all services have been performed, the Artist shall submit reasons in writing to Hailey within ten (10) days of Hailey's prior notification. Hailey shall make reasonable efforts to resolve the dispute with the Artist in good faith. However, the final determination as to whether all services have been performed shall remain with Hailey.

b. Ownership. Title to the Artwork automatically passes from Artist to Hailey upon final acceptance and final payment.

c. Maintenance. Upon installation of the Artwork, the Artist shall provide Hailey with written instructions for the appropriate maintenance and preservation of the Artwork along with the product data sheets for any material or finish used. After installation, Hailey is responsible for the proper care and maintenance of the Artwork.

5. Public Presentation. After final acceptance of the Artwork, the Artist shall be available at such time(s) as may be mutually agreed upon by Hailey and the Artist to attend any public meetings and community outreach functions, as well as any inauguration or presentation ceremonies relating to the dedication of the Artwork. During such public presentation(s) by the Artist, the Artist shall acknowledge Hailey's role in funding the Artwork. Hailey shall be solely responsible for coordinating public information materials and activities related to public presentations.

6. Risk of Loss. The Artist shall bear the risk of loss or damage to the Artwork until Hailey's final acceptance of the Artwork under paragraph 4(a) of this Agreement. The Artist shall take such measures as are reasonably necessary to protect the Artwork from loss or damage. Hailey shall bear the risk of loss or damage to the Artwork prior to final acceptance only if, during such time, the partially or wholly completed Artwork is in the custody, control or supervision of Hailey or its agent(s) for the purposes of transporting, storing, installing or performing other services to the Artwork.

7. Representations and Warranties. The Artist represents and warrants that:

a. the Artwork is solely the result of the artistic effort of the Artist;

- b. except as otherwise disclosed in writing to Hailey, the Artwork is unique and original and does not infringe upon any copyright or the rights of any person;
- c. the Artwork (or duplicate thereof) has not been accepted for sale elsewhere;
- d. the Artist has not sold, assigned, transferred, licensed, granted, encumbered or utilized the Artwork or any element thereof of any copyright related thereto which may affect or impair the rights granted or title conveyed pursuant to this Agreement;
- e. the Artwork is free and clear of any liens from any source whatsoever;
- f. all Artwork created or performed by the Artist under this Agreement, whether created by the Artist alone or in collaboration with others, shall be wholly original and with the Artist and shall not infringe upon or violate the rights of any third party;
- g. the Artist has the full power to enter into and perform this Agreement and to make the grant of rights or conveyance of title under this Agreement;
- h. all services performed hereunder shall be performed in accordance with all applicable laws, regulations and ordinances, and with all necessary care, skill, and diligence;
- i. these representations and warranties shall survive the termination of this Agreement and conveyance of title to the Artwork; and
- j. all work will be performed in accordance with professional "workmanlike" standards and free from defective or inferior materials and workmanship (including any defects consisting of "inherent vice," or qualities that cause or accelerate deterioration of the Artwork) for one year after the date of final acceptance by Hailey;

8. Intellectual Property Rights and Ownership of Rights.

a. Artist's Rights. The Artist retains all rights under the Copyright Act of 1976, 17 U.S.C. §101 *et seq.*, as the sole author of the Artwork for the duration of the copyright. If any alteration or damage to the Artwork occurs, the Artist shall have the right to disclaim authorship of the Artwork in addition to any remedies the Artists may have in law or equity under this Agreement. Upon written request, Hailey shall remove the identification plaque and all attributive references to the Artist at its own expense within 30 days of receipt of the notice from the Artist. No provision of this Agreement shall obligate Hailey to alter or remove any such attributive reference printed or published prior to Hailey's receipt of such notice. The Artist may take such other action as the Artist may choose in order to disavow the Artwork.

b. Reproduction Rights. In view of the intention that the final Artwork shall be unique, the Artist shall not make any additional exact duplicate three-dimensional reproductions of the final Artwork, nor shall the Artist grant permission to others to do so except

with the written permission of Hailey. However, nothing shall prevent the Artist from creating future artwork in the Artist's manner and style of artistic expression. The Artist grants to Hailey and its assigns an irrevocable license to make two-dimensional reproductions of the Artwork for non-commercial purposes, including, but not limited to, reproductions used in brochures, media publicity, and exhibition catalogues or other similar publications provided that these rights are exercised in a tasteful and professional manner. The Artist shall use the Artist's best efforts in any public showing or resume use of reproductions to give acknowledgment to Hailey in substantially the following form: "An original Artwork commissioned by and in the public art collection of Hailey." If Hailey wishes to make reproductions of the Artwork for commercial purposes, including, but not limited to, tee shirts, post cards and posters, the Parties shall execute a separate agreement to address the terms of the license granted by the Artist and the royalty the Artist shall receive. Hailey is not responsible for any third party infringement of Artist's copyright and not responsible for protecting the intellectual property rights of Artist.

c. Ownership of Documents. One set of presentation materials prepared and submitted under this Agreement shall be retained by Hailey for possible exhibition and to hold for permanent safekeeping.

9. Removal of Artwork.

a. Hailey shall notify the Artist in writing upon adoption of a plan of construction or alteration of the Site which would entail removal or relocation of the Artwork being destroyed, distorted or modified. The Artist shall be granted the right of consultation regarding the removal or relocation of the Artwork. If the Artist does not respond after the lapse of 90 days from the date of service on the Artist or if the Artist cannot be served at the address described herein, the Artwork may removed or relocated as determined by Hailey, without the Artist's consultation or consent. The Artwork may be removed or relocated by Hailey should the Artist and Hailey not reach mutual agreement on the removal or relocation of the Artwork after a period not to exceed 90 days after written notice to the Artist. During the 90 day period, the Parties shall engage in good faith negotiations concerning the Artwork's removal or relocation.

b. In the event of changes in building codes or zoning laws or regulations that cause the Artwork to be in conflict with such codes, laws or regulations, Hailey may authorize the removal or relocation of the Artwork without the Artist's prior permission. In the alternative, Hailey may commission the Artist by a separate agreement to make any necessary changes to the Artwork to render it in conformity with such codes, laws or regulations.

c. If Hailey reasonably determines that the Artwork presents imminent harm or hazard to the public, other than as a result of Hailey's failure to maintain the Artwork as required under this Agreement, Hailey may authorize the removal of the Artwork without the prior approval of the Artist.

d. The provisions of this paragraph 9 are intended to replace and substitute for the rights of the Artist under the Visual Artists' Rights Act to the extent that any portion of this Agreement is in direct conflict with those rights. The parties acknowledge that this Agreement supersedes that law to the extent that this Agreement is in direct conflict therewith.

10. Insurance. The Artist shall maintain in full force and effect, at his sole cost and expense, during the term of this Agreement, commercial general liability insurance for the purpose of protecting Hailey against liability for loss or damage, for bodily injury, property damage, personal injury, death, civil rights violations, and errors and omissions, relating to the operations of the Artist under this Agreement. Such policy shall provide insurance against property damage in an amount not less than \$500,000.00 and bodily injury with limits of not less \$500,000.00 per person and \$1,000,000.00 total for each occurrence; provided, however, the minimum limits of insurance as set forth herein shall be automatically increased at any time the liability limits of Hailey are increased pursuant to the Idaho Tort Claims Act (*Idaho Code Sections 6-901 et seq.*). Such insurance shall be noncancellable except upon thirty (30) days prior written notice to Hailey. All of the insurance policies shall contain provisions that the insurers shall have no right of recovery or subrogation against Hailey, or Hailey's insurer with regard to the aforementioned losses or damages. The Artist's certificates of insurance shall name Hailey and its officials, employees and agents as additional named insured and shall be endorsed to specify that such policies cover the liability assumed by Artist under this Agreement. Artist shall also secure and maintain at least the statutory amounts of worker's compensation, disability benefits, and unemployment insurance in accordance with the laws of the State of Idaho. Such insurance shall provide at least thirty (30) days written notice to Hailey before such policy is suspended, canceled, amended or terminated. The Artist shall provide evidence of acceptable insurance at limits listed above to City Clerk, City of Hailey, 115 Main Street So., Suite H, Hailey, Idaho 83333.

11. Indemnification. The Artist covenants and agrees to indemnify, defend and hold Hailey harmless from and against any and all claims, demands, causes of action, suits, losses, liabilities, damages, costs and expenses, including attorney fees, that may accrue, directly or indirectly, by reason of any act or omission on the part of Artist, its agents, employees, assigns or anyone subcontracting with Artist, related to damages that arise out of this Agreement.

12. Miscellaneous Provisions.

A. Notices. All notices to be served pursuant to this Agreement or which are served with regard to this Agreement shall be sent by certified mail, return receipt, to the parties at the following addresses:

City of Hailey
115 Main Street So.
Hailey, Idaho 83333

Mark Stasz

_____, Idaho 833__

All notices of changes of addresses shall be sent in the same manner.

B. Remedies. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall not preclude nor waive its rights to use any or all other remedies. Any rights provided to the parties under this Agreement are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

C. Independent Contractor. Hailey and Artist hereby agree that the Artist shall fabricate and install the Artwork exclusively as an independent contractor and not as employee of Hailey. The Parties do not intend to create through this Agreement any partnership, corporation, employer/employee relationship, joint venture or other business entity or relationship other than that of independent contractor. Artist, its agents and employees shall not receive nor be entitled to any employment-related benefits from Hailey including without limitation, workers compensation insurance, unemployment insurance, health insurance, retirement benefits or any benefit that Hailey offers to its employees. Artist shall be solely responsible for the payment of all payroll and withholding taxes for amounts paid to Artist under this Agreement. Artist hereby releases, holds harmless and agrees to indemnify Hailey from and against any and all claims or penalties, interest, costs and attorney fees, which in any manner relate to or arise from any failure to pay such payroll or withholding taxes.

D. Compliance With Laws. Artist, its agents and employees shall comply with all federal, state and local laws, rules and ordinances.

E. Non-assignment. This Agreement may not be assigned by or transferred by the Artist, in whole or in part, without the prior written consent of Hailey.

F. Entire Contract. This Agreement contains the entire contract between the parties hereto and shall not be modified or changed in any manner, except by prior written contract executed by both parties hereto.

G. Succession. This Agreement shall be binding upon all successors in interest of either party hereto.

H. No Third Party Beneficiaries. This Agreement shall not create any rights or interest in any third parties.

I. Law of Idaho. This Agreement shall be construed in accordance with the laws of the State of Idaho.

J. Severability. If any clause, sentence, or paragraph of this Agreement is held by a court of competent jurisdiction to be invalid for any reason, such decision shall not affect the remaining portions, and the parties do now declare their intention that each such clause, sentence, or paragraph of this Agreement is a separate part hereof.

K. Preparation of Contract. No presumption shall exist in favor of or against any party to this Agreement as a result of the drafting and preparation of the document.

L. No Waiver. No waiver of any breach by either party of the terms of this Agreement shall be deemed a waiver of any subsequent breach of the Agreement.

M. Attorney's Fees. In the event either party hereto is required to retain counsel to enforce a provision of this Agreement, to recover damages resulting from a breach hereof or if either party defaults in the performance of this Agreement, 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.

N. Force Majeure. In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act shall be excused for the period of the delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

IN WITNESS WHEREOF, the parties hereto have caused this Public Artwork Contract to be executed on the day and year first written above.

CITY OF HAILEY

ARTIST

Richard L. Davis, Mayor

Mark Stasz

ATTEST:

Mary Cone, City Clerk

AGENDA ITEM SUMMARY

DATE: 7/21/10 **DEPARTMENT:** Finance & Records **DEPT. HEAD SIGNATURE:** _____

SUBJECT:

Alcohol Beverage License Renewals

AUTHORITY: ID Code _____ IAR _____ City Ordinance/Code 5.04, 5.08, 5.12
(IF APPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

Annual renewal of alcohol beverage licenses, which expire each year on July 31.

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: (IF APPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Approve the following alcohol beverage licenses, which have been approved by HPD.

- Shorty's
- Albertson's
- Albertson's Express
- Atkinson's Market
- Dirty Bird's LLC (Wiseguy Pizza)
- Three Ten Main
- Valley Gas (Hailey Chevron)
- Valley Gas (Valley Car Wash)
- Flip & Pour (Wicked Spud)
- Davinci's

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

APPLICATION FOR:

Liquor \$562.50 _____
 Wine by the Drink \$200.00 _____
 Beer by the Drink \$200.00 200.00
 Grocery Sale of Wine \$200.00 _____
 Grocery Sale of Beer \$50.00 _____

APPLICATION IS:

New License
 Renewal
 Transfer

TOTAL DUE: 200.00

Applicant Name: Jacob & Jeanne Greenberg

Business Name: Shorty's Rest. Inc.

Business Physical Address: 126 S. Main Hailey

Business Mailing Address: P.O. Box 963 Hailey

Business Phone Number: ~~878-3325~~ 578-1293

Property Owner (if different from applicant): Valley Entertainment

(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).

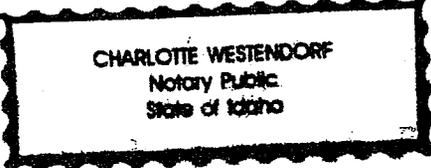
Jeanne Greenberg
Applicant Signature

Date

Subscribed and sworn to before me this 15 day of July, 20 10

Charlotte Westendorf
Notary Public OR City Clerk

Residing at: Hailey ID
My Commission Expires October 19, 2012



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

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



ALCOHOL BEVERAGE LICENSE APPLICATION

APPLICATION FOR:

Liquor \$562.50 _____
 Wine by the Drink \$200.00 _____
 Beer by the Drink \$200.00 _____
 Grocery Sale of Wine \$200.00 _____
 Grocery Sale of Beer \$50.00 _____

APPLICATION IS:

New License
 Renewal
 Transfer

TOTAL DUE: _____

RECEIVED
JUL 15 2010

Applicant Name: Doyle J Troyer

Business Name: New Albertson #130

Business Physical Address: 911 Main St. N.

Business Mailing Address: PO Box 20 Dept #70428 Boise ID 83726

Business Phone Number: 208-395-6200

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).

Doyle J Troyer
Applicant Signature

6/25/10
Date

Subscribed and sworn to before me this 25 day of June, 20 10

Jan Shanholtz
Notary Public OR City Clerk

Residing at: Boise ID
My Commission Expires 11/1/10 - 10

<i>Official Use Only</i>	
State License No.	_____
County License No.	_____
City License No.	_____
Date Approved by Council	_____
<u>[Signature]</u>	_____
Chief of Police	



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



ALCOHOL BEVERAGE LICENSE APPLICATION

APPLICATION FOR:

Liquor \$562.50 _____
 Wine by the Drink \$200.00 _____
 Beer by the Drink \$200.00 _____
 Grocery Sale of Wine \$200.00 _____
 Grocery Sale of Beer \$50.00 _____

APPLICATION IS:

New License
 Renewal
 Transfer

TOTAL DUE: _____

Applicant Name: Doyle J Troyer

Business Name: New Albertson Express #130

Business Physical Address: 1011 Main St. N.

Business Mailing Address: PO Box 20 Dept #70428 Boise ID 83726

Business Phone Number: 208-395-6200

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).

Doyle J Troyer _____ 6/25/10 _____
 Applicant Signature Date

Subscribed and sworn to before me this 25 day of June, 2010

Jan Shanholtz _____
 Notary Public OR City Clerk

Residing at: Boise, ID
 My Commission Expires 11-10-10

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



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



ALCOHOL BEVERAGE LICENSE APPLICATION

APPLICATION FOR:

Liquor \$562.50 _____
 Wine by the Drink \$200.00 _____
 Beer by the Drink \$200.00 _____
 Grocery Sale of Wine \$200.00 _____
 Grocery Sale of Beer \$50.00 _____

APPLICATION IS:

New License
 Renewal
 Transfer

TOTAL DUE: 450.00

Applicant Name: Charles R Atkinson

Business Name: Atkinsons' Market

Business Physical Address: 93 E Croy Hailey

Business Mailing Address: PO Box 2088 Ketchum ID 83340

Business Phone Number: 788-2294

Property Owner (if different from applicant): Alturas Partners

(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).

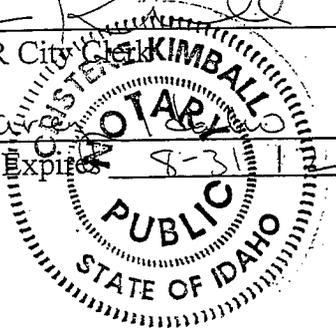
Charles R Atkinson
Applicant Signature

7/8/2010
Date

Subscribed and sworn to before me this 8th day of July, 2010

Carrie Kimball
Notary Public OR City Clerk

Residing at: Carrie Kimball
My Commission Expires 8-31-11



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

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



ALCOHOL BEVERAGE LICENSE APPLICATION

APPLICATION FOR:

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

APPLICATION IS:

New License	<input type="checkbox"/>
Renewal	<input checked="" type="checkbox"/>
Transfer	<input type="checkbox"/>

TOTAL DUE: 400⁰⁰

Applicant Name: Party Birds LLC

Business Name: Wiseguy Pizza Pie

Business Physical Address: 121 N Main

Business Mailing Address: 315 E. Carbonate St. Hailey

Business Phone Number: 208 720 8484

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).

[Signature]
Applicant Signature

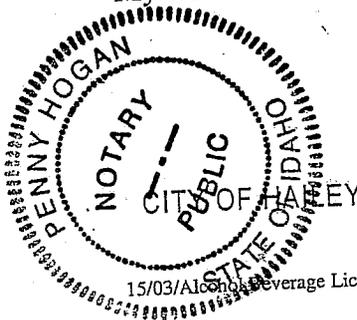
7/12/10
Date

Subscribed and sworn to before me this 12 day of July, 20 10

[Signature]
Notary Public OR City Clerk

Residing at: Hailey Idaho
My Commission Expires 7/25/2011

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



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



ALCOHOL BEVERAGE LICENSE APPLICATION

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	<input type="checkbox"/>
Renewal	<input checked="" type="checkbox"/>
Transfer	<input type="checkbox"/>

TOTAL DUE: 400.00

Applicant Name: Andrea Gallegos

Business Name: Three TEN main restaurant

Business Physical Address: 310 N. Main St.

Business Mailing Address: 409 S. 4th Ave., Hailey

Business Phone Number: 208-788-4161

Property Owner (if different from applicant): Laurie Riggio (Mila Riggio Trust)

(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).

Andrea Gallegos 7/15/10
 Applicant Signature Date

Subscribed and sworn to before me this 16th day of July, 2010

[Signature]
 Notary Public OR City Clerk

Residing at: Hailey ID
 My Commission Expires 1/15/2014

SARAH GRAY
 Notary Public
 State of Idaho

Official Use Only

State License No. _____

County License No. _____

City License No. _____

Date Approved by Council _____

[Signature]
 Chief of Police

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



ALCOHOL BEVERAGE LICENSE APPLICATION

APPLICATION FOR:

Liquor \$562.50 _____
 Wine by the Drink \$200.00 _____
 Beer by the Drink \$200.00 _____
 Grocery Sale of Wine \$200.00 _____
 Grocery Sale of Beer \$50.00 _____

APPLICATION IS:

New License
 Renewal
 Transfer

TOTAL DUE: \$ 250 -

Applicant Name: ~~HAILEY CHEVRON~~ VALLEY GAS, INC.

Business Name: HAILEY CHEVRON

Business Physical Address: 209 S. MAIN ST., HAILEY ID, 83333

Business Mailing Address: P.O. Box 4148

Business Phone Number: 208-788-5408

Property Owner (if different from applicant): BOW & ARROW L.L.C. *Overlapping Principals*
(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).

Applicant Signature [Signature]

Date 6/22/10

Subscribed and sworn to before me this 22nd day of June, 2010

Notary Public OR City Clerk [Signature]

Residing at: Hailey
My Commission Expires 1/15/2014

SARAH GRAY
Notary Public
State of Idaho

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

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



ALCOHOL BEVERAGE LICENSE APPLICATION

APPLICATION FOR:

Liquor \$562.50 _____
 Wine by the Drink \$200.00 _____
 Beer by the Drink \$200.00 _____
 Grocery Sale of Wine \$200.00 _____
 Grocery Sale of Beer \$50.00 _____

APPLICATION IS:

New License
 Renewal
 Transfer

TOTAL DUE: 250-

Applicant Name: VALLEY GAS, INC

Business Name: VALLEY CAR WASH

Business Physical Address: 817 S. 3RD AVE, HAILEY ID, 83333

Business Mailing Address: P.O. BOX 4148, HAILEY ID 83333

Business Phone Number: 208-788-2460

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).

[Signature]
Applicant Signature

6/22/10
Date

Subscribed and sworn to before me this 22nd day of June, 2010

[Signature]
Notary Public OR City Clerk

Residing at: Hailey ID
My Commission Expires 1/15/2014

SARAH GRAY
Notary Public
State of Idaho

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

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



ALCOHOL BEVERAGE LICENSE APPLICATION

APPLICATION FOR:

Liquor \$562.50 _____
 Wine by the Drink \$200.00 200-
 Beer by the Drink \$200.00 200-
 Grocery Sale of Wine \$200.00 _____
 Grocery Sale of Beer \$50.00 _____

APPLICATION IS:

New License
 Renewal
 Transfer

TOTAL DUE: 400-

RECEIVED
JUL 02 2010

Applicant Name: Flip and Pour Inc

Business Name: Wicked Spud

Business Physical Address: 305 N MAIN

Business Mailing Address: 305 N MAIN

Business Phone Number: 788-0009

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).

Mike Brown
Applicant Signature

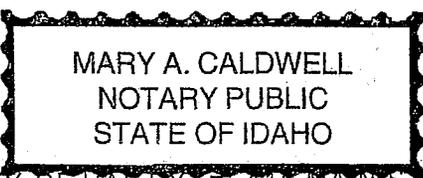
7/2/10
Date

Subscribed and sworn to before me this 2 day of July, 20 10

Mary A. Caldwell
Notary Public OR City Clerk

Residing at: Bellevue, ID
My Commission Expires 08-20-2013

Official Use Only	
State License No.	_____
County License No.	_____
City License No.	_____
Date Approved by Council	_____
<u>Jeff [Signature]</u> Chief of Police	



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



ALCOHOL BEVERAGE LICENSE APPLICATION

APPLICATION FOR:

Liquor \$562.50 _____
 Wine by the Drink \$200.00 _____
 Beer by the Drink \$200.00 _____
 Grocery Sale of Wine \$200.00 _____
 Grocery Sale of Beer \$50.00 _____

APPLICATION IS:

New License
 Renewal
 Transfer

TOTAL DUE: 400 -

Applicant Name: daVincis in Hailey LLC / Larry Schwartz

Business Name: daVincis

Business Physical Address: 17 W. Bullin St. Hailey, Id 83333

Business Mailing Address: Box 3623 Ketchum, Id. 83340

Business Phone Number: 208-788-7699

Property Owner (if different from applicant): Larry Schwartz - Same

(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).

[Signature]
Applicant Signature

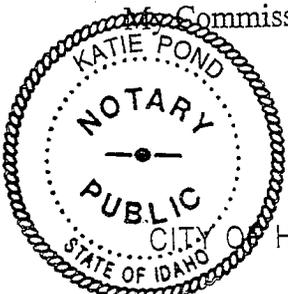
6/30/10
Date

Subscribed and sworn to before me this 30 day of June, 2010

[Signature]
Notary Public OR City Clerk

Residing at: Blaine County
My Commission Expires Oct 14 2011

Official Use Only	
State License No.	_____
County License No.	_____
City License No.	_____
Date Approved by Council	<u>7-19-10</u>
<u>[Signature]</u> Chief of Police	



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

