

2012 FINAL REPORT FOR Public Programs in the Arts (PPA) and Entry Track

The period of this grant is from July 1 to June 30.

*One copy of this report must be submitted to the ICA within 30 days of the completion of the grant period, no later than **July 31**. You are required to retain all financial records pertaining to the grant for a period of three years. Requests for extension for filing your final report must be submitted in writing, not later than **June 30th**.*

PART 1: IDENTIFYING INFORMATION/DEMOGRAPHICS

Grant recipient: City of Hailey

Grant recipient TIN/EIN #: 82-6000201

Grant award #: 3464ET-12 Grant amount: \$ \$1,013

Name of person completing report: Tracy Anderson

Phone #: 208-788-4221, ext. 26 E-mail: tracy.anderson@haileycityhall.org

CONSTITUENT PARTICIPATION

Number of individuals benefiting (audiences, participants)	Total	<u>2,000+</u>
	% local residents (within 50 mile radius)	<u>98%</u>
	% visiting (non-local – outside of 50 mile radius)	<u>2%</u>
Number of artists participating:	Total	<u>28</u>
	Professional	<u>7</u>
	Semi-Professional	<u>1</u>
	Amateur	<u>20</u>
Number of children and youth benefiting (audiences, participants)		<u>150+</u>
Number of individuals with disabilities benefiting (ADA 504)		<u> </u>

Were there special constituencies (Handicapped, senior citizens, minorities, etc.) served through this grant? If so, please describe:

Hailey's population is 15% Hispanic/Latino, with many families participating in Month of Art activities.

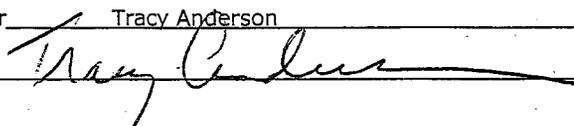
CERTIFICATION

I/We the undersigned certify that the foregoing information and all attachments to this report are true and correct and that all expenditures were incurred for the purpose of this grant.

Authorizing Official Fritz Haemmerle Title Mayor

Signature _____ Phone (208) 788-4221 x30 Date 07/27/12

Project Director Tracy Anderson Title Public Art Coordinator

Signature  Phone (208) 788-4221 x 26 Date 07/27/12

FINAL REPORT – PPA/Entry Track

PART 2: FINANCIAL INFORMATION

This report should reflect only those revenues and expenses directly related to the project or which the grant was awarded.

(Entry Track/PPA)

Section A: ACTUAL CASH EXPENSES

ICA Grant (full amount)
Show how much of the grant funds were spent in each applicable category

EXPENSE CATEGORIES	(Entry Track) Original Budget from Application	(Entry Track/PPA) Actual Cash Expenses	ICA Grant (full amount) Show how much of the grant funds were spent in each applicable category
1. Personnel, Administrative	10000	2033	
2. Personnel, Artistic			
3. Personnel, Production			
4. Outside Fees & Services	91550	21561	1013
5. Space Rental			
6. Travel			
7. City Taxes Paid			
8. State Taxes Paid			
9. Federal Taxes Paid			
10. Marketing	1315	175	
11. Remaining Operating Expenses	435		
TOTAL EXPENSES	103300	23769	

Section B: REVENUE

(Entry Track) Original Budget from Application (Entry Track/PPA) Actual Cash Income

	(Entry Track) Original Budget from Application	(Entry Track/PPA) Actual Cash Income
1. Admissions (Ticket Sales)		
2. Contracted Services Revenue		
3. Corporate Support	5000	0
4. Foundation Support		
5. Other Private Support	5000	596
6. Government Support, Federal		
7. Government Support, State/Regional		
8. Government Support, Local	68260	61500
9. Other Revenue		214
10. Application Cash (cash on hand)		
SUBTOTAL	78260	62310
ICA GRANT AWARD		1035
TOTAL REVENUE	78260	63345

Does your Total Revenue meet or exceed your Total Expenses? YES ___ NO (Explain deficit in Narrative, Question 9)

Section C: ACTUAL IN_KIND MATCH: please include value of contribution

Description <i>Example: facility rental</i>	Contributor <i>Marriott Hotel</i>	Value <i>\$500</i>	Additional Information <i>For workshop</i>
TOTAL IN-KIND MATCH			

Public Programs in the Arts/Entry Track

PART 3: NARRATIVE

(attach pages as necessary)

Your application anticipated activities and results during the grant period; these questions ask you to compare what actually happened to what you expected. It will be helpful to have your application in front of you as you write.

1. Describe the public programs in the arts that your organization produces and the process used to ensure excellence in the artistic quality of programs and services.

A MONTH OF ART / A NIGHT OF MUSIC / A DAY OF CHALK: The program is a month-long celebration of the arts, and has included visual art, *A Night of Music* and *A Day of Chalk*. Partner organizations bring additional arts programming to complement the HAC's core programs during July.

During strategic planning in the spring of 2012, the Hailey Arts Commission determined to focus its efforts and limited resources on Hailey's Percent for Public Art Program, and activities that can be reasonably said to link with the program. It was determined to continue to support and develop *A Day of Chalk*, but to discontinue other visual arts and *A Night of Music*. July 2011, in the FYE 12 grant period, was the last *Night of Music* sponsored by the Hailey Arts Commission.

The 2012 Day of Chalk was a great success due to the decision to focus the limited resources available on this visual arts event. More than 300 people participated in A Day of Chalk, with 67 sidewalk squares on Hailey's Main Street transformed into works of art by people of all ages and abilities. Photos of some of the work are attached. Three "sidewalk" musicians and a food vendor also participated.

PERCENT FOR PUBLIC ART PROGRAM: The Public Art program has a number of projects in-progress that will be completed by the spring of 2013. No additional public art projects are currently identified at this time.

To assure excellence in public art projects, artist workshops are conducted to assist the arts community with understanding how to apply for a public art project. Artist workshops were facilitated by the ICA regional Public Art Advisor. All public art projects use Hailey's established public art processes for artist selection. Selection panels composed of diverse representation review all applications and recommend artists to receive commissions. The recommendations are reviewed and approved by both the Hailey Arts Commission and the Hailey City Council. Selection panel meetings are facilitated by Hailey's Public Art Coordinator. The Public Art Coordinator routinely meets with the artists throughout design, fabrication and installation to assure a quality outcome.

2. Identify and describe the community or communities served during the grant period.

FINAL REPORT – PPA/Entry Track

The HAC's primary focus is on the community of Hailey, though the reach of programs and services is throughout Blaine County. The HAC has drawn from the countywide artist pool for all public art projects and *A Month of Art* and *A Night of Music*. While Hailey is largely a family town, it is influenced and impacted by the predominant tourist economy of Sun Valley/Ketchum, which has a strong arts culture of its own. Hailey is the county seat, and has six schools, including the only public high school in the Wood River Valley. Other schools are two elementary schools, one middle school, one alternative high school and one private high school. Hailey's Hispanic/Latino population is about 15%.

3. Describe initiatives, partnerships, or collaborations undertaken during the grant period and how new, nontraditional or underserved audiences were reached.

Initiatives, partnerships and collaborations included:

- Northern Rockies Folk Festival – Annual Music Event
 - Company of Fools – July Programming
 - Wood River Arts Alliance – broader arts community and countywide representation
4. Describe ways that your organization complied with the Americans with Disabilities Act (ADA) and Section 504 accessibility requirements (accommodations for people with disabilities) during the grant period.

Both ADA and Section 504 requirements are included in Calls to Artists; the public artwork in progress is in spaces that are ADA accessible. Hailey's downtown – the location for *A Night of Music* and *A Day of Chalk* – is designed for ADA access, with curb cuts at all intersections and wide sidewalks which are maintained with a clear six-foot lane for pedestrian access at all times.

5. Provide an overview of your organization's structure, board and staff responsibilities and volunteer involvement during the grant period.

The HAC is a city-appointed board that makes recommendations, upon a majority vote of its attending members, to the City Council, the Hailey Planning & Zoning Commission, the Hailey Historic Preservation Commission, the Hailey Parks & Lands Board, the Hailey Public Library Board or others. The HAC is responsible for planning and prioritizing Hailey arts programs and services, and provides hands-on volunteer support for these programs and services.

FINAL REPORT – PPA/Entry Track

The Public Art Coordinator (city staff) is responsible for public art planning and development, public art project management, tracking capital projects and percent for art funds, coordination with city departments, the HAC website and grant writing and administration.

In this grant year, the HAC donated approximately 100 hours of time (estimate - undocumented) to HAC activities. In addition, volunteers in the community have provided assistance with commission activities such as *A Night of Music* and *A Day of Chalk*.

6. Describe your organizations audience development and marketing efforts during the grant period.

Marketing and audience development efforts are integrated into HAC programs. For *A Night of Music*, the HAC produced a poster (submitted with last years' report), which was hung at all retail businesses in Hailey and other businesses throughout the Wood River Valley. A poster was also produced for *A Day of Chalk* (attached to this report). Additional publicity included press releases, an ad in the city's monthly newsletter, several weeks of radio PSAs and live interviews, and announcements on the HAC website.

7. Explain how your organization is achieving long-range goals.

The HAC continues its efforts to develop a strategic plan, which will map out the next five years of the commission's work. The commission will remain focused on public art and *A Day of Chalk*. The commission has narrowed its focus to these priorities due to limited resources.

8. Explain your evaluation methods and how they assisted you in measuring your desired outcomes. Attach samples of your evaluation instruments (surveys, interview questions, etc.) and/or collected evidence (compiled data, systematic observation or documentation, etc).

All projects undertaken (both during the Month of Art and all of Hailey's Percent for Public Art projects) are photographically documented. Audience attendance, while estimated, has also been used as an indication of whether to develop programs further. Each year, *A Day of Chalk* has grown larger; part of the reason for focusing resources on that particular program as opposed to others.

9. Explain significant organizational changes (budget amounts, deficits and multi-year grants, etc.)

The city budget remains flat, with no increase in funding for arts commission activities, and less staff availability to support the commission's work. The

FINAL REPORT – PPA/Entry Track

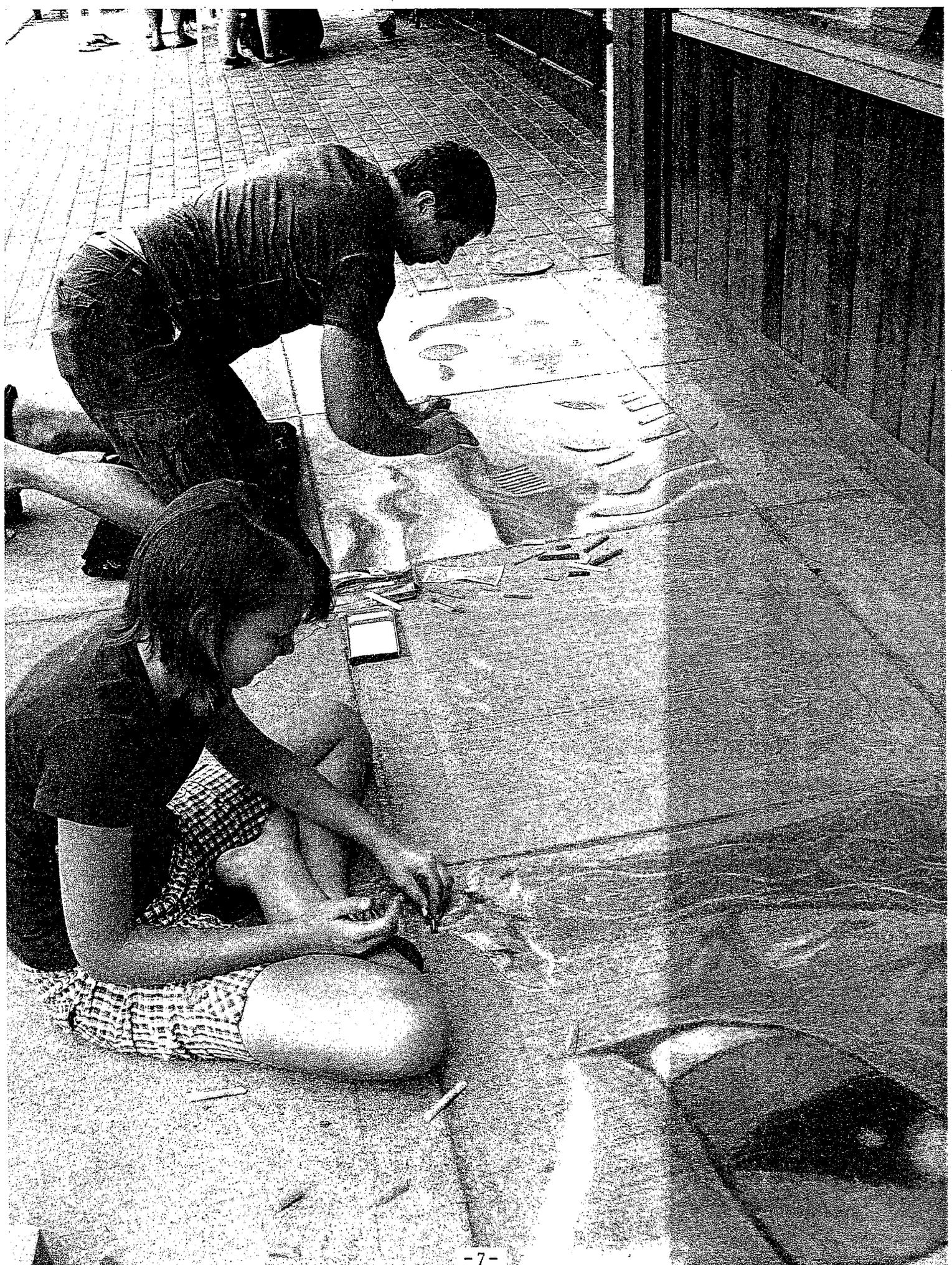
commission has narrowed its focus accordingly. A number of public art projects remain to be completed; no new public art projects are currently planned. A new revenue source will need to be identified to continue developing the public art program in the near term.

10. As you reflect on the grant period, does an anecdote or a moment come to mind which tells the story of your organization's success?

During A Day of Chalk, a majority of participants came back to the registration table after drawing and personally thanked us for holding the event, and said they would be back next year. One three-generation family said they came to the Wood River Valley for one week a year. "Today was our granddaughter's choice on what to do today. She said she wanted to do this event." The three musicians all said they would be back next year, too, and that they would let their friends know for next year.

Working with individual artists in the public art program is always gratifying. The artists who created work for the Hailey Rodeo Park and the artists creating bicycle racks for Woodside Boulevard, are very talented and dedicated to their work. Their efforts help Hailey to strengthen its unique character. Several images are attached of various public artworks.

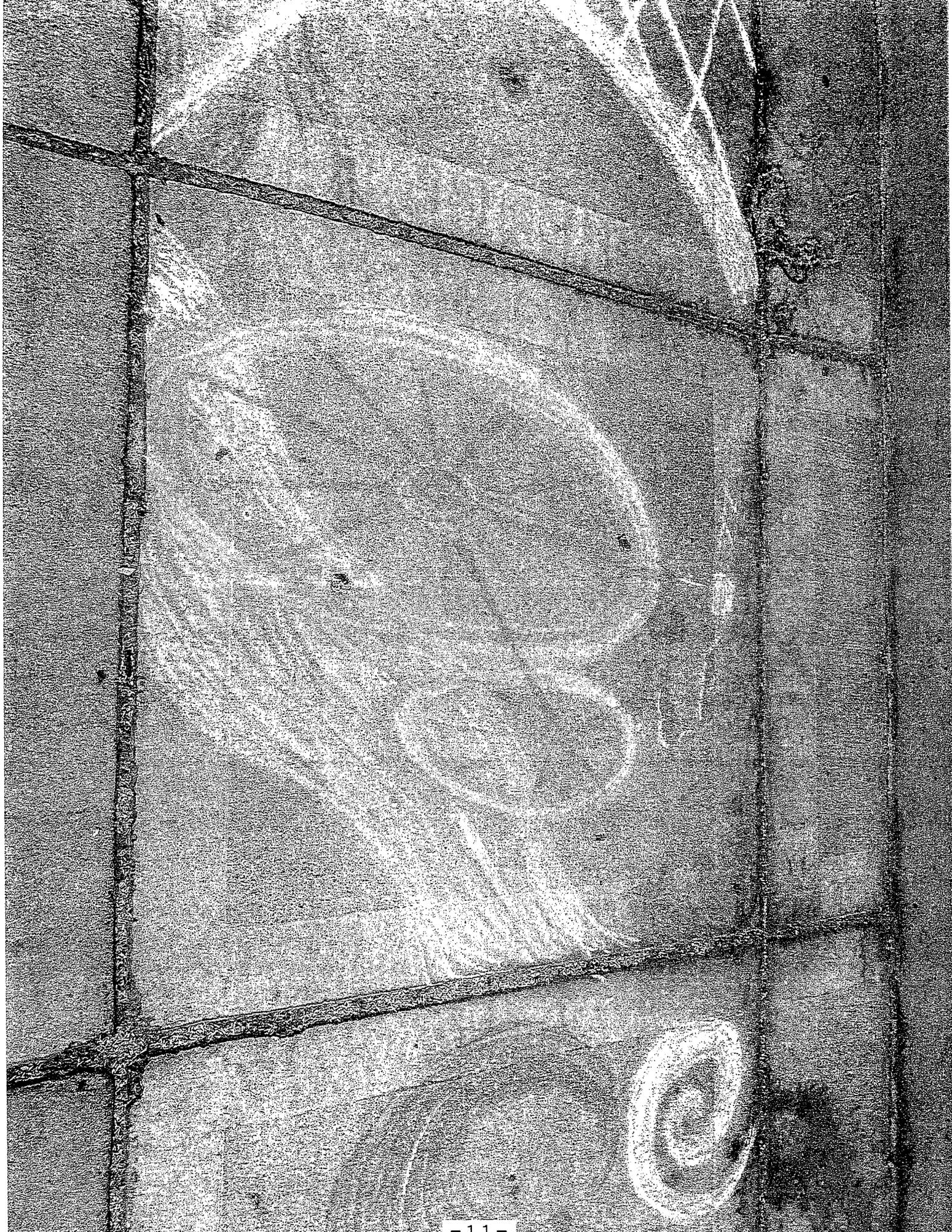
11. Please submit copies of recordings, videos, programs, publicity, and other printed materials relating to these activities.



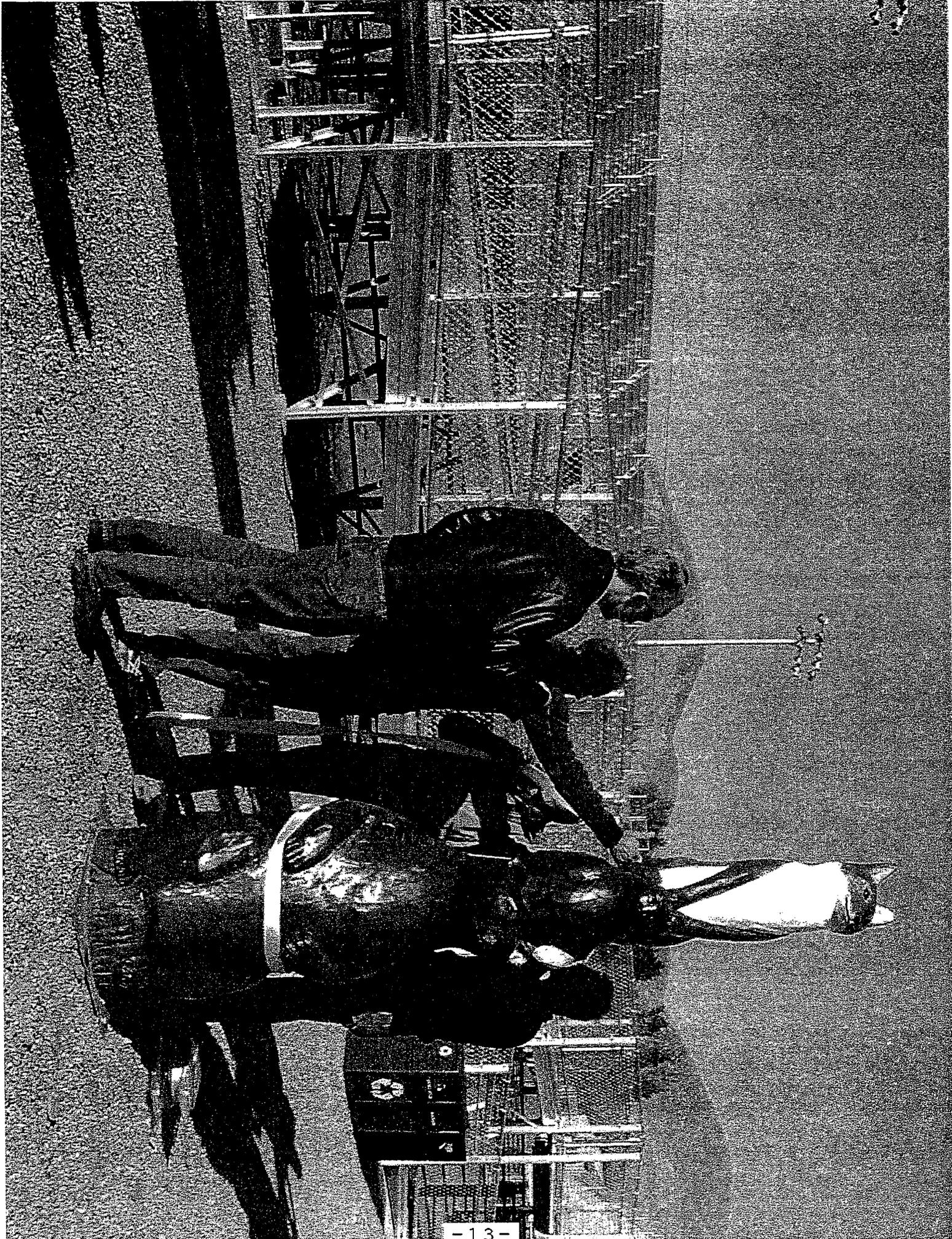






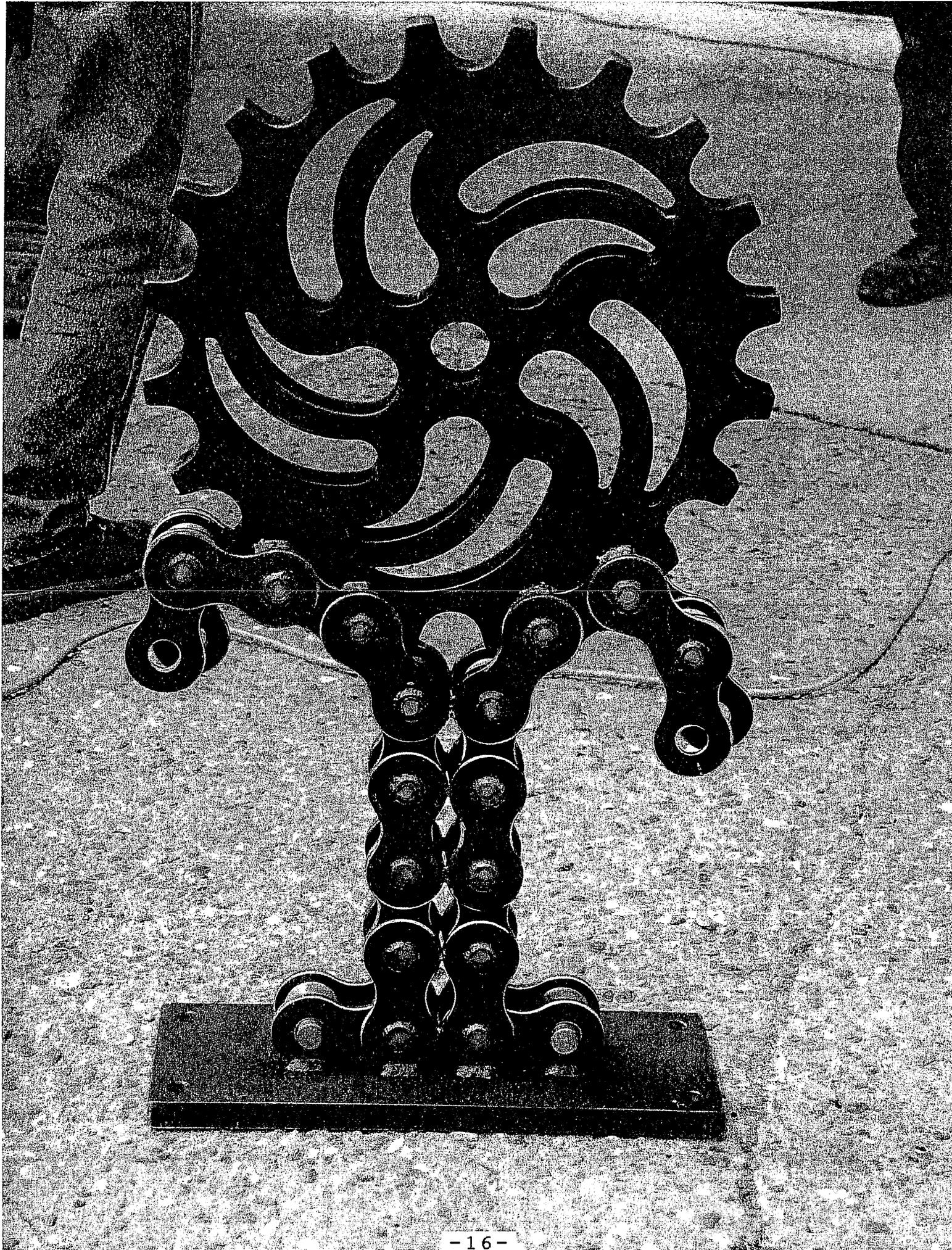


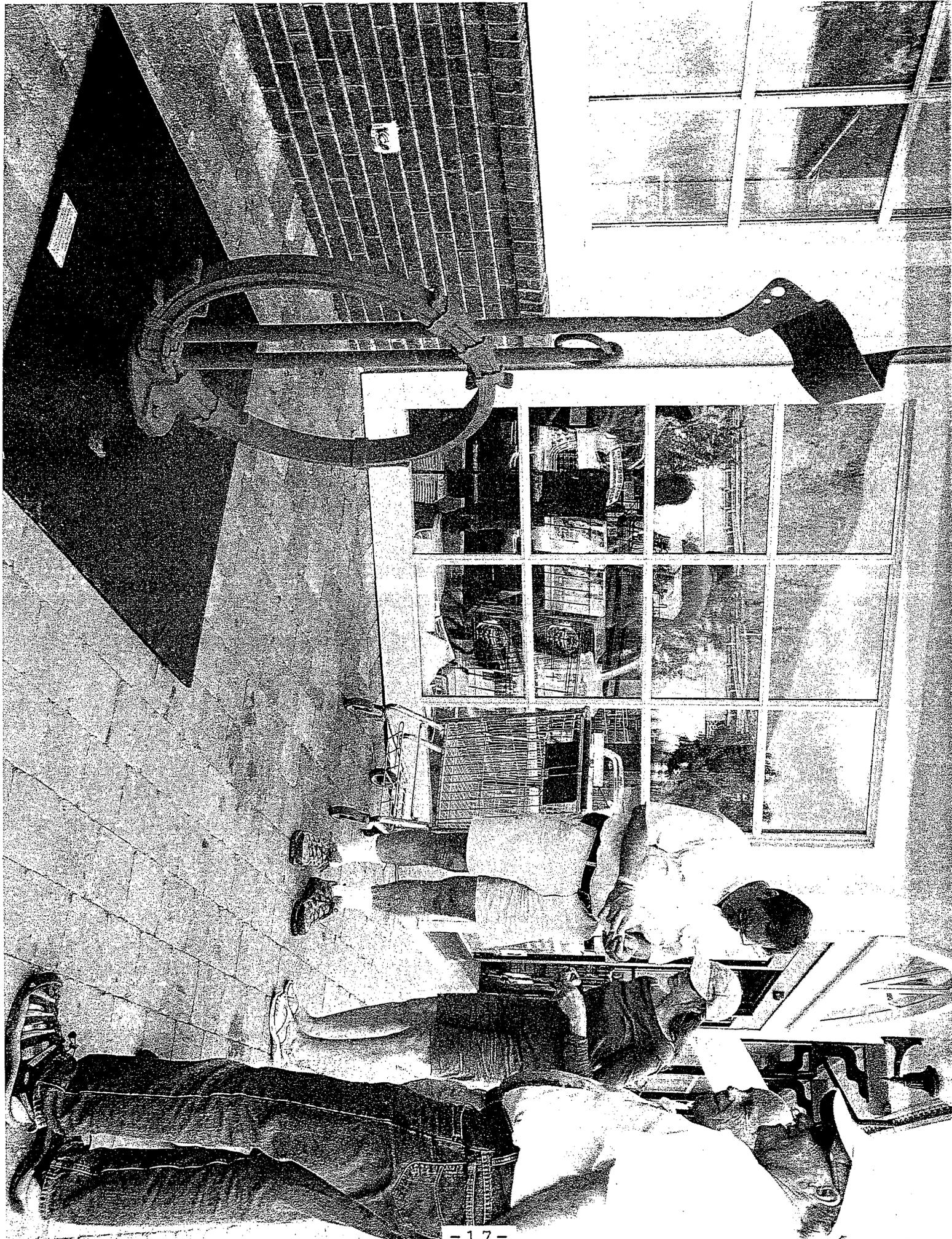












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Around Town

Street musicians and artists invited

Join the Third Annual "A Day of Chalk" on Saturday, July 14, 2012, from 9 a.m. to 1 p.m. a fun and creative event mingling artists with families, groups and individuals of all ages and levels of experience in creating chalk art on Hailey's Main Street sidewalks.

For artists, a 3'x3' square costs \$5 and includes a box of chalk. Artist's chalks are available for under \$10.

In keeping with the "street" theme, acoustical musicians are encouraged to sign up. Each musician pays \$5 and is welcome to put out a jar and keep tips.

The event closes at 1 p.m. although the chalk art will remain on the sidewalks for public viewing until they fade, or wash, away.

Please contact Sheila Kelley, Event Director, at 720-9361.

Presented by the Hailey Art Commission, all proceeds go towards providing public art in the city.

San Francisco Ballet rehearsing for show

More than a dozen dancers from the San Francisco Ballet have arrived to get acclimated for their debut at the Sun Valley Pavilion at the Sun Valley Resort on Sunday, July 8, at 7 p.m.

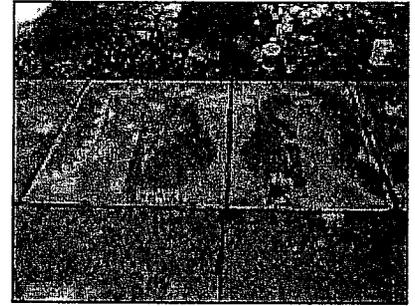
The performance will include Tomasson's "7 for Eight," set to Johann Sebastian Bach; a contemporary pas de deux, or dance for two, from William Forsythe's "In the middle, somewhat elevated;" and a pas de deux from "Don Quixote, Act III," and more under the direction of Helgi Tomasson.

Tickets are almost sold out in the pavilion, but lawn space is open for \$25 where blankets and picnics are welcome and guests will be served by the enhanced large screen. Until the Friday before, call 415-865-2000 or visit www.sfballet.org/sunvalley. Walkups are welcome at the pavilion on Saturday and Sunday. On Sunday, early birds can place blankets and return at show time.

Tuscany on Tenth fundraiser set

Boulder Mountain Clayworks has converted an industrial parking lot of asphalt and utility trucks into a beautiful Tuscan veranda with trees and foliage to serve as the escape to the Italian countryside that is the nonprofit organization's annual fundraiser, Tuscany on Tenth on Thursday, July 5.

The event runs from 5:30-8:30 p.m. at Boulder Mountain Clayworks, 471 E. 10th St. Industrial Park just below the Knob Hill Inn. For a \$50 ticket, guests will dine on pizza by The Red Oven, sip on wine and enjoy bellinis in the name of embracing the culture of Tuscany.



Artists and artists in waiting are invited to a creative gathering where chalk and sidewalks meet.

Hailey Arts Commission

Up Main Street

HAILEY IDAHO'S

day of Chalk

Join us in Hailey for our
3rd Annual Event
A Day of Chalk
Saturday...JULY 14
Main Street between Bullion & Croy
9 am -1 pm

This fun and creative event mingles artists with families, groups and individuals of all ages and levels of experience in creating chalk art on Hailey's Main Street sidewalks.

A square costs \$5.00 and includes a small box of chalk. Participants may supply their own washable chalk.

Sidewalk musicians will have tip jars out. Food, drinks and treats will be available for purchase at the venue and at nearby eateries.

The event closes at 1 p.m. although the chalk art will remain on the sidewalks for public viewing.

For further information contact: Sheila Kelley, Event Director, at 208-720-9361 or Tracy Anderson, Public Art Coordinator, at 208-788-4221 ext. 26

Thanks to our sponsors:
Copy & Print, The Weekly SUN,
Jane's & Chapparral Broadcasting



Brought to you by the Hailey Arts Commission



Express photo by David N. Seelig

Hailey Night of Music is an event for everyone to enjoy a summer's night of music in Hailey on
from 5-10 p.m.

Jam with the Night of Music

The annual Hailey Night of Music, produced by Figgleaf Productions, will take place on Monday, July 11, from 5-10 p.m. and will feature performances by Powerhouse, Zou 75, Wicked Spud, Sun Valley Brewery, Diesel Food, KB's, Wiseguy Pizza Pie, Cowboy Cocina, Raspberry Deli and the Hailey Hotel. Every venue will offer a different atmosphere and atmosphere.

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Dancin in the streets

A Month of Art includes a Hailey Night of Music

by *SABINA DANA PLASSE*

A Month of Art for July in Hailey started early with The Center's opening of "Geared—An Open Exhibition" at the Sun Valley Center for the Arts in Hailey on Friday, June 24. The month of art will continue with several events, including music on the streets and chalk drawings along a city block. All of the happenings are interactive family events spearheaded by the Hailey Arts Commission.



For the fourth year, Hailey Night of Music, produced by Figgleaf Productions, will take place on Monday, July 11, from 5-10 p.m. and will include the Powerhouse, Zou 75, Wicked Spud, Sun Valley Brewery, DiVine, CK's Real Food, KB's, Wiseguy Pizza Pie, Cowboy Cocina, Rasperrys, Shelley's Deli and the Hailey Hotel. Every venue will offer a different kind of music, refreshments and atmosphere.

The fourth annual Hailey Night of Music will take place on Monday, July 11, from 6-11 p.m. at several businesses in Hailey. *Photo by David N. Seelig*

Bands will include Old Death Whisper, Cow Says Moo, Up A Creek, Slow, Toast, No Cheap Horses, Finn Riggins, Kristin Cutler, Hat Trick and Andrew Alburger.

All the music is free to the public and will mostly occur outside. The event has drawn thousands of people to Hailey's Main Street in the past years. It is a midsummer night of fun, camaraderie and dance.

A Day of Chalk will take place on Saturday, July 16, from 10 a.m. to 2 p.m. on Main Street between Bullion and Croy streets. Anyone of any age can come out to draw on the sidewalk and is encouraged to have fun, though children must be accompanied by an adult. The Month of Art will conclude with the Northern Rockies Folk Festival in Hop Porter Park on Aug. 5-6.

This year the Month of Art was sponsored by the Hailey Arts Commission and produced by the Sun Valley Center for the Arts, Figgleaf Productions and the Wood River Arts Alliance. Additional support was received from the Idaho Commission on the Arts, National Endowment for the Arts and Jane's Artifacts. Sponsorship was received from Chapparral Broadcasting.

Story continues below



< The Month of Art is always complemented by other art events that happen throughout the summer in Hailey, such as productions by Company of Fools at the Liberty Theatre and weekly Wednesday live free music at the Back Alley parties at The Wicked Spud.

Celebrate art

For details on Hailey Month of Art visit the following websites:

- City of Hailey Arts Commission: www.haileycityhall.org/ArtsCommission
- Hailey Chamber of Commerce: www.haileyidaho.com
- Company of Fools: www.companyofools.org
- Sun Valley Center for the Arts: www.sunvalleycenter.org
- Wood River Arts Alliance: www.wrartsalliance.org
- Back Alley Parties at the Wicked Spud: www.figgleafproductions.com
- Northern Rockies Folk Festival: www.northernrockiesfolkfestival.com

Sabina Dana Plasse: splasse@mtexpress.com

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Chalk It Up As Art



Hailey continues to celebrate the fourth annual July Month of Art with a Day of Chalk on Saturday, July 16, from 10 a.m. to 2 p.m. on Main Street between Bullion and Croy streets. The event will offer activities for people of all ages. Children must be accompanied by an adult. Courtesy photo

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AGENDA ITEM SUMMARY

DATE: 8/6/2012 DEPARTMENT: Legal

DEPT. HEAD SIGNATURE: _____

SUBJECT:

Resolution No. 2012-49

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

I am attaching a letter from the Friedman Memorial Airport Authority ("FMAA") attorney and a resolution. The resolution would authorize the FMAA to seek a \$100,000 grant for technical analysis of airport alternatives.

Ned

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Make a motion to approve Resolution No. 2012-___ and authorize the mayor to sign.

FOLLOW-UP REMARKS:

LUBOVISKI, WYGLE, FALLOWFIELD & RITZAU, P.A.

ATTORNEYS AT LAW

SUITE 205 • THE STATION
460 SUN VALLEY ROAD
P.O. BOX 1172
KETCHUM, IDAHO 83340-1172
(208) 726-8219
FAX (208) 726-3750

BARRY J. LUBOVISKI
JANET C. WYGLE
ROBERT L. FALLOWFIELD
LEE RITZAU

July 25, 2012

Ned C. Williamson, Esq.
Hailey City Attorney
115 Second Avenue South
Hailey, ID 83333

Re: Friedman Memorial Airport/Grant of Federal Funds

Dear Ned:

The Friedman Memorial Airport Authority, through its sponsors Blaine County and the City of Hailey, has applied for a federal grant. The grant is in the amount of \$100,000.00. The grant is to be used for technical analysis of Airport alternatives.

As you know, in order for the Authority to receive the federal funds, the City of Hailey must execute a resolution authorizing the Application, adopting and ratifying the representations and assurances contained in the Application and authorizing the Mayor to execute the grant. To that end, I have enclosed a proposed Resolution authorizing Fritz and Mary to execute the necessary documentation on behalf of the City.

If the proposed Resolution authorizing receipt of the grant meets with your approval, I would appreciate it if you would present it to the City Council for its consideration as soon as possible. If the Council approves the Resolution, please send me an executed copy for transmittal to the FAA.

If you have any questions or if I can provide any further information, please do not hesitate to contact me at your earliest convenience. Thank you for your assistance.

Sincerely,

LUBOVISKI, WYGLE, FALLOWFIELD & RITZAU, P.A.


Barry J. Luboviski

BJL/jj

Enclosure

cc: Friedman Memorial Airport Authority

CITY OF HAILEY RESOLUTION NO. 2012 - 49
BEFORE THE CITY COUNCIL OF HAILEY, IDAHO

A RESOLUTION OF THE CITY OF HAILEY, AS CO-SPONSOR OF THE FRIEDMAN MEMORIAL AIRPORT, AUTHORIZING THE EXECUTION OF THE APPLICATION FOR FEDERAL ASSISTANCE DATED JULY 23, 2012, AND THE STANDARD DOT TITLE VI ASSURANCES DATED JULY 23, 2012, AND ADOPTING AND RATIFYING THE REPRESENTATIONS AND ASSURANCES CONTAINED THEREIN, AND FURTHER AUTHORIZING THE MAYOR OF THE CITY OF HAILEY TO RATIFY, ACCEPT AND EXECUTE THE GRANT OF FEDERAL FUNDS FOR A PROJECT AT, OR ASSOCIATED WITH, THE FRIEDMAN MEMORIAL AIRPORT.

WHEREAS, the City of Hailey, along with the County of Blaine, Idaho, as Sponsors of the Friedman Memorial Airport, have submitted a Project Application dated July 23, 2012 to the Federal Aviation Administration, U.S. Department of Transportation, for a grant of Federal funds for a project at, or associated with, the Friedman Memorial Airport, which Project Application has been approved by the FAA. Such project consists of a technical analysis of Airport alternatives.

WHEREAS, the City Council hereby authorizes the execution of the Application for Federal Assistance dated July 23, 2012, and Standard DOT Title VI Assurances dated July 23, 2012, on its behalf, as Co-Sponsor of the Friedman Memorial Airport, along with Blaine County, Idaho, by Richard R. Baird, Airport Manager.

WHEREAS, the City Council hereby adopts and ratifies the representations and assurances contained in the Application for Federal Assistance, and the Standard DOT Title VI Assurances, both dated July 23, 2012.

WHEREAS, the City Council hereby authorizes the Mayor to ratify, accept and execute said Grant of Federal funds for the above-stated project, and as Co-Sponsor, further adopts and ratifies any terms and conditions of such Grant.

ADOPTED AND APPROVED this _____ day of _____, 2012.

By _____
The Honorable Fritz Haemmerle
Mayor, City of Hailey

ATTEST:

Mary Cone
City Clerk

RESOLUTION NO. 2012-49 / Page 2

AGENDA ITEM SUMMARY

DATE: 8/6/2012

DEPARTMENT: Sustainability

DEPT. HEAD SIGNATURE: _____

SUBJECT: Resolution 2012- 50 : Agreement with US Green Building Council to commit to sharing energy and water usage data at the Interpretive Center/Welcome Center for 5 years.

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

The Interpretive Center/Welcome Center is in the process of achieving LEED certification. As LEED project manager, staff is reviewing the documentation and filing all necessary forms and submittals with USGBC to pursue certification. USGBC's minimum program requirements include a commitment to sharing energy and water data for 5 years, beginning on the date of project completion (attached is a document explaining the requirement along with the Resolution).

In addition, staff is requesting that the Council and Mayor approve an owner's agent to sign the USGBC Energy and Water Data Release Form, to allow USGBC to collect required data.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Authorize the Mayor to sign.

ACTION OF THE CITY COUNCIL:

Date : _____

City Clerk _____

FOLLOW-UP: N/A

*Ord./Res./Agrmt./Order Originals: Record

*Additional/Exceptional Originals to: _____

Copies (all info.): _____

Copies (AIS only) _____

Instrument # _____

CITY OF HAILEY

RESOLUTION NO 2012 - 50

A RESOLUTION OF THE HAILEY CITY COUNCIL TO ENTER INTO AN AGREEMENT WITH U.S. GREEN BUILDING COUNCIL (USGBC) TO COMMIT TO SHARING ENERGY AND WATER USAGE DATA FOR THE BUILDING AT 781 MAIN STREET SOUTH.

WHEREAS, The City of Hailey wishes to obtain LEED certification of the building at 781 Main Street South.

WHEREAS, USGBC's minimum program requirements include a commitment to sharing energy and water data for 5 years, beginning on the date of project completion.

WHEREAS, The City of Hailey authorizes an owner's agent to sign the USGBC Energy and Water Data Release Form, to allow USGBC to collect required data.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Hailey, Idaho that the City of Hailey will commit to such data sharing and allowing an owner's agent to sign the required release form.

PASSED THIS 6TH DAY OF AUGUST, 2012.

Fritz X. Haemmerle, Mayor

ATTEST:

Mary Cone, City Clerk

6. Must Commit to Sharing Whole-Building Energy and Water Usage Data

I commit to sharing with USGBC and/or GBCI all available actual whole-project energy and water usage data. I understand that the purpose of data collection is for research and to aid in improving the LEED program. USGBC and may publish such data, however, any data that is made publicly available shall be presented in an aggregate form with no identifying project-specific characteristics. This commitment will begin on the project completion date and continue for at least 5 years.

I understand that sharing data includes supplying information on a regular basis in a free, accessible, and secure online tool OR, in the alternative, either allowing USGBC to access the whole-project metering facility where such meters are in place, or taking any action necessary to authorize USGBC or its designee to collect project information directly from service or utility providers. I understand that if my project does not have meters in place that measure energy and/or water usage for the entire LEED certified gross floor area, I will not be required to supply energy and/or water usage data unless and until such meters are installed.

I understand that if the LEED project is altered in such a way that the data for the original LEED project becomes impractical to collect, I will no longer be required to provide the data or provide access to the data. I will use reasonable efforts to ensure that this commitment carries forward in the event that the building or space changes ownership or lessee. I understand that if all or part of the LEED project is sold, assigned or otherwise transferred in such a way that the data for the original LEED project becomes impractical to collect, then I will no longer be required to provide the data or provide access to the data.

Select one of the following:

- Option 1.** Energy and Water Data Release Form
- Option 2.** Project Owner Commitment to Apply for LEED for EB: O&M Certification
- Option 3.** Project Owner Commitment to Manually Track and Submit Energy and Water Data

ENERGY AND WATER DATA RELEASE FORM

Note: The Data Release Form can be downloaded from the Credit Resources section of LEED Online. The Data Release Form must be signed by the project owner and uploaded to LEED Online during post-certification when the project completes the certification acceptance form.

A USGBC Energy and Water Data Release Form, authorizing the release of project operating data to USGBC, will be signed at the time of certification acceptance.

REQUIRED SIGNATORY
Initial here: <input type="text" value="IMP"/>
Owner/Agent

Signatory: Mariel Platt; Project Manager; May 8, 2012

**If signed by the Agent, provide the following additional required information in the Special Circumstances section below: 1) Describe specifically how the Owner was/will be informed of the critical elements and ongoing requirements described above, and 2) Provide supporting documentation, if any.*

Projects must register an account in ENERGY STAR's Portfolio Manager tool and share the project file with the USGBC master account, "USGBC - LEEDPerformanceReporting". Instructions for sharing access with a master account are available in the Credit Resources section of LEED Online.

The project is registered in ENERGY STAR's Portfolio Manager tool and USGBC - LEEDPerformanceReporting has master account access to project in Portfolio Manager.

REQUIRED SIGNATORY
Initial here: <input type="text"/>
Owner/Agent

**CITY OF HAILEY
RESOLUTION NO. 2012-51**

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY
AUTHORIZING THE EXECUTION OF CONTRACT FOR LAW ENFORCEMENT
SERVICES WITH THE CITY OF BELLEVUE.**

WHEREAS, the City of Hailey desires to enter into an agreement with the City of Bellevue under which The City of Hailey will perform and be responsible for law enforcement in the City of Bellevue.

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

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HAILEY, IDAHO, that the City of Hailey approves the Contract for Services between the City of Hailey and the City of Bellevue and that the Mayor is authorized to execute the attached Agreement,

Passed this 6th day of August 2012.

City of Hailey

Fritz X. Haemmerle, Mayor

ATTEST:

Mary Cone, City Clerk

CONTRACT FOR SERVICES
(City of Bellevue Law Enforcement)

This Contract for Services ("Contract") is made and entered into this 26th day of July, 2012, 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 to 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 as included services, together with those services set forth in this Agreement.

A. Included 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) Animal control;

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

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.

B. Excluded Services. Hailey shall not be required to provide the following services under this Contract:

1) Investigative services for Bellevue for civil matters (e.g., personnel issues).

2) Dispatch services.

3) Record Management System (RMS) services.

4) Misdemeanor prosecutorial services.

C. 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 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 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.

D. 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.

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. Hailey shall be responsible for the costs of maintenance and operation (*e.g.*, fuel) of the Bellevue police vehicles up to \$12,000 per year for such costs of maintenance and operation.

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.

7) This Contract does not supersede any joint powers agreement or mutual aid agreement entered into by the Parties.

2. Term. This Contract is effective commencing at 12:01 o'clock a.m. on October 1, 2012, and continuing until midnight September 30, 2013. 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 Sixteen Thousand Six Hundred Twenty Dollars (\$316,620.00), which shall be paid in twelve (12) equal monthly installments of Twenty Six Thousand Three Hundred Eighty Five Dollars (\$26,385.00) per month beginning on or before October 10, 2012 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(A) 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. Bellevue 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.

D. Bellevue Vehicles. Bellevue shall provide Hailey the use of its two (2) police vehicles to provide the law enforcement services described in this Contract. Bellevue shall be responsible for the costs of maintenance and operation (e.g., fuel) of the Bellevue police vehicles if the cost of such maintenance and operation exceeds \$12,000 per year.

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



[Signature]
Chris Koch, Mayor

ATTEST:

[Signature]
Dee Barton, City Clerk

CITY OF HAILEY

By _____
Fritz Haemmerle, Mayor

ATTEST:

Mary Cone, City Clerk

