

AGENDA ITEM SUMMARY

DATE: 7/28/2011

DEPARTMENT: Legal

DEPT. HEAD SIGNATURE: 

SUBJECT:

Memorandum of Restrictive Covenants and Regulatory Agreement, First Amendment to Ground Lease and Memorandum of First Amendment to Ground Lease

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

I am enclosing a proposed Memorandum of Restrictive Covenants and Regulatory Agreement. This document was on the agenda for our last meeting but it was continued to this special meeting. I have reviewed this Memorandum with Michelle Griffith and Gregory Urrutia, representatives of River Street Apartments Limited Partnership, and representatives of Idaho Housing and Finance Association. This Memorandum is designed to insure that in the event of a foreclosure or deed in lieu of foreclosure, the tenants of six apartments will meet the qualifications of the HOME assisted unit program for low income seniors for a minimum of 20 years and a maximum of 30 years. The HOME program is providing financing in the amount of \$515,000, which is apparently equivalent to six units.

I am also enclosing a First Amendment to Ground Lease. This amendment was requested by the lender/investor for the bulk of the financing. This financing is provided through tax credits at the rate of \$600,000 per year for ten years. The tax credit program will result in financing for this project in the total amount of \$3,870,885. The First Amendment has the following provisions:

- The Ground Lease requires the Landlord (Hailey) to approve the construction plans and to approve the encumbrances on the property. It is important to note that the approval of the encumbrances will not change Hailey's first in time priority. The construction plans are attached.
- The First Amendment also revises the Ground Lease to allow River Street Apartments Limited Partnership to lease individual units and to allow the individual tenants to be primarily responsible for utilities.
- The First Amendment now lists the name and address of the Investor Limited Partner. Under the Ground Lease, if there is a default, we have to give notice of a right to cure the default to the Investor Limited Partner.
- To obtain full value of the tax credits, the investor has to insure that the Ground Lease will not terminate during the compliance period for the tax credits. The proposed language states that Hailey cannot terminate the Ground Lease during the compliance period or before December 31, 2029, whichever is sooner.
- The First Amendment corrects the signature block on the Ground Lease.
- Like the Ground Lease, the First Amendment also allows a Memorandum of the First Amendment to be recorded.

Finally, I am enclosing a Memorandum of First Amendment to Ground Lease. This document is designed to be recorded and to give constructive knowledge of the First Amendment.

Ned

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS: Casele # _____

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

Estimated Hours Spent to Date: _____ Estimated Completion Date: _____

Staff Contact: _____ Phone # _____

Comments: _____

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Discuss the Memorandum of Restrictive Covenants and Regulatory Agreement, First Amendment to Ground Lease and Memorandum of First Amendment to Ground Lease. If acceptable, make a motion to approve the Memorandum of Restrictive Covenants and Regulatory Agreement, First Amendment to Ground Lease and Memorandum of First Amendment to Ground Lease, and to authorize the Council President to sign.

FOLLOW-UP REMARKS:

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Idaho Housing and Finance Association
Attn: HOME Dept.
PO Box 7899
Boise, Idaho 83707-1899

**MEMORANDUM OF RESTRICTIVE COVENANTS
AND REGULATORY AGREEMENT**

It is hereby agreed and understood that, in accordance with the Idaho Housing & Finance Association HOME 2010 Administrative Plan and the provisions of a Loan and Regulatory Agreement dated as of July 25, 2011 (the "Agreement") by and between the Idaho Housing and Finance Association, an independent public body corporate and politic of the State of Idaho (the "Association"), having its principal office located at 565 West Myrtle Street, Boise, Idaho, 83702, and River Street Apartments Limited Partnership, an Idaho Limited Partnership (the "Borrower"), having its principal office located at 160 Second Street, Ketchum, Idaho 83340, the Borrower and The City of Hailey, a municipality and political subdivision of the state of Idaho ("Landlord"), having its principal office located at 115 Main Street South, Hailey Idaho 83333, who have entered into a Ground Lease agreement dated January 27, 2011, have covenanted with respect to the property described in Exhibit "A" attached hereto (the "Property"), and do hereby covenant, as follows:

1. The Borrower and/or Landlord, and such successors and assignees as the Association shall approve in writing, shall utilize no less than six (6) units located on the Property solely for the purpose of providing affordable housing to very low income persons as defined in 24 CFR 92.2 pursuant to the provisions of the Agreement (the "HOME Assisted Units"). In order to maintain conformity with the requirements of this section during the period of affordability so that the total number of housing units meeting the requirements of this section remains the same, and each substituted unit is comparable in terms of size, features, and number of bedrooms to the originally designated HOME Assisted Unit, all six (6) HOME Assisted Units shall be designated as "Floating Units". The following income restrictions apply to occupants of the HOME Assisted Units:
 - a. Two (2) one-bedroom units shall be occupied by households whose annual incomes, at the time of Initial Occupancy (which is defined as the onset of occupancy of each and every tenant), do not exceed fifty percent (50%) of the "Area Median Family Income for Blaine County, Idaho" (the "Very Low-income HOME Units");
 - b. Four (4) one-bedroom units shall be occupied by households whose annual incomes, at the time of Initial Occupancy, do not exceed eighty percent (80%) of the "Area Median Family Income for Blaine County, Idaho" (the "Low-income HOME Units");
 - c. For purposes of this section, the "Area Median Family Income for Blaine County, Idaho" shall be determined in accordance with 24 CFR § 92.216(a) (1). Income shall be determined in accordance with 24 CFR Part 5 subpart F.

2. Notwithstanding the covenants in Paragraph 1 above, for the Initial Rent-up of the project (which is defined as the Initial Occupancy of the initial tenants of the project), the six (6) Home Units shall be occupied as follows:
 - a. Two (2) one-bedroom units shall be occupied by households whose annual incomes, at the time of Initial Occupancy, do not exceed forty percent (40%) of the "Area Median Family Income for Blaine County, Idaho" (the "40% HOME Units");
 - b. One (1) one-bedroom unit shall be occupied by households whose annual incomes, at the time of Initial Occupancy, do not exceed forty-five percent (45%) of the "Area Median Family Income for Blaine County, Idaho" (the "45% HOME Units"), and;
 - c. Three (3) one-bedroom units shall be occupied by households whose annual incomes, at the time of Initial Occupancy, do not exceed fifty percent (50%) of the "Area Median Family Income for Blaine County, Idaho" (the "50% HOME Units").
 - d. For purposes of this section, the "Area Median Family Income for Blaine County, Idaho" shall be determined in accordance with 24 CFR § 92.216(a) (1). Income shall be determined in accordance with 24 CFR Part 5 subpart F.
3. Notwithstanding the covenants in Paragraphs 1(a)-1(c) and 2(a)-2(c) above, upon foreclosure or transfer in lieu of foreclosure, the HOME Assisted Units shall be occupied as follows:
 - a. Two (2) one-bedroom units shall be occupied as Very Low-income HOME Units;
 - b. Four (4) one-bedroom units shall be occupied as Low-income HOME Units;
 - c. For purposes of this section, the "Area Median Family Income for Blaine County, Idaho" shall be determined in accordance with 24 CFR § 92.216(a) (1). Income shall be determined in accordance with 24 CFR Part 5 subpart F.

Said covenant shall continue in effect for the statutory minimum Period of Affordability of twenty (20) years after project completion as required by HUD, and for an extended Period of Affordability of an additional ten (10) years as required by the Association. Project completion is established when the required project completion information and beneficiary data are complete, accurate and entered into the HUD Integrated Disbursement and Information System.

4. Unless otherwise approved by the Association in writing, during the Period of Affordability, the rents charged for all six (6) HOME Assisted Units shall be as follows:
 - a. The rents charged for the Very Low-income HOME Units referenced in paragraph 1 above, including the monthly allowance for the utilities and services (excluding telephone) to be paid by the tenant, shall not be more than the lesser of (1) the Section 8 Fair Market Rent for a comparable unit as established by HUD under 24 CFR § 888.111, or (2) the rent established by HUD under 24 CFR § 92.252(b)(1) for a unit occupied by a family with less than fifty percent (50%) of the Area Median Family Income referenced in paragraph 1 above.

- b. The rents charged for the Low-income HOME Units referenced in paragraph 1 above, including the monthly allowance for the utilities and services (excluding telephone) to be paid by the tenant, shall not be more than the lesser of (1) the Section 8 Fair Market Rent for a comparable unit as established by HUD under 24 CFR § 888.111, or (2) the rent established by HUD under 24 CFR § 92.252(b)(1) for a unit occupied by a family with less than eighty percent (80%) of the Area Median Family Income referenced in paragraph 1 above.
5. Notwithstanding the covenants in Paragraph 4 above and unless otherwise approved by the Association in writing, for the Initial Rent-up of the project, the rents charged for all six (6) HOME Assisted Units shall be as follows:
 - a. The rents charged for the 40% HOME Units referenced in paragraph 2 above, including the monthly allowance for the utilities and services (excluding telephone) to be paid by the tenant, shall not be more than the lesser of (1) the Section 8 Fair Market Rent for a comparable unit as established by HUD under 24 CFR § 888.111, or (2) the rent established by the Association for a 40% HOME unit.
 - b. The rents charged for the 45% HOME Units referenced in paragraph 2 above, including the monthly allowance for the utilities and services (excluding telephone) to be paid by the tenant, shall not be more than the lesser of (1) the Section 8 Fair Market Rent for a comparable unit as established by HUD under 24 CFR § 888.111, or (2) the rent established by the Association for a 45% HOME unit.
 - c. The rents charged for the 50% HOME Units referenced in paragraph 2 above, including the monthly allowance for the utilities and services (excluding telephone) to be paid by the tenant, shall not be more than the lesser of (1) the Section 8 Fair Market Rent for a comparable unit as established by HUD under 24 CFR § 888.111, or (2) the rent established by HUD under 24 CFR § 92.252(b)(1) for a unit occupied by a family with less than fifty percent (50%) of the Area Median Family Income referenced in paragraph 2 above.
6. Notwithstanding the covenants in Paragraphs 4(a)-4(b) and 5(a)-5(c) above, upon foreclosure or transfer in lieu of foreclosure, the rents charged for the HOME Assisted Units, including the monthly allowance for the utilities and services (excluding telephone) to be paid by the tenant, shall not be more than the lesser of (1) the Section 8 Fair Market Rent for a comparable unit as established by HUD under 24 CFR § 888.111, or (2) the rent established by HUD under 24 CFR § 92.252(b)(1) as they apply to the Very Low-income and Low-income HOME units, respectively. Said covenant shall continue in effect for the statutory minimum Period of Affordability of twenty (20) years after project completion as required by HUD, and for an extended Period of Affordability of an additional ten (10) years as required by the IHFA. Project completion is established when the required project completion information and beneficiary data are complete, accurate and entered into the HUD Integrated Disbursement and Information System.
7. There shall be no discrimination against, or segregation of, any person, or group of persons, on account of race, color, religion, gender, national origin, age, disability or familial status in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, and the Borrower (itself or any person claiming under or through Borrower) shall not establish or permit

any such practice or practices of discrimination, or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees thereof or any portion thereof.

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

Copies of the Agreement are available at the offices of the Association at 565 West Myrtle Street, Boise, Idaho 83702, telephone (208) 331-4882.

DATED: _____, 2011

IDAHO HOUSING AND FINANCE ASSOCIATION
"Association"

By: _____
Julie H. Williams
Its: Executive Vice President

RIVER STREET APARTMENTS LIMITED PARTNERSHIP, AN IDAHO LIMITED PARTNERSHIP
"Borrower"

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

By: _____
Gregory A. Urrutia, Manager

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

By: _____
Michelle Griffith, Executive Director

STATE OF IDAHO)
) ss.
County of Canyon)

On this _____ day of _____, 2011, before me, a Notary Public in and for said State, personally appeared GREGORY A. URRUTIA, known or identified to me to be one of the managers of River Street Senior Housing, LLC, an Idaho limited liability company, and the manager who subscribed said limited liability company name to the foregoing instrument, and acknowledged to me that he executed the same in said limited liability company name.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

Notary Public for Idaho
Residing at: _____
My commission expires: _____

STATE OF IDAHO)
) ss.
County of Blaine)

On this _____ day of July, 2011, before me, a Notary Public in and for said State, personally appeared FRITZ X. HAEMMERLE, known or identified to me to be the Council President of the City of Hailey, who executed the foregoing instrument, and acknowledged to me that he executed the same.

In witness thereof, I have set my hand and affixed my seal the day and year in this certificate above written.

Notary Public for Idaho
Residing at: _____
My commission expires: _____

EXHIBIT "A"

LEGAL DESCRIPTION

LOT 2A of LOT 2A and PARCEL A, SUTTON SUBDIVISION, BLAINE COUNTY, IDAHO, according to the official plat thereof, recorded December 8, 2006, as Instrument No. 542685, records of Blaine County, Idaho.

Commonly referred to as 731 North River Street, Hailey, ID 83333

FIRST AMENDMENT TO GROUND LEASE

This First Amendment to Ground Lease ("First Amendment") is entered into this ___ day of July, 2011 by and between CITY OF HAILEY, a municipality and political subdivision of the state of Idaho, ("Landlord") and RIVER STREET APARTMENTS LIMITED PARTNERSHIP, an Idaho limited partnership ("Tenant").

RECITALS

A. Landlord and Tenant entered into a Ground Lease dated January 27, 2011 ("Ground Lease"), for a 99 year term.

B. Tenant has secured financing to construct a twenty four (24) unit apartment building to be constructed on the leased premises, more particularly described in the Ground Lease.

C. To secure the financing, Tenant has requested amendments to the Ground Lease and certain acknowledgments required by the Ground Lease.

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

AGREEMENT

NOW, THEREFORE, in consideration of Ten and No/100 Dollars (\$10.00), receipt of which is hereby acknowledged, and the mutual covenants, promises, agreements, terms and conditions set forth herein, the Parties covenant and agree or make acknowledgement, as follows:

1. Landlord and Tenant acknowledge that under Section 4(b)(i) of the Ground Lease, Tenant is required to submit comprehensive plans and specifications for the construction of Improvements. Tenant has submitted required Construction Plans to the Landlord and Landlord hereby approves said Construction Plans as submitted subject to Tenant obtaining necessary building and other permits.
2. Landlord and Tenant acknowledge that under Section 13(b)(i) of the Ground Lease, Tenant is required to obtain approval from Landlord to encumber the Leasehold Interest. Landlord hereby approves of the following encumbrances to be recorded in the following sequence:
 - a. Memorandum of Restrictive Covenants in favor of Idaho Housing and Finance Association
 - b. Low-Income Housing Tax Credit Regulatory Agreement in favor of Idaho Housing and Finance Association
 - c. Leasehold Deed of Trust in the amount of \$3,870,885 in favor of Idaho Housing and Finance Association

- d. Regulatory Agreement – Limited Dividend or Nonprofit Rental Housing Development in favor of Idaho Housing and Finance Association
- e. Leasehold Deed of Trust in the amount of \$515,000 in favor of Idaho Housing and Finance Association

Notwithstanding the approval of the above encumbrances, the Parties understand and agree that the above described encumbrances are subordinate to the Ground Lease and that the Ground Lease is superior and prior in time to the above described encumbrances.

3. Landlord and Tenant agree to amend Section 6(b) of the Ground Lease so that individual occupants of residential units within the Premises will be responsible for payment of certain utilities specific to individual residential units and that no default shall be declared under the Ground Lease if such utilities specific to individual residential units incur any late charges or penalties.
4. Landlord and Tenant agree to amend Section 13(a) of the Ground Lease to allow Tenant to lease individual residential units in the Premises to eligible households. Landlord hereby approves and consents to such individual lease agreements.
5. For any notice to the current Investor Limited Partner under the right to cure provisions described in Section 17(g) of the Ground Lease, Landlord and Tenant agree to amend Section 20(f) of the Ground Lease to show the following address for current Investor Limited Partner:

NEF Assignment Corporation
c/o National Equity Fund, Inc.
120 North Riverside Plaza, 15th Floor
Chicago, IL 60606
Attn: Senior Vice-President – Asset Management

6. Landlord and Tenant agree to amend Section 17 of the Ground Lease to add the following: Notwithstanding the foregoing or anything else in the Lease to the contrary, Landlord shall not terminate this Lease prior to December 31, 2029, or prior to the end of the compliance period for federal income tax credits pursuant to Section 42 of the Internal Revenue Code of 1986, as amended, relating to the residential rental housing constructed by the Tenant on the Premises, whichever is sooner.
7. Landlord and Tenant agree to amend the signature of the Ground Lease to show that the general partner of River Street Apartments Limited Partnership is River Street Senior Housing, LLC, which consists of two managers, Gregory A. Urrutia and ARCH Community Land Trust, Inc., an Idaho nonprofit corporation.
8. At the request of either party, the parties hereto shall execute and record a short form or memorandum of this First Amendment to Ground Lease to evidence Tenant's interest in the Premises.

In Witness Whereof, the parties have executed this First Amendment to Ground Lease as of the ____ day of July, 2011.

ATTEST:

CITY OF HAILEY, IDAHO

Mary Cone, Clerk

By: _____
Fritz X. Haemmerle, Council President

RIVER STREET APARTMENTS
LIMITED PARTNERSHIP,
an Idaho limited partnership

By: River Street Senior Housing, LLC,
an Idaho limited liability company
General Partner

By: _____
Gregory A, Urrutia
Manager

By: ARCH Community Land Trust, Inc.
an Idaho nonprofit corporation,
Manager

By: _____
Michelle Griffith
Executive Director

MEMORANDUM OF FIRST AMENDMENT TO GROUND LEASE

THIS MEMORANDUM OF FIRST AMENDMENT TO GROUND LEASE is made this ____ day of July, 2011, by and between the City of Hailey, Idaho, a municipality and political subdivision of the State of Idaho ("City") and River Street Apartments Limited Partnership, an Idaho limited partnership ("River Street").

NOTICE IS HEREBY GIVEN that the City and River Street entered into a certain Ground Lease dated the 27th day of January, 2011 ("Ground Lease"), whereby the City and River Street agreed to lease unimproved property located 731 River Street North, Hailey, Idaho. A Memorandum of Ground Lease was recorded as Instrument No. 585271, records of the County Recorder, Blaine County, Idaho. A Corrected Memorandum of Ground Lease was recorded as Instrument No. 588952, records of the County Recorder, Blaine County, Idaho.

NOTICE IS HEREBY GIVEN that the City and River Street entered into a certain First Amendment to Ground Lease dated the 25th day of July, 2011 ("First Amendment"), whereby the City and River Street agreed to amend the Ground Lease.

The Lease and the First Amendment are binding upon the heirs, successors and assigns to the parties thereto and constitutes a covenant running with the real property more particularly described as Lot 2A of a Replat of LOT 2A AND PARCEL A, SUTTON SUBDIVISION, BLAINE COUNTY, IDAHO, according to the official plat thereof, recorded December 8, 2006, as Instrument No. 542685, records of Blaine County, Idaho.

Copies of the Lease and First Amendment are available for inspection during regular business hours at the Hailey City Hall, Hailey, Idaho.

WITNESS, this Memorandum of First Amendment to Ground Lease is executed on behalf of the City of Hailey, Idaho, this ____ day of July, 2011.

CITY OF HAILEY

By _____
FRITZ X. HAEMMERLE, Council President

RIVER STREET APARTMENTS LIMITED
PARTNERSHIP, an Idaho limited partnership

By: River Street Senior Housing, LLC,
an Idaho limited liability company, General Partner

By: _____
Gregory A. Urrutia, Manager

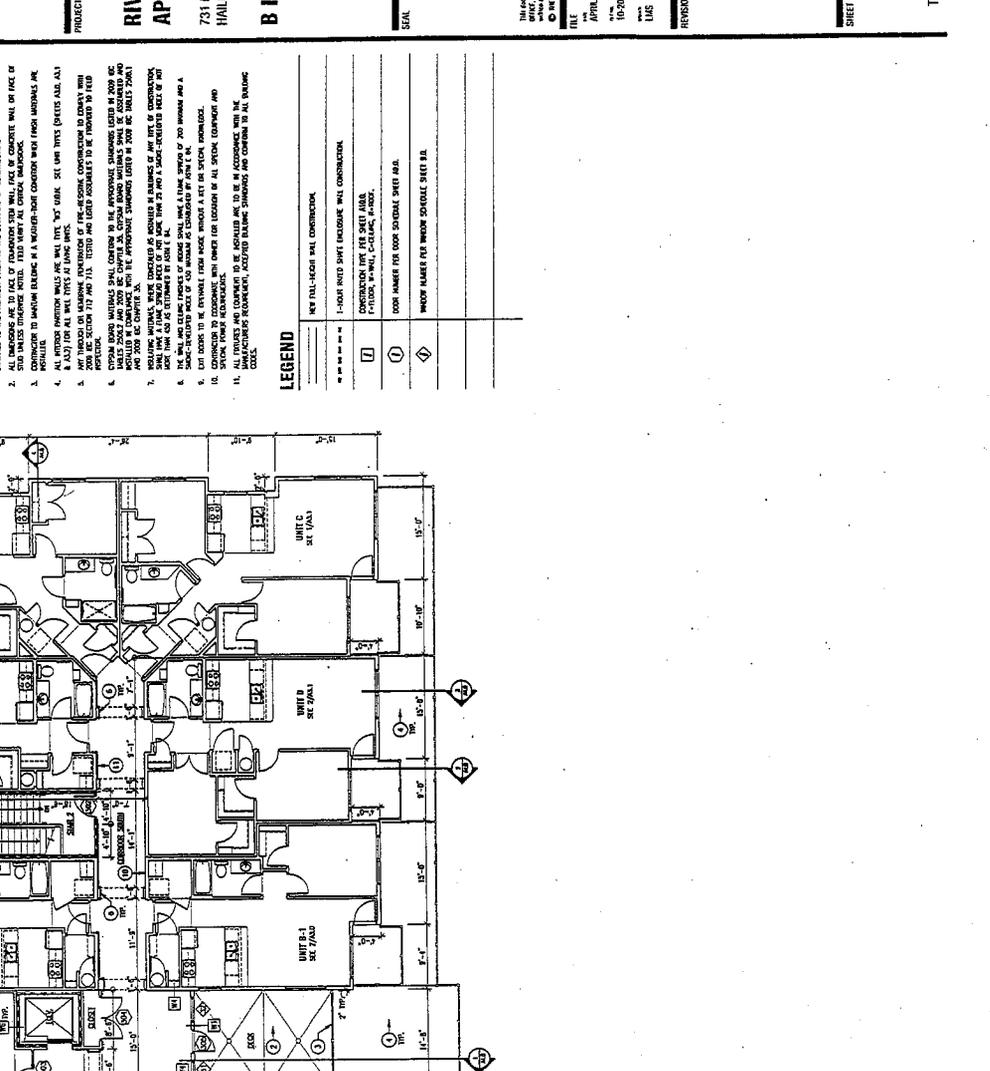
- KEYNOTES**
1. VERIFY CONCRETE FLOOR FOR EXIST. 3/4" x 1/2".
 2. CHECK FOR HIDDEN TRAYS, "T". CHECK TO VERIFY WALL FINISHES, FINISHES AND CHANGES AS REQUIRED TO PROVIDE A WEIR DOWN SLOPE.
 3. CHECK FINISHES FOR DETAILS 1/4" x 1/2" & 1/4" x 1/2".
 4. CHECK FINISHES AT SECOND FLOOR.
 5. NOT USED.
 6. FINISHES 1/4" x 1/2" & 1/4" x 1/2" TO BE APPLIED TO ALL EXPOSED CONCRETE SURFACES AND TO ALL EXPOSED CONCRETE WALLS AND CEILING. FINISHES TO BE APPLIED TO ALL EXPOSED CONCRETE SURFACES AND TO ALL EXPOSED CONCRETE WALLS AND CEILING. FINISHES TO BE APPLIED TO ALL EXPOSED CONCRETE SURFACES AND TO ALL EXPOSED CONCRETE WALLS AND CEILING.
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 9. CHECK FOR HIDDEN TRAYS, "T". CHECK TO VERIFY WALL FINISHES, FINISHES AND CHANGES AS REQUIRED TO PROVIDE A WEIR DOWN SLOPE.
 10. THE CONCRETE CORNER BOUNDARY SHALL BE FINISHED IN 1/4" x 1/2" x 1/2" SET 7-1/2" x 1/2".
 11. CONSIDER HIDDEN TRAY SIZE OF CONCRETE TRAY. SEE 7-1/2" x 1/2".

GENERAL NOTES

1. CONTRACTOR SHALL VERIFY EXISTING CONDITIONS AND REPORT ANY DISCREPANCIES WITH THE DRAWINGS TO THE ARCHITECT PRIOR TO THE BEGINNING OF CONSTRUCTION.
2. ALL DIMENSIONS UNLESS OTHERWISE NOTED SHALL BE TO FACE UNLESS OTHERWISE NOTED.
3. CONTRACTOR TO MAINTAIN FINISHES AS A WEIR-DOWN CONDITION WITH FINISH MATERIALS ARE TO BE MAINTAINED AS SHOWN UNLESS OTHERWISE NOTED.
4. ALL DIMENSIONS UNLESS OTHERWISE NOTED SHALL BE TO FACE UNLESS OTHERWISE NOTED.
5. ALL FINISHES TO BE APPLIED TO ALL EXPOSED CONCRETE SURFACES AND TO ALL EXPOSED CONCRETE WALLS AND CEILING.
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10. CONTRACTOR TO MAINTAIN FINISHES AS A WEIR-DOWN CONDITION WITH FINISH MATERIALS ARE TO BE MAINTAINED AS SHOWN UNLESS OTHERWISE NOTED.
11. ALL DIMENSIONS UNLESS OTHERWISE NOTED SHALL BE TO FACE UNLESS OTHERWISE NOTED.

LEGEND

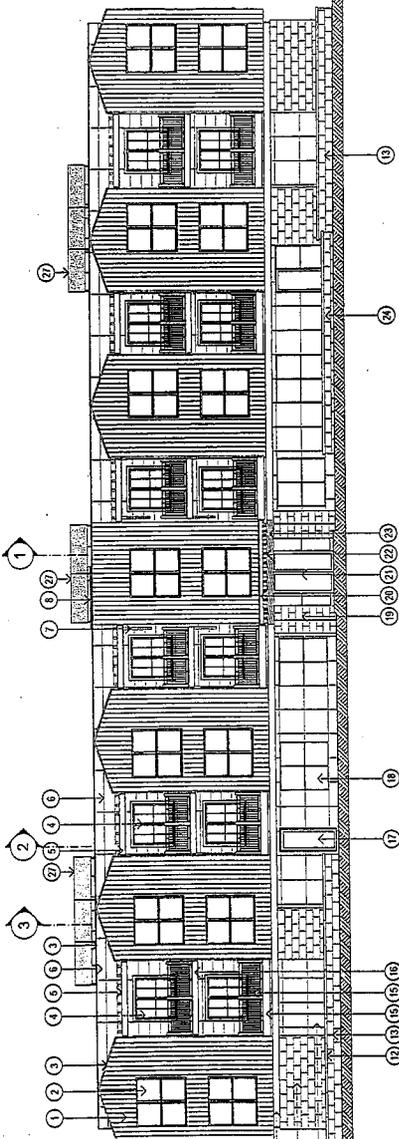
1	1-HOUR RATED PARTY ENCLASURE WALL CONSTRUCTION
2	1-HOUR RATED PARTY ENCLASURE WALL CONSTRUCTION
3	1-HOUR RATED PARTY ENCLASURE WALL CONSTRUCTION
4	1-HOUR RATED PARTY ENCLASURE WALL CONSTRUCTION
5	1-HOUR RATED PARTY ENCLASURE WALL CONSTRUCTION
6	1-HOUR RATED PARTY ENCLASURE WALL CONSTRUCTION
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8	1-HOUR RATED PARTY ENCLASURE WALL CONSTRUCTION
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11	1-HOUR RATED PARTY ENCLASURE WALL CONSTRUCTION



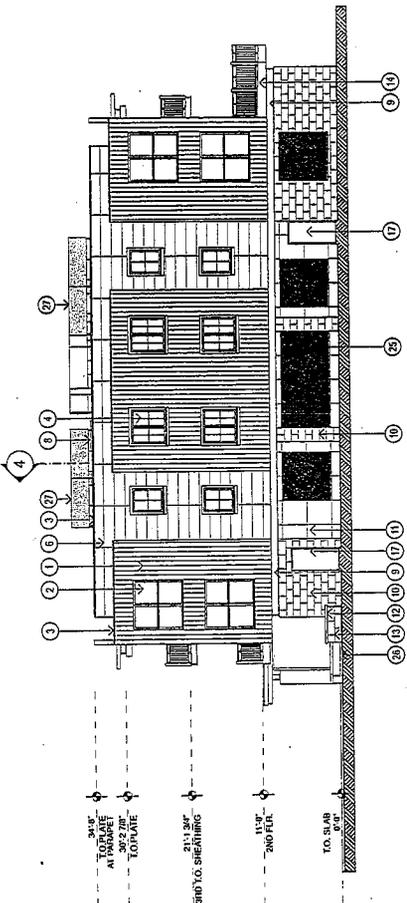
1 THIRD FLOOR PLAN
 SCALE: 1/8" = 1'-0"

ELEVATION KEYNOTES

1. VERTICAL T & G FIBER CEMENT SIDING, PAINTED.
2. STOREFRONT WINDOWS WITH OPERABLE AWNINGS.
3. PREFINISHED METAL CAP FLASHING.
4. DOUBLE GLAZED LOW-E VINYL FRAME SLIDER WINDOWS.
5. STEEL TRUSS ASSEMBLY, POWDER COATED.
6. STEEL TRUSS ASSEMBLY WITH BLACK PIERFINISHED FIBER CEMENT SIDING.
7. STEEL TRUSS ASSEMBLY WITH BLACK PIERFINISHED FIBER CEMENT SIDING SYSTEM, POWDER COATED.
8. STEEL KNEE BRACE, POWDER COATED.
9. ELEVATOR SHAFT ROOF BEYOND.
10. STEEL CHANNEL BELLY BAND, PAINTED.
11. COLORED CONCRETE WALL WITH CONTROL JOINT GRID.
12. EXPOSED CONCRETE WALL WITH WATERPROOFING SYSTEM.
13. EXPOSED CONCRETE WALL WITH WATERPROOFING SYSTEM.
14. EXPOSED CONCRETE SLAB WITH WATERPROOFING SYSTEM.
15. METAL RAILING SYSTEM, POWDER COATED.
16. STEEL FRAMED DECK AND METAL RAILING SYSTEM, POWDER COATED.
17. EXPRESS DOOR.
18. STOREFRONT DOOR & WINDOW SYSTEM.
19. CMU COLUMN WITH 4" X 8" X 16" CMU SPILT FACE VENEER.
20. 2" POLY AND MEMBRANE INSULATING SYSTEM ON OVER LAG BEARING.
21. STOREFRONT WINDOW SYSTEM.
22. TIMBER BEAM.
23. SEAT WALL WITH 4" X 8" X 16" CMU SPILT FACE VENEER, CONCRETE.
24. SEAT WALL WITH 4" X 8" X 16" CMU SPILT FACE VENEER, CONCRETE.
25. STEEL FRAMED OPENINGS WITH METAL SCREEN INSERT, POWDER COATED.
26. BRANDED, SLOPE AWAY FROM BUILDING AT 2% MIN.
27. METAL MECHANICAL SCREEN, POWDER COATED.
28. STEEL FRAMED TRASH ENCLOSURE DOORS WITH METAL SCREEN INSERT, POWDER COATED.



1 EAST ELEVATION
SCALE: 1/8" = 1'-0"



2 NORTH ELEVATION
SCALE: 1/8" = 1'-0"

Price
 Sheets
 Design
 Issues
AC
 THE ARCHITECTS OFFICE 2
 1000 N. WILSON
 WILSONVILLE, OR 97147
 P (503) 343-2931
 F (503) 343-1996
 WWW.ACCOARCHITECTS.COM

PROJECT
RIVER STREET APARTMENTS
 731 N. RIVER STREET
 HALEY, IDAHO 83333
 BID SET

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 BID SET

PROJECT
RIVER STREET APARTMENTS
 731 N. RIVER STREET
 HALEY, IDAHO 83333
 BID SET

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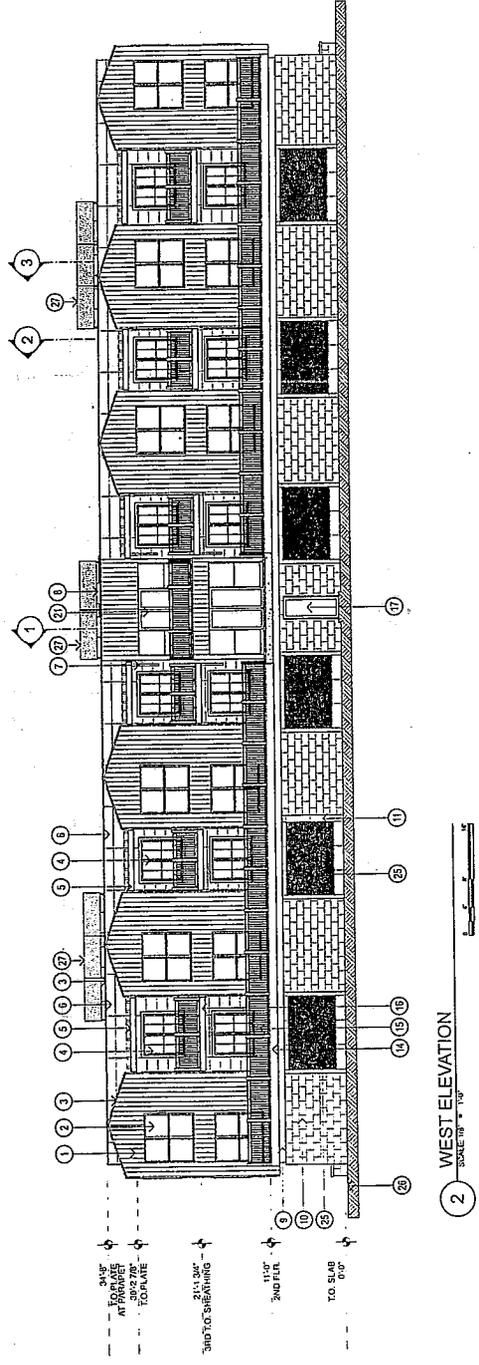
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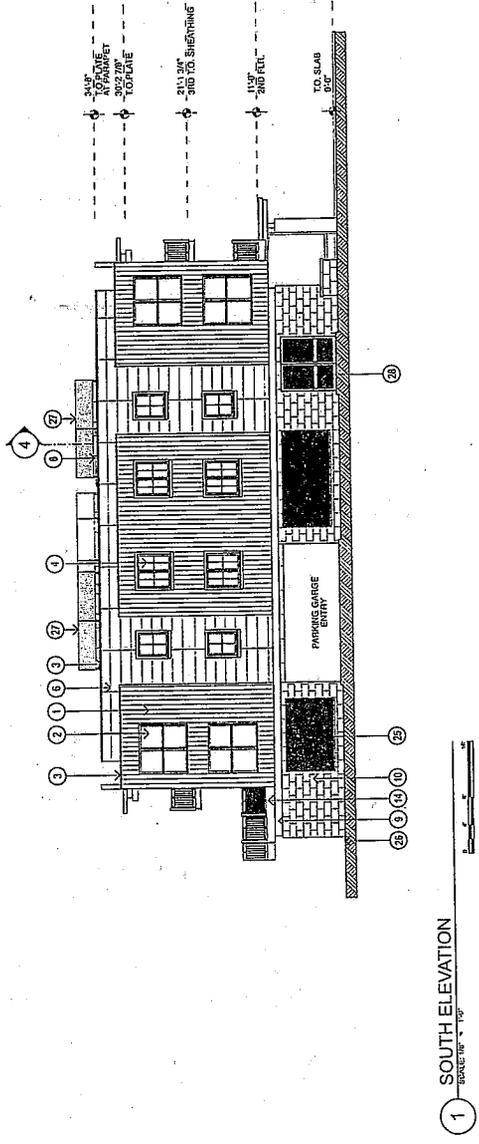
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 BID SET

ELEVATION KEYNOTES

1. VERTICAL T & G FIBER CEMENT SIDING, PAINTED.
2. STOREFRONT WINDOWS WITH OPERABLE AWNINGS.
3. PRIMEFINISHED METAL CAP FLASHING.
4. DOUBLE GLAZED LOW-E VINYL FRAME SLIDER WINDOWS.
5. STEEL TRELLIS ASSEMBLY, POWDER COATED.
6. HICHRIA 18" X 22" ARCHITECTURAL BLOCK, UNFINISHED FIBER CEMENT PANEL SYSTEM, "SNAP" COLOR.
7. EXTERIOR WALL SYSTEM, PAINTED.
8. ELEVATOR SHAFT ROOF BEYOND.
9. STEEL CHANNEL BELLY BAND, PAINTED.
10. 4" X 8" X 1/2" CMU SPLIT FACE VENEER.
11. COLORED CONCRETE WALL WITH CONTROL JOINT GRID.
12. CMU WALL CAP.
13. PLASTER WALL WITH 4" X 8" X 1/2" CMU SPLIT FACE VENEER.
14. METAL RAILING SYSTEM WITH WATERPROOFING SYSTEM.
15. METAL RAILING SYSTEM, POWDER COATED.
16. STEEL FRAMED DECK AND METAL RAILING SYSTEM, POWDER COATED.
17. EGRESS DOOR.
18. STOREFRONT DOOR & WINDOW SYSTEM.
19. CMU COLUMN WITH 4" X 8" X 1/2" CMU SPLIT FACE VENEER.
20. POLYURETHANE FOAM AND MEMBRANE ROOFING SYSTEM OVER T&G.
21. STOREFRONT WINDOW SYSTEM.
22. TIMBER RAFTERS AT 16" O.C.
23. TIMBER BEAM.
24. SEAT WALL WITH 4" X 8" X 1/2" CMU SPLIT FACE VENEER.
25. STEEL FRAMED OPENINGS WITH METAL SCREEN INSERT, POWDER COATED.
26. FINISH GRADE, SLOPE AWAY FROM BUILDING AT 2% MIN.
27. METAL MECHANICAL SCREEN, POWDER COATED.
28. STEEL FRAMED TRASH ENCLOSURE DOORS WITH METAL SCREEN INSERT, POWDER COATED.



2 WEST ELEVATION
SCALE 1/4" = 1'-0"



1 SOUTH ELEVATION
SCALE 1/4" = 1'-0"

70
Plice
Stalder
Cooper
Architects

THE ARCHITECTS OFFICE
499 JAVELIN STREET
BOISE, IDAHO 83726
P (208) 342-8391
V (208) 342-8391
WWW.70ARCH.COM

PROJECT

RIVER STREET APARTMENTS
731 N. RIVER STREET
HAULEY, IDAHO 83333

BID SET

371 N. Main Street
Suite 202
Ketchikan, Idaho 83340
208-725-6854
www.kidnapinc.com

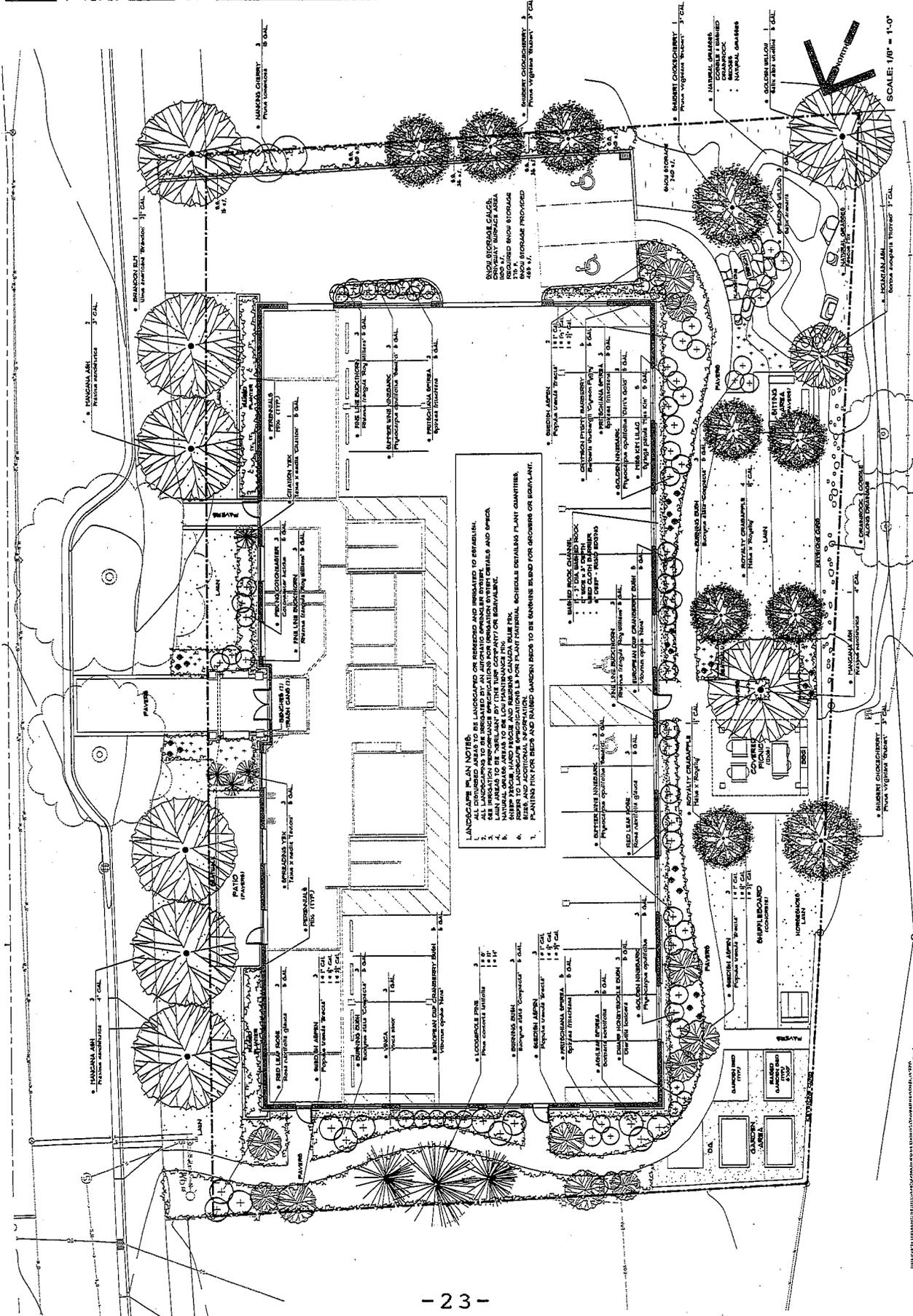
SEAL

REVISIONS

FILE
APRIL 4, 2011

DATE

SHEET
A-5.2
BUILDING ELEVATIONS



NOTES: 1. ALL PLANTS TO BE LANDSCAPED OR RESEED AND IRRIGATED TO ESTABLISH. 2. ALL LANDSCAPING TO BE IRRIGATED BY AN AUTOMATIC SPRINKLER SYSTEM. 3. ALL PLANTINGS TO BE SUBMITTAL BY THE BID COMPANY OR EQUIVALENT. 4. NATURAL DRAINAGE AREAS TO BE MAINTAINED AND NOT COVERED. 5. REFER TO LANDSCAPE SPECIFICATIONS 1.8 FOR PLANT MATERIAL SCHEDULE DETAILS PLANT QUANTITIES. 6. PLANTING FOR BEDS AND RAISED GARDEN BEDS TO BE SHOWN BY THE BIDDER OR SUBMITTANT.

AGENDA ITEM SUMMARY

DATE: 7/28/2011

DEPARTMENT: Legal

DEPT. HEAD SIGNATURE: 

SUBJECT:

Contract for Services (Bellevue law enforcement)

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

I am enclosing a proposed Contract for Services for Bellevue law enforcement. I have reviewed this contract with the Chief of Police and City Administrator.

Ned

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Discuss the Contract of Services and instruct staff whether it is acceptable to formally present to the Bellevue Mayor and City Council.

FOLLOW-UP REMARKS:

CONTRACT FOR SERVICES
(City of Bellevue Law Enforcement)

This Contract for Services ("Contract") made and entered into this _____ day of July, 2011, by and between the City of Hailey, an Idaho municipal corporation ("Hailey") and the City of Bellevue, Idaho, an Idaho municipal corporation ("Bellevue"). (Hailey and Bellevue are collectively referred to as the "Parties").

RECITALS

A. Bellevue has requested proposals for law enforcement services and has selected the Hailey Police Department to provide law enforcement services within the city limits of Bellevue.

B. Bellevue desires enter into a contract with Hailey for the performance of law enforcement protection within the corporate limits of Bellevue.

C. The Parties enter into this Contract for the purpose of establishing reasonable terms and conditions, with consideration based on the reasonable value of services actually rendered under the Contract.

D. This Contract is authorized and provided for by the provisions of Idaho Code §§ 50-301 and 67-2332.

E. The Parties have independently determined that it is in their best interest to enter into this Contract, subject to the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises, agreements, terms and conditions set forth herein, the Parties covenant and agree as follows:

1. Law Enforcement Services. Hailey shall provide to Bellevue, the law enforcement services set forth below together with those services set forth in this Agreement (collectively referred to herein as "Hailey Law Enforcement Services").

A. City Services. Hailey shall provide the following services within the city limits of Bellevue:

1) Reactive patrol to enforce state law and City-adopted municipal ordinances and traffic codes and to respond to residents' and business complaints and calls for service;

2) Proactive patrol to prevent and deter criminal activity;

3) Traffic patrol to enforce applicable traffic codes;

4) Investigation of crimes, infractions, misdemeanors and felonies;

5) Crime prevention, community policing, and involvement of Hailey law enforcement personnel in community events;

6) Animal control;

7) Investigation services by peace officers for felony crimes and misdemeanors. These officers are supported by crime analysis, polygraph, identification, and evidence control;

8) Critical incident operational services; and

9) Administrative services including, without limitation, planning and statistics, subpoena control, training, accounting, payroll, personnel, media relations, fleet control, radio maintenance, purchasing, records, and inspections/internal investigations.

Investigative services for Bellevue for civil matters are excluded under this Contract (*e.g.*, personnel issues). These services may be performed at the request of Bellevue as an additional service under paragraph 4 of this Contract.

B. Method of Service.

1) Hailey shall keep the Bellevue Marshal's Office open at a location designated by Bellevue and Hailey shall staff the office with a full-time Bellevue Marshal, and three (3) additional full-time law enforcement officers everyday during the Initial Term and Extended Term, if any, between 7:00 o'clock a.m. and 3:00 o'clock a.m. on the following day. During the period of time between 3:00 o'clock a.m. and 7:00 o'clock a.m., Hailey will address any emergency law enforcement issue by allowing one or more of its officers to respond. A peace officer shall be appointed as the Bellevue Marshal assigned to Bellevue by Hailey on a full-time basis and shall be approved in advance, along with any replacement, by the Mayor and City Council of Bellevue. Hailey law enforcement officers assigned to work primarily within Bellevue under this Agreement shall be appointed as sworn peace officers of the Marshal's office and shall wear Bellevue uniforms. To provide 24 hour coverage as described herein, all Hailey law enforcement officers shall be appointed as sworn peace officers.

2) All Hailey employees assigned to work primarily within Bellevue shall be issued a Bellevue citation book and shall issue Bellevue citations for all traffic and misdemeanor offenses occurring within Bellevue. All revenue received from citations issued and other revenues received within Bellevue shall be the sole property of Bellevue. Other funds received or property forfeited as a result of crimes or infractions occurring within Bellevue, which would become the sole property of Bellevue if Bellevue had its own independent Marshal's office, shall be the sole property of Bellevue unless such funds or forfeited property resulted from an interagency task force, including but not limited to, the Narcotics Enforcement Team.

3) Positions shall be assigned to Bellevue and shall be dedicated to work within the city limits of Bellevue, subject to responses to assist another jurisdiction in case of emergency.

4) Hailey shall exercise its best efforts to insure that the number of such positions assigned to Bellevue remain constant. Bellevue recognizes that the officers assigned to Bellevue may be unavailable at times due to staffing shortages, training, vacation, sick leave, or other leave. Notwithstanding an officer's absence, calls for service in Bellevue will

be responded to by appropriate Hailey personnel. The transfer of personnel will be coordinated by Hailey, in consultation with the Mayor or designee, to minimize the impact of potential vacancies.

5) Except as set forth in this Agreement, support and administrative services shall be provided to the City at the level, degree and type as provided by Hailey in Hailey.

6) All Hailey law enforcement personnel operating within Bellevue under this Agreement shall be adequately trained and supervised by Hailey.

7) Certain vehicles operating in Bellevue under this Agreement shall have graphics with Bellevue identification. These vehicles shall be operated by Hailey employees assigned to work primarily within the City of Bellevue. Any changes in graphics will be done in consultation with the Mayor.

C. Special Provisions.

1) Hailey shall be responsible for the repair and preventive maintenance of all equipment, software, and accessories that are used in conjunction with the mobile computing program. This agreement does not supersede any Joint Powers Agreement that addresses these items.

2) Hailey shall be responsible for the payment of salary and benefits for personnel providing the services hereunder consistent with Hailey's personnel and compensation programs, along with any associated clothing allowance, supplies, services, telephone, motor pool, systems services, insurance, equipment and associated administrative costs.

3) The Hailey Chief of Police and Bellevue Marshal shall consult with the Mayor and City Council of Bellevue prior to any significant changes in law enforcement and will consult with the Mayor and City Council of Bellevue with regard to law enforcement issues, including long-range law enforcement planning, within Bellevue.

4) The Bellevue Mayor shall have direct access to the Hailey Chief of Police on any matter relating to this Agreement and law enforcement generally within Bellevue.

5) At the request of Bellevue, Hailey will review and comment upon law enforcement impact and needs relative to subdivisions, annexations and other development proposals submitted to Bellevue.

6) The Hailey Chief of Police and the Bellevue Marshal shall meet with the Mayor and City Council of Bellevue during the City's annual budgeting process to consult on the law enforcement needs of Bellevue for the upcoming fiscal year and any renegotiation of this Contract and to assess equipment needs for providing services under this Contract.

2. Term. This Contract is effective commencing at 12:01 o'clock a.m. on October 1, 2011, and continuing until midnight September 30, 2012 ("Initial Term"). The term of this Contract shall be automatically extended by the parties for one (1) additional one (1) year term after the Initial Term ("Extended Term") under the same terms and conditions of this Contract unless either Party provides written notification of its intent to allow the expiration of the Contract more than thirty (30) days before the expiration of the Initial Term.

3. Consideration. Bellevue shall pay Hailey for the services provided in paragraph 1 under this Contract the sum total of Three Hundred Twelve Thousand Eight Hundred Eighteen and 80/100's Dollars (\$312,818.80), which shall be paid in twelve (12) equal monthly installments of Twenty Six Thousand Sixty Eight and 23/100's Dollars (\$26,068.23) per month beginning on or before October 10, 2011 and on or before the tenth day of each month thereafter during the Initial Term or Extended Term, if any. In the event Bellevue fails to make a monthly payment within fifteen (15) days of the payment due date as provided herein, Bellevue shall be responsible for paying the delinquent amount and an additional payment equal to the current rate of return for the State of Idaho Local Government Investment Pool on the delinquent amount for the entire period of the delinquency.

4. Additional Services: Bellevue may request services for special events from the Bellevue Marshal that are in addition to the services set forth in Paragraph 1 of this Contract and shall give the Bellevue Marshal and Hailey reasonable notice of such a request. When such a request is made, the Bellevue Marshal and Hailey will not unreasonably withhold their approval of such additional services. Bellevue agrees to pay for any mutually agreed additional overtime, salary, special pay, benefits, equipment, supply or any other costs relating to or resulting from the provision of services for the requested additional service.

5. Reporting.

A. Data Collection. Hailey shall maintain accurate data collection on law enforcement services and criminal activity within the city limits of Bellevue.

B. Notification of Criminal Activity: As soon as practicable, Hailey will notify the Bellevue Mayor in the event of a significant criminal occurrence within Bellevue.

C. Monthly Reports: Hailey will report monthly on law enforcement activities, traffic incidents and criminal activity within Bellevue. The Bellevue Marshal or designee will attend all regular meetings of the Bellevue City Council and any special council meeting called with regard to law enforcement issues at which the Marshal's attendance is requested. The Bellevue Marshal or designee shall also attend all city management team meetings as appropriate.

6. Independent Contractor; Personnel and Equipment. The Parties agree that Hailey is acting hereunder as an independent contractor for Bellevue and that Bellevue releases any right of control over the method, manner or means by which Hailey performs its duties and responsibilities hereunder. Consistent with the independent contractor status, 1) control of personnel, standards of performance, discipline and all other aspects of performance shall be governed entirely by Hailey (allegations of misconduct shall be investigated in accordance with Hailey protocol); 2) all persons rendering service hereunder shall be Hailey employees employed by Hailey; 3) all liabilities for salaries, wages, any other compensation, employee injury or sickness, and employee complaints arising from services by Hailey hereunder shall be the responsibility of Hailey; 4) Hailey shall furnish personnel, equipment, materials, supplies and such resources and material in accordance with this Contract and as necessary to provide the level of law enforcement service herein described; and 5) ownership of equipment purchased by Hailey shall be retained by Hailey.

7. Bellevue Owned Property, and Evidence

A. Property. Bellevue currently owns certain vehicles, equipment and other property ("Bellevue Property") which Hailey will use in the performance of this Contract. Any

new equipment and other property paid for by Bellevue as a specific capital acquisition line item in the annual budget paid for by Bellevue shall be the property of Bellevue. Bellevue shall provide Hailey with a written inventory list of the Bellevue Property. Upon the expiration or termination of this Contract, all property owned by Bellevue shall be returned to the possession of Bellevue. Hailey shall update the written Inventory List of all Bellevue property. Bellevue shall maintain insurance on the Bellevue Property.

B. Evidence. Hailey shall maintain a written inventory list of all evidence that is taken in on behalf of Bellevue for the purposes of carrying out this Contract, which inventory list of Bellevue evidence shall remain in the possession and control of Hailey. The transfer of the chain of custody of evidence shall be under the direction of the Hailey in accordance with law. Hailey shall control and dispose of all evidence acquired under the terms of this Contract in accordance with law.

8. City Responsibilities.

A. Municipal Police Authority: Bellevue hereby confers municipal police authority on Hailey and the Hailey Police Department and its officers to enforce city and state laws within the city limits of Bellevue for the purpose of carrying out this Contract.

B. Special Supplies: Except as otherwise expressly provided for herein, Bellevue will supply at its own cost and expense any special supplies, stationery, notices, forms, and the like where such must be issued in the name of Bellevue.

C. Bellevue Building and Grounds: Bellevue will pay all of the utilities and casualty insurance on building housing the Bellevue Marshal's Office, and maintain the structural components of the building in a good state of condition and repair.

9. Termination Process. Each party may initiate a process to terminate this Contract as follows:

A. Notice of Termination: In the event either Party hereto desires to terminate this Contract prior to the expiration date, such Party may do so by giving 120 days advance written notice to the other Party.

B. Transition Plan: Within 30 days of the receipt of such written termination notice, the Parties shall commence work on and complete a mutually agreed-upon transition plan providing for an orderly transition of responsibilities from Hailey to Bellevue. The planning method should proceed along the lines of a project management approach to facilitate the joint planning process by Bellevue and Hailey. The overarching goal of the transition plan will be to ensure there is no disruption in service to the community. Each party shall bear its respective costs in developing the transition plan.

10. Indemnification.

A. Bellevue To Hold Hailey Harmless: Bellevue, its officers, agents, and employees, shall not be deemed to have assumed any liability for the acts of Hailey or any officers, agents or employees thereof, and Bellevue hereby covenants and agrees to hold and save Hailey and all of its officers, agents, and employees harmless from all claims whatsoever that might arise against Hailey, its officers, agents, or employees, by reasons of any acts or failures to act on the part of Bellevue, its officers, agents or employees.

B. Hailey to Hold Bellevue Harmless: Hailey hereby covenants to hold and save Bellevue and all its officers, agents, and employees, harmless from all claims whatsoever that might arise against Bellevue, its officers, agents, or employees by reason of any acts or failures to act on the part of Hailey, its officers, agents, or employees in the performance of the duties required by the terms of this Agreement. As described in Paragraph 6 of this Contract, the Bellevue Marshal and his staff are considered employees of Hailey and the Hailey Police Department for purposes of this Contract.

C. Liability Related to City Ordinances, Policies, Rules and Regulations: In executing this Contract, Hailey and the Hailey Police Department do not assume liability or responsibility for or in any way release Bellevue from any liability or responsibility which arises in whole or in part from the existence or effect of Bellevue ordinances, policies, rules or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such Bellevue ordinance, policy, rule or regulation is at issue, Bellevue shall defend the same at its sole expense and, if judgment is entered or damages are awarded against Bellevue, Hailey, the Hailey Police Department, or any combination of these entities, Bellevue shall satisfy the same, including all chargeable costs and reasonable attorney's fees.

11. Audits and Inspections. The records and documents with respect to all matters covered by this Contract shall be subject to inspection, review or audit by Hailey or Bellevue during the term of this Contract and three (3) years after expiration or termination, as the case may be, unless such records are exempt from disclosure under the Idaho Public Records Laws, or other applicable law.

12. Contract Administration.

A. Contract Administrators: The Bellevue Mayor or his/her designee and the Bellevue Marshal shall serve as contract administrators to review contract performance and resolve operational problems or issues hereunder or with regard to law enforcement within Bellevue.

B. Referral of Unresolved Problems: The Bellevue Mayor shall refer any police service operational problem, which cannot be resolved with the Bellevue Marshal to the Hailey Chief of Police. The Chief of Police and Bellevue Mayor shall meet as necessary to resolve such issues.

13. General Provisions.

A. Police Powers. Nothing contained herein is intended to limit the police powers or other powers of Hailey or Bellevue. This Contract shall not be construed to modify or waive any law, ordinance, rule, or regulations of Bellevue or Hailey, or any subsequent amendment thereof.

B. Amendment. This Contract may be revised, amended, or canceled in whole or in part, only by means of a written instrument executed by the Parties hereto.

C. Assignment. Neither this Contract nor any portion thereof may be assigned by any party hereto without the prior written consent of the other Party.

D. Default. In the event either Party, its successor and assign, fail to faithfully comply with all the terms and conditions included in this Contract, it shall be in breach of this Contract. In addition to all other remedies at law or in equity, this Contract shall be

enforceable by specific performance by either party hereto. All remedies shall be cumulative.

E. Notices: Any and all notices, demands, requests, and other communications required to be given hereunder by either of the Parties hereto shall be in writing and be deemed properly served or delivered, if delivered by hand to the party to whose attention it is directed, or when sent, three (3) days after deposit in the U.S. mail, postage prepaid, or upon the sending of a facsimile, followed by a copy sent by U.S. mail as provided herein, addressed as follows:

To Bellevue: City of Bellevue, Idaho
c/o City Clerk
P.O. Box 825
Bellevue, ID 83313

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

or at such other address, or facsimile number, or to such other party which any party entitled to receive notice hereunder designates to the other in writing as provided above.

F. Attorney Fees: In the event either party hereto is required to retain counsel to enforce a provision of this Contract, or to recover damages resulting from a breach hereof, the prevailing party shall be entitled to recover from the other party all reasonable costs and attorney's fees incurred, including without limitation on appeal.

G. Entire Agreement/Waiver of Default: The Parties agree that this Contract is the complete expression of the terms hereto and any oral or written representations or understandings not incorporated herein are excluded. The Parties recognize that time is of the essence in the performance of the provisions of this Contract. Waiver or breach of any provision of the Contract shall not be deemed to be waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Contract.

H. Partial Invalidity: In the event any portion of this Contract shall be determined by any court of competent jurisdiction to be invalid, void, or otherwise unenforceable, the remaining provisions of this Contract, or parts hereof, shall remain in full force and effect.

I. Captions: The captions of this Contract are inserted only for the purpose of convenience and in no way define, limit or prescribe the scope or intent of this Contract or any part hereof.

J. No Presumptions: No presumption shall exist in favor or against any party to this Contract as a result of the drafting and/or preparation of this Contract.

K. Recitals Incorporated: The recitals set forth in this Contract are hereby incorporated herein by reference.

L. No Third Party Beneficiaries. This Contract is not intended, nor shall it be deemed or construed, to create or confer any rights upon third parties.

IN WITNESS WHEREOF, the parties have executed this Contract for Services effective on the date and year set forth herein.

CITY OF BELLEVUE, IDAHO

By: _____
Chris Koch, Mayor

ATTEST:

Bellevue City Clerk

CITY OF HAILEY

By _____
Richard L. Davis, Mayor

ATTEST:

Mary Cone, City Clerk

